CONDOMINIUM OFFERING PLAN

FOR

FLUSHING COMMONS

37-10 37TH AVENUE
FLUSHING, NEW YORK

148 Residential Units*	$147,498,000.00
75 Office Units	$177,695,000.00
35 Storage Bin Licenses	$361,600.00
TOTAL OFFERING	**$325,554,600.00**

* Sponsor intends to sell one of the Residential Units to the Condominium as a Resident Superintendent's Unit. In addition, the offering shall include one Parking Unit and one Retail Unit, both of which are *not offered for sale* as of the presentation of this Plan.

SPONSOR:

FLUSHING COMMONS PROPERTY OWNER, LLC
1221 Avenue of the Americas, 17th Floor
New York, NewYork 10020

SELLING AGENT:

Fultonex Realty LLC
136-20 38th Avenue, Suite 3G
Flushing, New York 11354

Date of Acceptance for Filing: August 20, 2015
This Offering Plan May Not Be Used After August 19, 2016, Unless Extended By Amendment.

THIS PLAN CONTAINS SPECIAL RISKS TO PURCHASERS. SEE SECTION ENTITLED "SPECIAL RISKS" COMMENCING AT PAGE 1.

BECAUSE THE SPONSOR HAS RETAINED THE UNCONDITIONAL RIGHT TO RENT RATHER THAN SELL UNITS THIS PLAN MAY NOT RESULT IN THE CREATION OF A CONDOMINIUM IN WHICH A MAJORITY OF THE UNITS ARE OWNED BY OWNER OCCUPANTS OR INVESTORS UNRELATED TO THE SPONSOR. SEE SPECIAL RISK 3. PURCHASERS FOR THEIR OWN USE AND OCCUPANCY MAY NEVER GAIN CONTROL OF THE BOARDS OF MANAGERS UNDER THE TERMS OF THIS OFFERING PLAN. SEE SPECIAL RISK 3.

THIS OFFERING PLAN IS THE ENTIRE OFFER TO SELL THESE 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 UNITS. FILING WITH THE DEPARTMENT OF LAW DOES NOT MEAN THAT THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENTAL AGENCY HAS APPROVED THIS OFFERING.

TABLE OF CONTENTS

	Page
SPECIAL RISKS	1
INTRODUCTION	52
DEFINITIONS	64
DESCRIPTION OF PROPERTY AND IMPROVEMENTS	70
LOCATION AND AREA INFORMATION	84
SCHEDULE A: RESIDENTIAL OFFERING PRICES AND INFORMATION	87
FOOTNOTES TO RESIDENTIAL SCHEDULE A	90
SCHEDULE A: OFFICE OFFERING PRICES AND INFORMATION	95
FOOTNOTES TO OFFICE SCHEDULE A	98
SCHEDULE B: OFFICE BUDGET FOR FIRST YEAR OF OPERATION	102
FOOTNOTES TO SCHEDULE B ….	104
SCHEDULE B-1: RESIDENTIAL BUDGET FOR FIRST YEAR OF OPERATION	110
FOOTNOTES TO SCHEDULE B-1 …..	111
SCHEDULE B-2: MASTER BUDGET FOR FIRST YEAR OF OPERATION	121
FOOTNOTES TO SCHEDULE B-2	123
SCHEDULE C: BUDGET FOR PROPERTY OWNERS ASSOCIATION	131
FOOTNOTES TO SCHEDULE C	132
OPINION LETTER – Compliance with Real Property Law 339-i	138
OFFICE UNIT	140
RETAIL UNIT	146
PARKING UNIT	152
STORAGE BINS	156
OPEN SPACE AND PUBLIC PARK	159
CHANGES IN PRICES OR UNITS	162
INTERIM LEASES	168
PROCEDURE TO PURCHASE	169
ASSIGNMENT OF PURCHASE AGREEMENT	174
EFFECTIVE DATE OF THIS OFFERING PLAN	175
TERMS OF SALE	177

	Page
CLOSING OF TITLE TO INDIVIDUAL UNITS	182
RIGHTS AND OBLIGATIONS OF THE SPONSOR	193
CONTROL BY THE SPONSOR	206
RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND RIGHTS AND OBLIGATIONS OF THE BOARDS	210
SUMMARY OF DECLARATION AND BY-LAWS	220
REAL ESTATE TAXES	247
INCOME TAXES - DEDUCTIONS FOR UNIT OWNERS AND TAX STATUS OF THE CONDOMINIUM	255
OPINION OF COUNSEL	257
OPINION OF TAX COUNSEL (MARCUS & POLLACK)	261
WORKING CAPITAL AND RESERVE FUND	301
IDENTITY OF PARTIES	305
MANAGEMENT AGREEMENT AND CONTRACTS	309
REPORTS TO UNIT OWNERS	317
DOCUMENTS ON FILE	317
GENERAL	319
SPONSOR'S STATEMENT OF SPECIFICATIONS OR BUILDING CONDITION	320

PART II

			Page
A.	PURCHASE AGREEMENT FORM OF INTERIM LEASE	A-1	323
B.	INSPECTION STATEMENT	B-1	363
C.	UNIT POWER OF ATTORNEY TO MASTER BOARD UNIT POWER OF ATTORNEY TO RESIDENTIAL BOARD UNIT POWER OF ATTORNEY TO OFFICE BOARD	C-1	367
D.	CONDOMINIUM UNIT DEED (RESIDENTIAL UNIT) CONDOMINIUM UNIT DEED (OFFICE UNIT)	D-1	385
E.	DESCRIPTION OF PROPERTY AND SPECIFICATIONS Architect's Report Floor Plans	E-1	403
F.	DECLARATION OF CONDOMINIUM	F-1	569
G.	MASTER CONDOMINIUM BY-LAWS RESIDENTIAL BY-LAWS OFFICE BY-LAWS	G-1	635
H.	REAL ESTATE TAX CONSULTANT'S ESTIMATE OF TAXES FOR RESIDENTIAL SECTION (421-A)	H-1	859
I.	REAL ESTATE TAX CONSULTANT'S ESTIMATE OF TAXES FOR OFFICE SECTION (ICAP)	I-1	881
J.	ENGINEER'S CALCULATIONS OF GAS AND ELECTRICAL CONSUMPTION	J-1	903
K.	CERTIFICATIONS Sponsor and Principal Sponsor's Architect Sponsor's Expert Concerning Adequacy of Budget Sponsor's Expert Concerning Adequacy of Commercial Common Charges	K-1	909
L.	ALTERATION OBLIGATIONS	L-1	927
M.	FORM W-9, REQUEST FOR TAXPAYER IDENTIFICATION NUMBER FORM W-8, CERTIFICATION OF FOREIGN STATUS	M-1	933

			Page
N.	STORAGE BIN LICENSE	N-1	941
O.	DECLARATION OF GENERAL LARGE SCALE DEVELOPMENT	O-1	947
P.	DEPT. OF ENVIRONMENTAL PROTECTION DECLARATION	P-1	1045
Q.	RESTRICTIVE DECLARATION- PARKING	Q-1	1075
R.	DEED OF PROPERTY	R-1	1089
S.	DECLARATION ESTABLISHING POA	S-1	1119

SPECIAL RISKS

1. Defaults Under Purchase Agreement

At the time a Purchase Agreement is executed, a Purchaser will be required to make a deposit in an amount equal to ten percent (10%) of the Purchase Price, which shall be due upon Purchaser's signing of the Purchase Agreement (the "Deposit" or "Down Payment"), paid by official bank check or wired funds. In the event that Purchaser defaults under a Purchase Agreement, Sponsor, or Sponsor's designee, must make a written demand for payment (or for the curing of the default) after default at least thirty (30) days before forfeiture of the Down Payment may be declared. Sponsor, or Sponsor's designee, shall notify Purchaser that if Purchaser fails to cure any such default within thirty (30) days after Sponsor, or Sponsor's designee, has sent to Purchaser a written notice specifying the nature of the default, then Sponsor, or Sponsor's designee, shall have the right to either (i) retain, as and for liquidated damages, the Down Payment plus any additional expenses incurred by Sponsor, or Sponsor's designee, on account of any Purchaser's Work in the Unit ordered by the Purchaser together with the interest thereon (hereinafter called the "Liquidated Sum"), or (ii) seek specific performance. If the Purchase Agreement is canceled, then any payments received by Sponsor, or Sponsor's designee, in excess of the Liquidated Sum, together with any interest earned on such excess payments, shall be refunded to the Purchaser within fifteen (15) days after cancellation. **Time is "of the essence"** for paying any amounts due under the Purchase Agreement and curing any defaults thereunder during the aforementioned thirty (30) day period.

In the event that a Purchase Agreement is canceled, both Sponsor, or Sponsor's designee, and the Purchaser shall be relieved of all further obligations and liabilities thereunder and under this Plan, and Sponsor shall be free to sell the Unit to another as though such Purchase Agreement had never been made, and without accounting to the Purchaser for the proceeds received on such sale.

In addition, if a Purchaser defaults and does not close on the originally scheduled closing date, and Sponsor elects not to cancel Purchaser's Purchase Agreement, then (a) the closing adjustments to be made at the Closing will be made as of midnight of the day preceding the originally scheduled closing date and (b) Purchaser will be required to pay to Sponsor an amount equal to .03% of the Purchase Price for each day from and including the originally scheduled Closing date through the actual Closing.

Pursuant to law, as of the Date of this Plan, Purchasers are advised that if a Purchaser makes a Deposit in excess of $250,000 for the purchase of a Unit, such Deposit will not be federally insured for the amount in excess of $250,000. Purchasers are further advised that if a Purchaser makes a Deposit of less than $250,000, but has other funds at the same bank as the Escrow Account, such Deposit still may not be fully or even partially insured. The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per depositor, per insured bank, for each account ownership category (e.g., single account ownership, joint account

ownership, etc.). Any deposit combined with the funds of the individual Purchaser in the same bank and ownership category totaling more than $250,000 will not be insured more than the $250,000 maximum. Funds drawn on an out-of-state or foreign bank will not be accepted in payment of any portion of the Purchase Price, unless otherwise agreed to by Sponsor.

The Purchase Agreement also provides that a Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements and court costs incurred by Sponsor in defending Sponsor's rights under the Purchase Agreement, or, in the event Purchaser defaults under the Purchase Agreement beyond any applicable grace period, in canceling the Purchase Agreement or otherwise enforcing Purchaser's obligations thereunder. THE PURCHASE AGREEMENT ALSO PROVIDES, IN CLEAR AND EXPLICIT TERMS, THAT, EXCEPT AS PROHIBITED BY LAW, THE PARTIES WAIVE TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, OR IN CONNECTION WITH, OR RELATING TO, THE PLAN, THE PURCHASE AGREEMENT, OR THE RELATIONSHIP CREATED THEREBY. See the section entitled "Procedure to Purchase" for further details.

2. No Financing Contingency

Although a Purchaser may obtain financing from a lending institution or any other source, the obligation to purchase a Unit pursuant to the Purchase Agreement shall not be contingent upon obtaining financing for such purchase. Neither Sponsor nor the Selling Agent makes any representations as to the terms or availability of any mortgage financing. Prospective Purchasers are, therefore, advised to finalize their financing arrangements before signing an Agreement. Purchasers should note that, as of the Date of the Plan, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of Units in a building 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 where Sponsor has not sold a substantial percentage of the units in the building, which in some cases may be as high as 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 10% or more. It may also be difficult for a Purchaser to resell a unit if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions. Prospective Purchasers should be aware that even if a financing commitment is obtained and issued by a lender, its term may be fixed and could expire before the closing date, and a Purchaser may be required to close without such financing or risk losing its deposit.

Notwithstanding the foregoing, Sponsor reserves the right to make a Purchaser's obligation to purchase a Unit contingent upon the receipt of a letter of commitment for financing if a prospective Purchaser's financial resources are acceptable to Sponsor in Sponsor's sole and absolute discretion. Failure to comply with all the requirements of the contingency provisions will void the financing contingency, and render the Purchase Agreement unconditional and non-contingent with respect to financing.

3. Sale of Units

Sponsor's offer to sell the Units under this Plan is contingent upon the Plan being declared effective pursuant to Section 20.3(q) of Title 13 NYCRR. Under the terms of the NYCRR, Sponsor may not declare the Plan effective until Purchase Agreements are signed by bona fide purchasers for at least fifteen percent (15%) of all of the Units and the Plan must be declared effective when Purchase Agreements have been accepted by Sponsor for eighty percent (80%) or more of the Units being offered under the Plan. Purchasers should note that, pursuant to Law as of the Date of this Plan, even if the Plan is declared effective with a minimum number of signed Purchase Agreements, it is possible (in the event certain Purchasers counted by Sponsor towards effectiveness do not ultimately close on their Unit) that Sponsor may be able to submit the Property to a condominium regime with fewer than the minimum number of sales.

Although, as of the Date of the Plan, Sponsor intends to sell all of the Residential and Office Units, Sponsor has reserved the right to cease marketing all or any Units in Sponsor's sole discretion. There is no restriction on the right of Sponsor to rent Unsold Units. Because Sponsor is not obligated to sell and is not guaranteeing to sell all Units, there is no commitment by Sponsor to sell more Units than the fifteen percent (15%) necessary to declare the Plan effective, and thus owner-occupants may never gain effective control and management of the Condominium. Notwithstanding the foregoing, Sponsor shall not permit occupancy of Unsold Residential Units until the Plan is consummated unless pursuant to an interim lease accompanying an executed purchase agreement.

The New York State Court of Appeals, in its opinion in 511 East 232 Owners Corp. v. Jennifer Realty Co., 98 N.Y.2d 144, 746 N.Y.S.2d 131 (2002) ("Jennifer Realty"), ruled that a cooperative housing corporation and certain of its tenant-shareholders had a cause of action with respect to their claim that their sponsor might have breached a "contractual obligation to dispose of all of its unsold shares within a reasonable period of time." As noted above, as of the Date of the Plan, Sponsor intends to sell all of the Residential and Office Units (except for the Unit designated as the Resident Superintendent's Unit). However, Sponsor and the Owners of any Unsold Units have reserved the right to rent or lease any Unsold Unit or to cease marketing Units for sale without notice or amendment to the Plan.

Once the Plan has been declared effective, it may not be abandoned except in the event that: (a) the existence of a defect in title (including, without limitation, work orders of the insurance carrier) affecting one or more Units and/or the Common Elements that cannot be cured for less than one-half (1/2) of one percent (1%) of the total offering price (the dollar amount so relied upon by Sponsor must exclude all attorneys' fees or any such title defects or determinations of any authority or regulatory association which exist on the Date of the Plan and are either known to Sponsor or are a matter of public record) or (b) substantial damage or destruction of the Building by fire or other casualty which cannot be cured for less than one-half (1/2) of one percent (1%) of the total offering price or (c) there is a taking of all or part of the Property in condemnation proceedings or by eminent domain. There will be no obligation on the

part of Sponsor or its designee to incur expenses (except to the extent of one-half (1/2) of one percent (1%) of the total offering price in the case of work orders or title defects) or engage in litigation to cure title defects. Sponsor will not be obligated to remedy violations performed by or caused by the acts or omissions of any person who becomes a tenant or occupant under a lease or Use and Occupancy Agreement of a Unit.

4. Conveyance of Title

If Sponsor refuses or is unable to correct any lien, encumbrance or title defect (a "Defect") (other than any encumbrances that are permitted under a Purchaser's Purchase Agreement ("Permitted Encumbrances"), Sponsor shall not be obligated to bring any action or proceeding or otherwise incur any cost or expense of any nature whatsoever in excess of its obligations set forth in the Plan in order to cure such Defect, and, in such case, if Sponsor notifies Purchaser of its refusal to cure such Defect and if Purchaser is not in default hereunder, Purchaser's sole remedy shall be to either: (a) take title to the Unit subject to such Defect (without any abatement in, or credit against, the Purchase Price, or any claim or right of action against Sponsor for damages or otherwise); or (b) terminate the Purchase Agreement. If Purchaser so elects to terminate the Purchase Agreement, Sponsor shall, within thirty (30) days after receipt of notice of termination from Purchaser, return to Purchaser the Deposit paid by Purchaser hereunder, together with interest earned thereon, if any, subject to Sponsor's rights to retain all funds deposited by Purchaser for Purchaser Work, to the extent not yet already expended or payable by Sponsor, as more particularly described in the Section of the Plan entitled "Terms of Sale," and, upon making such payment, the Purchase Agreement will be terminated and neither party hereto will have any further rights, obligations or liability to or against the other under the Purchase Agreement or the Plan. The foregoing remedy must be exercised by notice by Purchaser in writing to Sponsor within fifteen (15) days after Sponsor gives notice of its inability or refusal to cure such Defect; provided that, if Purchaser shall fail to timely provide such termination notice, it will be conclusively deemed that Purchaser elected the remedy described in clause (a) above (i.e., to acquire title subject to such Defect). Sponsor has no obligation to institute any action or proceeding or to expend any sum of money in excess of one half (1/2) of one percent (1%) of the Purchase Price of the affected Unit to make title insurable or to eliminate any encumbrances or title defects.

5. Real Property Transfer Taxes

Purchasers shall be obligated to pay the New York City Real Property Transfer Tax and New York State Real Property Transfer Tax, which by law are the primary obligation of a seller. If the Purchase Price of a Residential Unit is $1,000,000 or more, the Residential Purchaser shall also be obligated to pay the New York State Additional Tax pursuant to Article 31 of the Tax Law, commonly referred to as the "Mansion Tax," one (1%) percent of the Purchase Price as of the Date of the Plan, which by law is the primary obligation of a Purchaser. In addition to the foregoing, it is anticipated that the sale of a Storage Bin License (as such term is hereinafter defined) may also be subject to Transfer Taxes, and the cost of said Storage Bin License may

need to be included in the consideration subject to taxes. For purposes of calculating the taxes payable, the amounts of such taxes (other than the Mansion Tax) will be included in the consideration subject to such tax. Regarding the Mansion Tax, Purchase Price and transfer taxes payable by Purchaser are added together to arrive at total consideration. (See the Section entitled "Closing Costs and Adjustments" for further details.)

6. No Warranty by Sponsor Other than Sponsor's Obligations set forth in the Plan

All Units offered pursuant to this Plan will be built and furnished in accordance with the Architect's Report and all applicable codes, and as described in the Plan, subject to Sponsor's right to substitute equipment, fixtures and finishes of substantially equal quality or design, as determined by current industry standards. Sponsor will not have any obligation to perform any other work, and no other repairs or alterations shall survive closing, other than Sponsor's obligations to make any corrections or repairs to the Unit as agreed by Sponsor and Purchaser on each Purchaser's Inspection Statement, subject to Sponsor's right to substitute equipment, fixtures and finishes of substantially equal quality or design, as determined by current industry standards.

To the extent that a Temporary Certificate of Occupancy ("TCO") has been issued for a particular Unit and the respective Purchaser has been offered an opportunity to inspect the Unit prior to closing, regardless of whether or not such Purchaser actually attended such inspection, and has been provided with an opportunity to execute an Inspection Statement, regardless of whether or not Purchaser has actually completed such Inspection Statement (in both cases whether or not Purchaser actually inspects the Unit or executes an Inspection Statement), such Unit will be sold "as is." Except as expressly set forth in the Plan, Sponsor does not guarantee the materials, equipment, fixtures, workmanship or any other aspect of the Units, Common Elements or Limited Common Elements. The Housing Merchant Implied Warranty Law (General Business Law Article 36-B) is not applicable to this offering. Sponsor is not making any express or implied warranties of fitness for a particular purpose, merchantability or habitability. Without limiting the generality of the foregoing, Sponsor hereby disclaims any and all express or implied warranties as to view, light quality, sound and/or odor transmission, the existence of molds, mildew, spores, fungi and/or other toxins within the Condominium. Sponsor has not given and Purchaser has not relied on or bargained for any such warranties. In no event will Sponsor be liable for incidental or consequential damages (whether based on negligence, breach of contract, warranty, or otherwise). In the event of any conflict between the foregoing disclaimers and Sponsor's obligations to construct the Building in accordance with all applicable codes and the provisions of the Plan, Sponsor's obligations to construct the Building in accordance with all of the provisions of the Plan will control. If a Unit Owner performs custom work on their Unit or manipulates or replaces existing systems or finishes, Sponsor shall no longer be liable for any warranty in connection therewith. Furthermore, any Alterations performed by a Unit Owner that damages the overall Building systems shall be the responsibility of the respective Unit Owner and shall not be the responsibility of the Sponsor or its designee. As of the Date of the Plan, the Sponsor has sufficient assets for the performance of its obligations under this Plan. See the

section entitled "Rights and Obligations of Sponsor" for further details.

Purchasers are advised that the Retail Unit and each Office Unit shall be delivered as a "White Box" finished with drywall only. They will be provided as a shell with capped utility connections. A Purchaser or tenant of a Non-Residential Unit shall be responsible for the fit-out of the Unit, which shall include the obligation to perform sufficient work to obtain a Temporary Certificate of Occupancy for the Unit. Notwithstanding the foregoing, nothing contained herein is intended to release Sponsor from its obligation to obtain the Permanent Certificate of Occupancy for the Building.

7. Closing Costs

All legal costs, fees, and expenses charged by Purchaser's counsel shall be the sole responsibility of Purchaser. In addition, Purchaser shall be responsible for payment of the following fees: (i) the sum of $3,000.00 to Ganfer & Shore, LLP for its services in connection with preparing the Unit Deed, the Unit Owner's Power(s) of Attorney and for coordinating and attending the closing. In the event a Purchaser purchases multiple Units or plans to combine its Unit with a portion of another Unit in the Building, such Purchaser shall be responsible for a fee of three thousand ($3,000) *per* Unit (or portion of Unit) purchased; (ii) if Purchaser requests the closing to occur at an office other than the offices of Ganfer & Shore, LLP, or such other place as Sponsor may designate in its closing notice, and Sponsor and Ganfer & Shore, LLP agree to such change, an attendance fee of $750 for each closing held within Manhattan (and no closing shall be held outside of Manhattan); (iii) if Sponsor, in its sole discretion, consents to Purchaser's request to an assignment of the Purchase Agreement, or for the addition, deletion or substitution of names on the Purchase Agreement, a fee of $1,000; (iv) if the Purchaser also purchases a Storage Bin license, a fee of $500; and (v) if the Closing is adjourned through no fault of Sponsor, an additional fee in addition to any amount set forth in the Purchase Agreement of $500 for each such adjournment, which occurs prior to commencement of a closing, to help defray the costs of preparing for and coordinating a new closing. Notwithstanding the foregoing, if a closing is adjourned once a closing has commenced, in order to accommodate, or on account of, Purchaser or Purchaser's lender, then an additional fee of $1,000 will be charged. The preceding fees are cumulative. See the Section entitled "Unit Closing Adjustments and Costs" for further discussion. See the Section entitled "Unit Closing Costs and Adjustments" for further details.

Office Unit Owners and Residential Unit Owners (excluding the Sponsor or Sponsor's designee) who sell their Units shall be required to pay to the extent allowed by law, a fee to the Office Board or Residential Board, as applicable, or the Managing Agent for services performed in connection with processing the application for the sale or lease of their Units.

8. Special Work in Residential Units

Sponsor may agree to modify or upgrade the Floor Plans and finishes of certain Residential Units or to do special custom work or provide extras to the Residential Units if

requested by individual Purchasers and agreed to by Sponsor, in writing, in its sole discretion (hereinafter, "Purchaser Work"), provided only that any such work will comply with any laws, rules or regulations of any governmental agency having jurisdiction over the Purchaser Work. Such Purchaser Work shall be performed upon such terms and conditions as the Sponsor and the Purchaser may agree upon. Sponsor shall have the right to refuse to perform any Purchaser Work unless Purchaser shall deposit with Sponsor an additional sum in an amount to be agreed upon, to cover the cost of any such Purchaser Work ("Purchaser Work Funds"). All deposits of Purchaser Work Funds shall be initially deposited into the Escrow Account, and released by the Escrow Agent to the Sponsor in accordance with the terms of the Purchase Agreement, to be used by Sponsor to pay for the Purchaser Work. In the event a Purchaser becomes entitled to rescission after the release of such funds, Purchasers shall not receive a refund of Purchaser Work Funds already expended or payable for Purchaser Work. However, any such funds not already expended or payable by Sponsor for such Purchaser Work shall be returned to Purchaser. Furthermore, if Sponsor abandons the Plan, Purchasers will be entitled to a refund of all monies paid to Sponsor, including Purchaser Work Funds, but shall have no other rights or remedies. See the section entitled "Certificate of Occupancy and Alteration Obligations" for details regarding Unit Owner Alterations in Units. In addition, see the section entitled "Procedure to Purchase" for further details.

9. Change in Prices

The prices for the Units may be negotiated by individual Purchasers so that Purchasers may pay different prices for similar Units. The Plan will be amended to reflect (i) a general price change affecting a group, line, or other category of Units, (ii) a price change to be advertised in a newspaper or other media, or (iii) a higher price for an individual Unit. An amendment shall not be required to reflect a decrease in price resulting from negotiations by an individual Purchaser. See the Section entitled "Change in Prices or Units" for further details.

10. Foreign Government Purchasers

Notwithstanding anything to the contrary contained herein, any Purchaser that is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (.i.e., diplomatic or sovereign immunity) ("Foreign Government Purchaser") shall be required to expressly and voluntarily waive such immunity and consent to any suit, action or proceeding arising out of or relating to the Purchase Agreement or the Declaration, the By-laws of the Condominium and the Rules and Regulations of the Condominium, being brought in any State or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with the Purchase Agreement or the Condominium Declaration, By-laws or the Rules and Regulations of the Condominium. Any Foreign Government Purchaser shall designate and authorize a lawful agent to receive process for and on behalf of the Foreign Government Purchaser in any State or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with the Purchase Agreement or the Condominium Declaration, By-laws or the Rules and Regulations of

the Condominium. A Foreign Government Purchaser may be required to deposit with the appropriate Board at closing an amount equal to 2 years' Common Charges with respect to the Unit based on the applicable budget in effect as of the closing date of the Unit which will be in addition to the required contribution to the Working Capital Fund. Such amount shall increase from time to time as such Common Charges increase, together with the full amount of any Special Assessment levied against, or allocable to, such Unit, as security for the faithful observance by such Unit Owner of the terms, provisions and conditions of the By-Laws of the Condominium. In the event that such Foreign Government Purchaser defaults in respect of the terms, provisions and conditions of the Declaration, By-Laws or the Rules and Regulations of the Condominium, the Board may use, apply or retain the whole or any part of the security so deposited, to the extent required for the payment of any Common Charges or any other sum to which such Foreign Government Purchaser is in default. Thereafter, the Foreign Government Purchaser shall deposit with the appropriate Board the amount so applied or retained so that such Board has the full amount of said security on hand at all times. See the Section of the Plan entitled "Procedure to Purchase" for details.

11. No Additional Benefits

No party other than the respective Purchaser shall have any right or benefit herein or herefrom, including without limitation, the right to insist upon or enforce against Sponsor or its designee the performance of all or any of Sponsor's obligations hereunder, and no such third party (including without limitation, parties purchasing from Purchasers) shall be deemed to have received any benefit as a result of any of the provisions of the Plan. See the section entitled "General" for further details.

12. Residential Unit Closings; Nature of Construction

As of the date of presentation of this Plan, Sponsor anticipates that the First Residential Unit Closing shall occur on or about January 1, 2017. Residential Purchasers will be offered a right of rescission if the actual date of the first closing of title to a Residential Unit (the "First Residential Unit Closing") occurs on, or later than, January 1, 2018, twelve months after the date for the projected First Residential Unit Closing. If the Plan is amended to provide for a later projected date for the First Residential Unit Closing, Residential Purchasers will be entitled to an offer of rescission if the First Residential Unit Closing occurs more than twelve months beyond the amended, later date provided in the Plan, as amended, at the date of execution of their Purchase Agreement. Residential Purchasers offered a right of rescission will have fifteen (15) days from the presentation of an offer of rescission within which to elect to rescind.

However, if the First Residential Unit Closing occurs prior to January 1, 2018, the Sponsor may schedule the closings of title to other Units significantly later than such date. Unless a Residential Purchase Agreement contains an outside closing date, Sponsor is not obligated to schedule a closing within any specified time frame or to ensure that closing of title to a Unit will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE

CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.

Prospective Purchasers are advised that construction is a complicated process requiring the coordination of numerous tasks, contractors and suppliers, and the balancing of complex MEP and architectural systems. No guarantee can be given with regard to the accuracy of any projected completion dates set forth herein. Construction workers and related personnel will be at the Property from time to time completing construction of the Building, making adjustments, completing punch-list items, and performing various other tasks necessary to complete construction of the Building. Such adjustments and corrections may occur between Monday through Friday (excluding Federal holidays), between the hours of 7:00 A.M. and 5:00 P.M. (provided that any work that may cause noise, odors or vibrations may not commence prior to 9:00 A.M. or be performed after 3:30 P.M.), and could compromise the Building's security and MEP systems. During this period, various building systems, including, but not limited to, water supply, air conditioning, heating, cooling, ventilating, elevators and electrical systems may need to be shut down from time to time. While Unsold Units are being constructed and offered for sale or lease by Sponsor, there may be a greater number of visitors to the Building than would otherwise be the case. No representation or warranty is made and no assurance is given as to when such construction, selling or leasing activity will terminate.

Sponsor will have the right to and may utilize the elevators and building systems and may install and retain scaffolding and other equipment on and in any portion of the Building to complete construction of the Building. During the period when Sponsor is completing construction of the Building, moves into the Building may be restricted to certain periods when the elevators and other access to the Building are not being utilized by the construction trades.

Portions of the Building, including the Common Elements, Storage Bins, amenity areas including the Gym and Residential Roof Terrace on the fourth floor, lobby finishes, hallway finishes and lighting, landscaped areas and portions of the Retail Unit, may not be completed or be available for use by Unit Owners at the time they are scheduled to close on their respective Units or for a period of not more than two (2) years after their respective closings. Such delay in completion is not a basis for a Purchaser to refuse to close title to a Unit. In addition, the presence of hoists or other construction facilities may delay the closing of title to certain Units until such hoists or other construction facilities are no longer needed and are removed. Purchaser's should be aware that they may be required to close title to their Unit while construction in other Units is continuing, which construction may, possibly, take place for extended periods of time, and that noise, vibration, dust and other objectionable conditions inherent in a construction site may inconvenience Unit Owners after closing. See the section entitled "Description of the Property and Improvements" for further details.

Adjustments to the windows, elevators and other systems may require more than eighteen (18) months after the First Residential Unit Closing to complete. Such adjustments occurring after the First Residential Unit Closing may not be required for the issuance of a Temporary

Certificate of Occupancy relating to a Unit. However, no Purchaser shall be required to close on his respective Unit without the issuance of a Temporary Certificate of Occupancy for such Unit. See Special Risk #13 for further information regarding the certificate of occupancy.

The Common Elements, amenity spaces, decoration of the lobbies and corridors, including, but not limited to, the hanging of lighting fixtures and the installation of wall covering may not be completed for a period of not more than two (2) years after the First Residential Unit Closing or the First Office Unit Closing (whichever occurs earlier). Certain services, such as telecommunications, and other similar services may be provided by outside suppliers and delays in providing these services will not be the responsibility of Sponsor and shall not be a basis for Purchaser to refuse to close title to the Unit. Such suppliers may not provide these services until occupancy in the Building has reached certain levels.

13. Certificate of Occupancy and Alteration Obligations

Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a permanent certificate of occupancy ("PCO") covering the entire building but with only a temporary certificate of occupancy ("TCO"), and sometimes with several successive temporary certificates of occupancy. Certificates of occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and PCOs are issued by the New York City Department of Buildings ("DOB"). A TCO is intended to indicate that the property conforms substantially to the DOB approved plans and specifications, and to the requirements of all applicable laws, rules, and regulations for the uses and occupancies specified in the TCO. No change of use or occupancy shall be made unless a new certificate of occupancy is issued. All TCOs have an expiration date. A TCO typically expires 90 days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units. In New York City, it is common for sponsors to commence unit closings when some or all units are covered by a TCO rather than a PCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof, and ultimately for obtaining a PCO covering the entire building within two years from the date of the issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that DOB will issue the PCO within such two year period. NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE PERMANENT CERTIFICATE OF OCCUPANCY FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE PCO WITHIN SUCH TWO YEAR PERIOD WHILE KEEPING THE TCO CURRENT. Unit Owners and each of the Boards shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings.

Since the individual Residential and Office Unit Owners (subject to the approval of the Sponsor or its designee, the Residential or Office Board and if applicable, the Master Board, as described in the By-laws) may be permitted to undertake alteration work (as such term is defined

by the NYC DOB) in a Residential or Office Unit, respectively, to complete the construction of said Unit ("Alterations") prior to the procurement of a PCO, such Alterations may cause additional delays in the issuance thereof. Notwithstanding the foregoing, Sponsor and its principals are obligated to procure the PCO.

As a result, the applicable Section Board, and if applicable, the Master Board, shall have the right to obligate such Unit Owners to complete the Alterations in the Units within six (6) months from commencement of construction so as to enable Sponsor and/or its designees to obtain the PCO. Sponsor and/or its designees are obligated to procure the PCO for the Building, and agree to exercise best efforts to obtain the PCO, subject however to (i) Force Majeure, (ii) the cooperation of the Boards in the Building, and (iii) the acts or resulting delays caused by Unit Owners or their contractors, employees, agents or tenants. Sponsor's obligation to obtain the PCO is subject to administrative delays and delays on the part of the Boards, the Unit Owners or their contractors, employees or agents. Until a PCO is issued, the Section Boards, Master Board, if applicable, and the Sponsor and its designee shall have the right to withhold consent to Alterations by Unit Owners for any reason or no reason. All Unit Owners and the applicable Boards shall be obligated to cooperate with and to refrain from obstructing Sponsor from completing any work that it is required to perform to obtain a PCO.

In connection with Residential Units and Office Units, each respective Unit Owner shall agree that, prior to the commencement of any Alterations, the Unit Owner shall deliver for approval by the Sponsor's architect and the Sponsor's consulting engineer the proposed Alteration for review and approval, and the Unit Owner shall complete all of the Alteration obligations ("Alteration Obligations") provided in Exhibit L of Part II of this Plan. Pursuant to the terms of the By-Laws, Sponsor, its designee and/or the Master Board shall have the right to update and revise the Alteration Obligations and shall have the right, upon the review of materials submitted pursuant to the Alteration Obligations, to request revisions thereto.

Prior to the issuance of a PCO, the Office Board shall not, without first obtaining the written consent of Sponsor or its designee, perform any work on the Office Common Elements or give consent to any Unit Owner to perform any work on any portion of the Building.

Prior to the issuance of a PCO, the Residential Board shall not, without first obtaining the written consent of Sponsor, perform any work on the Residential Common Elements or Residential Limited Common Elements or give consent to any Unit Owner to perform any work on any portion of the Building.

Any Parking Unit Owner (who is not Sponsor or Sponsor's designee) shall not, prior to the issuance of a PCO, perform any Alterations in the Parking Unit which would have a material adverse effect on a Common Element or a Unit or on the structural, mechanical, electrical or plumbing elements of the Building, or the exterior appearance of the Building, or which would increase insurance premiums or maintenance costs for any non-Parking portion of the Building, unless said Parking Unit Owner shall, with respect to that portion of the Alterations that impairs

or modifies any such non-Parking portions of the Building, (i) obtain prior written consent from Sponsor, and if applicable, the Master Board (which consent may be withheld for any or no reason at Sponsor's or a Board's sole discretion) and (ii) fulfill the Alteration Obligations (as annexed hereto in Exhibit E to this Declaration.)

Any Retail Unit Owner (who is not Sponsor or Sponsor's designee) shall not, prior to the issuance of a PCO, perform any Alterations in the Retail Unit or Retail Common Elements which would have a material adverse effect on a Common Element or a Unit or on the structural, mechanical, electrical or plumbing elements of the Building, or the exterior appearance of the Building, or which would increase insurance premiums or maintenance costs for any non-Retail portion of the Building, unless said Retail Unit Owner shall, with respect to that portion of the Alterations that impairs or modifies any such non-Retail portions of the Building, (i) obtain prior written consent from Sponsor, and if applicable, the Master Board (which consent may be withheld for any or no reason at Sponsor's or a Board's sole discretion) and (ii) fulfill the Alteration Obligations (as annexed hereto in Exhibit E to this Declaration).

Purchasers are advised that if a Unit Owner commences Alterations on its Unit and (a) does not clear NYC DOB (or any other New York City agency) violations or objections within thirty (30) days of the issuance of said violations or objections, and/or (b) does not close permits on the earlier to occur of six (6) months from obtaining such permits or sixty (60) days from the substantial completion (or abandonment) of the Alterations, then Sponsor, its designee and/or an applicable Board shall have the right to either (i) complete such Alterations on behalf of the Non-Residential Unit Owner at the Unit Owner's sole cost and expense or (ii) compel the Non-Residential Unit Owner to complete the Alterations in a manner which enables the Building to obtain a Permanent Certificate of Occupancy within six (6) months from commencement of the Alteration.

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

14. First Year of Condominium Operation

The first year of Condominium operation begins on the date of the First Residential Unit Closing (the "First Year of Condominium Operation"). The projected Residential Budget, Office Budget and Master Budget for the First Year of Condominium Operation (collectively, the "Budgets") are based upon the assumption that the First Year of Condominium Operation shall be January 1, 2017 through December 31, 2017. As in any newly constructed project, given the vagaries of the construction process, as more particularly described above, it is difficult to predict with any type of precision the date Sponsor will first be able to close title to the Residential Units. Accordingly, the First Residential Unit Closing may occur sooner or later than the

projected First Year of Condominium Operation and closings to certain Units may occur substantially before or after closings for other Units. See the Section entitled "Description of Property and Specifications on Building Conditions" for further details.

15. Right of First Refusal and Charges upon Sale of Residential or Office Units

Any Residential or Office Unit Owner (other than Sponsor and its designee) who receives a bona fide offer to (a) purchase his/her Unit together with its Appurtenant Interests in the Common Elements or (b) lease his/her Unit (such offer to purchase or lease a Unit, as the case may be, is called an "Outside Offer," the party making any such Outside Offer is called "Outside Offeror" and the Unit Owner to whom the Outside Offer is made is called an "Offeree Unit Owner"), which (s)he intends to accept, shall give notice, together with a copy of a signed agreement between the Outside Offeror and the Offeree Unit Owner, by certified or registered mail to the Sponsor and the Residential or Office Board, as applicable, of the receipt of such Outside Offer. Said notice shall also state the name and address of the Outside Offeror, the terms of the proposed transaction and such other information as the Sponsor, its designee, the Residential Board or Office Board may reasonably require. The giving of such notice shall constitute an offer by such Unit Owner, or its designee, corporate or otherwise, to sell his Unit together with its Appurtenant Interests in the Common Elements or to lease his Unit, on behalf of all other Residential Unit Owners or Office Unit Owners, as applicable, upon the same terms and conditions as contained in such Outside Offer. Such notice shall also constitute a representation and warranty by the Unit Owner who has received such Outside Offer, to the Sponsor or to the appropriate Board on behalf of all Residential Unit Owners or Office Unit Owners, as applicable, that such Unit Owner believes the Outside Offer to be bona fide in all respects. The Offeree Unit Owner shall submit in writing such further information with respect thereto as the Sponsor or appropriate Board may reasonably request. Not later than sixty (60) days after receipt of such notice together with such further information or documents as may have been requested (including, but not limited to occupancy agreements, guarantees or security agreements), the Sponsor, its designee or an applicable Board may elect, by sending written notice to such Offeree Unit Owner before the expiration of said sixty-day period, by certified or registered mail, to purchase such Unit together with its Appurtenant Interest in the Common Elements or to lease such Unit, as the case may be (or to cause the same to be purchased or leased by its designee, corporate or otherwise), on behalf of all Residential Unit Owners or Office Unit Owners, as applicable, upon the same terms and conditions as contained in the Outside Offer and as stated in the notice from the Offeree Unit Owner. Sponsor or its designee, so long as Sponsor or its designee shall own a Unit in the applicable Section of the Building, shall have priority over the Section Boards in its right to purchase a Unit pursuant to this section of the Plan. Therefore, in the event that both Sponsor and a Section Board send notice of intent to purchase the respective Unit in accordance with the By-laws, Sponsor, so long as Sponsor owns a Unit in said Section of the Building, shall have the right to purchase the respective Unit from the Offeree Unit Owner in accordance with the applicable By-Laws.

Upon the initial sale and closing of title under the Plan to any Residential Unit, Office

Unit or Retail Unit (either by Sponsor, its designee or any Unit Owner), the Purchaser thereof shall contribute to the Residential, Office or Retail Working Capital Fund, as applicable, an amount equal to two (2) months of Residential, Office or Retail Common Charges, as applicable, in effect at the time of closing in order to create a Working Capital Fund which will provide reserves for the applicable Section to use in the future for said Section's capital improvements, emergency repairs and working capital or for any adjustments to Sponsor as further described below.

The Residential, Office or Retail Working Capital Funds may be used, among other things for payment by the Residential, Office or Retail Boards, respectively, of any net Closing adjustment expenses relating to the Residential, Office or Retail Sections of the Building, owed to the Sponsor at the time of the First Residential Unit Closing. As such, until Sponsor is repaid its net closing adjustment expenses, there may not be a minimum amount of funds for working capital in a Working Capital Fund.

The amount of the net closing adjustment owed to Sponsor by a specific Section, will be paid to Sponsor by the Board of said Section, with interest, by applying the working capital contributions paid by each Purchaser in said Section at each Unit closing in said Section, against the principal outstanding and interest accrued under the terms of the negotiable installment promissory note to be executed by the appropriate Board ("Promissory Note") at the First Residential Unit Closing. The Promissory Note shall bear interest at the rate of nine (9%) percent per annum, and shall be payable in installments, with the first such installment due at the First Residential Unit Closing. Thereafter, installments are due upon the Closing of title to each additional Unit in said Section and will be satisfied by applying, in the case of each Unit Closing, the contribution paid by each Purchaser first against accrued interest owing on the Promissory Note and, thereafter, in reduction of the outstanding balance thereunder. The Promissory Note shall mature no later than the second anniversary of the First Residential Unit Closing, at which time, if there shall remain any outstanding amounts owing under the Promissory Note, it may be necessary for the appropriate Board to separately assess the Unit Owners for their pro-rata share of such outstanding balance.

The amount of the net closing adjustment owed to Sponsor by the Master Board will be paid to Sponsor, with interest, pursuant to a promissory note, and will be included in the Master Common Charges. If required by the Master Board, a Section Board will charge a Purchaser at the closing of title of a Residential Unit, Office Unit or Retail Unit a share of the expense of the costs to repay said Master Board's promissory note.

No separate line for the amount of any of installment promissory note, plus interest, is included in any of the Budgets. The Unsold Units are not being charged for such expense during the First Year of Condominium Operation, as the installment payments under each note are funded with Working Capital, which is not paid by the Sponsor but rather only purchasers of Units, although said payment is not due from said Unit Owner until such time that Sponsor sells the Unit to a bona fide Purchaser. See section entitled "Working Capital and Reserve Fund,"

"Rights and Obligations of Sponsor" and "Unit Closing Adjustments and Costs" in this Plan for further discussion.

There will be a Reserve Fund held by the Residential Board which may be used in part for paying the cost of future capital repairs, replacements or improvements to the Residential Section of the Building. Although the Building will be newly built and the Sponsor does not anticipate the imminent need for such capital repairs, replacements or improvements, there is no guarantee or assurance that the need for capital repairs, replacements or improvements will not arise in the future. Unit Owners may still be obligated to pay their share of the cost of repair, replacements, and improvements to the Common Elements as the need for the same arises, unless there are sufficient Reserve funds, Working Capital Funds or other funds available. See the section entitled "Reserve Fund" and "Working Capital Fund" for further details.

16. Window Washing Equipment

The Master Budget for First Year of Condominium Operation includes an expenditure for an annual window washing of all windows in the Condominium and the cost and expense thereof shall be a General Common Expense and shall be specially assessed between the Residential, Office and Retail Sections as described in the Budgets. There are no anchors or davits designed for the Building. A cleaning vendor may need to access the bulkheads of the Building at various setbacks. The interior glass surfaces of all windows located in any Unit shall be washed and cleaned at the sole discretion of the Unit Owner or occupant thereof at such Unit Owner's sole cost and expenses. See the Section entitled "Rights and Obligations of Unit Owners and the Board" for further details.

17. The Phases of Development; Property Owner's Agreement (POA)

The Condominium described in this Offering Plan will be built on Lot 40. The development of Lot 40, the subject of this Offering Plan, is sometimes referred to herein as Phase I. Lot 25, an adjacent property (the "Adjacent Property") may be developed in the future ("Phase II") by an affiliate of Sponsor or a subsequent owner, without limitation ("Phase II Owner"). Purchasers should recognize that there may be construction on the Adjacent Property and the Phase II structures may affect the views of the Building. As of the date of the submission of this Plan, the Adjacent Property is owned by an affiliate of Sponsor. See Special Risk #18 for further details.

Phase I shall include one (1) building and a landscaped outdoor public park area of approximately 25,796 square feet off of 39th Avenue adjacent to the west and north side of the Building (the "Public Park"). The building shall include a Residential tower ("Residential Tower") and an Office tower ("Office Tower"), built atop a three level base ("Base"). The Residential Tower, Office Tower and Base are collectively referred to herein as the "Building.") The Building is described in detail in the Section entitled "Description of Property as well as the Architect's Report. (Prospective Purchasers are advised that the Architect's Report refers to the

Base as the Combined Base, the Residential Tower as "Building C" and the Office Tower as "Building D". In addition, the Architect's Report may refer to the Building as the C/D Building or the Phase I Building.)

The Phase II construction is expected to include a residential tower A, a residential tower B, a combined A/B base beneath the residential towers A and B (collectively, said base and towers shall be referred to as "building A/B"), an office building E, additional underground parking and an additional area of open-air plaza. Once completed, the area of the open-air public plaza is expected be approximately 85,427 square feet ("Open Space") and will include the space that is referred to in this Plan as the Public Park. The Open Space is intended to be open to the public. As such, Unit Owners may be obligated to maintain property over which the do not have exclusive control.

The Phase II Owner, whether an affiliate of Sponsor or a subsequent owner, expects to commence development of Phase II within approximately thirty-six (36) months of the presentation of this Plan, subject to Force Majeure, the acts or delays of others and any other issues or occurrences that are beyond the Phase II Owner's control. Notwithstanding the foregoing, Sponsor makes no representation or guarantee that Phase II construction shall be carried out, or carried out to the extent described herein. Furthermore, Sponsor is under no obligation to carry out Phase II or to make any changes to Phase I based upon Phase II construction. Sponsor will have no liability to any Unit Owner or Purchaser, nor will a Unit Owner or Purchaser be entitled to any credit or otherwise be relieved from any obligations under the Plan, due to the fact that Phase II is not developed (or not developed in its entirety). In the event Phase II never gets developed, then the landscaped "Public Park" of approximately 25,796 square feet off of 39th Avenue adjacent to the west and north side of the Building shall be the only public park area of the development.

Purchasers are advised that Sponsor entered into a Declaration of General Large Scale Development, dated as of December 30, 2013 and recorded on January 14, 2014 as CRFN 201400017007 (the "GLSD") in the Office of the Register of the City of New York, Queens County (the "Clerk's Office"), which, among other things, requires that Sponsor or its designee (i) construct, maintain, repair and operate a publicly accessible open space and (ii) form a property owners' association ("POA"), which POA shall be responsible for maintaining, repairing and operating said open space as required under the GLSD. The name of the POA shall be Flushing Commons Property Owners' Association."

In accordance with the terms of the GLSD, the applicable boards of Phase I and Phase II will agree that the Open Space will be maintained, repaired and operated pursuant to the terms of the Declaration Establishing Property Owners' Association and of Covenants, Conditions, Easements and Restrictions (the "POA Declaration"). A copy of the POA Declaration is attached hereto as Exhibit S in Part II of the Plan. The POA Declaration provides that the POA shall be deemed automatically formed upon the Initial Construction of the Open Space (as such term is defined in the POA Declaration).

The POA will be managed by a board of managers (the "POA Board"), consisting initially of two (2) members (the "POA Board Members"). One (1) POA Board Member will be appointed by the Master Board of the Condominium and one POA Board Member shall be appointed by the applicable Phase II board, each of whom must also be members of the designating Board, respectively.

For so long as Sponsor (or its designee) controls the Master Board, Sponsor (or its designee) shall also retain the right to designate the POA Board Member on behalf of Phase I. Purchasers are advised that there is a possibility that the period of Sponsor control may never end.

In addition to the GLSD, Sponsor entered into (i) a Restrictive Declaration – Parking ("Parking Restrictive Declaration"), dated as of December 30, 2013 and recorded on January 14, 2014 as CRFN 201400017009 in the "Clerk's Office" which discusses parking restrictions; and (ii) a Department of Environmental Protection Declaration, dated as of December 30, 2013 and recorded on January 14, 2014 as CRFN 201400017008 in the Clerk's Office which discusses environmental restrictions. A copy of the DEP Declaration is included in Part II as Exhibit P. A copy of the Parking Restrictive Declaration is included in Part II as Exhibit Q. In addition, a copy of the Deed for the property, which describes the foregoing documentation, is included in Part II as Exhibit R.

18. No Sponsor Guarantees Regarding Views

An affiliate of Sponsor has proposed to develop the adjacent Lot 25 as part of a Phase II construction that will consist of a residential tower A, residential tower B and office tower E. The residential tower A would be located in the Northwestern most corner of Lot 25, approximately 237'-0" from the Northwest corner of the present (Phase I) Building. Residential tower B would be located approximately 140'-0" to the North of the Building. Office tower E would be located approximately 50'-0" to the East of the Building. There are no areas or sides of the Building where light would be affected by the construction of the proposed towers A, B and E. Views towards the North and Northwest of the Building would not be affected by the proposed construction of the proposed tower A, B and E. Views from the lowest five (5) Residential floors (4, 5, 6, 7 and 8) of the Building, directly East, might be affected while views towards the Southeast would not be affected by the construction of the proposed office tower E. Views to the East and Southeast from the 9th floor and higher of the Building would not be affected by the construction of the proposed office tower E.

Purchasers are advised that other adjacent parcels or buildings may be further developed and such development could adversely impact upon the views from a Unit. Moreover, Sponsor shall not be responsible for obstructed and/or adversely impacted views from Units due to trees, landscaping and/or lampposts erected at the street level or other buildings or structures built around the Building, prior to or after the Date of the Plan. Sponsor makes no representations or

warranties regarding building construction in the area of the Condominium or whether the existing structures in the area will remain.

19. Reservation of Certain Easements

Sponsor shall have, and the Units and Common Elements shall be subject to, an easement to use the Common Elements of the Property other than those portions which comprise Limited Common Elements, for any lawful purposes including, but not limited to, the purposes of (a) installing, utilizing, operating, maintaining, repairing, altering, rebuilding, restoring and replacing vents, plumbing lines, chases and equipment on the roofs and facade of the Building (to be located generally on roofs, exterior facades and other Common Elements including stairs and elevator bulkhead, except that to the extent same are located on any exterior façade, the same shall not materially block any window to any Unit) and elsewhere on the Common Elements and Facilities relating thereto; (b) accessing and using the Storage Bins, or any Common Elements to which Sponsor has retained rights and (c) repairing the façade or other exterior portion of the Building. The aforementioned easements may be used by Sponsor for its own account or the account of any designee, assignee, tenant, licensee or other transferee of Sponsor or any purpose permitted by Law, and shall remain in effect after the Control Period and after the Sponsor no longer owns any Units in the Building in perpetuity.

Sponsor and its designees, without the consent of any Board, Unit Owner or any holder of a mortgage encumbering a Unit and their respective affiliates, successors, assigns, invitees, licensees, contractors, employees and tenants, shall have an easement in, on, over and across all areas of the Property (including, without limitation, each Unit, General Common Elements, Office Common Elements, Residential Common Elements, Residential Limited Common Elements, Retail Common Elements), for (i) the use of, obtaining access to, inspection, maintenance and performance of alterations, replacements and repairs to and installation, replacement and maintenance of Facilities, equipment and personal property in, Units owned by such Sponsor or such Unit Owner, as the case may be, (ii) in the case of Sponsor and its designees, and their respective affiliates, successors, assigns, invitees, licensees, contractors, employees and tenants, construction of or improvement to the Building or any part thereof and completing the improvements to the Building as described in the Plan and fulfilling the obligations of the Sponsor under the Plan and any other lawful purpose as reasonably required for the maintenance and for improvements of its Units); provided (x) Sponsor, such Unit Owner or their respective designees, as the case may be, repairs any resulting physical damage to the Unit or Common Elements, as the case may be, and restores the damaged portion to substantially the physical condition it was in prior to such entry and (y) Sponsor, such Unit Owner or their respective designees, as the case may be, provides reasonable prior notice to the Owner of the Unit to which access is required (or the Master Board in the case of any portion of General Common Elements). In the exercise of the foregoing easement, Sponsor and its designees, (without the consent of any Board) may make temporary penetrations in a Unit or the Common Elements to obtain such access and for the other purposes described above, subject to the foregoing provisos as set forth above.

Sponsor and its designees (or both) and their respective successors and assigns, agents, servants, contractors and employees shall have an easement over, and shall have the right of access to, the exterior walls and if necessary or desirable, access to the roofs of the Building and to other portions of the Building, whether interior or exterior, as may be necessary or desirable for the installation, maintenance, replacement or repair of signs whether related to or unrelated to any business operating within the Building or the sale or rental of any Unit or any portion thereof, or for any other lawful purpose, as Sponsor or its designee deem appropriate. Sponsor and its designee shall not be obligated to pay any fee to the Condominium, nor shall the Condominium be entitled to receive any proceeds from the use of the walls or the roof relating to placing signs on the Building. No exterior signs installed by the Sponsor (including, without limitation, any plaque imbedded in any exterior wall) shall be removed or altered at any time without the express written consent of the Sponsor. The right to install any such signage shall include the right to install, in or upon the walls of the Building such equipment, hooks, supports, materials or, scaffolds as may be necessary to affix the signs to the exterior of the Building.

If a Non-Residential Unit is owned by the Sponsor or its designee, no Board approval of signage and/or awnings shall be required. The Sponsor shall have an easement to install any signs that the Sponsor deems appropriate whether or not such signs are related to the use of said Non-Residential Unit, provided only that any such signs comply with all governmental rules and regulations relating to any such sign installation.

The Condominium contains one (1) Retail Unit, portions of which shall be located on the first and second floors of the Base. The Retail Unit includes the loading dock (the "Loading Dock") located on the first floor of the Base, as shown on the Floor Plans attached in Part II of this Plan. Sponsor, Sponsor's designee, the Unit Owners, each Board and the Managing Agent will all have an easement to use said loading dock until such time as Phase II is completed, and another loading dock is created as part of Phase II. Once a second loading dock is available, Sponsor (and/or its designee) shall have the right, in its sole discretion, to either retain, modify or terminate the easement. If Sponsor or its designee elect to terminate the easement, then, upon termination, the existing loading dock will be used solely by the Retail Unit.

A more in-depth description of easements can be found in Section 15 of the Section Entitled "Summary of Declaration and By-Laws" in Part I of the Plan. See also the Declaration and By-laws in Part II of this Plan.

20. Resident Superintendent's Unit

Sponsor intends to sell a Residential Unit (the "Resident Superintendent's Unit") to the Residential Board at the First Residential Unit Closing. In the event said closing does not take place at the First Residential Unit Closing, Sponsor shall be obligated to sell said Resident Superintendent's Unit to the Residential Board within six (6) months of the First Residential Unit Closing. The Board shall then own such Unit on behalf of the Residential Unit Owners and will

use the same as the Residential Section's Resident Manager's residence. The Resident Superintendent's Unit shall be treated as a Residential Common Element. In the event such sale is not made prior to the First Residential Unit Closing, the Resident Manager shall live in the Resident Superintendent's Unit pursuant to a use and occupancy agreement, and the Residential Board shall pay to Sponsor use and occupancy payments in an amount equal to the sum of: (a) the real estate taxes and Common Charges assessed against the Unit, and (b) all other costs associated with maintenance of the Residential Unit occupied by the Resident Superintendent as described in Schedule B.

The purchase price for the Resident Superintendent's Unit, which as of the date of presentation of this Plan, is currently anticipated to be Unit 5B, will be approximately $894,000.00 (together with approximately $40,000 of closing costs). With respect to such Resident Superintendent's Unit, at the closing of title to each Residential Unit, the Purchaser thereof, as a closing cost, will be required to pay on behalf of the Residential Board an amount equal to Purchaser's share of the cost of the Resident Superintendent's Unit determined in accordance with the Common Interest of the Residential Unit purchased in proportion to the Common Interest appurtenant to all Residential Units (other than the Resident Superintendent's Unit) and in the amount more particularly set forth on Schedule A, "Purchase Prices and Related Information" in Part I of the Plan. See "Notes to Schedule A" for more information.

The Residential Board will pay all of the same closing costs to purchase the Resident Superintendent's Unit as any other Purchaser would pay to purchase a Residential Unit under this Plan. The closing costs for the Resident Superintendent's Unit will be paid from the initial Residential Working Capital Fund to be established out of payments made on account thereof by Purchasers at the closings of the purchase of their Residential Units.

Sponsor reserves the right, at any time following the first anniversary of the First Residential Closing, to cause the Residential Board to borrow funds sufficient to pay Sponsor the aggregate amount of the then unpaid portion of the purchase price for the Resident Superintendent's Unit. Any mortgage given by the Residential Board in respect of such loan shall be secured solely by the Resident Superintendent's Unit and shall not constitute or cause any lien to be placed on any other Unit Owner's Unit. In such circumstances, however, the additional Residential Common Charges necessary to pay the principal and interest under such mortgage and note shall be allocated exclusively to the Residential Units with respect to which the pro rata share of the purchase price therefor has not theretofore been paid as of the time of such borrowing and payment to Sponsor.

In the event the Residential Board defaults under the note and mortgage, including, but not limited to a default as the result of the Residential Board's failure to pay the balance of the purchase money note due at maturity, the lender may foreclose on the Resident Superintendent's Unit and if the proceeds from the sale of such Unit are insufficient to satisfy the outstanding mortgage balance and other fees incurred, the Residential Unit Owners could be liable for the deficiency. In the event of such a foreclosure, the Condominium will be without a Resident

Superintendent's Unit and, accordingly, alternate arrangements will be made, to comply with the applicable Legal Requirements regarding a condominium superintendent.

Sponsor reserves the right, in its sole discretion, to choose a different Residential Unit other than Residential Unit 5B to sell to the Condominium as the Resident Superintendent's Unit, provided, however, that such sale shall only be made pursuant to an amendment to the Plan. In the event that the Resident Superintendent's Unit is designated to be a Unit other than Unit 5B, such alternate Unit will be of comparable size (or larger).

See the Section of the Plan entitled "Schedule B – Budget for First Year of Condominium Operation" for details regarding the costs of housing the Resident Superintendent.

21. Common Elements

Pursuant to the By-laws, all Unit Owners and the Boards (on behalf of all Unit Owners) are obligated to use and maintain the Building systems and equipment and the Common Elements in accordance with guidelines as may be set forth in handbooks or manuals or otherwise in accordance with the procedures required to maintain warranties in connection with such appliances and/or equipment. Any contractor used to repair, maintain or otherwise service such systems and/or equipment and Common Elements must be licensed and certified by the applicable manufacturer to perform such work on the systems, equipment and/or Common Elements so as to maintain any warranties in connection therewith. If any repair, maintenance or other service is required for any Building systems, equipment, and/or Common Elements, the appropriate Board shall contact a licensed and approved contractor to perform such work and shall not contact Sponsor to perform such repair, maintenance or other service unless the need for such work was caused by a failure by the Sponsor to comply with the terms of the Plan.

Cooling towers and other mechanical equipment necessary for the maintenance and operation of the Building and the Units will be located on the roofs of the Building. Common cooling towers will be located on the roof of the Office Tower. The Boards, with respect to the Common Elements and Limited Common Elements, will be responsible for ensuring that the mechanical equipment is operated in accordance with Law, including requirements governing acceptable levels of noise, vibration and odor emissions. Sponsor is not responsible for, nor can make any guarantees regarding, the level of noise, vibration or odors resulting from the operation of the Building or the Units or the degree of privacy which will be afforded to Unit Owners on their terraces or balconies.

22. Security and Personal Property

Neither Sponsor, nor 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 gross negligence of Sponsor, the Managing Agent or their respective agents. No representation or warranty is made and no assurance is given that the security systems and procedures of the Condominium will prevent personal injury or damage to or loss of personal property. See the Section of the Plan entitled "Description of Property and Improvements" for further details.

23. Board Control by Sponsor

There is no limit on the length of time that Sponsor may control the Master Board, Residential Board and/or Office Board. Sponsor has the right to appoint a majority of the members of the Master Board, Residential Board and Office Board, and therefore control the Condominium, for a period ending on the date that Sponsor no longer owns a Unit in the Condominium (the "Control Period"). Purchasers are advised that because Sponsor has retained the unconditional right to rent rather than sell Units, Sponsor control may never end and as such, Purchasers may never gain control of the Boards under the terms of this Plan. Notwithstanding the foregoing, Sponsor may voluntarily relinquish such right to control the Master Board, Residential Board or Office Board prior to the expiration of the Control Period.

During the period that Sponsor controls the Master Board, Residential Board and/or Office Board, Sponsor will (i) have control of maintenance, facilities and services to be provided to Unit Owners with respect to the General Common Elements, Residential Common Elements and Office Common Elements and such other matters which are the responsibility of the Master Board, Residential Board and Office Board, respectively, under the terms of the Declaration and the various By-laws and (ii) will determine the Master Common Charges to be paid by all Unit Owners, the Residential Common Charges to be paid by the Residential Unit Owners and the Office Common Charges to be paid by the Office Unit Owners, among other things. Notwithstanding the foregoing, control of maintenance, services and facilities must be consistent with the terms of Schedule B. See the Section entitled "Rights and Obligations of Unit Owners and the Boards of Managers" for further details. See also the By-laws and Declaration for further details.

After the first meeting of the Unit Owners, the affairs of the Condominium shall be governed by a Master Board. The Master Board shall consist of nine (9) Master Board Members) as follows: (i) three (3) Master Board Members designated by the Residential Board representing and on behalf of all the individual Residential Unit Owners, (two (2) of which shall be designated by the Sponsor until the date Sponsor no longer owns any Unit in the Building) (ii) three (3) Master Board Members designated by the Office Board representing and on behalf of all the individual Office Unit Owners (two (2) of which shall be designated by the Sponsor until the date Sponsor no longer owns any Unit in the Building; (iii) two (2) Master Board Members designated by the Retail Unit, or upon its subdivision, the Retail Board, representing and on behalf of the Owners of the Retail Unit (two (2) of which shall be designated by the Sponsor so long as Sponsor shall own a Retail Unit in the Building, and one of which shall be designated by

Sponsor until the date Sponsor no longer owns any Unit in the Building; (iv) one (1) Master Board Member designated by the Parking Unit representing and on behalf of the Parking Unit (which Master Board Member shall be designated by the Sponsor so long as Sponsor shall own a Unit in the Building). Each Master Board Member shall be entitled to one vote.

Except as otherwise provided in the Condominium Documents, the Master Board shall have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium, including, but not limited to, (i) any matters relating to the General Common Elements, (ii) the insurance of the Building, (iii) any matters which affect the Parking Unit or the Retail Unit (prior to its subdivision) and (iv) any matters which affect more than one Section of the Building. All determinations, which do not (to more than an immaterial extent) relate to or affect or involve the Condominium generally or items (i) through (iv) above, and: (A) do not affect (to more than an immaterial extent) any portion of the Building other than the Residential Section, shall be made by the Residential Board; and (B) do not affect (to more than an immaterial extent) any portion of the Building other than the Office Units, shall be made by the Office Board; and (C) do not affect (to more than an immaterial extent) any portion of the Building other than the Retail Units, shall be made by the Retail Board.

The Residential Board shall consist of five (5) individuals designated by Residential Unit Owners, three (3) of which shall be designated by Sponsor or its designee until the date upon which Sponsor no longer owns any Residential Unit in the Building. There shall be no restriction on the right of Sponsor to vote for members who are nominated by Non-Sponsor Owners.

The Residential Board shall be entitled to designate three Master Board Members to the Master Board of the Condominium. During the Control Period of the Sponsor, two (2) of the three (3) Board Members representing the individual Residential Unit Owners shall be designated by the Sponsor or its designee until the date upon which Sponsor no longer owns any Unit in the Building.

The Residential Board shall be entitled to make determinations with respect to matters that do not affect (to more than an immaterial extent) any portion of the Building other than the Residential Units, Residential Common Elements and Residential Limited Common Elements (collectively, the "Residential Section"), and the Residential budget ("Residential Budget") and to the operation, care, upkeep, maintenance and administration of the affairs of the Residential Section.

The Office Board shall consist of five (5) individuals designated by Office Unit Owners, three (3) of which shall be designated by Sponsor or its designee until the date upon which Sponsor no longer owns any Office Unit in the Building. There shall be no restriction on the right of Sponsor to vote for members who are nominated by Non-Sponsor Owners.

The Office Board shall be entitled to designate three Master Board Members to the Master Board of the Condominium. During the Control Period of the Sponsor, two (2) of the

three (3) Board Members representing the individual Office Unit Owners shall be designated by the Sponsor or its designee until the date upon which Sponsor no longer owns any Unit in the Building.

The Office Board shall be entitled to make determinations with respect to matters that do not affect (to more than an immaterial extent) any portion of the Building other than the Office Units and the Office Common Elements (collectively, the "Office Section"), the Office budget ("Office Budget") and to the operation, care, upkeep, maintenance and administration of the affairs of the Office Section, and shall have the powers and duties described in the Office By-Laws and Declaration.

For so long as there is only one Retail Unit Owner, there shall be no Retail Board. If the Retail Unit Owner chooses to subdivide the Retail Unit, the Retail Unit Owner will amend the Master By-Laws to create a Retail Board. The Retail Board shall consist of two (2) individuals designated by Retail Unit Owners, two (2) of which shall be designated by Sponsor or its designee until the date upon which Sponsor no longer owns any Retail Unit in the Building. There shall be no restriction on the right of Sponsor to vote for members who are nominated by Non-Sponsor Owners. Notwithstanding the foregoing, the Retail Unit, or in the event a Retail Board is created, then the Retail Board, shall be entitled to designate two (2) members to the Master Board.

The Retail Board shall be entitled to make determinations with respect to matters that do not affect (to more than an immaterial extent) any portion of the Building other than the Retail Unit and Retail Common Elements (collectively, the "Retail Section"), the Retail budget ("Retail Budget") and to the operation, care, upkeep, maintenance and administration of the affairs of the Retail Section, and shall have the powers and duties described in the Master By-Laws and Declaration, subject, however, to any provisions in the Master By-Laws and Declaration that provide otherwise and/or that set forth restrictions on the right to make such determinations.

24. Sponsor's Right to Veto Certain Proposed Expenditures

During the Control Period, neither the Master Board nor the individual Section Boards may take certain actions without Sponsor's prior written consent. The Condominium is subject to certain spending limitations during the Control Period, and the Boards may not, without Sponsor's prior written consent:

(a) make any addition, alteration or improvement to the Common Elements, Limited Common Elements or Units (unless required by law or necessary for the health and safety, but not the general comfort and welfare) of the Unit Owners (nothing contained herein shall restrict the right and obligation of the Master Board to maintain and repair the General Common Elements); (b) assess any Common Charges for the creation of, addition to or replacement of, all or part of any reserve, contingency or surplus funds in excess of the balance thereof at the time of the First Residential Unit Closing, other than a twelve (12) month reserve for contingencies not

exceeding five (5%) percent of the budgeted operating expenses for the ensuing twelve (12) months of condominium operation; (c) change the number or type of employees or hire any employee in addition to the employees provided for in Schedule B entitled "Projected Budget for the First Year of Condominium Operation" set forth in the Offering Plan; (d) enter into any service or maintenance contract for work not covered in said Schedule, or otherwise provide services in excess of those referred to in the Plan, except as is required to reflect normal annual increases in operating services, but not in excess of $10,000 per year; (e) borrow money on behalf of the Condominium; (f) eliminate or reduce the insurance coverage or any services contemplated by such Schedule; (g) exercise a right of first refusal to lease or purchase a Unit; or (h) undertake any capital or major improvement or addition not mandated by the Plan unless required by Law or which is necessary to avoid jeopardy to the continued existence of the Property, or which constitutes a danger to health or safety, or to avoid risk of severe deterioration, destruction or breakdown of a component part, fixture or element of the Building.

Notwithstanding anything contained in the Paragraph above, Sponsor may not exercise veto power over expenses described in Schedule B, or over expenses required:

(i) to comply with applicable laws or regulations; or

(ii) to remedy any notice of violation; or

(iii) to remedy any work order by an insurer which is the responsibility of a Board to remedy.

No amendment, modification, addition or deletion to the Declaration, any By-laws or any set of Rules or Regulations shall be effective or binding upon Sponsor in any way without the written consent of the Sponsor if such amendment, modification, addition or deletion might affect the rights of Sponsor, including without limitations, a modification of the permitted uses of the Building or any portion thereof or a change to the rights, privileges, easements, licenses or exemptions granted to Sponsor or otherwise adversely affecting Sponsor. See the Section entitled "Rights and Obligations of Unit Owners and the Boards of Managers."

25. Security for Sponsor's Obligations

Sponsor has undertaken certain obligations in connection with the Plan and the construction of the Building as set forth in the Plan. No bond or other security has been furnished to secure the performance of Sponsor's obligations. The ability of Sponsor to perform its obligations will depend upon its financial condition, when and if it is called upon to perform. No warranty is made that Sponsor will be financially able to perform any or all of such obligations. Notwithstanding the foregoing, in the event that a Permanent Certificate of Occupancy (PCO) has not been issued for the Building on the date of the first closing of any Unit, Sponsor shall be required to maintain in a special escrow account required by General Business Law Section 352-e(2-b) an amount, certified by Sponsor's engineer, architect, construction manager or other qualified expert (hereinafter, "qualified expert"), reasonably

necessary to complete the work remaining to be done by Sponsor in order to obtain such PCO, subject to Sponsor's right to reduce the escrowed amount based upon revised estimate letters that Sponsor obtains from the qualified expert. Such funds will be held by Escrow Agent in escrow in a separate bank account, until the applicable work has been done. All interest and income on such escrowed funds shall be paid to Sponsor, as and when earned and collected. See the section entitled "Rights and Obligations of Sponsor" for a full discussion.

26. Delay in Collection of Common Charges

Sponsor and its designee reserve the right to delay the commencement of collection of Common Charges. During any such delay, the Sponsor will timely pay all expenses of the Condominium, including but not limited to insurance premiums and any reserve fund payments required by lenders. Upon commencement of collection of Common Charges, there will not be an assessment for any item set forth in the approved budget for the Condominium that accrued and was payable prior to the commencement of Common Charges. Sponsor shall remain obligated to update the budget for the Condominium as provided for in governing regulations. In the event Sponsor elects to delay the collection of Common Charges, it will disclose such fact in the closing notice to Purchasers and will further disclose such fact in the Post Closing Amendment to the Offering Plan. Such amendment will also disclose the date when the commencement of the collection of Common Charges is anticipated to occur to the extent it can be reasonably anticipated. Sponsor will notify all Unit Owners in writing as to the expiration of the delay period at least thirty (30) days prior to the commencement of collection of Common Charges and will disclose such fact in the following amendment to the Offering Plan.

27. Changes in Units by Sponsor

Prospective Purchasers are advised that the Sponsor reserves the right, at any time, both before and after the recording of the Declaration, without the consent of any Board, any Unit Owner or mortgagee, to (a) change the size, square footage, layout of, or number of, rooms in any Unsold Unit, (b) change the size, or number of, Unsold Units by dividing one or more Unsold Units into two or more separate Units, by combining one or more Unsold Units into one or more Unsold Units, by altering any boundary walls between Unsold Units or by incorporating Common Elements (such as a portion of a hallway, but in no event, a portion of a lobby or an amenity, without changing the Common Interest, which will thereafter be deemed to be a Limited Common Element), which exclusively benefits an Unsold Unit, into such Unsold Unit and, (c) if appropriate, reapportion among the Unsold Units affected by any such change the aggregate Common Interest. (Notwithstanding the foregoing, no incorporation of a Common Element will be permitted if such incorporation interferes with the ingress or egress from a Unit.) In the event of any change pursuant to either (b) or (c) above, such change shall be disclosed in a duly filed amendment to the Plan. In connection with a Unit for which a Purchase Agreement is then in effect, no adverse material change will be made without a Purchaser's consent. For purposes of this section, Purchasers are advised that there is a rebuttable presumption that any change which diminishes the square footage area (excluding interior partitions) of a Unit for which a Purchase Agreement is then in effect by

5% or less shall not be deemed to be an adverse material change.

If a Purchaser refuses to consent to a material change, then in such event, Sponsor may offer Purchaser a right of rescission for fifteen (15) days. If accepted, Sponsor's sole obligation shall be to refund to Purchaser the Deposit made under the Purchase Agreement and any interest earned thereon, except for funds expended by or reimbursed to Sponsor for upgrades or extras.

If Purchaser's consent is not required, a Purchaser will not be excused from purchasing the Unit and will not have any claim against Sponsor as a result of any such change and any such change will not affect a Purchaser's obligations under the Purchase Agreement or the Plan.

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

In connection with a Purchase Agreement that has been executed and is in full force and effect, once the Declaration is recorded, no change may be made in a Unit or number of rooms within a Unit, nor may the size of any Unit be changed by subdivision or combination or alteration of boundary walls as aforesaid or otherwise, nor may the Common Interest of any such Unit be changed, unless, in each such event, the Declaration and Floor Plans and the Plan are amended with the consent of each Unit Owner whose Unit is directly affected by such change. In the case of a material and adverse change in the quality of the Common Elements (excluding changes permitted hereunder), no such change shall be made without the consent of every Unit Owner affected by any such change and without a duly filed amendment to this Plan, except as otherwise provided in this Plan. Sponsor will have the right to amend or to cause the Master Board to amend the Declaration to reflect any such material and adverse change and to file such amendment and any necessary plans and specifications in connection therewith. Any reductions of prices of Units may be subject to the approval of Sponsor's lender. See section entitled "Changes in Prices or Units" for additional details.

Notwithstanding the above, Sponsor reserves the right, in its sole and absolute discretion, to sell, lease, license or otherwise transfer to a Unit Owner, any portion of the Common Elements for the exclusive use of such Unit Owner, provided that such Common Element is a portion of a hallway or closet adjacent to such Unit Owner's Unit and provided further that access to other Units and fire exits shall not be impeded by the transfer of such portion of Common Elements. See the Section of the Plan entitled "Changes in Prices or Units: and "Rights and Obligations of Sponsor" for further details.

As provided for in the applicable By-laws, once the Control Period ends, a Board may provide a Unit Owner in its Section with the foregoing rights of Sponsor in connection with the combination of Units.

28. Limitations on Actions Against Sponsor

Prospective Purchasers are advised that pursuant to the terms of the Plan, Sponsor's obligation to repair, correct or replace defects in the construction of the Building is limited both as to the type of repair and the time period during which Sponsor is responsible for the condition of the Building or any of the Units, and no Purchaser shall have a right of rescission or lost rental damages due to any Sponsor defects. To the extent that Sponsor, or its designee, is obligated to correct, repair or replace any defects in the construction of the Building or any Unit, Sponsor's obligation is contingent upon receipt of a written notice (from the respective Unit Owner with respect to a Unit or appurtenant Limited Common Element or from the appropriate Board with respect to the Common Elements), within the following time periods: (a) three (3) months from the date of Closing on such Unit with respect to any latent defect in the construction of a Unit or, with respect to any latent defect which would not be reasonably determinable within such three (3) month period, such later period of time as would be reasonable under the circumstances for the detection of such latent defect, but in no event to exceed one (1) year; (b) thirty (30) days from the date of Closing with respect to any patent defect in the construction of a Unit, provided such patent defect is not caused by the use of the Unit by the Unit Owner or such Unit Owner's guests, invitees, contractors or occupants; or (c) with respect to the Common Elements, six (6) months from the issuance of a temporary or permanent certificate of occupancy related to such Common Elements and completion of that portion of the Common Elements that is claimed to be defective, whichever is the first to occur. For any defects covered by a warranty, Unit Owners and each Board must first look to the service provider of the warranty for repair or replacement, prior to looking to Sponsor to correct such defect. Such warranties may begin upon substantial completion of work relating to any such term, at commencement of use, or installation of the equipment, which will vary from system to system and equipment (including appliances). As a result, warranties may commence prior to occupancy and, in such event, the respective Unit Owners may not receive the full benefits of such warranties. If a Unit Owner performs custom work on their Unit or manipulates or replaces existing systems or finishes, Sponsor shall no longer be liable for any warranty in connection therewith. Furthermore, any work performed by a Unit Owner that damages the overall Building systems shall be the responsibility of the respective Unit Owner and shall not be the responsibility of the Sponsor.

Purchasers are advised that nothing contained herein is intended to limit Sponsor's obligations under the Martin Act or the regulations promulgated therewith. See the section entitled "Rights and Obligations of Sponsor" for additional details.

29. Right to Rent or Lease Units

As of the Date of the Plan, Sponsor intends to sell the Residential Units (except for the Resident Superintendent's Unit) and Office Units under the terms of the Plan. Sponsor reserves the right to offer the Retail Unit and Parking Unit for sale in the future upon the submission of an

amendment to the Plan. Notwithstanding the foregoing, Sponsor has reserved the right to cease marketing Units in Sponsor's sole discretion. Because Sponsor is not guaranteeing to sell all Units, there is no commitment by Sponsor to sell more Units than the fifteen percent (15%) necessary to declare the Plan effective. Notwithstanding the foregoing, under the terms of this Plan, Sponsor has reserved the right to rent or lease or enter into a Use and Occupancy Agreement for any Unit prior to closing the sale thereof to a Purchaser thereof or any other party, to cease marketing Units for sale at any time, in Sponsor's sole discretion, or to use or offer the Units for any lawful purpose. Units may be occupied under short-term leases having a term of not less than thirty (30) days. Accordingly, residents in the Condominium may be comprised of Unit Owners, tenants, and other occupants. It is possible that a significant portion of Unit Owners will not be residents of the Building and that a significant portion of residents in the Building may not be Unit Owners. As a consequence of the foregoing, a Unit Owner seeking to resell or refinance a Unit may experience difficulty. In addition, residents of the Condominium who are not Unit Owners have no ownership investment in their Units and, therefore, do not necessarily share the same economic interests as Unit Owners in the maintenance and care of the Building's facilities and amenities, and owner-occupants and non-resident Unit Owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing (i.e. as a home as opposed to as an investment). Because neither Sponsor nor its designee is limiting the conditions under which it will rent or lease rather than sell Units, there is no commitment to sell more Units than the fifteen percent (15%) necessary to declare the Plan effective, and owner-occupants may never gain effective control and management of the Condominium.

Purchasers should note that, as of the Date of the Plan, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of Units in a building 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 where Sponsor has not sold a substantial percentage of the units in the building, which in some cases may be as high as 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 10% or more. It may also be difficult for a Purchaser to resell a unit if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions.

Sponsor shall not enter into a lease or Use and Occupancy Agreement for any Residential Units that would permit occupancy thereof prior to the date of consummation of the Plan unless pursuant to an interim lease accompanying an executed purchase agreement. Consummation of the Offering Plan is evidenced by the filing of the Condominium Declaration and transfer of title of at least one Unit to a Purchaser. Any right to rent a Residential Unit prior to consummation of the Plan must be made pursuant to an interim lease accompanied by an executed purchase agreement. See the section entitled "Introduction" for further details.

Any individuals or entities, or their invitees, leasing or occupying Units from Sponsor will not, except as expressly provided in their respective leases or Use and Occupancy

Agreements, have any special rights to purchase such Units. In addition, a Purchaser may be acquiring a Residential Unit that has been previously occupied, but such Residential Unit will be delivered at closing free and clear of all leases, occupants and tenancies except as may otherwise be agreed to in writing by the parties. Any lease or Use and Occupancy Agreement for a Residential Unit entered into with a Purchaser will provide, among other things, that an uncured default by such Residential Purchaser under the Purchase Agreement with respect to the Residential Unit which is the subject of the lease or Use and Occupancy Agreement will constitute a default under the lease and respective Purchase Agreement, entitling Sponsor (or its designee) at its sole option, to terminate such lease in accordance with applicable Law and to exercise any other remedies provided in the lease, Purchase Agreement or by Law. Pursuant to the Residential By-laws, all leases in connection with a Residential Unit in the Condominium shall include and be deemed to include a provision requiring compliance with the Declaration, the Residential By-laws, the Residential Rules and Regulations, the Master By-laws and the Master Rules and Regulations of the Condominium, as all may be amended from time to time, and a provision stating that, in the event of an inconsistency between the Declaration, By-laws or Rules and Regulations of the Condominium and the lease, the Declaration, By-laws or Rules and Regulations of the Condominium shall control.

See the section entitled "Use and Occupancy Agreements" for further details.

30. Unit Deed

At the closing of title to each Unit, Sponsor will deliver to Purchaser a Unit Deed substantially in the form set forth in Part II of the Plan. Each Unit Deed will be a bargain and sale deed with covenants against grantor's acts.

31. Changes in Units by Unit Owners

A Purchaser of a Unit in the Building may not perform any Alterations (as such term is defined by the NYC DOB) whatsoever in its Unit prior to closing.

Pursuant to this Plan and the Residential By-laws, a Residential Unit Owner (other than the Sponsor or its designee) may not perform any Alterations whatsoever in its Residential Unit prior to the issuance of a PCO for the Building, without consent by the Residential Board, the Master Board and Sponsor (or its designee) which consent may be granted in their sole discretion and will be conditioned on certain obligations, including but not limited to, the Alteration Obligations. Pursuant to the Residential By-laws, Residential Unit Owners shall be required to complete their Alterations and to close all open permits within six (6) months of commencement of such Alterations. Pursuant to the Residential By-laws, Residential Unit Owners shall be obligated to add the Residential Board, Sponsor, and if applicable, the Master Board, to all permit applications and permit the Residential Board and Sponsor to close out such permit applications upon completion of the work if the Residential Unit Owner fails to do so.

Pursuant to this Plan and the Office By-laws, an Office Unit Owner must obtain the consent of Sponsor, its designee, the Office Board, and if applicable, the Master Board, prior to performing any work in their Office Unit. In addition, Office Unit Owners must fulfill all Alteration Obligations as described in this Plan. Sponsor's or a Board's consent may be withheld for any or no reason at Sponsor's or a Board's sole discretion. Pursuant to the Office By-laws, Office Unit Owners shall be required to complete their Alterations and to close all open permits within six (6) months of commencement of such Alterations. Pursuant to the Office By-laws, Office Unit Owners shall be obligated to add the Office Board and Sponsor to all permit applications and permit the Office Board and Sponsor to close out such permit applications upon completion of the work if the Office Unit Owner fails to do so.

Any Parking Unit Owner (who is not Sponsor or Sponsor's designee) shall not, prior to the issuance of a PCO, perform any Alterations in the Parking Unit which would have a material adverse effect on a Common Element or a Unit or on the structural, mechanical, electrical or plumbing elements of the Building, or the exterior appearance of the Building, or which would increase insurance premiums or maintenance costs for any non-Parking portion of the Building, unless said Parking Unit Owner shall, with respect to that portion of the Alterations that impairs or modifies any such non-Parking portions of the Building, (i) obtain prior written consent from Sponsor, and if applicable, the Master Board (which consent may be withheld for any or no reason at Sponsor's or a Board's sole discretion) and (ii) fulfill the Alteration Obligations.

Any Retail Unit Owner (who is not Sponsor or Sponsor's designee) shall not, prior to the issuance of a PCO, perform any Alterations in the Retail Unit or Retail Common Elements which would have a material adverse effect on a Common Element or a Unit or on the structural, mechanical, electrical or plumbing elements of the Building, or the exterior appearance of the Building, or which would increase insurance premiums or maintenance costs for any non-Retail portion of the Building, unless said Retail Unit Owner shall, with respect to that portion of the Alterations that impairs or modifies any such non-Retail portions of the Building, (i) obtain prior written consent from Sponsor, and if applicable, the Master Board (which consent may be withheld for any or no reason at Sponsor's or a Board's sole discretion) and (ii) fulfill the Alteration Obligations.

Purchasers are advised that if a Unit Owner commences Alterations on its Unit and (a) does not clear NYC DOB (or any other New York City agency) violations or objections within thirty (30) days of the issuance of said violations or objections, and/or (b) does not close permits on the earlier to occur of six (6) months from obtaining such permits or sixty (60) days from the substantial completion (or abandonment) of the Alterations, then Sponsor, its designee and/or an applicable Board shall have the right to either (i) complete such Alterations on behalf of the Non-Residential Unit Owner at the Unit Owner's sole cost and expense or (ii) compel the Non-Residential Unit Owner to complete the Alterations in a manner which enables the Building to obtain a Permanent Certificate of Occupancy within six (6) months from commencement of the Alteration.

32. Unit Measurements

Residential Unit Measurements:

The Residential Units shall include 1-bedrooms, 2-bedrooms, 3-bedrooms and 4-bedroom units. Schedule A sets forth the approximate (with reasonable tolerances) gross and net square footages of the Residential Units.

Net Square Footage of Residential Units: The approximate net square footage of a Residential Unit is obtained by horizontally measuring the floor area of the Unit from the exterior side of the exterior Building walls or the exterior point of the party wall on the Land (whichever is greater), from the midpoint of the interior demising partitions separating the Unit from another Unit, from the midpoint of the Common Element of interior walls, partitions and continuous structural elements separating the Unit from stairs or other mechanical equipment spaces or any other Common Elements. Columns, mechanical pipes, shafts and chases, are not deducted from the net floor area measurements. Notwithstanding the foregoing, any Common Elements located within or appurtenant to any Residential Unit shall not be considered as part of that Unit.

Every Residential Unit will consist to a volume measured vertically from the top of the concrete floor to the underside of the concrete or suspended ceiling except that any Common Elements located within any Unit shall not be considered as part of that Residential Unit.

Gross Square Footage of Residential Units: The Residential Common Elements, including, but not limited to, the Residential Section's hallways, elevators, mechanical rooms, stairways, trash rooms and lobby will be allocated (on a square foot percentage basis) to the net square footage of the Residential Units to create the approximate gross square footage of the Residential Units. Prospective Purchasers are advised that the gross square footage is not based upon the measurements from interior surfaces of interior walls, and the actual area comprising a Residential Unit is less than the area listed in Schedule A. All dimensions and ceiling heights are approximate and subject to reasonable construction tolerances and variances. Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the Offering Plan.

Outdoor floor areas of terraces appurtenant to a Residential Unit are not included in the Unit's interior floor areas.

Office Unit Measurements:

Schedule A sets forth the approximate (with reasonable tolerances) gross square footage of the Office Units. The approximate square footage of all Office Units is measured horizontally from the exterior surface of the exterior Building walls or the exterior point of the party wall on the Land (whichever is greater), from the midpoint of the interior demising partitions separating the Unit from another Unit, from the midpoint of the common element of interior walls to the

midpoint of partitions separating the Unit from stairs or other mechanical equipment spaces or any other Common Elements. Columns, mechanical pipes, shafts and chases, are not deducted for the purpose of these floor area measurements. In addition, the Office Common Elements, including, but not limited to, the Office Section's hallways, stairways, trash rooms, mechanical rooms, elevators, public toilet rooms and Office entrance lobby, have been allocated, on a square foot percentage basis, to the gross square footage of each Office Unit.

Every Office Unit will consist of a volume measured vertically from the top of the concrete floor to the underside of the concrete or suspended ceiling except that any Common Elements located within any Office Unit shall not be considered as part of that Office Unit.

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances. Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the Offering Plan.

As is customary in New York City, these gross square footages exceed the useable floor area of each Unit.

In the event the Retail Unit is subdivided, the Retail Unit Common Elements will be allocated to each Retail Unit on a square foot percentage basis.

The Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the Offering Plan. All dimensions are approximate. The dimensions shown on the floor plans in Part II of the Plan are subject to construction variances within reasonable tolerances. Plans and dimensions may also contain minor variations from floor to floor. As is customary in New York City, these square foot areas exceed the useable floor area of each Unit. See the sections entitled "Schedule A," "Description of Property and Improvements," and the Declaration of Condominium for further details.

Unit Plans depicting layouts of Units appear in Part II of the Plan ("Floor Plans"). Purchasers are advised that Floor Plans contained in Part II of the Plan depict the marketing floor designations of each Unit and not the construction floor designations of each Unit. Purchasers should note that the square footage of each Unit, as reflected in Schedule A and the Floor Plans set forth in Part II of the Plan, is approximate within reasonable tolerances and may change due to field conditions and construction variances and tolerances. Because dimensions listed are based on measurements from exterior walls in some cases, they do not accurately represent the interior space in the Unit and may significantly exceed the actual floor area. Floor area may include columns, mechanical pipes, shafts, shaftways, chases, chaseways and conduits which may be incorporated behind protruding walls or may be separately enclosed as freestanding columns thereby reducing the available floor area.

Except where specified otherwise, all references in the Plan and in marketing materials to "floors" are references to their "marketing" designation and not the designation given to the

floors on the plans submitted to the New York City Department of Buildings.

33. Storage Bins

There will be approximately 35 storage bins ("Storage Bins") located in a storage area ("Storage Area") on the fourth floor of the Residential Tower. The approximate square footage of each Storage Bin is listed in Schedule A-1. Sponsor is offering Purchasers of Residential Units the opportunity to purchase licenses for the exclusive use of a Storage Bin for so long as Purchaser owns a Residential Unit in the Building, pursuant to the terms of a license ("Storage Bin License"), the form of which is set forth in Part II of the Plan.

Although the Storage Area shall be a Residential Common Element, the Residential Board has granted Sponsor the exclusive right, without charge, to sell Storage Bin Licenses located in the Storage Area. The Residential Board will not be entitled to any of the proceeds from the sale of Storage Bin Licenses. The Residential Board has the right to impose monthly license fees and Special Assessments in connection with Storage Bins, pursuant to a license. Notwithstanding the foregoing, neither the Residential Board nor the Master Board shall be entitled to lease a Storage Bin or section of the Storage Area (or make any changes to the Storage Area in general) without the written consent of Sponsor. Sponsor and its designee shall have the right to require the Board to enter into a Storage Bin License (and with respect thereto, Sponsor and its designee shall have a power of attorney on behalf of the Residential Board to execute Storage Bin Licenses.)

Sponsor reserves the right to offer the sale of such Storage Bin Licenses to Purchasers in the order Sponsor chooses in its sole and absolute discretion and to withhold one or more for future sale. Additionally, Purchasers should be aware that the Building will contain more Residential Units than Storage Bins and as such, not every Purchaser will be afforded the opportunity to purchase a Storage Bin License. Furthermore, Sponsor may sell licenses for more than one Storage Bin to one Purchaser or reserve Storage Bins for particular Units. Although, as of the Date of the Plan, Sponsor intends to sell licenses to all of the Storage Bins, Sponsor has reserved the right to cease marketing Storage Bin Licenses in Sponsor's sole discretion. All funds received by Sponsor in connection with the purchase of Storage Bin Licenses shall be held in the escrow account in accordance with the terms of the Purchase Agreement.

The Storage Bins may be used only for storage purposes, provided that no materials which pose a health or safety threat or which otherwise create a nuisance may be stored therein, and further provided that Sponsor shall have the right to use any unsold Storage Bin for any lawful purpose or to change the permitted use of any unsold Storage Bin, subject, however, to the provisions of the Residential By-Laws. Each Residential Unit Owner shall be liable for all damage arising out of such Residential Unit Owner's use or misuse of a Storage Bin.

The Residential Unit Owners who enter into a Storage Bin License agree to pay, on a monthly basis, in accordance with Schedule A-1, the costs and expenses relating to the operation

and maintenance and minor repairs to the Storage Bins in accordance with the square footage of each Storage Bin. All material repairs or replacements to a Storage Bin shall be performed by the Residential Board and the cost and expense thereof shall be borne by the Residential Unit Owners as part of the Residential Common Charges.

Subject to the provisions of the Residential By-laws, a Residential Unit Owner who owns a Storage Bin License (such Residential Unit Owner shall be referred to as a "Storage Bin Licensee") will only be permitted to sell (or assign or lease upon consent of Sponsor or waiver of the right of first refusal by the Residential Board) to another Residential Unit Owner or a purchaser of a Residential Unit. In the event a Storage Bin Licensee elects to terminate a Storage Bin License or sells its Residential Unit and does not assign its Storage Bin License to another Residential Unit Owner or a person acquiring a Residential Unit, the rights to the Storage Bin in question will revert to Sponsor without compensation to such Residential Unit Owner. In such event, Sponsor shall have the right to (i) sell a new license for such Storage Bin to another Residential Unit Owner in its sole discretion and shall keep the proceeds of such sale or (ii) choose not to accept rights to the Storage Bin and, in such event, the rights to the Storage Bin shall revert to the Residential Board. Notwithstanding the foregoing, Sponsor shall have the right to relinquish said right at any time in writing.

Sponsor reserves the right, at any time, both before and after the recording of the Declaration, without the consent of the Residential Board, any Unit Owner or mortgagee, to (a) change the size, square footage or number of, any Storage Bin, and (b) change the size, or number of, Storage Bins by dividing one or more Storage Bins into two or more separate Storage Bins, by combining two (2) or more Storage Bins into one or more Storage Bins, by altering any boundary walls between Storage Bins or by incorporating Residential Common Elements into such Storage Bin.

Sponsor cannot make any representation that the Storage Bins will remain dry or will not experience any water infiltration and neither Sponsor nor the Residential Board will be responsible for any damage to items placed in the Storage Bins. Unit Owners who place their items in the Storage Bins do so at their own risk and Purchasers are advised to consult with their insurance brokers regarding appropriate coverage for such items.

See the Section of the Plan entitled "Storage Bins" for further details.

34. Maintenance of Units, Appliances, Equipment

Pursuant to the applicable By-laws, if required by the applicable Board, each Unit Owner may be obligated to climatize, heat and cool such Unit Owner's Unit so as to maintain the appropriate temperature in such Unit Owner's Unit in order to avoid causing damage to the Common Elements or the Units, including, without limitation, freezing pipes and damage to the wood floors, moldings, doors, walls, windows, tile grouting, marble surfaces and appliances, among other things. In connection therewith, Unit Owners will be obligated to use their heating

and cooling systems and maintain certain temperature and/or moisture levels in accordance with the Rules and Regulations applicable to their Unit and in accordance with the procedures required to maintain any warranties in connection with materials included in the Units or Common Elements.

Pursuant to the applicable By-laws, each Unit Owner is obligated to use and maintain the appliances (including, but not limited to, fireplaces, if any) and equipment (including, but not limited to, heating, ventilation and air conditioning units) contained within the respective Unit and in the Common Elements in accordance with the Rules and Regulations and in accordance with guidelines as may be set forth in handbooks or manuals or otherwise in accordance with the procedures required to maintain warranties in connection with such appliances and/or equipment. Any contractor used to repair, maintain or otherwise service such appliances and/or equipment must be licensed and certified by the applicable manufacturer to perform such work on the appliances and equipment so as to maintain any warranties in connection therewith. If any repair, maintenance or other service is required for any appliances and/or equipment, the Unit Owner shall contact a licensed and approved contractor to perform such work and shall not contact the Sponsor to perform such repair, maintenance or other service unless the need for such work was caused by a failure by the Sponsor to comply with the terms of the Plan. Purchasers should note that, as with all wood products (including without limitation, wood furniture, cabinetry, floors and molding) wide variations of temperature and humidity can lead to shrinkage and expansion of the wood which in turn may cause damage to any such wood product. Sponsor makes no representation as to the number of times wood floors can be sanded, if at all. Furthermore, Sponsor shall not be responsible for (i) variations in floor level and slight separation between base and floor, (ii) variations in width, length, or tone of wood floor strips or normal shrinkage or expansion of wood flooring due to changes in the moisture content of wood, or (iii) scratches and dents in flooring.

Unit Owners shall also be responsible to maintain all grouting and sealing in bathrooms and showers and kitchens, including but not limited to all tiled and marble surfaces. There are natural variances in stone and patterns and coloration is not consistent or uniform. Purchasers will not have the right to cancel their Purchase Agreement or to not close on their Unit due to variances in patterns, colors, or minor chips in such stone.

In the event a Unit Owner fails to use or maintain its Unit, including, without limitation, the use and maintenance of appliances and/or equipment in accordance with the Declaration, By-laws and Law, and their respective warranties, such Unit Owner shall be liable for any repairs, claims or damages arising from such failure, including, without limitation, any repairs, claims or damages its Unit, other Units or the Common Elements and any claims pertaining to leaks and to environmental hazards such as mold or other bacterial contamination. Notwithstanding any obligations Sponsor or a Board may have in connection with materials, appliances and/or equipment in the Condominium, neither Sponsor nor the Boards shall have any obligations to repair or replace any materials, appliances and/or equipment, if Unit Owners do not abide by the applicable Rules and Regulations or as may be required by applicable warranties in connection

therewith.

Unsold Units may be used as dictated by the Sponsor or its designee. Neither the Boards nor any Unit Owner has any right of approval over the use of the Unsold Units or any parts thereof. Notwithstanding the foregoing or anything contained in the Declaration, By-Laws or the Rules and Regulations to the contrary, Sponsor, its designee, and their respective successors and assigns may, without the permission of any Board (i) use any Unsold Units as models and sales and/or promotion offices in connection with the sale or rental of the Units, or for any other purpose, or (ii) grant permission for the use of any Unit for any other lawful purpose, (and Sponsor may modify the certificate of occupancy to reflect a change in use) provided (a) such use is permitted by Law and does not violate the certificate of occupancy covering such Unit and (b) the user of such Unit complies with all applicable governmental regulations. See the section entitled "Rights and Obligations of Sponsor" and the Declaration for further details.

35. Real Estate Taxes

The real estate taxes for each Unit set forth in Schedule A were calculated upon the assumption that the taxes for the First Year of Condominium Operations will be allocated in proportion to each Unit's Percentage Common Interest. Notwithstanding any such allocation, the City of New York taxing authority may, when it establishes the individual tax lots, allocate the taxes in proportion to each Unit's purchase price rather than the Percentage Common Interest, or may allocate the taxes in such other manner as the taxing authority deems appropriate. Accordingly, Units having the same purchase price may pay different real estate taxes. See section entitled "Real Estate Taxes" for further details.

After the Condominium is divided into individual tax lots, 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 the Unit be subject to any lien arising from the non-payment of, taxes on other Units, unless a specific Section owns such Unit, in which event, the Unit Owners of such Section will be responsible for their proportionate share of the real estate taxes for such Unit.

The information provided in Schedule A regarding real estate taxes is based upon: (i) the opinion of Marcus and Pollack LLP, dated June 25, 2015 (the "Opinion") and (ii) any updated opinion of Marcus and Pollack LLP regarding the valuations being consistent with the Opinion.

Sponsor will use best efforts to pursue the application for partial exemption from real estate taxes for the Residential Units pursuant to Section 421-a of the New York Real Property Tax Law. Prospective Purchasers are advised that there can be no assurance that any such application will be granted. If the exemption is granted, the exemption is for a limited period of fifteen (15) years and will decrease progressively during years 12-15 during such fifteen (15) year period. See Section entitled "Tax Exemption Benefits" set forth in Part 1 of the Plan and the "Tax Exemption Opinion" set forth as Exhibit "H" for additional information regarding the potential benefits. Notwithstanding anything herein to the contrary, in no event shall Sponsor be liable to any Purchaser if the

exemption application is denied despite Sponsor's best efforts, nor shall the failure to obtain the benefits be the basis for any Purchaser to refuse to close title to his/her/their Unit. Neither the Sponsor, counsel to the Sponsor, nor any other person makes any warranty or representation that the partial exemption from real estate taxes will be granted, or as to the amount, if any, of the minimum tax that will be assessed against the Residential Units, or the amount of real estate taxes that will be payable at any time by any Residential Unit Owner.

Sponsor filed a Preliminary Application for partial abatement from real estate taxes with the New York City Department of Finance on January 28, 2014 for the Non-Residential Units consisting of Office, Retail and Parking Units pursuant to Sections 489-aaaaaa through 489-kkkkkk of the New York Real Property Tax Law ("ICAP"). Sponsor will use best efforts to pursue said Application. Notwithstanding the foregoing, Prospective Purchasers are advised that there can be no assurance that any such application will be granted. If the abatement is granted, the abatement is for a limited period not to exceed twenty-five (25) years and will decrease progressively during years 17-25 of the twenty-five (25) year period. See Section entitled "Tax Exemption Benefits" of Part I of the Plan and the Opinion set forth as Exhibit "I" for additional information regarding the potential benefits. Notwithstanding anything herein to the contrary, in no event shall Sponsor be liable to any Purchaser if the abatement application is denied despite Sponsor's best efforts, nor shall the failure to obtain the benefits be the basis for any Purchaser to refuse to close title to his/her/their Unit. Neither the Sponsor, counsel to the Sponsor, nor any other person makes any warranty or representation that the partial abatement from real estate taxes will be granted, or the amount of real estate taxes that will be payable at any time by any Non-Residential Unit Owner.

36. Limited Common Elements

Terraces appurtenant to certain Residential Units (i.e. Units 17A, 17H and the Residential Units on floors 4 and 15 of the Residential Tower), as described in Schedule A and the Floor Plans set forth in Part II of the Plan, will be Residential Limited Common Elements. Where a terrace has been designated as a Residential Limited Common Element appurtenant to a Residential Unit, the Residential Unit Owner thereof will have the exclusive use of same, subject to the rights of the Residential Board, the Master Board, Sponsor and its designee, to regulate its use and subject to rights of access to the terrace or balcony (as set forth in the Declaration, Residential By-Laws and Master By-Laws) for maintenance, repair and replacement and other uses. A Residential Unit Owner shall be responsible for all normal maintenance, repairs and replacements to a Residential Limited Common Element appurtenant to such Residential Unit Owner's Unit. However, the costs and expenses of any structural repairs or repairs or replacements caused by the need for such structural repairs to any terrace (unless caused by such Residential Unit Owner, in which case it shall be charged to said Residential Unit Owner), shall be charged to all Residential Unit Owners as a Residential Common Expense. Use and decoration of terraces and any other Residential Limited Common Elements will be subject to any restrictions in the Law, the Declaration, Residential By-laws, Residential Rules and Regulations of the Condominium, as may be determined by the Residential Board, from time to time. A Residential Unit Owner with rights to a Residential Limited Common Element outdoor

area must maintain, at his own expense, such Residential Limited Common Element and must manicure, at his own expense, any landscaping in accordance with the first class nature of the Building, as may be further provided in the Residential Rules and Regulations, from time to time. If not so maintained, the Residential Board shall have the right to access the Residential Limited Common Element and the Residential Unit to which it is appurtenant, upon reasonable notice, to perform the work on behalf of the Residential Unit Owner and the cost thereof shall be the sole responsibility of the Residential Unit Owner.

Subject to the existing zoning laws and building codes as of the Date of the Plan and to approval by the Residential Board, the Residential Unit Owner of any Residential Unit that has appurtenant to it outdoor Residential Limited Common Elements has the right to install a traffic surface provided, however, that the Residential Unit Owner will not be entitled to use its terrace unless and until the Residential Unit Owner installs an adequate traffic surface and provided further that the Residential Unit Owner shall not penetrate the roof or any waterproof membrane. The Managing Agent shall specify from time to time the weight of allowable landscaping. No Residential Unit Owner may apply or alter traffic surfaces for outdoor space or plant or install landscaping, in each case without the prior written consent of the Residential Board.

37. Additional Insurance for Units

No Board is required to obtain or maintain any insurance with respect to a Unit or any personal property contained in a Unit or liability for occurrences within a Unit. Unit Owners shall be required to carry additional insurance for their respective Units in such amounts (and by such carriers) as may be determined by the applicable Board from time to time but not less than the amounts set forth below, with deductibles not to exceed $5,000. All such policies shall contain waivers of subrogation and the liability of the carriers issuing insurance obtained by the Boards shall not be affected or diminished by reasons of any such additional insurance carried by any Unit Owner. 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 not less than $1,000,000 for bodily injury or death arising out of any one occurrence including $1,000,000 for damage to property (b) tenant's all-risk property insurance in respect of property damage occurring in, upon, or from the Unit or any part thereof (including, but not limited to appropriate coverage for additions, alterations, improvements, and betterments and loss due to water damage and personal property). The types of coverage terms and limits of liability set forth in (a) and (b) hereof may be increased by the applicable Board from time to time. The insurance required pursuant to this Section of the Offering Plan shall be written in form reasonably satisfactory to the applicable 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 applicable Board or the Managing Agent, the Unit Owner shall deliver to the applicable Board a duplicate original of the aforesaid policies, certificates evidencing such insurance or such other confirmation satisfactory to the applicable Board. To

the extent a party is insured for loss or damage to property, such party will look to its own insurance policies for recovery. Policies maintained by Unit Owners pursuant to the By-laws must provide that they cannot be canceled without at least thirty (30) days prior notice to the applicable Board.

As provided for in the applicable By-Laws, no Board shall have liability for its failure to require a Unit Owner to obtain and/or maintain the insurance required by this Section.

38. Permissible Uses of the Units

In accordance with the By-laws, nuisance or immoral, improper, offensive or unlawful use shall not be allowed in the Building or any portion thereof by any Unit Owner other than Sponsor or its designee. Units can only be leased in accordance with the applicable By-Laws and Rules and Regulations. No portion of a Residential Unit, other than the entire Unit, may be rented, and no transient tenants may be accommodated therein. 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 sole expense of the respective Unit Owner or the appropriate Board, whoever shall have the obligation to maintain such portion of the Property.

The By-Laws provide that each Unit and all portions of the Common Elements will be kept in first-class condition (and with respect to any roof or other part of the Property exposed to the elements, free of snow, ice and accumulation of water) by the Unit Owner or the appropriate Board, whichever is responsible for the maintenance thereof. In the event a Unit Owner fails to keep such Unit Owner's Unit in such condition, the appropriate Board may, at the expense of such Unit Owner, enter such Unit and perform, at the Unit Owner's sole cost and expense, such acts as are necessary to cure such failure to maintain the applicable area. (See the subsection entitled "Rights of Access").

Except as otherwise permitted in the Declaration and By-Laws with respect to Units owned by Sponsor, the Residential Units may be used for residential purposes and, subject to compliance with the Declaration, the Master By-Laws, the Master Rules and Regulations, the Residential By-Laws and the Rules and Regulations promulgated by the Residential Board (the "Residential Rules and Regulations"), for a lawful home occupation as defined in compliance with applicable zoning and other governmental regulations, or for any other lawful use, provided that either Declarant, its designee or the Residential Board consent to any such use. Any Residential Unit may be used as a professional office or for any other lawful purpose, provided such use is in compliance with applicable zoning and other governmental regulations, does not violate the then existing Certificate of Occupancy covering such Residential Unit, and the prior written consent of the Sponsor or the Residential Board is first given, which consent shall not be unreasonably withheld. Residential Units can only be leased in accordance with the Residential By-Laws and the Residential Rules and Regulations.

Except as otherwise permitted in the Declaration and By-laws with respect to Units owned by Sponsor, including without limitation the right of Sponsor and its designees to use any Unit owned by Sponsor as a sales office or model to promote the sale of Units, (i) each Office Unit may be used for general office use or any lawful purposes except that no Office Unit may be used for residential purposes or for retail sales of any type, (ii) each Retail Unit may be used for any lawful purposes; (iii) each Parking Unit may be used for garage-related purposes.

The Declaration and the applicable By-laws provide that no Non-Residential Unit may be used as a club, settlement house or welfare center. Furthermore, no Non-Residential Unit in the Building may be used: (i) for obscene or pornographic purposes or activities or the sale or distribution of any obscene or pornographic material, as such terms are defined in Section 235 of the New York Penal Law; or (ii) for the purpose of performing any abortions or providing any professional counseling or advice advocating abortions; or (iii) for the purpose of providing counseling to substance abuse patients, nor may such be used to operate a shelter for the homeless; or (iv) for any use involving noxious or immoral use; or (v) for the dispensing of methadone; or (vi) as a clinic, which involves drug or alcohol treatment or rehabilitation; or (vii) in a manner which causes an increase in the cost of insurance carried by the Condominium unless such increase in premium is paid by the Unit Owner whose change in use causes the increases.

No representation is made with respect to the continued ownership by Sponsor of all or any of the Non-Residential Units, or as to who the tenants or occupants of any of those Non-Residential Units may be at any time or as to the uses to which any portion of the Non-Residential Units may be put at any time (except that these Non-Residential Units may be used for any lawful purpose as otherwise limited by the Plan). The use of a Non-Residential Unit may generate noise or other disturbances over which the Residential Unit Owners will have no control. The Non-Residential Units may be lawfully used for purposes that would entail congestion and other similar inconveniences to residents.

See sections entitled "Office Units" "Retail Unit(s)" and "Parking Unit" for detailed information regarding the lawful uses of said Non-Residential Units.

The Boards and the Unit Owners do not have any right of approval over the use of the Unsold Units or any part thereof. Notwithstanding anything contained in the By-Laws or the Rules and Regulations to the contrary, Sponsor or its designee (or both) and their respective successors and assigns may, without the permission of the Boards, (i) use any Unsold Unit(s) as models and sales and/or promotion offices in connection with the sale or rental of the Units, or for any other purpose, or (ii) grant permission for the use of any Residential Unit as a professional office or for any other purpose, provided such use is permitted by law and does not violate the then existing Certificate of Occupancy covering such Residential Unit (unless the Sponsor elects to amend the Certificate of Occupancy), and the user of such Residential Unit complies with all applicable governmental regulations. See "Rights and Obligations of the Sponsor; Leasing of Unsold Units" and the Declaration for further details.

39. Operating Expenses

The projected Budgets for the First Year of Condominium Operations (Schedule B) include separate projected budgets for (i) the Condominium as a whole, including the expenses relating to the Parking Unit and Retail Unit ("Master Budget"), (ii) the Residential Section ("Residential Budget") and (iii) the Office Section ("Office Budget"). The various Boards shall have reasonable discretion to assess expenses differently for Residential and Non-Residential Units. As provided in the Budgets, certain expenses shall be based upon usage or other factors other than strict application of Percentages of Common Interest.

Notwithstanding the various Common Charges required to meet the expenses set forth in each of the Projected Budgets for the First Year of Condominium Operations: In connection with each of the Budgets provided in this Plan, during the first twelve (12) months of Condominium Operation, or until there has been a closing of title with respect to seventy-five (75%) percent of all of the Units in the Building (or seventy-five (75%) percent of all of the Units in the applicable Section) whichever is later, if the actual expenses of operating the Building (or appropriate Section) are less than the projected expenses set forth in the Budget for the First Year of Condominium Operations, then, to the extent such excess was paid by such Unit Owner, the difference between the actual expenses and the full Common Charges will be refunded to all Unit Owners (including the Sponsor) in the Building (or Section) on a pro-rated basis in the form of either a credit against future Common Charges or as a cash reimbursement to the extent that the Unit Owner (including the Sponsor) has sold the Unit prior to the receipt of the full credit. Sponsor makes no warranty or representation that the operating expenses during this period will be less than the actual Common Charges or as to the amount of any credit that may be available as a result of any such computation.

Notwithstanding the foregoing, if a refund is contemplated for the First Year of Condominium Operation or any subsequent year of condominium operation, such refund may only be effectuated if an independent certified public accountant, as part of its preparation of the yearly annual statement for the Condominium, has determined that a refund is warranted based on an excess payment of Common Charges by Unit Owners over actual expenses for the Condominium and has determined the amount of such refund as part of its annual review. For purposes of this Plan, an "excess payment of Common Charges" shall mean the actual expenses of the Condominium (or specific Section of the Condominium, as applicable) are less than the projected expenses set forth in the Budget for the Condominium (or the applicable Section). No refund may be given unless all expenses of the Condominium (or the applicable Section) are paid, including but not limited to, insurance premiums and any reserve fund payments required by lenders. During a budget year following a year for which a refund was effectuated, no special assessment or increase in Common Charges shall be instituted to pay for any item which was set forth in the previous year's budget and which was refunded to Unit Owners as per the foregoing. Sponsor shall remain obligated to update the applicable Budgets in its amendments to the Offering Plan even if it is not engaged in sales activities.

40. Allocation of Common Charges

As set forth in the Master Budget, the Units shall bear a percentage of the Master costs for the payroll, electricity for the Public Park, repairs and maintenance, management, insurance, legal, audit and other charges based upon Common Interests and shall pay for the costs of gas (heat and hot water), electricity, water and sewer and service contracts (except for window washing costs) based upon estimated usage. Other costs (such as the gas for cooking, Resident Superintendent's Unit charges and contributions to the Residential Reserve Fund) shall not be borne at all by the Non-Residential Unit Owners, because such utilities and/or services are not used by, or do not apply to, the Non-Residential Unit(s).

41. Master Common Charges

A portion of the Residential Common Charges payable by the Residential Unit Owners represents the Residential Section's allocated portion of Master Common Charges assessed by the Master Board against the Residential Section in accordance with the Master By-Laws.

A portion of the Office Common Charges payable by the Office Unit Owners represents the Office Section's allocated portion of Master Common Charges assessed by the Master Board against the Office Section in accordance with the Master By-Laws.

The Residential Board and Office Board shall be responsible to collect said Master Common Charges from the Units in respective Sections and pay such funds to the Master Board. See the Budget Footnotes for further details.

42. Mortgage Recording Tax

Sponsor has secured project financing of $241,854,120.00 from SPT TLB BB HOLDINGS, LLC ("Starwood") to finance the construction of the Project. This debt financing package consists of a $100,941,648 floating rate mezzanine loan ("Mezz Loan"), a $129,294,864 floating rate building loan ("Building Loan"), and a $11,617,608 floating rate project loan ("Project Loan") (collectively, the "Starwood Loan"). The Mezz Loan, Building Loan and Project Loan each (i) have a four (4) year term with an initial maturity date of April 11, 2018, (ii) have two (2) one-year extension options and (iii) are interest-only loans.

(a) If a Purchaser obtains a mortgage loan for a Unit (although, Purchaser's obligations under the Purchaser Agreement are not contingent on financing), such Purchaser will pay:

a. a mortgage recording tax in the amount provided by law (at the date of this Plan the tax is 2.05% of the face amount of the mortgage for Residential or Commercial loans up to $500,000; 2.175% for Residential loans in excess of $500,000 and 2.80% for Commercial loans in excess of $500,000, less twenty five ($25) dollars; and

b. a sum to reimburse Sponsor in an amount equal to the partial mortgage tax credit to which Purchaser is entitled under Section 339-ee(2) of the Condominium Act (such sum is based, in general, on the Unit's percentage of Common Interest multiplied by a portion of the mortgage tax previously paid on account of pre-existing mortgages on the Property).

AND

(b) If the Purchaser obtains a mortgage loan for a Unit and the mortgage recording tax credit does not apply (either at Sponsor's election or not), and Sponsor is able to cause Starwood to split the Starwood Loan and sever it into several smaller mortgages, Purchasers who elect to take out financing shall be obligated to request, in writing, that their lender accept an assignment of that portion of the split and severed mortgage (the "Split and Severed Mortgage") equal to Purchaser's financing (the "Assignment").

In the event that a Purchaser is able to cause its lender to accept the Assignment of the Split and Severed Mortgage, at Closing, Purchaser shall pay all costs and expenses of both Sponsor's mortgagee and Purchaser's lender in connection with the Assignment and will also pay to Sponsor an amount equal to 80% of the savings realized by Purchaser not having to pay the mortgage recording tax on the amount of the mortgage which is assigned to Purchaser's lender. Purchaser shall be entitled to the benefit of 20% of the savings, less the cost of the severance. In the event that: (i) Purchaser is unable to cause its lender to accept the Assignment of the Starwood Loan, or (ii) Sponsor has fully repaid the Starwood Loan prior to Closing, at Closing, Purchaser shall pay the mortgage recording tax due on the amount of Purchaser's mortgage directly to the City of New York.

See the section entitled "Procedure to Purchase" for further details. See also the Purchase Agreement in Part II of the Plan.

43. Advertisements and Resale

Pursuant to the obligation set forth in the Purchase Agreement that survives closing, prior to the First Residential Unit Closing and before the earlier of twelve (12) months after the First Residential Unit Closing, or seventy-five (75%) percent of the Residential Units in the Building have closed, Residential Purchasers shall not list their Unit(s) for resale or rental with any broker or advertise or otherwise offer, promote, or publicize the availability of the Residential Unit(s) for sale or lease, without Sponsor's and the Residential Board's prior written consent. This provision shall survive closing and shall apply to Residential Unit Owners who occupy their Units as well as investors.

In addition, Residential Purchasers are not permitted to resell their Residential Unit(s) without the prior written consent of Sponsor, which consent shall not be unreasonably withheld, until the earlier of twelve (12) months after the First Residential Unit Closing or seventy-five (75%)

percent of the Residential Units in the Building have closed. Notwithstanding the foregoing, upon acceptable written evidence, Sponsor shall not withhold its consent to the resale of a Residential Unit in the event of undue hardship due to the death of a Purchaser or a Purchaser's immediate family member, the involuntary loss of a Purchaser's employment, the need to relocate outside New York City, or the bankruptcy or insolvency of a Purchaser.

In the event Sponsor grants a Unit Owner consent for the resale of a Unit within the first twelve (12) months after the First Residential Unit Closing or prior to the closing of 75% of the Residential Units in the Building, said Unit Owner shall, in connection with such resale, pay to Sponsor a fee in the amount of 5% of the Sales Price of the resold Unit.

Similarly, prior to the closing of title to an Office Unit and before the earlier of twelve (12) months after the First Office Unit Closing, or seventy-five (75%) percent of the Office Units in the Building have closed, Office Purchasers shall not list their Office Unit(s) for resale or rental with any broker or advertise or otherwise offer, promote, or publicize the availability of the Office Unit(s) for sale or lease, without Sponsor's and the Office Board's prior written consent. This provision shall survive Closing and shall apply to Office Unit Owners who occupy their Units as well as investors.

In addition, Office Purchasers are not permitted to resell their Office Unit(s) without the prior written consent of Sponsor, which consent shall not be unreasonably withheld, until the earlier of twelve (12) months after the first closing of an Office Unit or seventy-five (75%) percent of the Office Units in the Building have closed.

In the event Sponsor grants an Office Unit Owner consent for the resale of a Unit within the first twelve (12) months after the First Office Unit Closing or prior to the closing of 75% of the Office Units in the Building, said Unit Owner shall, in connection with such resale, pay to Sponsor a fee in the amount of 5% of the Sales Price of the resold Unit. See section entitled "Rights and Obligations of the Sponsor."

44. Marketing Materials

Illustrations and artistic renderings are artist interpretations only, and therefore may not accurately depict the Building, Condominium, Unit, and its features and amenities as actually built, furnished, equipped or decorated. Furthermore, Purchasers are advised that any advertisement depicting the interior design, ceiling heights and/or lighting or furnishings of a Unit is solely for artistic purposes, and Sponsor will only be obligated to deliver the Unit as set forth in the Offering Plan. The above notwithstanding, Sponsor agrees that all printed marketing materials and signage will comply with the rules and regulations as set forth by the New York State Attorney General.

Purchasers are advised that the Residential Units may not include, among other things, the furniture, furnishings, finishes, equipment, decorations, wall coverings, window treatments,

carpeting, recessed lighting, audio visual or home automation controls or closet build-outs found in a model apartment. In addition, Purchasers are advised that the model apartment is located in an off-site location near the Property, and that the model apartment contains ceiling heights of approximately 9' 8" which ceiling height is substantially different from the anticipated ceiling heights in the Residential Units. For more information about the anticipated ceiling heights in the Residential Units, please refer to Section Z of the Property Description annexed hereto as Exhibit E of Part II of the Plan. In general, ceiling heights may vary in accordance with construction tolerances and variances and are merely approximate.

Except as specifically represented in the Offering Plan, Purchasers shall not rely upon any representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Selling Agent or others, including, but not limited to, any relation to the description or physical condition of the Property, the Buildings or a Unit, or the size or the dimensions of a Unit, or the rooms therein contained, or any other physical characteristics thereof, the services to be provided to Unit Owners and/or any charges to be paid by Unit Owners.

45. Building Staff

The Building will be maintained, operated and staffed in a manner to be determined by the appropriate Board. Each Section Board shall have the right to determine the building staff for its Section. The Master Board shall have the right to determine the building staff for the General Common Elements of the Building. Notwithstanding the foregoing, Union staff must be used once 40% of the Units of the entire property are sold.

The Master Budget provides that the building staff for the Master Condominium will include one (1) chief engineer, one (1) handyman and one (1) Loading Dock Attendant and two (2) security guards. All of the foregoing will be full time employees. The chief engineer will not reside in the building. The building will be staffed 24/7 and will provide the required janitorial services as required by law.

The Residential Budget provides that the building staff for the Residential Section will include one (1) Resident Superintendent, one (1) handyman and two (2) porters. In addition to the staff, there will be a service contract with a third party labor vendor who will provide the staffing for the front desk attendant. The front desk will be staffed 24 hours per day, seven days per week. The third party vendor will be required to comply with Schedule 230 for prevailing wages and benefits. The Resident Superintendent and porters will be full time employees. The full Building staff will not be fully staffed until the closings of Units representing 50% of the Common Interest of the Residential Units. Sponsor may never be required to employ a full staff if Sponsor or its designee retains more than 50% of the Common Interest appurtenant to the Residential Units. Notwithstanding the above, beginning at the time of the First Residential Unit Closing, the Condominium will employ enough staff members to ensure a constant presence at the Building. While Sponsor controls the Residential Board, and before the Residential Tower is

substantially occupied (but in any event not more than one year after the First Residential Unit Closing), the Residential Section staff must be consistent with the disclosure in Schedule B, except to the extent that such level of staffing is not needed to adequately service the Residential Section.

The Office Budget provides that the Office Section Budget provides for a service contract with a third party labor vendor who will provide staffing for the front desk attendant, one (1) full time Office superintendent and two (2) full time porters. The front desk will be staffed 24 hours per day, seven days per week.

46. Windows Guards and Spandrel Windows

Pursuant to the By-laws, each Residential Unit Owner is obligated to notify the Managing Agent in writing when a child or children under the age of eleven (11) years lives or resides (even temporarily) in the Residential Unit. Each Residential Unit Owner shall install, at such Residential Unit Owner's expense, the required window guards or other legally-compliant window stops in all windows of the Residential Unit. The Residential Unit Owner shall maintain all window guards or other legally-compliant window stops installed in the Residential Unit and shall not remove the same until permitted by applicable law and in any event, without prior written notice to the Managing Agent. Sponsor makes no representations whether Residential Unit Owners will comply with the foregoing obligations and has no liability in the event that Residential Unit Owners do not comply therewith.

Prospective Purchasers are advised that certain windows viewed from the exterior of the Building may be spandrel glass and not vision glass. Spandrel windows are merely decorative glass used to create uniformity on the exterior of the Building. Said windows may only be viewed from the exterior of the Building and cannot be accessed or seen from within the Units. See the Architect's Report for further details.

See the sections entitled "Description of the Property and Improvements" and "Rights and Obligations of the Unit Owners and the Board" for further details.

47. Groundwater

The Property is not within a flood zone.

Groundwater levels were measured in the groundwater observation wells after first pumping out the wells and then allowing the water level in the wells to stabilize. As further described in the Architect's Report, the groundwater level was generally consistent with the water levels reported on the Queens Crossing site immediately west of the Flushing Commons site (water levels at the site reportedly ranged from 23 to 57 feet below the ground surface). In general, the groundwater levels vary at different locations throughout the proposed site but are not anticipated to intersect the foundation walls at their lowest point (the Garage P4 level slab).

Notwithstanding the foregoing, groundwater levels are expected to fluctuate seasonally and due to weather. Sponsor has been advised by its architect that groundwater should not adversely affect the planned construction of the building.

Nevertheless, below-grade walls are designed to resist soil pressure, hydrostatic pressure, dynamic pressures and surcharge loading from adjacent sidewalks/roadways. The lowest floor level is designed and constructed as a pressure slab to resist hydrostatic uplift forces. The closer the foundation is to the groundwater table, the greater the possibility that there will be water infiltration and/or contaminants in the groundwater that could cause soil vapor intrusion in the Parking Unit.

In contemplation of the variation of groundwater levels discussed above, Sponsor is installing a below-grade vapor barrier/waterproofing of the horizontal surface (beneath the P4 level slab) and vertical surfaces (behind the foundation walls) up to the street level grade. A warranty of fifteen (15) years (from substantial completion) will be provided for such vapor barrier/waterproofing.

48. Parking Unit

The Parking Unit will be one Unit with its own separate tax lot. During Phase I, the Parking Unit will have the ability to accommodate approximately 982 vehicles. While no representation or guarantee is provided by Sponsor regarding the availability of parking spaces, it is expected that sufficient parking spaces will be available so that each Residential Unit in the Building will be able to park a vehicle in the Parking Unit. Sponsor will build the Parking Unit in a manner consistent with all applicable Zoning Resolutions of the City of New York.

The Parking Unit is not currently offered for sale. While the Sponsor will initially retain ownership and the rights to the Parking Unit, the Sponsor reserves the right to transfer title to the Parking Unit at any time upon the submission of an amendment to the Plan.

The Parking Unit must be used for parking purposes and for no other purpose. The Parking Unit will be managed by a separate vendor in a manner consistent with all applicable laws and regulations (including, but not limited to, applicable Zoning Resolutions of the City of New York). Unit Owners will contract directly with the vendor for parking on a daily, weekly, monthly or other long term basis. All details regarding the allocation, availability and fees relating to the parking spaces shall be provided by the vendor. Sponsor cannot make any representation regarding the availability of parking spaces in the Building.

Purchasers are advised that based upon the status of construction of the Building, no representation is made as to when any parking spaces may be available for use. Notwithstanding any delay in completion of the parking spaces, Purchasers will still be required to close title to the Unit and pay the balance of the Unit Purchase Price on the originally scheduled closing date.

As of the date of submission of this Plan, it is anticipated that the Parking Unit will be substantially completed in April 2016.

The parking spaces are located on below grade levels of the Building and neither Sponsor, nor its designee, can make any representation that the parking spaces will remain dry or will not experience any water infiltration. Neither the Sponsor, nor its designee, nor the Master Board will be responsible for any damage to vehicles parked in the Parking Unit. Sponsor and its designee and each of the Boards waive liability that may occur to a vehicle in the Parking Unit. Purchasers who place their vehicles in the Parking Unit do so at their own risk and Purchasers are advised to consult with their insurance brokers regarding appropriate coverage for such vehicles.

No representation is made with respect to the continued ownership by Sponsor of all or any portion of the Parking Unit or as to who the tenants or occupants of any portion of said Unit may be at any time. The use of the Parking Unit may generate noise or other disturbances over which the Boards and other Unit Owners will have no control.

49. Bulk Services Agreement

The Building will initially be subject to a Bulk Services Agreement ("Verizon Agreement") with Verizon Services Corp. ("Verizon"). Pursuant to the Verizon Agreement, Verizon shall be the exclusive carrier for the Residential Units and Office Units.

The Verizon Agreement provides for residential services (i.e. telephone, internet and when available, multi-channel video services, etc.) for the Residential Units in the Building at a discounted price. The basic bulk charges ("Verizon Charges") will be a Residential Common Expense paid by all Residential Unit Owners along with their Residential Common Charges. Residential Unit Owners may choose, for an additional charge, to upgrade products or services from Verizon. Prospective Purchasers are advised that each Residential Unit Owner shall be required to pay the Verizon Charges regardless of whether or not said Residential Unit Owner chooses to obtain Verizon services.

The Verizon Charges are listed on Schedule A and shall be considered and treated as Residential Common Charges under the Declaration and By-Laws. The Verizon Charges shall be collectible and recoverable in the same manner as any other Common Charges due and payable by any Unit Owner. The Residential Board's rights and remedies relating to the collection or recovery of the Verizon Charges shall be identical to the rights and remedies related to Residential Common Charges.

Office Unit Owners shall be responsible to make arrangements with Verizon for telephone, internet and related services.

At or prior to the resale of a Unit, Unit Owners shall be responsible to return any Verizon equipment to the applicable Section Board of the Condominium.

50. LEED Certification

As further described in the "Description of Property" in Part II of the Plan, the Sponsor has applied for Leadership in Energy and Environmental Design ("LEED") credit for the Building. LEED is the nationally accepted benchmark for the design, construction, and operation of high performance green buildings. While the Sponsor has applied for certain LEED credit, the Building must be evaluated upon completion. Prospective Purchasers are advised that Sponsor makes no guaranty or assurance that LEED credit will be issued for the Building.

In accordance with the LEED requirements, as set forth in full detail in the Description of Property in Part II of this Plan, Non-Residential Purchasers must agree to specific LEED requirements in their Purchase Agreements, including: (i) a commitment to share energy and water usage data, (ii) energy and atmosphere requirements (rules regarding refrigerants), (iii) indoor environmental quality requirements (including ventilation requirements), (iv) controllability of systems/thermal comfort and (v) smoking prohibitions in the Non-Residential Units and the Common Elements of the Building.

51. Sponsor's Designee

It is the intention of Sponsor throughout this Plan that whenever Sponsor is given a right, such right shall accrue to Sponsor and/or its designee, whether or not it is specifically provided for in this Plan.

52. Section Boards

All references to obtaining consent of a Section Board shall also include a reference to the consent of the Master Board, if the matter at hand affects General Common Elements, the insurance of the Building or multiple Sections of the Building. Any issues that affect more than one Section and any disputes between Sections that are not otherwise resolved, shall be subject to the control and decision of the Master Board. In addition, maintenance or repairs to Non-General Common Elements that may affect (i) the General Common Elements, (ii) the insurance of the Building, (iii) the Parking Unit or (iv) multiple Sections of the Building, are subject to written consent from the Master Board, which consent shall not be unreasonably withheld.

53. Airport Proximity

Purchasers are advised that the Property is in the proximity of LaGuardia Airport and is below and within the flight path of approaching airplanes and lies within the mandated "e" designated acoustic requirements per the City Environmental Quality Review Technical Manual noted in the Downtown Flushing Rezoning Environmental Impact Statement. Sponsor is not responsible for, nor can Sponsor make any guarantees regarding, the level of noise at the Property. In addition, an obstruction signal system consisting of FAA warning lights shall be

provided on the roofs of the Residential Tower (and in the event Phase II is developed, on the roof of the residential tower B of Phase II). Any such warning lights shall be designed and installed in a manner that is not anticipated to cause any material reflection or illumination in any Residential Units. Furthermore, such warning lights shall be installed in a manner that complies with all applicable regulations.

54. Tenant Protection Plan

As provided for in the Architect's Report, the building will be occupied (by tenants and/or Unit Owners) prior to obtaining the Permanent Certificate of Occupancy. The "Tenant Protection Plan" as described in section 28-104.8.4 of Part A (Chapters 1 through 5 of Title 28) is to be submitted to the NYC Department of Buildings for review and approval. A copy of the Protection Plan is to be distributed to each tenant and/or Unit Owner.

* * * * *

The foregoing Special Risks are reasonably believed by Sponsor to involve significant risks to Purchasers or be reasonably likely to affect disproportionately or unusually the Common Charges or obligations of Unit Owners in future years of Condominium operation. However the foregoing does not reflect all of the material terms of the offering, which are set forth in detail in the Plan, certain of which may all be deemed by some Purchasers and not others to involve significant risks. Therefore all Purchasers should carefully review the entire Plan for complete disclosure of the terms before deciding whether or not to purchase a Unit.

INTRODUCTION

Purpose of the Plan

The purpose of this offering document (the "Offering Plan" or "Plan") is to disclose to potential Purchasers all of the material facts and terms of the offering as required by Section 352-e of the General Business Law and Part 20 of the regulations promulgated thereunder ("Part 20"). Sponsor cannot sell or offer any Units for sale unless or until the Plan is accepted for filing by the New York State Department of Law (the "Department of Law").

This Plan may be amended from time to time to reflect newly arising facts or changed terms or circumstances that materially affect the offering. All such amendments shall be filed with the Department of Law and will be presented to all Purchasers and Unit Owners. See the section entitled "General" for more information concerning amendments and their effect on outstanding Purchase Agreements. The terms "Department of Law" and "Attorney General" are used interchangeably in this Plan. Capitalized terms not otherwise defined are defined in the section below entitled "Definitions."

The Sponsor

Flushing Commons Property Owner, LLC, a Delaware limited liability company, is the "Sponsor" of the Plan. Flushing Commons Property Owner, LLC is wholly owned by Flushing Commons Mezzanine LLC, which is wholly owned by Flushing Commons JV, LLC. Flushing Commons JV, LLC is a joint venture whose controlling members are MK FLCO Holdings LLC and Flushing Commons Sponsor, LLC.

The Principals of Sponsor shall be Dermot B. Johnson of AECOM Capital, Inc., Frederic Sondik of the Rockefeller Group Development Corporation and Michael Meyer of TDC Int'l Flushing New York LLC. Sponsor is the current Owner of the land known as 37-10 37th Avenue, Flushing, New York (the "Property"). Sponsor acquired its interest in the Property on or about December 30, 2013. See the section entitled "Identity of Parties" for more information concerning the Sponsor and Sponsor's Principals, and see the section entitled "Location and Area Information" for full details regarding the Property.

The Condominium Act

Sponsor intends to develop a mixed use development on the Property which will be constructed in several phases. It is currently anticipated that the first phase ("Phase I") of the development shall include: (i) 148 residential units ("Residential Units") (one of which shall be the Resident Superintendent's Unit and will not be offered for sale) in a mid-rise apartment tower of 17 floors; (ii) four (4) subgrade levels of parking with the ability to accommodate approximately 982 vehicles (the "Parking Unit"); (iii) retail space on two levels (the "Retail

Unit"); (iv) seventy-five (75) office units ("Office Units"), sixty (60) of which are located in the office tower of 13 floors (and fifteen (15) of which are located on the third floor of the Base) and (v) thirty-five (35) Storage Bins located in the Storage Area on the fourth floor of the Residential Tower (as such term is hereinafter defined).

Sponsor is converting the Property to a condominium form of ownership pursuant to Article 9B of the Real Property Law of the State of New York (the "Condominium Act"). The Condominium will be known as "Flushing Commons" and is hereinafter referred to as the "Condominium."

The Property

The Property is located in a C4-4 Zoning District, which permits residential, community, hotel, retail, office and commercial uses. The Property and proposed uses will comply with all zoning and use requirements at closing. The Building is classified as Class 1-B, non-combustible, and will conform to all applicable regulations of the Building Code of the City of New York (the "Building Code").

Sponsor intends to construct the Property in several phases. Phase I, which is the subject of this Plan, shall include the construction of a Residential tower (the "Residential Tower"), with an address of 138-35 39th Avenue, Flushing New York and an Office tower (the " Office Tower"), with an address of 38-18 Union Street, Flushing New York. The Residential Tower and the Office Tower are built upon a combined three-level base (the "Base"). As such, the Residential Tower begins on the fourth floor above the Base and consists of fourteen Residential levels (located on floors 4-17). Similarly, the Office Tower begins on the fourth floor above the Base and contains ten (10) Office levels (located on floors 4-13).

The Base, the Residential Tower and the Office Tower shall collectively be referred to as the "Building." Phase I will also include the construction of a landscaped outdoor public park area of approximately 25,796 square feet off of 39th Avenue adjacent to the west and north side of the Building (the "Public Park").

The Residential Tower and the Office Tower are two distinct structures separated by an expansion joint. Both towers share a common platform beginning on Level 4 (Four) at an Elevation of 98'-10" from a 0'-0" elevation (or at a height of 41'-4" from the entrance lobby on Union Street). The Office Tower rises from the fourth floor through the 13th floor for a total height of 189'-7" as measured from the 1st floor office entrance lobby slab to the slab at the mechanical room roof bulkhead. The Residential Tower begins on the shared platform on Level 4 (Four) approximately 45'-4" from the slab of the Residential entrance lobby on 39th Avenue to the roof of the Building for a total of 14 residential levels (located on floors 4-17) to a total height of 195'-4" as measured again from the 1st floor residential entrance lobby to the slab at the Mechanical room roof bulkhead.

Fifteen Office Units are located on the third floor of the Base, approximately 32'-8" above the 1st floor plaza level. The remainder of the Office Units are located in the Office Tower. The Office Tower is located upon the roof of the Base at a height of 41'-4" from the first floor lobby for a total of ten (10) Office levels located on floors 4-13. The Residential Tower is located on the roof of the Base at approximately 45'-4" above the slab of the entrance lobby on 39th Avenue for a total of fourteen (14) Residential levels located on floors 4-17. Although the Residential Tower and the Office Tower share a common platform (Level 4), their respective entrance lobbies are at different slab elevations due to the slope of the exterior sidewalk.

There are four floors (P4, P3, P2 and P1) of public parking below the ground floor level of the Base. Public parking and incoming utility services are located in the P1 level. Equipment rooms are located at the P1 and P4 Levels, the third floor and at the roof level of the Building.

After Phase I construction, the Building will consist of (i) one Parking Unit made up of four levels of subgrade parking P1-P4; (ii) one Retail Unit located on the first and second floors of the Base; (iii) 148 Residential Units located on the fourteen (14) residential floors of the Residential Tower (one Residential Unit shall be used as the Resident Superintendent's Unit and shall not be offered for sale); (iv) 75 Office Units (60 of which are located in the ten floors of the Office Tower and 15 of which are located on the third floor of the Base) and (v) 35 Storage Bins located in a Storage Area on the fourth floor of the Residential Tower. See section entitled "Description of Property and Improvements" for further details of the Building, Units, and improvements.

Construction of the Building began on or about November 2014. The anticipated substantial completion date for (i) the Parking Unit is approximately April 2016, (ii) the Office Tower is approximately December 2016 and (iii) the Residential Tower is approximately January 2017.

The proposed Phase II construction is expected to include a residential tower A and a residential tower B built upon a combined base, an office building E, additional underground parking and additional area of open-air plaza. Once completed, the area of the open-air public plaza would be approximately 85,427 square feet and would include the Public Park space described in this Plan. The Phase II buildings and the remainder of the open-air public plaza would be constructed on lot 25 at a future date yet to be determined. As part of the Phase II construction, building A/B would provide loading docks and a centralized receiving area for the entire project. The receiving area and loading docks in the Building may then be renovated for additional commercial/retail space. Notwithstanding the foregoing, Sponsor makes no representation or guarantee that Phase II construction shall be carried out, or carried out to the extent described above. Furthermore, Sponsor is under no obligation to carry out Phase II or to make any changes to Phase I based upon Phase II construction. Sponsor will have no liability to any Unit Owner or Purchaser, nor will a Unit Owner or Purchaser be entitled to any credit or otherwise be relieved from any obligations under the Offering Plan, due to the fact that Phase II is not built (or not built in its entirety) or the changes described above to Phase I are not made.

The Condominium shall consist of (a) the General Common Elements; (b) the Residential Units, the Residential Common Elements, and the Residential Limited Common Elements (collectively, "the Residential Section"); (c) the Office Units and the Office Common Elements (collectively, "the Office Section"); (d) the Retail Section, including the Retail Unit and the Retail Common Elements (collectively, "the Retail Section"); and (e) the Parking Unit.

All references to obtaining consent of a Section Board shall also include a reference to the consent of the Master Board, if the matter at hand affects General Common Elements or affects multiple Sections of the Building. Any issues that affect more than one Section, and any disputes between Sections that are not otherwise resolved, shall be subject to the control and decision of the Master Board.

Notwithstanding the foregoing, the Residential Board, Office Board and Retail Board are entitled to repair, replace or alter portions of the Residential Common Elements, Office Common Elements and Retail Common Elements, respectively, if such Common Elements are located solely within their applicable Section, however the Section Board must obtain Master Board consent if any such repairs or Alterations shall affect any General Common Elements of the Building or exterior walls of the Building. If any such repairs or Alterations shall affect another Section of the Building, and are not located solely within a Section, then the Master Board shall control such repairs or Alterations.

Sponsor and/or its designees shall undertake the responsibility of extending each Temporary Certificate of Occupancy (TCO) received for the Residential Units prior to expiration thereof, and for ultimately obtaining a Permanent Certificate of Occupancy (PCO) for the entire Building.

Residential Section

Prior to the First Residential Unit Closing, Sponsor will cause a TCO to be issued with respect to the Residential Unit to be closed and will attempt to obtain a PCO within two (2) years after the First Residential Unit Closing, subject, however, to Force Majeure and actions by Unit Owners or tenants of Unit Owners (including, but not limited to, delay caused by Alterations (as such term is hereinafter defined) performed by Non-Residential Unit Owners or a Board). Prospective Purchasers are advised that, if by the date of the First Residential Unit Closing only a TCO for the Building has been issued, a PCO will eventually be required for permanent Residential use of the Building. Sponsor will, at its sole cost and expense, do and perform all work for the Residential Units, and will supply for the Residential Units all materials that shall be necessary in order to cause the TCO for the Residential Units to be continuously renewed and to obtain a PCO. However, Sponsor makes no representation or guarantee that the DOB will issue the PCO within a two-year period. Notwithstanding the foregoing, Sponsor is obligated to procure the PCO for the Residential Units, and shall exercise best efforts to obtain the PCO, subject however to (i) Force Majeure, (ii) the cooperation of the Boards in the Building, and (iii) the acts or resulting delays caused by Unit Owners or their contractors, employees, agents or tenants. Sponsor's obligation to obtain the PCO is subject to administrative delays and delays on the part of

the Boards, the Unit Owners or their contractors, employees or agents. Until a PCO is issued, the Section Boards, Master Board, if applicable, and the Sponsor and its designee shall have the right to withhold consent to Alterations by Unit Owners for any reason or no reason. All Unit Owners and the applicable Boards shall be obligated to cooperate with and to refrain from obstructing Sponsor from completing any work that it is required to perform to obtain a PCO.

Prior to the issuance of the PCO, the Residential Board shall not, without first obtaining the written consent of Sponsor or its designee, perform any work on the Residential Common Elements (or Residential Limited Common Elements) or give consent to a Residential Unit Owner to perform any work or Alterations on any portion of the Building

Office Section

Since the Office Board or individual Office Unit Owners (subject to the approval of the Sponsor, the Office Board or, if applicable, the Master Board) may be permitted to undertake work in an Office Unit to complete the construction of said Unit ("Alterations") prior to the procurement of a PCO, such Alterations may cause additional delays in the issuance thereof. As a result, the Office Board, and if applicable, the Master Board, shall have the right to obligate such Office Unit Owners to complete the Alterations in the Office Units within six (6) months from commencement of construction so as to enable Sponsor and/or its designees to obtain the PCO. Sponsor shall not be liable for any delays caused by such Office Unit Owners or their contractors, employees or agents. Notwithstanding the foregoing, Sponsor and/or its designees are obligated to procure the PCO for the Building, and agree to exercise best efforts to obtain the PCO, subject however to (i) Force Majeure, (ii) the cooperation of the Boards in the Building, and (iii) the acts or resulting delays caused by Unit Owners or their contractors, employees, agents or tenants. Sponsor's obligation to obtain the PCO is subject to administrative delays and delays on the part of the Boards, the Unit Owners or their contractors, employees or agents. Until a PCO is issued, the Section Boards, Master Board, if applicable, and the Sponsor and its designee shall have the right to withhold consent to Alterations by Unit Owners for any reason or no reason. All Unit Owners and the applicable Boards shall be obligated to cooperate with and to refrain from obstructing Sponsor from completing any work that it is required to perform to obtain a PCO.

An Office Unit Owner agrees that, prior to the commencement of any Alterations, the Office Unit Owner shall deliver for approval by the Sponsor's architect and the Sponsor's consulting engineer the proposed Alteration for review and approval, and the Office Unit Owner shall complete all of the Alteration Obligations listed in Exhibit L in Part II of this Plan.

Prior to the issuance of a PCO, the Office Board shall not, without first obtaining the written consent of Sponsor, perform any work on the Office Common Elements or give consent to any Office Unit Owner to perform any work on any portion of the Building other than said Office Unit Owner's Office Unit.

Parking Unit

Any Parking Unit Owner (who is not Sponsor or Sponsor's designee) shall not, prior to the issuance of a PCO, perform any Alterations in the Parking Unit which would have a material adverse effect on a Common Element or a Unit or on the structural, mechanical, electrical or plumbing elements of the Building, or the exterior appearance of the Building, or which would increase insurance premiums or maintenance costs for any non-Parking portion of the Building, unless said Parking Unit Owner shall, with respect to that portion of the Alterations that impairs or modifies any such non-Parking portions of the Building, (i) obtain prior written consent from Sponsor, and if applicable, the Master Board (which consent may be withheld for any or no reason at Sponsor's or a Board's sole discretion) and (ii) fulfill the Alteration Obligations (as annexed hereto in Exhibit E to this Declaration.

Retail Unit

Any Retail Unit Owner (who is not Sponsor or Sponsor's designee) shall not, prior to the issuance of a PCO, perform any Alterations in the Retail Unit or Retail Common Elements which would have a material adverse effect on a Common Element or a Unit or on the structural, mechanical, electrical or plumbing elements of the Building, or the exterior appearance of the Building, or which would increase insurance premiums or maintenance costs for any non-Retail portion of the Building, unless said Retail Unit Owner shall, with respect to that portion of the Alterations that impairs or modifies any such non-Retail portions of the Building, (i) obtain prior written consent from Sponsor, and if applicable, the Master Board (which consent may be withheld for any or no reason at Sponsor's or a Board's sole discretion) and (ii) fulfill the Alteration Obligations (as annexed hereto in Exhibit E to this Declaration).

All Units

Purchasers are advised that if a Unit Owner commences Alterations on its Unit and (a) does not clear NYC DOB (or any other New York City agency) violations or objections within thirty (30) days of the issuance of said violations or objections, and/or (b) does not close permits on the earlier to occur of six (6) months from obtaining such permits or sixty (60) days from the substantial completion (or abandonment) of the Alterations, then Sponsor, its designee and/or an applicable Board shall have the right to either (i) complete such Alterations on behalf of the Non-Residential Unit Owner at the Unit Owner's sole cost and expense or (ii) compel the Non-Residential Unit Owner to complete the Alterations in a manner which enables the Building to obtain a Permanent Certificate of Occupancy within six (6) months from commencement of the Alteration.

The Offer

Sponsor is offering (i) 147 of the 148 Residential Units (one Unit shall be used as the Resident Superintendent's Unit and shall not be offered for sale), (ii) 75 Office Units, and (v) 35 Storage Bins for sale on the terms expressed herein. At the time of presentation of this Offering Plan, the Retail Unit and Parking Unit are not being offered for sale. Sponsor reserves the right to offer the Retail Unit and Parking Unit for sale in the future upon the submission of an amendment to the Plan.

Storage Bins

Sponsor is offering for sale licenses ("Storage Bin Licenses") to use thirty five (35) storage bins ("Storage Bins") located in a Storage Area located on the fourth floor of the Residential Tower, which Storage Area will be a Residential Common Element of the Building. Sponsor will only be selling Storage Bin Licenses to Purchasers or Owners of Residential Units. Notwithstanding the foregoing, Sponsor may sell Storage Bin Licenses for more than one Storage Bin to one Residential Purchaser or reserve Storage Bins for particular Residential Units. Although, as of the Date of the Plan, Sponsor intends to sell Storage Bin Licenses to all of the Storage Bins, Sponsor has reserved the right to cease marketing Storage Bin Licenses in Sponsor's sole discretion. There is no restriction on the right of Sponsor to retain the right to use the unsold Storage Bins and control licensing of the unsold Storage Bins, regardless of whether Sponsor owns any Units in the Building. Sponsor shall have, and the Units and Common Elements shall be subject to, an easement to use the Common Elements of the Building, other than those portions which comprise Limited Common Elements, for any lawful purposes including, but not limited to, the purpose of accessing and using the Storage Bins, or any other Common Elements to which Sponsor has retained rights. Sponsor makes no guarantee that a Storage Bin License will be available to any Purchaser. Residential Purchasers are advised that there will not be enough Storage Bins for each Residential Unit Owner. See the Section entitled "Storage Bins" for further information regarding the Storage Bins.

Purchase Price for Units

The initial purchase price and other financial details for (i) each Residential Unit are set forth in the Residential Schedule A, (ii) each Office Unit are set forth in the Office Schedule A (the foregoing Schedules are collectively referred to as "Schedule A"). The prices for Units have been set by Sponsor, and are not subject to approval by the Department of Law or any other governmental agency. The prices are negotiable and subject to change. For a discussion of the right of Sponsor to change prices see the section entitled "Changes in Prices or Units."

Plan and Documents Available for Inspection

Parts I and II constitute the entire offering plan and contain all the detailed terms of the offering. Parts A, B, C and D of the exhibits (the "Exhibits") delivered to the Department of Law in

connection with the filing of this Plan contain additional backup documents which are available to prospective purchasers and their attorneys for inspection without charge, and for copying at a reasonable charge, at the Building's sales office, when open, at the office of the Selling Agent during regular business hours. The Exhibits will also be available for inspection and for copying at a reasonable charge at the Department of Law during regular business hours.

Basic Aspects of Condominium Ownership

A condominium is established by filing a declaration of covenants and restrictions (the "Declaration") in accordance with the requirements of the Condominium Act. The Declaration legally divides a property into condominium units, common elements and limited common elements. Generally, a unit consists of the space contained within an area bounded by the inside face of the walls, concrete floors and ceilings as shown on the floor plans attached to and filed with the Declaration, and includes the fixtures, equipment and appliances contained therein, if any. The land, the air rights and other portions of the Building including all Building fixtures, equipment and other apparatus contained therein are known as the "Common Elements" and are collectively owned by the Unit Owners in proportion to the percentage of "Common Interest" allocated to their respective units. Certain of the common elements are for the exclusive use of particular units and are called "Limited Common Elements." See Schedule A below for the percentage of Common Interest allocated to each Unit under this Plan as well as the section entitled "Description of Property and Improvements" for a description of the Units, Common Elements and Limited Common Elements.

Under this Plan, each Unit Owner will have the same rights, obligations and benefits generally enjoyed by condominium unit owners. These rights, obligations and benefits include the following:

(i) Each Unit Owner will own his Unit outright and, together with all other Unit Owners, an undivided interest in the General Common Elements;

(ii) Each Unit Owner will have the exclusive right to use his Unit (as well as the Unit's Limited Common Elements, if any). Each Unit Owner will share with all other Unit Owners the use, benefit, and/or enjoyment of the General Common Elements. Each Residential Unit Owner will share with all other Residential Unit Owners the use, benefit, and/or enjoyment of the Residential Common Elements. Each Office Unit Owner will share with all other Unit Owners the use, benefit, and/or enjoyment of the Office Common Elements. Each Retail Unit Owner will share with all other Retail Unit Owners (if any) the use, benefit, and/or enjoyment of the Retail Common Elements.

(iii) The Condominium will raise monies to operate the Property by assessing "Common Charges" to each of its Unit Owners. The Common Charges will be based on the projected expenses for operating the Property (the "Common Expenses") less any outside income (income from other than Unit Owners), which the Condominium may

receive. In general, each Unit Owner will be required to pay monthly his pro-rata share of the Common Charges.

(iv) The proportionate share of Common Charges payable by each Unit Owner will be based upon usage and the application of Percentages of Common Interest. As set forth in the Master Budget, the Units shall bear a percentage of the Master costs for the payroll, electricity for the Public Park, repairs and maintenance, management, insurance, legal, audit and other charges based upon Percentages of Common Interests and shall pay for the costs of gas (heat and hot water), electricity, water and sewer and service contracts (except for window washing costs) based upon estimated usage. Other costs (such as the gas for cooking, Resident Superintendent's Unit charges and contributions to the Residential Reserve Fund) shall not be borne at all by the Non-Residential Unit Owners, because such utilities and/or services are not used by, or do not apply to, the Non-Residential Unit(s).

(v) Due to the mixed use of the Building, Schedule B of this Plan shall include a (i) general budget ("Master Budget") which shall affect all of the Units in the Building; (ii) a residential budget ("Residential Budget") for the projected expenses for operating the Residential Section; and (iii) an office budget ("Office Budget") for the projected expenses for operating the Office Section. All of the Condominium's projected first year's budgets are set forth as part of Schedule B below. Schedule A below sets forth the projected first year's Common Charges for each Unit.

(vi) Each Residential Unit may be used for residential purposes and, subject to compliance with the Declaration, the Master By-Laws, the Master Rules and Regulations, the Residential By-Laws and the Residential Rules and Regulations, for a lawful home occupation or professional office or for any other lawful purpose, provided such use is in compliance with applicable zoning and other governmental regulations, does not violate the then existing Certificate of Occupancy covering such Residential Unit, and the prior written consent of the Sponsor, its designee or the Residential Board is first given. The Office Units, Retail Unit and Parking Unit may be used for certain lawful purposes as further described in the sections entitled "Office Units," "Parking Unit," "Retail Unit" and "Rights and Obligations of Unit Owners."

(vii) Each Residential Unit Owner will have the right to vote annually for the election of the Residential Board. Each Office Unit Owner will have the right to vote annually for the election of the Office Board. Each Retail Unit Owner will have the right to vote annually for the election of the Retail Board. These Section Boards shall designate master board members ("Master Board Members") to the Master Board. The Master Board will conduct the affairs of the Condominium, including supervision of, and making determinations involving the operation of, the Property as a whole. The day-to-day management of the Property may be delegated by the Boards to a managing agent.

(viii) Each Unit will be separately assessed in connection with paying New York City Real Property Taxes. The Unit Owner will pay any resulting taxes on his Unit directly to the City of New York and same are not included in the Common Charges. Schedule A sets forth the estimated first year's real property taxes for each Unit. See the section entitled "Footnotes to Schedule A" as well as the section entitled "Income Taxes – Deductions for Unit Owners and Tax Status of the Condominium" for a further discussion. No Unit Owner will be liable for the payment of real property taxes levied against any neighbor's Unit.

(ix) Each Unit Owner will be responsible for the cost of interior repairs in, and the maintenance and decoration of, his Unit, including the equipment, fixtures and appliances contained therein. Each Unit Owner shall also be responsible for the cost of electricity supplied to his Unit, which is separately metered, and the cost of any insurance coverage he or she may desire to obtain for (a) his or her furniture, belongings, equipment or other personal property, and (b) for liability to others for personal injury or property damage as a result of occurrences in the Unit. The costs of the foregoing are not included in the Common Charges.

(x) Each Unit Owner will acquire his or her Unit free and clear of any blanket liens or mortgages covering the Property, and will be able to freely borrow against and mortgage the Unit, subject to certain filing requirements under the Declaration, but without any required consent from the applicable Boards of Managers. Each Unit is a separate entity and will not be subject to the lien of any mortgages placed by other Unit Owners on their respective Units. See the section entitled "Rights and Obligations of Unit Owners" for a full discussion.

(xi) Generally, each Unit Owner may sell or lease his Unit to anyone, without restriction, subject only to (i) the right of first refusal in favor of the Residential Board, the Office Board or the Master Board (or a third party produced by said Boards) on the same terms and conditions accepted by a prospective buyer or tenant and (ii) any restrictions on advertising or resale, as provided for in this Plan. See the section entitled "Rights and Obligations of Unit Owners" for a full discussion. Such restrictions are not applicable to any Unsold Units, which may be sold or leased without being offered to the Boards.

(xii) In the opinion of Miller & Miller LLP, Sponsor's special counsel, each Residential Unit Owner who is a natural person and who uses his Unit as his primary residence will, under present income tax laws and provided that such individual itemizes his or her deductions, be able to deduct from his or her income for Federal, New York State and New York City personal income tax purposes any mortgage interest and real estate taxes which he pays on his Unit. This opinion is set forth in Part I of the Plan. See the sections entitled "Income Taxes – Deductions for Unit Owners and Tax Status of the Condominium" and "Opinion of Counsel" for a full discussion; and

(xiii) Each Unit Owner is obligated to comply with the Declaration, the Condominium's By-Laws ("Master By-Laws"), the Condominium's Rules and Regulations (the "Master Rules and Regulations") and any other requirements of the Master Board. In addition, each Residential Unit Owner is obligated to comply with the Residential By-Laws, Residential Rules and Regulations and any requirements of the Residential Board. Each Office Unit Owner is obligated to comply with the Office By-Laws, Office Rules and Regulations and any requirements of the Office Board. Each Retail Unit Owner is also obligated to comply with any requirements of the Retail Board.

Limitations on Who May Purchase Units

The Units are offered to individuals eighteen (18) years of age or over as well as to corporations, partnerships, trusts, estates, limited liability companies and other business entities eligible to own real estate in the State of New York. Notwithstanding the foregoing, the Sponsor is not obligated to offer or to sell any particular Unit and may, if it chooses, withhold one or more Units for future sale or rental. No binding obligation to sell a particular Unit shall arise under this Plan until a fully executed Purchase Agreement has been exchanged between Sponsor and the prospective purchaser. Sponsor has the right to reject any prospective purchaser without cause or explanation provided such rejection is not based on sex, race, creed, color, national origin, marital status or ancestry or other grounds prohibited by law.

Copy of the Plan

To accommodate prospective Purchasers who may desire to purchase a Unit, but are not ready to execute a Purchase Agreement, a prospective Purchaser may request a copy of the Plan from the Selling Agent on site. Any such prospective Purchaser shall deliver a check to the Selling Agent, made payable to Sponsor's escrow account in the amount of $200. The deposit is to insure that if the prospective Purchaser elects not to purchase a Unit in the Condominium, then the Purchaser will return to the Selling Agent, the copy of the Plan in good condition. If, within thirty (30) days of accepting the deposit, the prospective Purchaser enters into a Purchase Agreement and returns the Plan, in good condition, the deposit will be refunded in the form of a credit at closing. Any such deposit will be treated as non-interest bearing trust funds pursuant to applicable law until the expiration of the thirty (30) day period. If after the expiration of the thirty (30) day period, the Plan is not returned in good condition or Purchaser has not entered into a Purchase Agreement, then the deposit will be released to the Sponsor to keep.

THIS OFFERING PLAN CONSTITUTES THE SPONSOR'S ENTIRE OFFER TO SELL THESE CONDOMINIUM UNITS. THE GENERAL BUSINESS LAW OF NEW YORK REQUIRES THE SPONSOR TO DISCLOSE ALL MATERIAL MATTERS CONCERNING THE CONDOMINIUM UNITS IN THIS PLAN AND TO FILE THIS PLAN WITH THE NEW YORK STATE DEPARTMENT OF LAW PRIOR TO SELLING

OR OFFERING TO SELL ANY OF THE CONDOMINIUM UNITS. FILING DOES NOT MEAN THAT THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENT AGENCY HAS REVIEWED OR APPROVED THIS OFFERING PLAN.

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

DEFINITIONS

Architect's Report

A detailed report describing the Property, and the newly constructed Building prepared by Architects. The Architect's Report is set forth as Exhibit E in Part II of the Plan.

Building

The structure to be built on the Property containing the Units which will be known as "Flushing Commons."

Building Plans

The plans for the Building filed with the New York City Department of Buildings, as same may be amended from time to time. At the First Residential Unit Closing, a set of as-built plans will be delivered to the Condominium.

Non-Residential Units

The Parking, Retail and Office Units may collectively be referred to as Non-Residential Units.

Common Charges

The charges assessed by the appropriate Board to pay Common Expenses. The Residential Unit Owners shall pay Residential Common Charges to pay for Residential Common Expenses. The Office Unit Owners shall pay Office Common Charges to pay for Office Common Expenses. All Units shall pay Master Common Charges to pay for the Building-wide General Common Expenses.

Common Interest

The undivided Ownership interest in the Common Elements and Limited Common Elements allocated to all Units on a percentage basis. The aggregate percentage of Common Interest for all Units equals one hundred (100%) percent.

Condominium

The Condominium is not a separate legal entity. The term refers to the collective association of all the Unit Owners established under the Declaration, acting through the Master Board.

Condominium Documents

The Declaration and the exhibits annexed thereto, including the Unit Owner's Powers of Attorney and the Master By-Laws, Residential By-Laws and Office By-Laws. The forms of the Power of Attorney and the By-Laws are set forth in Part II of the Plan.

Declaration

The instrument by which the Property is submitted to the provisions of the Condominium Act. The form of the Declaration is set forth in Part II of the Plan.

Effective Date

The date upon which the Sponsor notifies, in writing, all Purchasers that it has received a sufficient number of Purchase Agreements permitting or obligating Sponsor to proceed with the conversion, subject to certain limited rights to abandon this Plan.

First Office Unit Closing

The first date upon which title to an Office Unit in the Building is conveyed to a Purchaser under this Plan.

First Residential Unit Closing

The first date upon which title to a Residential Unit in the Building is conveyed to a Purchaser under this Plan.

Force Majeure

Any cause over which Sponsor or another individual has no control, including, without limitation, weather, strikes, lockouts, acts of God, shortages of, or inability to obtain, materials, equipment or labor, governmental restrictions or preemption, any changes in policies and actual compliance with law by the appropriate agencies, damage by fire or the elements.

General Common Elements

All areas of the Property and all equipment and facilities contained therein other than the Units, the Residential Common Elements, the Residential Limited Common Elements, the Office Common Elements and the Retail Common Elements.

General Common Expenses

The cost and expenses of operating the Property and maintaining the General Common Elements, which are payable collectively by all of the Unit Owners. Certain expenses that relate solely to a specific Section of the Building will be paid solely by that Section. See Schedule B and the Notes to Schedule B.

Control Period

There is no limit on the length of time that Sponsor may control the Master Board, Residential Board, Office Board, and if applicable, the Retail Board of the Condominium. The Sponsor has the right to appoint a majority of the members of the Boards (and therefore control such Boards) for a period ending on the date that Sponsor no longer owns a Unit in the Condominium (the "Control Period").

Law

Laws and ordinances of any or all of the federal, state, city, town, county, borough and village governments and rules, regulations, orders and directives of any and all departments, subdivisions, bureaus, agencies or offices thereof, and of any other governmental, public or quasi-public authorities having jurisdiction over the Building and/or the Condominium, and the direction of any public officer pursuant to law, whether now or hereafter in force.

Limited Common Elements

Any area of the Building that is for the exclusive use of a particular Unit to the exclusion of all other Units. As of the presentation of this Plan, the only Limited Common Elements of the Condominium are the terraces appurtenant to Residential Units which are referred to as "Residential Limited Common Elements."

In the event that the Retail Unit (or Parking Unit) is subdivided, the Limited Common Elements shall include those portions of the Building, if any, available for the exclusive use of some but not all of the Retail Units or Parking Units, respectively. The cost of maintaining and operating these Limited Common Elements shall be borne by the respective Unit Owner(s) having exclusive access

thereto or utilizing or benefiting from the same.

Managing Agent

At the closing, the separate Boards will enter into agreements with First Service Residential New York, Inc. with offices located at 622 Third Avenue, New York, New York 10017 for the management of the General Condominium, Residential Section and Office Section for an initial one (1) year period. The agent's duties shall include the following: operating the Property; rendering monthly statements of receipts, expenses and charges; supervising repairs, alterations and decorations of common areas; supervising and discharging all labor and employees for the operation and maintenance of the Premises.

Master Board

The governing body of the Condominium designated by the Section Boards.

Office Board

The governing body of the Office Section elected by the Office Unit Owners.

Office Common Elements

The cost and expenses of operating the Office Section and maintaining the Office Common Elements, which are payable collectively by the Office Unit Owners. See Schedule B and the Notes to Schedule B.

Office Common Expenses

The cost and expenses of operating the Office Section and maintaining the Office Common Elements, which are payable collectively by all of the Office Unit Owners. See Schedule B and the Notes to Schedule B.

Purchase Agreement

The written agreement to purchase a particular Unit. The form of Purchase Agreement for a Residential Unit is set forth as Exhibit A-1 in Part II of the Plan. The form of Purchase Agreement for an Office Unit is set forth as Exhibit A-2 in Part II of the Plan.

Purchaser

A person or entity that has entered into a fully executed Purchase Agreement for a particular Unit.

Residential Board

The governing body of the Residential Section elected by the Residential Unit Owners.

Residential Common Elements

All areas of the Residential Section and all equipment and facilities contained therein other than the Residential Units and the Residential Limited Common Elements.

Residential Common Expenses

The cost and expenses of operating the Residential Section and maintaining the Residential Common Elements, which are payable collectively by the Residential Unit Owners. See Schedule B and the Notes to Schedule B.

Retail Board

The governing body of the Retail Section elected by the Retail Unit Owners. Notwithstanding the foregoing, for so long as there is only one Retail Unit Owner, there shall be no Retail Board. If the Retail Unit Owner chooses to subdivide the Retail Unit, the Retail Unit Owner will amend the Master By-Laws to create a Retail Board and shall create separate Retail Rules and Regulations, subject to the approval of the Master Board.

Retail Common Elements

All areas of the Retail Section and all equipment and facilities contained therein other than the Retail Unit(s).

Retail Common Expenses

The cost and expenses of operating the Retail Unit (or Retail Units, upon subdivision of the Retail Unit) and maintaining the Retail Common Elements, which are payable by the Retail Unit Owner(s). See Schedule B and the Notes to Schedule B.

Section Board

The governing body of each Section of the Condominium designated by the Unit Owners in said Section.

Sponsor

Flushing Commons Property Owner, LLC.

Selling Agent

Fultonex Realty LLC or such other agent as Sponsor may elect to retain.

Units

The Residential Units and the Non-Residential Units of the Building, including all the fixtures, equipment and appliances contained wholly therein, as more particularly described in the section below entitled "Description of Property and Improvements."

Unit Deed

The instrument by which title to a Unit is transferred to a Unit Owner. The form of Unit Deed is set forth as Exhibit D in Part II of the Plan.

Unit Owners

Collectively the respective Owners of the Units.

Unsold Units

The Units owned by Sponsor or its designee.

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The following is a general description of the Property, including the Land, Building, Units, Common Elements and Limited Common Elements. Reference should be made to the Architect's Report (Exhibit E in Part II of the Plan) and to the section entitled "Changes in Prices or Units" contained in the Offering Plan for a more detailed description.

The Land

The Property on which the Building will be constructed includes an approximate 2.7 acre parcel in Flushing, New York, which is located between 37th Ave to the North and 39th Ave to the South, and between Union Street to the East and 138th Street to the West. The Property is located in a C4-4 Zoning District, which permits residential, community, hotel, retail, office and commercial uses. The total size of the Building is approximately 747,211 gross square feet with approximately 193,175 Residential gross square feet and 554,036 Non-Residential gross square feet. See the section below entitled "Location and Area Information" for a further discussion. The Property and proposed uses will comply with all zoning and use requirements at closing.

Construction Schedule

Under the present construction schedule, the anticipated substantial completion dates are as follows: (i) the Parking Unit - approximately April 2016, (ii) the Office Tower - approximately December 2016 and (iii) the Residential Tower - approximately January 2017, unless delayed by Force Majeure including any actions of Unit Owners or the Boards of the Condominium. Prospective Purchasers are advised, however, that the Units may be completed at different times, including a period that may extend beyond the projected completion date and Sponsor will have no liability to any Purchaser, nor will a Purchaser be entitled to a credit, offset or reduction in the purchase price for a Unit or otherwise be relieved from any obligations under the Purchase Agreement due to such delay. Notwithstanding the foregoing, if the actual or anticipated date of the first year of Residential condominium operation is to be delayed for more than six months, Sponsor will amend the Plan to include a revised Residential Budget with current projections and if Residential Common Charges exceed those in the latest projected budget by more than twenty-five (25%) percent, then Sponsor will offer all Residential Purchasers a right of rescission for a period of fifteen (15) days after the presentation of the amendment containing such revised Residential Budget. Any Residential Purchasers exercising their right of rescission will have their deposit refunded, with any interest accrued thereon. See the section entitled "Identity of Parties" for Information concerning the construction professionals.

The Building

Sponsor intends to construct the Property in several phases. Phase I, which is the subject of this Offering Plan, shall include the construction of a Residential tower ("the Residential Tower")

with an address of 138-35 39th Avenue and an Office tower ("Office Tower") with an address of 38-18 Union Street, both built upon a Base.

After Phase I construction, the Building will consist of (i) 148 Residential Units located on 14 residential floors of the Residential Tower (one of which shall be used as the Resident Superintendent's Unit and shall not be offered for sale); (ii) one Parking Unit made up of four levels of subgrade parking; (iii) one Retail Unit; (iv) 75 Office Units (60 of which are located in the ten floors of the Office Tower and 15 of which are located on the third floor of the Base); and (v) 35 Storage Bins located in the Residential Tower.

The first floor plaza level of the Building shall include a portion of the Retail Unit, back of house services, a loading/receiving area, a refuse collection/removal area and lobby entrances for the Residential Units and Office Units. An additional portion of the Retail Unit shall be located on the second floor of the Building. The third floor of the Building will include fifteen (15) Office Units. The fourth floor of the Residential Tower will include Residential Units, a Community Room, a Storage Area with 35 Storage Bins and a Residential Roof Terrace (as such terms are hereinafter defined). The fifth through seventeenth floors of the Residential Tower will include Residential Units. The fourth through thirteenth floors of the Office Tower will include sixty (60) Office Units.

The Residential Tower will include a community center ("Community Room") on the fourth floor, which shall be approximately 2,000 square feet in size and shall include a fitness room with exercise equipment ("Gym"), lounge furniture, dining area and pantry. In addition, there shall be a separate storage area ("Storage Area") on the fourth floor which shall include thirty-five (35) double tier Storage Bins. Sponsor is offering Purchasers of Residential Units the opportunity to purchase Storage Bin Licenses for the exclusive use of a Storage Bin, pursuant to the terms of the Storage Bin License Agreement, for so long as said Purchaser owns a Residential Unit in the Building. A copy of the Storage Bin License Agreement is found in Part II of this Plan.

The Residential Tower will also include an open air rooftop outdoor landscaped area ("Residential Roof Terrace") on the fourth floor roof adjacent to and accessed by an interior corridor and from the Community Room. The Residential Roof Terrace shall have a shade structure for events, lounge furniture and seating areas. Wood decking and stone pavers on pedestals will be used in the Residential Roof Terrace. Certain sections of the Residential Roof Terrace shall be apportioned as (i) a children's play area and (ii) a dog grooming area. Notwithstanding the foregoing, nothing contained herein is intended to guaranty that specific equipment shall be provided for such uses.

The Residential Roof Terrace and Community Room shall be considered Residential Common Elements and shall be used solely by Residential Unit Owners. The Residential Roof Terrace and Community Room shall be managed by an outside vendor and the operating expenses will be borne by the Residential Unit Owners as part of the Residential Common

Expenses. The Building will also include a Residential Bicycle Storage Room and Residential Staff lockers and bathrooms located on the first floor of the Base, which shall all be considered Residential Common Elements.

The Parking Unit in the cellar and sub-cellar levels of the Base shall include public, Residential and Non-Residential parking. Parking will be managed by a separate vendor. Unit Owners will contract directly with the vendor for parking on a daily, weekly, monthly or other long term basis.

There will be an open Public Park on the west and north side of the Building, which shall be considered a General Common Element of the Condominium. In the event Phase II is built, said Public Park shall be combined with additional park space to create a larger Open Space.

The Residential Units will be of varying sizes, and subject to the Sponsor's right to change the size and/or layout of any Unit. Residential Units will include the installation of new kitchen appliances, cabinets, bathroom equipment and finished floors. See the Architect's Report attached hereto as Exhibit E of Part II of the Plan for a description of the appliances, equipment and fixtures included within the Residential Units. The Building and the Residential Units will be constructed in accordance with all applicable zoning and building laws, regulations, codes and requirements of all governmental entities having jurisdiction, including, without limitation, the New York City Building Code and the Zoning Resolution.

The Retail Unit and each Office Unit will be delivered as a "White Box" finished with drywall only and with capped utility connections. Said Units will be delivered without electrical wiring, plumbing and lighting fixtures, finished walls and floors, interior partitions, sprinkler system or toilet facilities within the Unit. The Purchasers of Office Units and Retail Units shall be responsible for any fit-out, construction or alterations which might be required in order to comply with all applicable zoning and building laws, regulations, codes and requirements for the particular use of the said Office or Retail Unit. See the Architect's Report attached hereto as Exhibit E of Part II of the Plan for a detailed description of the Building's condition.

The Units

Detailed descriptions of the Units are set forth in the Declaration of Condominium attached hereto as Exhibit F of Part II of the Plan as well as in the Architect's Report (Exhibit E of Part II of the Plan).

Residential Unit Measurements

The Residential Units shall include 1-bedrooms, 2-bedrooms, 3-bedrooms and 4-bedroom units. Schedule A sets forth the approximate (with reasonable tolerances) gross and net square footages of the Residential Units.

The approximate net square footage of a Residential Unit is obtained by horizontally measuring the floor area of the Unit from the exterior side of the exterior Building walls or the exterior point of the party wall on the Land (whichever is greater), from the midpoint of the interior demising partitions separating the Unit from another Unit, from the midpoint of the Common Element of interior walls, partitions and continuous structural elements separating the Unit from stairs or other mechanical equipment spaces or any other Common Elements. Columns, mechanical pipes, shafts and chases, are not deducted from the net floor area measurements. Notwithstanding the foregoing, any Common Elements located within or appurtenant to any Residential Unit shall not be considered as part of that Unit.

Every Residential Unit will consist to a volume measured vertically from the top of the concrete floor to the underside of the concrete or suspended ceiling except that any Common Elements located within any Unit shall not be considered as part of that Residential Unit.

The Residential Common Elements, including, but not limited to, the Residential Section's hallways, elevators, mechanical rooms, stairways, trash rooms and lobby will be allocated (based upon a square foot percentage basis) and added to the net square footage of the Residential Units to create the gross square footage of the Residential Units. Prospective Purchasers are advised that the gross square footage is not based upon the measurements from interior surfaces of interior walls, and the actual area comprising a Residential Unit is less than the area listed in Schedule A. All dimensions are approximate within reasonable construction tolerances and variances. Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the Offering Plan.

Outdoor floor areas of terraces appurtenant to a Residential Unit are not included in the Unit's interior floor areas.

Office Unit Measurements:

Schedule A sets forth the approximate (with reasonable tolerances) gross square footage of the Office Units. The approximate square footage of all Office Units is measured horizontally from the exterior surface of the exterior Building walls or the exterior point of the party wall on the Land (whichever is greater), from the midpoint of the interior demising partitions separating the Unit from another Unit, from the midpoint of the common element of interior walls, to the midpoint of partitions separating the Unit from stairs or other mechanical equipment spaces or any other Common Elements. Columns, mechanical pipes, shafts and chases, are not deducted for the purpose of these floor area measurements. In addition, the Office Common Elements, including, but not limited to, the Office Section's hallways, stairways, trash rooms, mechanical rooms, elevators, public toilet rooms and Office entrance lobby, have been allocated (based upon a square foot percentage basis) to the gross square footage of each Office Unit.

Every Office Unit will consist to a volume measured vertically from the top of the concrete floor to the underside of the concrete or suspended ceiling except that any Common Elements located within any Office Unit shall not be considered as part of that Office Unit.

Miscellaneous Measurements:

All dimensions are approximate and subject to normal construction variances and tolerances. Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the Offering Plan.

As is customary in New York City, these gross square footages exceed the useable floor area of each Unit.

In the event the Retail Unit is subdivided, the Retail Unit Common Elements will be allocated to each Retail Unit on a square foot percentage basis.

The Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the Offering Plan. All dimensions are approximate. The dimensions shown on the floor plans in Part II of the Plan are subject to construction variances within reasonable tolerances. Plans and dimensions may also contain minor variations from floor to floor. As is customary in New York City, these square foot areas exceed the useable floor area of each Unit. See the sections entitled "Schedule A," "Description of Property and Improvements," and the Declaration of Condominium for further details.

Unit Plans depicting layouts of Units appear in Part II of the Plan ("Floor Plans"). Purchasers are advised that Floor Plans contained in Part II of the Plan depict the marketing floor designations of each Unit and not the construction floor designations of each Unit. Purchasers should note that the square footage of each Unit, as reflected in Schedule A and the Floor Plans set forth in Part II of the Plan, is approximate within reasonable tolerances and may change due to field conditions and construction variances and tolerances. Because dimensions listed are based on measurements from exterior walls in some cases, they do not accurately represent the interior space in the Unit and may significantly exceed the actual floor area. Floor area may include columns, mechanical pipes, shafts, shaftways, chases, chaseways and conduits which may be incorporated behind protruding walls or may be separately enclosed as freestanding columns thereby reducing the available floor area.

Except where specified otherwise, all references in the Plan and in marketing materials to "floors" are references to their "marketing" designation and not the designation given to the floors on the plans submitted to the New York City Department of Buildings.

Ceiling heights in the Residential Units may range from 7'-6" to 8'-5" feet, varying from floor to floor. Ceiling heights at bathrooms and halls in the Residential Units are typically at 7'-6" feet but may vary from floor to floor due to normal construction variances. Ceiling heights in

the public corridors will be approximately 8'-0" – 8'-3". At beam drops and/or where there are concealed mechanical pipes or ducts or dropped ceilings, ceiling heights may be lower than the above stated heights and may also vary slightly from room to room.

The proposed size, layout and approximate dimensions of typical Units are depicted on the floor plans set forth in Exhibit E in Part II of the Plan.

The Common Elements

General Common Elements Generally, the General Common Elements consist of all Common Elements other than the Office Common Elements, Retail Common Elements, Residential Common Elements and Residential Limited Common Elements, (all of which are referred to herein collectively as the "Non-General Common Elements") which are necessary or convenient for the existence, maintenance, operation or safety of the Property, including, but not limited to, the following:

(a) the land ("Land");

(b) the roof of the Residential Tower, including the concrete slab on the top of the 17th floor (the "17th floor Slab") and the pavers atop said 17th floor Slab;

(c) the roof of the Office Tower, including the concrete slab on the top of the 13th floor (the "13th floor Slab") and the pavers atop said 13th floor Slab;

(d) the concrete slab located above Parking Level P-1 (the "Parking Roof Slab");

(e) the concrete slab located above the third floor of the Base and underneath the fourth floors of the Residential Tower and the Office Tower (the "4th Floor Slab");

(f) all exterior walls of the Building below the 4th Floor Slab;

(g) all foundations, footings, columns, beams, supports, girders, fire stairs, fire rated partitions between Units and or common spaces, structural bearing partitions, floor slabs, ceilings, to the extent that the same are not expressly provided in the Declaration to be included as a part of a Unit or a Section's Common Elements;

(h) all common electrical rooms, mechanical rooms, storage space, compactor and service rooms, HVAC and plumbing shafts, that are shared by all Units in the Building, and all other parts of the Building and apparatus, installation systems, equipment and facilities therein (including pipes,

wires, ducts, vents, cables, conduits, antennae) which serve, benefit, are necessary or convenient for the existence, maintenance or safety of the entire Building, to the extent that the same are not expressly provided in the Declaration of Condominium to be included as a part of a Non-General Common Element Space or a Unit;

(i) the Base's common hallways, corridors, vestibules, stairways (except internal stairways), mechanical and electrical equipment spaces, spaces devoted to the use of persons employed in connection with the operation of the Property and entrances to, and exits from, the Building, to the extent that the same are not expressly provided in the Declaration of Condominium to be included as a part of a Non-General Common Element Space or a Unit;

(j) all central and appurtenant installations for services such as power, light, telephone, intercom, gas, sewer, plumbing, drainage, hot and cold water distribution, heat, ventilation, and other mechanical and electrical systems, to the extent that the same are not expressly provided in the Declaration of Condominium to be included as a part of a Unit or as a part of a Non-General Common Element Space (hereinafter collectively referred to as the "Equipment");

(k) a landscaped outdoor Public Park off of 39th Avenue adjacent to the west and north side of the Building;

(l) every roof of the Condominium, except for the area known as the Residential Roof Terrace;

(m) the emergency generator, fire water reserve tank and fuel tank; and

(n) all structural or exterior parts of the other parts of the Property, and all apparatus and installations existing in the Building or on the Property, either for the common use of the Units or the Unit Owners or necessary for, or convenient to, the existence, maintenance, or safety of the Property and not expressly provided in the Declaration of Condominium, to be included as a part of a Unit or a Non-General Common Element Space.

The Office Common Elements

Without intention to limit the generality of the foregoing in any respect, the Office Common Elements shall include those portions of the Building, available for the exclusive use of the Office Unit Owners such as, the Office street level entrance, the Office lobby area, the Office elevators, pits and elevator machine room, the stairs and corridors exclusively serving the Office Units, the Office management/site office, the dedicated enclosed roof top office air handler area,

Office toilet rooms, HVAC and plumbing shafts, electric/tele-data closets and any other systems exclusively servicing the Office Units. In addition, all of the area in the Office Tower that is located above the 4th Floor Slab and below the underside of the 13th Floor Slab, except to the extent any space on said floors is incorporated into any Office Unit (and except for any space otherwise designated as a General Common Element on the Floor Plans of Part II of this Plan) shall be considered an Office Common Element. Notwithstanding the foregoing, the 13th Floor Slab and roof of the Office Tower shall be considered General Common Elements.

The Retail Common Elements

Without intention to limit the generality of the foregoing in any respect, the Retail Common Elements shall include those portions of the Building, available for the exclusive use of the Retail Unit Owner(s) such as, Retail entrances, Retail lobby space, if any, the service freight elevators and machine room, corridors, stairs and electric/tele data closets exclusively serving the Retail Unit(s).

The Residential Common Elements

The Residential Common Elements shall consist of the areas shown on the Floor Plans as follows: the ground floor Residential lobby, the Residential elevators, the service elevator lobby at the P-1 Level, the Residential Management/Site Office, the mail room, the Residential bicycle storage room ("Bike Room"), Residential staff lockers and toilets located on the ground floor, the Community Room (including its restrooms and Gym), the Storage Area on the fourth floor, the Residential Roof Terrace and its outdoor landscaped garden and seating area, Residential mechanical supply and exhaust fans located on the roof, the trash chute which runs to the cellar; Residential mechanical and meter rooms, the area of concrete pads in the Office Tower's mechanical room which support the Residential pump equipment and the Resident Superintendent's Unit. In addition, all of the area in the Residential Tower that is located above the 4th Floor Slab and below the underside of the 17th Floor Slab, except to the extent any space on said floors is incorporated into any Residential Unit, Residential Limited Common Element (and except for any space otherwise designated as a General Common Element on the Floor Plans included in Part II of this Plan) shall be considered a Residential Common Element. Notwithstanding the foregoing, the 17th Floor Slab and roof of the Residential Tower shall be considered General Common Elements.

The Residential Common Elements shall also include the following items in the Building: (i) all elevators, elevator component parts, elevator shafts and pits, and machine rooms and equipment exclusively serving or benefiting the Residential Section; (ii) all installations which serve only the Residential Section for services such as heat, power, light, telephone, television, gas, hot and cold water and air conditioning (including all pipes, ducts, valves, wires, cables, chutes and conduits used in connection therewith); (iii) light fixtures, wiring, risers and feeders to Residential Units, and electrical panels servicing Residential Units, Residential Common Elements and Residential Limited Common Elements; (iv) portions of the intercom system

exclusively servicing the Residential Units, including but not limited to wiring and risers; (v) any electrical closets, HVAC and plumbing shafts exclusively serving the Residential Units and (xi) all other Facilities in the Building that exclusively serve or benefit the Residential Section.

The Limited Common Elements

The Limited Common Elements consist of all portions of the Land and the Building (other than the Units, Residential Common Elements, Office Common Elements, Retail Common Elements and General Common Elements), as well as all Facilities therein, that service, benefit, or enclose a Residential Unit to the exclusion of all other Units.

Without intention to limit the generality of the foregoing in any respect, the Residential Limited Common Elements include the private terraces. At the date of presentation of this Plan, no other Limited Common Elements exist in the Building. In the event that the Retail Unit (or Parking Unit) is subdivided, the Limited Common Elements shall include those portions of the Building, if any, available for the exclusive use of some but not all of the Retail Units or Parking Units, respectively. The cost of maintaining and operating these Limited Common Elements shall be borne by the respective Unit Owner(s) having exclusive access thereto or utilizing or benefiting from the same.

Services and Facilities

Building Personnel

The Building will be maintained, operated and staffed in a manner to be determined by the appropriate Board. Each Section Board shall have the right to determine the building staff for its Section. The Master Board shall have the right to determine the building staff for the General Common Elements of the Building. Notwithstanding the foregoing, Union staff must be used once 40% of the Units of the entire property are sold.

The building staff for the Master Condominium will include one (1) chief engineer, one (1) handyman and one (1) Loading Dock Attendant and two (2) security guards. All of the foregoing will be full time employees. The chief engineer will not reside in the building. The building will be staffed 24/7 and will provide the required janitorial services as required by law.

The building staff for the Residential Section will include one (1) Resident Superintendent, one (1) handyman and two (2) porters. In addition to the staff, there will be a service contract with a third party labor vendor who will provide the staffing for the front desk attendant. The front desk will be staffed 24 hours per day, seven days per week. The third party vendor will be required to comply with Schedule 230 for prevailing wages and benefits. The Resident Superintendent and porters will be full time employees. The full Building staff will not be fully staffed until the closings of Units representing 50% of the Common Interest of the Residential Units. Sponsor may never be required to employ a full staff if Sponsor or its

designee retains more than 50% of the Common Interest appurtenant to the Residential Units. Notwithstanding the above, beginning at the time of the First Residential Unit Closing, the Condominium will employ enough staff members to ensure a constant presence at the Building. While Sponsor controls the Residential Board, and before the Residential Tower is substantially occupied (but in any event not more than one year after the First Residential Unit Closing), the Residential Section staff must be consistent with the disclosure in Schedule B, except to the extent that such level of staffing is not needed to adequately service the Residential Section.

The Office Section Budget provides for a service contract with a third party labor vendor who will provide staffing for the front desk attendant, one (1) full time Office superintendent and three (3) full time porters. The front desk will be staffed 24 hours per day, seven days per week.

The services and facilities enumerated below shall be in effect at the time of the First Residential Unit Closing.

Heating

Separate water heaters will be provided to meet the domestic water system demand as described in the Architect's Report. There will be three (3) condensing gas fired boilers located in the common mechanical room above the 13th floor of the Office Tower.

The hot water for space heating is being produced by the hot water boilers and is injected in the condenser water loop for use by the heat pumps. Space heating shall be achieved by using the heat pump units and the electric resistance heating coils for the areas where the capacity of the heat pump units is not adequate. In-floor radiant heating mats will be provided in all bathrooms on the 17th floor of the Residential Tower and in the bathrooms adjacent to the exterior walls in Units A, C and H on the 16th floor of the Residential Tower.

Natural gas will be used for boilers and roof top air handling unit and #2 diesel oil for an emergency generator. A 600 gallon, double wall fuel tank of steel construction will be located on Parking level P-4.

Electricity

The electrical utility provider will be the Consolidated Edison Company of New York (Con Edison). The electrical service is to be connected to a new (4) 460/265V transformer vaults (2500kVA each transformer) at 39th Avenue. The electrical service will enter the Building at the main electrical service room via Con Edison network compartments. The electrical service is to be provided with meters belonging to the utility provider. There will be one (1) meter for the Residential Section and one (1) meter for the Office Section, Retail Section and Parking Section. Con Edison will maintain all utility meters. Sub-metering will be provided to all Residential Unit

Owners and commercial tenants. Maintenance of these devices and any separation of billing will be the responsibility of the Building management.

Each Unit Owner will pay the cost of electricity consumed in his Unit directly to the utility company and same is not included in the Common Charges. See Schedule B-1 for a projection of electrical costs.

The main electrical service is located at P1-level of the Parking Unit. The service is from Con Edison at 460/265 Volts, 3 Phase 4 Wire. The Building has 3 take offs at 4,000 Amp each and protected with 4,000 Amp fuses. The electrical services serve a distribution switchboard serving the Residential Section, Office Section and Retail Section. The switchgear and the other main electrical equipment are located at level P1. The switchgear include meters to serve all areas of the Building. The electrical service is sized and has the capacity to serve all the loads in the Building. Each Residential Unit has a 100Amp, 208 Volt 1 phase panel with 30 pole circuit breakers. The panel is sized to accommodate all equipment in each Residential Unit. Concrete vaults housing the Consolidated Edison electrical transformers servicing the Retail Section, Office Section and Residential Section will be located below the sidewalk on 39th Avenue, west of the Parking Unit entrance ramp.

Gas

Natural gas service is to be regulated for distribution in the Building at the gas meter room. The gas service for the Residential Section and Office Section is to be provided with master meters belonging to the utility provider, and the gas service will be metered collectively. The Building will be provided with natural gas service for boilers, cooking ranges and boiler pilots. Common metering will be provided by the utility company for heating and cooking elements.

The cost of the gas service (for cooking) is included in the Common Charges, the cost of which will be born solely by the Residential Unit Owners. The Retail Section will be separately metered for gas service, and the Owner of the Retail Unit will pay directly to the utility company for gas consumed in the Owner's Unit. See Architect's Report attached hereto as Exhibit E of Part II of the Plan for additional details.

Water and Sewer Service

The charges for water and sewer services provided to the Residential Units and the Common Elements will be levied on the basis of a Master City Meter and borne collectively by the Residential Unit Owners in proportion to their percentage of the Common Interest.

Water and Sewer service will be provided by the City of New York. Domestic water is to be master-metered at the point of entry and will be levied on the basis of metered usage and the cost of the same will be borne by the Residential Unit Owners as a Residential Common

Expense. Sub-meters are to be installed on the Building cooling tower water make-up line and the Building boiler water make-up line.

Sewerage rates are to be based on the collectively metered domestic water consumption.

The domestic water pumps are to be installed in the water service room at the P-1 (cellar) level. The tank is to be installed at the mechanical penthouse. Hot water is to be provided from a central plant consisting of (3) 1350 MBH gas-fired water heaters located at the mechanical penthouse. Domestic hot water circulation pumps and piping will be used to maintain the system water temperature. One additional 120,000 BTU/h gas-fired water heater, with a 60 gallon storage capacity, and hot water recirculation pump, will be provided at the mechanical penthouse in order to serve the commercial tenant areas. Ten additional electric water heaters will be provided in order to supply bathrooms located at the lower levels and Common Elements with hot water.

There is to be a fire water reserve tank provided to supply water to the sprinkler system as required by the 2008 NYC Building Code for seismic category 'C' buildings. The tank is to be an atmospheric storage tank located between the P1 level and the ground floor of the Building.

Telephone, Intercom and Security Systems

The Building will initially be subject to a Bulk Services Agreement ("Verizon Agreement") with Verizon Services Corp. ("Verizon"). Pursuant to the Verizon Agreement, Verizon shall be the exclusive carrier for the Residential Units and Office Units.

The Verizon Agreement provides for residential services (i.e. telephone, internet and when available, multi-channel video services, etc.) for the Residential Units in the Building at a discounted price. The basic bulk charges will be a Residential Common Expense paid by all Residential Unit Owners as part of their Residential Common Charges. Residential Unit Owners may choose, for an additional charge, to upgrade products or services from Verizon.

The Verizon Charges are listed on Schedule A and shall be considered and treated as Residential Common Charges under the Declaration and By-Laws. The Residential Board's rights and remedies relating to the collection or recovery of the Verizon Charges shall be identical to the rights and remedies related to Residential Common Charges.

Office Unit Owners shall be responsible to make arrangements with Verizon for telephone, internet and related services. At or prior to the resale of a Unit, Unit Owners shall be responsible to return any Verizon equipment to the applicable Section Board of the Condominium.

The Building's security system shall feature IP video surveillance around the perimeter of the Building, the Parking Unit, the lobby and the elevators. Emergency call boxes shall be

specified in the Parking Unit. Access control will be specified to record and log people entering and exiting the Building. The elevators, front door and vehicle barrier gates are accessed controlled. Intercoms shall be required between the Residential front reception desk and all Residential Units.

Neither Sponsor, nor 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 gross negligence of Sponsor, the Managing Agent or their respective agents. No representation or warranty is made and no assurance is given that the security systems and procedures of the Condominium will prevent personal injury or damage to or loss of personal property.

Mail

Each Residential Unit Owner will have a locked mailbox located in a designated area adjacent to the entrance lobby on the first floor of the Building. Incoming mail will be delivered to the Building and inserted into the mailboxes by the U.S. Postal Service.

Refuse Disposal

The Residential Tower is provided with an automated waste/recycling system, as manufactured by Wilkinson Hi-Rise or equal, consisting of a centrally located vertical chute with a chute vestibule room at every floor. The refuse chute will terminate at a compactor/waste recycling collection unit located on the 1st floor Plaza level. Residential bagged waste/recycled items are manually transported to street curb for pick-up by the New York City Sanitation Department. Retail, Parking and Office waste shall be collected and transported to a compactor located in the loading receiving area for private pick-up by commercial sanitation contractors. The cost of the Office Section's refuse removal is included in the service contract section of the Office Budget.

Elevator Service

All of the elevators in the Residential, Office and Parking Sections are machine-room-less traction A.C. gearless machines. The elevators in the Retail Section will be dual roped hole-less hydraulic freight with a class C3 loading. Elevator cab doors are automatic sliding doors with vertical bi-parting on the retail freight cars. Elevator cabs and components will be furnished by KONE, Inc. A full protective maintenance warranty will be provided for a period of twelve (12) months from the date of final acceptance of the entire installation.

The Residential Section includes two (2) Residential passenger elevators (PE1 & PE2) and one (1) Residential service elevator (SE1) stopping at all Residential floors as well as the

first floor lobby. The Office Section includes four (4) Office passenger elevators (PE3, PE4, PE5 and PE6) that service all Office floors and first floor entrance lobby. The Parking Unit includes three (3) passenger elevators (PE7, PE8, PE9), stopping at all Parking levels (P1-P4) and the 1st floor level. Retail hydraulic freight elevators FE1 and FE2 shuttle between the P1 parking level, 1st floor level receiving/loading area and the second floor retail tenants.

The lifting capacity of the elevators are:

- Residential passenger elevators: 3,000 lbs.
- Residential service elevator: 3,000 lbs.
- Office passenger elevators: 3,500 lbs.
- Garage passenger elevators: 2,500 lbs.
- Retail freight elevators: 8,000 lbs.

See Architect's Report attached hereto as Exhibit E of Part II of the Plan for additional details.

Laundry

All Residential Units will be furnished with mechanical, electrical and plumbing connections for a washer and dryer purchased and installed by the Sponsor. The dryers will be electric and ventless.

Appliances

All Residential Units will have the following additional equipment installed within the Unit: refrigerator, gas range, microwave oven, oven, exhaust hood, clothes washer, clothes dryer, and dishwasher. Penthouse Units will also include wine coolers.

Neither Sponsor, the Managing Agent, nor any Board will be liable in the event of any interruption, discontinuance, or reduction in the quality of any of the foregoing services, including, but not limited to, any services provided by any outside company or person, other than Building personnel, or for any injury to person or damage to property resulting from any act or omission of such company or person or their employees or agents. Nothing contained herein is intended to relieve Sponsor for any obligation it may have to complete the Building in the manner described in the Architect's Report set forth as Exhibit E in Part II of the Plan.

LOCATION AND AREA INFORMATION

Flushing Commons is located ten miles east of Manhattan in the heart of Downtown Flushing in Queens, New York. Situated in the northeastern section of Queens, Flushing is bounded by Flushing Meadows-Corona Park to the West, Francis Lewis Boulevard to the East, the Long Island Expressway to the South and Willets Point Boulevard to the North. Flushing's residential density, excellent public transportation network and multitude of shopping and entertainment options provide a strong foundation for a flourishing residential and commercial center.

Over the past decade, Flushing has experienced exceptional growth. Flushing is one of the largest and fastest growing Asian enclaves in the world outside of Asia.

HEALTHCARE

New York Hospital Queens, Flushing Hospital Medical Center (FHMC) and Northshore-LIJ (Flushing Campus) have transformed Flushing into a superior healthcare center. In addition, in 2010, North Shore-LIJ Health System opened a 12,000 square-foot ambulatory location at Queens Crossing to meet the diverse cultural and medical needs of local residents.

TRANSPORTATION INFRASTRUCTURE

The Condominium is in close proximity to Flushing's superior transportation network. The Main Street and Roosevelt Avenue intersection, adjacent to Flushing Commons, is thought to be the third busiest pedestrian intersection in New York City after Times Square and Herald Square.

Train & Bus Access

Flushing is one of the largest intermodal hubs outside of Manhattan. More than 100,000 commuters transfer between the Long island Rail Road (LIRR), the Main Street Number 7 subway line and public and private buses in Flushing every day. Connections to the Long Island Railroad (LIRR), 20 bus lines and a shuttle to LaGuardia Airport are also available at the Flushing-Main Street Station, Penn Station is approximately 20 minutes away via LIRR and Grand Central Station is 30 minutes away on the Number 7 train.

Major highways

Flushing Commons is readily accessible to Nassau and Suffolk Counties, Manhattan and Brooklyn via several major highways, including the Grand Central parkway (via the Northern Boulevard exit), Long Island Expressway, Whitestone Expressway and Van Wyck Expressway.

Air Travel

Flushing Commons is located less than four miles (10 minutes) from LaGuardia Airport, one of

the busiest airports in the US without service to Europe and 11 miles (20 minutes) from JFK International Airport.

RECREATION, ENTERTAINMENT & CULTURE IN FLUSHING

Flushing Commons is close to Flushing Meadows Corona Park and Kissena Park. Flushing Meadows-Corona Park, the second largest park in New York City, includes Citi Field, an open air baseball park, as well as the Billie Jean King National Tennis Center.

EDUCATION

Flushing has six public high schools, including Townsend Harris High School, which has been ranked as one of the best public high schools in the United States, two private high schools and multiple elementary schools. In addition, nearby Queens College is part of the CUNY system and offers bachelors and masters degrees in over 100 subject areas to more than 20,000 enrolled students. Sponsor however makes no guarantee or representation as to which school a child residing at the Condominium may actually attend.

The Flushing Branch of the Queens Borough Public Library is one of the busiest library branches in New York State.

SHOPPING

Over the past decade, Flushing has experienced exceptional growth and has transformed into a retail destination. National retail tenants, such as Macy's, BJ's Whole Sale Club, Old Navy, Foot Locker, Payless, Home Depot and Modell's Sporting Goods, complement a variety of local retailers. In addition, the area includes the Skyview Center which includes a Bed, Bath & Beyond, Applebees and Best Buy.

Queens Crossing Mall, opened in 2008 and is one of the most affluent shopping destinations in Flushing. Stores at the mall include Amsterdam Sauer, TD Bank, Irresistible Home Décor, Mango, Belle Beauty Lab and Crossing Art.

New World mall offers a variety of Asian and non-Asian retailers selling clothing, fashion accessories, shoes & handbags, oriental home décor, and apparel. J. Mart, located on the lower level of New World mall offers a large variety of meats and fish as well as Asian fruits and vegetables.

On weekends, Asian families, students and foodies travel to Flushing to take advantage of the great food and unique ingredients not readily available elsewhere. Favorite restaurants include Joe's Shanghai, Spicy & Tasty and Pho bang, Green Papaya Thai Cuisine, Pho Vietnamese Restaurant, 66 Lu's Seafood (Taiwanese), Sentosa Malaysia Cuisine, Ocean Jewels Seafood (Dim Sum), Buddha Bodai (vegetarian) and Dumpling Stall (street food).

HOUSES OF WORSHIP

There are houses of worship of most major denominations in the vicinity of the Building. Some examples include: The New York Hua Lian Tsu Hui Temple located at 4066 College Point Blvd; St. Michael's Church located at 13825 Barclay Avenue, the Korean Christian Elders Association of NY & NJ located at 3542 Union Street; The Free Synagogue of Flushing located at 4160 Kissena Blvd; The Sikh Centre of New York located at 3817 Parsons Blvd and The Society of American Buddhism Culture located at 13237 41st Road.

MUNICIPAL SERVICES

Police, fire, water, sanitation and snow removal are provided by the City of New York. The Property is located in the 109th Police Precinct. Primary fire protection is provided by the F.D.N.Y. Engine 273 Ladder 129 in Flushing. The nearest U.S. Post Office is located at 4165 Main Street in Flushing.

The City of New York is responsible for the maintenance of the roads adjacent to the Condominium.

The services and facilities above are described as of the approximate date of the Plan and may change without requirement of an amendment to this Plan. Sponsor makes no guaranty as to the availability of any such services or facilities in the future or to any particular Purchaser. Furthermore, no representation is made that future construction in the neighborhood surrounding the Property will not result in obstruction of the views from any windows in the Building.

Residential Schedule A

RESIDENTIAL SECTION OF FLUSHING COMMONS
37-10 37th Avenue, Flushing, New York
Offering Prices and Related Information
Projected Carrying Costs for the First Year of Operation
January 1, 2017 through December 31, 2017

Residential Section of the Flushing Commons Condominium
Offering Prices and Related Information
Projected Carrying Costs for the First Year of Operation
Anticipated First Year of Condominium Operations January 1, 2017 through December 31, 2017

Unit No.	Beds	Baths	Approx. Interior SF SF	Approx. Exterior SF SF	Approx. Gross Interior SF	Offering Price	Proportionate Share of Resident Managers Unit Purchase Price	Proportionate Share of Residential Section Common Interest	Estimated Annual Common Charges	Estimated Monthly Common Charges	Estimated Annual Bulk Cable Charges	Estimated Monthly Bulk Cable Charges	Estimated Annual Real Estate Tax with 421-a Tax Abatement	Estimated Monthly Real Estate Tax with 421-a Tax Abatement	Estimated Annual Real Estate Tax without 421-a Tax Abatement	Estimated Monthly Real Estate Tax without 421-a Tax Abatement	Estimated Annual Total Carrying Costs without 421-a Tax Abatement	Estimated Monthly Total Carrying Costs without 421-a Tax Abatement	Estimated Annual Total Carrying Costs with 421-a Tax Abatement	Estimated Monthly Total Carrying Costs with 421-a Tax Abatement
4B	2	2	975	632.0	1,317.19	$ 957,000	$ 6,812.49	0.7571%	$ 12,710	$ 1,059	$ 726	$ 60	$ 821	$ 68	$ 3,888	$ 324	$ 16,598	$ 1,383	$ 13,531	$ 1,128
4C	2	2	974	554.0	1,310.00	$ 956,000	$ 6,689.23	0.7434%	$ 12,480	$ 1,040	$ 713	$ 59	$ 806	$ 67	$ 3,818	$ 318	$ 16,298	$ 1,358	$ 13,286	$ 1,107
4D	1	1	617	419.0	834.98	$ 666,000	$ 4,339.73	0.4823%	$ 8,096	$ 675	$ 462	$ 39	$ 523	$ 44	$ 2,477	$ 206	$ 10,574	$ 881	$ 8,619	$ 718
4E	2	2	880	620.0	1,192.59	$ 905,000	$ 6,223.24	0.6916%	$ 11,610	$ 968	$ 663	$ 55	$ 750	$ 63	$ 3,552	$ 296	$ 15,163	$ 1,264	$ 12,360	$ 1,030
4F	1	1	708	336.0	947.20	$ 734,000	$ 4,762.13	0.5292%	$ 8,884	$ 740	$ 507	$ 42	$ 574	$ 48	$ 2,718	$ 227	$ 11,603	$ 967	$ 9,458	$ 788
4G	3	2	1,279	1,016.0	1,742.00	$ 1,334,000	$ 9,217.61	1.0243%	$ 17,197	$ 1,433	$ 982	$ 82	$ 1,111	$ 93	$ 5,261	$ 438	$ 22,458	$ 1,872	$ 18,308	$ 1,526
4H	2	2	1,097	345.0	1,454.37	$ 1,059,000	$ 7,114.64	0.7906%	$ 13,273	$ 1,106	$ 758	$ 63	$ 857	$ 71	$ 4,061	$ 338	$ 17,334	$ 1,445	$ 14,131	$ 1,178
4J	1	1	814	231.0	1,077.29	$ 765,000	$ 5,241.65	0.5825%	$ 9,779	$ 815	$ 558	$ 47	$ 632	$ 53	$ 2,992	$ 249	$ 12,771	$ 1,064	$ 10,411	$ 868
4K	1	1	817	227.0	1,080.89	$ 780,000	$ 5,253.68	0.5838%	$ 9,802	$ 817	$ 560	$ 47	$ 633	$ 53	$ 2,999	$ 250	$ 12,800	$ 1,067	$ 10,435	$ 870
4L	2	2	964	277.0	1,276.06	$ 930,000	$ 6,212.72	0.6904%	$ 11,591	$ 966	$ 662	$ 55	$ 749	$ 62	$ 3,546	$ 296	$ 15,137	$ 1,261	$ 12,340	$ 1,028
5A	1	1	848		1,104.11	$ 775,000	$ 5,098.85	0.5666%	$ 9,513	$ 793	$ 543	$ 45	$ 615	$ 51	$ 2,910	$ 243	$ 12,423	$ 1,035	$ 10,127	$ 844
5B*	2	2	975		1,269.47	$ 894,000		0.6515%	$ 10,937	$ 911	$ 625	$ 52	$ 707	$ 59	$ 3,346	$ 279	$ 14,284	$ 1,190	$ 11,644	$ 970
5C	2	2	971		1,264.26	$ 899,000	$ 5,838.42	0.6488%	$ 10,892	$ 908	$ 622	$ 52	$ 704	$ 59	$ 3,333	$ 278	$ 14,225	$ 1,185	$ 11,596	$ 966
5D	1	1	610		794.23	$ 623,000	$ 3,667.80	0.4076%	$ 6,843	$ 570	$ 391	$ 33	$ 442	$ 37	$ 2,094	$ 174	$ 8,936	$ 745	$ 7,285	$ 607
5E	2	2	881		1,147.08	$ 843,000	$ 5,297.27	0.5887%	$ 9,883	$ 824	$ 564	$ 47	$ 638	$ 53	$ 3,024	$ 252	$ 12,906	$ 1,076	$ 10,521	$ 877
5F	1	1	708		921.83	$ 698,000	$ 4,257.06	0.4731%	$ 7,942	$ 662	$ 454	$ 38	$ 513	$ 43	$ 2,430	$ 202	$ 10,372	$ 864	$ 8,455	$ 705
5G	3	2	1,283		1,670.49	$ 1,230,000	$ 7,714.41	0.8573%	$ 14,392	$ 1,199	$ 822	$ 68	$ 930	$ 77	$ 4,403	$ 367	$ 18,796	$ 1,566	$ 15,322	$ 1,277
5H	2	2	1,079		1,404.88	$ 1,008,000	$ 6,487.80	0.7210%	$ 12,104	$ 1,009	$ 691	$ 58	$ 782	$ 65	$ 3,703	$ 309	$ 15,807	$ 1,317	$ 12,886	$ 1,074
5J	1	1	792		1,031.20	$ 725,000	$ 4,762.13	0.5292%	$ 8,884	$ 740	$ 507	$ 42	$ 574	$ 48	$ 2,718	$ 227	$ 11,603	$ 967	$ 9,458	$ 788
5K	2	2	1,128		1,468.68	$ 1,040,000	$ 6,782.43	0.7537%	$ 12,654	$ 1,054	$ 723	$ 60	$ 817	$ 68	$ 3,871	$ 323	$ 16,525	$ 1,377	$ 13,471	$ 1,123
5L	2	2	976		1,270.77	$ 900,000	$ 5,868.49	0.6522%	$ 10,949	$ 912	$ 625	$ 52	$ 707	$ 59	$ 3,350	$ 279	$ 14,298	$ 1,192	$ 11,656	$ 971
5M	2	2	1,018		1,325.46	$ 938,000	$ 6,121.02	0.6802%	$ 11,420	$ 952	$ 652	$ 54	$ 738	$ 61	$ 3,494	$ 291	$ 14,914	$ 1,243	$ 12,157	$ 1,013
6A	1	1	848		1,104.11	$ 781,000	$ 5,098.85	0.5666%	$ 9,513	$ 793	$ 543	$ 45	$ 615	$ 51	$ 2,910	$ 243	$ 12,423	$ 1,035	$ 10,127	$ 844
6B	2	2	975		1,269.47	$ 901,000	$ 5,862.47	0.6515%	$ 10,937	$ 911	$ 625	$ 52	$ 707	$ 59	$ 3,346	$ 279	$ 14,284	$ 1,190	$ 11,644	$ 970
6C	2	2	971		1,264.26	$ 906,000	$ 5,838.42	0.6488%	$ 10,892	$ 908	$ 622	$ 52	$ 704	$ 59	$ 3,333	$ 278	$ 14,225	$ 1,185	$ 11,596	$ 966
6D	1	1	610		794.23	$ 629,000	$ 3,667.80	0.4076%	$ 6,843	$ 570	$ 391	$ 33	$ 442	$ 37	$ 2,094	$ 174	$ 8,936	$ 745	$ 7,285	$ 607
6E	2	2	881		1,147.08	$ 850,000	$ 5,297.27	0.5887%	$ 9,883	$ 824	$ 564	$ 47	$ 638	$ 53	$ 3,024	$ 252	$ 12,906	$ 1,076	$ 10,521	$ 877
6F	1	1	708		921.83	$ 704,000	$ 4,257.06	0.4731%	$ 7,942	$ 662	$ 454	$ 38	$ 513	$ 43	$ 2,430	$ 202	$ 10,372	$ 864	$ 8,455	$ 705
6G	3	2	1,283		1,670.49	$ 1,240,000	$ 7,714.41	0.8573%	$ 14,392	$ 1,199	$ 822	$ 68	$ 930	$ 77	$ 4,403	$ 367	$ 18,796	$ 1,566	$ 15,322	$ 1,277
6H	2	2	1,079		1,404.88	$ 1,015,000	$ 6,487.80	0.7210%	$ 12,104	$ 1,009	$ 691	$ 58	$ 782	$ 65	$ 3,703	$ 309	$ 15,807	$ 1,317	$ 12,886	$ 1,074
6J	1	1	792		1,031.20	$ 731,000	$ 4,762.13	0.5292%	$ 8,884	$ 740	$ 507	$ 42	$ 574	$ 48	$ 2,718	$ 227	$ 11,603	$ 967	$ 9,458	$ 788
6K	2	2	1,128		1,468.68	$ 1,047,000	$ 6,782.43	0.7537%	$ 12,654	$ 1,054	$ 723	$ 60	$ 817	$ 68	$ 3,871	$ 323	$ 16,525	$ 1,377	$ 13,471	$ 1,123
6L	2	2	976		1,270.77	$ 907,000	$ 5,868.49	0.6522%	$ 10,949	$ 912	$ 625	$ 52	$ 707	$ 59	$ 3,350	$ 279	$ 14,298	$ 1,192	$ 11,656	$ 971
6M	2	2	1,018		1,325.46	$ 945,000	$ 6,121.02	0.6802%	$ 11,420	$ 952	$ 652	$ 54	$ 738	$ 61	$ 3,494	$ 291	$ 14,914	$ 1,243	$ 12,157	$ 1,013
7A	1	1	848		1,104.11	$ 787,000	$ 5,098.85	0.5666%	$ 9,513	$ 793	$ 543	$ 45	$ 615	$ 51	$ 2,910	$ 243	$ 12,423	$ 1,035	$ 10,127	$ 844
7B	2	2	975		1,269.47	$ 908,000	$ 5,862.47	0.6515%	$ 10,937	$ 911	$ 625	$ 52	$ 707	$ 59	$ 3,346	$ 279	$ 14,284	$ 1,190	$ 11,644	$ 970
7C	2	2	971		1,264.26	$ 913,000	$ 5,838.42	0.6488%	$ 10,892	$ 908	$ 622	$ 52	$ 704	$ 59	$ 3,333	$ 278	$ 14,225	$ 1,185	$ 11,596	$ 966
7D	1	1	610		794.23	$ 635,000	$ 3,667.80	0.4076%	$ 6,843	$ 570	$ 391	$ 33	$ 442	$ 37	$ 2,094	$ 174	$ 8,936	$ 745	$ 7,285	$ 607
7E	2	2	881		1,147.08	$ 857,000	$ 5,297.27	0.5887%	$ 9,883	$ 824	$ 564	$ 47	$ 638	$ 53	$ 3,024	$ 252	$ 12,906	$ 1,076	$ 10,521	$ 877
7F	1	1	708		921.83	$ 710,000	$ 4,257.06	0.4731%	$ 7,942	$ 662	$ 454	$ 38	$ 513	$ 43	$ 2,430	$ 202	$ 10,372	$ 864	$ 8,455	$ 705
7G	3	2	1,283		1,670.49	$ 1,250,000	$ 7,714.41	0.8573%	$ 14,392	$ 1,199	$ 822	$ 68	$ 930	$ 77	$ 4,403	$ 367	$ 18,796	$ 1,566	$ 15,322	$ 1,277
7H	2	2	1,079		1,404.88	$ 1,022,000	$ 6,487.80	0.7210%	$ 12,104	$ 1,009	$ 691	$ 58	$ 782	$ 65	$ 3,703	$ 309	$ 15,807	$ 1,317	$ 12,886	$ 1,074
7J	1	1	792		1,031.20	$ 737,000	$ 4,762.13	0.5292%	$ 8,884	$ 740	$ 507	$ 42	$ 574	$ 48	$ 2,718	$ 227	$ 11,603	$ 967	$ 9,458	$ 788
7K	2	2	1,128		1,468.68	$ 1,054,000	$ 6,782.43	0.7537%	$ 12,654	$ 1,054	$ 723	$ 60	$ 817	$ 68	$ 3,871	$ 323	$ 16,525	$ 1,377	$ 13,471	$ 1,123
7L	2	2	976		1,270.77	$ 914,000	$ 5,868.49	0.6522%	$ 10,949	$ 912	$ 625	$ 52	$ 707	$ 59	$ 3,350	$ 279	$ 14,298	$ 1,192	$ 11,656	$ 971
7M	2	2	1,018		1,325.46	$ 952,000	$ 6,121.02	0.6802%	$ 11,420	$ 952	$ 652	$ 54	$ 738	$ 61	$ 3,494	$ 291	$ 14,914	$ 1,243	$ 12,157	$ 1,013
8A	1	1	848		1,104.11	$ 793,000	$ 5,098.85	0.5666%	$ 9,513	$ 793	$ 543	$ 45	$ 615	$ 51	$ 2,910	$ 243	$ 12,423	$ 1,035	$ 10,127	$ 844
8B	2	2	975		1,269.47	$ 915,000	$ 5,862.47	0.6515%	$ 10,937	$ 911	$ 625	$ 52	$ 707	$ 59	$ 3,346	$ 279	$ 14,284	$ 1,190	$ 11,644	$ 970
8C	2	2	971		1,264.26	$ 920,000	$ 5,838.42	0.6488%	$ 10,892	$ 908	$ 622	$ 52	$ 704	$ 59	$ 3,333	$ 278	$ 14,225	$ 1,185	$ 11,596	$ 966
8D	1	1	610		794.23	$ 641,000	$ 3,667.80	0.4076%	$ 6,843	$ 570	$ 391	$ 33	$ 442	$ 37	$ 2,094	$ 174	$ 8,936	$ 745	$ 7,285	$ 607
8E	2	2	881		1,147.08	$ 864,000	$ 5,297.27	0.5887%	$ 9,883	$ 824	$ 564	$ 47	$ 638	$ 53	$ 3,024	$ 252	$ 12,906	$ 1,076	$ 10,521	$ 877
8F	1	1	708		921.83	$ 716,000	$ 4,257.06	0.4731%	$ 7,942	$ 662	$ 454	$ 38	$ 513	$ 43	$ 2,430	$ 202	$ 10,372	$ 864	$ 8,455	$ 705
8G	3	2	1,283		1,670.49	$ 1,260,000	$ 7,714.41	0.8573%	$ 14,392	$ 1,199	$ 822	$ 68	$ 930	$ 77	$ 4,403	$ 367	$ 18,796	$ 1,566	$ 15,322	$ 1,277
8H	2	2	1,079		1,404.88	$ 1,029,000	$ 6,487.80	0.7210%	$ 12,104	$ 1,009	$ 691	$ 58	$ 782	$ 65	$ 3,703	$ 309	$ 15,807	$ 1,317	$ 12,886	$ 1,074
8J	1	1	792		1,031.20	$ 743,000	$ 4,762.13	0.5292%	$ 8,884	$ 740	$ 507	$ 42	$ 574	$ 48	$ 2,718	$ 227	$ 11,603	$ 967	$ 9,458	$ 788
8K	2	2	1,128		1,468.68	$ 1,061,000	$ 6,782.43	0.7537%	$ 12,654	$ 1,054	$ 723	$ 60	$ 817	$ 68	$ 3,871	$ 323	$ 16,525	$ 1,377	$ 13,471	$ 1,123
8L	2	2	976		1,270.77	$ 921,000	$ 5,868.49	0.6522%	$ 10,949	$ 912	$ 625	$ 52	$ 707	$ 59	$ 3,350	$ 279	$ 14,298	$ 1,192	$ 11,656	$ 971
8M	2	2	1,018		1,325.46	$ 959,000	$ 6,121.02	0.6802%	$ 11,420	$ 952	$ 652	$ 54	$ 738	$ 61	$ 3,494	$ 291	$ 14,914	$ 1,243	$ 12,157	$ 1,013
9A	1	1	848		1,104.11	$ 799,000	$ 5,098.85	0.5666%	$ 9,513	$ 793	$ 543	$ 45	$ 615	$ 51	$ 2,910	$ 243	$ 12,423	$ 1,035	$ 10,127	$ 844
9B	2	2	975		1,269.47	$ 922,000	$ 5,862.47	0.6515%	$ 10,937	$ 911	$ 625	$ 52	$ 707	$ 59	$ 3,346	$ 279	$ 14,284	$ 1,190	$ 11,644	$ 970
9C	2	2	971		1,264.26	$ 927,000	$ 5,838.42	0.6488%	$ 10,892	$ 908	$ 622	$ 52	$ 704	$ 59	$ 3,333	$ 278	$ 14,225	$ 1,185	$ 11,596	$ 966
9D	1	1	610		794.23	$ 647,000	$ 3,667.80	0.4076%	$ 6,843	$ 570	$ 391	$ 33	$ 442	$ 37	$ 2,094	$ 174	$ 8,936	$ 745	$ 7,285	$ 607
9E	2	2	881		1,147.08	$ 871,000	$ 5,297.27	0.5887%	$ 9,883	$ 824	$ 564	$ 47	$ 638	$ 53	$ 3,024	$ 252	$ 12,906	$ 1,076	$ 10,521	$ 877
9F	1	1	708		921.83	$ 722,000	$ 4,257.06	0.4731%	$ 7,942	$ 662	$ 454	$ 38	$ 513	$ 43	$ 2,430	$ 202	$ 10,372	$ 864	$ 8,455	$ 705
9G	3	2	1,283		1,670.49	$ 1,270,000	$ 7,714.41	0.8573%	$ 14,392	$ 1,199	$ 822	$ 68	$ 930	$ 77	$ 4,403	$ 367	$ 18,796	$ 1,566	$ 15,322	$ 1,277
9H	2	2	1,079		1,404.88	$ 1,036,000	$ 6,487.80	0.7210%	$ 12,104	$ 1,009	$ 691	$ 58	$ 782	$ 65	$ 3,703	$ 309	$ 15,807	$ 1,317	$ 12,886	$ 1,074
9J	1	1	792		1,031.20	$ 749,000	$ 4,762.13	0.5292%	$ 8,884	$ 740	$ 507	$ 42	$ 574	$ 48	$ 2,718	$ 227	$ 11,603	$ 967	$ 9,458	$ 788
9K	2	2	1,128		1,468.68	$ 1,068,000	$ 6,782.43	0.7537%	$ 12,654	$ 1,054	$ 723	$ 60	$ 817	$ 68	$ 3,871	$ 323	$ 16,525	$ 1,377	$ 13,471	$ 1,123
9L	2	2	976		1,270.77	$ 928,000	$ 5,868.49	0.6522%	$ 10,949	$ 912	$ 625	$ 52	$ 707	$ 59	$ 3,350	$ 279	$ 14,298	$ 1,192	$ 11,656	$ 971
9M	2	2	1,018		1,325.46	$ 966,000	$ 6,121.02	0.6802%	$ 11,420	$ 952	$ 652	$ 54	$ 738	$ 61	$ 3,494	$ 291	$ 14,914	$ 1,243	$ 12,157	$ 1,013
10A	1	1	848		1,104.11	$ 805,000	$ 5,098.85	0.5666%	$ 9,513	$ 793	$ 543	$ 45	$ 615	$ 51	$ 2,910	$ 243	$ 12,423	$ 1,035	$ 10,127	$ 844
10B	2	2	975		1,269.47	$ 929,000	$ 5,862.47	0.6515%	$ 10,937	$ 911	$ 625	$ 52	$ 707	$ 59	$ 3,346	$ 279	$ 14,284	$ 1,190	$ 11,644	$ 970
10C	2	2	971		1,264.26	$ 934,000	$ 5,838.42	0.6488%	$ 10,892	$ 908	$ 622	$ 52	$ 704	$ 59	$ 3,333	$ 278	$ 14,225	$ 1,185	$ 11,596	$ 966
10D	1	1	610		794.23	$ 653,000	$ 3,667.80	0.4076%	$ 6,843	$ 570	$ 391	$ 33	$ 442	$ 37	$ 2,094	$ 174	$ 8,936	$ 745	$ 7,285	$ 607

Residential Section of the Flushing Commons Condominium
Offering Prices and Related Information
Projected Carrying Costs for the First Year of Operation
Anticipated First Year of Condominium Operations January 1, 2017 through December 31, 2017

Unit No.	Beds	Baths	Approx. Interior SF	Approx. Exterior SF	Approx. Gross Interior SF	Offering Price	Proportionate Share of Resident Managers Unit Purchase Price	Proportionate Share of Residential Section Common Interest	Estimated Annual Common Charges	Estimated Monthly Common Charges	Estimated Annual Bulk Cable Charges	Estimated Monthly Bulk Cable Charges	Estimated Annual Real Estate Tax with 421-a Tax Abatement	Estimated Monthly Real Estate Tax with 421-a Tax Abatement	Estimated Annual Real Estate Tax without 421-a Tax Abatement	Estimated Monthly Real Estate Tax without 421-a Tax Abatement	Estimated Annual Total Carrying Costs without 421-a Tax Abatement	Estimated Monthly Total Carrying Costs without 421-a Tax Abatement	Estimated Annual Total Carrying Costs with 421-a Tax Abatement	Estimated Monthly Total Carrying Costs with 421-a Tax Abatement
10F	1	1	708		921.83	$ 728,000	$ 4,257.06	0.4731%	$ 7,942	$ 662	$ 454	$ 38	$ 513	$ 43	$ 2,430	$ 202	$ 10,372	$ 864	$ 8,455	$ 705
10G	3	2	1,283		1,670.49	$ 1,280,000	$ 7,714.41	0.8573%	$ 14,392	$ 1,199	$ 822	$ 68	$ 930	$ 77	$ 4,403	$ 367	$ 18,796	$ 1,566	$ 15,322	$ 1,277
10H	2	2	1,079		1,404.88	$ 1,043,000	$ 6,487.80	0.7210%	$ 12,104	$ 1,009	$ 691	$ 58	$ 782	$ 65	$ 3,703	$ 309	$ 15,807	$ 1,317	$ 12,886	$ 1,074
10J	1	1	792		1,031.20	$ 755,000	$ 4,762.13	0.5292%	$ 8,884	$ 740	$ 507	$ 42	$ 574	$ 48	$ 2,718	$ 227	$ 11,603	$ 967	$ 9,458	$ 788
10K	2	2	1,128		1,468.68	$ 1,075,000	$ 6,782.43	0.7537%	$ 12,654	$ 1,054	$ 723	$ 60	$ 817	$ 68	$ 3,871	$ 323	$ 16,525	$ 1,377	$ 13,471	$ 1,123
10L	2	2	976		1,270.77	$ 935,000	$ 5,868.49	0.6522%	$ 10,949	$ 912	$ 625	$ 52	$ 707	$ 59	$ 3,350	$ 279	$ 14,298	$ 1,192	$ 11,656	$ 971
10M	2	2	1,018		1,325.46	$ 973,000	$ 6,121.02	0.6802%	$ 11,420	$ 952	$ 652	$ 54	$ 738	$ 61	$ 3,494	$ 291	$ 14,914	$ 1,243	$ 12,157	$ 1,013
11A	1	1	848		1,104.11	$ 811,000	$ 5,098.85	0.5666%	$ 9,513	$ 793	$ 543	$ 45	$ 615	$ 51	$ 2,910	$ 243	$ 12,423	$ 1,035	$ 10,127	$ 844
11B	2	2	975		1,269.47	$ 936,000	$ 5,862.47	0.6515%	$ 10,937	$ 911	$ 625	$ 52	$ 707	$ 59	$ 3,346	$ 279	$ 14,284	$ 1,190	$ 11,644	$ 970
11C	2	2	971		1,264.26	$ 941,000	$ 5,838.42	0.6488%	$ 10,892	$ 908	$ 622	$ 52	$ 704	$ 59	$ 3,333	$ 278	$ 14,225	$ 1,185	$ 11,596	$ 966
11D	1	1	610		794.23	$ 659,000	$ 3,667.80	0.4076%	$ 6,843	$ 570	$ 391	$ 33	$ 442	$ 37	$ 2,094	$ 174	$ 8,936	$ 745	$ 7,285	$ 607
11E	2	2	881		1,147.08	$ 885,000	$ 5,297.27	0.5887%	$ 9,883	$ 824	$ 564	$ 47	$ 638	$ 53	$ 3,024	$ 252	$ 12,906	$ 1,076	$ 10,521	$ 877
11F	1	1	708		921.83	$ 734,000	$ 4,257.06	0.4731%	$ 7,942	$ 662	$ 454	$ 38	$ 513	$ 43	$ 2,430	$ 202	$ 10,372	$ 864	$ 8,455	$ 705
11G	3	2	1,283		1,670.49	$ 1,290,000	$ 7,714.41	0.8573%	$ 14,392	$ 1,199	$ 822	$ 68	$ 930	$ 77	$ 4,403	$ 367	$ 18,796	$ 1,566	$ 15,322	$ 1,277
11H	2	2	1,079		1,404.88	$ 1,050,000	$ 6,487.80	0.7210%	$ 12,104	$ 1,009	$ 691	$ 58	$ 782	$ 65	$ 3,703	$ 309	$ 15,807	$ 1,317	$ 12,886	$ 1,074
11J	1	1	792		1,031.20	$ 761,000	$ 4,762.13	0.5292%	$ 8,884	$ 740	$ 507	$ 42	$ 574	$ 48	$ 2,718	$ 227	$ 11,603	$ 967	$ 9,458	$ 788
11K	2	2	1,128		1,468.68	$ 1,082,000	$ 6,782.43	0.7537%	$ 12,654	$ 1,054	$ 723	$ 60	$ 817	$ 68	$ 3,871	$ 323	$ 16,525	$ 1,377	$ 13,471	$ 1,123
11L	2	2	976		1,270.77	$ 942,000	$ 5,868.49	0.6522%	$ 10,949	$ 912	$ 625	$ 52	$ 707	$ 59	$ 3,350	$ 279	$ 14,298	$ 1,192	$ 11,656	$ 971
11M	2	2	1,018		1,325.46	$ 980,000	$ 6,121.02	0.6802%	$ 11,420	$ 952	$ 652	$ 54	$ 738	$ 61	$ 3,494	$ 291	$ 14,914	$ 1,243	$ 12,157	$ 1,013
12A	1	1	848		1,104.11	$ 817,000	$ 5,098.85	0.5666%	$ 9,513	$ 793	$ 543	$ 45	$ 615	$ 51	$ 2,910	$ 243	$ 12,423	$ 1,035	$ 10,127	$ 844
12B	2	2	975		1,269.47	$ 943,000	$ 5,862.47	0.6515%	$ 10,937	$ 911	$ 625	$ 52	$ 707	$ 59	$ 3,346	$ 279	$ 14,284	$ 1,190	$ 11,644	$ 970
12C	2	2	971		1,264.26	$ 948,000	$ 5,838.42	0.6488%	$ 10,892	$ 908	$ 622	$ 52	$ 704	$ 59	$ 3,333	$ 278	$ 14,225	$ 1,185	$ 11,596	$ 966
12D	1	1	610		794.23	$ 665,000	$ 3,667.80	0.4076%	$ 6,843	$ 570	$ 391	$ 33	$ 442	$ 37	$ 2,094	$ 174	$ 8,936	$ 745	$ 7,285	$ 607
12E	2	2	881		1,147.08	$ 892,000	$ 5,297.27	0.5887%	$ 9,883	$ 824	$ 564	$ 47	$ 638	$ 53	$ 3,024	$ 252	$ 12,906	$ 1,076	$ 10,521	$ 877
12F	1	1	708		921.83	$ 740,000	$ 4,257.06	0.4731%	$ 7,942	$ 662	$ 454	$ 38	$ 513	$ 43	$ 2,430	$ 202	$ 10,372	$ 864	$ 8,455	$ 705
12G	3	2	1,283		1,670.49	$ 1,300,000	$ 7,714.41	0.8573%	$ 14,392	$ 1,199	$ 822	$ 68	$ 930	$ 77	$ 4,403	$ 367	$ 18,796	$ 1,566	$ 15,322	$ 1,277
12H	2	2	1,079		1,404.88	$ 1,057,000	$ 6,487.80	0.7210%	$ 12,104	$ 1,009	$ 691	$ 58	$ 782	$ 65	$ 3,703	$ 309	$ 15,807	$ 1,317	$ 12,886	$ 1,074
12J	1	1	792		1,031.20	$ 767,000	$ 4,762.13	0.5292%	$ 8,884	$ 740	$ 507	$ 42	$ 574	$ 48	$ 2,718	$ 227	$ 11,603	$ 967	$ 9,458	$ 788
12K	2	2	1,128		1,468.68	$ 1,089,000	$ 6,782.43	0.7537%	$ 12,654	$ 1,054	$ 723	$ 60	$ 817	$ 68	$ 3,871	$ 323	$ 16,525	$ 1,377	$ 13,471	$ 1,123
12L	2	2	976		1,270.77	$ 949,000	$ 5,868.49	0.6522%	$ 10,949	$ 912	$ 625	$ 52	$ 707	$ 59	$ 3,350	$ 279	$ 14,298	$ 1,192	$ 11,656	$ 971
12M	2	2	1,018		1,325.46	$ 987,000	$ 6,121.02	0.6802%	$ 11,420	$ 952	$ 652	$ 54	$ 738	$ 61	$ 3,494	$ 291	$ 14,914	$ 1,243	$ 12,157	$ 1,013
13A	1	1	848		1,104.11	$ 823,000	$ 5,098.85	0.5666%	$ 9,513	$ 793	$ 543	$ 45	$ 615	$ 51	$ 2,910	$ 243	$ 12,423	$ 1,035	$ 10,127	$ 844
13B	2	2	975		1,269.47	$ 950,000	$ 5,862.47	0.6515%	$ 10,937	$ 911	$ 625	$ 52	$ 707	$ 59	$ 3,346	$ 279	$ 14,284	$ 1,190	$ 11,644	$ 970
13C	2	2	971		1,264.26	$ 955,000	$ 5,838.42	0.6488%	$ 10,892	$ 908	$ 622	$ 52	$ 704	$ 59	$ 3,333	$ 278	$ 14,225	$ 1,185	$ 11,596	$ 966
13D	1	1	610		794.23	$ 671,000	$ 3,667.80	0.4076%	$ 6,843	$ 570	$ 391	$ 33	$ 442	$ 37	$ 2,094	$ 174	$ 8,936	$ 745	$ 7,285	$ 607
13E	2	2	881		1,147.08	$ 899,000	$ 5,297.27	0.5887%	$ 9,883	$ 824	$ 564	$ 47	$ 638	$ 53	$ 3,024	$ 252	$ 12,906	$ 1,076	$ 10,521	$ 877
13F	1	1	708		921.83	$ 746,000	$ 4,257.06	0.4731%	$ 7,942	$ 662	$ 454	$ 38	$ 513	$ 43	$ 2,430	$ 202	$ 10,372	$ 864	$ 8,455	$ 705
13G	3	2	1,283		1,670.49	$ 1,310,000	$ 7,714.41	0.8573%	$ 14,392	$ 1,199	$ 822	$ 68	$ 930	$ 77	$ 4,403	$ 367	$ 18,796	$ 1,566	$ 15,322	$ 1,277
13H	2	2	1,079		1,404.88	$ 1,064,000	$ 6,487.80	0.7210%	$ 12,104	$ 1,009	$ 691	$ 58	$ 782	$ 65	$ 3,703	$ 309	$ 15,807	$ 1,317	$ 12,886	$ 1,074
13J	1	1	792		1,031.20	$ 773,000	$ 4,762.13	0.5292%	$ 8,884	$ 740	$ 507	$ 42	$ 574	$ 48	$ 2,718	$ 227	$ 11,603	$ 967	$ 9,458	$ 788
13K	2	2	1,128		1,468.68	$ 1,096,000	$ 6,782.43	0.7537%	$ 12,654	$ 1,054	$ 723	$ 60	$ 817	$ 68	$ 3,871	$ 323	$ 16,525	$ 1,377	$ 13,471	$ 1,123
13L	2	2	976		1,270.77	$ 956,000	$ 5,868.49	0.6522%	$ 10,949	$ 912	$ 625	$ 52	$ 707	$ 59	$ 3,350	$ 279	$ 14,298	$ 1,192	$ 11,656	$ 971
13M	2	2	1,018		1,325.46	$ 994,000	$ 6,121.02	0.6802%	$ 11,420	$ 952	$ 652	$ 54	$ 738	$ 61	$ 3,494	$ 291	$ 14,914	$ 1,243	$ 12,157	$ 1,013
14A	1	1	848		1,104.11	$ 829,000	$ 5,098.85	0.5666%	$ 9,513	$ 793	$ 543	$ 45	$ 615	$ 51	$ 2,910	$ 243	$ 12,423	$ 1,035	$ 10,127	$ 844
14B	2	2	975		1,269.47	$ 957,000	$ 5,862.47	0.6515%	$ 10,937	$ 911	$ 625	$ 52	$ 707	$ 59	$ 3,346	$ 279	$ 14,284	$ 1,190	$ 11,644	$ 970
14C	2	2	971		1,264.26	$ 962,000	$ 5,838.42	0.6488%	$ 10,892	$ 908	$ 622	$ 52	$ 704	$ 59	$ 3,333	$ 278	$ 14,225	$ 1,185	$ 11,596	$ 966
14D	1	1	610		794.23	$ 677,000	$ 3,667.80	0.4076%	$ 6,843	$ 570	$ 391	$ 33	$ 442	$ 37	$ 2,094	$ 174	$ 8,936	$ 745	$ 7,285	$ 607
14E	2	2	881		1,147.08	$ 906,000	$ 5,297.27	0.5887%	$ 9,883	$ 824	$ 564	$ 47	$ 638	$ 53	$ 3,024	$ 252	$ 12,906	$ 1,076	$ 10,521	$ 877
14F	1	1	708		921.83	$ 752,000	$ 4,257.06	0.4731%	$ 7,942	$ 662	$ 454	$ 38	$ 513	$ 43	$ 2,430	$ 202	$ 10,372	$ 864	$ 8,455	$ 705
14G	3	2	1,283		1,670.49	$ 1,320,000	$ 7,714.41	0.8573%	$ 14,392	$ 1,199	$ 822	$ 68	$ 930	$ 77	$ 4,403	$ 367	$ 18,796	$ 1,566	$ 15,322	$ 1,277
14H	2	2	1,079		1,404.88	$ 1,071,000	$ 6,487.80	0.7210%	$ 12,104	$ 1,009	$ 691	$ 58	$ 782	$ 65	$ 3,703	$ 309	$ 15,807	$ 1,317	$ 12,886	$ 1,074
14J	1	1	792		1,031.20	$ 779,000	$ 4,762.13	0.5292%	$ 8,884	$ 740	$ 507	$ 42	$ 574	$ 48	$ 2,718	$ 227	$ 11,603	$ 967	$ 9,458	$ 788
14K	2	2	1,128		1,468.68	$ 1,103,000	$ 6,782.43	0.7537%	$ 12,654	$ 1,054	$ 723	$ 60	$ 817	$ 68	$ 3,871	$ 323	$ 16,525	$ 1,377	$ 13,471	$ 1,123
14L	2	2	976		1,270.77	$ 963,000	$ 5,868.49	0.6522%	$ 10,949	$ 912	$ 625	$ 52	$ 707	$ 59	$ 3,350	$ 279	$ 14,298	$ 1,192	$ 11,656	$ 971
14M	2	2	1,018		1,325.46	$ 1,001,000	$ 6,121.02	0.6802%	$ 11,420	$ 952	$ 652	$ 54	$ 738	$ 61	$ 3,494	$ 291	$ 14,914	$ 1,243	$ 12,157	$ 1,013
15A	2	2	1,380	187.0	1,810.91	$ 1,480,000	$ 8,578.75	0.9533%	$ 16,005	$ 1,334	$ 914	$ 76	$ 1,034	$ 86	$ 4,897	$ 408	$ 20,902	$ 1,742	$ 17,039	$ 1,420
15C	3	2	1,409	60.0	1,839.08	$ 1,553,000	$ 8,562.22	0.9515%	$ 15,974	$ 1,331	$ 912	$ 76	$ 1,032	$ 86	$ 4,887	$ 407	$ 20,861	$ 1,738	$ 17,006	$ 1,417
15E	1	1	721	284.0	976.44	$ 834,000	$ 5,085.32	0.5651%	$ 9,487	$ 791	$ 542	$ 45	$ 613	$ 51	$ 2,903	$ 242	$ 12,390	$ 1,033	$ 10,100	$ 842
15G	2	2	1,176	639.0	1,563.19	$ 1,400,000	$ 7,708.40	0.8566%	$ 14,381	$ 1,198	$ 821	$ 68	$ 929	$ 77	$ 4,400	$ 367	$ 18,781	$ 1,565	$ 15,310	$ 1,276
15H	4	3	2,248	204.0	2,942.35	$ 2,614,000	$ 13,823.41	1.5362%	$ 25,790	$ 2,149	$ 1,473	$ 123	$ 1,666	$ 139	$ 7,890	$ 658	$ 33,680	$ 2,807	$ 27,456	$ 2,288
15K	2	2	1,149	208.0	1,511.73	$ 1,243,000	$ 7,221.36	0.8025%	$ 13,473	$ 1,123	$ 769	$ 64	$ 870	$ 73	$ 4,122	$ 343	$ 17,594	$ 1,466	$ 14,343	$ 1,195
15M	3	3	1,588	156.0	2,079.39	$ 1,706,000	$ 9,782.81	1.0871%	$ 18,251	$ 1,521	$ 1,042	$ 87	$ 1,179	$ 98	$ 5,584	$ 465	$ 23,835	$ 1,986	$ 19,430	$ 1,619
16A (DUPLEX	3	3	2,181	186.0	2,853.75	$ 2,510,000	$ 13,393.49	1.4884%	$ 24,988	$ 2,082	$ 1,427	$ 119	$ 1,614	$ 135	$ 7,645	$ 637	$ 32,632	$ 2,719	$ 26,602	$ 2,217
16C	3	2	1,409		1,834.55	$ 1,530,000	$ 8,472.02	0.9415%	$ 15,806	$ 1,317	$ 903	$ 75	$ 1,021	$ 85	$ 4,836	$ 403	$ 20,642	$ 1,720	$ 16,827	$ 1,402
16E	1	1	721		938.76	$ 783,000	$ 4,335.22	0.4818%	$ 8,088	$ 674	$ 462	$ 38	$ 522	$ 44	$ 2,474	$ 206	$ 10,563	$ 880	$ 8,611	$ 718
16G	2	2	1,176		1,531.18	$ 1,264,000	$ 7,071.04	0.7858%	$ 13,192	$ 1,099	$ 753	$ 63	$ 852	$ 71	$ 4,036	$ 336	$ 17,228	$ 1,436	$ 14,044	$ 1,170
16H	4	3	2,248		2,926.95	$ 2,574,000	$ 13,516.76	1.5021%	$ 25,218	$ 2,101	$ 1,440	$ 120	$ 1,629	$ 136	$ 7,715	$ 643	$ 32,933	$ 2,744	$ 26,847	$ 2,237
16K	2	2	1,149		1,496.02	$ 1,205,000	$ 6,908.70	0.7678%	$ 12,889	$ 1,074	$ 736	$ 61	$ 833	$ 69	$ 3,943	$ 329	$ 16,833	$ 1,403	$ 13,722	$ 1,143
16M	3	3	1,588		2,067.61	$ 1,678,000	$ 9,548.31	1.0611%	$ 17,814	$ 1,484	$ 1,017	$ 85	$ 1,151	$ 96	$ 5,450	$ 454	$ 23,264	$ 1,939	$ 18,965	$ 1,580
17C	3	2	1,450		1,887.93	$ 1,570,000	$ 8,718.55	0.9689%	$ 16,266	$ 1,355	$ 929	$ 77	$ 1,051	$ 88	$ 4,976	$ 415	$ 21,242	$ 1,770	$ 17,317	$ 1,443
17H	3	2	1,813	151.0	2,371.97	$ 2,080,000	$ 11,128.18	1.2367%	$ 20,761	$ 1,730	$ 1,186	$ 99	$ 1,341	$ 112	$ 6,352	$ 529	$ 27,113	$ 2,259	$ 22,102	$ 1,842
17K	2	2	1,145		1,490.82	$ 1,225,000	$ 6,884.65	0.7651%	$ 12,844	$ 1,070	$ 733	$ 61	$ 830	$ 69	$ 3,930	$ 327	$ 16,774	$ 1,398	$ 13,674	$ 1,140
17M	3	3	1,609		2,094.95	$ 1,698,000	$ 9,674.58	1.0751%	$ 18,049	$ 1,504	$ 1,031	$ 86	$ 1,166	$ 97	$ 5,522	$ 460	$ 23,572	$ 1,964	$ 19,215	$ 1,601
Residential Total			147,975	6,732.0	193,175	$147,498,000	$ 894,000.00	100.00%	$ 1,678,831	$ 139,903	$ 95,868	$ 7,989	$108,453	$ 9,038	$513,632.00	$ 42,803	$ 2,192,463	$ 182,705	$ 1,787,284	$ 148,940

*Unit 5B is the Resident Manager's Unit

FOOTNOTES TO RESIDENTIAL SCHEDULE A

(3) Any floor plan or sketch shown to a Prospective Purchaser is only an approximation of the dimensions and layout of a typical Residential Unit. Plans and dimensions may also contain variations from floor to floor. Each Residential Unit should be inspected prior to purchase to determine its actual dimension, layout and physical condition. The number of rooms has been calculated on the basis of one room for each bedroom, dining room and living room having a window and ½ room for each kitchen. The Floor Plans for each Unit are included in Part II of the Offering Plan.

(4) Column D shows the approximate net square footage of each Residential Unit. Column E shows the approximate gross square footage of each Residential Unit

Net Square Footage of Residential Units: The approximate net square footage of a Residential Unit is obtained by horizontally measuring the floor area of the Unit from the exterior side of the exterior Building walls or the exterior point of the party wall on the Land (whichever is greater), from the midpoint of the interior demising partitions separating the Unit from another Unit, from the midpoint of the Common Element of interior walls, partitions and continuous structural elements separating the Unit from stairs or other mechanical equipment spaces or any other Common Elements. Columns, mechanical pipes, shafts and chases, are not deducted from the net floor area measurements. Notwithstanding the foregoing, any Common Elements located within or appurtenant to any Residential Unit shall not be considered as part of that Unit.

Every Residential Unit will consist to a volume measured vertically from the top of the concrete floor to the underside of the concrete or suspended ceiling except that any Common Elements located within any Unit shall not be considered as part of that Residential Unit.

Gross Square Footage of Residential Units: The Residential Common Elements, including, but not limited to, the Residential Section's hallways, elevators, mechanical rooms, stairways, trash rooms and lobby will be allocated (on a square foot percentage basis) to the net square footage of the Residential Units to create the approximate gross square footage of the Residential Units. Prospective Purchasers are advised that the gross square footage is not based upon the measurements from interior surfaces of interior walls, and the actual area comprising a Residential Unit is less than the area listed in Schedule A. All dimensions are approximate within reasonable construction tolerances and variances. Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the Offering Plan.

Outdoor floor areas of terraces appurtenant to a Residential Unit are not included in the Unit's interior floor areas.

(5) The purchase price for any Unit is subject to change and is negotiable. The Plan will be amended to reflect (i) a general price change affecting a group, line, or other category of Unit (as distinguished from an isolated price change), (ii) a price change to be advertised in a newspaper or other media, or (iii) a higher price on an individual Unit. See the section entitled "Changes in Prices or Units" for full details.

Prospective Purchasers are advised that in addition to the purchase price, they will be responsible for certain closing adjustments and will incur closing costs, including a fee of three thousand ($3,000) dollars to Ganfer & Shore, LLP for its services in connection with preparing the Unit Deed, the Unit Owner's Power of Attorney and for coordinating and attending the closing. In the event a Purchaser purchases multiple Units or plans to combine its Unit with a portion of another Unit in the Building, such Purchaser shall be responsible for a fee of three thousand ($3,000) *per* Unit (or portion of Unit) purchased; (ii) if Purchaser requests the closing to occur at an office other than the offices of Ganfer & Shore, LLP, or such other place as Sponsor may designate in its closing notice, and Sponsor and Ganfer & Shore, LLP agree to such change, an attendance fee of $750 for each closing held within Manhattan (and no closing shall be held outside of Manhattan); (iii) if Sponsor, in its sole discretion, consents to Purchaser's request to an assignment of the Purchase Agreement, or for the addition, deletion or substitution of names on the Purchase Agreement, a fee of $1,000; (iv) if the Purchaser purchases a Storage Bin license, a fee of $500 and (v) if the Closing is adjourned through no fault of Sponsor, an additional fee in addition to any amount set forth in the Purchase Agreement of $500 for each such adjournment, which occurs prior to commencement of a closing, to help defray the costs of preparing for and coordinating a new closing. Notwithstanding the foregoing, if a closing is adjourned once a closing has commenced, in order to accommodate, or on account of, Purchaser or Purchaser's lender, then an additional fee of $1,000 will be charged. The preceding fees are cumulative. See the section entitled "Unit Closing Adjustments and Costs" for further discussion. See section entitled "Unit Closing Costs and Adjustments" for further details.

(6) Pursuant to Section 339(i), (iv) and (m) of the Condominium Act, the percentage of Common Interest of each Unit in the Common Elements was based upon the floor space, subject to the location of such space and the additional factors of relative value to other spaces in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. Any dispute relating to the appropriateness of the allocation will be submitted to arbitration pursuant to Article 11 of the By-Laws.

(7) These estimates were prepared for the First Year of Condominium Operation, assuming same will commence on or about January 1, 2017. No portion of the Common Charges will be tax deductible to individuals occupying Units solely as a residence. The following costs

are not included in the Common Charges and must be borne by individual Unit Owners as separate items of expense. See Schedule B-1 for additional details regarding the individual carrying costs applicable to the Units.

(i) the cost of electricity supplied to the Units is separately metered and payable directly by the Unit Owner to the utility company;

(ii) the cost of interior repairs, maintenance and decoration of the Units, including the fixtures, equipment and appliances contained therein;

(iii) any individual insurance coverage for furnishing, belongings, equipment or other personal property in the Unit and/or personal injury occurring within the Unit;

(iv) for a Purchaser receiving purchase money financing, the payments required under his loan; and

(iv) real estate taxes levied against the Unit.

(8) After the Condominium is divided into individual tax lots, 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 the Unit be subject to any lien arising from the non-payment of taxes on other Units.

Sponsor has or will submit an application for tax exemption benefits pursuant to Section 421-a of the New York State Real Property Tax Law. Under Section 421-a qualified multiple dwellings are granted a partial tax exemption from real property taxes for a fifteen (15) year period, during which time the Residential Section's assessed value in excess of the 421-a mini-tax assessed value will be subject to exemption benefits that will be reduced by 20% in each of the 12th-15th years of the benefit period. (See the Opinion of Marcus and Pollack, LLP, dated June 25, 2015 for further details. After the Condominium is divided into individual tax lots, each Residential Unit will be taxed as a separate tax lot for real estate tax purposes and a Unit Owner will not be responsible for the payment of, nor will the Unit be subject to any lien arising from the non-payment of taxes on other Units.

Ganfer & Shore, LLP, Attorneys for Sponsor, have read and reviewed the opinion provided by Marcus & Pollack, LLP (the "Opinion"). Ganfer & Shore, LLP are not taxation experts, have not independently verified the information in the Opinion and make no judgment as to its accuracy.

Based upon: (i) the Opinion being correct, (ii) any updated opinion of Marcus and Pollack, LLP regarding the tax exemptions and valuations being consistent with the Opinion and (iii)

the assumption that the 421a partial exemption will be in effect during the First Year of Condominium Operation, Sponsor has projected the taxes allocated to each Residential Unit based upon a projected taxable assessed valuation of and a tax rate of $12.855 per $100 of assessed valuation for the Residential Units.

Sponsor has also projected the total taxes allocated to the Non-Residential Units consisting of Office, Retail and Parking Units which will not be the subject of 421a partial exemption and which will not be eligible for ICAP partial real estate tax abatement benefits during the First Year of Condominium Operation based upon a projected taxable assessed valuation of $19,367,240 and a tax rate of $10.684 per $100 of assessed valuation.

If the application for 421a tax exemption benefits is denied, or if the exemption application is not effective as of the commencement of the first year of condominium operation, then, based upon Ganfer & Shore, LLP's reliance on the Opinion, and their assumption that it is correct, the real estate taxes for all of the Units will be substantially higher. The taxes, assuming that the Property does not qualify for the 421-a exemption, were projected using an estimated annual assessed valuation of $776,276 applied to the second half of the 2016/17 tax year covering the period from January 1, 2017 through June 30, 2017 and an annual estimated assessed valuation of $7,214,883 applied to the first half of the 2017/18 tax year covering the period from July 1, 2017 through December 31,and a tax rate of $12.855 per $100 of assessed valuation for the Residential Units for both tax years, and a tax rate of $10.684 per $100 for the Non-Residential Units for both tax years.

It has been the practice of the New York City Real Property Assessment Department to increase the assessed valuation attributable to a parcel under construction during and after completion of the construction. However, since no set formula is used to determine the amount of increase, it is impossible to guaranty what the actual increase in the assessed valuation will be.

SPONSOR MAKES NO REPRESENTATION THAT THE ACTUAL ASSESSED VALUATION WILL NOT EXCEED THE PROJECTED ASSESSED VALUATION, OR THAT THE TAX RATE WILL NOT BE GREATER THAN THE PROJECTED RATE, OR THAT THE 421-A STATUTE WILL NOT BE CHANGED. NEITHER THE SPONSOR, COUNSEL TO THE SPONSOR, NOR ANY OTHER PERSON MAKES ANY WARRANTY OR REPRESENTATION THAT THE PARTIAL EXEMPTION FROM REAL ESTATE TAXES WILL BE GRANTED, OR AS TO THE AMOUNT, IF ANY, OF THE MINIMUM TAX THAT WILL BE ASSESSED AGAINST THE UNITS OR THE AMOUNT OF REAL ESTATE TAXES THAT WILL BE PAYABLE AT ANYTIME BY ANY UNIT OWNER.

See Exhibit H to Part II of the Plan, entitled "Real Estate Tax Consultant's Estimate of Taxes" for additional details regarding the projected taxes.

The real estate taxes for each Residential Unit set forth in Schedule A were calculated upon the assumption that the taxes for the First Year of Condominium Operations will be allocated in proportion to each Residential Unit's Percentage Common Interest. Notwithstanding any such allocation, the City of New York taxing authority may, when it establishes the individual tax lots, allocate the taxes in proportion to each Residential Unit's purchase price or may allocate the taxes in such other manner as the taxing authority deems appropriate. Accordingly, Residential Units having the same purchase price may pay different real estate taxes.

In the opinion of Miller & Miller LLP, special counsel to Sponsor, each Residential Unit Owner who occupies his Unit as his primary residence and who itemizes his deductions may, under present income tax laws, deduct from his income, for the purposes of Federal, New York State and New York City income taxes, any real estate taxes paid with respect to his Unit. See the section below entitled "Income Taxes – Deductions for Unit Owners and Tax Status of the Condominium" for further discussion.

Office Schedule A

OFFICE SECTION OF FLUSHING COMMONS
37-10 37th Avenue, Flushing, New York
Offering Prices and Related Information
Projected Carrying Costs for the First Year of Operation
January 1, 2017 through December 31, 2017

Flushing Commons Office Condominium
Offering Prices and Related Information
Projected Carrying Costs for the First Year of Operation
Anticipated First Year of Condominium Operations January 1, 2017 through December 31, 2017

Unit No.	Approx. Gross Square Footage	Unit Designation	Offering Price	Proportionate Share of Office Section Common Interest	Estimated Annual Common Charges	Estimated Monthly Common Charges	Estimated Monthly Real Estate Taxes Assuming Exemption Under ICAP	Estimated Monthly Real Estate Taxes Without ICAP Exemption	Estimated Monthly Carrying Charges Assuming Exemption Under ICAP	Estimated Monthly Carrying Charges Without ICAP Exemption
3A	2,880	Office	$ 3,014,000	1.7524%	$ 28,422	$ 2,368	$ 106	$ 1,399	$ 2,474	$ 3,767
3B	1,940	Office	$ 2,031,000	1.1808%	$ 19,152	$ 1,596	$ 71	$ 943	$ 1,667	$ 2,539
3C	3,144	Office	$ 2,747,000	1.9129%	$ 31,026	$ 2,585	$ 116	$ 1,527	$ 2,701	$ 4,113
3D	2,236	Office	$ 2,340,000	1.3606%	$ 22,068	$ 1,839	$ 82	$ 1,086	$ 1,921	$ 2,925
3E	2,195	Office	$ 2,019,000	1.3358%	$ 21,664	$ 1,805	$ 81	$ 1,066	$ 1,886	$ 2,872
3F	1,532	Office	$ 1,383,000	0.9320%	$ 15,116	$ 1,260	$ 56	$ 744	$ 1,316	$ 2,004
3G	3,154	Office	$ 3,301,000	1.9194%	$ 31,130	$ 2,594	$ 116	$ 1,532	$ 2,710	$ 4,126
3H	2,686	Office	$ 2,934,000	1.6344%	$ 26,508	$ 2,209	$ 99	$ 1,305	$ 2,308	$ 3,514
3I	2,736	Office	$ 2,989,000	1.6649%	$ 27,002	$ 2,250	$ 101	$ 1,329	$ 2,351	$ 3,579
3J	2,196	Office	$ 2,425,000	1.3366%	$ 21,677	$ 1,806	$ 81	$ 1,067	$ 1,887	$ 2,873
3K	2,469	Office	$ 2,414,000	1.5027%	$ 24,373	$ 2,031	$ 91	$ 1,200	$ 2,122	$ 3,231
3L	3,943	Office	$ 3,854,000	2.3994%	$ 38,915	$ 3,243	$ 145	$ 1,916	$ 3,388	$ 5,158
3M	3,748	Office	$ 3,922,000	2.2806%	$ 36,988	$ 3,082	$ 138	$ 1,821	$ 3,220	$ 4,903
3N	4,130	Office	$ 3,990,000	2.5134%	$ 40,764	$ 3,397	$ 152	$ 2,007	$ 3,549	$ 5,404
3P	3,877	Office	$ 4,057,000	2.3593%	$ 38,264	$ 3,189	$ 143	$ 1,883	$ 3,331	$ 5,072
4A	3,517	Office	$ 3,721,000	2.1401%	$ 34,710	$ 2,893	$ 129	$ 1,709	$ 3,022	$ 4,601
4B	2,116	Office	$ 2,336,000	1.2876%	$ 20,883	$ 1,740	$ 78	$ 1,028	$ 1,818	$ 2,768
4C	1,388	Office	$ 1,532,000	0.8445%	$ 13,697	$ 1,141	$ 51	$ 674	$ 1,192	$ 1,816
4D	1,485	Office	$ 1,640,000	0.9039%	$ 14,660	$ 1,222	$ 55	$ 722	$ 1,276	$ 1,943
4E	2,001	Office	$ 2,232,000	1.2178%	$ 19,751	$ 1,646	$ 74	$ 972	$ 1,719	$ 2,618
4F	1,999	Office	$ 2,229,000	1.2162%	$ 19,725	$ 1,644	$ 73	$ 971	$ 1,717	$ 2,615
5A	3,517	Office	$ 3,741,000	2.1401%	$ 34,710	$ 2,893	$ 129	$ 1,709	$ 3,022	$ 4,601
5B	2,116	Office	$ 2,360,000	1.2876%	$ 20,883	$ 1,740	$ 78	$ 1,028	$ 1,818	$ 2,768
5C	1,388	Office	$ 1,548,000	0.8445%	$ 13,697	$ 1,141	$ 51	$ 674	$ 1,192	$ 1,816
5D	1,485	Office	$ 1,657,000	0.9039%	$ 14,660	$ 1,222	$ 55	$ 722	$ 1,276	$ 1,943
5E	2,001	Office	$ 2,255,000	1.2178%	$ 19,751	$ 1,646	$ 74	$ 972	$ 1,719	$ 2,618
5F	1,999	Office	$ 2,252,000	1.2162%	$ 19,725	$ 1,644	$ 73	$ 971	$ 1,717	$ 2,615
6A	3,517	Office	$ 3,761,000	2.1401%	$ 34,710	$ 2,893	$ 129	$ 1,709	$ 3,022	$ 4,601
6B	2,116	Office	$ 2,372,000	1.2876%	$ 20,883	$ 1,740	$ 78	$ 1,028	$ 1,818	$ 2,768
6C	1,388	Office	$ 1,556,000	0.8445%	$ 13,697	$ 1,141	$ 51	$ 674	$ 1,192	$ 1,816
6D	1,485	Office	$ 1,665,000	0.9039%	$ 14,660	$ 1,222	$ 55	$ 722	$ 1,276	$ 1,943
6E	2,001	Office	$ 2,267,000	1.2178%	$ 19,751	$ 1,646	$ 74	$ 972	$ 1,719	$ 2,618
6F	1,999	Office	$ 2,275,000	1.2162%	$ 19,725	$ 1,644	$ 73	$ 971	$ 1,717	$ 2,615
7A	3,517	Office	$ 3,782,000	2.1401%	$ 34,710	$ 2,893	$ 129	$ 1,709	$ 3,022	$ 4,601
7B	2,116	Office	$ 2,385,000	1.2876%	$ 20,883	$ 1,740	$ 78	$ 1,028	$ 1,818	$ 2,768
7C	1,388	Office	$ 1,564,000	0.8445%	$ 13,697	$ 1,141	$ 51	$ 674	$ 1,192	$ 1,816
7D	1,485	Office	$ 1,674,000	0.9039%	$ 14,660	$ 1,222	$ 55	$ 722	$ 1,276	$ 1,943
7E	2,001	Office	$ 2,278,000	1.2178%	$ 19,751	$ 1,646	$ 74	$ 972	$ 1,719	$ 2,618
7F	1,999	Office	$ 2,287,000	1.2162%	$ 19,725	$ 1,644	$ 73	$ 971	$ 1,717	$ 2,615
8A	3,517	Office	$ 3,802,000	2.1401%	$ 34,710	$ 2,893	$ 129	$ 1,709	$ 3,022	$ 4,601
8B	2,116	Office	$ 2,397,000	1.2876%	$ 20,883	$ 1,740	$ 78	$ 1,028	$ 1,818	$ 2,768
8C	1,388	Office	$ 1,572,000	0.8445%	$ 13,697	$ 1,141	$ 51	$ 674	$ 1,192	$ 1,816

8D	1,485	Office	$ 1,683,000	0.9039%	$ 14,660	$ 1,222	$ 55	$ 722	$ 1,276	$ 1,943	
8E	2,001	Office	$ 2,290,000	1.2178%	$ 19,751	$ 1,646	$ 74	$ 972	$ 1,719	$ 2,618	
8F	1,999	Office	$ 2,298,000	1.2162%	$ 19,725	$ 1,644	$ 73	$ 971	$ 1,717	$ 2,615	
9A	3,517	Office	$ 3,822,000	2.1401%	$ 34,710	$ 2,893	$ 129	$ 1,709	$ 3,022	$ 4,601	
9B	2,116	Office	$ 2,409,000	1.2876%	$ 20,883	$ 1,740	$ 78	$ 1,028	$ 1,818	$ 2,768	
9C	1,388	Office	$ 1,580,000	0.8445%	$ 13,697	$ 1,141	$ 51	$ 674	$ 1,192	$ 1,816	
9D	1,485	Office	$ 1,691,000	0.9039%	$ 14,660	$ 1,222	$ 55	$ 722	$ 1,276	$ 1,943	
9E	2,001	Office	$ 2,301,000	1.2178%	$ 19,751	$ 1,646	$ 74	$ 972	$ 1,719	$ 2,618	
9F	1,999	Office	$ 2,310,000	1.2162%	$ 19,725	$ 1,644	$ 73	$ 971	$ 1,717	$ 2,615	
10A	3,517	Office	$ 3,519,000	2.1401%	$ 34,710	$ 2,893	$ 129	$ 1,709	$ 3,022	$ 4,601	
10B	2,116	Office	$ 2,360,000	1.2876%	$ 20,883	$ 1,740	$ 78	$ 1,028	$ 1,818	$ 2,768	
10C	1,388	Office	$ 1,548,000	0.8445%	$ 13,697	$ 1,141	$ 51	$ 674	$ 1,192	$ 1,816	
10D	1,485	Office	$ 1,657,000	0.9039%	$ 14,660	$ 1,222	$ 55	$ 722	$ 1,276	$ 1,943	
10E	2,001	Office	$ 2,255,000	1.2178%	$ 19,751	$ 1,646	$ 74	$ 972	$ 1,719	$ 2,618	
10F	1,999	Office	$ 2,252,000	1.2162%	$ 19,725	$ 1,644	$ 73	$ 971	$ 1,717	$ 2,615	
11A	3,517	Office	$ 3,539,000	2.1401%	$ 34,710	$ 2,893	$ 129	$ 1,709	$ 3,022	$ 4,601	
11B	2,116	Office	$ 2,372,000	1.2876%	$ 20,883	$ 1,740	$ 78	$ 1,028	$ 1,818	$ 2,768	
11C	1,388	Office	$ 1,556,000	0.8445%	$ 13,697	$ 1,141	$ 51	$ 674	$ 1,192	$ 1,816	
11D	1,485	Office	$ 1,665,000	0.9039%	$ 14,660	$ 1,222	$ 55	$ 722	$ 1,276	$ 1,943	
11E	2,001	Office	$ 2,267,000	1.2178%	$ 19,751	$ 1,646	$ 74	$ 972	$ 1,719	$ 2,618	
11F	1,999	Office	$ 2,264,000	1.2162%	$ 19,725	$ 1,644	$ 73	$ 971	$ 1,717	$ 2,615	
12A	3,345	Office	$ 3,386,000	2.0358%	$ 33,017	$ 2,751	$ 123	$ 1,625	$ 2,874	$ 4,377	
12B	1,894	Office	$ 2,135,000	1.1527%	$ 18,696	$ 1,558	$ 70	$ 920	$ 1,628	$ 2,478	
12C	1,361	Office	$ 1,534,000	0.8284%	$ 13,436	$ 1,120	$ 50	$ 661	$ 1,170	$ 1,781	
12D	1,361	Office	$ 1,534,000	0.8284%	$ 13,436	$ 1,120	$ 50	$ 661	$ 1,170	$ 1,781	
12E	1,248	Office	$ 1,421,000	0.7594%	$ 12,316	$ 1,026	$ 46	$ 606	$ 1,072	$ 1,633	
12F	1,500	Office	$ 1,708,000	0.9127%	$ 14,803	$ 1,234	$ 55	$ 729	$ 1,289	$ 1,962	
13A	3,345	Office	$ 3,405,000	2.0358%	$ 33,017	$ 2,751	$ 123	$ 1,625	$ 2,874	$ 4,377	
13B	1,894	Office	$ 2,146,000	1.1527%	$ 18,696	$ 1,558	$ 70	$ 920	$ 1,628	$ 2,478	
13C	1,361	Office	$ 1,542,000	0.8284%	$ 13,436	$ 1,120	$ 50	$ 661	$ 1,170	$ 1,781	
13D	1,361	Office	$ 1,542,000	0.8284%	$ 13,436	$ 1,120	$ 50	$ 661	$ 1,170	$ 1,781	
13E	1,248	Office	$ 1,428,000	0.7594%	$ 12,316	$ 1,026	$ 46	$ 606	$ 1,072	$ 1,633	
13F	1,500	Office	$ 1,716,000	0.9127%	$ 14,803	$ 1,234	$ 55	$ 729	$ 1,289	$ 1,962	
Office Total	**164,332**		**$ 177,695,000**	**100.00%**	**$ 1,621,880**	**$ 135,157**	**$6,042**	**$ 79,834**	**$ 141,199**	**$ 214,990**	

FOOTNOTES TO OFFICE SCHEDULE A

(3) Any floor plan or sketch shown to a Prospective Purchaser is only an approximation of the dimensions and layout of a typical Office Unit. Plans and dimensions may also contain variations from floor to floor. Each Office Unit should be inspected prior to purchase to determine its actual dimension, layout and physical condition. The number of rooms has been calculated on the basis of one room for each bedroom, dining room and living room having a window and ½ room for each kitchen. The Floor Plans for each Unit are included in Part II of the Offering Plan. Purchasers of Office Units are advised that the Office Units will be sold as a "White Box" finished with drywall only and with capped utility connections.

(4) Column C shows the approximate gross square footage of each Office Unit. The gross square footage of the Office Units shall consist of the area measured horizontally from the exterior surface of the exterior Building walls or the exterior point of the party wall on the Land (whichever is greater), from the midpoint of the interior demising partitions separating the Unit from another Unit, from the midpoint of the common element of interior walls to the midpoint of partitions separating the Unit from stairs or other mechanical equipment spaces or any other Common Elements. Columns, mechanical pipes, shafts and chases, are not deducted for the purpose of these floor area measurements. In addition, the Office Common Elements, including, but not limited to, the Office Section's hallways, stairways, trash rooms, mechanical rooms, elevators, public toilet rooms and Office entrance lobby, have been apportioned (on a square foot percentage basis) to the gross square footage of each Office Unit. Every Office Unit will consist to a volume measured vertically from the top of the concrete floor to the underside of the concrete or suspended ceiling except that any Common Elements located within any Office Unit shall not be considered as part of that Office Unit.

(5) The purchase price for any Office Unit is subject to change and is negotiable. The Plan will be amended to reflect (i) a general price change affecting a group, line, or other category of Unit (as distinguished from an isolated price change), (ii) a price change to be advertised in a newspaper or other media, or (iii) a higher price on an individual Unit. See the section entitled "Changes in Prices or Units" for full details.

Prospective Purchasers are advised that in addition to the purchase price, they will be responsible for certain closing adjustments and will incur closing costs, including a fee of three thousand ($3,000) dollars to Ganfer & Shore, LLP for its services in connection with preparing the Unit Deed, the Unit Owner's Power of Attorney and for coordinating and attending the closing. In the event a Purchaser purchases multiple Units or plans to combine its Unit with a portion of another Unit in the Building, such Purchaser shall be responsible for a fee of three thousand ($3,000) *per* Unit (or portion of Unit) purchased; (ii) if Purchaser requests the closing to occur at an office other than the offices of Ganfer & Shore, LLP, or such other place as Sponsor may designate in its closing notice, and

Sponsor and Ganfer & Shore, LLP agree to such change, an attendance fee of $750 for each closing held within Manhattan (and no closing shall be held outside of Manhattan); (iii) if Sponsor, in its sole discretion, consents to Purchaser's request to an assignment of the Purchase Agreement, or for the addition, deletion or substitution of names on the Purchase Agreement, a fee of $1,000; (iv) if the Purchaser purchases a Storage Bin license, a fee of $500; and (v) if the Closing is adjourned through no fault of Sponsor, an additional fee in addition to any amount set forth in the Purchase Agreement of $500 for each such adjournment, which occurs prior to commencement of a closing, to help defray the costs of preparing for and coordinating a new closing. Notwithstanding the foregoing, if a closing is adjourned once a closing has commenced, in order to accommodate, or on account of, Purchaser or Purchaser's lender, then an additional fee of $1,000 will be charged. The preceding fees are cumulative. See the section entitled "Unit Closing Adjustments and Costs" for further discussion. See section entitled "Unit Closing Costs and Adjustments" for further details.

(6) Pursuant to Section 339(i), (iv) and (m) of the Condominium Act, the percentage of Common Interest of each Unit in the Common Elements was based upon the floor space, subject to the location of such space and the additional factors of relative value to other spaces in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. Any dispute relating to the appropriateness of the allocation will be submitted to arbitration pursuant to Article 11 of the By-Laws.

(7) These estimates were prepared for the First Year of Condominium Operation, assuming same will commence on or about January 1, 2017. The following costs are not included in the Common Charges and must be borne by individual Unit Owners as separate items of expense. See Schedule B-1 for additional details regarding the individual carrying costs applicable to the Units.

(i) the cost of electricity supplied to the Units is separately metered and payable directly by the Unit Owner to the utility company;

(ii) the cost of interior repairs, maintenance and decoration of the Units, including the fixtures, equipment and appliances contained therein;

(iii) any individual insurance coverage for furnishing, belongings, equipment or other personal property in the Unit and/or personal injury occurring within the Unit;

(iv) for a Purchaser receiving purchase money financing, the payments required under his loan; and

(v) real estate taxes levied against the Unit.

(8) After the Condominium is divided into individual tax lots, 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 the Unit be subject to any lien arising from the non-payment of taxes on other Units.

Ganfer & Shore, LLP, Attorneys for Sponsor, have read and reviewed the Opinion. Ganfer & Shore, LLP are not taxation experts, have not independently verified the information in the Opinion and make no judgment as to its accuracy.

Based upon: (i) the Opinion being correct, (ii) any updated opinion of Marcus and Pollack, LLP regarding the tax exemptions and valuations being consistent with the Opinion and (iii) the assumption that the 421a partial exemption will be in effect during the First Year of Condominium Operation, Sponsor has projected the taxes allocated to each Residential Unit based upon a projected taxable assessed valuation of 108,453 and a tax rate of $12.855 per $100 of assessed valuation for the Residential Units. Sponsor has also projected the total taxes allocated to the Non-Residential Units consisting of Office, Retail and Parking Units which will not be the subject of 421a partial exemption and which will not be eligible for ICAP partial real estate tax abatement benefits during the First Year of Condominium Operation based upon a projected taxable assessed valuation of $19,367,240 and a tax rate of $10.684 per $100 of assessed valuation.

If the application for 421a tax exemption benefits is denied, or if the exemption application is not effective as of the commencement of the first year of condominium operation, then, based upon Ganfer & Shore, LLP's reliance on the Opinion, and their assumption that it is correct, the real estate taxes for all of the Units will be substantially higher. The taxes, assuming that the Property does not qualify for the 421-a exemption, were projected using an estimated annual assessed valuation of $776,276 applied to the second half of the 2016/17 tax year covering the period from January 1, 2017 through June 30, 2017 and an annual estimated assessed valuation of $7,214,883 applied to the first half of the 2017/18 tax year covering the period from July 1, 2017 through December 31,and a tax rate of $12.855 per $100 of assessed valuation for the Residential Units for both tax years, and a tax rate of $10.684 per $100 for the Non-Residential Units for both tax years.

Sponsor filed a Preliminary Application for partial abatement from real estate taxes with the New York City Department of Finance on January 28, 2014 for the Non-Residential Units consisting of Office, Retail and Parking Units pursuant to Section 489-aaaaaa through 489-kkkkkk of the New York Real Property Tax Law ("ICAP"). Prospective Purchasers are advised that there can be no assurance that any such application will be granted. If the abatement is granted, the abatement is for a limited period not to exceed twenty-five (25) years and will decrease progressively during such twenty-five (25) year period. See Section entitled "Tax Exemption Benefits" of Part I of the Plan and the Opinion set forth as Exhibit "I" for additional information regarding the potential benefits. Notwithstanding anything

herein to the contrary, in no event shall Sponsor be liable to any Purchaser if the abatement application is denied for any reason whatsoever, nor shall the failure to obtain the benefits be the basis for any Purchaser to refuse to close title to his/her/their Unit. Neither the Sponsor, counsel to the Sponsor, nor any other person makes any warranty or representation that the partial abatement from real estate taxes will be granted, or the amount of real estate taxes that will be payable at any time by any Non-Residential Unit Owner.

It has been the practice of the New York City Real Property Assessment Department to increase the assessed valuation attributable to a parcel under construction during and after completion of the construction. However, since no set formula is used to determine the amount of increase, it is impossible to guaranty what the actual increase in the assessed valuation will be.

SPONSOR MAKES NO REPRESENTATION THAT THE ACTUAL ASSESSED VALUATION WILL NOT EXCEED THE PROJECTED ASSESSED VALUATION, OR THAT THE TAX RATE WILL NOT BE GREATER THAN THE PROJECTED RATE, OR THAT THE 421-A STATUTE WILL NOT BE CHANGED. NEITHER THE SPONSOR, COUNSEL TO THE SPONSOR, NOR ANY OTHER PERSON MAKES ANY WARRANTY OR REPRESENTATION THAT THE PARTIAL EXEMPTION FROM REAL ESTATE TAXES WILL BE GRANTED, OR AS TO THE AMOUNT, IF ANY, OF THE MINIMUM TAX THAT WILL BE ASSESSED AGAINST THE UNITS OR THE AMOUNT OF REAL ESTATE TAXES THAT WILL BE PAYABLE AT ANYTIME BY ANY UNIT OWNER.

See Exhibits H and I to Part II of the Plan, entitled "Real Estate Tax Consultant's Estimate of Taxes" for additional details regarding the projected taxes.

The real estate taxes for each Office Unit set forth in the Office Schedule A were calculated upon the assumption that the taxes for the First Year of Condominium Operations will be allocated in proportion to each Office Unit's Percentage Common Interest. Notwithstanding any such allocation, the City of New York taxing authority may, when it establishes the individual tax lots, allocate the taxes in proportion to each Office Unit's purchase price or may allocate the taxes in such other manner as the taxing authority deems appropriate. Accordingly, Office Units having the same purchase price may pay different real estate taxes.

PROJECTED BUDGETS

SCHEDULE B: OFFICE BUDGET
SCHEDULE B-1: RESIDENTIAL BUDGET
SCHEDULE B-2: MASTER BUDGET
SCHEDULE C: PROPERTY OWNERS ASSOCIATION

SCHEDULE B
PROJECTED OFFICE BUDGET

FLUSHING COMMONS OFFICE CONDOMINIUM
Projected Budget for First Year of Condominium Operation (See Note 1)
January 1, 2017 to December 31, 2017

ESTIMATED INCOME

Common Charges – Office Units (Note 2)	$1,621,880
Total Estimated Common Charges	$1,621,880

ESTIMATED EXPENSES

Gas (Heat and Hot Water) (Note 3)	$ 87,874
Electricity (Note 4)	$ 89,284
Water Charges and Sewer Rent (Note 5)	$ 54,272
Repairs and Maintenance (Note 6)	$ 121,000
Service Contracts (Note 7)	$ 740,258
General Common Charges (Note 8)	$ 316,897
Insurance (Note 9)	$ 57,295
Management Fee (Note 10)	$ 50,000
Legal and Audit (Note 11)	$ 25,000
Other Expenses (Note 12)	$ 30,000
Contingencies (Note 13)	$ 50,000
Total (Note 14)	$1,621,880

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

NOTES TO SCHEDULE B

(1) First Year of Condominium Operations:

Amounts are projected on the assumption that the First Year of Office Section Operation will be the year from January 1, 2017 to December 31 2017. The actual First Year of Office Section Operation may be earlier or later than that year. If the actual or anticipated date of commencement of Office Section operations is delayed by more than six (6) months from the commencement of the projected First Year of Office Section Operation, Sponsor will amend the Plan to include a revised budget disclosing current projections ("Revised Budget Amendment"). If such amended projections exceed original projections by twenty-five 25% percent or more, Sponsor will offer all Purchasers that entered into Agreements prior to the date of the Revised Budget Amendment the right to rescind for a period of fifteen (15) days after the date of the presentation of the Revised Budget Amendment setting forth the right to rescind and any Purchasers electing rescission pursuant to such offer will have their Deposit returned.

Purchasers should note that even if the First Office Unit Closing occurs on or before January 1, 2017 (or such other date projected as the date of commencement of the first year of Office Section operation at the time the purchase agreement was entered into) or within the twelve month period thereafter, the closing of subsequent Office Units may be substantially delayed beyond such dates if a temporary Certificate of Occupancy has not been issued for such Office Units or for the floor on which such Office Units are located. In such case, provided that Sponsor is diligently pursing completion of construction and the issuance of a Certificate of Occupancy and is otherwise in compliance with its obligations under the Plan, Purchaser will not be entitled to a right of rescission or to make claims against Sponsor for damages or losses as a result of such delays and will not be excused from paying the full Purchase Price for the Office Unit. PROSPECTIVE PURCHASES SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE AN OFFICE UNIT.

(2) Office Common Expenses:

Office Common Expenses include the costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Office Common Elements and the provision of services to the Office Unit Owners in general, such as: utilities and management of the Office Section, certain insurance coverage's for the Office Common Elements and the Office Board, the Office Managing Agent, service contracts, legal , and the repairs and replacements for the Office Common Elements. Purchasers are advised that all budget projections are estimates and approximations. The projections were made by Sponsor in conjunction with First Service Residential, Sponsor's budget projection consultant ("Consultant"). Although the projections are believed to be reasonable, they are not assured or guaranteed.

(3) Gas (Heating & Hot Water): ($87,874)

Con Edison gas is used to provide heat and hot water to the Office Section. AKF Group, located at 330 West 42nd Street, New York, New York, 10036, in their letter dated March 26, 2015, has estimated that the consumption of gas for Heat and Hot Water for the Office Section for the First Year of Condominium Operation will be 90,750 therms per year.

Year Cost	Gas Consumption	Average Cost Of Gas (per therm.)	Projected Total
2015	90,750 (Therms)	$0.90 per Therm. x 6% increase	$87,874

Fuel shortages and other factors may raise the cost of gas higher than current rates. It is believed that the current figure should be sufficient to cover the cost of gas during the First Year of Condominium Operation. However, no warranty is made that the projection for gas will be in accordance with the actual cost of the same during the First Year of Condominium Operation.

(4) Electric: ($89,284)

The Office Units use electric provided by Consolidated Edison and will be separately metered. In addition, electric is used to provide central A/C and other Office Common Element uses. The Mechanical Engineer, AKF Group, located at 330 West 42nd Street, New York, New York, 10036, in their letter dated March 26, 2015, has estimated that the consumption of electric for the year will be 366,200 kWh/yr of electric for the Office Common Element uses for the Office Section.

The budget amount for electric is arrived at by multiplying the projected consumption for the Office Section Common Elements by the most recent rates posted by Consolidated Edison, increased by six percent (6%).

Year Cost	Project Consumption	Average Cost/Fuel	Projected Total
2015	366,200 KWHRS	@ $.23 per KW/HR x 6% increase	$89,284

(5) Water & Sewer: ($54,272)

AKF Group, located at 330 West 42nd Street, New York, New York, 10036, in their letter dated March 26, 2015, estimates the cost for water and sewer charges for the Office Section, based on a an estimated daily consumption of 15 gallons per day per person at a combined charge of $9.27 per 100 cu. ft. the estimated occupancy is based on an average of 7.0 persons per 1,000 square feet of commercial office space. A 6% increase has been factored into this estimate for inflation.

(6) Repairs and Maintenance: ($121,000)

Does not include repairs, painting, maintenance, or supplies for individual Office Units, all of which are the responsibility of the individual Office Unit Owners. The budgeted figure is based on an estimation of repairs to the interior of the Office Section (including walls), the plumbing and electrical systems, painting of public areas, the Office heating system (including pipes and control devices regulating distribution in the Office Section) and various supplies (such as cleaning supplies and materials, lubricants, bulbs, public fixtures, general and hardware supplies). No amount is included for items covered by construction warranties or to cover the cost of any major capital expenditure in the Office Section. The budgeted amount is based on the Sponsor's Budget Experts experience in operating other buildings of comparable size and quality and mixed use. The Sponsor's Budget Experts has over 25 years of experience in the management industry and First Service Residential managers over 250 cooperative and condominium buildings in New York City.

(7) Service Contracts and Supplies: ($740,258)

This figure represents the estimated annual cost of services and supplies (including service contracts) provided to and for the benefit of the Office Section is as follows:

Elevator Maintenance	$48,000
Exterminating	$5,000
Contract Labor (24/7 Front Desk Attendant/Fire Safety Director)	$169,478
Contract Labor (1 Full Time Superintendent and 3 Full Time Porters)	$241,280
Supplies	$50,000
Central Station Monitoring	$3,000
Fire Extinguishers	$1,500
Landscaping	$35,000
Flowers	$12,000
Fire Protection	$30,000
Private Rubbish Removal	$60,000
Uniforms	$10,000
Metal and Marble	$25,000
Sub-Metering	$5,000
HVAC	$25,000
Telephone/Mobile/Internet	$15,000
Security (ID Cards)	$5,000
Total	**$740,258**

The foregoing is based on the experience of First Service Residential in other similar buildings. The Sponsor's Budget Experts has over 25 years of experience in the management industry and First Service Residential managers over 250 cooperative and condominium buildings in New York City.

No service contracts have been entered into at the time of the submission of this Plan to the Attorney General.

(8) General Common Charges: ($316,897)

A portion of the Office Common Charges payable by the Office Unit Owners represents the Office Section's allocated portion of General Common Charges assessed by the Condominium Board against the Office Section in accordance with the Condominium By-Laws. Please refer to Schedule B-2 and the Notes thereto for further details.

(9) Insurance: ($57,295)

There are insurance coverages for the Master Condominium that are part of the Master Condominium Budget, (Schedule B-2) and the premium for those coverages are included in the General Common Charges paid by the Office Section. In addition, there are other insurance coverages that are specific to the Office Section that are part of the Office Budget (Schedule B) and the premiums for those coverages are included in the Office Condominium's common charges.

The terms of the fire, casualty and general liability insurance will provide (i) that each Unit Owner is an additional insured, (ii) that there will be no cancellation without prior notice to the Board of Managers, (iii) a waiver of subrogation, (iv) a waiver of invalidity because of the acts of the insured and Unit Owners and (v) a waiver of pro-rata reduction if Unit Owners obtain additional coverage.

Insurance for the Office Section is projected based on the insurance costs provided by MR Coopers. Ltd. located at 622 Third Avenue, New York, New York, 10022, based on the letter dated February 20, 2015.

Office Unit Owners are required to obtain liability and property coverage with respect to their Units as more fully set forth in the Declaration. See Note 12 in Schedule B-2.

The insurance for The Office Board of Managers of the Office Section of the Flushing Commons Condominium in an agreed amount on the building as follows:

Commercial General Liability Insurance subject to a limit of $1,000,000 per occurrence and

$2,000,000 Annual Aggregate for Bodily Injury, Personal Injury and Property Damage.

Personal and Advertising Injury	$1,000,000
Fire Damage Liability	$50,000
Medical Expense	$5,000
Hired / Non Owned Auto Liability	$1,000,000
Water Damage Legal Liability	$1,000,000
Crime Insurance	
Employee Dishonesty Limit	$500,000
Managing Agent Rider	$500,000

Deductible $1,000

Directors and Officers Liability
$1,000,000 Claims Made Basis (includes Managing Agent's rider as additional insured)
Deductible $5,000
Includes Managing Agent's rider as Additional Insured

Umbrella Liability limit of $100,000,000, per occurrence and aggregate.
$10,000 Deductible
Includes Excess Directors & Officers

Total Premium $57,295

(10) Management Fee: ($50,000)

Based on a proposed agreement with First Service Residential NY Inc. for a term of one (1) year. The services of the Managing Agent shall commence upon the conveyance of title by the Sponsor of the first Unit in the Office Condominium and shall continue until the first anniversary of such date. The fee will be $50,000 for the first year, which is approximately $55.55 per unit per month.

This management fee reflects the prevailing cost for similar services. It is based on the size of the building and number of Residential Units. First Service Residential is not affiliated with Sponsor.

For further details as to the responsibilities of the Managing Agent, see the section of the Plan entitled "Management Agreements and Contracts".

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

Based upon the estimate set forth in a letter dated February 25, 2015 from Tarlow & Co., C.P.A.'s, located at 7 Penn Plaza, Suite 210, New York, New York, 10001, Sponsor has budgeted $12,000.00 for estimated auditing and accounting fees in connection with the preparation of the audited financial statements for the Office Section's First Year of Condominium Operation and Federal, state and city income tax returns. The balance of the budgeted amount ($13,000.00) has been estimated to provide for minor legal services to be rendered in connection with the operation of the Building such as attendance at Board meetings, preparation of Board minutes and negotiation of minor agreements. This amount has been allocated between the Units on the basis of Common Interest.

(12) Other Expenses: ($30,000)

Other Expenses for the Office Section covers the ongoing need for telephone, office supplies, office equipment, postage, special communications and mailings to the Unit Owners, annual

meetings and other expenses. It has been estimated at $25,000 for the first year. The foregoing is based on the experience of First Service Residential in other similar buildings. The Sponsor's Budget Experts has over 25 years of experience in the management industry and First Service Residential managers over 250 cooperative and condominium buildings in New York City.

Telephone and Communications	$5,000
Printing and Postage	$5,000
Permits/Inspection Fees	$5,000
General	$10,000

(13) Contingency: ($50,000)

This fund may be used at the discretion of the Office Condominium Board, as applicable, toward unforeseen expenses or other appropriate Office Section expenses. The purpose of the Contingency Fund is intended to provide-for any unanticipated expenses or unanticipated increase in projected expenses.

(14) Total Expenses:

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

SCHEDULE B-1
PROJECTED RESIDENTIAL BUDGET

THE RESIDENTIAL SECTION OF THE FLUSHING COMMONS CONDOMINIUM
Projected Budget for First Year of Condominium Operation (See Note 1)
January 1, 2017 to December 31, 2017

ESTIMATED INCOME

Common Charges – Residential Units (Note 2)	$1,678,831
Storage Unit License Fees (Note 3)	$ 10,848
Total Estimated Common Charges	$1,689,679

ESTIMATED EXPENSES

Payroll and Related Expenses (Note 4)	$ 344,582
Gas (Heat and Hot Water (Note 5)	$ 48,018
Electricity (Note 6)	$ 190,270
Gas (Cooking) (Note 7)	$ 70,278
Water Charges and Sewer Rent (Note 8)	$ 99,110
Repairs and Maintenance (Note 9)	$ 60,500
Service Contracts (Note 10)	$ 400,200
General Common Charges (Note 11)	$ 209,392
Insurance (Note 12)	$ 49,400
Management Fee (Note 13)	$ 60,000
Resident Managers Unit (Note 14)	$ 19,468
Legal and Audit (Note 15)	$ 15,000
Other Expenses (Note 16)	$ 18,000
Contingencies (Note 17)	$ 25,000
Replacement Reserve (Note 18)	$ 80,461
Total (Note 19)	$1,689,679

The Notes to Schedule B-1 below are an integral part of this Schedule and should be read in conjunction herewith.

NOTES TO SCHEDULE B-1

(1) First Year of Condominium Operations:

Amounts are projected on the assumption that the First Year of Residential Section Operation will be the year from January 1, 2017 to December 31 2017. The actual First Year of Residential Section Operation may be earlier or later than that year. If the actual or anticipated date of commencement of Residential Section operations is delayed by more than six (6) months from the commencement of the projected First Year of Residential Section Operation, Sponsor will amend the Plan to include a revised budget disclosing current projections ("Revised Budget Amendment"). If such amended projections exceed original projections by twenty-five 25% percent or more, Sponsor will offer all Purchasers that entered into Agreements prior to the date of the Revised Budget Amendment the right to rescind for a period of fifteen (15) days after the date of the presentation of the Revised Budget Amendment setting forth the right to rescind and any Purchasers electing rescission pursuant to such offer will have their Deposit returned.

Purchasers should note that even if the First Residential Closing occurs on or before January 1, 2017 (or such other date projected as the date of commencement of the first year of Residential Section operation at the time the purchase agreement was entered into) or within the twelve month period thereafter, the closing of subsequent Residential Units may be substantially delayed beyond such dates if a temporary Certificate of Occupancy has not been issued for such Residential Units or for the floor on which such Residential Units are located. In such case, provided that Sponsor is diligently pursing completion of construction and the issuance of a Certificate of Occupancy and is otherwise in compliance with its obligations under the Plan, Purchaser will not be entitled to a right of rescission or to make claims against Sponsor for damages or losses as a result of such delays and will not be excused from paying the full Purchase Price for the Residential Unit. PROSPECTIVE PURCHASES SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A RESIDENTIAL UNIT.

(2) Residential Common Expenses:

Residential Common Expenses include the costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to the Residential Common Elements (and, if structural, the Residential Limited Common Elements) and the provision of services to the Residential Unit Owners in general, such as: payroll and benefits for the employees of the Residential Board, certain insurance coverage's for the Residential Common Elements and the Residential Board, the Residential Managing Agent, service contracts, legal , and the repairs and replacements for the Residential Common Elements (and if structural, Residential Limited Common Elements). Purchasers are advised that all budget projections are estimates and approximations. The projections were made by Sponsor in conjunction with First Service Residential, Sponsor's budget projection consultant

("Consultant"). Although the projections are believed to be reasonable, they are not assured or guaranteed.

(3) License Fees for Storage Units: ($10,848)

There are 35 Storage Units located on the 4th Floor of the Residential Tower. The Condominium will charge a license fee for the use of the individual Storage Unit. Each holder of a Storage Unit License will be charged a monthly License Fees based on the square footage of each individual Storage Unit. The monthly License Fees projected herein are based upon estimated expenses for the twelve (12) month period commencing January 1, 2017. The Residential Common Charges will be offset by the income derived by the Storage Bin License Units in the amount of $10,848.

(4) Residential Payroll and Benefits: ($344,582)

1/1/2017-12/31/2017

The Residential Section Building staff shall consist of:

Residential Manager (1 employee)			
$65,000			
Handyman (1 employee)	$1,047.20 x 52		
$54,446			
Porters (2 employees)	$687.20 x 52	(At 75% Wage Rate)	
			$74,090
	WAGES		
			$193,535

Gross Payroll was multiplied by 1.1538 to bring the pay year to 60 weeks to allow for sick days, holidays, vacation pay and overtime.

TOTAL WAGES	$223,310

All staff will be full-time employees. The building is classified as Class "A" for the purpose of defining the wage scale. The projected expenses for wages, salaries and benefits as well as the assumptions described herein, are believed to be reasonable and reflect the experience of Sponsor's Consultant, in managing comparable mixed use buildings of similar size and level of amenities. The wages and benefits comply with Schedule §230 for prevailing wages and benefits as set by the Office of the Comptroller of the City of New York. Such level of staffing complies with all applicable housing and labor laws. The Residential Manager will reside in the building in Unit 5B and will include electric and phone service. The building will be staffed 24/7 and will provide the required janitorial services as required by law.

The following expenses are mandated by law for each employee:

FICA Employer	7.65%	$17,083

NY State Unemployment	(1st $8,500)	9.9%	$5,544
Federal Unemployment	(.8% of 1st $14,000)	.8%	$272
State Disability Insurance	(Annual)	$45.00	$180
Workers Compensation	(5.5% of Wages)		$11,165
Total Payroll Taxes			$34,245
Each employee will receive the following additional benefits			
Supplemental Benefit	(Per Employee)	$21,757	$87,027
		TOTAL BENEFITS	$87,027

In addition to the employees of the condominium, there will be a contract with a third party labor vendor who will provide the staffing for the front desk attendant. The front desk will be staffed 24 hour per day, 7 days per week. The third party vendor will be required to comply with Schedule §230 for prevailing wages and benefits as set by the Office of the Comptroller of the City of New York. This is expense is listed as part of Service Contracts, Footnote 10.

(5) Gas (Heating & Hot Water): ($48,018)

Con Edison gas is used to provide heat and hot water for the Residential Section. AKF Group, located at 330 West 42nd Street, New York, New York, 10036, in their letter dated March 26, 2015, has estimated that the consumption of gas for the year will be 50,192 therms per year for the Residential Section included all Residential Units as well as Residential Common Elements.

Year Cost	Gas Consumption	Average Cost Of Gas (per therm.)	Projected Total
2015	50,192 (Therms)	$0.90 per Therm. x 6% increase	$48,018

Fuel shortages and other factors may raise the cost of gas higher than current rates. It is believed that the current figure should be sufficient to cover the cost of gas during the first year of operation. However, no warranty is made that the projection for gas will be in accordance with the actual cost of the same during the first year of condominium operation.

(6) Electric: ($190,270)

The Residential Units use electric provided by Consolidated Edison and will be separately metered. In addition, electric is used to provide central A/C and other Residential Common Element uses. The Mechanical Engineer, AKF Group, located at 330 West 42nd Street, New York, New York, 10036, in their letter dated March 26, 2015, has estimated that the consumption of electric for the year will be 461,750 kWh/yr of electric for the Residential Common Element

uses for the Residential Section.

The budget amount for electric is arrived at by multiplying the projected consumption by the most recent rates posted by Consolidated Edison, increased by six percent (6%).

Year Cost	Project Consumption	Average Cost/Fuel	Projected Total
2015	461,750 KWHRS	@ $.23 per KW/HR x 6% increase	$190,270

(7) Gas (Residential Cooking): ($70,278)

Gas is metered by a master meter for the entire Residential Section by Con Edison. Gas is distributed throughout the entire Residential Section for the purposes of cooking in the Residential Units. AKF Group, located at 330 West 42nd Street, New York, New York, 10036, in their letter dated March 26, 2015, has estimated that the consumption of gas will be 20,075 Therms of gas per year for the Residential Section for this use.

Year Cost	Gas Consumption	Average Cost Of Gas (per 1,000 CCF)	Projected Total
2015	20,075 (Therms)	$0.90 per Therm x 6% increase	$70,278

Fuel shortages and other factors may raise the cost of gas higher than current rates. It is believed that the current figure should be sufficient to cover the cost of gas during the first year of operation. However, no warranty is made that the projection for gas will be in accordance with the actual cost of the same during the First Year of Condominium Operation.

(8) Water & Sewer: ($99,110)

AKF Group, located at 330 West 42nd Street, New York, New York, 10036, in their letter dated March 26, 2015, estimates the cost for water and sewer charges based on a an estimated daily consumption of 140 gallons per day per apartment at a combined charge of $9.27 per 100 cu. ft. A 6% increase has been factored into this estimate for inflation. This expense includes all Residential Common Elements as well as Water and Sewer for all the Residential Units.

(9) Repairs and Maintenance: ($60,500)

Does not include repairs, painting, maintenance, or supplies for individual Residential Units (or Residential Limited Common Elements, unless structural repairs are necessary for such Residential Limited Common Elements), all of which are the responsibility of the individual Residential Unit Owners. The budgeted figure is based on an estimation of repairs to the interior of the Residential Section and Residential Common (and if structural in nature, the Residential Limited Common Elements) (including walls), the plumbing and electrical systems, painting of public areas, the residential heating system (including pipes and control devices regulating distribution in the Residential Section) and various supplies (such as cleaning supplies and

materials, lubricants, bulbs, public fixtures, general and hardware supplies). No amount is included for items covered by construction warranties or to cover the cost of any major capital expenditure in the Residential Section. The budgeted amount is based on the Sponsor's Budget Experts experience in operating other buildings of comparable size and quality and mixed use. The Sponsor's Budget Experts has over 25 years of experience in the management industry and First Service Residential managers over 250 cooperative and condominium buildings in New York City.

(10) Service Contracts and Supplies: ($400,200)

This figure represents the estimated annual cost of services and supplies (including service contracts) provided to and for the benefit of the Residential Section is as follows:

Elevator Maintenance	$36,000
Landscaping	$10,000
Exterminating	$3,500
Contract Labor (24/7 Front Desk Attendant)	$312,000
Central Station Monitoring	$2,200
Fire Protection	$15,000
Fire Extinguishers	$1,000
HVAC	$5,000
Telephone/Mobile/Internet	$12,000
Uniforms	$3,500
Total	**$400,200**

The foregoing is based on the experience of First Service Residential in other similar buildings. The Sponsor's Budget Experts has over 25 years of experience in the management industry and First Service Residential managers over 500 cooperative and condominium buildings in New York City.

No service contracts have been entered into at the time of the submission of this Plan to the Attorney General.

(11) General Common Charges: ($209,392)

A portion of the Residential Common Charges payable by the Residential Unit Owners represents the Residential Section's allocated portion of General Common Charges assessed by the Master Board against the Residential Section in accordance with the Condominium By-Laws. Please refer to Schedule B-2 and the Notes thereto for further details.

The Residential Section will be allocated its proportional share of General Common Expenses based upon its Percentage of Common Interest with the exception of the following expenses:

Expense	Percentage of Allocation
Payroll and Benefits	15%
Window Washing	58%
Service Contracts	15%

(12) Insurance: ($49,400)

Insurance is projected based on the current insurance costs provided by MR Coopers. Ltd. located at 622 Third Avenue, New York, New York, 10022, dated February 20, 2015.

Insurance expenses for the Residential Board and the Residential Common Elements (and Residential Limited Common Elements, to the extent required under the Declaration) are provided for as part of the General Common Charges.

There are insurance coverages for the Master Condominium that are part of the Master Condominium Budget, (Schedule B-1) and the premium for those coverages are included in the general Common Charges paid by the Residential Section. In addition, there are other insurance coverages that are specific to the Residential Section that are part of the Office Budget (Schedule B) and the premiums for those coverages are included in the Residential Condominium's Common charges.

Residential Unit Owners are required to obtain liability and property coverage with respect to their Units as more fully set forth in the Declaration. See Note 11 in Schedule B-2.

The terms of the fire, casualty and general liability insurance will provide (i) that each Unit Owner is an additional insured, (ii) that there will be no cancellation without prior notice to the Board of Managers, (iii) a waiver of subrogation, (iv) a waiver of invalidity because of the acts of the insured and Unit Owners and (v) a waiver of pro-rata reduction if Unit Owners obtain additional coverage.

The insurance for The Residential Board of Managers of the Residential Section of the Flushing Commons Condominium in an agreed amount on the building as follows:

Property	
Business Personal Property Limit	$1,000,000
Business Income	

Commercial General Liability Insurance subject to a limit of $1,000,000 per occurrence and

$2,000,000 Annual Aggregate for Bodily Injury, Personal Injury and Property Damage.

Personal and Advertising Injury	$1,000,000
Fire Damage Liability	$50,000
Medical Expense	$5,000
Hired / Non Owned Auto Liability	$1,000,000
Water Damage Legal Liability	$1,000,000

Crime Insurance	
Employee Dishonesty Limit	$500,000

Managing Agent Rider	$500,000
Deductible	$1,000

Directors and Officers Liability
$1,000,000 Claims Made Basis (includes Managing Agent's rider as additional insured)
Deductible $5,000
Includes Managing Agent's rider as Additional Insured

Umbrella Liability limit of $100,000,000, per occurrence and aggregate.
$10,000 Deductible
Includes Excess Directors & Officers

Total Premium **$49,400**

(13) Management Fee: ($60,000)

Based on a proposed agreement with First Service Residential NY Inc. for a term of one (1) year. The services of the Managing Agent shall commence upon the conveyance of title by the Sponsor of the first Unit in the Residential Section and shall continue until the third anniversary of such date. The fee will be $60,000 for the first year, which is approximately $33.78 per unit per month.

This management fee reflects the prevailing cost for similar services. It is based on the size of the building and number of Residential Units. First Service Residential is not affiliated with Sponsor.

For further details as to the responsibilities of the Managing Agent, see the section of the Plan entitled "Management Agreements and Contracts".

(14) Resident Managers Unit: ($19,468)

It is anticipated that Sponsor will sell Residential Unit 5B (the "**RM Unit**") to the Board of Managers for use and occupancy of the Resident Manager of the Condominium for a purchase price of $894,000 (the "**RM Purchase Price**") and closing costs of approximately $40,000 (the "**RM Closing Costs**"). It is anticipated that 100% of the RM Unit Price is to be paid by the Residential Board of Managers in cash (such cash to be collected from each Residential Unit Owner at Unit Closing based on said Owner's Common Interest). The closing costs will be paid by the Residential Board out of their Working Capital Fund.

The costs represented by this line item reflect (i) Common Charges estimated at approximately $10,937 for the first year, (ii) real estate taxes allocable to the RM Unit estimated at $707 for the first year, (iii) an annual telephone cost of $1,800.00 for the first year, (iv) bulk cable charges estimated to be $624 for the first year, and (v) estimated electricity cost of $5,400 for the first

year. It is anticipated that, at the First Residential Unit Closing, the Residential Board will purchase the RM Unit from the Sponsor. If the Board does not purchase the RM Unit at the time of the First Residential Unit Closing, the Residential Board will pay the Sponsor use and occupancy charges equal to the total carrying charges (Common Charges, Real Estate Taxes, Bulk Cable and Utilities), until such time that the Board purchases the RM Unit. It shall be Sponsor's obligation to close on the RM Unit within six (6) months of the First Residential Unit Closing.

Notwithstanding the foregoing, Sponsor reserves the right, as discussed elsewhere in this Plan, to finance the sale of the RM Unit to the Residential Board on terms that would be different than the foregoing.

(15) Legal and Audit Fees: ($ 15,000)

Based upon the estimate set forth in a letter dated April 14, 2015 from Tarlow & Co., C.P.A.'s, located at 7 Penn Plaza, Suite 210, New York, New York, 10001, Sponsor has budgeted $10,000.00 for estimated auditing and accounting fees in connection with the preparation of the audited financial statements for the First Year of Condominium Operation and Federal, state and city income tax returns. The balance of the budgeted amount ($5,000.00) has been estimated to provide for minor legal services to be rendered in connection with the operation of the Building such as attendance at Board meetings, preparation of Board minutes and negotiation of minor agreements. This amount has been allocated between the Units on the basis of Common Interest.

(16) Other Expenses: ($18,000)

Other Expense for the Residential Section covers the ongoing need for telephone, office supplies, office equipment, postage, special communications and mailings to the Unit Owners, annual meetings and other expenses. It has been estimated at $20,000 for the first year. The foregoing is based on the experience of First Service Residential in other similar buildings. The Sponsor's Budget Experts has over 25 years of experience in the management industry and First Service Residential managers over 250 cooperative and condominium buildings in New York City.

Telephone and Communications	$5,000
Printing and Postage	$5,000
Permits/Inspection Fees	$5,000
General	$3,000

(17) Contingency: ($25,000)

This fund may be used at the discretion of the Residential Board, as applicable, toward unforeseen expenses or other appropriate Residential Section expenses. The purpose of the Contingency Fund is intended to provide-for any unanticipated expenses or unanticipated increase in projected expenses. The budget for the First Year of Operation does not include an expense line item for reserves for replacements.

(18) Replacement Reserve: ($ 80,461)

The funds collected under this line item are for deposit into an account to hold the Replacement Reserve Fund which is to be funded out of Common Charges and used for periodic maintenance, repair and replacement of the Common Elements, in accordance with the By-laws.

(19) Total Expenses:

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

AKF

May 21, 2015

Mr. Marc Kotler
Senior Vice President
First Service Residential
622 Third Avenue - 15th Floor
New York, NY 10017

Re: Flushing Commons
AKF Project No. Y120440

Dear Marc:

The following are our estimast4s for the building's individual electric cost for the apartments. Please note that we did not include any escalation in our estimates.

Apartment Loads Electrical

- We have based the calculations on Con Edison metering of each apartment in the building on Con Edison rate PSC 9.SC1. The calculations include the aforementioned assumptions regarding fuel adjustments and surcharges.
- The project will be master metered by Con Edison and each apartment will be electronically sub-metered and billed by the building condominium association. For the purposes of this analysis, we have estimated the rate consumption for each type of apartment. Actual consumption and therefore actual costs, will vary with usage of air conditioning, supplemental electric heat, laundry equipment, and other appliances.
- The estimated annual electric cost per apartment is based on an average cost of 0.23/kWH

Apartment Type	Annual Cost per Apartment#
One Bedroom	$1,300-1,550
Two Bedroom	$1,700 – 1900
Three Bedroom	$2,225
Four Bedroom	$2,650

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

Very truly yours,
AKF

John B. Rice, P.E.
Partner

P:\Y120000\Y120440-000 Flushing Commons\Correspondence\Outgoing\Condo Docs\Flushing Commons elim elec opt cost.doc

One Liberty Plaza, 165 Broadway, 22nd Floor, New York, NY 10006 / T: 212.354.5656 / F: 212.354.5668 / www.AKFGroup.com
ARLINGTON / BOSTON / MEXICO CITY / MINNEAPOLIS / NEW YORK / PHILADELPHIA / PRINCETON / PUEBLA / ROCHESTER / STAMFORD

SCHEDULE B-2

FLUSHING COMMONS CONDOMINIUM
Projected Budget for First Year of Condominium Operation (See Note 1)
January 1, 2017 to December 31, 2017

ESTIMATED INCOME

Common Charges – Residential Units (Note 2)	$209,392
Common Charges – Retail Units (Note 2)	$301,073
Common Charges – Parking Unit (Note 2)	$127,042
Common Charges – Office Unit (Note 2)	$316,897
Total Estimated Common Charges	$954,404

ESTIMATED EXPENSES (Note 3)

Payroll and Related Expenses (Note 4)	$ 412,082
Gas (Heat and Hot Water (Note 5)	$ 71,232
Electric (Note 6)	$ 64,660
Electric (Public Park) (Note 7)	$ 4,452
Water and Sewer (Note 8)	$ 11,978
Repairs and Maintenance (Note 9)	$ 30,000
Service Contracts (Note 10)	$ 217,500
Management Fee (Note 11)	$ 25,000
Insurance (Note 12)	$ 87,500
Legal and Audit Fees (Note 13)	$ 20,000
Other Expenses (Note 14)	$ 10,000
Total	$954,404

The Notes to Schedule B-2 below are an integral part of this Schedule and should be read in conjunction herewith.

Allocation of Estimated General Common Expenses:

Projected Expenses	Total Common Charges for Condominium	Method of Allocation	Residential Units
	Percentage of General Common Interest		*Residential 33.9853%*
Payroll and Benefits	$412,082	See Notes	$97,505
Gas (Heat and Hot Water)	$71,232	See Notes	Separately Metered
Electricity	$64,660	See Notes	Separately Metered
Electricity (Public Park)	$4,452	% of Common Interest	$1,513
Water and Sewer	$11,987	See Notes	Separately Metered
Repairs and Maintenance	$30,000	% of Common Interest	$10,196
Service Contracts	$217,500	See Notes *	$51,750
Management Fee	$25,000	% of Common Interest	$8,496
Insurance	$87,500	% of Common Interest	$29,737
Legal and Audit	$20,000	% of Common Interest	$6,797
Other	$10,000	% of Common Interest	$3,399
Total	**$954,404**		**$209,392**

***The Residential Section pays 58% of the Window Washing expense; Retail Unit pays 13% and Office Unit pays 36% of this expenses based on the percentage of façade surface area between sections.**

NOTES TO SCHEDULE B-2

PROJECTED BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION

(1) First Year of Operation: Amounts are projected on the assumption that the First Year of Condominium Operation will be the year from January 1, 2017 to December 31, 2017

(2) General Common Charges: These amounts represent the total General Common Charges to be levied against and collected from the Residential Section, Retail Unit, Parking Unit and Office Section during the projected First Year of Condominium Operation. The General Common Charges will be utilized by the Condominium Board to defray the operational expenses of the Condominium. Generally, General Common Expenses have been allocated on the basis of proportionate Common Interest, for a total of 100%. Notwithstanding, the expenses for Gas, Electric (other than electric for the Public Park), and water and sewer for the Residential Section, Parking Unit and Office Sections have been allocated based on actual usage.

(3) General Common Expenses: General Common Expenses include the costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the General Common Elements and the provision of services to the Unit Owners in general, such as: payroll and benefits for the employees of the Condominium, certain insurance coverage's for the General Common Elements and the Condominium Board, the Managing Agent for the Condominium, service contracts, legal and audit, and the repairs and replacements for the General Common Elements. Purchasers are advised that all budget projections are estimates and approximations. The projections were made by Sponsor in conjunction with First Service Residential New York Inc., Sponsor's budget projection consultant ("Consultant"). Although the projections are believed to be reasonable, they are not assured or guaranteed.

(4) Payroll and Benefits: ($429,736)

The Building staff shall consist of:	1/1/2017- 12/31/2017
Chief Engineer (1) $80,000	$1,538.46 x 52
Handyman (1) (@75% Prevailing Wage Rate $54,000	$783.60 x 52
Loading Dock Attendant (Security) (1) $27,768	$534 x 52
Security Guard (Public Park) (2) $55,536	$534 x 52

Gross Payroll was multiplied by 1.1538 to bring the pay year to 60 weeks to allow for sick days,

holidays, vacation pay and overtime.

TOTAL WAGES

$235,444

Initially, all staff will be full-time non-union employees. The building is classified as Class "A" for the purpose of defining the wage scale. The projected expenses for wages, salaries and benefits as well as the assumptions described herein, are believed to be reasonable and reflect the experience of Sponsor's Consultant, in managing comparable mixed use buildings of similar size and level of amenities. Such level of staffing complies with all applicable housing and labor laws. The Chief Engineer will not reside in the building. The building will be staffed 24/7 and will provide the required janitorial services as required by law.

The following expenses are mandated by law for each employee:

FICA Employer		7.65%	$18,011
NY State Unemployment	(1st $8,500)	4.1%	6,930
Federal Unemployment	(1st $14,000)	.8%	340
State Disability Insurance	($455 per emp.)		225
Workers Compensation		5%	11,772
Medical Benefits (Non-Security)	(Per employee)	$21,757	108,784
Medical Benefits (Security)	(Per employee)	$10,192	30,576

TOTAL BENEFITS **$139,360**

All of the Payroll and Benefit Expenses for the Engineer and Handyman have been allocated to each section as follows:

Section	**Percentage of Allocation**
Residential	**15%**
Retail	**25%**
Parking	**10%**
Office	**50%**

(5) <u>Gas (Heating and Hot Water: ($71,232)</u>

Con Edison gas is used to provide heat and hot water. AKF Group, located at 330 West 42nd Street, New York, New York, 10036, in their letter dated March 26, 2015, has estimated that the consumption of gas for the year will be 74,700 therms per year for the Retail Section. All gas

consumption will be sub-metered and billed separately to the Residential Section, and Office Section and billed on a monthly basis based on actual usage. The Parking Unit will not utilize gas.

Year Cost	Gas Consumption	Average Cost Of Gas (per therm.)	Projected Total
2015	74,700 (Therms)	$0.90 per Therm. x 6% increase	$73,920

Fuel shortages and other factors may raise the cost of gas higher than current rates. It is believed that the current figure should be sufficient to cover the cost of gas during the first year of operation. However, no warranty is made that the projection for gas will be in accordance with the actual cost of the same during the first year of condominium operation.

(6) Electric: ($64,660)

The Retail Units use electric provided by Consolidated Edison and will be separately metered. In addition, electric is used to provide central A/C and other Retail Common Element uses. The Mechanical Engineer, AKF Group, located at 330 West 42nd Street, New York, New York, 10036, in their letter dated March 26, 2015, has estimated that the consumption of electric for the year will be 265,200 kWh/yr of electric for the Retail Common Element uses for the Retail Section.

The budget amount for electric is arrived at by multiplying the projected consumption by the most recent rates posted by Consolidated Edison, increased by six percent (6%).

Year Cost	Project Consumption	Average Cost/Fuel	Projected Total
2015	265,200 KWHRS	@ $.23 per KW/HR x 6% increase	$64,660

Con Edison electric is used to provide electric for the common shared systems. All electric consumption will be sub-metered and billed separately to the Residential Section, Parking Unit and Office Section and billed on a monthly basis based on actual usage.

(7) Electric (Public Park): ($4,452)

The Public Park will use electric provided by Consolidated Edison and will be separately metered. The Mechanical Engineer, AKF Group, located at 330 West 42nd Street, New York, New York, 10036, in their letter dated March 26, 2015, has estimated that the consumption of electric for the year will be 18,250 kWh/yr of electric for the Public Park.

The budget amount for electric is arrived at by multiplying the projected consumption by the

most recent rates posted by Consolidated Edison, increased by six percent (6%).

Year Cost	Project Consumption	Average Cost/Fuel	Projected Total
2015	18,250 KWHRS	@ $.23 per KW/HR x 6% increase	$4,452

In addition to the electric charges for the Public Park, please see Footnote 4 (regarding the costs of the security guards for the Public Park) and Footnote 10 (regarding the cost of Park Maintenance).

(8) Water & Sewer: ($11,978)

AKF Group, located at 330 West 42nd Street, New York, New York, 10036, in their letter dated March 26, 2015, estimates the cost for water and sewer charges based on a an estimated daily consumption of 500 gallons per day for the Retail Unit at a combined charge of $9.27 per 100 cu. ft. A 6% increase has been factored into this estimate for inflation.

All Water and Sewer consumption will be sub-metered and billed separately to the Residential, Retail, Parking and Office sections and billed on a monthly basis based on actual usage.

(9) Repairs, Maintenance and Improvements: ($30,000)

Does not include repairs, painting, maintenance, or supplies for individual Units (or the non-structural portion of a Unit's Limited Common Elements), all of which are the responsibility of the individual Residential, Retail, Parking and Office Units.

The budgeted figure is based on an estimation of repairs to the General Common Elements of the interior of the Building, the roofs, the exterior of the Base Building (including walls), the plumbing and electrical systems, painting of public areas, foundations, the heating system (including pipes and control devices regulating distribution in the Building) and various supplies (such as cleaning supplies and materials, lubricants, bulbs, public fixtures, general and hardware supplies). No amount is included for items covered by construction warranties or to cover the cost of any major capital expenditure in the Building. The budgeted amount is based on the Sponsor's experience in operating other buildings of comparable size and quality. The Sponsor's Budget Experts has over 25 years of experience in the management industry and First Service Residential managers over 250 cooperative and condominium buildings in New York City.

(10) Service Contracts and Supplies: ($217,500)

This figure represents the estimated annual cost of services and supplies (including service contracts) provided to and for the benefit of the Residential Units and Commercial Units as follows:

HVAC	$25,000
Window Washing (1X per year) *	$45,000
Water Treatment	$10,000

Cooling Tower	$20,000
Generator	$12,000
Park Maintenance	$30,000
Fire Protection	$15,000
Sprinkler	$15,000
Water Tank Cleaning	$2,500
Boiler/Burner	$7,500
Sub-Metering and Billing	$10,000
Supplies	$10,000
Telephone and Internet	$7,500
Uniforms	$8,000
Total	$217,500

The foregoing is based on the experience of First Service Residential in other similar buildings. The Sponsor's Budget Experts has over 25 years of experience in the management industry and First Service Residential managers over 250 cooperative and condominium buildings in New York City.

***The Residential Section has been allocated 58% of the Window Washing expense and the Retail Unit has been allocated 13% and the Office Unit has been allocated 36% of this expenses based on the percentage of façade surface area between sections.**

All of the Service Contract Expenses, with the exception of Window Washing have been allocated to each section as follows:

Section	**Percentage of Allocation**
Residential	**15%**
Retail	**25%**
Parking	**10%**
Office	**50%**

No service contracts have been entered into at the time of the submission of this Plan to the Attorney General.

(11) Management: ($25,000)

Based on a proposed agreement with First Service Residential NY Inc. for a term of one (1) year. The services of the Managing Agents shall commence upon the conveyance of title by the Sponsor of the first Unit or the issuance of the first TCO and shall continue until the first anniversary of such date. The fee will be $25,000 for the first year.

This management fee reflects the prevailing cost for similar services. It is based on the size of the building and number of Units. First Service Residential is not affiliated with Sponsor.

For further details as to the responsibilities of the Managing Agent, see the section of the Plan

entitled "Management Agreements and Contracts".

(12) Insurance: ($87,500)

Insurance is projected based on the current insurance costs provided by MR Coopers. Ltd. located at 622 Third Avenue, New York, New York, 10022, dated February 20, 2015.

Commercial Package Policy - Covering

Section I - Property - Fire, Extended Coverage and "all risk"(subject to company form) on the Flushing Commons Condominium in an Agreed amount on the building as follows:

Limits	**Coverage:**
Building Limit	$74,109,600
Ordinance or Law Coverage A included in full building	
Business Personal Property Limit	$1,000,000
Loss of Maintenance Fees Included	
Coverage B - Demolition	$1,000,000
Coverage C- Increased Cost	$1,000,000
Flood	$5,000,000
Earthquake	$1,000,000
Property Deductibles	
Building, Underground Water & Sewer Backup	$10,000
Flood	$25,000
Earthquake	$50,000

Section II: Commercial General Liability Insurance subject to a limit of $1,000,000 per occurrence and

$2,000,000 Annual Aggregate for Bodily Injury, Personal Injury and Property Damage.

Personal and Advertising Injury	$1,000,000
Fire Damage Liability	$50,000
Medical Expense	$5,000
Hired / Non Owned Auto Liability	$1,000,000
Water Damage Legal Liability	$1,000,000
Crime Insurance	
Employee Dishonesty Limit	$500,000
Managing Agent Rider	$500,000
Deductible	$1,000

Directors and Officers Liability

$1,000,000 Claims Made Basis (includes Managing Agent's rider as additional insured)
Deductible $5,000
Includes Managing Agent's rider as Additional Insured

Boiler and Machinery or Equipment Breakdown	
Limit	$100,000,000
Deductible	$5,000

Section III: Umbrella Liability limit of $200,000,000, per occurrence and aggregate.
$10,000 Deductible
Includes Excess Directors & Officers

Total Premium **$87,500**

The terms of the fire, casualty and general liability insurance will provide (i) that each Unit Owner is an additional insured, (ii) that there will be no cancellation without prior notice to the Board of Managers, (iii) a waiver of subrogation, (iv) a waiver of invalidity because of the acts of the insured and Unit Owners and (v) a waiver of pro-rata reduction if Unit Owners obtain additional coverage.

The insurance figures provided are adequate and acceptable to the insurance carrier in order to provide the Agreed Amount Clause, which meets the co-insurance requirement. The insurance meets the requirement of the construction lender. In order to safeguard the investment of its Unit Owners in the event of a substantial or total destruction of the Building, the Condominium should periodically review the amount of casualty insurance for the Building to insure that the amount of coverage equals it's then estimated replacement cost.

The Sponsor represents that it will deliver at the Condominium's expense, on or before the first closing of title to a Unit, a fire and liability binder or policy containing all the coverage described in this footnote and meeting the requirements of the Condominium By-Laws. This coverage does not include claims for personal injury or property damage resulting from occurrences in Units, nor does it include coverage of the furniture or personal property of the Unit Owner.

Unit Owners are required to obtain insurance at their own cost to cover such risks as fire and casualty losses to Unit contents, replacements, additions, upgraded fixtures and improvements, and liability coverage for occurrences within the Unit.

See the Subsection of the Offering Plan entitled "Insurance" in the Section entitled "Rights and Obligations of the Residential Unit Owners and the Boards".

(13) Legal and Audit: ($20,000)

Based upon the estimate of $12,000, as set forth in a letter dated February 25, 2015 from Tarlow & Co., CPA's located at 7 Penn Plaza, New York, New York, 10001. $12,000 has been budgeted to provide for estimated auditing and accounting fees in connection with the preparation of the audited financial statements for the Association's First Year of Association

Operation and its Federal, state and city income tax returns. The balance of the budgeted amount ($8,000) has been estimated to provide for minor legal services to be rendered in connection with the operation of the Building such as attendance at Board meetings, preparation of Board minutes and negotiation of minor agreements.

Accountant	$12,000
Legal	$8,000

(14) Other Expenses: ($10,000)

Other Expense for the Condominium covers the ongoing need for telephone, office supplies, office equipment, postage, special communications and mailings to the Unit Owners, annual meetings and other expenses. It has been estimated at $10,000 for the first year. The Sponsor's Budget Experts has over 25 years of experience in the management industry and First Service Residential managers over 250 cooperative and condominium buildings in New York City.

Telephone and Communications	$5,000
General	$5,000

The budget for the Master Condominium includes all the costs associated with maintaining the small park area in Phase I ("Public Park") and are currently provided for in this Schedule B-2. However, once construction of the Open Space in Phase II commences, then, the POA Board will take over the maintenance of both the Open Space in Phase II and the Public Park (which collectively shall be referred to as the "Open Space"). At that time, the POA Charges will cover the costs of the entire Open Space (which shall span both phases)

In the opinion of First Service Residential NY Inc. (set forth in the section titled "Certification of Sponsor's expert concerning adequacy of the Budget in Part II of this offering plan), the projected receipts appear reasonable and adequate based on present prices (adjusted to reflect continued inflation and present levels of consumption for comparable Units similarly situated) to meet the estimated expenses for the first year of operation. The foregoing budget, however, is not intended and should not be taken as a guarantee or warranty by anyone that the annual Common Charges or other receipts or expenses for the first or any subsequent year of operation of the Property by the Condominium will be set forth in said projected budget. It is likely that the actual expenses for the first year of operation will vary from the amounts shown in the projected budget.

SCHEDULE C

Flushing Commons Property Owners Association (POA)
Flushing, New York 11249

Projected Budget for First Year of POA Operation (See Note 1)
January 1, 2019 to December 31, 2019

ESTIMATED INCOME

Maintenance Charges – (Note 2)	$345,485
Total Estimated Common Charges	$345,485

ESTIMATED EXPENSES

Payroll and Related Expenses (Note 3)	$ -0-
Utilities (Note 4)	$ 15,985
Repairs and Maintenance (Note 5)	$ 41,000
Service Contracts (Note 6)	$ 209,500
Insurance (Note 7)	$ 29,000
Management Fee (Note 8)	$ 20,000
Legal and Audit Fees (Note 9)	$ 15,000
Other Expenses (Note 10)	$ 5,000
Contingencies (Note 11)	$ 10,000
Total (Note 12)	$ 345,485

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

FOOTNOTES TO SCHEDULE C

(1) **First Year of Property Owners Association (POA) Operation**

The receipts and expenses for the projected First Year of Property Owners Association (POA) Operation. The Maintenance Charges projected herein are based upon estimated expenses for the twelve (12) month period commencing January 1, 2019. The actual First Year of Property Owners Association Operation may begin earlier or later that year.

If the actual or anticipated date of commencement of the First Year of POA Operation is to be delayed by more than six (6) months from the budget year projected 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, the Sponsor will offer all Purchasers, (other than Purchasers who are then in default beyond any applicable grace period, if the plan has not been declared effective) the right, to rescind their agreements within not less than fifteen (15) days after the presentation date of the amendment containing such revised budget, and any Purchasers electing rescission pursuant to such offer will have their deposit and any accrued interest returned.

Sponsor shall not declare the Plan effective where there are any material changes to the Budget if the changes are not disclosed by a duly filed amendment to the Plan.

(2) **Maintenance Charges**

These amounts represent the total Maintenance Charges to be levied against and collected from the Condominium during the anticipated First Year of POA Operation. The Maintenance Charges will be utilized by the POA Board to defray the operational expenses of the POA. Except as otherwise set forth herein, the Maintenance Charges will be allocated to the various Condominium Sections once the Public Park is completed.

(3) **Payroll and Benefits: $ -0-**

There are no payroll and benefits expenses for the POA. All labor will be provide by third party via Service Contract.

(4) **Utilities: $15,985**

The POA use electric provided by Consolidated Edison and will be separately metered. Electric is used to provide lights and utility outlets. The Mechanical Engineer, AKF Group, located at 330 West 42nd Street, New York, New York, 10036, in their letter dated May 19, 2015, has estimated that the consumption of electric for the year will be 60,450kWh/yr of electric for the POA.

The budget amount for electric is arrived at by multiplying the projected consumption for the POA by the most recent rates posted by Consolidated Edison, increased by fifteen percent (15%).

Year Cost	Project Consumption	Average Cost/Fuel	Projected Total
2015	60,450 KWHRS	@ $.23 per KW/HR x 15% increase	$15,985

(5) Repairs and Maintenance: $41,000

The budgeted figure is based on an estimation of repairs to the Public Park such as the repair and maintenance of lights, walkways, benches, play equipment, graffiti removal, drainage, signage, supplies and maintenance vehicles. No amount is included for items covered by construction warranties or to cover the cost of any major capital expenditure in the POA. The budgeted amount is based on the Sponsor's Budget Experts experience in operating other POA's of comparable size and quality. The Sponsor's Budget Experts has over 25 years of experience in the management industry and First Service Residential managers over 250 cooperative and condominium buildings in New York City.

This estimate is based on experience of Sponsor's budget expert, First Service Residential in operating comparable POA's.

(6) Service Contracts: $209,500

This figure represents the estimated annual cost of services and supplies (including service contracts) provided to and for the benefit of the POA is as follows:

Landscaping Maintenance	$75,000
Exterminating	$5,000
Contract Labor	$50,000
Snow Removal	$5,000
Trash Removal	$5,000
Irrigation	$7,500
Security	$50,000
Leased Vehicle	$12,000
Total	**$209,500**

No service contracts have been entered into at the time of the submission of this Plan to the Department of Law.

Sponsor's budget expert, First Service Residential, in operating comparable buildings. While this Schedule C includes a reasonable allowance for possible increases in cost, which may occur prior to and during the First Year of POA Operation, no warranty or guarantee is made that the actual cost for these services or other services will be in accordance with this projection.

(7) Insurance: $29,000

There are insurance coverages for the POA are as follows: It should be noted that as the Public Park is Common Area, and the coverages and polies for the Master Condominium General Liability policy will include and cover and name the POA on their policies. The insurance provided within this budget provides for additional minimal coverages for the POA.

Insurance for the POA is projected based on the insurance costs provided by MR Coopers. Ltd. located at 622 Third Avenue, New York, New York, 10022, based on the letter dated May 19, 2015.

The insurance for the POA Board of Directors of the Flushing Commons Property Owners Association an agreed amount on the Public Park as follows:

Commercial General Liability Insurance subject to a limit of $1,000,000 per occurrence and

$2,000,000 Annual Aggregate for Bodily Injury, Personal Injury and Property Damage.

Personal and Advertising Injury	$1,000,000
Fire Damage Liability	$50,000
Medical Expense	$5,000
Hired / Non Owned Auto Liability	$1,000,000
Water Damage Legal Liability	$1,000,000

Directors and Officers Liability
$1,000,000 Claims Made Basis (includes Managing Agent's rider as additional insured)
Deductible $5,000
Includes Managing Agent's rider as Additional Insured

Umbrella Liability limit of $200,000,000, per occurrence and aggregate.
$10,000 Deductible
Includes Excess Directors & Officers

Total Premium $29,000

(8) Management Fee: $20,000

The POA will enter into a management agreement with First Service Residential New York, Inc., at or before the First Year of POA Operations. Based on a proposed agreement with First Service Residential NY Inc. for a term of one (1) year. The services of the Managing Agent shall commence upon the conveyance of title by the Sponsor of the POA and shall continue until the first anniversary of such date. The fee will be $20,000 for the first year.

This management fee reflects the prevailing cost for similar services.

For further details as to the responsibilities of the Managing Agent, see the section of the Plan entitled "Management Agreements and Contracts".

(9) Legal and Audit Fees: $15,000

Based upon the estimate set forth in a letter dated May 19, 2015 from Tarlow & Co., CPA's located at 7 Penn Plaza, New York, New York, 10001, Sponsor has budgeted $7,500 for estimated auditing and accounting fees in connection with the preparation of the audited financial statements for the First Year of POA Operation and Federal, state and city income tax returns. The balance of the budgeted amount ($7,500.00) has been estimated to provide for minor legal services to be rendered in connection with the operation of the Building such as attendance at Board meetings, preparation of POA minutes and negotiation of minor agreements.

(10) Other Expenses $5,000

Other Expenses for the POA covers the ongoing need for telephone, office supplies, office equipment, postage, special communications and mailings to the Owners, annual meetings and other expenses. It has been estimated at $5,000 for the first year. The foregoing is based on the experience of First Service Residential in other similar POA's. The Sponsor's Budget Experts has over 25 years of experience in the management industry and First Service Residential managers over 250 cooperative and condominium buildings in New York City.

(11) Contingency $10,000

This fund may be used at the discretion of the POA Board, as applicable, toward unforeseen expenses or other appropriate POA expenses. The purpose of the Contingency Fund is intended to provide-for any unanticipated expenses or unanticipated increase in projected expenses.

****

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

****

(12) Total Expenses

IN THE OPINION OF FIRST SERVICE RESIDENTIAL NEW YORK, INC., THE PROJECTED INCOME IS ADEQUATE TO MEET THE PROJECTED COMMON EXPENSES FOR THE FIRST YEAR OF POA OPERATION, ASSUMING SUCH FIRST YEAR TO BE THE 12-MONTH PERIOD COMMENCING JANUARY 1, 2019. THE

FOREGOING SCHEDULE, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE OR WARRANTY BY ANYONE THAT THE ANNUAL MAINTENANCE CHARGES OR OTHER INCOME AND EXPENSES FOR SUCH FISCAL YEAR OR ANY SUBSEQUENT YEAR OF OPERATION OF THE PROPERTY WILL BE AS SET FORTH IN SAID SCHEDULE, SINCE THE ANNUAL MAINTENANCE CHARGES AND OTHER ITEMS OF INCOME AND EXPENSE MAY VARY FROM AMOUNTS SHOWN IN THE SCHEDULE.

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

AKF

May 18, 2015

Mr. Marc Kotler
Senior Vice President
FirstService Residential
622 Third Ave., 15th Fl | New York, NY 10017

Re: Flushing Commons
AKF Project No. Y120440

Dear Marc:

The following are the estimated utility costs for the condo common budget. Please note that we did not include any escalation in our estimates.

1. Outdoor Plaza

   a. Electric (Phase 1 & 2): = $13,900

      The estimated cost for common area electricity is based on an assumed consumption of 60,450 kWhrs per year and an average cost of $0.23 per kWhr. This is based on common area loads being supplied through a single house meter at Con Edison Rate SC9-1, and the rates are based on the currently effective rates. These rates include an estimated $0.01 fuel adjustment and Con Edison surcharge of 8%.

Both the fuel adjustments and surcharge vary from month to month, so an average was used in this cost estimate.

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

Very truly yours,

AKF

John B. Rice, P.E.
Partner

P:\Y120000\Y120440-000 Flushing Commons\Correspondence\Outgoing\Flushing commons estimated utility cost rev-3-26-15.jr.docx

330 West 42nd Street, 14th Floor, New York, NY 10036 / T: 212.354.5656 / F: 212.354.5668 / www.AKFGroup.com
ARLINGTON / BOSTON / MEXICO CITY / MINNEAPOLIS / NEW YOI 'RINCETON / PUEBLA / ROCHESTER / STAMFORD

OPINION LETTER - COMPLIANCE WITH REAL PROPERTY LAW 339-i

FirstService
RESIDENTIAL

COMPLIANCE WITH REAL PROPERTY LAW SECTION 339(i)

August 12, 2015

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

Re: Flushing Commons
37-10 37th Avenue, Flushing, New York

To whom it may concern:

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

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

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

Very truly yours,

FirstService Residential New York, Inc.

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

Sworn to before me this
12 day of AUGUST 2015

_____
Notary Public

Melanie A. Kroski
Notary Public, State of New York
No. 01KR6079122
Qualified in New York County
Commission Expires: AUG. 12, 2018

622 Third Avenue | New York, NY 10017
Tel 212.634.8900 | Fax 212.634.3946
www.fsresidential.com

OFFICE UNITS

The Condominium will contain seventy-five (75) Office Units (collectively, the "Office Units" and, individually, an "Office Unit"). The Office Units shall have their own entrance on Union Street. Fifteen Office Units shall be located on the third floor of the Base. Sixty (60) remaining Office Units shall be located on floors 4-13 in The Office Tower.

Except as otherwise permitted in the Declaration and the Office By-laws or Master By-laws with respect to Units owned by Sponsor, including without limitation the right of Sponsor and its designees to use any Unit owned by Sponsor as a sales office or model to promote the sale of Units, each Office Unit may be used for general office use or any lawful purposes except that no Office Unit may be used for residential purposes or for retail sales of any type, or the sale, storage, service or preparation of food of any type. Moreover, the Declaration and the Office By-laws provide that no Office Unit may be used as a club, settlement house or welfare center. Furthermore, no Office Unit in the Building may be used:

(i) for obscene or pornographic purposes or activities or the sale or distribution of any obscene or pornographic material, as such terms are defined in Section 235 of the New York Penal Law; or

(ii) for the purpose of performing any abortions or providing any professional counseling or advice advocating abortions; or

(iii) for the purpose of providing counseling to substance abuse patients, nor may such be used to operate a shelter for the homeless; or

(iv) for any use involving noxious or immoral use; or

(v) for the dispensing of methadone; or

(vi) as a clinic, which involves drug or alcohol treatment or rehabilitation; or

(vii) in a manner which causes an increase in the cost of insurance carried by the Condominium unless such increase in premium is paid by the Unit Owner whose change in use causes the increases.

No representation is made with respect to the continued ownership by Sponsor of all or any of the Office Units, or as to who the tenants or occupants of any of those Office Units may be at any time, or as to the uses to which any portion of the aforementioned Office Units may be put at any time (except that the Office Units may be used for any lawful purpose or as otherwise limited by the Plan). The use of the Office Unit may generate noise or other disturbances over which the other Unit Owners will have no control. The Office Units may be lawfully used for purposes that would entail congestion and other similar inconveniences to residents.

The gross square footage of the Office Units shall consist of the area measured horizontally from the exterior surface of the exterior Building walls or the exterior point of the party wall on the Land (whichever is greater), from the midpoint of the interior demising partitions separating the Unit from another Unit, from the midpoint of the common element of interior walls to the midpoint of partitions separating the Unit from stairs or other mechanical equipment spaces or any other Common Elements. Columns, mechanical pipes, shafts and chases, are not deducted for the purpose of these floor area measurements. In addition, the Office Common Elements, including, but not limited to, the Office Section's hallways, stairways, trash rooms, mechanical rooms, elevators, public toilet rooms and Office entrance lobby, have been apportioned (on a square foot percentage basis) to the gross square footage of each Office Unit. Every Office Unit will consist to a volume measured vertically from the top of the concrete floor to the underside of the concrete or suspended ceiling except that any Common Elements located within any Office Unit shall not be considered as part of that Office Unit.

Since individual Office Unit Owners (subject to the approval of the Sponsor, the Office Board and its Managing Agent) may be permitted to undertake work in an Office Unit to complete the construction of said Office Unit ("Alterations") prior to the procurement of a PCO, such Alterations may cause additional delays in the issuance thereof. As a result, the Office Board, and if applicable, the Master Board, shall have the right to obligate such Office Unit Owners to complete the Alterations in the Office Units within six (6) months from commencement of construction so as to enable Sponsor and/or its designees to obtain the PCO. Sponsor shall not be liable for any delays caused by such Office Unit Owners or their contractors, employees or agents. Notwithstanding the foregoing, Sponsor and/or its designees are obligated to procure the PCO for the Building, and agree to exercise best efforts to obtain the PCO, subject however to (i) Force Majeure, (ii) the cooperation of the Boards in the Building, and (iii) the acts or resulting delays caused by Unit Owners or their contractors, employees, agents or tenants. Sponsor's obligation to obtain the PCO is subject to administrative delays and delays on the part of the Boards, the Unit Owners or their contractors, employees or agents. Until a PCO is issued, the Section Boards, Master Board, if applicable, and the Sponsor and its designee shall have the right to withhold consent to Alterations by Unit Owners for any reason or no reason. All Unit Owners and the applicable Boards shall be obligated to cooperate with and to refrain from obstructing Sponsor from completing any work that it is required to perform to obtain a PCO.

Until a PCO is issued, the Office Board, Master Board, if applicable, and the Sponsor and/or its designee shall have the right to withhold consent to Alterations by Office Unit Owners for any reason or no reason. Office Unit Owners, the Office Board and the Master Board shall be obligated to cooperate with and to refrain from obstructing Sponsor from completing any work that it is required to perform to obtain a PCO.

An Office Unit Owner agrees that, prior to the commencement of any Alterations, the Office Unit Owner shall deliver for approval by the Sponsor's architect and the Sponsor's consulting engineer the plans for the proposed Alterations for review and approval, and the Office

Unit Owner shall complete all of the Alteration Obligations.

Prior to the issuance of a PCO, the Office Board shall not, without first obtaining the written consent of Sponsor, perform any work on the Office Common Elements or give consent to any Office Unit Owner to perform any work on any portion of the Building other than said Office Unit Owner's Office Unit.

Purchasers of Office Units are advised that if they commence Alterations on their Office Unit and (a) do not clear NYC DOB (or any other New York City agency) violations or objections within thirty (30) days of the issuance of said violations or objections, and/or (b) do not close permits on the earlier to occur of six (6) months from obtaining such permits or sixty (60) days from the substantial completion (or abandonment) of the Alterations, then Sponsor, its designee and/or an applicable Board shall have the right to either (i) complete such Alterations on behalf of the Office Unit Owner at the Unit Owner's sole cost and expense or (ii) compel the Office Unit Owner to complete the Alterations in a manner which enables the Building to obtain a Permanent Certificate of Occupancy within six (6) months from commencement of the Alteration.

Any Office Unit Owner (other than Sponsor and its designee) who receives a bona fide offer to (a) purchase his/her Office Unit together with its Appurtenant Interests in the Common Elements or (b) lease his/her Office Unit (such offer to purchase or lease a Unit, as the case may be, is called an "Outside Offer," the party making any such Outside Offer is called "Outside Offeror" and the Unit Owner to whom the Outside Offer is made is called an "Offeree Unit Owner"), which (s)he intends to accept, shall give notice, together with a copy of a signed agreement between the Outside Offeror and the Offeree Unit Owner, by certified or registered mail to the Sponsor and the Office Board of the receipt of such Outside Offer. Said notice shall also state the name and address of the Outside Offeror, the terms of the proposed transaction and such other information as the Sponsor, its designee and/or the Office Board may reasonably require. The giving of such notice shall constitute an offer by such Offeree Unit Owner, or its designee, corporate or otherwise, to sell his/her Office Unit together with its Appurtenant Interest in the Common Elements or to lease his/her Office Unit, on behalf of all other Office Unit Owners, upon the same terms and conditions as contained in such Outside Offer. Such notice shall also constitute a representation and warranty by the Offeree Unit Owner who has received such Outside Offer, to the Sponsor, its designee and the Office Board on behalf of all Office Unit Owners, as applicable, that such 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 Sponsor, its designee and/or the Office Board may reasonably request. Not later than sixty (60) days after receipt of such notice together with such further information or documents as may have been requested (including, but not limited to occupancy agreements, guarantees or security agreements), the Sponsor, its designee or Office Board may elect, by sending written notice to such Offeree Unit Owner before the expiration of said sixty-day period, by certified or registered mail, to purchase such Office Unit together with its Appurtenant Interest in the Common Elements or to lease such Office 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 Office Unit Owners, as applicable, upon the same terms and conditions as contained in the Outside Offer and as stated in the notice from the Offeree Unit Owner. So long as Sponsor shall own an Office Unit in the Building, Sponsor shall have priority over the Office Board in its right to purchase the Office Unit pursuant to this Section of the Plan. Therefore, in the event that both Sponsor and the Office Board send notice of intent to purchase the respective Office Unit in accordance with the Office By-laws, Sponsor, so long as Sponsor shall own an Office Unit in the Building, shall have the right to purchase the respective Office Unit from the Offeree Unit Owner in accordance with the Office By-laws.

Sponsor shall have the right to construct ventilation and/or exhaust flues to a roof of the Building if the same is required and or appropriate for the use of the Office Units, and to maintain mechanical equipment on a roof of the Building.

If an Office Unit is owned by the Sponsor or its designee, no Board approval of signage and/or awnings shall be required. The Sponsor shall have an easement to install any signs that the Sponsor deems appropriate whether or not such signs are related to the use of the Office Units, provided only that any such signs comply with all governmental rules and regulations relating to any such sign installation.

If an Office Unit Owner is not the Sponsor or its designee, the Office Unit Owner must obtain Office Board approval of any signage and such signage must be placed within an area as determined by the Office Board. Notwithstanding the foregoing, an Office Unit Owner is entitled to list its name in the designated Office directory located in first floor Office lobby.

Office Unit Owners shall pay electric charges for their respective Office Units based on actual usage. Water and sewer charges, gas charges (for hot water of the Office Section and heating of common areas in the Office Section) are included as part of the Office Common Charges listed in the Office Budget.

The Sponsor believes, as is confirmed by the Certification of FS Residential, that the Office Common Charges payable by the Office Unit Owners are sufficient to cover the expenses fairly attributable to the Office Section.

There will be an Office Board which shall be entitled to make determinations with respect to matters that do not affect (to more than an immaterial extent) any portion of the Building other than the Office Units, Office Common Elements and the Office Budget, and to the operation, care, upkeep, maintenance and administration of the affairs thereof, and shall have the powers and duties described in the Office By-Laws and Declaration, subject, however, to any provisions in the Office By-laws and Declaration that provide otherwise and/or that set forth restrictions on the right to make such determinations. In addition, except as may otherwise be provided in (and subject to) the Condominium Documents, each of the Office Unit Owners shall have such powers as are permitted by Law, and shall be entitled to make determinations, with respect to all

matters relating exclusively to their respective Office Units.

The Declaration and Office By-laws authorize the Office Board to specifically allocate expenses or specific expense items and to apportion Office Common Charges to the Office Units resulting from changes in use or from changed circumstances.

The Office Board shall consist of five (5) individuals designated by Office Unit Owners, three (3) of which shall be designated by Sponsor or its designee until date upon which Sponsor no longer owns any Office Unit in the Building. There shall be no restriction on the right of Sponsor to vote for members who are nominated by Non-Sponsor Owners.

The Office Board shall be entitled to designate three Master Board Members to the Master Board of the Condominium. During the Control Period of the Sponsor, two (2) of the three (3) Board Members representing the individual Office Unit Owners shall be designated by the Sponsor or its designee until the date upon which Sponsor no longer owns any Unit in the Building.

For so long as Sponsor or its designee shall own an Office Unit, no Board shall adopt rules or regulations, without Sponsor's or Sponsor's designee's consent, which (i) restrict uses of the Office Units which are permitted by this Plan, the law and applicable zoning ordinances, or (ii) restrict or diminish the provision of services usually provided to an Office Unit.

The Percentage of Interest in the Common Elements appurtenant to the Office Units is based, as in the case of the Residential Units, on method (iv) contained in Section 339-i of the New York Condominium Act, that is, upon floor space, subject to the location of such space and the additional factors, such as the relative value to other space in the Condominium, the uniqueness of the Office Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Office Unit.

An Office Unit Owner is obligated to comply with the Declaration, Master By-Laws, Master Rules and Regulations, Office By-Laws, Office Rules and Regulations and any other requirements of the Master Board and Office Board.

An Office Unit shall be delivered as a "White Box" finished with drywall only and with capped utility connections. Purchasers are advised that an Office Unit may be offered for lease by Sponsor. The Purchasers or tenants would be responsible for the fit-out of the Office Unit, which would include the obligation to perform sufficient work to obtain a Certificate of Occupancy with respect to the Office Unit. Notwithstanding the foregoing, nothing contained herein is intended to release Sponsor from its obligation to obtain the Permanent Certificate of Occupancy for the Building.

Sponsor and its designee shall have the right as to its Unsold Office Units without the

consent of any Board or other Unit Owners, to seek to amend the certificates of occupancy for the Building and/or obtain any required special permit, other permit, zoning variance or other variance, in order to permit changes to the permitted use(s) of Office Units, or to eliminate restrictions on such use; the prior written consent of the applicable Board shall be required in all other instances. Notwithstanding the foregoing, no Unit may be used in violation of the restrictions contained in the Condominium Declaration and By-laws.

RETAIL UNIT

The Condominium contains one (1) Retail Unit, portions of which shall be located on the first and second floors of the Base. The Retail Unit is not currently offered for sale. While Sponsor (or its designee) will initially retain ownership and the rights to the Retail Unit, Sponsor (and its designee) reserve the right to subdivide and/or transfer title to the Retail Unit or a portion thereof at any time upon the submission of an amendment to the Plan.

For so long as there is only one Retail Unit Owner, there shall be no Retail Board. If the Retail Unit Owner chooses to subdivide the Retail Unit, the Retail Unit Owner will amend the Master By-Laws to create a Retail Board and shall create separate Retail Rules and Regulations, subject to the approval of the Master Board.

The Retail Unit includes the loading dock located on the first floor of the Base. Sponsor, Sponsor's designee, the Unit Owners, each Board and the Managing Agent will all have an easement to use said loading dock until such time as Phase II is completed, and another loading dock is created as part of Phase II. Once a second loading dock is available, Sponsor (and/or its designee) shall have the right, in its sole discretion, to either retain, modify or terminate the easement. If Sponsor or its designee elect to terminate the easement, then, upon termination, the existing loading dock will be used solely by the Retail Unit.

Except as otherwise permitted in the Declaration and various By-laws with respect to Units owned by Sponsor, including without limitation the right of Sponsor and its designees to use any Unit owned by Sponsor as a sales office or model to promote the sale of Units, the Retail Unit may be used for any lawful purposes except for residential purposes or for office use. Moreover, the Declaration and the Master By-laws provide that the Retail Unit may not be used as a club, settlement house or welfare center. Furthermore, no Retail Unit in the Building may be used:

(i) for obscene or pornographic purposes or activities or the sale or distribution of any obscene or pornographic material, as such terms are defined in Section 235 of the New York Penal Law; or

(ii) for the purpose of performing any abortions or providing any professional counseling or advice advocating abortions; or

(iii) for the purpose of providing counseling to substance abuse patients, nor may such be used to operate a shelter for the homeless; or

(iv) for any use involving noxious or immoral use; or

(v) for the dispensing of methadone; or

(vi) as a clinic, which involves drug or alcohol treatment or rehabilitation; or

(vii) in a manner which causes an increase in the cost of insurance carried by the Condominium unless such increase in premium is paid by the Unit Owner whose change in use causes the increases.

Sponsor and its designees and each Unsold Retail Unit Owner shall have the right as to its Retail Unit(s) without the consent of the Master Board or Retail Board, to seek to amend the certificates of occupancy for the Building and/or obtain any required special permit, other permit, zoning variance or other variance, in order to permit changes to the permitted use(s) of the Retail Unit or to eliminate restrictions on such use; the prior written consent of the Master Board and Retail Board shall be required in all other instances. Notwithstanding the foregoing, no Retail Unit may be used in violation of the restrictions contained in the Condominium Declaration and By-laws.

The Retail Unit is owned by Sponsor and is not currently offered for sale. No representation is made with respect to the continued ownership by Sponsor of all or any portion of the Retail Unit, or as to who the tenants or occupants of any portion of the Retail Unit may be at any time or as to the uses to which any portion of the Retail Unit may be put at any time (except that the Retail Unit may be used for any lawful purpose or as otherwise limited by the Plan). The use of the Retail Unit may generate noise or other disturbances over which the other Unit Owners will have no control. The Retail Unit may be lawfully used for purposes that would entail congestion and other similar inconveniences to residents.

The Retail Unit consists of the area measured horizontally from the exterior surface of the exterior Building walls or the exterior point of the party wall on the Land (whichever is greater), from the midpoint of the interior demising partitions separating the Unit from another Unit, from the midpoint of the common element of interior walls to the midpoint of partitions separating the Unit from stairs or other mechanical equipment spaces or any other Common Elements. Columns, mechanical pipes, shafts and chases, are not deducted for the purpose of these floor area measurements. The Retail Unit will consist of the volume measured vertically from the top of the concrete floor to the underside of the concrete or suspended ceiling except that any Common Elements located within the Retail Unit shall not be considered as part of the Retail Unit. In the event the Retail Unit is subdivided, the Retail Unit Common Elements will be allocated to each Retail Unit on a square foot percentage basis.

The Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the Offering Plan. All dimensions are approximate. The dimensions shown on the floor plans in Part II of the Plan are subject to construction variances within reasonable tolerances. Plans and dimensions may also contain minor variations from floor to floor. As is customary in New York City, these square foot areas exceed the useable floor area of each Unit. See the sections entitled "Schedule A," "Description of Property and Improvements," and the Declaration of Condominium for further details.

Unit Plans depicting layouts of Units appear in Part II of the Plan ("Floor Plans"). Purchasers are advised that Floor Plans contained in Part II of the Plan depict the marketing floor designations of each Unit and not the construction floor designations of each Unit. Purchasers should note that the square footage of each Unit, as reflected in Schedule A and the Floor Plans set forth in Part II of the Plan, is approximate within reasonable tolerances and may change due to field conditions and construction variances and tolerances. Because dimensions listed are based on measurements from exterior walls in some cases, they do not accurately represent the interior space in the Unit and may significantly exceed the actual floor area. Floor area may include columns, mechanical pipes, shafts, shaftways, chases, chaseways and conduits which may be incorporated behind protruding walls or may be separately enclosed as freestanding columns thereby reducing the available floor area.

Except where specified otherwise, all references in the Plan and in marketing materials to "floors" are references to their "marketing" designation and not the designation given to the floors on the plans submitted to the New York City Department of Buildings.

A Retail Unit Owner may sell or lease all or any portion of the Retail Unit, without any restriction or limitation imposed pursuant to the Declaration or the Master By-Laws, unless otherwise provided herein. The Retail Unit Owner has the right to subdivide its Unit, subject to applicable governmental regulations. Notwithstanding the foregoing, prior to the issuance of a PCO for the Building, the Retail Unit Owner must obtain Sponsor's consent prior to dividing the Retail Unit. In addition, a Retail Unit Owner (who is not Sponsor or Sponsor's designee) shall not, prior to the issuance of a PCO, perform any Alterations in the Retail Unit or Retail Common Elements which would have a material adverse effect on a Common Element or a Unit or on the structural, mechanical, electrical or plumbing elements of the Building, or the exterior appearance of the Building, or which would increase insurance premiums or maintenance costs for any non-Retail portion of the Building, unless said Retail Unit Owner shall, with respect to that portion of the Alterations that impairs or modifies any such non-Retail portions of the Building, (i) obtain prior written consent from Sponsor, and if applicable, the Master Board (which consent may be withheld for any or no reason at Sponsor's or a Board's sole discretion) and (ii) fulfill the Alteration Obligations (as annexed hereto in Exhibit E to this Declaration).

Sponsor, its designee (and the Owner of the Retail Unit subject to approval of the Master Board) shall have the right to construct ventilation and/or exhaust flues to the roof of the Building if the same is required and or appropriate for the use of the Retail Unit, and to maintain mechanical equipment on the roof. Notwithstanding the foregoing, prior to the issuance of a Permanent Certificate of Occupancy for the Building, the Retail Unit Owner must obtain Sponsor's written consent prior to constructing said ventilation and/or exhaust flues.

If the Retail Unit is owned by the Sponsor or its designee, no Board approval of signage and/or awnings shall be required. The Sponsor shall have an easement to install any signs that the Sponsor deems appropriate whether or not such signs are related to the use of the Retail Unit,

provided only that any such signs comply with all governmental rules and regulations relating to any such sign installation. Furthermore, if Sponsor or its designee shall lease the Retail Unit, Sponsor or its designee shall have the right to extend such easement to its commercial tenants so long as such a tenant shall install its signage only within a designated signage area, as determined by Sponsor or its designee, and as approved by the Master Board.

If the Retail Unit Owner is not the Sponsor or its designee, the Retail Unit Owner shall obtain approval from the Retail Board and Master Board for signage and/or awnings within a designated area, which approval shall not be unreasonably withheld. Notwithstanding the above, so long as the signage complies with all applicable law, no Retail Unit Owner shall be obligated to obtain the approval of signage within the confines of its Storefront, unless such signage affects the operation or enjoyment of any other Unit or Section of the Building, in which case the Master Board's approval will be necessary.

A Retail Unit Owner may install nameplates and/or identification signage within the designated area, provided that such nameplates and/or identification signs, comply with all applicable municipal codes and/or regulations.

The Retail Unit Owner(s) shall pay electric charges, gas charges and water and sewer charges for their respective Retail Units based on actual usage. All of the foregoing charges are included as part of the Master Common Charges paid by the Retail Unit(s).

In the event of subdivision of the Retail Unit, and the creation of a Retail Board, the Retail Board shall consist of two (2) individuals designated by Retail Unit Owners, two (2) of which shall be designated by the Sponsor or its designee until the date upon which Sponsor no longer owns any Retail Unit in the Building. Sponsor believes, as is confirmed by the Certification of the Managing Agent, that the Common Charges payable by the Retail Unit Owner is sufficient to cover the expenses fairly attributable to the Retail Unit. Notwithstanding the foregoing, the Retail Unit, or in the event a Retail Board is created, then the Retail Board, shall be entitled to designate two (2) members to the Master Board.

The Retail Board shall be entitled to make determinations with respect to matters that do not affect (to more than an immaterial extent) any portion of the Building other than the Retail Unit, Retail Common Elements, the Retail Budget and to the operation, care, upkeep, maintenance and administration of the affairs thereof, and shall have the powers and duties described in the Master By-Laws and Declaration, subject, however, to any provisions in any By-laws and Declaration that provide otherwise and/or that set forth restrictions on the right to make such determinations. In addition, except as may otherwise be provided herein or in (and subject to) the Condominium Documents, each Retail Unit Owner shall have such powers as are permitted by Law, and shall be entitled to make determinations, with respect to all matters relating exclusively to their respective Retail Unit.

The Declaration and Master By-laws of the Condominium authorize the Retail Board to

specifically allocate expenses or specific expense items and to apportion Common Charges to the Retail Unit resulting from changes in use or from changed circumstances.

The Retail Unit Owner has rights and obligations which differ from those of the Residential Unit Owners. These include, but are not limited to, the right to sell and sublease without being subject to the right of first refusal. In addition, the Retail Unit Owner shall not be subject to the same Residential Rules and Regulations as the Residential Unit Owners. Further, it has certain signage rights, as further described in the By-laws. These rights and obligations will not have a material adverse impact upon the Condominium. See the Declaration and By-Laws in Part II for a full description.

For so long as Sponsor or its designee shall own a Retail Unit, neither the Master Board nor the Retail Board will adopt rules or regulations, without Sponsor's consent, which (i) restrict uses of the Retail Unit which are permitted by this Plan, the law and applicable zoning ordinances, (ii) restrict the provision of services usually provided to a Retail Unit, or (iii) adversely affect the Retail Unit without the Retail Unit's written consent.

The Retail Unit's Percentage of Interest in the Common Elements is based, as in the case of the Residential Units, on method (iv) contained in Section 339-i of the New York Condominium Act, that is, upon floor space, subject to the location of such space and the additional factors, such as the 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 Retail Unit Owner is obligated to comply with the Declaration and Master By-Laws, Master Rules and Regulations, and any other requirements of the Master Board and Retail Board.

All or any part of the Retail Unit may be leased or subleased by the then Owner of the Retail Unit, as more fully set forth in the Declaration and Master By-Laws. Except as otherwise provided above, the Retail Unit may be divided by its Owner and the Retail Board will execute any and all documents required by the Retail Unit Owner for this purpose. If the Retail Board fails to execute any such documents, the Sponsor, or its designee shall be authorized to execute such documents on the Retail Board's behalf. Notwithstanding the foregoing, prior to the issuance of a Permanent Certificate of Occupancy for the Building, the Retail Unit Owner must obtain Sponsor consent prior to dividing the Unit. For a more complete discussion of the foregoing, see the Section entitled "Rights and Obligations of Unit Owners and the Boards – Sales and Leases of Units."

Purchasers are advised that the Retail Unit, or a portion thereof, may be offered for lease by Sponsor as a "White Box" finished with drywall only, and capped utility connections. The tenant shall be responsible for the fit-out of the Retail Unit, which shall include the obligation to perform sufficient work to obtain a Certificate of Occupancy with respect to the Retail Unit. Notwithstanding the foregoing, nothing contained herein is intended to release Sponsor from its

obligation to obtain the Permanent Certificate of Occupancy for the Building.

In the event Sponsor shall sell the Retail Unit prior to obtaining a Certificate of Occupancy for the Retail Unit, the Purchaser of the Retail Unit will be responsible for undertaking any alterations, improvements or other construction necessary to obtain a Certificate of Occupancy for the use of the Retail Unit, at said Purchaser's sole cost and expense. All such alterations, improvements and other construction shall be undertaken only after obtaining the approval of the Sponsor (or the applicable Board if the Sponsor no longer owns any Unit in the Condominium), and signing an alteration agreement describing the work to be completed, and filing such documents as may be necessary to obtain a Certificate of Occupancy.

PARKING UNIT

The Parking Unit is not currently offered for sale. While the Sponsor will initially retain ownership and the rights to the Parking Unit, the Sponsor reserves the right to transfer title to the Parking Unit at any time upon the submission of an amendment to the Plan.

The Parking Unit is one Unit with its own separate tax lot. The Parking Unit is located primarily on the four (4) cellar levels (P4, P3, P2 and P1) of the Building. In addition, the garage exhausts of the Parking Unit are located on Floors 1-4. The Parking Unit must be used for parking purposes and for no other purpose. Parking will managed by a separate vendor. Unit Owners will contract directly with the vendor for parking on a daily, weekly, monthly or other long term basis. All details, including without limitation, the allocation, availability and fees relating to the Parking Spaces shall be provided by the vendor.

During Phase I, the Parking Unit will have the ability to accommodate approximately 982 vehicles. The quantity of required parking spaces for each Section of the Condominium is based on zoning requirements as noted in sections 36-21 and 36-33, chapter 6 of the Zoning Resolution of the City of New York. Section 36-33 provides that the minimum number of parking spaces allocated to the Residential Section must be equivalent to one-half (50%) of the total Residential Units in the Building. As such, one-half of the 148 Residential Units requires a minimum of seventy four (74) Residential spaces. Section 36-21 provides that the minimum number of Non-Residential parking spaces must be equivalent to one parking space per 1,000 square feet of the Office and Retail floor area. The approximate 224,174 gross square feet of the Building's Retail and Office Sections require a minimum of 224 Non-Residential parking spaces. While no representation or guarantee is provided by Sponsor regarding the availability of parking spaces, it is expected that sufficient Residential parking spaces will be available so that each Residential Unit in the Building will be able to park a vehicle in the Parking Unit.

Automobile access to the Parking Unit is by means of a concrete ramp from 39th Avenue. Two separate elevator lobbies are provided with two (2) elevators in each lobby. One lobby is located in the Southwest corner of the first floor level adjacent to the Public Park. The other lobby is located in the Northeast corner of the first floor level adjacent to the Public Park accessway.

Except as otherwise noted, the Parking Unit shall include the entire P1, P2, P3 and P4 levels of the Building (except to the extent any space on said levels is incorporated into any General Common Element, Residential Common Element, Office Common Element or Retail Common Element) through the underside of the Parking Slab. The Parking Unit shall also include: (i) the garage exhausts located on Floors 1-4 exclusively benefiting or serving the Parking Unit; (ii) any mechanical or electric equipment located on Floors 1-4; (iii) windows, if any, doors, ramps and the exterior walls of the Building that are exclusively used for the benefit of the Parking Unit; (iv) any doors providing access between the Parking Unit and Common Elements; (v) the portion of the sprinkler system wholly contained within the Parking Unit,

including fittings, valves, sprinkler heads, and piping; (vi) any and all installations inside the Parking Unit or outside the Unit but which serve only the Parking Unit for services such as heat, power, light, telephone, and water (including all pipes, ducts valves, wires, cables, chutes, and conduits used in connection therewith); (vii) the interior stairs connecting the adjoining floors within the Parking Unit; and (viii) all other Facilities in the Building which exclusively serve or benefit the Parking Unit.

The Parking Unit consists of the area measured horizontally from the exterior surface of the exterior Building walls or the exterior point of the party wall on the Land (whichever is greater), from the midpoint of the interior demising partitions separating the Unit from another Unit, from the midpoint of the Common Element of interior walls to the midpoint of partitions separating the Unit from stairs or other mechanical equipment spaces or any other Common Elements. Columns and mechanical pipes and shafts and chases (whether along the perimeter or within the Unit) are not deducted from the square foot area of the Units. Measured vertically, the Parking Unit consists of the volume from the top of the floor slab below (located under the finished flooring and sub floor materials) to the underside of the floor slab above. The concrete floor slabs between the P1, P2, P3 and P4 levels shall be a part of the Parking Unit. The floor area occupied by any Common Elements within the Parking Unit have been included in the computation of the floor area of such Unit, but such Common Elements shall not be considered part of that Unit.

Purchasers or Unit Owners who sign a parking lease agreement with the parking vendor (hereinafter "Parking Space Lessees") should be aware that in order to exercise the right to any Parking Space, they must agree to use the services of a garage attendant to park and retrieve their vehicle(s). Parking Space Lessees will not be allowed to directly access their vehicle(s) inside the Parking Unit without interacting with the garage attendant. The garage attendant shall have sole discretion in choosing the actual Parking Space for a vehicle.

Purchasers are advised that based upon the status of construction of the Building, no representation is made as to when any Parking Spaces may be available for use. Notwithstanding any delay in completion of the Parking Spaces, Purchasers will still be required to close title to the Residential Unit and pay the balance of the Residential Unit Purchase Price on the originally scheduled closing date.

The Parking Spaces are located on below grade levels of the Building and neither Sponsor, nor its designee, can make any representation that the Parking Spaces will remain dry or will not experience any water infiltration and neither the Sponsor, nor its designee, nor the Master Board will be responsible for any damage to vehicles parked in the Parking Unit. Purchasers who place their vehicles in the Parking Spaces do so at their own risk and Purchasers are advised to consult with their insurance brokers regarding appropriate coverage for such vehicles.

The Master Board will not adopt rules or regulations which (i) restrict uses of the Parking Unit which are permitted by this Plan, the law and applicable zoning ordinances, (ii) restrict the provision of services usually provided by a parking garage or (iii) adversely affect the Parking Unit without the written consent of the Parking Unit Owner.

All or any part of the Parking Unit may be leased or subleased by the Sponsor, its designee, or the then Owner of the Parking Unit, as more fully set forth in the Declaration. Subject to compliance with all applicable laws and governmental rules and regulations, the Parking Unit may be sold without prior notice. Notwithstanding the foregoing, a public offering of the Parking Unit shall only be made pursuant to an amendment to this Plan. The Parking Unit may be divided by its Owner(s), and the Master Board will execute any and all documents required by the Parking Unit Owner for this purpose. If the Master Board fails to execute any such documents, the Sponsor or its designee or any Unsold Parking Unit Owner shall be authorized to execute such documents on the Master Board's behalf. Notwithstanding the foregoing, prior to the issuance of the Permanent Certificate of Occupancy for the Building, the Parking Unit Owner must obtain Sponsor consent prior to dividing the Parking Unit.

No representation is made with respect to the continued ownership by Sponsor of all or any portion of the Parking Unit or as to who the tenants or occupants of any portion of said Unit may be at any time or as to the uses to which any portion of the Parking Unit may be put at any time (except that the Parking Unit may be used for any lawful purpose or as otherwise limited by the Plan). The use of the Parking Unit may generate noise or other disturbances over which the other Unit Owners will have no control.

The Owner of the Parking Unit shall have the right to construct ventilation and/or exhaust flues to the roof of the Building if the same are required by law to permit operation of the Parking Unit and or appropriate for the use of the Parking Unit, and to maintain mechanical equipment on the roof of the Building. Notwithstanding the foregoing, prior to the issuance of a Permanent Certificate of Occupancy for the Building, the Parking Unit Owner must obtain consent from Sponsor or its designee, and must fulfill all reasonable requirements of the Master Board, prior to constructing said ventilation and/or exhaust flues or maintaining such equipment on the roof.

If the Parking Unit is owned by the Sponsor or its designee, no Board approval of signage and/or awnings shall be required. The Sponsor and its designee shall have an easement to install any signs that the Sponsor or its designee deem appropriate whether or not such signs are related to the use of the Parking Unit, provided only that any such signs comply with all governmental rules and regulations relating to any such sign installation. Furthermore, if Sponsor or its designee shall lease the Parking Unit, Sponsor or its designee shall have the right to extend such easement to its commercial tenant so long as such tenant shall install its signage only within the area as determined by Sponsor or its designee and the Master Board.

If the Parking Unit Owner is not the Sponsor or its designee, the Parking Unit Owner shall obtain Master Board approval of signage and/or awnings within a designated area, which approval

shall not be unreasonably withheld. A Parking Unit Owner may install identification signage within the designated area, provided that such identification signs, comply with all applicable municipal codes and/or regulations.

The Parking Unit Owner shall pay electric charges and gas charges for the Parking Unit as directly metered by the utility company. Utilities shall not be included in the Parking Unit Common Charges. The Parking Unit's water and sewer charges will be separately submetered.

The Sponsor believes, as is confirmed by the Certification of the Managing Agent, that the Common Charges payable by the Parking Unit Owner is sufficient to cover the expenses fairly attributable to such Unit.

The Parking Unit's Percentage of Interest in the Common Elements is based, as in the case of the Residential Units, on method (iv) contained in Section 339-i of the New York Condominium Act, that is, upon floor space, subject to the location of such space and the additional factors, such as the 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 Parking Unit Owner is obligated to comply with the Declaration, Master By-Laws, Master Rules and Regulations, and any other requirements of the Master Board.

In the event Sponsor shall sell the Parking Unit prior to obtaining a Certificate of Occupancy for the Parking Unit, the Purchaser of the Parking Unit will be responsible for undertaking any alterations, improvements or other construction necessary to obtain a Certificate of Occupancy for the use of the Parking Unit, at his or her sole cost and expense.

Any Parking Unit Owner (who is not Sponsor or Sponsor's designee) shall not, prior to the issuance of a PCO, perform any Alterations in the Parking Unit which would have a material adverse effect on a Common Element or a Unit or on the structural, mechanical, electrical or plumbing elements of the Building, or the exterior appearance of the Building, or which would increase insurance premiums or maintenance costs for any non-Parking portion of the Building, unless said Parking Unit Owner shall, with respect to that portion of the Alterations that impairs or modifies any such non-Parking portions of the Building, (i) obtain prior written consent from Sponsor, its designee, and if applicable, the Master Board (which consent may be withheld for any or no reason at Sponsor's or a Board's sole discretion) and (ii) fulfill the Alteration Obligations.

STORAGE BINS

There will be a Storage Area (which currently holds approximately 35 Storage Bins) on the fourth floor of the Residential Tower. Said Storage Area shall be considered a Residential Common Element. Sponsor is offering Purchasers of Residential Units the opportunity to purchase licenses for the exclusive use of a Storage Bin (for so long as such Purchasers own a Residential Unit in the Building) pursuant to the terms of a license ("Storage Bin License"), the form of which is set forth in Part II of the Plan. Purchasers should note that the Closing of a Storage Bin License does not require the issuance of a Temporary or Permanent Certificate of Occupancy. Purchasers will be required to consummate the purchase of the Residential Unit and the Storage Bin License simultaneously at Closing even though a Temporary Certificate of Occupancy may not have been issued to the Storage Area. In such event, the proceeds from the sale of the Storage Bin License will be held in escrow ("Storage Bin Escrow") by Escrow Agent until such time as a Temporary Certificate of Occupancy has been issued for the Storage Area. Purchaser will earn no interest on the Storage Bin Escrow. (See the Section of the Plan entitled "Term of Sale" for details.)

Although the Storage Area shall be a Residential Common Element, the Residential Board has granted Sponsor (or its designee) the exclusive right, without charge, to sell Storage Bin Licenses. The Condominium will not be entitled to any of the proceeds from the sale of Storage Bin Licenses. The Residential Board has the right to impose monthly license fees and special assessments in connection with Storage Bins, pursuant to a license. Notwithstanding the foregoing, neither the Residential Board nor the Master Board shall be entitled to lease a Storage Bin or section of the Storage Area (or make any changes to the Storage Area in general) without the written consent of Sponsor. Sponsor and its designee shall have the right to require the Board to enter into a Storage Bin License (and with respect thereto, Sponsor and its designee shall have a power of attorney on behalf of the Residential Board to execute Storage Bin Licenses.)

Purchasers should note that Storage Bin Licenses are not being offered on a "first come-first serve" basis and Sponsor (or its designee) reserves the right to offer the sale of such Storage Bin Licenses to Purchasers in the order Sponsor (or its designee) chooses in its sole and absolute discretion and withhold one or more for future sale. Additionally, Purchasers should be aware that the Building will contain more Residential Units than Storage Bins and as such, not every Residential Purchaser will be afforded the opportunity to purchase a Storage Bin License.

The approximate square footages of each Storage Bin are listed in Schedule A. The Storage Bins may be used only for storage purposes, provided that no materials which pose a health or safety threat or which otherwise create a nuisance may be stored therein, and further provided that Sponsor (or its designee) shall have the right to use any unsold Storage Bin for any lawful purpose or to change the permitted use of any unsold Storage Bin, subject, however, to the provisions of the Residential By-Laws. Each Residential Unit Owner shall be liable for all damage arising out of such Residential Unit Owner's use or misuse of a Storage Bin.

Except for Sponsor, its designee and the Residential Board, only a Residential Unit Owner may own a Storage Bin License. Subsequent transfers of a Storage Bin License by a Residential Unit Owner (other than Sponsor) to another Residential Unit Owner shall be subject to the same right of first refusal of the Residential Board, Sponsor or its designee and other transfer procedures as are applicable to the transfer of a Unit, except that the Residential Board, at its sole discretion, may adopt a different procedure for such transfers between Unit Owners. Notwithstanding the foregoing, in the event a Storage Bin is transferred along with a Residential Unit, the Residential Board shall not exercise its right of first refusal solely with regard to a Storage Bin without simultaneously exercising such right for the Residential Unit.

The Residential Unit Owners who enter into a Storage Bin License agree to pay, on a monthly basis, in accordance with Schedule A-1, the costs and expenses relating to the operation and maintenance and minor repairs to the Storage Bins in accordance with the square footage of each Storage Bin. All material repairs or replacements to a Storage Bin shall be performed by the Residential Board and the cost and expense thereof shall be borne by the Residential Unit Owners as part of the Residential Common Charges.

Subject to the provisions of the Residential By-laws, a Residential Unit Owner who owns a Storage Bin License will only be permitted to sell a Storage Bin License (or assign upon consent of Sponsor or its designee or waiver of the right of first refusal by the Residential Board) to another Residential Unit Owner or a Purchaser of a Residential Unit. In the event a Storage Bin Licensee elects to terminate a Storage Bin License or sells its Residential Unit and does not assign same to another Residential Unit Owner or a person acquiring a Residential Unit, the rights to the Storage Bin in question will revert to Sponsor without compensation to such Residential Unit Owner. In such event, Sponsor shall have the right to (i) sell a new license for such Storage Bin to another Residential Unit Owner in its sole discretion and shall keep the proceeds of such sale or (ii) choose not to accept rights to the Storage Bin and, in such event, the rights to the Storage Bin shall revert to the Residential Board. Notwithstanding the foregoing, Sponsor shall have the right to relinquish said right at any time in writing.

Except as otherwise provided herein, Storage Bin Licenses may not be assigned by the respective Unit Owners.

Sponsor (or its designee) reserves the right, at any time, both before and after the recording of the Declaration, without the consent of any Board, any Unit Owner or Mortgagee, to (a) change the size, square footage or number of, any Storage Bin, and (b) change the size, or number of, Storage Bins by dividing one or more Storage Bins into two or more separate Storage Bins, by combining two or more Storage Bins into one or more Storage Bins, by altering any boundary walls between Storage Bins or by incorporating Common Elements into such Storage Bin.

Sponsor cannot make any representation that the Storage Bins will remain dry or will not experience any water infiltration and neither Sponsor nor the Residential Board will be responsible for any damage to items placed in the Storage Bins. Residential Unit Owners who

place their items in the Storage Bins do so at their own risk and Purchasers are advised to consult with their insurance brokers regarding appropriate coverage for such items.

A Purchaser of a Storage Bin License must execute the Storage Bin License Agreement at Closing, as set forth in Part II of the Plan. The Residential Board is required to execute a Storage Bin License Agreement for any Storage Bin being sold by Sponsor to a Purchaser. In the alternative, Sponsor may execute such Storage Bin License Agreement on behalf of the Residential Board. Until closing of title to a Residential Unit, at which time Purchaser obtains rights to a specific Storage Bin, Sponsor has the right to change the designated Storage Bin number allocated to Purchaser in the Storage Bin License Agreement.

Sponsor (or its designee) may sell licenses for more than one Storage Bin to one Purchaser or reserve Storage Bins for particular Residential Units. Although, as of the Date of the Plan, Sponsor (or its designee) intends to sell licenses to all of the Storage Bins, Sponsor (or its designee) has reserved the right to cease marketing Storage Bin Licenses in Sponsor's (or its designee's) sole discretion. There is no restriction on the right of Sponsor (or its designee) to retain the right to use the Unsold Storage Bins and control licensing of the Unsold Storage Bins, regardless of whether Sponsor (or its designee) owns any Units in the Building. Sponsor (or its designee) shall have, and the Units and Common Elements shall be subject to, an easement to use the Common Elements of the Building other than those portions which comprise Residential Limited Common Elements, for any lawful purposes including, but not limited to, the purpose of accessing and using the Storage Bins, or any other Common Elements to which Sponsor (or its designee) has retained rights.

OPEN SPACE AND PUBLIC PARK

Sponsor entered into a Declaration of General Large Scale Development, dated as of December 30, 2013 and recorded on January 14, 2014 as CRFN 201400017007 (the "GLSD") in the Office of the Register of the City of New York, Queens County (the "Clerk's Office"), which, among other things, requires that Sponsor (or its designee) (i) construct, maintain, repair and operate a publicly accessible open space (the "Open Space") and (ii) form a property owners' association ("POA"), which POA shall be responsible for maintaining, repairing and operating the Open Space as required under the GLSD.

The Open Space will be located between Phase I (located on Lot 40) and Phase II (located on Lot 25), portions of which will be developed separately in each Phase. As described in this Plan, Phase I shall include a landscaped outdoor public park area of approximately 25,796 square feet off of 39th Avenue adjacent to the west and north side of the Building (the "Public Park"). Once Phase II is completed, the total area of Open Space will be approximately 85,427 square feet and will include the approximate 25,796 square feet of the Public Park.

In accordance with the terms of the GLSD, the applicable boards of Phase I and Phase II will agree that the Open Space will be maintained, repaired and operated pursuant to the terms of the Declaration Establishing Property Owners' Association and of Covenants, Conditions, Easements and Restrictions (the "POA Declaration"). A copy of the POA Declaration is attached hereto as Exhibit S in Part II of the Plan. The POA Declaration provides that the POA shall be deemed automatically formed upon the Initial Construction of the Open Space (as such capitalized terms are defined in the POA Declaration).

In accordance with the POA Declaration, the costs associated with the maintenance, repair and operation of the Open Space (the "POA Charges") shall be allocated to Phase I in an amount equal to the gross square footage of Phase I (i.e. the sum of the gross square footage of all office, retail, residential space and any other type of space constructed in Phase I, but in all cases excluding the Open Space and any parking garages, surface parking or parking deck located in Phase I) relative to the gross square footage of Phase I and Phase II in the aggregate (i.e., the sum of the gross square footage of all office, retail and residential space and any other type of space constructed in Phase I and Phase II, but in all cases excluding the Open Space and any parking garages, surface parking or parking deck located in Phase I and/or Phase II.) Notwithstanding the foregoing, the POA Board, in its discretion, will separately allocate waterproofing and slab charges.

The Master Board of each Phase shall be responsible to the POA for the amount assessed by the POA with respect to its Condominium, irrespective of whether any Unit Owner pays or fails to pay its common charges, including any costs the POA incurs in connection with the collection of any unpaid amounts from such Master Board.

The POA Charges shall be (i) included in the Master Common Charges, and (ii)

collectible and recoverable in the same manner as any other Common Charges due and payable by any Unit Owner. A projected budget for the POA (Schedule C) is included in this Plan. See footnotes to Schedule C for further details.

The POA will be managed by a board of managers (the "POA Board"), consisting initially of two (2) members (the "POA Board Members"). One (1) POA Board Member will be appointed by the Master Board of the Condominium and one POA Board Member shall be appointed by the applicable Phase II board, each of whom must also be members of the designating Board, respectively.

Each POA Board Member appointed by a Board (or owner) shall be entitled to cast a percentage of the votes in a meeting of the POA Board equal to the quotient, expressed as a percentage, of (x) the POA Share allocated to such Board (or owner) having appointed such POA Board Member at such time divided by (y) the aggregate POA Shares allocated to all Boards (or owners) having appointed a POA Board Member who is serving on the POA Board at such time.

For so long as Sponsor (or its designee) controls the Master Board, Sponsor (or its designee) shall also retain the right to designate the POA Board Member on behalf of Phase I. Purchasers are advised that there is a possibility that the period of Sponsor control may never end.

The Phase II construction is expected to include an additional area of open-air plaza. Once completed, the area of the open-air public plaza is expected be approximately 85,427 square feet ("Open Space") and will include the area of the Public Park described in this Plan. In the event Phase II never gets developed, then the landscaped "Public Park" of approximately 25,796 square feet off of 39th Avenue adjacent to the west and north side of the Building shall be the only public park area of the development.

The Phase II Owner, which may be an affiliate of Sponsor or a subsequent owner, expects to commence development of Phase II within approximately thirty-six (36) months of the presentation of this Plan, subject to Force Majeure, the acts or delays of others and any other issues or occurrences that are beyond the Phase II Owner's control.

Prospective Purchasers are advised that they may be required to close title to their Unit while construction in Phase II is continuing, which construction may, possibly, take place for extended periods of time, and that noise, vibration, dust and other objectionable conditions inherent in a construction site may inconvenience Unit Owners after closing.

In addition to the GLSD, Sponsor entered into (i) a Restrictive Declaration – Parking ("Parking Restrictive Declaration"), dated as of December 30, 2013 and recorded on January 14, 2014 as CRFN 201400017009 in the "Clerk's Office" which discusses parking restrictions; and (ii) a Department of Environmental Protection Declaration, dated as of December 30, 2013 and recorded on January 14, 2014 as CRFN 201400017008 in the Clerk's Office which discusses

environmental restrictions. A copy of the DEP Declaration is included in Part II as Exhibit P. A copy of the Parking Restrictive Declaration is included in Part II as Exhibit Q. In addition, a copy of the Deed for the property, which describes the foregoing documentation, is included in Part II as Exhibit R.

If Phase II never gets developed, the size of the Open Space will be reduced to that portion constructed as the Public Park of Phase I, and the cost to maintain, repair and operate the reduced Open Space shall be (i) included in the Master Common charges as the same may be determined from time to time by the Master Board, and (ii) borne solely by the Phase I Condominium. In the event Phase II is implemented, the methods of allocating the expenses allocated to the Open Space may be subject to change.

CHANGES IN PRICES OR UNITS

The right has been reserved to increase or decrease the purchase price of any Unit. However, no such change in purchase price shall be made with respect to a Unit for which a Purchase Agreement is then in effect without the consent of the Purchaser thereunder.

The Plan will be amended to reflect (i) a general price change affecting a group, line, or other category of Units (as distinguished from an isolated price change), (ii) a price change to be advertised in a newspaper or other media, or (iii) a higher price for an individual Unit.

In the event of a price change for one or more Units, the Purchaser of a Unit may pay, or may have paid, more or less than other Purchasers of comparable Units having the same percentage of Common Interest. A change in price, in and of itself, will not affect the Common Charges or Percentage of Common Interest for any Unit (including those Units whose prices have changed), nor affect the purchase price stated in any Purchase Agreement then in effect.

The Sponsor (or its designee) reserves the right to negotiate with Purchasers all aspects of the price of the Units, including but not limited to, (i) renovations or improvements to the Units or the fixtures or equipment contained therein, or credits or allowances therefor; (ii) reduced Down Payments on account of the purchase price; (iii) amount of financing, the term of the loan and the lender for which application is to be made; (iv) payment of all or part of the Purchaser's closing costs, and (v) any and all other costs related to acquiring the Unit. Furthermore, Sponsor reserves the right to amend the Plan to add and/or delete negotiable terms.

Additionally, neither Sponsor nor its designee will have liability to any Purchaser, nor will any Purchaser be entitled to a credit, offset or reduction in the purchase price for a Unit, or otherwise be relieved from any obligations under a Purchase Agreement, by virtue of a non-material inaccuracy or error in the Floor Plans.

Changes of Size, Layout, Finishes and Number of Units

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, and its designees, reserve the right, at any time, both before and after the recording of the Declaration, without the consent of any Board, any Unit Owner or mortgagee, to (a) change the size, square footage, layout of, or number of, rooms in any Unsold Unit, (b) change the size, or number of, Unsold Units by dividing one or more Unsold Units into two or more separate Units, by combining one or more Unsold Units into one or more Unsold Units, by altering any boundary walls between Unsold Units or by incorporating Common Elements (such as a portion of a hallway, without changing the Common Interest, which will thereafter be deemed to be a Limited Common Element), which exclusively benefits an Unsold Unit, into such Unsold Unit and, (c) if appropriate, reapportion among the Unsold Units affected by any such change the aggregate Common Interest. In the event of any change pursuant to either (b) or (c) above, such change shall be disclosed in a duly filed

amendment to the Plan. No such change, including any change in the Common Interest or in the amount of quality of Common Elements directly affecting or servicing a Unit, will be made with respect to such Unit for which a Purchase Agreement is then in effect which increases or decreases the square footage area (excluding interior partitions) or Common Interest by more than 5%, or materially changes the layout of such Unsold Unit, unless the Purchaser consents to such changes. Provided Purchaser's consent is not required, a Purchaser will not be excused from purchasing the Unit and will not have any claim against Sponsor as a result of any such change and will not affect a Purchaser's obligations under the Purchase Agreement or the Plan. If Purchaser's consent is required as a result of such change and Purchaser refuses to consent, then in such event, Sponsor may offer Purchaser a right of rescission and Purchaser shall have the option of whether or not to accept such right of rescission. If accepted, Sponsor's sole obligation shall be to refund to Purchaser the Deposit made under the Purchase Agreement and any interest earned thereon, except for funds expended by or reimbursed to Sponsor for upgrades or extras.

As provided for in the applicable By-laws, once the Control Period ends, a Board may provide a Unit Owner in its Section with the foregoing rights of Sponsor in connection with the combination of Units.

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

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

No change will be made in the size or number of Units and/or their respective Percentages of Common Interest, and no material change will be made in the size or quality of Common Elements, except by amendment to the Offering Plan filed with the Department of Law, and when applicable, an amendment to the Declaration, except as otherwise provided in this Plan.

Except as provided to the contrary in this Section or in the By-Laws, the right to change the size, layout and the number of Unsold Units may be exercised by Sponsor or its designee without

the consent or approval of any Board, any Unit Owner or any mortgagee.

If the size of a Unit is changed either as a result of subdivision, combination, alteration of boundary walls or otherwise, the percentage of Common Interest allocated to such Unit may be increased or decreased accordingly; however, no such reallocation will increase or decrease the total Common Interest allocated to all Units in the Building.

Any reallocation of Common Interest will vary the estimated annual Common Charges for the Unit or Units affected thereby from the amounts estimated in Schedule A; however, such change shall not affect the proportion or amount of Common Charges for any other Units that are then under Contract.

Unless an affected Purchaser consents, no material change will be made in Unit size, layout or Percentage of Common Interest once a Purchase Agreement has been executed and delivered to the Sponsor or its designee for that Unit.

The layout of a Unit may be changed by altering interior partitions and the like without prior notice or amendment to the Plan. If the number of Units, the size of any Unit or Percentage of Common Interest allocated to any Unit is changed, the Plan will be amended accordingly.

To the extent not prohibited by law, if the size or configuration of a Unit is changed in compliance with this Plan and the Condominium Documents, and, in connection therewith, a wall, space, or other area forming a part of the Common Elements or Limited Common Elements servicing and benefiting only such Unit is demolished or incorporated in the Unit, then such Common Element or Limited Common Elements shall be deemed for the exclusive use and benefit of the Owner of such Unit and the Unit's Common Interest will remain unchanged. Notwithstanding the foregoing, Sponsor may not incorporate Common Elements portions of a lobby or amenity into a Unit.

Sponsor reserves the right, in its sole and absolute discretion, to change the materials, finishes, fixtures, equipment or appliances specified in the Architect's Report, without amendment to the Plan, provided only that the substitution is substantially similar to the item being replaced. In addition, Sponsor reserves the right to make changes in its construction of the Building, including architectural, structural, electrical or mechanical plans, provided only that it complies with all Legal Requirements and provided it doesn't materially diminish the quality or services provided to a Purchaser in contract.

Changes Requested by Purchasers

Sponsor may agree to modify or upgrade the Floor Plans and finishes of certain Residential Units or to do special custom work or provide extras to the Residential Units if requested by individual Purchasers and agreed to by Sponsor, in writing, in its sole discretion (hereinafter, "Purchaser Work"), provided only that any such work will comply with any laws,

rules or regulations of any governmental agency having jurisdiction over the Purchaser Work. Such Purchaser Work shall be performed upon such terms and conditions as the Sponsor and the Purchaser may agree. Sponsor shall have the right to refuse to perform any Purchaser Work unless Purchaser shall deposit with Sponsor an additional sum in an amount to be agreed upon to cover the cost of any such Purchaser Work ("Purchaser Work Funds"). All deposits of Purchaser Work Funds shall be initially deposited into the Escrow Account, and released by the Escrow Agent to the Sponsor in accordance with the terms of the Purchase Agreement, to be used by Sponsor to pay for the Purchaser Work. In the event a Purchaser becomes entitled to rescission after the release of such funds, Purchasers shall not receive a refund of Purchaser Work Funds already expended or payable for Purchaser Work. However, any such funds not already expended or payable by Sponsor for such Purchaser Work shall be returned to Purchaser. Furthermore, if Sponsor abandons the Plan, Purchasers will be entitled to a refund of all monies paid to Sponsor, including Purchaser Work Funds, but shall have no other rights or remedies. See the section entitled "Procedure to Purchase" for further details.

A Purchaser of a Unit in the Building may not perform any Alterations whatsoever in its Unit prior to Closing. Pursuant to this Plan and the applicable By-laws, a Residential Unit Owner or Office Unit Owner (other than the Sponsor or its designee) must obtain the consent of Sponsor, its designee, the appropriate Section Board, and the Master Board, if applicable, prior to performing any Alterations in their Unit. Upon such consent, the Unit Owner must fulfill all Alteration Obligations as provided for in Exhibit L of Part II of this Plan. Sponsor's consent may be withheld for any or no reason at Sponsor's sole discretion. Pursuant to the terms of the By-Laws, Sponsor, its designee and/or the Master Board shall have the right to update and revise the Alteration Obligations and shall have the right, upon the review of materials submitted pursuant to the Alteration Obligations, to request revisions thereto.

Pursuant to the applicable By-laws, Unit Owners shall be required to complete their Alterations and to close all open permits within six (6) months of commencement of such Alterations. Pursuant to the applicable By-laws, Unit Owners shall be obligated to add the applicable Board(s) to all permit applications and permit Sponsor, its designee and the applicable Board(s) to close out such permit applications upon completion of the Alterations if the Unit Owner fails to do so.

Unit Owner's Obligations Regarding Alterations.

Since the individual Residential and Office Unit Owners (subject to the approval of the Sponsor or its designee, the Residential or Office Board and if applicable, the Master Board, as described in the By-laws) may be permitted to undertake alteration work (as such term is defined by the NYC DOB) in a Residential or Office Unit, respectively, to complete the construction of said Unit ("Alterations") prior to the procurement of a PCO, such Alterations may cause additional delays in the issuance thereof. As a result, the applicable Section Board, and if applicable, the Master Board, shall have the right to obligate such Unit Owners to complete the Alterations in the Units within six (6) months from commencement of construction so as to enable Sponsor and/or its

designees to obtain the PCO. Sponsor shall not be liable for any delays caused by such Unit Owners or their contractors, employees or agents. Notwithstanding the foregoing, Sponsor and/or its designees are obligated to procure the PCO for the Building, and agree to exercise best efforts to obtain the PCO, subject however to (i) Force Majeure, (ii) the cooperation of the Boards in the Building, and (iii) the acts or resulting delays caused by Unit Owners or their contractors, employees, agents or tenants. Sponsor's obligation to obtain the PCO is subject to administrative delays and delays on the part of the Boards, the Unit Owners or their contractors, employees or agents. Until a PCO is issued, the Section Boards, Master Board, if applicable, and the Sponsor and its designee shall have the right to withhold consent to Alterations by Unit Owners for any reason or no reason. All Unit Owners and the applicable Boards shall be obligated to cooperate with and to refrain from obstructing Sponsor from completing any work that it is required to perform to obtain a PCO.

In connection with Residential Units and Office Units, each respective Unit Owner shall agree that, prior to the commencement of any Alterations, the Unit Owner shall deliver for approval by the Sponsor's architect and the Sponsor's consulting engineer the proposed Alteration for review and approval, and the Unit Owner shall complete all of the Alteration Obligations.

Prior to the issuance of a PCO, the Office Board shall not, without first obtaining the written consent of Sponsor or its designee, perform any work on the Office Common Elements or give consent to any Unit Owner to perform any work on any portion of the Building.

Prior to the issuance of a PCO, the Residential Board shall not, without first obtaining the written consent of Sponsor, perform any work on the Residential Common Elements or Residential Limited Common Elements or give consent to any Unit Owner to perform any work on any portion of the Building.

Any Retail Unit Owner (who is not Sponsor or Sponsor's designee) shall not, prior to the issuance of a PCO, perform any Alterations in the Retail Unit or Retail Common Elements which would have a material adverse effect on a Common Element or a Unit or on the structural, mechanical, electrical or plumbing elements of the Building, or the exterior appearance of the Building, or which would increase insurance premiums or maintenance costs for any non-Retail portion of the Building, unless said Retail Unit Owner shall, with respect to that portion of the Alterations that impairs or modifies any such non-Retail portions of the Building, (i) obtain prior written consent from Sponsor, and if applicable, the Master Board (which consent may be withheld for any or no reason at Sponsor's or a Board's sole discretion) and (ii) fulfill the Alteration Obligations (as annexed hereto in Exhibit E to this Declaration).

Purchasers are advised that if a Unit Owner commences Alterations on its Unit and (a) does not clear NYC DOB (or any other New York City agency) violations or objections within thirty (30) days of the issuance of said violations or objections, and/or (b) does not close permits on the earlier to occur of six (6) months from obtaining such permits or sixty (60) days from the substantial completion (or abandonment) of the Alterations, then Sponsor, its designee and/or an

applicable Board shall have the right to either (i) complete such Alterations on behalf of the Non-Residential Unit Owner at the Unit Owner's sole cost and expense or (ii) compel the Non-Residential Unit Owner to complete the Alterations in a manner which enables the Building to obtain a Permanent Certificate of Occupancy within six (6) months from commencement of the Alteration.

INTERIM LEASES

Sponsor (or its designee) reserves the right, freely and without restriction, to rent or lease Units to Purchasers and non-purchasers at any time, both before and after the First Residential Unit Closing, provided that a Permanent or Temporary Certificate of Occupancy covering such Unit has been obtained. Notwithstanding the foregoing, a Residential Unit may not be rented before the First Residential Unit Closing unless it is pursuant to an interim lease that is part of an executed purchase agreement. However, once a Purchase Agreement has been accepted for a Unit, and for so long as such Purchase Agreement is in effect, such Unit may only be leased to the Purchaser thereof. The lease will be for such rent (but not to exceed the maximum rent legally collectible, if any) and upon such other terms as may be mutually agreed upon. Such lease will also provide that an uncured default by the Purchaser under his Purchase Agreement will constitute a default under the lease entitling the landlord (Sponsor), at its sole option, to terminate the lease. The Purchase Agreement shall contain a similar cross-default provision entitling the Sponsor to cancel the Purchase Agreement in the event that the Purchaser fails to cure a default under his lease within the applicable grace period (if any) and such default results in his eviction from the Unit (whether by voluntary removal or by court order).

No portion of the rental paid under such lease will be credited toward the Unit's purchase price unless otherwise agreed to by Sponsor or its designee.

No Purchaser shall have the right to occupy the Residential Unit purchased by him prior to closing unless Sponsor agrees to permit such occupancy under an interim lease or other written Use and Occupancy Agreement.

Sponsor's right to rent or lease any Unsold Unit will not be subject to any right of first refusal in favor of any Board.

PROCEDURE TO PURCHASE

1. Procedure to Purchase

The Purchase Agreement contains the terms and conditions upon which a Unit will be sold and should be read carefully by each Prospective Purchaser and his or her legal or financial representative before signing it. The forms of the Purchase Agreement for the Residential Units and the Non-Residential Units are set forth in Exhibit A in Part II of the Plan.

A person desiring to purchase a Unit is required to sign four (4) copies of the applicable Purchase Agreement and return it to the Selling Agent together with his or her unendorsed, personal check for ten (10%) percent of the purchase price (the "Down Payment") plus the full cost of any Purchaser Work ordered by the Purchaser and itemized in the Purchase Agreement. In the event a Purchaser becomes entitled to rescission after the release of such funds, Purchasers shall not receive a refund of Purchaser Work Funds already expended or payable for Purchaser Work. However, any such funds not already expended or payable by Sponsor (or its designee) for such Purchaser Work shall be returned to Purchaser. Furthermore, if Sponsor abandons the Plan, Purchasers will be entitled to a refund of all monies paid to Sponsor, including Purchaser Work Funds, but shall have no other rights or remedies.

Sponsor will not accept any Purchase Agreements from Prospective Purchasers unless such Purchasers have received a copy of the Plan at least three (3) business days prior to the submission of the Purchase Agreement. Any Purchaser who submits a signed Purchase Agreement with the requisite Down Payment without having received a copy of the Plan three (3) business days beforehand will have the right, for seven (7) days from the date of such submission, to rescind his Purchase Agreement and receive a refund of his full Down Payment by personally delivering his rescission notice to the Sponsor at 1221 Avenue of the Americas, 17th Floor, New York, NY 10020 within that seven (7) day period, or by mailing the notice of rescission to the Sponsor at such address, with the mailing post-marked within said seven (7) day period.

Within twenty (20) days after receipt of the Purchase Agreement from a Prospective Purchaser, Sponsor will either accept the Purchase Agreement or reject it. If no action is taken within the twenty (20) days the Purchase Agreement shall be deemed rejected. In all situations where the Purchase Agreement is rejected, the Down Payment will be refunded to the Prospective Purchaser without interest. If Sponsor elects to accept the Purchase Agreement, one counterpart signed by Sponsor and Escrow Agent will be returned to the Purchaser.

Any Purchaser that is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e. diplomatic or sovereign immunity) ("Foreign Government Purchaser") shall be required to expressly and voluntarily waive such immunity and consent to any suit, action or proceeding arising out of or relating to the Purchase Agreement or the Condominium Documents being brought in any state or Federal suit, action or proceeding in the State of New York based on,

arising out of or connected with the Purchase Agreement or the Condominium Documents. Any such Purchaser shall designate and authorize a lawful agent to receive process for and on behalf of Purchaser in any State or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with the Purchase Agreement or the Condominium Documents. Such Purchaser will be required at Closing to deposit with the appropriate Board an amount equal to two (2) years' Common Charges in effect for the Unit which will be in addition to the requisite contribution to the Working Capital Fund.

After the Plan is declared effective, Sponsor will give each Purchaser not less than thirty (30) days prior written notice of the date, time and place for the closing of title to his Unit and the date on which the Common Charges for his Unit will be due and payable. At the closing, the Purchaser will pay the balance of the purchase price for the Unit. For a detailed discussion concerning the closing of individual Units, see the sections below entitled "Closing of Title to Individual Units" and "Unit Closing Adjustments and Costs."

All checks in payment of the Purchase Price (i.e., the Down Payment or other amounts payable prior to the Closing) are to be made payable to the order of the "Ganfer & Shore as Escrow Agent" and must be drawn on a member bank of the New York Clearing House Association.

2. Right to Condition Purchase Agreements on Receipt of Financing

A Purchaser's obligations under a Purchase Agreement are not contingent upon the Purchaser's ability to obtain financing for the purchase of a Unit. Neither the Sponsor nor the Selling Agent make any representation whatsoever as to the terms or availability of any mortgage financing, nor that any such financing will be available at the time of Closing. At the time of presentation of this Plan, Sponsor is not offering mortgage financing to Purchasers, however Sponsor reserves the right to offer financing in the future upon submission of an amendment to the Plan.

Prospective Purchasers are advised to finalize financing arrangements before signing a Purchase Agreement. Notwithstanding the foregoing, Sponsor reserves the right to make a Purchaser's obligations contingent upon the receipt of a letter of commitment for financing if a prospective Purchaser's financial resources are acceptable to Sponsor in Sponsor's sole and absolute discretion. If Sponsor elects to make a Purchaser's obligations contingent upon financing, each such Purchaser should carefully note that such contingency will be expressly made subject to Purchaser's full and timely compliance with the financing contingency provisions of the Purchase Agreement. Among other requirements, Purchasers will be required to submit a loan application to the Selling Agent within the time period set forth therein. Failure to comply with all of the requirements of the contingency provisions will void the financing contingency, and render such Purchase Agreement unconditional and non-contingent with respect to financing. Notwithstanding the foregoing, Sponsor and its designee are under no obligation to make any Purchase Agreement contingent on financing.

Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of Units in a building or group of buildings be sold before a lender will consider making the loan. Thus, a Purchaser may experience difficulty obtaining a loan in a building or group of buildings where the sponsor or holder of unsold units has not sold a substantial percentage of the units in the building or group of buildings, which in some cases may be as high as 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 10% or more. It may also be difficult for a Purchaser to resell a unit if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions.

If a Purchaser's obligation is contingent upon obtaining a commitment for financing or actually obtaining financing, then the Purchase Agreement will explain terms of the contingency such as:

1. It will state the time within which the Purchaser must notify Sponsor of any inability to obtain financing.

2. It will include Purchaser's time to obtain financing or a commitment and the risk, if any, that the commitment may expire or that terms may change prior to Closing.

3. If a Purchaser's obligations are contingent on obtaining a financing commitment and the financing commitment lapses or expires prior to Closing, provided the Closing is not delayed due to the fault of Seller, and provided further that the Purchaser has made a good faith effort to extend the commitment, Sponsor must grant to such Purchaser a right of rescission and a reasonable period of time to exercise the right.

3. The Escrow Agent

The law firm of Ganfer & Shore, LLP, with an address at 360 Lexington Avenue, 13th floor, New York, New York 10017, telephone number (212) 922-9250, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. The signatories on the account will be Steven R. Ganfer, Steven J. Shore, Sandra Jacobus and Mark Berman, partners in the firm. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

4. The Escrow Account

The Escrow Agent will establish an escrow account at Sovereign Bank, N.A., 169 7th Avenue, New York, New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled, "Ganfer & Shore Attorney Escrow Account- for the benefit of the Flushing Commons." The Escrow Account is federally insured by the FDIC at the

maximum amount of $250,000 per deposit. Any deposit in excess of $250,000 will not be insured, unless Escrow Agent has established multiple accounts on behalf of Purchaser at various institutions. The FDIC insurance coverage limit applies per depositor, per insured depository institution for each account ownership category. Prospective purchasers are advised that the federally insured amount may be reduced in the future. The Sponsor shall have the right to refuse to accept funds drawn on an out-of-state or foreign bank in payment of any portion of the Purchase Price (as such term is defined in the Plan).

Any Deposits made for Purchaser Work shall be initially deposited into the Escrow Account, and released in accordance with the terms of the Purchase Agreement between Purchaser and Sponsor.

The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts, which currently begins at approximately 0.1%. The actual interest rate for the Purchaser's Deposit shall be set forth in the notice of deposit sent to Purchaser by Escrow Agent. Interest shall begin to accrue upon placing the Deposit into the Escrow Account. All interest earned thereon shall be paid to or credited to the Purchaser at closing. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

5. The Purchase Agreement

The Purchase Agreement is attached hereto as Exhibit A-1 Part II of the Plan. The relevant escrow trust fund provisions are included in the Rider to the Purchase Agreement, which must be executed by the Escrow Agent.

6. Notification to Purchaser

Within ten (10) business days after the Purchase Agreement (executed by Sponsor and Purchaser) has been tendered to Escrow Agent along with the Deposit, the Escrow Agent shall sign the Purchase Agreement and place the Deposit into the Escrow Account. Escrow Agent shall notify the Purchaser that such funds have been placed in the Bank by providing written notice to Purchaser and Sponsor, confirming the deposit. The notice shall provide the account number and the initial interest rate to be earned on the Deposit. Any Deposits made for Purchaser Work shall be initially deposited into the Escrow Account, and released in accordance with the terms of the Purchase Agreement between Purchaser and Sponsor.

The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, he or she may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 120 Broadway, 23rd Floor,

New York, N.Y. 10271.

Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.

7. Release of Funds

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

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

The Escrow Agent shall release the Deposit if so directed:

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

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

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

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

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

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

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

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

8. Waiver Void

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

9. First Residential Unit Closing

Sponsor expects the First Residential Unit Closing to occur on or about January 1, 2017. If such date is delayed twelve (12) months or more (and not updated by Amendment to the Plan prior to the execution of a Purchase Agreement) Purchasers will be offered rescission.

ASSIGNMENT OF PURCHASE AGREEMENT

No assignment of Purchase Agreements by Purchasers will be permitted without the prior written consent of the Sponsor or its designee, which may be given or withheld at the Sponsor's sole discretion. Any purported assignment by Purchaser in violation of the Purchase Agreement will be voidable at the option of the Sponsor or its designee. Sponsor's refusal to consent to an assignment will not entitle a Purchaser to cancel the Purchase Agreement or give rise to a claim against the Sponsor for damages. If the Sponsor, in its sole and absolute discretion, consents to a Purchaser's request to assign the Purchase Agreement, the assignee of the Purchase Agreement shall be required to close title to the Unit on the date originally scheduled as the closing date. If assignee fails, for any reason, to close title to the Unit on the originally scheduled closing date, and if Sponsor does not elect to cancel the Purchase Agreement, then the apportionments shall be made as of the original closing date and Purchaser will be required to pay to Sponsor an amount equal to .03% of the purchase price of the Unit for each day that the closing is delayed. If the Sponsor consents to an assignment or for any addition, deletion or substitution of names on the Purchase Agreement, then Purchaser shall be required to pay to Sponsor's counsel an additional fee of $1,000 for preparation

of an assignment and any necessary revisions in the closing documents. See section entitled "Unit Closing Adjustments and Costs" for additional details relating to the closing costs to be incurred by Prospective Purchasers.

EFFECTIVE DATE OF THIS OFFERING PLAN

The offering under the Plan and all Purchase Agreements entered into thereunder are contingent upon the Plan being declared effective on the terms and conditions set forth below. Sponsor may, in its sole discretion, abandon the Plan for any reason before it is declared effective.

Pursuant to the terms of the General Business Law, the Plan may be declared effective when Purchase Agreements have been executed, and are in effect for fifteen (15%) of the Units being offered pursuant to this Plan by Bona Fide Purchasers, including Investors. Fifteen percent of the Residential Units is equal to 22 Residential Units.

The Plan will be declared effective when Purchase Agreements have been executed and are in effect for eighty (80%) percent or more of the Units being offered for sale. Eighty percent of the Residential Units is equal to 118 Residential Units. For the purposes of this Plan, a Purchase Agreement shall be valid and binding if executed by Purchaser, Escrow Agent and the Sponsor.

For the purposes of effectiveness, Purchase Agreements will not be included in the count if they were (i) signed by Purchasers who have been granted a right of rescission that has not yet expired or been waived; or (ii) if the Purchaser was not afforded the protection required by Section 20.3(o)(15)(i) of the Attorney General's Regulations relating to the seven (7) day right of rescission; or (iii) signed by any Purchaser who is the Sponsor, the Selling Agent, the Managing Agent or a principal of any of them, or is related to the Sponsor, the Selling Agent or the Managing Agent or to a principal of any of them by blood, marriage or adoption, or as a business associate, employee, shareholder or limited partner of any of them. Notwithstanding the foregoing, such a Purchaser, other than the Sponsor or a principal of the Sponsor, may be included in the computation if the Sponsor has submitted proof, satisfactory to the Department of Law, establishing that the Purchaser is a Bona Fide Purchaser.

The Plan will be declared effective by either (i) an amendment to the Plan or (ii) written notice sent by mail or personally delivered to all Purchasers stating that the Plan is declared effective and submitting an amendment to the Department of Law within five (5) business days thereof confirming that the Plan was declared effective on a specific date. The First Residential Unit Closing shall not take place until said amendment is accepted for filing.

If requested, Sponsor will submit to the Department of Law copies of all Purchase Agreements and any amendments or modifications thereto, within five (5) business days after the request is made.

Once the Plan has been declared effective, it may not be abandoned except in the event of: (a) the existence of a defect in title (including, without limitation, work orders of the insurance carrier), affecting one or more Units and/or the Common Elements, that cannot be removed, cured, or damage to or destruction of all or part of the Building which cannot be cured for less than one-half (1/2) of one (1%) percent of the total offering price. The dollar amount so relied upon by the Sponsor must exclude all attorneys' fees or any such title defects or determinations of any authority or regulatory association which exist on the date of presentation of the Plan and are either known to the Sponsor or are a matter of public record, (b) the taking of all or part of the Property in condemnation proceedings or by eminent domain.

There will be no obligation on the part of the Sponsor to incur expenses (except to the extent of one-half (1/2) of one (1%) percent of the total offering price in the case of work orders or title defects) or engage in litigation to cure title defects. Sponsor will not be obligated to remedy violations performed by or caused by the acts or omissions of any person who becomes a tenant of the Building.

Subsequent to the First Residential Unit Closing, the Plan may not be withdrawn or abandoned unless at least eighty (80%) percent of the Unit Owners, both in number and in Common Interest, vote to terminate the Condominium. Sponsor will not vote the aggregate percentage of Common Interest appurtenant to its Units for such termination unless at least eighty (80%) percent of other Unit Owners, both in number and in Common Interest, elect to terminate, in which event Sponsor may choose to vote its Common Interests, either in favor of or against termination of condominium ownership, as it sees fit. (See the section below entitled "Summary of Declaration and By-Laws; Termination of the Condominium" for further discussion.)

This Plan may be abandoned by the Sponsor (or its designee) at any time prior to either being declared effective or obtaining valid and binding Purchase Agreements for eighty (80%) percent of the Units. If the Plan is withdrawn or abandoned, all Purchasers in good standing will be sent written notices thereof and within ten (10) days thereafter, all Down Payments paid to Sponsor pursuant to Purchase Agreements then in effect, together with any interest earned thereon, will be returned to Purchasers in good standing. However, with respect to any Purchaser who is then in default under his Purchase Agreement beyond any applicable grace period, or whose Purchase Agreement had been canceled previously due to such Purchaser's default, Sponsor will retain as liquidated damages the Liquidated Sum referred to in the section of this Plan entitled "Terms of Sale; Events of Default." Upon the return of the Down Payment or retention of the Liquidated Sum, as the case may be, the Purchase Agreements will be null and void and Sponsor will have no further obligation or liability to Purchasers under the Plan or the Purchase Agreements. In the event the Plan is abandoned, Sponsor will promptly submit an amendment to the Department of Law reflecting such abandonment or file a notice of abandonment on Form RS-3 or such other form as the Department of Law may then require, explaining the reason for the abandonment and the disposition of the funds received.

TERMS OF SALE

The following is a summary of certain material provisions contained within each Purchase Agreement. Reference should be made to the form of Purchase Agreement set forth as Exhibit A in Part II of the Plan for the full terms and conditions of the Purchase Agreement.

Incorporation of Plan, Exhibits and Amendments

The Plan and any duly filed amendments thereto, and the Exhibits, are incorporated by reference into each Purchase Agreement. The execution and submission of a Purchase Agreement constitutes Purchaser's acceptance of the Plan and the Exhibits and Purchaser's agreement to abide and be bound by their terms, as well as the terms of all duly filed amendments to the Plan. No Purchaser shall have the right to approve or consent to any such amendments and, except as provided under the Plan, no such amendment will excuse a Purchaser from performing his obligations under a Purchase Agreement or entitle such Purchaser to any credit or offset against the purchase price set forth therein. Sponsor, however, shall not have the right to unilaterally cancel an outstanding Purchase Agreement, except as therein provided (such as in the case of an uncured default by the Purchaser or abandonment of the Plan), nor change the purchase price or payment terms contained in a fully executed Purchase Agreement, unless the Purchaser consents thereto in writing. Any inconsistency between the Plan and any Purchase Agreement shall be resolved in favor of the Plan.

Except as otherwise provided in this Plan, unless an affected Purchaser consents, no material change will be made in Unit size, layout, or Percentage of Common Interest if a Purchase Agreement has been executed by Purchaser and Sponsor and a fully executed copy has been delivered to the Sponsor for that Unit.

In the case of a material and adverse change in the quality of the Common Elements, no such change shall be made without the consent of every Unit Owner affected by any such change and without a duly filed amendment to this Plan, except as otherwise provided in this Plan.

Sponsor reserves the right to use artistic renderings of the Condominium and the Property in advertising the Units to the public. Sponsor makes no representation as to the accuracy of said artistic renderings used in connection with any advertisement of the Condominium Units. Furthermore, Purchasers are advised that any advertisement depicting the interior design and/or lighting of a Unit is solely for artistic purposes, and Sponsor will only be obligated to deliver the Unit as set forth in the Offering Plan. The above notwithstanding, Sponsor agrees that all printed marketing materials and signage will comply with the rules and regulations as set forth by the New York State Attorney General.

Events of Default

A Purchaser shall be in default under the terms of the Purchase Agreement in the event that a Purchaser:

(i) defaults in paying the balance of the Purchase Price on the scheduled closing date;

(ii) defaults in performing some other obligation under the Purchase Agreement; or

(iii) becomes a tenant or occupant of the Building and fails to pay rent or to perform some other lease or tenancy obligation, or vacates or abandons the Unit.

In the event of any such default, Sponsor must make a written demand for payment (or for the curing of the default) after default at least thirty (30) days before forfeiture of the Down Payment may be declared. Sponsor shall notify Purchaser that if Purchaser fails to cure any such default within thirty (30) days after Sponsor has sent to Purchaser a written notice specifying the nature of the default, then Sponsor shall have the right to either (i) retain, as and for liquidated damages, the Down Payment plus any additional expenses incurred by Sponsor on account of any Purchaser's Work in the Unit ordered by the Purchaser together with the interest thereon (hereinafter called the "Liquidated Sum"), or (ii) seek specific performance. If the Purchase Agreement is canceled, then any payments received by Sponsor in excess of the Liquidated Sum, together with any interest earned on such excess payments, shall be refunded to the Purchaser within fifteen (15) days after cancellation. Time is "of the essence" for paying any amounts due under the Purchase Agreement and curing any defaults thereunder during the aforementioned thirty (30) day period.

In the event that a Purchase Agreement is canceled, both Sponsor and the Purchaser shall be relieved of all further obligations and liabilities thereunder and under this Plan, and Sponsor (or its designee) shall be free to sell the Unit to another as though such Purchase Agreement had never been made, and without accounting to the Purchaser for the proceeds received on such sale.

Deed

At the closing of title to each Unit, the Sponsor will deliver to the Purchaser a Unit Deed substantially in the form set forth as Exhibit D in Part II of the Plan. Each Unit Deed will be a bargain and sale deed with covenants against grantor's acts.

State of Title

Sponsor will convey title to each Unit at closing, subject only to the liens and encumbrances set forth in Exhibit A to each Purchase Agreement. In the event the Sponsor is unable to deliver

marketable title to a Unit, the Purchaser's sole remedy shall be to accept such title as Sponsor is able to deliver without any reduction in the Purchase Price for his Unit or to rescind his Purchase Agreement and receive back his Down Payment with interest, if any. Reference should be made to the Purchase Agreement set forth as Exhibit A to Part II of the Plan for the complete terms of Sponsor's obligations regarding the state of title to Units.

Appliances and Equipment

At closing, each Residential Unit will contain only those appliances, countertops, cabinets, sinks, vanities, hardware and other fixtures and equipment installed therein as set forth in the Plan and the Purchase Agreement pertaining thereto. The Sponsor has the right to substitute other appliances, countertops, cabinets, sinks, vanities, hardware, fixtures, equipment, finishes, windows and flooring in place of those listed in the Plan and in the Purchase Agreement, provided only that the substitutes are of substantially equivalent quality and design, based upon prevailing industry standards.

Purchasers are advised that the Residential Units may not include, among other things, the furniture, furnishings, finishes, equipment, decorations, flooring, wall coverings, window treatments, carpeting, recessed lighting, closet build-outs or audio visual or home automation controls, if any found in a model apartment. In addition, Purchasers are advised that the ceiling heights shown in a model apartment may not accurately portray the ceiling heights in the Residential Units. In general, ceiling heights may vary and are merely approximate.

Purchasers shall not rely upon any selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Selling Agent or others, including, but not limited to, any relation to the description or physical condition of the Property, the Buildings or a Unit, or the size or the dimensions of a Unit, or the rooms therein contained, or any other physical characteristics thereof, the services to be provided to Unit Owners or the estimated Common Charges and estimated real estate taxes for the Units, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or any other data, except as may be specifically represented in this Offering Plan.

Sponsor makes no representation as to the accuracy of illustrations and artistic renderings depicted in any advertisement of the Building, Condominium and/or any Unit. Illustrations and artistic renderings are artist interpretations only, and therefore may not accurately depict the Building, Condominium, Unit, and their features and amenities as actually built, furnished, equipped or decorated. Furthermore, Purchasers are advised that any advertisement depicting the interior design, ceiling heights and/or lighting or furnishings of a Unit is solely for artistic purposes, and Sponsor will only be obligated to deliver the Unit as set forth in the Offering Plan. The above notwithstanding, Sponsor agrees that all printed marketing materials and signage will comply with the rules and regulations as set forth by the New York State Attorney General.

Damage to Units

If the Purchaser becomes the tenant or actually occupies a Unit before the closing of title thereto, and, before such closing, the Unit is damaged by casualty or otherwise, such Purchaser shall assume the risk of loss and the obligation to repair the damage if the cause thereof originated inside the Unit and resulted from the acts of such Purchaser, or the occupant of the Unit, or their respective guests, invitees or workmen. No Purchaser shall have the right to occupy a Residential Unit prior to the closing of title unless Sponsor agrees to permit same under an interim lease or other written agreement. See section entitled "Rights and Obligations of the Sponsor; Leasing of Unsold Units."

Except as set forth in the preceding paragraph, all other risk or damage prior to closing is assumed by Sponsor, but Sponsor shall not be obligated or liable to repair any damage. The risk of loss to personal property is not covered by the Condominium's insurance for the Unit. If Sponsor, or in the event the Declaration is filed, the appropriate Boards, do not elect to repair the damage, the Purchase Agreement will be canceled and be of no further force or effect. Thereafter, the Purchaser will be refunded all purchase monies paid to the Sponsor with any interest earned thereon, unless Purchaser is then in default (beyond the applicable grace period, if any), in which event the said purchase monies (but in no event to exceed the Liquidated Sum) will be retained by Sponsor as and for liquidated damages. If Sponsor elects to repair or replace the loss or damage, the Purchase Agreement shall continue in full force and effect; Purchaser shall not have the right to reject title to the Unit or to receive a credit against, or abatement in, the purchase price; Sponsor shall be entitled to a reasonable period of time to complete such repairs or replacement; and Purchaser shall not be required to pay the balance of the purchase price unless and until (i) the Unit has been substantially repaired, as near as reasonably possible to its condition immediately prior to the casualty, (ii) its essential services (such as gas, electricity, and heat) and a reasonable means of ingress and egress to the street have been restored, and (iii) the condition in the Unit for which a violation (if any) is noted or issued has been corrected, other than those that are the obligation of the Unit Owner to cure, or that are caused by the act or omission of the occupant. Sponsor will endeavor in good faith, and with reasonable diligence, to remove, subsequent to closing, all violations of record it is obligated to correct.

Purchase Agreements May Not Be Assigned

A Purchaser may not assign a Purchase Agreement, without obtaining the express written consent of the Sponsor to such assignment. Sponsor shall have no obligation to provide any such consent and any such consent shall be a matter of Sponsor's sole discretion. If Sponsor, in its sole discretion, consents to Purchaser's request to an assignment of the Purchase Agreement, or for the addition, deletion or substitution of names on the Purchase Agreement, Purchaser will be responsible for an additional fee of $1,000 to be paid to Sponsor's attorneys at closing.

Non-Survival of Obligations

No provision of a Purchase Agreement shall survive the delivery of the Unit Deed, except those obligations expressly stated in the Purchase Agreement or the Plan to so survive, or to be performed subsequent to the closing. Acceptance by a Purchaser of the Unit Deed will constitute said Purchaser's acceptance and acknowledgement of the full performance by Sponsor of, and the discharge of Sponsor from, all obligations under the Purchase Agreement, except those obligations expressly stated to survive or to be performed subsequent to the delivery of the deed. Nothing contained herein will be in derogation of the rights of Purchasers under Article 23-A of the General Business Law.

Sponsor expects the First Residential Unit Closing to occur on or about January 1, 2017. If such date is delayed twelve (12) months or more (and not updated by Amendment to the Plan prior to the execution of a Purchase Agreement) Purchasers will be offered rescission.

At a closing, (i) a Purchaser of a Residential Unit will be required to sign a power of attorney to the Master Board, as well as the Residential Board; (ii) a Purchaser of an Office Unit will be required to sign a power of attorney to the Master Board, as well as the Office Board; (iii) a Purchaser of a Retail Unit will be required to sign a power of attorney to the Master Board, as well as the Retail Board and (iv) a purchaser of a Parking Unit will be required to sign a power of attorney to the Master Board, all substantially in the forms set forth in Exhibit C in Part II of the Plan.

To the extent that there is a conflict between the Plan and Purchase Agreement any such conflict between the Plan and the Purchase Agreement will be resolved according to the terms of the Plan.

The Purchase Agreement and Plan may not contain, or be modified to contain, a provision waiving Purchaser's rights or abrogating Sponsor's obligations under Article 23-A of the GBL.

CLOSING OF TITLE TO INDIVIDUAL UNITS

The word "closing" refers to the date, time and place where title to a Unit is transferred to a Purchaser. This transfer is accomplished by Sponsor's delivery of a Unit Deed to the Purchaser covering the Unit. The transfer of title includes title to the Unit as well as the Unit's undivided Percentage Interest in the Common Elements.

Title to each Unit and its Appurtenant Interest in the Common Elements will be conveyed at the closing free and clear of all liens, encumbrances and title exceptions other than those described in the Plan and the proposed Unit Deed.

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

The Sponsor is only obligated to repair damage from a casualty or other cause that may occur before the closing of a Purchaser's Unit if the cost to repair the damage is twenty (20%) percent or less of the Purchase Price.

After the Plan has been declared effective, Sponsor will, from time to time, fix one or more dates for the closing of title to Units. The closings will be held at the offices of Ganfer & Shore, LLP or such other place in the City of New York as Sponsor may designate.

Each Purchaser will receive not less than thirty (30) days' prior written notice of the place, date and time for which his closing has been scheduled. Sponsor shall have the right to postpone any such closing and, on ten (10) days' prior written notice, to reschedule the closing. In the event that a Purchaser fails to close title on the closing date set by the Sponsor, all closing adjustments shall be calculated based upon the closing date originally set by the Sponsor. Purchasers shall pay to Sponsor at closing an adjustment equal to .03% times the unpaid purchase price for each day that the closing is adjourned, in addition to any other sums due and payable.

Notwithstanding the foregoing, the closing of a Unit shall take place only in the event the following closing prerequisites have occurred, at or prior to, the closing (the "Closing Prerequisites"):

(i) an amendment declaring the Plan effective has been accepted for filing;

(ii) the Condominium Documents (including the Declaration) as well as any other documents required by law have been filed in accordance with the Condominium Act and/or other applicable law;

(iii) except as set forth in the Plan, the release of the Unit and its

Appurtenant Interest in the Common Elements from the lien of any mortgages and other liens, except any mortgage or lien requested or made by Purchaser on or before the time of closing for such Unit;

(iv) Purchaser being given the opportunity to inspect the Unit and the Property at least two (2) days prior to the Closing. Any work noted on the inspection statement which Sponsor is obligated to perform will be accomplished within a reasonable period of time, but in no event later than one hundred eighty (180) days after closing;

(v) issuance of a temporary or permanent certificate of occupancy for a Residential Unit being purchased (closings of Non-Residential Units may be conducted without a temporary certificate of occupancy provided that the Purchaser undertakes to obtain the temporary certificate of occupancy for the Non-Residential Unit;

(vi) the assignment by Sponsor of any manufacturer's warranties with respect to the equipment and appliances in the Unit to the Unit Owner and, with respect to the equipment and appliances in the Common Elements, to the appropriate Board. Notwithstanding the foregoing, Sponsor shall not be obligated to assign any warranties which are not assignable or that have not been delivered to Sponsor, or that relate to any Common Elements that have not been completed by Sponsor) and

(vii) delivery to Purchaser of a bargain and sale deed with covenants against grantor's acts, in proper form for recording and containing the provisions set forth in subdivision 5 of Section 13 of the Lien Law.

At the closing, the Purchaser will deliver to Sponsor the balance of the purchase price of the Unit as well as the applicable Unit Owners' Power of Attorney(s) (in the form(s) set forth as Exhibit C in Part II of the Plan). In addition, the Purchaser will also be required to pay certain closing adjustments and costs as more fully explained in the following section entitled "Unit Closing Adjustments and Costs."

At the closing, Sponsor will deliver to the Purchaser a certificate of insurance covering the Unit, insuring same against fire or other casualty. Such insurance does not cover the contents of the Unit or insure against liability for personal injuries occurring within the Unit (for more details concerning insurance, see section entitled "Rights and Obligations of the Boards"; "Insurance" and "Summary of Declaration and By-Laws").

At or prior to the first conveyance of a Unit, each holder of a mortgage on the Property will

either (a) consent to the formation of the Condominium and acknowledge that its lien will be limited to the Unsold Units, or (b) subordinate the lien of its mortgage to the Condominium Declaration.

UNIT CLOSING ADJUSTMENTS AND COSTS

1. Closing Adjustments

At the closing of title to each Unit, the following items will be apportioned between Sponsor and the Purchaser as of midnight of the day preceding the closing date scheduled by the Sponsor in the notice of closing sent by Sponsor or Sponsor's counsel:

(a) Real estate taxes and water and sewer charges, if any attributable to the Unit, on the basis of actual days in a tax period. If the individual tax lots have not yet been separately assessed and billed, the adjustment will be based on the Unit Owner's Percentage Interest in the Common Elements multiplied by the taxes for the entire Property;

(b) Common Charges assessed against the respective Unit for the month in which Closing occurs, and based on the actual days in such month;

(c) If Purchaser has an Interim Lease or Use and Occupancy Agreement, use and occupancy and other charges for the month in which title closes based on the actual days in the month when closing occurs; and

(d) If applicable, the unpaid balance of the Purchase Price multiplied by .03% per day from and including the originally scheduled Closing date through the actual Closing.

In the event the net closing adjustments are in favor of Sponsor, Purchaser shall pay same at closing. A Purchaser may only pay such adjustments by personal check, subject to collection, if the amount is less than $1,500. Similarly, in the event the net closing adjustments are in favor of Purchaser, Sponsor shall have the option to either deliver to Purchaser, at the closing, a separate check for the credited amount or credit the amount against the Purchase Price of the Unit. In the event Sponsor delivers a separate check, the closing adjustments shall not affect the amount of the certified check(s), official bank checks or wires that the Purchaser is required to deliver to Sponsor at closing in payment of the balance of the purchase price. In the event there are any errors or omissions in computing the adjustments at closing, same shall be corrected promptly after discovery and payment made to the proper party. This obligation to correct any mistakes in the closing adjustments shall survive delivery of the Unit Deed.

2. Closing Costs

At closing, each Purchaser will pay certain closing costs. The below represent examples

of such closing costs, which are calculated as of the Date of the Plan, and which are subject to change without amendment to the Plan:

(a) **Title Insurance and Recording Charges.**

If a Purchaser elects to obtain fee title insurance, a premium will be due to the title company for such insurance which will vary depending upon the amount requested. Purchasers are advised that because the Building will contain 10 or more Units, the premium will be calculated at a discounted rate of 70% of the standard fee policy rates. Purchasers are free to utilize a title company of their choice. The premium will vary depending upon the amount of insurance requested. Chicago Title Insurance Company has provided Sponsor with the standard fee policy rates as set forth below:

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

AMOUNT OF INSURANCE	PREMIUM
First $35,000 or less	$342.00
From $35,001 to $50,000	$5.67 per thousand
From $50,001 to $100,000	$4.62 per thousand
From $100,001 to $500,000	$3.71 per thousand
From $500,001 to $1,000,000	$3.39 per thousand

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

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

Fee title insurance is generally ordered in an amount equal to the Purchase Price of the Unit. It only insures title to property in accordance with the coverage requested and the terms of the title policy issued. It does not guarantee that title to the property is free and clear of all encumbrances. A Purchaser may elect to pay an additional fee title insurance premium for a rider to the policy which will cover a Unit Owner for the market value of his Unit. The cost for this rider is 10% of the standard fee policy rate.

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

SIMULTANEOUS MORTGAGE RATE SCHEDULE

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

All rates quoted are in accordance with the Schedule of Rates set forth in the Title Insurance Rate Service Association ("TIRSA") Rate Manual approved by the New York State Department of Insurance. Such figures are estimates by the Title Company and reflect prices in effect as of May 2007. Departmental searches and special title insurance riders or forms (e.g., the TIRSA endorsements) may be an extra charge.

Fees for recording the deed to Purchaser, the mortgage made by Purchaser to Lender, and Purchaser's Powers of Attorney in the Office of the City Register, and fees for filing Financing Statements (UCC-1) in the New York Department of State and New York County Clerk's Office will be the responsibility of the Purchaser, as will the cost of filing UCC-3 Partial Releases and Mortgage Releases with respect to any mortgages held by or Financing Statements filed by the Sponsor's Construction Lender or the City of New York. The current fees are approximated as follows: a)$185.00 for a 4-page Deed plus $5.00 for each additional page plus a $250.00 document charge for preparation of required ACRIS forms b) $60.00 for a 4-page Mortgage OR Power of Attorney plus $5.00 for each additional page. c) UCC-1s and UCC-3s are estimated at $100 per filing. Each title company establishes its own additional service and surcharges in this regard.

Sponsor makes no warranty as to the cost, terms or availability of such other title insurance or that the above rates will be in effect at the time of any Unit closing;

(b) **Transfer Taxes.**

The New York City Real Property Transfer Tax for each Residential Unit, which, as of

the Date of the Plan, is one percent (1%) of the total consideration where the Purchase Price is $500,000 or less, but when paid by Purchaser is approximately 1.01% since the shifting of the obligation from the seller to Purchaser is considered to be additional consideration (and the Purchase Price increases because of the gross up), or at the rate of 1.425% of the Purchase Price where the price is more than $500,000, but when paid by Purchaser is approximately 1.445% (because of the gross up), plus a One Hundred Twenty Five Dollar ($125) filing fee to the City of New York;

The New York City Real Property Transfer Tax for each Non-Residential Unit, which, as of the Date of the Plan, is 1.425 percent (1.425%) of the total consideration where the Purchase Price is $500,000 or less, but when paid by Purchaser is approximately 1.445% since the shifting of the obligation from the seller to Purchaser is considered to be additional consideration (and the Purchase Price increases because of the gross up), or at the rate of 2.625% of the Purchase Price where the price is more than $500,000 (including a gross up), plus a One Hundred Twenty Five Dollar ($125) filing fee to the City of New York;

The New York State transfer taxes, which, as of the Date of the Plan, is .4% of the total consideration, but when paid by Purchaser is increased to approximately .4016%;

When the total consideration for a residential unit is more than $1,000,000, a Residential Purchaser is obligated to pay the New York State Additional Tax pursuant to Article 31 of the Tax Law, commonly referred to as the "Mansion Tax," currently equal to one percent (1%) of the total consideration paid for a Unit. As noted above, since certain taxes are paid by Purchaser on behalf of Sponsor, the Mansion Tax is approximately 1.01% since the shifting of the obligation from the seller to Purchaser is considered to be additional consideration (and the Purchase Price increases because of the gross up).

If Purchaser is also purchasing a Storage Bin License, Purchaser shall be responsible for the payment of all transfer taxes or other taxes, if any, that are payable in connection with the purchase of such license.

(c) All legal costs, fees, and expenses charged by Purchaser's counsel shall be the sole responsibility of Purchaser. In addition, Purchaser shall be responsible for payment of the following fees: (i) the sum of $3,000.00 to Ganfer & Shore, LLP for its services in connection with preparing the Unit Deed, the Unit Owner's Powers of Attorney and for coordinating and attending the closing. In the event a Purchaser purchases multiple Units or plans to combine its Unit with a portion of another Unit in the Building, such Purchaser shall be responsible for a fee of three thousand ($3,000) *per* Unit (or portion of Unit) purchased; (ii) if Purchaser requests the closing to occur at an office other than the offices of Ganfer & Shore, LLP, or such other place as Sponsor may designate in its closing notice, and Sponsor and Ganfer & Shore, LLP agree to such change, an attendance fee of $750 for each closing held within Manhattan (and no closing shall be held outside of

Manhattan); (iii) if Sponsor, in its sole discretion, consents to Purchaser's request to an assignment of the Purchase Agreement, or for the addition, deletion or substitution of names on the Purchase Agreement, a fee of $1,000; (iv) if the Purchaser purchases a Storage Bin license, a fee of $500; and (v) if the Closing is adjourned through no fault of Sponsor, an additional fee in addition to any amount set forth in the Purchase Agreement of $500 for each such adjournment, which occurs prior to commencement of a closing, to help defray the costs of preparing for and coordinating a new closing. Notwithstanding the foregoing, if a closing is adjourned once a closing has commenced, in order to accommodate, or on account of, Purchaser or Purchaser's lender, then an additional fee of $1,000 will be charged. The preceding fees are cumulative. See the section entitled "Unit Closing Adjustments and Costs" for further discussion. See section entitled "Unit Closing Costs and Adjustments" for further details.

Upon the initial sale and closing of title under the Plan to any Residential Unit or Office Unit, the purchaser thereof shall contribute to the Residential or Office Working Capital Fund, as applicable, a non-refundable amount equal to two (2) months of Residential Common Charges or Office Common Charges, as applicable, in effect at the time of closing in order to create a Working Capital Fund for the applicable Section.

(d) Residential Unit Owners shall pay an amount equal to a portion of the Acquisition Cost of the Resident Superintendent's Unit. Each Residential Unit Owner shall pay at closing its respective allocable share of such cost based upon its Percentage of Residential Common Interest.

(e) In the event a Purchaser is entitled to perform Alterations, said Purchaser is required to pay $1,000 to the appropriate Board or Managing Agent for the Alteration Supervision Fee. Such fee covers the initial review Purchaser's Alteration plans and one additional review to confirm that all changes thereto required by the appropriate Board have been made. Any additional review (whether due to the failure of Purchaser's architect to comply with the appropriate Board's comments, design changes or otherwise) will be charged to the Purchaser as an additional expense and the appropriate Board shall have the same collection and enforcement rights with respect to such additional changes as it has with respect to the Unit's Common Charges.

(f) If Purchaser obtains a mortgage loan for a Unit (although, Purchaser's obligations under the Purchaser Agreement are not contingent on financing), such Purchaser will pay:

1) if required by the lender: (i) a mortgage application fee, (ii) an origination fee, which is usually a percentage of the amount being borrowed, (iii) an appraisal fee, (iv) if mortgage title insurance is required by the lender, an additional premium for insurance, insuring the mortgagee's interest in an amount equal to the principal amount of the loan, (v) deposits for Common Charges, any assessments and separately assessed water charges and sewer rents in an initial amount and in such

monthly sum after Closing as is deemed sufficient by the lender; (vi) deposits for real estate taxes (Purchaser should note that if Units have not been separately assessed for real estate tax purposes prior to closing, Sponsor may escrow, in the name of the Board, the estimated amount of real estate taxes attributable to the Unit. It is thus possible that Purchaser may have to simultaneously deposit for real estate taxes with Sponsor and Purchaser's lender, (vii) a fee to the lender's attorney for appearing at the Closing and (viii) all other Closing costs and expenses required to be paid on behalf of such lender, and Sponsor's lender in connection with any assignment of the Split and Severed Mortgage.

2) a mortgage recording tax in the amount provided by law (at the date of this Plan the tax is 2.05% of the face amount of the mortgage for Residential or Commercial loans up to $500,000; 2.175% for Residential loans in excess of $500,000 and 2.80% for Commercial loans in excess of $500,000, less thirty ($30) dollars,

3) if the Sponsor paid a mortgage recording tax on its construction loan mortgage on the Property, a partial mortgage tax credit may be due with respect to the Unit mortgages. Any such credit pursuant to Section 339-ee(2) of the Condominium Act or Section 255 of the Tax Law will be paid by Purchaser to the Sponsor. Purchaser's attorney may be required to execute an affidavit pursuant to such statutes. Such payment to the Sponsor will not increase the amount that the Purchaser would otherwise be required to pay for mortgage recording tax.

(g) If the Purchaser obtains a mortgage loan for a Unit and the mortgage recording tax credit does not apply:

1) Purchaser shall request in writing that its lender accept an assignment of that portion of the Sponsor's split and severed mortgages on the Building equal to the amount of Purchaser's mortgage (the "Split and Severed Mortgage");

2) In the event that Purchaser is able to cause its lender to accept an assignment of the Split and Severed Mortgage, at Closing, Purchaser shall pay Sponsor an amount equal to eighty (80%) percent of the savings realized by Purchaser not having to pay the mortgage recording tax on the amount of the mortgage which is assigned to Purchaser's lender. Purchaser shall be entitled to the benefit of twenty (20%) percent of the savings less the cost of the severance.

3) In the event that: (i) Purchaser is unable to cause its lender to accept an assignment of the Split and Severed

Mortgage, or (ii) Sponsor has fully repaid the Building Loan prior to the Closing, at Closing, Purchaser shall pay the mortgage recording tax due on the amount of Purchaser's mortgage less any available credit to which Purchaser may be entitled under Section 339-ee(2) of the Condominium Act (as hereinbefore described) directly to the City of New York and shall pay a sum to Sponsor in an amount equal to the 339-ee(2) credit provided Purchaser is entitled to same (such sum is based, in general, on the Unit's percentage of Common Interest multiplied by a portion of the mortgage tax previously paid on account of pre-existing mortgages on the Property).

A Purchaser who requires financing to purchase the Unit should consult with his lender with respect to the nature and amounts of all closing costs and/or other expenses to be paid in connection with any loan, and Sponsor makes no warranty with respect thereto.

Purchasers may also be obligated to pay a move-in fee, which fee may be set by each applicable Board from time to time.

These estimates are subject to change. No representations or warranties are made with respect to the amounts of such closing costs and expenses or the availability or cost of mortgage loans from any sources, except as set forth in this Plan. Purchaser will be required to pay the rates in effect as of the date of the closing of title to his or her Unit. In addition, should the Purchaser elect to obtain a mortgage, he or she may be required by his or her Lender to make a deposit towards the payment of real estate taxes based upon a multiple of estimated monthly real estate taxes which will vary with the closing date. The amount of the monthly deposits will increase as taxes increase during the term of the mortgage.

Closing Adjustments

At the closing of title to each Unit, the following items will be apportioned between Sponsor and the Purchaser as of midnight of the day preceding the closing date scheduled by the Sponsor in the notice of closing sent by Sponsor or Sponsor's counsel:

(a) Real estate taxes and water and sewer charges, if any attributable to the Unit, on the basis of actual days in a tax period. If the individual tax lots have not yet been separately assessed and billed, the adjustment will be based on the Unit Owner's Percentage Interest in the Common Elements multiplied by the taxes for the entire Property;

(b) Common Charges assessed against the respective Unit for the month in which Closing occurs, and based on the actual days in such month;

(c) If Purchaser has an Interim Lease or Use and Occupancy Agreement, use and occupancy and other charges for the month in which title closes based on the actual days in the month when closing occurs; and

(d) If applicable, the unpaid balance of the Purchase Price multiplied by .03% per day from and including the originally scheduled Closing date through the actual Closing.

In the event the net closing adjustments are in favor of Sponsor, Purchaser shall pay same at closing. A Purchaser may only pay such adjustments by personal check, subject to collection, if the amount is less than $1,500. Similarly, in the event the net closing adjustments are in favor of Purchaser, Sponsor shall have the option to either deliver to Purchaser, at the closing, a separate check for the credited amount or credit the amount against the Purchase Price of the Unit. In the event Sponsor delivers a separate check, the closing adjustments shall not affect the amount of the certified check(s), official bank checks or wires that the Purchaser is required to deliver to Sponsor at closing in payment of the balance of the purchase price. In the event there are any errors or omissions in computing the adjustments at closing, same shall be corrected promptly after discovery and payment made to the proper party. This obligation to correct any mistakes in the closing adjustments shall survive delivery of the Unit Deed.

A numerical example for the costs set forth in this section of the Plan for a hypothetical Residential Unit with a purchase price of $698,000.00 and a mortgage of $523,500.00 (75% financing) are set forth below. Tax, insurance and recording rates are subject to change.

1. Fee Title Insurance is $1,968.00 (with bulk rate discount);

2. Mortgage Title Insurance is $460 (with bulk rate discount);

3. Recording costs for Unit Deed and Powers of Attorney, are approximately $900.00;

4. Purchaser's mortgage recording tax (not including any payment to the Sponsor pertaining to mortgage tax credit) is $10,047.00

5. Recording cost of mortgage approximately is $400.00;

6. New York City Real Property Transfer Tax is/are $10,128.00;

7. New York State Transfer Taxes (deed stamps) is/are $2,844.00;

8. New York State "mansion" Tax does not apply for this sale; and

9. Purchaser's payment of Sponsor's Legal Fees is (at the office of the Sponsor's attorney without additional fees) $3,000.00; and

10. Purchaser's pro-rata share of the Acquisition Cost of the Resident Superintendent's Unit (which cost shall be based upon a Unit's percentage Common Interest.)

Total aforementioned fees: $29,747.00.

Other fees, which are not included in the example listed above (and which cannot be estimated because they pertain to events outside of the Sponsor's control, and/or statutory requirements) include, but are not limited to, the real estate tax escrow (and/or reimbursement of real estate taxes paid by the Sponsor), 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 monthly Common Charges prospectively from the closing date.

It is recommended that a Prospective Purchaser consult with his or her lender with respect to the nature and amounts of all Closing costs and/or other expenses to be paid in connection with any loan, and Sponsor makes no warranty with respect thereto.

RIGHTS AND OBLIGATIONS OF THE SPONSOR

1. Construction Obligations

Sponsor has undertaken the following obligations in connection with the construction of the Building:

(a) Sponsor will cause to be performed such work and will cause to be supplied all materials necessary to complete the Building substantially in accordance with the description set forth in the Architect's Report. The issuance of a Permanent Certificate of Occupancy for the Building shall be deemed presumptive evidence that the Building, and all the Units have been substantially completed in accordance with the Architect's Report. However, nothing herein shall excuse Sponsor from its obligation to correct any defects in construction to the extent required in paragraph (c) below or in any Purchaser's Inspection Statement, nor relieve Sponsor from any of its other obligations under the Plan or under applicable Law.

(b) Sponsor reserves the right to amend the Plan from time to time (including, without limitation, to make changes in layouts and designs or changes affecting the materials, appliances, equipment, fixtures and other construction details) and to substitute materials, appliances, equipment and fixtures in place of those described in the Architect's Report, provided such substitutions are of substantially similar quality and design and, provided further, that the approvals (if required) of any governmental authorities having jurisdiction are first obtained. Sponsor may not change the size or location of Units or other improvements if such changes affect the Percentage of Common Interest or adversely affect the value of any Unit to which title has closed or for which a Purchase Agreement has been executed and is in effect unless all affected Unit Owners and contract vendees consent in writing to such change.

(c) Sponsor will not be obligated to correct, and will not be liable to any Purchaser or any Board as a result of: (i) any insubstantial variations from the description of the Building set forth in the Architect's Report, which are neither in violation of applicable building codes nor require the approval of any governmental authority having jurisdiction, or which are necessitated by site conditions or job requirements, provided such variations are of substantially equal quality and design as those set forth in said Architect's Report, or (ii) insubstantial variations in the dimensions or arrangement of rooms, walls or other areas within the Units and Common Elements. The foregoing shall not change Sponsor's obligation to complete construction of the Building, including the Units.

(d) Based upon the current construction schedule, Sponsor presently contemplates that the construction of the Building will be sufficiently completed to permit closing of title to the Residential Units to begin in or about January of 2017. Prospective Purchasers should note, however, that the Units may be completed at differing times over a significant period of time beyond the anticipated closing date. Purchasers will not be excused from paying the full purchase price for their Unit, and will have no claim against the Sponsor for damages or losses if the closing

is delayed. If the commencement date of the First Year of Condominium Operation is delayed by six (6) months or more, Sponsor will amend the Plan to include a revised Residential Budget with current projections. If the Residential Common Charges in the amended Residential Budget exceed those in the original projected Residential Budget by more than twenty-five (25%) percent, then Sponsor will offer all Residential Purchasers (who executed Purchase Agreements prior to any revised commencement date) a right of rescission for a period of fifteen (15) days after the presentation of the amendment containing such revised Residential Budget. Any Purchasers exercising their right of rescission will have their Deposit refunded, with any interest accrued thereon.

(e) Prospective Purchasers are advised that construction is a complicated process requiring the coordination of numerous tasks and the balancing of complex mechanical and architectural systems. No guaranty can be given that the construction will be completed by the projected construction date set forth in the Plan. During the First Year of Condominium Operations, construction workers and related personnel will be at the Property from time to time making adjustments, completing punch-list items and performing various tasks necessary to complete the construction. In addition, various systems, including, but not limited to, plumbing, heating and electrical systems and the air conditioning equipment may need to be shut down from time to time to make any necessary adjustments or repairs. Moreover, adjustments to the windows and elevators and other systems may require more than eighteen (18) months after the First Residential Unit Closing to complete. The Common Elements, amenity spaces, decoration of the lobbies and corridors, including, but not limited to, the hanging of lighting fixtures and the installation of wall covering may not be completed until all or substantially all of the Units have been sold and the occupants of the Units have moved into their Units.

(f) Sponsor has secured project financing of $241,854,120.00 from SPT TLB BB HOLDINGS, LLC ("Starwood") to finance the construction of the Project. This debt financing package consists of a $100,941,648 floating rate Mezz Loan, a $129,294,864 floating rate Building Loan, and a $11,617,608 floating rate Project Loan. The Mezz Loan, Building Loan and Project Loan each (i) have a four (4) year term with an initial maturity date of April 11, 2018, (ii) have two (2) one-year extension options and (iii) are interest-only loans.

2. Certificate of Occupancy

The Sponsor is obligated to procure a Permanent Certificate of Occupancy for the Building. In the event only a Temporary Certificate of Occupancy for the Residential Units in the Building has been issued at the time of First Residential Unit Closing, Sponsor will use its best efforts to cause the Building Department to continuously renew the Temporary Certificate of Occupancy until the Permanent Certificate of Occupancy for the Residential Units has been issued.

Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof, and ultimately for obtaining a PCO covering the entire building within two years from the date of the issuance of the first TCO. However, Sponsor and

its principals make no representation or guarantee that DOB will issue the PCO within such two year period. NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE PERMANENT CERTIFICATE OF OCCUPANCY FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE PCO WITHIN SUCH TWO YEAR PERIOD WHILE KEEPING THE TCO CURRENT. Unit Owners and each of the Boards shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings.

In addition, in the event a Permanent Certificate of Occupancy has not been issued at, or prior to, the First Residential Unit Closing, Sponsor will place in a special escrow account pursuant to Section 352-e(2-b) of the General Business Law with its counsel, Ganfer & Shore, LLP, all deposits and funds received from Purchasers under this Plan, which sums may be released from escrow upon issuance of a Permanent Certificate of Occupancy. Notwithstanding the foregoing, any sums in excess of the amount certified by Sponsor's Architect, as reasonably necessary to complete the work needed to obtain a Permanent Certificate of Occupancy, may be released from the special deposit escrow account. Alternatively, by prior amendment to the Plan, Sponsor may deposit with Ganfer & Shore, LLP, an unconditional, irrevocable letter of credit or post a surety bond or deposit cash in the amount so certified. Any interest earned on any such funds shall be paid to Sponsor as and when earned.

3. No Warranties or Guaranties by Sponsor

All Units offered pursuant to this Plan are sold as described in the Plan. Neither the Sponsor, its designee, Selling Agent nor any offeror hereunder makes any warranty or guaranty, express or implied, with respect to the materials, Building systems, fixtures, windows, appliances, workmanship or any other aspect of the Units, Common Elements, Limited Common Elements or any portion thereof, except as set forth in the Plan. Prospective Purchasers are advised that Article 36-B of the General Business Law ("Housing Merchant Implied Warranty Law") does not apply to this offering.

Sponsor will correct, repair, or replace any and all defects relating to Sponsor's construction of the Building, or in the installation or operation of any appliances, fixtures or equipment therein, or will cause the same to be corrected, repaired, or replaced, but only if:

(1) such defects are due to substantially improper workmanship or construction practices or the use of materials that are substantially and materially at variance with the description of the work set forth in the Architect's Report; and

(2) Sponsor is notified of the same in accordance with the following, which notice shall be by certified mail, return receipt requested:

(i) with respect to any latent defect (that is, a defect that is not

visually ascertainable) in the construction of an Unsold Unit, within three (3) months from the date of Closing of such Unsold Unit;

(ii) with respect to any patent defect in the construction of an Unsold Unit within thirty (30) days from the date of Closing of such Unsold Unit, provided such patent defect is not caused by the use of the Unit by the Unit Owner or such Unit Owner's guests, invitees, contractors or occupants; and

(iii) with respect to the Common Elements, six (6) months from the later to occur of the issuance of a temporary certificate of occupancy related to such Common Elements and completion of that portion of the Common Elements that is claimed to be defective.

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

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

(a) Sponsor is not notified of the existence of such defect, in the manner and within the appropriate time period specified above, **time being of the essence**.

(b) The appropriate Board and/or the Managing Agent and/or the Unit Owner fails to allow prompt access to the Unit in question by Sponsor or Sponsor's contractors or performs any work which voids any guaranty or warranty; or

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

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

(a) with respect to which assignable warranties or other undertakings

(however denoted) from manufacturers, contractors, materialmen, or others, which are assigned to the a Board and/or any Unit Owner;

(b) resulting from normal wear and tear, natural deterioration, normal settling, deflection, or shifting of the Building;

(c) that are caused by the failure of the Condominium or a Board to maintain the Building, its fixtures, equipment or systems, or to properly enforce any warranties or guaranties; or

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

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

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

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

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

v. variations in wood floor stains and finishes caused by normal foot traffic during construction and sales periods;

vi. normal plumbing, heating, air-conditioning, ventilating, and floor noises and creaking;

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

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

Notwithstanding the foregoing, Sponsor will be obligated to repair abnormal scratches in plastic laminate, vitreous china, natural stone, wood, porcelain and metallic surfaces by filing or refinishing the same not caused by the use of the Units by Unit Owners or Unit Owners' guests, invitees, contractors or occupants, but Sponsor will not be obligated to replace any such surfaces.

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

NOTHING CONTAINED IN THIS SECTION WILL BE CONSTRUED SO AS TO RENDER SPONSOR LIABLE FOR CONSEQUENTIAL DAMAGES (WHETHER BASED ON NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, OR OTHERWISE), IT BEING INTENDED THAT SPONSOR'S SOLE OBLIGATION UNDER THIS SECTION WILL BE TO REPAIR OR REPLACE ANY DEFECTIVE ITEM OF CONSTRUCTION UPON, AND SUBJECT TO, THE TERMS AND CONDITIONS SET FORTH ABOVE. ADDITIONALLY, EXCEPT AS EXPRESSLY SET FORTH ABOVE,

SPONSOR WILL HAVE NO OBLIGATION TO CORRECT OR REPAIR ANY DEFECT OR OTHER CONDITIONS IN THE BUILDING (INCLUDING IN THE UNITS AND THE COMMON ELEMENTS OR LIMITED COMMON ELEMENTS) OR IN, OR WITH RESPECT TO, ITS INSTALLATIONS, APPARATUSES, FIXTURES, FINISHES, MATERIALS, AND APPURTENANCES. ASIDE FROM ANY SPONSOR WARRANTIES AND UNDERTAKINGS WITH RESPECT TO THE CONSTRUCTION AND COMPLETION OF THE BUILDING CONTAINED IN THIS SECTION, NO OTHER WARRANTIES OR UNDERTAKINGS SHALL BE IMPLIED.

Sponsor will, except as hereinafter provided, cause to be corrected any defects in its construction of the Building, including its electrical, mechanical, air conditioning, heating, ventilating, plumbing and other systems (hereinafter collectively called the "Building Systems") due to improper workmanship or defective material or material substantially at variance with the Architect's Report, provided and on condition that Sponsor is notified in writing by a Board of such defects within six (6) months from the First Residential Unit Closing.

At the First Residential Unit Closing or thereafter, with reasonable promptness after receipt of any assignable manufacturer's or subcontractor's warranty or bond relating to a portion of the Common Elements, Sponsor will deliver to the Master Board an assignment of such warranty or bond. Sponsor will also deliver to each Residential Unit Owner, with reasonable promptness after the issuance of the Residential Unit Deed, an assignment of all assignable manufacturer's warranties and bonds relating to any appliances in the Residential Unit and in the event of a problem, each Residential Unit Owner will have the sole responsibility of pursuing remedies with the manufacturer.

4. Payment of Costs in Connection with Construction of the Building and Creation of the Condominium

Sponsor will pay or cause to be paid all expenses incurred in connection with its construction of the Building, including without limitation, all sums properly due to contractors, subcontractors and materialmen and all others involved in the construction of the Building for work performed and fixtures, material and equipment supplied or installed. (Notwithstanding the foregoing, if a Unit Owner shall conduct Alterations in its Unit, said Unit Owner, and not Sponsor, shall be responsible for the costs of said Alterations.) Sponsor will also bear all costs and expenses to be incurred in connection with the creation of the Condominium, including the preparation, filing and distribution of the Plan and the filing of the Condominium Documents. In addition, Sponsor will pay all selling expenses and brokerage commissions of the Selling Agent or other broker engaged by Sponsor.

Sponsor will cause any and all mechanic's liens arising out of its construction of the Building and its appurtenances, authorized by Sponsor, to be discharged on or prior to the First Residential Unit Closing. Alternatively, Sponsor will cause the company insuring a Purchaser's title to a Unit to affirmatively insure against collection thereof out of the Unit or any portion thereof

by posting a bond or escrowing a sum deemed sufficient by such company.

In the event a Unit Owner conducts Alterations in its Unit, said Unit Owner shall be solely responsible for any violations of law, rule, regulation or order, resulting from said Alterations and shall cause the same to be cured within thirty (30) days of the issuance of said violation. In the event a contractor places a mechanic's lien on any portion of the Condominium in connection with a Unit Owner's Alterations, said Unit Owner shall arrange for the prompt removal of such mechanic's lien at the Unit Owner's sole cost and expense, provided that Sponsor or its designee, or if Sponsor no longer owns a Unit in the Building, then the Condominium, has the right to cause such mechanic's lien to be removed, and all costs and expenses related thereto shall be the sole responsibility of the Unit Owner. The Unit Owner shall bear all costs attributable thereto, including but not limited to the payment of any penalty and or fine levied in connection therewith and hereby indemnifies and holds Sponsor and the Condominium harmless from any such penalty or fine, whether threatened or actual.

In the event that there are violations of record or other title encumbrances (other than mortgages and Permitted Encumbrances) affecting the Property (and said violations or encumbrances are not due or related to a Unit Owner's Alterations) at the time of the First Residential Unit Closing, Sponsor shall cause such violations or encumbrances (other than mortgages and Permitted Encumbrances) affecting the Property at the time of the First Residential Unit Closing, to be cured, remedied and removed, at its sole cost and expense, except that Sponsor shall have no obligation to cure, remedy, or remove any encumbrances if the same cannot be accomplished at an aggregate cost and expense (as reasonably estimated by Sponsor) of one-half (1/2%) percent of the aggregate amount of the offering or less. The existence of any such violations or encumbrances will not constitute an objection to title or excuse any Purchaser from completing payment of the balance due under his Purchase Agreement (without provision for escrow), provided that Sponsor either furnishes adequate proof that such violation or encumbrance has been cured or remedied, or deposits with the appropriate Board a reasonable sum to secure Sponsor's obligation to cure and remedy such violation or encumbrance subsequent to the First Residential Unit Closing. At Sponsor's request, the appropriate Board shall apply the sums so deposited towards payment of the cost of curing or remedying the title defect, except that the appropriate Board shall retain a sufficient portion of such security deposit to pay for the reasonable costs of curing or remedying the remaining title defects. If the aggregate cost and expense of curing, remedying and removing title encumbrances exceeds one-half (1/2%) percent of the aggregate offering (as reasonably estimated by Sponsor) and the Plan has not yet been declared effective, then Sponsor may elect not to cure, remedy and/or remove said title encumbrances, then Sponsor may withdraw the Plan in accordance with the terms of the section above entitled "Effective Date of This Offering Plan."

5. Floor Plans

In accordance with Section 339-p of the New York Real Property law, a registered architect or licensed professional engineer shall certify, within reasonable tolerances, that the Floor Plans for the Units filed with the Declaration are a substantially accurate copy of the portion of the plans of

the Building as filed with, and approved by, the New York City Department of Buildings.

Neither Sponsor nor its designee will have any liability to any Purchaser, nor will any Purchaser be entitled to a credit, offset or reduction in the Purchase Price for the Unit, or otherwise be relieved from any obligations under the Purchase Agreement, by virtue of a non-material inaccuracy or error in the Floor Plans.

6. Indemnities

Sponsor agrees to indemnify the Boards and Unit Owners and hold them harmless from, and defend on their behalf, any suits or claims arising out of acts or omissions of Sponsor.

Immediately following the First Residential Unit Closing, Sponsor will assign any assignable service and maintenance contracts and agreements relating to the Property to the appropriate Boards, and the Boards will, on behalf of the Unit Owners in its Section, assume same and indemnify Sponsor, and its designee, against all claims and liability arising thereunder that relate to matters and events occurring on or after the First Residential Unit Closing.

7. Obligations to Survive Delivery of Deed

The obligations set forth in this section contain all the obligations of Sponsor, and its designee, under the Plan and none other shall be implied, except that nothing contained herein shall be deemed to limit the rights of Purchasers relative to their Units under their respective Purchase Agreements. Sponsor makes no warranties other than as set forth in this section. The obligations of Sponsor under this section shall survive the delivery of the Unit Deeds to the respective Unit Owners for the respective time periods indicated herein. Sponsor shall not be liable for, nor obligated to defend, any suits or claims with respect to any Unit, arising out of any occurrence taking place on or after the date of the closing of title to such Unit, or the leasing thereof to any Purchaser or, with respect to the Common Elements or Limited Common Elements, Sponsor shall not be liable for, nor obligated to defend, any action arising out of any occurrence taking place on or after the date of the First Residential Unit Closing, except for suits or claims arising out of the acts or omissions of Sponsor or the representations made by Sponsor in the Plan.

The obligations of Sponsor under this section with respect to the General Common Elements shall be enforceable only by the Master Board on behalf of all the Unit Owners. The obligations of Sponsor under this section with respect to the Residential Common Elements, Office Common Elements, Retail Common Elements or the Residential Limited Common Elements shall be enforceable only by the appropriate Section Board on behalf of the Unit Owners in each Section. If the applicable Board fails to take reasonable action to enforce such obligations within ninety (90) days following the giving of written notice of such claim by a Unit Owner to said Board, then after such ninety (90) day period, such Unit Owner may enforce said obligations of Sponsor.

8. Delivery of Building Plans

At, or prior to, the First Residential Unit Closing, Sponsor shall deliver to the Master Board a copy of the "as-built" Building Plans.

9. Security for Sponsor's Obligations

No bond or other security has been furnished to secure the performance of the Sponsor's obligations set forth in this section. The ability of Sponsor to perform its obligations will depend upon its financial condition, when and if it is called upon to perform. No warranty is made that Sponsor will be financially able to perform any or all of such obligations.

10. Sponsor's Obligation to Pay Common Charges on Unsold Units

Sponsor will pay all Common Charges, assessments and real estate taxes assessed against the Unsold Units for so long as Sponsor owns them. Sponsor expects to have the financial resources to meet the aforesaid obligations and to fund same from projected sales, the rental of Unsold Units and Sponsor's other financial resources.

Notwithstanding the various Common Charges required to meet the expenses set forth in each of the Projected Budgets for the First Year of Condominium Operations: In connection with each of the Budgets provided in this Plan, during the first twelve (12) months of Condominium Operation, or until there has been a closing of title with respect to seventy-five (75%) percent of all of the Units in the Building (or seventy-five (75%) percent of all of the Units in the applicable Section) whichever is later, if the actual expenses of operating the Building (or appropriate Section) are less than the projected expenses set forth in the Budget for the First Year of Condominium Operations, then, to the extent such excess was paid by such Unit Owner, the difference between the actual expenses and the full Common Charges will be refunded to all Unit Owners (including the Sponsor) in the Building (or Section) on a pro-rated basis in the form of either a credit against future Common Charges or as a cash reimbursement to the extent that the Unit Owner (including the Sponsor) has sold the Unit prior to the receipt of the full credit. Sponsor makes no warranty or representation that the operating expenses during this period will be less than the actual Common Charges or as to the amount of any credit that may be available as a result of any such computation.

Notwithstanding the foregoing, if a refund is contemplated for the First Year of Condominium Operation or any subsequent year of condominium operation, such refund may only be effectuated if an independent certified public accountant, as part of its preparation of the yearly annual statement for the Condominium, has determined that a refund is warranted based on an excess payment of Common Charges by Unit Owners over actual expenses for the Condominium and has determined the amount of such refund as part of its annual review. For purposes of this Plan, an "excess payment of Common Charges" shall mean the actual expenses of the Condominium (or specific Section of the Condominium, as applicable) are less than the projected expenses set forth in the Budget for the Condominium (or the applicable Section). No

refund may be given unless all expenses of the Condominium (or the applicable Section) are paid, including but not limited to, insurance premiums and any reserve fund payments required by lenders. During a budget year following a year for which a refund was effectuated, no special assessment or increase in Common Charges shall be instituted to pay for any item which was set forth in the previous year's budget and which was refunded to Unit Owners as per the foregoing. Sponsor shall remain obligated to update the applicable Budgets in its amendments to the Offering Plan even if it is not engaged in sales activities.

11. Fire and Casualty Insurance

At, or prior to, the First Residential Unit Closing, Sponsor shall deliver to the applicable Boards policies or binders for fire and casualty insurance coverage described in Schedule B. The projected all-risk coverage described in that footnote is based upon an agreed amount replacement cost for the Building (less site preparation). In order to safeguard the investment of the Unit Owners, in the event of a substantial or total destruction of the Building, the Master Board should periodically review the amount of casualty insurance for the Building to insure that the amount of coverage equals the Building's then replacement cost. The foregoing insurance does not include the insurance coverage found in a standard "homeowner's policy" for any belonging or personal property in a Unit Owner's Unit. See the footnotes to Schedule B for further discussion.

12. Documents on File

Sponsor agrees that copies of this Plan, Parts A, B, C and D of the Exhibits and documents referred to herein shall be on file and available for inspection without charge and copying at a reasonable charge by Prospective Purchasers and by any Purchaser, at the office of the Sponsor, 1221 Avenue of the Americas, 17th Floor, New York, NY 10020, and shall remain available for such inspection or copying for a period of six (6) years from the date the Declaration is recorded.

13. Sponsor's Right to Liquidate

Sponsor (and its designee) has reserved the right to transfer or sell its Unsold Units and otherwise liquidate its assets at any time. Such liquidation and the concomitant distribution of the Sponsor's assets will affect Sponsor's ability to perform its obligations hereunder. In the event of dissolution or liquidation of the Sponsor, the principals of the Sponsor will provide financially responsible entities or individuals who will assume the status and all of the obligations of the Sponsor for those Units under the Offering Plan, applicable laws or regulations.

14. Sponsor's Right of Access to Complete Construction

Sponsor, its designee, and its contractors, subcontractors, agents and employees will have a right of reasonable access to each Unit and its Limited Common Elements and to all of the Common Elements for purposes of completing construction of the Building or performing certain alterations and repairs in or about Unsold Units and in fulfilling Sponsor's obligations under the

Plan, provided (i) Sponsor repairs any resulting damage to the Unit and restores it to substantially the condition it was in prior to Sponsor's entry, and (ii) Sponsor provides reasonable prior notice (other than in an emergency) to the Unit Owner of the Unit to which access is required.

15. Leasing of Unsold Units

Sponsor (or its designee) reserves the right, freely and without restriction, to rent or lease Units to Purchasers and non-purchasers at any time, both before and after the First Residential Unit Closing, provided that a permanent or temporary Certificate of Occupancy covering such Unit has been obtained, and subject to the restrictions on the use of the Non-Residential Units. However, once a Purchase Agreement has been accepted for a Unit, and for so long as such Purchase Agreement is in effect, such Unit may only be leased to the Purchaser thereof. The lease will be for such rent (but not to exceed the maximum rent legally collectible, if any) and upon such other terms as may be mutually agreed upon. Such lease will also provide that an uncured default by the Purchaser under his Purchase Agreement will constitute a default under the lease entitling the landlord (Sponsor), at its sole option, to terminate the lease. The Purchase Agreement contains a similar cross-default provision entitling the Sponsor to cancel the Purchase Agreement in the event that the Purchaser fails to cure a default under his lease within the applicable grace period (if any) and such default results in his eviction from the Unit (whether by voluntary removal or by court order). No portion of the rental paid under such lease will be credited toward the Unit's purchase price.

No Residential Purchaser shall have the right to occupy a Residential Unit purchased by him prior to closing unless Sponsor agrees to permit such occupancy under an interim lease or other written Use and Occupancy agreement. Any right to rent a Residential Unit prior to consummation of the Plan must be made pursuant to an interim lease accompanied by an executed purchase agreement.

Sponsor's right to rent or lease any Unsold Unit will not be subject to any right of first refusal in favor of any Board.

16. Sale of Units

Sponsor and its designee reserve the right, freely and without restriction, to sell any of the Unsold Units. In connection with the sale of any of the Unsold Units, Sponsor and its designee, shall have, in addition to any other rights the Sponsor and its designee may have pursuant to the terms of the By-Laws and Declaration, the right to maintain any of the Unsold Units as a sales office (and/or a leasing office) and to post signs in the Common Elements advertising the Units for sale (or rent).

The applicable Board shall, at the request of the Sponsor, cause any existing building alteration, application or permit to be modified to allow any work which the Sponsor or its designee seek to perform with respect to the Common Elements or the Unsold Units.

17. Certification of Sponsor and Principals

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

CONTROL BY THE SPONSOR

Until the first meeting of the Unit Owners to be held within approximately ninety (90) days following the First Residential Unit Closing, the members of the Condominium Board shall consist of three (3) persons appointed by the Sponsor. The three initial members of the Condominium Board shall be Dermot B. Johnson, Frederic Sondik and Michael Meyer, all Principals of Sponsor.

There is no limit on the length of time that Sponsor may control the Master Board, Residential Board and/or Office Board. The Sponsor has the right to appoint a majority of the members of the Master Board, Residential Board and Office Board, and therefore control the Condominium, for a period ending on the date that Sponsor no longer owns a Unit in the Condominium (the "Control Period"). Sponsor may voluntarily relinquish such right to control the Master Board, Residential Board or Office Board prior to the expiration of the Control Period. During the period that Sponsor controls the Master Board, Residential Board and/or Office Board, Sponsor will (i) have control of maintenance, facilities and services to be provided to Unit Owners with respect to the General Common Elements, Residential Common Elements and Office Common Elements and such other matters which are the responsibility of the Master Board, Residential Board and Office Board, respectively, under the terms of the Declaration and the various By-laws and (ii) will determine the Master Common Charges to be paid by all Unit Owners, the Residential Common Charges to be paid by the Residential Unit Owners and the Office Common Charges to be paid by the Office Unit Owners, among other things. See the Section entitled "Rights and Obligations of Unit Owners and the Boards of Managers" for further details. See also the By-laws and Declaration for further details.

After the first meeting of the Unit Owners, the affairs of the Condominium shall be governed by a Master Board. The Master Board shall consist of nine (9) Master Board Members) as follows: (i) three (3) Master Board Members designated by the Residential Board representing and on behalf of all the individual Residential Unit Owners, (two (2) of which shall be designated by the Sponsor until the date Sponsor no longer owns any Unit in the Building) (ii) three (3) Master Board Members designated by the Office Board representing and on behalf of all the individual Office Unit Owners (two (2) of which shall be designated by the Sponsor until the date Sponsor no longer owns any Unit in the Building; (iii) two (2) Master Board Members designated by the Retail Unit, or upon its subdivision, the Retail Board, representing and on behalf of the Owners of the Retail Unit (two (2) of which shall be designated by the Sponsor so long as Sponsor shall own a Retail Unit in the Building, and one of which shall be designated by Sponsor until the date Sponsor no longer owns any Unit in the Building; (iv) one (1) Master Board Member designated by the Parking Unit representing and on behalf of the Parking Unit (which Master Board Member shall be designated by the Sponsor so long as Sponsor shall own a Unit in the Building).

Except as otherwise provided in the Condominium Documents, the Master Board shall have the powers and duties necessary for or incidental to the administration of the affairs of the

Condominium, including, but not limited to, (i) any matters relating to the General Common Elements, (ii) the insurance of the Building, (iii) any matters which affect the Parking Unit or the Retail Unit (prior to its subdivision) and (iv) any matters which affect more than one Section of the Building. All determinations, which do not (to more than an immaterial extent) relate to or affect or involve the Condominium generally or items (i) through (iv) above, and: (A) do not affect (to more than an immaterial extent) any portion of the Building other than the Residential Section, shall be made by the Residential Board; and (B) do not affect (to more than an immaterial extent) any portion of the Building other than the Office Units, shall be made by the Office Board; and (C) do not affect (to more than an immaterial extent) any portion of the Building other than the Retail Units, shall be made by the Retail Board.

The Residential Board shall consist of five (5) individuals designated by Residential Unit Owners, three (3) of which shall be designated by Sponsor or its designee until the date upon which Sponsor no longer owns any Residential Unit in the Building. There shall be no restriction on the right of Sponsor to vote for members who are nominated by Non-Sponsor Owners.

The Residential Board shall be entitled to make determinations with respect to matters that do not affect (to more than an immaterial extent) any portion of the Building other than the Residential Section, the Residential Budget and to the operation, care, upkeep, maintenance and administration of the affairs of the Residential Section, including, without limitation, the making of repairs of, and performance of alterations to, the Residential Common Elements, and shall have the powers and duties described in the Residential By-Laws and Declaration, subject, however, to any provisions in the Residential By-laws, Master By-Laws or Declaration that provide otherwise and/or that set forth restrictions on the right to make such determinations. In addition, except as may otherwise be provided in (and subject to) the Condominium Documents, each of the Residential Unit Owners shall have such powers as are permitted by Law, and shall be entitled to make determinations, with respect to all matters relating exclusively to their respective Residential Units.

The Office Board shall consist of five (5) individuals designated by Office Unit Owners, three (3) of which shall be designated by Sponsor or its designee until Sponsor no longer owns any Office Unit in the Building. There shall be no restriction on the right of Sponsor to vote for members who are nominated by Non-Sponsor Owners.

The Office Board shall be entitled to make determinations with respect to matters that do not affect (to more than an immaterial extent) any portion of the Building other than the Office Section, the Office Budget and to the operation, care, upkeep, maintenance and administration of the affairs of the Office Section, and shall have the powers and duties described in the Office By-Laws and Declaration, subject, however, to any provisions in the Office By-laws, Master By-Laws or Declaration that provide otherwise and/or that set forth restrictions on the right to make such determinations. In addition, except as may otherwise be provided in (and subject to) the Condominium Documents, each of the Office Unit Owners shall have such powers as are

permitted by Law, and shall be entitled to make determinations, with respect to all matters relating exclusively to their respective Office Units.

The Retail Board shall consist of two (2) individuals designated by Retail Unit Owners, two (2) of which shall be designated by Sponsor or its designee until the date upon which Sponsor no longer owns any Retail Unit in the Building. There shall be no restriction on the right of Sponsor to vote for members who are nominated by Non-Sponsor Owners.

The Retail Board shall be entitled to make determinations with respect to matters that do not affect (to more than an immaterial extent) any portion of the Building other than the Retail Section, the Retail Budget and to the operation, care, upkeep, maintenance and administration of the affairs of the Retail Section, and shall have the powers and duties described in the Master By-Laws and Declaration, subject, however, to any provisions in the Master By-Laws and Declaration that provide otherwise and/or that set forth restrictions on the right to make such determinations. In addition, except as may otherwise be provided in (and subject to) the Condominium Documents, each of the Retail Unit Owners shall have such powers as are permitted by Law, and shall be entitled to make determinations, with respect to all matters relating exclusively to their respective Retail Unit.

Sponsor's Right to Veto Certain Proposed Expenditures

During the Control Period, the Board may not take certain actions without Sponsor's, or Sponsor's designee's, prior written consent. The Condominium is subject to certain spending limitations during the Control Period, and the Board may not, without Sponsor's prior written consent:

(a) make any addition, alteration or improvement to the Common Elements, Limited Common Elements or Units (unless required by law or necessary for the health and safety, but not the general comfort and welfare) of the Unit Owners (nothing contained herein shall restrict the right and obligation of the Master Board to maintain and repair the Common Elements;); (b) assess any Common Charges for the creation of, addition to or replacement of, all or part of any reserve, contingency or surplus funds in excess of the balance thereof at the time of the First Residential Unit Closing, other than a twelve (12) month reserve for contingencies not exceeding five (5%) percent of the budgeted operating expenses for the ensuing twelve (12) months of condominium operation, (c) change the number or type of employees or hire any employee in addition to the employees provided for in the Schedule B Budgets set forth in the Offering Plan; (d) enter into any service or maintenance contract for work not covered in the Schedule B Budgets, or otherwise provide services in excess of those referred to in the Plan, except as is required to reflect normal annual increases in operating services, but not in excess of $10,000 per year; (e) borrow money on behalf of the Condominium; (f) eliminate or reduce the insurance coverage or any services contemplated by such Schedule; (g) exercise a right of first refusal to lease or purchase a Unit; or (h) undertake any capital or major improvement or addition not mandated by the Plan unless required by Law or which is necessary to avoid jeopardy to the

continued existence of the premises, or which constitutes a danger to health or safety, or to avoid risk of severe deterioration, destruction or breakdown of a component part, fixture or element of the Building.

Notwithstanding anything contained in the Paragraph above, Sponsor may not exercise veto power over expenses described in the Schedule B Budgets, or over expenses required;

(i) to comply with applicable laws or regulations; or

(ii) to remedy any notice of violation; or

(iii) to remedy any work order by an insurer which is the responsibility of a Board to remedy.

No amendment, modification, addition or deletion to the Declaration, any By-laws or any Rules or Regulations shall be effective or binding upon Sponsor, or its designee, in any way without the written consent of the Sponsor or its designee, if such amendment, modification, addition or deletion might affect the rights of Sponsor, or its designee, including without limitations, a modification of the permitted uses of the Building or any portion thereof or a change to the rights, privileges, easements, licenses or exemptions granted to Sponsor, or its designee, or otherwise adversely affects Sponsor or its designee. See the Section entitled "Rights and Obligations of Unit Owners and the Boards of Managers."

RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND RIGHTS AND OBLIGATIONS OF THE BOARDS

Each Residential Unit shall be used only as a residence, by not more than one family unit and for any home occupation permitted by law, or for any other lawful use, provided that either Sponsor or the Residential Board consent to any such use. Notwithstanding the foregoing, the Sponsor, and its designee, may use any one or more of the Unsold Units as model units and sales and/or promotion offices in connection with the sale or rental of the Unsold Units or for any other purpose, subject only to compliance with the applicable laws and the then existing Certificate of Occupancy. Residential Units may only be leased in accordance with the Residential By-Laws and the Residential Rules and Regulations.

Each Unit Owner will have the following rights and obligations:

1. Sale and Leasing of Units

Residential Units:

Each Residential Unit Owner may sell or lease its Residential Unit provided it first gives written notice to Sponsor, its designee and the Residential Board (and if applicable, the Master Board) of its intention to do so, and otherwise complies with the Residential By-Laws and Residential Rules and Regulations (and if applicable, the Master By-Laws and Master Rules and Regulations). The written notice to Sponsor, its designee and the Residential Board shall be accompanied by a fully executed copy of the contract of sale or lease agreement, containing all of the terms offered in good faith by the prospective Purchaser or Lessee. Sponsor, its designee and the Residential Board, on behalf of all the Residential Unit Owners, shall have the exclusive right to purchase or lease the Unit (or designate another to purchase or lease the Unit) within sixty (60) business days after receipt of such notice on the same terms, as more specifically set forth in Article 8 of the Residential By-Laws (see Exhibit G-2 of Part II of the Plan). If neither Sponsor, its designee, nor the Residential Board notifies the Residential Unit Owner during such exclusive period, of its election to purchase or lease the Residential Unit, the Residential Unit Owner will have sixty (60) days thereafter to consummate the sale or lease in accordance with the terms stated in the contract of sale or lease agreement appended to such notice, failing which the Residential Unit Owner will again be required to first offer the same to Sponsor, its designee and the Residential Board as provided above.

With regard to the Residential Board's right of first refusal, the Residential Board may not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law.

The Residential Board may not exercise its option to purchase any Residential Unit unless a majority of the Residential Unit Owners affirmatively vote in favor thereof, in person or by proxy, at a meeting of Unit Owners at which a quorum is present. The Residential Board may not

exercise its option to lease any Residential Unit unless a majority of the members of the Residential Board affirmatively vote in favor thereof, in person or by proxy, at a meeting of the Residential Board at which a quorum is present. If approval is given, the Residential Board may assess each Residential Unit Owner (other than the selling Unit Owner), in proportion to his or her Percentage of Common Interest, an amount necessary to effectuate the purchase or lease.

The foregoing restrictions upon the sale and leasing of Residential Units shall not apply to (i) Sponsor or its designee, with respect to any Unsold Units, (ii) Units acquired by a mortgagee in foreclosure or by deed in lieu of foreclosure, who shall be free to sell or lease its Units without first offering to sell or lease same to a Board, (iii) any Retail Unit Owner or (iv) any Parking Unit Owner.

Notwithstanding the foregoing, any Residential Unit Owner may sell or lease his Residential Unit to his spouse, adult child, parent, grandparent, parent-in-law, or adult sibling, or may convey his Residential Unit by gift, devise it by will, or have it pass by intestacy, without complying with the restrictions described above, provided, however, that each succeeding Residential Unit Owner shall be bound by, and his Residential Unit shall be subject to, such restrictions. In addition, any Residential Unit Owner that is not a natural person may sell, lease, or convey its Residential Unit to a related or controlled entity as more particularly set forth in Article 8 of the Residential By-Laws set forth as Exhibit G-2 in Part II of the Plan.

Each conveyance of a Residential Unit by a Residential Unit Owner shall include, as part of the property to be conveyed, such Residential Unit Owner's (i) percentage of the Common Interest, (ii) the undivided interest in any other Unit(s) acquired by the Residential Board or Master Board, (or the proceeds received at a foreclosure or other judicial sale of a Unit), and (iii) the undivided interest in any other assets of the Residential Board or Master Board. In addition, title to a Residential Unit may not be conveyed unless all unpaid Residential Common Charges and liens against such Residential Unit, other than Permitted Mortgages, are paid and satisfied at or prior to Closing. At the time of acquisition of a Residential Unit and as a condition thereof, the new Residential Unit Owner shall be required to execute, acknowledge and deliver, in accordance with Article 16 of the Declaration set forth as Exhibit F in Part II of the Plan, (i) a Residential Unit Owner's Power of Attorney in favor of the Residential Board and Sponsor, in the form set forth as Exhibit C-2 in Part II of the Plan and (ii) a Master Unit Owner's Power of Attorney in favor of the Master Board and Sponsor in the form set forth as Exhibit C-1 in Part II of the Plan.

Residential Unit Owners (excluding the Sponsor or Sponsor's designee) who sell their Residential Units shall be required to pay to the extent allowed by law, a fee to the Residential Board or its Managing Agent for services performed in connection with processing the application for the sale or lease of their Residential Units.

A lease for any Residential Unit (other than an Unsold Unit of which a Purchase Agreement is in effect and which is leased to the Purchaser thereof) shall be for a term of not less than one year and not more than two (2) years and shall be in the form of an apartment lease then

approved by the Real Estate Board of New York, Inc., except for such changes thereto as are provided in the Residential By-Laws.

A Residential lease shall provide that if the Residential Unit Owner defaults in paying any amount, which may be due and owing to a Board, then Lessee shall, upon demand of said Board, pay any amounts due under the lease directly to the Board.

Office Units:

Each Office Unit Owner may sell or lease his or her Office Unit provided it first gives written notice Sponsor, its designee and the Office Board (and if applicable, the Master Board) of its intention to do so, and otherwise complies with the Office By-Laws, Office Rules and Regulations (and if applicable, the Master By-Laws and Master Rules and Regulations). The written notice to the Sponsor, its designee and the Office Board (and if applicable, the Master Board) shall be accompanied by a fully executed copy of the contract of sale or lease agreement, containing all of the terms offered in good faith by the prospective Purchaser or Lessee. Sponsor, its designee and the Office Board, on behalf of all the Office Unit Owners, shall have the exclusive right to purchase or lease the Office Unit (or designate another to purchase or lease the Office Unit) within sixty (60) business days after receipt of such notice on the same terms, as more specifically set forth in Article 8 of the Office By-Laws (see Exhibit G-1 of Part II of the Plan). If neither Sponsor, its designee nor the Office Board notifies the Office Unit Owner during such exclusive period, of its election to purchase or lease the Office Unit, the Office Unit Owner will have sixty (60) days thereafter to consummate the sale or lease in accordance with the terms stated in the contract of sale or lease agreement appended to such notice, failing which the Office Unit Owner will again be required to first offer the same as provided above.

With regard to the Office Board's right of first refusal, the Office Board may not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law.

The Office Board may not exercise its option to purchase any Office Unit unless a majority of the Office Unit Owners affirmatively vote in favor thereof, in person or by proxy, at a meeting of Unit Owners at which a quorum is present. The Office Board may not exercise its option to lease any Office Unit unless a majority of the members of the Office Board affirmatively vote in favor thereof, in person or by proxy, at a meeting of the Office Board at which a quorum is present. If approval is given, the Office Board may assess each Office Unit Owner (other than the selling Unit Owner), in proportion to his or her Percentage of Common Interest, an amount necessary to effectuate the purchase or lease.

The foregoing restrictions upon the sale and leasing of Office Units shall not apply to (i) Sponsor or its designee, with respect to any Unsold Units, (ii) to Units acquired by a mortgagee in foreclosure or by deed in lieu of foreclosure, who shall be free to sell or lease its Units without first offering to sell or lease same to a Board, (iii) any Retail Unit Owner or (iv) any

Parking Unit Owner.

Notwithstanding the foregoing, any Office Unit Owner that is not a natural person may sell, lease, or convey its Office Unit to a related or controlled entity as more particularly set forth in Article 8 of the Office By-Laws set forth as Exhibit G-2 in Part II of the Plan. Any Office Unit Owner who is a natural person, may sell or lease his Office Unit to his spouse, adult child, parent, grandparent, parent-in-law, or adult sibling, or may convey his Office Unit by gift, devise it by will, or have it pass by intestacy, without complying with the restrictions described above, provided, however, that each succeeding Office Unit Owner shall be bound by, and his Office Unit shall be subject to, such restrictions.

Each conveyance of an Office Unit by an Office Unit Owner shall include, as part of the property to be conveyed, such Office Unit Owner's (i) percentage of the Common Interest, (ii) the undivided interest in any other Unit(s) acquired by the Office or Master Board (or the proceeds received at a foreclosure or other judicial sale of a Unit), and (iii) the undivided interest in any other assets of the Office Board or Master Board. In addition, title to an Office Unit may not be conveyed unless all unpaid Office Common Charges and liens against such Office Unit, other than Permitted Mortgages, are paid and satisfied at or prior to Closing. At the time of acquisition of an Office Unit and as a condition thereof, the new Office Unit Owner shall be required to execute, acknowledge and deliver, in accordance with Article 16 of the Declaration set forth as Exhibit F in Part II of the Plan, (i) an Office Unit Owner's Power of Attorney in favor of the Office Board and Sponsor, in the form set forth as Exhibit C-3 in Part II of the Plan and (ii) a Master Unit Owner's Power of Attorney in favor of the Master Board and Sponsor in the form set forth as Exhibit C-1 in Part II of the Plan.

Office Unit Owners (excluding the Sponsor or Sponsor's designee) who sell their Office Units shall be required to pay to the extent allowed by law, a fee to the Office Board or its Managing Agent for services performed in connection with processing the application for the sale or lease of their Office Units.

The foregoing restrictions and limitations on the right to sell or lease a Unit may be modified or added to in the future provided the provisions in the appropriate By-Laws for amending same are followed (see the section entitled "Summary of Declaration and By-Laws" for further details) and provided no such modification shall affect the rights of the Sponsor or its designee without Sponsor's prior written consent.

2. Restrictions on the Use and Occupancy

Each Residential Unit shall be used only as a residence, by not more than one family unit and for any home occupation permitted by law, or for any other lawful use, provided that either Sponsor, its designee, the Residential Board (and if applicable, the Master Board) consents to any such use. Notwithstanding the foregoing, Sponsor and its designee may use any one or more of the Unsold Units as model units and sales and/or promotion offices in connection with the sale or rental

of the Unsold Units or for any other purpose, subject only to compliance with the applicable Laws and the then existing Certificate of Occupancy.

A Residential Unit owned or leased by an individual may be occupied only by the individual and members of his immediate family. The By-laws define the "immediate family" to include a spouse or live-in companion, children (natural or adopted), step-children, grandchildren, siblings, parents, parents-in-law and grandparents of the Residential Unit Owner.

A Residential Unit owned or leased by a corporation, partnership, fiduciary, or other entity may be occupied by a designated officer, director, stockholder, or employee of such corporation, or by a designated partner or employee of such partnership, or by said fiduciary (including designated officers, directors, stockholders, or employees of corporate fiduciaries), or by the beneficiary of said fiduciary, or by a principal or designated employee of such other entity, respectively, or by members of the immediate family of any of the foregoing. Within thirty (30) days after a Residential Unit is acquired by one other than an individual, such non-individual Unit Owner shall notify the Managing Agent of the name of the officer, director, stockholder, partner or employee designated by such Owner to occupy its Residential Unit. The person so designated may be changed from time to time by the non-individual Owner by similar written notice to the Managing Agent. However, all designees must be bona fide officers, directors, stockholders, partners or employees of the non-individual Owner and, under no circumstances, may more than one family occupy a Residential Unit at one time.

Guests are permitted to occupy a Residential Unit only when a Residential Unit Owner (or, in the case of a Residential Unit owned by a non-individual, the designee of such Residential Unit Owner) or members of his family are present. The foregoing restriction does not apply to the Unsold Units.

No nuisance or immoral, improper, offensive or unlawful use shall be allowed in the Building or any portion thereof. No portion of a Residential Unit, other than the entire Residential Unit, may be rented, and no transient tenants may be accommodated therein. 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 sole expense of the respective Residential Unit Owners or the appropriate Board, whoever shall have the obligation to maintain or repair such portion of the Property. No plantings shall be placed or installed on terraces without the prior written approval of the Residential Board or the Managing Agent.

The Residential Rules and Regulations, which govern the use of all of the Residential Units, may be amended from time to time by the Residential Board, provided that copies of such amendments are furnished to each Residential Unit Owner prior to the time that they become effective and provided further that no such amendment may be made which will affect the rights of the Sponsor and its designee, without their prior written consent.

3. Right to Mortgage Units

Each Unit Owner may mortgage his Unit, provided the Unit Owner first complies with the following conditions, as more particularly set forth in the appropriate By-Laws set forth as Exhibit G in Part II of the Plan: (i) the mortgage must be substantially in the form of the New York statutory form of mortgage or the form required by a Bank, Savings, and Loan Association or other lending institution, except for such changes or additions as may be required to permit a lender to make the loan; (ii) written notice thereof together with a copy of the mortgage is sent to the appropriate Board; and (iii) the Unit Owner is not in arrears of any Common Charges and first satisfies all other pre-existing unpaid liens against his Unit. Sponsor or its designee, as the Owner of an Unsold Unit, shall have the right to mortgage such Unsold Unit without any restriction or limitation, except that the appropriate Board is required to be notified in writing of the making of any such mortgage and is to be given a copy thereof.

4. Obligation to Pay Common Charges and Assessments

The Master Board will prepare and distribute to all Unit Owners annually a budget setting forth its projection of the Common Expenses for the Condominium's coming fiscal year. Based upon such budget, the Master Board will determine and advise each Unit Owner of the proportionate share of the Master Common Charges payable by each Unit Owner during the ensuing fiscal year, which will be paid on the percentage of the Common Interest allocated to his or her Unit. Notwithstanding the foregoing, certain costs of the Master Budget are allocated among the Units based upon actual usage.

The Section Boards will prepare and distribute to all Unit Owners within their Section annually a Section budget setting forth its projection of the Common Expenses for the Section's coming fiscal year. Based upon such budget, the Section Board will determine and advise each Unit Owner in its Section of the proportionate share of the applicable Common Charges payable by each Unit Owner during the ensuing fiscal year, which will be paid on the percentage of the Common Interest allocated to his or her Unit.

Pursuant to the terms of the Master By-Laws, the Master Board shall have the right to revise its projections of the General Common Expenses at any time and from time to time during the Condominium's fiscal year. Any such revision may result in an increase or decrease in the amount of Master Common Charges payable by Unit Owners during such fiscal year. However, no such revision shall have a retroactive effect on the amount of Master Common Charges payable by Unit Owners prior to the date of such new determination.

Pursuant to the terms of the applicable By-Laws, each Section Board shall have the right to revise their projections of the Common Expenses at any time and from time to time during the Condominium's fiscal year. Any such revision may result in an increase or decrease in the amount of Common Charges payable by Unit Owners in said Section during such fiscal year. However, no such revision shall have a retroactive effect on the amount of Common Charges

payable by Unit Owners prior to the date of such new determination.

Unless otherwise determined by a Board, Common Charges will be payable in monthly installments, in advance, on the first day of each calendar month. No Unit Owner will be relieved from liability for the payment of his Common Charges by waiving the use of any of the Common Elements or Limited Common Elements or by mere abandonment of his Unit. No Unit Owner, however, will be liable for the payment of any part of the Common Charges assessed against his Unit subsequent to a permissible sale, transfer, or other conveyance by him of such Unit.

Any Unit Owner may, by conveying his Unit to a Board without consideration and by complying with certain conditions set forth in the By-Laws in connection therewith, exempt himself from Common Charges accruing thereafter.

In the event that a Board forecloses its statutory lien on any Unit for unpaid Common Charges and the net proceeds of the foreclosure sale are not sufficient to pay such unpaid Common Charges, or if such Unit is acquired by a mortgagee or buyer at a mortgage foreclosure sale, then, in either event, the defaulting Unit Owner shall remain personally liable for the balance of unpaid Common Charges. The Master Board and Section Boards shall have the right to assess such unpaid balance amongst all Unit Owners, or the Unit Owners in the applicable Section, as applicable, at the time that the lien is levied.

Under the provisions of Section 339-z of the Condominium Act and the various By-Laws, the Boards will have a lien, on each Unit for unpaid Common Charges assessed against such Unit together with interest thereon. All such liens, however, will be subordinate, to the extent required by applicable law, to any liens for real estate taxes and assessments on such Unit.

5. Obligation to Repair and Maintain the Units, Limited Common Elements and Common Elements

Generally, all maintenance, repairs and replacement to the Common Elements and all maintenance, repairs and replacements of a structural nature to the Limited Common Elements will be made by the appropriate Boards and all maintenance, repairs and replacements to the Units and non-structural maintenance, repairs and replacements to the Limited Common Elements will be made by the respective Unit Owners at their own cost and expense. For a discussion relating to the repair of the Building or the Common Elements in the event of a fire or other casualty see the following section entitled "Summary of Declaration and By-Laws."

In the event that any Unit Owner fails to maintain or repair his Unit, or in the event of any breach of the Condominium Documents, then, as set forth in Article 6 of the By-Laws, the appropriate Board shall have certain rights to perform such maintenance or repairs, or to cure such breach, at such Unit Owner's expense.

Subject to any limitations otherwise provided for in the Plan, each Board has the

right to accumulate reserves for capital expenditures for the portions of the Building under its control.

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

6. Alterations and Improvements of Units, Common Elements and Limited Common Elements

No Unit Owner (except Sponsor or its designees) may make any structural alteration, addition, improvement, or repair in or to his or her Unit or its Limited Common Elements without the prior written approval of Sponsor or its designee, for so long as Sponsor shall own a Unit in the Building, the appropriate Section Board, and if applicable, the Master Board. Such approval shall be conditioned on the Alteration Obligations. Except as otherwise provided in the By-Laws or in provision (5) above, no Unit Owner, other than Sponsor or its designee, may make any alteration, addition, improvement, or repair in or to the Common Elements or to the Limited Common Elements.

Sponsor reserves the right, at any time, both before and after the recording of the Declaration, without the consent of any Board, any Unit Owner or mortgagee, to (a) change the size, square footage, layout of, or number of, rooms in any Unsold Unit, (b) change the size, or number of, Unsold Units by dividing one or more Unsold Units into two or more separate Units, by combining one or more Unsold Units into one or more Unsold Units, by altering any boundary walls between Unsold Units or by incorporating Common Elements (such as a portion of a hallway, without changing the Common Interest, which will thereafter be deemed to be a Limited Common Element), which exclusively benefits an Unsold Unit, into such Unsold Unit and, (c) if appropriate, reapportion among the Unsold Units affected by any such change the aggregate Common Interest. In the event of any change pursuant to either (b) or (c) above, such change shall be disclosed in a duly filed amendment to the Plan. No such change, including any change in the Common Interest or in the amount or quality of Common Elements directly affecting or servicing a Unit, will be made with respect to such Unit for which a Purchase Agreement is then in effect which increases or decreases the square footage area (excluding interior partitions) or Common Interest by more than 5%, or materially changes the layout of such Unsold Unit, unless the Purchaser consents to such changes.

If Purchaser's consent is required as a result of such change and Purchaser refuses to consent, then in such event, Sponsor may offer Purchaser a right of rescission for fifteen (15) days and Purchaser shall have the option of whether or not to accept such right of rescission. If accepted, Sponsor's sole obligation shall be to refund to Purchaser the Deposit made under the Purchase Agreement and any interest earned thereon, except for funds expended by or reimbursed to Sponsor for upgrades or extras. If Purchaser does not accept an offer of rescission, then Purchaser will be deemed to have consented to the change.

If Purchaser's consent is not required, a Purchaser will not be excused from purchasing the Unit and will not have any claim against Sponsor as a result of any such change and any such change will not affect a Purchaser's obligations under the Purchase Agreement or the Plan.

As provided for in the applicable By-laws, once the Control Period ends, a Board may provide a Unit Owner in its Section with the foregoing rights of Sponsor in connection with the combination of Units.

At the request of Sponsor (or its designee), the appropriate Board will execute any application or other document required to be filed with any governmental authority having or asserting jurisdiction in connection with any such addition, alteration, improvement, repair, change of use or proposed to be made to the Unsold Units, at which time Sponsor (or such designee) shall indemnify and hold the Condominium harmless from any expense or liability by virtue of the execution of the application or such other documents.

Except as provided in provision (5) above, all alterations, additions or improvements in or to the Common Elements and Limited Common Elements will be made by the appropriate Board, and the cost and expense thereof will be charged to the Unit Owners (who are controlled by said Board) as a Common Expense.

7. Insurance

Upon commencement of Condominium operation, the Property will be provided with the insurance coverage described in Footnote 8 to Schedule B, which is for the benefit of all the Unit Owners and provides for basic casualty insurance for the Limited Common Elements and the Common Elements and liability insurance for occurrences on the Common Elements. This insurance does not cover personal property within Units. Unit Owners may obtain supplemental or additional insurance for their own benefit, provided that such policies contain waivers of subrogation and provided further, that the liability of the companies issuing insurance procured by the Master Board shall not be affected or diminished by any Unit Owner's supplemental or additional insurance.

Each Unit Owner should consider the desirability of obtaining additional insurance at his own cost covering: (i) fire or casualty losses 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 and any appurtenant Limited Common Elements.

8. Rights of Access

As more fully set forth in the Master By-Laws, the Master Board, the Managing

Agent, and all other persons authorized by the Master Board shall have a right of access to any Unit and Limited Common Element for purposes including, but not limited to, the following: to make inspections regarding violations of governmental laws or regulations against any part of the Property, curing defaults committed by the Owner of such Unit under the Condominium Documents, or correcting any conditions originating in any Unit and threatening any other Unit, Common Element, or Limited Common Element.

As more fully set forth in the Residential By-Laws, the Residential Board, the Managing Agent, and all other persons authorized by the Residential Board shall have a right of access to any Residential Unit and Residential Limited Common Element for purposes including, but not limited to, the following: to make inspections regarding violations of governmental laws or regulations against any part of the Residential Section, curing defaults committed by the Owner of a Residential Unit under the Condominium Documents, or correcting any conditions originating in any Residential Unit and threatening any other Unit, Common Element, or Limited Common Element.

As more fully set forth in the Office By-Laws, the Office Board, the Managing Agent, and all other persons authorized by the Office Board shall have a right of access to any Office Unit for purposes including, but not limited to, the following: to make inspections regarding violations of governmental laws or regulations against any part of the Office Section, curing defaults committed by the Owner of such Office Unit under the Condominium Documents, or correcting any conditions originating in any Office Unit and threatening any other Unit, Common Element, or Limited Common Element.

In addition, Sponsor and its contractors, subcontractors, agents and employees have a right of access to each Unit and to all of the Common Elements and Limited Common Elements, for purposes of completing construction of the Building or performing alterations and repairs in or about Unsold Units and in fulfilling Sponsor's obligations under the Plan.

9. Compliance with the terms of the Declaration, the By-Laws and the Rules and Regulations

Each Unit Owner must strictly comply with the provisions of the Condominium Documents, as the same may be amended, modified, deleted, or added to, from time to time, pursuant to the terms thereof. Failure to strictly comply with the provisions of the Condominium Documents is grounds for an action against such Unit Owner for damages, injunctive relief, or both. All references in this Plan to a Section Board, including any references to obtaining consent of a Section Board, shall also include a reference to the Master Board, if the matter at hand affects General Common Elements or multiple Sections of the Building.

SUMMARY OF DECLARATION AND BY-LAWS

1. **Boards**

The affairs of the Condominium shall be governed by a Board of Managers, which shall initially consist of three (3) members designated by Sponsor. Sponsor has designated Dermot B. Johnson, Frederic Sondik and Michael Meyer, all Principals of Sponsor, to be the initial members of the Board.

After the first meeting of the Unit Owners, the affairs of the Condominium shall be governed by a Master Board. The Master Board shall consist of nine (9) Master Board Members) as follows: (i) three (3) Master Board Members designated by the Residential Board representing and on behalf of all the individual Residential Unit Owners, (two (2) of which shall be designated by the Sponsor until the date Sponsor no longer owns any Unit in the Building) (ii) three (3) Master Board Members designated by the Office Board representing and on behalf of all the individual Office Unit Owners (two (2) of which shall be designated by the Sponsor until the date Sponsor no longer owns any Unit in the Building; (iii) two (2) Master Board Members designated by the Retail Unit, or upon its subdivision, the Retail Board, representing and on behalf of the Owners of the Retail Unit (two (2) of which shall be designated by the Sponsor so long as Sponsor shall own a Retail Unit in the Building, and one of which shall be designated by Sponsor until the date Sponsor no longer owns any Unit in the Building; (iv) one (1) Master Board Member designated by the Parking Unit representing and on behalf of the Parking Unit (which Master Board Member shall be designated by the Sponsor so long as Sponsor shall own a Unit in the Building). Each Master Board Member shall be entitled to one vote.

Except as otherwise provided in the Condominium Documents, the Master Board shall have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium, including, but not limited to, any matters which affect (i) the General Common Elements, (ii) the insurance of the Building, (iii) the Parking Unit or the Retail Unit (prior to its subdivision) and (iv) more than one Section of the Building. All determinations, which do not (to more than an immaterial extent) relate to or affect or involve the Condominium generally or items (i) through (iv) above, and: (A) do not affect (to more than an immaterial extent) any portion of the Building other than the Residential Section, shall be made by the Residential Board; and (B) do not affect (to more than an immaterial extent) any portion of the Building other than the Office Units, shall be made by the Office Board; and (C) do not affect (to more than an immaterial extent) any portion of the Building other than the Retail Units, shall be made by the Retail Board.

The Residential Board shall consist of five (5) individuals designated by Residential Unit Owners, three (3) of which shall be designated by Sponsor or its designee until the date upon which Sponsor no longer owns any Residential Unit in the Building. There shall be

no restriction on the right of Sponsor to vote for members who are nominated by Non-Sponsor Owners.

The Residential Board shall be entitled to make determinations with respect to matters that do not affect (to more than an immaterial extent) any portion of the Building other than the Residential Section, the Residential Budget and the operation, care, upkeep, maintenance and administration of the affairs thereof, including, without limitation, the making of repairs of, and performance of Alterations to, the Residential Common Elements, and shall have the powers and duties described in the Residential By-Laws and Declaration, subject, however, to any provisions in the Residential By-laws, Residential Rules and Regulations, Master By-Laws, Master Rules and Regulations or Declaration that provide otherwise and/or that set forth restrictions on the right to make such determinations. In addition, except as may otherwise be provided in (and subject to) the Condominium Documents, each of the Residential Unit Owners shall have such powers as are permitted by Law, and shall be entitled to make determinations, with respect to all matters relating exclusively to their respective Residential Units.

The Office Board shall consist of five (5) individuals designated by Office Unit Owners, three (3) of which shall be designated by the Sponsor or its designee until the date upon which Sponsor no longer owns any Office Unit in the Building. There shall be no restriction on the right of Sponsor to vote for members who are nominated by Non-Sponsor Owners.

The Office Board shall be entitled to make determinations with respect to matters that do not affect (to more than an immaterial extent) any portion of the Building other than the Office Section, Office Budget, and the operation, care, upkeep, maintenance and administration of the affairs thereof, and shall have the powers and duties described in the Office By-Laws and Declaration, subject, however, to any provisions in the Office By-laws, Office Rules and Regulations, the Master By-laws, Master Rules and Regulations or the Declaration that provide otherwise and/or that set forth restrictions on the right to make such determinations. In addition, except as may otherwise be provided in (and subject to) the Condominium Documents, each of the Office Unit Owners shall have such powers as are permitted by Law, and shall be entitled to make determinations, with respect to all matters relating exclusively to their respective Office Units.

The Retail Board shall consist of two (2) individuals designated by Retail Unit Owners, two (2) of which shall be designated by Sponsor or its designee until the date upon which Sponsor no longer owns any Retail Unit in the Building. There shall be no restriction on the right of Sponsor to vote for members who are nominated by Non-Sponsor Owners.

The Retail Board shall be entitled to make determinations with respect to matters that do not affect (to more than an immaterial extent) any portion of the Building other than the Retail Section and the operation, care, upkeep, maintenance and administration of the affairs thereof, and the Retail Budget, and shall have the powers and duties described in the Master By-

Laws and Declaration, subject, however, to any provisions in the Master By-laws or Declaration that provide otherwise and/or that set forth restrictions on the right to make such determinations. In addition, except as may otherwise be provided in (and subject to) the Condominium Documents, each of the Retail Unit Owners shall have such powers as are permitted by Law, and shall be entitled to make determinations, with respect to all matters relating exclusively to their respective Retail Unit.

After the expiration of the Control Period, elections to the Boards shall be held at the regular annual meeting of Unit Owners held in September of each succeeding year. See Article 3 of the By-Laws for further discussion. If required by law, the Master Board will call a meeting of all Unit Owners on an annual basis.

The term of office of each member of the Master Board and Section Boards shall normally be one (1) year. At the expiration of the initial term of office of each member of a Board, such member's successor shall be elected to serve for a term of one (1) year.

All Master Board Members, other than the Sponsor or any Sponsor designees, shall be either: (a) Unit Owners or spouses of Unit Owners, or mortgagees of Units or a spouse of an individual mortgagee; (b) partners or employees (or their spouses) of a partnership owning a Unit or a mortgage covering a Unit; (c) officers, directors, stockholders or employees (or their spouses) of corporate owners or corporate mortgagees of Units; or (d) fiduciaries or their beneficiaries (or their spouses) who are owners of mortgagees of Units (or directors, officers, stockholders, or employees, or their spouses, of corporate fiduciaries, or partners or employees, or their spouses, of partnership fiduciaries). However, members elected by Sponsor or its designee are not subject to the foregoing restrictions. Other than members elected by Sponsor or its designee, no Master Board Member shall continue to serve on the Master Board after he or she ceases to be a Unit Owner or an interested party in a Unit Owner, as specified in the first sentence of this paragraph.

The POA Board shall consist initially of two (2) members (the "POA Board Members"). One (1) POA Board Member will be appointed by the Master Board of the Condominium and one POA Board Member shall be appointed by the applicable Phase II board, each of whom must also be members of the designating Board, respectively.

All members of the Residential Board, other than the Sponsor or any Sponsor designees, shall be either: (a) Residential Unit Owners or spouses of Residential Unit Owners, or mortgagees of Residential Units or a spouse of an individual mortgagee; (b) partners or employees (or their spouses) of a partnership owning a Residential Unit or a mortgage covering a Residential Unit; (c) officers, directors, stockholders or employees (or their spouses) of corporate owners or corporate mortgagees of Residential Units; or (d) fiduciaries or their beneficiaries (or their spouses) who are owners of mortgagees of Residential Units (or directors, officers, stockholders, or employees, or their spouses, of corporate fiduciaries, or partners or employees, or their spouses, of partnership fiduciaries). However, members elected by Sponsor or its designee are not subject to the foregoing restrictions. Other than members elected by Sponsor or its designee, no member shall

continue to serve on the Residential Board after he or she ceases to be a Residential Unit Owner or an interested party in a Residential Unit Owner, as specified in the first sentence of this paragraph.

All members of the Office Board, other than the Sponsor or any Sponsor designees, shall be either: (a) Office Unit Owners or spouses of Office Unit Owners, or mortgagees of Office Units or a spouse of an individual mortgagee; (b) partners or employees (or their spouses) of a partnership owning an Office Unit or a mortgage covering an Office Unit; (c) officers, directors, stockholders or employees (or their spouses) of corporate Office Unit Owners or corporate mortgagees of Office Units; or (d) fiduciaries or their beneficiaries (or their spouses) who are owners of mortgagees of Office Units (or directors, officers, stockholders, or employees, or their spouses, of corporate fiduciaries, or partners or employees, or their spouses, of partnership fiduciaries). However, members elected by Sponsor or its designee are not subject to the foregoing restrictions. Other than members elected by Sponsor or its designee, no member shall continue to serve on the Office Board after he or she ceases to be an Office Unit Owner or an interested party in an Office Unit Owner, as specified in the first sentence of this paragraph.

All members of the Retail Board, other than the Sponsor or any Sponsor designees, shall be either: (a) Retail Unit Owners or spouses of Retail Unit Owners, or mortgagees of Retail Units or a spouse of an individual mortgagee; (b) partners or employees (or their spouses) of a partnership owning a Retail Unit or a mortgage covering a Retail Unit; (c) officers, directors, stockholders or employees (or their spouses) of corporate Retail Unit Owners or corporate mortgagees of Retail Units; or (d) fiduciaries or their beneficiaries (or their spouses) who are owners of mortgagees of Retail Units (or directors, officers, stockholders, or employees, or their spouses, of corporate fiduciaries, or partners or employees, or their spouses, of partnership fiduciaries). However, members elected by Sponsor or its designee are not subject to the foregoing restrictions. Other than members elected by Sponsor or its designee, no member shall continue to serve on the Retail Board after he or she ceases to be a Retail Unit Owner or an interested party in a Retail Unit Owner, as specified in the first sentence of this paragraph.

2. **Control by Sponsor**

The number of members of a Board may not be increased without the consent of Sponsor, its designee or an owner of the Unsold Units for so long as there remains at least one (1) Unsold Unit.

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

Except for the first meeting, each Section of Unit Owners shall hold annual meetings on or about the last day in September of each year, unless such date shall occur on a legal holiday, in which event the meeting shall be held on the succeeding business day. At each annual

meeting, the Unit Owners of each Section shall elect successors to the members of their Section Board whose term of office expires as of such meeting. In addition, special meetings of Unit Owners of a Section may be held from time to time, pursuant to the appropriate By-Laws, whenever necessary for the affairs of the specific Section.

Each Unit Owner shall be entitled to cast one vote at all meetings of the Unit Owners for each .001% of Common Interest attributable to the Unit(s) owned by him or her, except that when voting for the election of members of a Board, each Unit Owner: (i) shall be entitled to one vote for each .001% of Common Interest attributable to his Unit per member to be elected. The presence, in person or by proxy, of Unit Owners having a majority of the votes of all Unit Owners shall constitute a quorum at all meetings of the Unit Owners, and, unless otherwise provided, the decision of the Unit Owners casting a majority of the votes of the Unit Owners at a duly convened meeting at which quorum shall be present shall be binding upon all of the Unit Owners.

Except for the Sponsor's designees, elections of members of a Section Board shall be determined by plurality vote. Notwithstanding the foregoing, Sponsor will be entitled to vote for Board Members that it doesn't appoint.

3. **Powers and Duties of the Master Board**

Subject to limitations set forth in the Master By-laws, the Master Board shall have the powers and duties necessary for the administration of the affairs of the Condominium as a whole and any matters relating to (i) the General Common Elements, (ii) the insurance of the Building, (iii) the Parking Unit or the Retail Unit (prior to its subdivision) and (iv) any matters which affect more than one Section of the Building, including, without limitation, the following powers and duties:

(a) operation, care, upkeep and maintenance of Common Elements and certain structural components of the Building;

(b) determination of the Master Common Charges required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the General Common Elements;

(c) collection of the Master Common Charges from the Section Boards;

(d) employment and dismissal of the personnel listed in the Master Budget necessary for the maintenance and operation of the General Common Elements, structural elements of the Building or portions of the Condominium which affect multiple Sections of the Building;

(e) adoption and amendment of the Master Rules and Regulations covering the details of the operation and use of the Building as

applicable and the General Common Elements (subject to the right of the Unit Owners to overrule the Board as provided in the By-Laws);

(f) maintaining bank accounts on behalf of the Condominium, other than any accounts maintained by the Section Boards and designating the signatures required therefore;

(g) purchasing Units at foreclosure or other judicial sales, in the name of the Condominium or its designee, on behalf of all Unit Owners, to the extent not purchased by a Section Board;

(i) selling, leasing, mortgaging, or otherwise dealing with (but not voting the votes appurtenant to) Units acquired by, and subleasing Units leased by, the Master Board or its designee, on behalf of all Unit Owners;

(j) obtaining and renewing insurance for the Property;

(k) making repairs, additions and improvements to, or alterations of, the General Common Elements and repairing and restoring the General Common Elements after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;

(l) enforcing the obligations of the Unit Owners, as applicable, to the extent not enforced by the Section Boards (this shall be a right but not an obligation of the Master Board);

(m) levying fines against the Unit Owners for violations of the Master Rules and Regulations (no fine may exceed fifty ($50) dollars for any one violation, but, for each day a violation continues after notice, it shall be considered a separate violation);

(n) commencing any action or other proceeding against any third party (including the Sponsor) to enforce the rights of Unit Owners or the Condominium, provided only that, any litigation or proceeding, which is estimated to cost more than fifty thousand ($50,000) dollars in the aggregate, as reasonably determined by the Master Board, shall require the consent of at least two-thirds (2/3) of all Unit Owners, and provided further that the Master Board may commence, without first obtaining the consent of the Unit Owners, any proceeding necessary to collect Master Common Charges;

(o) borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep, and maintenance of the General Common Elements or the structural components of the Limited Common Elements or any portion of the Building not covered by a specific Section Board, provided, however, that: (i) a 66 2/3% vote of the Master Board Members shall be required for any borrowings for such purposes if such borrowings are in excess of $500,000 (subject to increase by the CPI Increase Factor) in total in any one fiscal year or $1,500,000 (subject to increase by the CPI Increase Factor) in the aggregate (including borrowings from prior periods) at any one time; and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant Common Interest without the prior written consent of the owner of such Unit, or on the General Common Elements without the consent of all Unit Owners. The powers and rights of the Residential Board, the Office Board and the Retail Unit or Retail Board, as applicable, to borrow money pursuant to the provisions of the Residential By-Laws, the Office By-Laws and these Master By-Laws, respectively, shall not be limited or impaired by the foregoing.

(p) adjusting and settling insurance claims and executing and delivering releases in connection therewith; and

(q) bringing tax certiorari proceedings on behalf of all Unit Owners.

(r) designating a representative of the Condominium to represent the "Phase I Owner" in the POA, as such term is hereinbefore defined.

(s) giving a promissory note for closing adjustments.

The Master Board shall be responsible for maintaining and repairing the General Common Elements as set forth in the Declaration and in the Master By-Laws, regardless of whether a Unit is vacant or occupied by the Owner thereof or by a permitted lessee or other occupant. Notwithstanding the above, all non-structural maintenance, repairs and replacements to the Residential Limited Common Elements will be made by the respective Residential Unit Owners at their own cost and expense.

Except as otherwise provided in the Condominium Documents, the Master Board shall have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium, including, but not limited to, any matters relating to (i) the General Common Elements, (ii) the insurance of the Building, (iii) the Parking Unit or the Retail Unit (prior to its subdivision) and (iv) any matters which affect more than one Section of the Building. All determinations, which do not (to more than an immaterial extent) relate to or affect or involve the

Condominium generally or items (i) through (iv) above, and: (A) do not affect (to more than an immaterial extent) any portion of the Building other than the Residential Section, shall be made by the Residential Board; and (B) do not affect (to more than an immaterial extent) any portion of the Building other than the Office Units, shall be made by the Office Board; and (C) do not affect (to more than an immaterial extent) any portion of the Building other than the Retail Units, shall be made by the Retail Board.

4. **Powers and Duties of the Residential Board**

Subject to limitations set forth in the Residential By-laws and Declaration, the Residential Board shall have the powers and duties necessary for the administration of the affairs of the Residential Section, including, without limitation, the following:

(a) operation, care, upkeep and maintenance of the Residential Section including the Residential Common Elements and Residential Limited Common Elements;

(b) determination of the Residential Common Charges required for the affairs of the Residential Section, including, without limitation, the operation and maintenance of the Residential Common Elements and Residential Limited Common Elements;

(c) collection of the Residential Common Charges (and the Master Common Charges) from the Residential Unit Owners;

(d) employment and dismissal of the personnel necessary for the maintenance and operation of the Residential Section;

(e) subject to the rights of Residential Unit Owners, if any, adoption and amendment of the Residential Rules and Regulations covering the details of the operation and use of the Residential Section;

(f) maintaining bank accounts on behalf of the Residential Section and designating the signatures required therefore;

(g) purchasing, leasing, or otherwise acquiring in the name of the Residential Board or its designees, on behalf of Residential Unit Owners, Residential Units offered for sale or lease or surrendered by their owners to the Residential Board;

(h) purchasing Residential Units at foreclosure or other judicial sales, in the name of the Residential Section, on behalf of all Residential Unit Owners;

(i) selling, leasing, mortgaging, or otherwise dealing with (but not voting the votes appurtenant to) Residential Units acquired by, and subleasing Residential Units leased by, the Residential Board or its designee, on behalf of Residential Unit Owners;

(j) making repairs, additions and improvements to, or alterations of, the Residential Common Elements (and Residential Limited Common Elements, if structural in nature) and repairing and restoring the Residential Common Elements (and Residential Limited Common Elements, if applicable) after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;

(k) if granted permission to do so by the Master Board, bringing tax certiorari proceedings on behalf of the Residential Unit Owners;

(l) enforcing obligations of the Residential Unit Owners, as applicable;

(m) levying fines against the Residential Unit Owners for violations of the Residential Rules and Regulations (no fine may exceed fifty ($50) dollars for any one violation, but, for each day a violation continues after notice, it shall be considered a separate violation);

(n) commencing any action or other proceeding against any third party (including the Sponsor) to enforce the rights of Residential Unit Owners, provided only that, any litigation or proceeding, which is estimated to cost more than fifty thousand ($50,000) dollars in the aggregate, as reasonably determined by the Residential Board, shall require the consent of at least two-thirds (2/3) of Residential Unit Owners, and provided further that the Residential Board may commence, without first obtaining the consent of the Unit Owners, any proceeding necessary to collect Residential Common Charges;

(o) borrowing money on behalf of the Residential Section when required in connection with the operation, care, upkeep, and maintenance of the Residential Common Elements or Residential Limited Common Elements, provided, however, that (i) the consent of at least two-thirds (2/3) of Residential Unit Owners, both in number and in Percentage of the Common Interest, shall be required for the borrowing of any sum in excess of $250,000 (subject to increase by the CPI Increase Factor) in total in any one fiscal year or $500,000 (subject to increase by the CPI Increase Factor) in the aggregate

(including borrowings from prior periods) at any one time; and (ii) no lien to secure repayment of any sum borrowed may be created on any Residential Unit or its Appurtenant Interest in the Residential Common Elements without the consent of the Residential Unit Owner;

(p) to the extent not obtained or renewed by the Master Board, obtaining and renewing insurance for the Residential Section and adjusting and settling insurance claims for the Residential Section and if applicable, delivering releases in connection therewith.

(q) giving a promissory note for closing adjustments.

The Residential Board shall be responsible for maintaining and repairing the Residential Common Elements as set forth in the Declaration and in the Residential By-Laws, regardless of whether a Unit is vacant or occupied by the Residential Unit Owner thereof or by a permitted lessee or other occupant. Notwithstanding the above, all non-structural maintenance, repairs and replacements to the Residential Limited Common Elements will be made by the respective Residential Unit Owners at their own cost and expense.

5. **Powers and Duties of the Office Board**

Subject to limitations set forth in the Office By-laws and Declaration, the Office Board shall have the powers and duties necessary for the administration of the affairs of the Office Section, including, without limitation, the following:

(a) operation, care, upkeep and maintenance of the Office Section including the Office Common Elements;

(b) determination of the Office Common Charges required for the affairs of the Office Section, including, without limitation, the operation and maintenance of the Office Common Elements;

(c) collection of the Office Common Charges (and the Master Common Charges) from the Office Unit Owners;

(d) employment and dismissal of the personnel necessary for the maintenance and operation of the Office Section;

(e) subject to the rights of Office Unit Owners, if any, adoption and amendment of the Office Rules and Regulations covering the details of the operation and use of the Office Section;

(f) maintaining bank accounts on behalf of the Office Section and designating the signatures required therefore;

(g) purchasing, leasing, or otherwise acquiring in the name of the Office Board or its designees, on behalf of Office Unit Owners, Office Units offered for sale or lease or surrendered by their owners to the Office Board;

(h) purchasing Office Units at foreclosure or other judicial sales, in the name of the Office Section, on behalf of all Office Unit Owners;

(i) selling, leasing, mortgaging, or otherwise dealing with (but not voting the votes appurtenant to) Office Units acquired by, and subleasing Office Units leased by, the Office Board or its designee, on behalf of Office Unit Owners;

(j) making repairs, additions and improvements to, or alterations of, the Office Common Elements and repairing and restoring the Office Common Elements after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;

(k) if granted permission to do so by the Master Board, bringing tax certiorari proceedings on behalf of the Office Unit Owners;

(l) enforcing obligations of the Office Unit Owners, as applicable;

(m) levying fines against the Office Unit Owners for violations of the Office Rules and Regulations (no fine may exceed fifty ($50) dollars for any one violation, but, for each day a violation continues after notice, it shall be considered a separate violation);

(n) commencing any action or other proceeding against any third party (including the Sponsor) to enforce the rights of Office Unit Owners, provided only that, any litigation or proceeding, which is estimated to cost more than fifty thousand ($50,000) dollars in the aggregate, as reasonably determined by the Office Board, shall require the consent of at least two-thirds (2/3) of Office Unit Owners, and provided further that the Office Board may commence, without first obtaining the consent of the Unit Owners, any proceeding necessary to collect Office Common Charges;

(o) borrowing money on behalf of the Office Section when required in

connection with the operation, care, upkeep, and maintenance of the Office Common Elements or Office Limited Common Elements, provided, however, that (i) the consent of at least two-thirds (2/3) of Office Unit Owners, both in number and in Percentage of the Common Interest, shall be required for the borrowing of any sum in excess of $250,000 (subject to increase by the CPI Increase Factor) in total in any one fiscal year or $500,000 (subject to increase by the CPI Increase Factor) in the aggregate and (ii) no lien to secure repayment of any sum borrowed may be created on any Office Unit or its Appurtenant Interest in the Office Common Elements without the consent of the Office Unit Owner;

(p) to the extent not obtained or renewed by the Master Board, obtaining and renewing insurance for the Office Section and adjusting and settling insurance claims for the Office Section and if applicable, delivering releases in connection therewith.

(q) giving a promissory note for closing adjustments.

The Office Board shall be responsible for maintaining and repairing the Office Common Elements as set forth in the Declaration and in the Office By-Laws, regardless of whether an Office Unit is vacant or occupied by the Office Unit Owner thereof or by a permitted lessee or other occupant.

The Retail Board shall be entitled to make determinations with respect to matters relating exclusively to the Retail Unit, Retail Common Elements, if any, the Retail Budget and to the operation, care, upkeep, maintenance and administration of the affairs thereof, and shall have the powers and duties described in the Master By-Laws and Declaration.

The Parking Unit shall be entitled to make determinations with respect to matters relating exclusively to the Parking Unit, the Parking Budget and to the operation, care, upkeep, maintenance and administration of the affairs thereof, and shall have the powers and duties described in the By-Laws and Declaration.

6. **Officers of the Condominium**

The officers of each Section Board shall consist of a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the applicable Board at its first meeting after the respective annual Unit Owners meeting of each Section. All officers shall serve without compensation from the Condominium.

7. **Cost of Services**

The cost of snow removal, and maintenance of, any arcades, planted areas, public walks and common roof areas, if any, shall be a General Common Expense. The cost of snow removal from the sidewalks of the Property and the Public Plaza shall be charged as part of the Master Budget. The cost of snow removal from the Residential Roof Terrace shall be a Residential Expense. Snow removal, planting and regular maintenance of the private terraces shall be the responsibility of the Owners of those Units to which such Limited Common Elements are appurtenant thereto. All maintenance and repairs to the General Common Elements shall be the responsibility of the Master Board. All maintenance and repairs to the Residential Common Elements shall be the responsibility of the Residential Board. All maintenance and repairs to the Office Common Elements shall be the responsibility of the Office Board. All maintenance and repairs to the Retail Common Elements shall be the responsibility of the Retail Board (or the Master Board in the event the Retail Unit has not yet been subdivided). Notwithstanding the foregoing, maintenance or repairs to Non-General Common Elements that may affect (i) the General Common Elements, (ii) the insurance of the Building, (iii) the Parking Unit or (iv) multiple Sections of the Building, are subject to written consent from the Master Board, which consent shall not be unreasonably withheld.

All of the foregoing maintenance and repairs shall be performed by employees of the Condominium or by independent contractors. The Residential Board will employ a resident superintendent, whose estimated wages are included in the Residential Budget. The Office Board will employ a separate engineer whose wages are included in the Office Budget.

When, in the judgment of the Master Board, the General Common Elements shall require additions, alterations, or improvements costing more than One Hundred Thousand ($100,000) Dollars in the aggregate, in any calendar year, such additions, alterations, or improvements shall not be made unless the same have been approved by the Unit Owners (including Sponsor or its designee, if it then owns any Unit) owning a majority of the Common Interest at a duly constituted Unit Owner's meeting and by the representatives of institutional mortgagees of Units (the "Mortgage Representatives"), if any, appointed pursuant to the Master By-Laws. If approved, the Master Board may, in its discretion, assess each Unit Owner his pro-rata share of the cost of such additions, alterations, or improvements, according to his Common Interest, as part of the Master Common Charges. Any additions, alterations, or improvements which cost One Hundred Thousand ($100,000) Dollars or less, in the aggregate, in any calendar year, may be made by the Master Board without the approval of the Unit Owners or the Mortgage Representatives, if any, and the cost thereof shall constitute a General Common Expense. Notwithstanding the foregoing, no additions, alterations, or improvements shall be made to the Common Elements or Limited Common Elements, regardless of the cost thereof, without the prior written consent of Sponsor or its designee or both during the Control Period, unless same is required by law or is necessary for the health or safety (but not the general comfort or welfare) of the residents of the Building. However, nothing contained in the preceding sentence shall restrict the right and obligation of the Master Board to maintain and repair the Common Elements and Limited Common

Elements.

When, in the judgment of the Residential Board, Office Board or Retail Board, Common Elements or Limited Common Elements relating specifically to the Residential, Office or Retail Sections, respectively, shall require additions, alterations, or improvements costing more than One Hundred Thousand ($100,000) Dollars in the aggregate, in any calendar year, such additions, alterations, or improvements shall not be made unless the same have been approved by the Residential, Office or Retail Unit Owners respectively (including Sponsor or its designee, if it then owns any Unit) owning a majority of the Common Interest attributable to the Residential, Office or Retail Units respectively, at a duly constituted Unit Owner's meeting and by the representatives of institutional mortgagees of said Units (the "Mortgage Representatives"), if any, appointed pursuant to the applicable By-Laws. If approved, the appropriate Section Board may, in its discretion, assess each Unit Owner in its Section its pro-rata share of the cost of such additions, alterations, or improvements, according to the Unit's Common Interest, as part of that Section's Common Charges. Any additions, alterations, or improvements which cost One Hundred Thousand ($100,000) Dollars or less, in the aggregate, in any calendar year, may be made by the appropriate Section Board without the approval of the Section's Unit Owners or the Mortgage Representatives, if any, and the cost thereof shall constitute a Residential Common Expense, Office Common Expense or Retail Common Expense, as applicable, for the appropriate Section. Notwithstanding the foregoing, no additions, alterations, or improvements shall be made to any Residential, Office or Retail Common Elements or Residential Limited Common Elements, regardless of the cost thereof, without the prior written consent of Sponsor or its designee or both during the Control Period, unless same is required by law or is necessary for the health or safety (but not the general comfort or welfare) of the residents of the Building. However, nothing contained in the preceding sentence shall restrict the right and obligation of the Section Boards to maintain and repair the Common Elements and Limited Common Elements in their respective Sections.

8. **Repair or Restoration After Fire or Other Casualty**

Except as set forth in the next paragraph, in the event that the Building or any part thereof is damaged or destroyed by fire or other casualty, the Master Board (or, in the event such casualty only affects a specific Section of the Building, then the appropriate Section Board) (or in the event such casualty only affects the Parking Unit, then the Parking Unit) will arrange for the prompt repair and restoration thereof (including any damaged Units, but excluding appliances, fixtures, furniture, furnishings, or other personal property not constituting a part of such Unit). If the insurance proceeds are insufficient to cover the cost of repairs or restoration, the Condominium may assess all Unit Owners (or a Section Board may assess a specific Section of Unit Owners, if the casualty only affects a specific Section of the Building) (or the Parking Unit may be assessed if the casualty only affects the Parking Unit) for such deficit as a Common Expense. Any surplus insurance proceeds shall be paid to all Unit Owners, or a specific Section of Units, if applicable, subject to the Insurance Trustee provisions of this Plan) in proportion to their respective percentage of the Common Interest, except that no payment shall be made to a Unit Owner until there has first

been paid, out of his share of such funds such amounts as may be necessary to reduce unpaid liens on his Unit (other than mortgages that are Permitted Mortgages) in the order of priority of such liens.

If seventy-five (75%) percent or more of the Building is destroyed or substantially damaged, and if seventy-five (75%) percent or more of all Unit Owners, both in number and in the percentage of the Common Interest, do not promptly resolve to proceed with the repair or restoration thereof, the Building will not be repaired and shall be subject to an action for partition instituted by any Unit Owner or lienor, in which case the net proceeds of the resulting sale, together with the net proceeds of insurance policies, shall be divided among all Unit Owners in proportion to their respective Common Interest, provided, however, that no payment shall be made to a Unit Owner until there has first been paid, out of his share of such funds, such amounts as may be necessary to discharge all unpaid liens on his Unit (other than Permitted Mortgages) in the order of the priority of such liens. If Sponsor or its designee is then a Unit Owner, it will have the right to vote at any meeting of Unit Owners called for the purpose of determining whether or not to proceed with the restoration or repair of the Building.

9. **Insurance**

The Master Board shall maintain fire insurance policies, insuring the Building and all service machinery contained therein (but not including appliances or any furniture, furnishings, or other personal property supplied or installed by the Unit Owners or tenants of the Unit) and covering the interests of the Condominium, the Boards, all of the Unit Owners and the Permitted Mortgagees, as their respective interests may appear, in an amount equal to at least the full replacement value of the Building (exclusive of excavation and foundations), without deduction for depreciation. Each of such policies shall contain a New York Standard Mortgagee clause in favor of each Permitted Mortgagee, which shall provide that the loss proceeds, if any, thereunder shall be payable to such Permitted Mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Boards and the Insurance Trustee as set forth below. The cost of all such insurance shall be paid by the Master Board and the Section Boards and shall be borne by the Unit Owners as part of the Common Charges as further described in Schedule B.

The proceeds of all such policies of physical damage insurance shall be payable to the Master Board, in the event of a loss amounting to $500,000 or less, and to the Insurance Trustee (as such term is defined below), if the loss shall amount to more than $500,000. Such proceeds shall be applied for the purpose of repairing, restoring, or rebuilding the Building, unless otherwise determined by Unit Owners. In no event shall such proceeds be paid to the holder of any mortgage placed by a Unit Owner on his Unit unless, in accordance with the provisions the Master By-Laws, there shall be a determination not to rebuild the Building. The Insurance Trustee shall be a bank or trust company, having an office in the City and State of New York, designated by the Master Board in accordance with the Master By-Laws.

All policies of physical damage insurance shall contain waivers of subrogation and

of any defense based on co-insurance or on invalidity arising from any acts of the insured and of pro-rata reduction of liability, and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days written notice to all of the insureds, including Permitted Mortgagees. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all permitted mortgagees ten (10) days prior to the expiration of the then current policies, and each Unit Owner shall receive a certificate of such insurance.

The Master Board, and if applicable, Section Boards shall also maintain, to the extent obtainable (a) fidelity insurance covering all officers and employees of the Condominium and of the Managing Agent (if any) who handle Condominium funds; (b) public liability insurance as to personal injury and property damage in such limits and amounts as the Boards may, from time to time, determine covering each member of the Boards, the Managing Agent or manager (if any) and each of the Unit Owners; (c) rent loss insurance in such limits and amounts as the Boards may, from time to time, determine; (d) workmen's compensation and New York State disability benefits insurance; (e) boiler insurance; (f) elevator liability and collision insurance; and (g) such other insurance as the Boards may, from time to time, determine. Such public liability insurance will also cover cross-liability claims of one insurer against another.

However, such insurance will not cover the individual liability of a Unit Owner arising from any occurrence within his own Unit. In addition, members of the Boards and officers of the Condominium of the Boards shall have no liability to the Unit Owners for errors of judgment, negligence, or otherwise, except that each member or officer (as the case may be) shall be liable for his own bad faith or willful misconduct. Prospective members and officers are advised to consult with their own attorneys about the risk of personal liability in their capacity as a board member or officer.

Any insurance maintained by the Condominium may provide for such deductible amounts as the Boards may determine. The cost of all such insurance shall be paid by the Boards and shall be borne by all Unit Owners as part of the Common Charges.

Unit Owners shall not be prohibited from carrying other insurance for their own benefit, provided that such policies contain waivers of subrogation and provided, further, that the liability of the carriers issuing insurance procured by the Boards shall not be affected or diminished by reason of any Unit Owner's other insurance. A Unit Owner should consider maintaining, at his own expense: (a) separate insurance on the contents (i.e., furniture and other personal property and belongings) in his Unit, in such amount as will be adequate to insure against loss by reason of fire or other casualty, and (b) liability insurance against claims for personal injury or property damage resulting from occurrences in his Unit or its appurtenant Limited Common Elements, if any.

10. **Liability of the Boards and the Residential Unit Owners**

The members of the Boards and the officers of the Boards will have no liability to Unit Owners because of errors of judgment, negligence, or otherwise, except that individual members and officers will be liable for their own bad faith or willful misconduct. The Boards may contract or effect other transactions with any member thereof, any member of the Boards, with any Unit Owner, with Sponsor, or with any affiliate of any of them at competitive rates without incurring any liability for self-dealing.

Every contract made by the Boards, the Parking Unit, any officer of the Condominium, or any superintendent or Managing Agent of the Building shall state (if obtainable) that (a) (if the contract affects the Common Elements and Limited Common Elements) it is made only as agent for all Unit Owners or a specific Section of Unit Owners or the Parking Unit, as applicable, (b) the members of the Boards or such officer, superintendent, Parking Unit Owner or Managing Agent shall have no personal liability for such contract (except in their capacities as Unit Owners), and (c) the liability of any Unit Owner with respect to such contract shall be limited to: (i) the 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, and (ii) such Unit Owner's interest in his Unit and its appurtenant Common Interest, unless otherwise provided by law.

All Unit Owners shall severally indemnify each member of a Board, against any liability or claim, contractual or otherwise, except those arising out of the bad faith or willful misconduct of such member or that are contrary to law or the terms of the Declaration or any of the By-Laws. However, the liability of any Unit Owner on account of such indemnification will 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 in the Unit Owner's respective Section.

11. **Reports to Unit Owners**

An annual report of the income and expenses of the Condominium, certified by an independent certified public accountant, shall be submitted by the applicable Board to all Unit Owners within four (4) months after the end of each fiscal year of the Condominium. The records and books of account of the Condominium will be available for inspection by any Unit Owner during reasonable business hours.

12. **Amendments to the Condominium Documents**

Generally, subject to certain exceptions, and provided that any required consent of the Mortgage Representatives is obtained, if required, any provision of the Declaration, the Master By-Laws, or the Master Rules and Regulations may be amended, modified, added to, or deleted by the affirmative vote of two thirds (2/3) of all Unit Owners, both in number and in percentage of the Common Interest. Notwithstanding the foregoing, for so long as Sponsor or its designee is the owner of one or more Units, the Declaration, the Master By-Laws and the Master Rules and

Regulations may not be amended or modified so as to adversely affect Sponsor or its designee without the prior written consent of Sponsor or said designee.

In addition, subject to certain exceptions, and provided that any required consent of the Mortgage Representatives is obtained, if required, any provision of the Declaration, the Residential By-Laws may be amended, modified, added to, or deleted by the affirmative vote of two thirds (2/3) of all Residential Unit Owners, both in number and in percentage of the Common Interest. Notwithstanding the foregoing, for so long as Sponsor or its designee is the owner of one or more Units, the Declaration, the Residential By-Laws and the Residential Rules and Regulations may not be amended or modified so as to adversely affect Sponsor or such designee without the prior written consent of Sponsor or said designee.

Moreover, subject to certain exceptions, and provided that any required consent of the Mortgage Representatives is obtained, if required, any provision of the Declaration, the Office By-Laws, may be amended, modified, added to, or deleted by the affirmative vote of two thirds (2/3) of all Office Unit Owners, both in number and in percentage of the Common Interest. Notwithstanding the foregoing, for so long as Sponsor or its designee is the owner of one or more Units, the Declaration, the Office By-Laws and the Office Rules and Regulations may not be amended or modified so as to adversely affect Sponsor or such designee without the prior written consent of Sponsor or said designee.

13. Termination of the Condominium

The Condominium shall continue (unless terminated by casualty, loss, condemnation, or eminent domain as provided in the Master By-Laws) until such time as the Property shall be withdrawn from the provisions of the Condominium Act as a result of the vote to do so of at least eighty (80%) percent of all Unit Owners, both in number and in percentage of the Common Interest. In addition, the written consent of the Mortgage Representatives, if any, shall be required before such vote is effective. Sponsor will not vote the aggregate Common Interest appurtenant to Unsold Units for such withdrawal unless at least eighty (80%) percent of all other Unit Owners, both in number and in Common Interest, elect to withdraw, at which time Sponsor may choose to vote its Common Interest either in favor of, or against, withdrawal from condominium ownership, as it sees fit. In the event of withdrawal, the Property shall be subject to an action for partition by any Unit Owner or any lienor as if owned in common, in which event the net proceeds of the sale resulting therefrom shall be divided among all Unit Owners in proportion to their respective Common Interest after first applying the share of the net proceeds of such sale otherwise payable to any Unit Owner to the payment of any liens on his Unit, in the order of priority of such liens.

14. Right of First Refusal

The Residential Units and Office Units shall be subject to a right of first refusal as hereinafter described. Any Residential or Office Unit Owner (other than Sponsor and its

designee) who receives a bona fide offer to (a) purchase his/her Unit together with its Appurtenant Interests in the Common Elements or (b) lease his/her Unit (such offer to purchase or lease a Unit, as the case may be, is called an "Outside Offer," the party making any such Outside Offer is called "Outside Offeror" and the Unit Owner to whom the Outside Offer is made is called an "Offeree Unit Owner"), which (s)he intends to accept, shall give notice, together with a copy of a signed agreement between the Outside Offeror and the Offeree Unit Owner, by certified or registered mail to the Sponsor and the Residential or Office Board, as applicable, of the receipt of such Outside Offer. Said notice shall also state the name and address of the Outside Offeror, the terms of the proposed transaction and such other information as the Sponsor or the Residential or Office Board, as applicable, may reasonably require. The giving of such notice to the Sponsor and the appropriate Board shall constitute an offer by such Unit Owner to sell his Unit together with its Appurtenant Interest in the Common Elements or to lease his Unit, or its designee, corporate or otherwise, on behalf of all other Residential or Office Unit Owners, as applicable, upon the same terms and conditions as contained in such Outside Offer and shall also constitute a representation and warranty by the Unit Owner who has received such Outside Offer, to the Sponsor or to the appropriate Board on behalf of all Residential or Office Unit Owners, as applicable, that such Unit Owner believes the Outside Offer to be bona fide in all respects. The Offeree Unit Owner shall submit in writing such further information with respect thereto as the Sponsor or appropriate Board may reasonably request. Not later than sixty (60) days after receipt of such notice together with such further information or documents as may have been requested (including, but not limited to occupancy agreements, guarantees or security agreements), the Sponsor or applicable Board may elect, by sending written notice to such Offeree Unit Owner before the expiration of said sixty-day period, by certified or registered mail, to purchase such Unit together with its Appurtenant Interest in the Common Elements or to lease such Unit, as the 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 Residential or Office Unit Owners, as applicable, upon the same terms and conditions as contained in the Outside Offer and as stated in the notice from the Offeree Unit Owner. Sponsor or its designee, so long as Sponsor or its designee shall own a Unit in the applicable Section of the Building, shall have priority over the Section Boards in its right to purchase a Unit pursuant to this section of the Plan. Therefore, in the event that both Sponsor and a Section Board send notice of intent to purchase the respective Unit in accordance with the By-laws, Sponsor, so long as Sponsor owns a Unit in said Section of the Building, shall have the right to purchase the respective Unit from the Offeree Unit Owner in accordance with the applicable By-Laws.

In the event the Residential Board or Office Board becomes the owner of a Unit, same will be owned by said Section Board, on behalf of all Residential or Office Unit Owners, as applicable, as tenants-in-common. Such Unit will be deemed and thereafter treated in the same way as a Residential Common Element or Office Common Element, as applicable. Such Unit may be sold or leased by the Residential Board or Office Board, as applicable. In the event the Condominium or its designee becomes the lessee of a Unit, any lease thereof must comply with the requirements of the By-Laws, except the consent of the Landlord shall not be required to enter into a sublease. Such Unit may be offered for sale by the appropriate Section Board by regular sale,

public auction or other commercially reasonable method.

All Units acquired or leased by the Master Board shall be held by the Master Board on behalf of all Unit Owners. Any rent, Purchase Price, Closing costs or Closing adjustments payable in connection with the acquisition or lease of such Units shall be assessed against all Unit Owners as a Common Expense. No Units held by the Condominium shall carry voting rights.

Notwithstanding the foregoing, all Units acquired or leased by the Residential Board shall be held by the Residential Board on behalf of all Residential Unit Owners. Any rent, Purchase Price, Closing costs or Closing adjustments payable in connection with the acquisition or lease of such Units shall be assessed against all Residential Unit Owners as a Residential Common Expense. The proceeds from the sale or lease of a Unit owned by the Residential Section may be used to reduce the Residential Common Charges payable by Residential Unit Owners, be applied to the Residential Working Capital fund or Residential Reserve Fund, or be divided among all Residential Unit Owners in proportion to their respective Common Interest, provided, however, that no payment shall be made to a Residential Unit Owner until there has first been paid out of such Residential Unit Owner's share of net proceeds all liens on the Residential Unit Owner's Unit, in the order of priority of such liens.

All Units acquired or leased by the Office Board shall be held by the Office Board on behalf of all Office Unit Owners. Any rent, Purchase Price, Closing costs or Closing adjustments payable in connection with the acquisition or lease of such Office Units shall be assessed against all Office Unit Owners as an Office Common Expense. The proceeds from the sale or lease of a Unit owned by the Office Section may be used to reduce the Office Common Charges payable by Office Unit Owners, be applied to the Office Working Capital fund or Office Reserve Fund, or be divided among all Office Unit Owners in proportion to their respective Common Interest, provided, however, that no payment shall be made to an Office Unit Owner until there has first been paid out of such Office Unit Owner's share of net proceeds all liens on the Office Unit Owner's Unit, in the order of priority of such liens.

15. Procedure to Review Real Estate Tax Assessments

In the event any Unit Owner seeks to have the Assessed Valuation of his Unit reduced by bringing a certiorari proceeding, the Master Board, if necessary for such proceeding, will execute any documents or other papers required for, and otherwise cooperate with such Unit Owner in pursuing such reduction, provided that such Unit Owner indemnifies the Master Board from all claims, costs and expenses (including without limitation, reasonable attorney's fees, resulting from such proceedings). The Master Board shall have the right to institute such proceedings on behalf of all Unit Owners, who shall individually execute any documents required in connection therewith. A Section Board shall only have the right to bring a certiorari proceeding upon consent of the Master Board.

16. **Covenant Against Partition of Common Elements and Limited Common Elements**

The Condominium shall continue until terminated in accordance with the Master By-Laws and Declaration. In the event that withdrawal from the provisions of the Condominium Act is authorized as aforesaid, but only in such event, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of the sale shall be divided among all Unit Owners in proportion to their respective Common Interest, provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of such Unit Owner's share of such net proceeds all liens on the Unit Owner's Unit, in the order of priority of such liens.

Copies of the Declaration and By-Laws are set forth in Part II of the Plan as Exhibits F and G, respectively.

17. **Reservation of Easements**

Each Unit shall have an easement, in common with all other Units, for the use of the General Common Elements (except for Limited Common Elements).

Each Residential Unit Owner whose Residential Unit has one or more appurtenant Residential Limited Common Elements shall have an exclusive easement for the use and enjoyment thereof. The Residential Units having the exclusive use of the Limited Common Elements are indicated on Exhibit B to the Declaration.

Sponsor shall have, and the Units and Common Elements shall be subject to, an easement to use the Common Elements of the Property other than those portions which comprise Limited Common Elements, for any lawful purposes including, but not limited to, the purposes of (a) installing, utilizing, operating, maintaining, repairing, altering, rebuilding, restoring and replacing vents, plumbing lines, chases and equipment on the roofs and facade of the Building (to be located generally on roofs, exterior facades and other Common Elements including stairs and elevator bulkhead, except that to the extent same are located on any exterior façade, the same shall not materially block any window to any Unit) and elsewhere on the Common Elements and Facilities relating thereto; (b) accessing and using the Storage Bins, or any Common Elements to which Sponsor has retained rights and (c) repairing the façade or other exterior portion of the Building. The aforementioned easements may be used by Sponsor for its own account or the account of any designee, assignee, tenant, licensee or other transferee of Sponsor or any purpose permitted by Law, and shall remain in effect after the Control Period and after the Sponsor no longer owns any Units in the Building in perpetuity.

Sponsor and its designees, without the consent of any Board, Unit Owner or any holder of a mortgage encumbering a Unit and their respective affiliates, successors, assigns, invitees, licensees, contractors, employees and tenants, shall have an easement in, on, over and

across all areas of the Property (including, without limitation, each Unit, General Common Elements, Office Common Elements, Residential Common Elements, Residential Limited Common Elements, Retail Common Elements), for (i) the use of, obtaining access to, inspection, maintenance and performance of alterations, replacements and repairs to and installation, replacement and maintenance of Facilities, equipment and personal property in, Units owned by such Sponsor or such Unit Owner, as the case may be, (ii) in the case of Sponsor and its designees, and their respective affiliates, successors, assigns, invitees, licensees, contractors, employees and tenants, construction of or improvement to the Building or any part thereof and completing the improvements to the Building as described in the Plan and fulfilling the obligations of the Sponsor under the Plan and any other lawful purpose as reasonably required for the maintenance and for improvements of its Units); provided (x) Sponsor, such Unit Owner or their respective designees, as the case may be, repairs any resulting physical damage to the Unit or Common Elements, as the case may be, and restores the damaged portion to substantially the physical condition it was in prior to such entry and (y) Sponsor, such Unit Owner or their respective designees, as the case may be, provides reasonable prior notice to the Owner of the Unit to which access is required (or the Master Board in the case of any portion of General Common Elements). In the exercise of the foregoing easement, Sponsor and its designees, (without the consent of any Board) may make temporary penetrations in a Unit or the Common Elements to obtain such access and for the other purposes described above, subject to the foregoing provisos as set forth above.

Sponsor and its designees shall have an easement, without the necessity of obtaining the consent of any Board, any Unit Owner or any holder of a mortgage encumbering a Unit, over the Property, including each Unit and the Common Elements (including, without limitation, the stairways, walkways, elevators, vestibules and other public spaces within the Property) (i) for access to, and to install, erect, construct, operate, use, maintain, repair and replace roof antennas, telecommunications and other communications equipment on a roof, in such locations as Sponsor shall determine from time to time but excluding on a Terrace (other than any Terrace which is a Limited Common Element appurtenant to any of its Unsold Units), (ii) to run wiring, cables, lines, conduits and equipment through any vertical chases (including, without limitation, elevator shafts and stairwells), horizontal chases and other chases in the Building for purposes of connection to Building roof antennas, telecommunications and other communications equipment and (iii) to collect any and all income derived from the such antennas, telecommunications and other communications equipment (such easement and all appurtenant rights as described above, collectively, the "Sponsor's Communications Rights"). Sponsor shall have the right to grant to any party (whether or not a Unit Owner) the Sponsor's Communications Rights, whether on an exclusive or non-exclusive basis, as Sponsor may elect and such grantee(s) (and their successors and assigns) may, in turn, assign their Sponsor's Communications Rights on an exclusive or non-exclusive basis, as they may determine. Subject to and without limiting any of Sponsor's Communications Rights as provided above, if any Board receives any offer or solicitation of any type whatsoever from any entity interested in, or that would otherwise entail the use of communications rights, Building roof antennas, telecommunications or other communications equipment at the Property, said Board shall notify

Sponsor, and Sponsor shall have the right for forty-five (45) days following notice from the Board, to notify the Board that it (i.e., the Sponsor or its designee) intends to enter into an agreement with the offeror. The Sponsor or its designee, shall thereafter have a period of one hundred twenty (120) days to consummate such agreement, failing which the Board may consummate an agreement with the offeror.

The Common Elements shall be subject to non-exclusive easements in favor of such communications firm(s) selected by Sponsor and its designees as may be necessary to provide such telecommunications services and satellite dish services and similar communication services as may be described in such written agreements as may be entered into by Sponsor or its designee, for the installation, maintenance, repair, replacement and removal of a satellite dish and antennas and any and all similar or dissimilar telecommunication and/or other communications equipment and facilities including, without limitation, cables, wires, conduits, horizontal and vertical risers, shafts, terminals, multiplexes and other equipment and apparatus. In addition, such telecommunications firms shall have an easement for access to each Unit for the maintenance, repair and replacement of any of the foregoing equipment, if situated within such Unit.

Sponsor and its designees (or both) and their respective successors and assigns, agents, servants, contractors and employees shall have an easement over, and shall have the right of access to, the exterior walls and if necessary or desirable, access to the roofs of the Building and to other portions of the Building, whether interior or exterior, as may be necessary or desirable for the installation, maintenance, replacement or repair of signs whether related to or unrelated to any business operating within the Building or the sale or rental of any Unit or any portion thereof, or for any other lawful purpose, as Sponsor or its designee deem appropriate. Sponsor and its designee shall not be obligated to pay any fee to the Condominium, nor shall the Condominium be entitled to receive any proceeds from the use of the walls or the roof relating to placing signs on the Building. No exterior signs installed by the Sponsor (including, without limitation, any plaque imbedded in any exterior wall) shall be removed or altered at any time without the express written consent of the Sponsor. The right to install any such signage shall include the right to install, in or upon the walls of the Building such equipment, hooks, supports, materials or, scaffolds as may be necessary to affix the signs to the exterior of the Building.

If a Non-Residential Unit is owned by the Sponsor or its designee, no Board approval of signage and/or awnings shall be required. The Sponsor shall have an easement to install any signs that the Sponsor deems appropriate whether or not such signs are related to the use of said Non-Residential Unit, provided only that any such signs comply with all governmental rules and regulations relating to any such sign installation. Furthermore, if Sponsor or its designee shall lease such a Unit, Sponsor or its designee shall have the right to extend such easement to its commercial tenant so long as such tenant shall install its signage only within a specifically designated area of the Building, as determined solely by Sponsor.

If an Office Unit Owner is not the Sponsor or its designee, the Office Unit Owner must obtain Office Board approval of any signage and such signage must be placed within an area as determined by the Office Board. Notwithstanding the foregoing, an Office Unit Owner is entitled, without consent, to list its name in the designated Office directory located in first floor Office lobby.

If a Retail Unit is not owned by Sponsor or its designee, the Unit Owner of said Retail Unit shall obtain Retail Board or Master Board approval of signage and/or awnings within an area designated by the Retail Board or Master Board, which approval shall not be unreasonably withheld. A Retail Unit owner may install signage within its storefront, provided that such signage complies with all applicable municipal codes and/or regulations.

Each Board and each Unit Owner shall grant a right of access to Sponsor, its designees, contractors, subcontractors, agents and employees, over, as applicable, (i) the Common Elements and each Unit for the purpose of completing construction of the Building and fulfilling Sponsor's obligations as set forth herein, and (ii) Common Elements, even after Sponsor owns no Unsold Units, in order to show such Common Elements (except Limited Common Elements appurtenant to Units owned by Unit Owners other than Sponsor) in connection with showcasing the Building to third parties, provided that access thereto is exercised in such a manner as would not unreasonably interfere with the use of the Units and Common Elements.

The Residential Board, Office Board and Retail Board (hereinafter "Section Boards," each a "Section Board," as such term is further defined in the Declaration) as well as the Master Board shall have the right of access and egress to any Unit for the purposes of obtaining access and repairing, maintaining, inspecting or improving any Common Elements or Limited Common Elements of the specific Section Board's Section, located therein or for the purpose of making inspections of the Unit or any such Common Elements located in the Unit or to repair any other portion of the Building or any other Unit for which access to the Unit or its Limited Common Elements would be necessary or desirable and/or the reading of utility meters. To the extent that a Board has any obligation to make repairs and improvements in and to any of the Units or the Common Elements located therein, the failure of a Unit Owner to permit access to the Unit, after a Board's prior reasonable request for access, shall release the Board from any obligation it may have had, if any, to make any such repairs or improvements.

Notwithstanding anything to the contrary, Sponsor, its designees, invitees, licensees, contractors, employees, agents and tenants shall have an easement in, over, under, through and upon the Common Elements to use the same, without being subject to any fee or charge, for all purposes and activities in connection with the sale or renting of Unsold Units. In addition, Sponsor shall have the right to use one or more portions of the Common Elements, as designated by Sponsor, in its sole discretion, for sales, rental, or display purposes, which right shall include, without limitation, the right to place "for sale," "for rent" and other signs and promotional materials of such size and content as Sponsor shall determine, in, on, about and

adjacent to the Building (including on the exterior walls thereof) and the Property.

In addition, each Board (in connection with its Section) and the Sponsor and its designee (or both) shall have an easement to install pipes, conduits, wires, ducts and other facilities along the walls and above the ceilings of any of the Units.

Each Unit Owner shall have an easement in common with the other Unit Owners for the use, maintenance, repair and replacement of all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units or elsewhere in the Property and serving his or her Unit. Each Unit shall be subject to an easement in favor of the other Unit Owners for the use, maintenance, repair and replacement of all pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit.

Sponsor shall have an easement, to construct, maintain, repair, install or replace ventilation flues or other mechanical equipment, running up the side of the Building or running within the Building, or to be placed on the roofs of the Building, at any time after the recording of the Declaration, in accordance with Law.

Sponsor shall have an easement to use the sidewalks and Public Plaza surrounding portions of the Building for purposes permitted by Law.

If any portion of the Common Elements presently encroaches upon any Unit or if any Unit presently encroaches upon any other Unit or upon any portion of the Common Elements or, if as a result of the manner in which the Building was constructed or as a result of settling or shifting of or as a result of the repair, restoration, and/or alteration of the Building, the Common Elements or a Unit owned by Sponsor or its designees, such encroachment shall occur, then Sponsor shall have, and the Units and Common Elements shall be subject to, an easement for the encroachment and for the maintenance of the same, so long as the Building stands. If the Building or any Unit therein or any Common Element shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings and then rebuilt, then in such event, encroachments of parts of the Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements due to such rebuilding shall be permitted and valid easements for such encroachments and the maintenance thereof shall exist so long as the Building shall stand.

Each Unit shall be subject to easements in favor of any utility company for construction, use, maintenance, repair and replacement of all utility lines, wires, terminal boxes, mains, pipes, cables, conduits, and other equipment and facilities in, under, over and across the Land and Building.

Each Unit Owner shall have, in the case of fire or other emergency, an easement for the use, for egress purposes only, of all egress stairs and through such portions of any Unit

and Limited Common Elements as may be required for egress.

Each Unit and the Common Elements shall have an easement of support, subjacency and necessity and shall be subject to such easement in favor of all the Units and the Common Elements.

The Boards and each of the Unit Owners using any of the easements or exercising any of the rights of ingress, egress or other rights granted to them by any other Unit Owners, or Sponsor shall indemnify and hold harmless the granting Unit Owner and Sponsor and its designees from and against all claims, liabilities, costs and expenses (including, without limitation, liability for reasonable attorneys' fees and disbursements) arising out of, or relating to, their respective use of such easement(s) or exercise of such rights.

The Condominium contains one (1) Retail Unit, portions of which shall be located on the first and second floors of the Base. The Retail Unit includes the loading dock (the "Loading Dock") located on the first floor of the Base, as shown on the Floor Plans attached in Part II of this Plan. Sponsor, Sponsor's designee, the Unit Owners, each Board and the Managing Agent will all have an easement to use said loading dock until such time as Phase II is completed, and another loading dock is created as part of Phase II. Once a second loading dock is available, Sponsor (and/or its designee) shall have the right, in its sole discretion, to either retain, modify or terminate the easement. If Sponsor or its designee elect to terminate the easement, then, upon termination, the existing loading dock will be used solely by the Retail Unit.

As described in the POA Declaration, none of the Condominium Boards in Phase I (nor any Phase II Board or owner) shall, without the prior written consent of the POA, grant any easements or similar encumbrances with respect to their respective portions of the Property that are likely to interfere materially with (i) the beneficial use and enjoyment of the Open Space or (ii) the exercise of any rights or performance of any duties by the POA under this Declaration.

18. **Advertisements and Resale**

Pursuant to the obligation set forth in the Purchase Agreement that survives closing, prior to the closing of title to a Residential Unit and before the earlier of twelve (12) months after the First Residential Unit Closing, or seventy-five (75%) percent of the Residential Units in the Building have closed, Residential Purchasers shall not list their Unit(s) for resale or rental with any broker or advertise or otherwise offer, promote, or publicize the availability of the Residential Unit(s) for sale or lease, without Sponsor's and the Residential Board's prior written consent. This provision shall survive closing and shall apply to Residential Unit Owners who occupy their Units as well as investors.

In addition, Residential Purchasers are not permitted to resell their Residential Unit(s) without the prior written consent of Sponsor, which consent shall not be unreasonably withheld, until the earlier of twelve (12) months after the First Residential Unit Closing or seventy-

five (75%) percent of the Residential Units in the Building have closed. Notwithstanding the foregoing, upon acceptable written evidence, Sponsor shall not withhold its consent to the resale of a Residential Unit in the event of undue hardship due to the death of a Purchaser or a Purchaser's immediate family member, the involuntary loss of a Purchaser's employment, the need to relocate outside New York City, or the bankruptcy or insolvency of a Purchaser.

In the event Sponsor grants a Unit Owner consent for the resale of a Unit within the first twelve (12) months after the First Residential Unit Closing or prior to the closing of 75% of the Residential Units in the Building, said Unit Owner shall, in connection with such resale, pay to Sponsor a waiver fee in the amount of 5% of the Sales Price of the resold Unit.

Similarly, prior to the closing of title to an Office Unit and before the earlier of twelve (12) months after the First Office Unit Closing, or seventy-five (75%) percent of the Office Units in the Building have closed, Office Purchasers shall not list their Office Unit(s) for resale or rental with any broker or advertise or otherwise offer, promote, or publicize the availability of the Office Unit(s) for sale or lease, without Sponsor's and the Office Board's prior written consent. This provision shall survive Closing and shall apply to Office Unit Owners who occupy their Units as well as investors.

In addition, Office Purchasers are not permitted to resell their Office Unit(s) without the prior written consent of Sponsor, which consent shall not be unreasonably withheld, until the earlier of twelve (12) months after the first closing of an Office Unit or seventy-five (75%) percent of the Office Units in the Building have closed. See section entitled "Rights and Obligations of the Sponsor."

In the event Sponsor grants an Office Unit Owner consent for the resale of a Unit within the first twelve (12) months after the First Office Unit Closing or prior to the closing of 75% of the Office Units in the Building, said Unit Owner shall, in connection with such resale, pay to Sponsor a fee in the amount of 5% of the Sales Price of the resold Unit.

REAL ESTATE TAXES

After the Units are separately assessed, each Unit will be taxed as a separate tax lot for real estate tax purposes by the City of New York. Residential Units will be subject to a Class II rate and the Non-Residential Units will be subject to a Class IV Rates. After the Units are separately assessed, a Unit Owner will not be responsible for unpaid taxes on other Units, nor will his or her Unit be subjected to any lien arising from the non-payment of taxes on other Units.

1. Taxes Without Benefit of Section 421-a

The value of the Property for real estate tax purposes is determined annually by the Property Division of the Department of Finance of the City of New York. Each year the Property Division fixes the "actual" assessment of a property based upon its market value. Under Article 18 of the Real Property Tax Law, changes in a property's actual assessed value from one year to another, attributable to changes in its market value, other than those due to new construction or alteration, are phased in over five (5) years in equal annual increments or decrements of twenty (20%) percent per year, resulting in a "transitional" assessment for the property which is also determined each year. For any given year, taxes are based on the lower of the "actual" or "transitional" assessed value. However, increases in assessed value due to new construction, as is the case here, are not phased in, so the "transitional" assessed value and the "actual" assessed value of the Property may be the same.

Schedule A allocates the projected real estate taxes payable by Unit Owners according to each Unit's proportionate interest in the Common Elements. However, it is possible that the tax assessor of the City of New York may allocate assessments on a basis that differs from the allocation of proportionate interest in the Common Elements.

The estimated taxes discussed below are based upon estimates made by Marcus & Pollack, LLP. Ganfer & Shore, LLP, Attorneys for Sponsor, have read and reviewed the Opinion. Ganfer & Shore, LLP are not taxation experts, have not independently verified the information in the Opinion and make no judgment as to its accuracy. However, based upon: (i) the Opinion being correct, (ii) any updated opinion of Marcus & Pollack, LLP regarding such tax issues being consistent with the Opinion, (iii) the assumption that the assessed valuation that will be applicable to the Residential Units in the first fiscal year after completion of construction (i.e., tax year 2018/19 covering the period from July 1, 2018 through June 30, 2019) will be $14,438,472 for the Residential Units and that the assessed valuation that will be applicable to the Non-Residential Units consisting of the Office Units, Retail Unit(s) and Parking Unit in the first fiscal year following completion of construction (i.e. 2018/19 covering the period from July 1, 2018 through June 30, 2019 will be $36,684,765 and (iv) the tax rates in effect for fiscal years 2017/18 and 2018/19 will be $12.855, per $100 of assessed valuation for the Residential Units, and will be $10.684, per $100 of assessed valuation for the Non-Residential Units, the projection of real estate taxes that will be payable by each of the Units during the first year of Condominium

Ownership (assuming initially that Section 421-a benefits are not granted to the Property and acknowledging that Non-Residential Units will not yet be eligible to receive ICAP partial abatement benefits) is based upon an estimate that the aggregate real estate taxes for the Units for such first year will be approximately $513,632 for the Residential Units and $2,069,196 for the Non-Residential Units.

Schedule A allocates the projected real estate taxes payable by Unit Owners according to each Unit's proportionate interest in the Common Elements. However, it is possible that the tax assessor of the City of New York may allocate assessments on a basis that differs from the allocation of proportionate interest in the Common Elements.

2. Taxes with Partial Exemption Under Section 421-a

Sponsor intends to apply for, and use best efforts to obtain a partial exemption from real estate taxes for the Residential Units pursuant to Section 421-a of the New York Real Property Tax Law. Assuming that the criteria set forth in Section 421-a and elsewhere for the receipt of these benefits (see below) are met, the Residential Units will be eligible for a partial real estate tax exemption during the construction of the Building and for a period of fifteen (15) years after completion of the construction period as defined by the 421-a statute. Starting in the twelfth year of the benefit period, the percentage of the total assessed value in excess of the Mini-tax Assessment of the Residential Units subject to exemption will decrease (and the amount of tax paid will therefore increase even if the tax rate were to remain the same) by twenty (20%) percent in years 12-15 of the benefit period until the Residential Units will be 100% taxable in the first tax year following completion of the fifteen (15) year benefit period.

For purposes of computing the amount of real estate taxes payable in a given fiscal year for a property receiving Section 421-a benefits, the starting point is the "Mini-tax Assessment," or the Property's assessed valuation in the tax year prior to the tax year during which commencement of construction occurred. Taxes are then computed as follows:

(i) during the first eleven (11) years of the 15-year benefit period following the 421-a construction period, the Mini-tax;

(ii) commencing in the twelfth year, the difference between the Mini-tax Assessment and the then current billable assessed valuation of the Residential Units is multiplied by the percentage of such difference in assessment that is not subject to exemption during the fiscal year in question (i.e., twenty (20%) percent in the twelfth year; forty (40%) in the thirteenth year; sixty (60%) in the fourteenth year; and eighty (80%) in the fifteenth year;

(iii) the amount of the Mini-tax Assessment is added to the result of the calculation in (ii) above; and

(iv) the then current Class 2 residential real estate tax rate is applied to the result of the calculation in (ii) above.

There will always be a minimum tax equal to the then current Class 2 residential tax rate times the Mini-tax Assessment, since the exemption is applicable only to the increase over the Mini-tax Assessment.

Assuming that Section 421-a benefits are granted to the Property, the real estate taxes payable by each Unit for the first year of Condominium operation will equal its allocable share of the Mini-tax Assessment times the then current Class 2 residential tax rate.

Projected real estate taxes for the Units during the first year of Condominium Ownership, assuming the Property receives Section 421-a benefits are based upon an estimate that aggregate real estate taxes for the Residential Units for such first year will be approximately $108,453. These estimates were in turn based upon (i) the assumption that the 2013/2014 fiscal tax year will be regarded as the tax year prior to commencement of construction. (see Exhibit J - Opinion Letter of Marcus & Pollack, LLP contained in Part II of this Plan), and (ii) the assumption that the tax rates in effect for the fiscal year beginning July 1, 2017 will be $12.855 per $100 of assessed valuation for the Residential Units, as projected in the Opinion. Once again, such projections have been reviewed by Ganfer & Shore, LLP, but not independently verified.

The foregoing estimates both with and without Section 421-a partial tax exemption benefits were based on existing tax rates, current City of New York assessing policies and the Sponsor's description of the Building to be constructed on the Property. However, no guaranty or warranty is given that the projected amounts, including assessed values and rates, will approximate the actual amounts, that the New York City Real Estate Tax Assessment Bureau will allocate the assessed value by a Unit's proportionate valuation in the first, un-amended Schedule A of this offering plan, or that the assumptions upon which the tax calculations were based will remain valid.

The Sponsor's ability to obtain Section 421-a benefits for the Property is contingent on its meeting certain criteria contained in the statute and in the Regulations of the New York City Department of Housing Preservation and Development ("HPD"). These include, among other things, the requirements that (i) the construction take place on land, which thirty-six (36) months prior to the commencement of construction was either "vacant, under-utilized or improved with a non-conforming use," (ii) the construction must have commenced prior to June 15, 2015, and (iii) the Units must be owned in condominium or cooperative form or be registered with the New York State Division of Housing and Community Renewal and be subject to rent stabilization throughout the 15 year benefit period. With respect to the Property, the Sponsor has represented that (i) the site was vacant for the thirty-six (36) months prior to the start of construction, (ii) the construction has been commenced and will be completed within the statutory time period, and (iii) upon completion of construction, the Building will be owned as a condominium.

The above requirements and the additional criteria imposed by Section 421-a that must be met in order for the Property to receive partial tax exemption benefits are more fully described in the Opinion, Sponsor's real estate consultant, which is contained as Exhibit J in Part II of the Plan. Based upon: (i) the Opinion being correct, (ii) the representations made to him by the Sponsor being correct, (iii) certain information independently verified by Marcus & Pollack, LLP being correct, it is assumed that all conditions of eligibility will be satisfied, that HPD will issue a Preliminary Certificate of Eligibility pursuant to the statute and regulations, and that the Department of Finance of the City of New York will grant an exemption from real property taxes for the Residential Units to the extent of one hundred (100%) percent of the assessed valuation, which exceeds the Mini-tax Assessment of $843,662.

In connection with sponsor's application for 421-a benefits, Prospective Purchasers are advised that (i) the Building is not located within the statute's geographic exclusion area, (ii) the Building service employees must be paid at a prevailing wage for the duration of the Building's tax exemption, (iii) it is Sponsor's intention that the Building shall be exempted from the statutory obligation to register Units as rent-stabilized by reason of its condominium status, (iv) if, prior to consummation of the Plan, Sponsor rents any Residential Unit (or portion thereof) to any person other than an interim lessee, Sponsor will be obligated to abandon the Plan in accordance with the Regulations of the NYS Department of Law and (v) Sponsor has fifteen (15) months from the date of issuance of a final certificate of eligibility from HPD to declare its Plan effective. Thereafter, Sponsor would be obligated to register Units in the Building as rent stabilized. Purchasers may obtain more information about the 421-a application process, tax benefits, and requirements associated therewith at http://www.nyc.gov/html/hpd/html/developers/421a.shtml.

Until Units are separately assessed, real estate taxes and thus the partial tax exemption will be allocated between Units based on their proportionate valuation in the first, un-amended Schedule A of this offering plan. However, once Units are separately assessed, there is no assurance that the New York City taxing authority will allocate taxes, and thus the tax exemption, between the Units in accordance with their proportionate valuation in the first, un-amended Schedule A of this offering plan.

After the recording of the Declaration and establishment of the Condominium, and for the term of the Section 421-a benefits, the Sponsor will make all documents related to the Section 421-a partial tax exemption available to the Board of Managers for inspection and copying. It will continue to file all applications and timely comply with all procedures required to properly process and maintain the tax benefits.

The New York City Department of Housing Preservation and Development ("HPD") routinely conducts audits under Section 421-a, the result of which can be either the reduction or revocation of benefits if proper documentation is not provided. The Sponsor represents that it will keep all records required by HPD and will make them available to HPD

whenever requested to do so.

Notwithstanding the foregoing, no guaranty or warranty is made as to when or whether the application for Section 421-a partial tax exemption benefits will, in fact, be submitted or approved, or as to the amount of any tax exemption benefits that may actually be received. In this regard, Purchasers should note that to the extent the receipt of the Section 421-a benefits depends upon the date on which the construction of the Building is completed, such receipt would be jeopardized if construction is delayed due to causes within or beyond the Sponsor's control.

If, for any reason (including, without limitation, Sponsor's failure to satisfy any of the criteria for obtaining Section 421-a benefits for the Property, regardless of whether within or beyond Sponsor's control), Sponsor's application to obtain Section 421-a partial tax exemption benefits for the Property is either not submitted or not approved, the Units will be subject to full taxation and will receive no benefits under Section 421-a. If such eventuality occurs, Purchasers under this Plan will have no right to rescind their Purchase Agreements, will continue to be obligated to pay their full purchase prices without any offset or credit and will have no claim against the Sponsor by reason of the same. Consequently, Schedule A to the Plan contains projections of monthly real estate taxes, total monthly carrying charges and annual amounts deductible for income tax purposes both assuming that Section 421-a benefits will be available to the Property and assuming that such benefits will not be available.

Marcus & Pollack, LLP has opined, but does not guaranty, that, predicated upon the assumptions and representations stated in its opinion letter and subject to the caveats and conditions described above and in such opinion letter, the Units will be entitled to receive the partial real estate tax exemption benefits available under the Section 421-a program. The Opinion is based solely on the facts and documents referred to therein. Both the Sponsor and Marcus & Pollack, LLP strongly advise each person who is contemplating the purchase of a Unit to consult with his or her own attorney, accountant, or other financial advisor as to all such matters (including the partial tax exemption benefits discussed above). Neither the Sponsor, the Selling Agent, nor Marcus & Pollack, LLP guaranty that such partial tax exemption benefits will be allowed to any Unit Owner or Owners. No warranties are made that the laws, the regulations or rulings issued thereunder, or any judicial interpretation thereof, upon which Marcus & Pollack, LLP has based its opinion letter, will not change. In no event will the Sponsor, the Selling Agent, Marcus & Pollack, LLP or any other person or firm connected with the offering be liable if it is determined that the Units do not qualify for tax exemption benefits under the Section 421-a program, or, if granted, if such benefits are later reduced or revoked.

3. Taxes for Non-Residential Units In First Year of Condominium

For the First Year of Condominium Operation, covering the period from January 1, 2017 through December 31, 2017, real estate taxes for the Non-Residential Units will be based upon the estimated assessments for the 2016/2017 and 2017/18 tax years. As the 2017/2018 tax

year will be the first assessment roll to reflect completion of construction of the Non-Residential Units and the first tax year in which ICAP Abatement will apply, the ICAP Abatement benefit will only affect the 7/1/2017-12/31/2017 portion of the First Year of Condominium Operation.

Total Taxes for Non-Residential Units Consisting of Office, Retail and Parking Units, for First Year of Condominium Operation inclusive of ICAP benefits for the 7/1/2017-12/31/2017 portion of the First Year of Condominium Operation will be as follows:

Office:	$72,502
Retail:	$26,402
Parking:	$120,090

The total estimated real estate taxes for the Non-Residential Units for the First Year of Condominium Operation, which will not include any ICAP abatement benefits, would be $2,069,196 broken down as follows:

Office:	$958,005
Retail:	$396,812
Parking:	$714,379

4. Allocation of Taxes

The property is presently classified as a Tax Class 2 property. The property's Retail, Parking and Office Units will be assessed in Tax Class 4 (commercial) upon completion, while the Residential Units will continue to be classified within Tax Class 2 (multi-family residential) upon condominium division.

It has been the practice of the New York City Real Property Assessment Department to increase the assessed valuation attributable to a parcel under construction during and after completion of the construction. However, since no set formula is used to determine the amount of increase, it is impossible to guaranty what the actual increase in the assessed valuation will be.

Schedule A allocates the projected real estate taxes payable by Unit Owners according to each Unit's Percentage of Interest in the Common Elements. However, it is possible that the tax assessor of the City of New York may allocate assessments on a basis that differs from the allocation of interests in the Common Elements. The projected real estate taxes payable by the Non-Residential Unit Owner is pursuant to the estimates made by Marcus & Pollack, Inc., which is contained as Exhibits "H" and "I" in Part II of the Plan. The tax assessor of the City of New York may allocate assessments on a basis that differs from those set forth by Marcus & Pollack, LLP.

The foregoing estimates were based on existing tax rates, current City of New

York assessing policies and the Sponsor's description of the Building to be constructed on the Property. However, no guaranty or warranty is given that the projected amounts, including assessed values and rates, will approximate the actual amounts, that the New York City Real Estate Tax Assessment Bureau will allocate the assessed value by a Percentage of Interest in the Common Elements, or that the assumptions upon which the tax calculations were based will remain valid.

Until Units are separately assessed, real estate taxes will be allocated between Units based on their Respective Percentages of Common Interest. However, once Units are separately assessed, there is no assurance that the New York City taxing authority will allocate taxes between the Units in accordance with their Percentages of Common Interest.

SPONSOR MAKES NO REPRESENTATION THAT THE ACTUAL ASSESSED VALUATION WILL NOT EXCEED THE PROJECTED ASSESSED VALUATION, OR THAT THE TAX RATE WILL NOT BE GREATER THAN THE PROJECTED RATE. NEITHER THE SPONSOR, COUNSEL TO THE SPONSOR, NOR ANY OTHER PERSON MAKES ANY WARRANTY OR REPRESENTATION AS TO THE AMOUNT, IF ANY, OF THE MINIMUM TAX THAT WILL BE ASSESSED AGAINST THE UNITS OR THE AMOUNT OF REAL ESTATE TAXES THAT WILL BE PAYABLE AT ANYTIME BY ANY UNIT OWNER.

Separate Assessment of Residential Units

It is intended that Units shall be separately assessed on their closing date for the then current tax year, but this may not have been done, depending on the closing date of the Unit. In the event that Units have not been separately assessed for real estate tax purposes prior to the First Residential Unit Closing, the Sponsor will collect from each Unit Owner, at the closing, an amount to be held in escrow in the name of the appropriate Board equal to the unpaid real estate taxes, which will be levied against the Property for the six (6) month period next following the tax period for which an adjustment is made at the closing. The Board shall pay the real estate taxes from this escrow account when they become due and payable, and Sponsor shall pay any amounts which may be due and owing with respect to the Unsold Units during the period of Sponsor's ownership. If there are funds remaining in the account after the Units are separately assessed, then the Board shall refund the excess amount to the Unit Owner entitled to any such refund. To the extent that the escrow funds are insufficient to cover the taxes or the Units are not separately assessed within six (6) months from the closing date, then each Unit Owner shall be obligated to contribute such owner's pro-rata share of any such taxes, according to each Unit's proportionate valuation in the first un-amended Schedule A of this Offering Plan.

To provide for the possibility that Units may still not be separately assessed for real estate tax purposes at the end of the six (6) month period hereinabove referred to, Purchasers shall be required, at Closing, to enter into an agreement with the Sponsor whereby they agree to deliver to the appropriate Board within ten (10) days after request therefore, a check payable to

the appropriate taxing authority in the amount necessary to cover the Purchaser's percentage of taxes due after the six (6) month period and prior to separate assessment. The Board's request shall contain a copy of the relevant tax bill and the calculation of the Purchaser's portion.

The review of real estate tax assessments will be the responsibility of the Boards.

INCOME TAXES - DEDUCTIONS FOR UNIT OWNERS AND TAX STATUS OF THE CONDOMINIUM

The following discussion of certain income tax consequences of the Ownership of Residential Units is based, in part, upon the income tax opinion of Miller & Miller LLP, special counsel to Sponsor. A copy of this opinion is set forth in the following section entitled "Opinion of Counsel."

GANFER & SHORE, LLP AND MILLER & MILLER LLP ARE COUNSEL TO SPONSOR AND NOT TO THE UNIT OWNERS. EACH PURCHASER SHOULD CONSULT WITH HIS OR HER OWN TAX COUNSEL AS TO THE TAX CONSEQUENCES OF OWNERSHIP OF A UNIT.

Each Unit Owner will own his Unit in fee simple and each Unit will be a separate tax lot for purposes of New York City real estate taxes and assessments. Because each Unit Owner will own his Unit in fee simple, the Unit Owner may, subject to certain restrictions, mortgage such Unit and thereby become individually liable for the payment of the principal and any finance charges or interest on such mortgage indebtedness (and not on mortgage indebtedness secured by other Units).

It is the opinion of Miller & Miller LLP that, under present law, Residential Unit Owners who are individuals who itemize their deductions will, in general, be entitled to a deduction for mortgage interest and real estate taxes for Federal, New York State and New York City income tax purposes in the taxable year in which the same are actually paid or accrued by such Unit Owners in accordance with their method of accounting. However, the deductibility may be subject to limitations described more specifically in the Opinion of Counsel set forth herein, including, but not limited to, factors such as the "alternative minimum tax" (as defined in the Internal Revenue Code) and whether the payment meets the requirements of "qualified residence interest" (as defined in the Internal Revenue Code).

Common Charges will be borne by the Unit Owners and assessed and collected by the Board of Managers of the Condominium. The following Opinion of Counsel notes that the Condominium will be an unincorporated association, and assumes that the Condominium will be treated as a corporation for income tax purposes. Accordingly, there may be income tax due for any net income (generally, the extent by which gross income exceeds available deductions). However, the Sponsor's Budget Expert has determined that the Condominium's budget is a "zero balance budget," and it is unlikely that there will be significant income tax due. (Accordingly, there is no separate line item for income tax in the budget and, if any were to be due, the Sponsor's budget expert has accounted for that in the "Contingencies" line of the budget, which amount is anticipated to be sufficient to include any incidental income tax that might be due.)

THE FOREGOING OPINION IS NOT A GUARANTY: IT IS BASED UPON EXISTING RULES OF LAW APPLIED TO THE FACTS REFERRED TO ABOVE. NO

ASSURANCE CAN BE GIVEN THAT THE TAX LAWS UPON WHICH COUNSEL BASES THIS OPINION WILL NOT CHANGE. IN NO EVENT WILL SPONSOR, SPONSOR'S DESIGNEE, SPONSOR'S ATTORNEYS, THE SELLING AGENT, THE MANAGING AGENT, OR ANY OTHER PERSON CONNECTED WITH THIS OFFERING BE LIABLE IF THE UNIT OWNERS, OR ANY OF THE BOARDS, OR THE CONDOMINIUM, DO NOT MEET OR, AT ANY FUTURE TIME, CEASE TO MEET THE REQUIREMENTS OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, THE NEW YORK STATE TAX LAW OR THE NEW YORK CITY ADMINISTRATIVE CODE, IF THERE ARE CHANGES IN THE FACTS ON WHICH COUNSEL RELIED IN ISSUING THIS OPINION OR IF THERE ARE CHANGES IN APPLICABLE STATUTES, REGULATIONS, DECISIONAL LAW OR IRS RULINGS ON WHICH COUNSEL RELIED. MOREOVER, NONE OF THE AFORESAID MAKE ANY WARRANTIES WITH RESPECT TO THE TAX CONSEQUENCES OF THIS PLAN OR THE TAX CONSEQUENCES OF OWNERSHIP OF ANY UNITS OFFERED UNDER THE PLAN, AND NO ONE HAS BEEN AUTHORIZED TO MAKE ANY STATEMENTS OTHER THAN THOSE CONTAINED HEREIN.

OPINION OF COUNSEL

MILLER & MILLER LLP

ATTORNEYS AT LAW
73-11 184TH STREET
FLUSHING, NY 11366-1712
(718) 454-6683
FAX (718) 454-2632

JOEL E. MILLER
MARTIN B. MILLER*
*ALSO ADMITTED IN CT
ELIZABETH ILONA GILADY
OF COUNSEL

529 FIFTH AVENUE
NEW YORK, NY 10017-4667
(212) 398-1260
FAX (212) 398-1261

May 19, 2015

Flushing Commons Property Owner, LLC
1221 Avenue of the Americas -- 17th Floor
New York, NY 10020

Flushing Commons

Dear Sirs:

In connection with the offering of condominium units (each, a "Unit") pursuant to a plan entitled "Condominium Offering Plan for Flushing Commons", of which you are the Sponsor (the "Plan"), you have requested our opinion concerning: (1) the deductibility for Federal, New York State and New York City income tax purposes of certain real estate tax and interest expenses expected to be incurred by purchasers under the Plan; and (2) the treatment of the condominium itself (the "Condominium") for income tax.

The following is based on our review of the Plan, as well as the Internal Revenue Code of 1986, as amended (the "Code"), the Tax Law of the State of New York, the Administrative Code of the City of New York, the applicable regulations or rules promulgated thereunder, the current positions of the Internal Revenue Service and other administrative agencies, judicial decisions, and such other materials as we deemed relevant. It is emphasized, however, that legislative, judicial or administrative changes may be made that would require modification of the statements expressed herein, and that the Internal Revenue Service or other administrative agencies may disagree with the statements expressed herein.

In addition, this letter does not discuss the eligibility to deduct real estate taxes or mortgage interest in the case of taxpayers other than individuals, and does not address potential limitations on deductibility of such taxes and interest under provisions of the Code not discussed herein, including but not limited to the limitations on itemized deductions in

We inform you that any United States Federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (1) avoiding penalties under the Internal Revenue Code or (2) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

Code section 68, the "at-risk" rules of Code section 461, and the passive loss rules of Code section 469. Furthermore, the statements expressed herein might not be applicable to nonresident alien individuals.

Deductibility of Real Estate Taxes by Unit Owner

Each Unit will constitute a parcel of real estate. N.Y. Real Prop. Law § 339-y. Accordingly, the owner of each Unit will incur liability for real estate taxes imposed by the City of New York. Real estate taxes are in general deductible for regular income tax purposes by the owner of the subject property. Code § 164. The Internal Revenue Service has recognized that the normal real-estate rules apply to condominium units similar to the Units. Rev. Rul. 64-31, 1964-1 C.B. 300. As a result, real estate taxes with respect to Units should be deductible in the same manner and to the same extent as they are with respect to residences not in condominium form.

Attention is particularly called to the fact that, notwithstanding the foregoing, real estate taxes on property held for personal use are not deductible for alternative minimum tax purposes. Code § 56(b)(1)(A).

Deductibility of Interest by Unit Owner

Interest charges incurred by the Condominium will not be deductible by the owners of Units.

If a purchaser incurs debt in order to acquire the Unit, interest on that debt may be deductible depending on certain factors. In general, interest on indebtedness is deductible, subject to certain limitations. Code § 163. A major limitation of particular concern for purchasers of Units is that interest on debt incurred for personal purposes as opposed to income-seeking purposes is in general not deductible by an individual unless it meets the definition of "qualified residence interest," and then is deductible only within certain limits. Code § 163(h).

In order to constitute "qualified residence interest," the underlying debt must in any event be secured by the taxpayer's principal residence or a second residence, and, even in such a case, a maximum of $1,100,000 of debt may be taken into account for regular income tax purposes (the limit being $1,000,000 for alternative minimum tax purposes). Accordingly, it is possible that a purchaser for personal occupancy, even if the Unit is subject to a purchase-money mortgage, may not be able to deduct all the interest charges incurred on debt taken on in order to acquire the Unit.

Purchasers of Units should also be aware that under Code section 461(g), prepaid interest may not be deductible in the year in which paid, and that "points" paid to a lender in connection with financing may not in all circumstances be deductible when paid.

Treatment of the Condominium

It is assumed that the Condominium, which will be an unincorporated association, will be treated as a corporation for income tax purposes and will therefore be subject to all the rules that apply to corporations generally. Accordingly, the Condominium will be subject to tax on any amount by which its "gross income" – which in general would include, among other things, common charges received from the owners of Units – exceeds its deductible expenses. Because the Condominium is expected to own little or no depreciable property, it likely will not be entitled to significant deductions for depreciation. As a result, the Condominium will in general be taxable at usual corporate rates on any amounts set aside as contingency or operating reserves.

On the other hand, amounts that a condominium receives as contributions to capital are not includible in its "gross income" and therefore are not subject to income tax. Code § 118. Similarly treated are amounts that a condominium collects and holds as agent for its Unit owners, for instance, amounts to be used for capital improvements. Rev. Rul. 75-370, 1975-2 C.B. 25. Also, under certain circumstances amounts that a condominium receives from its unit owners but does not currently need can be excluded from that year's "gross income" and treated as collected in the following year. Rev. Rul. 70-604, 1970-2 C.B. 9.

For the sake of completeness, we note that the Condominium will not be eligible to be taxed as a "homeowners association" under Code section 528, inasmuch as that section is applicable only to condominiums in which substantially all the units are used as residences.

New York State and New York City income taxes are generally imposed in the same manner as the Federal income tax.

General

Purchasers must bear in mind that this opinion is not to any extent a guarantee. It is based on existing rules of law applied to the facts and documents described in the Plan. No assurance can be given that the laws on which this opinion is based will not change. In no event will the Sponsor, the undersigned, or any other person be liable if there are changes in the facts or circumstances on which counsel relied, or if the facts deviate from those assumed by counsel, as stated above, or if there are changes in applicable statutes, regulations, decisional law, or administrative pronouncements on which the undersigned relied.

No opinion is expressed as to any legal or tax consequences other than as specifically set forth herein. Each person contemplating the purchase of a Unit should consult with his, her or its own legal and tax advisors. We consent to the inclusion of this letter in the Plan.

Sincerely,

Joel E. Miller

Joel E. Miller

OPINIONS OF TAX COUNSEL (MARCUS & POLLACK)

MARCUS & POLLACK LLP

ATTORNEYS AT LAW

INCLUDING PROFESSIONAL CORPORATIONS

708 THIRD AVENUE

11TH FLOOR

NEW YORK, NY 10017-4112

(212) 490-2900

FAX: (212) 599-3167

www.marcuspollack.com

taxappeal@marcuspollack.com

JOEL R. MARCUS

ROBERT M. POLLACK

PHILIP H. AZARIAN

BRUCE A. BRASKY

JESSICA L. GOLDSTEIN

EMILY N. BLATT

ZACHARY L. NATHANSON

June 25, 2015

Rick Sondik
Flushing Commons Property Owner, LLC
1221 Avenue of the Americas
New York, New York 10020.

Re: §421-a Eligibility
138-35 39th Avenue
Block 4978, Part of Lot 40 (f/k/a Part of Lot 25), Queens

Dear Mr. Sondik:

You have requested that we render our opinion as to the eligibility of a proposed new residential development to receive partial real estate tax exemption benefits pursuant to Section 421-a of the Real Property Tax Law, Section 11-245 of the New York City Administrative Code and the Rules and Regulations governing the 421-a program (collectively, the "§421-a program") and the procedures for obtaining such benefits. Unless specifically stated otherwise, the analyses and conclusions set forth herein are based on facts that you have given to us for review.

You have advised us that you contemplate construction of a new 17-story mixed-use condominium development consisting of 2 towers rising from a common base platform. Upon completion of construction, the new mixed-use building will contain approximately 689,546 square feet of commercial and residential floor area. The commercial portion of the combined building will consist of 4 levels of public parking located in the cellar and sub-cellar levels of the building with a total of approximately 272,197 square feet of space; two levels of retail space consisting of a total of approximately 59,842 square feet; and eleven floors of commercial office space containing a total of approximately 164,332 square feet (collectively, the "Commercial Component").

The residential portion of the new mixed-use condominium development will consist of 14 floors; contain a total of 148 residential dwelling units with a total of approximately 193,175 square feet; and have a health club and various tenant amenities (collectively, the Residential Component"). The Residential Component will be located in separately assessed condominium tax lots and will be the subject of an application for partial real estate tax exemption benefits under the 421-a Program. In contrast, the condomininium tax lots comprising the Commercial Component will not be part of the application for partial real estate tax exemption benefits under 421-a but will be the subject of an application for partial real estate tax abatement benefits under the 421-a Program. You have informed us that construction commenced in November 2014 during the 2014/15 tax year, and that it will be completed by mid-January 2017, during the 2016/17 tax year.

I. Eligibility Requirements

To be eligible for §421-a tax benefits, a project must comply with each of the eligibility requirements set forth in §421-a and the Rules.

A. Location Requirements

1. Geographic Exclusion Area Limitation

Section 11-245 of the Administrative Code of the City of New York provides that 421-a tax exemption benefits shall not be available for construction commenced after November 29, 1985 if the property is located in the therein described Geographic Exclusion Area. However, Section 11-245 provides that, under certain circumstances, 421-a benefits shall be available in the Geographic Exclusion Area. Those circumstances are;

a. construction carried out with substantial governmental assistance;
b. projects where HPD certifies that twenty percent (20%) of the units in that building are affordable to households of low and moderate income ("Affordable Units"); or
c. construction is carried out via the purchase of negotiable certificates

Under the current law governing new multiple dwellings on which construction commences between July 1, 2008 and June 15. 2015, the project site is located outside of the Geographic Exclusion Area for Queens and the applicant would therefore not be required to obtain governmental assistance; provide affordable housing; or purchase negotiable certificates to qualify for 421-a exemption benefits.

B. Site Requirements

Section 6-02(f) of the Rules states that the land on which the building is to be constructed must have been vacant, predominantly vacant, under-utilized, or improved with a non-conforming use on the "Operative Date." The Rules define Operative Date to mean thirty-six months prior to the Commencement of Construction.

Pursuant to Section 6-09(a)(1) of the Rules, Commencement of Construction is considered to be the later of the date a building permit is issued based upon architectural and structural plans approved by the Department of Buildings, and the date of installation of a metal or concrete load bearing structure, footing or caisson. You have informed us that construction began in November 2014 during the 2014/15 tax year. Therefore, the Operative Date is November 2011 during the 2011/12 tax year.

Pursuant to Section 11-245.1 (a-3) of the New York City Administrative Code, 421-a construction must take place on land which, on the date 36 months prior to Commencement of Construction ("Operative Date"), was improved with a nonresidential building and was under-utilized. In Queens, the under-utilization of the land must have been such that each building had an actual assessed valuation equal to or less than 75% of the actual assessed valuation of the land on which the building was situated ("Assessment Ratio Test").

Both the Commercial and Residential Components will be developed on portions of current tax lot 40. Each Component will have separate condominium tax lots after lot 40 is subdivided into various condominium tax lots. Prior to tax year 2015/16, lot 40 did not exist on the City's assessment roll. Lot 40 was created by the Department of Finance ("DOF") via the subdivision of Block 4978, Lot 25 in November 2014. The DOF tax assessors have estimated that approximately 22% of the full assessed value of original lot 25 is attributable to new lot 40 and that approximately 78% of the value of original lot 25 is attributable to the new, post-subdivision lot 25. Once a tax lot is subdivided by DOF, the assessors are required to create a "pseudo assessment history" for each new lot retroactive to tax year 1981. All of the historical assessed values for the original tax lot 25 are allocated between new lots 25 and 40 as if these new lots actually existed in those years. DOF's pseudo assessment history for lot 40 reflects the following values on the Operative Date in tax year 2011/12:

Lot Number	Land Actual Assessed Value	Building Actual Assessed Value	Ratio of Building to Land Actual Assessed Value
40	3,015,258	0	0%

Based on Finance's pseudo history for Lot 40 during the 2011/12 tax year, Lot 40 was vacant land on the Operative Date and therefore would qualify as an eligible site for §421-a purposes.

C. Public and Private Park Limitation

As this site is neither situated on land mapped as a public park nor was it utilized for ten or more consecutive years prior to October 1, 1971 as a private park, this requirement should be satisfied.

D. 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" containing not less than four dwelling units. Section 6-02(c)(2) states that multiple dwellings resulting from the conversion or rehabilitation of a building or structure are ineligible for benefits. The project consisting of approximately 148 newly constructed residential condominium units would constitute a new multiple dwelling for §421-a purposes.

2. Not Used as a Hotel or for Single Room Occupancy

Section 6-02(c)(3) and (c)(4) of the Rules deems any building or portion thereof which is used as a Hotel or for Single Room Occupancy ineligible for §421-a benefits. We have been advised that no portion of the floor area of the project will be used as a Hotel or for Single Room Occupancy, in accordance with the Rules.

E. Construction Requirements

1. Unit Size:

Section 6-02(e)(2) of the Rules provides that in new buildings containing more than 100 dwelling units, not less than 15 percent of such units must contain at least 3.5 rooms and, in addition, not less than 10 percent of such units must contain at least 4.5 rooms. As the project will contain more than 100 dwelling units, the bedroom requirements contained in Section 6-02(e)(2) are applicable to this project.

You have advised us that 100% of the residential condominium units will have at least 3.5 rooms and that approximately 69% of the condominium units will have at least 4.5 rooms. The project should therefore satisfy the unit size requirement.

2. Class A Unit Replacement:

Section 6-02(e)(3) of the Rules requires that a project with more than twenty (20) dwelling units contain at least five (5) dwelling units for each Class A dwelling unit in existence immediately prior to Commencement of Construction. The Rules define Immediately Prior to Commencement of Construction as the date one month prior to Commencement of Construction.

F. Timing Requirements

1. Project Commencement

Sections 421-a(2)(a)(iv)(a) and 421-a(2)(c)(ii) of the RPTL require that for all projects that are seeking §421-a benefits, Commencement of Construction shall occur prior to June 15, 2015. You have advised us that Commencement of Construction occurred in November 2014, prior to June 15, 2015.

2. Completion of Construction

Completion of Construction is defined in §6-01(c) of the Rules as the date on which either a Temporary Certificate of Occupancy is issued for all residential areas of the new multiple dwelling or a Permanent Certificate of Occupancy is issued for the entire building. You have advised that a Temporary Certificate of Occupancy, as defined in Section 6-01(c) covering all 148 residential dwelling units, is anticipated to be issued by DOB in the middle of January 2017.

G. Rent Regulation Requirement

Section 6-02(g)(2) of the Rules requires that residential units contained within a building receiving 421-a benefits be subject to rent stabilization for the 421-a benefit period, unless exempt from rent regulation by reason of the cooperative or condominium status of the units. Inasmuch as the project will be owned as a condominium, the residential units will not be required to be subject to rent regulation. However, in the event that a prospectus for condominium formation has been submitted to the Attorney General at the time of the Final Application for 421-a benefits, an affidavit will be required stating that the sponsor will register the units as rent stabilized with the New York State Division of Housing and Community Renewal within 15 months of the issuance of the Final Certificate of Eligibility if a cooperative or condominium has not been declared effective within such 15 month time period.

H. Filing Application for Preliminary Certificate of Eligibility

Pursuant to Section 6-05(b) of the Rules, applications for the Preliminary Certificate of Eligibility must be filed with HPD after the Commencement of Construction but prior to Completion of Construction. As the project will be owned as a condominium, the Application for a Final Certificate of Eligibility must be filed with HPD prior to the first taxable status date (January 5th) following the issuance of either a Temporary Certificate of Occupancy for all residential units in the project, or a Permanent Certificate of Occupancy for the entire building, whichever occurs first. The Final Application must be completed within 90 days of the issuance of a Permanent Certificate of Occupancy or a Temporary Certificate of Occupancy covering all residential space in the building. Both the Preliminary and Final Certificates of Eligibility must be filed with the Real Property Assessment Bureau of the New York City Department of Finance. The Owner has advised that this requirement will be satisfied.

I. Community Board Notice Requirement

Section 6-03 of the Rules requires that a §421-a application for a project containing more than 20 dwelling units be submitted to the Community Board in the area in which the project is located. As the project will contain approximately 148 dwelling units upon completion, a copy of the 421-a application must be submitted to Queens Community Board #7 after the application is filed with HPD.

J. Reduction of Benefit for Excess Commercial, Community and Accessory Use Space

Section 6-06(b) of the Rules provides that Section 421-a tax exemption benefits will be reduced if the project's floor area of commercial, community facilities and accessory use space ("Commercial Space") exceeds 12% of the project's aggregate floor area.

For the purposes of determining whether the 12% threshold for Commercial Space has been exceeded, residential floor area includes all space (including the dwelling units and residential areas such as the lobby, circulation, egress and janitor's closet) located on floors above the cellar that is required in order to secure a Permanent Certificate of Occupancy for a Class A multiple dwelling. Residential accessory parking garage space located at grade or above to a height not more than 23 feet above curb level, is also included as residential floor area.

Non-residential floor area includes all floor space used for commercial or public assembly including, but not limited to, retail/storage space, medical offices, management offices, day care centers, and public parking garages.

Residential floor area located on floors above the cellar that are treated as Commercial Space for purposes of determining whether the 12% threshold has been exceeded includes "tenant only" amenities such as laundry rooms, recreation rooms, exercise rooms swimming pools, tenant locker rooms and storage rooms and theaters.

The actual percentage of Commercial Space for this project will be determined by HPD based upon review of the approved building plans and architect's affidavits filed with the Preliminary Application for Certificate of Eligibility.

K. Limitation of 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."

As previously stated above, lot 40 will be further subdivided into condominium tax lots and there will be separate and distinct condominium tax lots assigned to the Residential Component of the mixed-use condominium building which is the subject of the 421-a application and to the Commercial Component which will be the subject of the ICAP application. Thus, none of the condominium tax lots that will comprise the Residential Component of the mixed-use condominium building seeking 421a benefits will be the subject of an application for exemption from taxes under any other law.

L. Duration of Tax Benefit Period

The project would qualify for a partial exemption under Section 421-a for the construction period, not to exceed three years, and for fifteen years following the taxable status date immediately following the construction period.. Under the fifteen year exemption benefit, that portion of the project's real estate taxes that exceeds the project's mini-tax would be partially exempted in the following percentages:

Year Following Construction Period	Exemption %
1-11	100%
12	80%
13	60%
14	40%
15	20%

Based on the construction start and completion dates of November 2014 and mid-January 2017 respectively, the project would qualify for a three-year construction period for tax years 2015/16-2017/18 and the 15-year post-construction benefit period would begin on July 1, 2018.

M. Mini-Tax

In addition to the foregoing taxes, Section 421-a (2)(b)(i) of the Real Property Tax Law requires that taxes shall be paid in each tax year during which 421-a benefits are received in an amount equal to the billable assessed value of the land and any improvements thereon during the tax year preceding the commencement of construction, this amount being referred to as the mini-tax assessed value, payable at the then current tax rate. The billable assessed value is equal to the lesser of the actual and transitional assessed values for each tax lot. Based upon the estimated date for Commencement of Construction that you have provided for this analysis, the mini-tax would be based upon the tax year 2013/14 billable assessed value for that portion of tax lot 25 that was apportioned to create tax lot 40. As previously discussed above, lot 40 did not exist on the City's assessment rolls prior to tax year 2015/16. For tax year 2013/14, DOF's pseudo assessment history for lot 40 reflects a billable assessed value for 2013/14 of $3,015,234.

As previously noted, upon completion of construction, the mixed-use condominium development will contain a total of approximately 689,546 square feet of residential and commercial space. The Commercial Component will contain a total of 496,371 square feet of retail, public parking and office space while the Residential Component will contain a total of 193,175 square feet of residential space. Based on these figures, we estimate that approximately 28% of the 2013/14 assessed value of current lot 40 will be allocated by the assessors to the Residential Component and approximately 72% of lot 40's 2013/14 assessed value will be allocated to the Commercial Component. Accordingly, we estimate that the mini-tax assessed value for the Residential Component will be $843,662.

The mini-tax assessed value will be multiplied annually by that year's Class 2 tax rate for residential properties. For purposes of this analysis, we have applied the current overall Class 2 tax rate for 2014/15 of 12.855%. Thus, during the construction period, which may not exceed 3 tax years, and for the duration of the 15 year benefit period, the minimum annual tax liability or mini-tax for the project would be approximately $108,453 ($843,662 x12.855%).

N. Exemption Caps

Where Commencement of Construction occurs after June 30, 2008 in any area outside of the Geographical Exclusion Area, and the project does not provide 20% onsite Affordable Units, benefits are subject to an exemption cap which as of July 1, 2014 is currently $77,613 per residential dwelling unit in a building and increases annually by 3%. The cap for a building (regardless of whether it is a condominium, co-op or rental) is calculated by multiplying the number of dwelling units by the current year's exemption cap. For buildings assessed as a single tax lot which also contain some Commercial Space, the number of units is increased by one, regardless of the amount of non-residential space.

The 421-a exemption cap was created by Local Law No. 58 of 2006 with an effective date of December 28, 2007. The law was codified as §11-245.1-b of the Administrative Code of the City of New York.

Section 11-245.1-b(d) of the Code states, as follows:

> (d) The portion of the assessed valuation of any residential tax lot exempted from real property taxation in any year pursuant to section four hundred twenty-one-a of the real property tax law shall not exceed the exemption cap on or after the first taxable status date after the building on or containing such tax lot receives its certificate of occupancy.

Based upon the mid-January 2017 estimated date for Completion of Construction, the first tax year in which the exemption cap would apply would be tax year 2018/19 in which the exemption cap would equal $87,354 of assessed valuation per dwelling unit. Upon Completion of Construction, the Residential Component consisting of 148 dwelling units would have an exemption cap of approximately $12,928,392 for the first year of the 15-year benefit period. The cap would increase annually by 3% for the duration of the benefit period.

O. Energy Star Requirement.

Sections 11-245.8 of the Administrative Code and §6-05(d)(1)(viii) of the Rules provide that, for any building for which §421-a benefits are conferred, certain household appliances that are newly installed or replaced must be certified as Energy Star, unless an appropriately-sized Energy Star appliance is not manufactured.

P. **Multiple Dwelling Registration**

Section 6-05(d)(1)(viii) of the Rules provides that, any building for which §421-a benefits are conferred must be registered with HPD in accordance with the provisions of article two of subchapter four of the Housing Maintenance Code.

Q. **Prevailing Wage Requirement**

Section 421-a(8) provides that where Commencement of Construction of a multiple dwelling, as defined in the Rules, occurs on or after December 28, 2007, such multiple dwelling shall be eligible for tax benefits pursuant to that section only if "all building services employees regularly employed at the building, whether employed directly by the applicant or its successors, or through a property management company or a contractor, shall receive the applicable prevailing wage for the duration of the building's tax exemption." To be covered by this provision, such building service employees must perform work in connection with the care or maintenance of such building and be regularly scheduled to work for at least eight hours per week. Pursuant to Section 421-A(8)(c) (i and ii), these requirements shall not apply to projects containing less than fifty (50) dwelling units or to buildings where HPD certifies that at initial occupancy at least fifty percent (50%) of the dwelling units are affordable to individuals or families with a gross household income at or below one hundred twenty-five percent (125%) of the area median income. As construction will commence after December 28, 2007 and the new multiple dwelling will contain more than 50 dwelling units, the project would be required to comply with the prevailing wage requirement. We suggest that you contact HPD in regard to any questions that may arise as to implementation of the prevailing wage requirement for this Project as this subject matter is not within our firm's area of expertise.

If the foregoing information and assumptions are accurate and valid, and all of the 421-a requirements discussed herein are met, the Project should receive a partial exemption from taxation for local purposes, other than assessments for local improvements, for the construction period, not to exceed three years, and for fifteen years after the taxable status date immediately following the completion of construction, or the three year maximum construction period, whichever is less.

The opinions expressed above are based on our interpretations of the Real Property Tax Law, the Administrative Code of the City of New York, FAQ's issued by HPD, conversations with employees of HPD and DOF and the applicable HPD regulations in effect as of the date hereof.

You should be aware that the laws, regulations, practices and positions of the Building Department, Department of Finance and HPD 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. We shall not be liable if, because of any change of laws and/or regulations, adverse determination on any unsettled law, or a changed interpretation by one or more agencies or Courts of competent jurisdiction regarding said laws and/or regulations, the project fails to obtain, in whole or in part, Section 421-a benefits.

No warranties are made herein nor are any assurances or representations given that HPD, the New York City Department of Finance or any other agency with jurisdiction will approve the Section 421-a application, nor is any warranty made or assurance or representation given that a court of competent jurisdiction will determine that the project is entitled to, in whole or in part, Section 421-a benefits. In addition, no warranty is made nor any assurance or representation given that the laws, rules, regulations, policies, positions and practices upon which this opinion is based will not be changed after the date of this opinion. In addition, we do not warrant or represent the amount of tax savings if the Project receives partial real estate tax exemption benefits.

Very truly yours,

Marcus & Pollack LLP

Marcus & Pollack LLP

MP:md

MARCUS & POLLACK LLP

ATTORNEYS AT LAW

INCLUDING PROFESSIONAL CORPORATIONS

708 THIRD AVENUE

11TH FLOOR

NEW YORK, NY 10017-4112

(212) 490-2900

FAX: (212) 599-3167

www.marcuspollack.com

taxappeal@marcuspollack.com

JOEL R. MARCUS

ROBERT M. POLLACK

PHILIP H. AZARIAN

BRUCE A. BRASKY

JESSICA L. GOLDSTEIN

EMILY N. BLATT

ZACHARY L. NATHANSON

June 25, 2015

Rick Sondik, President
Flushing Commons Property Owner, LLC
1221 Avenue of the Americas
New York, New York 10020

Re: Real Estate Tax Projection
Residential Component of New Mixed-Use Condominium Development
138-35 39th Avenue
Block 4978, Part of Lot 40, Queens

Gentlemen:

Pursuant to your request, we have reviewed the information furnished by your office regarding the above-referenced development project as a mixed-use condominium apartment project. The mixed-use condominium development would consist of a new 17-story mixed-use condominium development consisting of 2 towers rising from a common base platform. The residential portion of the development will be located in separately assessed condominium tax lots and will be the subject of an application for partial real estate tax exemption benefits under the 421-a Program. The commercial portion of the project will be located in separately assessed condominium tax lots and will be the subject of an application for partial real estate tax abatement benefits under the Industrial and Commercial Abatement Program ("ICAP").

You have asked us to estimate real estate taxes for the residential portion of a new mixed-use condominium building for the first year of condominium operation and upon Completion of Construction. In addition, you have asked us to estimate the real estate taxes for the residential portion of the condominium building both with and without any 421a exemption benefit.

Real property tax assessments are subjective determinations made by individual assessors within the New York City Department of Finance ("DOF"). Accordingly, it is impossible to predict what the assessed value of the above-referenced property will be. However, it is possible to estimate an approximate assessed value of a property based upon an analysis of the factors that influence market value, such as time, location, construction cost, neighborhood quality and economic trends.

Real Property Tax Law Section § 581 requires that DOF assess residential condominiums without regard to their form of ownership. This requirement has been interpreted to mean that cooperatives and condominiums are to be assessed as if they were rental properties, thus requiring a valuation based upon the capitalization of income utilizing rents imputed from comparable rental properties.

In estimating the assessed valuations herein, we therefore examined comparable rents from other newly constructed apartment buildings in the area of the Project. In addition, we have also studied the assessed valuations of newly constructed residential buildings throughout the Flushing area of Queens. These comparable assessment studies have enabled us to ascertain the current assessing policies of the City of New York with regard to newly constructed residential buildings. However, there are no assurances that these policies will remain unchanged, or that the indicators of market value will not be adjusted prior to the completion of the referenced project, resulting in an assessment differing from the estimate contained herein.

In deriving our projected valuations, we considered the capitalization of income based upon comparable rents method, but relied primarily on the assessed valuation studies. All prospective purchasers are advised that although our estimate of the property's assessed valuation upon completion is a good faith estimate; the assessment when actually made may be less or greater than as estimated herein.

You have advised us of the following facts regarding the project:

1. The property is to be developed as a new 17-story mixed-use condominium development consisting of 2 towers rising from a common base platform. The new condominium building will contain a total of approximately 689,546 square feet of commercial and residential floor area.

2. Upon Completion of Construction, the new mixed-use building will contain 14 floors; contain a total of 148 residential dwelling units and 193,175 square feet; and include a health club and various tenant amenities (collectively, the Residential Component"). The Residential Component will be located in separately assessed condominium tax lots and an Application for a Preliminary Certificate of Eligibility under the §421-a program will be made to the New York City Housing Preservation and Development Agency ("HPD") seeking a 15-year exemption benefit in an as-of-right area of the City where the condominium project will be located.

3. Upon Completion of Construction, the commercial portion of the combined building will consist of 4 levels of public parking located in the cellar and sub-cellar levels of the building with a total of approximately 272,197 square feet of space; two levels of retail space consisting of a total of approximately 59,842 square feet; and eleven floors of commercial office space containing a total of approximately 164,332 square feet (collectively, the "Commercial Component"). The Commercial Component will be located in separately assessed condominium tax lots is the subject of an application for partial real estate tax abatement benefits under the Industrial and Commercial Abatement Program ("ICAP"). The ICAP application was filed with DOF on January 28, 2014.

4. You have advised us that a new building permit for the mixed-use development was issued by the Department of Buildings on October 30, 2014; that for 421-a purposes, construction commenced in November 2014; and that it is anticipated construction will be completed by the middle of January 2017.

Discussion

You have advised us that the first year of condominium operation is anticipated to run from January 1, 2017 through December 31, 2017 and will therefore fall within the last six (6) months of tax year 2016/17 tax year and the first six (6) months of tax year 2017/18. The real estate taxes for the Residential Component of the mixed-use development for the first year of condominium operation will therefore consist of real estate taxes based on the assessed valuation of the project during the 2016/17 and 2017/18 tax years.

Estimated Real Estate Taxes Upon Completion of Construction (Tax Year 2018/2019) without §421-a Benefits

As construction will be completed prior to the January 5, 2018 taxable status date for the 2018/19 tax year, the 2018/19 assessed valuation will be the first City assessment roll to reflect a completed building. After consideration of all relevant factors, we have estimated an assessed valuation for the residential condominium units of $14,438,472 upon Completion of Construction. The assessed valuation anticipates that upon completion of construction, DOF will assess the Residential Component containing a total of 193,175 square feet at an assessed value of approximately $75 per square foot.

Applying the current overall class 2 tax rate for tax year 2014/15, 12.855%, to the estimated assessed value of $14,438,472 upon completion, we estimate that the annual 2018/19 real estate taxes for the residential portion of the condominium project, exclusive of 421-a exemption benefits, will be approximately $1,856,066.

Estimated Real Estate Taxes Upon Completion of Construction (Tax Year 2018/2019) with §421-a Benefits

The Residential Component will be the subject of an application for partial exemption from real estate taxes under the Section 421-a Program. The project will seek to qualify for a 15-year post-construction benefit. Under the fifteen year exemption benefit, that portion of the project's real estate taxes that exceed the project's mini-tax would be partially exempted in the following percentages:

Year Following Construction Period	Exemption %
1-11	100%
12	80%
13	60%
14	40%
15	20%

During a project's construction period, which may not exceed 3 tax years, 100% of the project's assessed value that exceeds the project's mini-tax assessed value would be fully exempt.

In addition to the foregoing taxes, Section 421-a (2)(b)(i) of the Real Property Tax Law requires that taxes shall be paid in each tax year during which 421-a benefits are received in an amount equal to the billable assessed value of the land and any improvements thereon during the tax year preceding the commencement of construction, this amount being referred to as the mini-tax assessed value, payable at the then current tax rate. We have estimated that that the mini-tax assessed value for the Residential Component will be $843,662 and that the mini-tax liability for the project would be approximately $108,453. (June 25, 2015 Marcus and Pollack Opinion of Counsel regarding 421-a Eligibility see Section N).

We have estimated an assessed valuation for the residential condominium units of $14,438,472 upon Completion of Construction. As 2018/19 will be the first year of the 15-year benefit period, ordinarily 100% of the assessed value in excess of the mini-tax assessed value ($13,594,810) would be subject to exemption. However, we have estimated the 421a exemption cap for the 2018/19 tax year for the 148 residential condominium units would be $12,928,392 (June 25, 2015 Marcus & Pollack Opinion of Counsel see Section M), the exemption for 2018/19 would be affected by the 421-a exemption cap. As a result, only $12,928,392 of the $14,438,472 assessed value would be exempt and the taxable assessed value for 2018/19 would be $1,510,080. Based on the Class 2 tax rate of 12.855%, taxes with 421-a benefits upon completion would be $194,121 ($1,510,080 x 12.855%).

Estimated Real Estate Taxes During the Course of Construction (Tax Year 2017/2018) without §421-a Benefits

As previously stated above, the 2018/19 assessed valuation will be the first City assessment roll to reflect a completed building. Based upon the anticipated date that you have provided for Completion of Construction in the middle of January 2017, we estimate that the City's tax assessors will characterize the new mixed-use condomininium building to be approximately 50% complete as of January 5, 2017. We have therefore estimated a billable assessed valuation of $7,214,883 for the residential condominium units for tax year 2017/18.

Applying the current overall class 2 tax rate for tax year 2014/15, 12.855%, to the estimated billable assessed value of the Residential Component, we estimate that the 2017/18 real estate taxes for the residential condominium, exclusive of 421-a exemption benefits, will be approximately $927,473.

Estimated Real Estate Taxes During the Course of Construction (Tax Year 2017/2018) with §421-a Benefits

We have estimated that the DOF tax assessors will characterize the new mixed-use condomininium building to be approximately 50% complete as of January 5, 2017 and that the billable assessed valuation of the Residential Component for tax year 2017/18 would be $7,214,883 for the residential condominium units. We estimate that 100% of the assessed value in excess of the mini-tax assessed value ($6,371,221) would be subject to exemption. As the exemption cap would not apply prior to Completion of Construction, the Residential Component would therefore be required to pay taxes based upon the mini-tax assessed value of $843,662 for 2017/18.

Applying the current overall class 2 tax rate for tax year 2014/15, 12.855%, to the estimated assessed value of the Residential Component, we estimate that the 2017/18 real estate taxes for the residential condominium, inclusive of 421-a exemption benefits, will be approximately $108,453.

Estimated Real Estate Taxes During the Course of Construction (Tax Year 2016/2017) without §421-a Benefits

Pursuant to Section 11-209 of the New York City Administrative Code, properties in the course of construction as of the January 5 taxable status date and not ready for occupancy by the following April 15, are entitled to a "Progress Assessment" wherein only the land is to be assessed for real estate taxes. Inasmuch as the Residential Component will not be ready for occupancy by April 15, 2016, we estimate that the 2016/17 billable assessed valuation will be a land only Progress Assessment of approximately $776,276.

Applying the current overall class 2 tax rate for tax year 2014/15, 12.855%, to the estimated Progress Assessment for the Residential Component, we estimate that the 2016/17 real estate taxes for the residential portion of the condominium development, exclusive of 421-a exemption benefits, would be approximately $99,790 ($776,276 x 12.855%).

Estimated Real Estate Taxes During the Course of Construction (Tax Year 2016/2017) with §421-a Benefits

As stated above, we have estimated that the 2016/17 assessment roll will reflect a land only Progress Assessment of $626,442. As the mini-tax assessed value for 2016/17 ($843,662) would be higher than the Progress Assessment, the real estate taxes for 2016/17 with the 421-a exemption would be based on the mini-tax assessed value. Applying the current overall class 2 tax rate for tax year 2014/15, 12.855%, to the estimated Progress Assessment for the Residential Component, we estimate that the 2016/17 real estate taxes for the residential portion of the condominium development, with the 421-a exemption benefit, would be approximately $108,453. As the building

would not yet be completed, the exemption caps would not apply and the taxes payable would be based on the mini-tax.

Estimated Real Estate Taxes, Exclusive of §421-a Benefits, for the First Year of Condominium Operation

For the first year of condominium operation, covering the period from January 1, 2017 through December 31, 2017, we have projected the real estate taxes for the residential portion of the mixed-use condominium development based upon the estimated assessments for the 2016/2017 and 2017/18 tax years would be approximately $513,632. This estimate does not consider potential 421-benefits which the Residential Component may qualify for and reflects the assessed values for a building in the course of but prior to completion of construction.

Estimated Taxes for the First Year of Condominium Operation January 1, 2017 through December 31, 2017, without §421-a Benefits

1/1/ 2017- 6/30/2017 (6 months of tax year 2016/17) $ 99,790/2 = $ 49,895
7/1/2017-12/31/2017 (6 months of tax year 2017/18) $927,473/2= $463,737

$49,895 + $463,737 + = $513,632

Estimated Taxes for the First Year of Condominium Operation January 1, 2017 through December 31, 2017, with §421-a Benefits

For the first year of condominium operation, covering the period from January 1, 2017 through December 31, 2017, we have projected the real estate taxes with 421-a benefits for the residential portion of the mixed-use condominium development.

Thus, for the first year of condominium operation the estimated total taxes for the condominium project, without §421-a benefits, would be approximately $513,632 and with 421-a benefits would be $108,453. We once again note that because the estimated taxes for the first year of condominium operation reflect estimated assessments of the Residential Component in tax years prior to completion of construction, the assessments in the second and third years of condominium operation will likely be significantly higher since they will be based upon assessments reflecting a completed and fully operational Residential Component

The opinions expressed above are based on our interpretations of the Real Property Tax Law, the Administrative Code of the City of New York, the applicable HPD regulations in effect as of the date hereof, FAQ's issued by HPD and conversations with employees of HPD and DOF. You should be aware that the laws, regulations, practices and positions of the Department of buildings, Department of Finance and HPD 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. We shall not be liable if, because of any change of laws and/or regulations, adverse determination on any unsettled law, or a changed interpretation by one or more agencies or courts of competent jurisdiction regarding said laws and/or regulations, the project fails to obtain, in whole or in part, §421-a benefits.

The projections appearing in this analysis are merely estimates and do not take into account any future increases in the real estate tax rate for Tax Class 2 properties. The above opinion is based upon our understanding of the policies and procedures and practices of the New York City Department of Finance and is not intended to be a guarantee or assurance that the tax assessments; taxes or tax savings herein discussed will be attained or that HPD will grant the 421-a Certificate of Eligibility.

Furthermore, we do not warrant or represent that the City assessors will apportion the mini-tax based on the allocation of residential and commercial common interests appearing in the amended and restated condominium offering plan or by any other method. We shall not be liable if, because of any change of laws and/or regulations, adverse determination on any unsettled law, or a changed interpretation by one or more agencies or courts of competent jurisdiction regarding said laws and/or regulations, the project fails to obtain, in whole or in part, §421-a benefits.

This letter was prepared at the sponsor's request. The figures set forth herein are approximations derived from material submitted by the sponsor and are subject to variation. No government agency has passed upon these figures or estimates contained in the Offering Plan, and we offer no warranties on real estate taxes for any period.

We hereby consent to the inclusion of this letter in the Offering Plan.

Very truly yours,

Marcus & Pollack LLP

Marcus & Pollack LLP

MP:md

MARCUS & POLLACK LLP

ATTORNEYS AT LAW

INCLUDING PROFESSIONAL CORPORATIONS

708 THIRD AVENUE

11TH FLOOR

NEW YORK, NY 10017-4112

(212) 490-2900

FAX: (212) 599-3167

www.marcuspollack.com

taxappeal@marcuspollack.com

JOEL R. MARCUS

ROBERT M. POLLACK

PHILIP H. AZARIAN

BRUCE A. BRASKY

JESSICA L. GOLDSTEIN

EMILY N. BLATT

ZACHARY L. NATHANSON

June 25, 2015

Rick Sondik, President
Flushing Commons Property Owner, LLC
1221 Avenue of the Americas
New York, New York 10020.

Re: Real Estate Tax Projection
Commercial Component of New Mixed-Use Condominium Development
38-18 Union Avenue
Block 4978, Part of Lot 40, Queens

Gentlemen:

Pursuant to your request, we have reviewed the information furnished by your office regarding the above-referenced project as a mixed-use condominium development. The mixed-use condominium development would consist of a new 17-story mixed-use condominium development consisting of 2 towers rising from a common base platform. The residential portion of the development will be located in separately assessed condominium tax lots and will be the subject of an application for partial real estate tax exemption benefits under the 421-a Program. The commercial portion of the project will be located in separately assessed condominium tax lots and will be the subject of an application for partial real estate tax abatement benefits under the Industrial and Commercial Abatement Program ("ICAP").

You have asked us to estimate real estate taxes for the commercial areas of the condominium building for the first year of condominium operation and upon Completion of Construction. In addition, you have asked us to estimate the real estate taxes for the commercial areas of the condominium building consisting of office, retail and public parking areas ("Commercial Component"), both with and without any ICAP abatement benefits. Unless specifically stated otherwise, the analyses and conclusions set forth herein are based on facts that you have given to us for review.

There are three recognized appraisal methods which are employed by the New York City Department of Finance's Real Property Assessment Department ("DOF") to determine the full market value of real property. These methods are the original cost method, capitalization of income approach and the sales price comparison method.

The original cost method is based on the theory that the value of a given property is reflected by its cost of construction plus the acquisition cost of the underlying land. This method of valuation is considered a significant indicator of value with respect to new buildings. Relevant data used in the cost method includes material and labor ("hard") costs, and financing, engineering, architectural, testing and professional fees and construction period taxes ("soft") costs.

The capitalization of income method is based upon the proposition that the annual net income generated by a property, when divided by the rate of return an investor at a given time would accept for his money in a competing investment, yields a close estimate of the market value of the property. In the past the DOF has also utilized gross income multipliers to value residential property. However, DOF has recently indicated that they will no longer utilize this approach to value for this type of property.

The sales price comparison method is founded upon the belief that value can be ascertained by surveying market prices. Market value has been defined as that price which a property would bring in a competitive and open market, wherein both buyer and seller are acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. However, the addition of sale prices of individual units may not be the basis for arriving at the assessed valuation of a residential condominium or cooperative housing corporation. Real Property Tax Law Section 581 requires that the DOF assess condominiums and cooperative buildings without regard to their form of ownership. This requirement has been interpreted to mean that cooperatives and condominiums are to be assessed as if they were rental properties, thus requiring a valuation based upon the capitalization of income utilizing rents imputed from comparable rental properties.

Generally, when assessing a condominium building, the DOF tax assessors first value the building in its entirety. This overall assessment is then apportioned among the respective units, each of which will be assigned a tax lot designation once the condominium declaration has been recorded with the City Register. In the past, the apportionment was based in part upon the proportion of the projected selling price presented in the Offering Plans that each condominium unit bears to the gross sellout price for all units available for purchase in the project (hereinafter, "Proportionate Valuation"), and in part upon extrinsic indicia of value, including location, square footage, amenities, income producing potential and existing leases, if any, on particular

units. However, more recently, DOF policy has been to allocate the assessed values for each of the units within a condominium by utilizing each unit's respective percent interest in the common elements. As for the subject condominium building, the individual units will be apportioned into individual tax lots with separate assessed values. However, owing to the fact that a significant percentage of the master condominium building's floor area will consist of commercial retail, office and public parking space, it is our opinion that the DOF tax assessors will create a hybrid assessment for the master condominium building wherein the value of the residential and commercial components will be separately assessed and their separate assessments then added together to create a single tax assessment for the entire condominium building. Nevertheless, please note that we make no representation or offer no assurances that the Department of Finance will use any particular method to apportion assessed valuation among the units for the purpose of computing the portion of the condominium building's total assessed valuation that will be allocated to each condominium unit within the condominium building.

We have determined that reconciliation of the three approaches to valuation discussed above, for recently constructed commercial space in the Flushing area of Queens justifies an estimated overall total assessed valuation for the entire Commercial Component upon Completion of Construction of $36,684,765. We estimate that the office portion of the Commercial Component would have an assessed valuation upon completion of $17,254,860 based upon an estimated assessed valuation of $105 per square feet for the 164,332 square feet of office space. We estimate that the retail portion of the Commercial Component of the condominium building would have an assessed valuation upon completion of $7,181,040 based upon an estimated assessed valuation of $120 per square foot for the 59,842 square feet of retail space. We further estimate that public parking portion of the Commercial Component of the condominium building would have an assessed valuation of $12,248,865 based upon an estimated assessed valuation of $45 per square foot for the 272,197 square feet of parking space. We project that these assessed values of the Commercial Component of the completed condominium building would first be reflected on the City's 2017/2018 tax assessment roll.

For our projections, we have placed greatest weight on the Comparable Assessment Study. The Comparable Assessment studies generally indicate that the City's assessment of newly constructed residential condominiums and cooperatives are often lower than what would normally be indicated by the capitalization of income method.

You have advised us of the following facts regarding the project:

1. The property is to be developed as a new 17-story mixed-use condominium development consisting of 2 towers rising from the same base. The new condominium building will contain a total of approximately 689,546 square feet of commercial and residential floor area.

2. Upon Completion of Construction, the new mixed-use building will contain 14 floors; contain a total of 148 residential dwelling units and 183,175 square feet; include a health club and various tenant amenities (collectively, the Residential Component"). The Residential Component will be located in separately assessed condominium tax lots and an Application for a Preliminary Certificate of Eligibility under the §421-a program will be made to the New York City Housing Preservation and Development Agency ("HPD") seeking a 15-year exemption benefit in an as-of-right area of the City where the condominium project will be located.

3. Upon Completion of Construction, the commercial portion of the combined building will consist of 4 levels of public parking located in the cellar and sub-cellar levels of the building with a total of approximately 272,197 square feet of space; two levels of retail space consisting of a total of approximately 59,842 square feet; and eleven floors of commercial office space containing a total of approximately 164,332 square feet (collectively, the "Commercial Component"). The Commercial Component will be located in separately assessed condominium tax lots and is the subject of an application for partial real estate tax abatement benefits under the Industrial and Commercial Abatement Program ("ICAP"). The ICAP application was filed with DOF on January 28, 2014.

4. You have advised us that a new building permit for the mixed-use development was issued by the Department of Buildings on October 30, 2014; that for 421-a purposes, construction commenced in November 2014; and that it is anticipated construction will be completed by December 2016.

Discussion

You have advised us that the first year of condominium operation is anticipated to cover the period from January 1, 2017 through December 31, 2017 and will therefore fall within the last six (6) months of tax year 2016/17 tax year and the first six (6) months of tax year 2017/18. Therefore, real estate taxes for the Commercial Component of the mixed-use development for the first year of condominium operation will consist of real estate taxes based on the assessed valuation of the commercial units during the 2016/17 and 2017/18 tax years. For the purposes of estimating real estate taxes for the first year of condominium operation, we have broken the Commercial Component of the mixed-use condominium development into 4 separate units. As previously stated in the Marcus & Pollack LLP June 25, 2015 Opinion of Counsel, for ICAP purposes, retail space which exceeds 10% of the total floor area of a commercial project is eligible for a 15-year partial abatement benefit while all office space and up to 10% of the commercial project's retail floor area may qualify for a 25-year abatement. We have therefore broken the Commercial Component into 4 units consisting of the following:

1. Office Unit-164,332 square feet of office space eligible for 25-year benefit;
2. Eligible Retail consisting of 49,637 square feet eligible for a 25-year benefit;
3. Excess Retail consisting of 10,205 square feet eligible for a 15-year benefit; and
4. Parking consisting of 272,197 square feet eligible for a 15-year benefit.

Estimated Real Estate Taxes Upon Completion of Construction (Tax Year 2017/2018) without ICAP Benefits

As construction will be completed prior to the January 5, 2017 taxable status date for the 2017/18 tax year, the 2017/18 tax year will be the first assessment roll to reflect a completed building. After consideration of all relevant factors more fully discussed in the Marcus & Pollack LLP ICAP Opinion of Counsel dated June 25, 2015, we have estimated the following total assessed valuations and real estate tax liabilities, without ICAP abatement benefits, for the Office, Eligible Retail, Excess Retail and Public Parking spaces upon Completion of Construction as follows:

Office	$17,254,860	10.684%	$1,843,509
Eligible Retail	$5,956,440	10.684%	$636,386
Excess Retail	$1,224,600	10.684%	$130,836
Parking	$12,248,865	10.684%	$1,308,668

Estimated Real Estate Taxes Upon Completion of Construction (Tax Year 2017/2018) with ICAP Benefits

After consideration of all relevant factors more fully discussed in the Marcus & Pollack LLP ICAP Opinion of Counsel dated June 15, 2015, we have estimated the following real estate tax liabilities, with ICAP abatement benefits, for the Office, Eligible Retail, Excess Retail and Public Parking spaces upon Completion of Construction as follows:

	Office	Eligible Retail	Excess Retail	Public Parking
Estimated ICAP Taxes	**$72,502**	**$21,900**	**$4,502**	**$120,092**

Estimated Real Estate Taxes During the Course of Construction (Tax Year 2016/2017) without ICAP Benefits

Pursuant to Section 11-209c of the New York City Administrative Code, properties in the course of construction as of the January 5 taxable status date which are not ready for occupancy by the following April 15, are entitled to a "Progress Assessment" wherein only the land is to be assessed for real estate taxes. Inasmuch as the Commercial Component will not be ready for occupancy by April 15, 2016, we estimate that the 2016/17 assessed valuation for the office, eligible retail, excess retail and public parking areas of the Commercial Component would be land only Progress Assessments as follows:

	AV	Tax Rate	Taxes
Office:	$678,605	10.684%	$72,502
Eligible Retail	$204,975	10.684%	$21,900
Excess Retail:	$42,141	10.684%	$4,502
Parking:	$1,124,032	10.684%	$120,092

Estimated Real Estate Taxes During the Course of Construction (Tax Year 2016/2017) with ICAP Benefits

As previously discussed in the Marcus & Pollack LLP Opinion of Counsel dated June 25, 2015, the ICAP abatement benefit cannot begin until after Completion of Construction so there would be no ICAP abatement in effect in tax year 2016/17, the Commercial Component consisting of office, eligible retail, excess retail and public parking would be subject to the land only Progress Assessment discussed above.

Estimated Real Estate Taxes for the First Year of Condominium Operation

For the first year of condominium operation, covering the period from January 1, 2017 through December 31, 2017, we have projected the real estate taxes for the commercial portions of the mixed-use condominium development based upon the estimated assessments for the 2016/2017 and 2017/18 tax years.

Estimated taxes for the First Year of Condominium Operation January 1, 2017 through December 31, 2017 without ICAP Benefits

January 1, 2017-June 30, 2107

	AV	AV/2	Tax Rate	Taxes
Office:	$678,605	$339,302	10.684%	$36,251
Eligible Retail	$204,975	$102,488	10.684%	$10,950
Excess Retail:	$ 42,141	$ 21,070	10.684%	$ 2,251
Parking:	$1,124,032	$551,016	10.684%	$60,045

July 1, 2017-December 31, 2017

	AV	AV/2	Tax Rate	Taxes
Office:	$17,254,860	$8,627,430	10.684%	$921,754
Eligible Retail	$5,956,440	$2,978,220	10.684%	$318,193
Excess Retail:	$1,224,600	$612,300	10.684%	$ 65,418
Public Parking:	$12,248,865	$6,124,432	10.684%	$654,334

Total Taxes for Office, Retail and Public Parking Garage for First Year of Condominium Operation January 1, 2017- December 31, 2017 without ICAP Benefits

Office:	$36,251	+ $921,754	=	$958,005
Eligible Retail	$10,950	+ $318,193	=	$329,143
Excess Retail:	$2,251	+ $65,418	=	$67,669
Public Parking:	$60,045	+ $654,334	=	$714,379

Estimated taxes for the First Year of Condominium Operation January 1, 2017 through December 31, 2017 with ICAP Benefits

January 1, 2017-June 30, 2107 (ICAP not yet in effect)

	AV	AV/2	Tax Rate	Taxes
Office:	$678,605	$339,302	10.684%	$36,251
Eligible Retail	$204,975	$102,488	10.684%	$10,950
Excess Retail:	$ 42,141	$21,070	10.684%	$ 2,251
Parking:	$1,124,032	$551,016	10.684%	$60,045

July 1, 2017-December 31, 2017(ICAP in effect for 6 months)

	ICAP Taxes/Year	ICAP Taxes for 6 months
Office:	$72,502	$36,251
Eligible Retail	$21,900	$10,950
Excess Retail:	$4,502	$2,251
Parking:	$120,092	$60,045

Total Taxes for Office, Retail and Public Parking Garage for First Year of Condominium Operation with ICAP Benefits

Office:	$36,251	+	36,251	=	$72,502
Eligible Retail	$10,950	+	$10,950	=	$21,900
Excess Retail:	$2,251	+	$ 2,251	=	$4,502
Parking:	$60,045	+	$ 60,045	=	$120,090

The opinions expressed above are based on our interpretations of the Real Property Tax Law, the Administrative Code of the City of New York, the applicable DOF regulations in effect as of the date hereof, FAQ's issued by DOF and conversations with employees of DOF. You should be aware that the laws, regulations, practices and positions 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. We shall not be liable if, because of any change of laws and/or regulations, adverse determination on any unsettled law, or a changed interpretation by one or more agencies or courts of competent jurisdiction regarding said laws and/or regulations, the project fails to obtain, in whole or in part, ICAP benefits.

The projections appearing in this analysis are merely estimates and do not take into account any future increases in the real estate tax rate for Tax Class 4 properties. The above opinion is based upon our understanding of the policies and procedures and practices of the New York City Department of Finance and is not intended to be a guarantee or assurance that the tax assessments; taxes or tax savings herein discussed will be attained or that DOF will grant the ICAP Final Certificate of Eligibility. Furthermore, we do not warrant or represent that the City assessors will apportion lot 40 or allocate the residential and commercial common interests as estimated in this opinion letter.

We shall not be liable if, because of any change of laws and/or regulations, adverse determination on any unsettled law, or a changed interpretation by one or more agencies or courts of competent jurisdiction regarding said laws and/or regulations, the project fails to obtain, in whole or in part, ICAP benefits.

This letter was prepared at the sponsor's request. The figures set forth herein are approximations derived from material submitted by the sponsor and are subject to variation. No government agency has passed upon these figures or estimates contained in the Offering Plan, and we offer no warranties on real estate taxes for any period.

We hereby consent to the inclusion of this letter in the Offering Plan.

Very truly yours,

Marcus & Pollack LLP

Marcus & Pollack LLP

MP:md

MARCUS & POLLACK LLP

ATTORNEYS AT LAW

INCLUDING PROFESSIONAL CORPORATIONS

708 THIRD AVENUE

11TH FLOOR

NEW YORK, NY 10017-4112

(212) 490-2900

FAX: (212) 599-3167

www.marcuspollack.com

taxappeal@marcuspollack.com

JOEL R. MARCUS

ROBERT M. POLLACK

PHILIP H. AZARIAN

BRUCE A. BRASKY

JESSICA L. GOLDSTEIN

EMILY N. BLATT

ZACHARY L. NATHANSON

June 25, 2015

Rick Sondik, President
Flushing Commons Property Owner, LLC
1221 Avenue of the Americas
New York, New York 10020.

Re: Industrial and Commercial Abatement Program
New Mixed-Use Condominium Development
38-18 Union Avenue
Block 4978, Part of Lot 40, Queens

Gentlemen:

You have requested that we render our opinion as to the eligibility of the commercial portion of a proposed new mixed-use development to receive partial real estate tax abatement benefits pursuant to Sections 489-aaaaaa-489-kkkkkk of the Real Property Tax Law, Sections 11-268-11-279 of the New York City Administrative Code and the Rules and Regulations governing the Industrial and Commercial Abatement Program (collectively, "ICAP") and the procedures for obtaining such benefits. Unless specifically stated otherwise, the analyses and conclusions set forth herein are based on facts that you have given to us for review.

Proposed New Construction Project

You have advised us that you contemplate construction of a new 17-story mixed-use development consisting of 2 towers rising from a common platform base. Upon Completion of Construction, the new mixed-use building will contain approximately 689,546 square feet of commercial and residential floor area. The commercial portion of the combined building will consist of 4 levels of public parking located in the cellar and sub-cellar levels of the building with a total of approximately 272,197 square feet of space; two levels of retail space consisting of a total of approximately 59,842 square feet; eleven floors of commercial office space containing a total of approximately 164,332 square feet; and a total of 496,371 square feet of commercial space (collectively, the "Commercial Component").

The residential portion of the new mixed-use development will consist of 14 floors; contain a total of 148 residential dwelling units; and include a health club and various tenant amenities (collectively, the Residential Component"). The Residential Component will consist of 148 separately assessed residential condominium tax lots and a total of approximately 193,175 square feet. The Residential Component will be the subject of an application for partial real estate tax exemption benefits under the 421-a Program and will not be part of the application for partial real estate tax benefits under ICAP.

The Commercial Components of the new mixed-use development will also be located in separately assessed commercial condominium tax lots. Only the Commercial Component comprising the public parking, retail and office spaces will be the subject of an application for partial real estate tax abatement benefits under ICAP.

You have advised us that construction of the new mixed-use condominium building commenced on June 23, 2014 and have estimated the cost of construction of the Commercial Component to be approximately $147 million. We have been asked us to assume for the purposes of this analysis that construction of the Commercial Component would be completed by December 2016 and to analyze whether the Commercial Component would qualify for ICAP abatement benefits.

Program Overview

ICAP offers real estate tax benefits for property owners who renovate existing or build new commercial or industrial buildings in most areas of the City. The amount of benefits granted under ICAP is dependent upon the use of the building and its geographical location in the City.

Section 489-aaaaaa(3) of the Real Property Tax Law ("RPTL"), the ICAP enabling statute, defines commercial property to mean "nonresidential property on which will exist after completion of commercial construction work a building or structure, or portion thereof, used for the buying, selling or otherwise providing of goods or services including hotel services, or for other lawful business, commercial or manufacturing activities; provided that property or portions of property dedicated to utility property shall not be considered commercial property for purposes of this title." Retail, public parking garages and office space activities are eligible commercial uses for ICAP purposes. While it is our belief that the public parking garage qualifies as commercial space for ICAP purposes, we note that in recent years the New York City Department of Finance ("DOF") has taken the position that parking garages located in a residential condominium building do not qualify for ICAP benefits where the garage primarily serves as a tenant amenity. In those instances, DOF has ruled that because the majority of spaces are set aside for the residential tenants, the parking garage is merely accessory to the residential use and not commercial for ICAP purposes. We believe that the subject case is clearly distinguishable from the residential accessory parking scenario because the subject parking garage is not primarily intended for use by residential condominium owners in a mixed-use condominium building, as indicated by the fact that the vast majority of the spaces are intended for use of the office tenants and patrons of the retail units. Only a relative handful of spaces are for use by the residential condominium unit owners. Accordingly, it is our belief that the parking space does qualify as commercial space for ICAP purposes and will be eligible for abatement benefits.

Abatement Base and Benefit Period

Generally, when a building is the subject of substantial renovation work or new construction, the tax assessors of the New York City Department of Finance ("DOF") will significantly increase the building's real estate tax assessment to reflect the construction work. This results in an increase in real estate tax liability. To encourage property owners to build new or renovate existing industrial and commercial buildings, ICAP offers real estate tax benefits in the form of abatements that offset tax increases which otherwise result from such construction work.

The ICAP Abatement Base is generally equal to the difference between (a) 115 percent of the building's billable assessed value on the assessment roll with a tax status date immediately prior to the first building permit multiplied by the applicable Class 4 tax rate ("Initial Tax") and (b) the billable assessed value of the building after Completion of Construction. Prior to tax year 2015/16, lot 40 did not exist on the City's assessment roll. Lot 40 was created by the Department of Finance ("DOF") via the subdivision of Block 4978, Lot 25 in November 2014. Once a tax lot is subdivided by DOF, the assessors are required to create a "Pseudo Assessment History" for each new lot retroactive to tax year 1981. All of the historical assessed values for the original tax lot 25 are allocated between new lots 25 and 40 as if these new lots actually existed in those years. DOF's Pseudo Assessment History for lot 40 reflects the following values on the Operative Date in tax year 2011/12:

Lot Number	Land Actual Assessed Value	Building Actual Assessed Value	Ratio of Building to Land Actual Assessed Value
40	3,015,258	0	0%

Based upon the June 23, 2014 date for the start of construction, the January 5, 2014 tax status date would govern and the Initial Tax would be based on the 2014/15 building assessment. The Pseudo Assessment History created by the tax assessors for lot 40 indicates that there was no building assessment in tax year 2014. Therefore, lot 40's Initial Tax for ICAP purposes would be 0.

The Flushing area of Queens where the new mixed-use condominium building is to be constructed is currently designated, for ICAP purposes, as a "Special Commercial Abatement Area." Generally, new or renovated commercial buildings in a Special Abatement Area are eligible for a 25-year benefit. The abatement benefit is equal to 100 percent of the Abatement Base for the first 16 years and then declines by 10 percent in years 17-25 until the benefit period expires in the 26th year.

However, Section 489-bbbbbb(3)(c) of the RPTL states that where more than ten percent of a building in a Special Commercial Abatement Area is used for retail purposes, the first ten percent of the retail space ("Eligible Retail Space") and all other non-retail commercial space qualifies for 25-year abatement. The remaining retail space in the building ("Excess Retail Space") would qualify for a 15-year abatement.

RPTL 489-aaaaaa (15) defines retail activities for ICAP purposes as follows:

> "Retail purposes" means any activity that consists predominately of (a) the final sale of tangible personal property or services by a vendor as defined in section eleven hundred one of the tax law, (b) the sale of services that generally involve the physical, mental, and/or spiritual care of individuals or the physical care of the personal property of individuals, (c) retail banking services, or (d) the final sale of food and/or beverage by a vendor as defined in section eleven hundred one of the tax law, including the assembly, processing or packaging of goods, provided that sales of such tangible personal property or services are predominantly to purchasers who personally visit the facilities at which such sales are made or such property and services are provided. "Retail purposes" shall not include hotel uses as described in subdivision four of section four hundred eighty-nine-cccccc of this title.

The Abatement Base for commercial projects in a special commercial abatement area is subject to inflation protection to the extent that all increases in the building's assessment attributable to inflation or general market conditions in excess of 5% during years 2-13 of the benefit period are added to the Abatement Base originally established in the first tax year following completion of construction. This will apply to both the Eligible and Excess Retail Spaces in the Commercial Component.

As previously stated above, the Commercial Component will contain a total of approximately 496,371 square feet of commercial space consisting of approximately 164,332 of office space; 59,842 square feet of retail space and approximately 272,197 square feet of public parking. In accordance with the definition of retail use provided in RPTL Section 489-aaaaaa(1) above and for the purposes of this analysis, we have assumed that DOF will characterize the public parking space as retail space for ICAP purposes. We have also assumed that DOF will characterize both the public parking garage space along with the two levels of retail space as retail space. The Commercial Component would therefore be subject to a two-tiered benefit in which all 164,332 square feet of office space and the first 49,637 square feet of retail/public parking garage space (213,969 square feet) would qualify for a 25-year benefit as Eligible Retail Space while the balance of the Commercial Component (282,402 square feet), would be Excess Retail Space and would qualify for a 15-year benefit. Thus, approximately 57% of the Commercial Component would be subject to the 15-year benefit while

approximately 43% of the Commercial Component (Office and Eligible Retail Space) would qualify for a 25-year benefit.

The Eligible Retail Space qualifying for the 25-year abatement would receive a benefit equal to 100 percent of the Abatement Base for the first 16 years which would then decline annually by 10 percent in years 17-25 until the benefit period expires in the 26th year. In contrast, the Excess Retail Space would receive a benefit equal to 100 percent of the Abatement Base for the first 11 years of the 15-year benefit period with the benefit declining annually by 20% for years 12-15. The benefit for the Excess Retail Space would expire in year 16.

Application

Applicants for ICAP benefits must submit two applications-a Preliminary Application and a Final Application for Certificate of Eligibility. The Preliminary Application must be filed with the Department of Finance ("DOF") prior to the issuance date of the first building permit by the Department of Buildings The Preliminary Application must be filed by March 1, 2017 and the first building permit for the project must be issued prior to April 1, 2017. As indicated above, these 2 filing requirements have been met. If the first building permit for a project is issued prior to the filing of the Preliminary Application or commencement of construction, where no permit is required, the entire project will be ineligible for benefits under ICAP. Once again, as indicated above, this criterion for ICAP eligibility has also been satisfied. A Final Application describing the project in detail must be filed within one year of the first permit's issuance date or where no permit is required, prior to Commencement of Construction. Under the law, final ICAP applications filed after one year from issuance of the first building permit or Commencement of Construction must automatically be denied. In fact, a Preliminary Application was filed for the Commercial Component on January 28, 2014 and the first building permit for the project was issued by DOB on June 23, 2014. Therefore, the Final Application must be filed no later than June 22, 2015.

ICAP benefits will also be denied for any property that has failed to file the Real Property Income and Expense ("RPIE") with the DOF for all tax years covering the initial tax year through and including the tax year in which construction is completed. Interim construction reports must be submitted to DOF semi-annually throughout the construction period.

Under the law, the property owner or any party legally (by statute, lease or contract provisions) obligated to pay real estate taxes to the City may apply for benefits. This includes, but is not limited to, the property owner or net lessee.

Local Law 67 of 2008 requires that all ICAP beneficiaries include City-certified Minority and Women-owned Business Enterprises (M/WBE) firms in construction projects for which tax abatements are granted. All ICAP applicants must reach out to M/WBE firms for the process of promoting contracting opportunities on the project. An ICAP M/WBE Compliance Report—must be submitted with the Preliminary Application. For projects over $1.5 million, ICAP applicants must indicate which outreach activities they performed; keep detailed records of the outreach activities accessible at their place of business; and list at least three M/WBE firms that were solicited to perform subcontracting work.

- Advertised opportunities to participate in the project in general circulation media, trade and professional association publication, subcontract on the project. Outreach activities include the following: small business media, and publications of M/WBE organizations;
- Provided written notices of specific opportunities to M/WBE firms inviting their participation;
- Held meetings with M/WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;
- Made efforts to negotiate with M/WBEs to perform specific subcontracts, or act as suppliers or service providers;
- Made timely requests to the NYC Department of Small Business Services for help locating certified M/WBE firms;
- Attempted to identify interested M/WBEs not currently on the list of City-certified firms.

Minimum Required Expenditure ("MRE")

Under ICAP, all applications for commercial and industrial abatement benefits require a MRE of 30 percent of the total billable assessed value (both land and building) of the project site in the tax year in which the first building permit for the project is issued. The MRE must be satisfied within 4 years from the date of the first building permit. The MRE includes both "hard costs" for items including the demolition work and so-called "soft costs" such as architect/engineer fees and filing fees with the Department of Buildings. As the first building permit for the condominium building was issued on June 23, 2014, the MRE would be equal to 30% of the total billable assessed value (land and building) of the portion of current tax lot 40 which will be allocated by DOF to the Commercial Component for the 2014/15 tax year.

As previously stated above, upon Completion of Construction, the mixed-use condominium development will contain a total of approximately 689,546 square feet of residential and commercial space. The condomininium tax lots

comprising the Commercial Component will contain a total of 496,371 square feet of retail, public parking and office space while the condominium tax lots comprising the Residential Component will contain a total of 193,175 square feet of residential space. We have estimated that approximately $797,712 of the assessed value of current lot 40 will be allocated by the assessors to the Residential Component and $2,050,174 will be allocated to the Commercial Component. The project's MRE would therefore be approximately $615,052 ($2,050,174 x 30%). The projected construction budget of $147 million would easily satisfy the MRE.

Continuing Eligibility

ICAP benefits are based upon completed construction work and are generally not affected by transfers in ownership. The laws governing ICAP authorize the DOF to reduce or terminate benefits only in limited circumstances. These circumstances are as follows:

1. Any portion of the building is converted to residential use;
2. Taxes and charges relating to the property are delinquent;
3.The property owner transfers to a person convicted of arson, harassment or any offense relating to bribery involving public servants or related offenses enumerated in Article 200 of the Penal Law;
4. Failure to comply with provisions of the Zoning Resolution, and the Building, Fire and Air Pollution Control Codes of the City; and
5. Failure to file required Certificates of Continuing Use with DOF every two years during the benefit period. These certificates must be filed by January 5.

Estimated Real Estate Taxes and ICAP Benefits

You have advised that the contemplated project would consist of separate condominium tax lots for retail, public parking garage and office space; estimated that the cost of construction would be approximately $147 million; and anticipated that construction will be completed by December 2016. Based upon this estimated date for completion of the project and the fact that the Initial Tax for the Commercial Component is 0, the ICAP abatement benefit would begin in the first tax year following completion (tax year 2017/18) and the Abatement Base would equal the building assessed value in 2017/18.

Estimated Real Estate Taxes Upon Completion of Construction (Tax Year 2017/2018)

As you have asked us to assume for the purposes of this analysis that construction will be completed by December 2016, the 2017/18 assessment roll would be the first to reflect the completed ICAP project. After consideration of all relevant factors, we have estimated an assessed valuation of approximately $17,254,860 for the 164,332 square feet of office space based on an estimated assessed value of $105 per square foot, $7,181,040 for the 59,842 square feet of retail space based on an estimated $120 per square foot and $12,248,865 for the 272,197 square feet of public parking garage spaces based on an estimated assessed value of $45 per square foot upon Completion of Construction.

Tax Year 2017/2018

	Office Space	Retail Space	Public Parking
Total AV	$17,254,860	$7,181,040	$12,248,865
Land AV	$678,605	$247,116	$1,124,032
Building AV	$16,576,255	$6,933,924	$11,124,833
Taxes w/o ICAP@10.684%	$1,843,509	$767,222	$1,308,668
ICAP Initial Tax	0	0	0
Abatement Base	$ 1,771,007	$740,821	$1,188,577
Estimated Taxes with ICAP	$72,502	$26,402	$120,092

As previously stated above, 100% of the Abatement Base will be applied to offset the new building's assessment for years 1-16 of the benefit period. The Abatement Base for the Eligible Retail Space and office space would be phased-out by 10% annually in tax years 17-25 until the property would become fully taxable in year 26. The amount of the ICAP abatement will be determined solely by the Department of Finance based upon the tax assessor's determination of the fair market value of all commercial construction work that is described in the ICAP application and completed during the construction period. We make no representation as to the amount of the abatement determined by the tax assessors.

If the foregoing information and assumptions are accurate and valid, and all of the ICAP requirements discussed herein are met, the Commercial Component should receive a partial abatement from real estate taxes for 15/25 years beginning in the first tax year immediately following completion of construction.

The opinions expressed above are based on our interpretations of the Real Property Tax Law, the Administrative Code of the City of New York, conversations with employees of DOF and applicable DOF regulations in effect as of the date hereof. You should be aware that the laws, regulations, practices and positions of DOF 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. We shall not be liable if, because of any change of laws and/or regulations, adverse determination on any unsettled law, or a changed interpretation by one or more agencies or Courts of competent jurisdiction regarding said laws and/or regulations, the project fails to obtain, in whole or in part, ICAP benefits. While we believe our opinions are well founded, they are not intended, and should not be construed as representations or warranties. You should be aware that the laws, regulations and practices of DOF upon which this opinion is predicated may in the future be revised in a manner adverse to your interests, or that there may be an adverse interpretation of the law or regulations by one or more agencies of the City of New York, or Courts of competent jurisdiction

No warranties are made herein nor are any assurances or representations given that DOF or any other agency with jurisdiction will approve the ICAP application, nor is any warranty made or assurance or representation given that a court of competent jurisdiction will determine that the project is entitled to, in whole or in part, ICAP benefits. In addition, no warranty is made nor any assurance or representation given that the laws, rules, regulations, policies, positions and practices upon which this opinion is based will not be changed after the date of this opinion. In addition, we do not warrant or represent the that DOF will classify any portion of the public parking garage as ICAP-eligible commercial space; the allocation of current tax lot 40's assessed value amongst the office, retail and public parking units; and the amount of tax savings for the office, retail and parking areas of the Commercial Component if the Project receives partial real estate tax abatement benefits.

Very truly yours,

Marcus & Pollack LLP

Marcus & Pollack LLP

MP:md

WORKING CAPITAL AND RESERVE FUND

1. Working Capital Fund:

Upon the initial closing of title under the Plan to any Residential Unit, Office Unit or Retail Unit (both by Sponsor and any Unit Owner), the purchaser thereof shall contribute to the Residential, Office or Retail Working Capital Fund, as applicable, an amount equal to two (2) months of Residential, Office or Retail Common Charges, as applicable, in effect at the time of closing in order to create a Working Capital Fund which will provide reserves for the Residential, Office or Retail Section, as applicable, to use in the future for said Section's capital improvements, emergency repairs and working capital or for any adjustments to Sponsor as further described below.

The Residential, Office or Retail Working Capital Funds may be used, among other things, for payment by the Residential Board, Office Board or Retail Board, respectively, of any net Closing adjustment expenses owed to the Sponsor at the time of the First Residential Unit Closing, which relate to the Residential, Office or Retail Sections of the Building. As such, until Sponsor is repaid its net closing adjustment expenses, there may not be a minimum amount of funds for working capital in a Working Capital Fund.

The amount of the net closing adjustment owed to Sponsor by the Residential Section will be paid to Sponsor by the Residential Board, with interest, by applying the working capital contributions paid by each Residential Purchaser at the Closing of the title to each Residential Unit, against the principal outstanding and interest accrued under the terms of the negotiable installment promissory note to be executed by the Residential Board at the First Residential Unit Closing. The promissory note shall bear interest at the rate of nine (9%) percent per annum, and shall be payable in installments, with the first such installment due at the First Residential Unit Closing. Thereafter, installments are due upon the Closing of title to each additional Residential Unit and will be satisfied by applying, in the case of each Residential Unit Closing, the contribution paid by each Residential Purchaser first against accrued interest owing on the installment promissory note and, thereafter, in reduction of the outstanding balance thereunder. The promissory note shall mature no later than the second anniversary of the First Residential Unit Closing, at which time, if there shall remain any outstanding amounts owing under the promissory note, it may be necessary for the Residential Board to separately assess the Residential Unit Owners for their pro-rata share of such outstanding balance.

The amount of the net closing adjustment owed to Sponsor by the Office Section will be paid to Sponsor by the Office Board, with interest, by applying the working capital contributions paid by each Office Purchaser at the Closing of the title to each Office Unit, against the principal outstanding and interest accrued under the terms of the negotiable installment promissory note to be executed by the Office Board at the First Office Unit Closing. The promissory note [shall bear interest at the rate of nine (9%) percent per annum], and shall be payable in installments, with the first such installment due at the First Office Unit Closing. Thereafter, installments are

due upon the Closing of title to each additional Office Unit and will be satisfied by applying, in the case of each Office Unit Closing, the contribution paid by each Office Purchaser first against accrued interest owing on the installment promissory note and, thereafter, in reduction of the outstanding balance thereunder. The promissory note shall mature no later than the second anniversary of the First Office Unit Closing, at which time, if there shall remain any outstanding amounts owing under the promissory note, it may be necessary for the Office Board to separately assess the Office Unit Owners for their pro-rata share of such outstanding balance.

The amount of the net closing adjustment owed to Sponsor by the Retail Section will be paid to Sponsor by the Retail Board, with interest, by applying the working capital contributions paid by each Retail Purchaser at the Closing of the title to each Retail Unit, against the principal outstanding and interest accrued under the terms of the negotiable installment promissory note to be executed by the Retail Board at the First Retail Unit Closing. The promissory note [shall bear interest at the rate of nine (9%) percent per annum], and shall be payable in installments, with the first such installment due at the First Retail Unit Closing. Thereafter, installments are due upon the Closing of title to each additional Retail Unit and will be satisfied by applying, in the case of each Retail Unit Closing, the contribution paid by each Retail Purchaser first against accrued interest owing on the installment promissory note and, thereafter, in reduction of the outstanding balance thereunder. The promissory note shall mature no later than the second anniversary of the First Retail Unit Closing, at which time, if there shall remain any outstanding amounts owing under the promissory note, it may be necessary for the Retail Board to separately assess the Retail Unit Owners for their pro-rata share of such outstanding balance.

The amount of the net closing adjustment owed to Sponsor by the Master Board will be paid to Sponsor, with interest, pursuant to a promissory note, and will be included in the Master Common Charges. If required by the Master Board, a Section Board will charge a Purchaser at the closing of title of a Residential Unit, Office Unit or Retail Unit a share of the expense of the costs to repay said Master Board's promissory note.

No separate line for the amount of such promissory note, plus interest, is included in any of the Budgets. The Unsold Units are not being charged for such expense during the First Year of Condominium Operation, as the installment payments under the note are funded with Working Capital, which is not paid by the Sponsor but rather only Purchasers of Units, although said payment is not due from said Purchaser until such time that Sponsor sells the Unit to a bona fide Purchaser.

Sponsor is hereby authorized to endorse the checks payable to the Boards over to Sponsor and to apply such payments without any further action of a Board until the promissory note is paid in full. Any amounts remaining, after the promissory note has been fully paid, in any Working Capital Fund may be held or used by the applicable Board, at any time, for working capital, to make repairs or for such other appropriate purposes permitted under the Declaration and the By-Laws as determined by the applicable Board in its sole and absolute discretion. Payment of the note represents, in effect, payment of certain expenses reflected in the Budget(s)

that have been prepaid by the Sponsor.

In the event the net Closing adjustment expenses result in a net credit in favor of the Condominium, Sponsor shall, at the time of the First Residential Unit Closing, make an additional contribution to the Working Capital Fund equal to the amount of such credit. While Sponsor is in control of the Master Board, Sponsor will not use the Working Capital Fund for the purpose of reducing the Common Charges.

Each applicable 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.

No representation is made that the Working Capital Fund will be, or is intended to be, adequate to cover expenses for the first or any subsequent year of Condominium operation, including, without limitation, the cost of any necessary repairs or replacements. If additional funds are required over and above the Working Capital Fund, it may be necessary to increase the Common Charges or make special assessments payable by Unit Owners for the repair and replacement of the Common Elements in need of renewal, replacement or remedy. Alternatively, a 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.

PROSPECTIVE PURCHASERS SHALL BE ADVISED THAT NEITHER THE DEPARTMENT OF LAW NOR ANY OTHER GOVERNMENTAL AGENCY HAS PASSED JUDGEMENT UPON THE ADEQUACY OF THE WORKING CAPITAL FUND.

2. Reserve Fund:

There will be a Residential Reserve Fund held by the Residential Board for the purpose of paying for the Residential Section's future capital repairs, replacements or improvements.

Although the Building will be newly built and the Sponsor does not anticipate the imminent need for capital repairs, replacements or improvements, there is no guarantee or assurance that the need for capital repairs, replacements or improvements will not arise in the future. Unit Owners may still be obligated to pay their share of the cost of repair, replacements, and improvements to the Common Elements as the need for the same arises, unless there are sufficient Reserve funds, Working Capital funds or other funds available. If funds are required by a certain Section it may be necessary to increase the Common Charges for the Units in said Section. If additional funds are required for the General Common Elements it may be necessary to increase the Master Common Charges for all of the Units in the Building.

While Sponsor is in control of the Boards, Sponsor will not use the Working Capital Fund or the Reserve Fund for the purpose of reducing the Common Charges.

NEITHER THE DEPARTMENT OF LAW NOR ANY OTHER GOVERNMENTAL AGENCY HAS PASSED UPON THE ADEQUACY OF THE RESERVE FUND.

3. **Closing Adjustments**

Immediately prior to the First Residential Unit Closing, Sponsor shall apportion the following items with each applicable Board, based upon each Section's Budget and the Master Budget, as of the day immediately preceding such Closing:

(a) Building Staff salary;

(b) Deposits with utility companies, if any, and fees for assignable permits and licenses, if any;

(c) Charges for electricity and gas and other utilities for the Common Elements and Limited Common Elements;

(d) Payments under service and maintenance contracts and concession agreements, if any;

(e) Real estate taxes, assessments, water charges and sewer rents on the basis of the fiscal or calendar year for which assessed (unless separately assessed to individual Units);

(f) Cost of Building supplies on hand, at Sponsor's cost, plus sales tax;

(g) Management fees; and

(h) Other customary adjustments.

Rent prepaid by an interim lessee of a Unit (if any) will be credited to the appropriate Board, which, in turn, will credit such rent against the first Common Charges payable by the owner of such Unit.

If any of the foregoing items to be apportioned cannot be adjusted at the First Residential Unit Closing because they are not fully ascertainable, they shall be apportioned and adjusted to the extent reasonably possible at the First Residential 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.

IDENTITY OF PARTIES

Sponsor: The Sponsor of the Offering Plan is Flushing Commons Property Owner, LLC, a Delaware limited liability company. Sponsor's address is 1221 Avenue of the Americas, 17th Floor, New York, NY 10020. Sponsor is the current owner of the land known as 37-10 37th Avenue, Flushing, New York. Sponsor is wholly owned by Flushing Commons Mezzanine LLC ("Mezz"), which is wholly owned by Flushing Commons JV, LLC ("JV"). JV is a joint venture whose controlling members are MK FLCO Holdings LLC ("MK LLC") and Flushing Commons Sponsor, LLC ("FC Developer").

Sponsor has three principals: Dermot B. Johnson of AECOM Capital Inc. (with an office at 100 Park Avenue, 6th Floor, New York, New York 10017), Frederic Sondik of Rockefeller Group Development Corporation (with an office at 1221 Avenue of the Americas, 17th Floor, New York, New York 10020) and Michael Meyer of TDC Int'l Flushing New York LLC (with an office at 136-20 38th Avenue, 12th Floor, Flushing New York 11354).

Dermot B. Johnson has twenty-five (25) years of experience in the construction and development industry. Currently Mr. Johnson works at AECOM Capital, Inc. as the Vice President of Design and Construction. Mr. Johnson has a diverse background in real estate construction, project management and development and has been personally involved in various projects all over the world, including the US, Canada, Caribbean, South America, Great Britain and Australia, including but not limited to, 50 West Street, a mixed use hotel and residential development in New York, Bermuda Cay, a West Palm Beach development, Crown Towers, a mixed use resort and apartment complex in Australia and Directors Suites, a high-rise in Australia. Mr. Johnson specializes in real estate projects that involve new construction or the adaptive reuse of existing structures that play a role in urban revitalization.

There have been no felony convictions and there have been no prior bankruptcies, injunctions, convictions or judgments against Dermot B. Johnson which occurred within fifteen (15) years prior to the submission of this Plan. Mr. Johnson (i) has not been a sponsor or principal in any other cooperative or condominium development or timeshare offering and (ii) does not own ten (10%) percent or more of the Unsold Units or unsold shares in any condominium or cooperative, in the past five (5) years.

Frederic Sondik has thirty (30) years of experience in the real estate industry. Currently Mr. Sondik is Vice President, Development and Regional Director of the Rockefeller Group Development Corporation, a leading global real estate owner, developer and investment manager. Mr. Sondik's real estate experience includes the marketing and leasing of office space in Rockefeller Center buildings and the adaptive reuse of loft buildings.

There have been no felony convictions and there have been no prior bankruptcies, injunctions, convictions or judgments against Mr. Sondik which occurred within fifteen (15)

years prior to the submission of this Plan. Frederic Sondik (i) has not been a sponsor or principal in any other cooperative or condominium development or timeshare offering and (ii) does not own ten (10%) percent or more of the Unsold Units or unsold shares in any condominium or cooperative, in the past five (5) years.

Michael Meyer has over twenty (20) years of experience in the real estate and development industry. Currently Mr. Meyer is the President of TDC Int'l Flushing New York LLC, a real estate development and investment company, focusing on mixed-use, commercial and residential development. Mr. Meyer began his post-MBA career at the Port Authority of NY & NJ focusing on international trade. In 1989 when The Port acquired the World Trade Center's Vista Hotel, Mr. Meyer entered the real estate and hotel industry as the Owner's Representative for the hotel, overseeing Hilton International's operations. After the first bombing of the World Trade Center, Mr. Meyer led the rebuilding of the 800-room Vista hotel, and also spearheaded the $42-million business-interruption and property-damage claim negotiations for both the hotel and Windows on the World. Mr. Meyer was also involved in the JP Morgan Asset Fund in relation to the World Trade Center in Nanjing, China. Mr. Meyer has served on several boards and civic organizations, currently New York Hospital Queens, the Flushing BID, and the World Trade Center Association.

There have been no felony convictions and there have been no prior bankruptcies, injunctions, convictions or judgments against Mr. Meyer which occurred within fifteen (15) years prior to the submission of this Plan. Michael Meyer (i) has not been a sponsor or principal in any other cooperative or condominium development or timeshare offering and (ii) does not own ten (10%) percent or more of the Unsold Units or unsold shares in any condominium or cooperative, in the past five (5) years.

Michael Meyer and Frederic Sondik have not previously been involved in a public offering of condominium units. Dermot Johnson worked as a project manager on various condominium developments, including but not limited to, Bermuda Cay, 661 E Woolbright Rd, Boynton Beach Florida, 33435, and 50 West St, 50 West St, New York, NY 10006.

Sponsor has not been a sponsor in any other cooperative or condominium development or timeshare offering and does not own ten (10%) percent or more of the Unsold Units or unsold shares in any condominium or cooperative, in the past five (5) years.

Selling Agent: The Selling Agent for the Condominium is Fultonex Realty LLC ("Fultonex" or "Selling Agent"), a licensed real estate brokerage firm, with offices located at 136-20 38th Ave., 3G, Flushing, New York 11354. As a Selling Agent, the firm plays a key role in the sales and marketing of real estate development projects, acting as the direct liaison between Sponsors and prospective purchasers and investors, in particular bridging the gap between Asian overseas real estate investors and the U.S. market. Fultonex most recently is the exclusive selling and leasing agent for One Fulton Square, a 330,000 sq. ft. mixed-use development in Flushing, Queens, New York.

Prospective Purchasers are advised that principals of the Selling Agent are related to principals of an entity that owns 80% of an owner of FC Developer. As mentioned above, FC Developer owns 30% of JV, which owns Mezz, which owns Sponsor. There have been no prior felony convictions against Fultonex, or any principals of Fultonex and no prior convictions, injunctions and judgments against Fultonex or any principals of Fultonex that may be material to the Plan or an offering of securities generally that occurred within fifteen (15) years prior to the submission of the Plan.

Attorneys: The Sponsor's attorneys, Ganfer & Shore, LLP, 360 Lexington Avenue, New York, New York 10017, have prepared the Plan, the Declaration, the By-Laws and the Purchase Agreement. Ganfer & Shore is experienced in the preparation of Offering Plans. The Plan was prepared under the supervision on Steven R. Ganfer, Esq. Ganfer & Shore, LLP has no financial interest in the property or the Sponsor, except that they are to be paid a fee for their services.

Architects: The Sponsor's architect is Perkins Eastman, with offices at 115 Fifth Avenue, New York, New York 10003. Perkins Eastman is an 880-person architecture, interior design, and planning firm founded in 1981. Perkins Eastman has completed projects in 45 states and 35 countries. These have ranged from small buildings and interiors for non-profit organizations to large new healthcare and educational campuses, major mixed-use commercial developments, and entire new cities. Perkins Eastman has designed a wide range of office, public, and commercial facilities, including urban high-rise office buildings and suburban low-rise retail and mixed-use developments that incorporate office space, retail, residential, hospitality, parking, and site amenities.

The Architect is headquartered in New York City and currently works throughout the Metropolitan Area. Among the firm's several hundred projects in the City are some of the most notable new buildings. Recent and current projects include: Sky View Parc Mixed-Use Project in Flushing, Avalon Riverview and Queens Plaza North Residential Developments in Long Island City, and Centria on 48th Street in Rockefeller Center in Manhattan.

The Architect, and/or its principals, have no financial interest in the Property or the Sponsor, except that they are to be paid a fee for their services.

Managing Agent: The Managing Agent for the Building will be First Service Residential New York, Inc. ("FS Residential") a New York corporation, having an office at 622 Third Avenue, New York, New York 10017. The Managing Agent has been engaged in the development ownership, operation and management of New York City multifamily residential properties for over twenty-five years.

FS Residential and/or the principals or officers thereof, have no financial interest in the Property or the Sponsor, except that they are to be paid a fee for their services.

There have been no prior felony convictions of the Managing Agent, or any principals of the Managing Agent; and no prior convictions, injunctions and judgments against the Managing Agent, or any principals of the Managing Agent.

FS Residential Manages over 500 properties, 70,000 units, made up of rental, cooperative and condominium ownership.

A list of properties which have been managed by the Managing Agent include: The Plaza Condominium, 306 West 48th Street, 8 Spruce Street (NY by Gehry), 28 East 10th Street, 141 East 88th Street, Morton Square Condominium, 225 Fifth Avenue Condominium, Greenwich Club Condominium, 75 Wall Street Condominium and 515 East 72nd Street Condominium.

Real Estate Tax Consultant: Joel R. Marcus, Esq. of Marcus & Pollack LLP is Sponsor's property tax consultant. The offices of Marcus & Pollack LLP are located at 708 Third Avenue, 11th Floor, New York, New York 10017. Marcus & Pollack LLP and/or the principals or officers thereof, have no financial interest in the Property or the Sponsor, except that they are to be paid a fee for their services.

MANAGEMENT AGREEMENT AND CONTRACTS

The Condominium

The Master Board will enter into a one (1) year management agreement with FS Residential (the "General Management Agreement"), effective as of the date of the First Residential Unit Closing, at an annual fee of $25,000.00 for the first year of Condominium Operation. All expenses incurred by the Managing Agent in performance of its duties to the Condominium will be reimbursed to the Managing Agent. The Managing Agent shall also be paid commissions earned for leasing/subleasing space and fees for discretionary services rendered pursuant to Article Fourth (c), (f), (h) and (u) and Article Eleventh of the General Management Agreement. For further details, see the Budget for the First Year of Condominium Operation (Schedule B). The General Management Agreement may not be assigned by either party. Either of the Master Board or the Managing Agent may cancel the General Management Agreement at any time upon sixty (60) days prior written notice. The General Management Agreement provides that the Condominium shall indemnify the Managing Agent for acts properly performed by the Agent in accordance with the terms of the General Management Agreement.

The Managing Agent's responsibilities shall include, but not be limited to, the following:

(a) cause to be hired, paid and supervised, all persons necessary to be employed in order to properly maintain and operate the General Common Elements, all of whom shall be the Condominium's employees;

(b) cause the General Common Elements to be maintained in such condition as may be deemed advisable by the Master Board, provided that ordinary repairs or alterations involving an expenditure of over $2,500.00 for any one item which is not part of a previously approved operating or capital budget shall be made only with the prior approval of the Master Board, although emergency repairs, i.e., those immediately necessary for the preservation and safety of the General Common Elements or for the safety of Unit Owners or other persons, or required to avoid the suspension of any necessary service to the Property, may be made by the Managing Agent without prior approval irrespective of the cost thereof, but if practicable, after consultation with the President, Vice-President, Secretary or Treasurer (in the order given) or if unavailable, with any member of the Master Board. Notwithstanding the foregoing, major capital improvement projects are outside the scope of the General Management Agreement; a separate agreement would need to be entered into for such projects;

(c) recommend, and with the approval of the Master Board, cause all such acts and things to be done in or about the Building as shall be necessary or desirable to comply with any and all laws, rules and orders or violations affecting the General Common Elements, placed thereon by any federal, state or municipal authority having jurisdiction thereover;

(d) enter into contracts for services, with prior Master Board approval, and purchase supplies for any necessary services and supplies;

(e) check all bills received for services, work, and supplies ordered in connection with maintaining and operating the General Common Elements, and pay or cause to be paid all such bills and all charges including but not limited to water charges, sewer rents and assessments imposed on the Building as and when the same shall become due and payable;

(f) bill or cause to be billed General Common Charges, late charges and other charges, use its best efforts to collect such General Common Charges and other charges, and when and if directed by the Master Board, cooperate with the Condominium's attorneys to file appropriate liens and serve upon Unit Owners or lessees, notices to surrender space; cooperate with the Condominium's attorneys in all suits, actions and proceedings; No suit or summary proceedings shall be instituted unless written authorization thereof is first obtained;

(g) consider, and when reasonable, attend to complaints of Unit Owners. If the Managing Agent shall deem any complaint unreasonable, it shall advise the Master Board of the complaint and the reason for its opinion that the complaint is unreasonable;

(h) cause to be prepared and filed the necessary forms for unemployment insurance, withholding and social security taxes and all other tax and other forms relating to the employment of Condominium employees;

(i) set up and keep in good order a separate, accurate and full set of accounting records and books for the Condominium, maintain orderly files containing all documents pertaining to the Building, cooperate with the Condominium's accountants with regard to the annual audit of the books of account of the Condominium, cooperate with the Condominium's accountants with regard to the preparation and filing on behalf of the Condominium of Federal, State, City and any other income and other tax returns required by any governmental authority;

(j) when requested, cooperate with the Master Board and the Condominium's accountants in the preparation and submission of an operating budget for the upcoming year;

(k) when requested, attend Master Board meetings each month and one (1) annual Unit Owner meeting, if any;

(l) prepare and send out all letters and reports to members of the Master Board as the Master Board may request;

(m) report assessment valuations of the land and Units to the Master Board, and if requested, cooperate with the preparation of an application for correction of the assessed valuation to be filed with the Tax Commission of NYC;

(n) maintain at its expense an emergency 24/7 telephone answering service to receive emergency calls from the Condominium's representatives or tenants and to respond to such emergency calls promptly as may be appropriate;

(o) not later than the fifteenth day of each month, render or cause to be rendered regular monthly statements to the Master Board; and

(p) generally, do all things reasonably deemed necessary or desirable by the Master Board for the proper management of the Condominium.

Separate fees are provided in the General Management Agreement for mortgage refinancing of the entire Building, appearances in Judicial Proceedings, capital improvement projects, emergency rehabilitation services and processing of tax forms.

In the event, after the transfer of control of the Master Board to the Unit Owners, the Master Board elects to employ a different managing agent or manager of its own choice, any additional cost thereof shall be added to the annual Master Budget and become part of the Master Common Charges assessed against all of the Unit Owners. No representation is made by the Sponsor as to cost, terms or availability of such management services.

The Residential Section

The Residential Board will enter into a one (1) year management agreement with FS Residential (the "Residential Management Agreement"), effective as of the date of the First Residential Unit Closing, at an annual fee of $60,000.00 for the first year of Residential Section Operation. All expenses incurred by the Managing Agent in performance of its duties to the Residential Section will be reimbursed to the Managing Agent. The Managing Agent shall also be paid commissions earned for leasing/subleasing space and fees for discretionary services rendered pursuant to Article Fourth (c), (f), (h) and (u) and Article Eleventh of the Residential Management Agreement. For further details, see the Residential Budget for the First Year of Residential Section Operation. The Residential Management Agreement may not be assigned by either party. Either of the Residential Board or the Managing Agent may cancel the Residential Management Agreement at any time upon sixty (60) days prior written notice. The Residential Management Agreement provides that the Residential Board shall indemnify the Managing Agent for acts properly performed by the Agent in accordance with the terms of the Residential Management Agreement.

The Managing Agent's responsibilities shall include, but not be limited to, the following:

(a) cause to be hired, paid and supervised, all persons necessary to be employed in order to properly maintain and operate the Residential Section, all of whom shall be the

Residential Board's employees;

(b) cause the Residential Section to be maintained in such condition as may be deemed advisable by the Residential Board, provided that ordinary repairs or alterations involving an expenditure of over $2,500.00 for any one item which is not part of a previously approved operating or capital budget shall be made only with the prior approval of the Residential Board, although emergency repairs, i.e., those immediately necessary for the preservation and safety of the Residential Section or for the safety of Residential Unit Owners or other persons, or required to avoid the suspension of any necessary service to the Property, may be made by the Managing Agent without prior approval irrespective of the cost thereof, but if practicable, after consultation with the President, Vice-President, Secretary or Treasurer (in the order given) or if unavailable, with any member of the Residential Board. Notwithstanding the foregoing, major capital improvement projects are outside the scope of the Residential Management Agreement; a separate agreement would need to be entered into for such projects;

(c) recommend, and with the approval of the applicable Residential Board, cause all such acts and things to be done in or about the Building as shall be necessary or desirable to comply with any and all laws, rules and orders or violations affecting the Residential Section, placed thereon by any federal, state or municipal authority having jurisdiction thereover;

(d) enter into contracts for services, with prior Residential Board approval, and purchase supplies for any necessary services and supplies;

(e) check all bills received for services, work, and supplies ordered in connection with maintaining and operating the Residential Section, and pay or cause to be paid all such bills and all charges including but not limited to water charges, sewer rents and assessments imposed on the Residential Section as and when the same shall become due and payable;

(f) assist in the creation of an application package and accept applications from all prospective Residential Unit Owners and tenants of space; assist with bank applications; obtain credit reports; facilitate transfers of ownership of Residential Units or leases of space. The provisions of this subsection (f) are subject to the applicable fees as set forth in Paragraph Seventh of the Residential Management Agreement;

(g) supervise the moving in and out of Residential Unit Owners;

(h) bill or cause to be billed Residential Unit Owners for Residential Common Charges, late charges and other charges, use its best efforts to collect such Residential Common Charges and other charges, and when and if directed by the Residential Board, cooperate with the Residential Board's attorneys to file appropriate liens and serve upon Residential Unit Owners or lessees, notices to surrender space; cooperate with the Residential Board's attorneys in all suits, actions and proceedings; No suit or summary proceedings shall be instituted unless written authorization thereof is first obtained;

(i) consider, and when reasonable, attend to complaints of Residential Unit Owners. If the Managing Agent shall deem any complaint unreasonable, it shall advise the Residential Board of the complaint and the reason for its opinion that the complaint is unreasonable;

(j) cause to be prepared and filed the necessary forms for unemployment insurance, withholding and social security taxes and all other tax and other forms relating to the employment of Residential Section employees;

(k) set up and keep in good order a separate, accurate and full set of accounting records and books for the Residential Section, maintain orderly files containing all documents pertaining to the Residential Section, cooperate with the Residential Board's accountants with regard to the annual audit of the books of account of the Residential Section, cooperate with the Residential Board's accountants with regard to the preparation and filing on behalf of the Residential Board of Federal, State, City and any other income and other tax returns required by any governmental authority;

(l) when requested, cooperate with the Residential Board and its accountants in the preparation and submission of an operating budget for the upcoming year;

(m) when requested, attend Residential Board meetings each month and one (1) annual Residential Unit Owner meeting;

(n) prepare and send out all letters and reports to members of the Residential Board as the Residential Board may request;

(o) report assessment valuations of the land and Residential Units to the Residential Board, and if requested, cooperate with the preparation of an application for correction of the assessed valuation to be filed with the Tax Commission of NYC;

(p) maintain at its expense an emergency 24/7 telephone answering service to receive emergency calls from the Residential Board's representatives, Residential Unit Owners, or occupants or tenants of the Residential Section and to respond to such emergency calls promptly as may be appropriate;

(r) not later than the fifteenth day of each month, render or cause to be rendered regular monthly statements to the Residential Board; and

(s) generally, do all things reasonably deemed necessary or desirable by the Residential Board for the proper management of the Residential Section.

Additionally, the Managing Agent shall receive from every Residential Unit Owner,

other than the Sponsor or its designee as owner of Residential Unsold Units, a fee for processing applications for sale, rental or renewal rental of Residential Units, which shall initially be as follows:

(i) $650 for sale or rental
(ii) $300 for unit refinancing
(iii) $300 for Regular Alterations
(iv) $1,000 for Major Alterations

Separate fees are provided in the Residential Management Agreement for mortgage refinancing of the entire Building, appearances in Judicial Proceedings, capital improvement projects, emergency rehabilitation services and processing of tax forms.

In the event, after the transfer of control of the Residential Board to the Residential Unit Owners, the Residential Board elects to employ a different managing agent or manager of its own choice, any additional cost thereof shall be added to the annual budget and become part of the Residential Common Charges assessed against all of the Residential Unit Owners. No representation is made by the Sponsor as to cost, terms or availability of such management services.

The Office Section

The Office Board will enter into a one (1) year management agreement with FS Residential (the "Office Management Agreement"), effective as of the date of the First Office Unit Closing, at an annual fee of $50,000.00 for the first year of Office Section Operation. All expenses incurred by the Managing Agent in performance of its duties to the Office Section will be reimbursed to the Managing Agent. The Managing Agent shall also be paid commissions earned for leasing/subleasing space and fees for discretionary services rendered pursuant to Article Fourth (c), (f), (h) and (u) and Article Eleventh of the Office Management Agreement. For further details, see the Office Budget for the First Year of Office Section Operation. The Office Management Agreement may not be assigned by either party. Either of the Office Board or the Managing Agent may cancel the Office Management Agreement at any time upon sixty (60) days prior written notice. The Office Management Agreement provides that the Office Board shall indemnify the Managing Agent for acts properly performed by the Agent in accordance with the terms of the Office Management Agreement.

The Managing Agent's responsibilities shall include, but not be limited to, the following:

(a) cause to be hired, paid and supervised, all persons necessary to be employed in order to properly maintain and operate the Office Common Elements, all of whom shall be the Office Board's employees;

(b) cause the Office Common Elements to be maintained in such condition as may be deemed advisable by the Office Board, provided that ordinary repairs or alterations involving an expenditure of over $2,500.00 for any one item which is not part of a previously approved operating or capital budget shall be made only with the prior approval of the Office Board, although emergency repairs, i.e., those immediately necessary for the preservation and safety of the Office Common Elements or for the safety of Office Unit Owners or other persons, or required to avoid the suspension of any necessary service to the Property, may be made by the Managing Agent without prior approval irrespective of the cost thereof, but if practicable, after consultation with the President, Vice-President, Secretary or Treasurer (in the order given) or if unavailable, with any member of the Office Board. Notwithstanding the foregoing, major capital improvement projects are outside the scope of the Office Management Agreement; a separate agreement would need to be entered into for such projects;

(c) recommend, and with the approval of the applicable Office Board, cause all such acts and things to be done in or about the Building as shall be necessary or desirable to comply with any and all laws, rules and orders or violations affecting the Office Common Elements, placed thereon by any federal, state or municipal authority having jurisdiction thereover;

(d) enter into contracts for services, with prior Office Board approval, and purchase supplies for any necessary services and supplies;

(e) check all bills received for services, work, and supplies ordered in connection with maintaining and operating the Office Common Elements, and pay or cause to be paid all such bills and all charges including but not limited to water charges, sewer rents and assessments imposed on the Office Section as and when the same shall become due and payable;

(f) bill or cause to be billed Office Unit Owners for Office Common Charges, late charges and other charges, use its best efforts to collect such Office Common Charges and other charges, and when and if directed by the Office Board, cooperate with the Condominium's attorneys to file appropriate liens and serve upon Office Unit Owners or lessees, notices to surrender space; cooperate with the Office Board's attorneys in all suits, actions and proceedings; No suit or summary proceedings shall be instituted unless written authorization thereof is first obtained;

(g) consider, and when reasonable, attend to complaints of Office Unit Owners. If the Managing Agent shall deem any complaint unreasonable, it shall advise the Office Board of the complaint and the reason for its opinion that the complaint is unreasonable;

(h) cause to be prepared and filed the necessary forms for unemployment insurance, withholding and social security taxes and all other tax and other forms relating to the employment of Office Board employees;

(i) set up and keep in good order a separate, accurate and full set of accounting

records and books for the Office Section, maintain orderly files containing all documents pertaining to the Office Section, cooperate with the Office Board's accountants with regard to the annual audit of the books of account of the Office Section, cooperate with the Office Board's accountants with regard to the preparation and filing on behalf of the Office Board of Federal, State, City and any other income and other tax returns required by any governmental authority;

(j) when requested, cooperate with the Office Board and its accountants in the preparation and submission of an operating budget for the upcoming year;

(k) when requested, attend Office Board meetings each month and one (1) annual Office Unit Owner meeting, if any;

(l) prepare and send out all letters and reports to members of the Office Board as the Office Board may request;

(m) report assessment valuations of the land and Office Units to the Office Board, and if requested, cooperate with the preparation of an application for correction of the assessed valuation to be filed with the Tax Commission of NYC;

(n) maintain at its expense an emergency 24/7 telephone answering service to receive emergency calls from the Office Board's representatives, Office Unit Owners, or occupants or tenants of the Office Section and to respond to such emergency calls promptly as may be appropriate;

(o) not later than the fifteenth day of each month, render or cause to be rendered regular monthly statements to the Office Board; and

(p) generally, do all things reasonably deemed necessary or desirable by the Office Board for the proper management of the Office Section.

Additionally, the Managing Agent shall receive from every Unit Owner, other than the Sponsor or its designee as owner of Unsold Units, a fee for processing applications for sale, rental or renewal rental of Units, which shall initially be as follows:

(i) $300 for Regular Alterations
(ii) $1,000 for Major Alterations

Separate fees are provided in the Office Management Agreement for mortgage refinancing of the entire Building, appearances in Judicial Proceedings, capital improvement projects, emergency rehabilitation services and processing of tax forms.

In the event, after the transfer of control of the Office Board to the Office Unit Owners, the Office Board elects to employ a different managing agent or manager of its own

choice, any additional cost thereof shall be added to the annual budget and become part of the Office Common Charges assessed against all of the Office Unit Owners. No representation is made by the Sponsor as to cost, terms or availability of such management services.

Insurance

Prior to the First Residential Unit Closing, the Sponsor will obtain, on behalf of the Condominium, the insurance coverage described in the Footnote 8 to Schedule B.

Service Contracts

The service and maintenance contracts, as extended or replaced, set forth in Footnote 7 to each Budget, will be binding on that Section upon the first Unit closing in that Section.

REPORTS TO UNIT OWNERS

All Unit Owners will be entitled to receive annually from the Master Board, at the expense of the Condominium, copies of the following:

(a) annual financial statements of the Condominium, prepared and certified by independent certified public accountants, to be received within four and one-half (4-1/2) months after the end of the fiscal year;

(b) notices of the holding of the annual meetings of the Unit Owners, to be sent not less than ten (10) days nor more than forty (40) days in advance of the meeting, stating the purposes thereof as well as the time and place where it is to be held; and

(c) a copy of the proposed annual Master Budget, and applicable Section Budget, to be received not less than ten (10) days prior to the date set for adoption thereof by the applicable Board. While the Sponsor is in control of the Condominium, the Budgets will be certified in accordance with Section 20.4(d) of the Attorney General's Regulations.

DOCUMENTS ON FILE

The Declaration and the various By-Laws will be recorded in the New York County officer of the Register of the City of New York prior to the conveyance of title to the first Unit. In addition, a set of floor plans for the Building showing the layout, location and approximate dimensions of the Units and Unit designations, certified by the Real Property Assessment Department of the City of New York as conforming to the official tax lot number for each such Unit, and an Architect's statement 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, will be filed in said City Register's office.

Pursuant to Section 352-e(9) of the General Business Law, copies of this Offering Plan, all Exhibits or documents referred to herein and all Exhibits submitted to the Department of Law in connection with the filing of the Plan are and will be kept on file at the offices of the Sponsor set forth on the cover page hereof for six (6) years from the First Residential Unit Closing, for examination without charge and copying at a reasonable charge, during normal business hours and upon reasonable notice, by Prospective Purchasers and any person who has purchased a Condominium interest offered by this Plan and who has otherwise participated in this offering.

The Sponsor will deliver to the Master Board at the First Residential Unit Closing, a copy of all documents filed with the City Register.

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 various documents referred to herein. Statements made to the provisions of such documents are qualified in all respects by the contents of such documents.

There are no lawsuits or other legal proceedings now pending, or any judgments outstanding, against the Sponsor, or any person or persons, which might become a lien against the Property or which might materially affect this offering, the Purchasers of Units, the Property, the Condominium, or the operation thereof.

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 sex, race, creed, color, national origin, ancestry, disability, marital status or other ground prohibited by law in the sale of the 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 a Purchase Agreement. All substantive or material revisions 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 the right to rescind their Purchase Agreements and, if not otherwise in default, be refunded all monies paid thereunder (with any interest earned thereon) within thirty (30) days after the presentation of the amendment. However, such rescission, as to a Purchaser who becomes a tenant of the Building, will be conditioned on the cancellation of any interim lease and surrender of possession of his Unit within forty-five (45) days thereafter.

The Sponsor agrees to pay such interest on Deposits as a court may consider just and proper as part of any order granted pursuant to Section 354 of the General Business Law.

No person has been authorized to make any statement or representation which is not expressly contained herein. Information, data or representations not contained herein or in the exhibits referred to herein must not be relied upon. This Plan may not be changed or modified orally.

SPONSOR'S STATEMENT OF SPECIFICATIONS OR BUILDING CONDITION

The Sponsor adopts the Description of Property and Specifications (the "Report") prepared by Perkins Eastman, which is set forth as Exhibit L in Part II of this Plan, and has relied solely on the Report. The Sponsor represents that it does not know of any material defect or need for major repairs except as set forth in the Report.

Dated: New York, New York
August 20, 2015

Flushing Commons Property Owner, LLC
SPONSOR

PART II

THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT A

PURCHASE AGREEMENT

THIS PAGE INTENTIONALLY LEFT BLANK

PURCHASE AGREEMENT

FLUSHING COMMONS PROPERTY OWNER, LLC

Sponsor-Seller

TO

[ ]

Purchaser

(PICK ONE AND DELETE THE OTHER)
RESIDENTIAL UNIT NUMBER [ ]
OFFICE UNIT NUMBER [ ]

STORAGE BIN NO. [ ] *(Delete if inapplicable)*

Flushing Commons Condominium

Flushing, New York _____

A-1

PURCHASE AGREEMENT SUMMARY

PURCHASER: _____

RESIDENTIAL/OFFICE UNIT: _____
(Pick one and delete the other)

STORAGE BIN NO.: _____
(Delete if inapplicable)

PURCHASE PRICE: _____

DEPOSIT: _____

BALANCE DUE: _____

PURCHASE AGREEMENT

PURCHASE AGREEMENT (the "Agreement"), made as of_____, 20__, between FLUSHING COMMONS PROPERTY OWNER, LLC, a Delaware limited liability company authorized to do business in the State of New York, having an office at 1221 Avenue of the Americas, 17th Floor, New York, New York 10020 ("Sponsor"), and [ ], having an address at [ ] ("Purchaser").

WITNESSETH:

1. THE PLAN. Purchaser acknowledges having received and read a copy of the Offering Plan for Flushing Commons Condominium, and all amendments thereto, if any, filed with the Department of Law of the State of New York (hereinafter, collectively referred to as the "Plan") at least three (3) business days prior to Purchaser's signing of this Agreement. If Purchaser has not received and read the Plan and all amendments thereto at least three (3) business days prior to Purchaser's signing this Agreement, Purchaser shall have the right to rescind this Agreement within seven (7) days from the date of this Agreement. The Plan is incorporated herein by reference and made a part hereof with the same force and effect as if set forth at length. In the event of any inconsistency between the provisions of this Agreement and the Plan, the provisions of the Plan will govern and be binding, except to the extent that such provision was individually negotiated by Purchaser.

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

3. THE UNIT. Upon and subject to the terms and conditions set forth herein, Sponsor agrees to sell and convey, and Purchaser agrees to purchase, the condominium unit ("Unit") designated as *Residential/Office* Unit [ ] in the Declaration, together with the [ ] percentage undivided interest in the General Common Elements of the Condominium appurtenant thereto and the [ ] percentage undivided interest in the *Residential/Office* Common Elements of the Condominium appurtenant thereto.

   [Upon and subject to the terms and conditions set forth herein and in the Storage Bin Rider annexed hereto, Sponsor agrees to sell and convey, and Purchaser agrees to purchase, the right to use the storage bin (the "Storage Bin") designated as Storage Bin No. . The license to use the Storage Bin (the "Storage Bin License") shall be substantially in the form set forth in Exhibit __ to this Agreement.] *(Delete if inapplicable)*

4. PURCHASE PRICE

   a. The purchase price ("Purchase Price") is $.

   b. The Purchase Price is payable as follows:

i. $ (the "Deposit"), due upon Purchaser's signing and submitting this Agreement, to be paid by official bank check or wired funds, receipt of which is hereby acknowledged; and

ii. $, constituting the balance of the Purchase Price, by Purchaser, to be paid by official bank check or wired funds, payable on the delivery of the Unit Deed, as hereinafter provided.

c. All checks shall represent United States currency and shall be drawn on or issued by a New York bank or trust company which is a member of The New York Clearing House Association, unless otherwise agreed to in writing by Sponsor. Checks for the Deposit shall be made payable to "Ganfer & Shore, LLP, Escrow Agent." Checks for the balance of the Purchase Price shall be made payable to the direct order of "FLUSHING COMMONS PROPERTY OWNER, LLC," or such other party as Sponsor may designate upon not less than two (2) business days prior notice. If any check is returned for insufficient funds or any other reason, Sponsor at its option, may declare this Agreement void ab initio and of no further force and effect and may institute an action against Purchaser for the collection of the Deposit as liquidated damages or may declare a default by Purchaser under this Agreement which shall entitle Sponsor to exercise any of the remedies set forth in Article 15 hereof.

Wiring fees charged by the initiating or receiving bank shall be paid by Purchaser.

5. CLOSING OF TITLE

a. The closing of title shall be held at such place in the City and State of New York and on such date and hour as Sponsor may designate to Purchaser on notice served not less than thirty (30) days prior to the scheduled date for closing. In the event this Agreement is executed after the First Unit Closing, the closing of title shall occur on _____. If Sponsor consents to close at any other location as an accommodation to Purchaser, Purchaser shall pay to Sponsor's attorneys at closing an extra fee as set forth in the Plan. Sponsor from time to time may adjourn the date and hour for closing on written notice to Purchaser, which notice shall fix a new date, hour and place for the closing of title and will be given not less than five (5) days prior to the new scheduled date and time for closing.

b. The closing of title shall occur only after or concurrently with the compliance with the prerequisites as set forth under "Terms of Sale" in Part I of the Plan.

c. The term "Closing Date" or "closing of title" or words of similar import, whenever used herein, shall mean the date designated by Sponsor on which the Unit Deed to the Unit is delivered to Purchaser, or any adjourned date fixed by Sponsor pursuant to subsection 5(a) hereof.

6. DELIVERY OF THE UNIT DEED; UNIT POWER OF ATTORNEY; CLOSING

DOCUMENTS

a. At the closing of title, Sponsor shall deliver to Purchaser a Unit Deed without a covenant against grantor's acts conveying a condominium interest in the Unit to Purchaser. The Unit Deed shall be prepared by Sponsor substantially in the form set forth in Part II of the Plan and shall be executed and acknowledged by Sponsor in form for recording. Purchaser shall pay all New York State and New York City real property transfer taxes (including Mansion Tax), and Sponsor and Purchaser shall duly execute New York State and New York City Real Property Transfer Tax returns and any other forms then required by Law, all of which shall be prepared by Sponsor. In addition to the foregoing, if Purchaser is also purchasing a license to a Storage Bin, Purchaser shall be responsible for the payment of all transfer taxes or other taxes, if any, that are payable in connection with the purchase of such license.

b. At the closing of title and simultaneously with the delivery of the Unit Deed conveying the Unit to Purchaser, Purchaser shall execute and acknowledge a power of attorney to the Board and Sponsor substantially in the form set forth in Part II of the Plan.

c. The Unit Deed and power of attorney to the Board and Sponsor shall be delivered to the representative of the title company insuring Purchaser's title (or, if no such representative is present, then to Sponsor's attorney) for recording in the Queens County Office of the Register of the City of New York, which recording shall be at Purchaser's expense. After being recorded, the Unit Deed shall be returned to Purchaser and the power of attorney shall be sent to the Managing Agent.

d. Sponsor shall deliver to Purchaser a certification stating that Sponsor is not a foreign person in the form then required by the Code Withholding Section and each party shall execute, acknowledge and deliver to the other party such instruments, and take such other actions, as such other party may reasonably request in order to comply with IRS §6045I, as amended, or any successor provision or any regulations promulgated pursuant thereto, insofar as the same requires reporting of information in respect of real estate transactions.

7. FEE TITLE. At the closing of title, Sponsor shall convey to Purchaser fee title to the Unit free and clear of all encumbrances other than those expressly agreed to by Purchaser or set forth in Schedule A annexed hereto and made a part hereof. No encumbrance on title shall be an objection to title if (a) the instrument required to remove such encumbrance of record is delivered at or prior to the closing of title to the proper party or to Purchaser's title insurance company, together with the attendant recording or filing fee, if any, or (b) a title insurance company licensed to do business in the State of New York, is or would be willing, in a fee policy issued by it to Purchaser, to insure Purchaser that it will not be collected out of the Unit if it is a lien, or will not be enforced against the Unit if it is not a lien.

8. CLOSING ADJUSTMENTS

a. Subject to Paragraph 15 hereof, the following adjustments shall be made as of midnight of the day preceding the Closing Date with respect to the Unit:

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

ii. Common Charges for the month in which title closes; and

iii. Accrued rent and any other charges pursuant to a Use and Occupancy Agreement, if any, covering the Unit.

b. If a Unit has been separately assessed but the closing of title occurs before the tax rate is fixed, adjustment of taxes shall be based upon the latest tax rate applied to the most recent applicable assessed valuation. Installments for tax assessments due after the delivery of the Unit Deed, if any, shall be paid by Purchaser and shall not be considered a defect in title. If a Unit has not been separately assessed as of the Closing Date for the then current tax period, the adjustment under subsection 8(a) hereof shall be based upon the assessment for the Property and the percentage interest in the Common Elements appurtenant to the Unit.

c. If Sponsor obtains a refund for real estate taxes paid (or a credit for such taxes to be paid) on Purchaser's Unit, Purchaser and Sponsor will apportion the refund (as well as the costs and/or fees for obtaining the refund or credit) based on the percentage of time for which the refund or credit is obtained during which each party hereto owned the Unit in question. The provisions of this subsection shall survive the closing of title. The "Customs in Respect of Title Closings" recommended by The Real Estate Board of New York, Inc., as amended to date, shall apply to the adjustments and other matters therein mentioned except as otherwise provided herein.

d. 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.

9. MORTGAGE TAX CREDIT. In the event a mortgage recording tax credit becomes available pursuant to Section 339-ee(2) of the Condominium Act, it is specifically understood that such credit shall inure to the benefit of Sponsor. Accordingly, at Closing, a Purchaser who elects mortgage financing will be responsible to pay to Sponsor 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 reimbursed by Purchaser to the extent any mortgage tax credit that is allowed.

If the mortgage recording tax credit does not apply (either at Sponsor's election or not), and Sponsor is able to cause its lender to split its loan and sever it into several smaller mortgages, Purchasers who elect to take out financing shall be obligated to request, in writing, that their lender accept an assignment of that portion of the split and severed mortgage (the "Split and Severed Mortgage") equal to Purchaser's financing (the "Assignment").

In the event that a Purchaser is able to cause its lender to accept the Assignment of the Split and Severed Mortgage, at Closing, Purchaser shall pay all costs and expenses of both Sponsor's mortgagee and Purchaser's lender in connection with the Assignment and will also pay to Sponsor an amount equal to 80% of the savings realized by Purchaser not having to pay the mortgage recording tax on the amount of the mortgage which is assigned to Purchaser's lender. Purchaser shall be entitled to the benefit of 20% of the savings, less the cost of the severance. In the event that: (i) Purchaser is unable to cause its lender to accept the Assignment of the loan, or (ii) Sponsor has fully repaid its loan prior to Closing, at Closing, Purchaser shall pay the mortgage recording tax due on the amount of Purchaser's mortgage directly to the City of New York.

10. CLOSING COSTS. In addition to those costs and adjustments described in Paragraphs 8 and 9 herein, Purchaser shall be required to pay the other closing costs which are Purchaser's responsibility as more particularly described in Part I of the Plan entitled "Closing Costs and Adjustments." In the event Purchaser's title company fails to cause the deed to be recorded on a timely basis and/or to pay the Real Property Transfer Taxes on a timely basis, Purchaser hereby indemnifies Sponsor from and against all claims, costs, penalties, liabilities and interest on account thereof, and Purchaser agrees to reimburse Sponsor on demand for any such claims, costs, penalties, liabilities and interest. This paragraph shall survive the Closing.

11. DEPOSIT. The Deposit made pursuant to this Agreement is subject to the requirements of Section 71 a(3) of the State of New York Lien Law and Sections 352 e(2)(b) and 352 h of the General Business Law of the State of New York. Any Deposit received from Purchaser will be held in accordance with the provisions of the Subsection entitled "Escrow and Trust Fund Requirements" under the Section entitled "Procedure to Purchase" set forth in Part I of the Plan and the Rider to this Agreement. By signing this Agreement, Purchaser will not object and will be deemed to have agreed, without the need for a further written agreement, to the release of the Deposit to Sponsor in the event Sponsor and Purchaser close title under this Agreement. Sponsor is required by Law to submit a Form 1099 to the Internal Revenue Service reporting interest earned on Purchaser's Deposit, if any. Purchaser will be taxed accordingly on such interest.

12. BINDING EFFECT OF DECLARATION, BY LAWS AND RULES AND REGULATIONS. Purchaser hereby accepts and approves the Plan, the Declaration, By-Laws and Rules and Regulations, as each may be amended and agrees to abide and be bound by the terms and conditions thereof. This paragraph shall survive the Closing.

13. AGREEMENT SUBJECT TO MORTGAGE. No encumbrance shall arise against the

Property as a result of this Agreement or any monies deposited hereunder. In furtherance and not in limitation of the provisions of the preceding sentence, the provisions of this Agreement are and shall be subject and subordinate to the lien of any mortgage, including, but not limited to, any construction or building loan mortgage, heretofore or hereafter made, any advances heretofore or hereafter made thereon and any payments or expenses made or incurred or which hereafter may be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent thereof, without the execution of any further legal documents by Purchaser. This subordination shall apply in all cases, regardless of the timing of, or cause for, the making of advances of money or the incurring of expenses. Sponsor shall, at its option, either satisfy such mortgages or obtain a release of each Unit and its undivided interest in the Common Elements from the lien of such mortgages on or prior to the Closing Date, unless Purchaser voluntarily assumes such mortgage or consents to the continuation of the lien thereof. The existence of any mortgage or mortgages encumbering the Property, or portions thereof other than the Unit and its (their) undivided interest in the Common Elements, shall not constitute an objection to title or excuse Purchaser from completing payment of the Purchase Price or performing all of its other obligations hereunder or be the basis of any claim against, or liability of Sponsor, provided that any such mortgage(s) is subordinated to the Declaration.

14. PURCHASER'S REPRESENTATIONS. Purchaser represents that Purchaser has full right and authority to execute this Agreement and perform Purchaser's obligations hereunder. If Purchaser is not a natural person, Purchaser agrees to deliver at Closing, such documents evidencing Purchaser's authority as may be required by Purchaser's title company. Purchaser acknowledges and agrees that Sponsor may desire to obtain certain information about Purchaser's (or Purchaser's principals) character, general reputation, and financial information prior to counter-executing this Agreement and in order to permit Sponsor to comply with the requirements of the Fair Credit Reporting Act, Purchaser hereby authorizes Sponsor, if Sponsor elects in its sole discretion, to retain a credit reporting agency to obtain such information.

15. DEFAULT BY PURCHASER.

a. Each of the following shall constitute an "Event of Default" hereunder:

i. Purchaser's failure to duly complete and sign before a notary public and deliver at closing the power of attorney or the New York State and City Transfer Tax Returns; or

ii. If Purchaser is or becomes an occupant of the Unit, Purchaser's failure to pay use and occupancy payments or to otherwise comply with Purchaser's obligations under the use and occupancy agreement; or

iii. If Purchaser is or becomes an occupant of the Unit and Purchaser vacates or abandons the Unit prior to the Closing; or

iv. Purchaser's assignment of any of Purchaser's property for the benefit of creditors, or Purchaser's filing a voluntary petition in bankruptcy; or

v. If a non-bankruptcy trustee or receiver is appointed over Purchaser or Purchaser's property, or an involuntary petition in bankruptcy is filed against Purchaser; or

vi. If a judgment or tax lien is filed against Purchaser and Purchaser does not pay or bond the same; or

vii. Purchaser's failure to pay any closing costs or adjustments set forth in this Agreement or the Plan, on the Closing Date; or

viii. The failure to pay, perform or observe any of Purchaser's other obligations hereunder.

b. TIME IS OF THE ESSENCE with regard to Purchaser's obligations to pay the Deposit and the balance of the Purchase Price and to perform Purchaser's other obligations under this Agreement. If Purchaser fails to make any such payment when required as herein provided or fails to perform any of Purchaser's other obligations hereunder, Sponsor shall give notice to Purchaser of such default. If such default shall not be cured within thirty (30) days thereafter, Sponsor may, at its option, cancel this Agreement by notice of cancellation to Purchaser and this Agreement shall thereupon be null and void and of no further force and effect. If Sponsor elects to cancel this Agreement: (a) Sponsor may retain all sums deposited by Purchaser hereunder (including, without limitation, the Deposit and any amounts paid by Purchaser for additional work in the Unit ("Purchaser Work Funds") requested by Purchaser to be performed and agreed to be performed by Sponsor ("Purchaser Work"), whether or not such work has been completed), together with interest earned thereon, as liquidated damages (Sponsor's actual damages being difficult or impossible to ascertain) and, upon the termination of this Agreement, neither party hereto shall have any further rights, obligations or liability to or against the other under this Agreement or the Plan; and (b) Sponsor may sell the Unit to any third party as though this Agreement had never been made (without any obligation to account to Purchaser for any part of the proceeds of such sale).

c. Notwithstanding anything to the contrary contained in this Agreement, if Purchaser fails for any reason to close title to the Unit on the originally scheduled Closing Date and Sponsor does not terminate this Agreement: (a) the closing apportionments described in Section 8(a) of this Agreement will be made as of midnight of the day preceding the originally scheduled Closing Date, regardless of when the actual closing of title occurs; and (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under this Agreement and the Plan, an amount equal to 0.03% of the

Purchase Price from and including the originally scheduled Closing date through the actual Closing. If through no fault of Purchaser, Sponsor postpones the originally scheduled Closing Date, these provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to the Unit on the rescheduled Closing Date.

16. CLOSING CONTINGENT UPON PLAN BEING DECLARED EFFECTIVE.

a. The respective obligations of Purchaser and Sponsor hereunder are contingent upon the Plan being declared effective. The Plan shall not be declared effective except in accordance with the prerequisites set forth in the Plan, as same may be amended from time to time. Purchaser understands and agrees that Sponsor shall have the right to abandon the Plan at any time prior to its being declared effective or thereafter in certain limited cases set forth in the Plan (see the Section in the Plan entitled "Effective Date" for full details). Sponsor shall notify Purchaser, in writing or by a duly filed amendment to the Plan, when the Plan becomes effective or is abandoned.

b. If the Plan is abandoned or Sponsor elects not to declare the Plan effective or if after being declared effective the Plan shall not be consummated for any reason, this Agreement shall be deemed canceled and all monies paid by Purchaser hereunder shall be disbursed in accordance with the provisions of the Section entitled "Procedure to Purchase" set forth in Part I of the Plan. After the monies are so disbursed, Purchaser and Sponsor shall have no claim against each other or the Selling Agent in connection with this Agreement or the Plan, and all of same shall be released and discharged from all liabilities and obligations hereunder and under the Plan.

17. SPONSOR'S INABILITY TO CONVEY THE UNIT. If Sponsor refuses or is unable to correct any lien, encumbrance or title defect (a "Defect") (other than any permitted encumbrances) Sponsor shall not be obligated to bring any action or proceeding or otherwise incur any cost or expense of any nature whatsoever in excess of its obligations set forth in the Plan in order to cure such Defect, and, in such case, if Sponsor notifies Purchaser of its refusal to cure such Defect and if Purchaser is not in default hereunder, Purchaser's sole remedy shall be to either: (a) take title to the Unit subject to such Defect (without any abatement in, or credit against, the Purchase Price, or any claim or right of action against Sponsor for damages or otherwise); or (b) terminate this Agreement. If Purchaser so elects to terminate this Agreement, Sponsor shall, within thirty (30) days after receipt of notice of termination from Purchaser, return to Purchaser the Deposit paid by Purchaser hereunder, together with interest earned thereon, if any, subject to Sponsor's rights to retain all funds deposited by Purchaser for Purchaser Work, to the extent not yet expended or payable by Sponsor, as more particularly described in the Section of the Plan entitled "Terms of Sale," and, upon making such payment, this Agreement will be terminated and neither party hereto will have any further rights, obligations or liability to or against the other under this Agreement or the Plan. The foregoing remedy must be exercised by notice of Purchaser in writing to Sponsor within

fifteen (15) days after Sponsor gives notice of its inability or refusal to cure such Defect, failing which it will be conclusively deemed that Purchaser elected the remedy described in clause (a) above (i.e., to acquire title subject to such Defect). Sponsor has no obligation to institute any action or proceeding or to expend any sum of money in excess of ½ of 1% of the Purchase Price of the affected Unit to make title insurable or to eliminate any encumbrances or title defects.

18. FIXTURES, APPLIANCES AND PERSONAL PROPERTY. Only those fixtures, appliances and items of personal property which are described in the Description of the Property in Part II of the Plan as being part of the Unit are included in the sale of the Unit pursuant to the provisions of this Agreement. At the Closing, Sponsor shall transfer to Purchaser any assignable warranties received by Sponsor which relate to appliances, equipment or fixtures located in the Unit.

19. ACCEPTANCE OF CONDITION OF PROPERTY.

a. Purchaser shall accept the Unit in "as is" condition, unless otherwise stated in the Plan, without abatement in, or credit against, the Purchase Price or any provision for escrow deposits at the closing of title, notwithstanding the failure to complete construction of (a) any items in the Unit agreed to by Sponsor and set forth in the Inspection Statement, (b) other Units or (c) the Common Elements of the Property which do not prevent Purchaser's use of the Unit. Sponsor will maintain each Unit, and the fixtures contained therein, up to the time of the transfer of title to the Unit in question. Purchaser of a Unit shall have the right to inspect such Unit prior to the Closing Date. However, the existence of incomplete items on the Inspection Statement as of the Closing Date shall not be a ground for Purchaser delaying the Closing or entitle the Purchaser to any credit or adjustment in the Purchase Price. Sponsor shall be entitled to a commercially reasonable time period to complete such items, subject to force majeure and subject to the requirement that Purchaser provide Sponsor and Sponsor's contractors and agents with unfettered access to the Unit. Purchaser will receive no less than five (5) days' notice that the Unit is available for inspection. If Purchaser fails to inspect the Unit within said period, Purchaser shall be deemed to have accepted the Unit in good condition and in accordance with the terms of the Plan. Except as expressly provided in this Agreement or the Plan, including but not limited to subparagraph (f) of the subsection entitled "Sponsor's Obligations with Respect to the Building" of the Section entitled "Rights and Obligations of Sponsor," Sponsor shall have no obligation to repair or improve the Unit, any portion of the Property, or the appliances, equipment or fixtures attached to or used in connection with the Unit or the Property.

b. Sponsor will not be obligated to correct, and will not be liable to the Board or Unit Owner as a result of any defects in construction of the Unit, the Common Elements, or the Building, or in the installation or operation of any mechanical equipment, appliances, other equipment, finishes, materials or fixtures (including kitchen appliances and bathroom fixtures), as specifically set forth in the Section

of the Plan entitled "Rights and Obligations of Sponsor."

c. Notwithstanding the foregoing, Sponsor will be obligated to repair abnormal scratches in plastic laminate, vitreous china, natural stone, wood, porcelain and metallic or other surfaces by filling or refinishing the same (with contractors and materials of Sponsor's choosing), but Sponsor will not be obligated to replace any such surfaces. The provisions of this Article 19 shall survive the closing of title.

20. DAMAGE TO THE UNIT. If between the date of this Agreement and the closing of title the Unit is damaged by fire or other casualty, the following shall apply:

a. The risk of loss to the Unit by fire or other casualty is assumed by Sponsor until the earlier of closing of title and possession of the Unit by Purchaser, but without any obligation or liability by Sponsor to repair or restore the Unit. If Sponsor elects to repair or restore the Unit, this Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights, if any, of the Board and other Unit Owners if the Declaration has theretofore been recorded, belong entirely to Sponsor and, if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor. To the extent that Purchaser takes possession of the Unit prior to Closing, Purchaser shall assume the risk of losses not covered by insurance and the obligation to repair the damage if the cause thereof originated inside the Unit and/or resulted from the acts of such Purchaser or the occupant of the Unit or Purchaser's guests, invitees or workmen. The provisions of the preceding sentence shall survive the closing of title or the earlier termination of this Agreement.

b. In the event Sponsor notifies Purchaser that it does not elect to repair or restore the Unit, or, if the Declaration has been recorded prior thereto, the Unit Owners do not resolve to make such repairs or restoration pursuant to the By Laws, this Agreement shall be deemed canceled and of no further force and effect and Sponsor shall return to Purchaser all sums deposited by Purchaser hereunder, except Purchaser Work Funds already expended or payable by Sponsor, together with interest earned thereon, if any, and neither party hereto shall have any further rights, obligations or liability to or against the other hereunder or under the Plan, except that if Purchaser is then in default hereunder (beyond any applicable grace period), Sponsor shall retain all such sums deposited by Purchaser hereunder, including, but not limited to, the Deposit and any Purchaser Work Funds, together with any interest earned thereon, as and for liquidated damages (Sponsor's actual damages being difficult or impossible to ascertain).

21. NO REPRESENTATIONS. Purchaser acknowledges that Purchaser has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations,

warranties, statements or estimates of any nature whatsoever; whether written or oral, made by Sponsor, Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners, the estimated Common Charges allocable to the Unit, the estimated real estate taxes on the Unit, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, the right to any income tax credit with respect to the purchase of the Unit, or any other data, except as expressly stated herein or in the Plan, Purchaser having relied solely on such Purchaser's own judgment and investigation (and the judgment and investigation of its attorneys, accountant, or other professionals, agents and representatives) in deciding to enter into this Agreement and purchase the Unit. No person has been authorized to make any representations on behalf of Sponsor except as expressly stated herein or in the Plan. No oral representations or statements shall be considered a part of this Agreement. Sponsor makes no representation or warranty as to the work, materials, appliances, equipment or fixtures in the Unit, the Common Elements or any other part of the Property other than as expressly set forth herein or in the Plan. The provisions of this Article shall survive the closing of title or earlier termination of this Agreement.

22. PROHIBITION AGAINST ADVERTISING. Purchasers shall not list their Unit(s) for resale or rental with any broker or advertise or otherwise offer, promote, or publicize the availability of the Unit(s) for sale or lease, or sell or lease such Unit, without Sponsor's prior written consent at any time prior to the closing of title to the Unit. Any such listing or form of advertising, promotion or publicizing of a Unit by a Purchaser or its agent or representative prior to closing of title to the Unit shall be an Event of Default.

23. BROKER. Purchaser represents to Sponsor that Selling Agent and _____ (collectively the "Broker") (is)are the only broker(s) or sales agent(s) with whom Purchaser has dealt in connection with this transaction, and Sponsor agrees to pay the commission earned by the Broker pursuant to a separate agreement. Purchaser agrees that should any claim be made against Sponsor for commissions by any broker, other than the Broker, on account of any acts of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold Sponsor free and harmless from and against any and all liabilities and expenses in connection therewith, including reasonable legal fees and disbursements and court costs. The provisions of this Paragraph 23 shall survive the closing of title.

24. AGREEMENT MAY NOT BE ASSIGNED. Purchaser shall not assign this Agreement without the prior written consent of Sponsor (which may be withheld in Sponsor's sole discretion). If Purchaser is a corporation, partnership, trust, limited liability company, fiduciary, or other entity, any sale, assignment, transfer, pledge, encumbrance or other disposition of any of the ownership interest of Purchaser (including without limitation, the stock, membership or beneficial interest of the stockholders, partners, members or beneficiaries of Purchaser or its stockholders, partners, members or beneficiaries) shall be considered an assignment of this Agreement and shall be subject to the provisions, prohibitions and terms of this Paragraph concerning assignment of this Agreement. The

individuals controlling Purchaser are [ ]. Any purported assignment by Purchaser in violation of this Agreement will constitute a default hereunder and will be voidable by Sponsor. Sponsor's refusal to consent to an assignment will not entitle Purchaser to cancel this Agreement or give rise to any claim for damages against Sponsor. If Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of this Agreement, or for the addition, deletion or substitution of names on this Agreement, then Purchaser will be required to pay Sponsor's attorneys a fee of $1,000, in advance, for preparation of an assignment agreement.

25. BINDING EFFECT. This Agreement shall not be binding on Purchaser or Sponsor until a fully executed counterpart hereof has been delivered to Purchaser. If this Agreement is not accepted within thirty (30) days from the date hereof by the delivery to Purchaser of a fully executed counterpart, this Agreement shall be deemed to have been rejected and canceled and the Deposit paid on the execution hereof shall be promptly returned to Purchaser.

26. NOTICES. Any notice, request, letter, consent or other communication hereunder or under the Plan (other than amendments to the Plan which shall be served in accordance with the Plan or documents for which the method of notice and/or delivery is otherwise set forth in the Plan) shall be in writing and delivered by regular mail as well as hand delivered or sent, postage prepaid, by registered or certified mail, by ***facsimile*** or by Federal Express or other reputable overnight courier, to Purchaser at the address given at the beginning of this Agreement, and to Sponsor at the address given at the beginning of this Agreement, with a copy to Ganfer & Shore, LLP, 360 Lexington Avenue, New York, New York 10017, Attention: Matthew J. Leeds, Esq. in the same manner as notice is given to Sponsor, or to such other address as either party may hereafter designate to the other in writing. Except as otherwise expressly provided herein, the date of hand delivery or 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. Any notice either of the parties hereto receives from the other party's attorneys shall be deemed to be notice from such party itself (including, without limitation, any notices of closing or default which Sponsor's counsel is hereby expressly designated and empowered to issue). A failure by Purchaser to acknowledge receipt of any notice, request letter, consent or other communication hereunder shall not in any way invalidate such communication. Notwithstanding anything to the contrary, notices regarding closing costs or ministerial matters, the rescheduling of Closing Dates or the scheduling or rescheduling of inspections may be made by facsimile or email to each party's attorneys and shall be deemed given when sent. Any notices sent (x) by registered or certified mail, return receipt requested, shall be deemed to have been given three (3) days after deposit in a depository maintained by the U.S. Postal Service in a postage prepaid sealed wrapper or (y) by nationally recognized overnight courier service and shall be deemed to have been given the first Business Day (for domestic delivery) and the third Business Day (for international delivery), after deposit with an overnight courier service, provided that notices of change of address shall in all events be deemed to have been given when received.

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

28. PERFORMANCE BY AND LIABILITY OF SPONSOR. Purchaser's acceptance of the Unit 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 Sponsor to be performed pursuant to the provisions of this Agreement, the Plan, 13 NYCRR, Part 20 (the regulations of the Attorney General of the State of New York governing the acceptance for filing of the Plan) and General Business Law Section 352-e, except those (if any) herein or therein expressly stated to survive delivery of such Unit Deed.

29. FURTHER ASSURANCES. Either party shall execute, acknowledge and deliver to the other party such instruments, and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction. The provisions of this Article shall survive the closing of title.

30. AGREEMENT NOT CONTINGENT UPON FINANCING. The terms and provisions of this Agreement and Purchaser's obligations hereunder are not contingent upon Purchaser securing financing of the Purchase Price (or any portion thereof) stated in Paragraph 4 of this Agreement, and Purchaser understands and agrees that Purchaser's failure to obtain such financing will not relieve Purchaser of Purchaser's obligations hereunder. Purchaser further understands and agrees that if Purchaser chooses to finance Purchaser's purchase of the Unit through a lending institution and obtain a commitment from such lending institution, neither a subsequent change in the terms of such commitment, the expiration or other termination of such commitment, nor any change in Purchaser's financial status or condition shall release or relieve Purchaser of Purchaser's obligations pursuant to this Agreement.

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

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

33. STRICT COMPLIANCE. Any failure by Sponsor to insist upon the strict performance by Purchaser of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof and Sponsor, 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 Agreement to be performed by Purchaser.

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

35. [PROVISION TO BE ADDED IN THE CASE OF A NON-INDIVIDUAL PURCHASER: A Non- Individual Purchaser must consent to be served in New York and authorize its agent to accept service of process in New York.]

36. FOREIGN GOVERNMENT PURCHASER. Notwithstanding anything to the contrary contained herein, if Purchaser is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity) ("Foreign Government Purchaser"), then such Foreign Government Purchaser shall be required to expressly and voluntarily waive such immunity and consent to any suit, action or proceeding arising out of or relating to this Purchase Agreement or the Condominium Declaration, By-laws or the Rules and Regulations of the Condominium, being brought in any State or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with this Agreement or the Condominium Declaration, By-laws or the Rules and Regulations of the Condominium. Any Foreign Government Purchaser shall designate and authorize a lawful agent within New York State to receive process for and on behalf of the Foreign Government Purchaser in any State or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with the this Agreement or the Condominium Declaration, By-laws or the Rules and Regulations of the Condominium. If Purchaser is a Foreign Government Purchaser, Purchaser shall deposit with the Condominium at closing an amount equal to two (2) years Common Charges with respect to the Unit based on the Condominium budget in effect as of the Closing Date of the Unit which will be in addition to the required contribution to the Working Capital Fund. Purchaser acknowledges that such amount shall increase from time to time as such Common Charges increase, together with the full amount of any Special Assessment levied against, or allocable to, such Unit, as security for the faithful observance by Purchaser of the terms, provisions and conditions of the By-Laws of the Condominium. In the event that, after Closing, such Foreign Government Purchaser defaults in respect of the terms, provisions and conditions of the Declaration, By-Laws or the Rules and Regulations of the Condominium, Purchaser acknowledges that the Board may use, apply or retain the whole or any part of the security so deposited, to the extent required for the payment of any Common Charges or any other sum to which such Foreign Government Purchaser is in default and that, thereafter, the Foreign Government Purchaser shall deposit with the Board the amount so applied or retained so that such Board has the full amount of said security on hand at all times.

37. WAIVER OF JURY. EXCEPT AS PROHIBITED BY LAW, THE PARTIES SHALL, AND THEY HEREBY DO, EXPRESSLY WAIVE TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, OR CONNECTED WITH, OR RELATING TO, THE PLAN THIS AGREEMENT OR THE RELATIONSHIP CREATED HEREBY. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE CLOSING OF TITLE.

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

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

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

41. RULE OF CONSTRUCTION. There shall be no presumption against the draftsman of this Agreement or the Plan.

42. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall bind and inure to the benefit of Purchaser and Purchaser's heirs, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of Sponsor and its successors and assigns.

43. NO ORAL CHANGES. This Agreement cannot be changed or terminated and no provision waived orally. ANY CHANGES OR ADDITIONAL PROVISIONS MUST BE SET FORTH IN A RIDER ATTACHED HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES HERETO OR BY AN AMENDMENT TO THE PLAN.

44. COUNTERPARTS. This Agreement may be executed in multiple counterparts, which taken together shall form a fully executed and binding agreement, and email or facsimile signatures shall be deemed original signatures.

45. PATRIOT ACT. Purchaser has taken, and shall continue to take until the closing of title, such measures as are required by applicable law to assure that the funds used to pay to Sponsor the Purchase Price are derived: (i) from transactions that do not violate United States law nor, to the extent such funds originate outside the United States, do not violate

the laws of the jurisdiction in which they originated; and (ii) from permissible sources under United States law and to the extent such funds originate outside the United States, under the laws of the jurisdiction in which they originated. Purchaser is, and will at closing be, in compliance with any and all applicable provisions of the USA PATRIOT Act of 2001, Pub. L. No. 107-56, the Bank Secrecy Act of 1970, as amended, 31 U.S.C 5312 et. seq., the Trading with the Enemy Act, 50 U.S.C. App. Section 1 et. seq., and the sanction regulations promulgated pursuant thereto by the OFAC, as well as laws relating to prevention and detection of money laundering in 18 U.S.C Sections 1956 and 1957.

[SIGNATURE PAGE FOLLOWS]

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

SPONSOR:

FLUSHING COMMONS PROPERTY OWNER, LLC

By: _____
Name:
Title:

PURCHASER:

_____

Escrow Agent:
Ganfer & Shore, LLP

_____

SCHEDULE A

PERMITTED ENCUMBRANCES

1. Building restrictions and zoning and other regulations, resolutions and ordinances and any amendments thereto now or hereafter adopted.

2. Any state of facts which an accurate survey of the Property would show provided such state of facts would not make title to the Unit uninsurable, except as otherwise permitted herein.

3. The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations, all as set forth in the Declaration, the By Laws and the Rules and Regulations, the Power of Attorney from Purchaser to the Board, and the Floor Plans; as all of the same may be amended from time to time.

4. Consents by Sponsor or any former owner of the Land for the erection of any structure or structures on, under or above any street or streets on which the Property may abut.

5. Any easement or right of use in favor of any utility company for construction, use, maintenance or repair of utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles and other equipment and facilities on, under and across the Property.

6. Revocability of licenses for vault space, if any, under the sidewalks and streets.

7. Encroachments of stoops, areas, cellar steps or doors, trim, copings, retaining walls, bay windows, balconies, sidewalk elevators, fences, fire escapes, cornices, foundations, footings and similar projections, if any, on, over, or under the Property or the streets or sidewalks abutting the Property, and the rights of governmental authorities to require the removal of any such projections and variations between record lines of the Property and retaining walls and the like, if any.

8. Leases and service, maintenance, employment, concessionaire and license agreements, if any, of other Units or portions of the Common Elements.

9. The lien of any unpaid Common Charge, water charge or sewer rent, or vault charge, provided the same are adjusted at the closing of title.

10. The lien of any unpaid assessment payable in installments, except that Sponsor shall pay all such assessments due prior to the Closing Date (with the then current installment to be apportioned as of the Closing Date) and Purchaser shall pay all assessments due from and after the Closing Date.

11. Any declaration or other instrument affecting the Property which Sponsor deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the demolition,

construction, alteration, repair or restoration of the Building.

12. Any encumbrance as to which a New York title insurance company licensed to do business in the State of New York (which insures Purchaser's title to the Unit) would be willing, in a fee policy issued by it to Purchaser to insure Purchaser that such encumbrance (i) will not be collected out of the Unit if it is a lien, or (ii) will not be enforced against the Unit if it is not a lien.

13. Any other encumbrance, covenant, easement, agreement, or restriction against the Property other than a mortgage or other lien for the payment of money, which does not prevent the use of the Unit for residential purposes.

14. Any lease covering the Unit made from Sponsor to Purchaser.

15. Any violation against the Property (other than the Unit) which is the obligation of the Board or another Unit Owner to correct.

16. The title exceptions noted in the Specimen Title Policy attached hereto.

RIDER ANNEXED TO AND FORMING A PART OF THE PURCHASE AGREEMENT FOR UNIT __, _____, FLUSHING, NEW YORK BETWEEN FLUSHING COMMONS PROPERTY OWNER, LLC, SELLER and _____, AS PURCHASER

This **RIDER TO PURCHASE AGREEMENT** ("Rider") is made as of this ___ day of _____, 201_ by and between **FLUSHING COMMONS PROPERTY OWNER, LLC,** as seller ("Seller" or "Sponsor") and _____, as purchaser[s] (the "Purchaser") with respect to the proposed purchase of the Unit located in the building at _____, Flushing, New York (collectively the "Unit" or "Units"), and shall be fully incorporated into and attached to the Purchase Agreement ("Agreement") dated _____.

46. Inconsistent Provisions. In the event of any inconsistency or conflict between (a) the provisions of the printed portion of the Agreement and any other rider thereof, and (b) the Rider, the provisions of this Rider shall be deemed to control and be binding. All capitalized terms not defined in this Rider shall have the meaning ascribed to them in the Agreement.

47. Escrow Provisions.

1. The law firm of Ganfer & Shore, LLP, with an address at 360 Lexington Avenue, New York, New York 10017, telephone number 212-922-9250, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Steven J. Shore, Steven R. Ganfer, Sandra Jacobus, and Matthew J. Leeds. 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 Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

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

3. The Escrow Agent has established the escrow account at M&T Bank, located at 11 West 42nd Street, in the State of New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled "Ganfer & Shore Attorney Escrow Account- for the benefit of the Flushing Commons" or similar title or as otherwise directed by Sponsor (the "Escrow Account"). The Escrow Account is not an IOLA account. The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per depositor, per insured bank, for each account ownership category (e.g., single

account ownership, joint account ownership, etc.). Any deposit combined with the funds of the individual Purchaser in the same bank and ownership category totaling more than $250,000 will not be insured more than the $250,000 maximum. Funds drawn on an out-of-state or foreign bank will not be accepted in payment of any portion of the Purchase Price, unless otherwise agreed to by Sponsor.

4. All Deposits received from Purchaser shall be in the form of official bank check or wired funds, or other instruments, and shall be made payable to or endorsed by Purchaser to the order of Ganfer & Shore, LLP, as Escrow Agent.

5. The interest rate, if any, for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts. Interest shall begin to accrue upon the Bank's deposit of the Deposit and upon receipt of an executed form W-9 and any other documentation requested by the bank from Purchaser. All interest earned thereon shall be paid to or credited to Purchaser at closing. No fees of any kind may be deducted from the Escrow Account, and Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

6. Within five (5) business days after the Purchase Agreement has been tendered to Escrow Agent along with the Deposit, the Escrow Agent shall sign the Purchase Agreement and deliver the Deposit to the bank for deposit into the master Escrow Account. Within ten (10) business days of delivering the Deposit to the Bank, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Deposit has been delivered. The notice shall provide the account number and the initial interest rate to be earned on the Deposit, if any. If no W-9 or W-8 has been received, the funds will remain in the master Escrow Account until the W-9 or W-8 is received, and then such funds shall be transferred to an interest bearing sub-account. All deposits of Purchaser Work Funds shall be initially deposited into the Escrow Account, and released by the Escrow Agent to the Sponsor in accordance with the terms of the Purchase Agreement, to be used by Sponsor to pay for the Purchaser Work.

7. The Escrow Agent is obligated to send notice to Purchaser once the Deposit is delivered to the Bank. If Purchaser does not receive such notice within fifteen (15) business days after tender of the Deposit, he may cancel the Purchase Agreement within thirty (30) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 120 Broadway, 23rd Floor, New York, N.Y. 10271. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely delivered to the Bank in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to Purchaser.

8. All Deposits, except for advances made for Purchaser Work in connection with this Agreement, are and shall continue to be Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per General Business Law Section 352-h.

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

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

(a) pursuant to terms and conditions set forth in the Purchase Agreement in this Paragraph 10 upon closing of title to the Unit; or

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

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

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

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

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

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

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

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

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

13. A fiduciary relationship shall exist between Escrow Agent and Purchaser and Escrow Agent and Sponsor, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to General Business Law Sections 352-e(2-b) and 352(h).

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

15. Sponsor agrees that it shall not interfere with Escrow Agent's performance of any fiduciary duties, or the statutory obligations set forth in General Business Law Sections 352-e(2-b) and 352-(h) and the New York State Department of Law's regulations.

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

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

18. Sponsor agrees to defend, indemnify, and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with this Purchase Agreement or the performance or non-performance of Escrow Agent's duties under this Purchase Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful

disregard of the obligations set forth in this Purchase Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself.

19. Purchaser acknowledges that Escrow Agent may act as attorneys for and represent Sponsor, as the seller in the transaction contemplated herein.

48. Declaration, By-laws, and the Rules and Regulations. Purchaser acknowledges that he has read the Declaration, and all applicable By-laws and all applicable Rules and Regulations and understands that, as a Unit Owner, he will be subject to the terms and provisions thereof. Purchaser acknowledges that the Declaration, By-laws and the Rules and Regulations includes obligations of Unit Owners with respect to their Units and has reviewed these obligations prior to execution of this Agreement. Among other things, pursuant to the By-laws, each Unit Owner is obligated to climatize, heat and cool such Unit Owner's Unit so as to maintain the appropriate temperature in such Unit Owner's Unit in order to avoid causing damage to the Common Elements or the Units, including, without limitation, freezing pipes and damage to the wood floors, moldings, doors, walls, windows, tile grouting, marble surfaces and appliances, among other things. In connection therewith, Unit Owners will be obligated to use their heating and cooling systems and maintain certain temperature and/or moisture levels in accordance with the rules and regulations as may be set by the Board from time to time and in accordance with the procedures required to maintain any warranties in connection with materials included in the Units or Common Elements.

Furthermore, Unit Owners shall also be responsible to maintain all grouting and sealing in bathrooms and showers and kitchens, including but not limited to all tiled and marble surfaces and each Unit Owner is obligated to use and maintain the appliances (including, but not limited to, fireplaces, if any) and equipment contained within the respective Unit and in the Common Elements in accordance with the rules and regulations as may be set by the Board from time to time and in accordance with guidelines as may be set forth in handbooks or manuals or otherwise in accordance with the procedures required to maintain warranties in connection with such appliances and/or equipment. Any contractor used to repair, maintain or otherwise service such appliances and/or equipment must be licensed and certified by the applicable manufacturer to perform such work on the appliances and equipment so as to maintain any warranties in connection therewith. If any repair, maintenance or other service is required for any appliances and/or equipment, the Unit Owner shall contact a licensed and approved contractor to perform such work and shall not contact the Sponsor to perform such repair, maintenance or other service unless the need for such work was caused by a failure by the Sponsor to comply with the terms of the Plan. Purchasers should note that, as with all wood products (including without limitation, wood furniture, cabinetry, floors and molding) wide variations of temperature and humidity can lead to shrinkage and expansion of the wood which in turn may cause damage to any such wood product. Sponsor makes no representation as to the number of times wood floors can be sanded, if at all. Furthermore, Sponsor shall not be responsible for (i) variations in floor level and slight separation between base and floor, (ii) variations in width, length, or tone of wood floor strips or normal shrinkage or expansion of wood flooring due to changes in the moisture content of wood,

or (iii) scratches and dents in flooring.

Unit Owners shall also be responsible to maintain all grouting and sealing in bathrooms and showers and kitchens, including but not limited to all tiled and marble surfaces. There are natural variances in stone and patterns and coloration is not consistent or uniform. Purchasers will not have the right to cancel their Purchase Agreement or to not close on their Unit due to variances in patterns, colors, or minor chips in such stone.

In the event a Unit Owner fails to use or maintain its Unit, including, without limitation, the use and maintenance of all appliances and/or equipment in accordance with the Declaration, By-laws and Law, such Unit Owner shall be liable for any repairs, claims or damages arising from such failure, including, without limitation, any repairs, claims or damages its Unit, other Units or the Common Elements and any claims pertaining to environmental hazards such as mold or other bacterial contamination. Notwithstanding any obligations Sponsor or the Board may have in connection with materials, appliances and/or equipment in the Condominium, neither Sponsor nor the Board shall have any obligations to repair or replace any materials, appliances and/or equipment, if Unit Owners do not abide by the rules and regulations set by the Board or as may be required by applicable warranties in connection therewith.

Purchaser acknowledges and understands the foregoing obligations and shall comply with such obligations, as well as any other obligations included in the Declaration, By-laws and the Rules and Regulations of the Condominium, which may be amended by the Board from time to time.

49. **Insurance.** Purchaser shall be required to carry additional insurance for the Unit in such amounts as may be determined by the Board from time to time and in accordance with the Declaration and By-laws. At Closing, Purchaser shall deliver to Sponsor proof of any such required coverage naming any applicable additional insured parties as may be required by Sponsor or the Board.

50. **[FOR NON-RESIDENTIAL PURCHASERS:] LEED Requirements.** In accordance with the LEED requirements, as set forth in full detail in the Description of Property in Part II of this Plan, Purchaser agrees to the LEED Requirements listed in the LEED Rider attached hereto, including: (i) a commitment to share energy and water usage data, (ii) energy and atmosphere requirements (rules regarding refrigerants), (iii) indoor environmental quality requirements (including ventilation requirements), (iv) controllability of systems/thermal comfort and (v) smoking prohibitions in the Non-Residential Units and the Common Elements of the Building.

51. **Full Force and Effect**. Except as set forth in this Rider, all the terms and conditions of the Agreement remain unchanged and in full force and effect.

[SIGNATURE PAGE FOLLOWS]

AGREED AND ACCEPTED:

SPONSOR:

FLUSHING COMMONS PROPERTY OWNER, LLC

By: _____
Name:
Title:

PURCHASER:

_____
, Purchaser

Escrow Agent

Ganfer & Shore, LLP

_____

STORAGE BIN RIDER TO AGREEMENT

RE: _____ ("Purchaser")
Storage Bin No. ___
Flushing Commons, Residential Unit No. ___

_____
Flushing, New York _____

THIS RIDER TO AGREEMENT made as of the ____ day of _____, 20__ by and between Flushing Commons Property Owner, LLC, a Delaware limited liability company authorized to do business in the State of New York, having an office at 1221 Avenue of the Americas, 17th Floor, New York, New York 10020 ("Sponsor") and _____, having an address at _____ ("Purchaser").

W I T N E S S E T H:

1. This rider ("Rider") amends and modifies that certain purchase agreement ("Agreement") by and between Sponsor and Purchaser with respect to the above referenced Residential Unit ("Unit") in the condominium known as Flushing Commons (the "Condominium") located at _____, Flushing, New York. In case of any inconsistencies between any of the terms and conditions of the Agreement, including any handwritten modifications thereto, and the terms and conditions of this Rider, the terms and conditions of this Rider shall prevail. All of the paragraphs and provisions contained in this Rider are incorporated into the Agreement and made a part thereof with the same force and effect as if therein originally contained.

2. (a) Upon and subject to the terms and conditions set forth in this Rider, Sponsor agrees to sell and grant, and Purchaser agrees to purchase, a license to use a storage space designated as Storage Bin No. __ ("Storage Bin") simultaneously with the closing of title to the Unit. The license to use the Storage Space ("Storage Bin License") shall be substantially in the form set forth in Part II of the Condominium Offering Plan. The purchase price for the Storage Bin License is $_____ ("Storage Bin Price") which is separate from and in addition to the Purchase Price for the Unit and the initial monthly license fee ("Fee") for the Storage Bin will be $__. Purchaser acknowledges and agrees that the Storage Bin Price and Fee are separate from and in addition to the Purchase Price for the Unit. Purchaser further acknowledges and agrees that the Fee is subject to change and will vary based on certain factors. Purchaser shall be responsible for the payment of transfer and other taxes, if any, that are associated with the Storage Bin License.

(b) The Storage Bin Price and the Fee for the first month of the Storage Bin License shall be paid at the closing of title to the Unit by Purchaser delivering a good certified check of Purchaser or official bank check payable to Sponsor or such other party as Sponsor may designate upon not less than two (2) days notice. Purchaser shall be responsible for the payment of transfer and other taxes, if any, that are associated with the Storage Bin License.

(c) Until closing of title to the Unit, at which time Purchaser obtains rights to a specific Storage Bin, Sponsor shall have the right to change the designated Storage Bin allocated to the Purchaser under this Rider.

(d) A default by Purchaser under this Rider shall constitute a default under the Agreement for the Unit and, similarly, any default by Purchaser under the Agreement for the Unit shall constitute a default under this Rider, entitling Sponsor to those remedies as more fully described in the Agreement and the Plan.

(e) Purchaser acknowledges and agrees that the Storage Bin may not be ready for use and/or occupancy at the time of the closing of title to the Unit. Notwithstanding any delay in completion of the Storage Bin, Purchaser will still be required to close title to the Unit and pay the balance of the Unit's Purchase Price as well as the Storage Bin Price at the originally scheduled closing. However, if at the time of closing the Storage Bin is not completed, the Storage Bin Price and the Storage Bin License will be placed in escrow. Upon notification from Sponsor that the Storage Bin is available for use, Escrow Agent shall release the Storage Bin Price to Sponsor with interest earned thereon, if any, and shall deliver the Storage Bin License to Purchaser.

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

IN WITNESS WHEREOF, the parties have executed this Rider as of the date written below.

DATE: _____
(To be inserted by Sponsor after countersignature by Sponsor)

SPONSOR:

FLUSHING COMMONS PROPERTY OWNER, LLC

By: _____
, Manager

PURCHASER:

_____

LEED RIDER

All Non-Residential Purchasers must comply with the following requirements:

1. **Must Commit to Sharing Energy and Water Usage Data**

"I commit to sharing with USGBC and/or GBCI all available actual energy and water usage data within owner space. This commitment will start upon certification acceptance or on the date that the LEED project begins typical physical occupancy and will continue for at least 5 years. I understand that sharing this data includes supplying information on a regular basis in a free, accessible, and secure online tool, OR allowing USGBC to access the whole-project metering facility where such meters are in place, OR taking any action necessary to authorize USGBC, GBCI or their designee to collect project information directly from service or utility providers. I will use reasonable efforts to ensure that this commitment carries forward in the event that the building or space changes ownership or lessee.

Furthermore, I understand that the purpose of data collection is only for research and to aid in improving the LEED program. I understand that any whole-project energy and water usage data that is made publicly available shall be presented in an aggregate form with no identifying project-specific characteristics.

Furthermore, I understand that if my project does not have meters in place that measure energy and/or water usage for the entire LEED certified gross floor area, I will not be required to supply energy and/or water usage data unless and until such meters are installed. I understand that if the LEED project is altered, sold, assigned or otherwise transferred in such a way that the data for the original LEED project becomes impractical to collect, I will no longer be required to provide the data or provide access to the data."

2. **Energy & Atmosphere (EA) Prerequisite 3: Fundamental Refrigerant Management**

The owner sales agreement shall contain language specifying performance requirements as follows:

"Zero use of CFC-based refrigerants in all tenant-installed new mechanical cooling equipment as well as comprehensive CFC phase-out conversion requirements for all existing mechanical cooling equipment, such that spaces within the scope of anticipated tenant work shall comply with the requirements of EA Prerequisite 3 when completed.

EA Prerequisite 3 Requirements:

Zero use of chlorofluorocarbon (CFC)-based refrigerants in new base building heating, ventilating, air conditioning and refrigeration (HVAC&R) systems. When reusing existing base building HVAC equipment, complete a comprehensive CFC phase-out conversion prior to project completion. Phase-out plans extending beyond the project completion date will be considered on their merits.

Existing small HVAC units (defined as containing less than 0.5 pounds (228 grams) of refrigerant) and other equipment, such as standard refrigerators, small water coolers and any other equipment that contains less than 0.5 pounds (228 grams) of refrigerant, are not considered part of the base building system and are not subject to the requirements of this prerequisite."

3. Energy & Atmosphere (EA) Credit 4: Enhanced Refrigerant Management

The owner sales agreement shall contain language specifying performance requirements as follows:

"Zero use of refrigerants OR the minimum performance criteria for refrigerants in all tenant-installed new or existing mechanical cooling equipment, such that spaces within the scope of anticipated tenant work shall comply with the requirements of EA Credit 4 when completed.

Zero use of ozone depleting substances in all tenant-installed fire suppression systems, such that spaces within the scope of anticipated tenant work shall comply with the requirements of EA Credit 4 when completed.

EA Credit 3 Requirements:

OPTION 1
Do not use refrigerants.

OR
OPTION 2
Select refrigerants and heating, ventilating, air conditioning and refrigeration (HVAC&R) that minimize or eliminate the emission of compounds that contribute to ozone depletion and global climate change. The base building HVAC&R equipment must comply with the following formula, which sets a maximum threshold for the combined contributions to ozone depletion and global warming potential:

$$\frac{LCGWP}{} + \frac{LCODP}{} \times 10^5 \leq 100$$

Small HVAC units (defined as containing less than 0.5 pounds of refrigerant) and other equipment, such as standard refrigerators, small water coolers and any other cooling equipment that contains less than 0.5 pounds of refrigerant, are not considered part of the base building system and are not subject to the requirements of this credit.

Do not operate or install fire suppression systems that contain ozone-depleting substances such as CFCs, hydrochlorofluorocarbons (HCFCs) or halons."

4. **Indoor Environmental Quality (IEQ) Prerequisite 1: Minimum Indoor Air Quality Performance**

The owner sales agreement shall contain language specifying performance requirements as follows:

"CASE 1. MECHANICALLY VENTILATED SPACES
Mechanical ventilation systems must be designed using the ventilation rate procedure as defined by ASHRAE 62.1-2007, or the applicable local code, whichever is more stringent.

ASHRAE STANDARD 62.1-2007
Meet the minimum requirements of Sections 4 through 7 of ASHRAE Standard 62.1-2007, Ventilation for Acceptable Indoor Air Quality (with errata but without addenda).

OR

CASE 2. NATURALLY VENTILATED SPACES
Naturally ventilated spaces must comply with ASHRAE Standard 62.1-2007, Paragraph 5.1 (with errata but without addenda). "

5. **Indoor Environmental Quality (IEQ) Prerequisite 2: Environmental Tobacco Smoke (ETS) Control**

The owner sales agreement shall contain language specifying performance requirements as follows:

"Smoking is prohibited within 25 feet of entries, outdoor air intakes, and operable windows. Smoking is prohibited in the commercial tenant space and all common areas of the project building."

6. **Indoor Environmental Quality (IEQ) Credit 1: Outdoor Air Delivery Monitoring**

The owner sales agreement shall contain language specifying performance requirements as follows:

"Install permanent monitoring systems to ensure that ventilation systems maintain design minimum requirements. Configure all monitoring equipment to generate an alarm when the airflow values or carbon dioxide (CO_2) levels vary by 10% or more from the design values via either a building automation system alarm to the building operator or a visual or audible alert to the building occupants.

AND

CASE 1. MECHANICALLY VENTILATED SPACES

Monitor CO_2 concentrations within all densely occupied spaces i.e., those with a design occupant density of 25 people or more per 1,000 square feet (95 square meters). CO_2 monitors must be between 3 and 6 feet (between 1 and 2 meters) above the floor.
Provide a direct outdoor airflow measurement device capable of measuring the minimum outdoor air intake flow with an accuracy of plus or minus 15% of the design minimum outdoor air rate, based on the value determined in IEQ Prerequisite 1: Minimum Indoor Air Quality Performance, for mechanical ventilation systems where 20% or more of the design supply airflow serves non-densely occupied spaces.

CASE 2. NATURALLY VENTILATED SPACES

Monitor CO_2 concentrations within all naturally ventilated spaces. CO_2 monitors must be between 3 and 6 feet feet (between 1 and 2 meters) above the floor. One CO_2 sensor may be used to monitor multiple nondensely occupied spaces if the natural ventilation design uses passive stack(s) or other means to induce airflow through those spaces equally and simultaneously without intervention by building occupants."

7. Indoor Environmental Quality (IEQ) Credit 6: Controllability of Systems – Thermal Comfort

The owner sales agreement shall contain language specifying performance requirements as follows:

"Provide individual comfort controls for 50% (minimum) of the building occupants to enable adjustments to meet individual needs and preferences. Operable windows may be used in lieu of controls for occupants located 20 feet inside and 10 feet to either side of the operable part of a window. The areas of operable window must meet the requirements of ASHRAE Standard 62.1-2007 paragraph 5.1 Natural Ventilation (with errata but without addenda[2]).

Thermal comfort is defined according to the four primary comfort criteria identified by ASHRAE 55-2004: air temperature, radiant temperature, air speed and humidity. A comfort control meeting these requirements need only to address one of these four. Common ways to meet the requirements may include (although not limited to), installing radiators panels with individual temperature controls, thermostat, or adjustable local air diffusers.

You are required to provide comfort system controls for all shared multi-occupant spaces to enable adjustments that meet group needs and preferences. A shared multi-occupant space is defined as such, conference rooms, classrooms and other indoor spaces used as a place of congregation for presentations, trainings, etc. Individuals using these spaces share the lighting and temperature controls and they should have, at a minimum, a separate zone with accessible thermostat and an air-flow control. Group multi-occupant spaces do not include open office plans that contain individual workstations."

INTERIM LEASE AGREEMENT

AGREEMENT OF INTERIM LEASE, dated as of the ___ day of _____ 20___, by and between **Flushing Commons Property Owner, LLC,** with an address at 1221 Avenue of the Americas, 17th Floor, New York, New York 10020 ("Sponsor" or "Lessor") and _____, with an address at _____ (the "Purchaser" or "Lessee").

WITNESSETH:

WHEREAS, Sponsor and Lessee have entered into a Purchase Agreement, dated _____ (the "Contract") pursuant to which Sponsor agrees to sell and Purchaser agrees to purchase the Condominium Unit No. _____ (the "Unit") located at 37-10 37th Avenue, Flushing, New York _____ (the "Building"); and

WHEREAS, Lessee is desirous of leasing the Unit from Sponsor on an interim basis until such time as the closing of title to the Unit occurs ("Closing") pursuant to the Contract;

NOW, THEREFORE, for and in consideration of the agreements herein set forth, the parties covenant and agree as follows:

1. **Term**: The term of this Agreement shall commence as of _____(the "Commencement Date") and shall terminate on the earliest of: (a) the date of the Closing; or (b) _____.

2. **Unit Rent**: The Lessee hereby covenants and agrees to pay to Sponsor during the term hereof, the monthly rent of _____**($_____) dollars** payable in advance in equal monthly installments, on the first (1st) day of each and every calendar month during the term, or in the event of a partial month, a pro rata share. If Lessee closes in accordance with the Contract and is not otherwise in default of the Contract or this Interim Lease, then Lessee shall receive a credit against the purchase price at closing equal to the Unit's per diem rate of common charges and real estate tax for the amount of days Lessee occupied the Unit under the terms of this Interim Lease.

5. **Use of the Unit**: Lessee may use the Unit only as for its designated use as stated in the Offering Plan and Condominium Declaration, and for no other purposes. The Lessee shall use and occupy the Unit in a manner not inconsistent with the terms of the Condominium Documents (defined hereafter).

6. **Utilities**: Upon taking possession of the Unit, Lessee shall be responsible for all utilities and shall open accounts in Lessee's name.

7. **Declaration and By-Laws**: This Agreement is in all respects subject to the terms and conditions of the Declaration and various By-Laws of Flushing Commons (the "Condominium Documents"), Lessee assumes and hereby agrees that Lessee shall duly and promptly keep, observe and perform each and every term, condition, covenant and provision of

the Condominium Documents required of the unit owners thereunder other than payment of common charges, from and after the date for the commencement of the term of this Agreement.

Except insofar as the same are specifically modified by this Agreement, all of the terms, covenants, conditions and provisions of the Condominium Documents are incorporated herein and made a part hereof and such rights and obligations as are contained in the Condominium Documents are imposed upon and hereby assumed by the respective parties hereto. Lessee covenants and agrees that they will indemnify, defend and hold harmless Sponsor and its successors and assigns, from and against any and all loss, damage, claim or expense arising from a breach, default or failure to perform on the part of the Lessee with respect to any of the covenants, agreements, obligations, terms or conditions of this Agreement and/or of said Condominium Documents.

8. **Furnishings and Fixtures**: Lessee agrees that they will take good care of the fixtures and appliances contained in the Unit, if any, and will, at their own cost and expense, maintain and repair the fixtures and appliances that may become damaged or defective during the term of this Agreement, in the event said maintenance and repairs are not the responsibility of the Condominium pursuant to the Condominium Documents

10. **No Assignment or Sublease**: Lessee covenants and agrees not to assign any right pursuant hereto, including without limitation any sublease or partial sublease, without first obtaining the written consent of Sponsor which may be withheld for any or no reason. Lessee expressly acknowledges that the provisions of Section 226(b) of the Real Property Law are not applicable to this Agreement.

11. **Default**: Lessee covenants and agrees that in the event they shall default in the performance of any of the terms, covenant and conditions of this Agreement or of the Condominium Documents (including, without limitation, any Rules and Regulations promulgated thereunder), Sponsor shall be entitled to exercise any and all of the rights and remedies to which they are entitled by law and also any and all of the rights and remedies specifically provided for in this Agreement, including, without limitation, the immediate termination of this Agreement.

12. **Cross Default**: The parties hereto acknowledge that Sponsor was induced to enter into this Agreement because of Lessee's execution of the Contract. It is understood and agreed that in the event that Lessee fails to close due to Lessee's default under the Contract and this Agreement, then this Agreement shall terminate immediately and Sponsor shall be entitled to retain the Down Payment as liquidated damages pursuant to the terms of the Contract and this Agreement.

Any default by Lessee under the Contract shall constitute a default under this Agreement.

13. **Condition of Unit**: If this Agreement is terminated either as a result of a default by Lessee or the termination of Contract by Sponsor or Lessee, then Lessee shall immediately vacate the Unit and deliver possession of the Unit to Sponsor, vacant, free of leases and tenancies

and in broom clean condition with all appliances in working order and all Lessee's furniture and fixtures removed.

14. **Notices**: Any notice under the provisions of this Agreement shall be deemed properly given if sent in writing by hand or overnight delivery (such as Federal Express or Express Mail) addressed to the Lessee at the Unit. Any notice to Sponsor hereunder shall be deemed properly given if sent in writing by hand or overnight delivery addressed to Sponsor with a copy sent in like manner to Ganfer & Shore, LLP, 360 Lexington Avenue, 13th Floor New York, New York 10017, Attn: Matthew Leeds, Esq.

15. **Successors & Assigns**: The terms, covenants and provisions contained herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

16. **No Rent Stabilization**: The Lessee recognizes and agrees that this Agreement is not subject to rent stabilization, rent control or the benefit of any other rent law.

17. **Insurance**: During the term of this Agreement, Lessee, at its sole cost and expense, shall provide and maintain liability insurance and property damage insurance with minimum coverage for each in the amount of $_____.00, and shall cause Sponsor to be included as an additional insured in said policies. Lessee shall furnish to Sponsor a certificate of insurance confirming that all such insurance is in effect.

18. **Unit Delivered "As Is"**: For the purposes of this Agreement and the Contract, Lessee shall take the Unit in "as is" condition as of the date this Agreement.

19. **Change in Terms and Conditions**: This Agreement can only be changed by an agreement in writing signed by the parties hereto.

20. **Damages & Use and Occupancy**: Lessee recognizes and agrees that in the event Lessee holds over in the Unit, such holdover will cause Sponsor to be unable to sell or rent the Unit. Accordingly, in addition to all of Sponsor's other rights and remedies hereunder, Sponsor shall be entitled to collect as use and occupancy for the Unit during the term of any holdover, a sum equal to **$_____ per month** thereafter provided however that nothing contained herein is intended to permit Lessee to remain in possession after the termination of this Agreement.

21. **Conflicts Between Interim Lease and Plan**: In the event any conflict exists between this Interim Lease and the Offering Plan, the terms of the Offering Plan shall govern.

IN WITNESS WHEREOF, Sponsor and Lessee herein have duly executed this instrument the day and year first above written.

[SIGNATURE PAGE FOLLOWS]

SPONSOR:
Flushing Commons Property Owner, LLC

By: _____
Name:
Title:

LESSEE:

_____

EXHIBIT B

INSPECTION STATEMENT

THIS PAGE INTENTIONALLY LEFT BLANK

INSPECTION STATEMENT

Date: _____

Flushing Commons Property Owner, LLC
1221 Avenue of the Americas, 17th Floor
New York, New York 10020

Re: Unit #_____
Flushing Commons
37-10 37th Avenue, Flushing, New York

Gentlemen:

This is to confirm that, based upon the undersigned's personal inspection of the above-referenced Unit, I (we) have found the Unit, its floors, walls, doors, fixtures, appliances, equipment, hardware and all other items listed below to be in good and satisfactory condition, free of chips, mars, scratches, breaks or other defects, except for those matters (if any) expressly noted below under "Exceptions" requiring repair, adjustment or correction:

Item		**Exceptions (if any)**	**Purchaser(s) Initials**
1.	Unit Interior	_____	_____
	(a) Walls	_____	_____
	(b) Floors	_____	_____
	(c) Ceilings	_____	_____
	(d) Windows: glass, sash, panes, sills, etc.	_____	_____
	(e) Doors	_____	_____
	(f) Electric Fixtures	_____	_____
	(g) Painted Surfaces	_____	_____
	(h) Kitchen Cabinets	_____	_____
	(i) Appliances	_____	_____
	(j) Kitchen Sink	_____	_____
	(k) Medicine Cabinets, doors and mirrors	_____	_____
	(l) Bathroom Sinks	_____	_____
	(m) Water Closet	_____	_____
	(n) Bathtubs	_____	_____
	(o) Shower Doors	_____	_____

(p) Bathroom Tile _____ _____
(q) Hardware: doorbell, doorknob, faucets, locks, etc. _____ _____
(r) Other _____ _____

2. General Operating Conditions
(a) All Doors _____ _____
(b) All Windows _____ _____
(c) All Plumbing _____ _____
(d) All Hardware _____ _____
(e) Other _____ _____

I (we) understand that to prevent pilferage, certain items such as cabinet doors, shower heads, toilet seats and towel bars will be installed just prior to the date I (we) move in.

The undersigned will sign and deliver to you a separate statement signifying my (our) satisfaction with each item excepted above (if any), immediately upon the completion of the repair, adjustment or correction of same. The undersigned understands and agrees that you shall not be obligated to make any repairs, adjustments or corrections to the Unit or any portion thereof or its fixtures, appliances, equipment, etc., contained therein, from or after the date of delivery of possession of the Unit to the undersigned, except as to those items (if any) expressly excepted above (and your obligation regarding any such excepted items shall cease upon the completion of the repair, adjustment or correction of same).

Very truly yours,

_____
Purchaser's Signature

_____
Purchaser's Signature

FLUSHING COMMONS PROPERTY OWNER, LLC

By: _____
Name:
Title:

B-2

EXHIBIT C

UNIT POWERS OF ATTORNEY

THIS PAGE INTENTIONALLY LEFT BLANK

Unit Power Of Attorney To Master Board

UNIT OWNER'S POWER OF ATTORNEY

TO

THE MASTER BOARD OF FLUSHING COMMONS

Flushing Commons
37-10 37th Avenue
Flushing, New York
Unit: _____

County: Queens
Section:
Block:
Lot:

Record and Return To:

First Service Residential New York, Inc.
622 Third Avenue
New York, New York 10017

UNIT POWER OF ATTORNEY
TO MASTER BOARD

Terms used in this Unit Power of Attorney which are used (a) in the declaration (the "Declaration") submitted by Flushing Commons Property Owner, LLC ("Declarant") establishing a plan for condominium ownership of the premises known as Flushing Commons and by the street number 37-10 37th Avenue, Flushing, New York _____ under Article 9-B of the Real Property Law of the State of New York, dated _____, and recorded in the _____ County Office of the Register of The City of New York on _____, as CRFN #_____, (which Declaration and amendments are hereinafter collectively referred to as the "Declaration") or (b) in the Master By-Laws of Flushing Commons (the "By-Laws") attached to, and recorded together with, the Declaration, shall have the same meanings in this Power of Attorney as in the Declaration or the By-Laws.

The undersigned, _____, residing at 37-10 37th Avenue, Flushing, New York, the Owner of the Condominium Unit (hereinafter referred to the "Undersigned's Unit") known as Unit No. _____ at the Condominium known as Flushing Commons, said Unit being designated and described as Unit No. _____ in the Declaration and also designated as Tax Lot ___ in Block __ of the Borough of Queens on the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plans, does hereby irrevocably nominate, constitute and appoint the persons who may from time to time constitute the Condominium's Master Board of Managers (the "Master Board") true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as members of the Master Board or in the name of their designee (corporate or otherwise), on behalf of all Unit Owners, in accordance with the Unit Owners' respective Common Interests, subject to the provisions of the Master By-Laws then in effect (1) (a) to acquire or lease any Unit, together with its Appurtenant Interests, from any Unit Owner desiring to sell, convey, transfer, assign, or lease the same; (b) to acquire any Unit, together with its Appurtenant Interests, whose owner elects to surrender the same pursuant to the terms of paragraph _ of the Master By-Laws; (c) to acquire any Unit, together with its Appurtenant Interests, that becomes the subject of a foreclosure or other similar sale, on such terms and (with respect to any transfer pursuant to the terms of subdivision (a) or (c) of this paragraph) at such price or at such rental, as the case may be, as said attorneys-in-fact shall deem proper, and thereafter to convey, sell, lease, mortgage, or otherwise deal with (but not vote the interest appurtenant to) any such Unit 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 said attorneys-in-fact the power to do all things in said premises that the undersigned could do if the undersigned were personally present; and (2) to execute, acknowledge and deliver (i) any declaration or other instrument affecting the Condominium that the Master Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution, or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Condominium; or (ii) any consent, covenant, restriction, easement, or declaration, or any amendment thereto, affecting the Condominium or the General Common Elements, that the Master Board deems necessary or appropriate; and (3) to contest the assessed valuation allocated to the Unit or the Property on behalf of any Unit Owner and to settle such contest on such terms as the Master

Board deems appropriate.

The acts of a majority of such persons constituting the Master Board shall constitute the acts of said attorneys-in-fact.

The Undersigned does hereby irrevocably nominate, constitute and appoint (until such date as the Sponsor or its designee no longer owns any Unsold Units under the Plan) Flushing Commons Property Owner, LLC (hereinafter referred to as "Sponsor") as attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, to amend from time to time said Declaration, Master By-Laws and the Master 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 10 of the Declaration, or (2) shall be required by (a) an Institutional lender designated by Sponsor to make a mortgage loan secured by a mortgage on any Unit, (by any governmental agency having regulatory jurisdiction over the Condominium, or (b) any title insurance company selected by Sponsor to insure title to any Unit, provided, however, that any amendment made pursuant to the terms of subdivision (1) or (2) of this paragraph shall not (i) change the Common Interest of the Undersigned's Unit, (ii) require a material, physical modification to the Undersigned's Unit, or require a material, physical modification to the Common Elements serving 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) or the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment. The terms, covenants and conditions contained in, and the powers granted pursuant to, this paragraph shall remain in full force and effect until such time as the Sponsor or its designees shall cease to own any of the Units in the Condominium.

IN WITNESS WHEREOF, the Undersigned has executed this Unit Owner's Power of Attorney as of this ____ day of _____, 20____.

_____

_____

Acknowledgement

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the ___ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and he/she/they 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(s) upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the ___ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and he/she/they 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(s) upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Unit Power Of Attorney To Residential Board

UNIT OWNER'S POWER OF ATTORNEY

TO

THE RESIDENTIAL BOARD OF FLUSHING COMMONS

Flushing Commons
37-10 37th Avenue
Flushing, New York
Unit: _____

County: Queens
Section:
Block:
Lot:

Record and Return To:

First Service Residential New York, Inc.
622 Third Avenue
New York, New York 10017

UNIT POWER OF ATTORNEY

The undersigned, _____, residing at 37-10 37th Avenue, Flushing, New York, the Owner of the Condominium Unit (hereinafter referred to the "Undersigned's Unit") known as Unit No. _____ at the Condominium known as Flushing Commons, said Unit being designated and described as Unit No. _____ in the Declaration and also designated as Tax Lot ___ in Block __ of the Borough of Queens on the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plans, does hereby irrevocably nominate, constitute and appoint the persons who may from time to time constitute the Residential Board true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as members of the Residential Board or in the name of their designee (corporate or otherwise), on behalf of all Residential Unit Owners, in accordance with the Residential Unit Owners' respective Common Interests, subject to the provisions of the Residential By-Laws then in effect (1) (a) to acquire or lease any Residential Unit, together with its Appurtenant Interests, from any Residential Unit Owner desiring to sell, convey, transfer, assign, or lease the same; (b) to acquire any Residential Unit, together with its Appurtenant Interests, whose owner elects to surrender the same pursuant to the terms of paragraph_, of the Residential By-Laws; (c) to acquire any Residential Unit, together with its Appurtenant Interests, that becomes the subject of a foreclosure or other similar sale, on such terms and (with respect to any transfer pursuant to the terms of subdivision (a) or (c) of this paragraph) at such price or at such rental, as the case may be, as said attorneys-in-fact shall deem proper, and thereafter to convey, sell, lease, mortgage, or otherwise deal with (but not vote the interest appurtenant to) any such Residential Unit so acquired by them, or to sublease any Residential Unit so leased by them, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in said premises that the undersigned could do if the undersigned were personally present; and (2) to execute, acknowledge and deliver (i) any declaration or other instrument affecting the Condominium that 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 Condominium; or (ii) any consent, covenant, restriction, easement, or declaration, or any amendment thereto, affecting the Residential Section or the Residential Common Elements, that the Residential Board deems necessary or appropriate; and (3) to contest the assessed valuation allocated to the Unit or the Property on behalf of any Residential Unit Owner and to settle such contest on such terms as the Residential Board deems appropriate.

The acts of a majority of such persons constituting the Residential Board shall constitute the acts of said attorneys-in-fact.

The undersigned does hereby irrevocably nominate, constitute and appoint (until such date as the Sponsor or its designee no longer owns any Unsold Units under the Plan) Flushing Commons Property Owner LLC (hereinafter referred to as "Sponsor") as attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, to amend from time to time said Declaration, By-Laws and the Rules and Regulations of the said 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 10 of the Declaration, or (2) shall be required by (a) an Institutional lender designated by Sponsor to make a mortgage loan secured by a mortgage on any Unit, (by any governmental agency having regulatory jurisdiction over the Condominium, or (b) any title insurance company selected by Sponsor to insure title to any Unit, provided, however, that any amendment made pursuant to the terms of subdivision (1) or (2) of this paragraph shall not (i) change the Common Interest of the Undersigned's Unit, (ii) require a material, physical modification to the Undersigned's Unit, or require a material, physical modification to the Common Elements serving 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) or the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment. The terms, covenants and conditions contained in, and the powers granted pursuant to, this paragraph shall remain in full force and effect until such time as the Sponsor or its designees shall cease to own any of the Units in the Condominium.

IN WITNESS WHEREOF, the undersigned has executed this Unit Owner's Power of Attorney as of this ____ day of _____, 20____.

_____

_____

Acknowledgement

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the ___ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and he/she/they 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(s) upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the ___ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and he/she/they 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(s) upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Unit Power Of Attorney To Office Board

UNIT OWNER'S POWER OF ATTORNEY

TO

THE OFFICE BOARD OF
FLUSHING COMMONS

Flushing Commons
37-10 37th Avenue
Flushing, New York
Unit: _____

County: Queens
Section:
Block:
Lot:

Record and Return To:

First Service Residential New York, Inc.
622 Third Avenue
New York, New York 10017

UNIT POWER OF ATTORNEY

The undersigned, _____, residing at 37-10 37th Avenue, Flushing, New York, the Owner of the Condominium Unit (hereinafter referred to the "Undersigned's Unit") known as Unit No. _____ at the Condominium known as Flushing Commons, said Unit being designated and described as Unit No. _____ in the Declaration and also designated as Tax Lot ___ in Block __ of the Borough of Queens on the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plans, does hereby irrevocably nominate, constitute and appoint the persons who may from time to time constitute the Office Board true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as members of the Office Board or in the name of their designee (corporate or otherwise), on behalf of all Office Unit Owners, in accordance with the Office Unit Owners' respective Common Interests, subject to the provisions of the Office By-Laws then in effect (1) (a) to acquire or lease any Office Unit, together with its Appurtenant Interests, from any Office Unit Owner desiring to sell, convey, transfer, assign, or lease the same; (b) to acquire any Office Unit, together with its Appurtenant Interests, whose owner elects to surrender the same pursuant to the terms of paragraph ___, of the Office By-Laws; (c) to acquire any Office Unit, together with its Appurtenant Interests, that becomes the subject of a foreclosure or other similar sale, on such terms and (with respect to any transfer pursuant to the terms of subdivision (a) or (c) of this paragraph) at such price or at such rental, as the case may be, as said attorneys-in-fact shall deem proper, and thereafter to convey, sell, lease, mortgage, or otherwise deal with (but not vote the interest appurtenant to) any such Office Unit so acquired by them, or to sublease any Office Unit so leased by them, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in said premises that the undersigned could do if the undersigned were personally present; and (2) to execute, acknowledge and deliver (i) any declaration or other instrument affecting the Condominium that the Office Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution, or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Condominium; or (ii) any consent, covenant, restriction, easement, or declaration, or any amendment thereto, affecting the Office Section or the Office Common Elements, that the Office Board deems necessary or appropriate; and (3) to contest the assessed valuation allocated to the Unit or the Property on behalf of any Office Unit Owner and to settle such contest on such terms as the Office Board deems appropriate.

The acts of a majority of such persons constituting the Office Board shall constitute the acts of said attorneys-in-fact.

The undersigned does hereby irrevocably nominate, constitute and appoint (until such date as the Sponsor or its designee no longer owns any Unsold Units under the Plan) Flushing Commons Property Owner LLC (hereinafter referred to as "Sponsor") as attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, to amend from time to time said Declaration, By-Laws and the Rules and Regulations of the said 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 10 of the Declaration, or (2) shall be required by (a) an Institutional lender designated by Sponsor to make a mortgage loan secured by a mortgage on any Unit, (by any governmental agency having regulatory jurisdiction over the Condominium, or (b) any title insurance company selected by Sponsor to insure title to any Unit, provided, however, that any amendment made pursuant to the terms of subdivision (1) or (2) of this paragraph shall not (i) change the Common Interest of the Undersigned's Unit, (ii) require a material, physical modification to the Undersigned's Unit, or require a material, physical modification to the Common Elements serving 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) or the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment. The terms, covenants and conditions contained in, and the powers granted pursuant to, this paragraph shall remain in full force and effect until such time as the Sponsor or its designees shall cease to own any of the Units in the Condominium.

IN WITNESS WHEREOF, the undersigned has executed this Unit Owner's Power of Attorney as of this ____ day of _____, 20____.

_____

_____

Acknowledgement

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the ___ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and he/she/they 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(s) upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the ___ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and he/she/they 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(s) upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT D

CONDOMINIUM UNIT DEEDS

Residential Unit Deed

CONDOMINIUM RESIDENTIAL UNIT DEED

THIS INDENTURE, made as of the ____ day of _____, 20____, between **Flushing Commons Property Owner, LLC**, a Delaware limited liability company, having an office at 1221 Avenue of the Americas, 17th Floor, New York, New York 10020 (hereinafter referred to as the "Grantor"), and _____, residing at 37-10 37th Avenue, Unit ____, Flushing, New York, (hereinafter referred to as the "Grantee").

W I T N E S S E T H:

That the Grantor, in consideration of Ten ($10.00) Dollars and other good and 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 Condominium Unit known as Unit No. ____ together with a _____% undivided interest in the Common Elements of Flushing Commons, also known by the street number 37-10 37th Avenue, Flushing, New York, New York, said Unit being designated and described by the above unit number in the Declaration establishing a plan for condominium ownership of said premises under Article 9B of the Real Property Law (hereinafter referred to as the "New York Condominium Act"), upon which the Building is situated, which declaration was executed on _____, 20___ and recorded in the _____ County Office of the Register of the City of New York (the "City Register's Office") on _____, 20___, under CRFN _____ (which declaration and amendments thereto are hereinafter collectively referred to as the "Declaration"), and also designated as Tax Lot _____ in Block _____ of the Borough of Queens on the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plans of said Building, certified by Perkins Eastman, Registered Architects on _____, 20____, and filed with the Real Property Assessment Department of the City of New York as Condominium Plan No. ____ and also filed in the City Register's Office on _____, 20____ as Condominium Map at CRFN _____. The land on which the building containing the Unit is located is bounded and described as on schedule "A" annexed hereto.

Together with an undivided _____**%** interest in the Common Elements (as such term is defined in the Declaration);

Together with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration, the Master By-Laws and the Residential By-Laws of the Flushing Commons, as the same may be amended from time to time (hereinafter collectively referred to as the "By-Laws"), all of which shall constitute covenants running with the Land and

shall bind the person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein;

Subject also to such other liens, agreements, covenants, easements, restrictions, consents and other matters of record as pertain to the Unit, to the Land and/or to the Building (which Land and Building are hereinafter collectively referred to as the "Property");

Subject also to the restrictions and provisions set forth in the (i) Declaration of General Large Scale Development, dated as of December 30, 2013 and recorded on January 14, 2014 as CRFN 2014000017007 (the "GLSD") which sets forth certain requirements with respect to the construction, maintenance, repair and operation of the Open Space; (ii) a Restrictive Declaration – Parking ("Parking Restrictive Declaration"), dated as of December 30, 2013 and recorded on January 14, 2014 as CRFN 201400017009 in the "Clerk's Office" which discusses parking restrictions; and (iii) a Department of Environmental Protection Declaration, dated as of December 30, 2013 and recorded on January 14, 2014 as CRFN 201400017008 in the Clerk's Office which discusses environmental restrictions; all of which shall constitute covenants running with the Land and shall bind the person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein;

As the same may be amended from time to time (hereiafter collectively referred to as the "Additional Declarations"), all of which shall constitute covenants running with the Land and shall bind the person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein;

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 Article 16 of the Declaration shall control.

Except as otherwise specifically permitted by the Condominium's Residential Board or Master Board (as such terms are defined in the Declaration) a Residential Unit is intended for residential purposes only.

The Grantor covenants that the Grantor has not done or suffered anything whereby the Unit has been encumbered in any way whatever, except as set forth in the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws).

The Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvements at the Property and will apply the same first to the payment of the cost of such improvements before using any part of the same for any other purposes.

The Grantee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof.

This conveyance is made in the regular course of business actually conducted by the Grantor.

The term "Grantee" shall be read as "Grantees" whenever the sense of this indenture so requires.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this indenture as of the day and year first above written.

GRANTOR:

FLUSHING COMMONS PROPERTY OWNER, LLC,
a Delaware limited liability company,

By:_____
Name:
Title:

GRANTEE:

_____

_____

EXHIBIT 'A'

DESCRIPTION OF PROPERTY

GRANTOR'S ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the ____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

GRANTEES' ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the ____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and said State, personally appeared _____ and _____personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the ____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and said State, personally appeared _____ and _____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

CONDOMINIUM UNIT DEED

RESIDENTIAL UNIT

District:
Section:
Block:
Lot:
County: **Queens**

Property Address:

37-10 37th Avenue
Unit #__
Flushing, New York

RECORD AND RETURN TO:

W:\6217\1\00060416.DOC

Office Unit Deed

CONDOMINIUM OFFICE UNIT DEED

THIS INDENTURE, made as of the ____ day of _____, 20____, between **Flushing Commons Property Owner, LLC**, a Delaware limited liability company, having an office at 1221 Avenue of the Americas, 17th Floor, New York, New York 10020 (hereinafter referred to as the "Grantor"), and _____, residing at 37-10 37th Avenue, Unit ____, Flushing, New York, (hereinafter referred to as the "Grantee").

W I T N E S S E T H:

That the Grantor, in consideration of Ten ($10.00) Dollars and other good and 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 Condominium Unit known as Unit No. ____ together with a _____% undivided interest in the common elements of Flushing Commons, also known by the street number 37-10 37th Avenue, Flushing, New York, New York, said Unit being designated and described by the above unit number in the Declaration establishing a plan for condominium ownership of said premises under Article 9B of the Real Property Law (hereinafter referred to as the "New York Condominium Act"), upon which the Building is situated, which declaration was executed on _____, 20___ and recorded in the _____ County Office of the Register of the City of New York (the "City Register's Office") on _____, 20___, under CRFN _____ (which declaration and amendments thereto are hereinafter collectively referred to as the "Declaration"), and also designated as Tax Lot _____ in Block _____ of the Borough of Queens on the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plans of said Building, certified by Perkins Eastman, Registered Architects on _____, 20____, and filed with the Real Property Assessment Department of the City of New York as Condominium Plan No. ____ and also filed in the City Register's Office on _____, 20____ as Condominium Map at CRFN _____. The land on which the building containing the Unit is located is bounded and described as on schedule "A" annexed hereto.

Together with an undivided _____**%** interest in the Common Elements (as such term is defined in the Declaration);

Together with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration, the Master By-Laws and the Office By-Laws of the Flushing Commons, as the same may be amended from time to time (hereinafter collectively referred to as the "By-Laws"), all of which shall constitute covenants running with the Land and shall bind the person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein;

Subject also to such other liens, agreements, covenants, easements, restrictions, consents and other matters of record as pertain to the Unit, to the Land and/or to the Building (which Land and Building are hereinafter collectively referred to as the "Property");

Subject also to the restrictions and provisions set forth in the (i) Declaration of General Large Scale Development, dated as of December 30, 2013 and recorded on January 14, 2014 as CRFN 2014000017007 (the "GLSD") which sets forth certain requirements with respect to the construction, maintenance, repair and operation of the Open Space; (ii) a Restrictive Declaration – Parking ("Parking Restrictive Declaration"), dated as of December 30, 2013 and recorded on January 14, 2014 as CRFN 201400017009 in the "Clerk's Office" which discusses parking restrictions; and (iii) a Department of Environmental Protection Declaration, dated as of December 30, 2013 and recorded on January 14, 2014 as CRFN 201400017008 in the Clerk's Office which discusses environmental restrictions; all of which shall constitute covenants running with the Land and shall bind the person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein;
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 Article 16 of the Declaration shall control.

Except as otherwise specifically permitted by the Condominium's Office Board and Master Board (as such terms are defined in the Declaration) an Office Unit is intended for general office use or any lawful purposes.

The Grantor covenants that the Grantor has not done or suffered anything whereby the Unit has been encumbered in any way whatever, except as set forth in the Declaration and the By-Laws (any Rules and Regulations adopted under the By-Laws).

The Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvements at the Property and will apply the same first to the payment of the cost of such improvements before using any part of the same for any other purposes.

The Grantee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof.

This conveyance is made in the regular course of business actually conducted by the Grantor.

The term "Grantee" shall be read as "Grantees" whenever the sense of this indenture so requires.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this indenture as of the day and year first above written.

GRANTOR:

FLUSHING COMMONS PROPERTY OWNER, LLC,
a Delaware limited liability company,

By:_____
Name:
Title:

GRANTEE:

_____

_____

EXHIBIT 'A'

DESCRIPTION OF PROPERTY

GRANTOR'S ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the ____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

GRANTEES' ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the ____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and said State, personally appeared _____ and _____personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the ____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and said State, personally appeared _____ and _____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

CONDOMINIUM OFFICE UNIT DEED

District:
Section:
Block:
Lot:
County: **Queens**

Property Address:

37-10 37th Avenue
Office Unit #__
Flushing, New York

RECORD AND RETURN TO:

THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT E

DESCRIPTION OF PROPERTY AND SPECIFICATIONS

THIS PAGE INTENTIONALLY LEFT BLANK

DESCRIPTION OF PROPERTY

For

FLUSHING COMMONS BUILDING: PHASE I

37-10 37th Avenue, Flushing, New York, 11354

Dated: July 14, 2015



REPORT INDICATING CONSTRUCTION TYPES AND MATERIALS FOR STRUCTURE LOCATED AT 37-10 37th AVENUE, FLUSHING, NEW YORK.

GENERAL

The following Description of Property and Specifications was prepared by the Architectural firm of Perkins Eastman Architects, and is included in this Offering Plan in reliance upon the expertise of such firm.

DESCRIPTION OF PROPERTY

The specifications which follow are intended to describe the nature of work, materials and equipment and to indicate the contemplated character of the Building. Except as otherwise provided in this general description, where alternatives are specified, or where a particular practice, method or design of construction, equipment, material or supply is not specified, the choice and decision of the Architect and Engineering consultants shall determine and be conclusive. In the event that the plans and specifications, as modified from time to time in accordance with provisions of the Plan, shall be inconsistent with this general description, the plans and specifications as modified shall govern. A copy of the plans and specifications (which contain details of the systems, materials and the names of the manufacturer and model numbers of equipment employed in the construction of the Building) are on file at the Selling Agent's office and will be available for inspection by prospective purchasers during normal business hours.

DESCRIPTION OF THE PROPERTY AND SPECIFICATIONS

A. Location and Use of the Property:

1. Address:

Building D: Office
38-18 Union Street
Flushing, New York, 11354

Building C: Residential
138-35, 39th Avenue
Flushing, New York, 11354

2. Block/Lot Number:

Block 4978 / Lot 40

3. Zoning:

The property and proposed use will comply with all zoning and use requirements at closing.

The property lies within a C4-4 Zoning District (rezoned from C4-3 to C4-4) as shown on Map 10a as recorded under Zoning Exhibit Record CRFN No.: 2014000064001 and 2014000064002 and as shown in the City Planning Commission – Recording Information record number C100208Z5Q.

4. Permissible Uses:

Residential, Community, Hotel, Retail, Office and Commercial. The Property and proposed uses will comply with all zoning and use requirements at closing.

All parking will be located on four levels below grade. Access to the garage area is from two separate at grade level garage elevator lobbies.

All parking will be managed by an independent parking vendor. All Unit owners will contract directly with the vendor for parking on a daily, weekly, monthly or other long term basis.

B. Status of Construction:

1. Year built

The start date of Phase I, construction of Building C/D, was November 2014. The anticipated substantially complete date for the Garage component is approximately April 2016, Office Building D is December 2016 and Residential Building C is Mid-January 2017.

Phase I will also include the construction of a landscaped outdoor public plaza of approximately 26,000 square feet off of 39th Avenue adjacent to the west and north side of building C/D.

The dates for the start of construction and substantial completion are anticipated unless delayed by weather, strikes, lockouts, acts of God, shortages of, or inability to obtain, materials, equipment or labor, governmental restrictions or preemption, damage by fire or the elements or any other cause over which Sponsor has no control.

Plans were approved by the NYC Department of Buildings on September 02, 2014 under application #_420650307 and a building permit has been issued. Amendments to the plans will be filed as a subsequent application. The building is not considered nor filed as a Quality Housing project.

2. Class of Construction:

The building is classified as Class 1-B, non-combustible, and will conform to all applicable regulations of the Building Code of the City of New York (Building Code).

The project will conform to the following codes:

- 2008 NYC Construction Code
- 2011 NYC Electrical Code
- 2011 NYC Energy Conservation Construction Code
- 2010 NYS Energy Conservation Code
- 2011 NYC energy Conservation Code

Fire Resistance ratings required for structural elements will conform to the requirements of Table 601 in the NYC Construction Code for the following items:

- Structural Frame (except elements supporting roof only) 2 Hours

Section 20.7 Description of Property and Building Condition

- Structural Frame supporting roof only
  1 Hour
- Ext Bearing wall
  2 Hours (NA)
- Interior bearing wall (except elements supporting roof only) 2 Hours
- Interior bearing wall supporting roof only
  1 Hour (NA)
- Floor construction
  2 Hours
- Roof construction
  1 Hour

3. Certificate of Occupancy: Prior to closing, the Sponsor will apply for all of the required Temporary Certificates of Occupancy for the Residential Units from the Department of Buildings of the City of New York ("Department of Buildings").

C. Site: The property is in the proximity of LaGuardia airport and is below and within the flight path of approaching planes and lies within the mandated "e" designated acoustic requirements per the City Environmental Quality Review Technical Manual noted in the Downtown Flushing Rezoning Environmental Impact Statement.

1. Size: The total size of building CD is approximately 747,211 gross square feet with 193,175 Residential gross square feet and 554,036 Commercial gross square feet.

2. Number and Use of the Building:

The current Phase I construction will consist of Residential tower C, Office tower D and combined lower podium building C/D.

The proposed Phase II construction will consist of Residential tower A, Residential tower B, Office building E, combined lower podium building A/B, underground parking and additional area of open-air plaza. The area of

the completed open-air public plaza (including the Phase 1 plaza) will be approximately 85,400 square feet.
The Phase II buildings and the remainder of the public plaza will be constructed on lot 25 at a future date yet to be determined.
As part of the Phase II construction, building A/B will provide loading docks and a centralized receiving area for the entire project. The receiving area and loading docks in building C/D will then be renovated for additional commercial/retail space.

The combined Phase I Building C/D consists of four levels (P4, P3, P2 and P1) of parking below grade with retail, back of house services, loading/receiving area and lobby entrances for the residential units and office areas on the 1st floor plaza level.

Building C/D also consists of one level of retail on the 2nd floor and one level of commercial office units sub-divided into individual units on the 3rd floor. The Residential Building C begins at the 4th floor above the combined building C and D and consists of 14 residential floors for a total of 148 residential units. Office Building D begins at the 4th floor above the combine building C and D and consists of 10 floors of commercial office units with some or all floors being sub-divided into individual Office Units.

Building C will also consist of one (1) amenity (community center, pantry, fitness/exercise and tenant storage room) unit and a roof top outdoor landscape area. The amenity unit and roof top landscape area will be owned by all Residential Unit owners and managed by an outside vendor and the operating expenses will be borne by the residential unit owners as a common charge.

3. Streets:

Union Street and 39th Avenue border the property. The streets are paved with asphalt, are owned and maintained by the City of New York and are in fair condition.

The streets abutting the property are pitched to drain through catch basins. The catch basins are part of the New York City storm water drainage system. They are in usable condition.

Street lighting will be installed by the Sponsor in accordance with the Administrative Code of the City of New York.

4. Drives, sidewalks and ramps:

The sidewalks adjacent to the property will be replaced with new concrete sidewalks running full width from the property line along the street and pitched for drainage to the curb. All curbs abutting the property will be replaced with new steel faced concrete curbs. There will be a dropped curb at the entrance to the garage.
There will be an open public plaza on the west and north side of the property.

All sidewalks, curb cuts, ramps and aprons will be ADA compliant and will be sloped to drain away from the building proper.
All sidewalks are new and free of tripping hazards and ponding water. All new sidewalks outside of the property will be maintained as per the requirement of the New York City Department of Transportation or by the Authority Having Jurisdiction.

D. Utilities

1. Electricity:

The electrical utility provider will be the Consolidated Edison Company of New York (Con Edison). The electrical service is to be connected to a new (4) 460/265V transformer vaults (2500kVA each transformer) at 39th Avenue. The electrical service will be entering for distribution in the building at the main electrical service room via Con Edison network compartments. The electrical service is to be provided with meters belonging to the utility provider. (2) meter set-ups will be provided. They will be (1) meter for residential building, (1) meter for commercial office building, parking garage and retail spaces. Con Edison will maintain all utility meters. Sub-metering will be provided to all residential and commercial tenants. Maintenance of these devices and any separation of billing will be the responsibility of the building management.

2. Gas:

The natural gas service is to be connected to a high pressure service at 39th Avenue. The natural gas pressure is to be regulated for distribution in the building at the gas

meter room. The gas service is to be provided with master meters belonging to the utility provider, and the gas service will be metered collectively.

3. Water and Sewer:

Water and Sewer service will be provided by the City of New York. Domestic water is to be supplied from a 4" DI service connected to the public water main at Union Street. Domestic water is to be master-metered at the point of entry and will be levied on the basis of metered usage and the cost of the same will be borne by the residential unit owner as a common expense. A 4" RPZ device is to be provided for cross-connection control. Sub-meters are to be installed on the building cooling tower water make-up line and the building boiler water make-up line.

Two 6" CI storm sewers will exit the building. One is to be connected to a combined public sewer at Union Street, and one is to be connected to a combined public sewer at 39th Avenue. Each storm sewer is to be provided with a storm water detention tank located inside of the building.

A 10" CI sanitary sewer will connect the building to the combined public sewer located at 39th Avenue. An 8" CI sanitary sewer will connect the building to the combined public sewer located at Union Street. Sewerage rates are to be based on the collectively metered domestic water consumption.

The fire protection water service is to be provided by two 8" DI services. One service is to be connected to the public water main at Union Street, and one service is to be connected to the public water main at 39th Avenue. Each service is to be provided with a double-check-detector assembly, and each of these devices is to be equipped with a bypass-meter.

4. Telephone:

Telephone service will be provided by Verizon in all Residential and Office Units. Every Unit Owner will be required to pay their associated telephone charges and initial charges for activating the outlets in the Unit. The telephone charges with respect to the public areas of the Building (such as the concierge's desk, maintenance offices, etc.) will be borne by all Unit Owners as a Common Expense and apportioned to each unit as provided in the First Year's Budget.

5. Television/Internet service:

Cable Television, phone and Internet service will be available for all Residential and Office Units from Verizon. The services are to be connected to via (6) PVC conduits encased in concrete to curb at corner of Union Street and 38th Avenue. All Basic charges for cable television/Internet service (including installation and subscription charges) will be paid by the Condominium Association and reimbursed by each Unit Owner. Individual Unit owners that select to up-grade services will do so at their own cost.

E. Sub-Soil Conditions:

The following Sub-Soil conditions were derived and condensed from a "GEOTECHNICAL ENGINEERING STUDY For Rockefeller Flushing Commons Development (Phase I) Flushing, Queens, New York", dated June 10, 2013 prepared by Langan Engineering, Environmental, Surveying, and Landscape Architecture, D.P.C., River Drive Center 1, 619 River Drive Elmwood Park, New Jersey 07407.

The Structural Engineer has based the design of the foundation for support of the superstructure on the findings and recommendations of this report.

The site subsurface conditions generally consist of a surface layer of asphalt or concrete overlying successive strata of fill, sand, clay and lower sand to the termination depth of the deepest boring. The following sections describe the encountered strata and groundwater conditions. Surface elevations at the boring locations were inferred from topographic information.

Surface Materials:
A 4 to 6-inch-thick concrete *slab* was encountered in existing sidewalk areas and a 4 to 6 inch thick layer of asphalt was encountered in borings drilled within existing pavement areas.

Fill:
Fill was encountered to depths ranging between 8 and 20 feet beneath the surface materials in all borings. Fill generally consisted of brown fine to medium sand with varying proportions of fine to coarse gravel and silt, and trace amounts of asphalt and concrete. The fill was found

to be loose to dense. The fill stratum is classified as NYC Building Code Class 7 material.

Sand:
Sand was encountered beneath the fill in all borings, and ranged in thickness from 50 to 120 feet. The sand is fine to medium in gradation with varying proportions of fine to course gravel, silt and clay. The sand was found to be medium dense to very dense. The sand stratum is generally classified as NYC Building Code Class 3a and 3b material.

Clay:
Clay was encountered beneath the sand layer at depths ranging from approximately 70 to 120 feet below existing grades, or approximately elevation -13 to elevation -75. The clay consisted of a gray to brown clay with varying amounts of silt and trace amounts of sand. The clay was found to be very stiff to hard. The clay is classified as NYC Building Code Class 4a material.

Groundwater:
Ground water was typically first encountered within the borings at depths ranging between 23 and 57 feet below the ground surface, corresponding to approximate elevation 5 and elevation 9. The groundwater level in the boings is based on the inferred moisture content of the soil samples.
Groundwater levels were measured in the groundwater observation wells after first pumping out the wells and then allowing the water level in the wells to stabilize.
The groundwater level for five of the seven wells are consistent with the water levels reported on the Queens Crossing site immediately west of the Flushing Commons site (water levels at the site reportedly ranged from elevation 5 to elevation 8.5).
The water level in the monitoring well near the intersection of 138th Street and 37th Avenue (western side of site) was measured to be at approximately elevation 23. At this time, it appears the higher water level observed in the monitoring well may be due to localized conditions.
Groundwater levels are also expected to fluctuate seasonally and due to weather.
All elevations given in this report are referenced to the Queens borough Datum (QBD), which is 2.725 feet above Mean Sea Level of Sandy Hook, NJ as established by the U.S. Coast and Geodetic Survey.

The project site is outside the 100-year and the 500-year flood plain according to the Federal Emergency Management Agency (FEMA) Advisory Base Flood Elevation Map for Queens-Bronx Counties dated February 22, 2013.

In response to the groundwater issues, a below-grade vapor barrier/waterproofing of the horizontal (underneath the P4 level slab) and the vertical surfaces (behind the foundation walls) up to street level grade will be installed. A warranty of fifteen (15) years from the date of Substantial Completion will be provided.

F. Landscaping:

See item K.4

1. Grass cover:

Ornamental grasses will be planted within selected areas of raised planters and containers.

2. Plantings:

The raised planters and containers will include but are not limited to ornamental grasses, groundcover, deciduous and evergreen shrubs.

3. Trees:

Trees will include but not limited to ornamental, deciduous and evergreen trees.

4. Fencing, Gates and Garden Walls:

Fencing and gates separating certain areas or functions within the landscaped and around recreational areas will be installed by the Sponsor. The fencing and gates will include but not limited to metal, aluminum or vinyl.

Garden planter walls through-out the landscaped area will be made of either cast-in-place concrete and/or stainless steel.

G. Building Height:

1. Total height:

Towers C and D are two distinct structures separated by an expansion joint. Both towers share a common platform beginning on Level 4 (Four) at an Elevation of 98'-10" from a 0'-0" elevation (or at a height of 41'-4" from the entrance lobby on Union Street).
Tower D, with the Office Units, then rises for a total of 10 commercial floors for a total height of 189'-7" as measured

from the 1st floor office entrance lobby slab to the slab at the Mechanical room roof bulkhead.
Residential Tower C begins on the shared platform on Level 4 (Four) approximately 45'-4" from the slab of the residential entrance lobby on 39th Avenue for a total of 14 residential floors to a total height of 195'-4" as measured again from the 1st floor residential entrance lobby to the slab at the Mechanical room roof bulkhead.
Although the Office Tower and Residential Tower share a common platform (Level 4), their respective entrance lobbies are at different slab elevations due to the slope of the exterior sidewalk.
Office Units are also located on Level 3 (Three) of the combined building C and D starting approximately 27'-8" above the 1st floor office entrance lobby on Union Street.

2. Sub-cellar: There are three floors (P4, P3 and P2) of public parking below the P1 level.

3. Cellar: Public parking and incoming utility services are located in the P1 level – height varies.

4. Number of Floors above Grade: Residential Building C and combined C/D is a 17 story building. Building D and combined C/D is a 13 story building.

5. Equipment rooms: At the P1 and P4 Level (-15'-4" and -43-4"), third floor Level (+86'-2") and at the roof level of Building C and D.

6. Parapet: The parapet and/or railing assemblies extend a minimum of 3'-6" above the roofs.

H. Occupancy:

Cellar and Sub-cellar levels Building C/D:

All parking will be managed by a separate vendor. All Unit owners will contract directly with the vendor for parking on a daily, weekly, monthly or other long term basis.

First Floor Building C/D:

Retail, back of house services, loading/receiving area, refuse collection/removal and lobby entrances for the residential units and office areas.

Second Floor Building C/D:
Retail and garage exhaust.

Third Floor Building C/D:
Offices.

Fourth Floor Building C:
Residential units, common outdoor landscaped roof area, amenity facility and fitness center.

Fourth – Thirteenth Floor Building D:
Offices.

Fifth – Seventeenth Floor Building C:
Residential units

Common Elements:

Generally, the common elements will consist of those parts of the building and all apparatus, installations, systems, equipment and facilities therein for the common use of the units and the unit owners, or which are necessary or convenient for the existence, maintenance or safety of the property.

The common elements will include, but not limited to all foundations, footings, columns, girders, beams, supports, floor slabs, exterior walls, fire stairs, the corridors, fire rated partitions between units and/or public spaces, structural bearing partitions, common mechanical space below grade, the pump room, the gas meter, electric switch gear room, the compactor and service rooms, all roofs, elevator (including its shaft, pit and machine room), the landscaped outdoor spaces, the lobby and all other parts of the building and apparatus, installation systems, equipment and facilities therein (including pipes, wires, ducts, vents, cables, conduits, antennae) which serve, benefit, are necessary or convenient for the existence, maintenance or safety of the building.

I. Dimensions of the Units:

The Office and Retail Units will be sold without electrical wiring, plumbing and lighting fixtures, finished walls and floors, interior partitions, sprinkler system and toilet facility within the Unit. The metal studs between the Units and an

entrance door only will be provided by the Sponsor. The Purchaser of each Office/Retail Unit shall complete the interior at his/her own cost.

The Purchaser of the Office/Retail Units will not have access to the terraces or roof areas.

Residential Unit Measurement:
The approximate square footage of all Residential units is measured horizontally from the exterior surface of the exterior Building walls or the exterior point of the party wall on the Land (whichever is greater), from the midpoint of the interior demising partitions separating the Unit from another Unit, from the midpoint of the common element of interior walls, partitions and continuous structural elements separating the Unit from stairs or other mechanical equipment spaces or any other Common Elements. Columns, mechanical pipes and chases are not deducted from the square foot area of the Unit.

The common area such as hallway, stairways, trash rooms, mechanical rooms, elevators, Residential entrance lobby and back-of-house areas which will be shared by all Residential Units have been apportioned to the residential unit gross square footage.

The gross square footage is not based upon the measurements from interior surfaces of interior walls, and the actual area comprising the Unit is less than the area listed in Schedule A.

All dimensions and ceiling heights are approximate and subject to normal and reasonable construction tolerances and variances.

The Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the Offering Plan.

Office Unit Measurement:
The approximate square footage of all Office units is measured horizontally from the exterior surface of the exterior Building walls or the exterior point of the party wall on the Land (whichever is greater), from the midpoint of the interior demising partitions separating the Unit from another Unit, from the midpoint of the common element

of interior walls, partitions enclosing continuous structural elements and the midpoint of partitions separating the Unit from stairs or other mechanical equipment spaces or any other Common Elements. Columns, mechanical pipes and chases are not deducted from the square foot area of the Unit.

The common area such as hallway, stairways, trash rooms, mechanical rooms, elevators, public toilet rooms, Office entrance lobby and back-of-house areas which will be shared by all Office Units have been apportioned to the Office Unit gross square footage.

Every Unit will consist to a volume measured vertically from the top of the concrete floor to the underside of the concrete or suspended ceiling except that any common elements located within any unit shall not be considered as part of that unit.

The gross square footage is not based upon the measurements from interior surfaces of interior walls, and the actual area comprising the Unit is less than the area listed in Schedule A.

All dimensions are approximate within reasonable construction tolerances and variances.

The Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the Offering Plan.

Purchasers are advised that the Office Unit information disclosed within this Report differs from the Building Department approved plans. The approved plans show one Office Unit per floor with proposed layouts for separate Office Units. Upon confirmation of tenant layout, revised Office building plans will be resubmitted for Building Department approval.

J. Structural System:

The parking Garage:

The parking garage consists of 4 levels (P4, P3, P2 and P1) below grade. The cellar consists of 12" thick framed structural slab which will be supported by 30" x 30" piers

and 18" thick shear walls. The cellar (basement) walls are 24" thick up to P2 level and 18" above P1 level up to grade level.

The Building C/D:

The building C/D consists of ground, 2nd and 3rd floor as retail and office floors. The floor gravity framing for these levels shall be slab on metal deck with 6 ¼" topping slab supported over composite steel beams and girders. The beams and girders are supported by steel columns. The concentrically braced frame shall be utilized as the lateral system which will consist of Chevron and X- braces.

The floor framing for "C" building for the 13 residential floors will utilize precast hollow-core planks with an integral steel girder to form a composite monolithic structural slab assembly. The girders are supported by the steel columns. The building's lateral system will consist of concentrically braced frame for both directions.
The floor gravity framing for "D" building for the office floor shall be metal deck with 6 1/4" concrete topping slab supported over composite steel beams and girders. The beams and girders are supported by the steel columns. The building's lateral system will consist of concentrically braced frame for both directions.

Based on the NYC Building Code and the 2006 and 2013 geotechnical investigations (see item E Sub-Soil Conditions:), the building is designed using the following seismic parameters of a Site Class C and a Use Group of II, the building is designed using a Seismic Design Category of B.

1. Exterior Walls, Windows and Doors:

All exterior walls shall consist of a pre-fabricated composite wall system with an exterior finish of a thin brick, thin stone, terra cotta and metal panel, rigid insulation, 5/8 inch thick Den-Glass Gold or approved type sheathing, structural metal C-studs (size and gauge as required), additional fiberglass batt or mineral wool insulation, as required, between the metal studs and gypsum board interior finish. Brick and stone exterior wall assemblies shall have an insulation values of R=18, Metal panel assemblies shall have a value of R=13, spandrel glass

shall have a value of R=4.4, in compliance with the New York State Energy Code and fire resistance ratings in compliance with the New York City Building Code. Exterior wall assemblies will be inspected at periodic intervals as set forth under Local Law 11 of The City of New York.

All windows and curtain wall members will have thermally broken aluminum frames with a custom color Kynar 500 based paint finish as manufactured by Wausau as the basis of design or an equally accepted manufacturer. Aluminum windows will be both fixed and projecting-out casement type with a factory glazed insulated glass. All windows shall be provided with weather stripping and caulking and shall meet the requirements of New York State Energy Code.

Various portions of the storefront and curtainwall systems installed on the exterior elevations at all retail and office levels in the combined Building C/D and in the Office Building D will contain both vision and spandrel glass.
The sections of window/storefront openings closest to the finished floor on all levels will be provided with opaque spandrel glass to cover the low drywall partition and window sill immediately behind. Spandrel glass will also be used at various corners to cover the steel columns immediately behind. In addition, the opaque spandrel glass will be used at various locations along the street level in front of mechanical, storage rooms or other areas that do not require vision glass.
In general, areas not requiring vision glass will be provided with opaque spandrel glass.

Window and door units are designed to withstand without excessive deflection, damage or impairment of function the higher of the wind or seismic load established by the requirements of the New York City Building Code and/or a special wind tunnel study commissioned in order to determine the appropriate wind load requirements for this project.

Residential Glazing and frames are designed to conform to mandated "e" designated acoustic requirements as per the City Environmental Quality Review Technical Manual noted in the Downtown Flushing Rezoning Environmental

Section 20.7 Description of Property and Building Condition

Impact Statement prepared by the Department of City Planning.

An Air Quality / Noise Remedial Action Plan was prepared by Perkin Eastman Architects and submitted on March 11, 2014 to the New York City Office of Environmental Remediation (OER), OER project #14RHAN223Q, as part of the application and approval process for projects that must satisfy Air Quality and/or Noise E-designation requirements.

In order to ensure an acceptable interior noise environment under the requirements of E-247, a window/wall attenuation of at least 31 OITC (Outdoor-Indoor Transmission Class) will be achieved for residential facades up to the 100 foot elevation and a 28 OITC for residential facades above the 100 foot elevation. Commercial facades will achieve a window/wall attenuation of 26 OITC up to the 100 foot elevation and 23 OITC for commercial facades above the 100 foot elevation.

The design criteria for acoustic separation between adjoining Unit spaces is the laboratory tested Sound Transmission Class (STC). STC is a single number rating used to describe the level of acoustic separation provided by specific construction types. An STC-50 rating will be provided in partition construction between adjacent units and between units and tenant corridor. The general construction will consist of three (3) layer drywall with insulation: Double layer drywall one side of metal studs, single layer the other side with insulation between studs, erected slab to slab.

The typical floors for the residences will be 8" hollow core precast plank with a 2" concrete topping. This floor construction generally meets the NYC Building Code requirement of STC-50 for airborne noise separation between dwellings. An acoustical underlayment between the concrete slab and finished wood flooring will be provided to reduce impact sounds to comply with the NYC Building Code Impact Insulation Class 50 (IIC-50) requirement. In addition, carpeting will be provided in the residential corridors to help reduce potentially disturbing footfall related noise from tenants walking to and from their apartments.

Light and Air calculations drawings for the residential units at each residential level were submitted and approved under application #_420650307.

A warranty for the glazed aluminum window systems will be provided for a period of five (5) years from the date of acceptance of the work by the Sponsor.

2. Parapets and Coping:

Parapets will be provided by extending the construction of the pre-fabricated wall panels to the required parapet height. The parapet wall assembly will consist of various components with exterior finishes similar to the construction of the exterior walls as noted in item J.1 and with an Exterior Insulated finish System (E.I.F.S) type finish (Dryvit Insulation System or equivalent) on the interior roof/terrace façade side and sheathing with a waterproof membrane and metal rails, where required, secured with anchors to the structure on the roof side of the façade.

Copings where required will be factory fabricated and finished metal mechanically fastened and caulked.

3. Chimneys and Caps:

Boiler flues located on the roofs are constructed of U.L. listed factory build double wall steel chimney. (3) -14" diameter flues from boilers and (3) - 6" diameter flues from domestic hot water heaters. Installed on the roof of the mechanical room. Flues and caps are 29-4C stainless steel.
All vents and caps will be provided in accordance with applicable codes. The flue will be enclosed in a concrete block and/or hourly rated gypsum wallboard shaft assembly.

Bathroom and residential kitchen exhaust vents will be provided with central fan systems exhausting to the exterior.

4. Balconies and Terraces:

Terraces will be provided for each residential unit on the 4th, 15th Floor and Units 17-A and 17-H. Terraces will remain open. There are no Balconies. Terraces will be provided with tapered roof insulation applied above the roof slab and on top of the waterproof membrane. Drainage is by means of exposed round cast-iron roof drains with basket type strainers. Gutters or perimeter edge drop grooves will not be used.

All balcony metal work including fasteners will be of corrosion resistant materials.
There are no ladder type railings on the terraces.
There are no living areas with soffits exposed to the elements.

Residential unit common terraces will be comprised of reinforced concrete floors. Railings will be made of either painted metal or aluminum curtain wall framing members with glass panel inserts.

Residential unit terraces will consist of the roofing system specified in Section 7 with pre-cast concrete pavers on adjustable pedestals or pads.

Terrace and balcony doors as manufactured by Wausau as the basis of design or an equally accepted manufacturer will be glazed with insulated glass and frames will be finished with a custom color Kynar 500 based paint finish to match the windows.

Glazing and frames will comply with the "e" designation for acoustic requirements as per the Downtown Flushing Rezoning Environmental Impact Statement as prepared by the Department of City Planning.

Doors shall be provided with weather stripping and caulking and shall meet the requirements of New York State Energy Code.

5. Exterior Entrances:

Exterior entrance areaways are provided with cast-iron flush mounted area drains with flat-top grates suitable for foot traffic. One or more area drains will be provided based on the size of the entrance area to be drained. Drains will be connected to the city storm sewer through cast iron pipe.
Exterior entrances are ADA compliant and supplied with automatic openers or concealed balanced openings and closings in conformance with the required ADA pull/push force.
Entrances are constructed free of tripping hazards and ponding water.

The building lobby, retail entrance and vestibule doors and frames (non-thermally broken) will be aluminum with a Kynar resin based paint finish or approved equivalent

finish with insulated glass units, concealed balanced opening and closing hardware and fully weather-stripped perimeter between door and frame. Exterior entrances will be mastered-keyed with cylindrical locks.

The service entrance and egress stair exits will have painted hollow metal doors and hollow metal frames. The vehicular entrance to the loading/receiving and refuse collection/removal area will have a metal roll-up door. The doors to the roof will be 1.5 hour fire rated, self-closing, hollow metal doors and metal frames complying with code.

Exterior stairs and ramps, where provided, are to be formed concrete with metal aluminum, or PVC type with steel insert railings. All exterior metals for railings and fasteners will be of corrosion resistant materials.

Residential mailboxes are located in a designated area adjacent to the entrance lobby on the first floor of the residential towers. Mailboxes will be approved for use by U.S. Postal Service. Mailboxes are to be front loading type and will have an anodized finish.

Lighting will be recessed and or surface mounted incandescent fixtures.

Entrance area lighting will meet the code required illumination level for egress and energy code requirements. Fixtures are high efficient type LED and Fluorescent.

Walkway lighting will be provided and will include but not limited to bollards, pole and wall sconce types located at regular intervals.

6. Service Entrances:

Service doors will be 1.5 hour or 45 minute fire rated, self-closing, painted hollow metal doors and metal frames. Insulated electrically operated roll up doors will be provided at the loading dock and refuse removal areas.

Stairs, where provided, are painted steel with open risers and treads of metal gratings. Handrails are painted steel pipe rails. Ramps, where provided, are to be cast concrete with painted steel pipe rails. All exterior metals for railings and fasteners will be of corrosion resistant materials

Service Entrance area lighting will meet the code required illumination level for egress and energy code requirements. Fixtures are high efficient type LED and Fluorescent.

Service entrance areaways are provided with cast-iron flush mounted area drains with flat-top grates suitable for foot traffic. One or more area drains will be provided based on the size of the entrance area to be drained. Drains will be connected to the city storm sewer through cast iron pipe.

7. Roof and Roof Structures:

The roof slab to be cast in place concrete. The bulkheads consist of stairs, elevator machine rooms and mechanical rooms.

Roofing shall be a Paradiene 20TG/30 FR CR TG membrane assembly consisting of two plies of a prefabricated, reinforced, homogeneous Styrene-Butadiene-Styrene (SBS) modified roofing membrane, as the basis of design as manufactured by Siplast or an equally acceptable manufacturer, applied over a new structurally reinforced concrete deck. Tapered rigid board insulation will be installed in accordance with project specifications and submittals.
Total roofing assembly system to provide an average roofing R value of 20.8.
Roofing system will comply with requirements in FMG 4450 and FMG 4470 for Class 1 -120.

Surface finish is a 72 mil thermoplastic membrane with fiberglass reinforcement and a factory applied 9 oz. geotextile felt backing fully adhered to the sloped lightweight concrete filled roof deck.

Roofing system shall be furnished with a manufacturer's full system fifteen (15) year warranty with no service premium and shall include a wind warranty per wind study and/or structural design whichever is more stringent. Any materials not manufactured or provided by the roof system manufacturer shall have the written approval from the manufacturer stating that the materials are acceptable and are compatible with the other materials and systems required and are included in the fifteen (15) year unlimited warranty.

Flashing material shall include but not limited to aluminum cap and base flashing, roofing manufacturer's pre-molded/prefabricated reinforced membrane or coated metal flashing.

Drains are to be cast-iron body construction. Flat-top tractor grates rated for heavy traffic loads are to be installed at the garage areas. Planter drains with a standpipe and dome are to be provided at all planter areas. Roof areas are to be provided with roof drains and overflow drains with cast-iron domes and sump receivers. Area drains with flat-top grates suitable for foot traffic are to be provided at decks, terraces, and outdoor areaways. Floor drains are to be provided adjustable strainers, and will be installed at mechanical rooms, public bathrooms, water service rooms, trash compactor rooms, the fire pump room, and accessible shower units. All drains connected to the sanitary system are to be trapped. A polymer-channel trench drain with heavy-duty grate sections is to be installed at the garage entrance ramp.

Gutters will not be used. Above-ground conductors and leaders are to be service-weight hub-less cast-iron piping with heavy-duty couplings installed at all joints and fittings. Storm drains will be piped to city storm sewer through cast iron pipe.

No exterior metal stairs or hatches will be provided. Vertical aluminum ladders and mechanical cross over platforms will be provided as required for access to upper or lower roof areas and for access over roof mounted duct or piping enclosures.

Roof railings where indicated, will be aluminum or PVC type with internal steel support rails.

8. Fire Escapes and Skylights:

No fire escapes or skylights are provided. All egress is by means of internal fire rated stair enclosures. In lieu of skylights, glazed windows will be provided at the top of the stairwells as required by the Multiple Dwelling Law.

Mechanical bulkhead enclosures are constructed as a pre-fabricated composite panel system with a metal finish. Panel material components are the same as described in item J.1.

All exposed metal stairs, acoustic screen walls, handrails and guardrails including but not limited to anchors and fasteners will be of corrosion resistant materials.

9. Yards and courts:

The retail and residential street level entrances will consist of standard New York City Building Department concrete sidewalks, planter walls, formed concrete stars and decorative pavement adjacent to residential and retail entrances. There will be a private residential rooftop plaza that consists of a landscaped walkway, seating and recreational areas for use only by the Residential Unit Owners. Access to the rooftop landscape plaza is from the 4th floor corridor in Residential Building C.

Rooftop walkways and courtyards will consist of unit pavers, concrete and rubber safety surfacing.

Drainage on the rooftop will be a combination of surface drainage that will be piped to cast iron roof drains cast into the concrete roof slab as well as a drainage composite board that will be under all proposed constructed elements.

Stair and ramp railings will be metal, aluminum or PVC type with steel inserts.

Stairs are cast in place concrete with a decorative finish. Ramps are constructed out of sloped concrete with roof pavers set on adjustable pedestals.

10. Interior Stairs:

All interior exit stairs, including intermediate landings are to be reinforced concrete. Stairs will be provided with continuous 1 1/4" metal piping railing.

All stairways will be enclosed in two-hour rated fire walls at all floors. All partitions, concrete floors, walls and ceilings will be painted.

11. Interior Doors and Frames:

The entrance door and frame to each Residential unit will be painted flush-panel hollow metal 1 and 3/4 inch thick Fire-Proof, Self-Closure (F.P.S.C.) one and one-half (1-1/2) hour rated with a chime, a viewing device and stone saddle.

Residential Unit interior doors will be 1 and 3/4 inch thick, flush-panel wood in painted wood or metal frames with saddles as per the door schedule.

Stair, hall and corridor doors and frames will be painted flush-panel hollow metal, 1 and 3/4 inch thick, one and one-half (1-1/2) hour rated fire proofed self-closure with stone saddles.

12. Elevators

All residential, office, garage elevators are machine-room-less traction A.C. gearless machine that uses a permanent magnet synchronous motor mounted to the back of the guide rail at the top landing. Elevator controls are a variable voltage, variable frequency duplex selective collective and group automatic.

All cabs are furnished with battery back-up emergency lighting fixture and alarm along with an ADA compatible, hands-free intercommunication system for two-way, multi-path communication between the elevator car stations and master stations using a central exchange design system. All cabs are furnished with a life safety system speaker with all necessary wiring and interfacing between the elevator system and the Life Safety System.

Retail elevators will be dual roped hole-less hydraulic freight with a class C3 loading. Elevator controls are duplex selective collective with capability to be switched to simplex.

Drainage of the elevator pits will be accomplished by means of portable pumps utilized by the maintenance and or housekeeping staff. No submersible type pumps will be provided.

Elevator cab doors are automatic sliding doors with vertical bi-parting on the retail freight cars.

There are two (2) residential passenger elevators (PE1 & PE2) and one (1) residential service elevator (SE1) stopping at all residential floors and plaza level lobby.
There are four (4) office passenger elevators (PE3, PE4, PE5 and PE6) that service all office floors and grade level entrance lobby.

Garage Passenger elevators (PE7, PE8 and PE9) stopping at all garage levels (P1-P4) and the 1st floor Plaza level.

Retail hydraulic freight elevators SE1 and SE2 shuttle between the P1 parking level, 1st floor plaza level receiving/loading area and the second floor retail tenants.

Elevator cabs and components will be furnished by the Kone Inc.

The lifting capacity of the elevators are;

- Residential passenger elevators: 3,000 lbs.
- Residential service elevator: 3,000 lbs.
- Office passenger elevators: 3,500 lbs
- Garage passenger elevators: 2,500 lbs
- Retail freight elevators: 8,000 lbs.

A full protective maintenance warranty will be provided for a period of twelve (12) months from the date of final acceptance of the entire installation.

13. Elevator Cabs:

Elevator cab interiors will be furnished by the Kone Inc.

All cabs are furnished with battery back-up emergency lighting fixture and alarm along with an ADA compatible, hands-free intercommunication system for two-way, multi-path communication between the elevator car stations and master stations using a central exchange design system. All cabs are furnished with a life safety system speaker with all necessary wiring and interfacing between the elevator system and the Life Safety System.

All Residential passenger cars will be from the Panoramic Spring series. Back and side walls will have mirror stainless steel reveals with plastic laminate panels by Wilson Art. Handrail will be 1.5" round satin stainless steel.

All Office cars will be from the "Panoramic Winter" series. Back and side walls will have mirror stainless steel reveals with plastic laminate panels by Wilson Art. Handrail will be 1.5" round satin stainless steel.

Service, Freight and Garage elevators will be from the stainless steel "Autumn" series. Back wall will be rigidized metal in a linen texture. Side walls will be satin stainless steel. Handrail will be 2" round satin stainless steel.

Ceiling and lighting will be manufacturer's standard mirror stainless steel with recessed ceiling downlight fixtures. Flooring will be either stone tile or carpet tile.

K. Auxiliary Features:

1. Laundry Rooms:

None.
All Residential Units will be furnished with mechanical, electrical and plumbing connections for a washer and dryer purchased and installed by the Sponsor.
All dryers are ventless (no ducting).

2. Room Ventilation:

In building C, the room ventilation is achieved by introducing the Code required outside air from the roof top energy recovery air handling units to each residential unit. Kitchen and toilet exhaust is achieved via the toilet and kitchen hood roof top mounted exhaust fans by means of dedicated ducted risers.
In building D, louvers are provided on the exterior walls for the outside intake air and exhaust air for future connection to the office tenant's unit(s).

3. Refuse Disposal:

Each residential tower is provided with an automated waste/recycling system, as manufactured by Wilkinson Hi-Rise or equal, consisting of a centrally located vertical chute with a chute vestibule room at every floor. The refuse chute will terminate at a compactor/waste recycling collection unit located on the 1st floor Plaza level. Residential bagged waste/recycled items are manually transported to street curb for pick-up by the New York City Sanitation Department. Retail and Office waste is collected and transported to a compactor located in the loading receiving area for private pick-up by commercial sanitation contractors.

Compactors and containers will be approved for use by the New York City Department of Sanitation.

4. Community Center:

There will be a Community room (amenity space), located on the 4th floor of Building C. This facility is for residential occupants only.

The Community room is approximately 2,000 square feet. The room will consist of lounge furniture, dining area with pantry and a Fitness room/Gym with exercise equipment.

The fitness room/Gym will contain the following equipment by Excite or equal manufacturer:
Two (2) Run 700 TV treadmills by Excite, Two (2) Vario 700 by Excite, One (1) Bike 700 by Excite, two tier dumb-bell rack, adjustable bench, one 65 cm. wellness ball, a stretching mat and a medicine ball tree rack with an assortment of five balls ranging from 4 to 12 lbs.

There is a separate residential bin area with thirty five (35) single height (7'-6") storage bins available for license.
Two (2) bins are 5'Wx5'D, two (2) bins are 3'Wx5'D, fourteen (14) bins are 3'Wx4'D and seventeen (17) bins are 4'Wx3'D.
Bins are welded wire security cages by CISCO-EAGLE or equal and are provided with a welded wire mesh top. Interior panels are removable for ease of enlargement of tenant storage. Bins are provided with a 3'-0" door with lever handles and cylinder locks.
The storage bin room is equipped with a sprinkler system. Individual bins are not equipped with sprinklers.

Purchasers are advised that a discrepancy exists between the foregoing description of the storage bins and the measurements and layouts of storage bins listed in the approved Building Department Plans. It is Sponsor's intention to (i) update the description of the storage bins in the Building Department Plans and (ii) submit the revisions for Building Department approval.

There is no separate children's play room.

The Community room will be part of the Residential Common elements. The operating and maintenance costs and expenses of the facility will be included in the Residential Common Expenses.

5. Outdoor Terrace:

There will be an open air outdoor landscape terrace on the 4th floor roof adjacent to and accessed by an interior corridor and from the Community room. The terrace is approximately 6,474 square feet or 51% of the entire 4th floor roof area and measures approximately 129'-0" by 44'-0". The terrace is for residential occupants only.

The terrace will include a shade structure for events, lounge furniture, benches, table and chairs.

Sections of the Residential Roof Terrace may be apportioned as (i) a children's play area and (ii) a dog grooming area. Notwithstanding the foregoing, nothing contained herein is intended to guaranty that such sections will be apportioned or that specific equipment shall be provided for such uses.

Wood decking and stone pavers on pedestals will be provided at lounge areas. Walking pathways will be stone pavers on pedestals.

All exposed metalwork including but not limited to anchors and fasteners will be of corrosion resistant materials.

The design and construction of the outdoor terrace is code compliant.

All exterior outlets will be GFCI and tamper-resistant type receptacles.

1. Grass cover: None.
   Groundcover will include English Ivy and Pachysandra.

2. Plantings: The raised planters and containers will include but are not limited to Trees, shrubs ornamental grasses, groundcover, deciduous and evergreen shrubs.

3. Trees: Trees will include but not limited to ornamental and deciduous and evergreen trees.

4. Fencing, Gates and Garden Walls: Fencing between residential unit terraces will be installed by the Sponsor. The fencing will include but not limited to metal, aluminum or vinyl.

   Garden planter walls through-out the landscaped area will be made of either precast concrete with a natural finish and brushed stainless steel.

L. Plumbing and Drainage:

1. Water Supply:

Domestic water and standpipe/sprinkler service will be connected to city water lines located under Union Street. Service lines will enter into the water meter room located on level P1 in the Southeast corner of the floor. Backflow preventers will be installed on the in-coming water service within the room. All backflow preventers will be installed as per approved NYCDEP filed documents.
Main shut-off valves will be located beneath the sidewalk on Union Street two (2) feet from the curb line

The domestic water distribution piping for hot, cold, and hot water circulation piping is to be type 'L' copper tubing with soldered joints and fittings. The main pipe risers distributed throughout the Buildings C and D shall be nominal 2" diameter. All hot, cold and hot water circulation piping shall be insulated throughout with 1" thick preformed mineral fiber pipe insulation.

The domestic water pumping system is to be a triplex booster-pump system, with variable-speed drive motors and controls, set to maintain a constant system pressure. The system is to be provided with a hydro-pneumatic tank, which will maintain system pressure for incidental flows. The domestic water pumps are to be installed in the water service room at the P-1 (cellar) level and shall be as manufactured by Canaris Model #: TM-340-90-3YS and provided with a one year service contract and warranty from system start-up and a 3 year warranty on the valve seats. The tank is to be installed at the mechanical penthouse. Hot water is to be provided from a central plant consisting of (3) 1350 MBH gas-fired water heaters located at the mechanical penthouse. Domestic hot water circulation pumps and piping will be used to maintain the system water temperature. One additional 120,000 BTU/h gas-fired water heater, with a 60 gallon storage capacity, and hot water recirculation pump, will be provided at the mechanical penthouse in order to serve the commercial tenant areas. The recirculation pumps are to be bronze-bodied, in-line close-coupled pumps actuated by aqua-stat sensors. The recirculation pump for the commercial spaces will also be controlled by a timer-switch. Ten additional electric water heaters will be provided in order to supply bathrooms located at the lower levels and building common areas with hot water.

2. Fire Protection System:

a. Standpipes: The building standpipe system is to be a Class I fire standpipe. 6" Schedule 40 black steel combined sprinkler/standpipe risers are located at each stairwell enclosure. 2-1/2" Schedule 40 black steel pipe is to be used to connect to fire hose valves located at all stairwells, and located at exits to tenant spaces at the lower levels where required to ensure that all floor areas are within 200' of a fire hose connection.

b. Hose racks, hoses and nozzles: 2-1/2" fire hose connections are to be located at the main landing of each stair enclosure. Additional 2-1/2" hose connections are to be provided at the lower level tenant spaces where required to ensure that all floor areas are within 200' of a hose connection. Roof manifolds are to be provided at the rooftop level as required by the NYC Building Code.

c. Sprinkler heads: Sprinkler heads are to be quick-response type heads suitable for use in commercial and residential buildings. Upright, concealed flush-plate pendent, pendent, and sidewall heads are to be provided, as indicated on plans. The four unheated garage levels are to be protected by dry-pipe systems. Dry-pipe valve cabinets complete with dry-pipe valves and all systems required to maintain and monitor air-pressure are to be provided at each garage level. The rest of the building is protected by a wet-pipe sprinkler system. All building areas are to be provided with sprinkler protection as required by the 2008 NYC Building Code and the 2002 edition of the NFPA 13.

d. Siamese Connection: The building is to be provided with four 3"x3"x6" Siamese connections spaced around the 1st (ground) floor building elevation. Siamese connections are to be spaced as per the 2008 NYC Building Code.

3. Water Storage tanks: There is to be a fire water reserve tank provided to supply water to the sprinkler system as required by the 2008 NYC Building Code for seismic category 'C' buildings. The tank

is to be an atmospheric storage tank located at the first floor level above the fire pump room.
The tank is to be a concrete structure built into the building between garage level P1 and the first floor ground level.
The tank is to be two-compartment tank with each compartment having a capacity of 15,000 gallons, and the entire tank having a capacity of 30,000 gallons.
The capacity of the tank is to be sufficient to meet the hydraulically calculated sprinkler system water demand for a period not less than 30 minutes. The tank is maintained at atmospheric pressure.

4. Water Pressure and how maintained:

Water pressure shall be maintained by an automatic fire pump similar to Peerless Model #: 5AEF12. System will maintain required minimum 65 PSI residual pressure at top-most hose connection.

5. Sanitary Sewage System:

a. Sewage Piping:

Above-ground sewage piping is to be service-weight hub-less cast-iron piping with heavy-duty mechanical couplings at joints and fittings. Under-ground sewage piping is to be extra-heavy weight hub-and-spigot cast-iron piping with gasketed couplings at joints and fittings.

b. Sanitary Ejector Pumps:

Three duplex submersible sewage ejector pump systems are to be provided at the P-2 level. Pumps shall be similar to Weil Model #: S-9014 with model 2438 grinder pumps and provided with a one year warranty from system start-up. Each pumping system is to be provided with a pre-fabricated basin, which will be attached to the structure by a floor flange. Pumps will discharge into the gravity drainage system down-stream of the building house traps.

c. Sewage Disposal:

Disposal is to New York City municipal sanitary sewer system.

6. Permits required:

Installation and tie-in permits will be obtained by the plumbing and sprinkler contractors. Approved site connection proposals and work permits are to be obtained from the NYC DEP Office of Sewer Connections

7. Storm Drainage System:

Gravity roof drainage from roof drains and terrace drains to combined house storm water drainage lines discharging into the New York City municipal storm sewer system. Sump pumps shall be located in the lowest level of the garage in the C/D Building; sump pumps shall be similar to Weil Model # S-90001 and provided with a one year warranty from system start-up.

a. Catch Basins:

Catch basins and garage area drains are to be provided at the P-1 level, the P-2 level, the P-3 level, and the P-4 level.

b. Yard and Roof Drains:

Roof drains are to be provided at all main building roof areas, including the roof level, the 17th floor level, the 15th floor level, the 4th floor level, and the 1st floor level. Yard drains are also to be provided at the 1st floor level.

c. Piping:

Above-ground storm piping is to be service-weight hub-less cast-iron piping with heavy-duty mechanical couplings at joints and fittings. Under-ground storm piping is to be extra-heavy weight hub-and-spigot cast-iron piping with gasketed couplings at joints and fittings.

d. Eject or sump pumps:

Five elevator sump pumps are to be provided at the elevator sump pits at the P-4 and P-3 levels. Elevator sump pumps are to be oil-minder type submersible pumps suitable for floor mounting in a concrete pit. Six sump pumps are to be provided at the P-4 level in order to pump snow-melt and clear-water out of the garage area. Pumps will discharge into the storm water retention tanks.

M. Heating:

1. Heating:

Separate water heaters will be provided to meet the domestic water system demand as described in the domestic water system description.
There will be three (3) condensing gas fired boilers with a 94.5 % efficiency. Boilers are located in the common mechanical room above the 13th floor of Building D.

2. Space Heating:

The hot water for space heating is being produced by the hot water boilers and is injected in the condenser water loop for use by the heat pumps. The supply water temperature to the pumps in winter is 70 deg. F (adj.). Space heating is achieved by using the heat pump units and the electric resistance heating coils for the areas

where the capacity of the heat pump units is not adequate. The room temperature in winter is 70 deg. F when the outside air temperature is 15 deg. F.

In-floor radiant heating mat will be provided in all bathrooms on the 17th floor of the Residential Building C and in the bathrooms adjacent to the exterior walls in Unit A, C and H on the 16th floor of Residential Building C.

3. Boiler Manufacturer: AERCO model BMK6000, 6,000 MBH input and 5670 MBH output.

4. Burners: Burners will be provided with the boilers along with a five (5) year Warranty for the boilers and burners.

5. Type of Control: DDC Electric/electronic

6. Piping, Insulation, Pumps: There will be (3)-three primary condenser water pumps, (3) -three secondary condenser water pumps and (3)-three hot water pumps. Pumps will be located in the mechanical room on the roof of building D. The condenser water and hot water piping will be insulated. Valves will be provided to isolate the equipment and to balance the water flow.

7. Fuel: Natural gas will be used for boilers and roof top air handling unit and #2 diesel oil for an emergency generator. A 600 gallon, double wall fuel tank of steel construction will be located on Parking level P-4.

N. Gas Supply:

1. Type: The Building will be provided with natural gas service as called for on the drawings for boilers, cooking ranges and boiler pilots.

2. Meters: Natural gas utility meters will be provided by the utility company. Common metering will be provided for heating and cooking elements and metered at a firm gas rate.

3. Piping Material: Black steel schedule 40 pipe with malleable fittings for low pressure piping and welded joints for piping over 4 inches.

High-pressure piping upstream of pressure regulators to be welded and radiologically examined.

O. Air Conditioning:

Cooling load calculations were performed and the equipment was selected based on the output from the calculations. The temperature settings for the heat pump units are designed based on the New York State Energy Code to maintain a room temperature of 74 deg. F/ 50% RH when the outside air temperature is 89 deg. DB/73 deg. WB. If the outdoor temperature is above 89 degrees, the room temperature may exceed 74 degrees.

Common cooling towers are located on the roof of the Office building D. Outdoor piping including condenser water and drain piping shall be insulated with 2" thick mineral-fiber, preformed pipe insulation, and painted aluminum, smooth corrugated with z-shaped locking seam: field-applied jacket. All exterior metals, including fasteners shall be corrosion resistant. Outdoor dunnage shall receive prime plus two coats of paint.

1. Type of System:

For building C: For a typical residential unit the system will consist of a vertical water source heat pump with supply duct and the sidewall registers and a return register in front of the unit. The ventilation air from the outdoor will be delivered by the energy recovery units and will be distributed to the closets via a duct and will be mixed with the return air. The outside air quantity for each residential unit will satisfy the ventilation and exhaust requirements for the toilets, kitchens and dryers. A 100% outside air roof top unit will be used to provide ventilation for common corridors.

For building C/D, the horizontal heat pumps with hard connected supply and return ducts will be provided. For the ventilation the outdoor will be delivered by the fans that introduce air from the outside. The ductwork for the ventilation fans for will be connected to the outside air louvers and will be hard connected to the mixing box of the heat pumps.

In building D, the common corridors will be served by a 100% outside air roof top unit. It is anticipated that the heat pump units will be provided for future tenants. If required, the future heating system will be electric heating coils.

Roof top air handling units will be provided for ventilation of the corridors. The roof top units manufactured by AAON, model RN-15, total cooling capacity 220.82 MBH and sensible capacity 186.94 MBH, shall be provided with vibration isolation roof curbs with 2" static deflection springs to prevent noise and vibration from reverberating to the structure below.

A cooling tower consists of (3)-three cells and will be installed on the roof. Cooling tower is manufactured by Marley, model NC8407TLN, 1650 ton cooling capacity. Warranty for the cooling towers and air handling units are for five (5) years.

2. Individual Units:

Vertical water sourced heat pumps will be installed in a closet in every residential unit in Building C.

P. Ventilation:

In Building C, the room ventilation is achieved by introducing 300 CFM of outside air from the roof top energy recovery air handling units to each residential unit exceeding the 15 CFM per person or 0.35 air changes minimum Code required ventilation requirements. Exhaust is achieved via the toilet and kitchen hood roof top mounted exhaust fans by means of dedicated ducted risers. The supply air to the kitchens and toilets will be transferred from the living rooms. The supply to the common corridors will be from a dedicated roof top unit. The garages will be ventilated by the outdoor air and exhaust fans.

In building D, louvers for Office supply and exhaust air are provided on the exterior walls for future connection by the office tenant unit(s). The location of the intake/exhaust louvers may need to be modified to take into consideration the existing neighboring Office Units and NYCDOB requirements.

All mechanical ventilation equipment shall meet the indoor noise rating criteria of NC-35.

Q. Electrical System:

1. Service from

the Main switchgear:	The main electrical service is located at P1-level (parking). The service is from Con Edison at 460/265 Volts, 3 Phase 4 Wire. The building has 3 take offs at 4,000 Amp each and protected with 4,000 Amp fuses.
2. Service to individual Units:	The electrical services serve a distribution switchboard serving all residential areas, commercial areas and retail areas in Building C &D.
3. Compartment switchgear:	The switchgear and the other main electrical equipment are located at level P1. The switchgear include meters to serve all areas of the Building C & D.
4. Unit Service:	The electrical service is sized and has the capacity to serve all the loads in the building. GFCI receptacles are provided in all bathrooms and kitchens in the residential units in Building C. Water resistant receptacles are provided for exterior use. No 3-way switches are provided on the project, occupancy and vacancy sensors are provided for automatic shutoff of mechanical, electrical rooms, garage and basement/cellar areas.
5. Emergency power:	An emergency generator is provided to serve all emergency life safety loads. The generator is a MTU Onsite Energy Model #: MTU 12V2000 DS800; 800 KW/1,000 KVA; 0.8 PF; 480/277V, 3 PH; with an energy efficiency rating of EPA Tier 2.
6. Adequacy:	
a. Service:	Each apartment has a 100Amp, 208 Volt 1 phase panel with 30 pole circuit breakers. The panel is sized to accommodate all equipment in each apartment.
b. Lighting and fixtures:	The lighting fixtures are the high efficient type LED and Fluorescent.
c. Convenience outlets, Appliance outlets:	Convenience outlets are located in each apartment as per code requirements. There are no 3-way wall switches in the basement or cellar levels.

7. Safety Systems
   a. Lightning protection: A lightning protection system shall be provided with points at the roofs of each building. System shall be complete with grounding rods, risers and connections to earth. System shall meet master label requirements. Conduct and cables will be run vertically through the concrete frame building.
   b. FAA Warning Lights: An obstruction signal system consisting of FAA warning lights shall be provided on the roofs of Towers B and C.

R. Telephone, Intercom and Security Systems:

The complex will require a complete Information Technology, Audio Visual and Security system. The systems will be converged to all run on the sample structured cable plant. Depending upon the uptime required, the facility may need two (2) points of entry with diverse routes back to separate telecommunications central offices (owned by Verizon). The dual pathways would require a main telecommunications room which has been located above the 150 year flood line. Conduit shall provide the pathways from the street to the Main Telecommunications Room and shall be four (4) 4" conduits per path. From the Main Telecommunications Room, pathways shall connect telecommunications closets stacked vertically up the building. Depending upon user population, one telecom closet every three floors will suffice. The telecom closets will hold equipment racks with patch panels for fiber optic and copper riser cabling and lateral copper and coaxial cabling. The closets will house security equipment and active IT electronics. An exhaust fan with approximately 300 CFM of air movement. A rooftop weather head is required for telecommunications antennas on the roof and a 4" conduit shall establish a permanent pathway to it.

Security systems shall feature IP video surveillance around the perimeter of the building, the parking facility, the lobby and the elevators. Emergency call boxes shall be specified in the garage. Access control will be specified to record and log people entering and exiting the building. The elevators, front door and vehicle barrier gates are accessed controlled. Intercoms shall be required between the front reception desk and all condos.

Amenity space AV systems shall include a screening room for multimedia content and digital signage for tenant package deliveries and building announcements.

S. Public Area Lighting:

Lighting is provided in all public areas to meet the code required illumination level for egress and to meet the energy code requirements.

Halls and stairs will be lit with surface mounted fluorescent fixtures and shall be illuminated according to code requirements for egress and to meet or exceed IES criterion of 5 foot candles.

Landscaped walkways and sitting areas are lit to emphasize specific site features based on IES recommendations for each space type. Generally, fixtures will consist of cut-off luminaries to control sky brightness, lamped with energy efficient metal halide sources.

T. Garage:

The Parking Unit will be managed by a separate vendor. Unit Owners will contract directly with the vendor for parking on a daily, weekly, monthly or long term basis.

During Phase I, the Parking Unit will have the ability to accommodate approximately 982 vehicles. The quantity of required parking spaces for each Section of the Condominium is based on zoning requirements as noted in sections 36-21 and 36-33, chapter 6 of the Zoning Resolution of the City of New York. Section 36-33 provides that the minimum number of parking spaces allocated to the Residential Section must be equivalent to one-half (50%) of the total Residential Units in the Building. As such, one-half of the 148 Residential Units requires a minimum of seventy four (74) Residential spaces. Section 36-21 provides that the minimum number of Non-Residential parking spaces must be equivalent to one parking space per 1,000 square feet of the Office and Retail floor area. The approximate 224,174 gross square feet of the Building's Retail and Office Sections require a minimum of 224 Non-Residential parking spaces. While no representation or guarantee is provided by Sponsor regarding the availability of parking spaces, it is expected that sufficient Residential parking spaces will be available so that each Residential Unit in the Building will be able to park a vehicle in the Parking Unit.

No Community Facilities are proposed, no spaces are required.

The garage is located on the four (4) cellar levels (P4, P3, P2 and P1) of building C/D.

The P4 cellar level is a reinforced concrete slab on grade. Cellar levels P3, P2 and P1 are reinforced framed concrete slabs.

Automobile access to the parking area is by means of a concrete ramp from 39th Avenue. Two separate elevator lobbies are provided with two elevators in each lobby. One lobby is located in the Southwest corner of 1st floor Plaza level adjacent to the public plaza and the other lobby with two elevators is located in the Northeast corner of the 1st floor Plaza level adjacent to the public plaza access-way.

Garage exhaust fans are provided and sized to have capability to exhaust at a rate of a 1.5 CFM per square foot and not less than a 0.05 cfm per square foot. The fans are provided with the variable frequency drives. Carbon monoxide sensors will be installed in the Garage to measure level of carbon monoxide. The outside air openings for ventilation located on the 3rd floor.

The garage shall be protected by a Class I standpipe system located in the heated stair enclosures as well as a dry-type sprinkler system. Dry-pipe valve cabinets shall be provided as indicated in the fire protection system description.

Lighting is fluorescent strip pendant type lighting.

U. Recreation Facilities:

See item K.4 and K.5 for recreation facilities

V. Permits and Certificates:

The proposed Building will be constructed under New York Department of Buildings New Building application.

Various environmental and sustainability features will be provided in order to comply with basic LEED (Leadership in Energy & Environmental Design) accreditation under

the U.S. Green Building Council (USGBC) guidelines for New Building Core & Shell work (LEED CS 2009).

The Project is seeking to achieve the following credits:

1. **Energy & Atmosphere (EA) Prerequisite 3: Fundamental Refrigerant Management**

EA Prerequisite 3 Requirements:

Zero use of chlorofluorocarbon (CFC)-based refrigerants in new base building heating, ventilating, air conditioning and refrigeration (HVAC&R) systems. When reusing existing base building HVAC equipment, complete a comprehensive CFC phase-out conversion prior to project completion. Phase-out plans extending beyond the project completion date will be considered on their merits.

Existing small HVAC units (defined as containing less than 0.5 pounds (228 grams) of refrigerant) and other equipment, such as standard refrigerators, small water coolers and any other equipment that contains less than 0.5 pounds (228 grams) of refrigerant, are not considered part of the base building system and are not subject to the requirements of this prerequisite.

2 **Energy & Atmosphere (EA) Credit 4: Enhanced Refrigerant Management**

Zero use of ozone depleting substances in all tenant-installed fire suppression systems, such that spaces within the scope of anticipated tenant work shall comply with the requirements of EA Credit 4 when completed.

EA Credit 3 Requirements:

OPTION 1
Do not use refrigerants.

OR

OPTION 2
Select refrigerants and heating, ventilating, air conditioning and refrigeration (HVAC&R) that minimize or eliminate the emission of compounds that

contribute to ozone depletion and global climate change. The base building HVAC&R equipment must comply with the following formula, which sets a maximum threshold for the combined contributions to ozone depletion and global warming potential:

$$LCGWP + LCODP \times 10^5 \leq 100$$

Small HVAC units (defined as containing less than 0.5 pounds of refrigerant) and other equipment, such as standard refrigerators, small water coolers and any other cooling equipment that contains less than 0.5 pounds of refrigerant, are not considered part of the base building system and are not subject to the requirements of this credit.

Do not operate or install fire suppression systems that contain ozone-depleting substances such as CFCs, hydrochlorofluorocarbons (HCFCs) or halons."

3. **Indoor Environmental Quality (IEQ) Prerequisite : Minimum Indoor Air Quality Performance**

ASHRAE STANDARD 62.1-2007
Meet the minimum requirements of Sections 4 through 7 of ASHRAE Standard 62.1-2007, Ventilation for Acceptable Indoor Air Quality (with errata but without addenda).

OR

CASE 2. NATURALLY VENTILATED SPACES
Naturally ventilated spaces must comply with ASHRAE Standard 62.1-2007, Paragraph 5.1 (with errata but without addenda).

4. **Indoor Environmental Quality (IEQ) Prerequisite 2 Environmental Tobacco Smoke (ETS) Control**

Smoking is prohibited within 25 feet of entries, outdoor air intakes, and operable windows. Smoking is prohibited in the commercial tenant space and all common areas of the project building."

5. Indoor Environmental Quality (IEQ) Credit 1: Outdoor Air Delivery Monitoring

Install permanent monitoring systems to ensure that ventilation systems maintain design minimum requirements. Configure all monitoring equipment to generate an alarm when the airflow values or carbon dioxide (CO_2) levels vary by 10% or more from the design values via either a building automation system alarm to the building operator or a visual or audible alert to the building occupants.

AND

CASE 1. MECHANICALLY VENTILATE SPACES

Monitor CO_2 concentrations within all densely occupied spaces i.e., those with a design occupant density of 25 people or more per 1,000 square feet (95 square meters). CO_2 monitors must be between 3 and 6 feet (between 1 and 2 meters) above the floor. Provide a direct outdoor airflow measurement device capable of measuring the minimum outdoor air intake flow with an accuracy of plus or minus 15% of the design minimum outdoor air rate, based on the value determined in IEQ Prerequisite 1: Minimum Indoor Air Quality Performance, for mechanical ventilation systems where 20% or more of the design supply airflow serves non-densely occupied spaces.

CASE 2. NATURALLY VENTILATED SPACES

Monitor CO_2 concentrations within all naturally ventilated spaces. CO_2 monitors must be between 3 and 6 feet (between 1 and 2 meters) above the floor. One CO_2 sensor may be used to monitor multiple non-densely occupied spaces if the natural ventilation design uses passive stack(s) or other means to induce airflow through those spaces equally and simultaneously without intervention by building occupants.

W. Violations:

None.

X. Vaults:

Concrete vaults housing the Consolidated Edison electrical transformers servicing the retail, office and residential units will be located below the sidewalk on 39th Avenue, West of the garage entrance ramp.

The four (4) compartment concrete transformer vault is 52'-6"long, 10'-8"wide and 10'-9 1/4" deep. The vault and transformer equipment are owned and maintained by Consolidated Edison.

Y. Lot Line Windows:

None.

Z. Unit Information:

1. Residential Unit Information:

There will be 148 Residential Units in Building C.

Ceiling heights in the Residential Units may range from 7'-6" to 8'-5" feet, varying from floor to floor and unit to unit. Ceiling heights at bathrooms and corridors in the Residential Units are typically at 7'-6" feet but may vary from floor to floor due to normal construction variances. Ceiling heights in the public corridors will be approximately 8'-0" – 8'-3". At beam drops and/or where there are concealed mechanical pipes or ducts or dropped ceilings, heights may be lower than the above stated heights and may also vary slightly from room to room.

Condominium Unit 5B, a two bedroom two bath residency will be provided for a full time on-site Superintendent.

The wood flooring is 1/2" x 5.11" x 6' engineered white oak as manufactured by Kahrs. Model is Canvas Plank, color is Portofino.
Installation contractor's guaranty is one (1) year. Kahrs provides a comprehensive lifetime guarantee provided the floors are installed according to Kahrs guidelines. The warranty is extended to cover the structural integrity of every board and to withstand the effects of normal moisture or dryness. In addition, Kahrs ACRYLIC URETHANE FINISH is guaranteed not to wear through for

25 years from the date of original purchase but extends only for wear areas which cover a least ten percent (10%) of the surface area of the installed Kahrs floor. Flooring is capable of being resurfaced up to two (2) times.

Underlayment is by ECore. Product name: Qtscu, 6mm (1/4") recycled rubber.

Purchasers are advised that a discrepancy exists between the kitchen layouts provided in this Report and the kitchen layouts listed in the approved Building Department plans. It is Sponsor's intention to (i) update the layouts of the kitchens in the Building Department Plans and (ii) submit the revisions for Building Department approval.

AA. Safety and Warning Devices:

1. Smoke Detection System: Each Residential Unit will contain a smoke and carbon monoxide detector located in the vicinity of the bedrooms wired to a 120-volt local power supply and will be self-contained with its own sounding device.
Smoke detectors will be installed in the supply air systems having capacity larger than 2,000CFM.
Combination fire and smoke dampers will be installed in the ducts that penetrate public corridor walls, except if the duct is 24 gauge or higher in thickness and there are no openings serving the corridor.
Combination fire and smoke dampers will be installed in the ducts that penetrate the fire walls.
Combination fire and smoke dampers will be installed in the ducts that penetrate shaft enclosures.
Fire dampers will be installed in the 2-hour fire barriers that are not public corridors.
Smoke dampers will be installed in the smoke barriers.

BB. Documents to be transferred to the Condominium Management:

The following documents shall be transferred to the condominium management;

1. Operation & Maintenance (O&M) manuals for all mechanical equipment
2. Electronic system manual

3. Re-commissioning manual (as applicable)
4. Equipment Warranties
5. Roof Warranty
6. Major equipment Start-Up sheets
7. Control System As-Built drawings
8. Original Test & Balance Reports for the HVAC System
9. In-Door Air Quality Report
10. Final As-Built drawings as maintained during construction including but not limited to structural, mechanical, electrical, plumbing, fire protection shop drawings.

CC. Tenant Protection Plan:

The building will be occupied (by tenants and/or Unit owners) prior to obtaining the Final Certificate of Occupancy. As a Special Risk, the "Tenant Protection Plan" as described in section 28-104.8.4 of Part A (Chapters 1 through 5 of Title 28) is to be submitted to the NYC Department of Buildings for review and approval. A copy of the current Protection Plan is to be distributed to each tenant and/or Unit owner.

The types or Residential units, together with the type and number of rooms in each of the same, are as follows:

MODEL NO.	DESCRIPTION
A (5th - 14th Floor)	Living/Dining Room, Foyer, Kitchen, 1 Bedroom, 1 Bath
A (15th Floor)	Living/Dining Room, Foyer, Kitchen, 2 Bedroom, 2 Bath, Terrace
A (16th Floor)	Living/Dining Room, Foyer, Kitchen, 3 Bedroom, 3 Bath, Terrace, Duplex
B (4th Floor)	Living/Dining Room, Foyer, Kitchen, 2 Bedroom, 2 Bath, Terrace
B (5th-14th Floor)	Living/Dining Room, Foyer, Kitchen, 2 Bedroom, 2 Bath
C (4th Floor)	Living/Dining Room, Foyer, Kitchen, 2 Bedroom, 2 Bath, Terrace
C (5th - 14th Floor)	Living/Dining Room, Foyer, Kitchen, 2 Bedroom, 2 Bath
C (15th Floor)	Living/Dining Room, Foyer, Kitchen, 3 Bedroom, 2 Bath, Terrace
C (16th, 17th Floor)	Living/Dining Room, Foyer, Kitchen, 3 Bedroom, 2 Bath
D	Living/Dining Room, Foyer, Kitchen, 1 Bedroom, 1 Bath, Terrace

(4th Floor)	
D (5th - 14th Floor)	Living/Dining Room, Foyer, Kitchen, 1 Bedroom, 1 Bath
E (4th Floor)	Living/Dining Room, Foyer, Kitchen, 2 Bedroom, 2 Bath, Terrace
E (5th - 14th Floor)	Living/Dining Room, Foyer, Kitchen, 2 Bedroom, 2 Bath
E (15th Floor)	Living/Dining Room, Foyer, Kitchen, 1 Bedroom, 1 Bath, Terrace
E (16th Floor)	Living/Dining Room, Foyer, Kitchen, 1 Bedroom, 1 Bath
F (4th Floor)	Living/Dining Room, Foyer, Kitchen, 1 Bedroom, 1 Bath, Terrace
F (5th - 14th Floor)	Living/Dining Room, Foyer, Kitchen, 1 Bedroom, 1 Bath
G (4th Floor)	Living/Dining Room, Foyer, Kitchen, 3 Bedroom, 2 Bath, Terrace
G (5th - 14th Floor)	Living/Dining Room, Foyer, Kitchen, 3 Bedroom, 2 Bath
G (15th Floor)	Living/Dining Room, Foyer, Kitchen, 2 Bedroom, 2 Bath, Terrace
G (16th Floor)	Living/Dining Room, Foyer, Kitchen, 2 Bedroom, 2 Bath
H (4th Floor)	Living/Dining Room, Foyer, Kitchen, 2 Bedroom, 2 Bath, Terrace

H (5th - 14th Floor)	Living/Dining Room, Foyer, Kitchen, 2 Bedroom, 2 Bath
H (15th Floor)	Living/Dining Room, Foyer, Kitchen, 4 Bedroom, 3 Bath, Terrace
H (16th Floor)	Living/Dining Room, Foyer, Kitchen, 4 Bedroom, 3 Bath
H (17th Floor)	Living/Dining Room, Foyer, Kitchen, 3 Bedroom, 2 Bath, Terrace
J (4th Floor)	Living/Dining Room, Foyer, Kitchen, 1 Bedroom, 1 Bath
J (5th - 14th Floor)	Living/Dining Room, Foyer, Kitchen, 1 Bedroom, 1 Bath, Terrace
K (4th - Floor)	Living/Dining Room, Foyer, Kitchen, 2 Bedroom, 2 Bath, Terrace
K (5th - 14th Floor)	Living/Dining Room, Foyer, Kitchen, 1 Bedroom, 1 Bath
K (15th Floor)	Living/Dining Room, Foyer, Kitchen, 2 Bedroom, 2 Bath, Terrace
K (16th, 17th Floor)	Living/Dining Room, Foyer, Kitchen, 2 Bedroom, 2 Bath
L (4th Floor)	Living/Dining Room, Foyer, Kitchen, 2 Bedroom, 2 Bath, Terrace
L (5th -14th Floor)	Living/Dining Room, Foyer, Kitchen, 2 Bedroom, 2 Bath
M (5th - 14th Floor)	Living/Dining Room, Foyer, Kitchen, 2 Bedroom, 2 Bath

M (15th Floor)	Living/Dining Room, Foyer, Kitchen, 3 Bedroom, 3 Bath, Terrace
M (16th, 17th Floor)	Living/Dining Room, Foyer, Kitchen, 3 Bedroom, 3 Bath

2. Finish Schedule:

Finish Schedule for Typical Apartments

LOCATION	FLOOR	WALL	BASE	CEILING	REMARKS
Foyer, Corridors	Wood	Painted Gypsum Board	Painted wood	Suspended 5/8" gypsum board-painted	
Living /Dining room, Closets, All other rooms and halls in Unit.	Wood	Painted Gypsum Board	Painted wood	Suspended 5/8" gypsum board-painted	
Bedroom	Wood	Painted Gypsum Board	Painted wood	Suspended 5/8" gypsum board-painted	
Master Bathroom	Ceramic, Stone, or Marble tile	Ceramic, Stone, or Marble tile on water resistant gypsum board and painted gypsum board	Ceramic, Stone, or Marble tile	Hung water resistant gypsum board - painted	Full height ceramic, stone or marble tile at showers / tub surround and behind toilet / lavatory. Synthetic stone countertops, mirror

Bathrooms	Ceramic, Stone, or Marble tile	Ceramic, Stone, or Marble tile on water resistant gypsum board and painted gypsum board	Ceramic, Stone, or Marble tile	Hung water resistant gypsum board - painted	Full height ceramic, stone or marble tile at showers / tub surround and behind toilet / lavatory. Synthetic stone countertops, mirror
Kitchen	Ceramic, Stone, or Marble tile	Painted gypsum board, backpainted glass backsplash	Painted wood	Suspended 5/8" gypsum board-painted	Synthetic stone countertops and backsplash
Laundry Closet	Vinyl	Painted gypsum board	Rubber	Suspended 5/8" gypsum board-painted	Ceramic tile threshold

Finish Schedule Of Spaces Other Than Units

LEVEL	ROOM	FLOOR	WALL	CEILING	REMARKS
P4 - Garage	All	Sealed Concrete	Paint on Concrete/Concrete Masonry Units	Exposed Concrete	Traffic coating on floors in all Mechanical and Equipment rooms.
	Stairs	Sealed Concrete	Paint on Concrete/Concrete Masonry Units	Paint	
	Garage Elev Lobby	Sealed Concrete	Paint on Concrete/Concrete Masonry Units	Acoustical Ceiling Panels, Painted Gypsum Board	
	Corridor	Sealed Concrete	Paint on Concrete/Concrete Masonry Units	Acoustical Ceiling Panels	
P3 - Garage	All	Sealed Concrete	Paint on Concrete/Concrete Masonry Units	Exposed Concrete	Traffic coating on floors in all Mechanical and Equipment rooms.

	Stairs	Sealed Concrete	Paint on Concrete/Concrete Masonry Units	Paint	
	Garage Elev Lobby	Sealed Concrete	Paint on Concrete/Concrete Masonry Units	Acoustical Ceiling Panels, Painted Gypsum Board	
	Corridor	Sealed Concrete	Paint on Concrete/Concrete Masonry Units	Acoustical Ceiling panels	
P-2 Garage	All	Sealed Concrete	Paint on Concrete/Concrete Masonry Units	Exposed Concrete	Traffic coating on floors in all Mechanical and Equipment rooms.
	Stairs	Sealed Concrete	Paint on Concrete/Concrete Masonry Units	Paint	
	Garage Elev Lobby	Sealed Concrete	Paint on Concrete/Concrete Masonry Units	Acoustical Ceiling Panels, Painted Gypsum Board	
	Corridor	Sealed Concrete	Paint on Concrete/Concrete Masonry Units	Acoustical Ceiling panels	
P-1 Garage	Garage	Sealed Concrete	Paint on Concrete/Concrete Masonry Units	Exposed Concrete	Traffic coating on floors in all Mechanical and Equipment rooms.
	Mechanical/ Equipment	Sealed Concrete	Paint on Concrete/Concrete Masonry Units	Exposed Concrete	Traffic coating on floors in all Mechanical and Equipment rooms.
	Stairs	Sealed Concrete	Paint on Concrete/Concrete Masonry Units	Paint	
	Garage Elev Lobby	Sealed Concrete	Paint on Concrete/Concrete Masonry Units	Acoustical Ceiling Panels, Painted Gypsum Board	

	Corridor	Sealed Concrete	Paint on Concrete/Concrete Masonry Units	Acoustical Ceiling panels
	Men's Shower Rm	Porcelain Tile	Porcelain Tile	Painted Gypsum Board
	Women's Shower Room	Porcelain Tile	Porcelain Tile	Painted Gypsum Board

1ST Floor	Stairs	Sealed Concrete	Paint on Concrete/Concrete Masonry Units	Paint
	Toilet Rm	Porcelain Tile	Porcelain Tile	Painted Gypsum Board
	Residential Elev Lobby	Terrazzo	Paint	Painted Gypsum Board
	Office Lobby	Terrazzo	Paint	Painted Gypsum Board, Acoustical Ceiling Panels
	Office Elev Lobby	Terrazzo	Paint	Painted Gypsum Board
	Office	Carpet, Sealed Concrete	Paint	Acoustical Ceiling Panels
	Corridors	Vinyl Tile, Walk-Off Mat	Paint	Painted Gypsum Board, Acoustical Ceiling Panels
	Storage	Sealed Concrete	Paint	Acoustical Ceiling Panels
	Lockers	Porcelain Tile	Paint	Acoustical Ceiling Panels
	Electric Rm	Vinyl Tile	Paint	Acoustical Ceiling Panels
	Residential Bike Storage	Sealed Concrete	Paint	Acoustical Ceiling Panels
	Janitor's Closet	Porcelain Tile	Paint	Painted Gypsum Board
	Trash, Recycle	Sealed Concrete	Paint	Painted Gypsum Board
	Loading Berths	Sealed Concrete	Paint	Painted Gypsum Board
	Staging Area	Sealed Concrete	Paint	Painted Gypsum Board

	Retail	Sealed Concrete	Paint	Acoustical Ceiling Panels

2 ND Floor	Stairs	Sealed Concrete	Paint	Paint
	Corridor	Sealed Concrete	Paint	Acoustical Ceiling Panels

3 RD Floor	Stairs	Sealed Concrete	Paint	Paint
	Corridor	Porcelain Tile	Paint	Acoustical Ceiling Panels
	Toilet Rm	Porcelain Tile	Porcelain Tile	Acoustical Ceiling Panels
	Irrigation Rm	Porcelain Tile	Porcelain Tile	Painted Gypsum Board
	Elevator Lobby	Porcelain Tile	Paint	Painted Gypsum Board
	Tele/Data Closet	Carpet	Paint	Painted Gypsum Board
	Elec Closet	Sealed Concrete	Paint	Painted Gypsum Board

4TH Floor - BLDG C	Stairs	Sealed Concrete	Paint	Paint
	Corridor	Carpet	Wall Covering	Painted Gypsum Board
	Trash Rm	Porcelain Tile	Porcelain Tile, Paint	Painted Gypsum Board
	Amenity Lounge	Vinyl Plank Tile, Area Rug	Wall Covering	Painted Gypsum Board, Acoustical Ceiling Panels
	Toilet Rm	Porcelain Tile	Porcelain Tile	Painted Gypsum Board
	Exercise Rm	Vinyl Plank Tile	Wall Covering	Painted Gypsum Board, Acoustical Ceiling Panels
	Tenant Storage	Vinyl Plank Tile	Paint	Painted Gypsum Board
	Elec Closet	Sealed Concrete	Paint	Painted Gypsum Board

5TH - 16TH Floor - BLDG C	Stairs	Sealed Concrete	Paint	Paint
	Corridor	Carpet	Wall Covering	Painted Gypsum Board
	Trash Rm	Porcelain Tile	Porcelain Tile, Paint	Painted Gypsum Board
	Elec Closet	Sealed Concrete	Paint	Painted Gypsum Board

17TH Floor - BLDG C	Stairs	Sealed Concrete	Paint	Paint
	Corridor	Carpet	Wall Covering	Painted Gypsum Board, Acoustical Ceiling Panels
	Trash Rm	Porcelain Tile	Porcelain Tile, Paint	Painted Gypsum Board
	Elec Closet	Sealed Concrete	Paint	Painted Gypsum Board

4TH - 13TH Floor - BLDG D	Stairs	Sealed Concrete	Paint	Paint
	Corridor	Carpet	Paint	Painted Gypsum Board, Acoustical Ceiling Panels
	Elevator Lobby	Carpet	Paint	Painted Gypsum Board
	Elec Closet	Sealed Concrete	Paint	Painted Gypsum Board
	Tele/Data Closet	Sealed Concrete	Paint	Painted Gypsum Board
	Janitor's Closet	Porcelain Tile	Porcelain Tile, Paint	Painted Gypsum Board
	Toilet Rm	Porcelain Tile	Porcelain Tile	Painted Gypsum Board, Acoustical Ceiling Panels

3. Fixtures and Appliances: Subject to Sponsor's right to substitute materials, appliances, fixtures and equipment of equal or better quality than those set forth in this report, the Residential Units will be equipped with the following fixtures and appliances:

Fixtures and Appliances:

Water Closet	One piece elongated EZ height toilet, dual flush, 1.6 GPF, white finish, model T-1379SF as manufactured by KIOO or equivalent.
Bathtub	Low rise acrylic fiberglass reinforcement bath tub with white finish, Catalina model BT2033AC18-R as manufactured by Signature Plumbing Specialties or equivalent.
Shower Receptor	None. Shower is constructed in the field with tile walls and floor.
Lavatory	Vitreous china countertop mounted lavatory with white finish, model LV1008CE12 as manufactured Signature Plumbing Specialties or equivalent.

Kitchen Appliances: Typical Residential Unit, 4th–14th Floor

Gas Range / Oven	Bosch 800 series, five (5) burner, stainless steel, 30" slide-in gas range with a 4.8 cu.ft. self-cleaning oven, model HGI8054UC.

Sink	16 gauge stainless steel sink by Signature, model KS1171SS12SS.
Dishwasher	Bosch Ascenta series 24" bar handle, 4 cycle, five level wash, ENERGY STAR qualified stainless steel model SHX4AT55UC or Bosch 500 series 24" bar handle, 5 cycle, five level wash, ENERGY STAR qualified stainless steel model SHX65T55UC.
Refrigerator	Bosch Benchmark series, 30" built-in frost-free ENERGY STAR qualified stainless steel single door with bottom freezer, ice maker and glass shelves, model B30BB830SS.
Microwave Oven	Bosch 300 series, 30" over-the-range, stainless steel microwave, model HMV3052U.
Cabinet	Flush overlay on Type A frameless wood cabinet, high gloss lacquer finish, square edges on doors and drawer fronts, integrated pulls.

Kitchen Appliances: Typical Penthouse Unit, 15th-17th Floor

Range / Oven	Bosch 800 series, five (5) burner, stainless steel, 30" slide-in gas range with a 4.8 cu.ft. self-cleaning oven, model HGI8054UC.
Cooktop	Bosch 800 series, five (5) burner, 36" stainless steel top with cast iron grates, model NGM8655UC.
Oven	Bosch 500 series 30" flush built-in single wall oven with European convection cooking, self-cleaning model HBL5451UC.
Microwave/ Oven	Bosch 300 series 30" over-the-range, stainless steel microwave, model HMV3052U or Bosch 500 series flush mounted built in stainless oven model HMB5051 with 30" stainless steel trim kit model HMT5051.
Sink	16 gauge stainless steel sink by Signature, model KS1171SS12SS
Dishwasher	Bosch 500 series 24" bar handle, 5 cycle, five level wash, ENERGY STAR qualified stainless steel model SHX65T55UC
Refrigerator	Bosch Benchmark series, 36" built-in French door bottom–freezer, frost-free, ENERGY STAR qualified stainless steel model B36BT830NS or Bosch Benchmark series, 30" built-in frost-free ENERGY STAR qualified stainless steel single door with bottom freezer, ice maker and glass shelves, model B30BB830SS.

Exhaust Hood	Bosch Benchmark series wall mounted chimney exhaust hood with a 36" glass canopy, washable stainless steel grease filter, 4-stage speed settings and a 600 CFM centrifugal integrated blower, model HCG56651UC.
Wine Cooler	15" Marvel Professional high–efficiency single zone under counter model #MP15WSG3RS (right hinged) and #MP15WSG3LS (left hinged) with a 24 bottle capacity or 24" Marvel Professional high-efficiency single zone under counter model # MP24WSG4RS (right hinged) and #MP24WSG4LS (left hinged) with a 48 bottle capacity.
Cabinet	Flush overlay on Type A frameless wood cabinet, high gloss lacquer finish, square edges on doors and drawer fronts, integrated pulls.

Laundry Appliances: Typical Residential Unit, 4th-14th Floor

Washer	Bosch 500 series 24" compact washer, stackable, 2.2 cubic foot capacity, stainless steel drum, 15 programs and 6 special options, ENERGY STAR qualified model WAT28401UC.
Dryer	Bosch 500 series 24" compact electric condensation dryer, stainless steel drum, 4.0 cubic foot capacity, stackable, vent-less, 15 programs and 6 special options, ENERGY STAR qualified model WTG86401UC.

Laundry Appliances: Typical Penthouse Unit, 15th-17th Floor

Washer	Bosch 800 series 24" compact washer, stackable, 2.2 cubic foot capacity, stainless steel drum, 15 programs and 6 special options, ENERGY STAR qualified model WAT28402UC.
Dryer	Bosch 800 series 24" compact electric condensation dryer, stainless steel drum, 4.0 cubic foot capacity, stackable, vent-less, 15 programs and 6 special options, ENERGY STAR qualified model WTG86402UC.

Ceiling Heights

Floor	Area	Height
4th - 14th		
	Foyer/Hall	7'-6"
	Living/Dining Room	8'-5
	Dining Area	8'-5
	Kitchen	8'-5
	Master Suite	8'-5
	Bedroom 2	8'-5
	Bedroom 3	8'-5
	Bathroom	7'-6"
	Closets	7'-6"

15th, 16th		
	Foyer/Hall	7'-6"
	Living/Dining Room	8'-5
	Dining Area	8'-5
	Kitchen	7'-6" - 8'-5
	Master Suite	8'-5
	Bedroom 2	8'-5
	Bedroom 3	8'-5
	Bedroom 4	8'-5"
	Bathroom	7'-6"

	Closets	7'-6"

17th		
	Foyer	7'-6" - 8'-5"
	Living/Dining Room	8'-5" - 10'-0"
	Dining Area	8'-5" - 10'-0"
	Kitchen	8'-5" - 10'-0"
	Master Suite	8'-5"
	Bedroom 2	8'-5" - 10'-0"
	Bedroom 3	8'-5" - 10'-0"
	Bathroom	7'-6" - 8'-5"
	Closets	7'-6" - 8'-5"

Ceiling heights are approximate and subject to normal construction variances and tolerances.

THIS PAGE INTENTIONALLY LEFT BLANK

Floor Plan of Unit Types

THIS PAGE INTENTIONALLY LEFT BLANK

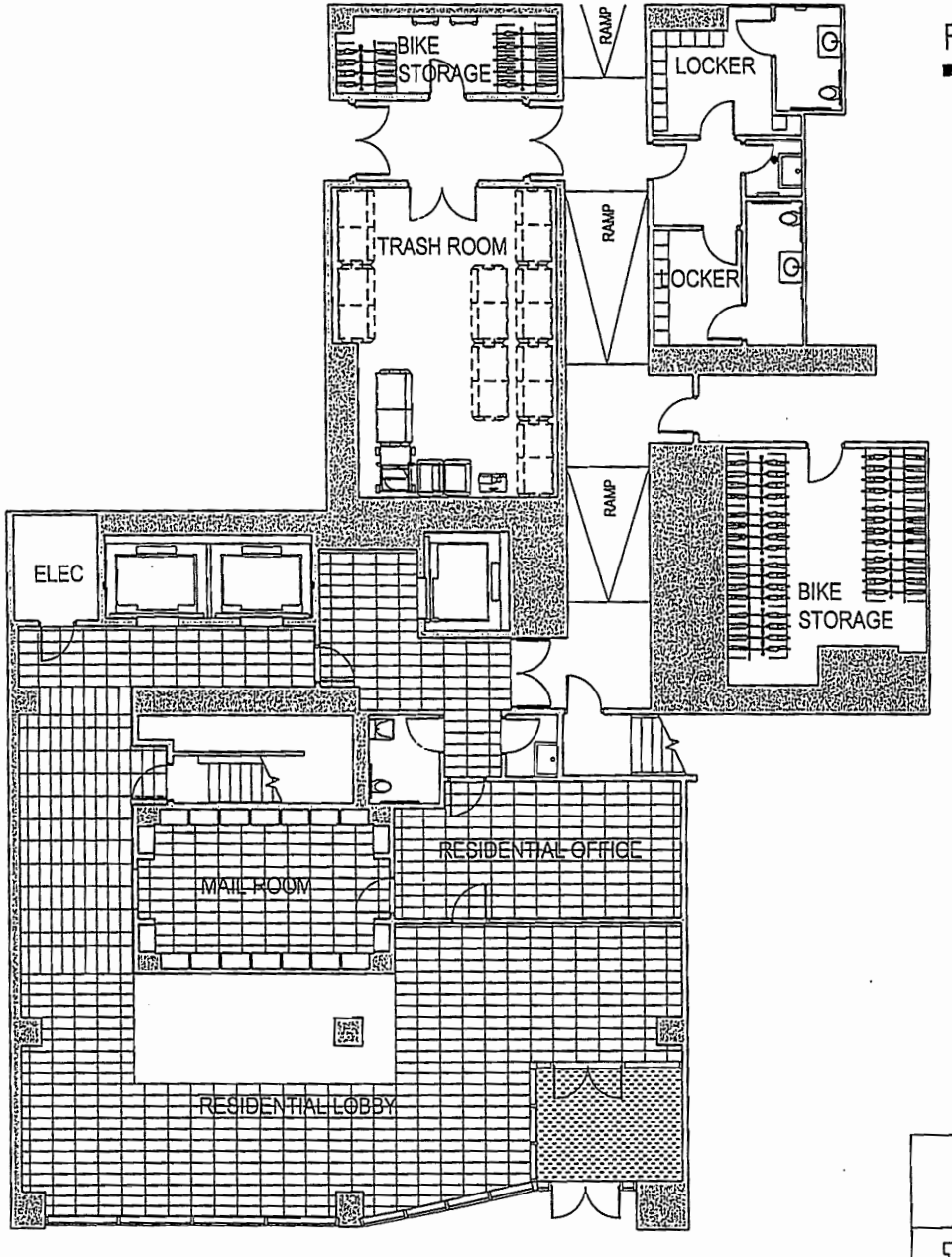
FLUSHING COMMONS

PHASE 1

RESIDENTIAL LOBBY

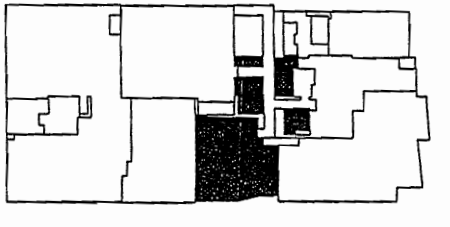
1st Floor

LOBBY
MAIL ROOM
LOCKER
BIKE STORAGE
OFFICE
TRASH ROOM



May 04, 2015

SCALE:
0 2 4 8 16 FEET 32



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

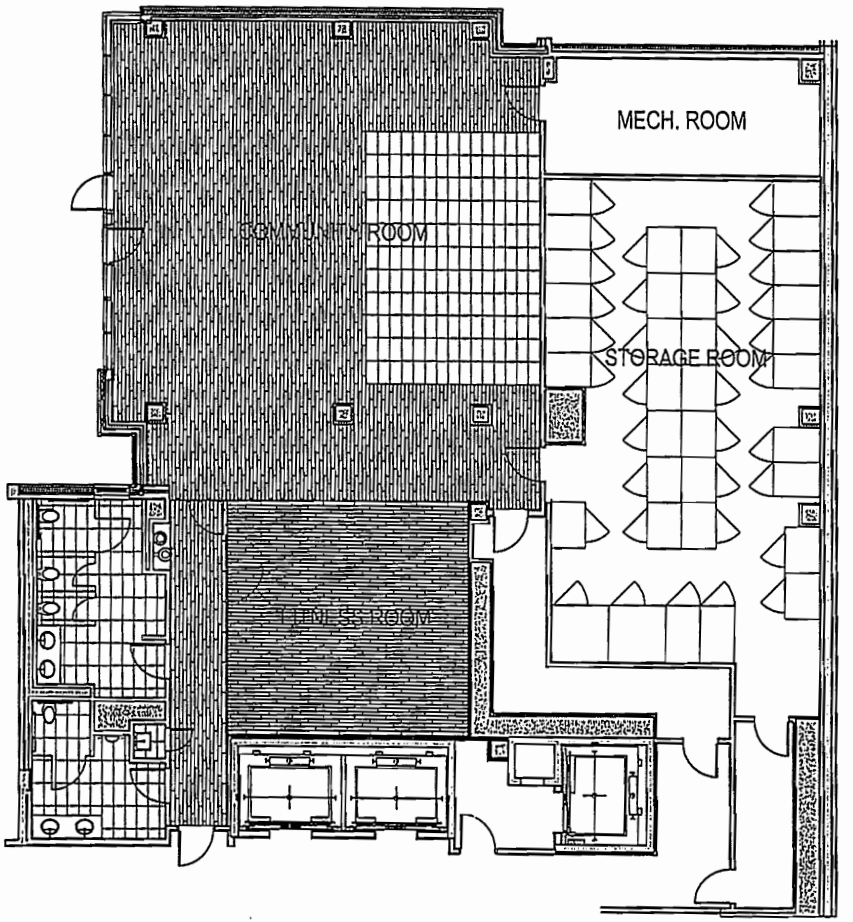
FLUSHING COMMONS

PHASE 1

AMENITY AREAS

4th Floor

COMMUNITY ROOM
STORAGE ROOM
FITNESS ROOM
2 RESTROOMS



May 04, 2015

SCALE:
0 2 4 8 16 FEET 32

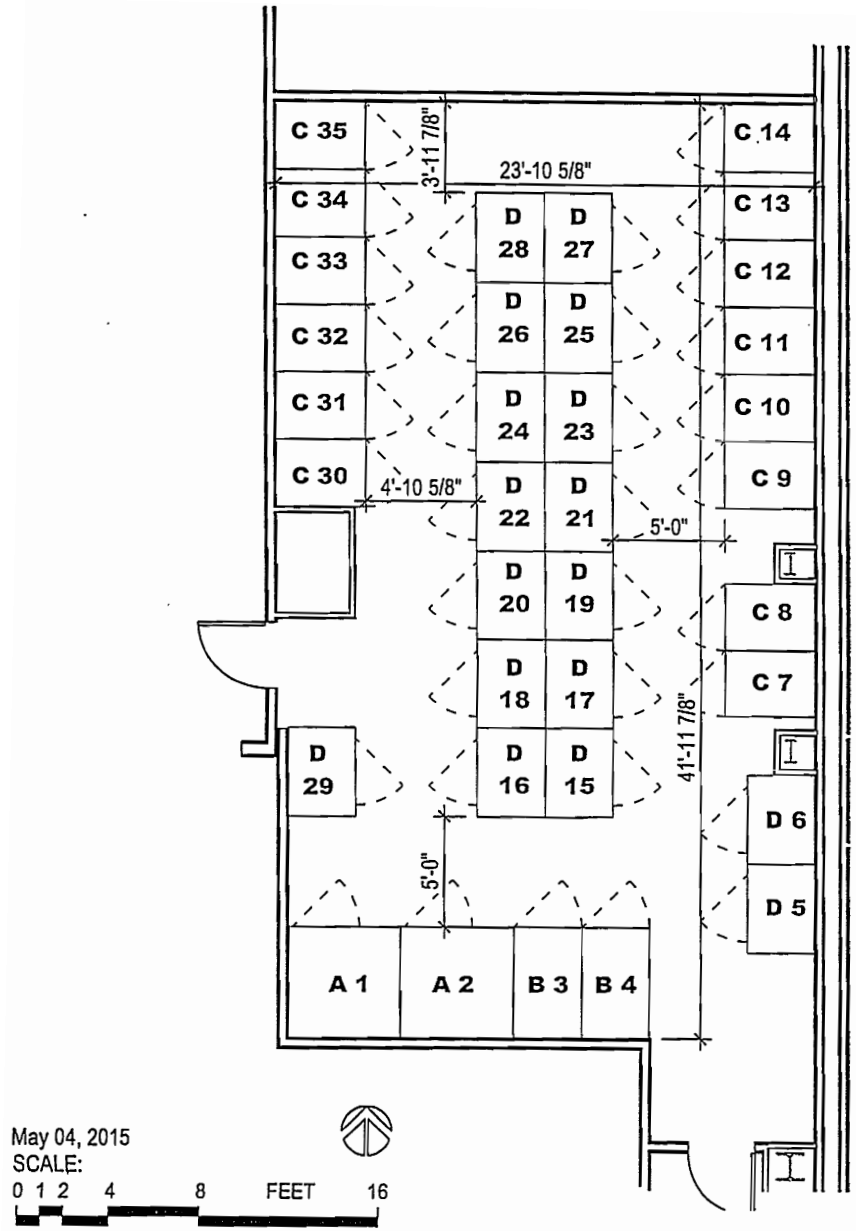
All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



FLUSHING COMMONS

PHASE 1

STORAGE BIN ROOM

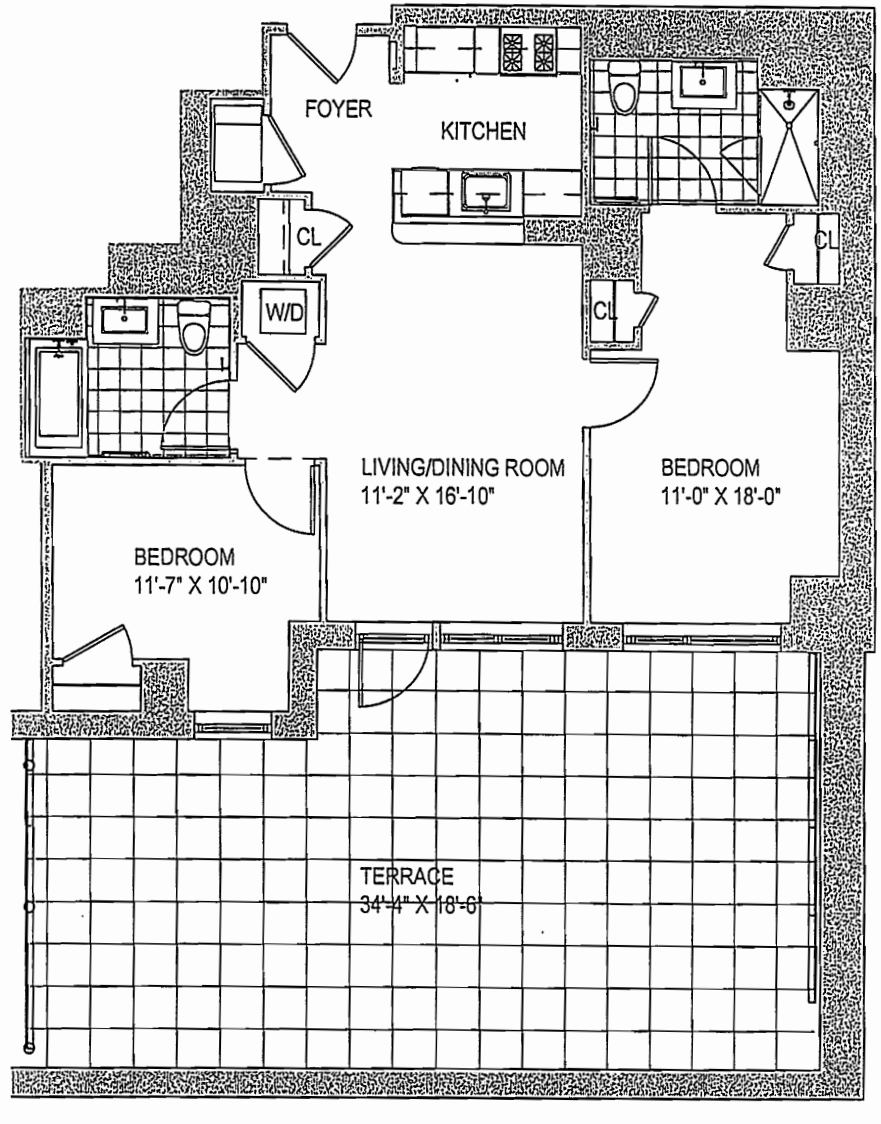


TENANT BIN LEGEND

A. REQUIRED ACCESSIBLE BINS
(5%) 5' W X 5' D = 2 UNITS
B. STORAGE 3' W X 5' D = 2 UNITS
C. STORAGE 3' W X 4' D = 14 UNITS
D. STORAGE 4' W X 3' D = 17 UNITS

TOTAL = 35 UNITS

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



FLUSHING COMMONS

PHASE 1
UNIT B
4th Floor

2 BEDROOMS
2 BATHS
LIVING/ DINING ROOM
TERRACE

NET AREA:
975 sq. ft. (90.6 sq. m.)

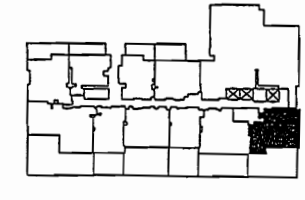
GROSS AREA:
1,317 sq. ft. (122.4 sq. m.)

TERRACE AREA:
632 sq. ft. (58.7 sq. m.)

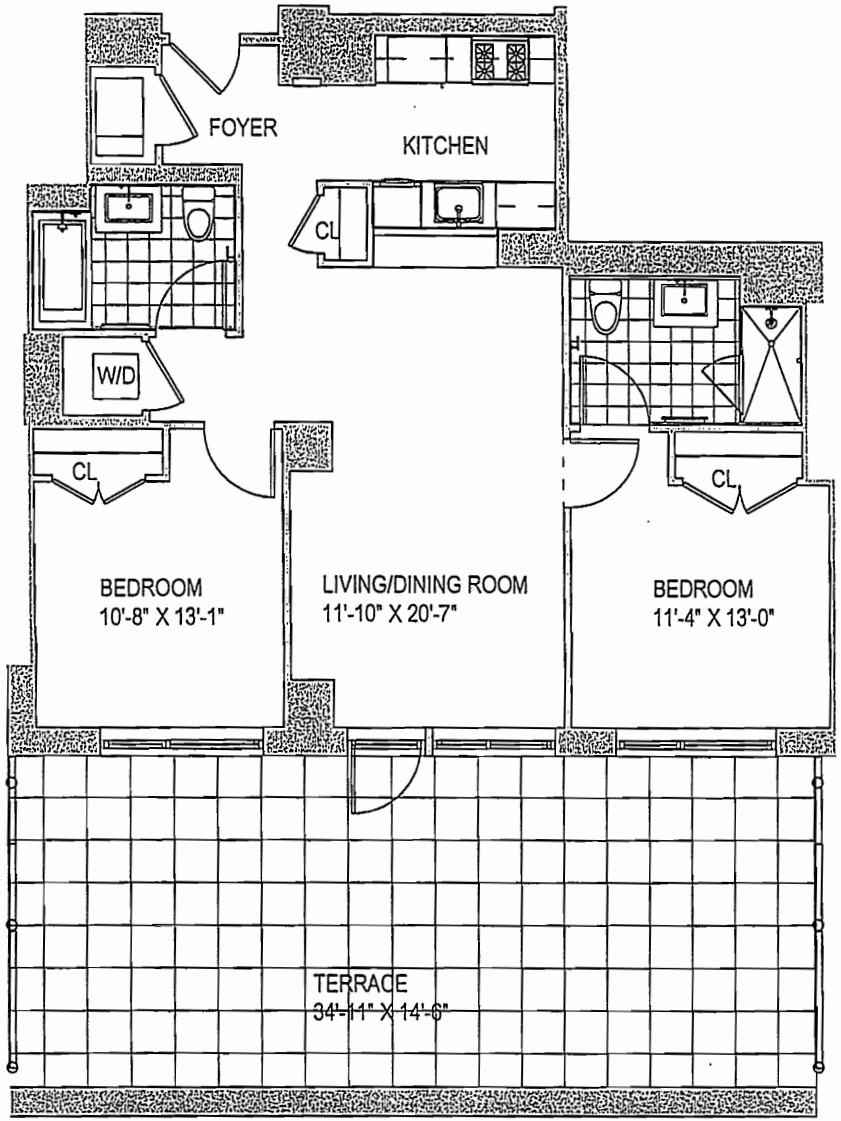
May 04, 2015

SCALE:
0 1 2 4 8 FEET 16





All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



May 04, 2015

SCALE:
0 1 2 4 8 FEET 16

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

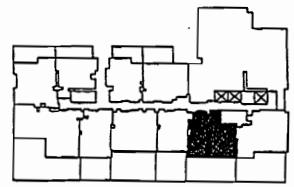
PHASE 1
UNIT C
4th Floor

2 BEDROOMS
2 BATHS
LIVING/ DINING ROOM
TERRACE

NET AREA:
974 sq. ft. (90.5 sq. m.)

GROSS AREA:
1,310 sq. ft. (121.7 sq. m.)

TERRACE AREA:
554 sq. ft. (51.4 sq. m.)



FLUSHING COMMONS

PHASE 1

UNIT D

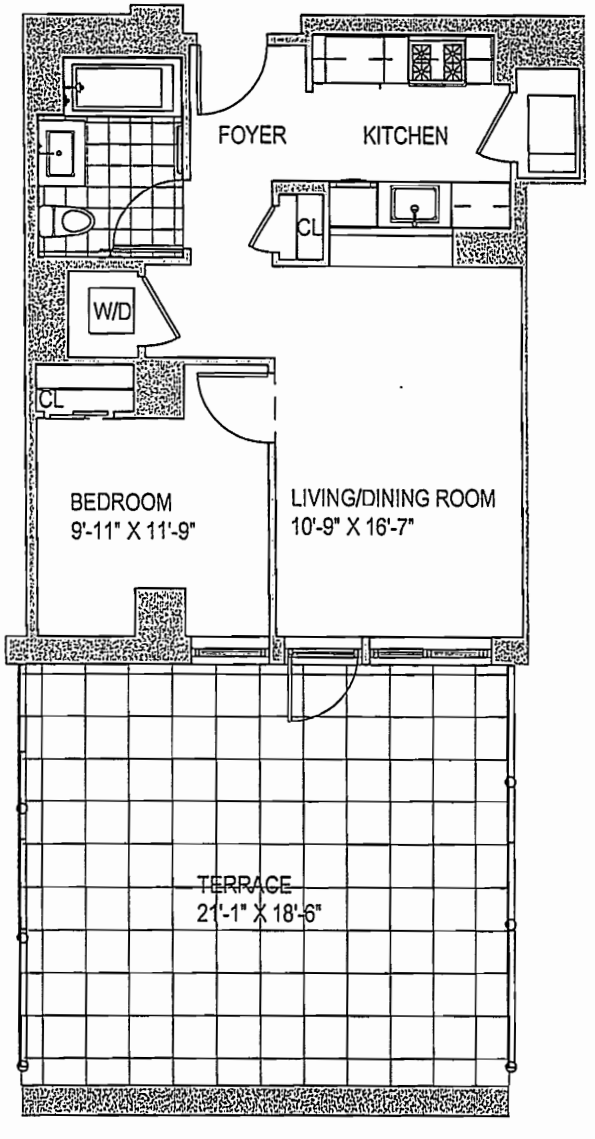
4th Floor

1 BEDROOM
1 BATH
LIVING/ DINING ROOM
TERRACE

NET AREA:
617 sq. ft. (57.3 sq. m.)

GROSS AREA:
835 sq. ft. (77.6 sq. m.)

TERRACE AREA:
419 sq. ft. (38.9 sq. m.)

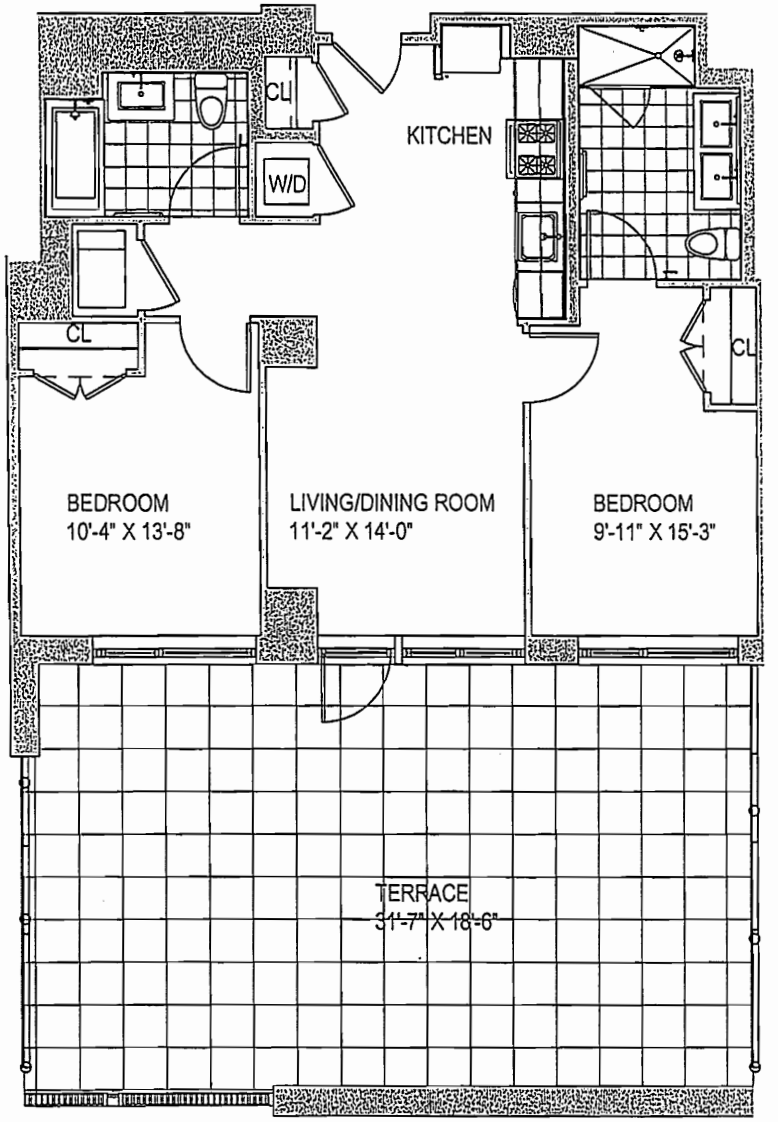


May 04, 2015

SCALE:
0 1 2 4 8 FEET 16



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



FLUSHING COMMONS

PHASE 1

UNIT E

4th Floor

2 BEDROOMS
2 BATHS
LIVING/ DINING ROOM
TERRACE

NET AREA:
880 sq. ft. (81.8 sq. m.)

GROSS AREA:
1,193 sq. ft. (110.8 sq. m.)

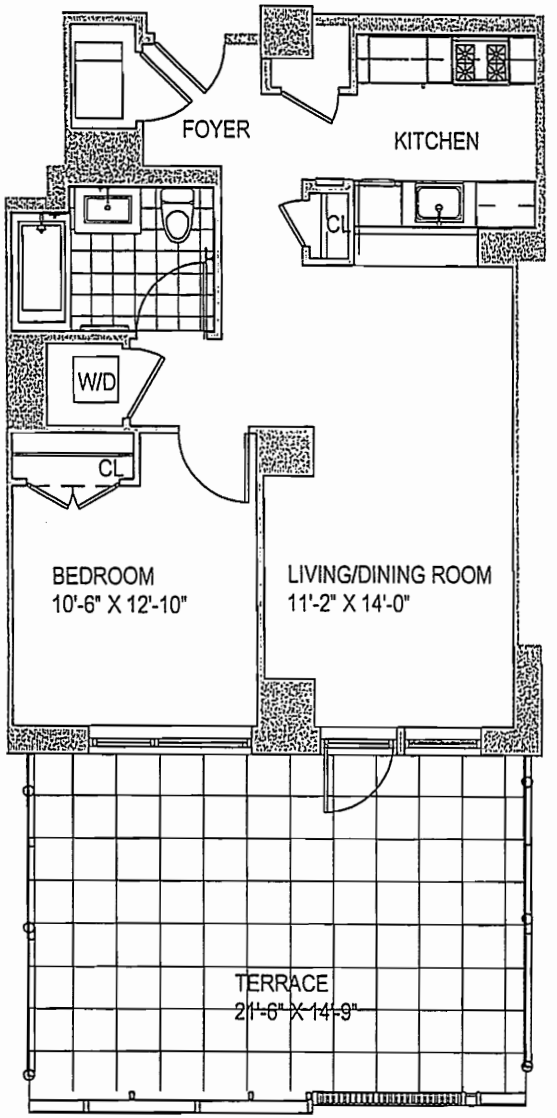
TERRACE AREA:
620 sq. ft. (57.6 sq. m.)

May 04, 2015

SCALE:
0 1 2 4 8 FEET 16



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



May 04, 2015

SCALE:
0 1 2 4 8 FEET 16

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

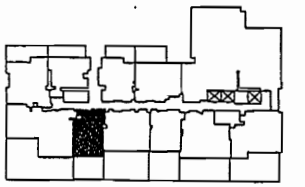
PHASE 1
UNIT F
4th Floor

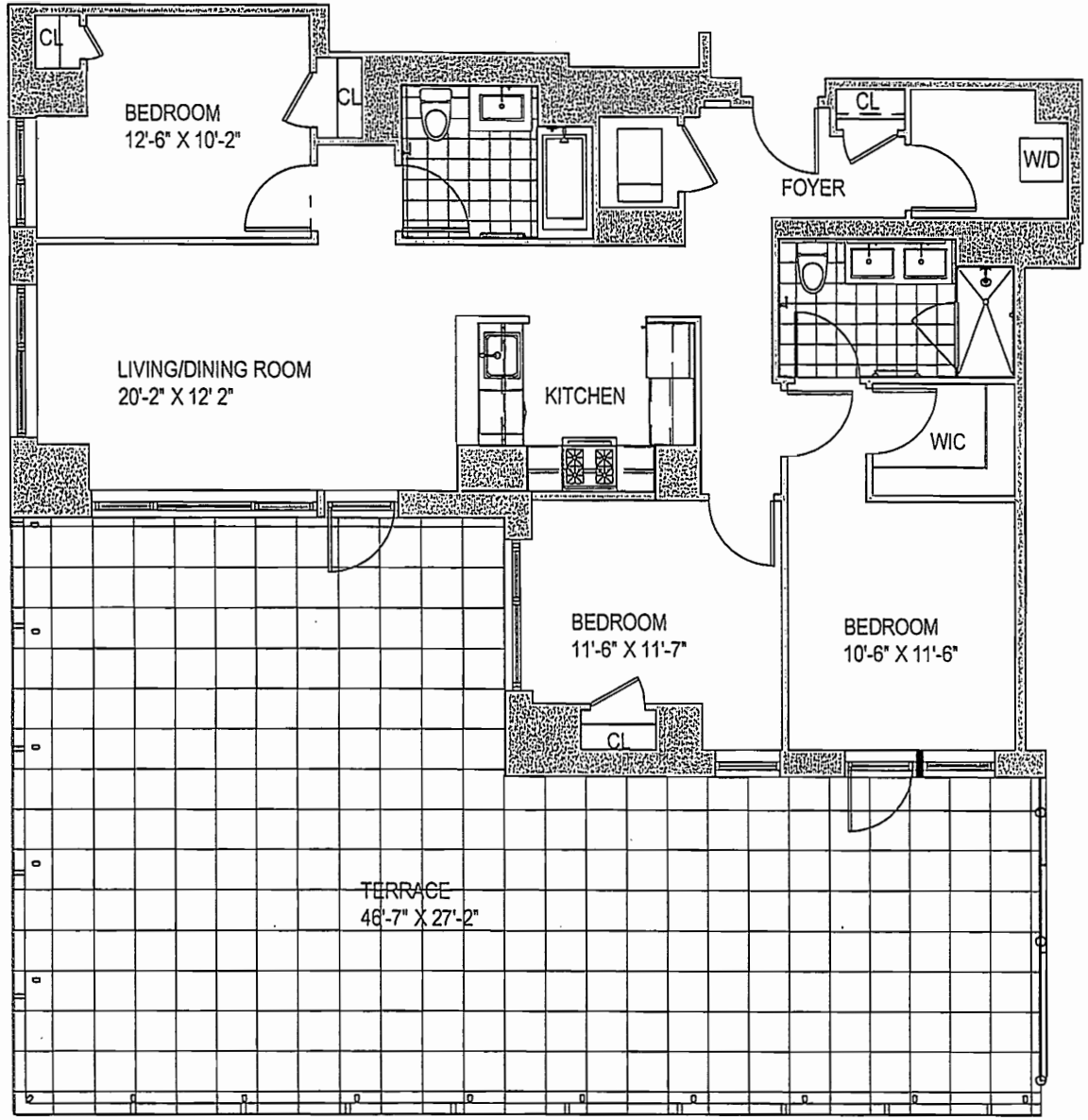
1 BEDROOM
1 BATHS
LIVING/ DINING ROOM
TERRACE

NET AREA:
708 sq. ft. (65.8 sq. m.)

GROSS AREA:
947 sq. ft. (88.0 sq. m.)

TERRACE AREA:
336 sq. ft. (31.2 sq. m.)





May 04, 2015

SCALE:
0 1 2 4 8 FEET 16

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

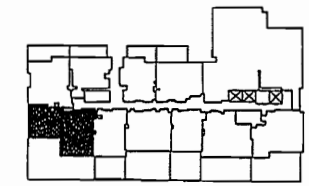
PHASE 1
UNIT G
4th Floor

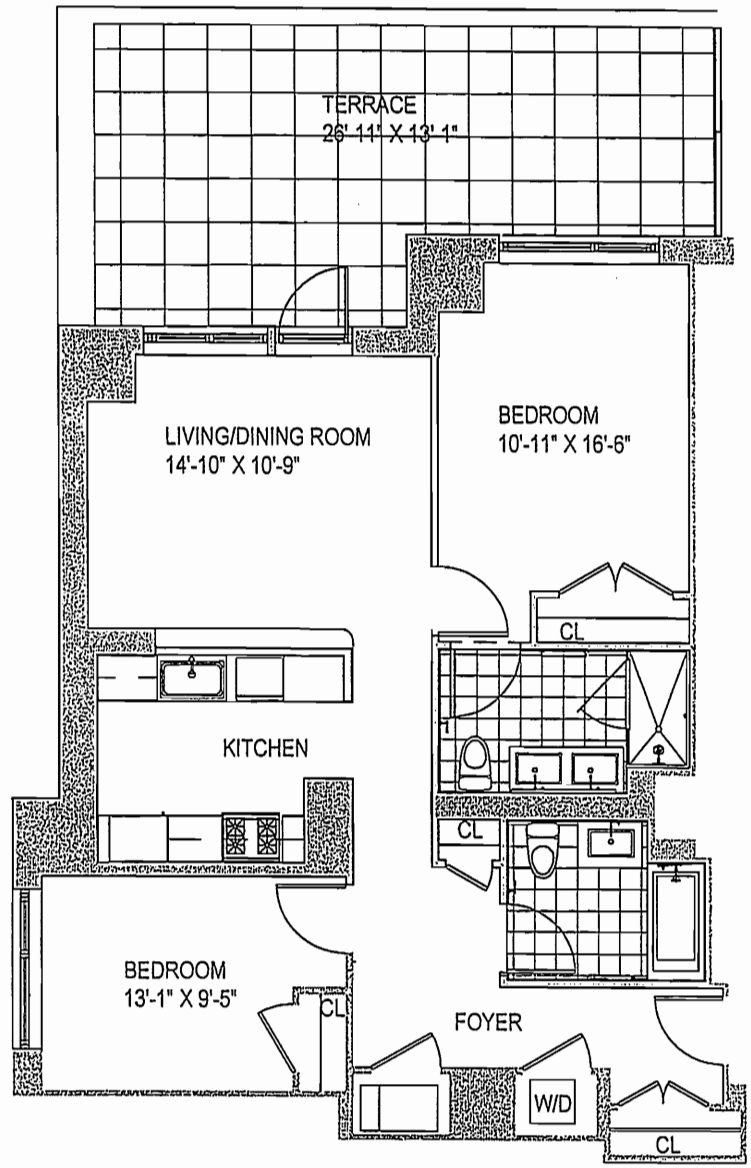
3 BEDROOMS
2 BATHS
LIVING/ DINING ROOM
TERRACE

NET AREA:
1,279 sq. ft. (118.8 sq. m.)

GROSS AREA:
1,742 sq. ft. (161.8 sq. m.)

TERRACE AREA:
1,016 sq. ft. (94.4 sq. m.)





May 04, 2015

SCALE:
0 1 2 4 8 FEET 16

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

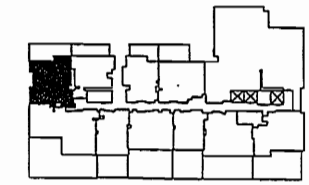
PHASE 1
UNIT H
4th Floor

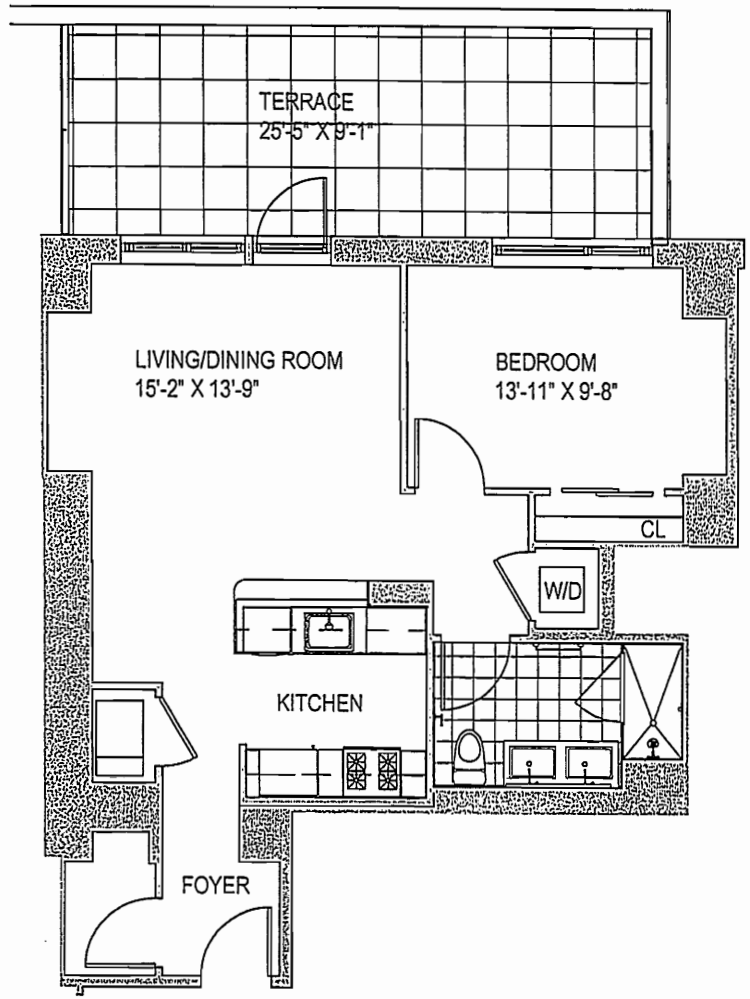
2 BEDROOMS
2 BATHS
LIVING/ DINING ROOM
TERRACE

NET AREA:
1,097 sq. ft. (101.9 sq. m.)

GROSS AREA:
1,454 sq. ft. (135.1 sq. m.)

TERRACE AREA:
345 sq. ft. (32.0 sq. m.)





FLUSHING COMMONS

PHASE 1
UNIT J
4th Floor

1 BEDROOM
1 BATH
LIVING/ DINING ROOM
TERRACE

NET AREA:
814 sq. ft. (75.6 sq. m.)

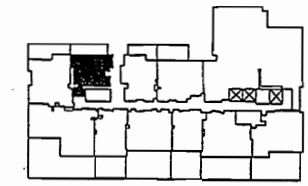
GROSS AREA:
1,077 sq. ft. (100.1 sq. m.)

TERRACE AREA:
231 sq. ft. (21.5 sq. m.)

May 04, 2015

SCALE:
0 1 2 4 8 FEET 16

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



FLUSHING COMMONS

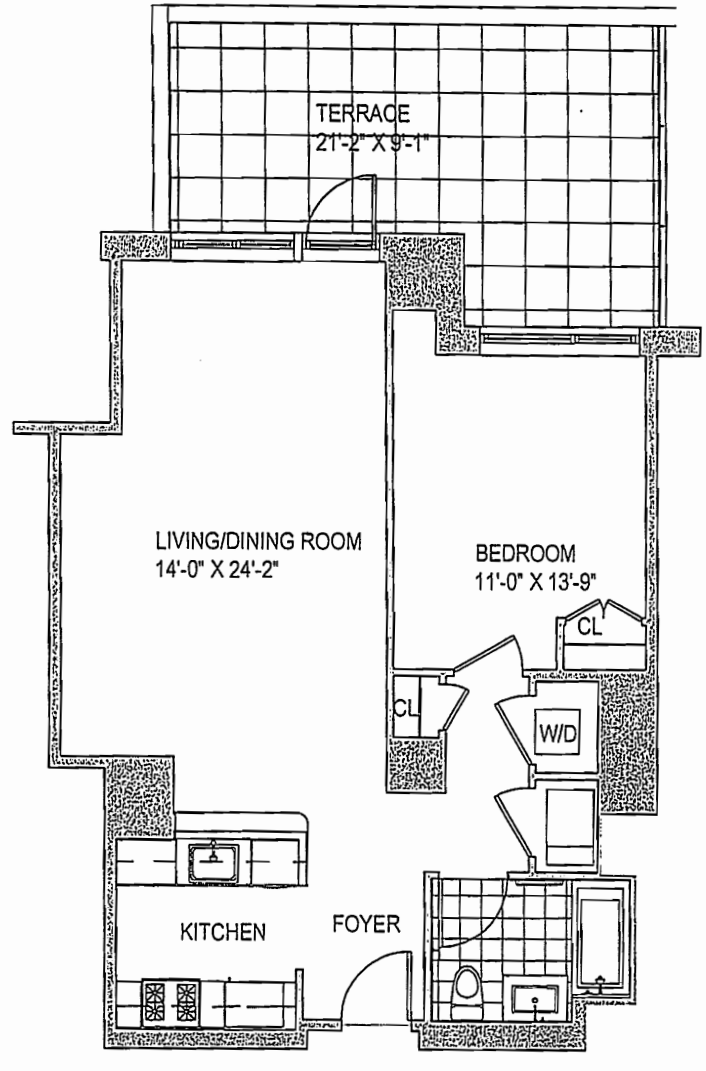
PHASE 1
UNIT K
4th Floor

1 BEDROOM
1 BATH
LIVING/ DINING ROOM
TERRACE

NET AREA:
817 sq. ft. (75.9 sq. m.)

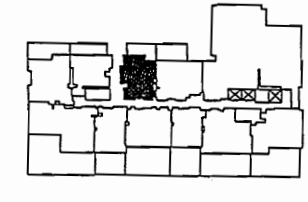
GROSS AREA:
1,081 sq. ft. (100.3 sq. m.)

TERRACE AREA:
227 sq. ft. (21.1 sq. m.)



May 04, 2015

SCALE:
0 1 2 4 8 FEET 16



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

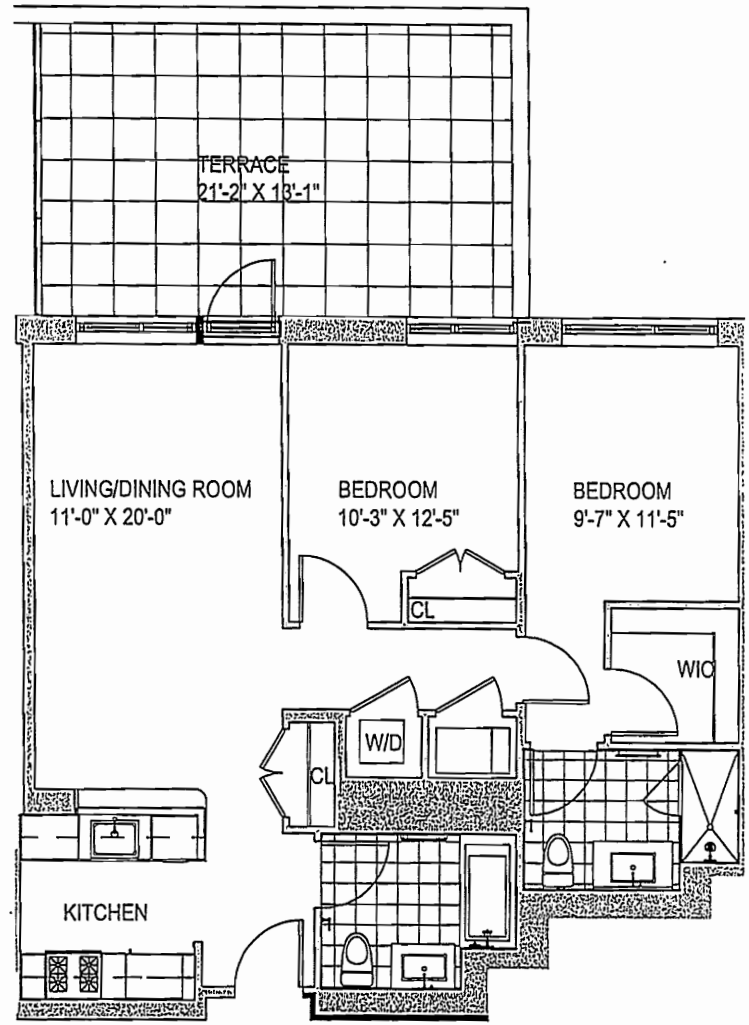
PHASE 1
UNIT L
4th Floor

2 BEDROOMS
2 BATHS
LIVING/ DINING ROOM
TERRACE

NET AREA:
964 sq. ft. (89.6 sq. m.)

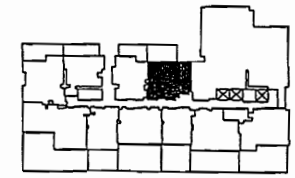
GROSS AREA:
1,276 sq. ft. (118.5 sq. m.)

TERRACE AREA:
277 sq. ft. (25.7 sq. m.)



May 04, 2015

SCALE:
0 1 2 4 8 FEET 16



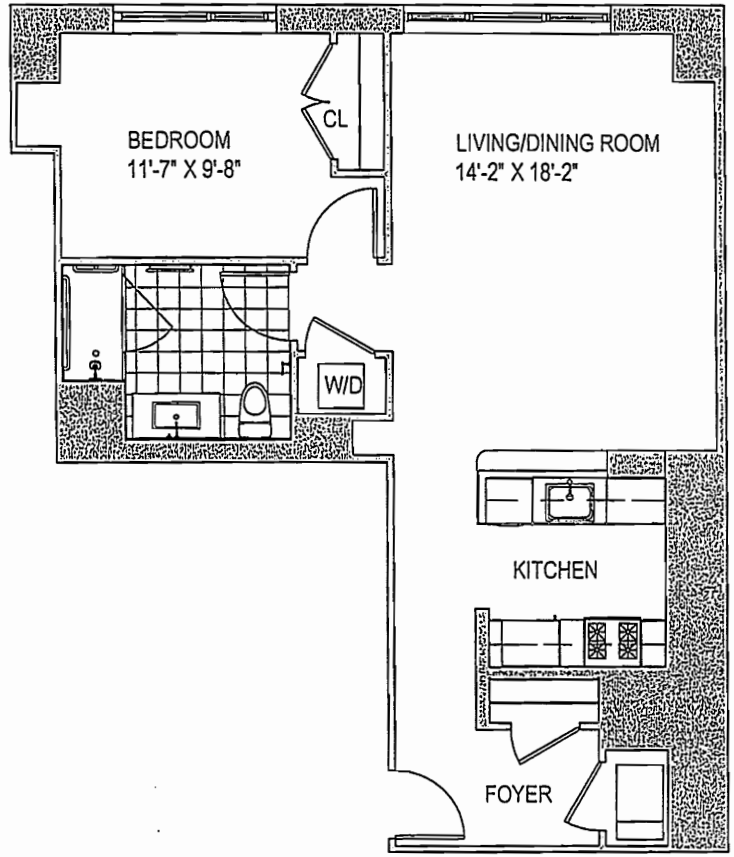
All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

PHASE 1
UNIT A
5th - 14th Floors

1 BEDROOM
1 BATH
LIVING/ DINING ROOM

NET AREA:
848 sq. ft. (78.8 sq. m.)

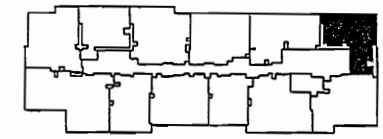
GROSS AREA:
1,104 sq. ft. (102.6 sq. m.)



May 04, 2015

SCALE:
0 1 2 4 8 FEET 16

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



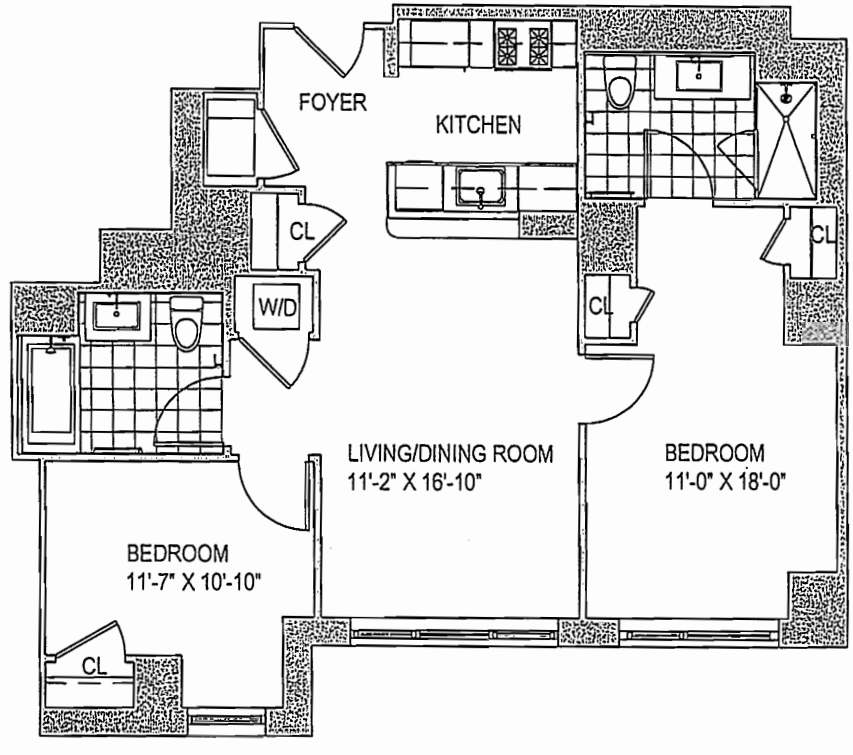
FLUSHING COMMONS

PHASE 1
UNIT B
5th - 14th Floors

2 BEDROOM
2 BATH
LIVING/ DINING ROOM

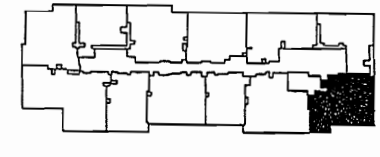
NET AREA:
975 sq. ft. (90.6 sq. m.)

GROSS AREA:
1,269 sq. ft. (117.9 sq. m.)



May 04, 2015

SCALE:
0 1 2 4 8 FEET 16



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

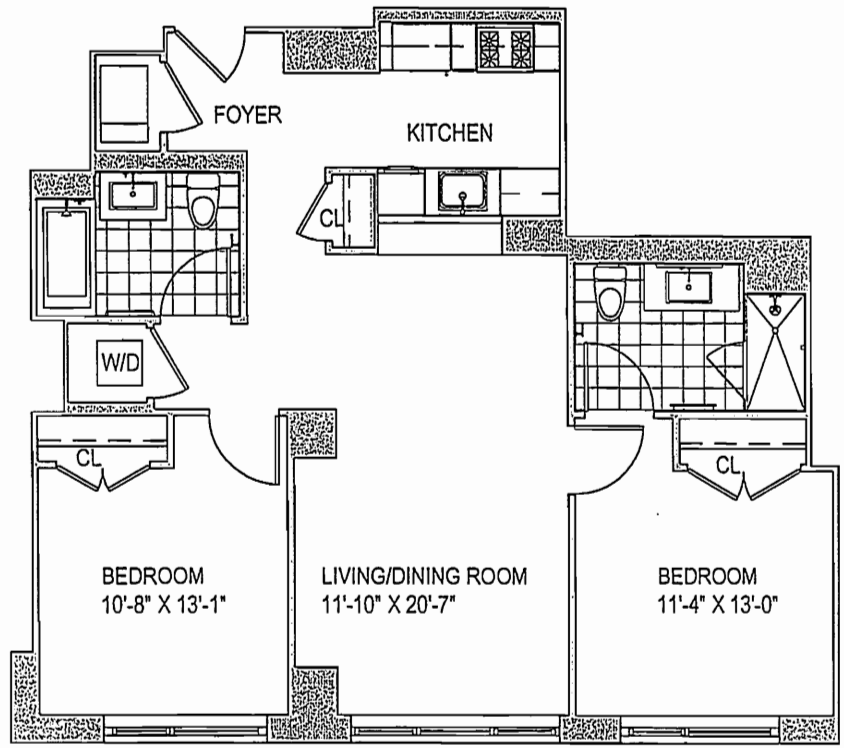
FLUSHING COMMONS

PHASE 1
UNIT C
5th - 14th Floors

2 BEDROOM
2 BATH
LIVING/ DINING ROOM

NET AREA:
971 sq. ft. (90.2 sq. m.)

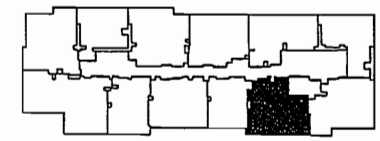
GROSS AREA:
1,264 sq. ft. (117.4 sq. m.)



May 04, 2015

SCALE:
0 1 2 4 8 FEET 16

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



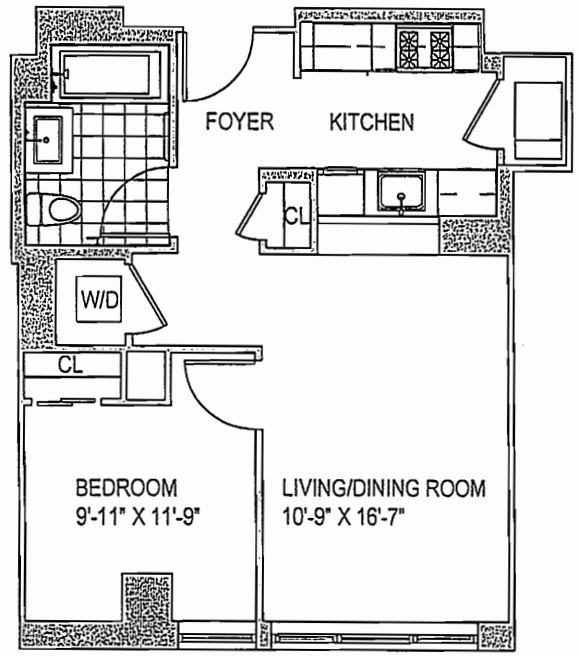
FLUSHING COMMONS

PHASE 1
UNIT D
5th - 14th Floors

1 BEDROOM
1 BATH
LIVING/ DINING ROOM

NET AREA:
610 sq. ft. (56.7 sq. m.)

GROSS AREA:
794 sq. ft. (73.8 sq. m.)



May 04, 2015

SCALE:
0 1 2 4 8 FEET 16



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

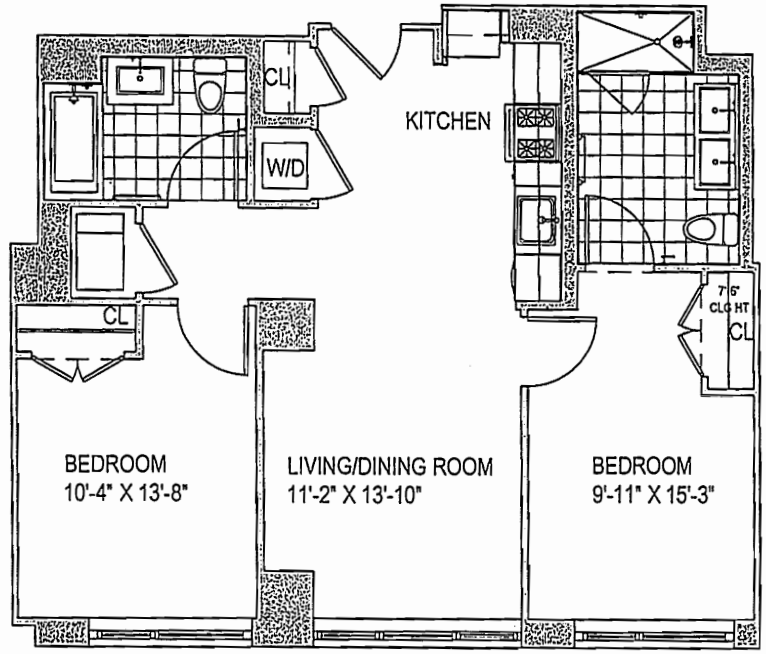
FLUSHING COMMONS

PHASE 1
UNIT E
5th - 14th Floors

2 BEDROOM
2 BATH
LIVING/ DINING ROOM

NET AREA:
881 sq. ft. (81.8 sq. m.)

GROSS AREA:
1,147 sq. ft. (106.6 sq. m.)



May 04, 2015

SCALE:
0 1 2 4 8 FEET 16



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

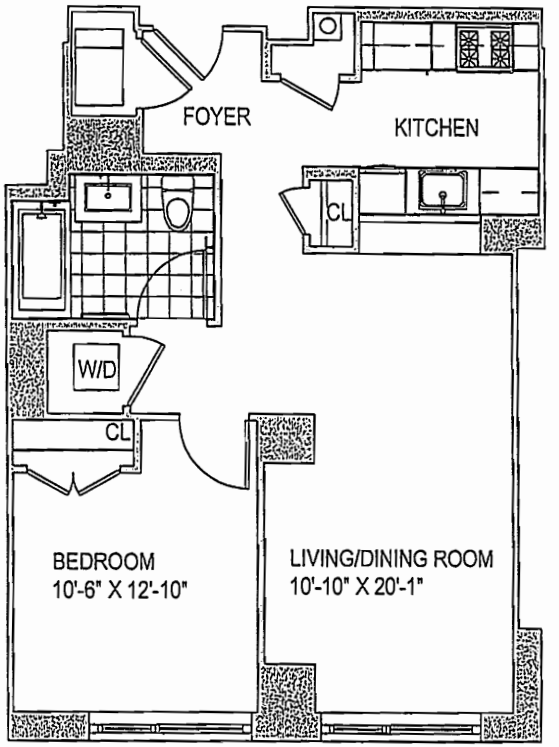
FLUSHING COMMONS

PHASE 1
UNIT F
5th - 14th Floors

1 BEDROOM
1 BATH
LIVING/ DINING ROOM

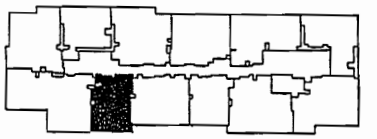
NET AREA:
708 sq. ft. (65.8 sq. m.)

GROSS AREA:
921 sq. ft. (85.6 sq. m.)



May 04, 2015

SCALE:
0 1 2 4 8 FEET 16



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

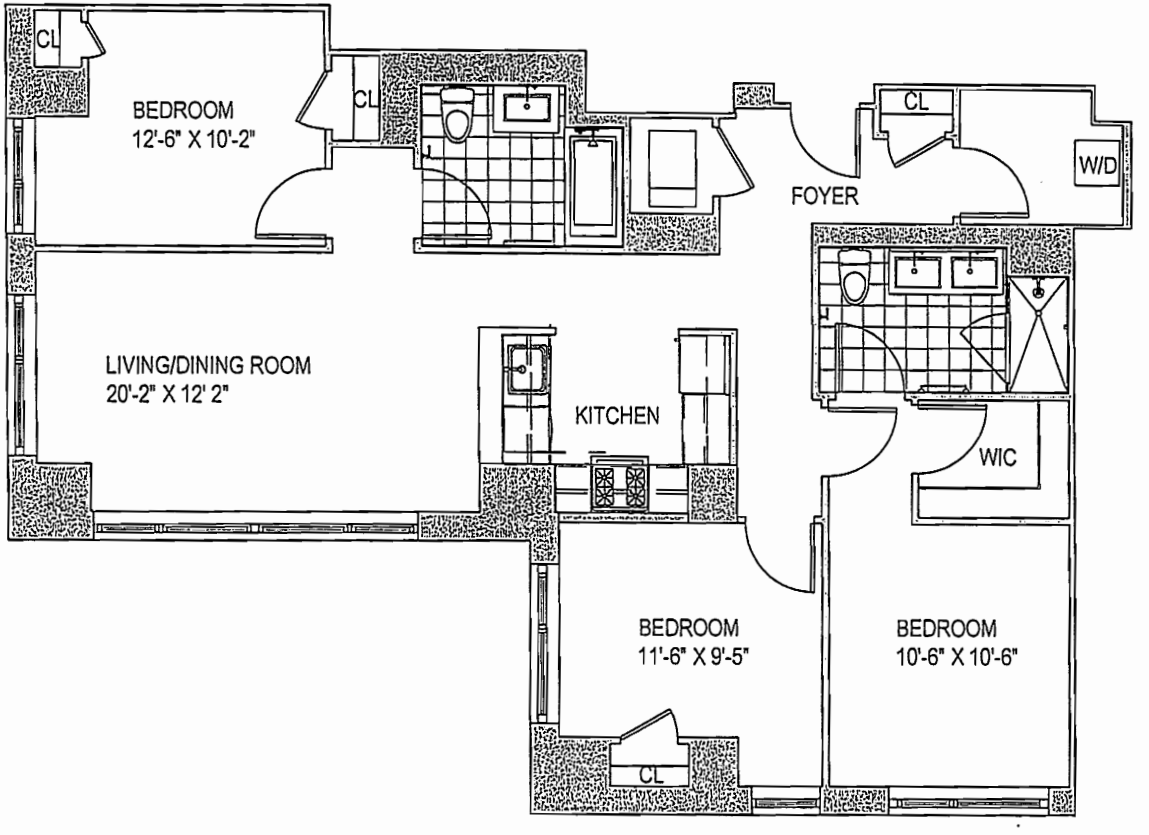
FLUSHING COMMONS

PHASE 1
UNIT G
5th - 14th Floors

3 BEDROOM
2 BATH
LIVING/ DINING ROOM

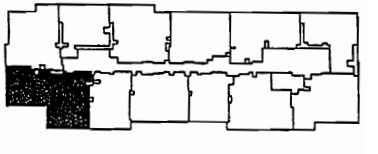
NET AREA:
1,283 sq. ft. (119.2 sq. m.)

GROSS AREA:
1,670 sq. ft. (155.2 sq. m.)

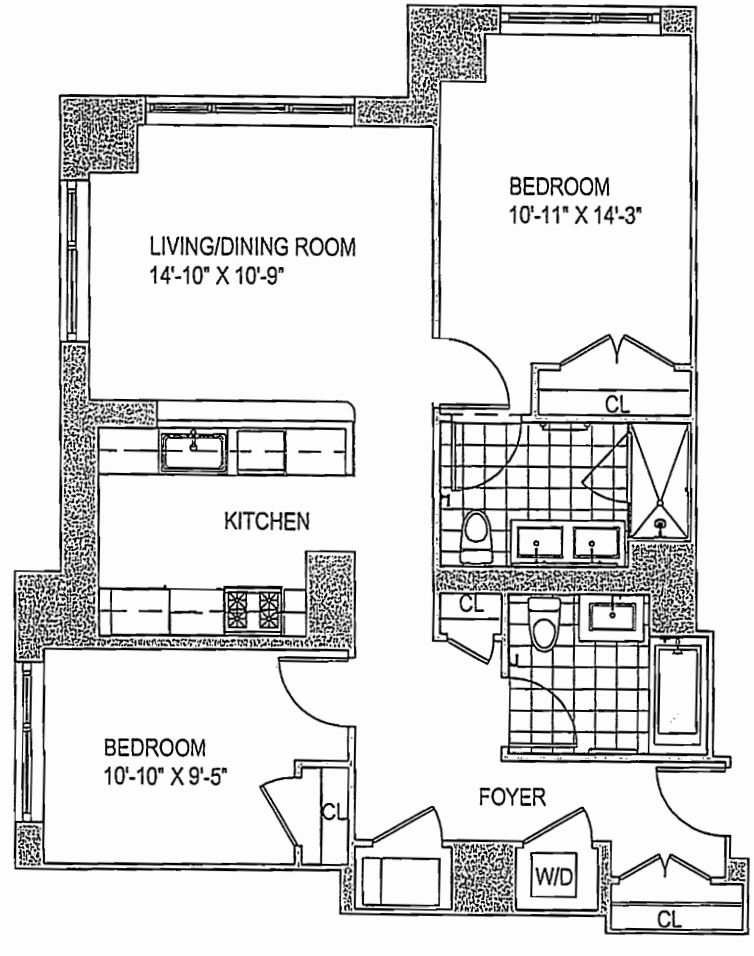


May 04, 2015

SCALE:
0 1 2 4 8 FEET 16



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



FLUSHING COMMONS

PHASE 1

UNIT H

5th - 14th Floors

2 BEDROOM
2 BATH
LIVING/ DINING ROOM

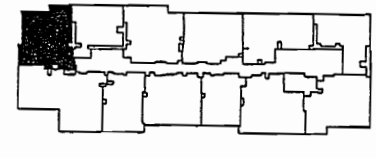
NET AREA:
1,079 sq. ft. (100.2 sq. m.)

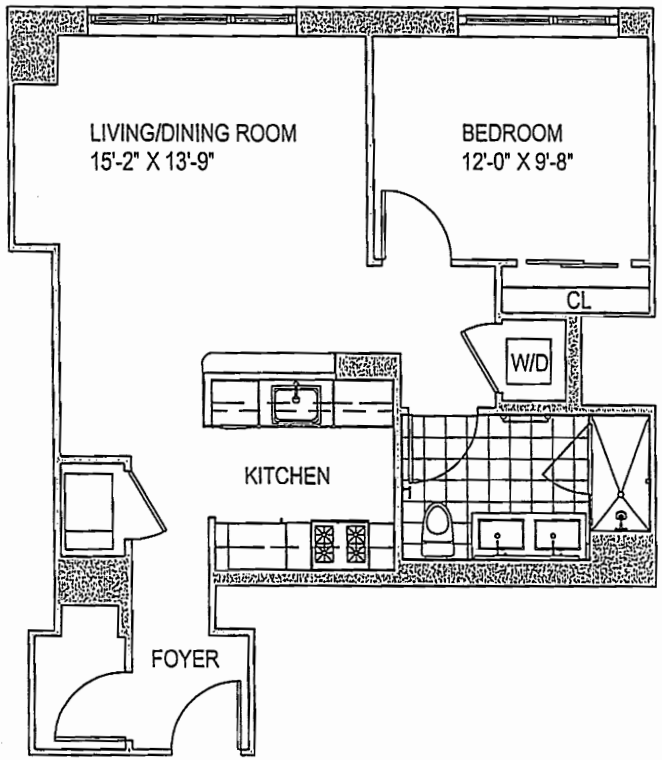
GROSS AREA:
1,405 sq. ft. (130.5 sq. m.)

May 04, 2015

SCALE:
0 1 2 4 8 FEET 16

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.





PHASE 1
UNIT J
5th - 14th Floors

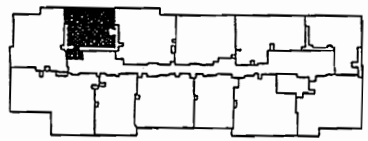
1 BEDROOM
1 BATH
LIVING/ DINING ROOM

NET AREA:
792 sq. ft. (73.6 sq. m.)

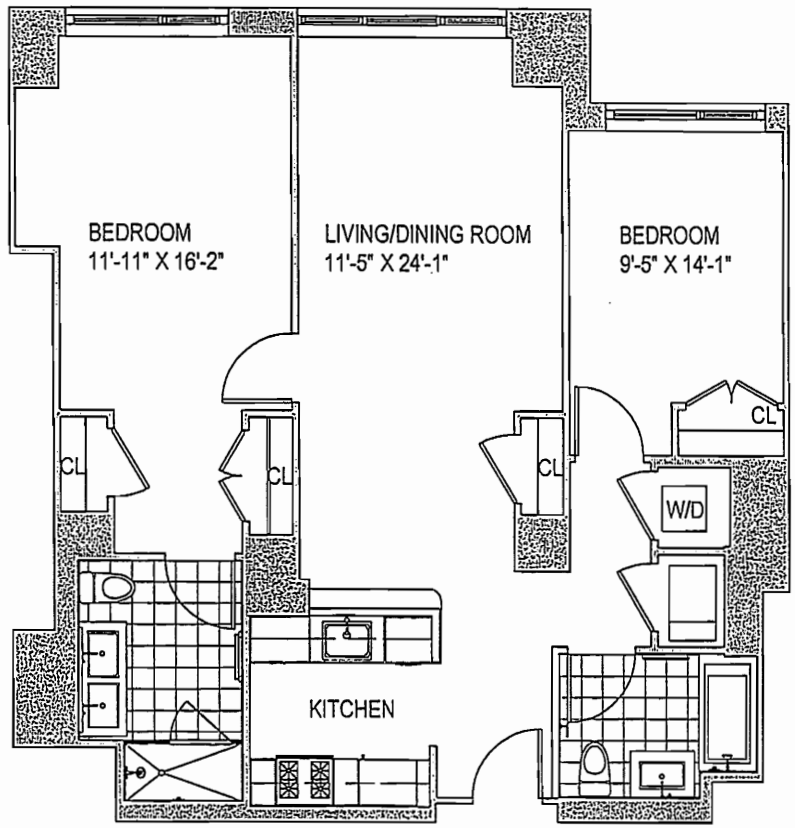
GROSS AREA:
1,031 sq. ft. (95.8 sq. m.)

May 04, 2015

SCALE:
0 1 2 4 8 FEET 16



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



PHASE 1

UNIT K

5th - 14th Floors

2 BEDROOM
2 BATH
LIVING/ DINING ROOM

NET AREA:
1,128 sq. ft. (104.8 sq. m.)

GROSS AREA:
1,469 sq. ft. (136.4 sq. m.)

May 04, 2015

SCALE:
0 1 2 4 8 FEET 16



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

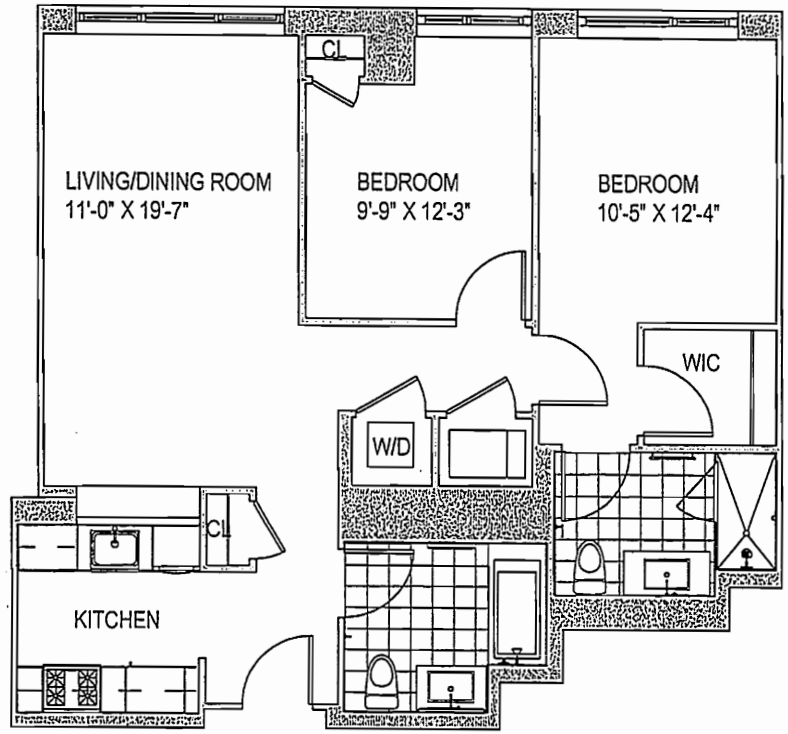
FLUSHING COMMONS

PHASE 1
UNIT L
5th - 14th Floors

2 BEDROOM
2 BATH
LIVING/ DINING ROOM

NET AREA:
976 sq. ft. (90.7 sq. m.)

GROSS AREA:
1,271 sq. ft. (118.1 sq. m.)



May 04, 2015

SCALE:
0 1 2 4 8 FEET 16



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

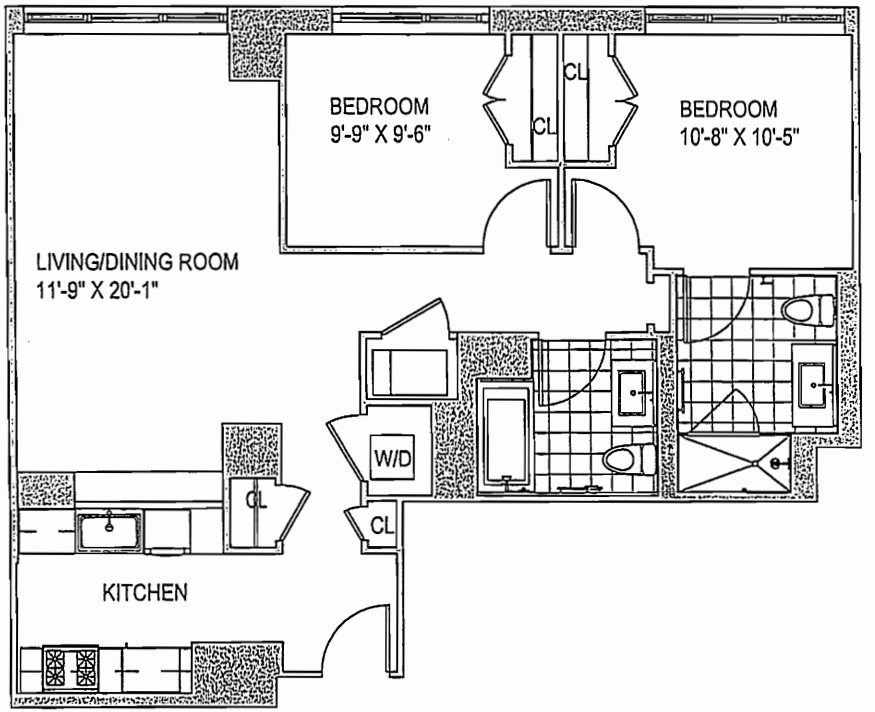
FLUSHING COMMONS

PHASE 1
UNIT M
5th - 14th Floors

2 BEDROOM
2 BATH
LIVING/ DINING ROOM

NET AREA:
1,018 sq. ft. (94.6 sq. m.)

GROSS AREA:
1,325 sq. ft. (123.1 sq. m.)

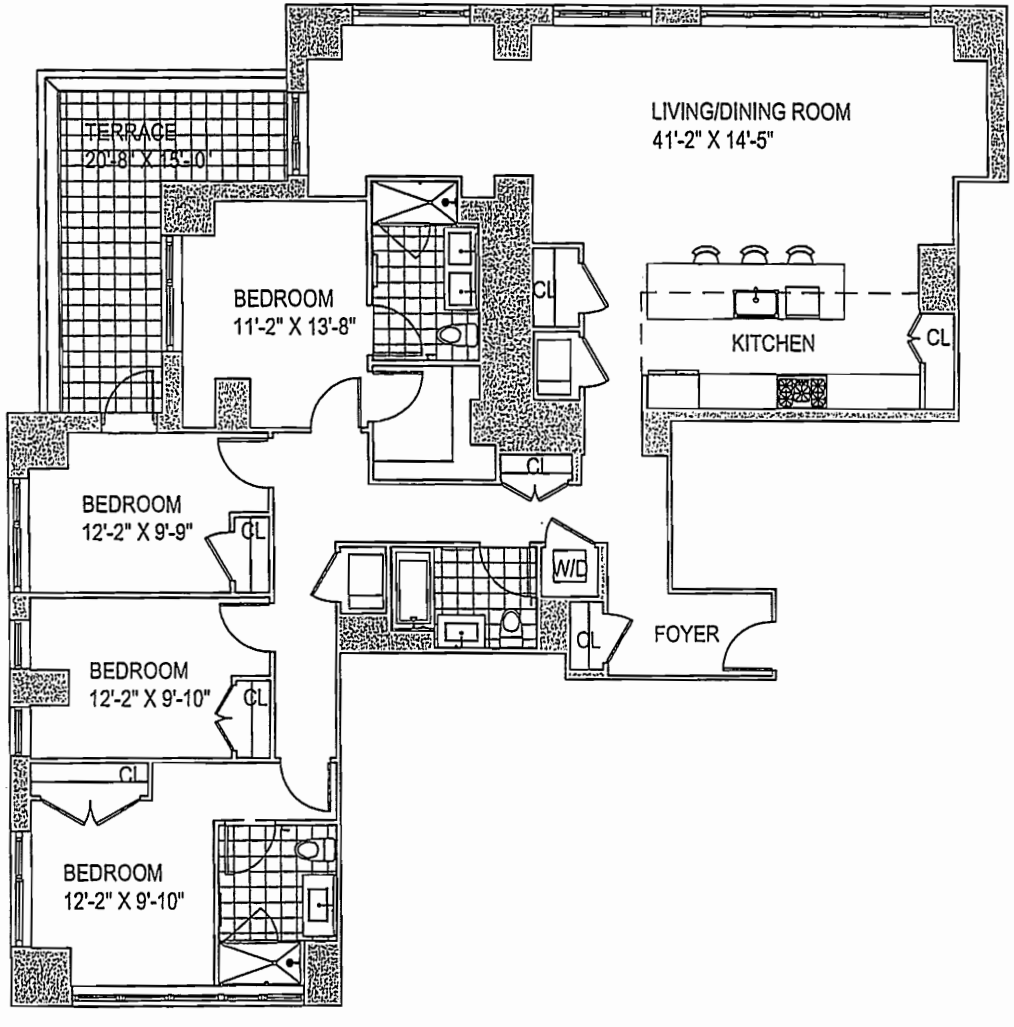


May 04, 2015

SCALE:
0 1 2 4 8 FEET 16



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



May 04, 2015

SCALE:
0 1 2 4 8 FEET 16

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

PHASE 1
UNIT H
15th Floor

4 BEDROOM
3 BATH
LIVING/ DINING ROOM
TERRACE

NET AREA:
2,248 sq. ft. (208.8 sq. m.)

GROSS AREA:
2,942 sq. ft. (273.4 sq. m.)

TERRACE AREA:
204 sq. ft. (19.0 sq. m.)



FLUSHING COMMONS

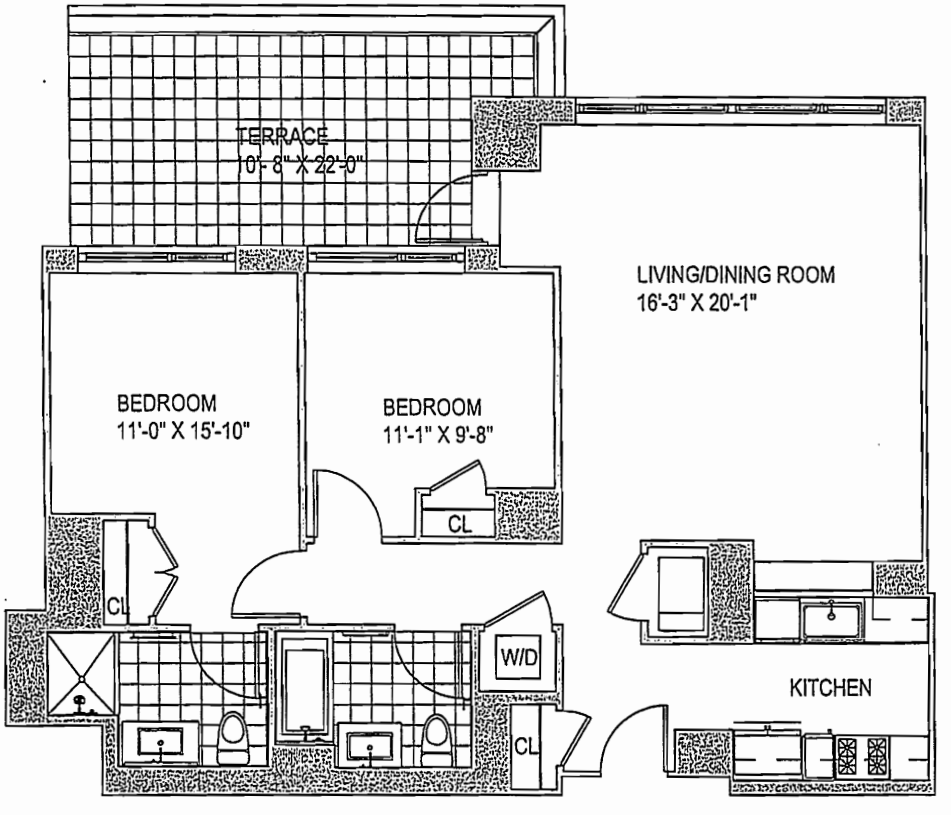
PHASE 1
UNIT K
15th Floor

2 BEDROOM
2 BATH
LIVING/ DINING ROOM
TERRACE

NET AREA:
1,149 sq. ft. (106.7 sq. m.)

GROSS AREA:
1,512 sq. ft. (140.4 sq. m.)

TERRACE AREA:
208 sq. ft. (19.3 sq. m.)



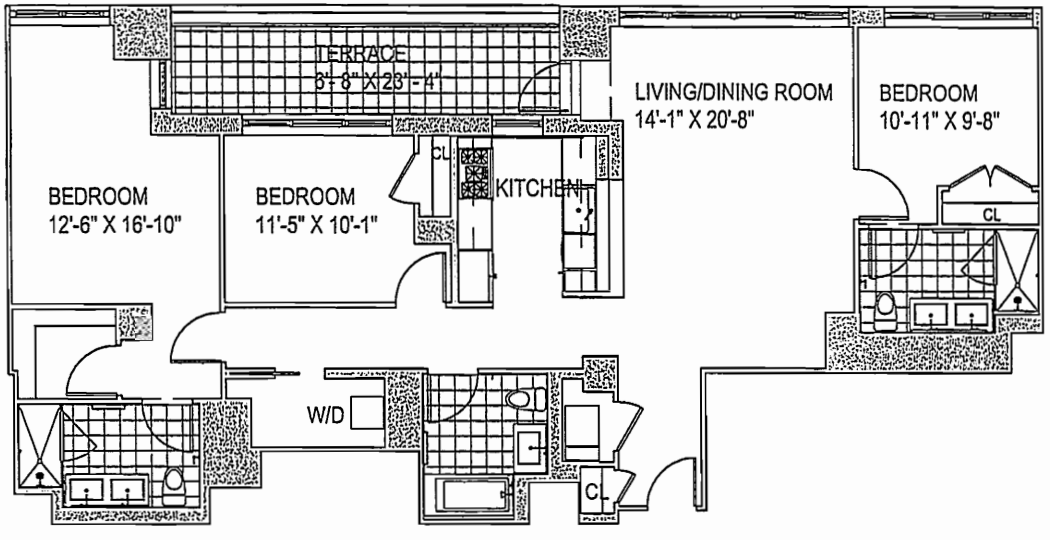
May 04, 2015

SCALE:
0 1 2 4 8 FEET 16



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS



PHASE 1

UNIT M

15th Floor

3 BEDROOM
3 BATH
LIVING/ DINING ROOM
TERRACE

NET AREA:
1,588 sq. ft. (147.5 sq. m.)

GROSS AREA:
2,079 sq. ft. (193.2 sq. m.)

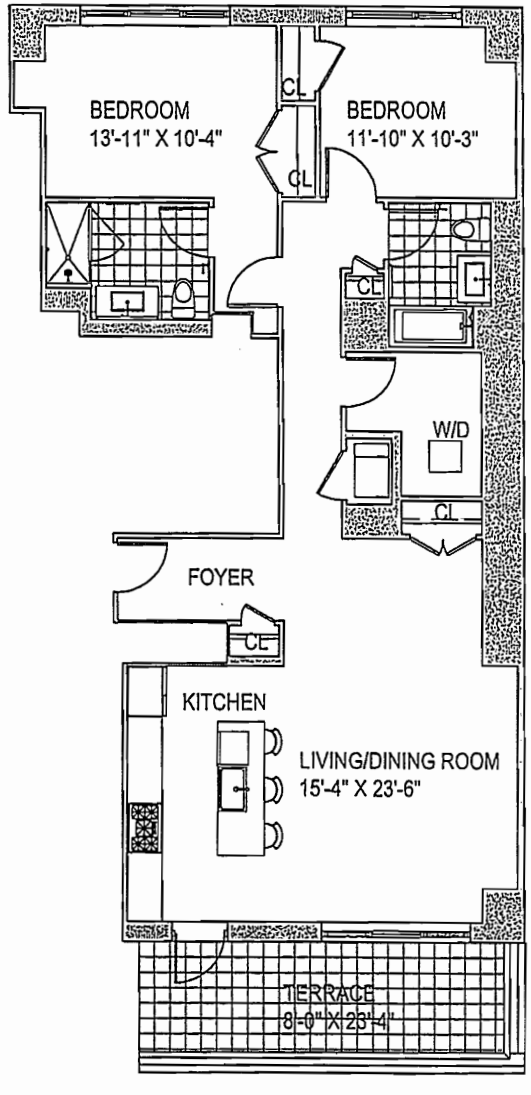
TERRACE AREA:
156 sq. ft. (14.5 sq. m.)

May 04, 2015

SCALE:
0 1 2 4 8 FEET 16



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



May 04, 2015

SCALE:
0 1 2 4 8 FEET 16

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

PHASE 1
UNIT A
15th Floor

2 BEDROOM
2 BATH
LIVING/ DINING ROOM
TERRACE

NET AREA:
1,380 sq. ft. (128.2 sq. m.)

GROSS AREA:
1,811 sq. ft. (168.2 sq. m.)

TERRACE AREA:
187 sq. ft. (17.4 sq. m.)



FLUSHING COMMONS

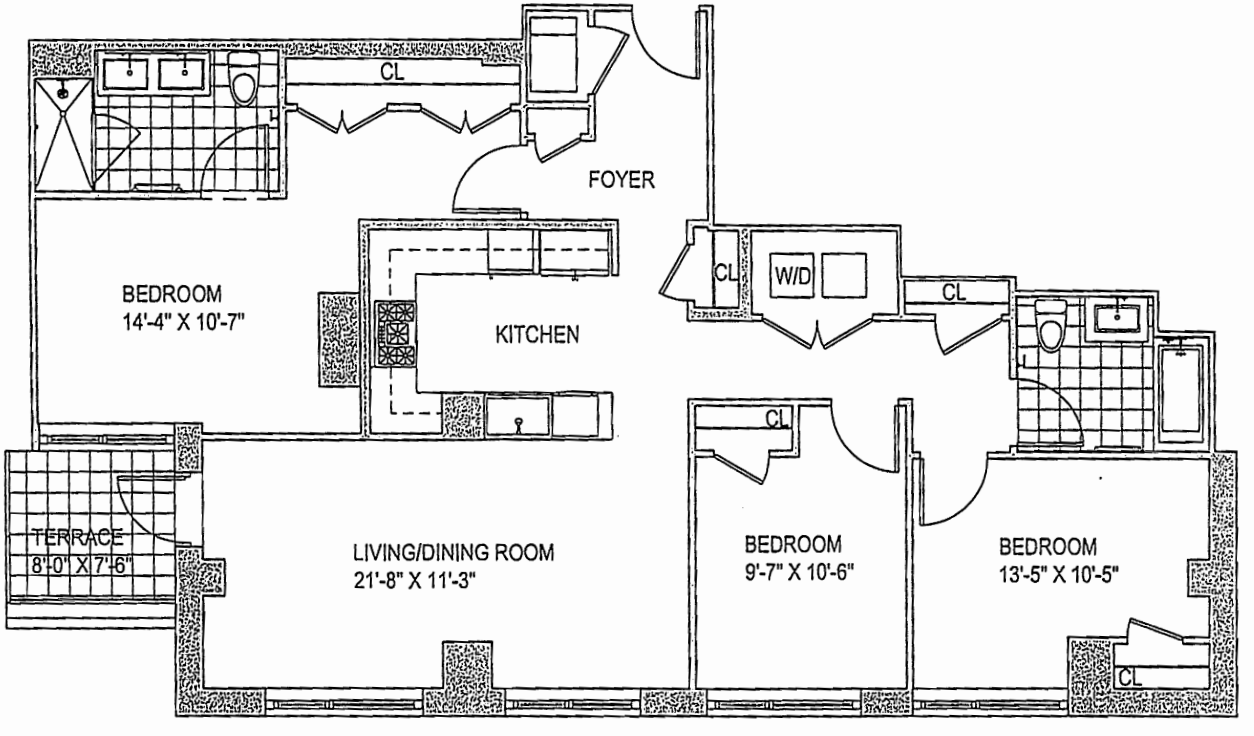
PHASE 1
UNIT C
15th Floor

3 BEDROOM
2 BATH
LIVING/ DINING ROOM
TERRACE

NET AREA:
1,409 sq. ft. (130.9 sq. m.)

GROSS AREA:
1,839 sq. ft. (170.9 sq. m.)

TERRACE AREA:
60 sq. ft. (5.6 sq. m.)

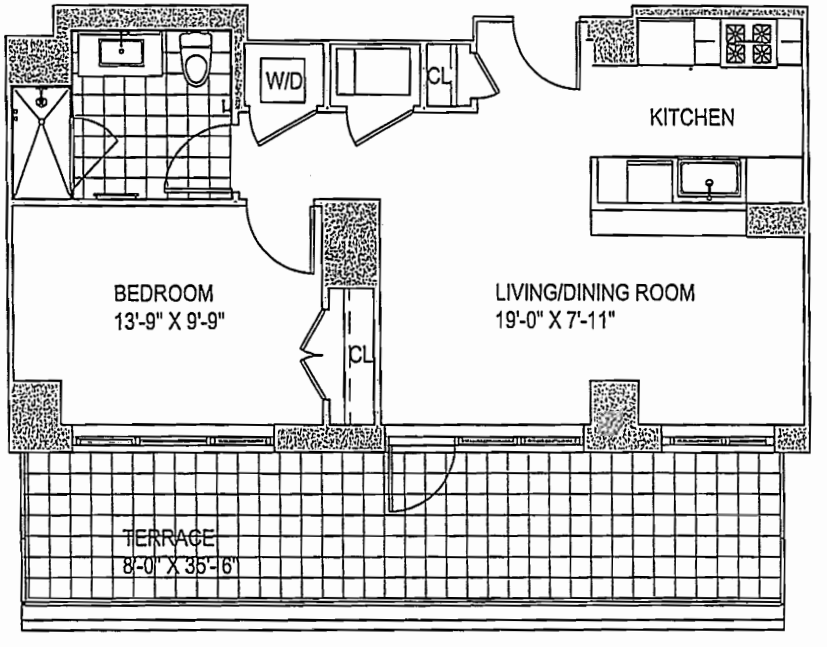


May 04, 2015

SCALE:
0 1 2 4 8 FEET 16



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



PHASE 1

UNIT E

15th Floor

1 BEDROOM
1 BATH
LIVING/ DINING ROOM
TERRACE

NET AREA:
721 sq. ft. (67.0 sq. m.)

GROSS AREA:
976 sq. ft. (90.7 sq. m.)

TERRACE AREA:
284 sq. ft. (26.3 sq. m.)

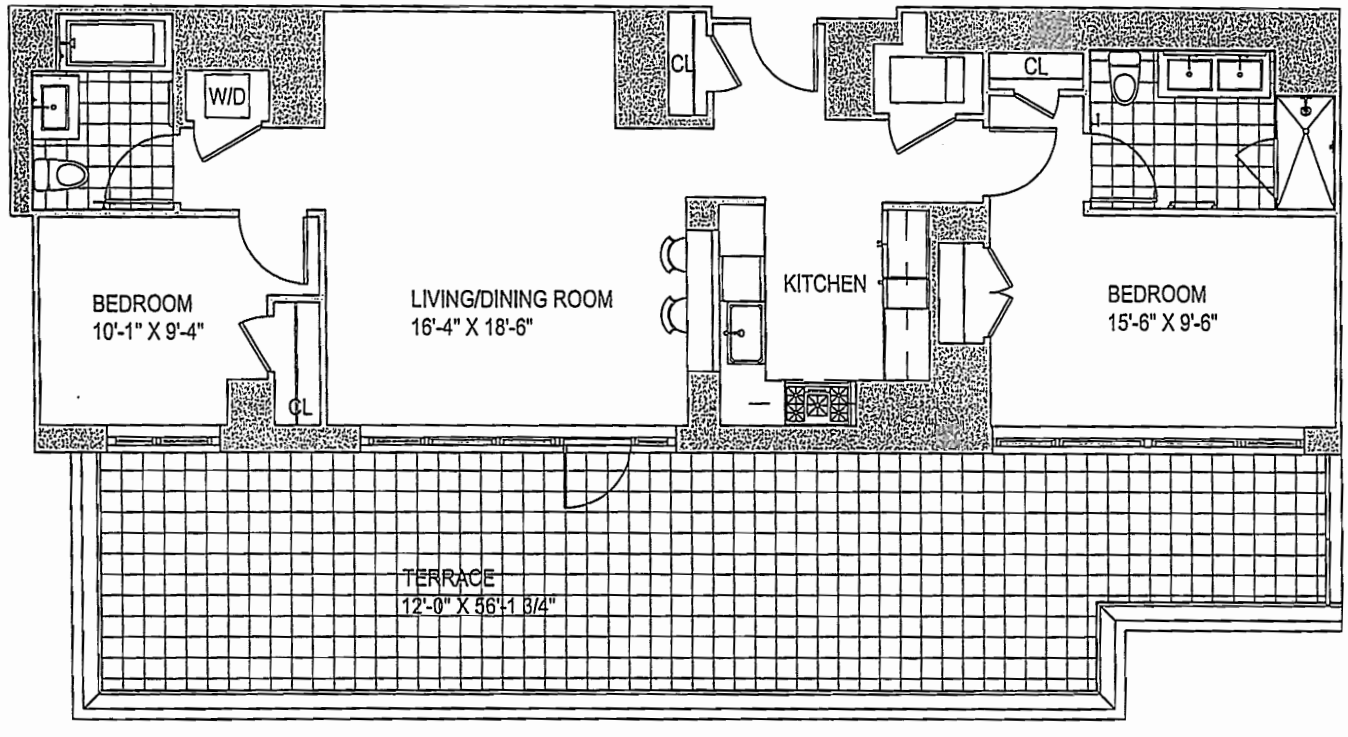
May 04, 2015

SCALE:
0 1 2 4 8 FEET 16



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS



PHASE 1

UNIT G

15th Floor

2 BEDROOM
2 BATH
LIVING/ DINING ROOM
TERRACE

NET AREA:
1,176 sq. ft. (109.3 sq. m.)

GROSS AREA:
1,563 sq. ft. (145.2 sq. m.)

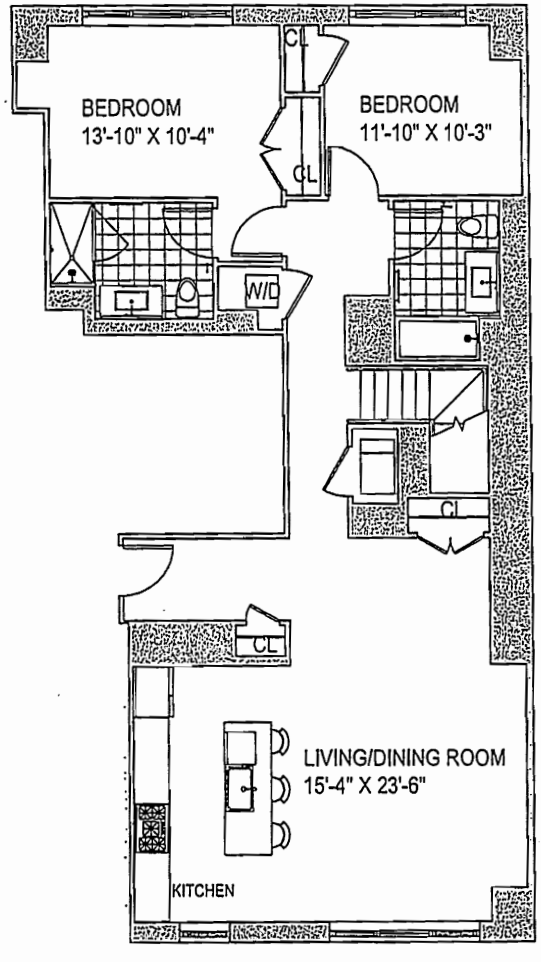
TERRACE AREA:
639 sq. ft. (59.3 sq. m.)

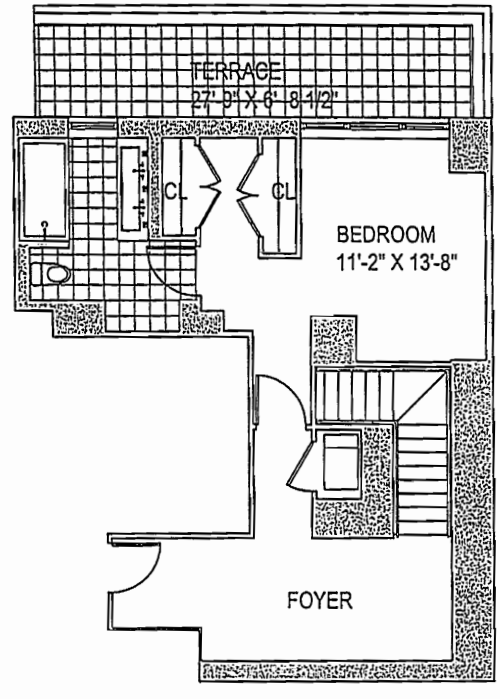
May 04, 2015

SCALE:
0 1 2 4 8 FEET 16



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.





FLUSHING COMMONS

PHASE 1

UNIT A

16th-17th Floor

3 BEDROOM
3 BATH
LIVING/ DINING ROOM
TERRACE

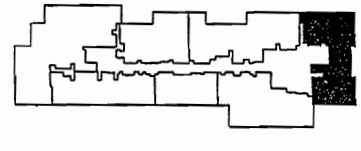
NET AREA:
2,181 sq. ft. (202.6 sq. m.)

GROSS AREA:
2,854 sq. ft. (265.1 sq. m.)

TERRACE AREA:
186.0 sq. ft. (17.3 sq. m.)

May 04, 2015

SCALE:
0 1 2 4 8 FEET 16



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

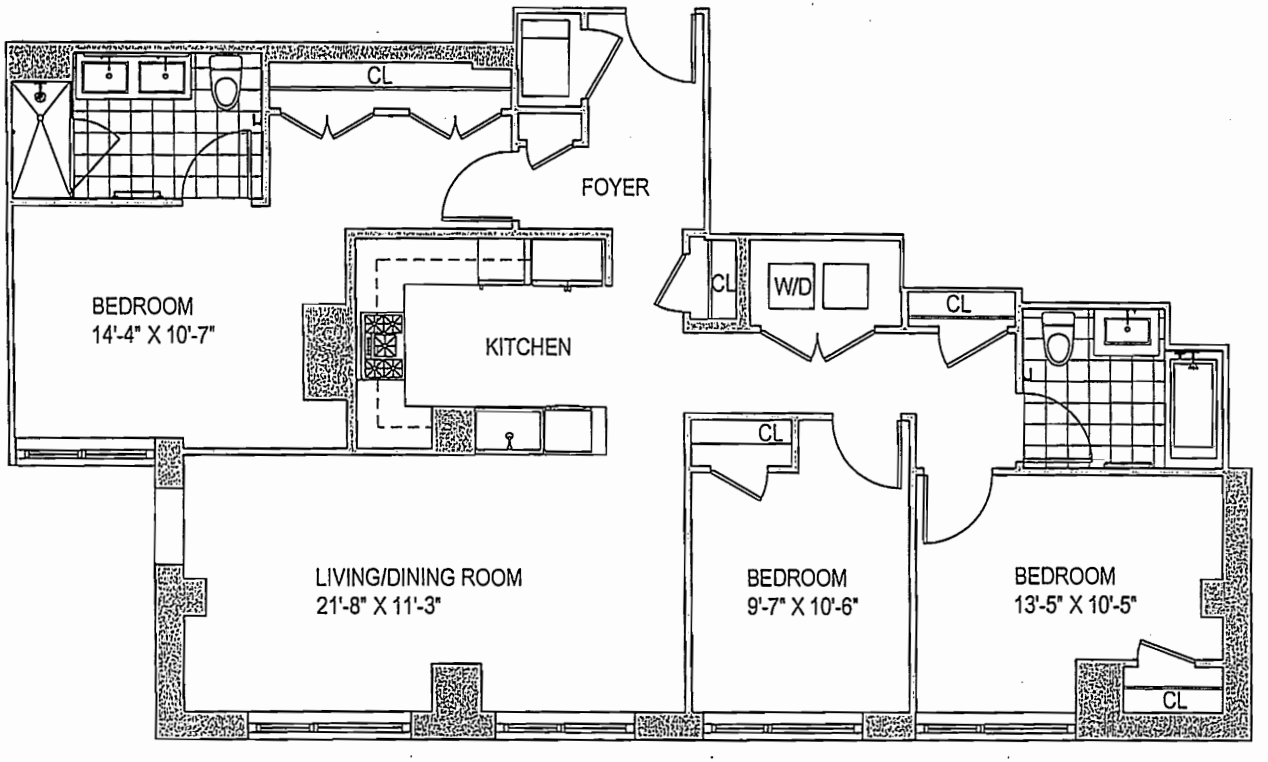
FLUSHING COMMONS

PHASE 1
UNIT C
16th Floor

3 BEDROOM
2 BATH
LIVING/ DINING ROOM

NET AREA:
1,409 sq. ft. (130.9 sq. m.)

GROSS AREA:
1,835 sq. ft. (170.4 sq. m.)



May 04, 2015

SCALE:
0 1 2 4 8 FEET 16

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



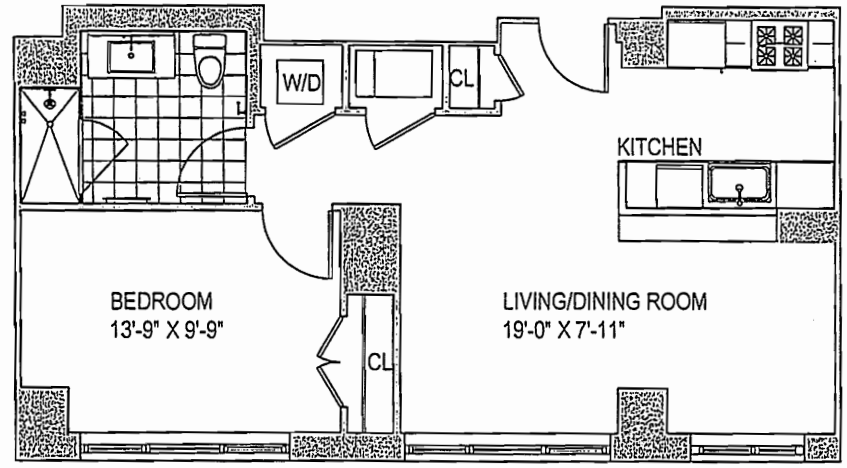
FLUSHING COMMONS

PHASE 1
UNIT E
16th Floor

1 BEDROOM
1 BATH
LIVING/ DINING ROOM

NET AREA:
721 sq. ft. (67.0 sq. m.)

GROSS AREA:
939 sq. ft. (87.2 sq. m.)

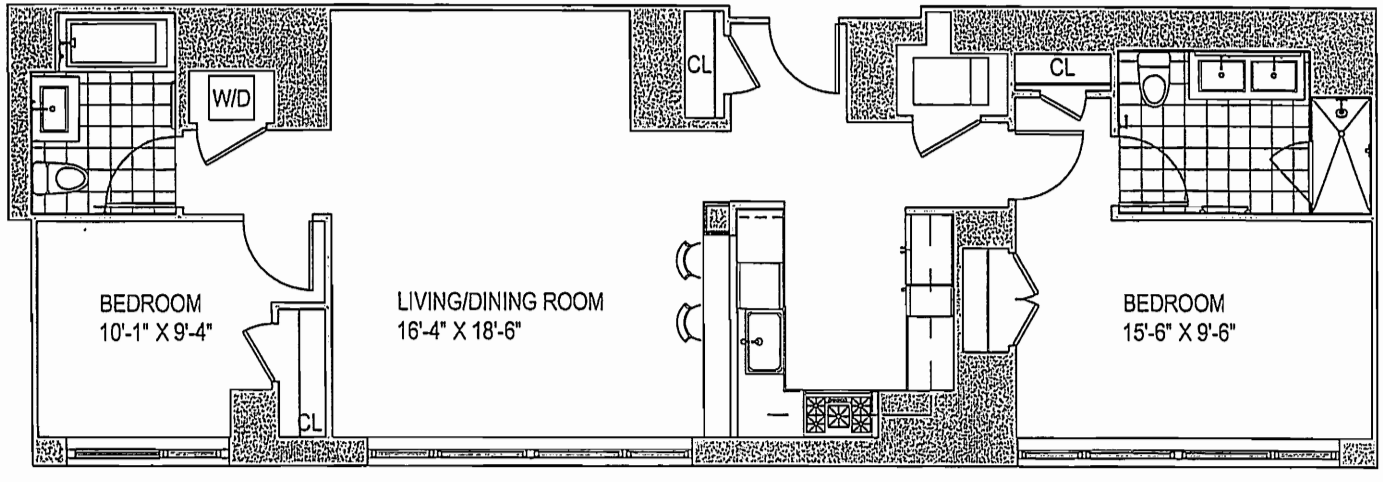


May 04, 2015

SCALE:
0 1 2 4 8 FEET 16



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



PHASE 1

UNIT G

16th Floor

2 BEDROOM
2 BATH
LIVING/ DINING ROOM

NET AREA:
1,176 sq. ft. (109.3 sq. m.)

GROSS AREA:
1,531 sq. ft. (142.3 sq. m.)

May 04, 2015

SCALE:
0 1 2 4 8 FEET 16



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

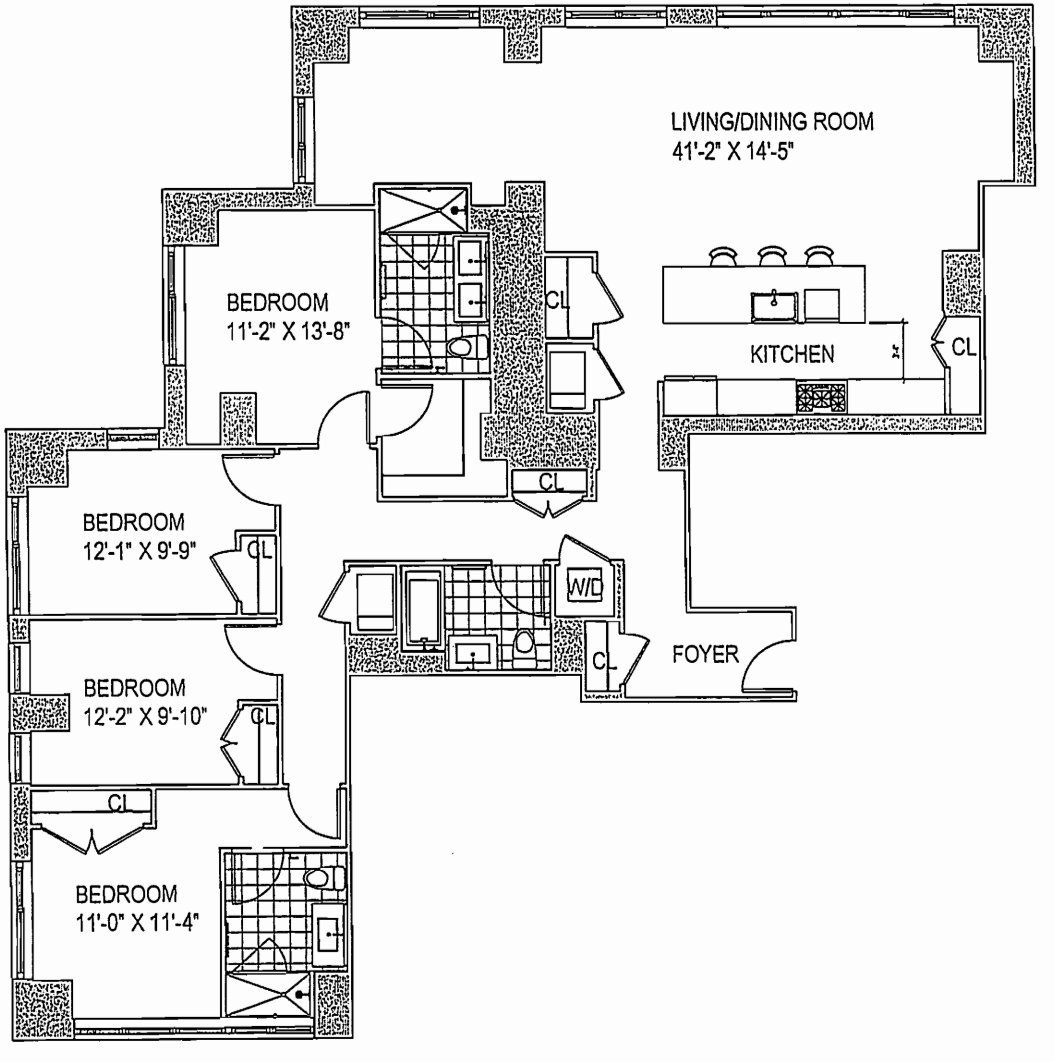
FLUSHING COMMONS

PHASE 1
UNIT H
16th Floor

4 BEDROOM
3 BATH
LIVING/ DINING ROOM

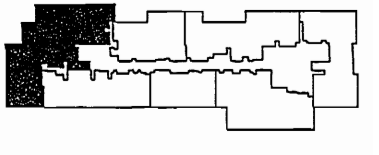
NET AREA:
2,248 sq. ft. (208.8 sq. m.)

GROSS AREA:
2,927 sq. ft. (271.9 sq. m.)



May 04, 2015

SCALE:
0 1 2 4 8 FEET 16



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

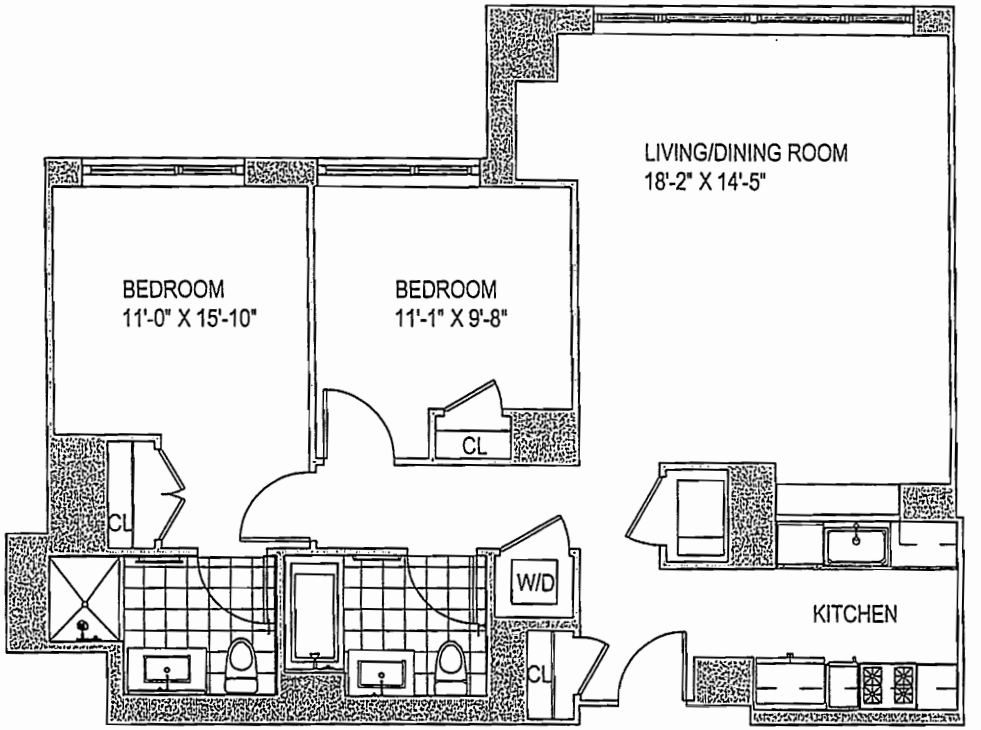
FLUSHING COMMONS

PHASE 1
UNIT K
16th Floor

2 BEDROOM
2 BATH
LIVING/ DINING ROOM

NET AREA:
1,149 sq. ft. (106.7 sq. m.)

GROSS AREA:
1,496 sq. ft. (139.0 sq. m.)



-506-

May 04, 2015

SCALE:
0 1 2 4 8 FEET 16



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

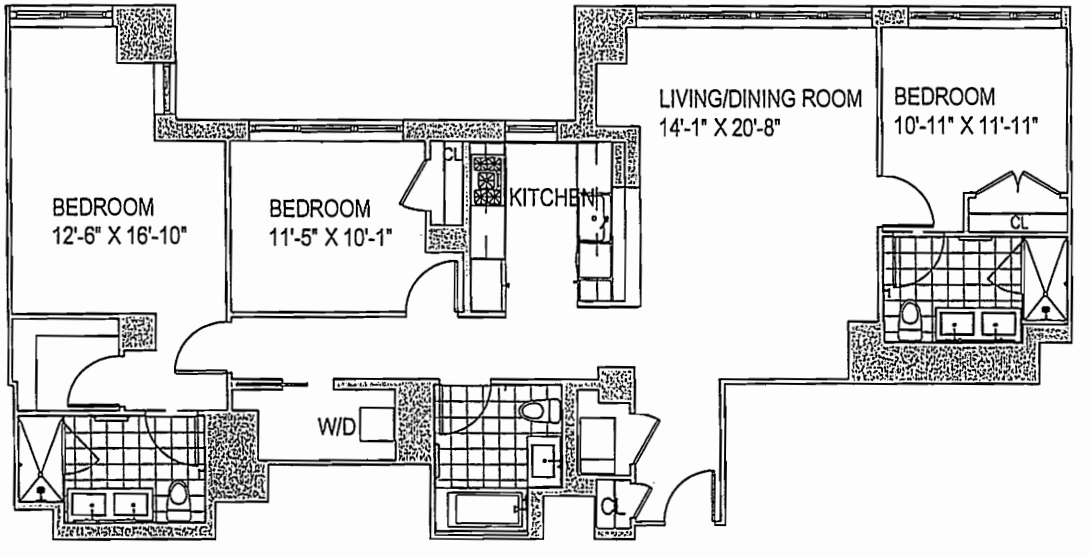
FLUSHING COMMONS

PHASE 1
UNIT M
16th Floor

3 BEDROOM
3 BATH
LIVING/ DINING ROOM

NET AREA:
1,588 sq. ft. (147.5 sq. m.)

GROSS AREA:
2,068 sq. ft. (192.1 sq. m.)



May 04, 2015

SCALE:
0 1 2 4 8 FEET 16

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



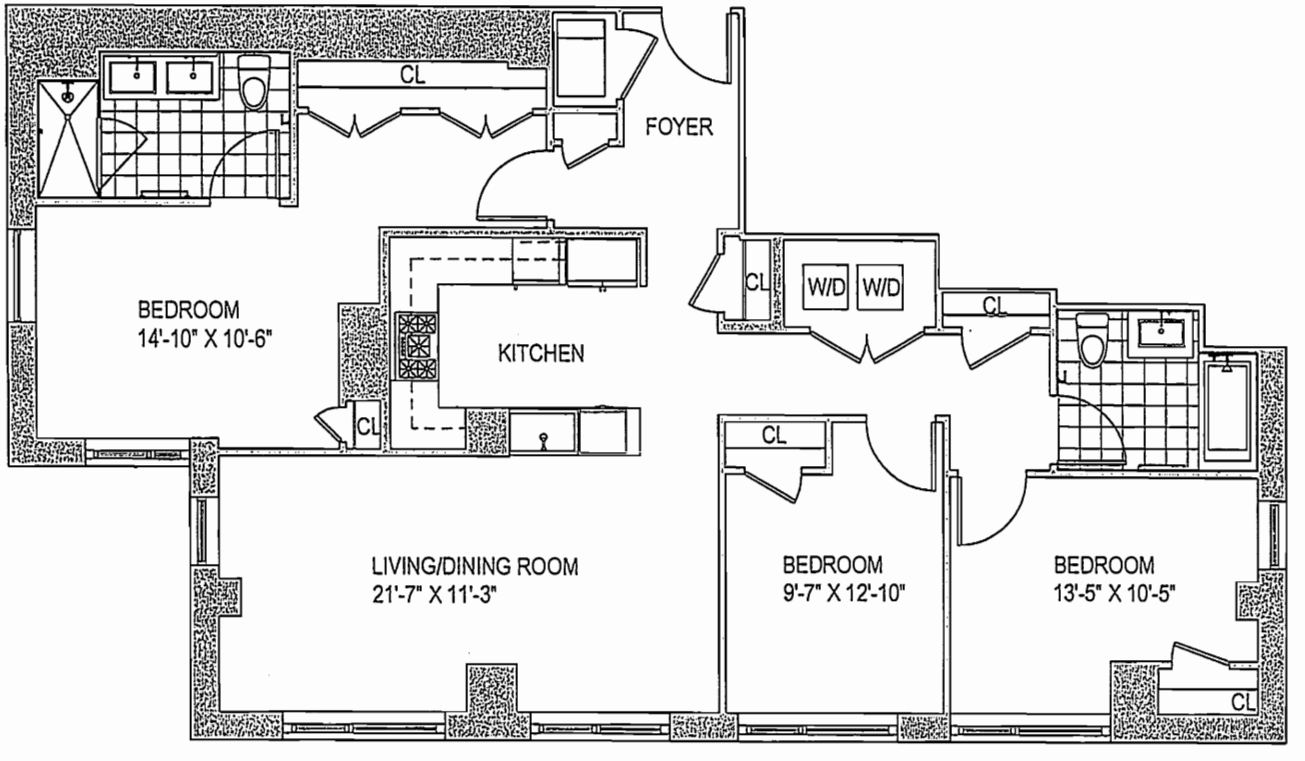
FLUSHING COMMONS

PHASE 1
UNIT C
17th Floor

3 BEDROOM
2 BATH
LIVING/ DINING ROOM

NET AREA:
1,450 sq. ft. (134.7 sq. m.)

GROSS AREA:
1,888 sq. ft. (175.4 sq. m.)



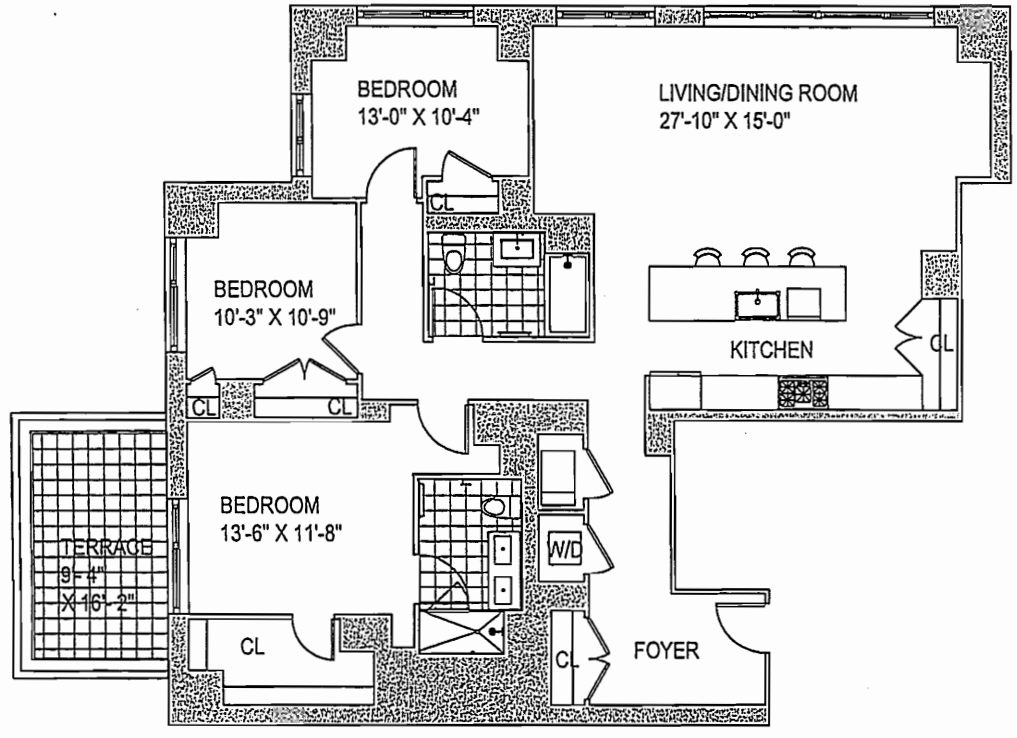
May 04, 2015

SCALE:
0 1 2 4 8 FEET 16

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



FLUSHING COMMONS



PHASE 1

UNIT H

17th Floor

3 BEDROOM
2 BATH
LIVING/ DINING ROOM
TERRACE

NET AREA:
1,813 sq. ft. (168.4 sq. m.)

GROSS AREA:
2,372 sq. ft. (220.4 sq. m.)

TERRACE AREA:
151 sq. ft. (14.0 sq. m.)

May 04, 2015

SCALE:
0 1 2 4 8 FEET 16



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

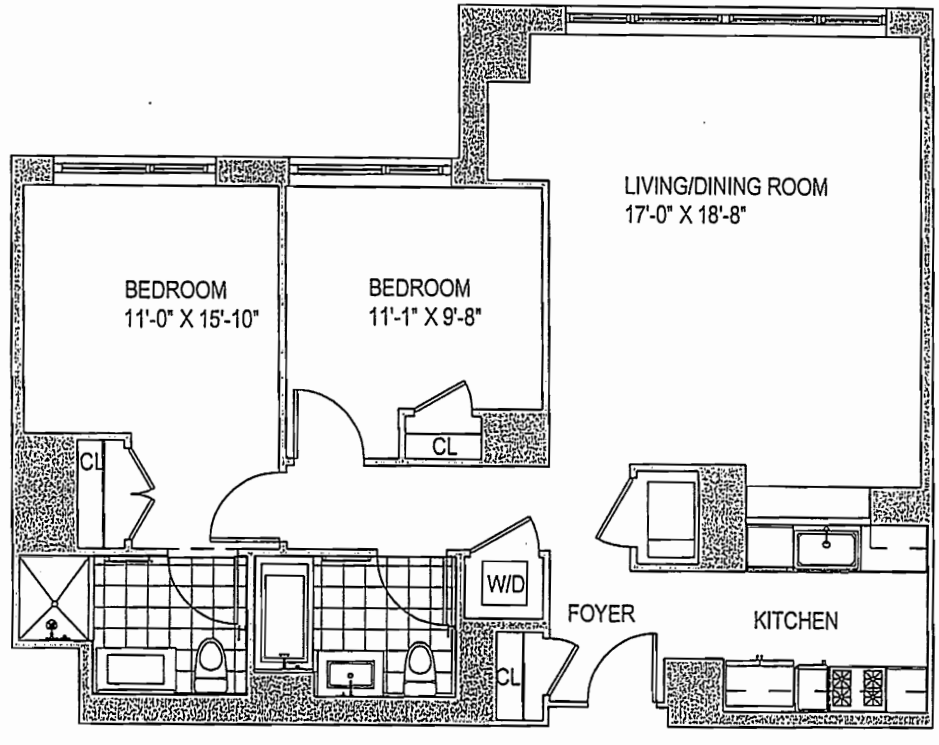
FLUSHING COMMONS

PHASE 1
UNIT K
17th Floor

2 BEDROOM
2 BATH
LIVING/ DINING ROOM

NET AREA:
1,145 sq. ft. (106.4 sq. m.)

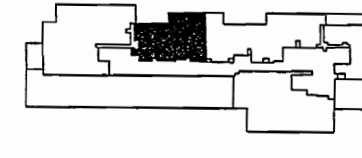
GROSS AREA:
1,491 sq. ft. (138.5 sq. m.)



May 04, 2015

SCALE:
0 1 2 4 8 FEET 16





All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

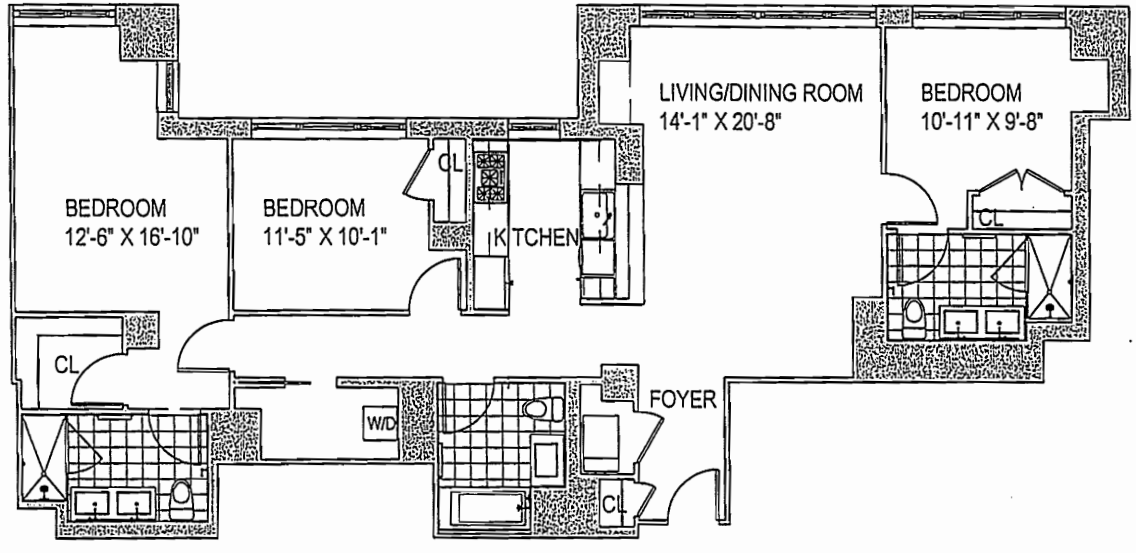
FLUSHING COMMONS

PHASE 1
UNIT M
17th Floor

3 BEDROOM
3 BATH
LIVING/ DINING ROOM

NET AREA:
1,609 sq. ft. (149.5 sq. m.)

GROSS AREA:
2,095 sq. ft. (194.6 sq. m.)



May 04, 2015

SCALE:
0 1 2 4 8 FEET 16

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

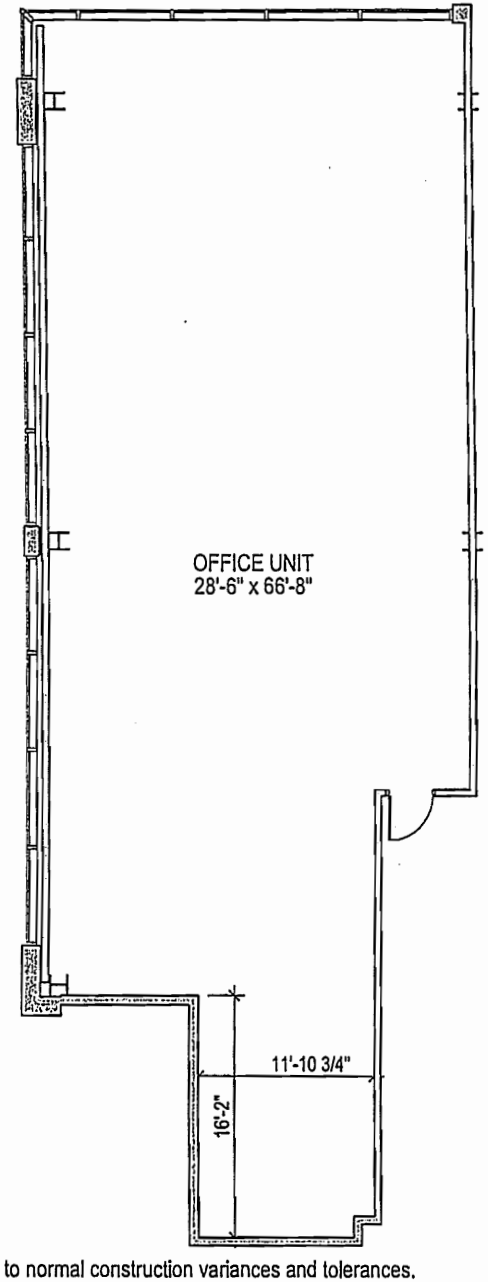


FLUSHING COMMONS

PHASE 1
OFFICE UNIT 3A
3rd Floor

OFFICE SPACE

GROSS AREA:
2,880 sq. ft. (267.5 sq. m.)



June 15, 2015

SCALE:
0 1.5 3 6 12 FEET 24

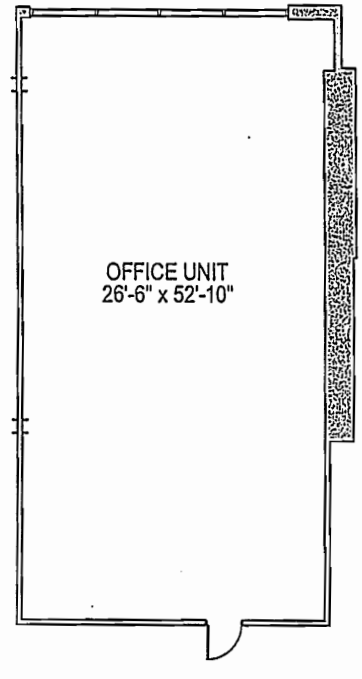


All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

PHASE 1
OFFICE UNIT 3B
3rd Floor

OFFICE SPACE

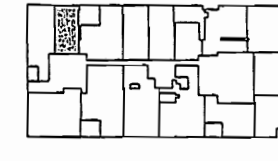


GROSS AREA:
1,940 sq. ft. (180.2 sq. m.)

June 15, 2015

SCALE:
0 2 4 8 16 FEET 32





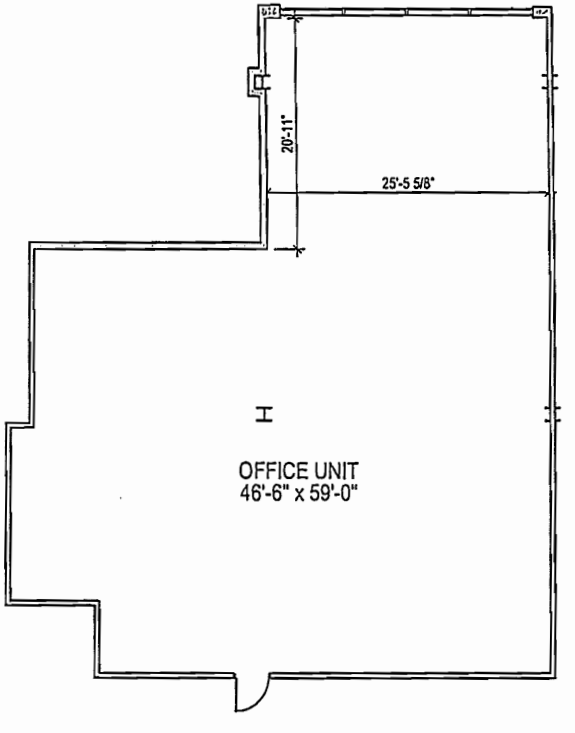
All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

PHASE 1
OFFICE UNIT 3C
3rd Floor

OFFICE SPACE

GROSS AREA:
3,144 sq. ft. (292.0 sq. m.)



June 15, 2015

SCALE:
0 2 4 8 16 FEET 32



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

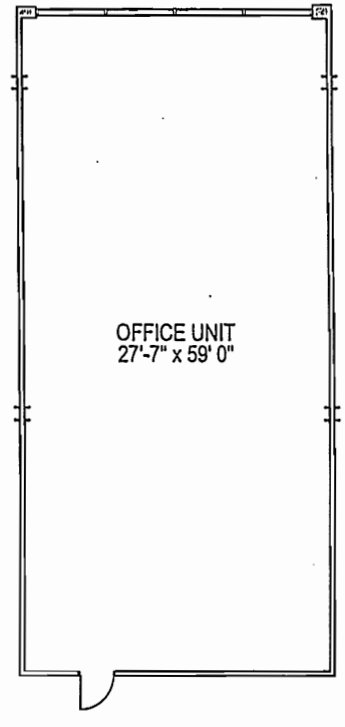
PHASE 1

OFFICE UNIT 3D

3rd Floor

OFFICE SPACE

GROSS AREA:
2,236 sq. ft. (207.7 sq. m.)

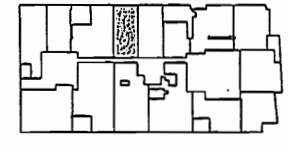


June 15, 2015

SCALE:
0 2 4 8 16 FEET 32



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

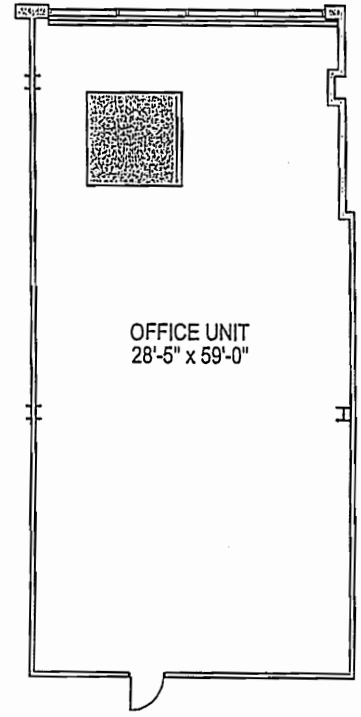


FLUSHING COMMONS

PHASE 1
OFFICE UNIT 3E
3rd Floor

OFFICE SPACE

GROSS AREA:
2,195 sq. ft. (203.9 sq. m.)



June 15, 2015

SCALE:
0 2 4 8 16 FEET 32



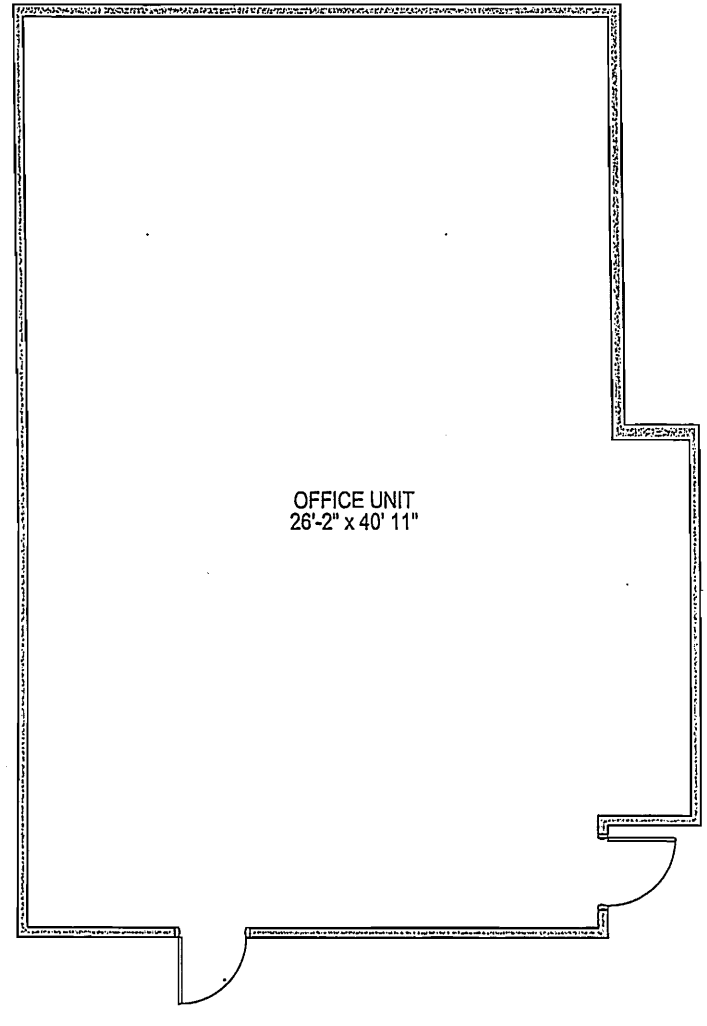
All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

PHASE 1
OFFICE UNIT 3F
3rd Floor

OFFICE SPACE

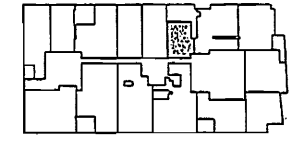
GROSS AREA:
1,532 sq. ft. (142.3 sq. m.)



June 15, 2015

SCALE:
0 1 2 4 8 FEET 16

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

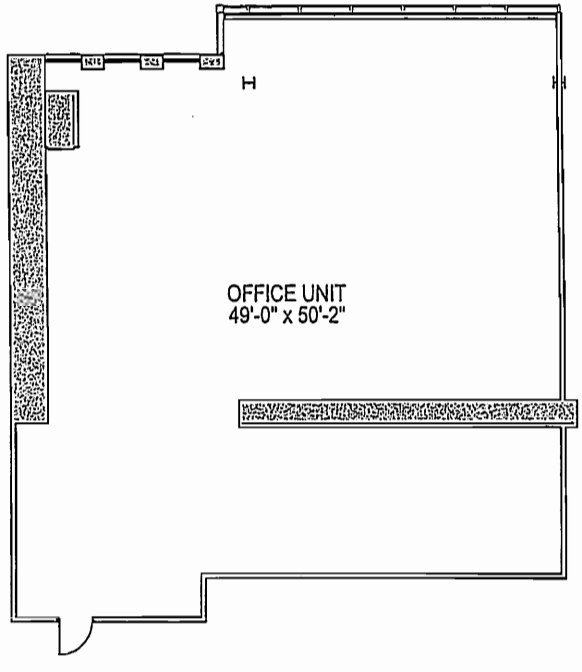


FLUSHING COMMONS

PHASE 1
OFFICE UNIT 3G
3rd Floor

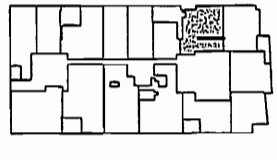
OFFICE SPACE

GROSS AREA:
3,154 sq. ft. (293 sq. m.)



June 15, 2015

SCALE:
0 2 4 8 16 FEET 32



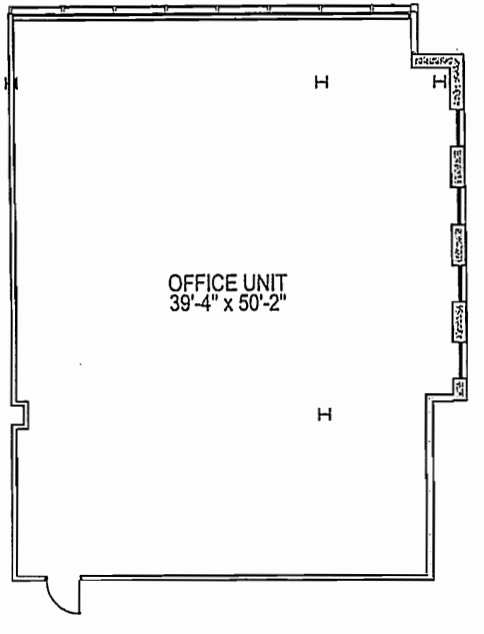
All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

PHASE 1
OFFICE UNIT 3H
3rd Floor

OFFICE SPACE

GROSS AREA:
2,686 sq. ft. (249.5 sq. m.)



June 15, 2015

SCALE:
0 2 4 8 16 FEET 32

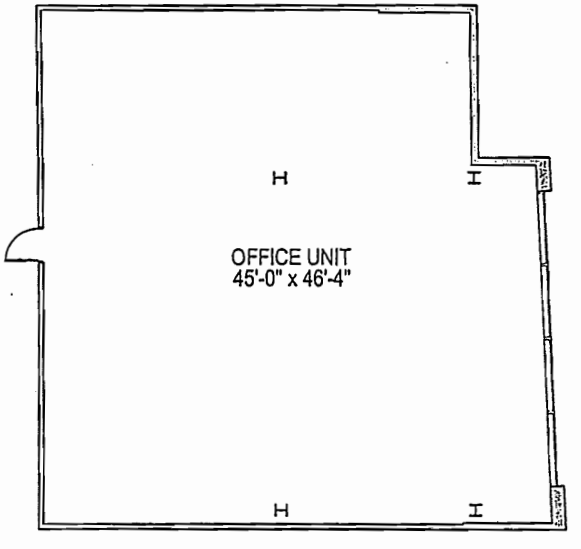


All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

PHASE 1
OFFICE UNIT 3I
3rd Floor

OFFICE SPACE



GROSS AREA:
2,736 sq. ft. (254.1 sq. m.)

June 15, 2015

SCALE:
0 2 4 8 16 FEET 32



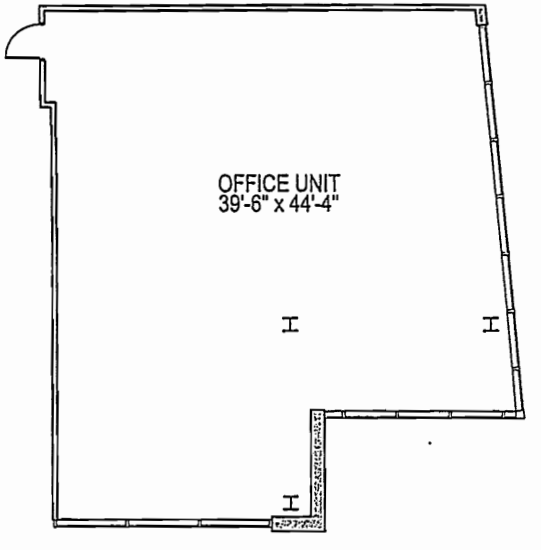


All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

PHASE 1
OFFICE UNIT 3J
3rd Floor

OFFICE SPACE



GROSS AREA:
2,196 sq. ft. (204.0 sq. m.)

June 15, 2015

SCALE:
0 2 4 8 16 FEET 32





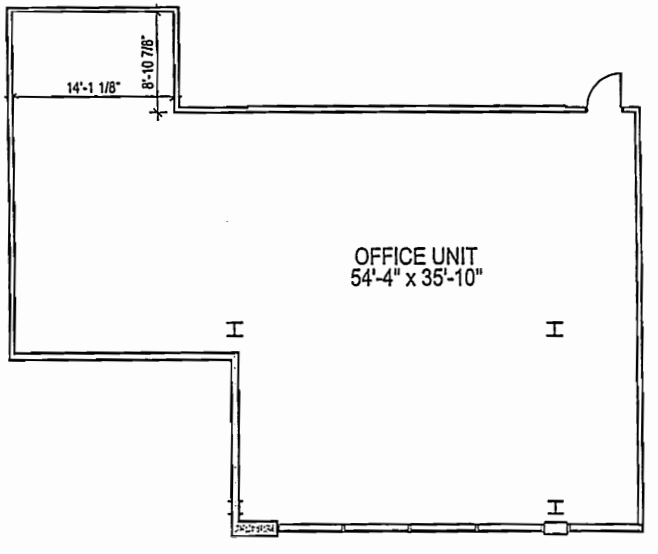
All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

PHASE 1
OFFICE UNIT 3K
3rd Floor

OFFICE SPACE

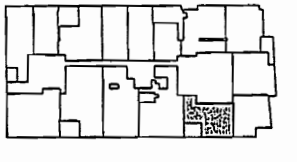
GROSS AREA:
2,469 sq. ft. (229.4 sq. m.)



June 15, 2015

SCALE:
0 2 4 8 16 FEET 32

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

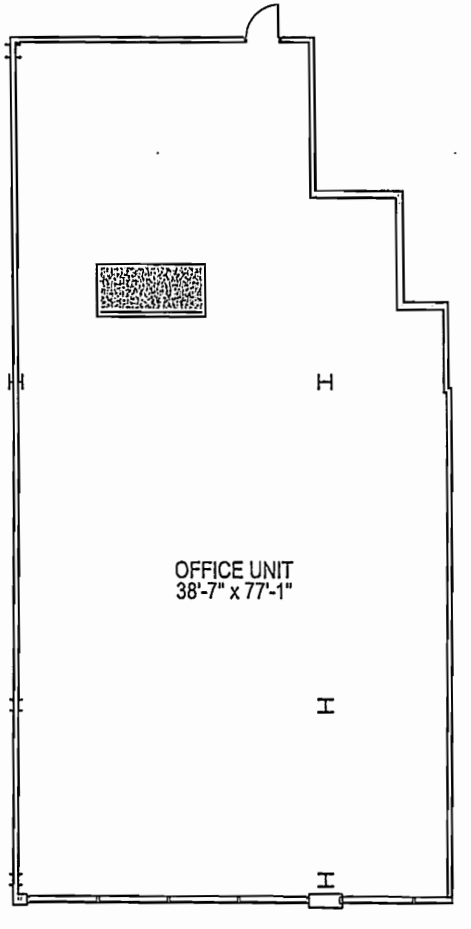


FLUSHING COMMONS

PHASE 1
OFFICE UNIT 3M
3rd Floor

OFFICE SPACE

GROSS AREA:
3,748 sq. ft. (348.2 sq. m.)



June 15, 2015

SCALE:
0 2 4 8 16 FEET 32



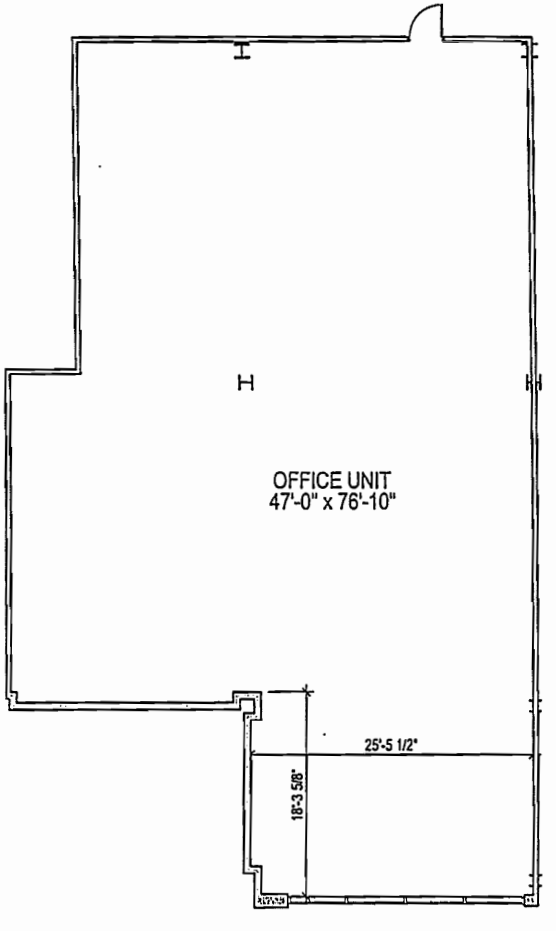
All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

PHASE 1
OFFICE UNIT 3N
3rd Floor

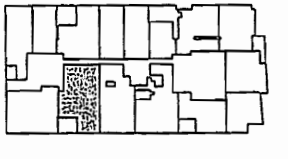
OFFICE SPACE

GROSS AREA:
4,130 sq. ft. (383.7 sq. m.)



June 15, 2015

SCALE:
0 2 4 8 16 FEET 32



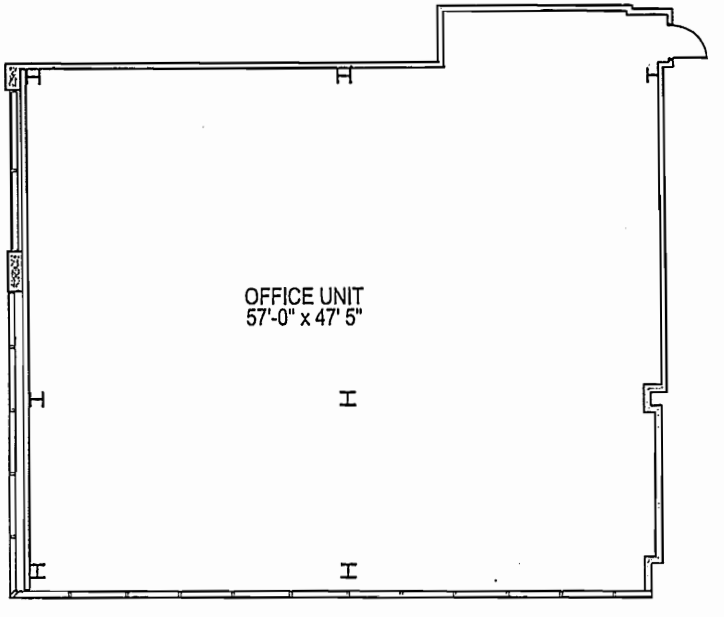
All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

PHASE 1
OFFICE UNIT 3P
3rd Floor

OFFICE SPACE

GROSS AREA:
3,877 sq. ft. (360.2 sq. m.)



June 15, 2015

SCALE:
0 2 4 8 16 FEET 32



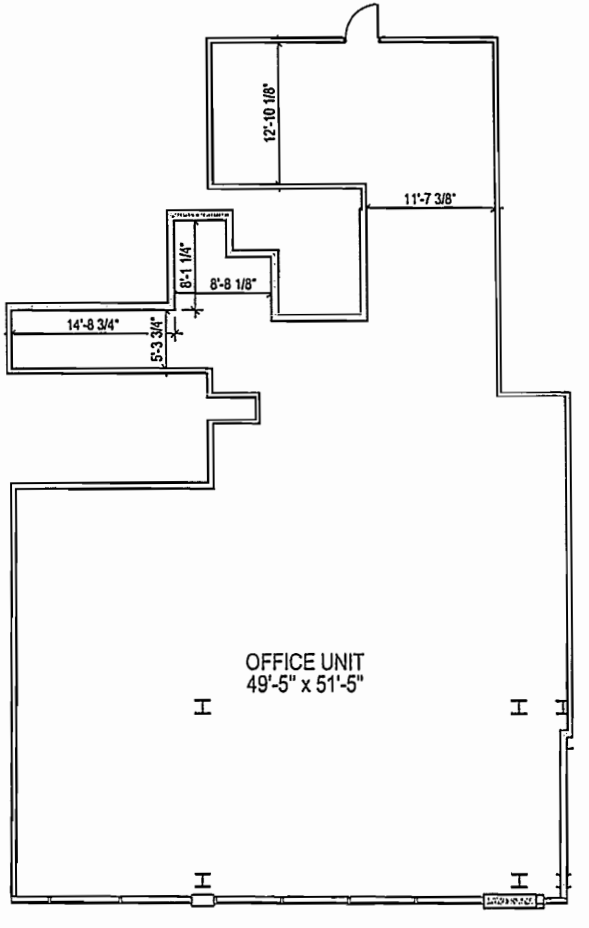
All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

PHASE 1
OFFICE UNIT 3L
3rd Floor

OFFICE SPACE

GROSS AREA:
3,943 sq. ft. (366.3 sq. m.)



June 15, 2015

SCALE:
0 2 4 8 16 FEET 32

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

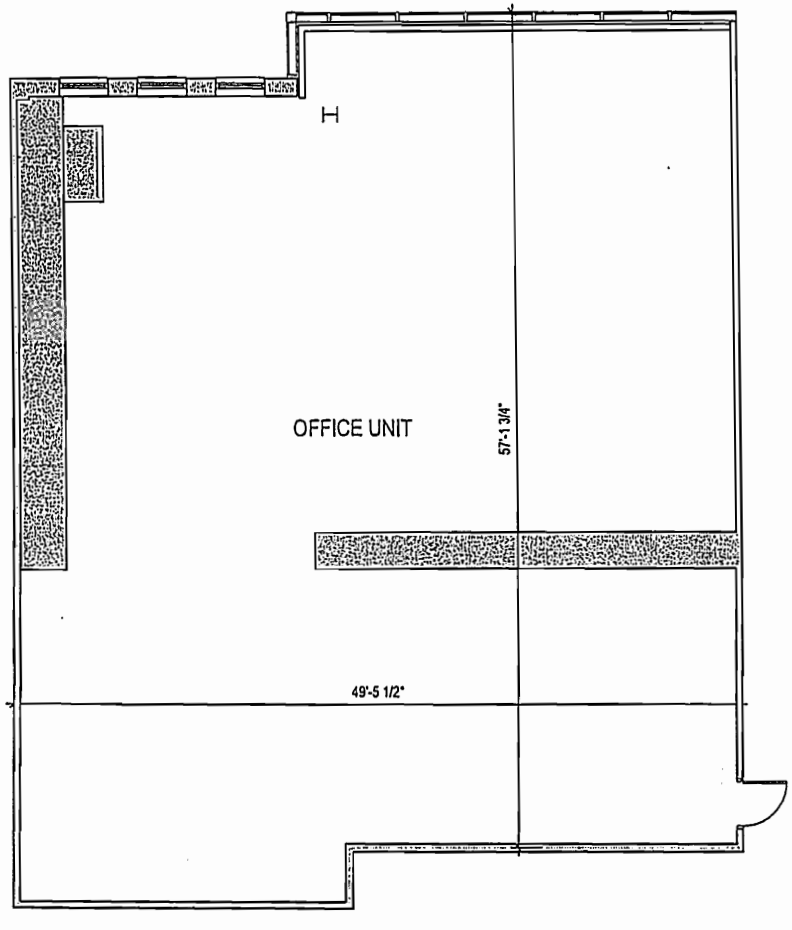


FLUSHING COMMONS

PHASE 1
OFF. UNIT 4A
4th Floor

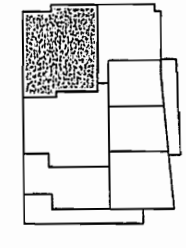
OFFICE SPACE

GROSS AREA:
3,517 sq. ft. (326.7 sq. m.)



June 15, 2015

SCALE:
0 1.5 3 6 12 FEET 24



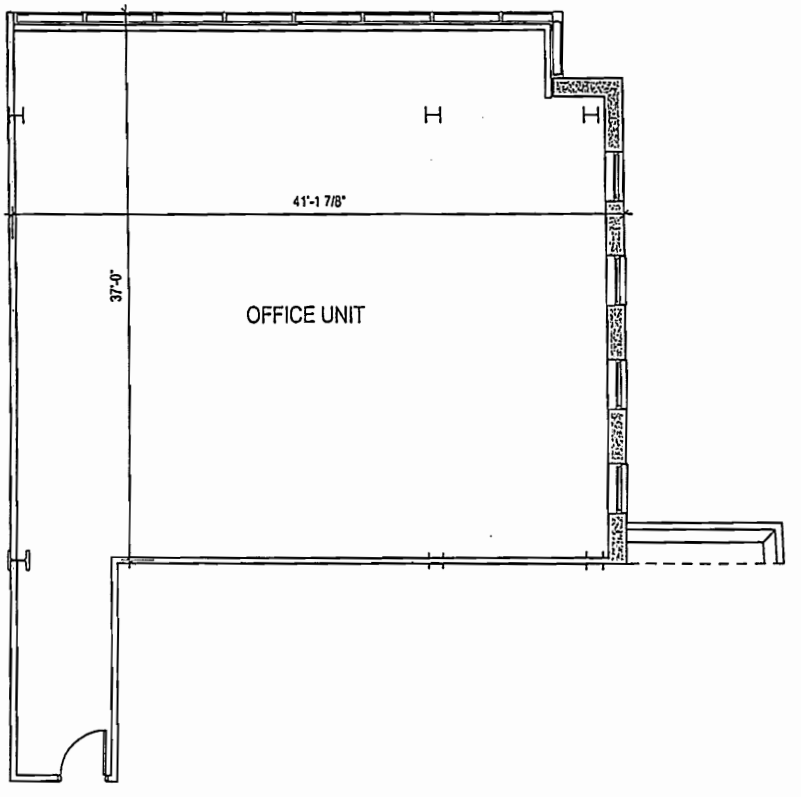
All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

PHASE 1
OFF. UNIT 4B
4th Floor

OFFICE SPACE

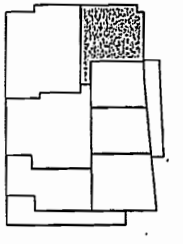
GROSS AREA:
2,116 sq. ft. (196.5 sq. m.)



June 15, 2015

SCALE:
0 1.5 3 6 12 FEET 24

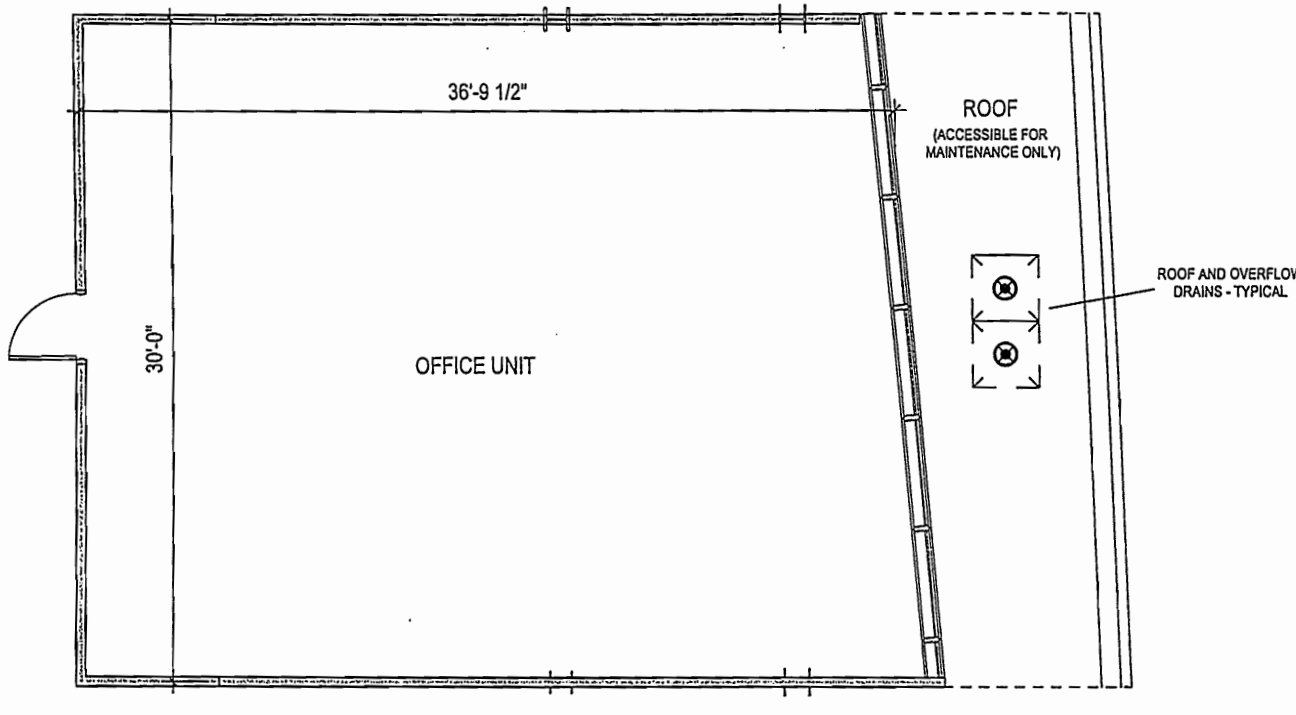
All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



FLUSHING COMMONS

PHASE 1
OFF. UNIT 4D
4th Floor

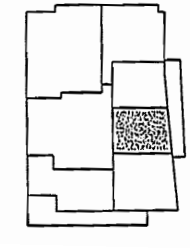
OFFICE SPACE



GROSS AREA:
1,485 sq. ft. (138.0 sq. m.)

June 15, 2015

SCALE:
0 1 2 4 8 FEET 16

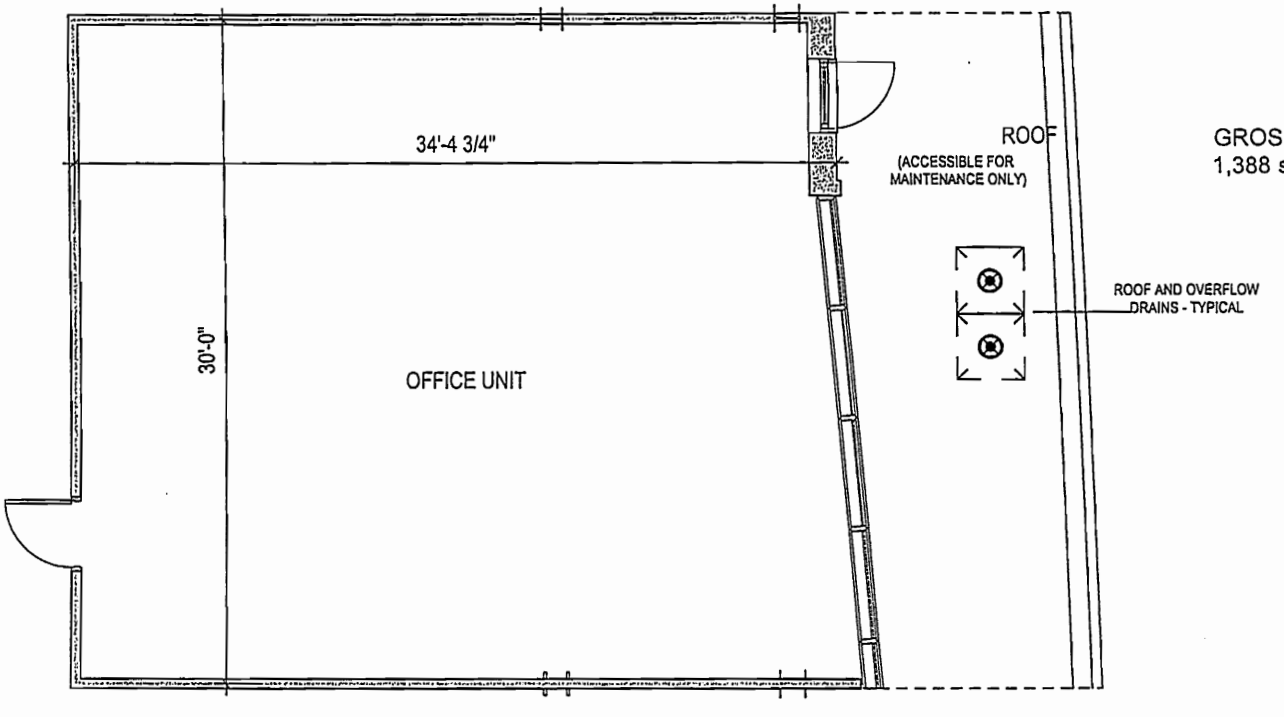


All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

PHASE 1
OFF. UNIT 4C
4th Floor

OFFICE SPACE

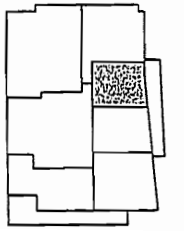


GROSS AREA:
1,388 sq. ft. (128.9 sq. m.)

June 15, 2015

SCALE:
0 1 2 4 8 FEET 16

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

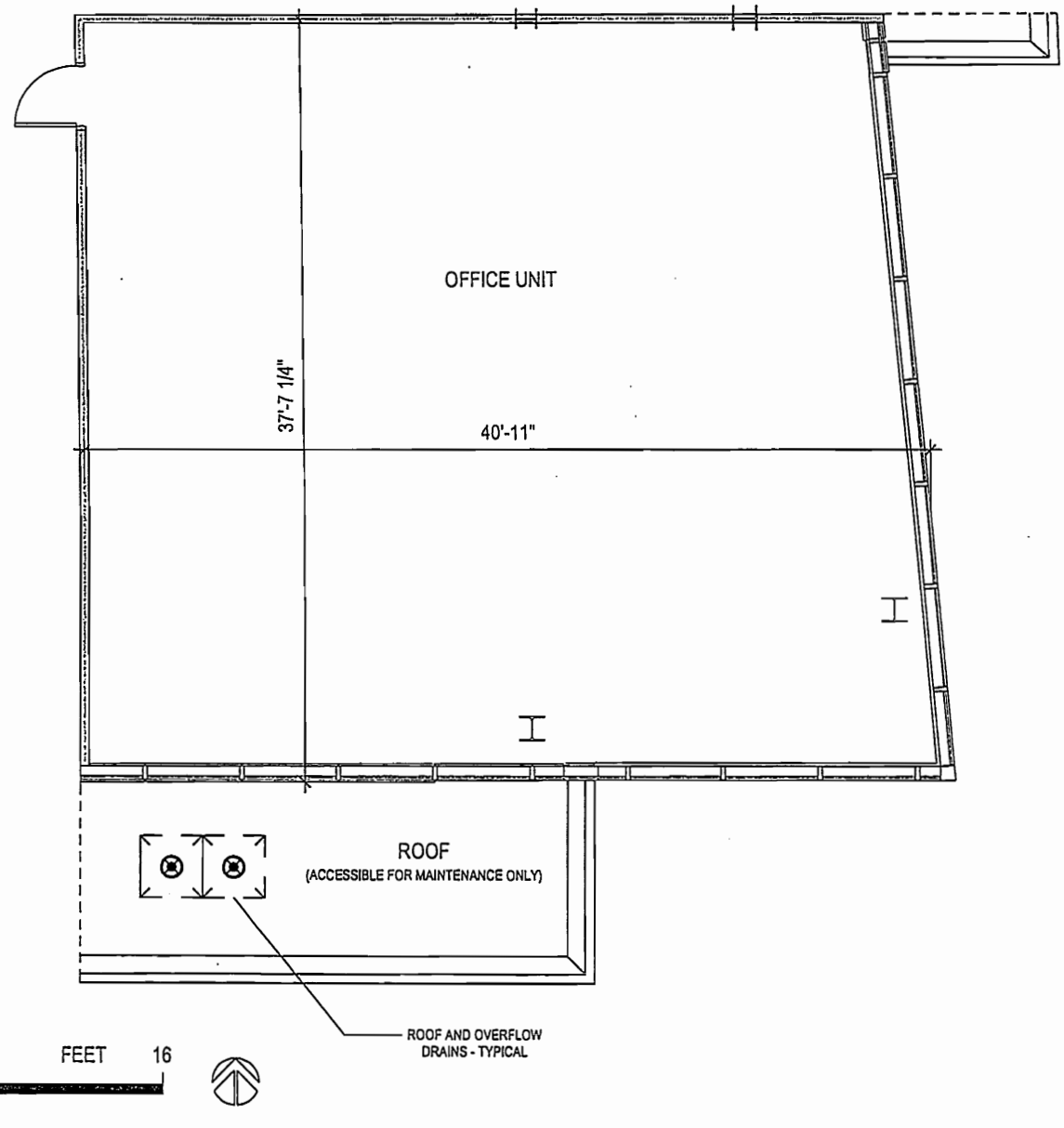


FLUSHING COMMONS

PHASE 1
OFF. UNIT 4E
4th Floor

OFFICE SPACE

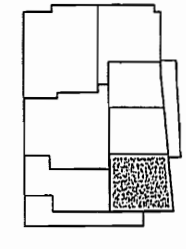
GROSS AREA:
2,001 sq. ft. (185.9 sq. m.)



June 15, 2015

SCALE:
0 1 2 4 8 FEET 16

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

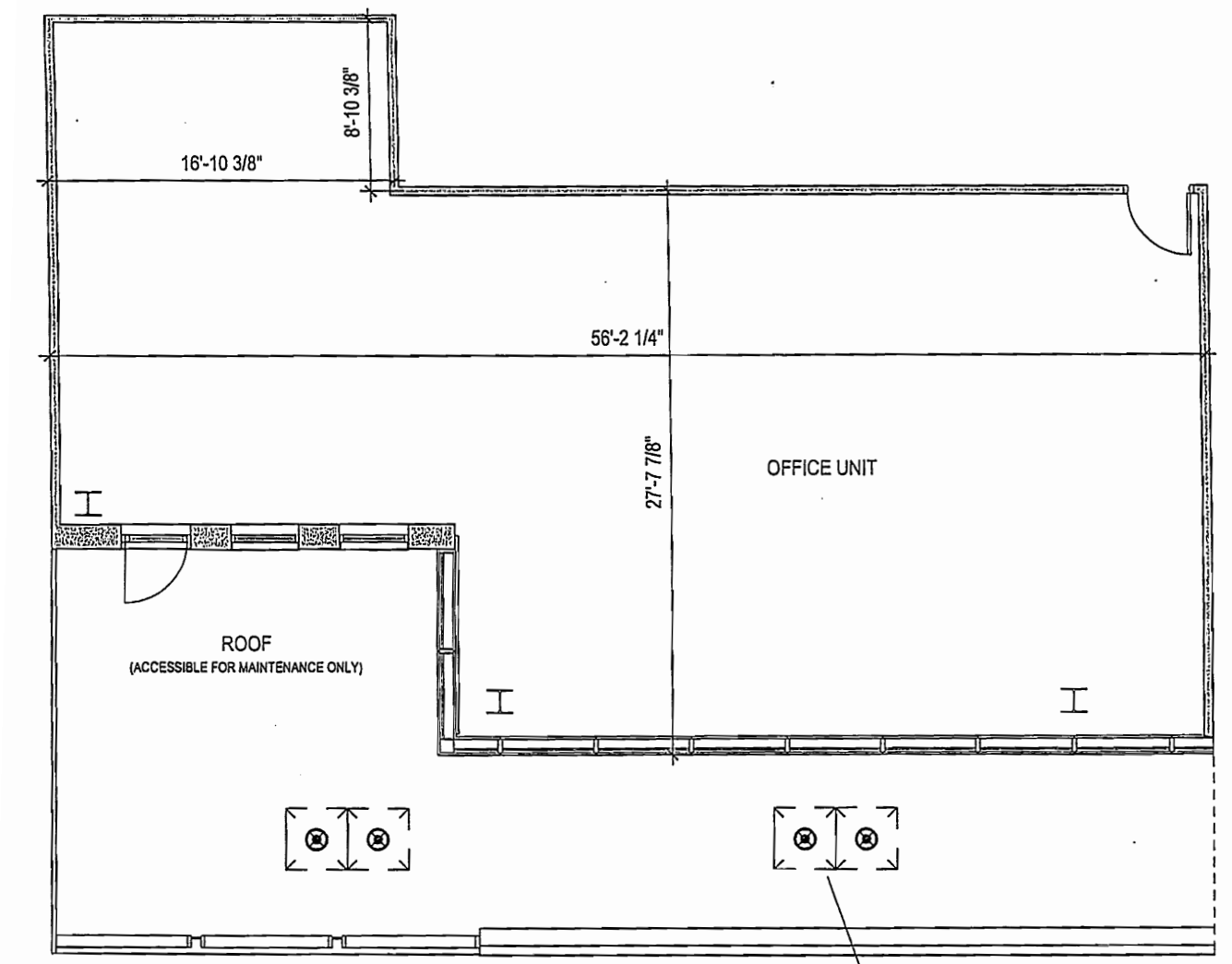


FLUSHING COMMONS

PHASE 1
OFF. UNIT 4F
4th Floor

OFFICE SPACE

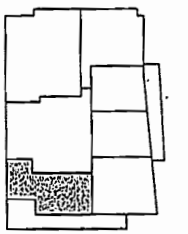
GROSS AREA:
1,999 sq. ft. (185.7 sq. m.)



June 15, 2015

SCALE:
0 1 2 4 8 FEET 16

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

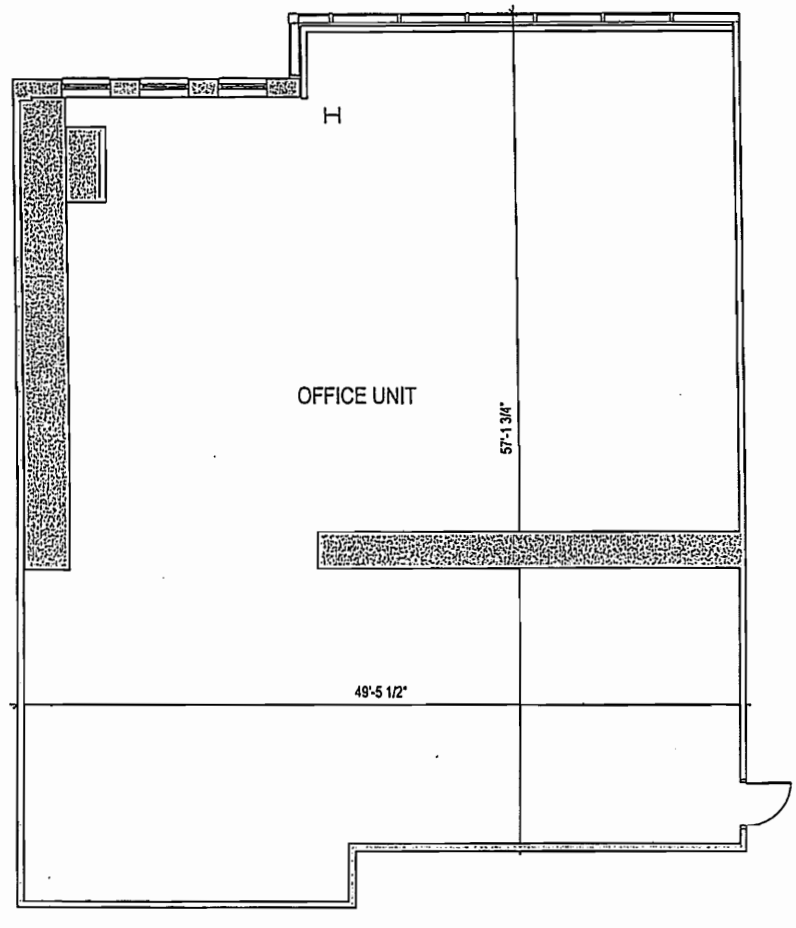


FLUSHING COMMONS

PHASE 1
OFF. UNIT 5A - 11A
5th-11th Floor

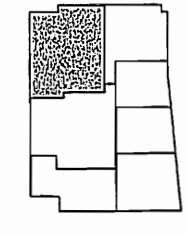
OFFICE SPACE

GROSS AREA:
3,517 sq. ft. (326.7 sq. m.)



June 15, 2015

SCALE:
0 1.5 3 6 12 FEET 24



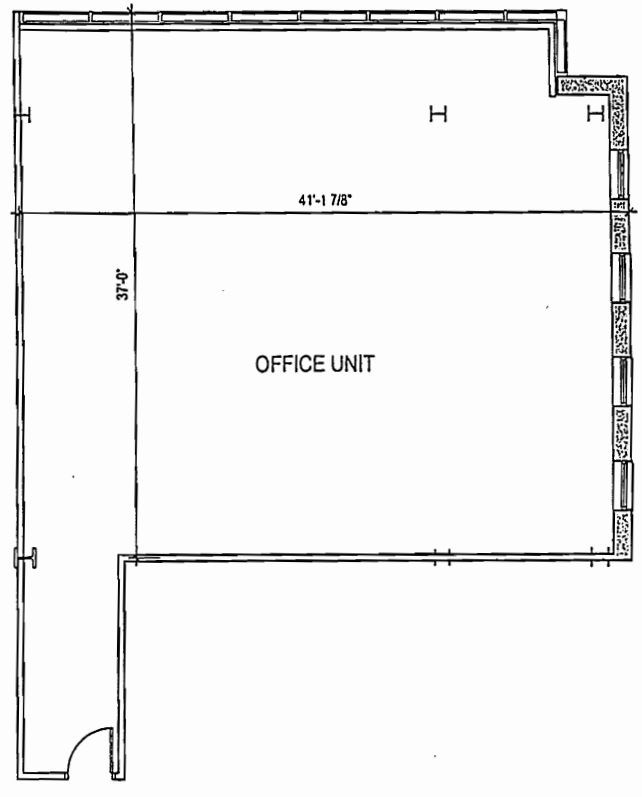
All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

PHASE 1
OFF. UNIT 5B - 11B
5th-11th Floor

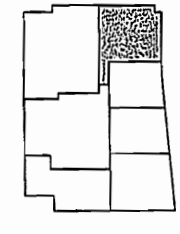
OFFICE SPACE

GROSS AREA:
2,116 sq. ft. (196.5 sq. m.)



June 15, 2015

SCALE:
0 1.5 3 6 12 FEET 24



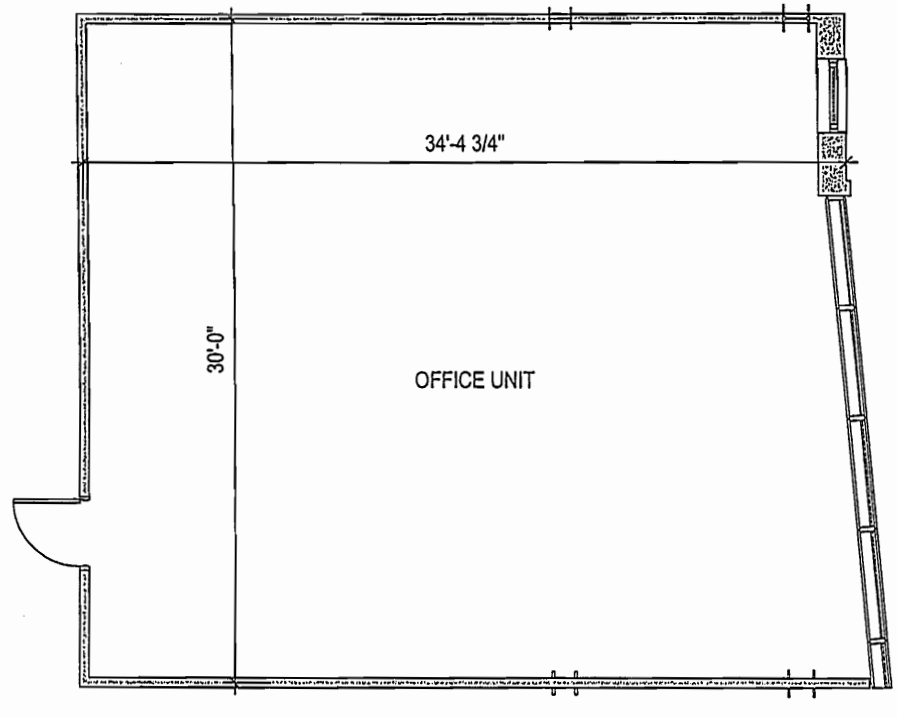
All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

PHASE 1
OFF. UNIT 5C - 11C
5th-11th Floor

OFFICE SPACE

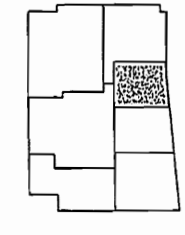
GROSS AREA:
1,388 sq. ft. (128.9 sq. m.)



June 15, 2015

SCALE:
0 1 2 4 8 FEET 16

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



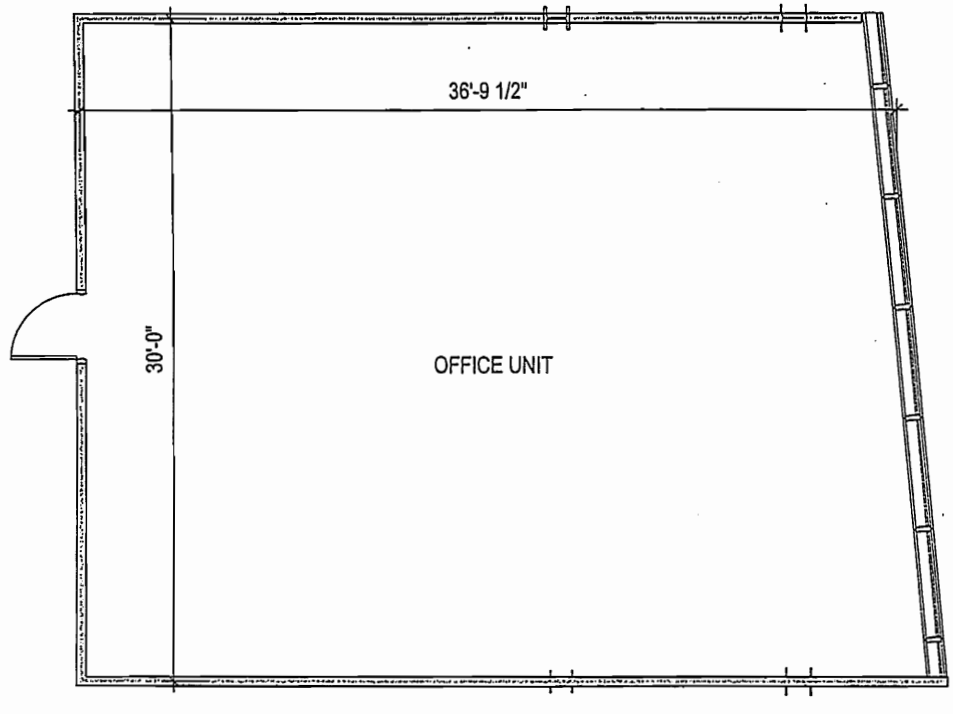
FLUSHING COMMONS

PHASE 1

OFF. UNIT 5D - 11D

5th-11th Floor

OFFICE SPACE

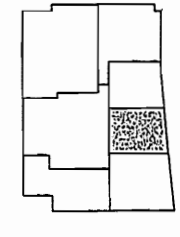


GROSS AREA:
1,485 sq. ft. (138.0 sq. m.)

June 15, 2015

SCALE:
0 1 2 4 8 FEET 16

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



FLUSHING COMMONS

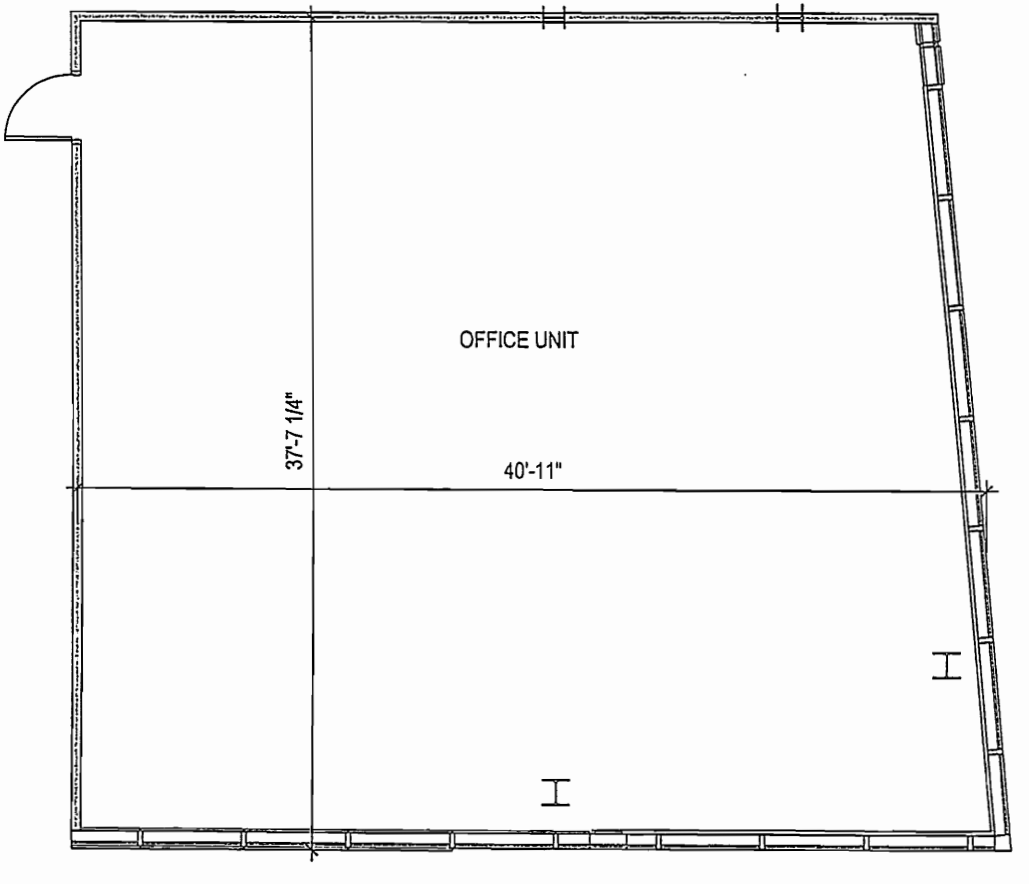
PHASE 1

OFF. UNIT 5E - 11E

5th-11th Floor

OFFICE SPACE

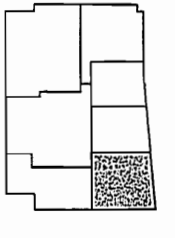
GROSS AREA:
2,001 sq. ft. (185.9 sq. m.)



June 15, 2015

SCALE:
0 1 2 4 8 FEET 16

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



FLUSHING COMMONS

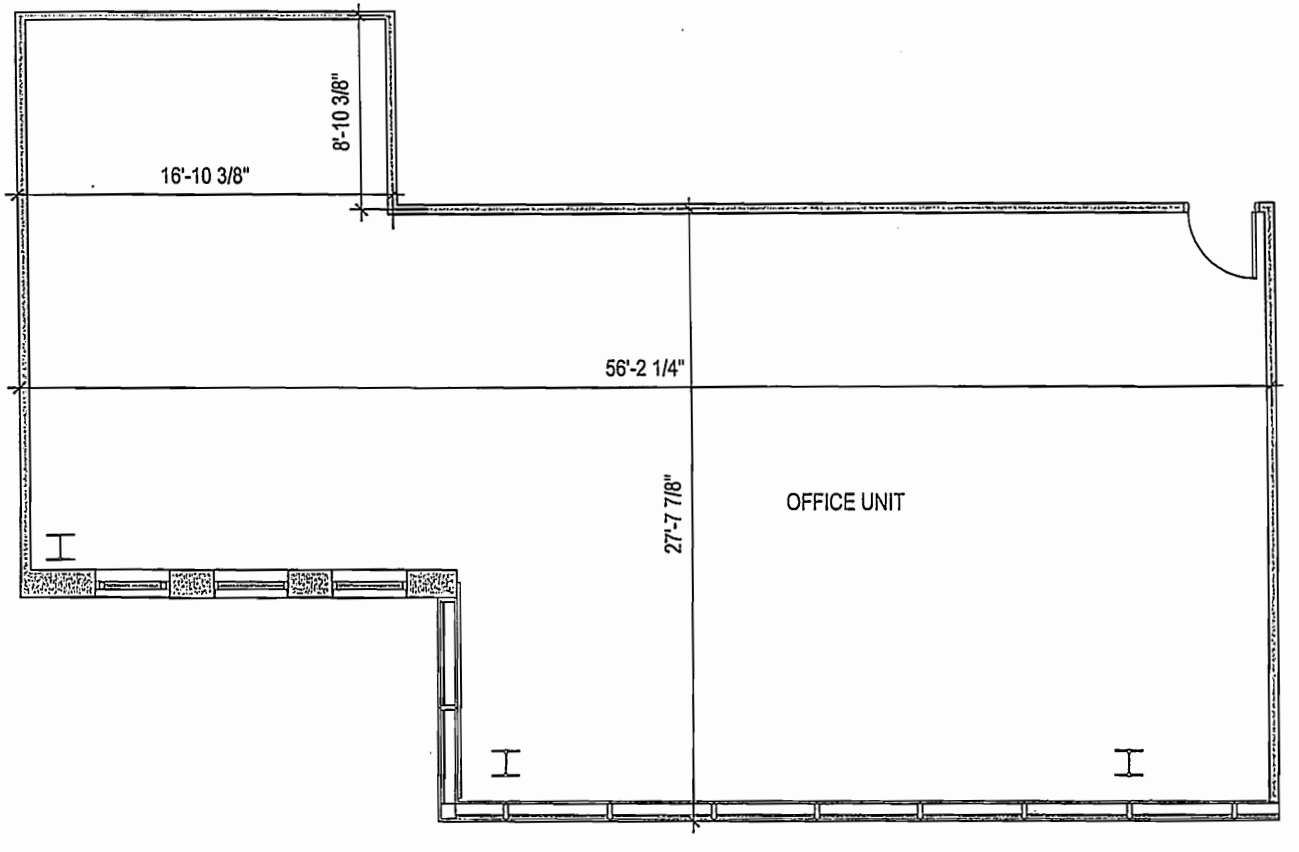
PHASE 1

OFF. UNIT 5F - 11F

5th-11th Floor

OFFICE SPACE

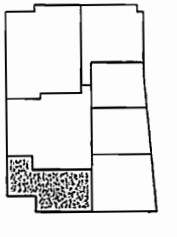
GROSS AREA:
1,999 sq. ft. (185.7 sq. m.)



June 15, 2015

SCALE:
0 1 2 4 8 FEET 16

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



FLUSHING COMMONS

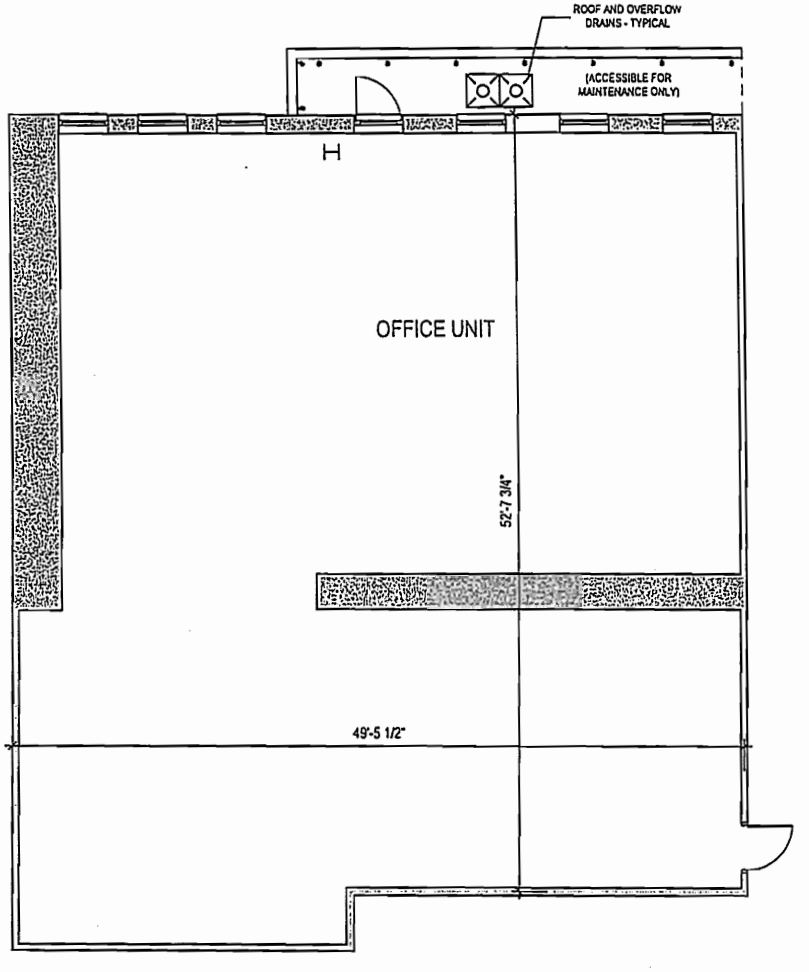
PHASE 1

OFFICE UNIT 12A

12th Floor

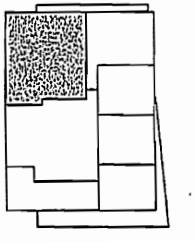
OFFICE SPACE

GROSS AREA:
3,345 sq. ft. (310.7 sq. m.)



June 15, 2015

SCALE:
0 1.5 3 6 12 FEET 24



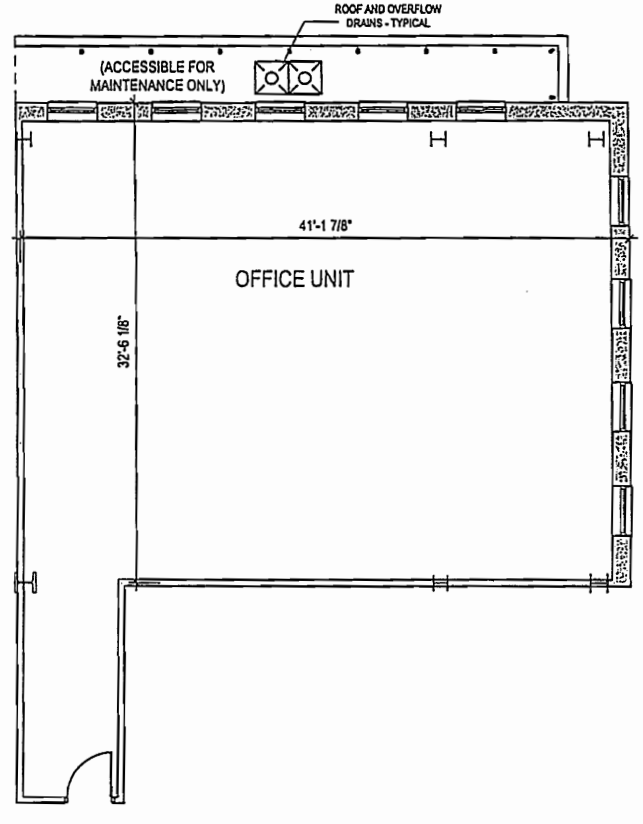
All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

PHASE 1
OFFICE UNIT 12B
12th Floor

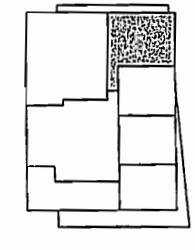
OFFICE SPACE

GROSS AREA:
1,894 sq. ft. (176.0 sq. m.)



June 15, 2015

SCALE:
0 1.5 3 6 12 FEET 24



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

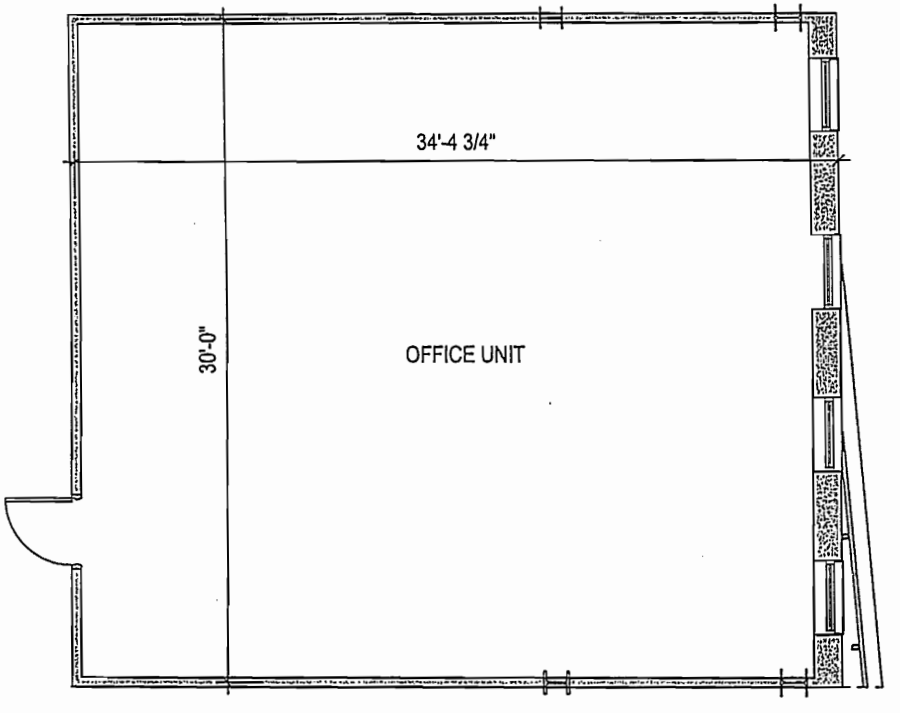
FLUSHING COMMONS

PHASE 1

OFFICE UNIT 12C

12th Floor

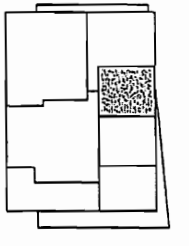
OFFICE SPACE



GROSS AREA:
1,361 sq. ft. (126.4 sq. m.)

June 15, 2015

SCALE:
0 1 2 4 8 FEET 16



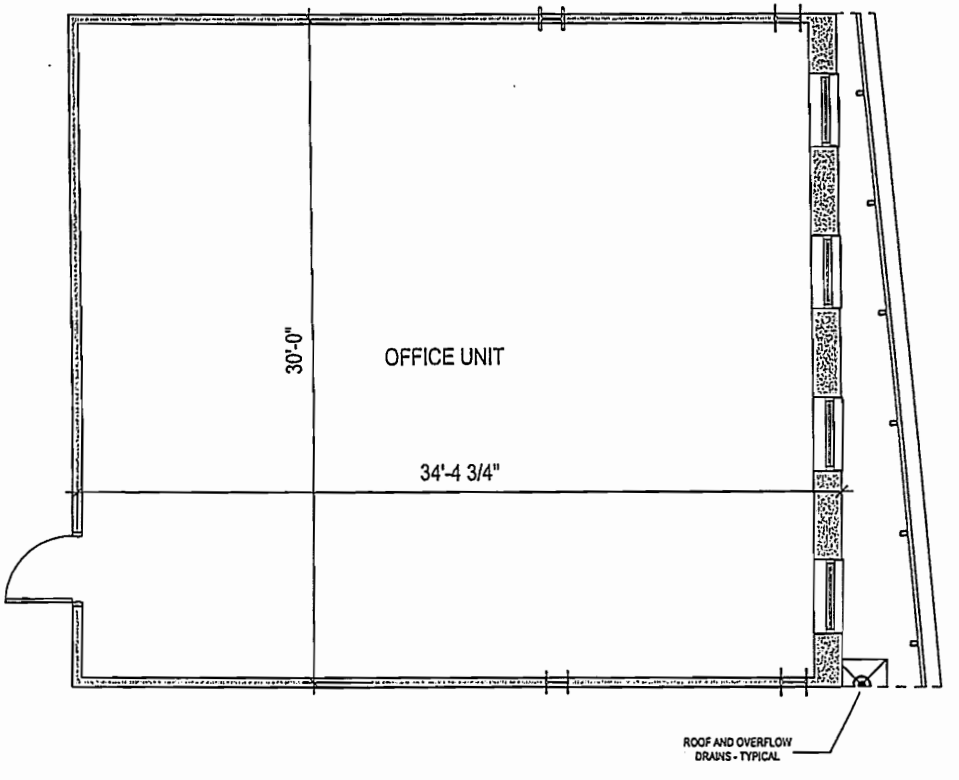
All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

PHASE 1
OFFICE UNIT 12D
12th Floor

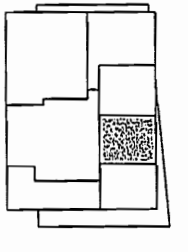
OFFICE SPACE

GROSS AREA:
1,361 sq. ft. (126.4 sq. m.)



June 15, 2015

SCALE:
0 1 2 4 8 FEET 16



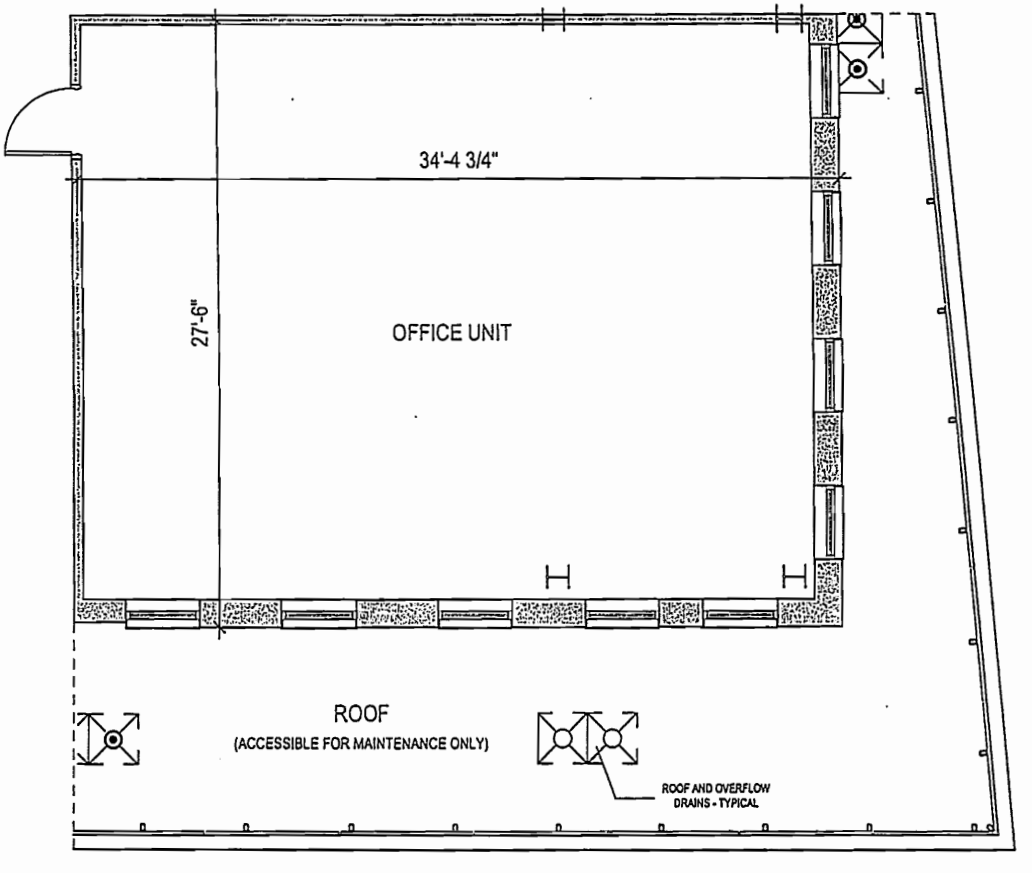
All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

PHASE 1
OFFICE UNIT 12E
12th Floor

OFFICE SPACE

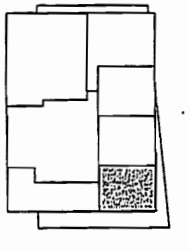
GROSS AREA:
1,248 sq. ft. (115.9 sq. m.)



June 15, 2015

SCALE:
0 1 2 4 8 FEET 16

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



FLUSHING COMMONS

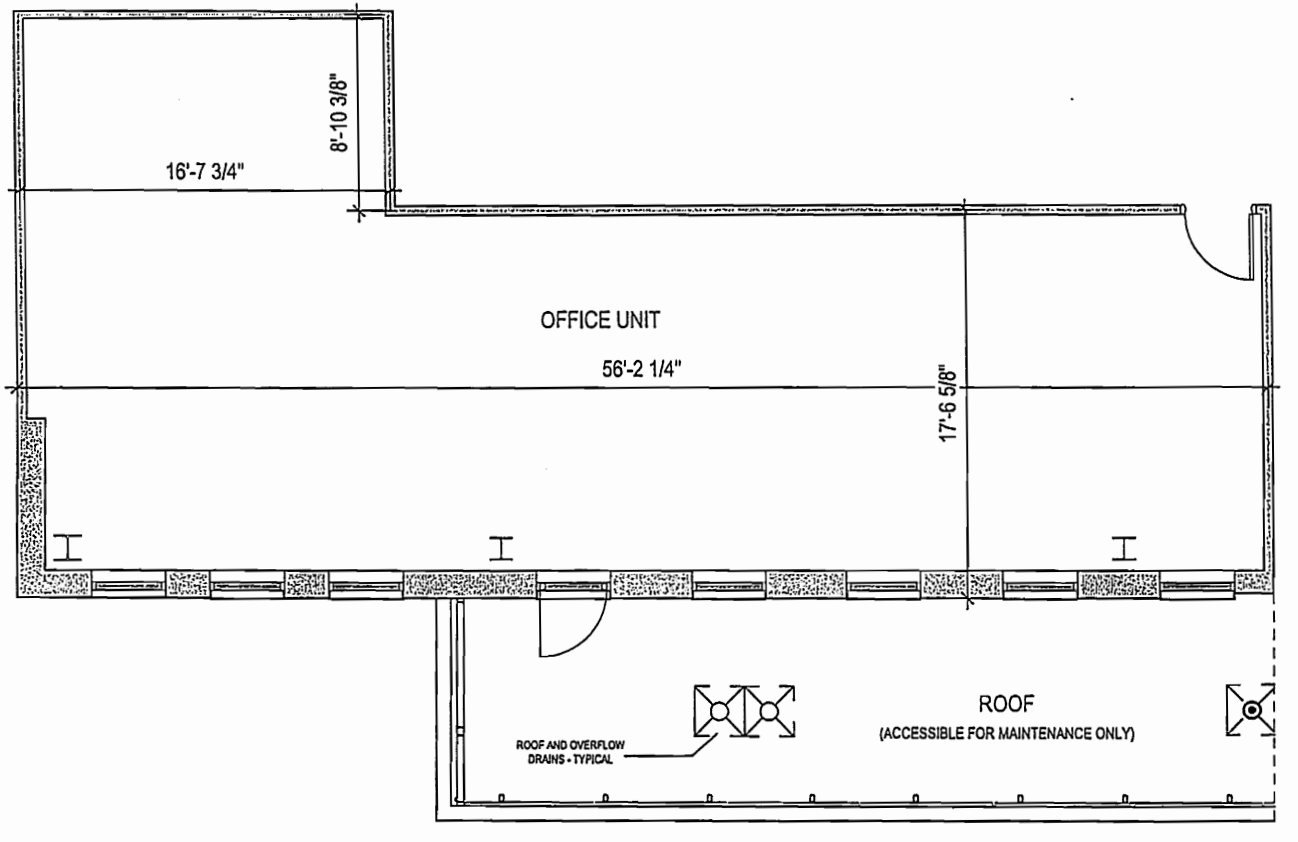
PHASE 1

OFFICE UNIT 12F

12th Floor

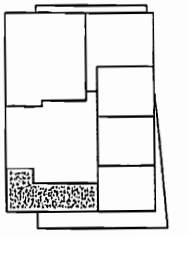
OFFICE SPACE

GROSS AREA:
1,500 sq. ft. (139.3 sq. m.)



June 15, 2015

SCALE:
0 1 2 4 8 FEET 16



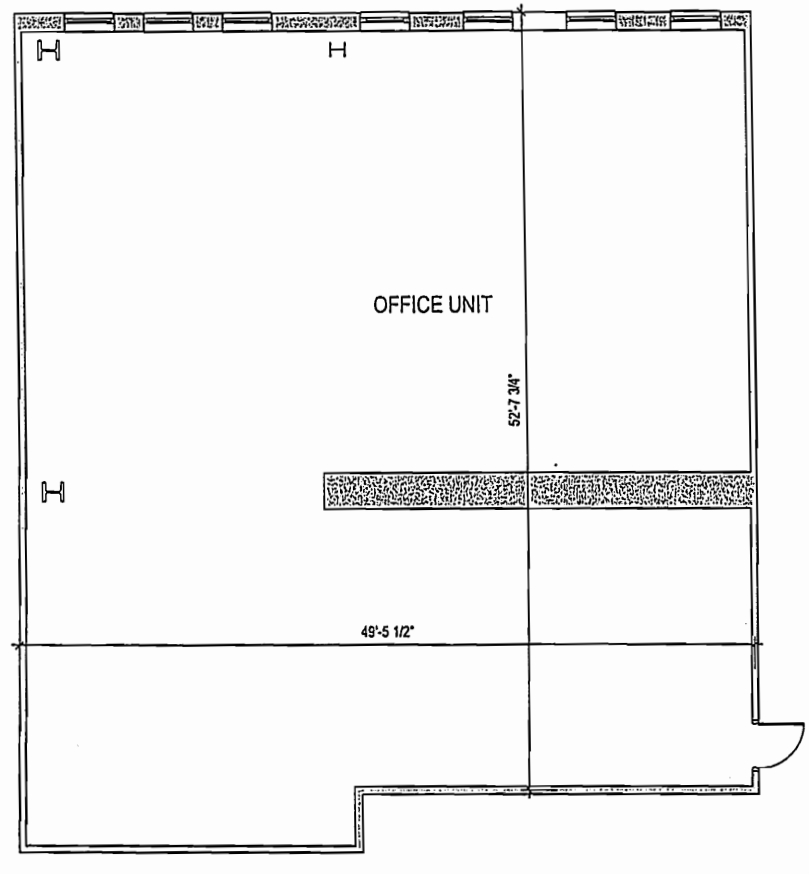
All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

PHASE 1
OFFICE UNIT 13A
13th Floor

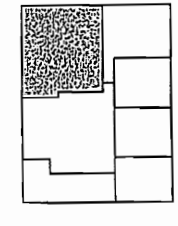
OFFICE SPACE

GROSS AREA:
3,345 sq. ft. (310.7 sq. m.)



June 15, 2015

SCALE:
0 1.5 3 6 12 FEET 24



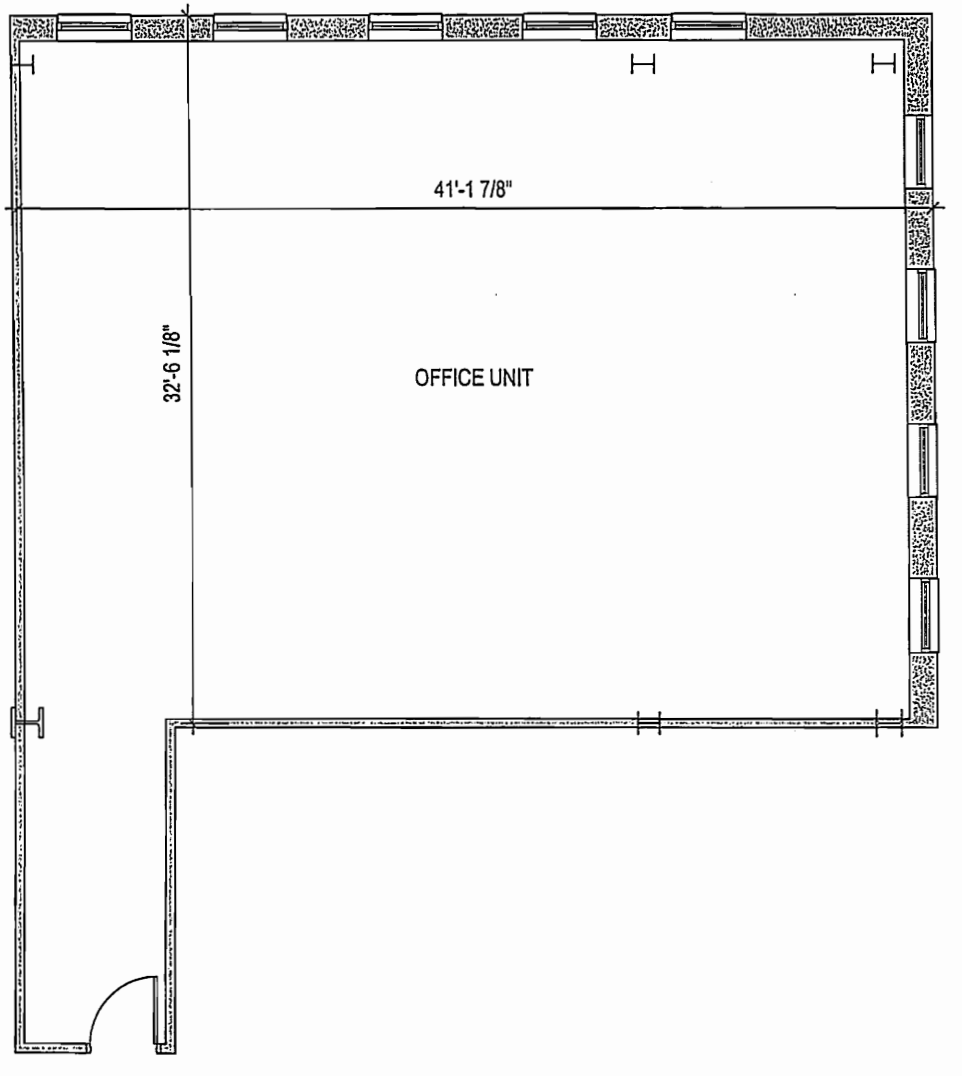
All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

PHASE 1

OFFICE UNIT 13B

13th Floor

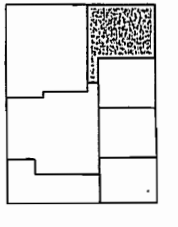


OFFICE SPACE

GROSS AREA:
1,894 sq. ft. (176.0 sq. m.)

June 15, 2015

SCALE:
0 1 2 4 8 FEET 16



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

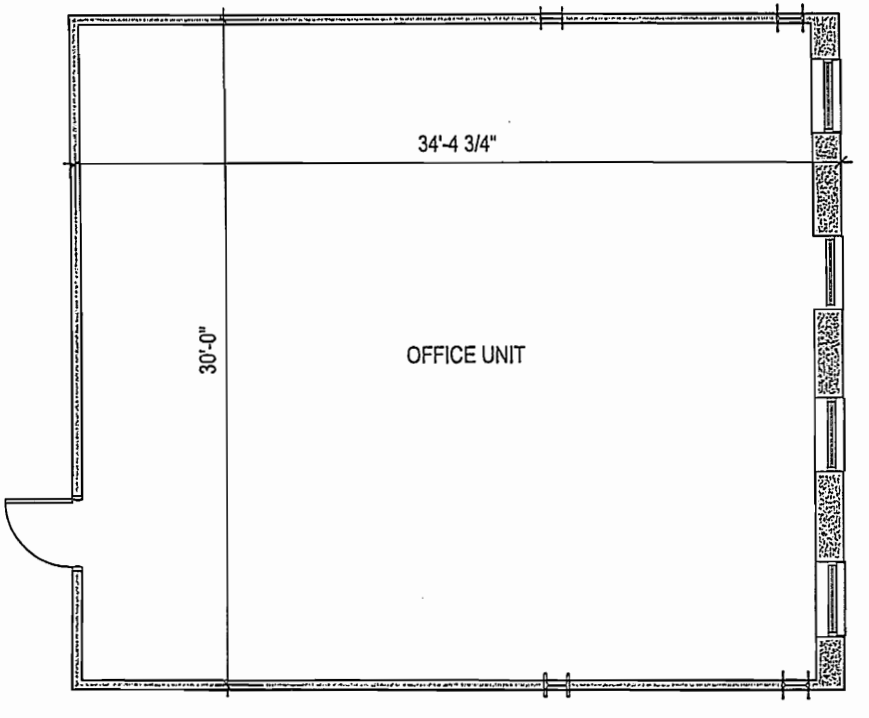
FLUSHING COMMONS

PHASE 1

OFFICE UNIT 13C

13th Floor

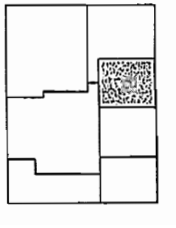
OFFICE SPACE



GROSS AREA:
1,361 sq. ft. (126.4 sq. m.)

June 15, 2015

SCALE:
0 1 2 4 8 FEET 16



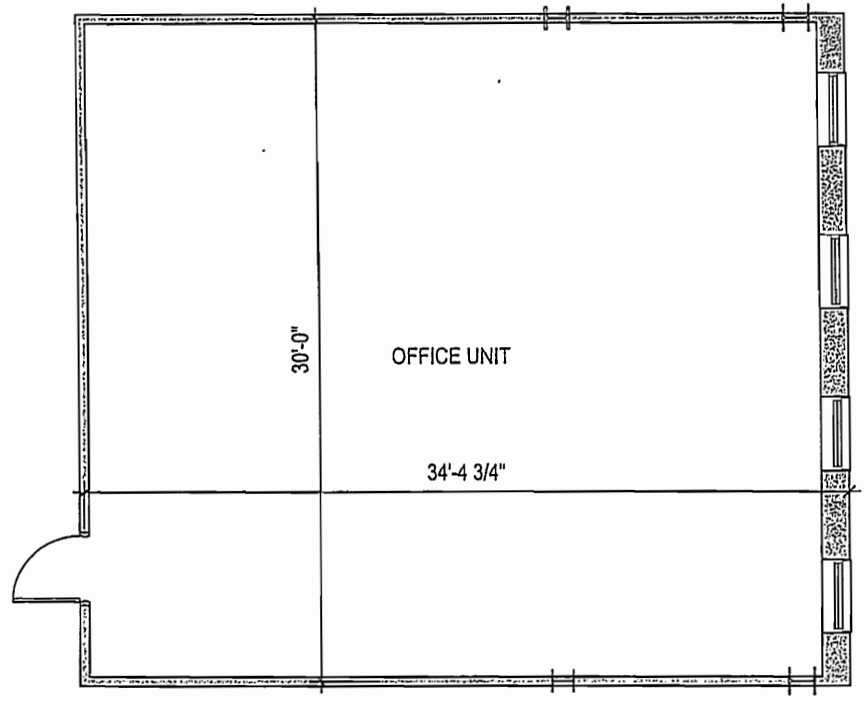
All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

PHASE 1
OFFICE UNIT 13D
13th Floor

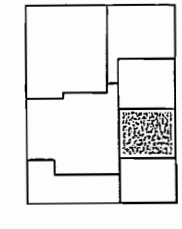
OFFICE SPACE

GROSS AREA:
1,361 sq. ft. (126.4 sq. m.)



June 15, 2015

SCALE:
0 1 2 4 8 FEET 16



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

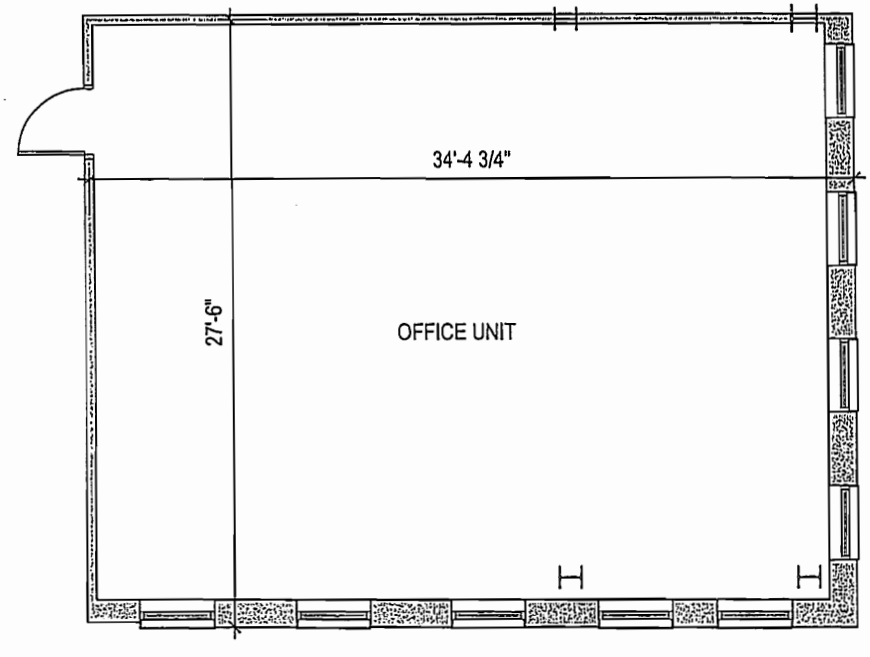
FLUSHING COMMONS

PHASE 1

OFFICE UNIT 13E

13th Floor

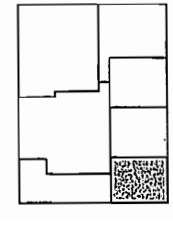
OFFICE SPACE



GROSS AREA:
1,248 sq. ft. (115.9 sq. m.)

June 15, 2015

SCALE:
0 1 2 4 8 FEET 16



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

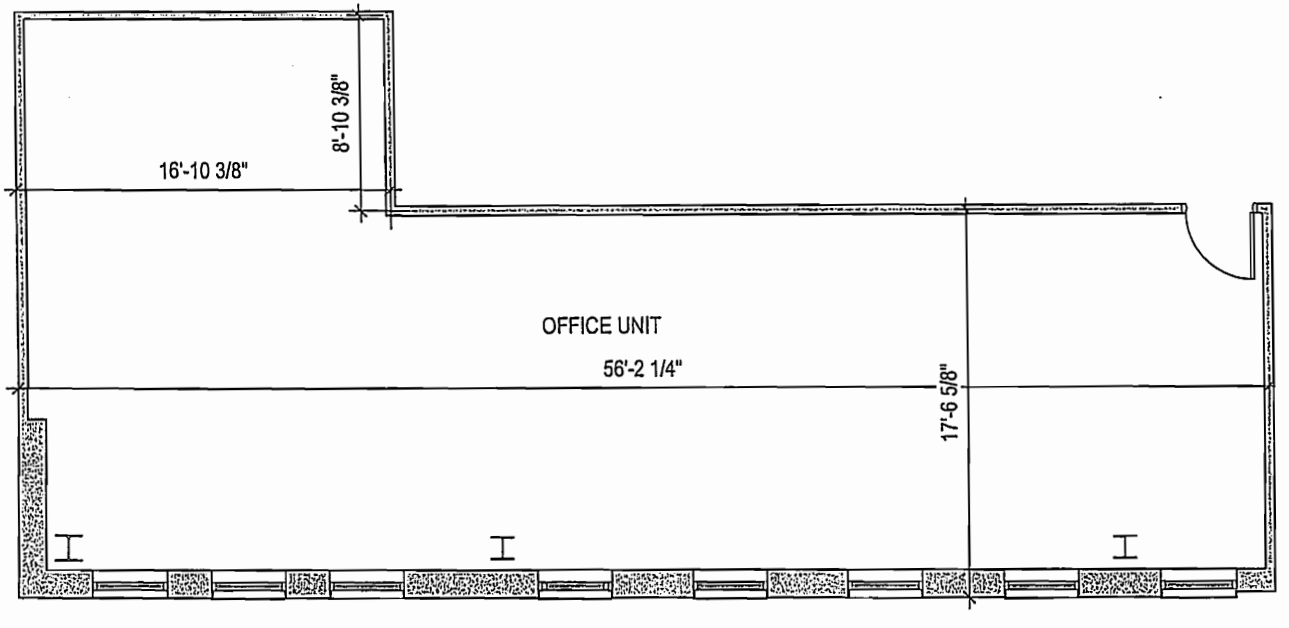
PHASE 1

OFFICE UNIT 13F

13th Floor

OFFICE SPACE

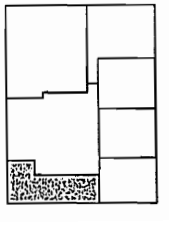
GROSS AREA:
1,500 sq. ft. (139.3 sq. m.)

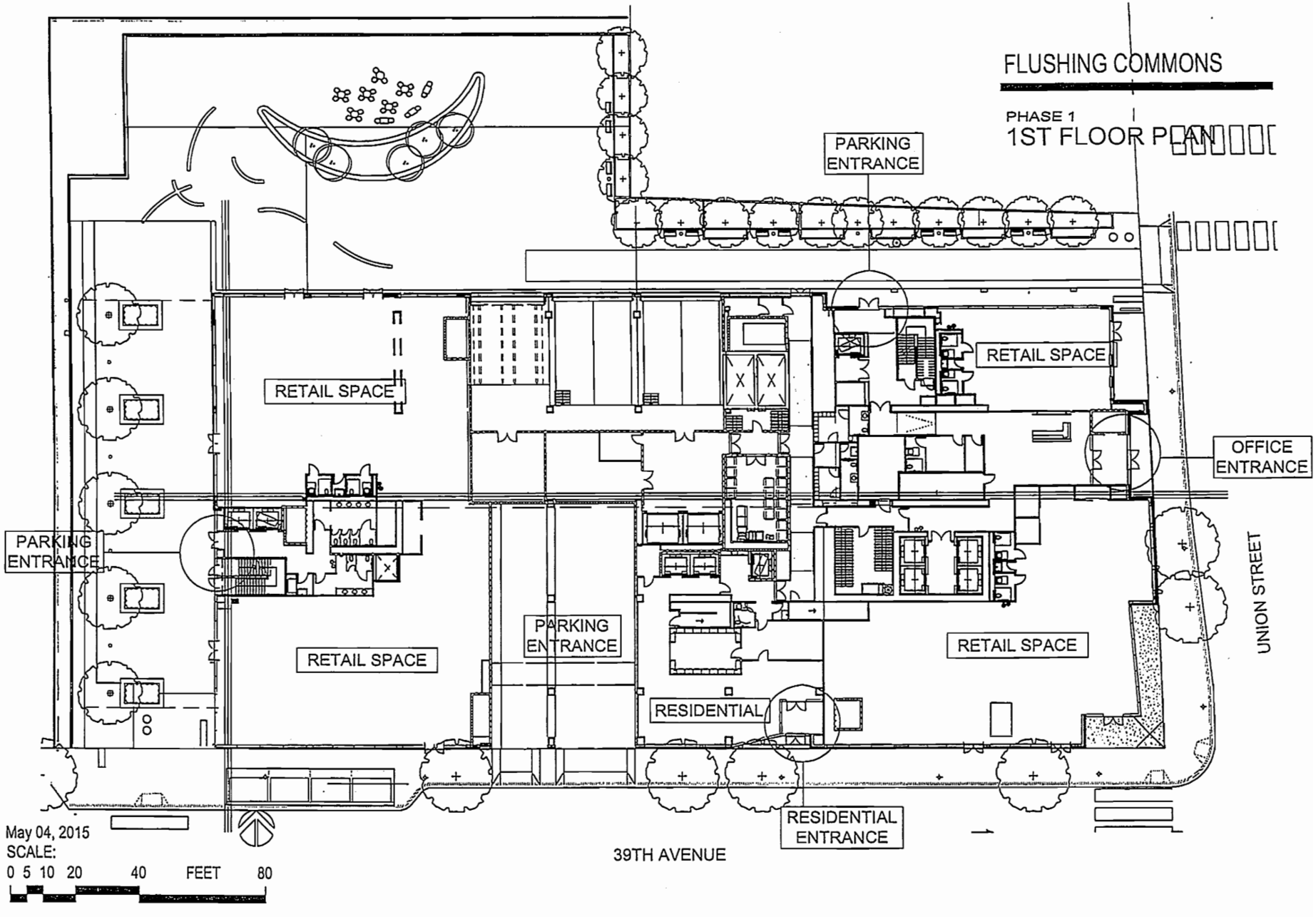


June 15, 2015

SCALE:
0 1 2 4 8 FEET 16

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

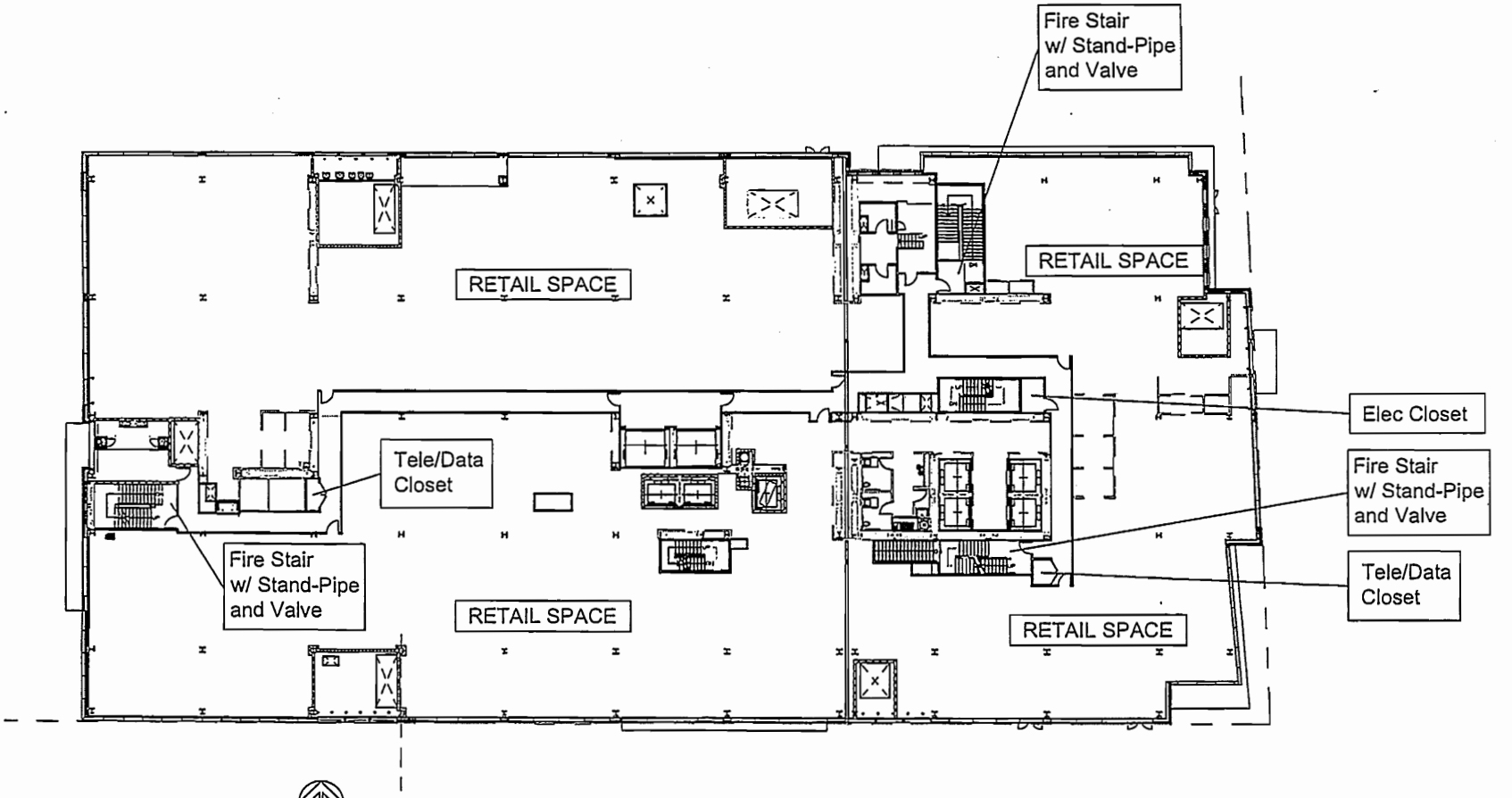




All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

PHASE 1
2ND FLOOR PLAN

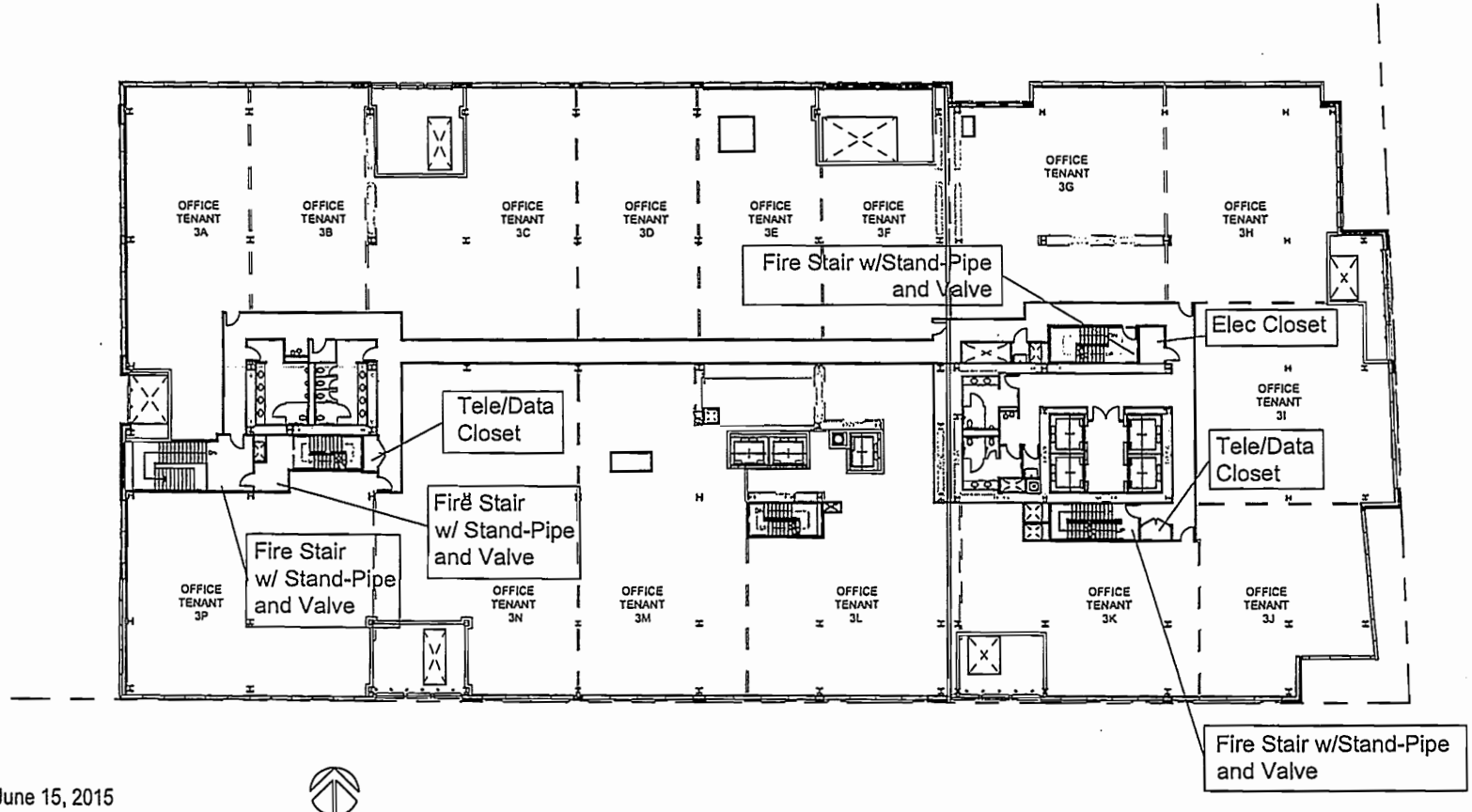


May 04, 2015
SCALE:
0 5 10 20 40 FEET 80

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

PHASE 1
3RD FLOOR PLAN
Office Part

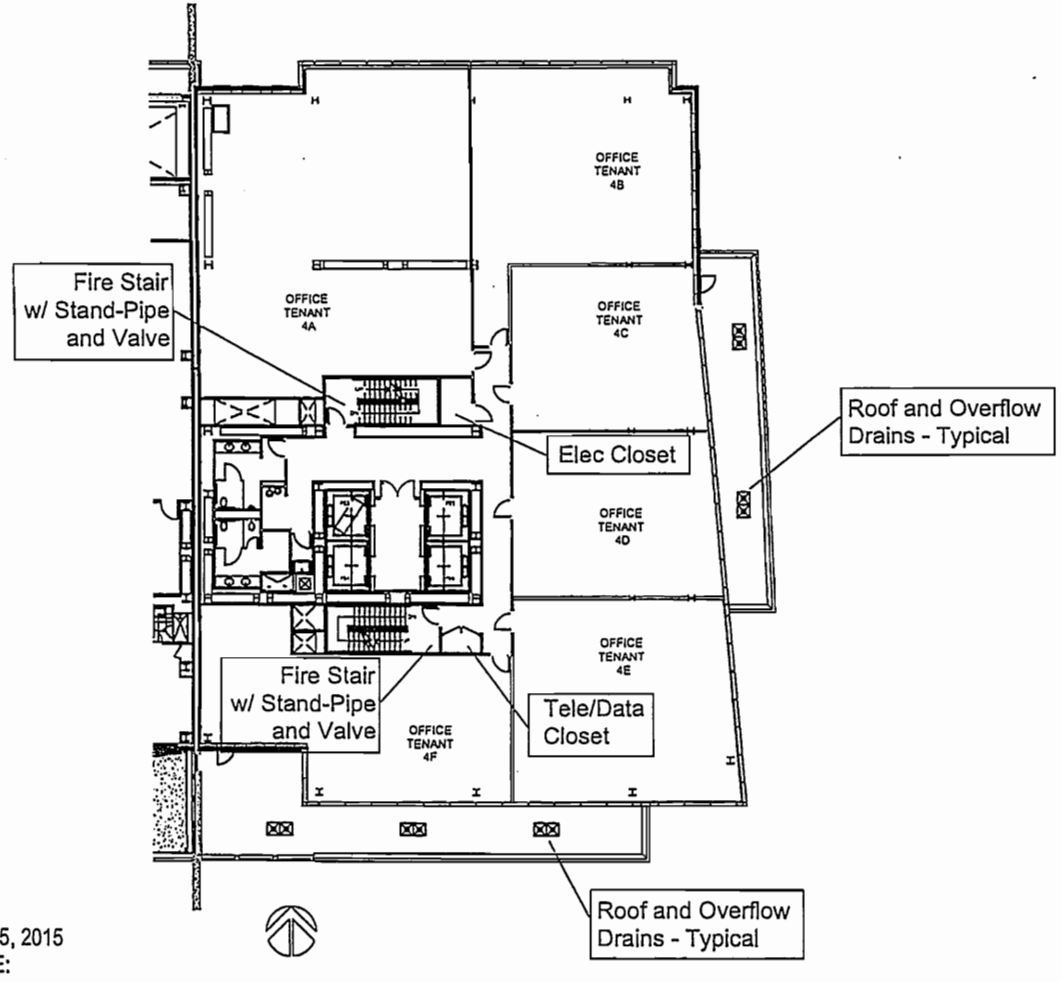


June 15, 2015
SCALE:
0 5 10 20 40 FEET 80

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

PHASE 1
4TH FLOOR PLAN
Office Part



June 15, 2015
SCALE:
0 4 8 16 32 FEET 64

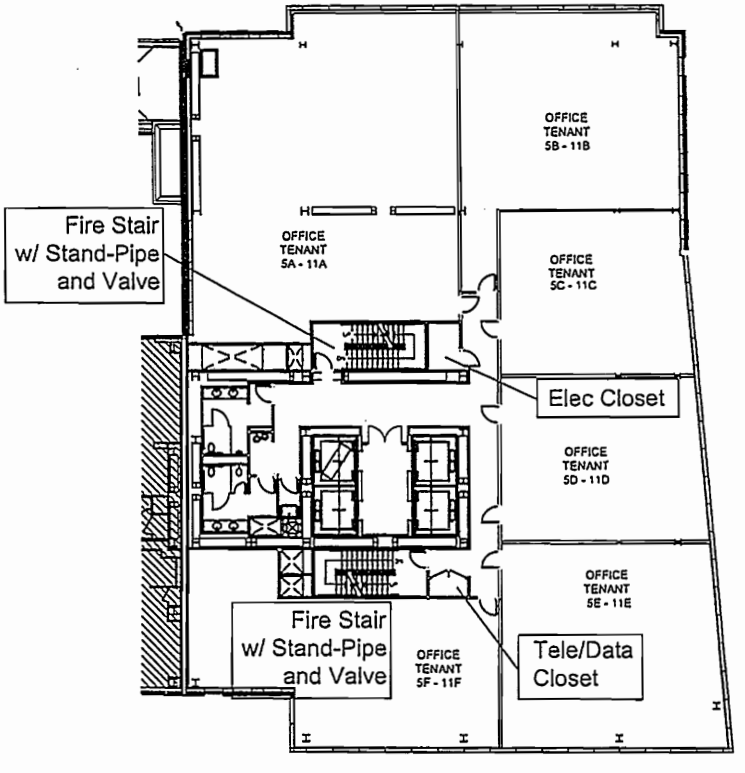
All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

PHASE 1

5TH - 11TH FLOOR PLAN

Office Part



June 15, 2015

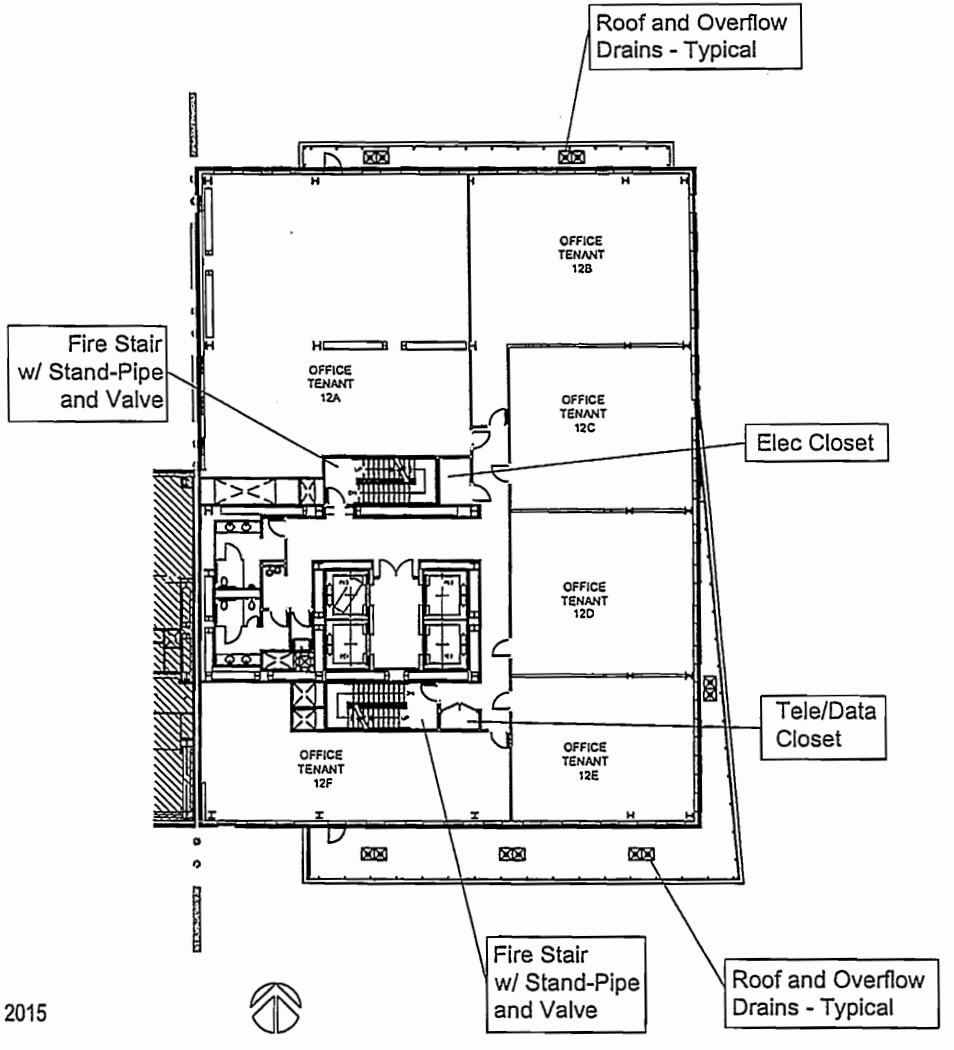
SCALE:

0 4 8 16 32 FEET 64

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

PHASE 1
12TH FLOOR PLAN
Office Part

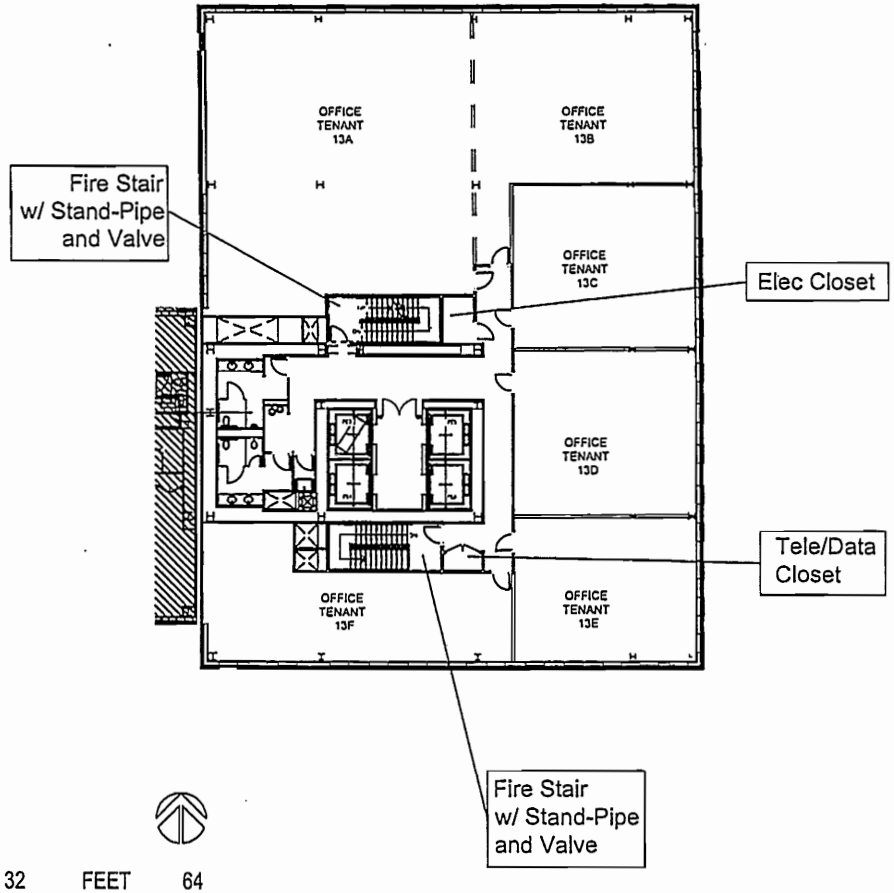


June 15, 2015
SCALE:
0 4 8 16 32 FEET 64

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

PHASE 1
13TH FLOOR PLAN
Office Part



June 15, 2015
SCALE:
0 4 8 16 32 FEET 64

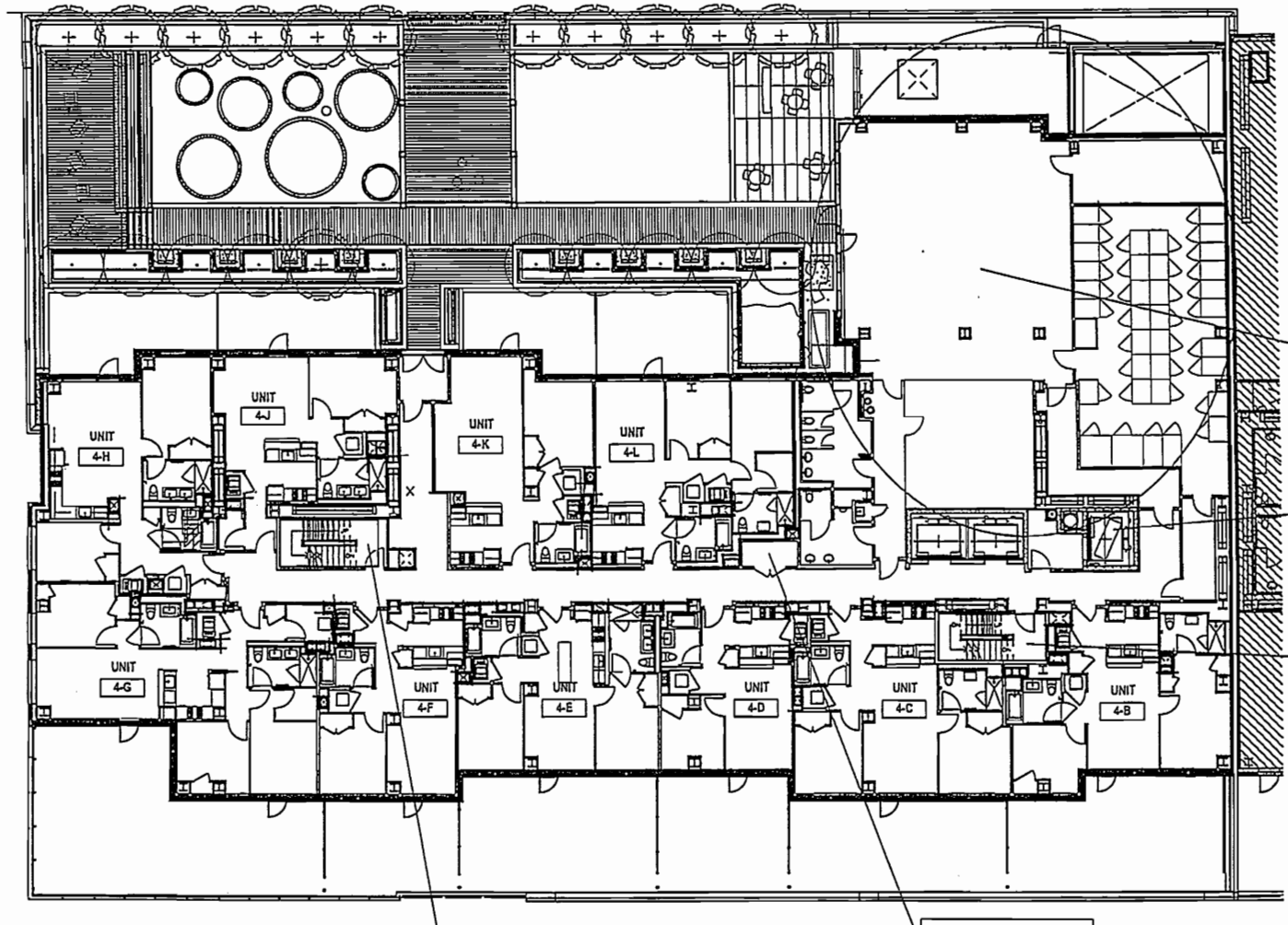
All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

PHASE 1

4TH FLOOR PLAN

Residential Part



May 04, 2015

SCALE:

0 4 8 16 32 FEET

2

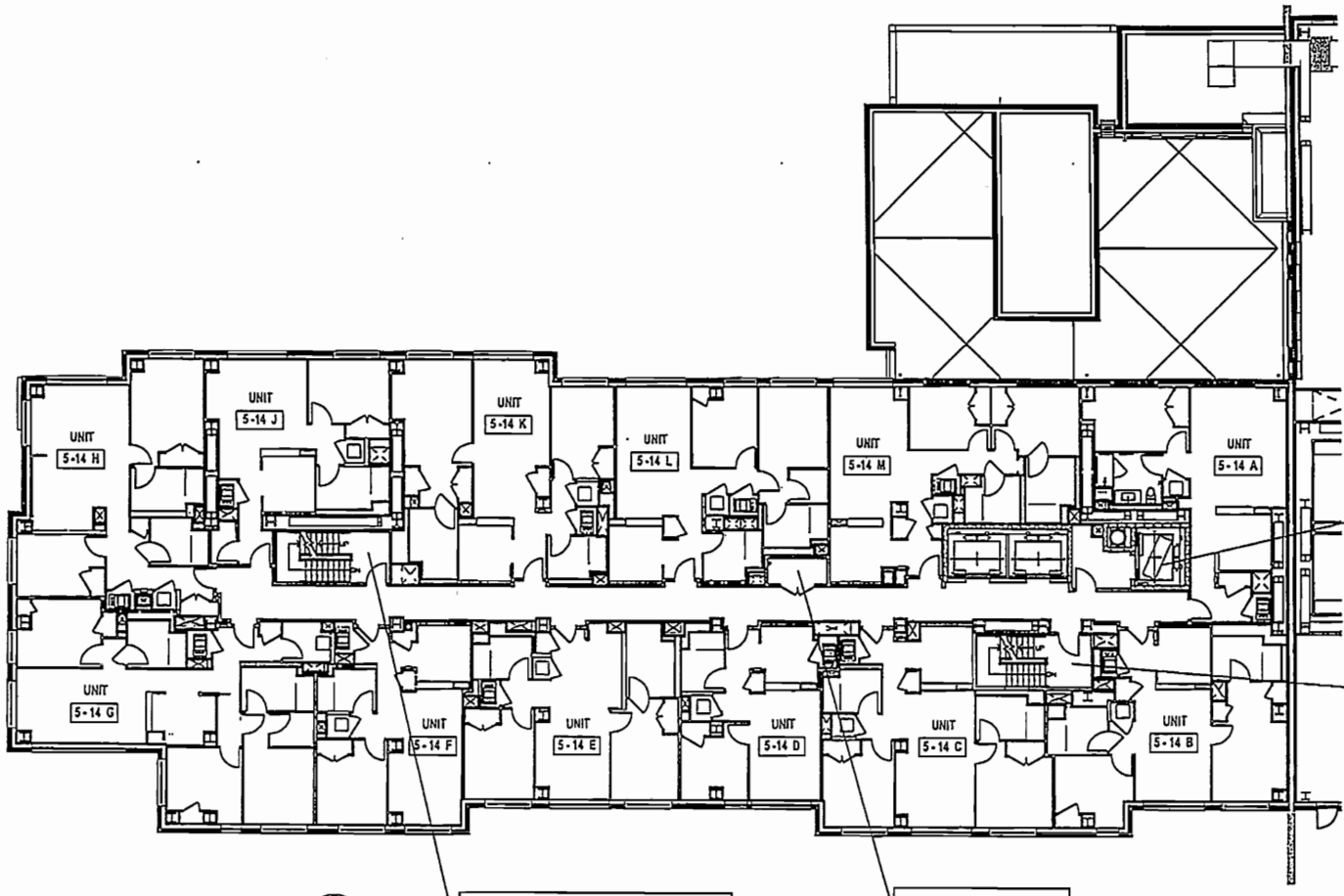
All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

PHASE 1

5~14TH FLOOR PLAN

Residential Part



May 04, 2015

SCALE:

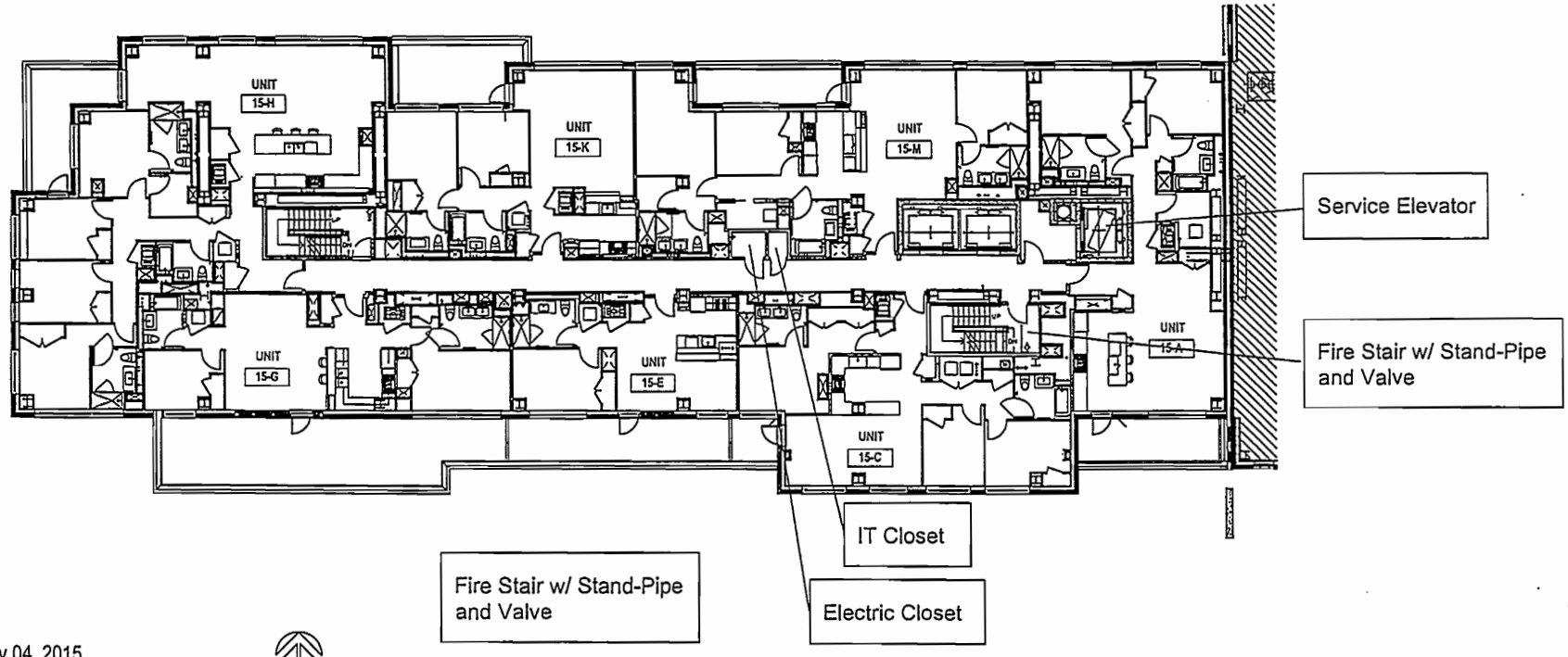
0 4 8 16 32 FEET

2

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

PHASE 1
15TH FLOOR PLAN
Residential Part



May 04, 2015

SCALE:

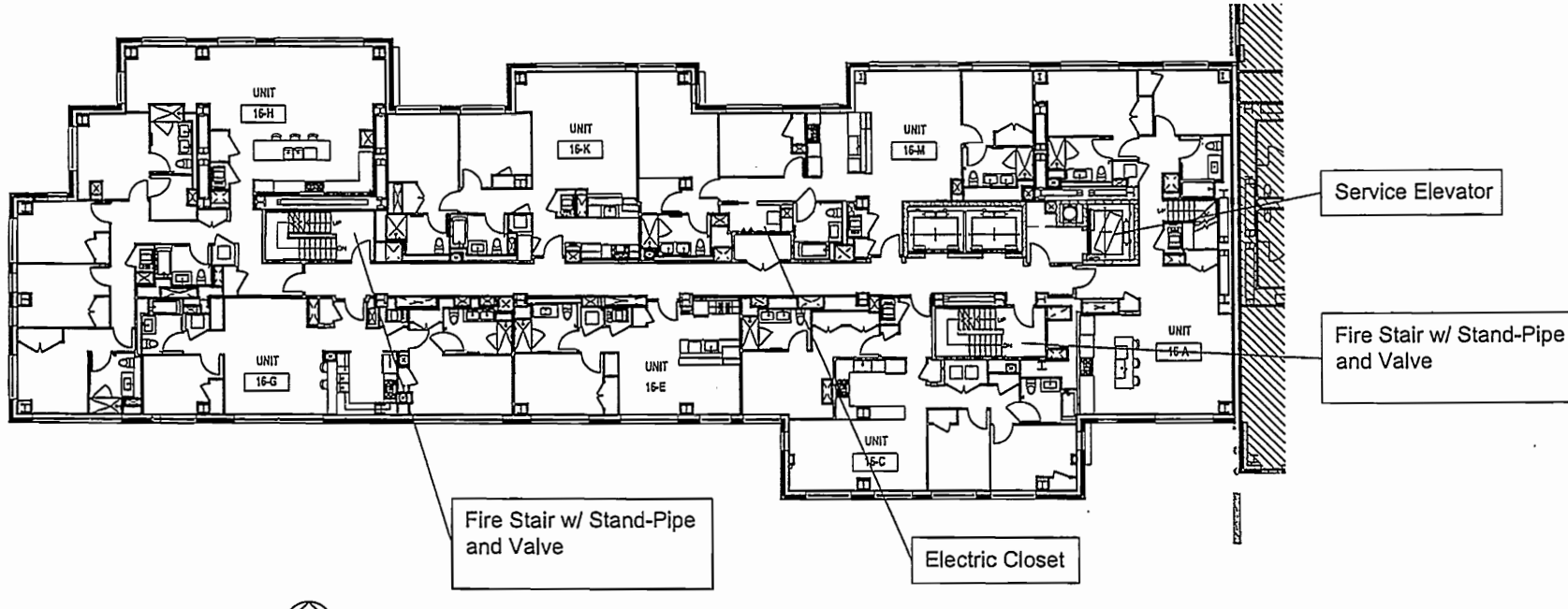
0 4 8 16 32 FEET

2

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

PHASE 1
16TH FLOOR PLAN
Residential Part



May 04, 2015

SCALE:

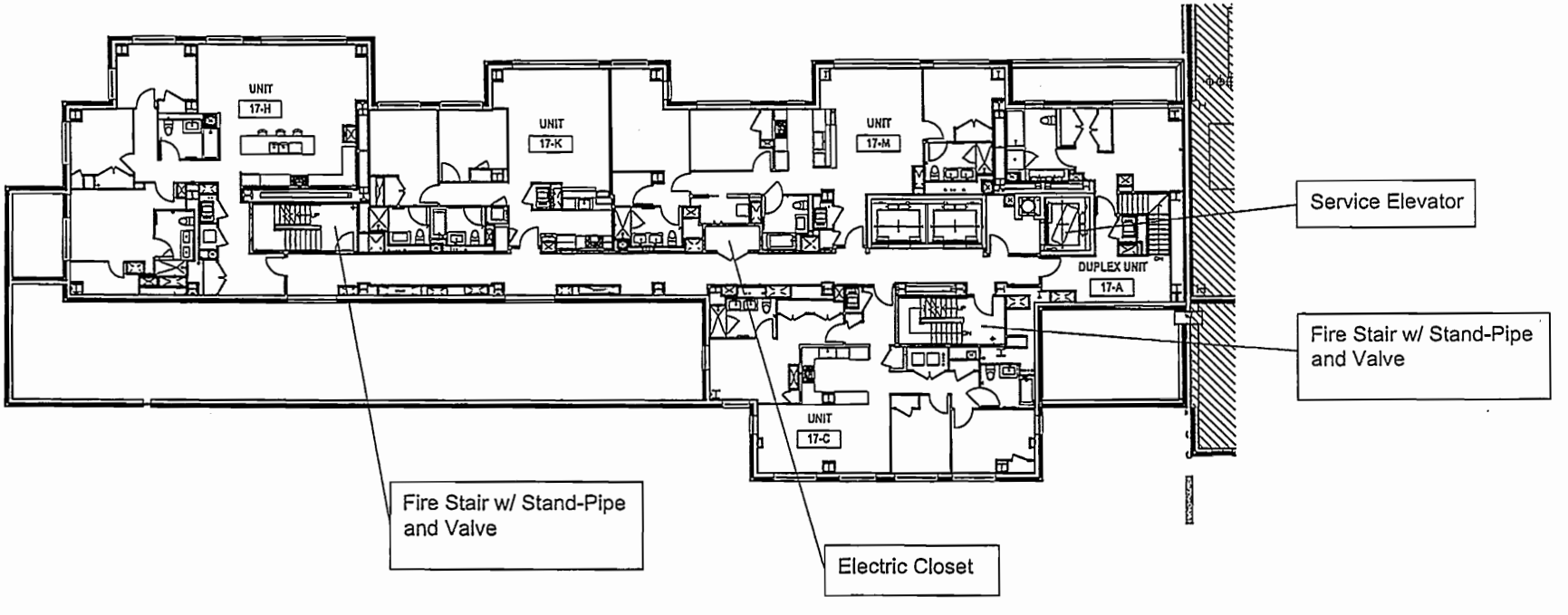
0 4 8 16 32 FEET

2

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

PHASE 1
17TH FLOOR PLAN
Residential Part



May 04, 2015

SCALE:

0 4 8 16 32 FEET

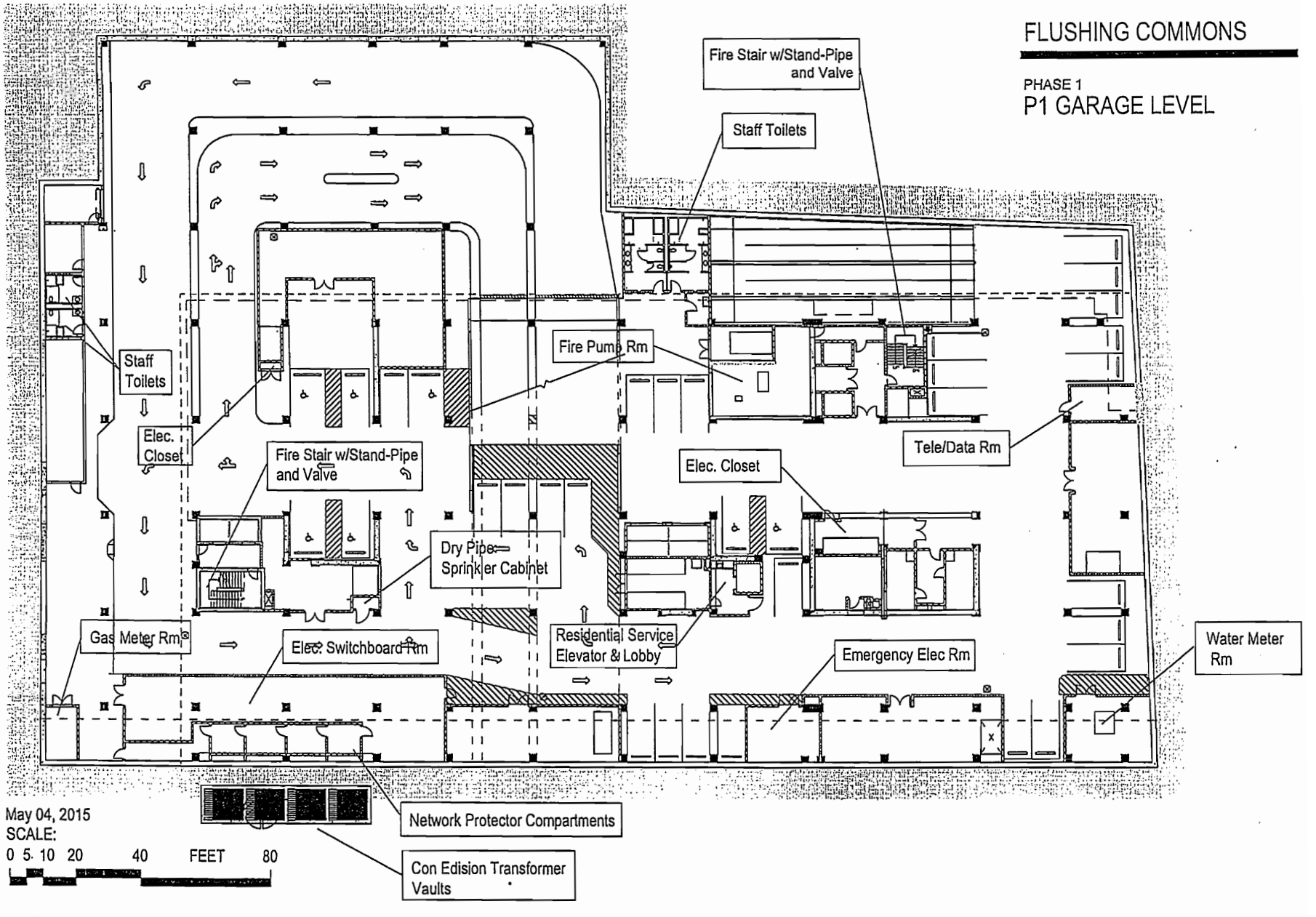
2

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

PHASE 1

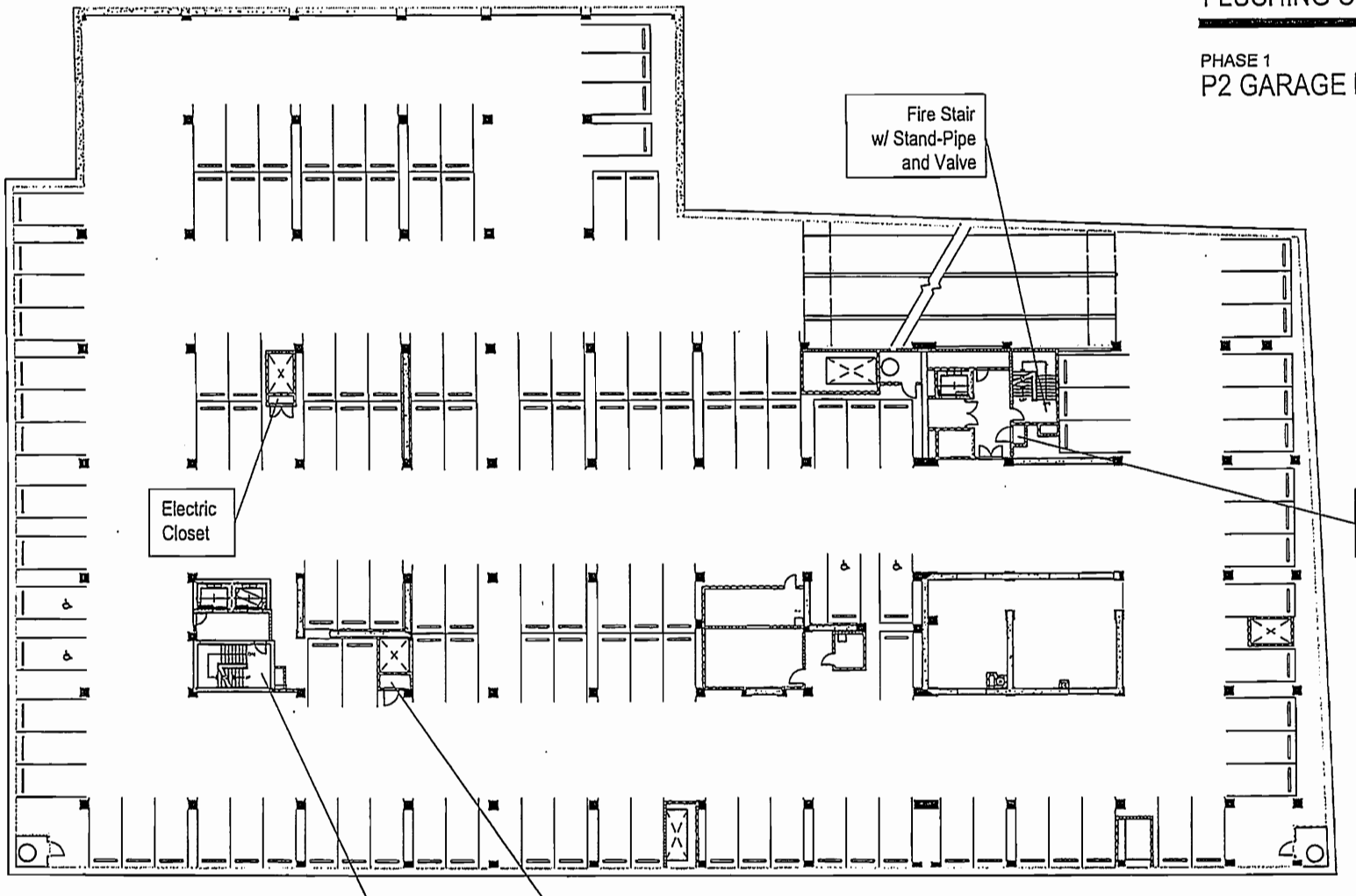
P1 GARAGE LEVEL



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

PHASE 1
P2 GARAGE LEVEL

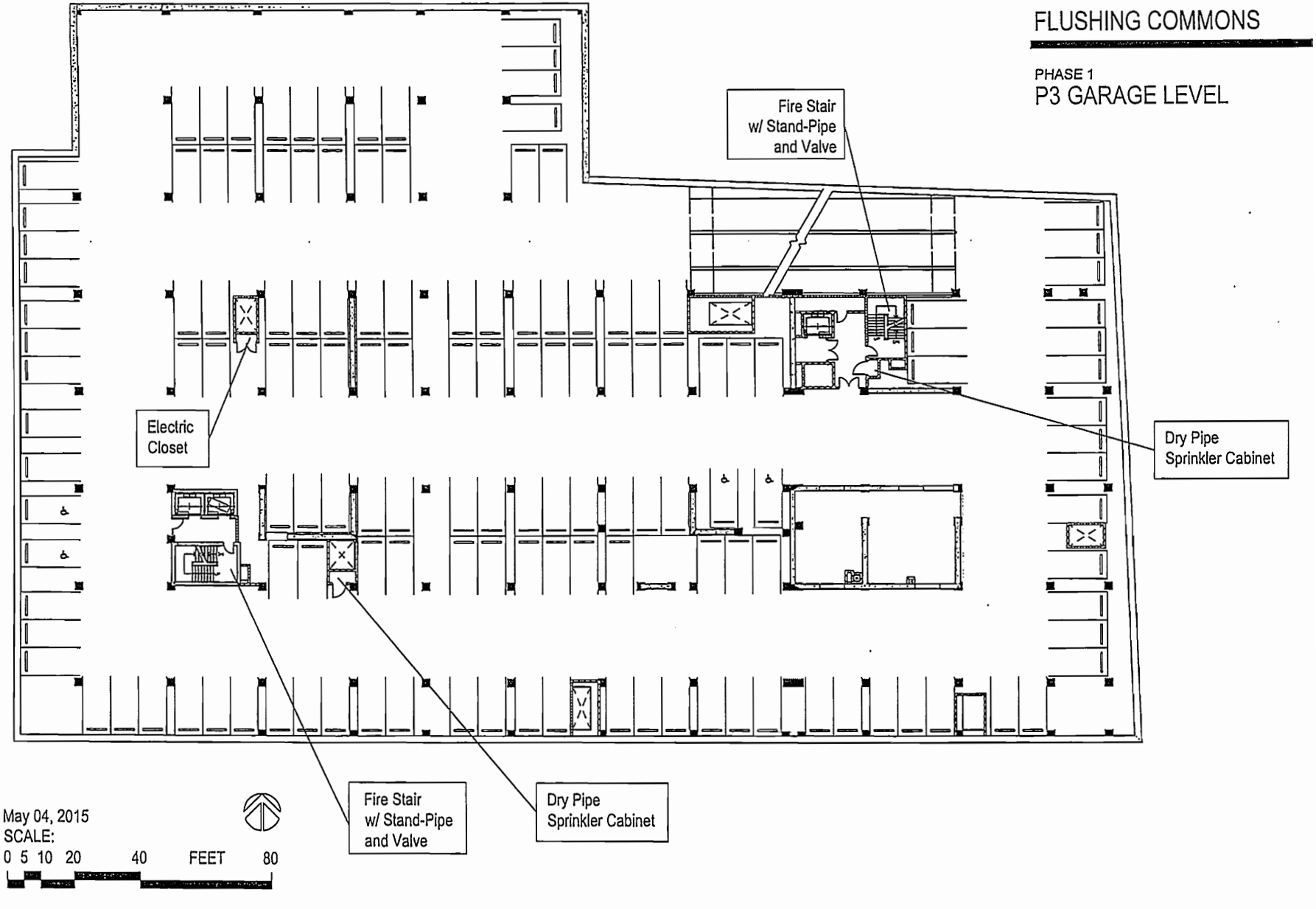


May 04, 2015
SCALE:
0 5 10 20 40 FEET 80

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

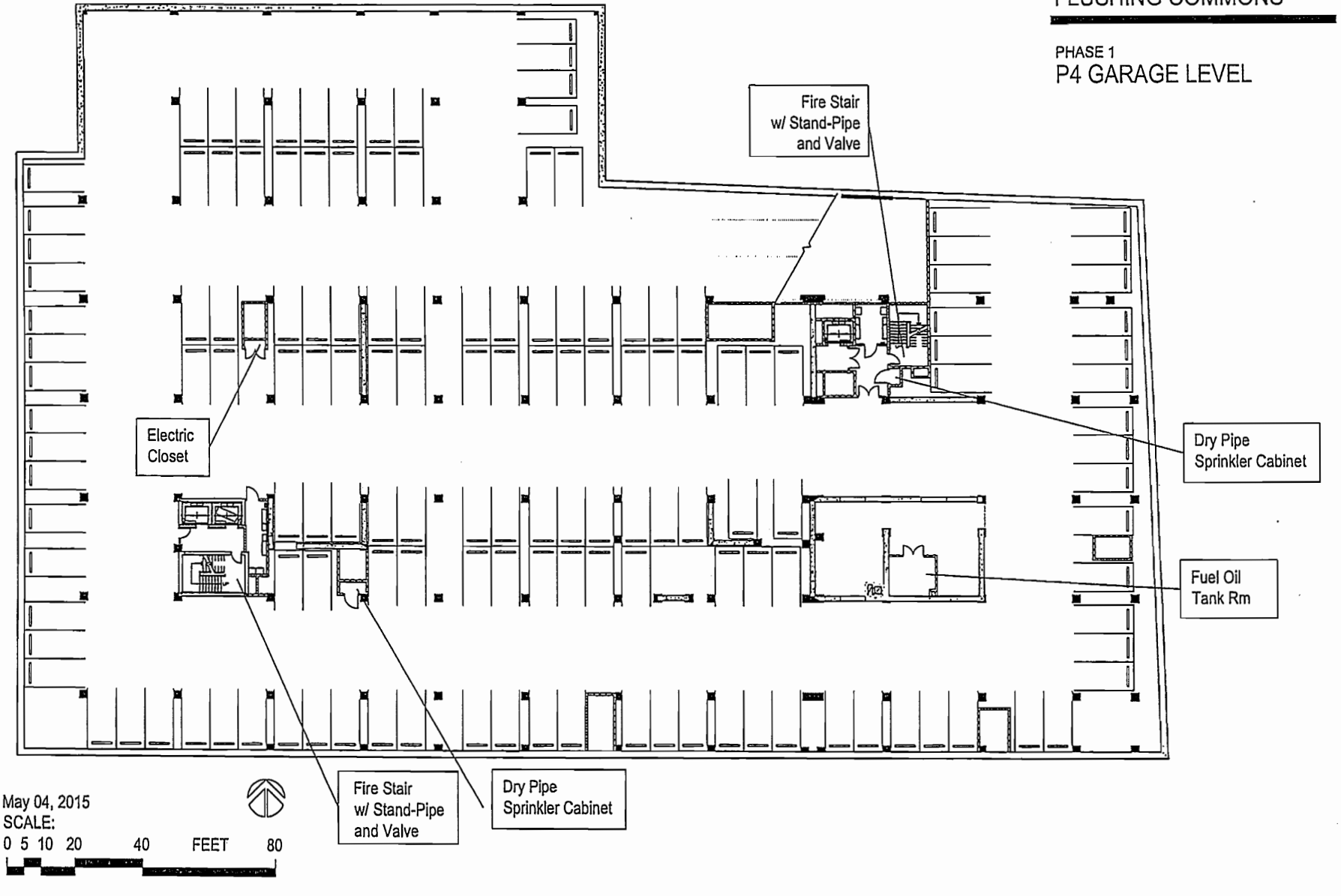
PHASE 1
P3 GARAGE LEVEL



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

PHASE 1
P4 GARAGE LEVEL



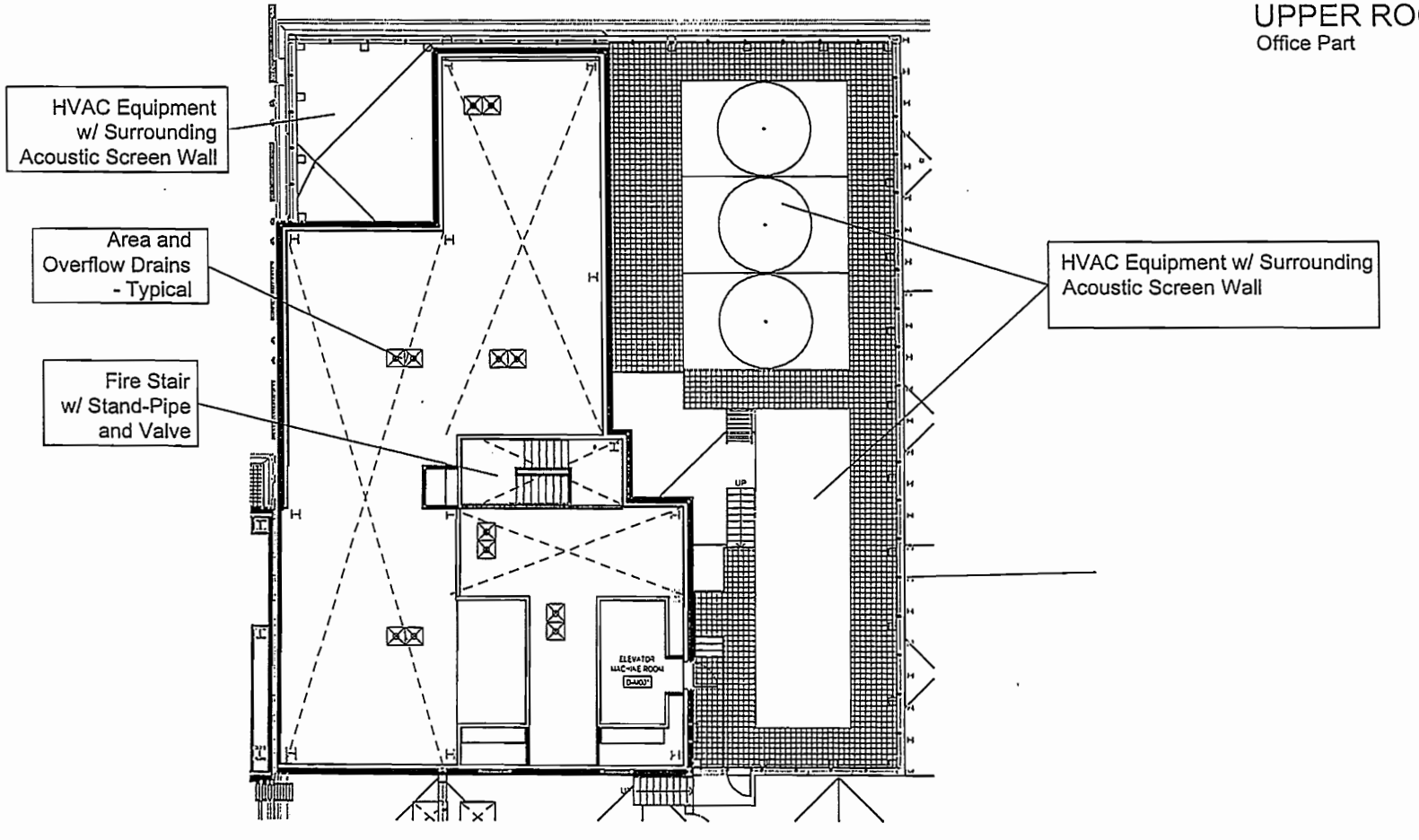
All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

PHASE 1

UPPER ROOF PLAN

Office Part



May 04, 2015

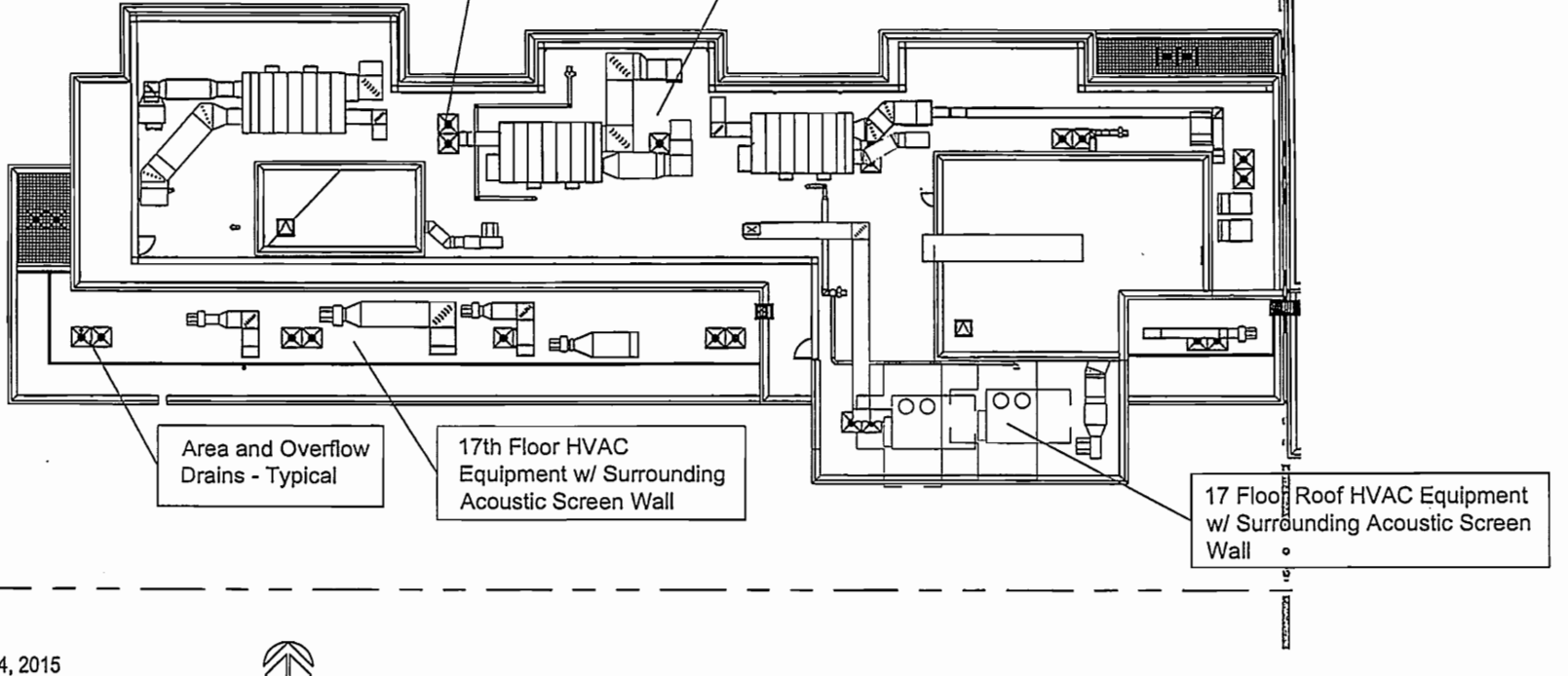
SCALE:

0 2 4 8 16 FEET 32

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

FLUSHING COMMONS

PHASE 1
RESIDENTIAL ROOF
Residential Part



May 04, 2015

SCALE:

0 4 8 16 32 FEET

2

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

EXHIBIT F

DECLARATION OF CONDOMINIUM

THIS PAGE INTENTIONALLY LEFT BLANK

DECLARATION OF CONDOMINIUM

Establishing a Plan for Condominium Ownership
of the Premises known as and by the street number

37-10 37th Avenue
Flushing, New York

Pursuant to Article 9-B of the Real Property Law of the State of New York

Name of Condominium

FLUSHING COMMONS

Declarant

FLUSHING COMMONS PROPERTY OWNER, LLC
1221 Avenue of the Americas, 17th Floor
New York, New York 10020

Date of Declaration

_____, 2015

Location of Land

The land affected by the within instrument lies in
Block ___ formerly known as Lots 25 and 40 and now known as Lots _____ – _____
on the Tax Map of the Real Property Assessment Department
of The City of New York, Borough of Queens and State of New York

RECORD AND RETURN TO

Ganfer & Shore, LLP
360 Lexington Avenue
New York, New York 10017
Attention: Matthew Leeds, Esq.

TABLE OF CONTENTS

PAGE

ARTICLE 1 – SUBMISSION OF THE PROPERTY..... 1

ARTICLE 2 – THE LAND..... 1

ARTICLE 3 – THE PROPERTY 2

ARTICLE 4 – THE BUILDING..... 3

ARTICLE 5 – THE UNITS..... 3

ARTICLE 6 – DIMENSIONS OF UNITS..... 4

ARTICLE 7 – COMMON ELEMENTS..... 5

ARTICLE 8 – LIMITED COMMON ELEMENTS 5

ARTICLE 9 – NAME OF CONDOMINIUM..... 6

ARTICLE 10 – USE OF THE UNITS..... 7

ARTICLE 11 – USE OF THE COMMON ELEMENTS 8

ARTICLE 12 – CHANGES IN THE RESIDENTIAL SECTION AND THE OFFICE SECTION..... 8

ARTICLE 13 – CHANGES BY THE RETAIL UNIT OWNER AND THE PARKING UNIT OWNER..... 8

ARTICLE 14 – PERSON TO RECEIVE SERVICE..... 8

ARTICLE 15 – DETERMINATION OF PERCENTAGE OF COMMON INTEREST IN THE COMMON ELEMENTS..... 9

ARTICLE 16 – ENCROACHMENTS..... 11

ARTICLE 17 – FACILITIES AND ALL OTHER COMMON ELEMENTS. 12

ARTICLE 18 – EASEMENTS..... 12

ARTICLE 19 – POWER OF ATTORNEY TO THE BOARDS..... 13

ARTICLE 20 – ACQUISITIONS OF UNITS BY THE BOARDS..... 15

ARTICLE 21 – COVENANTS RUNNING WITH THE LAND..... 15

ARTICLE 22 – AMENDMENTS OF DECLARATION..... 15

ARTICLE 23 – TERMINATION OF CONDOMINIUM..... 16

ARTICLE 24 – WAIVER..... 16

ARTICLE 25 – CAPTIONS..... 16

ARTICLE 26 – CERTAIN REFERENCES..... 17

ARTICLE 27 – SEVERABILITY.....

ARTICLE 28 – COVENANT OF FURTHER ASSURANCES.....

ARTICLE 29 – SUCCESSORS AND ASSIGNS.....

SCHEDULES

Schedule A – Description of the Land

Schedule B-1 – Description of Residential Units

Schedule B-2 – Description of Office Units

Schedule B-3 – Description of Retail Unit

Schedule B-4 – Description of Parking Unit

EXHIBITS

Exhibit A – Condominium By-Laws (the "Master By-Laws")

Exhibit B – Residential Section By-Laws (the "Residential By-Laws")

Exhibit C – Office Section By-Laws (the "Office By-Laws")

Exhibit D - Definitions

Exhibit E- Alteration Obligations

DECLARATION

OF

FLUSHING COMMONS

(Pursuant to Article 9-B of the Real Property Law
of the State of New York)

FLUSHING COMMONS PROPERTY OWNER, LLC, a Delaware limited liability company, having an office at 1221 Avenue of the Americas, 17th Floor, New York, New York 10020 ("**Declarant**"), does hereby declare as follows:

ARTICLE 1

SUBMISSION OF THE PROPERTY

1.1 Submission of Property. Declarant hereby submits the Land and the 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, including without limitation, any development rights, intended for use in connection therewith (collectively, the "**Property**"), to the provisions of Article 9-B of the Real Property Law of the State of New York (as the same may be amended from time to time, the "**New York Condominium Act**") and pursuant thereto does hereby establish a condominium to be known (subject to the provisions of this Declaration) as "Flushing Commons" (the "**Condominium**").

1.2 The Condominium. The Condominium shall consist of (a) the General Common Elements (as described in Article 7.1 below); (b) the Residential Units, the Residential Common Elements, and the Residential Limited Common Elements (collectively, "**the Residential Section**"); (c) the Office Units and the Office Common Elements (collectively, "**the Office Section**"); (d) the Retail Section, including the Retail Unit (or in the case of subdivision of the Retail Unit, the Retail Units) and the Retail Common Elements (collectively, "**the Retail Section**"); and (e) the Parking Unit.

1.2.1 The Residential Section, the Office Section, the Retail Section and the Parking Unit are sometimes referred to herein individually as a "**Section**," and collectively as the "**Sections**."

1.2.2 Declarant entered into a Declaration of General Large Scale Development, dated as of December 30, 2013 and recorded on January 14, 2014 as CRFN 201400017007 (the "GLSD") in the Office of the Register of the City of New York, Queens County (the "Clerk's Office"), which, among other things, requires that Declarant (or its designee) (i) construct, maintain, repair and operate a publicly accessible open space (the "Open Space") and (ii) form a property owners' association ("POA"), which POA shall be responsible for maintaining, repairing and operating the Open Space as required under the GLSD.

1.2.3 Portions of the Open Space will be developed on Lot 40 and Lot 25. The development of Lot 40 is referred to as Phase I in the Plan. The development of Lot 25 is referred to as Phase II in the Plan. As further described in the Plan, Phase I shall include a landscaped outdoor public park area of approximately 25,796 square feet off of 39th Avenue adjacent to the west and north side of the Building (the "Public Park"). In the event Phase II is completed, the total area of Open Space will be approximately 85,427 square feet and will include the approximate 25,796 square feet of the Public Park.

1.2.4 In accordance with the terms of the GLSD, the applicable boards of Phase I and Phase II will agree that the Open Space will be maintained, repaired and operated pursuant to the terms of the Declaration Establishing Property Owners' Association and of Covenants, Conditions, Easements and Restrictions (the "POA Declaration"). In accordance with the POA Declaration, the costs associated with the maintenance, repair and operation of the Open Space (the "POA Charges") shall be allocated to Phase I in an amount equal to the gross square footage of Phase I (i.e. the sum of the gross square footage of all Office, Retail, Residential space and any other type of space constructed in Phase I, but in all cases excluding the Open Space and any parking garages, surface parking or parking deck located in Phase I) relative to the gross square footage of Phase I and Phase II in the aggregate (i.e., the sum of the gross square footage of all office, retail and residential space and any other type of space constructed in Phase I and Phase II, but in all cases excluding the Open Space and any parking garages, surface parking or parking deck located in Phase I and/or Phase II.) Notwithstanding the foregoing, the POA Board, in its discretion, will separately allocate waterproofing and slab charges.

1.2.5 The Master Board of each Phase shall be responsible to the POA for the amount assessed by the POA with respect to its Condominium, irrespective of whether any Unit Owner pays or fails to pay its common charges, including any costs the POA incurs in connection with the collection of any unpaid amounts from such Master Board. The POA Charges shall be (i) included in the Master Common Charges, and (ii) collectible and recoverable in the same manner as any other Common Charges due and payable by any Unit Owner. A projected budget for the POA (Schedule C) is included in the Plan.

1.2.6 The POA will be managed by a board of managers (the "POA Board"), consisting initially of two (2) members (the "POA Board Members"). One (1) POA Board Member will be appointed by the Master Board of the Condominium and one POA Board Member shall be appointed by the applicable Phase II board, each of whom must also be members of the designating Board, respectively. Each POA Board Member appointed by a Board (or owner) shall be entitled to cast a percentage of the votes in a meeting of the POA Board equal to the quotient, expressed as a percentage, of (x) the POA Share allocated to such Board (or owner) having appointed such POA Board Member at such time divided by (y) the aggregate POA Shares allocated to all Boards (or owners) having appointed a POA Board Member who is serving on the POA Board at such time. For so long as Declarant (or its designee) controls the Master Board, Declarant (or its designee) shall also retain the right to designate the POA Board Member on behalf of Phase I. Purchasers are advised that there is a possibility that the period of Declarant control may never end.

1.2.7 The Phase II construction is expected to include an additional area of open-air plaza. Once completed, the area of the open-air public plaza is expected be approximately 85,427 square feet ("Open Space") and will include the area of the Public Park described in the Plan. Notwithstanding the foregoing, Declarant makes no representation or guarantee that Phase II construction shall be carried out, or carried out to the extent described in the Plan. Furthermore, Declarant is under no obligation to carry out Phase II or to make any changes to Phase I based upon Phase II construction. In the event Phase II never gets developed, then the landscaped "Public Park" of approximately 25,796 square feet off of 39th Avenue adjacent to the west and north side of the Building shall be the only public park area of the development. The cost to maintain, repair and operate the reduced Open Space shall be (i) included in the Master Common charges as the same may be determined from time to time by the Master Board, and (ii) borne solely by the Condominium. In the event Phase II is implemented, the methods of allocating the expenses allocated to the Open Space may be subject to change.

1.2.8 In addition to the GLSD, Declarant entered into (i) a Restrictive Declaration – Parking ("Parking Restrictive Declaration"), dated as of December 30, 2013 and recorded on January 14, 2014 as CRFN 201400017009 in the "Clerk's Office" which discusses parking restrictions; and (ii) a Department of Environmental Protection Declaration, dated as of December 30, 2013 and recorded on January 14, 2014 as CRFN 201400017008 in the Clerk's Office which discusses environmental restrictions.

1.3 The By-Laws.

1.3.1 The Master By-Laws. Annexed to this Declaration as Exhibit A and made a part hereof are the by-laws of the Condominium (the "**Master By-Laws**"), pursuant to which the Board of Managers of the Condominium (the "**Master Board**") shall govern the operation and affairs of the General Common Elements, the use and occupancy of the Retail Section, the use and occupancy of the Parking Unit, and the interaction and relationship of the Sections with each other (together with, but subject and subordinate to, this Declaration).

1.3.2 The Residential By-Laws. Annexed to this Declaration as Exhibit B and made a part hereof are the by-laws of the Residential Section (the "**Residential By-Laws**"), pursuant to which the Board of Managers of the Residential Section (the "**Residential Board**") shall govern the general operations of, and the use and occupancy of, the Residential Section from and after the first conveyance of title to a Residential Unit by Declarant (together with, but subject and subordinate to, this Declaration and the Master By-Laws).

1.3.3 The Office By-Laws. Annexed to this Declaration as Exhibit C and made a part hereof are the by-laws of the Office Section (the "**Office By-Laws**"), pursuant to which the Board of Managers of the Office Section (the "**Office Board**") shall govern the general operations of, and the use and occupancy of, the Office Section from and after the first conveyance of title to an Office Unit by Declarant (together with, but subject and subordinate to, this Declaration and the Master By-Laws).

1.4 Defined Terms. All capitalized terms used but which are not separately defined in this Declaration shall have the meanings given to such terms in the Master By-Laws, the Residential By-Laws or the Office By-Laws.

1.5 Conflicting Provisions. In the event of a conflict between: (i) the terms and provisions of this Declaration, on the one hand, and the terms and provisions of any of the Master By-Laws, the Residential By-Laws or the Office By-Laws, on the other hand, the terms of this Declaration shall in all events govern; and (ii) the terms and provisions of the Master By-Laws, on the one hand, and the terms and provisions of the Residential By-Laws and/or the Office By-Laws, on the other hand, the terms of the Master By-Laws shall in all events govern.

ARTICLE 2

THE LAND

Included in the Property described in Article 1 is all that certain tract, plot, piece and parcel of land described in Schedule A annexed hereto and made a part hereof (the "**Land**"), situate, lying and being in the County of Queens, City and State of New York. The Land is owned, as of the date hereof, by Declarant in fee simple absolute and has an area of approximately 67,815 square feet.

ARTICLE 3

THE PROPERTY

3.1 General. Included in the Property described in Article 1 are a residential tower (the "**Residential Tower**") and an office tower (the "**Office Tower**"), which are built upon a combined base (the "**Base**") (the Base, the Residential Tower and the Office Tower shall collectively be referred to herein as the "**Building**"), containing, in addition to the General Common Elements (hereinafter described):

3.1.1 The Residential Section. The Residential Section includes:

(a) 148 residential units (each a "**Residential Unit**" and, collectively, the "**Residential Units**") designated as "Residential - Tax Lot Nos. ____-_____" on the Floor Plans and located on portions of Floors 4 through 17 of the Residential Tower;

(b) the Common Elements of the Residential Section (the "**Residential Common Elements**"), which are those portions or areas of the Building that exclusively serve or benefit the Residential Units, which are designated "Residential Common Elements" on the Floor Plans (the Residential Common Elements are more fully described in Article 7.2 below); and

(c) the Limited Common Elements of the Residential Section (the "**Residential Limited Common Elements**"), which are those portions or areas of the Residential

Section that exclusively serve or benefit an individual Residential Unit to which such portions or areas are adjacent and appurtenant, to the exclusion of all other Units in the Building, including, without limitation, terraces located adjacent to certain Residential Units in the Building, each of which is designated a "Residential Limited Common Element" on the Floor Plans (the Residential Limited Common Elements are more fully described in Article 8 below).

(d) The owner of an individual Residential Unit is sometimes referred to herein as a "**Residential Unit Owner**." The owners of all Residential Units are sometimes referred to herein collectively as the "**Residential Unit Owners**."

(e) The Residential Section excludes any General Common Elements and any or all of each of the Office Section, the Retail Section or the Parking Unit, which areas of the Building are sometimes referred to herein as the "**Non-Residential Area**."

3.1.2 The Office Section. The Office Section includes:

(a) 75 office units (each an "**Office Unit**" and collectively, the "**Office Units**") designated as "Office – Tax Lot Nos. ____-____" on the Floor Plans and located on the third floor of the Base and on Floors 4 through 13 of the Office Tower; and

(b) the Common Elements of the Office Section (the "**Office Common Elements**"), which are those portions or areas of the Building that exclusively serve or benefit the Office Units, which are designated "Office Common Elements" on the Floor Plans (the Office Common Elements are more fully described in Article 7.3 below).

(c) The owner of an individual Office Unit is sometimes referred to herein as an "**Office Unit Owner**." The owners of all Office Units are sometimes referred to herein collectively as the "**Office Unit Owners**."

(d) The Office Section excludes any General Common Elements and any or all of each of the Residential Section, the Retail Section or the Parking Unit, which areas of the Building are sometimes referred to herein as the "**Non-Office Area**."

3.1.3 The Retail Section. The Retail Section includes:

(a) a single retail unit designated as the "**Retail Unit**" comprised of the areas designated as "Retail – Tax Lot No. ____" on the Floor Plans and located on portions of the first and second floors of the Base (which includes a loading/receiving area (the "Loading Dock") located on the ground floor); and

(b) the Common Elements of the Retail Section (the "**Retail Common Elements**"), which are those portions or areas of the Building that exclusively serve or benefit the Retail Unit, which are designated "Retail Common Elements" on the Floor Plans (the Retail Common Elements are more fully described in Article 7.4 below).

(c) In the event that the Retail Unit is subdivided, those portions of the Building, if any, available for use by a Retail Unit Owner to the exclusion of all other Retail Unit Owners shall be considered a "**Retail Limited Common Element**". The cost of maintaining and operating these Retail Limited Common Elements shall be borne by the respective Retail Unit Owner(s) having exclusive access thereto or exclusively utilizing or benefiting from the same.

(d) The owner of an individual Retail Unit is sometimes referred to herein as a "**Retail Unit Owner**." In the event there is more than one Retail Unit, the owners of all Retail Units may sometimes be referred to herein collectively as the "**Retail Unit Owners**."

(e) The Retail Section excludes any General Common Elements and any or all of each of the Residential Section, the Office Section or the Parking Unit, which areas of the Building are sometimes referred to herein as the "**Non-Retail Area**."

3.1.4 The Parking Unit.

The Parking Unit will be one Unit designated as the "**Parking Unit**" comprised of the areas designated as "Parking – Tax Lot No. _____" on the Floor Plans and located on portions of below-grade floors P1, P2, P3 and P4 of the Building (except to the extent any space on said floors is incorporated into any General Common Element, Residential Common Element, Office Common Element or Retail Common Element) through the underside of the Parking Slab. During Phase I, the Parking Unit will have the ability to accommodate approximately 982 vehicles. The quantity of required parking spaces for each Section of the Condominium is based on zoning requirements as noted in sections 36-21 and 36-33, chapter 6 of the Zoning Resolution of the City of New York. Section 36-33 provides that the minimum number of parking spaces allocated to the Residential Section must be equivalent to one-half (50%) of the total Residential Units in the Building. As such, one-half of the 148 Residential Units requires a minimum of seventy four (74) Residential spaces. Section 36-21 provides that the minimum number of Non-Residential parking spaces must be equivalent to one parking space per 1,000 square feet of the Office and Retail floor area. The approximate 224,174 gross square feet of the Building's Retail and Office Sections require a minimum of 224 Non-Residential parking spaces. While no representation or guarantee is provided by Declarant regarding the availability of parking spaces, it is expected that sufficient Residential parking spaces will be available so that each Residential Unit in the Building will be able to park a vehicle in the Parking Unit. The Parking Unit shall include: (i) the garage exhausts located on Floors 1 through 4 exclusively benefiting or serving the Parking Unit; (ii) any mechanical or electric equipment located on Floors 1-4; (iii) windows, if any, doors, ramps and exterior walls of the Building that are exclusively used for the benefit of the Parking Unit; (iv) any doors providing access between the Parking Unit and the Common Elements; (v) the portion of the sprinkler system wholly contained within the Parking Unit, including fittings, valves, sprinkler heads, and piping; (vi) any and all installations inside the Parking Unit or outside the Unit but which serve only the Parking Unit for services such as heat, power, light, telephone, and water (including all pipes, ducts, valves, wires, cables, chutes, and conduits used in connection therewith); (vii) the interior stairs connecting the adjoining floors within the Parking Unit; and (viii) all other Facilities in the Building which exclusively serve or benefit the Parking Unit, which are designated "Parking Unit" on the Floor Plans.

(a) The owner of the Parking Unit is referred to herein as the "**Parking Unit Owner**." In the event there is more than one Parking Unit, the owners of all Parking Units may sometimes be referred to herein collectively as the "**Parking Unit Owners**."

(b) In the event that the Parking Unit is subdivided, those portions of the Building, if any, available for use by a Parking Unit Owner to the exclusion of all other Parking Unit Owners shall be considered a "**Parking Limited Common Element**". The cost of maintaining and operating these Parking Limited Common Elements shall be borne by the respective Parking Unit Owner(s) having exclusive access thereto or exclusively utilizing or benefiting from the same.

(c) The Parking Unit excludes any General Common Elements and any or all of each of the Residential Section, the Office Section or the Retail Section, which areas of the Building are sometimes referred to herein as "**Non-Parking Area**."

3.2 Street Addresses.

(a) The overall street address of the Condominium is 37-10 37th Avenue, Flushing, New York 11354,

(b) The address of the Residential Section shall be 138-35 39th Avenue, Flushing, New York 11354, and

(c) The address of the Office Section shall be 38-18 Union Street, Flushing, New York 11354.

ARTICLE 4

THE BUILDING

4.1 Included in the Property described in Article 1 is the (a) Land, (b) the Base, (c) the Residential Tower, (d) the Office Tower, and (e) the Public Park.

4.2 The Base consists of (a) four below grade levels (P4, P3, P2 and P1) which will comprise the Parking Unit, (b) a first floor plaza level which includes a portion of the Retail Unit, back of house services, a Loading Dock, a refuse collection/removal area and lobby entrances for the Residential Units and Office Units, (c) a second floor level which includes a portion of the Retail Unit, and (c) a third floor level which includes fifteen (15) Office Units.

4.3 The Residential Tower begins at the fourth floor above the Base and consists of (a) fourth floor level which includes a community room, exercise facility, lounge area, dining area and pantry, a separate storage area with thirty-five (35) double-tier storage bins, and an open air rooftop outdoor landscaped area adjacent to and accessed by an interior corridor from the community room, and (b) fourteen (14) floors with a total of one hundred forty-eight (148) Residential Units.

4.4 The Office Tower begins at the fourth floor above the Base and consists of ten (10) floors with sixty (60) Office Units. The Office Section consists of a total of seventy-five (75) Office Units (including the fifteen (15) Office Units located on the third floor level of the Base).

4.5 The Building and all Units therein will be constructed in accordance with all applicable zoning and building laws, regulations, codes and requirements of all governmental entities having jurisdiction, including, without limitation, the New York City Building Code and the Zoning Resolution.

ARTICLE 5

THE UNITS

5.1 Floor Plans. The location of each Unit is shown on, and is governed by, the floor plans of the Building certified by Perkins Eastman Architects, D.P.C. intended to be filed in the Queens County office of the Register of the City of New York (the "**City Register's Office**") simultaneously with the recording of this Declaration (as the same may be amended from time to time, the "**Floor Plans**").

5.2 Schedule B Descriptions.

5.2.1 The Residential Section. Schedule B-1 annexed hereto and made a part hereof sets forth the following supplementary data with respect to the Residential Section and the Residential Units necessary for the further proper identification thereof: Residential Unit designation; tax lot number; statement of location; approximate gross and net square foot area; the portions of any Common Elements to which the Residential Unit has immediate access, if any; the proportionate, undivided interest in fee simple absolute (expressed as a percentage) in the General Common Elements (the "**General Common Interest**") appurtenant to each such Residential Unit; and the proportionate, undivided interest in fee simple absolute (expressed as a percentage) in the Residential Common Elements (the "**Residential Common Interest**") appurtenant to each such Residential Unit.

5.2.2 The Office Section. Schedule B-2 annexed hereto and made a part hereof sets forth the following supplementary data with respect to the Office Section and the Office Units necessary for the further proper identification thereof: Office Unit designation; tax lot number; statement of location; approximate gross square foot area; the portions of any Common Elements to which the Office Unit has immediate access, if any; the General Common Interest appurtenant to each such Office Unit; and the proportionate undivided interest in fee simple absolute (expressed as a percentage) in the Office Common Elements (the "**Office Common Interest**") appurtenant to each such Office Unit.

5.2.3 The Retail Section. Schedule B-3 annexed hereto and made a part hereof sets forth the following supplementary data with respect to the Retail Section necessary for the further proper identification thereof: Retail Unit designation; tax lot number; statement of location; approximate square foot area; the portions of any Common Elements to which the Retail

Unit has immediate access, if any; and the General Common Interest appurtenant to the Retail Unit.

5.2.4 The Parking Unit. Schedule B-4 annexed hereto and made a part hereof sets forth the following supplementary data with respect to the Parking Unit necessary for the further proper identification thereof: Parking Unit designation; tax lot number; statement of location; approximate square foot area; the portions of any Parking Limited Common Elements to which the Parking Unit has immediate access, if any; and the General Common Interest appurtenant to the Parking Unit.

ARTICLE 6

DIMENSIONS OF UNITS

6.1 Residential Units.

6.1.1 The Residential Units shall include 1-bedrooms, 2-bedrooms, 3-bedrooms and 4-bedroom units. Schedule B-1 sets forth the approximate (with reasonable tolerances) gross and net square footages of the Residential Units.

6.1.2 The approximate net square footage of a Residential Unit is obtained by horizontally measuring the floor area of the Unit from the exterior side of the exterior Building walls or the exterior point of a party wall on the Land (whichever is greater), from the midpoint of the interior demising partitions separating the Unit from another Unit, from the midpoint of the Common Element of interior walls to the midpoint of partitions separating the Unit from stairs or other mechanical equipment spaces or any other Common Elements. Columns, mechanical pipes, shafts and chases are not deducted from the net floor area measurements. Notwithstanding the foregoing, any Common Elements located within or appurtenant to any Residential Unit shall not be considered as part of that Unit.

6.1.3 Every Residential Unit will consist of a volume measured vertically from the top of the concrete floor to the underside of the concrete or suspended ceiling except that any Common Elements located within any Unit shall not be considered as part of that Residential Unit.

6.1.4 The Residential Common Elements, including, but not limited to, the Residential Section's hallways, elevators, mechanical rooms, stairways, trash rooms and lobby will be allocated (on a square foot percentage basis) to the net square footage of the Residential Units to create the gross square footage of the Residential Units. The gross square footage is not based upon the measurements from interior surfaces of interior walls, and the actual area comprising a Residential Unit is less than the area listed in Schedule B-1. All dimensions are approximate within reasonable construction tolerances and variances. Declarant reserves the right to make changes due to unforeseen conditions, in accordance with the Condominium Documents.

6.2 Office Units.

6.2.1 Schedule B-2 sets forth the approximate (with reasonable tolerances) gross square footage of the Office Units. The approximate square footage of all Office Units is measured horizontally from the exterior surface of the exterior Building walls or the exterior point of the party wall on the Land (whichever is greater), from the midpoint of the interior demising partitions separating the Unit from another Unit, from the midpoint of the common element of interior walls to the midpoint of partitions separating the Unit from stairs or other mechanical equipment spaces or any other Common Elements. Columns, mechanical pipes, shafts and chases, are not deducted for the purpose of these floor area measurements. In addition, the Office Common Elements, including, but not limited to, the Office Section's hallways, stairways, mechanical rooms, elevators, public toilet rooms and Office entrance lobby, have been apportioned to the Office Unit gross square footage.

6.2.2 Every Office Unit will consist of a volume measured vertically from the top of the concrete floor to the underside of the concrete or suspended ceiling except that any Common Elements located within any Office Unit shall not be considered as part of that Office Unit.

6.2.3 All dimensions are approximate and subject to normal construction variances and tolerances. Declarant reserves the right to make changes due to unforeseen conditions, in accordance with the Offering Plan.

ARTICLE 7

COMMON ELEMENTS

7.1 The General Common Elements. In general, the General Common Elements of the Condominium (the "**General Common Elements**") include those portions of the Property that are designated "General Common Elements" on the Floor Plans and, to the extent not specifically identified as part of the General Common Elements on the Floor Plans, all other areas of the Property (other than those areas and items identified in the Condominium Documents as part of (i) a Section, (ii) a Unit and/or (iii) the Common Elements or Limited Common Elements appurtenant to a Section or Unit, as the case may be), the common use of which is necessary or convenient for the existence, maintenance, operation or safety of the Property by any combination of the Sections. More specifically, the General Common Elements consist of, but are not limited to, the following (whether or not covered by the preceding sentence):

7.1.1 the Land;

7.1.2 the roof of the Residential Tower, including the concrete slab on top of the 17th floor (the "**17th Floor Slab**") and the pavers atop said 17th floor Slab;

7.1.3 the roof of the Office Tower, including the concrete slab on top of the 13th floor (the "**13th Floor Slab**") and the pavers atop said 13th floor Slab;

7.1.4 the concrete slab located above the Parking Level P-1 (the "**Parking Roof Slab**");

7.1.5 the concrete slab located above the third floor of the Base and underneath the fourth floors of the Residential Tower and the Office Tower (the "**4th Floor Slab**") and all exterior walls of the Building below the 4th Floor Slab;

7.1.6 all foundations, footings, columns, beams, supports, girders, fire stairs, fire rated partitions between Units and common spaces, structural bearing partitions, floor slabs, ceilings, to the extent that the same are not expressly provided to be included as a part of the following: a Section, a Unit, Limited Common Element, Residential Common Element, Office Common Element, Retail Common Element or Parking Common Element (the foregoing shall collectively be referred to as a "Non-General Common Element Space");

7.1.7 all common electrical rooms, mechanical rooms, storage space, compactor and service rooms, HVAC and plumbing shafts, that are shared by all Units in the Building, and all other parts of the Building and apparatus, installation systems, equipment and facilities therein (including pipers, wires, ducts, vents, cables, conduits, antennae) which serve, benefit, are necessary or convenient for the existence, maintenance or safety of the entire Building, to the extent that the same are not expressly provided to be included as a part of a Unit or a Section or a Non-General Common Element Space;

7.1.8 the Base's exterior walls, common hallways, corridors, vestibules, stairways (except internal stairways), mechanical and electrical equipment spaces, spaces devoted to the use of persons employed in connection with the operation of the Property and entrances to, and exits from, the Building, to the extent that the same are not expressly provided to be included as a part of a Unit or a Section or a Non-General Common Element Space;

7.1.9 all central and appurtenant installations for services such as power, light, telephone, intercom, gas, sewer, plumbing, drainage, hot and cold water distribution, heat, ventilation, and other mechanical and electrical systems, to the extent that the same is not expressly provided to be included as a part of a Unit or a Section or a Non-General Common Element Space (hereinafter collectively referred to as the "**Equipment**");

7.1.10 a landscaped outdoor Public Park off of 39th Avenue adjacent to the west and north side of the Building;

7.1.11 every roof of the Condominium, except for the area known as the Residential Roof Terrace;

7.1.12 the emergency generator, fire water reserve tank and fuel tank; and

7.1.13 all structural or exterior parts of the Property, and all apparatus and installations existing in the Building or on the Property, either for the common use of the Units or the Unit Owners or necessary for, or convenient to, the existence, maintenance, or safety of the

Property and not expressly provided to be included as a part of a Unit or a Section or a Non-General Common Element Space.

7.2 The Residential Common Elements. In general, the Residential Common Elements include those portions of the Property that are designated "Residential Common Elements" on the Floor Plans and, to the extent not specifically identified as part of the Residential Common Elements on the Floor Plans, all other areas of the Property, the use of which exclusively benefits or serves any portion of the Residential Section (other than those areas and items identified in the Condominium Documents as (i) a General Common Element, (ii) a Residential Limited Common Element, or (iii) an area comprising a portion of the Non-Residential Area). More specifically, the Residential Common Elements consist of, but are not limited to, the following (whether or not covered by the preceding sentence):

7.2.1 the Residential entrance and lobby;

7.2.2 the Residential elevators and their component parts, shafts and pits, equipment and machine room(s) exclusively serving or benefiting the Residential Section;

7.2.3 the service elevator lobby at the P-1 Level;

7.2.4 the Residential Management/Site office;

7.2.5 the mail room;

7.2.6 the Residential bicycle storage room (the "**Bike Room**");

7.2.7 the lockers and toilets located on the ground floor for the Residential staff;

7.2.8 the community room (the "**Community Room**") (including its restrooms, and a fitness area (the "**Gym**"), all of which are located on the 4th floor of the Residential Tower;

7.2.9 the open air rooftop outdoor landscaped area located on the fourth (4th) floor of the Residential tower (the "**Residential Roof Terrace**");

7.2.10 the storage area (the "**Storage Area**") on the 4th floor of the Residential Tower and the storage bins (each, a "**Residential Storage Bin**"; collectively, the "**Residential Storage Bins**") located in the Storage Area;

7.2.11 the trash chute which runs through the Residential Tower to the cellar;

7.2.12 the Residential mechanical and meter rooms located on the P1 level and the Residential mechanical supply and exhaust fans located on the roof of the Residential Tower;

7.2.13 the area of concrete pads in the mechanical room in the Office Tower that support the Residential pump equipment;

7.2.14 the Resident Superintendent's Unit;

7.2.15 all of the area in the Residential Tower that is located above the 4th Floor Slab and below the underside of the 17th Floor Slab, except to the extent any space on said floors is incorporated into any Residential Unit or Residential Limited Common Element (and except for any space otherwise designated as a General Common Element on the Floor Plans). Notwithstanding the foregoing, the 17th Floor Slab and the roof of the Residential Tower shall be considered General Common Elements;

7.2.16 all installations which exclusively serve or benefit the Residential Section for services such as heat, power, light, telephone, television, internet/data, gas, hot and cold water and air conditioning (including all pipes, ducts, valves, wires, cables, chutes and conduits used in connection therewith);

7.2.17 all common light fixtures, wiring, risers, feeders and electrical panels which exclusively serve or benefit the Residential Section, other than those which exclusively serve one Residential Unit;

7.2.18 any portion of the intercom system which exclusively serves or benefits the Residential Section, including but not limited to wiring and risers;

7.2.19 any electrical closets, HVAC and plumbing shafts which exclusively serve or benefit the Residential Section; and

7.2.20 all other Facilities in the Building which exclusively serves or benefits the Residential Section.

7.3 The Office Common Elements. In general, the Office Common Elements include those portions of the Property that are designated "Office Common Elements" on the Floor Plans and, to the extent not specifically identified as part of the Office Common Elements on the Floor Plans, all other areas of the Property (other than those areas and items identified in the Condominium Documents as (i) a General Common Element or (ii) an area comprising a portion of the Non-Office Area), the use of which exclusively benefits or serves any portion of the Office Section. More specifically, the Office Common Elements consist of, but are not limited to, the following (whether or not covered by the preceding sentence):

7.3.1 the Office lobby;

7.3.2 the Office street level entrance(s);

7.3.3 the Office elevators, pits and machine room(s) exclusively serving or benefiting the Office Section;

7.3.4 the stairs and corridors exclusively serving the Office Units;

7.3.5 the Office Management/Site office;

7.3.6 the dedicated enclosed roof top office air handler area;

7.3.7 the bathrooms exclusively serving multiple Office Units (other than any bathroom which is a part of a specific Office Unit, if any);

7.3.8 the HVAC and plumbing shafts, electric/tele-data closets and any other systems exclusively servicing the Office Units; and

7.3.9 all of the area in the Office Tower that is located above the 4th Floor Slab and below the underside of the 13th Floor Slab, except to the extent any space on said floors is incorporated into any Office Unit (and except for any space otherwise designated as a General Common Element on the Floor Plans). Notwithstanding the foregoing, the 13th Floor Slab and the roof of Office Tower shall be considered General Common Elements.

7.4 The Retail Common Elements. In general, the Retail Common Elements include those portions of the Property designated "Retail Common Elements" on the Floor Plans and, to the extent not specifically identified as part of the Retail Common Elements on the Floor Plans, all other areas of the Property (other than those areas identified in the Condominium Documents as (i) a General Common Element or (ii) an area comprising a portion of the Non-Retail Area), the use of which exclusively benefits or serves any portion of the Retail Section. More specifically, the Retail Common Elements consist of, but are not limited to, the following (whether or not covered by the preceding sentence):

7.4.1 the Retail lobby space, if any;

7.4.2 the Retail street level entrance(s);

7.4.3 the service freight elevators, pits and machine room(s) exclusively serving or benefiting the Retail Section; and

7.4.4 any corridors, stairs, electric/tele-data closets exclusively serving the Retail Section.

7.5 The Section Common Elements. The Residential Common Elements, the Office Common Elements and the Retail Common Elements are sometimes referred to herein collectively as the "**Section Common Elements.**"

ARTICLE 8

LIMITED COMMON ELEMENTS

8.1 Residential Limited Common Elements. In general, the Residential Limited Common Elements include those portions of the Residential Common Elements that are designated "Residential Limited Common Elements" on the Floor Plans, the use of which exclusively benefits

or serves a specific Residential Unit to which such portions or areas are adjacent and appurtenant, to the exclusion of all other Units in the Building. The Residential Limited Common Elements are at all times subject (as the case may be) to the rights of the Master Board and the Residential Board for access, inspection, maintenance and repair as more fully set forth in the Condominium Documents. More specifically, the Residential Limited Common Elements consist of the following (whether or not covered by the preceding section):

8.1.1 the terraces appurtenant to and for the exclusive use of and by Units 17A, 17H and the Residential Units on the 4th and 15th floors of the Residential Tower, as described in Schedule B-1 and the Floor Plans set forth in Part II of the Plan;

8.1.2 the individual mailboxes appurtenant to the Residential Units and for the exclusive use of and by the owner(s) of such Residential Unit;

8.1.3 any space or area forming a part of the Residential Common Elements hereafter incorporated into a Residential Unit in accordance with the provisions of the Residential By-Laws, which incorporated space or area shall be for the exclusive use of the owner(s) of such Residential Unit; and

8.1.4 any space or area forming a part of the Residential Common Elements hereafter incorporated into an Unsold Unit in accordance with the right so to do reserved by the Declarant and its designee in Article 15 below, which incorporated space or area shall be for the exclusive use of the owner of such Unsold Unit.

8.2 Retail Limited Common Elements. In the event that the Retail Unit is subdivided, the Retail Limited Common Elements shall include those portions of the Building, if any, available for the exclusive use of one, or some, but not all of the Retail Units. The cost of maintaining and operating any such Retail Limited Common Elements shall be borne by the respective Retail Unit Owner(s) having exclusive access thereto or utilizing or benefiting from the same.

8.3 Parking Limited Common Elements. In the event that the Parking Unit is subdivided, the Parking Limited Common Elements shall include those portions of the Building, if any, available for the exclusive use of one, or some, but not all of the Parking Units. The cost of maintaining and operating any such Parking Limited Common Elements shall be borne by the respective Parking Unit Owner(s) having exclusive access thereto or utilizing or benefiting from the same.

ARTICLE 9

NAME OF CONDOMINIUM

9.1 The Condominium and the Building shall be designated as Flushing Commons. So long as the Declarant owns not less than ten percent (10%) of the Units, only the Declarant shall have the right to change the name of the Condominium.

ARTICLE 10

USE OF THE UNITS

10.1 Use of the Residential Units.

10.1.1 General. A Residential Unit may be used for residential purposes and, subject to compliance with this Declaration, the Master By-Laws, the Master Rules and Regulations, the Residential By-Laws and the Rules and Regulations promulgated by the Residential Board (the "**Residential Rules and Regulations**"), for a lawful home occupation as defined in compliance with applicable zoning and other governmental regulations, or for any other lawful use, provided that either Declarant, its designee or the Residential Board consent to any such use. Any Residential Unit may be used as a professional office or for any other lawful purpose, provided such use is in compliance with applicable zoning and other governmental regulations, does not violate the then existing Certificate of Occupancy covering such Residential Unit, and the prior written consent of the Declarant, its designee or the Residential Board is first given. Residential Units can only be leased in accordance with the Residential By-Laws and the Residential Rules and Regulations.

No nuisance or immoral, improper, offensive or unlawful use shall be allowed in the Residential Units or any portion of the Building. Except with respect to any Unsold Residential Unit, no portion of a Residential Unit, other than the entire Residential Unit, may be rented, and no transient tenants may be accommodated therein for periods less than one year, and the provisions of such lease shall be in accordance with the Residential By-Laws and the Residential Rules and Regulations. 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 sole expense of the respective Residential Unit Owner or the Residential Board, whoever shall have the obligation to maintain or repair such portion of the Property.

10.1.2 Ownership and Occupancy. Residential Units may be owned or leased by an individual, corporation, partnership, limited liability company, fiduciary or any other entity (including, but not limited to, embassies and consulates of foreign governments). Residential Units may only be occupied by: (i) any individual who is a Residential Unit Owner or permitted lessee; (ii) any officer, director, shareholder or employee of any corporation which is a Residential Unit Owner or permitted lessee; (iii) any partner or employee of any partnership which is a Residential Unit Owner or permitted lessee; (iv) any member or employee of any limited liability company which is a Residential Unit Owner or permitted lessee; (v) the fiduciary or beneficiary or employee of any fiduciary which is a Residential Unit Owner or permitted lessee; (vi) any principal or employee of any other entity (including, but not limited to, embassies and consulates of foreign governments) which is a Residential Unit Owner or permitted lessee; provided that in each instance in clauses (i) through (vi) above: (A) the individual, designated officer, director, shareholder, partner, member, fiduciary, beneficiary, principal or employee is designated as the primary occupant of the Residential Unit and is not being designated to use the Residential Unit on a transient basis or as other than the primary occupant; and (B) such use is not, in fact or in effect, part of or in furtherance of an Occupancy Plan; and (vii) family members,

domestic partners, domestic employees and/or non-paying guests of any of the foregoing. Subject to the foregoing, Residential Units may only be leased in accordance with the Residential By-Laws and the Residential Rules and Regulations. An "**Occupancy Plan**" means a program, plan, agreement or other arrangement for the use, occupancy, marketing, advertising or promotion of one or more Residential Units under short-term, timeshare, fractional or shared ownership, interval exchange (whether the program is based on direct exchange of occupancy rights, cash payments, reward programs or other point or accrual systems) or other membership plans, or arrangements through which a participant in the plan or arrangement acquires a direct or indirect ownership interest in the Unit(s) in question with attendant rights of periodic use and occupancy or acquires contract rights to such periodic use and occupancy of such Unit(s) or a portfolio of accommodations including such Unit(s).

10.1.3 Unsold Residential Units. Notwithstanding the foregoing or anything contained herein, in the Master By-Laws, the Master Rules and Regulations, the Residential By-Laws, or any Residential Rules and Regulations to the contrary, subject only to compliance with all Laws, Declarant (and its designees) may, without the permission of any Board or any other Person use or grant permission for the use of any Unsold Residential Unit for any lawful purpose, including, but not limited to, the use of any Unsold Residential Units as models and sales and/or promotion offices in connection with the sale or rental of the Residential (or other) Units or for any other purpose. As used in the Condominium Documents, "**Unsold Residential Unit**" refers to any Residential Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by Declarant or any of its designees as the holder of one or more Unsold Residential Unit(s); any Residential Unit that is acquired, individually or collectively, by a principal of Declarant or a group of which Declarant or one or more of its principals is a member; or a Residential Unit that is acquired, individually or collectively, by either the holder of a Permitted Mortgage given by Declarant or the designee of a holder of such a Permitted Mortgage. "**Laws**" (or, if used individually, "**Law**") means all applicable laws, statutes and ordinances (including, without limitation, environmental laws, building codes, zoning ordinances and all requirements and limitations with respect to certificate(s) of occupancy for the Property), case law, and the orders, rules, regulations, directives, binding resolutions and requirements of all governmental authorities (including, without limitation, the New York City Department of Buildings, the City Planning Commission, or the boards of fire underwriters or any public authority or agency having jurisdiction), whether in force as of the date hereof or hereafter, which are or become, or purport to be, applicable to the property or any part thereof. Neither the Master Board, Section Boards, nor any Unit Owners have any right of approval over the use of the Unsold Residential Units or any part thereof.

10.1.4 Declarant (or its designee) reserves the right, freely and without restriction, to rent or lease Units to Purchasers and non-purchasers at any time, both before and after the First Residential Unit Closing, provided that a permanent or temporary Certificate of Occupancy covering such Unit has been obtained, and subject to the restrictions on the use of the Non-Residential Units. Notwithstanding the foregoing, a Residential Unit may not be rented before the First Residential Unit Closing unless it is pursuant to an interim lease that is part of an executed purchase agreement. However, once a Purchase Agreement has been accepted for a Unit, and for so long as such Purchase Agreement is in effect, such Unit may only be leased to the Purchaser thereof. The lease will be for such rent (but not to exceed the maximum rent legally collectible, if any) and upon such other terms

as may be mutually agreed upon. Such lease will also provide that an uncured default by the Purchaser under his Purchase Agreement will constitute a default under the lease entitling the landlord (Declarant), at its sole option, to terminate the lease. The Purchase Agreement contains a similar cross-default provision entitling the Declarant to cancel the Purchase Agreement in the event that the Purchaser fails to cure a default under his lease within the applicable grace period (if any) and such default results in his eviction from the Unit (whether by voluntary removal or by court order). No portion of the rental paid under such lease will be credited toward the Unit's purchase price.

10.1.5 No Purchaser shall have the right to occupy the Unit purchased by him prior to closing unless Declarant agrees to permit such occupancy under an interim lease or other written Use and Occupancy agreement.

10.1.6 Declarant's right to rent or lease any Unsold Unit will not be subject to any right of first refusal in favor of any Board.

10.2 Use of the Office Units.

10.2.1 General. An Office Unit may be used for general office use or any lawful purposes, except that no Office Unit may be used for residential purposes or for retail sales of any type, and in all events such use shall be subject to all Laws, the then existing Certificate of Occupancy applicable to such Office Unit and to the further provisions of this Declaration, the Master By-Laws, the Master Rules and Regulations, the Office By-Laws and the Rules and Regulations promulgated by the Office Board (the "**Office Rules and Regulations**"). No nuisance or immoral, improper, offensive or unlawful use shall be allowed in the Office Units or any portion of the Building. 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 sole expense of the respective Office Unit Owner or the Office Board, whoever shall have the obligation to maintain or repair such portion of the Property.

10.2.2 Prohibited Uses. In addition to the restrictions set forth in the preceding section, an Office Unit may not be used as a club, settlement house or welfare center. Furthermore, no Office Unit in the Building may be used:

(i) for obscene or pornographic purposes or activities or the sale or distribution of any obscene or pornographic material, as such terms are defined in Section 235 of the New York Penal Law; or

(ii) for the purpose of performing any abortions or providing any professional counseling or advice advocating abortions; or

(iii) for the purpose of providing counseling to substance abuse patients, nor may such be used to operate a shelter for the homeless; or

(iv) for any use involving noxious or immoral use; or

(v) for the dispensing of methadone; or

(vi) as a clinic, which involves drug or alcohol treatment or rehabilitation; or

(vii) in a manner which causes an increase in the cost of insurance carried by the Condominium unless such increase in premium is paid by the Unit Owner whose change in use causes the increases.

10.2.3 Office Section Signage and Awnings. If an Office Unit Owner is not the Declarant or its designee, the Office Unit Owner must obtain Office Board approval of any signage and such signage must be placed within an area as determined by the Office Board. Notwithstanding the foregoing, an Office Unit Owner is entitled to list its name in the designated Office directory located in first floor Office lobby.

10.2.4 Unsold Office Units. Notwithstanding the foregoing or anything contained herein, in the Master By-Laws, the Office By-Laws, or any Rules and Regulations to the contrary, subject to compliance with all Laws, Declarant (and its designees) may, without the permission of any Board or any other Person use or grant permission for the use of any Unsold Office Unit for any lawful purpose, including, without limitation, as models and sales and/or promotion offices in connection with the sale or rental of the Office (or other) Units. As used in the Condominium Documents, "**Unsold Office Unit**" refers to any Office Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by Declarant, or its designees as the holder of one or more Unsold Office Unit(s); any Office Unit that is acquired, individually or collectively, by a principal of Declarant, or a group of which Declarant or one or more of its principals is a member; or an Office Unit that is acquired, individually or collectively, by either the holder of a Permitted Mortgage given by Declarant or the designee of a holder of such a Permitted Mortgage. Furthermore, if an Office Unit is owned by the Declarant or its designee, no Board approval of signage and/or awnings shall be required. The Declarant shall have an easement to install any signs that the Declarant deems appropriate whether or not such signs are related to the use of the Office Units, provided only that any such signs comply with all governmental rules and regulations relating to any such sign installation.

10.2.5 Declarant (or its designee) reserves the right, freely and without restriction, to rent or lease Units to Purchasers and non-purchasers at any time, both before and after the First Office Unit Closing, provided that a permanent or temporary Certificate of Occupancy covering such Unit has been obtained, and subject to the restrictions on the use of the Non-Residential Units. However, once a Purchase Agreement has been accepted for a Unit, and for so long as such Purchase Agreement is in effect, such Unit may only be leased to the Purchaser thereof. The lease will be for such rent (but not to exceed the maximum rent legally collectible, if any) and upon such other terms as may be mutually agreed upon. Such lease will also provide that an uncured default by the Purchaser under his Purchase Agreement will constitute a default under the lease entitling the landlord (Declarant), at its sole option, to terminate the lease. The Purchase Agreement contains a similar cross-default provision entitling the Declarant to cancel the Purchase Agreement in the event that the Purchaser fails to cure a default under his lease within the applicable grace period (if any) and such default results in his eviction from the Unit (whether by voluntary removal or by court

order). No portion of the rental paid under such lease will be credited toward the Unit's purchase price.

10.2.6 No Purchaser shall have the right to occupy the Unit purchased by him prior to closing unless Declarant agrees to permit such occupancy under an interim lease or other written Use and Occupancy agreement.

10.2.7 Declarant's right to rent or lease any Unsold Unit will not be subject to any right of first refusal in favor of any Board.

10.3 Use of the Retail Unit.

10.3.1 General. A Retail Unit may be used for any lawful purposes except for residential purposes or for office use, and in all events subject to all Laws and to the further provisions of this Declaration, the Master By-Laws (and if applicable, the Rules and Regulations promulgated by the Retail Board, as the same may be amended from time to time (the "**Retail Rules and Regulations**")). No nuisance or immoral, improper, offensive or unlawful use shall be allowed in the Retail Unit. 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 sole expense of the respective Retail Unit Owner or the Retail Board, whoever shall have the obligation to maintain or repair such portion of the Property.

10.3.2 Prohibited Uses. In addition to the restrictions set forth in the preceding section, a Retail Unit may not be used as a club, settlement house or welfare center. Furthermore, no Office Unit in the Building may be used:

(i) for obscene or pornographic purposes or activities or the sale or distribution of any obscene or pornographic material, as such terms are defined in Section 235 of the New York Penal Law; or

(viii) for the purpose of performing any abortions or providing any professional counseling or advice advocating abortions; or

(ix) for the purpose of providing counseling to substance abuse patients, nor may such be used to operate a shelter for the homeless; or

(x) for any use involving noxious or immoral use; or

(xi) for the dispensing of methadone; or

(xii) as a clinic, which involves drug or alcohol treatment or rehabilitation; or

(xiii) in a manner which causes an increase in the cost of insurance carried by the Condominium unless such increase in premium is paid by the Unit Owner whose change in use causes the increases.

10.3.3 Retail Section Signage and Awnings. If the Retail Unit Owner is not the Declarant or its designee, the Retail Unit Owner shall obtain approval from the Retail Board and Master Board for signage and/or awnings within a designated area, which approval shall not be unreasonably withheld. Notwithstanding the above, so long as the signage complies with all applicable law, no Retail Unit Owner shall be obligated to obtain the approval of signage within the confines of its Storefront, unless such signage affects the operation or enjoyment of any other Unit or Section of the Building, in which case the Master Board's approval will be necessary. A Retail Unit Owner may install nameplates and/or identification signage within the designated area, provided that such nameplates and/or identification signs, comply with all applicable municipal codes and/or regulations.

10.3.4 Unsold Retail Unit. Notwithstanding the foregoing or anything contained herein, in the Master By-Laws, the Residential By-Laws, the Office By-Laws, or any Rules and Regulations to the contrary, subject to compliance with all Laws, Declarant (and its designees) may, without the permission of any Board or any other Person use or grant permission for the use of any Unsold Retail Unit for any lawful purpose, including, without limitation, as models and sales and/or promotion offices in connection with the sale or rental of the Retail (or other) Units. As used in the Condominium Documents, "**Unsold Retail Unit**" refers to any Retail Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by Declarant or its designees as the holder of one or more Unsold Retail Unit(s); any Retail Unit that is acquired, individually or collectively, by a principal of Declarant or a group of which Declarant or one or more of its principals is a member; or a Retail Unit that is acquired, individually or collectively, by either the holder of a Permitted Mortgage given by Declarant or the designee of a holder of such a Permitted Mortgage. Furthermore, if the Retail Unit is owned by the Declarant or its designee, no Board approval of signage and/or awnings shall be required. The Declarant shall have an easement to install any signs or awnings that the Declarant deems appropriate whether or not such signs or awnings are related to the use of the Retail Unit, provided only that any such signs or awnings comply with all governmental rules and regulations relating to any such sign installation. Furthermore, if Declarant or its designee shall lease the Retail Unit, Declarant or its designee shall have the right to extend such easement to its commercial tenants so long as such tenants shall install its signage only within a designated area, as determined by Declarant or its designee, and as approved by the Master Board.

10.3.5 Declarant (or its designee) reserves the right, freely and without restriction, to rent or lease Units to Purchasers and non-purchasers at any time, both before and after the First Residential Unit Closing, provided that a permanent or temporary Certificate of Occupancy covering such Unit has been obtained, and subject to the restrictions on the use of the Non-Residential Units. However, once a Purchase Agreement has been accepted for a Unit, and for so long as such Purchase Agreement is in effect, such Unit may only be leased to the Purchaser thereof. The lease will be for such rent (but not to exceed the maximum rent legally collectible, if any) and upon such other terms as may be mutually agreed upon. Such lease will also provide that an uncured default by the Purchaser under his Purchase Agreement will constitute a default under the lease entitling the landlord (Declarant), at its sole option, to terminate the lease. The Purchase Agreement contains a similar cross-default provision entitling the Declarant to cancel the Purchase Agreement in the event that the Purchaser fails to cure a default under his lease within the applicable grace period (if any)

and such default results in his eviction from the Unit (whether by voluntary removal or by court order). No portion of the rental paid under such lease will be credited toward the Unit's purchase price.

10.3.6 No Purchaser shall have the right to occupy the Unit purchased by him prior to closing unless Declarant agrees to permit such occupancy under an interim lease or other written Use and Occupancy agreement.

10.3.7 Declarant's right to rent or lease any Unsold Retail Unit will not be subject to any right of first refusal in favor of any Board.

10.3.8 Declarant, its designee (and the Owner of the Retail Unit subject to approval of the Master Board) shall have the right to construct ventilation and/or exhaust flues to the roof of the Building if the same is required and or appropriate for the use of the Retail Unit, and to maintain mechanical equipment on the roof. Notwithstanding the foregoing, prior to the issuance of a Permanent Certificate of Occupancy for the Building, the Retail Unit Owner must obtain Declarant's written consent prior to constructing said ventilation and/or exhaust flues or maintaining such equipment on the roof.

10.4 Use of the Parking Unit.

10.4.1 General. A Parking Unit may only be used for the parking of automobiles and similar vehicles, and for no other use which is not related to garage purposes.

10.4.2 Parking Unit Signage and Awnings. If the Parking Unit Owner is not the Declarant or its designee, the Parking Unit Owner shall obtain Master Board approval of signage and/or awnings within an area designated by the Master Board, which approval shall not be unreasonably withheld. A Parking Unit Owner may install identification signage within the area designated by the Master Board, provided that such identification signs, comply with all applicable municipal codes and/or regulations.

10.4.3 Unsold Parking Unit.

(a) Notwithstanding the foregoing or anything contained herein, in the Master By-Laws, or any Rules and Regulations to the contrary, subject to compliance with all Laws, Declarant (and its designees) may, without the permission of any Board or any other Person use or grant permission for the use of any Unsold Parking Unit for any lawful purpose.

(b) If the Parking Unit is owned by the Declarant or its designee, no Board approval of signage and/or awnings shall be required. The Declarant and its designee shall have an easement to install any signs or awnings that the Declarant or its designee deem appropriate whether or not such signs or awnings are related to the use of the Parking Unit, provided only that any such signs or awnings comply with all governmental rules and regulations relating to any such sign installation. Furthermore, if Declarant or its designee shall lease the Parking Unit, Declarant or its designee shall have the right to extend such easement to its commercial tenant so long as such

tenant shall install its signage only within the area as determined by Declarant or its designee and the Master Board.

(c) As used in the Condominium Documents, "**Unsold Parking Unit**" refers to any Parking Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by Declarant or its designees as the holder of one or more Unsold Parking Unit(s); any Parking Unit that is acquired, individually or collectively, by a principal of Declarant or a group of which Declarant or one or more of its principals is a member; or a Parking Unit that is acquired, individually or collectively, by either the holder of a Permitted Mortgage given by Declarant or the designee of a holder of such a Permitted Mortgage.

10.4.4 Declarant (or its designee) reserves the right, freely and without restriction, to rent or lease Units to Purchasers and non-purchasers at any time, both before and after the First Residential Unit Closing, provided that a permanent or temporary Certificate of Occupancy covering such Unit has been obtained, and subject to the restrictions on the use of the Non-Residential Units. However, once a Purchase Agreement has been accepted for a Unit, and for so long as such Purchase Agreement is in effect, such Unit may only be leased to the Purchaser thereof. The lease will be for such rent (but not to exceed the maximum rent legally collectible, if any) and upon such other terms as may be mutually agreed upon. Such lease will also provide that an uncured default by the Purchaser under his Purchase Agreement will constitute a default under the lease entitling the landlord (Declarant), at its sole option, to terminate the lease. The Purchase Agreement contains a similar cross-default provision entitling the Declarant to cancel the Purchase Agreement in the event that the Purchaser fails to cure a default under his lease within the applicable grace period (if any) and such default results in his eviction from the Unit (whether by voluntary removal or by court order). No portion of the rental paid under such lease will be credited toward the Unit's purchase price.

10.4.5 No Purchaser shall have the right to occupy the Unit purchased by him prior to closing unless Declarant agrees to permit such occupancy under an interim lease or other written Use and Occupancy agreement.

10.4.6 Declarant's right to rent or lease any Unsold Unit will not be subject to any right of first refusal in favor of any Board.

10.4.7 In the event Declarant shall sell the Parking Unit prior to obtaining a Certificate of Occupancy for the Parking Unit, the Purchaser of the Parking Unit will be responsible for undertaking any alterations, improvements or other construction necessary to obtain a Certificate of Occupancy for the use of the Parking Unit, at his or her sole cost and expense. Any Parking Unit Owner (who is not Declarant or Declarant's designee) shall not, prior to the issuance of a PCO, perform any Alterations in the Parking Unit which would have a material adverse effect on Common Elements or the structural, mechanical, electrical or plumbing elements of the Building or the exterior appearance of the Building or any other Unit or Common Element, or which would increase insurance premiums or maintenance costs for any non-Parking portion of the Building, unless said Parking Unit Owner shall, with respect to that portion of the Alterations that impairs or modifies any such non-Parking portions of the Building, (i) obtain

prior written consent from Declarant, its designee, and if applicable, the Master Board (which consent may be withheld for any or no reason at Declarant's or a Board's sole discretion) and (ii) fulfill the Alteration Obligations.

10.4.8 The Owner of the Parking Unit shall have the right to construct ventilation and/or exhaust flues to the roof of the Building if the same are required by law to permit operation of the Parking Unit and or appropriate for the use of the Parking Unit, and to maintain mechanical equipment on the roof of the Building. Notwithstanding the foregoing, prior to the issuance of a Permanent Certificate of Occupancy for the Building, the Parking Unit Owner must obtain consent from Declarant or its designee, and must fulfill all reasonable requirements of the Master Board, prior to constructing said ventilation and/or exhaust flues or maintaining such equipment on the roof.

10.5 Nuisance. No nuisance shall be allowed in the Property nor shall any use or practice be allowed in the Property which interferes with the peaceful possession or proper use thereof by the Unit Owners or the occupants of their respective Units. No improper, offensive or unlawful use shall be made of the Property or any portion thereof. All applicable Laws relating to any portion of the Property shall be complied with at the sole expense of whichever of the Unit Owner(s) or Board(s) shall have the obligation pursuant to this Declaration, the Master By-Laws and, as applicable the Residential By-Laws or the Office By-Laws, to maintain or repair such portion of the Property.

ARTICLE 11

USE OF THE COMMON ELEMENTS

11.1 Use of the General Common Elements and the Section Common Elements.

11.1.1 Except as otherwise provided herein or in any of the By-Laws, the General Common Elements and the Section 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.

11.1.2 Subject to any easements (exclusive or otherwise) and/or rights of access or as otherwise provided in the Condominium Documents with respect to the General Common Elements and the Section Common Elements, none of the Boards nor any Unit Owner shall impede the exercise of or encroach upon the rights of the others of such parties or anyone claiming, by, through or under them, including, but not limited to, the occupants of the Units and their respective invitees, to use the same.

11.2 Use of the Residential Storage Bins.

11.2.1 The Residential Storage Bins may be used only by occupants of the Residential Units and only for storage of the personal effects of the owners or tenants thereof, provided that no article or material that shall pose a threat to the health or safety of the Unit Owners or other occupants of the Building, or that shall cause the dissemination of noxious odors, dirt or other sanitary problems or otherwise create a nuisance, shall be permitted to be brought

into or stored in any Residential Storage Bin. The use thereof shall be further subject to the provisions of the Master By-Laws, Master Rules and Regulations, Residential By-Laws and the Residential Rules and Regulations.

11.2.2 No insurance coverage is provided for risks such as fire and casualty losses to the contents of each Residential Storage Bin, and each Unit Owner or other occupant of the Building utilizing any such Residential Storage Bin must obtain their own insurance coverage at their sole cost and expense for all risks, including without limitation fire and casualty losses, for items stored in any such Residential Storage Bin. The Residential Board may, from time to time, make a determination as to the types and amounts of any such insurance required to be maintained in connection with the use of a Residential Storage Bin.

11.2.3 Declarant reserves the right to cease marketing licenses for Residential Storage Bins at Declarant's sole and absolute discretion. There is no restriction on the right of Declarant to retain the right to use any unsold Residential Storage Bins, and to control the further licensing of such unsold Residential Storage Bins, regardless of whether Declarant owns any Units in the Building. Without limiting the generality of the foregoing, Declarant reserves the right, at any time, without the consent of any Board, Unit Owner, or mortgagee, to (a) change the size, square footage, or number of any Residential Storage Bins, and (b) change the size, or number of Residential Storage Bins by dividing one or more Residential Storage Bins into two or more separate Residential Storage Bins, by combining two or more Residential Storage Bins into one or more Residential Storage Bins, by altering any boundary wall between Residential Storage Bins, or by incorporating a portion of the Residential Common Elements into such Residential Storage Bin.

11.2.4 Purchasers should note that Storage Bin Licenses are not being offered on a "first come-first serve" basis and Declarant (or its designee) reserves the right to offer the sale of such Storage Bin Licenses to Purchasers in the order Declarant (or its designee) chooses in its sole and absolute discretion and withhold one or more for future sale. Additionally, Purchasers should be aware that the Building will contain more Residential Units than Storage Bins and as such, not every Residential Purchaser will be afforded the opportunity to purchase a Storage Bin License.

ARTICLE 12

CHANGES IN THE RESIDENTIAL SECTION AND THE OFFICE SECTION

12.1 Residential Units.

12.1.1 Unsold Residential Units. Notwithstanding anything to the contrary in the Master By-Laws or in the Residential By-Laws, except to the extent prohibited by, or to the extent that the same will cause the Property or any portion thereof not to comply with, any applicable Laws, Declarant and any other owner of an Unsold Residential Unit shall have the right, at any time and from time to time, without the vote or consent of any Board, Unit Owner or other Person, to: (a) make Alterations and/or Repairs whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon its Unsold Residential Unit(s); (b) change

the use (subject to compliance with all Laws) or layout of, or number of rooms in, any Unsold Residential Unit(s) from time to time; (c) change the size and/or number of Unsold Residential Unit(s) by subdividing one or more Unsold Residential Units into two or more separate Residential Units, combining separate Unsold Residential Units (including those resulting from such subdivision or otherwise) into one or more Residential Units, converting an Unsold Residential Unit or any portion thereof to a Common Element, altering the boundary walls between any Unsold Residential Units, or otherwise, including incorporating the use of any portion of the Common Elements adjacent or appurtenant thereto which exclusively benefits said Unsold Residential Unit (such as a portion of a hallway, but in no event a portion of a lobby or an amenity) without changing the Common Interest, which will thereafter be deemed to be a Residential Limited Common Element appurtenant to said Unsold Residential Unit; (d) whether in respect of subdivisions or combinations of the Unsold Residential Units or otherwise, designate all or any part of an Unsold Residential Unit or a Residential Common Element as part of a newly created or expanded Unsold Residential Unit or Residential Common Element; and (e) if appropriate, reapportion among the Units affected by such change in size, use or number pursuant to the preceding clauses (b), (c) and (d) their percentage interests in the General or Residential Common Elements; provided, however, that: (i) such changes are in compliance with Section 339 of the New York Condominium Act; (ii) no such change, including any change in the Common Interest or in the amount or quality of Common Elements directly affecting or servicing a Unit, will be made with respect to such Unit for which a Purchase Agreement is then in effect which increases or decreases the square footage area (excluding interior partitions) or Common Interest by more than 5%, or materially changes the layout of such Unit, unless the Purchaser consents to such changes; (iii) Declarant or such other owner of an Unsold Residential Unit, as the case may be, shall comply with all Laws of all governmental authorities having jurisdiction and shall agree to defend and hold each Board and all other Unit Owners harmless from any liability arising therefrom and (iv) no incorporation of Common Elements shall interfere with the ingress or egress of a Unit. Declarant or such other owner of an Unsold Residential Unit, as the case may be, shall have the right, without the consent of any Board, Unit Owner or other Person to amend (and/or cause the Master Board and/or the Residential Board to amend) this Declaration, the Master By-Laws, the Residential By-Laws and the Floor Plans and any other documentation to reflect the foregoing changes.

If Purchaser's consent is required as a result of such change and Purchaser refuses to consent, then in such event, Declarant may offer Purchaser a right of rescission for fifteen (15) days and Purchaser shall have the option of whether or not to accept such right of rescission. If accepted, Declarant's sole obligation shall be to refund to Purchaser the Deposit made under the Purchase Agreement and any interest earned thereon, except for funds expended by or reimbursed to Declarant for upgrades or extras.

If Purchaser's consent is not required, a Purchaser will not be excused from purchasing the Unit and will not have any claim against Declarant as a result of any such change and any such change will not affect a Purchaser's obligations under the Purchase Agreement or the Plan.

12.1.2 Residential Units Generally. Subject to this Declaration and the Master By-Laws, the Unit Owner(s) of one or more Residential Units (other than Unsold Residential Units), with the consent of the Residential Board, shall have such rights with respect to changing,

combining and/or subdividing such Residential Unit(s) as are provided in the Residential By-Laws. Once the Control Period ends, the appropriate Board may provide a Unit Owner in its Section with the foregoing rights of Declarant in connection with the combination of Units.

12.2 Office Units.

12.2.1 Unsold Office Units. Notwithstanding anything to the contrary in the Master By-Laws or in the Office By-Laws, except to the extent prohibited by, or to the extent that the same will cause the Property or any portion thereof not to comply with any applicable Laws, Declarant and any other owner of an Unsold Office Unit shall have the right, at any time and from time to time, without the vote or consent of any Board, Unit Owner or other Person, to: (a) make Alterations and/or Repairs whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon its Unsold Office Unit(s); (b) change the use (subject to compliance with all Laws) or layout of, or number of rooms in, any Unsold Office Unit(s) from time to time; (c) change the size and/or number of Unsold Office Unit(s) by subdividing one or more Unsold Office Units into two or more separate Office Units, combining separate Unsold Office Units (including those resulting from such subdivision or otherwise) into one or more Office Units, converting an Unsold Office Unit or any portion thereof to an Office Common Element, altering the boundary walls between any Unsold Office Units, or otherwise, including incorporating the use of any portion of the Common Elements adjacent or appurtenant thereto which exclusively benefits said Unsold Office Unit (such as a portion of a hallway, but in no event a portion of a lobby or an amenity) without changing the Common Interest, which will thereafter be deemed to be an Office Limited Common Element appurtenant to said Unsold Office Unit; (d) whether in respect of subdivisions or combinations of the Unsold Office Units or otherwise, designate all or any part of an Unsold Office Unit or an Office Common Element as part of a newly created or expanded Unsold Office Unit or Office Common Element; and (e) if appropriate, reapportion among the Units affected by such change in size, use or number pursuant to the preceding clauses (b), (c) and (d) their percentage interests in the General and Office Common Elements; provided, however, that: (i) such changes are in compliance with Section 339 of the New York Condominium Act; (ii) no such change, including any change in the Common Interest or in the amount or quality of Common Elements directly affecting or servicing a Unit, will be made with respect to such Unit for which a Purchase Agreement is then in effect which increases or decreases the square footage area (excluding interior partitions) or Common Interest by more than 5%, or materially changes the layout of such Unit, unless the Purchaser consents to such changes; (iii) Declarant or such other owner of an Unsold Office Unit, as the case may be, shall comply with all Laws of all governmental authorities having jurisdiction and shall agree to defend and hold each Board and all other Unit Owners harmless from any liability arising therefrom and (iv) no incorporation of Common Elements shall interfere with the ingress or egress of a Unit. Declarant or such other owner of an Unsold Office Unit, as the case may be, shall have the right, without the consent of any Board, Unit Owner or other Person to amend (and/or cause the Master Board and/or the Office Board to amend) the Declaration, the Master By-Laws, the Office By-Laws and the Floor Plans and any other documentation to reflect the foregoing changes.

12.2.2 Office Units Generally. Subject to this Declaration and the Master By-Laws, the Unit Owner(s) of one or more Office Units (other than Unsold Office Units), with the

consent of the Office Board and Declarant, shall have such rights with respect to changing, combining and/or subdividing such Office Unit(s) as are provided in the Office By-Laws.

12.3 Consents.

12.3.1 Residential Unsold Units. Subject to the immediately succeeding sentence, the provisions of Sections 12.1, 12.3 and 12.4 of this Declaration may not be added to, amended, modified or deleted without the prior written consent of Declarant or the owner of any Unsold Residential Unit(s), as the case may be, or the designee of any of the foregoing. Wherever the consent, approval or satisfaction of Declarant (as the owner of any Unsold Residential Units), or the owner of any Unsold Residential Unit(s), is required under this Declaration, the Master By-Laws or the Residential By-Laws, such consent, approval or satisfaction of such party shall not be required (unless otherwise required under the Condominium Documents) when such party no longer owns any Unsold Units.

12.3.2 Unsold Office Units. Subject to the immediately succeeding sentence, the provisions of Sections 12.2, 12.3 and 12.4 of this Declaration may not be added to, amended, modified or deleted without the prior written consent of Declarant or the owner of any Unsold Office Unit(s), as the case may be, or the designee of any of the foregoing. Wherever the consent, approval or satisfaction of Declarant (as the owner of any Unsold Office Units), or the owner of any Unsold Office Unit(s), is required under this Declaration, the Master By-Laws or the Office By-Laws, such consent, approval or satisfaction of such party shall not be required (unless otherwise required under the Condominium Documents) when such party no longer owns any Unsold Units.

12.4 Certification Regarding Common Interest Reallocation. Notwithstanding the other provisions of this Article 12, no reapportionment of the interests in any of the General Common Elements, the Residential Common Elements or the Office Common Elements appurtenant to any Residential Unit or Office Unit (as the case may be) shall be made unless there is first delivered to the Residential Board or the Office Board, as applicable, and to the Master Board, a written certification stating, in each case with respect to the Unit(s) in question that the percentage interests of the affected Unit(s) in the any of the General Common Elements, the Residential Common Elements or the Office Common Elements (as the case may be), immediately after such reapportionment, are consistent with the terms of this Declaration and in compliance with the terms of Section 339-i(l) of the New York Condominium Act. The certification referred to herein shall be delivered: (a) in the case of any Unsold Unit(s), at the election of Declarant, by Declarant, the managing agent of the Residential Section or Office Section, as applicable, or any other Person reasonably acceptable to the applicable Boards; and (b) in the case of any other Residential Unit(s) or Office Unit(s), as the case may be, by the managing agent of the Residential Section or Office Section, as applicable, or any other person reasonably acceptable to the applicable Boards.

ARTICLE 13

CHANGES BY THE RETAIL UNIT OWNER AND PARKING UNIT OWNER

13.1 General. Except to the extent prohibited by Law or as otherwise provided herein or in the Master By-Laws, each of the Retail Unit Owner and the Parking Unit Owner shall have the right, without the consent of any Board, Unit Owner, or other Person to: (a) mortgage or otherwise hypothecate its Unit; (b) decorate or make Alterations and/or Repairs in, to and upon its Unit (provided, however, that such Unit Owner, if other than Declarant or its designee, must obtain the prior consent of the Declarant, its designee and the Master Board, to any Alterations and/or Repairs to its Unit which would have a material adverse effect on any Common Elements or on the structural, mechanical, electrical or plumbing elements of the Building or the exterior appearance of the Building or which would increase insurance premiums or maintenance costs for any other Unit, the General Common Elements, or any Section Common Elements); (c) change the layout of, or number of rooms in, its Unit from time to time; (d) change the size of its Unit by subdividing the same into any desired number of condominium units or by combining any units resulting from each such subdivision, altering the boundary walls between the Units, or otherwise; (e) designate its Unit as part of a newly created or expanded commercial condominium unit or designate all or part of its Unit as a newly created or expanded common element; and (f) if appropriate, reapportion among the Units or newly created Units affected by such changes pursuant to the preceding clauses (c), (d) and (e) their percentage interests in the General Common Elements and the Retail Common Elements (as the case may be); provided, however, that: (i) such changes are in compliance with Section 339 of the New York Condominium Act; (ii) the Common Interest of any other Units (other than the Unit(s) owned by such Person) shall not be changed by reason thereof unless the owners of such other Units shall consent thereto; (iii) the Unit Owner(s) in question shall comply with all Laws and shall agree to defend and hold each Board and all other Unit Owners harmless from any liability arising therefrom; (iv) any Retail Unit Owner (who is not Declarant or its designee) shall not, prior to the issuance of a Permanent Certificate of Occupancy, perform any work in a Retail Unit or the Retail Common Elements, which would impair or modify any non-Retail portion of the Building unless said Retail Unit Owner shall with respect to that portion of the work that impairs or modifies any non-Retail portion of the Building (a) obtain prior written consent from the Master Board and Declarant or its designee, if any, and (b) fulfill the applicable Alteration Obligations; and (v) any Parking Unit Owner (who is not Declarant or its designee) shall not, prior to the issuance of a Permanent Certificate of Occupancy, perform any work in its Parking Unit, which would impair or modify any non-Parking portion of the Building unless said Parking Unit Owner shall with respect to that portion of the work that impairs or modifies any non-Parking portion of the Building (a) obtain prior written consent from the Master Board and Declarant or its designee, if any, and (b) fulfill the applicable Alteration Obligations. The Retail Unit Owner and the Parking Unit Owner shall each have the right with regard to its Unit, without the consent of any Board, Unit Owner or other Person to amend (and/or cause the Master Board to amend) the Declaration, the Master By-Laws, and the Floor Plans and any other documentation to reflect the foregoing changes. If any of the Retail Unit(s) or Parking Unit(s) are subdivided or combined, the Owner of each Unit resulting from a subdivision or combination will generally have all of the rights (without the consent of any Board, Unit Owner or other Person) set forth above in this Section 13.1, described as pertaining to the Unit Owner of the original Retail or Parking Unit or Units in question.

13.2 Certification Regarding Common Interest Reallocation. Notwithstanding the other provisions of this Article 13, no reapportionment of the interests in the Common Elements appurtenant to any Non-Residential Unit(s) shall be made unless there is first delivered to the Master Board a written certification stating, in each case with respect to the Unit(s) in question, that the percentage interests of the affected Unit(s) in the Common Elements, immediately after such reapportionment, are consistent with the terms of this Declaration and in compliance with the terms of Section 339-i(1) of the Condominium Act. The certification referred to herein shall be executed and delivered by all of the affected Non-Residential Unit Owners or any other Person reasonably acceptable to the Master Board.

ARTICLE 14

PERSON TO RECEIVE SERVICE

14.1 The Secretary of State of the State of New York (the "Secretary of State") is hereby designated to receive service of process in any action which may be brought against the Condominium or any of the Boards. The Condominium and the Boards shall each, with respect to itself, notify the Secretary of State of the address to which a copy of any process received should be mailed.

ARTICLE 15

DETERMINATION OF PERCENTAGE OF COMMON INTEREST IN THE COMMON ELEMENTS

15.1 The Condominium. The Common Interest in the General Common Elements (the "**General Common Interest**") of each the Units has been determined, pursuant to Section 339-i(1)(iv) of the New York Condominium Act. In accordance with such method of calculation, the allocated General Common Interests have been determined based primarily upon a comparison of the floor areas of the Units, 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 any Section Common Elements for exclusive or shared use of each such Unit, and the overall dimensions of the particular Unit. The aggregate General Common Interest allocated to all of the Units equals 100%.

15.2 The Residential Section. The Common Interest in the Residential Common Elements (the "**Residential Common Interest**") of each Residential Unit has been determined, pursuant to Section 339-i(1)(iv) of the New York Condominium Act. In accordance with such method of calculation, the allocated Residential Common Interests have been determined based primarily upon a comparison of the floor areas of the Residential Units, subject to the location of such space and the additional factors of relative value to other space in the Residential Section, the uniqueness of the Residential Unit, the availability of any Residential Common Elements and/or any Residential Limited Common Elements for exclusive or shared use of each such

Residential Unit, and the overall dimensions of the particular Residential Unit. The aggregate Residential Common Interest allocated to all of the Residential Units equals 100%.

15.3 The Office Section. The Common Interest in the Office Common Elements (the "**Office Common Interest**") of each Office Unit has been determined, pursuant to Section 339-i(1)(iv) of the New York Condominium Act. In accordance with such method of calculation, the allocated Office Common Interests have been determined based primarily upon a comparison of the floor areas of the Office Units, subject to the location of such space and the additional factors of relative value to other space in the Office Section, the uniqueness of the Office Unit, the availability of any Office Common Elements for exclusive or shared use of each such Office Unit, and the overall dimensions of the particular Office Unit. The aggregate Office Common Interest allocated to all of the Office Units equals 100%.

ARTICLE 16

ENCROACHMENTS

16.1 The Condominium. If: (a) any portion of the General Common Elements encroaches upon any Section or upon any Section Common Element; (b) any Unit encroaches upon any other Unit or upon any portion of the General Common Elements or Section Common Elements; or (c) any encroachment shall hereafter occur as a result of: (i) settling or shifting of the Building; (ii) any Alteration or Repair made to the General Common Elements or the Section Common Elements in accordance with the applicable terms of this Declaration, the Master By-Laws, the Residential By-Laws and/or the Office By-Laws (as applicable) by, or with the consent (when required by the applicable By-Laws), of the Master Board and any other Board, or made by Declarant or its designee, as the case may be; or (iii) any Alteration or Repair of the Building (or any portion thereof) or of any Unit, General Common Element or Section 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, General Common Elements or Section 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 (or during any period in which it is being rebuilt or restored, in accordance with the Master By-Laws, following any such fire or other casualty, taking or eminent domain proceeding); provided that in the case of any such encroachment described in subparagraph (c) (ii) or (iii) above, such encroachment does not unreasonably interfere with the use of any of the Units for their permitted purposes and/or the use of the General Common Elements or the Section Common Elements for their intended purposes.

ARTICLE 17

FACILITIES AND ALL OTHER COMMON ELEMENTS

17.1 Except as otherwise expressly set forth in this Declaration or the Master By-Laws (or, with respect to the Residential Units, the Residential By-Laws; or, with respect to the Office Units the Office By-Laws):

(a) each Unit Owner will have, in common with all other Unit Owners and each Unit will be subject to, an easement for the use of the General Common Elements located anywhere on the Property without hindering the exercise of or encroaching upon the rights of the other Unit Owners in respect of such easement, including, but not limited to, such easement as will be necessary to maintain such Unit Owner's Unit;

(b) each Residential Unit Owner will have, in common with all other Residential Unit Owners, an easement for the use of the Residential Common Elements and any facilities located therein, including, but not limited to, such easement as will be necessary to operate and maintain as necessary, such Residential Unit Owner's Unit, and the Residential Board, on behalf of all Residential Unit Owners, shall have an easement to maintain, and to make Repairs and Alterations to, the Residential Common Elements;

(c) each Office Unit Owner will have, in common with all other Office Unit Owners, an easement for the use of the Office Common Elements and any facilities located therein, including, but not limited to, such easement as will be necessary to operate and maintain such Office Unit Owner's Unit, and the Office Board, on behalf of all Office Unit Owners, shall have an easement to maintain, and to make Repairs and Alterations to, the Office Common Elements; and

(d) each Retail Unit Owner (if more than one) will have, in common with all other Retail Unit Owners, an easement for the use of the Retail Common Elements and any facilities located therein, including, but not limited to, such easement as will be necessary to operate and maintain such Retail Unit Owner's Unit, and the Retail Board, on behalf of all Retail Unit Owners, shall have an easement to maintain, and to make Repairs and Alterations to, the Retail Common Elements.

17.2 Each Unit and the Section Common Elements shall be subject to an easement in favor of the Master Board, on behalf of all Unit Owners, to use, operate, maintain, Repair, Alter and rebuild all General Common Elements located in such Unit or elsewhere on the Property. In addition, Declarant (or its designee), the Master Board and each of the Residential Board and Office Board shall have the right to erect scaffolding and stage equipment on or upon any of the terraces for a temporary period of time in connection with maintenance and repairs of the Building and either the General Common Elements or the Section Common Elements (including, but not limited to, the Residential Limited Common Elements).

ARTICLE 18

EASEMENTS

18.1 Each Unit shall have an easement, in common with all other Units, for the use of the General Common Elements (except for Limited Common Elements).

18.2 Each Residential Unit Owner whose Residential Unit has one or more appurtenant

Residential Limited Common Elements shall have an exclusive easement for the use and enjoyment thereof. The Residential Units having the exclusive use of the Limited Common Elements are indicated on Exhibit B to this Declaration.

18.3 Declarant shall have, and the Units and Common Elements shall be subject to, an easement to use the Common Elements of the Building other than those portions which comprise Limited Common Elements, for any lawful purposes including, but not limited to, the purposes of (a) installing, utilizing, operating, maintaining, repairing, altering, rebuilding, restoring and replacing vents, plumbing lines, chases and equipment on the roofs and facade of the Building (to be located generally on roofs, exterior facades and other Common Elements including stairs and elevator bulkhead, except that to the extent same are located on any exterior façade, the same shall not materially block any window to any Unit) and elsewhere on the Common Elements and Facilities relating thereto; (b) accessing and using the Storage Bins, or any Common Elements to which Declarant has retained rights and (c) repairing the façade or other exterior portion of the Building. The aforementioned easements may be used by Declarant for its own account or the account of any designee, assignee, tenant, licensee or other transferee of Declarant or any purpose permitted by Law, and shall remain in effect after the Control Period and after the Declarant no longer owns any Units in the Building in perpetuity.

18.4 Declarant and its designees, without the consent of any Board, Unit Owner or any holder of a mortgage encumbering a Unit and their respective affiliates, successors, assigns, invitees, licensees, contractors, employees and tenants, shall have an easement in, on, over and across all areas of the Property (including, without limitation, each Unit, General Common Elements, Office Common Elements, Residential Common Elements, Residential Limited Common Elements, Retail Common Elements), for (i) the use of, obtaining access to, inspection, maintenance and performance of alterations, replacements and repairs to and installation, replacement and maintenance of Facilities, equipment and personal property in, Units owned by such Declarant or such Unit Owner, as the case may be, (ii) in the case of Declarant and its designees, and their respective affiliates, successors, assigns, invitees, licensees, contractors, employees and tenants, construction of or improvement to the Building or any part thereof and completing the improvements to the Building as described in the Plan and fulfilling the obligations of the Declarant under the Plan and any other lawful purpose as reasonably required for the maintenance and for improvements of its Units); provided (x) Declarant, such Unit Owner or their respective designees, as the case may be, repairs any resulting physical damage to the Unit or Common Elements, as the case may be, and restores the damaged portion to substantially the physical condition it was in prior to such entry and (y) Declarant, such Unit Owner or their respective designees, as the case may be, provides reasonable prior notice to the Owner of the Unit to which access is required (or the Master Board in the case of any portion of General Common Elements). In the exercise of the foregoing easement, Declarant and its designees, (without the consent of any Board) may make temporary penetrations in a Unit or the Common Elements to obtain such access and for the other purposes described above, subject to the foregoing provisos as set forth above.

18.5 Declarant and its designees shall have an easement, without the necessity of obtaining the consent of any Board, any Unit Owner or any holder of a mortgage encumbering a Unit, over the Property, including each Unit and the Common Elements (including, without

limitation, the stairways, walkways, elevators, vestibules and other public spaces within the Property) (i) for access to, and to install, erect, construct, operate, use, maintain, repair and replace roof antennas, telecommunications and other communications equipment on a roof, in such locations as Declarant shall determine from time to time but excluding on a Terrace (other than any Terrace which is a Limited Common Element appurtenant to any of its Unsold Units), (ii) to run wiring, cables, lines, conduits and equipment through any vertical chases (including, without limitation, elevator shafts and stairwells), horizontal chases and other chases in the Building for purposes of connection to Building roof antennas, telecommunications and other communications equipment and (iii) to collect any and all income derived from the such antennas, telecommunications and other communications equipment (such easement and all appurtenant rights as described above, collectively, the "Declarant's Communications Rights"). Declarant shall have the right to grant to any party (whether or not a Unit Owner) the Declarant's Communications Rights, whether on an exclusive or non-exclusive basis, as Declarant may elect and such grantee(s) (and their successors and assigns) may, in turn, assign their Declarant's Communications Rights on an exclusive or non-exclusive basis, as they may determine. Subject to and without limiting any of Declarant's Communications Rights as provided above, if any Board receives any offer or solicitation of any type whatsoever from any entity interested in, or that would otherwise entail the use of communications rights, Building roof antennas, telecommunications or other communications equipment at the Property, said Board shall notify Declarant, and Declarant shall have the right for forty-five (45) days following notice from the Board, to notify the Board that it (i.e., the Declarant or its designee) intends to enter into an agreement with the offeror. The Declarant or its designee, shall thereafter have a period of one hundred twenty (120) days to consummate such agreement, failing which the Board may consummate an agreement with the offeror.

18.6 The Common Elements shall be subject to non-exclusive easements in favor of such communications firm(s) selected by Declarant and its designees as may be necessary to provide such telecommunications services and satellite dish services and similar communication services as may be described in such written agreements as may be entered into by Declarant or its designee, for the installation, maintenance, repair, replacement and removal of a satellite dish and antennas and any and all similar or dissimilar telecommunication and/or other communications equipment and facilities including, without limitation, cables, wires, conduits, horizontal and vertical risers, shafts, terminals, multiplexes and other equipment and apparatus. In addition, such telecommunications firms shall have an easement for access to each Unit for the maintenance, repair and replacement of any of the foregoing equipment, if situated within such Unit.

18.7 Declarant and its designees (or both) and their respective successors and assigns, agents, servants, contractors and employees shall have an easement over, and shall have the right of access to, the exterior walls and if necessary or desirable, access to the roofs of the Building and to other portions of the Building, whether interior or exterior, as may be necessary or desirable for the installation, maintenance, replacement or repair of signs whether related to or unrelated to any business operating within the Building or the sale or rental of any Unit or any portion thereof, or for any other lawful purpose, as Declarant or its designee deem appropriate. Declarant and its designee shall not be obligated to pay any fee to the Condominium, nor shall the Condominium be entitled to receive any proceeds from the use of the walls or the roof relating to placing signs on the Building.

No exterior signs installed by the Declarant (including, without limitation, any plaque imbedded in any exterior wall) shall be removed or altered at any time without the express written consent of the Declarant. The right to install any such signage shall include the right to install, in or upon the walls of the Building such equipment, hooks, supports, materials or, scaffolds as may be necessary to affix the signs to the exterior of the Building.

18.8 If a Non-Residential Unit is owned by the Declarant or its designee, no Board approval of signage and/or awnings shall be required. The Declarant shall have an easement to install any signs that the Declarant deems appropriate whether or not such signs are related to the use of said Non-Residential Unit, provided only that any such signs comply with all governmental rules and regulations relating to any such sign installation. Furthermore, if Declarant or its designee shall lease such a Unit, Declarant or its designee shall have the right to extend such easement to its commercial tenant so long as such tenant shall install its signage only within a specifically designated area of the Building as determined solely by Declarant.

18.9 If a Non-Residential Unit is not owned by Declarant or its designee, the Unit Owner of said Non-Residential Unit shall obtain Board approval of signage and/or awnings as determined by the applicable Board. Notwithstanding the foregoing, an Office Unit Owner is entitled, without consent, to list its name in the designated Office Directory located in the first floor directory. Furthermore, a Retail Unit Owner may install nameplates and/or identification signage within the area designated by Declarant, its designee or the appropriate Board, and may install signage within its storefront, provided that such signage complies with all applicable municipal codes and or regulations.

18.10 Each Board and each Unit Owner shall grant a right of access to Declarant, its designees, contractors, subcontractors, agents and employees, over, as applicable, (i) the Common Elements and each Unit for the purpose of completing construction of the Building and fulfilling Declarant's obligations as set forth herein, and (ii) Common Elements, even after Declarant owns no Unsold Units, in order to show such Common Elements (except Limited Common Elements appurtenant to Units owned by Unit Owners other than Declarant) in connection with showcasing the Building to third parties, provided that access thereto is exercised in such a manner as would not unreasonably interfere with the use of the Units and Common Elements.

18.11 The Residential Board, Office Board and Retail Board (hereinafter "Section Boards", each a "Section Board", as such term is further defined in this Declaration) as well as the Master Board shall have the right of access and egress to any Unit for the purposes of obtaining access and repairing, maintaining, inspecting or improving any Common Elements or Limited Common Elements of the specific Section Board's Section, located therein or for the purpose of making inspections of the Unit or any such Common Elements located in the Unit or to repair any other portion of the Building or any other Unit for which access to the Unit or its Limited Common Elements would be necessary or desirable and/or the reading of utility meters. To the extent that a Board has any obligation to make repairs and improvements in and to any of the Units or the Common Elements located therein, the failure of a Unit Owner to permit access to the Unit, after a Board's prior reasonable request for access, shall release the Board from any obligation it may have had, if any, to make any such repairs or improvements.

18.12 Notwithstanding anything to the contrary, Declarant, its designees, invitees, licensees, contractors, employees, agents and tenants shall have an easement in, over, under, through and upon the Common Elements to use the same, without being subject to any fee or charge, for all purposes and activities in connection with the sale or renting of Unsold Units. In addition, Declarant shall have the right to use one or more portions of the Common Elements, as designated by Declarant, in its sole discretion, for sales, rental, or display purposes, which right shall include, without limitation, the right to place "for sale," "for rent" and other signs and promotional materials of such size and content as Declarant shall determine, in, on, about and adjacent to the Building (including on the exterior walls thereof) and the Property.

18.13 In addition, each Board (in connection with its Section) and the Declarant and its designee (or both) shall have an easement to install pipes, conduits, wires, ducts and other facilities along the walls and above the ceilings of any of the Units.

18.14 Each Unit Owner shall have an easement in common with the other Unit Owners for the use, maintenance, repair and replacement of all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units or elsewhere in the Property and serving his or her Unit. Each Unit shall be subject to an easement in favor of the other Unit Owners for the use, maintenance, repair and replacement of all pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit.

18.15 Declarant shall have an easement, to construct, maintain, repair, install or replace ventilation flues or other mechanical equipment, running up the side of the Building or running within the Building, or to be placed on the roofs of the Building, at any time after the recording of this Declaration, in accordance with Law.

18.16 Declarant shall have an easement to use the sidewalks and Public Plaza surrounding portions of the Building for purposes permitted by Law.

18.17 Each Unit shall be subject to easements in favor of any utility company for construction, use, maintenance, repair and replacement of all utility lines, wires, terminal boxes, mains, pipes, cables, conduits, and other equipment and facilities in, under, over and across the Land and Building.

18.18 Each Unit Owner shall have, in the case of fire or other emergency, an easement for the use, for egress purposes only, of all egress stairs and through such portions of any Unit and Limited Common Elements as may be required for egress.

18.19 Each Unit and the Common Elements shall have an easement of support, subjacency and necessity and shall be subject to such easement in favor of all the Units and the Common Elements.

18.20 The Boards and each of the Unit Owners using any of the easements or exercising any of the rights of ingress, egress or other rights granted to them by any other Unit Owners, or Declarant shall indemnify and hold harmless the granting Unit Owner and Declarant and its

designees from and against all claims, liabilities, costs and expenses (including, without limitation, liability for reasonable attorneys' fees and disbursements) arising out of, or relating to, their respective use of such easement(s) or exercise of such rights.

18.21 The Retail Unit includes the Loading Dock located on the first floor of the Base. Declarant, Declarant's designee, the Unit Owners, each Board and the Managing Agent will all have an easement to use said Loading Dock until such time as another loading dock is created. If a second loading dock is available, Declarant (and/or its designee) shall have the right, in its sole discretion, to either retain, modify or terminate the easement. If Declarant or its designee elect to terminate the easement, then, upon termination, the existing Loading Dock will be used solely by the Retail Unit.

ARTICLE 19

POWER OF ATTORNEY TO THE BOARDS

19.1 From Residential Unit Owners. Each Residential Unit Owner shall grant to the persons who shall from time to time constitute:

(a) the Residential Board, an irrevocable power of attorney, coupled with an interest (in such form and with such content as the Residential Board shall determine) to: (i) purchase or otherwise acquire in the name of the Residential Board or its designee, corporate or otherwise, on behalf of all Residential Unit Owners any Residential Unit, together with its Appurtenant Interests: (A) in connection with the enforcement of the Residential Board's lien for unpaid Residential Common Charges; or (B) that becomes the subject of a foreclosure or other similar sale; on such terms, including, without limitation, price (with respect to clause (B) immediately above) as said attorneys-in-fact shall deem proper, (ii) acquire or lease on behalf of all Residential Unit Owners any Residential Unit, together with its Appurtenant Interests, whose Owner desires to sell, convey, transfer, assign or lease the same; (iii) acquire on behalf of all Residential Unit Owners any Residential Unit, together with its Appurtenant Interests, whose Owner elects to surrender the same pursuant to the terms of the Residential By-Laws; (iv) purchase or otherwise acquire any Residential Unit, together with its Appurtenant Interests, which becomes the subject of a foreclosure or other similar sale, or with respect to which liens for real estate taxes are being sold, in each case 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 manage, convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote the General Common Interest or Residential Common Interest appurtenant to) any such Residential Unit so acquired by them, or to sublease any such Residential Unit so leased by them without the necessity of further authorization by the Residential Unit Owners or any other Person, on such terms as the attorney-in-fact may determine; and (v) execute, acknowledge and deliver: (A) any declaration or other instrument affecting the Residential Section which the Residential Board deems necessary or appropriate to comply with any Laws applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Residential Section, or (B) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting only the Residential Section which the Residential Board, in its reasonable discretion, deems necessary or appropriate; and

(b) the Master Board, an irrevocable power of attorney, coupled with an interest (in such form and content as the Master Board shall determine) to: (i) purchase or otherwise acquire in the name of the Master Board or its designee, corporate or otherwise, on behalf of all Unit Owners, title to any Residential Unit, together with its Appurtenant Interests: (A) in connection with the enforcement of the Master Board's lien for unpaid Residential Common Charges; or (B) that becomes the subject of a foreclosure or other similar sale; on such terms, including, without limitation, price (with respect to clause (B) immediately above) as said attorneys-in-fact shall deem proper; (ii) convey, sell, lease, mortgage, or otherwise deal with (but not to vote the General Common Interest or Residential Common Interest appurtenant to) any Residential Unit so acquired or to sublease any Residential Unit so leased by them, without the necessity of any authorization by the Residential Unit Owners or any other Person, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in and to said Unit which the undersigned could do if personally present; (iii) execute, acknowledge, deliver and (if determined to be necessary or desirable by said attorneys-in-fact) cause to be recorded in the City Register's Office: (A) any declaration or other instrument affecting the Condominium that the Master Board deems necessary or appropriate to comply with any Laws applicable to the maintenance, demolition, construction, Alteration or Repair of the Condominium; or (B) any consent, covenant, restriction, easement or declaration, or amendment thereto, affecting the Condominium or any of the General Common Elements, that the Master Board deems necessary or appropriate, provided that in no event shall the Master Board execute, acknowledge and deliver any document pursuant to clause (iii)(B) of this sentence prior to the approval thereof by any Residential Unit Owner(s) whose Residential Unit is affected, unless such approval is expressly not required under any of the provisions hereof or of the Master By-Laws or the Residential By-Laws.

19.2 From Office Unit Owners. Each Office Unit Owner shall grant to the persons who shall from time to time constitute:

(a) the Office Board, an irrevocable power of attorney, coupled with an interest (in such form and with such content as the Office Board shall determine) to: (i) purchase or otherwise acquire in the name of the Office Board or its designee, corporate or otherwise, on behalf of all Office Unit Owners any Office Unit, together with its Appurtenant Interests: (A) in connection with the enforcement of the Office Board's lien for unpaid Office Common Charges; or (B) that becomes the subject of a foreclosure or other similar sale; on such terms, including, without limitation, price (with respect to clause (B) immediately above) as said attorneys-in-fact shall deem proper; (ii) acquire or lease on behalf of all Office Unit Owners any Office Unit, together with its Appurtenant Interests, whose Owner desires to sell, convey, transfer, assign or lease the same; (iii) acquire on behalf of all Office Unit Owners any Office Unit, together with its Appurtenant Interests, whose Owner elects to surrender the same pursuant to the terms of the Office By-Laws; (iv) purchase or otherwise acquire any Office Unit, together with its Appurtenant Interests, which becomes the subject of a. foreclosure or other similar sale, or with respect to which liens for real estate taxes are being sold, in each case 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 Office Board or its designee (corporate or otherwise), on behalf of all Office Unit Owners, and after any such acquisition or leasing, to manage, convey, sell, lease, sublease, mortgage or otherwise deal

with (but not vote the General Common Interest or Office Common Interest appurtenant to) any such Office Unit so acquired by them, or to sublease any such Office Unit so leased by them without the necessity of further authorization by the Office Unit Owners or any other Person, on such terms as the attorneys-in-fact may determine; and (v) execute, acknowledge and deliver: (A) any declaration or other instrument affecting the Office Section which the Office Board deems necessary or appropriate to comply with any Laws applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Office Section, or (B) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting only the Office Section which the Office Board, in its reasonable discretion, deems necessary or appropriate; and

(b) the Master Board, an irrevocable power of attorney, coupled with an interest (in such form and content as the Office Board shall determine) to: (i) purchase or otherwise acquire in the name of the Master Board or its designee, corporate or otherwise, on behalf of all Unit Owners, title to any Office Unit, together with its Appurtenant Interests: (A) in connection with the enforcement of the Master Board's lien for unpaid Office Common Charges; or (B) that becomes the subject of a foreclosure or other similar sale; on such terms, including, without limitation, price (with respect to clause (B) immediately above) as said attorneys-in-fact shall deem proper; and (ii) convey, sell, lease, mortgage, or otherwise deal with (but not to vote the General Common Interest or Office Common Interest appurtenant to) any Office Unit so acquired or to sublease any Office Unit so leased by them, without the necessity of any authorization by the Unit Owners or any other Person, on such terms as said attorneys-in-fact may determine, granting to said attorney-in-fact the power to do all things in and to said Unit which the undersigned could do if personally present; (iii) execute, acknowledge, deliver and (if determined to be necessary or desirable by said attorneys-in-fact) cause to be recorded in the City Register's Office: (A) any declaration or other instrument affecting the Condominium that the Master Board deems necessary or appropriate to comply with any Laws applicable to the maintenance, demolition, construction, Alteration or Repair of the Condominium; or (B) any consent, covenant, restriction, easement or declaration, or amendment thereto, affecting the Condominium or any of the General Common Elements, that the Master Board deems necessary or appropriate, provided that in no event shall the Master Board execute, acknowledge and deliver any document pursuant to clause (iii)(B) of this sentence prior to the approval thereof by any Office Unit Owner(s) whose Office Unit is affected, unless such approval is expressly not required under any of the provisions hereof or of the Master By-Laws or the Office By-Laws.

19.3 From Retail Unit Owner and Parking Unit Owner. Each of the Retail Unit Owner and the Parking Unit Owner shall grant to the persons who shall from time to time constitute the Master Board an irrevocable power of attorney, coupled with an interest (in such form and content as the Master Board shall determine): (i) to purchase or otherwise acquire on behalf of all Unit Owners any Unit, together with its Appurtenant Interests, with respect to which liens for real estate taxes are being sold; (ii) to acquire any Unit, together with its Appurtenant Interests, whose Unit Owner elects to surrender the same to the Master Board as may be provided pursuant to the Master By-Laws to the extent the waiver with respect to the right to surrender such Unit set forth therein is inapplicable or unenforceable; (iii) to purchase or otherwise acquire any Unit, together with its Appurtenant Interests, which becomes the subject of a foreclosure or other similar sale, on such terms and at such price, as the attorneys-in-fact deem proper, in the name of the Master Board or its designee (corporate or otherwise), on behalf of all Unit Owners, and after any such

acquisition, to convey, sell, lease, license, mortgage or otherwise deal with (but not vote the General Common Interest or Section Common Interest (if any) appurtenant to) any such Unit so acquired by them without the necessity of further authorization by any of the Unit Owners, other Boards or any other Person, on such terms as the said attorneys-in-fact may determine; and (iv) to execute, acknowledge and deliver: (a) any declaration or other instrument affecting the Property or the Condominium which the Master Board deems reasonably necessary or appropriate to comply with any Laws applicable to the maintenance, demolition, construction, Alteration or Repair of the Property or the Condominium; or (b) any-consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Property or the Condominium that the Master Board deems necessary or appropriate, provided that in no event shall the Master Board execute, acknowledge and deliver any document pursuant to clause (iv)(b) of this sentence prior to the approval thereof by any Unit Owner(s) whose Unit is affected, unless such approval is expressly not required under any of the provisions hereof or of the Master By-Laws.

19.4 Each Unit Owner shall grant to Declarant a power of attorney to amend this Declaration and to effectuate the rights granted to Declarant under this Declaration and the Master By-Laws and to consent on behalf of each Unit Owner, as a party in interest, to any declaration or other agreement effecting a merger or division of the zoning lot in which the Property is located, with any other tax lots to form a single zoning lot (the "Merger") for the purpose of transferring to or from Declarant, or its successors or assigns, all or any portion of the development rights, if any.

ARTICLE 20

ACQUISITIONS OF UNITS BY THE BOARDS

20.1 By the Residential Board. If: (a) any Residential Unit Owner surrenders its Unit to the Residential Board, together with its Appurtenant Interests pursuant to the provisions of Section 339-x of the New York Condominium Act; (b) the Residential Board, pursuant to the Residential By-Laws, acquires or leases a Unit, together with its Appurtenant Interests; or (c) the Residential Board purchases, at a foreclosure or other similar sale, a Unit, together with its Appurtenant Interests, then, in any such event, title to any such Unit, together with its Appurtenant Interests, shall be held by the Residential Board or its designee, on behalf of all Residential Unit Owners, in proportion to their respective interests in the Residential 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 interests in the Residential Common Elements.

20.2 By the Office Board. If: (a) any Office Unit Owner surrenders its Unit to the Office Board, together with its Appurtenant Interests pursuant to the provisions of Section 339-x of the New York Condominium Act; (b) the Office Board, pursuant to the Office By-Laws, acquires or leases a Unit, together with its Appurtenant Interests; or (c) the Office Board purchases, at a foreclosure or other similar sale, a Unit, together with its Appurtenant Interests, then, in any such event, title to any such Unit, together with its Appurtenant Interests, shall be held by the Office Board or its designee, on behalf of the Office Unit Owners, in proportion to

their respective interests in the Office Common Elements. The lease or sublease covering any Office Unit leased or subleased by the Office Board or its designee shall be held by the Office Board or its designee, corporate or otherwise, on behalf of the Office Unit Owners in proportion to their respective interests in the Office Common Elements.

20.3 By the Retail Board. If, upon the formation of a Retail Board: (a) any Retail Unit Owner surrenders its Unit to the Retail Board, together with its Appurtenant Interests pursuant to the provisions of Section 339-x of the New York Condominium Act; (b) the Retail Board, pursuant to the Master By-Laws, acquires or leases a Unit, together with its Appurtenant Interests; or (c) the Retail Board purchases, at a foreclosure or other similar sale, a Unit, together with its Appurtenant Interests, then, in any such event, title to any such Unit, together with its Appurtenant Interests, shall be held by the Retail Board or its designee, on behalf of the Retail Unit Owners, in proportion to their respective interests in the Retail Common Elements. The lease or sublease covering any Retail Unit leased or subleased by the Retail Board or its designee shall be held by the Retail Board or its designee, corporate or otherwise, on behalf of the Retail Unit Owners in proportion to their respective interests in the Retail Common Elements.

20.4 By the Master Board. If: (a) the Parking Unit Owner surrenders its Unit to the Master Board to the extent permitted and provided herein and the Master By-Laws, together with its Appurtenant Interests pursuant to the provisions of Section 339-x of the New York Condominium Act; or (b) the Master Board purchases, at a foreclosure or other similar sale, the Parking Unit, together with its Appurtenant Interests, then, in any such event, title to any such Unit, together with its Appurtenant Interests, shall be held by the Master Board or its designee, on behalf of all Unit Owners, in proportion to their respective interests in the General Common Elements. The lease or sublease covering the Parking Unit leased or subleased by the Master Board or its designee shall be held by the Master Board or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective interests in the General Common Elements.

20.5 As used in this Article 20, "**Appurtenant Interests**" means

(a) with respect to a Residential Unit: (i) the undivided interest in the Residential Common Elements appurtenant thereto; (ii) the undivided interest in the General Common Elements appurtenant thereto; (iii) the interest of the Residential Unit Owner of such Unit in any other Residential Units owned at the time in question by the Residential Board or its designee on behalf of all Residential Unit Owners, or the proceeds of the sale or lease of any such Residential Units theretofore acquired; (iv) the interest of the Residential Unit Owner of such Unit in any other Units owned at the time in question by the Master Board or its designee on behalf of all Unit Owners, or the proceeds of the sale or lease of any such Units theretofore acquired; and (v) the interest of the Residential Unit Owner of such Unit in all other assets of the Residential Board and the Master Board of the Condominium, respectively;

(b) with respect to an Office Unit: (i) the undivided interest in the Office Common Elements appurtenant thereto; (ii) the undivided interest in the General Common Elements appurtenant thereto; (iii) the interest of the Office Unit Owner of such Unit in any other Office Units owned at the time in question by the Office Board or its designee on behalf of all

Office Unit Owners, or the proceeds of the sale or lease of any such Office Units theretofore acquired; (iv) the interest of the Office Unit Owner of such Unit in any other Units owned at the time in question by the Master Board or its designee on behalf of all Unit Owners, or the proceeds of the sale or lease of any such Units theretofore acquired; and (v) the interest of the Office Unit Owner of such Unit in all other assets of the Office Board and the Master Board of the Condominium, respectively;

(c) with respect to a Retail Unit: (i) the undivided interest in the Retail Common Elements appurtenant thereto; (ii) the undivided interest in the General Common Elements appurtenant thereto; (iii) the interest of the Retail Unit Owner of such Unit in any other Retail Units owned at the time in question by the Retail Board or its designee on behalf of all Retail Unit Owners, or the proceeds of the sale or lease of any such Retail Units theretofore acquired; (iv) the interest of the Retail Unit Owner of such Unit in any other Units owned at the time in question by the Master Board or its designee on behalf of all Unit Owners, or the proceeds of the sale or lease of any such Units theretofore acquired; and (v) the interest of the Retail Unit Owner of such Unit in all other assets of the Retail Board and the Master Board of the Condominium, respectively;

(d) with respect to a Parking Unit: (i) the undivided interest in the General Common Elements appurtenant thereto; (ii) the interest of the Parking Unit Owner of such Unit in any other Units owned at the time in question by the Master Board or its designee on behalf of all Unit Owners, or the proceeds of the sale or lease of any such Units theretofore acquired; and (iii) the interest of the Parking Unit Owner of such Unit in all other assets of the Master Board or the Condominium.

ARTICLE 21

COVENANTS RUNNING WITH THE LAND

21.1 Applicability. All provisions of this Declaration, the Master By-Laws, the Residential By-Laws, the Office By-Laws, the Residential Rules and Regulations and the Office Rules and Regulations (true copies of which are annexed hereto and made a part hereof), as may be adopted and amended from time to time, including, without limitation, the provision of this Article 21, 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 shall be binding upon, and inure to the benefit of, the Unit Owners of all or any part thereof, or interest therein and his heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in, or for the benefit of, the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to, and shall comply with, the provisions of this Declaration, the Master By-Laws, the Master Rules and Regulations, the Residential By-Laws, the Office By-Laws, the Residential Rules and Regulations and the Office Rules and Regulations, as they may be amended from time to time.

21.2 Subordination; Non-Disturbance. Notwithstanding anything in Section 21.1, however, at the request of any of the Retail Unit Owner or the Parking Unit Owner made from time to time, the Master Board (and the Retail Board in the case of multiple Retail Units) shall, at the sole cost and expense of the requesting Unit Owner, execute and deliver a non-disturbance agreement (in such form as may be reasonably proposed by the requesting Unit Owner and reasonably acceptable to the Master Board (and the Retail Board in the case of a Retail Unit), a "Non-Disturbance Agreement") to any occupant of such Unit Owner's Unit.

21.3 Deemed Acceptance of Condominium Documents. The acceptance of a deed or conveyance or the entering into a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the Master By-Laws, the Residential By-Laws, the Office By-Laws, the Residential Rules and Regulations and the Office Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such Unit Owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the Land and shall bind any person having, at any time, any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

21.4 Unenforceability. If any provision of this Declaration, the Master By-Laws, the Residential By-Laws or the Office By-Laws is invalid under, or would cause this Declaration, the Master By-Laws, the Residential By-Laws or the Office By-Laws to be insufficient to submit the Property to the provisions of the New York Condominium Act, such provisions shall be deemed deleted from this Declaration, the Master By-Laws, the Residential By-Laws or the Office By-Laws, as the case may be, for the purpose of submitting the Property to the provisions of the New York Condominium Act, but shall, nevertheless, be valid and binding upon, and inure to the benefit of, the Unit Owners 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, with the same force and effect as if, immediately after the recording of this Declaration, the Master By-Laws, the Residential By-Laws and the Office By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provisions as a covenant running with the land. If any provision, which is necessary to cause this Declaration, the Master By-Laws, the Residential By-Laws or the Office By-Laws to be sufficient to submit the Property to the provisions of the New York Condominium Act, is missing from this Declaration, the Master By-Laws, the Residential By-Laws or the Office By-Laws, then such provision shall be deemed included as part of this Declaration, the Master By-Laws, the Residential By-Laws or the Office By-Laws, as the case may be, for the purposes of submitting the Property to the provisions of the New York Condominium Act.

ARTICLE 22

AMENDMENTS OF DECLARATION

22.1 Subject to the provisions contained herein, in the Master By-Laws, the Residential By-Laws or the Office By-Laws, with respect to amendments, modifications, additions, or deletions affecting Declarant or its designee and its respective successors and assigns or any

Unsold Units, any provision of this Declaration affecting the General Common Elements, the Condominium or all Unit Owners, may be added to, amended, modified or deleted by the vote of at least sixty-six and two thirds (66-2/3%) percent in number and in General Common Interest of all Unit Owners taken in accordance with the provisions of the Master By-Laws, or in lieu of a meeting, any amendment may be approved in writing by sixty-six and two thirds (66-2/3%) percent in number and in General Common Interest of all Unit Owners, provided, however, that, except as otherwise provided herein, the General Common Interest appurtenant to each Unit as expressed in this Declaration shall not be altered without the written consent of all Unit Owners affected. No such amendment, modification, addition or deletion shall be effective until recorded in the New York City Register's Office. Subject to the provisions contained herein or in any of the By-Laws, with respect to amendments, modifications, additions or deletions affecting Declarant or its designee and its respective successors and assigns or any Unsold Units, any such amendment, modification, addition or deletion shall be executed by the appropriate Board as attorney in-fact for the Unit Owners, coupled with an interest, which the Master Board, or the appropriate Section Board, is hereby authorized by the Unit Owners so to act as their attorney in fact.

22.1.1 Notwithstanding the foregoing, the holders of mortgages on Residential Units may, at their election, designate a representative(s) (not to exceed three (3) in number) ("**Residential Mortgagee Representatives**") to act upon any and all amendments to this Declaration, and if such representative(s) is (are) designated and written notice thereof is given to the Master Board by certified mail addressed to the office of the Condominium, then any amendment to this Declaration shall require the written approval of said representative(s) (by a majority vote if more than one). Notwithstanding the foregoing, if the Residential Mortgagee Representatives fail to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal (given by certified or registered mail, return receipt requested), the Residential Mortgagee Representatives shall be deemed to have approved the proposed amendment.

22.1.2 Notwithstanding the foregoing, the holders of mortgages on Office Units may, at their election, designate a representative(s) (not to exceed three (3) in number) ("**Office Mortgagee Representatives**") to act upon any and all amendments to this Declaration, and if such representative(s) is (are) designated and written notice thereof is given to the Master Board by certified mail addressed to the office of the Condominium, then any amendment to this Declaration shall require the written approval of said representative(s) (by a majority vote if more than one). Notwithstanding the foregoing, if the Office Mortgagee Representatives fail to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal (given by certified or registered mail, return receipt requested), the Office Mortgagee Representatives shall be deemed to have approved the proposed amendment.

22.1.3 Notwithstanding the foregoing, the holders of mortgages on the Retail Unit(s) may, at their election, designate a representative(s) (not to exceed three (3) in number) ("**Retail Mortgagee Representatives**") to act upon any and all amendments to this Declaration, and if such representative(s) is (are) designated and written notice thereof is given to the Master Board by certified mail addressed to the office of the Condominium, then any amendment to this Declaration shall require the written approval of said representative(s) (by a majority vote if more

than one). Notwithstanding the foregoing, if the Retail Mortgagee Representatives fail to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal (given by certified or registered mail, return receipt requested), the Retail Mortgagee Representatives shall be deemed to have approved the proposed amendment.

22.1.4 Notwithstanding the foregoing, the holders of mortgages on the Parking Unit(s) may, at their election, designate a representative(s) (not to exceed three (3) in number) ("**Parking Mortgagee Representatives**") to act upon any and all amendments to this Declaration, and if such representative(s) is (are) designated and written notice thereof is given to the Master Board by certified mail addressed to the office of the Condominium, then any amendment to this Declaration shall require the written approval of said representative(s) (by a majority vote if more than one). Notwithstanding the foregoing, if the Parking Mortgagee Representatives fail to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal (given by certified or registered mail, return receipt requested), the Parking Mortgagee Representatives shall be deemed to have approved the proposed amendment.

22.1.5 The Residential Mortgagee Representatives, the Office Residential Mortgagee Representatives, the Retail Mortgagee Representatives and the Parking Mortgagee Representatives are sometimes referred to herein collectively as the "**Mortgagee Representatives**."

22.1.6 Notwithstanding the foregoing and subject to the rights of Declarant or its designee and its respective successors and assigns under the terms of this Declaration and the By-Laws, the provisions of Article 10 of this Declaration may not be amended, modified, added or deleted unless (in addition to the consent, if required, of Mortgagee Representatives, if any, as set forth above) eighty (80%) percent in number and in Common Interest of all Unit Owners thereby approve such amendment, modification, addition or deletion in the manner set forth above.

22.2 If the number of rooms in an Unsold Unit is changed, or the size and/or number of Unsold Units is changed (whether as a result of a subdivision or combination of Unsold Units or alteration of boundary walls between Unsold Units, or otherwise) and the appurtenant percentage interest in the Common Elements is reapportioned as a result thereof, then the Declarant or its designee and its respective successors and assigns shall have the right to execute, or (on its request) to require any other Unit Owner or the Master Board to execute and record in the City Register's Office and elsewhere, if required by law, an amendment to this Declaration (together with such other documents as deemed appropriate to effectuate the same), reflecting such change in the number of rooms in an Unsold Unit or in the size and/or number of Unsold Units (whether as a result of said subdivision, combination, alteration or otherwise) and the reapportionment of the Common Interests resulting therefrom, all without the approval of the Master Board, the Unit Owners or Mortgagee Representatives, if any.

22.3 Notwithstanding anything contained in the Condominium Documents to the contrary, but subject to any limitation imposed by the Condominium Act, no Amendment to the Condominium Documents shall be adopted which would:

22.3.1 interfere with the sale, lease or other disposition of an Unsold Unit;

22.3.2 abridge, modify, suspend, eliminate or otherwise affect any right, power, easement, privilege or benefit reserved to Declarant or its designee (as Owner of a Unit);

22.3.3 impose any discriminatory charge or fee against Declarant or its designee, unless Declarant or such designee shall consent thereto, by joining in the execution of such Amendment; or

22.3.4 change the permitted use of any Unit or such Unit's Common Interest, unless the Owner of such affected Unit shall consent thereto by joining in the execution of such Amendment.

22.4 The provisions of 22.1 and 22.2 may not be modified, amended, added to or deleted, in whole or in part, without the prior written consent of Declarant or its designees and its respective successors and assigns (so long as the Declarant or its designee and its respective successors and assigns own any Unsold Units).

ARTICLE 23

TERMINATION OF CONDOMINIUM

23.1 The Condominium shall continue and the Property shall not be subject to an action for partition until (a) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in the Master By-Laws, or (b) such time as withdrawal of the Property from provisions of the New York Condominium Act is authorized by a vote of at least eighty (80%) percent in number and aggregate of the General 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 a majority of the Residential Mortgagee Representatives, if any, and a majority of the Office Mortgagee Representatives, if any; and (b) without the written consent of Declarant or any other owner of Unsold Units for so long as such Person owns any Unsold Unit(s). Declarant will not vote its interests appurtenant to any Unsold Units for such withdrawal unless at least eighty (80%) percent in number and aggregate of the General Common Interest of all Unit Owners so elect for such withdrawal, at which time Declarant may choose to vote either in favor of or against withdrawal from condominium ownership, as it sees fit. In the event said withdrawal is authorized as aforesaid, the Property shall be subject to an action for the 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 General Common Interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid from out of his share of such net proceeds all liens on his Unit, in the order of priority of such liens.

23.2 To the fullest extent permitted by Law, each Unit Owner shall be deemed to have waived any right to seek partition of the Property. In the event said withdrawal is authorized as aforesaid, and only to the extent the waiver contained in the preceding sentence shall be

inapplicable or unenforceable, 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, together with the net proceeds of any applicable insurance policies, shall be divided among all Unit Owners: (i) first, by apportioning such proceeds among the Residential Units (in the aggregate), the Office Units (in the aggregate), the Retail Unit (in the aggregate if more than one) and the Parking Unit (in the aggregate if more than one) pursuant to an appraisal of fair market values to be performed by a panel of three (3) independent appraisers (one of whom shall be selected by the Residential Board, one of whom shall be selected by the Office Board, and one of whom shall be selected by the Master Board); and (ii) then, among the Unit Owners of each class of Unit in proportion to their respective General Common Interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of its share of such funds, such amounts as may be necessary to discharge all unpaid liens on its Unit (other than mortgages which are not Permitted Mortgages) in the order of the priority of such liens.

ARTICLE 24

WAIVER

24.1 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 25

CAPTIONS

25.1 The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof.

ARTICLE 26

CERTAIN REFERENCES

26.1 A reference in this Declaration to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires.

26.2 The terms "herein," "hereof" or "hereunder," or similar terms used in this Declaration, refer to this entire Declaration and not to the particular provision in which the terms are used.

26.3 Unless otherwise stated, all references herein to Articles, sections or other provisions are references to Articles, sections or other provisions of this Declaration.

26.4 Unless otherwise stated, whenever Declarant is given a right under this Declaration, such right shall also accrue to Declarant's designees, whether or not it is specifically provided for in this Declaration.

ARTICLE 27

SEVERABILITY

27.1 Subject to the provisions of Article 21.4, 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 enforceable to the fullest extent permitted by law.

ARTICLE 28

COVENANT OF FURTHER ASSURANCES

28.1 Any party, which is subject to the terms of this Declaration, 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 at the expense of any such other party (or the holder of a lien on its Unit) requesting the same, execute, acknowledge and deliver to such other party (or the holder of a lien on its Unit) such instruments, in addition to those specifically provided for herein, and take such other action, as such other party (or the holder of a lien on its Unit) 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.

28.2 If any Unit Owner, Board or any other party, which is subject to the terms of this Declaration, fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) days after request therefor, to take any action which such Unit Owner, Board or other party is required to take pursuant to this Declaration and/or any of the By-Laws, and such failure continues for an additional ten (10) day period following receipt of a second written request therefor (together with written advice that the requesting party shall be entitled to take specified action upon the recipient's failure or refusal to perform) then each Board 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.

28.3 If any Unit Owner, Board or any other party which is subject to the terms of this Declaration fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) days after request therefor, to take any action, which the Master Board or Unit Owner or other party is required to execute, acknowledge or deliver or to take pursuant to this Declaration and/or any of the By-Laws, as the case may be, at the request of Declarant or its designee and its respective successors and assigns, and such failure continues for an additional ten (10) day period following receipt of a second written request therefor (together with written advice that Declarant (or its designee) shall be entitled to take specified action upon the recipient's failure or refusal to perform), then Declarant or its designee and its respective successors and assigns 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 of Declarant (or its designee and its respective successors and assigns) shall be binding on such Unit Owner, Board or other party, as the case may be.

ARTICLE 29

SUCCESSORS AND ASSIGNS

29.1 Except as set forth herein or in any of 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 or Declarant or its designee or, with the consent of Declarant or its designee, any transferee of all or some of the then Unsold Units then owned by Declarant or its designee. Subject to the foregoing, Declarant shall have the right, at any time, in its sole discretion, to assign or otherwise transfer its interest herein, whether by merger, consolidation, lease, assignment or otherwise.

29.2 The rights and/or obligations of the Unit Owners as set forth herein shall inure to the benefit of and be binding upon any successors or assigns of the respective Unit Owners.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the _____ day of _____, 2015.

FLUSHING COMMONS PROPERTY OWNER, LLC

By: _____
Frederic Sondik, Principal

SCHEDULE A

TO DECLARATION ESTABLISHING CONDOMINIUM OWNERSHIP OF FLUSHING COMMONS

DESCRIPTION OF THE LAND

ALL those certain plots, pieces or parcels of land situate, lying and being in the Borough and County of Queens, City and State of New York, being more particularly bounded and described as follows:

Proposed Tax Lot 40 At and Above 53.45 feet elevation (Queens Borough Datum)

All of the lands at and above elevation 53.46 feet (Queens Borough Datum) within the following horizontal boundary:

Beginning at a point formed by the intersection of the northerly line of 39th Avenue (68' R.O.W.), and the westerly line of Union Street (80' R.O.W.); running thence

1. Along said northerly line of 39th Avenue, South 81°10'53" West, a distance of 321.02 feet to a point; thence

2. Leaving 39th Avenue, North 08°49'14" West, a distance of 160.31 feet to a point; thence

3. North 36°10'46" East, a distance of 32.83 feet to a point; thence

4. North 81°10'46" East, a distance of 132.49 feet to a point; thence

5. South 08°29'34" East, a distance of 8.47 feet to a point; thence

6. North 83°19'54" East, a distance of 158.94 feet to the westerly line of said Union Street; thence

7. Along the westerly line of said Union Street South 11°02'00" West, a distance of 169.22 feet to the Point of Beginning.

Proposed Tax Lot 40 Below 53.46 feet elevation (Queens Borough Datum)

All of the lands below elevation 53.46 feet (Queens Borough Datum) within the following horizontal boundary:

Beginning at a point formed by the intersection of the northerly line of 39th Avenue (68' R.O.W.), and the westerly line of Union Street (80' R.O.W.); running thence

1. Along said northerly line of 39th Avenue, South 81°10'53" West, a distance of 343.52 feet to a point; thence

2. Leaving 39th Avenue, North 08°49'14" West, a distance of 181.83 feet to a point; thence

3. North 81°10'46" East, a distance of 18.25 feet to a point; thence

4. North 08°49'14" East, a distance of 47.08 feet to a point; thence

5. South 81°10'46" East, a distance of 160.22 feet to a point; thence

6. South 08°29'34" East, a distance of 53.86 feet to a point; thence

7. North 83°19'54" East, a distance of 158.94 feet to the westerly line of said Union Street; thence

8. Along the westerly line of said Union Street South 11°02'00" West, a distance of 169.22 feet to the Point of Beginning.

SCHEDULE B-1

TO DECLARATION ESTABLISHING CONDOMINIUM OWNERSHIP OF FLUSHING COMMONS

DESCRIPTION OF RESIDENTIAL UNITS

SCHEDULE B-2

TO DECLARATION ESTABLISHING CONDOMINIUM OWNERSHIP OF FLUSHING COMMONS

DESCRIPTION OF OFFICE UNITS

SCHEDULE B-3

TO DECLARATION ESTABLISHING CONDOMINIUM OWNERSHIP OF FLUSHING COMMONS

DESCRIPTION OF RETAIL UNIT

SCHEDULE B-4

TO DECLARATION ESTABLISHING CONDOMINIUM OWNERSHIP OF FLUSHING COMMONS

DESCRIPTION OF PARKING UNIT

EXHIBIT A

CONDOMINIUM BY-LAWS

(THE "MASTER BY-LAWS")

EXHIBIT B

RESIDENTIAL SECTION BY-LAWS

(THE "RESIDENTIAL BY-LAWS")

EXHIBIT C

OFFICE SECTION BY-LAWS

(THE "OFFICE BY-LAWS")

EXHIBIT D

DEFINITIONS

EXHIBIT G

BY-LAWS

THIS PAGE INTENTIONALLY LEFT BLANK

Master Condominium By-Laws

MASTER BY-LAWS

OF

FLUSHING COMMONS

TABLE OF CONTENTS

Page

ARTICLE 1 GENERAL
1.1 Defined Terms
1.2 Purpose
1.3 Principal Office of Condominium

ARTICLE 2 MASTER BOARD
2.1 General Description of Master Board
2.2 Powers and Duties of Master Board, Residential Board, Office Board, Retail Board and Parking Unit Owner
2.3 Number and Terms of Office of Master Board Members
2.4 Resignation and Removal
2.5 Vacancies on Master Board
2.6 Initial Meeting of Master Board; Regular and Special Meetings
2.7 Principal Office of Master Board
2.8 Waiver of Notice
2.9 Determinations by Master Board; Quorum
2.10 Compensation
2.11 Liability of Master Board and Unit Owners
2.12 Committees
2.13 Status of Boards
2.14 Incorporation and Organization of Boards
2.15 Master Board as Agent of Unit Owners
2.16 Affiliate/Prohibited Transactions

ARTICLE 3 UNIT OWNERS
3.1 Annual Meetings
3.2 Place of Meetings
3.3 Special Meetings
3.4 Notice of Meetings and Actions Taken
3.5 Quorum
3.6 Order of Business
3.7 Voting at Unit Owners Meetings
3.8 Voting By Certain Unit Owners or Groups of Unit Owners

ARTICLE 4 OFFICERS
4.1 Designation
4.2 Election of Officers
4.3 Resignation and Removal of Officers
4.4 President
4.5 Vice President
4.6 Secretary

4.7 Treasurer
4.8 Execution of Documents
4.9 Compensation of Officers
4.10 Liability of Officers

ARTICLE 5 NOTICES
5.1 Notices
5.2 Waiver of Service of Notice; Consent to Other Notices
5.3 Notices by a Residential Unit Owner, Office Unit Owner or Retail Unit Owner to its Applicable Section Board
5.4 Record of Addresses

ARTICLE 6 GENERAL COMMON EXPENSES AND CHARGES; BUDGETS; MAINTENANCE OBLIGATIONS AND COSTS; UTILITIES
6.1 Determination of General Common Expenses and Fixing of General Common Charges
6.2 Payment of General Common Charges
6.3 Maintenance Obligations; Costs of Same
6.4 Utility Services

ARTICLE 7 REAL ESTATE TAXES; TAX CERTIORARI PROCEEDINGS
7.1 Real Estate Taxes; Impositions
7.2 Tax Certiorari Proceedings

ARTICLE 8 ALTERATIONS
8.1 Alterations to the General Common Elements Performed by the Declarant or the Master Board
8.2 Alterations to the General Common Elements Performed by a Person Other Than the Declarant or the Master Board
8.3 Alterations or Repairs Affecting More Than One Section
8.4 Alterations to the Retail Section
8.5 Alterations to the Residential Section
8.6 Alterations to the Office Section
8.7 Alterations to the Parking Unit
8.8 Alterations to Unsold Units by Declarant or its Designee
8.9 Requirements in Connection with Alterations
8.10 Rights of Declarant, its Designee and Master Board

ARTICLE 9 MECHANIC'S LIENS, VIOLATIONS; COMPLIANCE WITH LAWS AND INSURANCE REQUIREMENTS; HAZARDOUS MATERIALS
9.1 Mechanic's Liens
9.2 Violations
9.3 Compliance with Laws, Insurance Requirements
9.4 Hazardous Materials

ARTICLE 10 RECORDS AND AUDITS

10.1 The Master Board
10.2 Availability of Documents
10.3 The Retail Board
10.4 The Residential Board
10.5 The Office Board

ARTICLE 11 INSURANCE; CASUALTY; CONDEMNATION
11.1 Master Board's Insurance Requirements
11.2 Parking Unit Owner's Insurance Requirements
11.3 The Retail Board's Insurance Requirements
11.4 Residential Unit Owner's Insurance Requirements
11.5 Residential Board's Insurance Requirements
11.6 Office Unit Owner's Insurance Requirements
11.7 Office Board's Insurance Requirements
11.8 Insurance Requirements During the Course of Alterations and/or Repairs
11.9 Insurance as a General Common Charge
11.10 General Insurance Matters
11.11 Waiver of Subrogation
11.12 Indemnification
11.13 Casualty and Condemnation
11.14 Casualty or Condemnation

ARTICLE 12 EVENTS OF DEFAULT; RIGHTS OF CURE; MASTER BOARD'S LIEN; GRANTEES LIABLE FOR UNPAID GENERAL COMMON CHARGES
12.1 Failure to Pay General Common Charges
12.2 Other Defaults Under the Condominium Documents
12.3 Priority of Recourse Against Residential Unit Owners
12.4 Priority of Recourse Against Office Unit Owners
12.5 Grantee Liable for Unpaid General Common Charges; Statement of Defaults
12.6 Title of Master Board on Foreclosure
12.7 Residential Unit Owners
12.8 Office Unit Owners

ARTICLE 13 SALES, LEASES AND MORTGAGES OF UNITS
13.1 Sales, Leases and Mortgages of Residential Units
13.2 Sales, Leases and Mortgages of Office Units
13.3 Sales, Leases and Mortgages of the Parking Unit
13.4 Registered Mortgagee Requirements; Rights of Registered Mortgagees
13.5 Severance of Ownership
13.6 Waiver of Right of Partition with Respect to Units Acquired On Behalf of Unit Owners as Tenants-in-Common; Waiver of Right of Surrender

ARTICLE 14 ARBITRATION

14.1 General Procedure
14.2 Costs and Expenses
14.3 Agreement by Parties

ARTICLE 15 RULES AND REGULATIONS
15.1 General Rules and Regulations
15.2 Parking Rules and Regulations
15.3 Retail Rules and Regulations

ARTICLE 16 AMENDMENTS TO DECLARATION AND/OR BY-LAWS
16.1 General
16.2 Amendments Affecting Declarant
16.3 Special Amendments
16.4 Amendments of Residential By-Laws
16.5 Amendments of Office By-Laws
16.6 Recording of Amendments
16.7 Execution and Delivery of Amendments

ARTICLE 17 INSURANCE TRUSTEE

ARTICLE 18 MISCELLANEOUS
18.1 Approvals and Consents
18.2 Waiver
18.3 Captions
18.4 Conflicts
18.5 Certain References
18.6 Severability
18.7 CPI Increases
18.8 Covenant of Further Assurances

EXHIBIT I DEFINITIONS
EXHIBIT II EXPENSE ALLOCATION SCHEDULE
EXHIBIT III GENERAL RULES AND REGULATIONS

CONDOMINIUM BY-LAWS
OF
FLUSHING COMMONS

ARTICLE 1
GENERAL

1.1 Defined Terms. All capitalized terms used but which are not separately defined in these Master By-Laws shall have the meanings given to such terms in the Declaration or, if not defined in the Declaration, in the Table of Definitions annexed hereto as Exhibit I and made a part hereof.

1.2 Purpose. The purpose of these Master By-Laws is to set forth the rules and procedures concerning the conduct of the affairs of the Condominium. Notwithstanding the foregoing, as further described in Article 2, the Residential Section and the Residential Board will be governed by the Residential By-Laws as well as by the Declaration and the applicable provisions of these Master By-Laws. The Office Section and the Office Board will be governed by the Office By-Laws as well as by the Declaration and the applicable provisions of these Master By-Laws.

1.3 Principal Office of Condominium. The principal office of the Condominium shall be located either within the Property or at such other place in the Borough of Queens as may be designated from time to time by the Master Board.

ARTICLE 2
MASTER BOARD

2.1 General Description of Master Board.

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 "**Master Board**"). As more particularly set forth in Sections 2.3 and 2.9, the Master Board shall consist of nine members (each, a "**Master Board Member**") as follows:

(i) Three (3) Master Board Members designated by the board of managers of the Residential Section (the "**Residential Board**") representing and on behalf of all the individual Residential Unit Owners (two (2) of which shall be designated by the Declarant so long as Declarant owns any Residential Unit in the Building, and each of which must be members of the Residential Board);

(ii) Three (3) Master Board Members, designated by the board of managers of the Office Section (the "**Office Board**") representing and on behalf of the Office Unit Owners (two (2) of which shall be designated by the Declarant so long as Declarant owns any Office Unit in the Building, and each of which must be members of the Office Board);

(iii) Two (2) Master Board Members designated by the Retail Unit Owner (or in the event there are multiple Retail Unit Owners, then the board of managers of the Retail Section (the "**Retail Board**") representing and on behalf of the Retail Unit Owner(s)), (two (2) of which shall be designated by the Declarant (regardless of whether or not there exists a Retail Board) so long as Declarant owns any Retail Unit in the Building, and each of which must be members of the Retail Board); and

(iv) One (1) Master Board Member designated by the Parking Unit Owner representing and on behalf of the Parking Unit (which Master Board Member shall be designated by the Declarant so long as Declarant owns the Parking Unit). No restrictions shall apply as to which person the Parking Unit Owner may designate from time to time to the Master Board except that each Master Board Member (and any proxy) must be a natural person and not an entity.

Each Master Board Member shall vote the entire undivided General Common Interest of such Master Board Member's Designator.

2.1.2 With respect to the Master Board Members: (i) any requirements set forth in the Residential By-Laws as to members of the Residential Board shall apply to the Master Board Members designated by the Residential Board, as applicable; (ii) any requirements set forth in the Office By-Laws as to members of the Office Board shall apply to the Master Board Members designated by the Office Board, as applicable; and (iii) any requirements set forth in these Master By-Laws as to members of the Retail Board, or the Retail Unit Owner, as applicable, or the Parking Unit Owner shall apply to the Master Board Members designation by each of the Retail Unit or Retail Board, as applicable, and the Parking Unit Owner, as applicable.

2.2 Powers and Duties of Master Board, Residential Board, Office Board, Retail Unit Owner or Retail Board, as applicable, and Parking Unit Owner.

2.2.1 General. The Master Board shall have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium (except such powers and duties which by Law or the Condominium Documents may not be delegated to the Master Board by the Unit Owners). Subject to the terms of the Condominium Documents, all determinations, which do not (to more than an immaterial extent) relate to or affect or involve the Condominium generally or the General Common Elements, and: (A) do not affect (to more than an immaterial extent) any portion of the Building other than the Residential Section, shall be made by the Residential Board; (B) do not affect (to more than an immaterial extent) any portion of the Building other than the Office Section shall be made by the Office Board; and (C) do not affect (to more than an immaterial extent) any portion of the Building other than multiple Retail Units shall be made by the Retail Board.

2.2.2 Master Board. Subject to, and in accordance with, the provisions of Section 2.2.1, the further provisions of this Section 2.2.2, Sections 2.2.3 through 2.2.10 and Article 6 of these Master By-Laws and such other provisions, if any, of the Declaration and these Master By-Laws as may grant to one or more Unit Owner(s), the Residential Board, the Office Board, the Retail Board, or certain Master Board Member(s), as the case may be, rights of approval with respect to

certain matters, the Master Board shall be entitled to make determinations and take actions with respect to all matters relating to the operation and the administration of the affairs of the Condominium, including, without limitation, the following:

(a) (i) Operation, care, upkeep and maintenance of; (ii) the making of alterations, additions and improvements (collectively, "**Alterations**") to; and (iii) the making of repairs, restorations and replacements (collectively, "**Repairs**") of, the General Common Elements.

(b) Determination and imposition of General Common Charges required for the affairs of the Condominium, preparation and adoption of the Condominium's budget as hereinafter provided, determination and imposition of Special Assessments, and the collection of such General Common Charges and Special Assessments from the Section Boards.

(c) Methods of, and procedures with respect to, collection of General Common Charges and Special Assessments from the General Common Charge Obligors (as defined in Section 6.1.1 hereof), and the implementation of such methods and procedures.

(d) Employment and dismissal of the personnel listed in the Master Budget necessary for the maintenance and operation of the General Common Elements, structural elements of the Building or portions of the Condominium which affect any combination of the Sections.

(e) Promulgation, adoption and amendment of General Rules and Regulations from time to time, covering the details of the operation and use of the Building as a whole, the Parking Unit, the Retail Unit (until such time as a Retail Board promulgates Retail Rules and Regulations, if any) and the General Common Elements (subject to the right of the Unit Owners to overrule the Master Board as provided in the Master By-Laws and applicable Section By-Laws.

(f) In the name of the Master Board or its designee, on behalf of all Unit Owners: (i) acquiring the Parking Unit and/or the Retail Unit to the extent one or both is/are surrendered to the Master Board (to the extent the waiver contained in the Condominium Documents with respect to the right to surrender is inapplicable or unenforceable); (ii) purchasing or otherwise acquiring those Units (subject to any prior right of any Section Board with respect thereto) with respect to which liens for real estate taxes may be and are being sold in accordance with the Condominium Documents; and (iii) purchasing or otherwise acquiring Units at foreclosure or other similar sales (subject to any prior right of any Section Board with respect thereto).

(g) Selling, leasing, licensing, mortgaging and otherwise dealing with Units acquired by the Master Board or its designee on behalf of all Unit Owners (but not voting any Common Interest appurtenant thereto).

(h) Making Alterations to, and Repairs 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.

(i) Enforcing obligations hereunder and under the Declaration and the General Rules and Regulations of the Parking Unit Owner, the Retail Unit Owner, the Office Board and the Residential Board, including, without limitation, commencing, prosecuting and settling litigation in connection therewith.

(j) Maintaining bank accounts on behalf of the Condominium and designating the signatories required therefor.

(k) Adjusting and settling insurance claims (and executing and delivering releases in connection therewith) if the loss is to be adjusted and settled by the Master Board in accordance with Article 11 hereof.

(l) Subject to the provisions of Section 2.2.9 below, borrowing money on behalf of the Condominium.

(m) Organizing (and owning shares of or membership interests in, as the case may be) corporations, limited liability companies and/or other entities to act as designees of the Master Board with respect to such matters as the Master Board may determine, including, without limitation, in connection with the acquisition of title to, or the leasing of, Units acquired by the Master Board on behalf of all Unit Owners.

(n) Subject to the provisions of Section 2.2.8 below, execution, acknowledgment and delivery of, without limitation: (i) any consent, agreement, document, covenant, restriction, easement, declaration or other instrument, or any amendment thereto, affecting the General Common Elements which the Master Board deems necessary or appropriate to comply with any Laws applicable to the maintenance, demolition, construction, Alteration, Repair or restoration of the Property or the Condominium; or (ii) any consent, agreement, document, covenant, restriction, easement, declaration or other instrument, or any amendment thereto, affecting: (x) the Property or the Condominium which the Master Board deems necessary or appropriate; or (y) a Unit, if the owner of such Unit Owner (or the Residential Board on behalf of such Residential Unit Owner, or the Office Board on behalf of such Office Unit Owner, or the Retail Board on behalf of such Retail Unit Owner) requests, or under the Condominium Documents is required to request, that the Master Board take such action, and/or (except as otherwise provided in the Condominium Documents) the Master Board determines that taking such action is appropriate.

(o) Execution, acknowledgment and delivery of any documents or other instruments necessary to commence, pursue, compromise or settle certiorari proceedings to obtain reduced real estate tax assessments, or in connection with any real estate tax exemption or abatement, with respect to the Parking Unit for the benefit and on behalf of the owner thereof; but only to the extent requested and authorized to do so, in writing, by the owner thereof and provided such Unit Owner indemnifies the Master Board and all other Unit Owners from and

against all claims, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) (collectively, "**Costs**") resulting from or incurred in connection with such proceedings.

(p) Preparation, execution and recording, on behalf of all Unit Owners, as their attorney-in-fact, coupled with an interest, of a restatement of the Declaration and/or these Master By-Laws whenever, in the Master Board's estimation, it is advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the Declaration and/or these Master By-Laws.

(q) Commencing, prosecuting and settling litigation and arbitration proceedings against third parties, and defending and settling litigation and arbitration proceedings against the Condominium and/or the Master Board.

(r) Obtaining and reviewing insurance in respect of the Property in accordance with the requirements of Article 11 hereof, and changing any of the insurance requirements set forth therein.

2.2.3 Residential Board and Residential Unit Owners. The Residential Section and the Residential Board will be governed by the Residential By-Laws as well as by the Declaration and the applicable provisions of these Master By-Laws; and subject to, and in accordance with, the provisions of Sections 2.2.1 and 2.2.2 hereof (and without limiting the generality thereof), the Residential Board shall be entitled to make determinations with respect to matters relating exclusively to the Residential Section and to the operation, care, upkeep, maintenance and administration of the affairs thereof, including, without limitation, the making of Repairs of, and performance of Alterations to, the Residential Common Elements (and the Residential Limited Common Elements as and to the extent provided in the Declaration and the Residential By-Laws), and shall have the powers and duties described in the-Residential By-Laws, subject, however, to the rights of the Residential Unit Owners as may be provided in the Residential By-Laws and to those provisions in the Declaration and these Master By-Laws that provide otherwise and/or that set forth restrictions on the right to make such determinations. In addition, except as may otherwise be provided in (and subject to) the Condominium Documents, each of the Residential Unit Owners shall have such powers as are permitted by Law, and shall be entitled to make determinations, with respect to all matters relating exclusively to their respective Residential Units.

2.2.4 Office Board and Office Unit Owners. The Office Section and the Office Board will be governed by the Office By-Laws as well as by the Declaration and the applicable provisions of these Master By-Laws; and subject to, and in accordance with, the provisions of Sections 2.2.1 and 2.2.2 hereof (and without limiting the generality thereof), the Office Board shall be entitled to make determinations with respect to matters relating exclusively to the Office Section and to the operation, care, upkeep, maintenance and administration of the affairs thereof, including, without limitation, the making of Repairs of, and performance of Alterations to, the Office Common Elements, and shall have the powers and duties described in the Office By-Laws, subject, however, to the rights of the Office Unit Owners as may be provided in the Office By-Laws and to those provisions in the Declaration and these Master By-Laws that provide

otherwise and/or that set forth restrictions on the right to make such determinations. In addition, except as may otherwise be provided in (and subject to) the Condominium Documents, each of the Office Unit Owners shall have such powers as are permitted by Law, and shall be entitled to make determinations, with respect to all matters relating exclusively to their respective Office Units.

2.2.5 Retail Board and the Retail Unit Owner(s). The Retail Unit or Retail Board, as applicable, and the Retail Section will be governed by these Master By-Laws as well as by the Declaration; and subject to, and in accordance with, the provisions of Sections 2.2.1 and 2.2.2 hereof (and without limiting the generality thereof), the Retail Board shall be entitled to make determinations with respect to matters relating exclusively to the Retail Section and to the operation, care, upkeep, maintenance and administration of the affairs thereof, including, without limitation, the making of Repairs of, and performance of Alterations to, the Retail Common Elements, and shall have the powers and duties described in these Master By-Laws, subject, however, to the rights of the Retail Unit Owners as may be provided in these Master By-Laws and to those provisions in the Declaration and these Master By-Laws that provide otherwise and/or that set forth restrictions on the right to make such determinations. In addition, except as may otherwise be provided in (and subject to) the Condominium Documents, each of the Retail Unit Owners shall have such powers as are permitted by Law, and shall be entitled to make determinations, with respect to all matters relating exclusively to their respective Retail Units.

2.2.6 Parking Unit Owner. Subject to, and in accordance with, the provisions of Sections 2.2.1 and 2.2.2 hereof (and without limiting the generality thereof), the Parking Unit Owner shall be entitled to make determinations with respect to all matters relating exclusively to its Unit and the operation, care, upkeep, maintenance and administration of the affairs thereof, including, without limitation, the making of Repairs of, and performance of Alterations to, its Unit, subject, however to those provisions in the Declaration and these Master By-Laws that provide otherwise and/or that set forth restrictions on the right to make such determinations.

2.2.7 Agents for the Master Board, Residential Board, Office Board, Retail Board, and Parking Unit Owner.

(a) Any action required or permitted to be taken by the Master Board pursuant to the provisions of the Declaration and/or these Master By-Laws shall be done or performed by the Master Board, or on behalf of the Master Board and at its direction, by the agents, officers, employees or designees of the Master Board, and the Master Board may employ one or more Managing Agents and/or managers, at a compensation established by the Master Board, to perform such duties and services as the Master Board shall authorize, except (unless in specific instances provided in the Declaration and/or these Master By-Laws or as otherwise authorized by a Unanimous vote of the Master Board) in connection with the actions set forth in subparagraphs 2.2.2 (b), (e), (f), (g), (i), (j), (k), (m), (n), (o), (p) and (q) hereof.

(b) Any action required or permitted to be taken by the Residential Board pursuant to the provisions of these Master By-Laws, the Declaration or the Residential By-Laws, shall be done or performed by the Residential Board or on behalf of the Residential Board and at its direction by the agents, officers, employees or designees of the Residential Board, and the

Residential Board may employ one or more Managing Agents and/or managers, at a compensation established by the Residential Board, to perform such duties and services as the Residential Board shall authorize in accordance with the Declaration, these Master By-Laws and the Residential By-Laws.

(c) Any action required or permitted to be taken by the Office Board pursuant to the provisions of these Master By-Laws, the Declaration or the Office By-Laws, shall be done and performed by the Office Board or on behalf of the Office Board and at its direction by the agents, officers, employees or designees of the Office Board, and the Office Board may employ one or more Managing Agents and/or managers, at a compensation established by the Office Board, to perform such duties and services as the Office Board shall authorize in accordance with the Declaration, these Master By-Laws and the Office By-Laws.

(d) Any action required or permitted to be taken by the Retail Board pursuant to the provisions of these Master By-Laws or the Declaration, shall be done and performed by the Retail Board or on behalf of the Retail Board and at its direction by the agents, officers, employees or designees of the Retail Board, and the Retail Board may employ one or more Managing Agents and/or managers, at a compensation established by the Retail Board, to perform such duties and services as the Retail Board shall authorize in accordance with the Declaration and these Master By-Laws.

(e) Any managing agent designated and/or employed by the Master Board, the Residential Section, the Office Section, the Retail Section or the Parking Unit Owner, may be an affiliate of Declarant (or its designee).

2.2.8 Sections as Agent of Master Board. Any action required or permitted to be taken pursuant to the provisions of the Condominium Documents by the Residential Board, the Office Board, the Retail Unit Owner or Retail Board, as applicable, or the Parking Unit Owner, shall, if required by applicable Laws, be taken by the Residential Board, Office Board, the Retail Unit Owner or Retail Board, as applicable, or the Parking Unit Owner in the name of the Master Board which shall, upon request (at the sole expense of the applicable Section Board or Parking Unit Owner, as applicable, making such request or taking such action), execute, acknowledge and deliver any and all instruments, documents or applications in connection therewith; provided, however, that: (i) no such action shall be taken in the name of the Master Board except upon at least fifteen (15) Business Days advance notice delivered to each Board and Parking Unit Owner (unless such action is required in connection with an Emergency, in which event only such prior notice as is practicable under the circumstances (which may be, but shall not be presumed to be, none) shall apply and if no prior notice is given, notice shall be given promptly thereafter), which notice shall specify the action proposed to be taken, the grounds upon which such Section Board or Parking Unit Owner as the case may be is entitled to take such action, and shall include complete and accurate copies of all documents proposed to be executed or filed in connection with the exercise of the rights provided in this Section 2.2.8; and (ii) the Section Board or Parking Unit Owner making such request or taking such action shall, subject to the provisions of Section 2.11, indemnify and hold harmless and all other Unit Owners and Boards from and against all Costs resulting therefrom or incurred in connection therewith.

2.2.9 Borrowing by the Master Board.

(a) The Master Board shall have the power to borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of, or the making of Repairs or Alterations of, the General Common Elements or otherwise in connection with any permitted action or activity of the Master Board, provided, however, that: (i) a 66 2/3% vote of the Master Board Members shall be required for any borrowings for such purposes if such borrowings are in excess of $500,000 (subject to increase by the CPI Increase Factor) in total in any one fiscal year or $1,500,000 (subject to increase by the CPI Increase Factor) in the aggregate (including borrowings from prior periods) at any one time; and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant Common Interest without the prior written consent of the owner of such Unit, or on the General Common Elements without the consent of all Unit Owners. The powers and rights of the Residential Board, the Office Board and the Retail Unit or Retail Board, as applicable, to borrow money pursuant to the provisions of the Residential By-Laws, the Office By-Laws and these Master By-Laws, respectively, is not limited or impaired by the foregoing.

(b) All such borrowing by the Master Board shall be by and in the name of the Condominium, and shall expressly provide that no individual Unit Owner (or shareholder, member, director or officer thereof) or Master Board Member shall be liable (primarily or otherwise) therefor in any respect (including, without limitation, for any fees, expenses, or other liabilities or obligations accruing or to be performed thereunder) unless specifically agreed to in writing by such Unit Owner or Master Board Member.

2.2.10 Insurance Requirements. The Master Board shall make all determinations and take all actions necessary to cause the insurance requirements set forth in Article 11 hereof with respect to the Condominium and Master Board to be complied with.

2.3 Number and Terms of Office of Master Board Members.

2.3.1 After the first meeting of the Unit Owners, the affairs of the Condominium shall be governed by a Master Board. At all times, the Master Board shall consist of nine (9) members as follows:

(a) Three (3) Master Board Members designated by the Residential Board in accordance with the Declaration and the Residential By-Laws;

(b) Three (3) Master Board Members designated by the Office Board in accordance with the Declaration and the Office By-Laws;

(c) Two (2) Master Board Members designated by the Retail Unit Owner or Retail Board, as applicable, in accordance with the Declaration and these Master By-Laws; and

(d) One (1) Master Board Member designated by the Parking Unit Owner in accordance with the Declaration and these Master By-Laws.

Except as otherwise provided in the Condominium Documents, all designations (and substitute and further designations) which are provided for in the Declaration or these Master By-Laws shall be in writing and shall include an address specified for notice to such designated Master Board Member. Subject in all events to the provisions of Section 2.4 below, and, as applicable, the provisions of the Residential By-Laws with respect to Master Board Members designated by the Residential Board and the provisions of the Office By-Laws with respect to the Master Board Members designated by the Office Board, the term of each Master Board Member designated from time to time shall expire annually on the anniversary of such Master Board Member's designation; and, subject to the other provisions of this Section 2.3, the replacement for each such Master Board Member, which may be the same person, shall be made by such Master Board Member's Designator. There shall be no limit on the number of terms of office, successive or otherwise, that a Master Board Member may serve. Notwithstanding the expiration of the term of office of a member of the Master Board, such member shall serve until a successor has been elected and qualified.

2.3.2 If more than one (1) Person owns the Parking Unit, such Persons shall jointly designate the Master Board Member hereinabove provided to be designated by the owner of the Parking Unit. Failing such a joint designation, the concurrence of such Persons shall be conclusively presumed if any one of them purports to make such designation, unless and until a protest of such designation is made by any other such Persons to the Master Board. From and after the day such protest is made until the dispute with respect thereto is resolved (which dispute shall be resolved in Arbitration), no such Master Board Member shall be deemed to have been appointed by the Designator in question; provided, however, that (i) for the limited purpose of determining whether a quorum exists at any meeting of the Master Board, such Master Board Member shall be deemed to have been appointed and Present In Person at any meeting of the Master Board and (ii) such protest shall not nullify any vote or action taken by such Master Board Member prior to such protest being made.

2.3.3 All members of the Master Board, other than Declarant or any Declarant designees, shall be either: (a) Unit Owners or spouses of Unit Owners, or mortgagees of Units or a spouse of an individual mortgagee; (b) partners or employees (or their spouses) of a partnership owning a Unit or a mortgage covering a Unit; (c) officers, directors, stockholders or employees (or their spouses) of corporate Owners or corporate mortgagees of Units; or (d) fiduciaries or their beneficiaries (or their spouses) who are owners of mortgagees of Units (or directors, officers, stockholders, or employees, or their spouses, of corporate fiduciaries, or partners or employees, or their spouses, of partnership fiduciaries). However, members elected by Declarant or its designee are not subject to the foregoing restrictions.

2.4 Resignation and Removal.

2.4.1 Any Master Board Member may resign at any time by notice given to the President or Secretary of the Master Board and to such Master Board Member's Designator. Any such resignation shall take effect at the time specified in such notice and, unless specifically requested, acceptance of such resignation shall not be necessary for the effectiveness thereof.

2.4.2 Any Master Board Member may be removed from office: (i) for cause, either (x) by the Designator of such Master Board Member or (y) notwithstanding any protest of such Designator, by a 66 2/3% vote of the Master Board; and (ii) without cause, only by the Designator of such Master Board Member. In the event of any removal described in the immediately preceding sentence, whether with or without cause, the Designator of such Master Board Member shall have the sole right to designate the replacement of such member.

2.5 Vacancies on Master Board. The vacancy of a Master Board Member's seat on the Master Board shall be filled only by designation of the Designator of such member whose seat is vacant.

2.6 Initial Meeting of Master Board; Regular and Special Meetings.

2.6.1 Within no more than ten (10) days following the initial recording of the Declaration in the Register's Office, each Designator shall designate its Master Board Member(s) by notice given to each other Designator and the first meeting of the Master Board shall take place.

2.6.2 Thereafter, regular meetings of the Master Board may be held at such time and place in the Borough of Queens or Manhattan as shall be determined by the Master Board from time to time but at least quarterly. Notice of regular meetings shall be given to each Master Board Member by the President, Vice President or Secretary of the Master Board or by the Condominium's Managing Agent, at least thirty (30) days prior to the day fixed for such meeting which notice shall state the date, time and place (in the Borough of Queens or Manhattan) and shall include an agenda therefor.

2.6.3 Special meetings of the Master Board may be called by the President or Vice President of the Master Board or by any two (2) Master Board Members in Good Standing, in each case by giving at least ten (10) Business Days prior notice to each Master Board Member, which notice shall state the date, time, place (in the Borough of Queens or Manhattan) and purpose (including the agenda) for the meeting. In addition, the President of the Master Board shall, by written notice given in accordance with the last sentence of Section 2.6.2 above, call a meeting of the Master Board upon the written request of a Majority of Master Board Members.

2.7 Principal Offices of Master Board. The principal office of the Master Board shall be located either within the Property or at such other place in the Borough of Queens or Manhattan as may be designated from time to time by the Master Board.

2.8 Waiver of Notice. Any Master Board Member (or his or her proxy) may at any time waive notice of any Master Board meeting in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Master Board Member (or his or her proxy) at any meeting thereof shall constitute a waiver by such member of notice of the time and place thereof. If all the Master Board Members (or their proxies) are present at any meeting of the Master Board, no notice shall be required and any business may be transacted at such meeting.

2.9 Determinations by Master Board; Quorum.

2.9.1 Except as otherwise set forth in Section 2.9.3 hereof, all determinations of the Master Board shall be made at a meeting of the Master Board at which a quorum thereof is Present in Person. Only Master Board Members in Good Standing shall have the right to vote at meetings of the Master Board and only such Master Board Members shall count for purposes of determining whether a quorum is present. Subject to the preceding sentence, the Presence in Person, at any meeting of the Master Board, of Master Board Members sufficient to cast a Majority Member Vote shall constitute a quorum. Except as may otherwise be required by any Law, these Master By-Laws and/or the Declaration, a Majority Member Vote, shall constitute the decision of the Master Board.

2.9.2 If at any Master Board meeting a quorum (as defined in Section 2.9.1 hereof) does not exist, a majority of those present may adjourn the meeting from time to time to a time, in each case specified on at least ten (10) Business Days notice to the Master Board Members not Present in Person, until a quorum shall exist. At any such adjourned meeting at which a quorum (determined as aforesaid) exists, any business which might have been transacted at the meeting originally called may be transacted without further notice.

2.9.3 A Master Board Member or Members shall be deemed "Present in Person" at a meeting of the Master Board if such Master Board Member(s) or its/their proxy (as described in this Section 2.9) is/are: (i) physically present; or (ii) participating by means of a conference telephone call or similar communications equipment by means of which all persons participating in such meeting can hear one another's voice. Notwithstanding anything to the contrary contained herein, any action permitted or required to be taken at a meeting of the Master Board, may be taken without a meeting if all Master Board Members consent thereto in writing.

2.9.4 In the event the Master Board or its designee shall own any Unit which is otherwise entitled to designate a Master Board Member, then the Master Board shall not designate a Master Board Member to vote on behalf of (or otherwise in connection with) such Unit.

2.9.5 Master Board Members shall be entitled to vote by proxy at any meeting of the Master Board, and all references herein and in the Declaration and/or these Master By-Laws to votes by Master Board Members shall be deemed to be references to votes by Master Board Members or their properly designated proxies. The designation of any such proxy shall be made in a signed and dated writing to the Secretary of the Condominium and shall be revocable at any time as provided at law or by notice actually delivered to such Secretary by the Unit Owner or Board which had made the designation; provided, however, that no designation to act as a proxy shall be effective for a period in excess of twelve (12) months (except that the designation of a Master Board Member by a Registered Mortgagee pursuant to clause (i) of the first sentence of Section 13.4(f) hereof shall be effective until the Secretary of the Condominium shall have received written notice from such Registered Mortgagee of the first of the following events to occur: (i) the revocation of such designation by such Registered Mortgagee; (ii) the satisfaction of record of such mortgage; and (iii) the release of the encumbered Unit from the lien of such mortgage).

2.10 Compensation. No Master Board Member shall receive any compensation from the Condominium or the Master Board for acting in the capacity of a Master Board Member.

2.11 Liability of Master Board and Unit Owners.

2.11.1 (a) To the extent permitted by applicable Laws, no Master Board Member shall have any personal liability with respect to any contract, act or omission of the Condominium, the Master Board or its members, or of any Managing Agent or manager, building engineer, superintendent or employee in connection with the affairs or operation of the Condominium (except to the extent arising from such Master Board Member's own bad faith, gross negligence or willful misconduct).

(b) Every contract made by the Master Board or by any Managing Agent or manager thereof shall state that it is made by the Master Board or the Managing Agent or manager only as agent for the Condominium, and that the Master Board Members or Managing Agent or manager shall have no personal liability thereon and may also state the applicable limitations of liability of Unit Owners provided for in Section 2.11.2 below; and the absence of such statement or statements in any such contract shall not be deemed to imply any personal liability on the part of the Master Board, its members, Managing Agent or manager, or any Unit Owner.

(c) To the extent permitted by applicable Laws, the Condominium shall indemnify each Master Board Member against all Costs arising out of such Master Board Member's serving in such capacity except those matters arising out of such Master Board Member's own bad faith, gross negligence or willful misconduct.

(d) The Master Board may contract or effect any other transaction with any Master Board Member, any member of the Residential Board, any member of the Office Board, any member of the Retail Board, any Unit Owner, Declarant and/or Affiliates of any of the foregoing without incurring any liability for self-dealing or otherwise (except in the case of bad faith, gross negligence or willful misconduct which shall not be deemed presumed or established by the relationship between or among any such parties), but all such contracts or transactions shall be made only in accordance with the provisions of Section 2.16 hereof.

2.11.2 No Unit Owner, in its capacity as a Unit Owner, shall be personally liable for any contract, act or omission of the Condominium. Nothing in the preceding sentence shall limit a Unit Owner's liability for the payment of any Common Charges or Special Assessments.

2.12 Committees. The Master Board may, subject to such limitations and exceptions as the Master Board may prescribe, appoint such committees as the Master Board may deem appropriate, each to consist of two or more Master Board Members. Each such committee, to the extent provided in the resolution which creates it, shall have and may exercise all the powers designated to it by the Master Board during the intervals between Master Board meetings insofar as may be permitted by applicable Laws.

2.13 Status of Boards. In addition to the status conferred upon each of the Boards under or pursuant to the provisions of the New York Condominium Act, each independently shall, to the extent permitted by applicable Laws, be deemed to constitute a separate unincorporated association for all purposes under and pursuant to the provisions of the General Associations Law of the State of New York, as the same may be amended from time to time. In the event of the incorporation or organization of any such Board pursuant to the applicable provisions of Section 2.14, the provisions of this Section 2.13 shall no longer be applicable to such Board.

2.14 Incorporation and Organization of Boards. To the extent and in the manner provided in the New York Condominium Act (or as may otherwise be permitted by Law), each of the Master Board, the Residential Board, the Office Board and the Retail Board may, by action of such Board as provided in Article 2 of the Master By-Laws, the Residential By-Laws and the Office By-Laws, respectively, be organized as a limited liability company or incorporated under the applicable statutes of the State of New York. In the event that any such Board so organizes or incorporates, it shall have, to the extent permitted by applicable Laws, the status conferred upon it under such statutes in addition to the status conferred upon it under or pursuant to the provisions of the New York Condominium Act. The certificate of incorporation and by-laws of any such resulting corporation or the articles of organization and operating agreement of such resulting limited liability company, as the case may be, shall conform as closely as practicable to the provisions of the Declaration and the applicable set of By-Laws (i.e., for such purpose, the Master By-Laws with respect to the Master Board and the Retail Board, the Residential By-Laws with respect to the Residential Board and the Office By-Laws with respect to the Office Board) and the provisions of the Declaration and the applicable set of By-Laws shall control in the event of any inconsistency or conflict between the provisions thereof and the provisions of such certificate of incorporation and by-laws or articles of organization and operating agreement, as applicable, and any such certificate, by-laws, articles and agreement shall in all events be subject and subordinate in all respects to the Declaration, the Master By-Laws and, with respect to the Residential Board, the Residential By-Laws, or with respect to the Office Board, the Office By-Laws, as applicable.

2.15 Master Board as Agent of Unit Owners. In exercising its powers and performing its duties under the Declaration and these Master By-Laws (and, to the extent applicable, the Residential By-Laws and Office By-Laws), the Master Board shall act as, and shall be, the agent of the Parking Unit Owner, the Residential Board (itself the agent of the Residential Unit Owners), the Office Board (itself the agent of the Office Unit Owners), and the Retail Unit Owner or Retail Board, as applicable (itself the agent of the Retail Unit Owners) subject to and in accordance with the provisions of the Declaration and these Master By-Laws (and, to the extent applicable, the Residential By-Laws and Office By-Laws).

2.16 Affiliate/Prohibited Transactions. Each Master Board Member shall perform his or her duties, and shall exercise his or her powers, in good faith and with a view to the interests of the Condominium. To the extent permitted by Law, no contract or other transaction between the Master Board and either: (i) any of its members; or (ii) any corporation, partnership, fiduciary, firm, limited liability company, association or other entity in which any Master Board Members are officers, directors, shareholders, employees, partners, fiduciaries, beneficiaries, members or principals, or are otherwise interested, pecuniarily or otherwise, shall be deemed either void or

voidable because either: (a) any such Master Board Member was present at the meeting or meetings of the Master Board during which such contract or transaction was discussed, authorized, approved or ratified, or (b) the vote of any such Master Board Member was counted for such purpose; provided, however, that either: (1) the fact thereof is disclosed to, or known by, the Master Board or a majority of the members thereof and noted in the minutes thereof, and the Master Board shall authorize, approve or ratify such contract or transaction in good faith by a vote of a majority of the entire Master Board, less the number of such members involved in such contract or transaction; and (2) the contract or transaction is commercially reasonable to the Master Board at the time the same is authorized, approved, ratified, executed or otherwise consummated. Any such members of the Master Board may be counted in determining the presence of a quorum of any meeting of the Master Board or of the Unit Owners which authorizes, approves or ratifies any such contract or transaction, but no such member shall be entitled to vote thereat in order to authorize, approve or ratify such contract or transaction. Notwithstanding the foregoing, the Master Board shall be authorized to employ an affiliate of Declarant as Managing Agent for the Condominium pursuant to Section 2.2.7 of the Master By-Laws; initially, and then, subject to reasonable market rate increases, for subsequent renewal terms.

ARTICLE 3
UNIT OWNERS

3.1 Annual Meetings. No annual meeting of all Unit Owners (a "**Unit Owners Meeting**") shall be required to be held unless required, in each case, by applicable Laws, in which event any such meeting so required to be held shall be held on the date specified by the Master Board.

3.2 Place of Meetings. All Unit Owners Meetings required or permitted to be held, if any, shall be held at the principal office of the Condominium or at such other place in the Borough of Queens as may be designated from time to time by the Master Board.

3.3 Special Meetings. The President or the Vice President of the Condominium shall call a special Unit Owners Meeting if so directed by resolution of the Master Board or upon a petition signed and presented to the Secretary of the Condominium by Unit Owners owning Units representing not less than 50% of the aggregate General Common Interest of all Units. Each such resolution or petition shall state, in reasonable detail, the purposes for calling such Unit Owners Meeting.

3.4 Notice of Meetings and Actions Taken. Notice of annual or special Unit Owners Meetings (in each case, if any) shall be given by the Secretary of the Condominium to all Unit Owners of record at their address at the Condominium (or at such other address as any Unit Owner has designated by notice given to the Secretary of the Condominium at least forty-five (45) days prior to the giving of notice of the applicable meeting). Each such notice shall state the purpose(s) of the meeting and the date, time and place (in the Borough of Queens) where it is to be held, and no business shall be transacted at such meeting except as stated in the notice. All notices hereunder shall be given at least ten (10) Business Days prior to the date fixed for the meeting. However, if the business to be conducted at any Unit Owners Meeting shall include

consideration of a proposed amendment to the Declaration or to these Master By-Laws which requires a vote of the Unit Owners at such a meeting, the notice of such meeting shall be given to all Unit Owners, Registered Mortgagees and any Mortgagee Representatives, at least thirty (30) days prior to the date fixed for such meeting and such notice shall be accompanied by a copy of the text of such proposed amendment. The Master Board shall have the exclusive right to vote on the matters and take the actions delegated to it by the Condominium Documents. In addition, all references in the Condominium Documents to obtaining consent of a Section Board shall also include a reference to the consent of the Master Board, if the matter at hand affects General Common Elements, the insurance of the Building or multiple Sections of the Building. Any issues that affect more than one Section and any disputes between Sections that are not otherwise resolved, shall be subject to the control and decision of the Master Board. In addition, maintenance or repairs to Non-General Common Elements that may affect or impair (i) the General Common Elements, (ii) the structural, mechanical, electrical or plumbing elements of the Building, (iii) the exterior appearance of the Building, (iv) the insurance of the Building, (v) the Parking Unit or (vi) multiple Sections of the Building, are subject to the Master Board's written consent.

3.5 Quorum.

3.5.1 Except as otherwise provided in these Master By-Laws, the presence in person or by proxy of Unit Owners representing more than 50% in General Common Interest of all Unit Owners shall constitute a quorum at all Unit Owners Meetings; provided that the Parking Unit Owner shall have the absolute right (except in the case of an Emergency) to require an adjournment of any such Unit Owners Meeting (notwithstanding the presence of a quorum) for a period not longer than thirty (30) days.

3.5.2 Subject to Section 3.5.1, if at any Unit Owners Meeting a quorum does not exist, the Unit Owners who are present at such meeting, either in person or by proxy, may act by majority vote to adjourn the meeting and reconvene at a time (specified on at least ten (10) Business Days notice to the absent Unit Owners). At any such adjourned and reconvened Unit Owners Meeting at which a quorum (determined as aforesaid) exists, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.6 Order of Business. The order of business at all annual Unit Owners Meetings, if any, shall be as follows:

(a) Call to order.

(b) Proof of notice of meeting.

(c) Reading of minutes of preceding meeting, if any.

(d) Reports of officers, if any.

(e) Reports of Board Members.

(f) Reports of committees, if any.

(g) Election of inspectors of election (when so required).

(h) Unfinished business.

(i) New business.

3.7 Voting at Unit Owners Meetings.

3.7.1 Each Unit Owner, or a person designated by each such Unit Owner to act as proxy on its behalf and who need not be a Unit Owner, shall be entitled to cast the votes appurtenant to such Unit Owner's Unit (determined on a General Common Interest basis), as set forth herein and in the Declaration, at all Unit Owners Meetings, if any. The designation of any such proxy shall be made in a signed and dated writing to the Secretary of the Condominium and shall be revocable at any time by notice actually delivered to such Secretary by the Unit Owner which had made the designation; provided, however, that no designation to act as a proxy shall be effective for a period in excess of twelve (12) months. If a Registered Mortgagee is entitled to vote at a Unit Owners Meeting pursuant to clause (ii) of the first sentence of Section 13.4(f) hereof (which vote may be by proxy), such Registered Mortgagee shall continue to so vote until the Secretary of the Condominium shall have received written notice from such Registered Mortgagee of the first of the following events to occur: (i) the revocation of such designation by such Registered Mortgagee; (ii) the satisfaction of record of such mortgage; and (iii) the release of the encumbered Unit from the lien of such mortgage. A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity. Except as otherwise provided herein or in the Declaration or as otherwise required by Law, a majority of votes duly cast at any Unit Owner's Meeting at which a quorum is present or is not required shall be binding.

3.7.2 If two (2) or more Persons own a Unit, they shall designate one (1) Person amongst them to vote the General Common Interest appurtenant to their Unit in a writing given to the Secretary of the Condominium, and the vote of such designee shall be binding upon such Persons. Failing such a designation, all of such Persons shall mutually vote such Common Interest under one ballot, without division, and the concurrence of such Persons shall be conclusively presumed if any one of them purports to vote such General Common Interest without protest being made contemporaneously to the party presiding over the meeting at which such vote is taken. From and after the day such protest is made until the dispute with respect thereto is resolved (which dispute shall be resolved in Arbitration), the General Common Interest of such Unit shall not be voted; provided, however, that (i) such Unit shall be counted solely for determining whether a quorum is present for such voting and (ii) such protest shall not nullify any vote made by any such Person on behalf of such jointly-owned Unit prior to such protest being made.

3.7.3 At Unit Owners Meetings, the Master Board (or its designee) shall not be entitled to vote the General Common Interest appurtenant to any Unit owned by the Master Board (or such designee) on behalf of all Unit Owners.

3.7.4 Except as otherwise set forth herein or in the Declaration, at all Unit Owners Meetings, if any, each Unit Owner (or its proxy) entitled to vote thereat shall be entitled to cast one vote for each .001% (rounded off to the nearest .001%) of General Common Interest attributable to its Unit or Units. If a matter requires the consent of a Unit Owner prior to its being approved by the Master Board, then such action, if and when raised at a Unit Owners Meeting, shall require the consent of such Unit Owner. Notwithstanding any provision of these Master By-Laws or the Condominium Documents to the contrary, however, a Unit Owner (or his or her or its proxy) shall be entitled and authorized to vote at any Unit Owners Meeting or any other annual, regular or special meeting of any or all Unit Owners if, and only if, such Unit Owner shall be a Unit Owner in Good Standing at the time of such annual, regular or special meeting. Any Unit Owner who is unable to vote in accordance with the preceding sentence shall nevertheless have the General Common Interest attributable to its Unit or Units counted solely for the purpose of establishing a quorum.

3.8 Voting By Certain Unit Owners or Groups of Units Owners. Whenever a particular percentage of General Common Interest must be reached for voting purposes and such required percentage is described in terms of a specified group of Unit Owners (e.g., "50% in General Common Interest of all Residential Unit Owners") as opposed to all Unit Owners as a whole, such required percentage shall mean a percentage in terms of the total General Common Interests attributable to all Unit Owners within such specified group and not the percentage of General Common Interests attributable to all Unit Owners.

ARTICLE 4
OFFICERS

4.1 Designation. (a) The principal officers of the Condominium shall be a President, a Vice President, a Secretary and a Treasurer thereof, all of whom shall be elected by the Master Board. The Master Board may elect one or more Assistant Vice Presidents, Assistant Treasurers and Assistant Secretaries and such other officers as in its judgment may be desirable. Nothing herein shall preclude any officer of the Residential Board, the Office Board or the Retail Board from also being an officer of the Condominium or any officer of the Condominium from also being an officer of the Residential Board, the Office Board or the Retail Board, if otherwise qualified under the terms of these Master By-Laws, the Residential By-Laws or the Office By-Laws, as the case may be; and any Master Board Member may also be an officer of the Condominium. Notwithstanding the foregoing, except for any officers designated by Declarant or its designees, all other officers of the Master Board shall be Unit Owners.

4.2 Election of Officers. The officers of the Condominium shall each be elected annually by a majority vote of the Master Board (including at the first meeting thereof) and at any other meeting as may be required to fill a vacancy, and shall serve at the pleasure of the Master Board.

4.3 Resignation and Removal of Officers. Any officer may resign at any time by notice given to the Master Board; such resignation shall take effect at the time specified in such notice and, unless specifically requested by the resigning officer, acceptance of such resignation shall not be necessary to make such resignation effective. Upon a majority vote at a regular meeting of the Master Board, or at a special meeting of the Master Board called for such purpose, at which a

quorum is present, any officer may be removed, either with or without cause, and his or her successor shall be elected.

4.4 President. The President of the Condominium shall be the chief executive officer of the Condominium and shall preside at all Unit Owners Meetings and at all meetings of the Master Board. The President 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 (subject to the provisions of Section 2.12 hereof) committees from among the Board Members and/or Unit Owners, from time to time as such President, in his or her discretion, may decide are appropriate to assist in the conduct of the affairs of the Condominium.

4.5 Vice President. The Vice President of the Condominium shall take the place of the President under whom he or she serves and shall perform the duties of the President whenever the President shall be absent or unable to act. If both the President and the Vice President of the Condominium are unable to act, the Master Board shall appoint some other Master Board Member to act in the place of such President and Vice President on an interim basis. The Vice President shall also perform such other duties as, from time to time, shall be imposed by the Master Board or by the President.

4.6 Secretary. The Secretary of the Condominium shall keep the minutes of all Unit Owners Meetings, if any, and of all Master Board meetings. The Secretary shall have charge of such books and papers as the Master Board shall direct and, in general, shall perform all of 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 Treasurer. The Treasurer shall have the care and custody of the funds and securities of the Condominium, and shall be responsible for keeping full and accurate financial records and books of account thereof showing all receipts and disbursements necessary for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all funds and other securities in the name of the Master Board (or in the name of the Managing Agent or manager appointed by the Master Board) in such depositories as may from time to time be designated by the Master Board and shall, in general but subject to the proviso clause of the first sentence of Section 4.8 below, 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. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by the President or Vice President, acting alone, or by any two other officers thereof or by such other person or persons as may be designated by the Master Board. In addition to the foregoing, the Master Board may authorize the Managing Agent serving on its behalf to execute checks, provided that the expenditures, and the Managing Agent's paying for same, have been approved in advance by resolution of the Master Board or have been authorized by two officers of the Condominium.

4.9 Compensation of Officers. Except as otherwise determined by a unanimous vote of the Master Board, no officer of the Condominium shall receive any compensation for acting as such.

4.10 Liability of Officers. To the extent permitted by applicable Laws, no officer of the Condominium shall have any personal liability with respect to any contract, act or omission of the Condominium, the Master Board or its members or officers, or of any Managing Agent or manager, building engineer, superintendent or employee in connection with the affairs or operation of the Condominium (except to the extent arising from such officer's bad faith, gross negligence or willful misconduct) including, without limitation: (i) any failure or interruption of any utility or other services to be obtained by, or on behalf of, any such officer or to be paid for as a General Common Expense; or (ii) any injury, loss or damage to any individual or property, occurring in or upon either a Unit or any Common Element, which is either: (a) caused by the elements, by any Unit Owner or by any other individual; (b) resulting from electricity, water, snow or ice that may leak or flow from a Unit or any portion of any Common Element; or (c) arising out of theft or otherwise. To the extent permitted by applicable Laws, the Condominium shall indemnify each officer of the Condominium against all Costs arising out of such officer's service in such capacity, except those matters arising out of such officer's bad faith, gross negligence or willful misconduct.

ARTICLE 5
NOTICES

5.1 Notices. Except as otherwise expressly provided in the Declaration or these Master By-Laws, all requests, notices, reports, demands, approvals and other communications required or desired to be given pursuant to the Declaration and/or the Master By-Laws shall be in writing and shall be delivered: (a) if to any of the Boards or the Parking Unit Owner, in person or sent to the principal office of the applicable Board or the Parking Unit Owner, as the case may be (or to such other address as: (i) the applicable Board may designate from time to time, by notice in writing to the other Boards and the Parking Unit Owner; and (ii) the Parking Unit Owner may designate from time to time, by notice in writing to each Board); and a duplicate shall be sent in like manner to the Managing Agent(s) of each of the Condominium, the Residential Section, of the Office Section, the Retail Section and the Parking Unit (to the extent each or any has a Managing Agent); (b) if to a Residential Unit Owner, Office Unit Owner or Retail Unit Owner, in person or sent to the address of such Unit Owner at the Building, or to such other address as may have been designated by such Unit Owner from time to time in writing to the applicable Section Board; and (if such notice is from a Person other than the applicable Section Board) a duplicate shall be sent in like manner to the applicable Section Board and Managing Agent, if any, of each of the Residential Section, the Office Section, the Retail Section, or the Parking Unit (to the extent each or any has a Managing Agent); (c) if to a Master Board Member, to the address of such Board Member as shall be specified in the written designation thereof by such individual's Designator (provided that, failing such specification, the address of such Designator shall be deemed to be the specified address for such Board Member), or to such other address as may have been designated by such Board Member from time to time in writing to the Secretary of the Master Board and to the other Master Board Members; and (d) if to the Registered Mortgagees, and any Mortgagee Representatives, either delivered in person or sent to their respective addresses, as designated by them from time to time in writing to the Master Board or the applicable Section Board governing the affected Unit. All notices delivered in person (to the extent permitted herein) shall be deemed to have been given when delivered in person. Unless

other means of giving certain notices are specifically required or permitted pursuant to the Condominium Documents, all notices which are "sent" shall be sent either (x) by registered or certified mail, return receipt requested, and shall be deemed to have been given three (3) days after deposit in a depository maintained by the U.S. Postal Service in a postage prepaid sealed wrapper or (y) by nationally recognized overnight courier service and shall be deemed to have been given the first Business Day (for domestic delivery) and the third Business Day (for international delivery), after deposit with an overnight courier service, provided that notices of change of address shall in all events be deemed to have been given when received.

5.2 Waiver of Service of Notice; Consent to Other Notices. Whenever any notice is required to be given by applicable Laws or the Condominium Documents, 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 effective as a waiver thereof and no such notice shall be required. Additionally, any Person may consent (with respect to notices given to it) to additional means of service including, without limitation, transmission by facsimile or electronic means. Such consent, if given, shall in all events be in writing and given and treated as if the same were a change of address (as described in Section 5.1 above). With respect to notices given by facsimile, the transmission shall be to a telephone number designated for such purpose. Notices sent by facsimile shall be deemed to have been given upon receipt by the sender of a signal from the equipment of the Person served confirming that the transmission was received. A Person may change or rescind a facsimile telephone number by giving notice thereof to the Master Board, the Residential Board, the Office Board, the Retail Unit Owner or Retail Board, as applicable, and the Parking Unit Owner. With respect to notices given (by electronic transmission (e.g., e-mail), the transmission shall be in a manner authorized by the Person consenting to such transmission. Notices sent by electronic transmission shall be deemed to have been given upon transmission by the sender. A Person may change or rescind a manner of electronic transmission by giving notice thereof to the Master Board, the Residential Board, the Office Board, the Retail Unit Owner or Retail Board, as applicable, and the Parking Unit Owner. The foregoing provisions of this Section 5.2 are intended to facilitate additional means of notification and shall not be construed to permit any Person to refuse receipt of any notices given in any of the manners specified in Section 5.1.

5.3 Notices by a Residential Unit Owner, Office Unit Owner or Retail Unit Owner to its Applicable Section Board. Notwithstanding anything contained in this Article 5, all notices required or desired to be given by a Residential Unit Owner, Office Unit Owner or Retail Unit Owner to such Unit Owner's applicable Section Board or to another Unit Owner outside of such Unit Owner's Section shall be given in the manner prescribed in the By-Laws applicable to the sending Unit Owner; however, any additional or duplicate notices required thereunder to be given to any Board and/or any other Unit Owner shall be given in any of the manners herein provided.

5.4 Record of Addresses.

5.4.1 The Master Board shall keep and maintain correct, current and complete records containing the names and addresses of all Master Board Members (and their proxies, if any), each Parking Unit Owner, the Residential Board (and its members), the Office Board (and its

members), the Retail Unit Owner or the Retail Board, as applicable (and its members), Registered Mortgagees and any Mortgagee Representatives. The foregoing records shall be in written form or in any other form capable of being converted into written form within a reasonable time. A Master Board Member, a Unit Owner, the Residential Board, the Office Board, the Retail Board, any Registered Mortgagee or Residential Mortgagee Representative or Office Mortgagee Representative or Retail Mortgagee Representative shall have the right to examine in person or by agent or attorney, during usual business hours on Business Days, such records and, at such Person's expense, to make extracts or copies therefrom (including electronic copies to the extent such records are in electronic form) for any purpose reasonably related to such Person's interest in the Condominium.

5.4.2 Each Board shall keep and maintain correct, current and complete records containing the names and addresses of all of its members, all of its applicable Unit Owners and Mortgagee Representatives. The foregoing records shall be in written form or in any other form capable of being converted into written form within one (1) Business Day. The Master Board shall have the right to examine in person or by agent or attorney, during usual business hours on Business Days, such records and, at the Master Board's expense, to make extracts or copies therefrom (including electronic copies to the extent such records are in electronic form) for any purpose reasonably related to the exercise and fulfillment of the Master Board's rights and obligations, respectively.

ARTICLE 6
GENERAL COMMON EXPENSES AND CHARGES; BUDGETS; MAINTENANCE OBLIGATIONS AND COSTS; UTILITIES

6.1 Determination of General Common Expenses and Fixing of General Common Charges.

6.1.1 (a) The Master Board shall determine and allocate all costs and expenses incurred by the Master Board in connection with the operation, care, upkeep and maintenance of, and the making of Alterations to, and Repairs of, the General Common Elements (all such costs and expenses, together with all other items which are provided for in these Master By-Laws and the Declaration to be General Common Expenses, the "**General Common Expenses**"). From time to time, but at least once per year, the Master Board will prepare a budget (the "**Master Budget**") for setting forth its projection of General Common Expenses and will allocate the General Common Expenses among the Parking Unit, the Residential Section (as a whole), the Office Section (as a whole) and the Retail Section (as a whole) (each, a "**General Common Charge Obligor**") and assess charges ("**General Common Charges**") accordingly to meet the General Common Expenses. General Common Charges shall also be deemed to include any Special Assessment imposed by the Master Board. Except as otherwise expressly set forth in the Declaration or the Master By-Laws, the allocation of General Common Expenses among the General Common Charge Obligors shall be made as shown in Exhibit 2 annexed hereto and made a part hereof (the "**Expense Allocation Schedule**"). The Master Board shall advise the General Common Charge Obligors promptly in writing of the amount of General Common Charges payable by each of them and shall furnish to such parties copies of each Budget on which such General Common Charges are based.

(b) The allocations methodology for the General Common Charges set forth on the Expense Allocation Schedule shall not change, except pursuant to Article 11 hereof.

(c) Pending the resolution in Arbitration of any dispute with respect to the allocation of General Common Expenses, the allocation to the affected General Common Charge Obligors of the disputed components of the General Common Expenses shall remain as determined by the Master Board, provided that upon such resolution, any resulting change in the allocation of such General Common Expenses shall be effective retroactive to the effective date of the allocation or re-allocation that gave rise to the dispute.

6.1.2 The Master Board may, at its sole discretion, from time to time increase or decrease the amount of General Common Charges allocated to and payable by the General Common Charge Obligors, and may modify its prior determination of the General Common Expenses for any fiscal year so as to increase or decrease the amount of General Common Charges payable for such fiscal year or portion thereof; however, no such revised determination of General Common Expenses shall have a retroactive effect on the amount of General Common Charges payable for any period prior to the date of such new determination. However, a prior period's deficit may be included in General Common Charges for a subsequent period or paid from a Special Assessment levied against all General Common Charge Obligors.

6.1.3 The failure or delay of the Master Board to prepare or adopt a budget or to determine the General Common Expenses for any fiscal year or portion thereof shall not be deemed a waiver or modification in any respect of the covenants and provisions hereof or a release of any General Common Charge Obligor from the obligation to pay General Common Charges. In such event, the General Common Charges that were computed on the basis of the General Common Expenses last determined for any fiscal year or portion thereof shall continue thereafter to be the General Common Charges payable until a new determination of the General Common Expenses shall be made.

6.1.4 In addition to the foregoing duty to determine the amount of and assess General Common Charges, the Master Board shall have the right to levy special assessments ("**Special Assessments**") to meet the General Common Expenses. All Special Assessments shall be levied against all General Common Obligors equitably in proportion to: (a) their respective General Common Interests, or (b) the anticipated benefit(s) to the affected Unit Owners, as determined by the Master Board. The Master Board shall have all rights and remedies for the collection of Special Assessments as are provided herein for the collection of General Common Charges.

6.1.5 Except as otherwise set forth to the contrary herein or in the Declaration, 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 Master Board, as agent for and on behalf of the Unit Owners, and shall constitute income of the Unit Owners. Notwithstanding any provision contained in these Master 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.

6.1.6 There shall be no right of a General Common Charge Obligor or a Unit Owner to reduce its General Common Charges by opting out of any services or waiving any benefits provided by the Master Board.

6.1.7 Except as otherwise provided herein, the pro rata portion of the General Common Charges attributable to the Residential Section, together with all costs and expenses in connection with the operation, care, upkeep and maintenance of, and the making of Alterations to, and Repairs of, the Residential Common Elements and the Residential Section generally (the "**Residential Common Expenses**") shall be determined and incurred and paid by the Residential Board, and borne by the Residential Unit Owners in the manner determined by the Residential Board, but in all events in accordance with the Residential By-Laws. The Residential Board shall be the sole holder of any lien for unpaid General Common Charges, Residential Common Charges or Special Assessments that may be allocated to and/or assessed individually against Residential Unit Owners.

6.1.8 The portion of the Residential Common Charges collected by the Residential Board representing General Common Charges attributable to the Residential Section shall, in all instances, first be payable by the Residential Board to the Master Board in payment of the Residential Section's allocated share of General Common Charges and before application for any other purpose. If such priority of payment fails to occur, the Master Board shall have the right, without limitation, and in addition to all other remedies available at law, to avail itself of the remedy of specific performance with respect to the obligations of the Residential Board.

6.1.9 Except as otherwise provided herein, the pro rata portion of the General Common Charges attributable to the Office Section, together with all costs and expenses in connection with the operation, care, upkeep and maintenance of, and the making of Alterations to, and Repairs of, the Office Common Elements and the Office Section generally (the "**Office Common Expenses**") shall be determined and incurred and paid by the Office Board, and borne by the Office Unit Owners in the manner determined by the Office Board, but in all events in accordance with the Office By-Laws. The Office Board shall be the sole holder of any lien for unpaid General Common Charges, Office Common Charges or Special Assessments that may be allocated to and/or assessed individually against the Office Unit Owners.

6.1.10 The portion of the Office Common Charges collected by the Office Board representing General Common Charges attributable to the Office Section shall, in all instances, first be payable by the Office Board to the Master Board in payment of the Office Section's allocated share of General Common Charges and before application for any other purpose. If such priority of payment fails to occur, the Master Board shall have the right, without limitation, and in addition to all other remedies available at law, to avail itself of the remedy of specific performance with respect to the obligations of the Office Board.

6.1.11 Except as otherwise provided herein, the pro rata portion of the General Common Charges attributable to the Retail Section, together with all costs and expenses in connection

with the operation, care, upkeep and maintenance of, and the making of Alterations to, and Repairs of, the Retail Common Elements and the Retail Section generally (the "**Retail Common Expenses**") shall be determined and incurred and paid by the Retail Unit Owner or the Retail Board, as applicable, and borne by the Retail Unit Owner(s) (in the manner determined by the Retail Board, if applicable) but in all events in accordance with the terms hereof. In the event of multiple Retail Unit Owners, the Retail Board shall be the sole holder of any lien for unpaid General Common Charges, Retail Common Charges or Special Assessments that may be allocated to and/or assessed individually against the Retail Unit Owner(s).

6.1.12 The portion of the Retail Common Charges collected by the Retail Unit or Retail Board, as applicable, representing General Common Charges attributable to the Retail Section shall, in all instances, first be payable by the Retail Unit or Retail Board, as applicable, to the Master Board in payment of the Retail Section's allocated share of General Common Charges and before application for any other purpose. If such priority of payment fails to occur, the Master Board shall have the right, without limitation, and in addition to all other remedies available at law, to avail itself of the remedy of specific performance with respect to the obligations of the Retail Unit or Board, as applicable.

6.2 Payment of General Common Charges. All General Common Charge Obligors shall be obligated to pay General Common Charges assessed by the Master Board pursuant to the provisions of Section 6.1 at such time or times (but not less than monthly) as the Master Board determines. Unless otherwise determined by the Master Board, General Common Charges shall be payable monthly, in advance, on the first day of each month.

6.3 Maintenance Obligations; Costs of Same.

6.3.1 General. Except as otherwise provided in the Declaration or these Master By-Laws (including, without limitation, Section 6.1.2 and Article 8 hereof), all operation, care, upkeep, maintenance, insurance, Repairs and Alterations, painting and decorating, whether structural or non-structural, ordinary or extraordinary, including, without limitation, with respect to the building systems and other plumbing, heating, ventilating, electrical (including emergency power systems), air-conditioning and telecommunications systems, fixtures, Equipment and appliances:

(a) in or of the Residential Section (but excluding any General Common Elements that may be included therein, as and to the extent provided in the Declaration and these Master By-Laws) shall be made or performed in the manner, and by and at the sole cost and expense of the Residential Unit Owners, as is provided for, described and allocated within the Residential By-Laws;

(b) in or of the Office Section (but excluding any General Common Elements that may be included therein, as and to the extent provided in the Declaration and these Master By-Laws) shall be made or performed in the manner, and by and at the sole cost and expense of the Office Unit Owners, as is provided for, described and allocated within the Office By-Laws;

(c) in or of the Retail Section (but excluding any General Common Elements that may be included therein, as and to the extent provided in the Declaration and these Master

By-Laws) shall be made or performed in the manner, and by and at the sole cost and expense of the Retail Unit Owners, as is provided for, described and allocated within these Master By-Laws;

(d) in or of and exclusively relating to the Parking Unit (but excluding any General Common Elements that may be included therein, as and to the extent provided in the Declaration and these Master By-Laws) shall be made or performed by the Parking Unit Owner thereof at its sole cost and expense; and

(e) in or of the General Common Elements shall be made or performed by the Master Board and the cost and expense thereof shall be charged as a General Common Expense to the General Common Charge Obligors as and in the manner provided in these Master By-Laws.

(f) in or of the Open Space (as such term is defined in the Declaration) shall be made or performed by the POA Board (as such term is defined in the Declaration) and the cost and expense relating thereof ("POA Charges") shall be charged as a General Common Expense to the General Common Charge Obligors as and in the manner provided in these Master By-Laws. The Master Board shall be responsible to the POA for the amount assessed by the POA with respect to its Condominium, irrespective of whether any Unit Owner pays or fails to pay its Common Charges, including any costs the POA incurs in connection with the collection of any unpaid amounts from such Master Board. The POA Charges shall be (i) included in the Master Common Charges, and (ii) collectible and recoverable in the same manner as any other Common Charges due and payable by any Unit Owner.

6.3.2 Exceptions. Notwithstanding the provisions of Section 6.3.1:

(a) Negligence; Fault. In the event and to the extent that any operation, care, upkeep, maintenance, Repair and Alteration, painting and decorating, whether structural or non-structural, ordinary or extraordinary (collectively, any "**Necessary Work**"), is required to be made or performed, or any increase in insurance premiums is required to be paid, the entire cost thereof (the "**Resulting Cost**") with respect to the General Common Elements as a result of the negligence, misuse, neglect or abuse of: (i) the Residential Board or its Occupants or Permittees (including, for the purposes of this Section, the Residential Unit Owners), the Resulting Cost shall be borne by the Residential Board as an obligation of such Board (but the Residential Board may for its own purposes allocate such cost to one or more Residential Unit Owners if such cost is attributable to such Unit Owner(s), or as otherwise provided in the Residential By-Laws); (ii) the Office Board or its Occupants or Permittees (including, for purposes of this Section, the Office Unit Owners), the Resulting Cost shall be borne by the Office Board as an obligation of such Board (but the Office Board may for its own purposes allocate such cost to one or more Office Unit Owners if such cost is attributable to such Unit Owner(s), or as otherwise provided in the Office By-Laws); (iii) the Retail Unit or Retail Board, as applicable, or its Occupants or Permittees (including, for purposes of this Section, the Retail Unit Owners), the Resulting Cost shall be borne by the Retail Unit or in the event there exists a Retail Board, then by the Retail Board, as an obligation of such Board (but the Retail Board may for its own purposes allocate such cost to one or more Retail Unit Owners if such cost is attributable to such Unit Owner(s), or as otherwise provided in these Master By-Laws); or (iv) the Parking Unit Owner or its Occupants or Permittees, the Resulting Cost shall be borne entirely by the Parking Unit Owner;

except, with respect to all of the foregoing in each case, to the extent that the Resulting Cost is covered by the proceeds of any insurance actually maintained, or would have been so covered had the insurance that was required to be maintained pursuant to the provisions of these Master By-Laws, the Residential By-Laws or the Office By-Laws actually been maintained. The Resulting Cost shall not be deemed covered by insurance proceeds pursuant to the preceding sentence to the extent of any applicable deductibles. The foregoing shall not give rise to any claim on the part of any Person for consequential, special, exemplary or punitive damages.

(b) Cleaning of Windows. The washing and cleaning of interior glass surfaces of the exterior windows in each Unit shall be the responsibility of the respective Unit Owners. The exterior glass surfaces of the exterior windows in each Unit will be washed and cleaned by the Master Board or its designee. The Master Budget for First Year of Condominium Operation includes an expenditure for an annual window washing of all windows in the Condominium and the cost and expense thereof shall be a General Common Expense and shall be specially assessed between the Residential, Office and Retail Sections as described in the Budgets.

(c) Replacement of Windows. Any replacement of exterior glass windows in the Building, all of which are General Common Elements, because of breakage or otherwise, shall be made by and at the expense of the Person charged (as set forth in subsection (b) above) with the cleaning thereof (although each of the Residential Board, the Office Board and the Retail Board may allocate and assess the cost thereof in accordance with the terms of the applicable By-Laws). The cost of any window replaced by the Master Board shall be charged to the General Common Charge Obligors as a General Common Expense, on an allocated basis (as shown on the Expense Allocation Schedule), unless such breakage is caused by or attributable to the negligence, misuse or abuse of a Board or a Unit Owner or its Occupants or Permittees, in which event such replacement of glass windows shall be made by the Master Board and the cost thereof shall be allocated as described in subsection 6.3.2(a) above.

(d) Certain General Common Elements. Subject to Section 6.3.2(a) and Article 8 hereof, any structural or extraordinary Repairs or Alterations of or to such category of General Common Elements shall be made by the Master Board and charged to the General Common Charge Obligors as a General Common Expense and allocated as shown on the Expense Allocation Schedule. Additional requirements regarding the maintenance and Repair of terraces that are either Residential Limited Common Elements or appurtenant to Residential Units are addressed in the Residential By-Laws.

6.3.3 Manner of Performing Maintenance and Repairs. All maintenance and Repairs by any Section Board shall be made in accordance with the applicable provisions of Article 8 hereof as if the references therein to Alterations were references to maintenance and Repairs.

6.3.4 Standard of Maintenance. Each Unit (and all portions thereof), each Residential Common Element, Residential Limited Common Element, Office Common Element, Retail Common Element and the General Common Elements shall be kept and maintained in a good and proper manner, consistent with standards of maintenance and appearance as are commensurate with other similar properties in the vicinity of the Building, by whichever Person is responsible for the maintenance and Repair thereof under the Condominium Documents; and

each such Unit Owner or Board shall promptly make or perform, or cause to be made or performed, all maintenance work, Repairs, Alterations, painting or decoration as are necessary in connection therewith and to ensure that such Unit, Residential Common Element, Residential Limited Common Element, Office Common Element, Retail Common Element and General Common Element meets or exceeds such standards.

6.4 Utility Services. Utilities are provided and supplied to the Property and are distributed within the Building to each "Utility Service Area" and to the General Common Elements, and shall be paid for, as hereinafter set forth. For purposes of this Section 6.4, a "**Utility Service Area**" means the Residential Section, the Office Section, the Retail Section and the Parking Unit.

6.4.1 Electricity. Electricity service for the Building will be provided by Consolidated Edison Company of New York, Inc. ("**Con Ed**") or other utility company/ies or supplier(s) from time to time serving the Property. The electrical service will enter the Building at the main electrical service room via Con Ed network compartments. The electrical service is to be provided with meters belonging to the utility provider. There will be one (1) meter for the Residential Section and one (1) meter for the Office Section, Retail Section and Parking Section. Con Ed will maintain all utility meters. Sub-metering will be provided to all Residential Unit Owners and commercial tenants. Maintenance of these devices and any separation of billing will be the responsibility of the Building management. Each Unit Owner will pay the cost of electricity consumed in his Unit directly to the utility company and same is not included in the Common Charges.

6.4.2 Gas. Natural gas service is to be regulated for distribution in the Building at the gas meter room. The gas service for the Residential Section and Office Section is to be provided with master meters belonging to the utility provider, and the gas service will be metered collectively. The Building will be provided with natural gas service for boilers, cooking ranges and boiler pilots. Common metering will be provided by the utility company for heating and cooking elements. The cost of the gas service (for cooking and dryers) is included in the Common Charges, the cost of which will be born solely by the Residential Unit Owners. The Retail Section will be separately metered for gas service, and the Owner of the Retail Unit will pay directly to the utility company for gas consumed in the Owner's Unit.

6.4.3 Domestic Water; Sewer Rents. The charges for water and sewer services provided to the Residential Units and the Common Elements will be levied on the basis of a Master City Meter and borne collectively by the Residential Unit Owners in proportion to their percentage of the Common Interest. Water and Sewer service will be provided by the City of New York. Domestic water is to be master-metered at the point of entry and will be levied on the basis of metered usage and the cost of the same will be borne by the Residential Unit Owners as a Residential Common Expense. Sub-meters are to be installed on the Building cooling tower water make-up line and the Building boiler water make-up line. Sewerage rates are to be based on the collectively metered domestic water consumption.

6.4.4 Utilities for General Common Elements. The usage and consumption of electricity, gas, domestic water, sewer service and any other utility by, for or in respect of the

General Common Elements will be separately metered, sub-metered or otherwise determined and the costs and charges therefor will be allocated among the General Common Charge Obligors as a General Common Expense in accordance with the Expense Allocation Schedule.

6.4.5 Utility Costs Payable as General Common Charges. The Master Board may require each General Common Charge Obligor to pay monthly in advance to the Master Board the charges reasonably estimated or anticipated as being attributable to each such General Common Charge Obligor with respect to such utilities. All such estimated charges shall be subject to periodic adjustment based upon actual usage.

6.4.6 Meter Readings.

(a) The Master Board shall, as necessary, engage the services of a reputable meter reading and/or billing company to act on its behalf in properly billing and accounting for each General Common Charge Obligor's share of utility costs reimbursable to the Master Board.

(b) All such billings to General Common Charge Obligors by or on behalf of the Master Board with respect to metered or sub-metered utilities shall be at the Building's and/or Master Board's cost; except that the allocable cost of reading the meters or sub-meters of each General Common Charge Obligor may be added to the charges payable to the Master Board by each such General Common Charge Obligor.

6.4.7 Further Sub-metering. Each Board shall have the right to sub-sub-meter or allocate, as applicable and as determined in its sole discretion, all or any portion of the utilities within its Utility Service Area and, to bill or otherwise collect amounts from its occupants, Residential Unit Owners, Office Unit Owners, the Retail Unit Owner(s) or the Parking Unit Owner, as the case may be, with respect thereto. The individual Residential Unit Owners shall pay their share of the Residential Section's utility costs to the Residential Board in the manner provided in the Residential By-Laws. The Office Unit Owners shall pay the share of the Office Section's utility costs to the Office Board in the manner provided in the Office By-Laws. In the case of multiple Retail Unit Owners, the Retail Unit Owners shall pay the share of the Retail Section's utility costs to the Retail Board in the manner provided in these Master By-Laws. No such sub-sub-metering or other allocations or arrangements made by a Board, however, shall affect or diminish the primary obligation of any General Common Charge Obligor to the Master Board with respect to any such charges, as applicable.

6.4.8 LEED Certification. Until such time that Declarant or its designees no longer own any Unit, Non-Residential Unit Owners must comply with requirements set forth by the U.S. Green Building Council (USGBC) so that the Building can meet standards necessary for it to receive certification under the Leadership in Energy and Environmental Design ("LEED") Green Building Rating System. In accordance with the LEED requirements, as set forth in full detail in the Description of Property in Part II of the Plan, Non-Residential Purchasers must agree to specific LEED requirements in their Purchase Agreements, including: (i) a commitment to share energy and water usage data, (ii) energy and atmosphere requirements (rules regarding refrigerants), (iii) indoor environmental quality requirements (including ventilation requirements), (iv) controllability of systems/thermal comfort and (v) smoking prohibitions in the Non-Residential

Units and the Common Elements of the Building. While the Declarant has applied for certain LEED credit, the Building must be evaluated upon completion. Prospective Purchasers are advised that Declarant makes no guaranty or assurance that LEED credit will be issued for the Building.

ARTICLE 7
REAL ESTATE TAXES; TAX CERTIORARI PROCEEDINGS

7.1 Real Estate Taxes; Impositions.

7.1.1 Until the Units are separately assessed and billed for real estate tax purposes, the Master Board will pay all real estate taxes with respect to the Property to the Department of Finance of the City of New York (or directly to Declarant if and to the extent Declarant has paid such taxes) and allocate the cost thereof (and all refunds thereof) among all the Units as hereafter set forth. The Master Board will first allocate such taxes to each General Common Charge Obligor in accordance with their respective proportionate General Common Interests. The allocation of the Property's taxes to the Residential Section as a whole will then be pro-rated among the individual Residential Units in the manner set forth in the Residential By-Laws. The allocation of the Property's taxes to the Office Section as a whole will then be pro-rated among the Office Unit Owners in the manner set forth in the Office By-Laws. The allocation of the Property's taxes to the Retail Section as a whole will then be pro-rated among the Retail Unit Owner(s) in the manner set forth in these Master By-Laws. The General Common Charge Obligors shall be responsible and shall pay the Master Board for their respective allocated shares (determined as aforesaid), which payments shall be payable as if the same were General Common Charges and will be due at least ten (10) Business Days prior to the due date of such taxes. Such taxes will be paid by the Master Board in a timely manner so that no lien will be placed on the Property or on any Unit. A Unit Owner will not be responsible for the payment of, and will not be subject to any lien arising from, the nonpayment of real estate taxes assessed against or allocated to any other Unit(s). Each Unit Owner shall be responsible for the Impositions payable in respect of its Unit.

7.2 Tax Certiorari Proceedings.

(a) By the Master Board. The Master Board, on behalf of and as agent for the Unit Owners, shall commence, pursue and settle certiorari proceedings to obtain reduced real estate tax assessments with respect to such Units. Each Unit Owner agrees to and shall indemnify the Master Board and the other Unit Owners from and against all claims, costs and expenses (including, without limitation, attorneys' fees and expenses) resulting from such proceedings. During the pendency of any such proceedings, the Unit Owners shall share in the costs thereof in relative proportion to their respective General Common Interest; and upon the conclusion of any such proceedings, such Persons shall, after retroactive adjustment for any overpayments or underpayments as a result of prior sharing on the basis of General Common Interest, share in the costs thereof in relative proportion to the benefits derived by such Unit Owners therefrom. In the event any such Unit Owner individually seeks to have the assessed valuation of its Unit reduced by bringing a separate certiorari proceeding, the Master Board, if necessary or desirable for such

proceeding, will execute any documents or other papers required for, and otherwise cooperate with such Unit Owner (at such Unit Owner's cost and expense) in pursuing, such reduction, provided that such Unit Owner indemnifies the Master Board from all claims, costs and expenses (including, without limitation, attorneys' fees and expenses) resulting from such proceedings.

(b) By the Section Boards. Notwithstanding the foregoing, the Master Board may, in writing, authorize each Section Board to act as its agent, and on its behalf, in fulfilling the Master Board's duties set forth in Section 7.2(a) of these Master By-Laws on behalf of the Unit Owners in such Section. In the event the Master Board does so authorize any Section Board, the certiorari proceedings to obtain reduced real estate tax assessments with respect to each such Section shall be commenced, pursued, compromised and settled as and to the extent set forth in the applicable Section By-Laws.

ARTICLE 8
ALTERATIONS

8.1 Alterations to the General Common Elements Performed by the Declarant or the Master Board. Each of the Declarant (or its designee) and the Master Board may perform Alterations or Repair in or to the General Common Elements without the prior consent of any other Unit Owner or Board, and the cost thereof shall be charged to the General Common Charge Obligors in accordance with Article 6 hereof. Notwithstanding any other provision of the Condominium Documents, to the extent that any Alteration (including a Repair) of the General Common Elements is necessary to comply with Laws or Insurance Requirements, or for the health or safety (but not the general comfort or welfare) of the Boards, the Unit Owners or their Occupants or Permittees or in the case of an Emergency, Declarant and/or the Master Board may make and perform the same without the consent of any Unit Owner(s) or any other Board that would, or whose Unit(s) or Limited Common Elements would, be affected thereby.

8.2 Alterations to the General Common Elements Performed by a Person Other Than the Declarant or the Master Board.

8.2.1 Other than Declarant or its designee, all Unit Owners and Section Boards, shall not, prior to the issuance of a Permanent Certificate of Occupancy, perform any Alterations which shall modify, affect or impair any General Common Elements of the Building or which would have a material adverse effect on the structural, mechanical, electrical or plumbing elements of the Building or the exterior appearance of the Building or will affect multiple Sections of the Building (collectively, a "**GCE Alteration**"), unless said Unit Owner or Board shall, with respect to such Alterations, (i) obtain prior written consent from the Master Board and the Declarant or its designee, and (ii) fulfill the GCE Alteration Obligations (as such term is defined below). The determination of whether an Alteration or Repair affects a General Common Element shall be made solely by the Master Board.

8.2.2 Prior to the commencement of any GCE Alteration, the Unit Owner or the Board performing such GCE Alteration (the "**GCE Work Performer**") shall deliver for approval by the Master Board's architect and the Master Board's consulting engineer the proposed Alteration for

review and approval, and the GCE Work Performer shall complete all of the following obligations ("**GCE Alteration Obligations**"):

(a) GCE Work Performer shall provide the Declarant or its designee, the Master Board and the Managing Agent with a list of all contractors and subcontractors who, in connection with the GCE Alteration, will perform any services or furnish any materials.

(b) GCE Work Performer shall provide the Declarant or its designee, the Master Board and the Managing Agent with a complete, conformed and true copy of each and every agreement made between the GCE Work Performer and its contractors and suppliers in connection with the performance of the GCE Alteration. Each such agreement must require the contractor performing any portion of the GCE Alteration to name each of the Master Board and its Managing Agent, the Declarant and its designee, each Section Board and its Managing Agent, any Unit Owner affected by the GCE Alteration, and the GCE Work Performer as additional insureds, as their interests may appear.

(c) GCE Work Performer shall provide the Declarant or its designee, the Master Board and the Managing Agent with a written statement from a licensed electrician, engineer or architect, certifying that the electrical loads required during and subsequent to the GCE Alteration (i) will not exceed the present electrical capacity of the affected Unit (if any) and (ii) will not adversely affect the electrical service of the Building.

(d) GCE Work Performer shall file the Plans with all appropriate New York City governmental agencies and shall obtain all governmental approvals, permits, sign-offs and certificates that may be required in connection with the GCE Alteration. GCE Work Performer shall notify the Managing Agent of the building permit number, if any, assigned to the Plans. Furthermore, within ten (10) days after receipt of the same by GCE Work Performer, GCE Work Performer shall deliver to the Managing Agent copies of every approval, permit, sign-off and certificate issued in connection with the GCE Alteration.

(e) GCE Work Performer shall deliver to the Declarant or its designee, the Master Board and the Managing Agent, certificates, or other proof of the following insurance coverage from his contractor(s):

(i) comprehensive personal liability and property damage insurance policies, each with limits not less than $1,000,000; and

(ii) workers' compensation and employer's liability insurance covering all employees of any contractor, subcontractor, or both.

The certificates of such insurance coverage shall evidence the fact that the Master Board and its Managing Agent, the Declarant and its designee, each Section Board and its Managing Agent, any Unit Owner affected by the GCE Alteration, and the GCE Work Performer are named as additional insureds, as their interests may appear.

(f) During the performance of any such GCE Alteration, the GCE Work Performer shall comply with the following requirements:

(i) The GCE Alteration shall be performed only between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday, unless a different time period is approved by the Master Board. No part of the GCE Alteration may be performed on Saturdays, Sundays or Holidays.

(ii) To the extent necessary, the GCE Work Performer hereby agrees to cause every person connected with the GCE Alteration who enters the Building to show proper identification, identifying themselves to the staff at the Premises. The GCE Work Performer agrees that the Master Board, or any Section Board, and their representatives, including any Building personnel, shall have the right to prevent any of the GCE Work Performer's workers from entering the Building if they fail to exhibit satisfactory identification.

(iii) GCE Work Performer agrees that during the GCE Alteration, dust from the debris shall be controlled. A dust-proof partition shall be temporarily installed during the GCE Alteration to prevent dust or debris from entering the stairwells, elevator shafts, hallways and/or other Sections or Units in the Building. GCE Work Performer shall further cause whatever other precautions are necessary to be taken to prevent dirt and dust from entering the other parts of the Building or the other Sections or Units in the Building during the performance of the GCE Alteration. GCE Work Performer shall cause its contractors to broom-clean all affected Building areas each night before the contractors leave the Building. GCE Work Performer understands that the Building shall be kept reasonably clean at all times, and shall cause his contractors and subcontractors to keep the Building in such condition. In the event that GCE Work Performer or his contractors fail to comply with the cleanliness requirements, the affected Board may cause such rubbish to be removed and the GCE Work Performer shall be liable to for the costs thereof.

(iv) GCE Work Performer shall be responsible for checking the water pressure in the plumbing lines before and after the GCE Alteration to determine that there is no reduction in water pressure, and shall further be responsible for any and all work required to maintain such water pressure. No water shutdowns are permitted unless approved by the Master Board. GCE Work Performer shall submit a written request to the Master Board not less than one week prior to proposed shutdown. The appropriate Building personnel and Board representatives will monitor all water shutdowns.

(v) GCE Work Performer shall, in all instances, cause its contractors, subcontractors and all other workmen performing the GCE Alteration to take all reasonable steps necessary to prevent the scratching and other destruction of the elevators and hallways. GCE Work Performer agrees to cause the repair of any scratching or other damage to the elevators resulting from the GCE Alteration within three (3) days of receipt of written notice of such damage. GCE Work Performer understands that under no circumstances may any material be transported on the top of the elevator cabs or through the hatch.

(vi) All rubbish, rubble, discarded equipment or other materials, including, but not limited to empty packing cartons, are to be promptly removed from the Building, at the sole cost and expense of the GCE Work Performer, in barrels, or such other appropriate receptacles, by way of the service elevator, at such reasonable times and in such manner as the Master Board, affected Section Board, either or both their Managing Agents, or authorized representatives may direct. No accumulation of debris shall be permitted in any common area of the Building, including, but not limited to, the hallways, lobby or courtyards. No "street containers" or "dumpsters" for the storage of rubbish shall be placed or maintained outside the Building without the prior written consent of the Master Board, and under no circumstances will dumpsters be permitted during weekends or holidays. In the event that GCE Work Performer or his contractors fail to comply with the rubbish removal requirements, the affected Board may cause such rubbish to be removed and the GCE Work Performer shall be liable to for the costs thereof.

(vii) In the event that, in the reasonable discretion of the Declarant, its designee, the Master Board or its Managing Agent, the GCE Alteration is interfering with any Board's or with the Declarant's obligations or the expedient repair, operation or maintenance of the Building, then, upon written notice the GCE Work Performer agrees to suspend the interfering work forthwith, pending further written authorization from the Master Board to continue with the GCE Alteration. Furthermore, the GCE Work Performer agrees to stop any work on the GCE Alteration if at any time he is notified that the Master Board's architect or engineer has found that the work being performed (a) is in substantial deviation from the Plans, unless such deviations shall have been first approved by the Master Board; (b) is in violation of the local building code or any other law, code, rule or regulation of any federal, state or local governmental authority; or (c) is being performed in an unworkmanlike manner or the materials being used in connection therewith are of an inferior quality.

(viii) All work included in the GCE Alteration shall be performed only by contractors duly licensed by the City of New York, if any license is required. No contractor whose hire would result in a violation of any agreement between the Condominium and any union that is the collective bargaining agent of any employees of the Condominium shall be engaged.

(ix) The GCE Work Performer agrees to promptly and expeditiously prosecute the GCE Alteration to completion. The GCE Work Performer represents that the GCE Alteration shall be completed within six (6) months from the commencement of construction so as to enable Declarant and/or its designees to obtain the PCO.

(x) Notwithstanding anything herein to the contrary, the GCE Work Performer shall be solely responsible for (i) any violations or objections of law, rule, regulation or order, resulting from the GCE Alteration, and shall cause the same to be cured within thirty (30) days of the issuance of said violation or objection; and (ii) closing permits on the earlier to occur of six (6) months from obtaining such

permits or sixty (60) days from the substantial completion (or abandonment) of the GCE Alteration (and if not, then Declarant, its designee and/or an applicable Board shall have the right to either (a) complete such GCE Alteration on behalf of the GCE Work Performer at the GCE Work Performer's sole cost and expense or (b) compel the GCE Work Performer to complete the Alteration in a manner which enables the Building to obtain a Permanent Certificate of Occupancy within six (6) months from commencement of the GCE Alteration.) The GCE Work Performer shall bear all costs attributable thereto, including but not limited to the payment of any penalty and or fine levied in connection therewith;

(xi) The GCE Work Performer shall assume all responsibility for the GCE Alteration and agrees that the Declarant, the Master Board, any Section Board, any of their Managing Agents, nor any Unit Owner shall not be responsible for the failure of efficient performance of Building services resulting from the GCE Alteration.

(xii) The GCE Work Performer may be required to pay $1,000 to the Master Board for an initial GCE Alteration Review Fee. Such fee covers the initial review of the GCE Alteration plans and one additional review to confirm that all changes thereto required by the Master Board have been made. Any additional review (whether due to the failure of the GCE Work Performer's architect to comply with the Master Board's comments, design changes or otherwise) will be charged to the GCE Work Performer as an additional expense and the Master Board shall have the same collection and enforcement rights with respect to such additional changes as it has with respect to General Common Charges.

8.2.3 All GCE Alterations shall be performed: (i) at the GCE Alteration Performer's sole cost and expense; (ii) in a manner which will not interfere with, or cause any labor disturbances or stoppages in, the work of Condominium employees or other contractors or subcontractors employed in the Sections, Units or the Building; (iii) employing such architects, engineers, contractors, subcontractors, suppliers and other laborers who are on the Managing Agent's then approved list, as such list may change from time to time, in the sole discretion of the Master Board; (iv) in a manner which does not interfere with any means of ingress or egress or Common Elements (in terms of staging/storing materials or equipment) and (v) in compliance with the Declaration, these Master By-Laws, the applicable Section By-Laws (if applicable), the overall Building standards and all Laws.

8.2.5 Prior to, and as a condition of, the granting of its consent to the making of any such GCE Alteration (to the extent such consent is required), Declarant, its designees and/or the Master Board, at its option, may require the GCE Alteration Performer to execute an agreement, in form and substance satisfactory to the Master Board, setting forth the terms and conditions under which such GCE Alteration may be made.

8.2.6 Declarant, its designee and/or the Master Board shall have the right to update and revise the foregoing GCE Alteration Obligations and shall have the right, upon the review of materials submitted pursuant to the GCE Alteration Obligations, to request revisions thereto.

8.3 Alterations or Repairs Affecting Sections of the Building. Any Alterations which only affect the Residential Section shall be performed in the manner set forth in the Residential By-Laws. Any Alterations or Repairs which only affect the Office Section shall be performed in the manner set forth in the Office By-Laws. Without limiting the applicability of any other provision of the Declaration, these Master By-Laws or any Section By-Laws, any Section Board or Unit Owner performing any Alterations or Repairs to areas of the Building which affects any combination of the Sections shall, with respect to that portion of the work, (i) obtain prior written consent from the Master Board and the Declarant and Declarant's designee, if any, and (ii) fulfill the GCE Alteration Obligations (set forth in Section 8.2 of these Master By-Laws) in connection with such Alterations or Repairs and shall treat such Alterations or Repairs as a GCE Alteration. The determination of whether an Alteration or Repair affects more than one Section shall be made solely by the Master Board.

8.4 Alterations to the Retail Section.

8.4.1 Any Retail Unit Owner (who is not Declarant or its designee) and the Retail Board shall not, prior to the issuance of a PCO, perform any GCE Alterations in a Retail Unit or the Retail Common Elements, unless said Retail Unit Owner or Retail Board shall, with respect to such Alterations, (i) obtain prior written consent from the Master Board and Declarant or its designee, if any, and (ii) fulfill the GCE Alteration Obligations.

8.4.2 Unless otherwise provided in these Master By-Laws, and subject to the rights of the Declarant and its designee, if any, the Retail Unit Owner or Retail Board, as applicable, shall have the exclusive right to make Alterations to the Retail Common Elements. In addition, subject in all events to the provisions hereof regarding conflicting terms, Repairs to and Alterations of the Retail Units and the Retail Common Elements shall be further subject to such additional terms, conditions and requirements as may be contained in the Master Rules and Regulations and the Retail Rules and Regulations, if any, (as amended from time to time) or as shall otherwise be imposed by the Retail Unit or Retail Board, as applicable, (including, without limitation, requiring that any approvals or consents required or permitted to be obtained by the Retail Unit Owner from the Master Board, a Unit Owner other than another Retail Unit Owner, or any other Board be obtained by the Retail Board on the Retail Unit Owner's behalf). Any of the foregoing requirements and authority of the Master Board set forth in Section 8.1 may be delegated by the Master Board to the Retail Unit or Retail Board, as applicable, with the agreement of the Retail Unit or Retail Board, as applicable,.

8.4.3 The Retail Unit Owner has the right to alter, divide, subdivide and combine portions of its Unit subject to the provisions of the Declaration, these Master By-Laws and all applicable Laws.

8.5 Alterations to the Residential Section.

8.5.1 Prior to the issuance of a PCO, the Residential Board shall not, without first obtaining the written consent of Declarant or its designee, perform any work on the Residential Common Elements or Residential Limited Common Elements or give consent to any Residential Unit Owner to perform any work on any portion of the Building. The Declarant's (or its

designee's) consent may be conditioned upon such requirements as the Declarant (or its designee) determines, including, but not limited to, a requirement that all such work be completed within six (6) months from commencement of construction.

8.5.2 Subject to the rights of Declarant and its designees, unless otherwise provided in the Residential By-Laws, the Residential Board shall have the exclusive right to make Alterations to the Residential Common Elements and the Residential Limited Common Elements. In addition, subject in all events to the provisions hereof regarding conflicting terms, Alterations to the Residential Units, the Residential Common Elements and the Residential Limited Common Elements shall be further subject to such additional terms, conditions and requirements as may be contained in the Residential By-Laws from time to time or as shall be imposed by the Residential Board (including, without limitation, requiring that any approvals or consents required or permitted to be obtained by a Residential Unit Owner from the Master Board, a Unit Owner other than another Residential Unit Owner or any other Board be obtained by the Residential Board on the Residential Unit Owner's behalf). Any of the foregoing requirements and authority of the Master Board set forth in Section 8.1 may be delegated by the Master Board to the Residential Board with the agreement of the Residential Board.

8.6 Alterations to the Office Section.

8.6.1 Prior to the issuance of a PCO, the Office Board shall not, without first obtaining the written consent of Declarant or its designee, perform any work on the Office Common Elements or give consent to any Office Unit Owner to perform any work on any portion of the Building. The Declarant's (or its designee's) consent may be conditioned upon such requirements as the Declarant (or its designee) determines, including, but not limited to, a requirement that all such work be completed within six (6) months from commencement of construction. Furthermore, all Alterations must be performed in accordance with the terms of the Office By-Laws.

8.6.2 Subject to the rights of Declarant and its designees, unless otherwise provided in the Office By-Laws, the Office Board shall have the exclusive right to make Alterations to the Office Common Elements. In addition, subject in all events to the provisions hereof regarding conflicting terms, Repairs to and Alterations of the Office Units and the Office Common Elements shall be further subject to such additional terms, conditions and requirements as may be contained in the Office By-Laws from time to time or as shall be imposed by the Office Board (including, without limitation, requiring that any approvals or consents required or permitted to be obtained by the Office Unit Owner from the Master Board, a Unit Owner other than another Office Unit Owner, or any other Board be obtained by the Office Board on the Office Unit Owner's behalf). Any of the foregoing requirements and authority of the Master Board set forth in Section 8.1 may be delegated by the Master Board to the Office Board with the agreement of the Office Board.

8.7 Alterations to the Parking Unit. Alterations and Repairs to the Parking Unit shall be made by the Parking Unit Owner, subject only to the requirements set forth herein and in the Declaration and applicable Law. The Parking Unit Owner has the right to alter, divide, subdivide and combine portions of its Unit subject to the provisions of the Declaration, these

Master By-Laws and all applicable Laws. Notwithstanding the foregoing, prior to the issuance of a PCO, the Parking Unit shall not, without first obtaining the written consent of Declarant or its designee, perform any work in the Parking Unit or the Building. The Declarant's (or its designee's) consent may be conditioned upon such requirements as the Declarant (or its designee) determines, including, but not limited to, a requirement that all such work be completed within six (6) months from commencement of construction.

8.8 Alterations to Unsold Units by Declarant or its Designee. Notwithstanding anything to the contrary contained in this Article 8 (but subject to all Laws), Declarant and its designee(s) shall have the right pursuant (and subject) to the terms and conditions set forth in Part I of the Offering Plan and the Declaration, without the approval of any Board, any Unit Owner or mortgagee, to (a) change the size, square footage, layout of, or number of, rooms in any Unsold Unit, (b) change the size, or number of, Unsold Units by dividing one or more Unsold Units into two or more separate Units, by combining one or more Unsold Units into one or more Unsold Units, by altering any boundary walls between Unsold Units or by incorporating Common Elements (such as a portion of a hallway, without changing the Common Interest, which will thereafter be deemed to be a Limited Common Element), which exclusively benefits an Unsold Unit, into such Unsold Unit and, (c) if appropriate, reapportion among the Unsold Units affected by any such change the aggregate Common Interest. In the event of any change pursuant to either (b) or (c) above, such change shall be disclosed in a duly filed amendment to the Plan. No such change, including any change in the Common Interest or in the amount of quality of Common Elements directly affecting or servicing a Unit, will be made with respect to such Unit for which a Purchase Agreement is then in effect which increases or decreases the square footage area (excluding interior partitions) or Common Interest by more than 5%, or materially changes the layout of such Unsold Unit, unless the Purchaser consents to such changes. Provided Purchaser's consent is not required, a Purchaser will not be excused from purchasing the Unit and will not have any claim against Declarant or its designee, as a result of any such change and will not affect a Purchaser's obligations under the Purchase Agreement or the Plan. If Purchaser's consent is required as a result of such change and Purchaser refuses to consent, then in such event, Declarant or its designee may offer Purchaser a right of rescission and Purchaser shall have the option of whether or not to accept such right of rescission. If accepted, Declarant's sole obligation shall be to refund to Purchaser the Deposit made under the Purchase Agreement and any interest earned thereon, except for funds expended by or reimbursed to Declarant for upgrades or extras. As provided for in the applicable By-laws, once the Period ends, a Board may provide a Unit Owner in its Section with the foregoing rights of Declarant in connection with the combination of Units.

8.9 Requirements in Connection with Alterations. Notwithstanding anything in this Article 8 to the contrary, the Person performing or causing, permitting or suffering any Alterations to be performed shall, if required by the Master Board, pay the cost of (x) any necessary amendment of the Declaration and the floor plans of the Condominium, if appropriate, to reflect any such Alterations, (y) obtaining all necessary governmental permits, authorizations, certificates and licenses for the commencement and completion of any Alterations (and copies thereof shall be delivered to the Master Board promptly after the issuance thereof and prior to the commencement of any Alterations or Repairs), and obtaining any amendment to the Certificate of Occupancy for such Section or Unit, if necessary, and (z) any architectural, engineering and legal fees incurred by the Master Board in connection with such work. Neither the Master Board

nor any Person (other than the Person making or causing, permitting or suffering any Alterations to be made in or to its Unit) shall incur any liability, cost, or expense either: (a) in connection with the preparation, execution, or submission of the applications referred to above; (b) to any contractor, subcontractor, supplier, architect, engineer or laborer on account of any Alterations made or caused, permitted or suffered to be made by any Unit Owner; (c) to any person or entity asserting any claim for personal injury or property damage arising therefrom; or (d) arising out of a Person's failure to obtain any permit, authorization, certificate or license, or to comply with the Declaration, these Master By-Laws, the applicable Section By-Laws (if any), and all Laws insofar as the same relates to Alterations. A Person making or causing, permitting or suffering any tenant or occupant to make, any Alteration shall be deemed to have agreed to indemnify and hold the Master Board and its Managing Agent, the Residential Board and its Managing Agent, the Office Board and its Managing Agent, the Retail Unit or Retail Board, as applicable, and its Managing Agent (if any) and all other Unit Owners harmless from and against any liability, loss, cost, or expense arising therefrom, and from and against any and all loss, cost, expense (including, but not limited to, attorneys' fees and disbursements), damage or injury, whether direct, indirect or consequential, resulting from, arising out of, or in any way connected with, any of the foregoing.

8.10 Rights of Declarant, its Designee and Master Board. If any Person commences any Alterations in violation of the foregoing terms and conditions, or fails to comply with the reasonable requirements of Declarant, its designee in connection with the same, Declarant and its designee shall be entitled to cause such work to be halted, including, without limitation, to cause the Managing Agent to deny access to the Building to the workers and suppliers, until the Person complies with the same. During the period until such Person is permitted hereunder to resume its work, Declarant, its designee and the Master Board shall have the right to perform any and all work as may be necessary, in Declarant or its designee's sole judgment, in order to avoid any delay in obtaining a temporary or permanent Certificate of Occupancy for the Building (or any amendment to, or extension of, the same if theretofore issued), whether or not such work shall be in compliance with the plans and specifications for the work theretofore performed by, or on behalf of, such Person. The cost and expense of any such work performed by Declarant or its designee, as the case may be, shall be borne by such Person and shall be paid to Declarant or its designee, as applicable, within fifteen (15) days of written demand therefor.

ARTICLE 9
MECHANIC'S LIENS, VIOLATIONS; COMPLIANCE WITH LAWS AND INSURANCE REQUIREMENTS; HAZARDOUS MATERIALS

9.1 Mechanic's Liens. In the event that any mechanic's lien is filed against any Unit or other portion of the Property as a result of services provided or materials furnished to, or Alterations or Repairs or other work performed for: (a) the Parking Unit Owner (or such Parking Unit Owner's Occupants or Permittees) with respect to all or any portion of its Parking Unit; an Office Unit Owner (or such Office Unit Owner's Occupants or Permittees) with respect to all or any portion of its Office Unit; a Residential Unit Owner (or such Residential Unit Owner's Occupants or Permittees) with respect to its Residential Unit, or any Residential Limited Common Elements over which it exercises exclusive control pursuant to the Residential By-Laws; or a Retail Unit

Owner (or such Retail Unit Owner's Occupants or Permittees) with respect to all or any portion of its Retail Unit (each such Unit Owner, for purposes of this Section 9.1, being referred to as the "**Lien-Causing Unit Owner**"); (b) the Residential Board (or its Managing Agent or such Board's Occupants or Permittees) with respect to the Residential Common Elements (other than those Residential Limited Common Elements which one or more Residential Unit Owners exercises exclusive control pursuant to the Residential By-Laws) or any Residential Unit owned by the Residential Board or its designee; (c) the Office Board (or its Managing Agent or such Board's Occupants or Permittees) with respect to the Office Common Elements or any Office Unit owned by the Office Board or its designee; (d) the Retail Unit or Retail Board, as applicable, (or its Managing Agent or Occupants or Permittees) with respect to the Retail Common Elements or any Retail Unit owned by a Retail Unit or Retail Board, as applicable, or its designee; (e) the Master Board (or its Managing Agent or such Board's Occupants or Permittees) with respect to the General Common Elements or any Unit owned by the Master Board or its designee (in each such case (b), (c), (d) or (e), for purposes of this Section 9.1, such Board being referred to as the "**Lien-Causing Board**"), or alleged to have been provided or furnished to, or performed for, any such Lien-Causing Unit Owner or Lien-Causing Board, as the case may be, then such Lien-Causing Unit Owner or Lien-Causing Board shall promptly notify the Condominium's Managing Agent (or, if there is no Managing Agent, the Master Board) of same, and shall cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or by posting a bond or other security as shall be required by law to obtain such release and discharge, in each case within thirty (30) days after receiving from the Residential Board, Office Board, the Retail Unit or Retail Board, as applicable, or Unit Owner whose Unit (and/or Residential Limited Common Element, if applicable) has been adversely affected by such mechanic's lien; or from the Master Board if any General Common Elements have been adversely affected by such mechanic's lien, a notice (a "**Lien Notice**") identifying the lien and requesting that the same be released or discharged, failing which: (y) the Master Board (in the case of a Lien-Causing Unit Owner or the Residential Board, Office Board or Retail Unit or Retail Board, as applicable, that is a Lien-Causing Board); or (z) each of the Unit Owners, the Residential Board, the Office Board or the Retail Unit or Retail Board, as applicable, (if the Master Board is the Lien-Causing Board), shall have the rights set forth in Article 12 of these Master By-Laws. For purposes of this Section 9.1, the Residential Board, Office Board, Retail Board, as applicable, or Unit Owner shall be deemed to be "adversely affected" by a mechanic's lien (which is the responsibility of a Lien-Causing Unit Owner or Lien-Causing Board to remove, as aforesaid) if: (i) in the case of the Residential Board, Office Board or Retail Board, as applicable, that is affected, any of the Residential Units within the Residential Section, or any of the Office Units within the Office Section, or any of the Retail Units within the Retail Section, or (ii) in the case of a Residential Unit Owner that is affected, such Residential Unit Owner's Unit and/or any Residential Limited Common Elements over which such Residential Unit Owner exercises exclusive control pursuant to the Condominium Documents, as applicable, is/are reasonably purportedly (whether or not actually) encumbered by or subjected to the mechanic's lien (provided such mechanic's lien arises from services provided or materials furnished to, or Alterations or Repairs or other work performed for or alleged to have been provided or furnished to, or performed for, the Lien-Causing Unit Owner or the Lien-Causing Board, and not by, to or for the putatively 'adversely affected' Unit Owner or Board or its/their Occupants or Permittees). In all events, the Lien-Causing Unit Owner or Board shall defend, protect, indemnify and hold harmless all other Unit Owners and

Boards (and any of their Occupants) from and against any and all Costs arising out of or resulting from the applicable mechanic's lien. Copies of all Lien Notices sent by the Residential Board, Office Board, the Retail Unit or Retail Board, as applicable, or Unit Owner shall be simultaneously sent to the Master Board.

9.2 Violations. In the event that any violation shall be noted or noticed against any Unit or other portion of the Property as a result of any condition at the Property created or suffered by or existing with respect to: (a) a Residential Unit Owner (or such Unit Owner's Occupants or Permittees) with respect to its Unit, or any Residential Limited Common Elements over which it exercises exclusive control pursuant to the Residential By-Laws; an Office Unit Owner (or such Unit Owner's Occupants or Permittees) with respect to all or any portion of its Unit; a Retail Unit Owner (or such Unit Owner's Occupants or Permittees) with respect to all or any portion of its Unit; or a Parking Unit Owner (or such Unit Owner's Occupants or Permittees) with respect to all or any portion of its Unit (each such Unit Owner, for purposes of this Section 9.1, being referred to as the "**Violation-Causing Unit Owner**"); (b) the Residential Board (or its Managing Agent or such Board's Occupant's or Permittees) with respect to the Residential Common Elements (other than those Residential Limited Common Elements which one or more Residential Unit Owners exercises exclusive control pursuant to the Residential By-Laws) or any Residential Unit owned by the Residential Board or its designee; (c) the Office Board (or its Managing Agent or such Board's Occupant's or Permittees) with respect to the Office Common Elements or any Office Unit owned by the Office Board or its designee; (d) the Retail Unit or Retail Unit or Retail Board, as applicable, (or its Managing Agent or such Board's Occupants or Permittees) with respect to the Retail Common Elements or any Retail Unit owned by the Retail Unit or Retail Board, as applicable, or its designee (e) the Master Board (or its Managing Agent or such Board's Occupants or Permittees) with respect to the General Common Elements or any Unit owned by the Master Board or its designee (in each such case (b), (c), (d) or (e), for purposes of this Section, such Board being referred to as the "**Violation-Causing Board**"), the Violation-Causing Unit Owner or the Violation-Causing Board, as the case may be, shall promptly notify the Condominium's Managing Agent (or, if there is no Managing Agent, the Master Board) of same, and shall cause the violation to be removed and the condition giving rise to the violation to be cured, in each case within thirty (30) days after receiving, from the Residential Board, Office Board, Retail Unit or Retail Board, as applicable, or Unit Owner whose Unit or Residential Limited Common Element (if applicable) has been adversely affected by such violation, or from the Master Board if any General Common Elements have been adversely affected by such violation, a notice (a "**Violations Notice**") identifying the violation and requesting that the same be removed and the condition giving rise to it be cured (provided that if such violation cannot, notwithstanding diligent efforts, be removed and/or such condition cured within such thirty (30) day period, the Violation-Causing Unit Owner or the Violation-Causing Board, as the case may be, commences the removal of such violation and/or the curing of such condition as promptly as practicable within such thirty (30) day period and thereafter proceeds with diligence and continuity to complete such removal and/or cure); failing which: (y) the Master Board (in the case of a Violation-Causing Unit Owner or the Residential Board, Office Board or Retail Board, as applicable, that is a Violation-Causing Board), or (z) each of the Unit Owners and the Section Boards (if the Master Board is the Violation-Causing Board), shall have the rights set forth in Article 12 of these Master By-Laws. For purposes of this Section 9.2, a Board or a Unit Owner shall be deemed to be "adversely affected" by a violation or condition

giving rise to a violation (which is the responsibility of a Violation-Causing Unit Owner or Violation-Causing Board to remove or cure, as aforesaid) if: (i) in the case of the Residential Board, Office Board or Retail Board, that is affected, any of the Section Common Elements; or (ii) in the case of a Residential Unit Owner that is affected, any of such Residential Unit Owner's Unit or appurtenant Residential Limited Common Elements over which such Unit Owner exercises exclusive control pursuant to the Condominium Documents, as applicable, in each case, is/are reasonably purportedly (whether or not actually) subjected to the violation or the violation is noted against same (provided such violation arises from a condition at the Property created or suffered by the Violation-Causing Unit Owner or the Violation-Causing Board, and not by the putatively 'adversely affected' Unit Owner, Residential Board, Office Board or Retail Unit or Retail Board, as applicable, or its/their Occupants or Permittees). In all events, the contesting Unit Owner or Board shall defend, protect, indemnify and hold harmless all other Unit Owners and Boards (and their Occupants) from and against any and all Costs arising out of or resulting from any proceeding undertaken pursuant to this Section 9.2 or the underlying violation or non-compliance related thereto. Copies of all Violations Notices sent by the Residential Board, Office Board, Retail Board or Unit Owner shall be simultaneously sent to the Master Board.

9.3 Compliance with Laws, Insurance Requirements. Each Unit Owner and each Board, without cost or expense to the other Unit Owner(s) and Boards (except that costs and expenses incurred by the Master Board pursuant to this sentence are General Common Expenses), shall promptly comply and/or cause its Units Owners, Occupants or Permittees to comply with all Laws and Insurance Requirements applicable to such Unit Owners or Units owned by any Board, Limited Common Elements or Section Common Elements, as applicable; provided, however, that each Unit Owner and each Board shall have the right to contest, by appropriate legal or administrative proceedings diligently conducted in good faith, the validity or applicability to it of any such Law or Insurance Requirement and may delay compliance until a final decision has been rendered in such proceedings and appeal is no longer possible, unless such delay is reasonably likely to (1) render the other Unit(s) or any portion of any of the Common Elements liable to forfeiture, involuntary sale or loss, (2) result in involuntary closing of any business conducted thereon or therein, (3) subject another Unit Owner or Board to potential or real civil or criminal liability, (4) impair or prohibit any insurance required to be maintained hereunder or under any of the other Condominium Documents, or (5) subject any other Unit or Common Element to any lien or encumbrance, in which case (with respect to any of the foregoing clauses (1)-(5)) the contesting Unit Owner or Board shall immediately take such steps as may be necessary to prevent any of the foregoing, including posting bonds or security for complying with such Law or Insurance Requirement. If such alternate measures shall not be effective to prevent any of the foregoing, then such contesting Person shall comply with the applicable requirements pending the resolution of any such contest. Each non-contesting Unit Owner and Board shall cooperate to the fullest extent necessary with any contesting Unit Owner or Board in any proceeding undertaken pursuant to this provision, including executing necessary documents or consents to such contest, provided all costs and expenses incurred with respect thereto are paid by the contesting Unit Owner or Board, as the case may be. In all events, the contesting Unit Owner or Board shall defend, protect, indemnify and hold harmless all other Unit Owners and Boards (and their Occupants) from and against any and all Costs arising out of or resulting from

any proceeding undertaken pursuant to this Section 9.3 or the underlying violation or noncompliance related thereto.

9.4 Hazardous Materials. No Unit Owner (or its Occupants or Permittees) or Board shall store, use or permit the storage or use of Hazardous Materials on, about, under or in its Unit or otherwise in or on the Property, except to the extent that such Hazardous Materials are necessarily and customarily used in the ordinary course of usual business operations conducted thereon (in the case of the Non-Residential Units), and any such storage and/or use shall at all times be in compliance with all applicable Environmental Laws. Each Unit Owner and Board shall defend, protect, indemnify and hold harmless each other Board and each other Unit Owner (and the Occupants of each of the foregoing) from and against any and all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including, but not limited to, costs of investigation, remedial response, and reasonable attorneys' fees and cost of suit, arising out of or resulting from any Hazardous Material stored, used, maintained, released, or otherwise introduced by such Unit Owner or Board (including its Occupants and Permittees) under or in its Unit, Section Common Element, Residential Limited Common Elements and General Common Elements or otherwise in or on the Property.

ARTICLE 10
RECORDS AND AUDITS

10.1 The Master Board. The Master Board (or its Managing Agent) shall keep detailed records of the actions of the Master Board, minutes of the meetings of the Master Board, minutes of the meetings of the Unit Owners, if any, and financial records and books of account with respect to the activities of the Master Board, including a listing of all receipts and expenditures. In addition, the Master Board shall keep a separate account for each General Common Charge Obligor which, among other things, shall contain the amount of each assessment of General Common Charges and other amounts required by the Master Board to be paid by such Person, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid.

10.1.1 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 or an independent certified public accounting firm, shall be submitted by the Master Board to all Unit Owners (or the Boards representing such Unit Owners), and any Registered Mortgagees and Permitted Mortgagees who have requested the same in writing. The cost of such report submitted by the Master Board shall be a General Common Expense.

10.2 Availability of Documents. Copies of the Declaration, these Master By-Laws, the General Rules and Regulations, the Residential By-Laws and Residential Rules and Regulations, the Office By-Laws and Office 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 Master Board and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours and upon reasonable prior notice. If the Retail Unit or Retail Board, as applicable, or the Parking Unit Owner adopt any by-laws or rules and regulations for the use of the Retail Unit(s) or the Parking Unit, respectively, the same shall also be maintained at the office of the Master

Board and shall likewise be available for inspection by Unit Owners and their authorized agents during reasonable business hours and upon reasonable prior notice.

10.3 The Retail Board. At such time as there is more than one Retail Unit Owner, the Retail Board shall keep detailed records of the actions of the Retail Board, minutes of the meetings of the Retail Board, minutes of the meetings of the Retail Unit Owners, and financial records and books of account with respect to the activities of the Retail Board, including a listing of all receipts and expenditures. The Retail Board shall take such steps as are necessary to reflect the adoption of the foregoing record-keeping requirement including, to the extent necessary, amending the Condominium Documents.

10.4 The Residential Board. The Residential Board shall keep records of the type and manner as set forth in the Residential By-Laws.

10.5 The Office Board. The Office Board shall keep records of the type and manner as set forth in the Office By-Laws.

ARTICLE 11
INSURANCE; CASUALTY; CONDEMNATION

11.1 Master Board's Insurance Requirements. The Master Board shall exercise best efforts to obtain and maintain, to the extent obtainable and maintainable at commercially reasonable rates, the following insurance with respect to the General Common Elements:

11.1.1 Insurance against loss customarily included in so-called Special Causes of Loss or Special Form Perils property insurance written with Replacement Costs and Agreed Amount Endorsements, including building collapse and such other insurable hazards as, under good insurance practices from time to time, are insured against for other property and buildings similar to the Building in such location, height, and type of construction. Such insurance policy shall also insure costs of demolition and increased cost of construction, including, without limitation, increased costs arising out of changes in applicable laws and codes regulating reconstruction following a loss (which insurance for demolition and increased cost of construction shall be in an amount not less than $70,000,000), insuring the General Common Elements, and covering the interests of the Condominium, the Boards, all Unit Owners, all Permitted Mortgagees (as a group) and all Registered Mortgagees, as their respective interests may appear. In addition, the Special Causes of Loss property insurance shall also provide flood (including sewer backup) and earthquake (including land subsidence) coverage, which flood and earthquake coverages may contain a sublimit per occurrence and in the annual aggregate. The amount of such "All Risk" insurance shall be not less than one hundred percent (100%) of the aggregate replacement cost value of the General Common Elements (without deduction for depreciation), and such insurance shall include Extra Expense and Expediting Expense coverage in such amounts as the Master Board, from time to time, may determine. Each such insurance policy shall contain a removal or waiver of the co-insurance provisions and a replacement cost endorsement. Such coverage shall not include any Unit, or any fixtures, improvements, furnishings or personal property within any Unit;

11.1.2 Workers' Compensation insurance and New York State Disability benefits insurance as required by law and Employer's Liability coverage with limits of not less than $1,000,000, covering any employees of the Condominium (provided, however, that if the Master Board does not have any direct employees, such insurance shall be purchased on an "if any" basis);

11.1.3 Comprehensive Boiler & Machinery coverage on a replacement cost basis with the limits specified for in the Building's casualty policy, covering all physical damage to the General Common Elements, and such insurance shall include Extra Expense and Expediting Expense coverage in such amounts as the Master Board, from time to time, may determine, and covering the interests of the Condominium, the Boards and all Unit Owners and Registered Mortgagees, as their respective interests may appear. Each such insurance policy shall contain a removal or waiver of the co-insurance provisions and a replacement cost endorsement;

11.1.4 Crime insurance covering the Master Board and all officers, directors and employees of the Condominium and of any Managing Agent(s) of the Condominium with limits of not less than two (2) months of the then annual General Common Charges paid in the aggregate by all Unit Owners at the time of purchase or renewal of such policy;

11.1.5 Directors' and Officers' Errors and Omissions insurance with respect to the Master Board with limits of no less than $5,000,000; and

11.1.6 Commercial General Liability policy of insurance form ISO CG 0001 07 98 (which includes water damage insurance), or equivalent liability coverage, with limits of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate per location, and an Umbrella Liability policy, including, Cross Liability coverage (if available) covering one insured against another, Owned, Hired and Non-Owned Auto Liability, Notice and Knowledge of Occurrence, Unintentional Errors and Omissions, and Contractual Liability Products and Completed Operations Liability coverage, with limits of not less than $100,000,000 per occurrence and annual aggregate per location, or in such higher limits as the Master Board, from time to time, may determine. The policy or policies described in this subsection shall cover the following entities as follows:

(a) The Condominium, Master Board, the Managing Agent(s) of the Condominium, the members of the Master Board and each officer and employee of the Condominium shall be the named insured on such Commercial General Liability policy;

(b) The Residential Board, together with its subsidiaries, affiliates, directors, officers, members, managers, partners, agents, employees, servants and assignees, Managing Agents and Permitted Mortgagees, if any, and such other entities as shall reasonably be requested shall be included as additional insured(s) on a primary basis, except that such policy will not cover the liability of the Residential Board arising from occurrences within or about the Residential Section;

(c) The Office Board, together with its subsidiaries, affiliates, directors, officers, members, managers, partners, agents, employees, servants and assignees, Managing Agents and Permitted Mortgagees, if any, and such other entities as shall reasonably be requested shall be included as additional insured(s) on a primary basis, except that such policy will not cover the liability of the Office Board arising from occurrences within or about the Office Section; and

(d) Each of the Unit Owners, together with its subsidiaries, affiliates, directors, officers, members, managers, partners, agents, employees, servants and assignees, Managing Agents and Registered or Permitted Mortgagees, if any, and such other entities as shall reasonably be requested shall be included as additional insured(s) on a primary basis, except that such policy will not cover the liability of a Unit Owner arising from occurrences within or about its own Unit or the Limited Common Elements appurtenant thereto.

11.1.7 The Master Board shall, in the exercise of good business judgment and good insurance practices, as it shall determine, obtain and maintain terrorism insurance to the extent available at commercially reasonable rates, covering the General Common Elements, with limits, deductibles and terms as the Master Board, from time to time, may determine.

11.1.8 Such other insurance as the Master Board may determine advisable or necessary from time to time (Sections 11.1.1 through 11.1.8, collectively, the "**Master Board Insurance**"). The Master Board Insurance shall have deductibles in such amounts as the Master Board, from time to time, may reasonably determine. The Master Board shall review the limits of Master Board Insurance at least once each year.

11.2 Parking Unit Owner's Insurance Requirements. The Parking Unit Owner shall obtain and maintain the following insurance in such amounts and in such limits as described below, or in such higher amounts and in such higher limits as the Master Board, from time to time, may determine:

11.2.1 Commercial General (Public) Liability policy of insurance form ISO CG 0001 07 98 (which includes water damage insurance), or equivalent liability coverage, with limits of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate per location, and an Umbrella Liability policy, including, Cross Liability coverage (if available) covering one insured against another, Owned, Hired and Non-Owned Auto Liability, Notice and Knowledge of Occurrence, Unintentional Errors and Omissions, and Contractual Liability Products and Completed Operations Liability coverage; with limits of not less than $100,000,000 per occurrence and annual aggregate per location. The Parking Unit Owner purchasing such Commercial General Liability policy shall be the named insured. Each of the Boards and the other Unit Owners, together with its or their respective subsidiaries, affiliates, directors, officers, members, managers, partners, agents, employees, servants and assignees, Managing Agents and mortgagees, and such other entities as shall reasonably be requested shall be included as additional insured(s) on a primary basis.

11.2.2 Insurance against loss customarily included in so-called Special Causes of Loss or Special Form Perils property insurance and Comprehensive Boiler & Machinery coverage, each

on a replacement cost basis, covering the interests of the Parking Unit Owner and its Registered Mortgagee in the Parking Unit, as their respective interests may appear, in amounts reasonably sufficient to undertake and complete any Unit Restoration Work and otherwise comply with Section 11.13.4 below.

11.2.3 Business Income and/or Rental Income due to an occurrence or accident insured under the "All Risk" policy and the Boiler and Machinery policy. The coverage shall be provided on "Actual Loss Sustained" forms in amounts of not less than twenty-four (24) months of the then annual General Common Charges payable by the Parking Unit Owner at the time of purchase or renewal of such policy. Such policy of Business Income and/or Rental Income shall have a maximum deductible of no more than six (6) months of the then annual General Common Charges payable by the Parking Unit Owner at the time of purchase or renewal of such policy. Each Parking Unit Owner shall use commercially reasonable efforts to name the Master Board as "loss payee", as its interest may appear, under such policy.

11.3 The Retail Insurance Requirements. The Retail Unit Owner or Retail Board, as applicable, shall obtain and maintain the following insurance in such amounts and in such limits as described below, or in such higher amounts and in such higher limits as the Master Board, from time to time, may determine:

11.3.1 Commercial General (Public) Liability policy of insurance form ISO CG 0001 07 98 (which includes water damage insurance), or equivalent liability coverage, with limits of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate per location, and an Umbrella Liability policy, including, Cross Liability coverage (if available) covering one insured against another, Owned, Hired and Non-Owned Auto Liability, Notice and Knowledge of Occurrence, Unintentional Errors and Omissions, and Contractual Liability Products and Completed Operations Liability coverage; with limits of not less than $100,000,000 per occurrence and annual aggregate per location. The Retail Unit Owner or Retail Board, as applicable, purchasing such Commercial General Liability policy shall be the named insured. Each of the Boards and the other Unit Owners, together with its or their respective subsidiaries, affiliates, directors, officers, members, managers, partners, agents, employees, servants and assignees, Managing Agents and mortgagees, and such other entities as shall reasonably be requested shall be included as additional insured(s) on a primary basis.

11.3.2 Insurance against loss customarily included in so-called Special Causes of Loss or Special Form Perils property insurance and Comprehensive Boiler & Machinery coverage, each on a replacement cost basis, covering the interests of the Retail Unit Owner or Retail Board, as applicable, in amounts reasonably sufficient to undertake and complete any Unit Restoration Work and otherwise comply with Section 11.12.4 below.

11.3.3 Business Income and/or Rental Income due to an occurrence or accident insured under the "All Risk" policy and the Boiler and Machinery policy. The coverage shall be provided on "Actual Loss Sustained" forms in amounts of not less than twenty-four (24) months of the then annual General Common Charges payable by the Retail Unit Owner or Retail Board, as applicable, at the time of purchase or renewal of such policy. Such policy of Business Income and/or Rental Income shall have a maximum deductible of no more than six (6) months of the

then annual General Common Charges payable by the Retail Unit Owner or Retail Board, as applicable, at the time of purchase or renewal of such policy. The Retail Unit Owner or Retail Board, as applicable, shall use commercially reasonable efforts to name the Master Board as "loss payee", as its interest may appear, under such policy.

11.4 Residential Unit Owner's Insurance Requirements. Each Residential Unit Owner shall obtain and maintain the following insurance in such amounts and in such limits as described below, or in such higher amounts and in such higher limits as the Residential Board, from time to time, may determine:

11.4.1 Liability insurance, with a limit of not less than $1,000,000 per occurrence, and an Umbrella Liability Policy with limits of not less than $5,000,000 per occurrence and annual aggregate per location, covering the interests of the Residential Unit Owner and its Permitted Mortgagee in the applicable Residential Unit as their respective interests may appear. Such insurance may, at the option of the Residential Unit Owner, be effected by a Homeowners H0-6 form (or its equivalent). The Residential Unit Owner purchasing such policy shall be the named insured.

11.5 Residential Board's Insurance Requirements. The Residential Board (on behalf of the Residential Section) shall obtain and maintain the following insurance in such amounts and in such limits as described below, or in such higher amounts and in such higher limits as the Master Board, from time to time, may determine:

11.5.1 Commercial General Liability policy of insurance form ISO CG 00107 98 (which includes water damage insurance), or equivalent liability coverage, with limits of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate per location, and an Umbrella Liability policy, including Cross Liability coverage (if available) covering one insured against another, Owned, Hired and Non-Owned Auto Liability, Notice and Knowledge of Occurrence, Unintentional Errors and Omissions, and Contractual Liability Products and Completed Operations Liability coverage with limits of not less than $100,000,000 per occurrence and annual aggregate per location. The Residential Board purchasing such Commercial General Liability policy shall be the named insured. The Master Board and the Residential Unit Owners, together with its or their respective subsidiaries, affiliates, directors, officers, members, managers, partners, agents, employees, servants and assignees, Managing Agents and mortgagees, and such other entities as shall reasonably be requested shall be included as additional insured(s) on a primary basis.

11.5.2 Insurance against loss customarily included in so-called Special Causes of Loss or Special Form Perils property insurance and Comprehensive Boiler & Machinery coverage, each on a replacement cost basis, covering the interests of, as the case may be, the Residential Unit Owners and the Permitted Mortgagees in the Residential Common Elements and the Residential Limited Common Elements, as their respective interests may appear, in amounts reasonably determined by the Master Board.

11.6 Office Unit Owner's Insurance Requirements. Each Office Unit Owner shall obtain and maintain the following insurance in such amounts and in such limits as described below, or in

such higher amounts and in such higher limits as the Office Board, from time to time, may determine.

11.6.1 Liability insurance, with a limit of not less than $1,000,000 per occurrence, and an Umbrella Liability Policy with limits of not less than $5,000,000 per occurrence and annual aggregate per location, covering the interests of the Office Unit Owner and its Permitted Mortgagee in the applicable Office Unit as their respective interests may appear. The Office Unit Owner purchasing such policy shall be the named insured.

11.7 Office Board's Insurance Requirements. The Office Board (on behalf of the Office Section) shall obtain and maintain the following insurance in such amounts and in such limits as described below, or in such higher amounts and in such higher limits as the Master Board, from time to time, may determine:

11.7.1 Commercial General Liability policy of insurance form ISO CG 0001 07 98 (which includes water damage insurance), or equivalent liability coverage, with limits of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate per location, and an Umbrella Liability policy, including Cross Liability coverage (if available) covering one insured against another, Owned, Hired and Non-Owned Auto Liability, Notice and Knowledge of Occurrence, Unintentional Errors and Omissions, and Contractual Liability Products and Completed Operations Liability coverage, with limits of not less than $100,000,000 per occurrence and annual aggregate per location. The Office Board purchasing such Commercial General Liability policy shall be the named insured. The Master Board and the Office Unit Owners, together with its or their respective subsidiaries, affiliates, directors, officers, members, managers, partners, agents, employees, servants and assignees, Managing Agents and mortgagees, and such other entities as shall reasonably be requested shall be included as additional insured(s) on a primary basis.

11.7.2 Insurance against loss customarily included in so-called "All Risk" or Special Form Perils property insurance and Comprehensive Boiler & Machinery coverage, each on a replacement cost basis, covering the interests of, as the case may be, the Office Unit Owners and the Permitted Mortgagees in the Office Common Elements, as their respective interests may appear, in amounts reasonably determined by the Master Board.

11.8 Insurance Requirements During the Course of Alterations and/or Repairs. The Master Board may promulgate, as part of the General Rules and Regulations, rules and regulations specifying, with respect to the performance of Alterations and/or Repairs by any Person, whether insurance is required to be carried with respect to such Alteration and/or Repair and if so, the type of insurance required, the amount thereof, the Person required to carry any such insurance and such other related matters as the Master Board shall deem appropriate. Notwithstanding anything to the contrary contained in these Master By-Laws, provisions consistent with this Section 11.8 shall be part of such rules and regulations only to the extent, if any, deemed appropriate by the Master Board.

11.9 Insurance as a General Common Charge.

11.9.1 The premiums for all insurance referred to in Section 11.1 above shall be a General Common Expense and shall be borne by each of the General Common Charge Obligors as a General Common Charge in proportion to the relative General Common Interests. Any General Common Charge Obligor may request the Master Board to obtain and maintain for its benefit any additional coverages and any changes or amendments to the terms and conditions of existing coverages as such requesting General Common Charge Obligor sees fit (collectively, the "**Additional Insurance Coverage**") and may require that all proceeds of any such Additional Insurance Coverage (to the extent that it can be determined with reasonable certainty that such proceeds relate to such Additional Insurance Coverage and not to insurance purchased by the Master Board on its own behalf) be payable to such General Common Charge Obligor (and if, notwithstanding such requirement, proceeds are paid to the Master Board or the Insurance Trustee, then notwithstanding any other provision of these Master By-Laws to the contrary, such proceeds shall be turned over to such General Common Charge Obligor); provided, however, that (A) the cost of such Additional Insurance Coverage shall be borne entirely by the Person requesting it and such Person shall indemnify the Master Board from any loss, cost and expense (including reasonable attorney's fees) in connection therewith and (B) the Additional Insurance Coverage shall not (i) preclude the Master Board from purchasing, for itself, insurance coverage similar to such Additional Insurance Coverage, (ii) preclude the Master Board from receiving proceeds from any Master Board Insurance, (iii) cause the Master Board Insurance to be less protective or (iv) adversely affect the interests of the Unit Owners or Boards.

11.9.2 If the use of all or any portion of the Building in violation of these Master By-Laws or the Declaration causes an increase in the premium for the insurance which the Master Board, any Section Board, or any Unit Owner is required to obtain and maintain as set forth herein or otherwise, then the General Common Charge Obligor responsible for such portion of the Building shall be obligated to pay to the Master Board, as an additional General Common Charge, or to pay to such Section Board or Unit Owner, as the case may be, a sum equal to the amount of such increase attributable to such use. If the use of the Parking Unit or the Retail Unit is in violation of these Master By-Laws or the Declaration and causes an increase in General Common Charges payable by the Master Board in accordance with the preceding sentence of this subsection, then the owner of such Parking Unit or Retail Unit, as the case may be, shall be obligated to pay to the Master Board, as a General Common Charge, a sum equal to the amount of such increase attributable to such use.

11.10 General Insurance Matters.

11.10.1 Self-Insurance. Notwithstanding anything in these Master By-Laws to the contrary, no Person may provide the insurance coverages required under these Master By-Laws pursuant to any plan of self-insurance.

11.10.2 Blanket Policy. The insurance coverage required of any Person under this Article 11, at the option of such Person, may be offered under a blanket policy or policies, provided that any such blanket policy shall otherwise comply with the provisions of these Master By-Laws. With respect to blanket property polices covering the applicable property to be insured pursuant to these Master By-Laws (the "**Insured Property**") and other properties and assets not constituting a part of such Insured Property, such blanket policies shall be without possibility of

co-insurance or reduction below the limits required by this Article 11 by reason of, or damage to, any other property (real or personal) named therein. If the insurance required by these Master By-Laws shall be effected by any such blanket policy, such Person shall furnish to the Person or Persons specified in Section 11.9.4 hereof (when and as such deliveries would be required for the insurance regularly required by these Master By-Laws not constituting blanket coverage) valid certificates of insurance evidencing such policy, with schedules thereto attached (with respect to property or building insurance) showing the amount of insurance afforded by such policies applicable to the Insured Property.

11.10.3 Policy Requirements. All policies required to be obtained pursuant to these Master By-Laws shall:

(a) be purchased from and maintained with companies duly authorized, and preferably admitted to do business in the State of New York, which are rated at the time of purchase or renewal of such policy in the then most current A.M. Best Key Rating Guide with ratings of A- and IX or better (or the equivalent of such rating if there is a change in the basis of the rating, or any successor publication of comparable standing) with respect to policies required to be obtained by the Master Board, the Parking Unit Owner, the Residential Board, the Office Board and the Retail Unit Owner or Retail Board, as applicable, pursuant to Sections 11.1, 11.2 , 11.4 and 11.6 of these Master By-Laws, respectively. The foregoing shall not apply to the Residential Unit Owners and Office Unit Owners, and the insurance companies furnishing the policies required to be obtained by the Residential Unit Owners and Office Unit Owners pursuant to these Master By-Laws shall be rated pursuant to and in accordance with applicable standards, if any, to be determined by the applicable Section Board.

(b) with respect to Special Causes of Loss or other property coverage, contain a waiver of the insurer's right of subrogation against the Unit Owners, the Boards, any Registered Mortgagee and all Occupants.

(c) provide that before any material change or cancellation of a policy for which an additional insured or loss payee is required to be named pursuant to this Article 11, at least thirty (30) days advance written notice shall be given in the case of insurance required to be maintained by (w) the Master Board, to the Residential Board, the Office Board, the Retail Unit Owner or Retail Board, as applicable, the Parking Unit Owner and each Registered Mortgagee, the (x) the Parking Unit Owner, to the Boards, (y) the Residential Board, to the Master Board, the Office Board, the Retail Unit Owner or Retail Board, as applicable, and the Parking Unit Owner, and (z) a Residential Unit Owner, Office Unit Owner or Retail Unit Owner, to its applicable Section Board.

(d) be primary as to the named insured and not be entitled to contribution from any other insurance that may be maintained by any other party.

(e) contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of the policy holder.

(f) All policies of All Risk and Comprehensive Boiler & Machinery property coverage required to be obtained by any Person pursuant to these Master By-Laws shall name its Registered Mortgagee, if any, as a "mortgagee" under a standard New York State mortgagee clause or its equivalent which shall provide that the loss, if any, thereunder shall be payable to such Registered Mortgagee, as its interest may appear, subject, however, to the provisions of Sections 11.11.1 and 11.11.2 with respect to insurance maintained by the Master Board and subject to the provisions of Sections 11.11.4, 11.11.5 and 11.11.6 with respect to insurance required to be maintained by the Unit Owners, the Residential Board, the Office Board and the Retail Board (if applicable), respectively.

(g) All policies of All Risk and Comprehensive Boiler & Machinery property coverage required to be obtained by the Master Board shall (A) provide that adjustment of loss shall be made by the Master Board on behalf of all Unit Owners and Registered Mortgagees, if applicable, and (B) name the Insurance Trustee (as hereinafter defined) as "loss payee" as agent for the insured in the event the proceeds payable are in excess of $2,000,000.

(h) Prior to the Master Board obtaining any policy of property insurance, and at three (3) year intervals thereafter (or more often, if deemed appropriate by the Master Board), the Master Board shall obtain an appraisal of the full replacement value of the General Common Elements (including the General Common Elements which are underground), without deduction for depreciation, for the purpose of determining the amount of property insurance to be obtained pursuant to Section 11.1. The cost of any such appraisal shall be borne by the General Common Charge Obligors as a General Common Charge in the same proportion as each such party bears under the Master Budget with respect to insurance.

(i) Unless otherwise required of the Residential Unit Owners or Residential Board by the Residential By-Laws, or the Office Unit Owners or Office Board by the Office By-Laws, the Boards and the Unit Owners shall not be required to obtain or maintain any insurance with respect to any personal property contained in the respective Section Common Elements, Limited Common Elements or Unit, except as is mandated under any "All Risk" or Comprehensive Boiler & Machinery property coverage required under these Master By-Laws. The Unit Owners and the Section Boards shall not be prohibited from carrying other insurance for their own benefit in addition to the insurance required to be carried by such Unit Owners and Section Board(s) under these Master By-Laws or the applicable Section By-Laws, provided that such policies contain waivers of subrogation and provided further, that the liability of the companies issuing insurance procured by the Master Board shall not be affected or diminished by any Unit Owner's supplemental or additional insurance. Unit Owners shall be required to carry additional insurance for their respective Units in such amounts (and by such carriers) as may be determined by the applicable Board from time to time

11.10.4 Condominium as Additional Insured. All policies required to be obtained pursuant to these Master By-Laws, the Residential By-Laws and/or the Office By-Laws shall name the Condominium as an additional insured.

11.10.5 Evidence of Insurance.

(a) Master Board Insurance. The Master Board shall deliver to the Parking Unit Owner, the Residential Board, the Office Board and the Retail Unit Owner or Retail Board, as applicable, and all Registered Mortgagees, a certificate of insurance evidencing the insurance required to be maintained by the Master Board under Section 11.1 above and all renewals thereof, evidencing same, and promptly after issuance of any renewal or replacement policy, together with proof of payment of premiums. Renewals shall be obtained at least twenty (20) days prior to the expiration of the then current policies.

(b) Parking Unit Owner Insurance. The Parking Unit Owner shall deliver to the Boards a certificate of insurance evidencing the insurance required to be maintained by such Unit Owner under Section 11.2 above and all renewals thereof, evidencing same, and promptly after issuance of any renewal or replacement policy, together with proof of payment of premiums. Renewals shall be obtained at least twenty (20) days prior to the expiration of the then current policies.

(c) Residential Unit Owner Insurance. Each Residential Unit Owner shall deliver to the Residential Board a certificate of insurance evidencing the insurance required to be maintained by such Unit Owner under Section 11.3 above and all renewals thereof, evidencing same, and promptly after issuance of any renewal or replacement policy, together with proof of payment of premiums. Renewals shall be obtained at least twenty (20) days prior to the expiration of the then current policies.

(d) Residential Board Insurance. The Residential Board shall deliver to the Master Board, the Office Board, the Retail Unit Owner or Retail Board, as applicable, and the Parking Unit Owner a certificate of insurance evidencing the insurance required to be maintained by the Residential Board under Section 11.4 above and all renewals thereof, evidencing same, and promptly after issuance of any renewal or replacement policy, together with proof of payment of premiums. Renewals shall be obtained at least twenty (20) days prior to the expiration of the then current policies.

(e) Residential Board Monitoring of Residential Unit Owner Insurance. The Residential Board shall take commercially reasonable steps to enforce the obligations of its Residential Unit Owners under Section 11.3 and Article 12 of these Master By-Laws, and shall, on a semi-annual basis upon request, provide to the Master Board a report detailing those Residential Unit Owners that have not so complied, but the Residential Board shall have no liability for the failure of such Residential Unit Owners to so comply. Nothing contained in this Section 11.10.5(e) shall be deemed to limit the obligations of Residential Unit Owners under Section 11.3 and Article 12 of these Master By-Laws. The Residential Board shall not incur any liability for the failure of a Residential Unit Owner to obtain and maintain any insurance required pursuant to the Declaration, these Master By-Laws or the Residential By-Laws.

(f) Office Unit Owner Insurance. Office Unit Owners shall deliver to the Office Board a certificate of insurance evidencing the insurance required to be maintained by the Office Unit Owners under Section 11.5 above and under the Office By-Laws and all renewals thereof, evidencing same, and promptly after issuance of any renewal or replacement policy,

together with proof of payment of premiums. Renewals shall be obtained at least twenty (20) days prior to the expiration of the then current policies.

(g) Office Board Insurance. The Office Board shall deliver to the Parking Unit Owner and the other Boards a certificate of insurance evidencing the insurance required to be maintained by the Office Board under Section 11.6 above and all renewals thereof, evidencing same, and promptly after issuance of any renewal or replacement policy, together with proof of payment of premiums. Renewals shall be obtained at least twenty (20) days prior to the expiration of the then current policies.

(h) Office Board Monitoring of Office Unit Owner Insurance. The Office Board shall take commercially reasonable steps to enforce the obligations of the Office Unit Owners under Section 11.5 above and under the Office By-Laws, and shall, on a semi-annual basis upon request, provide to the Master Board a report detailing those Office Unit Owners that have not so complied, but the Office Board shall have no liability for the failure of such Office Unit Owner(s) to so comply. Nothing contained in this Section 11.10.5(h) shall be deemed to limit the obligations of the Office Unit Owner(s) under the Office By-Laws. The Office Board shall not incur any liability for the failure of an Office Unit Owner to obtain and maintain any insurance required pursuant to the Declaration, these Master By-Laws or the Office By-Laws.

(i) Retail Unit Insurance. The Retail Unit Owner or Retail Board, as applicable, shall deliver to the Parking Unit Owner and the other Boards a certificate of insurance evidencing the insurance required to be maintained by the Retail Unit Owner or Retail Board, as applicable, under Section 11.3 above and all renewals thereof, evidencing same, and promptly after issuance of any renewal or replacement policy, together with proof of payment of premiums. Renewals shall be obtained at least twenty (20) days prior to the expiration of the then current policies.

(j) Retail Board Monitoring of Retail Unit Owner Insurance. The Retail Board shall take commercially reasonable steps to enforce the obligations of the Retail Unit Owners under Section 11.5 above, and shall, on a semi-annual basis upon request, provide to the Master Board a report detailing those Retail Unit Owners that have not so complied, but the Retail Board shall have no liability for the failure of such Retail Unit Owner(s) to so comply. Nothing contained in this Section 11.10.5(j) shall be deemed to limit the obligations of the Retail Unit Owner(s) under these Master By-Laws. The Retail Board shall not incur any liability for the failure of a Retail Unit Owner to obtain and maintain any insurance required pursuant to the Declaration or these Master By-Laws.

(k) Certificates of Insurance; Policies. The certificates of insurance required to be obtained by any Person pursuant to this Section 11.9.5 shall be kept at the offices of such Person at the Property or at such other reasonably proximate location(s) in the City of New York. In the event that any certificate of insurance shall fail to contain detail reasonably sufficient enough to enable the Person(s) who are entitled to a copy of such certificate to reasonably determine if the insurance covered by such certificate complies with the provisions of this Article 11, then such Person or Persons shall have the right, upon reasonable notice to the Person maintaining such insurance, to inspect the policy or policies underlying such certificate.

11.11 Waiver of Subrogation. Each of the Boards and the Unit Owners (and their Occupants) (the "**Releasing Party**") hereby releases and waives for itself, and each Person claiming by, through or under it, each other Unit Owner and all Boards and their respective Occupants (the "**Released Party**") from any liability for any loss or damage to all property of such Releasing Party located upon any portion of the Property, which loss or damage is of the type covered by "All-Risk" or Comprehensive Boiler & Machinery property insurance policies required to be carried under these Master By-Laws, irrespective either of any negligence on the part of the Released Party which may have contributed to or caused such loss, or of the amount of such insurance required or actually carried, including any deductible. The Releasing Party agrees to obtain, if needed, appropriate language in its policies of insurance, and to the policies of insurance carried by its Occupants, with respect to the foregoing release.

11.12 Indemnification.

11.12.1 Indemnification by Unit Owners. Subject to the waiver of claims and waiver of subrogation set forth in this Article 11, each Unit Owner covenants to indemnify, defend and hold each other Unit Owner (and such other Unit Owner's Occupants) and each Board harmless (except for loss or damage resulting from the gross negligence, willful misconduct or bad faith of any such other Unit Owners or Boards, or their respective Occupants, managers directors, officers, agents, tenants, contractors, employees, servants, licensees (collectively, the "**Related Parties**")) from and against any and all claims, actions, suits, judgments, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees) in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the Unit (or any Limited Common Element appurtenant to such Unit) owned by such Unit Owner, or occasioned wholly, or in part, by any gross negligence, willful misconduct or bad faith of such Unit Owner, or its respective Related Parties.

11.12.2 Indemnification by Boards. Subject to the waiver of claims and waiver of subrogation set forth in this Article 11, each of the Boards covenants to indemnify, defend and hold each Unit Owner (and each Unit Owner's Occupants) and each other Board harmless (except for loss or damage resulting from the gross negligence, willful misconduct or bad faith of such Unit Owner or any such other Board, or their respective Related Parties) from and against any and all claims, actions, suits, judgments, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees) in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon (i) with respect to the Master Board, the General Common Elements, (ii) with respect to the Residential Board, the Residential Common Elements and the Residential Limited Common Elements, (iii) with respect to the Office Board, the Office Common Elements, and (iv) with respect to the Retail Board, the Retail Common Elements or occasioned wholly or in part by any gross negligence, willful misconduct or bad faith of the Boards, or their respective Related Parties.

11.13 Casualty and Condemnation.

11.13.1 General Common Element Restoration Funds. All insurance proceeds under all policies required to be obtained by the Master Board with respect to any property loss (the

"**GCE Restoration Insurance Proceeds**") and all condemnation awards, if any, with respect to the General Common Elements (such sums, together with any interest or income earned thereon, but net of the reasonable fees, compensation and expenses incurred by the Insurance Trustee hereunder, collectively, the "**GCE Restoration Funds**") shall be payable to the Master Board, except that if the GCE Restoration Funds shall exceed $500,000, all GCE Restoration Funds shall be payable to the Insurance Trustee.

11.13.2 Use of GCE Restoration Funds. The Master Board shall (i) hold in trust on behalf of all Unit Owners any GCE Restoration Funds it receives, (ii) subject to the provisions of Sections 11.13.3 and 11.14 of these Master By-Laws, use the GCE Restoration Funds only for GCE Restoration Work and (iii) not commingle the GCE Restoration Funds with other funds being held by the Master Board.

11.13.3 Casualty to or Condemnation of General Common Elements; Repair by Master Board; GCE Restoration Work.

(a) GCE Restoration Work. Except as provided herein, in the event of (i) the casualty of all or any part of the General Common Elements, (ii) the taking in condemnation or by eminent domain of all or any part of the General Common Elements, or (iii) the taking in condemnation or by eminent domain of all or any part of a Unit, then, subject to the provisions set forth below, the Master Board will arrange for the prompt repair and restoration of the part of the General Common Elements affected by such casualty or impaired by such taking which, pursuant to the provisions of the Declaration or these Master By-Laws, are required to be maintained by the Master Board (the "**GCE Restoration Work**"). In the event of a casualty, such GCE Restoration Work shall restore the General Common Elements so that they are the same type and quality as existed immediately prior to such casualty; provided, however, that Alterations to such General Common Elements may be made in accordance with Article 8 of these Master By-Laws. In the event of a taking, such GCE Restoration Work shall take into account the physical constraints imposed by such taking, and accordingly the General Common Elements may be altered (in accordance with Article 8 of these Master By-Laws) to account for such physical constraints; provided, however, that in no event shall the Master Board have the right to utilize additional space in any Unit in connection with such restoration, unless such right has otherwise been granted under these Master By-Laws or the Declaration or in connection with such taking. Notwithstanding anything herein to the contrary, in no event shall the Master Board be obligated to restore any Unit Owner's fit-out or personal property contained within such Unit Owner's Unit or any Limited Common Elements appurtenant thereto.

(b) Disbursement of GCE Restoration Funds; GCE Restoration Funds Request. In the event of any GCE Restoration Funds held by the Insurance Trustee, (a) the Master Board shall apply to the Insurance Trustee for disbursement of the GCE Restoration Funds and (b) the Insurance Trustee shall disburse the GCE Restoration Funds to the Master Board in installments as the GCE Restoration Work progresses and in accordance with the provisions hereof and the provisions of the Insurance Trustee Agreement. Each request for GCE Restoration Funds (each such request, together with all supporting documentation, herein called a "**GCE Restoration Funds Request**") shall also be sent to the Parking Unit Owner, the Residential Board, the Office Board, the Retail Unit/Board, and all Registered Mortgagees.

Advances by the Insurance Trustee shall be made not more than once a month, after the Insurance Trustee's receipt of a written request therefor from the Master Board, addressed to the Insurance Trustee, provided that:

(i) such GCE Restoration Funds Request shall be accompanied by a certificate of a Certifying Professional (as defined below) in charge of the GCE Restoration Work (A) requesting payment of specified amounts of the GCE Restoration Funds equal to the amounts then due and owing to contractors or other parties (less any retainage amounts, if any, as determined by the Master Board) for performance of all or a portion of the GCE Restoration Work under specific contracts or agreements in respect of the GCE Restoration Work, or to the Master Board as reimbursement for a cost of the GCE Restoration Work paid by the Master Board, (B) describing in reasonable detail the GCE Restoration Work performed or materials provided under such contracts or agreements, for which GCE Restoration Funds are then being requested, (C) stating that such payment does not exceed the amount then due and owing (or reimbursable) in respect of the GCE Restoration Work completed to date and materials supplied under such contracts or agreements, (D) stating that all GCE Restoration Work has been performed substantially in accordance with the plans and specifications for such GCE Restoration Work, and that all such materials have theretofore been incorporated as General Common Elements into the Building (except for such materials specifically delineated as not yet being so incorporated into the Building, and with respect to such materials, stating the status of such materials (if such materials are being fabricated) or stating the location of such materials (if such materials are stored off-site)), (E) stating that the cost to complete the GCE Restoration Work does not exceed the amount of the remaining funds held by the Insurance Trustee and (F) stating that the cost of such GCE Restoration Work and materials has not been previously made the basis of any GCE Restoration Funds Request (such certificate being herein called the "**Certificate**"); and

(ii) the Insurance Trustee receives waivers of all mechanic's and other similar liens (or title endorsements or other satisfactory evidence) with respect to all of the GCE Restoration Work for which a GCE Restoration Funds Request has previously been made and funded (if and only to the extent that such lien waivers have not been previously provided).

Upon compliance with subsections (i) and (ii) above, the amount requisitioned for such GCE Restoration Work shall be paid to the Master Board or the Persons designated in the Certificate. "**Certifying Professional**" shall mean an architect or a licensed professional engineer or engineering or construction consulting firm retained by the Master Board in connection with the GCE Restoration Work, which is experienced in the design and operation in the City of New York of structures similar to the Building and has provided services comparable to those being requested hereunder within not less than three (3) of the immediately preceding ten (10) years, and which is selected by the Master Board.

(c) GCE Restoration Funds Deficiency. If, as part of the Certificate accompanying the GCE Restoration Funds Request, or prior to the commencement of (and also at any time during the prosecution of) the GCE Restoration Work, the Certifying Professional or

the Master Board reasonably estimates that the cost to complete the GCE Restoration Work exceeds the GCE Restoration Funds then being held by the Insurance Trustee or the Master Board, as the case may be, then the Master Board shall be required to notify each General Common Charge Obligor of the amount of such estimated deficiency and each General Common Charge Obligor's pro rata allocation thereof (which such allocation shall be determined consistent with the General Common Interest of each General Common Charge Obligor), and shall be payable by each General Common Charge Obligor as a Special Assessment (hereinafter referred to as a "**Special GCE Restoration Assessment**"; all such Special GCE Restoration Assessments received by the Master Board, the "**Special GCE Restoration Assessment Proceeds**"). At the election of the Master Board, each General Common Charge Obligor shall then pay its respective Special GCE Restoration Assessment either: (i) in a lump sum, to be paid as a Special Assessment pursuant to and in accordance with Section 6.1.4 of these Master By-Laws or (ii) in installments, as may be necessary, in the determination of the Master Board, to pay for the GCE Restoration Work. The Special GCE Restoration Assessment Proceeds shall be treated as if such monies were GCE Restoration Funds.

(d) Excess GCE Restoration Insurance Proceeds. To the extent not drawn upon and/or applied to the GCE Restoration Work, the Insurance Trustee and/or the Master Board, as the case may be, shall, after the completion of the GCE Restoration Work, return all excess GCE Restoration Insurance Proceeds to the General Common Charge Obligors according to the General Common Interest of such General Common Charge Obligors (after deducting from the amount to be distributed to each General Common Charge Obligor the amount, if any, of any General Common Charges or Special Assessments (and other charges related thereto imposed under Section 12.6.4 of these Master By-Laws)) then due and owing from such General Common Charge Obligor (such deducted amount, a "**Delinquency Charge**").

(e) Excess Special GCE Restoration Assessment Proceeds. To the extent not drawn upon and/or applied to the GCE Restoration Work, the Insurance Trustee and/or the Master Board, as the case may be, shall, after the completion of the GCE Restoration Work, return all excess Special GCE Restoration Assessment Proceeds it receives to each General Common Charge Obligor according to the pro rata share of such General Common Charge Obligor's contribution to such Special GCE Restoration Assessment Proceeds, after deducting any Delinquency Charge. If any General Common Charge Obligor fails to pay its Special GCE Restoration Assessment in accordance with the provisions of Section 11.12.3(c) of these Master By-Laws, then the Special GCE Restoration Assessment of such General Common Charge Obligor still due and payable (the "**Delinquent Special GCE Restoration Assessment**") shall be subject to late charges, interest, expenses and fees, all pursuant to and in accordance with Section 12.6.4 of these Master By-Laws (such charges, the "**Special GCE Restoration Assessment Penalties**"). Upon payment to the Master Board of the Delinquent Special GCE Restoration Assessment, and to the extent not drawn upon and/or applied to such completed GCE Restoration Work, then the Insurance Trustee and/or the Master Board, as the case may be, shall distribute the Delinquent Special GCE Restoration Assessment to each General Common Charge Obligor, after deducting any Delinquency Charge, according to the pro rata share of such General Common Charge Obligor's contribution to the Special GCE Restoration Assessment Proceeds. The Special GCE Restoration Assessment Penalties shall be distributed to each General Common Charge Obligor (excluding the General Common Charge Obligor paying such

Special GCE Restoration Assessment Penalties) according to the pro rata share of such General Common Charge Obligor's contribution to the Special GCE Restoration Assessment Proceeds (taking into account any prior distribution of any excess Special GCE Restoration Assessment Proceeds and after deducting any Delinquency Charge) prior to the payment of the Delinquent Special GCE Restoration Assessment.

11.13.4 Casualty to or Condemnation of Units; Repair by Unit Owners; Unit Restoration Work. Except as provided herein, in the event a Unit is damaged or destroyed by casualty or impaired by a partial taking by condemnation or eminent domain, the affected Unit Owner(s) shall immediately remove any rubble and debris resulting from such event and, within a reasonable time thereafter, shall (at its election) either repair and restore the Unit (and the appurtenant Limited Common Elements, if applicable) so damaged or destroyed by casualty, or such of the Unit (and the appurtenant Limited Common Elements, if applicable) as shall remain following the taking: (i) to a complete, independent and self-contained architectural whole; and/or (ii) to a safe and secure "core and shell" condition, with complete and sightly demising walls, doors and exterior visible surfaces separating such Unit (or any appurtenant Limited Common Elements) from any other Unit (or any appurtenant Limited Common Elements) or General Common Element visible from outside of the applicable Unit, having no adverse effect on any other Unit or the Common Elements (either of the foregoing (i) or (ii), the "**Unit Restoration Work**"). Notwithstanding anything herein to the contrary, the Unit Restoration Work with respect to any Residential Unit shall be performed by the Residential Board (on behalf of the Residential Unit Owner) and the Unit Restoration Work with respect to the Office Units shall be performed by the Office Board (on behalf of the Office Unit Owner).

11.13.5 Casualty to or Condemnation of Residential Limited Common Elements; Repair by Residential Board; Residential LCE Restoration. Except as provided herein, if any portion of the Residential Limited Common Elements are damaged or destroyed by casualty or impaired by a partial taking by condemnation or eminent domain, the Residential Board (on behalf of the affected Residential Unit Owner(s)), shall immediately remove any rubble and debris resulting from such event and, within a reasonable time thereafter, shall (at its election) either repair and restore the Residential Limited Common Elements so damaged or destroyed by casualty, or such of the Residential Limited Common Elements as shall remain following the taking, (i) to a condition substantially similar to the condition of such Residential Limited Common Elements as existed immediately prior to such casualty or taking or (ii) to a safe and secure "core and shell" condition, with secure, complete and sightly demising walls, doors and exterior visible surfaces separating such Residential Limited Common Elements from any other Unit (or from any Residential Limited Common Elements, if any) or General Common Element visible from outside of the Residential Limited Common Elements, having no adverse effect on any other Unit or the Common Elements (either of the foregoing (i) or (ii), with respect to a casualty or taking of the Residential Limited Common Elements, the "**Residential LCE Restoration Work**").

11.14 Casualty or Condemnation.

11.14.1 Casualty to Seventy Five Percent (75%) or More of the Building. Notwithstanding any provision of the Declaration or these Master By-Laws to the contrary, if

seventy-five (75%) percent or more of the Building is destroyed or damaged by fire or casualty (a "**Significant Casualty**"") and if at any time prior to the execution and delivery of any construction contract relating to the GCE Restoration Work, Unit Restoration Work or Residential LCE Restoration Work (other than a construction contract relating solely to Safety Work (as defined below) or other minor construction work not constituting restoration work), more than seventy-five percent (75%) in General Common Interest duly vote not to proceed to make the necessary GCE Restoration Work or require the necessary Unit Restoration Work or Residential LCE Restoration Work, as the case may be, then: (i) the Master Board shall secure and fence in the Property boundary, and shall raze the Building, if necessary, and put the Building and Property into compliance with applicable Laws, and otherwise make the Property and Building safe (all of the activities described in this clause (i), the "**Safety Work**"); and (ii) the GCE Restoration Insurance Proceeds, net of the costs and expenses of the Master Board hereunder and the cost of any Safety Work, shall be divided among the Unit Owners in accordance with their respective General Common Interests; provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of its share of such fund all liens of Registered Mortgagees holding mortgages against such Unit Owner's respective Unit, and all unpaid charges, liens and Delinquency Charges applicable to such Unit.

11.14.2 Partial Condemnation. Notwithstanding anything in the Declaration or these Master By-Laws to the contrary, if the Building is partially taken by condemnation or eminent domain (a "**Partial Condemnation**"), then (i) the Master Board shall be required to restore only those General Common Elements necessary for the Units remaining after such Partial Condemnation and (ii) any Unit Owner whose Unit has been partially taken and irrespective of any condemnation award therefor, shall contribute to the Master Board the cost for any applicable GCE Restoration Work relating to such Unit Owner's Unit, and such funds shall be deemed to be GCE Restoration Funds; provided, however, that any excess GCE Restoration Funds shall, after the completion of the applicable GCE Restoration Work, be returned to such Unit Owner (after deducting any Delinquency Charges).

11.14.3 Total Condemnation. Notwithstanding any provision of the Declaration or these Master By-Laws to the contrary, if all or substantially all of the Building is taken by condemnation or eminent domain (a "**Total Condemnation**") (a) the Master Board shall perform any Safety Work which it deems appropriate, (b) any award received by a Unit Owner with respect to the taking of its Unit as part of the Total Condemnation shall be payable to the applicable Unit Owner, after deducting any Delinquency Charges and (c) the Master Board shall have no obligation to restore the General Common Elements.

11.14.4 Restoration Work; Plans. All GCE Restoration Work, Unit Restoration Work and Residential LCE Restoration Work hereunder shall be performed in accordance with the applicable provisions of the Declaration, the applicable By-Laws regarding the performance of Alterations and/or Repairs, including without limitation the approval provisions of Section 8.1 of these Master By-Laws.

11.14.5 Reallocation of Percentage Interests.

(a) If, as a result of a taking or casualty, the gross square footage of any Unit changes, the Master Board shall promptly (x) adjust, as of the date of such taking or casualty, the Unit Owner's General Common Interest percentage in a manner consistent with the allocation of the General Common Interests in existence immediately preceding such casualty or taking and in accordance with the then applicable Real Property Law, (y) equitably adjust, as of the date of such taking or casualty, the then effective budget to take into account the casualty or taking, and (z) subject to the provisions of Article 17 of the Declaration and Article 16 of these Master By-Laws, prepare and record in the Register's office an amendment to the Declaration, confirming such reallocation. If the Master Board shall not agree on any of the matters referred to in the foregoing clauses (x), (y) and (z) within ninety (90) days following completion of the reconstruction, they shall submit such issue to Arbitration.

(b) If a Unit Owner or Board does not (in the course of restoring its Unit or Section, including any Residential Limited Common Elements) restore the number of gross square feet existing immediately preceding the fire or other casualty, then, notwithstanding such reduction in the number of gross square feet, such Unit Owner's General Common Interest(s) and allocation(s) of General Common Charges shall not be diminished. Likewise, each Unit Owner's General Common Interest and allocation of General Common Charges shall not be adjusted or diminished if a Unit Owner chooses to restore its Unit to a "core and shell" condition rather than to a fully operational condition (as each such condition is described in Section 11.14.4 above).

ARTICLE 12
EVENTS OF DEFAULT; RIGHTS OF CURE; MASTER BOARD'S LIEN; GRANTEES LIABLE FOR UNPAID GENERAL COMMON CHARGES

12.1 Failure to Pay General Common Charges.

12.1.1 The Master Board shall take prompt action to collect any General Common Charges or Special Assessments which remain unpaid following notice and the expiration of applicable grace periods, including, without limitation, the institution of such actions and the recovery of interest and expenses as are provided in this Article 12.

12.1.2 The Master Board shall have a lien (the "**Master Board's Lien**") for all unpaid General Common Charges, Special Assessments, other sums payable to it as if part of General Common Charges or amounts otherwise due to the Master Board (together with interest thereon as provided in this Article) from a delinquent Unit Owner. Such lien(s) shall be subordinate only to liens for real estate taxes and other assessments by taxing authorities and, to the extent required by applicable Law, to prior recorded mortgages on the Unit(s) of such delinquent Unit Owner(s), which are first mortgages of record. Without limiting any of the foregoing, the Master Board may: (w) bring an action to foreclose the Master Board's Lien in accordance with Section 339-aa of the Real Property Law; (x) purchase the interest of the owner of such Unit at a foreclosure sale resulting from any such action; (y) proceed by appropriate judicial proceedings to enforce the specific performance or observance by the defaulting General Common Charge Obligor of the applicable provisions of the Declaration or these Master By-Laws from which

default arose; or (z) exercise any other remedy available at law or in equity; however, in the event the net proceeds received on a foreclosure sale are insufficient to satisfy the defaulting Unit Owner's obligations, there shall be no further cause of action against such Unit Owner with respect to such deficit. Each of the remedies herein described as well as any other remedy available at law or in equity may be exercised concurrently or sequentially. Any Registered Mortgagee may bid in a foreclosure sale of any Unit.

12.1.3 The Master Board shall not record any notice of any Master Board's Lien prior to the date on which all applicable notice and grace periods (including cure periods to which any Registered Mortgagee may be entitled) in respect of the default(s) giving rise to the Master Board's Lien have expired. Subject to the requirements with respect to notice, grace and cure periods set forth in the preceding sentence, the pendency of an Arbitration with respect to the obligations giving rise to any such lien shall not serve to prevent the Master Board from recording any Master Board's Lien; however, no proceedings or filings in furtherance thereof (other than as may be required in order to preserve the validity and priority of the lien so recorded) shall be had or made, as the case may be, until the resolution of the Arbitration with respect thereto, and to the extent it shall be determined in Arbitration that the Master Board was not entitled to record all or any portion of such Master Board's Lien, the Master Board shall, as promptly as practicable following such determination and at the Master Board's expense, cause its Master Board's Lien (or portion thereof) to be released and discharged. The Master Board's Lien shall be effective from and after the time of recording in the public records of Queens County of a claim of lien stating the description of the Unit, the name, if any, and the address of the Unit, the City Register's File Number (or other identifying recording information) of record of the Declaration, the name of the record owner, the amount due and purpose of such amount and the date when due. Subject to the penultimate sentence of Section 12.1.4 hereof, such claim of lien shall include only sums which are due and payable when the claim of lien is recorded and shall be signed and verified by an officer or agent of the Master Board. Upon full payment of all sums evidenced by the lien including, without limitation, interest at the Default Rate, the party making payment shall be entitled to a recordable satisfaction of lien to be recorded at its expense. Liens for unpaid General Common Charges may also be reduced to a personal money judgment against the Unit Owner or may be foreclosed by suit brought in the name of the Master Board or the Unit Owner asserting the lien in the same manner as a contract or other action (and without waiving the lien securing the same); provided, however, that no Unit Owner shall be liable to the Master Board for any deficiency with respect to a Unit owned by such Unit Owner and upon which the Master Board has foreclosed its Master Board's Lien. In the event of the foreclosure of such lien, the Master Board shall have the power to bid on the Unit at foreclosure sale and to acquire, hold, lease, mortgage and convey such Unit.

12.1.4 The Master Board shall charge any delinquent General Common Charge Obligor: (i) a late charge of $.04 for each dollar of such amounts which remain unpaid for more than ten (10) days from their initial due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid); (ii) interest at the Default Rate on such unpaid amounts (exclusive of any "late charges" theretofore collected on such amounts) computed from the due date thereof to the date payment is actually received from the delinquent General Common Charge Obligor; and (iii) if the Master Board incurs any fees or expenses (regardless of whether the Master Board institutes a suit or other proceeding) to collect sums due hereunder, all

expenses, including, without limitation, attorneys' fees and expenses paid or incurred by the Master Board or by any Managing Agent in any proceeding brought to collect such unpaid General Common Charges or in an action to foreclose a Master Board's Lien with respect to such delinquent Person's Unit(s). All such late charges, interest, expenses and fees shall be added to and shall constitute General Common Charges payable by such General Common Charge Obligor (and the Master Board's Lien, as applicable, shall also secure the payment of such additional sums). A suit to recover a money judgment for unpaid General Common Charges shall be maintainable without foreclosing or waiving the lien securing such charges.

12.2 Other Defaults Under the Condominium Documents.

12.2.1 The violation of any of the General Rules and Regulations or the breach of any provision of these Master By-Laws, or the breach of any provision of the Declaration, shall give the Master Board the right, in addition to any other rights set forth in these Master By-Laws or the Declaration, (i) to enter any Unit, General Common Elements or Limited Common Elements in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner; any structure, thing or condition resulting in such violation or breach and the Master Board shall not thereby be deemed guilty or liable in any matter of trespass, and/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, provided that the Master Board gives the Unit Owner notice (which may be by telephone) that such violation exists, that repairs or replacements are necessary and that the Master Board will complete such repairs or replacements in the event the Unit Owner does not promptly act or complete the repairs or replacements, and/or (iii) to levy such fines and penalties as the Master Board may deem appropriate, and the Master Board shall have the same remedies for non-payment of such fines and penalties as for non-payment of General Common Charges.

12.2.2 The violation or breach of any of the provisions of these Master By-Laws, any of the General Rules and Regulations or the Declaration with respect to any rights, easements, privileges or licenses granted to Declarant and Sponsors or their designees shall give to Declarant, the Sponsors or their designees, as the case may be, the right, in addition to any other rights set forth in these Master 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.

12.2.3 In the event that any Unit Owner, after receipt of written notice from the Master Board, fails or neglects in any way to perform any of its obligations with respect to the maintenance, repair or replacement of its Unit as provided in the Condominium Documents or of any Common Element for which such Unit Owner is responsible under the Declaration or these Master By-Laws, the Master Board may perform or cause to be performed such obligation unless such Unit Owner, within five (5) days after receiving notice of such default by the Master Board, cures such default, or in the case of a default not reasonably susceptible to cure within such period, commences and thereafter prosecutes to completion, with due diligence, the curing of such default. All sums expended and all costs and expenses incurred in connection with the making of any such painting, decorating, maintenance, repair or replacement in such Unit Owner's Unit or to any such Limited Common Element for which such Unit Owner is

responsible as aforesaid, together with interest thereon at the Default Rate, shall be immediately payable by such Unit Owner to the Master Board and shall, for all purposes hereunder, constitute General Common Charges payable by such Unit Owner.

12.3 Priority of Recourse Against Residential Unit Owners.

12.3.1 Notwithstanding anything to the contrary contained in this Article 12 and without limiting the rights of the Residential Board as set forth in the Residential By-Laws, the Residential Board shall in the first instance have the exclusive right of enforcement with respect to, and to exercise any remedy or recourse as against, a Residential Unit Owner as to whom or which any default under the Declaration, these Master By-Laws, the General Rules and Regulations, the Residential By-Laws and/or the Residential Rules and Regulations exists. The Residential Board shall, upon demand by the Master Board, use commercially reasonable efforts (and shall promptly, diligently and continuously attempt) to cause such defaulting Residential Unit Owner to cure such default (including, without limitation, through the exercise of all remedies available to the Residential Board under the Residential By-Laws). However, a default shall in no event be deemed to exist with respect to the Residential Board by reason of any action or inaction by, or a default existing with respect to, a Residential Unit Owner (or such Board's action or inaction with respect to the enforcement or cure of the same).

12.3.2 In the event the Residential Board fails, within forty-five (45) days after demand is made by the Master Board to cause the Residential Unit Owner in question to cure its non-monetary default under the Declaration or these Master By-Laws (or, if such default is such that the Residential Board cannot reasonably cause the Residential Unit Owner in question to cure the same within such forty-five (45) day period, the Residential Board fails, as promptly as practicable within such forty-five (45) day period, to commence, and thereafter to proceed with diligence and continuity, to cause such Residential Unit to cure its default), then the Master Board shall be entitled to exercise its right to cure any such default in accordance with the applicable provisions of the Declaration or these Master By-Laws.

12.4 Priority of Recourse Against Office Unit Owners.

12.4.1 Notwithstanding anything to the contrary contained in this Article 12 and without limiting the rights of the Office Board as set forth in the Office By-Laws, the Office Board shall in the first instance have the exclusive right of enforcement with respect to, and to exercise any remedy or recourse as against, an Office Unit Owner as to whom or which any default under the Declaration, these Master By-Laws, the General Rules and Regulations, the Office By-Laws and/or the Office Rules and Regulations exists. The Office Board shall, upon demand by the Master Board, use commercially reasonable efforts (and shall promptly, diligently and continuously attempt) to cause such defaulting Office Unit Owner to cure such default (including, without limitation, through the exercise of all remedies available to the Office Board under the Office By-Laws). However, a default shall in no event be deemed to exist with respect to the Office Board by reason of any action or inaction by, or a default existing with respect to, an Office Unit Owner (or such Board's action or inaction with respect to the enforcement or cure of the same).

12.4.2 In the event the Office Board fails, within forty-five (45) days after demand is made by the Master Board to cause the Office Unit Owner in question to cure its default under the Declaration or these Master By-Laws (or, if such default is such that the Office Board cannot reasonably cause the Office Unit Owner in question to cure the same within such forty-five (45) day period, the Office Board fails, as promptly as practicable within such forty-five (45) day period, to commence, and thereafter to proceed with diligence and continuity, to cause such Office Unit Owner to cure its default), then the Master Board shall be entitled to exercise its right to cure ant such default in accordance with the applicable provisions of the Declaration or these Master By-Laws.

12.5 Grantee Liable for Unpaid General Common Charges; Statement of Defaults.

(a) To the extent applicable, upon any voluntary conveyance of either the Parking Unit or the Retail Unit, the grantee of such Unit shall (subject to the proviso clause of the penultimate sentence of Section 12.1.3 above) be liable for all unpaid General Common Charges pertaining to such Unit (which Unit shall continue to be subject to any Master Board's Lien existing as of the date of such conveyance), whether accrued and in respect of the period up to and including the date of such conveyance or in respect of the period following conveyance, but without prejudice to any right of the grantee to recover from the grantor any amounts paid by the grantee.

(b) Any General Common Charge Obligor may request from the Master Board for the benefit of a prospective purchaser, lender or Occupant, or otherwise, a statement: showing the amount of unpaid General Common Charges pertaining to such General Common Charge Obligor; stating whether there exists any known default under the Declaration or these Master By-Laws by the requesting Person, and if there are known defaults, specifying the nature thereof; stating the date and recording information of any amendments to the Declaration and these Master By-Laws, and stating whether the Declaration and these Master By-Laws are in full force and effect; and the Master Board shall provide such statement within ten (10) Business Days after request therefor. The Master Board shall be entitled to charge the requesting General Common Charge Obligor a reasonable fee for preparing and rendering said statement. Any Registered Mortgagee may request a similar statement with respect to a Unit upon which it holds a Registered Mortgage, with any reasonable charge therefor to be paid by the applicable Unit Owner. From time to time, the Master Board may request a statement from each General Common Charge Obligor that, except as may be otherwise specified, the Master Board is not in default under any of its obligations under the Declaration or these Master By-Laws, and such other reasonable information as may be reasonably requested. The addressee of any such statement shall be entitled to rely thereon; and each statement delivered pursuant to this Section 12.5 shall act as a waiver of any claim between the addressee and the Master Board or Person furnishing such statement to the extent such claim is based upon facts contrary to those asserted in. the statement and to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statement provided, however, that: (i) the issuance of such statement shall in no event subject the Master Board to any liability for the negligent or inadvertent failure of the Master Board to disclose correct and/or relevant information and (ii) such issuance shall not be construed to waive any rights of the issuer with

respect to any audit of or adjustments to General Common Charges as provided for in the Declaration and/or these Master By-Laws, or to challenge acts committed by a Unit Owner for which approval by or consent of the Master Board was required but not sought or obtained.

12.6 Title of Master Board on Foreclosure. Subject to Section 13.6 of these Master By-Laws, in the event of the Master Board's purchase of any Unit at a foreclosure sale or in the event that any Unit Owner (to the extent permitted in the Condominium Documents) shall convey its Unit to the Master Board in accordance with Section 339-x of the Real Property Law, title to such Unit shall be held by the Master Board or its designee on behalf of all Unit Owners, and the Master Board shall have the power to hold, lease, mortgage, sell or otherwise deal with (but not vote either the General Common Interest or the Section Common Interest appurtenant to) such Unit.

12.7 Residential Unit Owners. The provisions of the Residential By-Laws provide for the remedies of the Residential Board in the event of a failure by a Residential Unit Owner to pay the Residential Common Charges assessed against its Residential Unit (which Residential Common Charges include a portion of the General Common Charges allocated to the Residential Section by the Master Board).

12.8 Office Unit Owners. The provisions of the Office By-Laws provide for the remedies of the Office Board in the event of a failure by an Office Unit Owner to pay the Office Common Charges assessed against its Office Unit (which Office Common Charges include a portion of the General Common Charges allocated to the Office Section by the Master Board).

ARTICLE 13
SALES, LEASES AND MORTGAGES OF UNITS

13.1 Sales, Leases and Mortgages of Residential Units. The provisions of the Residential By-Laws, to the extent not in conflict with the Declaration and these Master By-Laws, shall govern the sale, leasing and mortgaging of the Residential Units; except that, notwithstanding the foregoing, Declarant and its designees, shall have the right, at any time, in its sole discretion and without the consent of any Person, to sell, assign or otherwise transfer, lease or encumber any Unsold Residential Unit(s), whether by merger, consolidation, sale, lease, mortgage, assignment or otherwise.

13.2 Sales, Leases and Mortgages of Office Units. The provisions of the Office By-Laws, to the extent not in conflict with the Declaration and these Master By-Laws, shall govern the sale, leasing and mortgaging of the Office Units; except that, notwithstanding the foregoing, Declarant and its designees, shall have the right, at any time, in its sole discretion and without the consent of any Person, to sell, assign or otherwise transfer, lease or encumber any Unsold Office Unit(s), whether by merger, consolidation, sale, lease, mortgage, assignment or otherwise.

13.3 Sales, Leases and Mortgages of the Parking Unit. The Parking Unit Owner may, without the prior consent of any Board, Unit Owner or any other Person, sell, assign or otherwise transfer, lease or encumber its Unit (whether by merger, consolidation, sale, lease, mortgage, assignment or otherwise, but subject to the restrictions on use and leasing provided herein or in

the Declaration); provided, however, that: (i) no lien to secure repayment of any sum borrowed may be created on any other Unit without the prior written consent of the owner of such other Unit or on any of the General Common Elements (as opposed to the applicable Unit Owner's undivided interest therein) or Section Common Elements without the prior written consent of all affected Boards and Unit Owners; and (ii) no Unit Owner (other than such borrowing Unit Owner), nor any Board, will be liable for repayment of any portion of any such loan, unless all such Unit Owner(s) and Boards, as applicable, otherwise so agree in writing.

13.4 Registered Mortgagee Requirements; Rights of Registered Mortgagees.

(a) The term "**Registered Mortgage**" as used herein shall mean a mortgage, as the same may be amended, modified or restated from time to time, given to secure the repayment of money or other obligation owed by a Non-Residential Unit Owner: (i) which shall comply with the provisions of this Article 13; and (ii) a true and correct copy of such mortgage has been delivered to the Secretary of the Master Board, together with a certification by the indebted Unit Owner or the mortgagee confirming that such copy is a true and correct copy of the mortgage in question. Such defined term shall also include the mortgages encumbering the Property as of the date of recording of the Declaration, as each mortgage may be increased, amended, restated, modified, split, severed and assigned from time to time (each, a "**Construction Loan Mortgage**"). In the event of any assignment of a Registered Mortgage or in the event of a change of address of a Registered Mortgagee or of an assignee of such Registered Mortgage, notice of the new or changed name and address shall be provided to the Secretary of the Master Board. The term "**Registered Mortgagee**" as used herein shall mean the record holder of a Registered Mortgage from time to time (subject to the preceding sentence). All Registered Mortgages shall be deemed to include (whether or not such mortgage in fact includes) an express provision acknowledging: (y) that the lien of such mortgage is and shall be subordinate to the Declaration and these Master By-Laws (and the provisions thereof and hereof) but superior to the Master Board's Lien to the extent set forth in Section 12.1.2 above; and (z) that the mortgagee (and its successors and assigns) will take title (whether by foreclosure, deed-in-lieu of foreclosure or otherwise) subject to the Declaration and these Master By-Laws.

(b) If a Non-Residential Unit Owner or its Registered Mortgagee shall have served on the Secretary of the Master Board, as described in the preceding subparagraph, a notice ("**RM Notice**") specifying the name and address of such Registered Mortgagee, such Registered Mortgagee shall be given a copy of each and every notice of the occurrence of a default or an Event of Default (including, without limitation, all notices (including notices that the Master Board or another Person intends to cure an Event of Default) described in Sections 12.1, 12.2, 12.5 and 12. hereof) required or permitted to be given to such Registered Mortgagee's mortgagor pursuant to the Declaration or these Master By-Laws at the same time as and whenever such notice shall thereafter be given thereunder or hereunder, at the address last furnished by the applicable Non-Residential Unit Owner, or Registered Mortgagee. After receipt of an RM Notice from a Non-Residential Unit Owner or Registered Mortgagee, no notice of the occurrence of a default or an Event of Default thereafter given with respect to such Registered Mortgagee's mortgagor under the Declaration or these Master By-Laws by the Master Board or any other party entitled to give such notice shall be effective as to such Registered Mortgagee unless and until a copy thereof shall have been so given to the Registered Mortgagee(s). If a Registered

Mortgage so provides or otherwise requires, then any insurance proceeds or condemnation award payable to a Non-Residential Unit Owner pursuant to the provisions hereof shall, upon notice from a Registered Mortgagee of such mortgagor, be delivered instead to such Person's Registered Mortgagee but applied as provided in the applicable provisions hereof (including, without limitation, Section 11.10) and of the Declaration.

(c) If more than one Registered Mortgagee having a lien on the Non-Residential Unit has exercised any of the rights afforded by this Section 13.4, only that Registered Mortgagee, to the exclusion of all other Registered Mortgagees, whose Registered Mortgage is most senior in priority of lien with respect to such Non-Residential Unit (the "**Senior RM**") shall be recognized by the other Unit Owner(s), the Residential Board, the Office Board, the Retail Board and the Master Board as having exercised such right, for so long as such Registered Mortgagee shall be diligently exercising its rights hereunder with respect thereto; provided, however, that by written notice to the Master Board, such Registered Mortgagees may designate one of them which is not most senior in priority to be deemed the Senior RM for purposes of this Section 13.4(c).

(d) Each Registered Mortgagee shall have the right, but not the obligation, to cure any Event of Default by such Registered Mortgagee's mortgagor. The Master Board, the Residential Board, Office Board, the Retail Board, as applicable, and all Unit Owners shall accept performance by a Registered Mortgagee (or its designee or nominee) of any covenant, condition or agreement on the part of a Non-Residential Unit Owner to be performed hereunder with the same force and effect as though performed by such Registered Mortgagee's mortgagor, even if such performance is after the applicable time period set forth in clause (e) below.

(e) Notwithstanding any other provision of the Declaration or these Master By-Laws to the contrary, upon the occurrence of an Event of Default by a Non-Residential Unit Owner, no remedies contemplated under the Condominium Documents (other than (x) the remedies set forth in Section 12.4.1 hereof; (y) giving a notice pursuant to the first sentence of Section 12.5 hereof; and (z) unless clause (2) of this sentence applies and the applicable Non-Monetary Event of Default is not an Event of Default under Section 12.1.1(d) or Section 12.1.1(e) hereof, the remedies set forth in Section 12.2.1 hereof) shall be exercised by any Board or Unit Owner with respect thereto if a Registered Mortgagee of such Non-Residential Unit Owner shall (1) with respect to a Monetary Event of Default, within thirty (30) days following its receipt of any notice to the effect that a Monetary Event of Default has occurred with respect to its mortgagor, cure (or cause to be cured) such Monetary Event of Default, (2) with respect to any Non-Monetary Event of Default that is reasonably capable of being cured without owning or controlling the applicable Unit, within thirty (30) days following its receipt of any notice to the effect that such Non-Monetary Event of Default has occurred with respect to its mortgagor (a "**Default Notice**"), cure (or cause to be cured) such Non-Monetary Event of Default, or (3) with respect to any Non-Monetary Default in respect of which ownership or control of the applicable Unit is reasonably necessary to cure the Non-Monetary Event of Default in question, within ninety (90) days following its receipt of a Default Notice with respect thereto, commence to cure (or cause to be cured) the applicable Non-Monetary Event of Default, which cure may consist solely of exercising diligent efforts to obtain ownership or control of the applicable Units, and then diligently and continuously pursue such cure until completion.

(f) In addition, notwithstanding any provision hereof to the contrary, if one or more Events of Default have occurred with respect to a Non-Residential Unit Owner, but such defaulting Person's Registered Mortgagee is taking the actions described in the preceding subparagraph (e) (as and when provided therein) with respect to, and/or has cured, each such Event of Default, then: (i) the Registered Mortgagee shall be entitled to replace and designate the Master Board Members that such defaulting Non-Residential Unit Owner would otherwise have been entitled to designate, as if such Registered Mortgagee were the Designator thereof; (ii) the Registered Mortgagee shall be entitled to vote at all Unit Owners Meetings the General Common Interest that the Non-Residential Unit Owner would otherwise have been entitled to vote thereat and to give any consent or approval that its mortgagor could have given, which shall be granted or withheld under the same terms as are applicable to its mortgagor, as if such Registered Mortgagee were its mortgagor; and (iii) the Master Board shall rely (and be entitled to rely) on the votes of or actions taken by the Registered Mortgagee or the Master Board Member designated by it in determining the appropriateness of any action to be taken. The rights of a Registered Mortgagee under the preceding sentence shall remain in effect until the Secretary of the Condominium receives the written notice described in the last sentence of Section 2.9.5 hereof and the last sentence of Section 3.7 hereof. Payment or performance of any obligation of a Non-Residential Unit Owner by a Registered Mortgagee (prior to the date on which such Registered Mortgagee or its assignee or designee or nominee shall take title to the defaulting Unit Owner's Unit) shall not give rise to any obligation on the part of the Registered Mortgagee to continue to pay or perform in the future.

13.5 No Severance of Ownership. No Non-Residential Unit Owner shall execute any mortgage or other instrument conveying or mortgaging title to its Unit without including therein its entire General Common Interest appurtenant to such Unit. Any such mortgage or deed 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. Nothing in this Section 13.5 shall prohibit the lease of all or any portion of the Non-Residential Unit without the simultaneous lease of its appurtenant General Common Interest.

13.6 Waiver of Right of Partition with Respect to Units Acquired on Behalf of Unit Owners as Tenants-in-Common; Waiver of Right of Surrender.

(a) In the event that a Non-Residential Unit Owner shall convey its Unit to the Master Board (to the extent permitted under the Condominium Documents) in accordance with Section 339-x of the Real Property Law, or the Non-Residential Unit shall be acquired by the Master Board or its designees (either at a foreclosure sale or otherwise) on behalf of all Unit Owners 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.

(b) To the extent permitted by Law, the Non-Residential Unit Owner shall be deemed to have waived any and all right to surrender its Unit (in each case, together with its Appurtenant Interests), to the Master Board.

13.7 Advertisements and Resale

As described in the Residential By-Laws, prior to the First Residential Unit Closing and before the earlier of twelve (12) months after the First Residential Unit Closing, or seventy-five (75%) percent of the Residential Units in the Building have closed, Residential Purchasers shall not list their Unit(s) for resale or rental with any broker or advertise or otherwise offer, promote, or publicize the availability of the Residential Unit(s) for sale or lease, without Declarant's and the Residential Board's prior written consent. This provision shall survive closing and shall apply to Residential Unit Owners who occupy their Units as well as investors.

In addition, Residential Purchasers are not permitted to resell their Residential Unit(s) without the prior written consent of Declarant, which consent shall not be unreasonably withheld, until the earlier of twelve (12) months after the First Residential Unit Closing or seventy-five (75%) percent of the Residential Units in the Building have closed. Notwithstanding the foregoing, upon acceptable written evidence, Declarant shall not withhold its consent to the resale of a Residential Unit in the event of undue hardship due to the death of a Purchaser or a Purchaser's immediate family member, the involuntary loss of a Purchaser's employment or the bankruptcy or insolvency of a Purchaser.

In the event Declarant grants a Unit Owner consent for the resale of a Unit within the first twelve (12) months after the First Residential Unit Closing or prior to the closing of 75% of the Residential Units in the Building, said Unit Owner shall, in connection with such resale, pay to Declarant a fee in the amount of 5% of the Sales Price of the resold Unit.

Similarly, prior to the closing of title to an Office Unit and before the earlier of twelve (12) months after the First Office Unit Closing, or seventy-five (75%) percent of the Office Units in the Building have closed, Office Purchasers shall not list their Office Unit(s) for resale or rental with any broker or advertise or otherwise offer, promote, or publicize the availability of the Office Unit(s) for sale or lease, without Declarant's and the Office Board's prior written consent. This provision shall survive Closing and shall apply to Office Unit Owners who occupy their Units as well as investors.

In addition, Office Purchasers are not permitted to resell their Office Unit(s) without the prior written consent of Declarant, which consent shall not be unreasonably withheld, until the earlier of twelve (12) months after the first closing of an Office Unit or seventy-five (75%) percent of the Office Units in the Building have closed.

In the event Declarant grants an Office Unit Owner consent for the resale of a Unit within the first twelve (12) months after the First Office Unit Closing or prior to the closing of 75% of the Office Units in the Building, said Unit Owner shall, in connection with such resale, pay to Declarant a fee in the amount of 5% of the Sales Price of the resold Unit.

ARTICLE 14
ARBITRATION

14.1 General Procedure. Except as may otherwise be expressly provided in these Master By-Laws or the Declaration, any arbitration provided for in these Master By-Laws or the Declaration

("**Arbitration**") shall be conducted before one arbitrator (having 10 or more years experience in the field of New York City mixed use developments) by the American Arbitration Association or any successor organization thereto, in accordance with its rules then in effect. 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 shall not then be 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 Queens. The decision of the arbitrator so chosen shall be given within 10 days after his or her appointment.

14.2 Costs and Expenses. The fees, costs and expenses of the arbitrator shall be borne by the losing party in the Arbitration or, if the position of neither party to a dispute shall be substantially upheld by the arbitrator, such fees, costs and expenses shall be borne equally by the parties to the dispute. Each disputant shall also bear the fees and expenses of its counsel and expert witnesses. Subject to the foregoing, all costs and expenses paid or incurred by the Master Board in connection with any Arbitration held hereunder (including, without limitation, the fees and expenses of counsel and expert witnesses) shall constitute General Common Expenses.

14.3 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 14.1 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 15
RULES AND REGULATIONS

15.1 General Rules and Regulations. The Master Board may adopt General Rules and Regulations from time to time, which shall be non-discriminatory and uniformly applied. None of the General Rules and Regulations shall be in conflict with these Master By-Laws or the Declaration. Notice and a copy of any newly adopted General Rules and Regulations or any modifications, amendments or additions thereto shall be given by the Master Board to each Section Board and the Parking Unit Owner not less than thirty (30) days prior to the effective date thereof. Notwithstanding anything to the contrary, no changes to the General Rules and Regulations shall be permitted (i) without the consent of Declarant and/or its designees for such period of time that Declarant and/or its designees own any Units, or (ii) in any manner that would adversely affect the Building's Leadership in Energy and Environmental Design (LEED) certification status.

15.2 Parking Rules and Regulations. The Parking Unit Owner may adopt and, from time to time, modify, amend or add to rules and regulations concerning the use of its Unit. Notice and a copy of any newly adopted Parking Rules and Regulations or any modifications, amendments or additions thereto shall be given by the Parking Unit Owner to the Master Board and to each Section Board not less than thirty (30) days prior to the effective date thereof.

15.3 Retail Rules and Regulations. The Retail Board may adopt and, from time to time, modify, amend or add to rules and regulations concerning the use of the Retail Section. Notice and a copy of any newly adopted Retail Rules and Regulations or any modifications, amendments or additions thereto shall be given by the Retail Board to the other Boards (including the Master Board) and the Parking Unit Owner not less than thirty (30) days prior to the effective date thereof.

ARTICLE 16
AMENDMENTS TO DECLARATION AND/OR BY-LAWS

16.1 General. Except as specifically provided herein and in the Declaration with respect to amendments, modifications, additions or deletions (each, an "**Amendment**") to the Declaration and/or these Master By-Laws: (i) solely for the purpose of, and to the extent required for effecting the permitted subdivision and/or combination of Units; and/or (ii) affecting Declarant (or its designee(s), other Unsold Residential Unit Owner(s), other Unsold Office Unit Owner(s) or other Unsold Retail Unit Owner(s)), or the Parking Unit Owner: (a) the Master Board may add to, amend, modify or delete ("**Amend**") any provision of the Declaration and/or these Master By-Laws by a 75% vote of the Master Board Members Present in Person and entitled to vote at a duly called meeting of such Board at which a quorum is present; provided, however, that the General 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 the Declaration and/or these Master By-Laws benefiting, protecting or otherwise affecting only the Residential Section or the Residential Unit Owners may be Amended by the affirmative vote of at least 66-2/3% in number and in Residential Common Interest of all Residential Unit Owners taken in accordance with the provisions of these Master By-Laws and the Residential By-Laws; (c) any provision of the Declaration and/or these Master By-Laws benefiting, protecting or otherwise affecting only the Office Section or the Office Unit Owners may be Amended by the affirmative vote of at least 66-2/3% in number and in Office Common Interest of all Office Unit Owners taken in accordance with the provisions of these Master By-Laws and the Office By-Laws; (d) any provision of the Declaration and/or these Master By-Laws benefiting, protecting or otherwise affecting only the Retail Section or the Retail Unit Owner(s) may be Amended by the affirmative vote of at least 66-2/3% in number and in Retail Common Interest of all Retail Unit Owners taken in accordance with the provisions of these Master By-Laws (and the Retail By-Laws, if any); and (e) any provision of the Declaration and/or these Master By-Laws benefiting, protecting or otherwise affecting only the Parking Unit Owner may be Amended by the affirmative vote of at least 66-2/3% in General Common Interest of all Parking Unit Owners taken in accordance with the provisions of these Master By-Laws. Notwithstanding the foregoing, but subject to the provisions of the Declaration and/or these Master By-Laws with respect to Amendments to the Declaration and/or these Master By-Laws: (i) solely for the purpose of, and to the extent required for, effecting the permitted subdivision and/or combination of Units; and/or (ii) affecting Declarant (or its designee(s), other Unsold Residential Unit Owner(s), other Unsold Office Unit Owner(s) or other Unsold Retail Unit Owner(s)), or the Parking Unit Owner: (w) no Amendment pursuant to the provisions of clause (a) above which would materially adversely affect the lien of any mortgagee under the Condominium Documents or Amend any enumerated rights, privileges, liabilities or obligations of mortgagees of Units shall be effective without the written consent (which consent shall not be unreasonably withheld,

conditioned or delayed) of a majority of the Residential Mortgagee Representatives, if any, a majority of the Office Mortgagee Representatives, if any, a majority of the Retail Mortgagee Representatives, if any, and the Registered Mortgagees of the Parking Unit; (x) no Amendment pursuant to the provisions of clause (b) above shall be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of a majority of the Residential Mortgagee Representatives applicable to Residential Units (the "**Residential Mortgagee Representatives**"), if any; (y) no Amendment pursuant to the provisions of clause (c) above shall be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of a majority of the Office Mortgagee Representatives applicable to Office Units (the "**Office Mortgagee Representatives**"), if any; (z) no Amendment pursuant to the provisions of clause (d) above shall be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of a majority of the Retail Mortgagee Representatives applicable to the Retail Unit(s) (the "**Retail Mortgagee Representatives**"), if any and (e) the provisions of this Section 16.1 may not be amended unless 80% in General Common Interest of all Unit Owners affected by any such amendment duly approve such Amendment.

16.2 Amendments Affecting Declarant. Notwithstanding any provision contained in the Declaration and/or these Master By-Laws to the contrary, no Amendment to the Condominium Documents shall be effective in any way: (a) without the prior written consent of the affected Parking Unit Owner(s), with respect to any Amendment thereto modifying the permitted uses of such Unit or affecting the rights, privileges, easements, licenses, or exemptions granted to any Parking Unit Owner; (b) without the prior written consent of the Declarant or its designee or the owner of any Unsold Residential Unit with respect to any amendment, modification, addition or deletion of or to the Condominium Documents modifying the permitted uses of the Residential Section 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, or otherwise adversely affecting Declarant or its designee or the owner of any Unsold Residential Unit; (c) without the prior written consent of Declarant or its designee or the owner of any Unsold Office Unit with respect to any amendment, modification, addition or deletion of or to the Condominium Documents modifying the permitted uses of the Office Section 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 Office Unit, or otherwise adversely affecting Declarant or its designee or the owner of any Unsold Office Unit; (d) without the prior written consent of Declarant or its designee or the owner of any Unsold Retail Unit with respect to any amendment, modification, addition or deletion of or to the Condominium Documents modifying the permitted uses of the Retail Section 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 Retail Unit, or otherwise adversely affecting Declarant or its designee or the owner of any Unsold Retail Unit; or (e) without the prior written consent of the holder of any present or future mortgage, pledge, or other lien or security interest covering any Unsold Unit with respect to any amendment, modification, addition or deletion of or to the Condominium Documents modifying the permitted uses of such Unsold Unit or affecting the rights, privileges, easements, licenses or exemptions granted to the owner of such Unsold Unit.

16.3 Special Amendments. Declarant, its designees and the Parking Unit Owner (upon receipt of consent from Declarant) shall have the right to amend the Declaration and these Master By-

Laws, without the consent of any Board or any other Unit Owner, to effectuate the rights otherwise granted to such party under the terms of the Declaration and these Master By-Laws.

16.4 Amendments of Residential By-Laws. Subject to the provisions hereof or thereof with respect to amendments affecting Declarant and/or the owner of any Unsold Residential Unit(s), and subject to compliance with any other requirements of this Article 16, the Residential Unit Owners shall have the right to amend, modify, add or delete any provision of the Residential By-Laws in accordance with the terms and conditions of the Residential By-Laws.

16.5 Amendments of Office By-Laws. Subject to the provisions hereof or thereof with respect to amendments affecting Declarant and/or the owner of any Unsold Office Units, and subject to compliance with this Article 16, the Office Unit Owners shall have the right to amend, modify, add or delete any provision of the Office By-Laws in accordance with the terms and conditions of the Office By-Laws.

16.6 Recording of Amendments. No Amendment to the Declaration, these Master By-Laws, the Residential By-Laws and/or the Office By-Laws shall be effective until approved in accordance with the applicable provisions of the Condominium Documents and recorded in the Register's Office.

16.7 Execution and Delivery of Amendments. Subject to the provisions contained herein or in the Declaration with respect to Amendments affecting Declarant, its designee(s) or the holder of any Unsold Units, any Amendment to the Declaration and/or these Master By-Laws, the Residential By-Laws or the Office By-Laws may be executed: (i) if on behalf of the applicable Board, by the President, or Vice President and the Secretary or an Assistant Secretary of such Board; and (ii) if on behalf of a Parking Unit Owner, by any general partner, managing member, officer or other authorized person of such owner.

ARTICLE 17
INSURANCE TRUSTEE

The Insurance Trustee shall be a bank or trust company having an office located in the City of New York, designated by the Master Board and having a capital surplus and undivided profits or $500,000,000 or more. In the event the Insurance Trustee resigns or is replaced by the Master Board, the Master Board shall appoint a new Insurance Trustee which shall be a bank or trust company having an office located in the City of New York and having a capital surplus and undivided profits of $500,000,000 or more. The Master 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.

ARTICLE 18
MISCELLANEOUS

18.1 Approvals and Consents.

18.1.1 Wherever the consent or approval of Declarant is required under these Master By-Laws or the Declaration, such consent or approval shall not be required when such Person (either directly or through its affiliates) no longer owns any Units.

18.1.2 Any approval or consent of a Board, Declarant or any Unit Owner or Board Member required under the Declaration or these Master By-Laws may, except to the extent expressly provided to the contrary in the Declaration or these Master By-Laws, be granted or withheld in such Person's sole discretion. Whenever the approval or consent of a Board or any Unit Owner or Board Member is required under the Declarations or these Master By-Laws not to be unreasonably withheld, such approval shall also not be unreasonably conditioned or delayed.

18.1.3 Notwithstanding that the consent and/or approval of any Board or Unit Owner may be required for or with respect to any particular matter, there shall be no separate or further requirement to obtain the consent or approval of the Managing Agent for any of the foregoing Persons.

18.1.4 Notwithstanding any other provision of the Declaration and By-Laws, with respect to any right of approval or consent granted to any Person by virtue of any "affect" or "impact" on it or any portion of the Property owned or controlled by it, in each instance the "affect" alleged must relate to the unique circumstances of such Person and the portion(s) of the Property owned or controlled by it; and no specific right of approval or consent shall apply with respect to any such matter which affects or impacts all Unit Owners, all General Common Charge Obligors, the Parking Unit Owner, the Residential Board, the Office Board and the Retail Unit Owner or Retail Board, as applicable, as the case may be, simply by virtue of their status as Unit Owners, General Common Charge Obligors, Unit Owner or Board, as the case may be.

18.2 Waiver. No provision contained in the Declaration, these Master By-Laws or the General Rules and Regulations shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches thereof which may occur.

18.3 Captions. The index hereof and 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 Master By-Laws or the intent of any provision hereof.

18.4 Conflicts. In the event of a conflict between: (i) the terms of the Declaration and those of any of the Master By-Laws, Residential By-Laws or Office By-Laws, the terms of the Declaration shall in all events govern; (ii) the terms of the Master By-Laws and those of the Residential By-Laws or the Office By-Laws, the terms of these Master By-Laws shall in all events govern: and (iii) the terms of any General Rules and Regulations and those of the Residential Rules and Regulations (as defined in the Offering Plan), Office Rules and Regulations (as defined in the Offering Plan), Retail Rules and Regulations (as defined in the Offering Plan), or Parking Rules and Regulations (as defined in the Offering Plan) the terms of any General Rules and Regulations shall in all events govern.

18.5 Certain References.

18.5.1 A reference in these Master 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.

18.5.2 The terms "herein," "hereof" or "hereunder" or similar terms used in these Master By-Laws refer to these entire Master By-Laws and not to the particular provision in which the terms are used.

18.5.3 Unless otherwise stated, all references herein to Articles, Sections, subsections, paragraphs, subparagraphs or other provisions are references to Articles, Sections or other provisions of these Master By-Laws.

18.5.4 Unless otherwise stated, whenever Declarant is given a right under these Master By-Laws or the Declaration, such right shall also accrue to Declarant's designees, whether or not it is specifically provided for.

18.6 Severability. Subject to the provisions of the Declaration, if any provision of these Master By-Laws is invalid or unenforceable as against any Person or under certain circumstances, the remainder of these Master By-Laws and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of these Master By-Laws shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by law.

18.7 CPI Increases. All specific dollar amounts set forth in these Master By-Laws or the Declaration shall be adjusted by the CPI Increase Factor except to the extent otherwise provided. For such purposes, the "**CPI Increase Factor**" means an increase proportionate to any increase in the cost of living from the date of the initial recording of the Declaration, as reflected by the change in the Consumer Price Index (CPI-U; All Items; 1982-84 = 100 standard reference base period) for New York, New York (or the smallest measured area including New York, New York), as published by the Bureau of Labor Statistics, United States Department of Labor or, if the same ceases to be published, a commonly used substitute therefor reasonably selected by the Master Board (such index or substitute, the "**Consumer Price Index**").

18.8 Covenant of Further Assurances.

18.8.1 Any party which is subject to the terms of these Master 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 an officer of any Board, a Registered Mortgagee, Residential Mortgagee Representative, Office Mortgagee Representative, Retail Mortgagee Representative or otherwise, shall, at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action, as such other party may reasonably request, as shall be reasonably necessary to effectuate the provisions of these Master By-Laws or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such

transaction (but without expanding the scope of any liability or obligation on the part of the cooperating party beyond that set forth in the Condominium Documents).

18.8.2 If any Unit Owner or any other party which is subject to the terms of these Master By-Laws fails to execute, acknowledge or deliver any instrument, or fails or refuses to take any action which such Unit Owner or other party is required to perform pursuant to one or more specific provision of these Master By-Laws, in each case (unless a specific provision with respect thereto is provided for elsewhere in the Condominium Documents) within fifteen (15) Business Days after request therefor and within five (5) Business Days after receipt of a second request therefor (which second request shall be accompanied by a copy of the initial request (and any supporting materials) and stating in bold print: "THIS IS A SECOND AND FINAL REQUEST FOR YOU TO EXECUTE, ACKNOWLEDGE AND/OR DELIVER THE DOCUMENTS, OR TO TAKE THE ACTIONS, DESCRIBED IN THE ENCLOSED PRIOR REQUEST THEREFOR, WHICH IS REQUIRED UNDER THE TERMS OF THE CONDOMINIUM DECLARATION AND/OR BY-LAWS. YOUR FAILURE TO EXECUTE, ACKNOWLEDGE AND/OR DELIVER THE DOCUMENTS, OR TO TAKE THE ACTIONS, AS THE CASE MAY BE, WITHIN FIVE BUSINESS DAYS FROM THE DATE HEREOF SHALL ENTITLE THE MASTER BOARD TO DO SO ON YOUR BEHALF.", then the Master Board is hereby authorized, as attorney-in-fact, coupled with an interest, for such Unit Owner or other party, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner or other party, and such instrument or action shall be binding on such Unit Owner or other party, as the case may be. Any dispute with respect to the foregoing shall be subject to Arbitration; provided, the Person refusing to execute, acknowledge or deliver any such instrument, or refusing to take any such action, expressly renders such refusal in writing (together with its rationale for such refusal) within the time period(s) provided in this Section 18.8.2.

Exhibit I: Definitions

Exhibit II: Expense Allocation Schedule:

The Units shall bear a percentage of the General Expenses for the payroll, electricity for the Public Park, repairs and maintenance, management, insurance, legal, audit and other charges based upon Common Interests and shall pay for the costs of gas (heat and hot water), electricity, water and sewer and service contracts (except for window washing costs) based upon estimated usage. Other costs (such as the gas for cooking and dryers, Resident Superintendent's Unit charges and contributions to the Residential Reserve Fund) shall not be borne at all by the Non-Residential Unit Owners, because such utilities and/or services are not used by, or do not apply to, the Non-Residential Unit(s).

[INSERT SCHEDULE]

Residential Section By-Laws

BY-LAWS OF THE RESIDENTIAL SECTION

OF

FLUSHING COMMONS

TABLE OF CONTENTS

Page

ARTICLE 1 GENERAL

1.1 Defined Terms
1.2 Purpose
1.3 Principal Office of Residential Section
1.4 Applicability of Residential By-Laws

ARTICLE 2 RESIDENTIAL BOARD

2.1 Number, Term and Qualifications
2.2 Powers and Duties of the Residential Board
2.3 Managing Agent or Manager
2.4 First Board
2.5 Resignation and Removal
2.6 Vacancies
2.7 Organizational Meeting
2.8 Regular Meetings
2.9 Special Meetings
2.10 Waiver of Notice
2.11 Determinations by the Residential Board; Quorum
2.12 Compensation
2.13 Limitation of Liability of Residential Board Members and Residential Unit Owners; Indemnification
2.14 Fidelity Insurance
2.15 Committees
2.16 Incorporation of Residential Board
2.17 Residential Board as Agent of Residential Unit Owners
2.18 Affiliate/Prohibited Transactions

ARTICLE 3 RESIDENTIAL UNIT OWNERS

3.1 Annual Meetings
3.2 Place of Meetings
3.3 Special Meetings
3.4 Notice of Meetings
3.5 Adjournment of Meetings
3.6 Order of Business
3.7 Title to Units
3.8 Voting
3.9 Election of Residential Board
3.10 Majority of Residential Unit Owners
3.11 Quorum
3.12 Majority Vote
3.13 Voting by Declarant

3.14 Declarant's Veto Power

ARTICLE 4 OFFICERS
4.1 Designation
4.2 Election of Officers
4.3 Resignation and Removal of Officers
4.4 President
4.5 Vice President
4.6 Secretary
4.7 Treasurer
4.8 Execution of Documents
4.9 Compensation of Officers
4.10 Liability of Officers

ARTICLE 5 NOTICES
5.1 Notices
5.2 Waiver of Service of Notice; Consent to Other Notices
5.3 Notices by a Residential Unit Owner to the Residential Board
5.4 Record of Addresses

ARTICLE 6 RESIDENTIAL COMMON EXPENSES AND CHARGES; BUDGETS; MAINTENANCE OBLIGATIONS AND COSTS; UTILITIES
6.1 Determination of Residential Common Expenses and Fixing of Residential Common Charges
6.2 Payment of Residential Common Charges
6.3 Maintenance Obligations; Costs of Same
6.4 Utility Services

ARTICLE 7 REAL ESTATE TAXES; TAX CERTIORARI PROCEEDINGS
7.1 Real Estate Taxes; Impositions
7.2 Tax Certiorari Proceedings

ARTICLE 8 ALTERATIONS
8.1 Alterations to the General Common Elements
8.2 Alterations to the Residential Section
8.3 Alterations to Unsold Residential Units by Declarant or its Designee

ARTICLE 9 MECHANIC'S LIENS, VIOLATIONS; COMPLIANCE WITH LAWS AND INSURANCE REQUIREMENTS; HAZARDOUS MATERIALS
9.1 Mechanic's Liens
9.2 Violations
9.3 Compliance with Laws, Insurance Requirements
9.4 Hazardous Materials

ARTICLE 10 RECORDS AND AUDITS
10.1 The Residential Board

10.2 Availability of Documents

ARTICLE 11 INSURANCE; CASUALTY; CONDEMNATION
11.1 Residential Board's Insurance Requirements
11.2 Residential Unit Owner's Insurance Requirements
11.3 Insurance Requirements During the Course of Alterations and/or Repairs
11.4 Insurance as a Residential Common Charge
11.5 General Insurance Matters
11.6 Waiver of Subrogation
11.7 Indemnification
11.8 Casualty and Condemnation
11.9 Casualty or Condemnation

ARTICLE 12 EVENTS OF DEFAULT; RIGHTS OF CURE; RESIDENTIAL BOARD'S LIEN; GRANTEES LIABLE FOR UNPAID RESIDENTIAL COMMON CHARGES
12.1 Failure to Pay Residential Common Charges
12.2 Other Defaults Under the Condominium Documents
12.3 Priority of Recourse Against Residential Unit Owners
12.4 Grantee Liable for Unpaid Residential Common Charges; Statement of Defaults
12.5 Title of Residential Board on Foreclosure

ARTICLE 13 SALES, LEASES AND MORTGAGES OF UNITS
13.1 Selling and Leasing
13.2 Consent of Residential Unit Owners to Purchase or Lease of Residential Units by Residential Board
13.3 No Severance of Ownership
13.4 Release by Residential Board of Right of First Refusal
13.5 Certificate of Termination of Right of First Refusal
13.6 Financing of Purchase of Residential Units by Residential Board
13.7 Exceptions
13.8 Gifts and Devises, etc.
13.9 Waiver of Right of Partition With Respect to Residential Units Acquired on Behalf of Residential Unit Owners as Tenants in Common
13.10 Payment of Assessments
13.11 Mortgage of Residential Units
13.12 Restriction on Sale and Advertising
13.13 Residential Registered Mortgagee Requirements; Rights of Residential Registered Mortgagees

ARTICLE 14 ARBITRATION
14.1 Arbitration

ARTICLE 15 RESIDENTIAL RULES AND REGULATIONS
15.1 Residential Rules and Regulations

ARTICLE 16 AMENDMENTS TO DECLARATION AND/OR RESIDENTIAL BY-LAWS

16.1 Amendments to Declaration
16.2 Amendments to these Residential By-Laws
16.3 Amendments Affecting Declarant or Unsold Residential Units
16.4 Amendments Affecting Residential Permitted Mortgagees
16.5 Recording of Amendments

ARTICLE 17 INSURANCE TRUSTEE

ARTICLE 18 MISCELLANEOUS

18.1 Approvals and Consents
18.2 Waiver
18.3 Captions
18.4 Conflicts
18.5 Certain References
18.6 Severability
18.7 CPI Increases
18.8 Covenant of Further Assurances

SCHEDULE A RULES AND REGULATIONS OF THE RESIDENTIAL SECTION OF FLUSHING COMMONS

BY-LAWS OF THE RESIDENTIAL SECTION OF FLUSHING COMMONS

ARTICLE 1
GENERAL

1.1 Defined Terms. All capitalized terms used but which are not separately defined in these Residential By-Laws shall have the meanings given to such terms in the Declaration, the Master By-Laws or, if not defined in the Declaration or Master By-Laws, in the Table of Definitions annexed as Exhibit I to the Master By-Laws.

1.2 Purpose. The purpose of these Residential By-Laws is to set forth the rules and procedures concerning the conduct of the affairs of the Residential Section of the Condominium.

1.3 Principal Office of Residential Section. The principal office of the Residential Section shall be located either within the Property or at such other place in the Borough of Queens as may be designated from time to time by the Residential Board.

1.4 Applicability of Residential By-Laws. These Residential By-Laws are applicable to the Residential Section and to the use and occupancy thereof. All present and future Residential Unit Owners, mortgagees, lessees, sublessees and occupants of Residential Units and employees and guests of Residential Unit Owners, as well as all other persons who may use the facilities of the Property, are and shall be subject to the Declaration, the Master By-Laws, these Residential By-Laws and the Residential Rules and Regulations (as hereinafter defined.) The acceptance of a deed or conveyance, or the succeeding of title to, or the execution of a lease or sublease for, or the act of occupancy of, a Residential Unit shall constitute an agreement that the provisions of these Residential By-Laws, the Residential Rules and Regulations, the Master By-Laws and the Declaration are accepted, ratified, and will be complied with.

1.5 Master Board. All references herein to obtaining consent of the Residential Board shall also include a reference to the consent of the Master Board, if the matter at hand affects General Common Elements, the insurance of the Building or multiple Sections of the Building. Any issues that affect more than one Section and any disputes between Sections that are not otherwise resolved, shall be subject to the control and decision of the Master Board. In addition, maintenance or repairs to Non-General Common Elements that may affect (i) the General Common Elements, (ii) the insurance of the Building, (iii) the Parking Unit or (iv) multiple Sections of the Building, are subject to written consent from the Master Board, which consent shall not be unreasonably withheld.

ARTICLE 2

RESIDENTIAL BOARD

2.1 Number, Term and Qualifications.

2.1.1 Number. As more particular set forth in Section 2.2 below, the affairs of the Residential Section shall be governed by the Residential Board, which from and after the first Residential Unit Closing shall consist of five (5) persons. Of the five (5) members, three (3) shall be designated by the Declarant (or its designee) until such time as Declarant (or its designee) no longer owns any Residential Unit. There shall be no restriction on the right of Declarant (or its designee) to vote for members who are nominated by other Residential Unit Owners. Members of the Residential Board shall serve for a term of one (1) year. At the expiration of the initial term of office of each Residential Board Member, his or her successor shall be elected to serve for a term of one (1) year. The Residential Board Members shall hold office for the term fixed herein and until their successors have been qualified and elected. There shall be no limit on the number of successive terms a manager may serve on the Board, if elected as herein provided.

2.1.2 The number of Residential Board Members may not be increased without the consent of Declarant, its designee or an owner of the Unsold Units for so long as there remains at least one (1) Unsold Residential Unit.

2.1.3 Qualifications. All Residential Board Members, other than the Declarant or any Declarant designees, shall be: (a) Residential Unit Owners or spouses of Residential Unit Owners, or mortgagees of Residential Units or a spouse of an individual mortgagee; (b) partners or employees (or their spouses) of a partnership owning a Residential Unit or a mortgage covering a Residential Unit; (c) officers, directors, stockholders or employees (or their spouses) of corporate owners or corporate mortgagees of Residential Units; or (d) fiduciaries or their beneficiaries (or their spouses) who are owners of mortgagees of Residential Units (or directors, officers, stockholders, or employees, or their spouses, of corporate fiduciaries, or partners or employees, or their spouses, of partnership fiduciaries). However, members elected by Declarant (or its designee) are not subject to the foregoing restrictions. Other than members elected by Declarant (or its designee), no Residential Board Member shall continue to serve on the Residential Board after he or she ceases to be (y) a Residential Unit Owner or (z) an interested party in a Residential Unit Owner, as specified in the first sentence of this Section 2.1.3. At such time as title to all Residential Units owned by Declarant (or its designee) are conveyed, all Residential Board Members designated by Declarant (or its designee) shall resign.

2.2 Powers and Duties of the Residential Board.

2.2.1 The Residential Board shall have the powers and duties necessary for or incidental to the operation, care, upkeep, maintenance and administration of the affairs of the Residential Section (except such powers and duties which by Law or pursuant to the Condominium Documents may not be deleted to the Residential Board by the Residential Unit Owners). All determinations with respect to the administration of the affairs of the Residential Section shall be made by the Residential Board.

2.2.2 Subject to, and in accordance with, the provisions of Section 2.2.1, the further provisions of this Section 2.2.2, Sections 2.2.3 through 2.2.5 and Article 6 of these Residential By-

Laws and such other provisions, if any, of the Declaration and the Master By-Laws as may grant to one or more Unit Owner(s) or Boards, as the case may be, rights of approval with respect to certain matters, the Residential Board shall be entitled to make determinations and take actions with respect to all matters relating to the operation and the administration of the affairs of the Residential Section, including, without limitation, the following:

(a) (i) Operation, care, upkeep and maintenance of; (ii) the making of alterations, additions and improvements (collectively, "**Alterations**") to; and (iii) the making of repairs, restorations and replacements (collectively, "**Repairs**") of, the Residential Common Elements.

(b) Determination and imposition of Residential Common Charges required for the affairs of the Residential Section, preparation and adoption of the Residential Section's budget as hereinafter provided, determination and imposition of Special Assessments, and the collection of such Residential Common Charges and Special Assessments from the Residential Unit Owners.

(c) Methods of, and procedures with respect to, collection of Residential Common Charges and Special Assessments from the Residential Unit Owners (as defined in Section 6.1.1 hereof), and the implementation of such methods and procedures.

(d) Employment and dismissal of the personnel listed in the Residential Budget necessary for the maintenance and operation of the Residential Common Elements, structural elements of the Residential Section or portions of the Condominium which exclusively affect the Residential Section.

(e) Promulgation, adoption and amendment of Residential Rules and Regulations from time to time, covering the details of the operation and use of the Residential Section as a whole, the Residential Units, the Residential Common Elements and the Residential Limited Common Elements (subject to the right of the Residential Unit Owners to overrule the Residential Board as provided in these Residential By-Laws).

(f) In the name of the Residential Board or its designee, on behalf of all Residential Unit Owners: (i) acquiring any Residential Unit to the extent one or both is/are surrendered to the Residential Board (to the extent the waiver contained in the Condominium Documents with respect to the right to surrender is inapplicable or unenforceable); (ii) purchasing or otherwise acquiring any such Residential Units with respect to which liens for real estate taxes may be and are being sold in accordance with the Condominium Documents; and (iii) purchasing or otherwise acquiring Residential Units at foreclosure or other similar sales.

(g) Selling, leasing, licensing, mortgaging and otherwise dealing with Residential Units acquired by the Residential Board or its designee on behalf of all Residential Unit Owners (but not voting any Common Interest appurtenant thereto).

(h) Making Alterations to, and Repairs of, the Residential Common Elements or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings.

(i) Enforcing obligations hereunder and under the Declaration, the Master By-Laws and the Residential Rules and Regulations of the Residential Unit Owners (including levying fines against Residential Unit Owners for violations of such Residential Rules and Regulations, which fines shall constitute Residential Common Charges payable by the Residential Unit Owner against which they are levied), including, without limitation, commencing, prosecuting and settling litigation in connection therewith.

(j) Maintaining bank accounts on behalf of the Residential Section and designating the signatories required therefor.

(k) Adjusting and settling insurance claims (and executing and delivering releases in connection therewith) if the loss is to be adjusted and settled by the Residential Board in accordance with Article 11 hereof.

(l) Subject to the provisions of Section 2.2.9 below, borrowing money on behalf of the Residential Section.

(m) Organizing (and owning shares of or membership interests in, as the case may be) corporations, limited liability companies and/or other entities to act as designees of the Residential Board with respect to such matters as the Residential Board may determine, including, without limitation, in connection with the acquisition of title to, or the leasing of, Residential Units acquired by the Residential Board on behalf of all Residential Unit Owners.

(n) Subject to the provisions of Section 2.2.8 below, execution, acknowledgment and delivery of, without limitation: (i) any consent, agreement, document, covenant, restriction, easement, declaration or other instrument, or any amendment thereto, affecting the Residential Common Elements which the Residential Board deems necessary or appropriate to comply with any Laws applicable to the maintenance, demolition, construction, Alteration, Repair or restoration of the Property or the Condominium; or (ii) any consent, agreement, document, covenant, restriction, easement, declaration or other instrument, or any amendment thereto, affecting: (x) the Property or the Condominium which the Residential Board deems necessary or appropriate; or (y) a Residential Unit, if the owner of such Residential Unit Owner requests, or under the Condominium Documents is required to request, that the Residential Board take such action, and/or (except as otherwise provided in the Condominium Documents) the Residential Board determines that taking such action is appropriate.

(o) Execution, acknowledgment and delivery of any documents or other instruments necessary to commence, pursue, compromise or settle certiorari proceedings to obtain reduced real estate tax assessments, or in connection with any real estate tax exemption or abatement, with respect to a Residential Unit for the benefit and on behalf of the owner thereof; but only to the extent requested and authorized to do so, in writing, by the owner thereof and provided such Residential Unit Owner indemnifies the Residential Board and all other Residential Unit Owners from and against all claims, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) (collectively, "**Costs**") resulting from or incurred in connection with such proceedings.

(p) Preparation, execution and recording, on behalf of all Residential Unit Owners, as their attorney-in-fact, coupled with an interest, of a restatement of the Declaration and/or these Residential By-Laws whenever, in the Master Board's or the Residential Board's estimation, it is advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the Declaration and/or these Residential By-Laws.

(q) Commencing, prosecuting and settling litigation and arbitration proceedings against third parties, and defending and settling litigation and arbitration proceedings against the Residential Section and/or the Residential Board.

(r) Obtaining and reviewing insurance in respect of the Property in accordance with the requirements of Article 11 hereof, and changing any of the insurance requirements set forth therein.

(s) Accumulating funds for use as a reserve fund for capital replacements or other purposes.

(t) Determining the monthly charges attributable to the maintenance and operation of the Storage Bins, which shall be allocated to the Residential Unit Owners who have entered into a license agreement to use a designated Storage Bin. The charges contemplated by this paragraph shall be charged as Residential Common Charges to such Residential Unit Owners on the basis of the relative size of their individual Storage Bin compared to the aggregate size of all Storage Bins.

2.2.3 Control Period. Notwithstanding anything to the contrary contained in the Condominium Documents, during the Control Period (which period shall end on the date that Declarant no longer owns a Unit in the Condominium) the Residential Board may not, without Declarant's (or its designee's) prior written consent (a) make any addition, alteration or improvement to the Residential Common Elements, Residential Limited Common Elements or Residential Units (unless required by law or necessary for the health and safety, but not the general comfort and welfare) of the Residential Unit Owners (nothing contained herein shall restrict the right and obligation of the Residential Board to maintain and repair the Residential Common Elements); (b) assess any Residential Common Charges for the creation of, addition to or replacement of, all or part of any reserve, contingency or surplus funds in excess of the balance thereof at the time of the First Residential Unit Closing, other than a twelve (12) month reserve for contingencies not exceeding five (5%) percent of the budgeted operating expenses for the ensuing twelve (12) months of operation of the Residential Section, (c) change the number or type of employees or hire any employee in addition to the employees provided for in Schedule B entitled "Projected Budget for the First Year of Condominium Operation" set forth in the Offering Plan; (d) enter into any service or maintenance contract for work not covered in said Schedule, or otherwise provide services in excess of those referred to in the Plan, except as is required to reflect normal annual increases in operating services, but not in excess of $10,000 per year; (e) borrow money on behalf of the Residential Board; (f) eliminate or reduce the insurance coverage or any services contemplated by such Schedule; (g) exercise a right of first refusal to lease or purchase a Residential Unit; or (h) undertake any capital or major improvement or addition not mandated by

the Plan unless required by Law or which is necessary to avoid jeopardy to the continued existence of the Property, or which constitutes a danger to health or safety, or to avoid risk of severe deterioration, destruction or breakdown of a component part, fixture or element of the Building.

Notwithstanding anything contained in the Paragraph above, Declarant (and its designee) may not exercise veto power over expenses described in Schedule B, or over expenses required:

(i) to comply with applicable laws or regulations; or

(ii) to remedy any notice of violation; or

(iii) to remedy any work order by an insurer which is the responsibility of the Residential Board to remedy.

No amendment, modification, addition or deletion to the Declaration, these Residential By-laws or the Residential Rules and Regulations shall be effective or binding upon Declarant (or its designee) in any way without the written consent of the Declarant (or its designee) if such amendment, modification, addition or deletion might affect the rights of Declarant (or its designee), including without limitations, a modification of the permitted uses of the Building or any portion thereof or a change to the rights, privileges, easements, licenses or exemptions granted to Declarant (or its designee) or otherwise adversely affecting Declarant (or its designee).

2.2.4 Borrowing by the Residential Board.

(a) Subject to Section 2.2.3 of these Residential By-Laws, the Residential Board shall have the power to borrow money on behalf of the Residential Section when required in connection with the operation, care, upkeep and maintenance of, or the making of Repairs or Alterations of, the Residential Common Elements or otherwise in connection with any permitted action or activity of the Residential Board, provided, however, that: (i) a 66 2/3% vote of the Residential Unit Owners shall be required for any borrowings for such purposes if such borrowings are in excess of $500,000 (subject to increase by the CPI Increase Factor) in total in any one fiscal year or $1,500,000 (subject to increase by the CPI Increase Factor) in the aggregate (including borrowings from prior periods) at any one time; and (ii) no lien to secure repayment of any sum borrowed may be created on any Residential Unit or its appurtenant Residential Common Interest without the prior written consent of the owner of such Residential Unit, or on the Residential Common Elements without the consent of all Residential Unit Owners. The powers and rights of the Residential Board to borrow money pursuant to the provisions of these Residential By-Laws is not limited or impaired by the foregoing.

(b) All such borrowing by the Residential Board shall be by and in the name of the Residential Board, and shall expressly provide that no individual Residential Unit Owner (or shareholder, member, director or officer thereof) or Residential Board Member shall be liable (primarily or otherwise) therefor in any respect (including, without limitation, for any fees, expenses, or other liabilities or obligations accruing or to be performed thereunder) unless specifically agreed to in writing by such Residential Unit Owner or Residential Board Member.

2.2.6 Insurance Requirements. The Residential Board shall make all determinations and take all actions necessary to cause the insurance requirements set forth in Article 11 hereof with respect to the Residential Section and Residential Board to be complied with.

2.3 Managing Agent or Manager. Any action required or permitted to be taken by the Residential Board pursuant to the provisions of the Declaration or these Residential By-Laws shall be done or performed by the Residential Board or on behalf of the Residential Board and at its direction by the agents, officers, employees or designees of the Residential Board, and the Residential Board may employ one or more Managing Agents and/or managers, at a compensation established by the Residential Board, to perform such duties and services as the Residential Board shall authorize in accordance with the Declaration and Residential By-Laws. Any managing agent designated and/or employed by the Residential Board may be an affiliate of Declarant (or its designee).

2.4 First Board. The first Residential Board shall initially consist of three (3) persons, all of whom shall be designated by Declarant. The foregoing members shall be deemed to have been "elected" as members of the Residential Board for the purposes of these Residential By-Laws. Within one (1) year after the date of the First Residential Closing, the Board will call for the first annual meeting of Residential Unit Owners for the purpose of electing new Residential Board Members in accordance with the provisions of these Residential By-Laws, and subject to the rights of Declarant to designate certain Residential Board Members as more particularly described in these Residential By-Laws. The terms of each such Residential Board Member shall expire annually.

2.5 Resignation and Removal.

2.5.1 Any Residential Board Member may resign at any time by notice given to the President or Secretary of the Residential Board. Any such resignation shall take effect at the time specified in such notice and, unless specifically requested, acceptance of such resignation shall not be necessary for the effectiveness thereof.

2.5.2 Subject to the provisions of these Residential By-Laws, at any regular or special meeting of Residential Unit Owners, any one or more Residential Board Members may be removed with or without cause by a majority of all Residential Unit Owners (in both number and Residential Common Interest), and a successor may then and there, or thereafter, be elected to fill the vacancy thus created. Notwithstanding the foregoing, Residential Board Members designated by the Declarant (or its designee) may only be removed by such designating party, and only such designating party shall have the right to designate a replacement for any such Residential Board Member. Nothing herein shall be construed to permit the Declarant (or its designee) to designate a replacement Residential Board Member after the period during which it is entitled to do so. Any Residential Board Member whose removal has been proposed by the Residential Unit Owners shall be given an opportunity to be heard at any meeting called in connection with such removal.

2.6 Vacancies. Any vacancy in the Residential Board caused by any reason other than the removal of a Residential Board Member by a vote of the Residential Unit Owners shall be filled by vote of a majority of the remaining Residential Board Members at a special meeting of the

Residential Board held for that purpose (which meeting shall be held promptly after any such vacancy occurs), even though the remaining Residential Board Members at such meeting may constitute less than a quorum, and each person so elected shall be a Residential Board Member for the remainder of the term of the member creating such vacancy, and until a successor shall be elected at the next annual meeting of the Residential Unit Owners. Notwithstanding the foregoing, vacancies of Residential Board Members designated by Declarant (or its designee) shall only be filled by the Declarant (or its designee), as the case may be.

2.7 Organizational Meeting. Within no more than ten (10) days following each annual meeting of Residential Unit Owners, the organizational meeting of the Residential Board shall be held at such time and place in the Borough of Queens as shall be fixed by a majority of the Residential Board Members, and no notice shall be necessary to the newly elected Residential Board Members in order to legally constitute such meeting, provided that a majority of Residential Board Members are in attendance at such organizational meeting.

2.8 Regular Meetings. Regular meetings of the Residential Board may be held at such time and place in the Borough of Queens as shall be determined from time to time by a majority of the Residential Board Members, provided that at least four (4) such meetings shall be held during each fiscal year. Notice of regular meetings shall be given to each Residential Board Member at least five (5) Business Days prior to the day named for such meeting by personal delivery, e-mail, mail or overnight carrier.

2.9 Special Meetings. Special meetings of the Residential Board may be called by the President or Vice President thereof by giving five (5) Business Days prior notice to each Residential Board Member by personal delivery, e-mail, mail or overnight carrier, which notice shall state the time, place (in the Borough of Queens) and purpose of such meeting. Special meetings of the Residential Board shall be called by the President or Vice President thereof in like manner and on like notice on the written request of at least two (2) Residential Board Members.

2.10 Waiver of Notice. Any Residential Board Member may, at any time, waive notice of any Residential Board meeting in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Residential Board Member at any meeting thereof shall also constitute a waiver of notice. If all Residential Board Members are present at any meeting of the Residential Board, no notice shall be required and any business may be transacted at such meeting.

2.11 Determinations by the Residential Board; Quorum.

2.11.1 Except as otherwise set forth elsewhere in these Residential By-Laws, all determinations of the Residential Board shall be made at a meeting thereof at which a quorum is present. At any such Residential Board meeting, a majority of the Residential Board Members shall constitute a quorum and the votes of a majority of such members present shall constitute the action of the Residential Board.

2.11.2 If there is less than a quorum at any Residential Board meeting, 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.

2.11.3 Residential Board Members 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 in these Residential By-Laws, an action permitted or required to be taken at a Residential Board meeting may be taken without a meeting if all Residential Board Members consent to such action in writing.

2.12 Compensation. No Residential Board Member shall receive any compensation for acting as such.

2.13 Limitation of Liability of Residential Board Members and Residential Unit Owners; Indemnification.

2.13.1 To the extent permitted by law, no manager of the Residential Board shall have any personal liability with respect to any contract, act or omission of the Residential Board or of any managing agent or superintendent in connection with the affairs or operation of the Residential Section (except in their capacities as Residential Unit Owners) and the liability of any Residential Unit Owner with respect thereto shall be limited as hereinafter set forth. Each contract made by the Residential Board or by any managing agent or superintendent thereof shall state that it is made by such Residential Board, managing agent or superintendent only as agent for all Residential Unit Owners, that such Residential Board or managing agent or superintendent shall have no personal liability thereon (except in their capacities as Residential Unit Owners) and shall state the applicable limitations of liability of Residential Unit Owners provided for in the next sentence. The liability of any Residential Unit Owner with respect to any contract, act or omission with respect to the Residential Section shall be limited to such proportionate share of the total liability as the interest of such Residential Unit Owner bears to the aggregate Residential Common Interests of all Residential Unit Owners and, unless expressly stated to the contrary in such contract (as determined by the Residential Board in its sole and absolute discretion), to the extent permitted by applicable law, shall be limited to such Residential Unit Owner's interest in his Residential Unit and his appurtenant interest in the Residential Common Elements so that such Residential Unit Owner shall have no personal liability for such contract, act or omission. Nothing in the preceding sentence shall limit a Residential Unit Owner's liability for the payment of Residential Common Charges and Special Assessments. Residential Board Members shall have no liability to Residential Unit Owners for errors of judgment, negligence or otherwise, except that a Residential Board Member shall be liable for his or her own bad faith or willful misconduct. All Residential Unit Owners, as the case may be, shall severally, to the extent of their respective interests in their Residential Units and their appurtenant interest in the Residential Common Elements, indemnify and hold harmless each Residential Board Member against any liability or claim, including reasonable legal fees, except those arising out of his or her own bad faith or willful misconduct. The Residential Board may contract or effect any other transaction with any Residential Board member, any Residential Unit Owner, Declarant or any affiliate of any of them without, except in cases of bad faith or willful misconduct, incurring any liability for self-dealing.

2.13.2 To the extent that a Residential Board Member or an officer of the Residential Board has been successful on the merits, or otherwise in the defense of any action, suit or proceeding, or in defense of any claim, issue or matter therein, or has settled such action, suit or proceeding with the consent of the Residential Board Members, or if all Residential Board Members are co-defendants with the consent of a majority in Residential Common Interest of all Residential Unit Owners, he or she shall be indemnified against any losses, liabilities or expenses (including legal fees) actually and reasonably incurred by him in connection therewith, consistent with the limitation expressed in 2.13.1.

2.13.3 Expenses incurred in defending a civil action, suit or proceeding may be paid by the Residential Board in advance of the final disposition of such action, suit or proceeding as authorized by the Residential Board in the specific case upon receipt of an undertaking, by or on behalf of the person or entity seeking such indemnification or payment in advance, to prepay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Residential Board as authorized in this Section 2.13.

2.14 Fidelity Insurance. The Residential Board shall obtain fidelity insurance in an amount deemed appropriate by it for all of its employees and the managing agent or manager, if any, employed by it, and the premiums on such insurance shall constitute Residential Common Expenses.

2.15 Committees. The Residential Board may, subject to such limitations and exceptions as the Residential Board may prescribe, appoint an Executive Committee and such other committees as the Residential Board may deem appropriate, each to consist of three (3) or more managers of the Residential Board.

2.16 Incorporation of Residential Board. The Residential Board may be incorporated as permitted by the laws of the State of New York. In the event that the Residential Board so incorporate, they shall have, to the extent permitted by applicable law, the status conferred upon them under such laws in addition to the status conferred upon them under, or pursuant to, the provisions of the New York 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 Residential By-Laws and the provisions of the Declaration and these Residential By-Laws shall control in the event of any inconsistency or conflict between the provisions thereof and the provisions of such certificate of incorporation.

2.17 Residential Board as Agent of Residential Unit Owners. In exercising its powers and performing its duties under the Declaration, the Master By-Laws and these Residential By-Laws, the Residential Board may act as the agent of the Residential Unit Owners, subject to, and in accordance with, the provisions of the Declaration, the Master By-Laws and these Residential By-Laws.

2.18 Affiliate/Prohibited Transactions. Each Residential Board Member shall perform his or her duties, and shall exercise his or her powers, in good faith and with a view to the interests of the Residential Section. To the extent permitted by Law, no contract or other transaction between the Residential Board and either: (i) any of its members; or (ii) any corporation, partnership, fiduciary,

firm, limited liability company, association or other entity in which any Residential Board Members are officers, directors, shareholders, employees, partners, fiduciaries, beneficiaries, members or principals, or are otherwise interested, pecuniarily or otherwise, shall be deemed either void or voidable because either: (a) any such Residential Board Member was present at the meeting or meetings of the Residential Board during which such contract or transaction was discussed, authorized, approved or ratified, or (b) the vote of any such Residential Board Member was counted for such purpose; provided, however, that either: (1) the fact thereof is disclosed to, or known by, the Residential Board or a majority of the members thereof and noted in the minutes thereof, and the Residential Board shall authorize, approve or ratify such contract or transaction in good faith by a vote of a majority of the entire Residential Board, less the number of such members involved in such contract or transaction; or (2) the fact thereof is disclosed to, or known by, a majority of Residential Unit Owners and a majority of Residential Unit Owners (in number only), present at a duly constituted meeting, shall in good faith authorize, approve or ratify such contract or transaction less the number of such Residential Unit Owners who are also such members involved in such contract or transaction; and (3) the contract or transaction is commercially reasonable to the Residential Board at the time the same is authorized, approved, ratified, executed or otherwise consummated. Any such members of the Residential Board may be counted in determining the presence of a quorum of any meeting of the Residential Board or of the Residential Unit Owners which authorizes, approves or ratifies any such contract or transaction, but no such member shall be entitled to vote thereat in order to authorize, approve or ratify such contract or transaction. Notwithstanding the foregoing, the Residential Board shall be authorized to employ an affiliate of Declarant as Managing Agent for the Residential Section.

ARTICLE 3
RESIDENTIAL UNIT OWNERS

3.1 Annual Meetings. Within approximately twelve (12) months after title to the first Residential Unit has been conveyed (other than to Declarant's designee or a successor and assign of Declarant or its designee), the first annual meeting of Residential Unit Owners shall be held. At such meeting the incumbent Residential Board shall resign and a new Residential Board shall be elected by the Residential Unit Owners as provided elsewhere herein. In no event shall Declarant be obligated to transfer control of the Board to the Unit Owners prior to the date upon which Declarant no longer owns a Unit in the Condominium. Thereafter, annual meetings shall be held in each succeeding year as determined by the Residential Board. At such meetings, the Residential Unit Owners shall elect members to fill vacancies in the Residential Board or to succeed retiring members of the Residential Board as provided in Article 3 of these Residential By-Laws and shall also transact such other business of the Residential Section as may properly come before the meeting. Notwithstanding the provisions of Article 3.9 or any other provision of these Residential By-Laws to the contrary, at the annual meetings, Declarant or its designee may, in lieu of voting, designate three (3) persons to the Residential Board if Declarant and/or its designee owns any Residential Units.

3.2 Place of Meetings. Meetings of Residential Unit Owners shall be held at the principal office of the Residential Section or at such other suitable and convenient place in the Borough of Queens, as may be designated by the Residential Board.

3.3 Special Meetings. The President of the Residential Board shall call a special meeting of Residential Unit Owners if so directed by resolution of the Residential Board or upon a petition signed and presented to the Secretary of the Residential Board by not less than twenty five (25%) percent in Residential Common Interests of Residential Unit Owners or at the request of the Declarant.

3.4 Notice of Meetings. Notice of each annual meeting shall be given by the Secretary of the Residential Board to all Residential 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 or mail, not less than ten (10) nor more than forty (40) days before the day named for the meeting and shall be given or sent to the Residential Unit Owners entitled to receive same at their address at the Property or at such other address as any Residential Unit Owner has designated by notice in writing to the Secretary at least ten (10) days prior to the giving of notice of the applicable meeting.

3.5 Adjournment of Meetings. If any meeting of Residential Unit Owners cannot be held because a quorum is not present, a majority of Residential 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. No additional notice of the adjourned meeting shall be required to be given.

3.6 Order of Business. The order of business at all meetings of Residential Unit Owners shall be as follows:

(a) Roll call.

(b) Proof of notice of meeting.

(c) Reading of minutes of preceding meeting.

(d) Reports of officers.

(e) Reports of managers of the Residential Board.

(f) Reports of committees.

(g) Election of inspectors of election (when so required.)

(h) Election of managers of the Residential Board (when so required.)

(i) Unfinished business.

(j) New business.

3.7 Title to Units. Title to Residential Units may be taken by an individual, corporation, partnership, association, trust or other entity, or any two (2) or more of such owners as joint tenants, tenants in common or tenants by the entirety, as may be appropriate.

3.8 Voting.

3.8.1 Each Residential Unit Owner or a person designated by such Residential Unit Owner to act by proxy on his behalf and who need not be a Residential Unit Owner, shall be entitled to cast the votes appurtenant to such Residential Unit, at all meetings of Residential Unit Owners. The designation of any such proxy shall be made in writing to the Secretary of the Residential Board and shall be revocable at any time by written notice to such Secretary by the Residential Unit Owner so designated. A fiduciary shall be the voting member with respect to any Residential Unit owned in a fiduciary capacity. Neither the Residential Board nor its designee shall be entitled to vote any interest appurtenant to any Residential Unit owned by the Board or its designee, and the Residential Common Interest of such Residential Unit shall be excluded from the total of Residential Common Interests when computing the total Residential Common Interest of all Residential Unit Owners for voting purposes.

3.8.2 Except as set forth in Section 3.8.3, at all meetings of Residential Unit Owners each Residential Unit Owner (or his proxy) entitled to vote thereat (including Declarant with respect to Residential Units owned by Declarant) shall be entitled to cast one (1) vote for each .001% (rounded off to the nearest .001%) of Residential Common Interest attributable to his Residential Unit.

3.8.3 When voting for the election of Residential Board Members, each Residential Unit Owner shall be entitled to cast one (1) vote for each .001% of Residential Common Interest attributable to his Residential Unit multiplied by the number of Residential Board Members to be elected. For the purposes of calculating the total number of votes of Residential Unit Owners pursuant to this Section 3.8.3, the number of Residential Board Members to be elected shall not include any Residential Board Members that Declarant (or its designee) is entitled to designate.

3.8.4 Notwithstanding any provision of these Residential By-Laws or the Condominium Documents to the contrary, a Residential Unit Owner (or his or her or its proxy) shall be entitled and authorized to vote at any meeting of Residential Unit Owners or any other annual, regular or special meeting of any or all Unit Owners if, and only if, such Residential Unit Owner shall be a Residential Unit Owner in Good Standing at the time of such annual, regular or special meeting. Any Residential Unit Owner who is unable to vote in accordance with the preceding sentence shall nevertheless have the Residential Common Interest attributable to its Residential Unit or Units counted solely for the purpose of establishing a quorum.

3.9 Election of Residential Board.

3.9.1 Subject to the provisions of Section 3.1, all elections of Residential Board Members shall be determined by plurality vote.

3.9.2 Form of Ballot. When voting for managers of the Residential Board, the voting shall be by ballot and shall state the name of the Residential Unit Owner voting, the number of such Residential Unit Owner's Unit and the percentage of Residential Common Interests owned by such Residential Unit Owner, and, in addition, the name of the proxy if such ballot is cast by a proxy. Nothing contained in these Residential By-Laws shall be deemed to permit cumulative voting.

3.10 Majority of Residential Unit Owners. Except as may otherwise be provided by law, as used in these Residential By-Laws, the term "Majority of Residential Unit Owners" means those Residential Unit Owners having more than one-half of the total authorized votes of all Residential Unit Owners 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 Residential By-Laws, the presence in person or by proxy of Residential Unit Owners owning more than one-half (1/2) of the Residential Common Interests of all Residential Units shall constitute a quorum at all meetings of Residential Unit Owners.

3.12 Majority Vote. Except where otherwise provided by law, the Declaration, or these Residential By-Laws, at all 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.

3.13 Voting by Declarant.

3.13.1 Declarant shall have the right to vote all of the Residential Common Interest attributable to the Unsold Residential Units, except that, when voting for members of the Residential Board, Declarant will, in no event, cast its votes in favor of more than three (3) Declarant designees to be elected to the five (5) member Residential Board. Further, at all elections held after the expiration of the Control Period, not more than three (3) of the members of the Residential Board may be designees of the Declarant or the then owner of the Unsold Residential Units. Accordingly, from and after the expansion of the Board to five (5) members at least two (2) of the Residential Board Members shall be unrelated to the Declarant. A meeting will be held to elect the requisite number of new Residential Board Members unrelated to the Declarant within thirty (30) days of the expiration of the Control Period.

3.14 Declarant's Veto Power. Except as otherwise provided in Section 2.2.3 of these Residential By-Laws, Declarant may not exercise veto power over expenses provided for in Schedule B entitled "Projected Budget for the First Year of Condominium Operation" set forth in the Offering Plan for Flushing Commons, or over expenses required to (i) comply with applicable laws or regulations, (ii) remedy any notice of violation, (iii) remedy any work order by an insurer, or (iv) to repair or replace any condition immediately necessary for the preservation and safety of the Building or the safety of its occupants.

ARTICLE 4

OFFICERS

4.1 Designation. (a) The principal officers of the Residential Board shall be a President, a Vice President, a Secretary and a Treasurer thereof, all of whom shall be elected by the Residential Board. The Residential Board may elect one or more Assistant Vice Presidents, Assistant Treasurers and Assistant Secretaries and such other officers as in its judgment may be desirable. Nothing herein shall preclude any officer of any other Board from also being an officer of the Residential Board or any officer of the Residential Board from also being an officer of any other Board, if otherwise qualified under the terms of the applicable By-Laws, as the case may be.

(b) An officer of the Residential Board must be a member of the Residential Board.

4.2 Election of Officers. The officers of the Residential Board shall each be elected annually by a majority vote of the Residential Board Members (including at the first meeting thereof) and at any other meeting as may be required to fill a vacancy, and shall serve at the pleasure of the Residential Board.

4.3 Resignation and Removal of Officers. Any officer may resign at any time by notice given to the Residential Board; such resignation shall take effect at the time specified in such notice and, unless specifically requested by the resigning officer, acceptance of such resignation shall not be necessary to make such resignation effective. Upon a majority vote at a regular meeting of the Residential Board, or at a special meeting of the Residential Board called for such purpose, at which a quorum is present, any officer may be removed, either with or without cause, and his or her successor shall be elected.

4.4 President. The President of the Residential Board shall be the chief executive officer of the Residential Section and shall preside at all Residential Unit Owners Meetings and at all meetings of the Residential Board. The President 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 the Residential Board Members and/or Residential Unit Owners, from time to time as such President, in his or her discretion, may decide are appropriate to assist in the conduct of the affairs of the Residential Section.

4.5 Vice President. The Vice President of the Residential Board shall take the place of the President under whom he or she serves and shall perform the duties of the President whenever the President shall be absent or unable to act. If both the President and the Vice President are unable to act, the Residential Board shall appoint some other Residential Board Member to act in the place of such President and Vice President on an interim basis. The Vice President shall also perform such other duties as, from time to time, shall be imposed by the Residential Board or by the President.

4.6 Secretary. The Secretary of the Residential Board shall keep the minutes of all Residential Unit Owners Meetings, if any, and of all Residential Board meetings. The Secretary shall have charge of such books and papers as the Residential Board shall direct and, in general, shall perform

all of 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 Treasurer. The Treasurer shall have the care and custody of the funds and securities of the Residential Section, and shall be responsible for keeping full and accurate financial records and books of account thereof showing all receipts and disbursements necessary for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all funds and other securities in the name of the Residential Board (or in the name of the Managing Agent or manager appointed by the Residential Board) in such depositories as may from time to time be designated by the Residential Board and shall, in general but subject to the proviso clause of the first sentence of Section 4.8 below, 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. All agreements, contracts, deeds, leases, checks and other instruments of the Residential Section shall be executed by the President or Vice President, acting alone, or by any two other officers thereof or by such other person or persons as may be designated by the Residential Board. In addition to the foregoing, the Residential Board may authorize the Managing Agent serving on its behalf to execute checks, provided that the expenditures, and the Managing Agent's paying for same, have been approved in advance by resolution of the Residential Board or have been authorized by two officers of the Residential Board.

4.9 Compensation of Officers. Except as otherwise determined by a unanimous vote of the Master Board, no officer of the Residential Board shall receive any compensation for acting as such.

4.10 Liability of Officers. Each officer shall be indemnified as set forth in Section 2.13 of these Residential By-Laws.

ARTICLE 5
NOTICES

5.1 Notices. Except as otherwise expressly provided in the Declaration, the Master By-Laws or these Residential By-Laws, all requests, notices, reports, demands, approvals and other communications required or desired to be given pursuant to the Declaration, the Master By-Laws or these Residential By-Laws shall be in writing and shall be delivered: (a) if to any of the Boards or the Parking Unit Owner, in person or sent to the principal office of the applicable Board or the Parking Unit Owner, as the case may be (or to such other address as: (i) the applicable Board may designate from time to time, by notice in writing to the other Boards and the Parking Unit Owner; and (ii) the Parking Unit Owner may designate from time to time, by notice in writing to each Board); and a duplicate shall be sent in like manner to the Managing Agent(s) of each of the Condominium, the Residential Section, of the Office Section, the Retail Section and the Parking Unit (to the extent each or any has a Managing Agent); (b) if to a Residential Unit Owner, in person or sent to the address of such Residential Unit Owner at the Building, or to such other address as may have been designated by such Residential Unit Owner from time to time in writing to the Residential Board; and (if such notice is from a Person other than the Residential Board) a

duplicate shall be sent in like manner to the Residential Board and Managing Agent of the Residential Section; (c) if to a Master Board Member, to the address of such Master Board Member as shall be specified in the written designation thereof by such individual's Designator (provided that, failing such specification, the address of such Designator shall be deemed to be the specified address for such Master Board Member), or to such other address as may have been designated by such Master Board Member from time to time in writing to the Secretary of the Master Board and to the other Master Board Members; and (d) if to the Registered Mortgagees or Residential Mortgagee Representatives, either delivered in person or sent to their respective addresses, as designated by them from time to time in writing to the Master Board or the Residential Board, as the case may be. All notices delivered in person (to the extent permitted herein) shall be deemed to have been given when delivered in person. Unless other means of giving certain notices are specifically required or permitted pursuant to the Condominium Documents, all notices which are "sent" shall be sent either (x) by registered or certified mail, return receipt requested, and shall be deemed to have been given three (3) days after deposit in a depository maintained by the U.S. Postal Service in a postage prepaid sealed wrapper or (y) by nationally recognized overnight courier service and shall be deemed to have been given the first Business Day (for domestic delivery) and the third Business Day (for international delivery), after deposit with an overnight courier service, provided that notices of change of address shall in all events be deemed to have been given when received.

5.2 Waiver of Service of Notice; Consent to Other Notices. Whenever any notice is required to be given by applicable Laws or the Condominium Documents, a waiver thereof in writing, signed by the Residential Unit Owner entitled to such notice, whether before or after the time stated therein, shall be deemed effective as a waiver thereof and no such notice shall be required. Additionally, any Residential Unit Owner may consent (with respect to notices given to it) to additional means of service including, without limitation, transmission by facsimile or electronic means. Such consent, if given, shall in all events be in writing and given and treated as if the same were a change of address (as described in Section 5.1 above). With respect to notices given by facsimile, the transmission shall be to a telephone number designated for such purpose. Notices sent by facsimile shall be deemed to have been given upon receipt by the sender of a signal from the equipment of the Residential Unit Owner served confirming that the transmission was received. A Residential Unit Owner may change or rescind a facsimile telephone number by giving notice thereof to the Master Board and the Residential Board. With respect to notices given (by electronic transmission (e.g., e-mail), the transmission shall be in a manner authorized by the Residential Unit Owner consenting to such transmission. Notices sent by electronic transmission shall be deemed to have been given upon transmission by the sender. A Residential Unit Owner may change or rescind a manner of electronic transmission by giving notice thereof to the Master Board and the Residential Board. The foregoing provisions of this Section 5.2 are intended to facilitate additional means of notification and shall not be construed to permit any Residential Unit Owner to refuse receipt of any notices given in any of the manners specified in Section 5.1.

5.3 Notices by a Residential Unit Owner to the Residential Board. Notwithstanding anything contained in this Article 5, all notices required or desired to be given by a Residential Unit Owner to the Residential Board or to another Unit Owner outside of the Residential Section shall be given in the manner prescribed in the Residential By-Laws, together with any additional or duplicate notices required thereunder to be given to any Board and/or any other Unit Owner.

5.4 Record of Addresses.

5.4.1 The Residential Board shall keep and maintain correct, current and complete records containing the names and addresses of all Residential Board Members (and their proxies, if any), each Residential Unit Owner and each Residential Mortgagee Representatives. The foregoing records shall be in written form or in any other form capable of being converted into written form within a reasonable time. A Master Board Member, a Residential Board Member, a Residential Unit Owner or any Residential Mortgagee Representative shall have the right to examine in person or by agent or attorney, during usual business hours on Business Days, such records and, at such requesting party's expense, to make extracts or copies therefrom (including electronic copies to the extent such records are in electronic form) for any purpose reasonably related to such requesting party's interest in the Residential Section.

5.4.2 The Residential Board shall keep and maintain correct, current and complete records containing the names and addresses of all of its members, all of the Residential Unit Owners and Residential Mortgagee Representatives. The foregoing records shall be in written form or in any other form capable of being converted into written form within one (1) Business Day. The Master Board shall have the right to examine in person or by agent or attorney, during usual business hours on Business Days, such records and, at the Master Board's expense, to make extracts or copies therefrom (including electronic copies to the extent such records are in electronic form) for any purpose reasonably related to the exercise and fulfillment of the Master Board's rights and obligations, respectively.

ARTICLE 6
RESIDENTIAL COMMON EXPENSES AND CHARGES; BUDGETS; MAINTENANCE OBLIGATIONS AND COSTS; UTILITIES

6.1 Determination of Residential Common Expenses; Fixing of Residential Common Charges.

6.1.1 (a) The Residential Board shall determine and allocate all costs and expenses incurred by the Residential Board, whether imposed by the Master Board as a General Common Charges attributable to the Residential Section (as a whole) or in connection with the operation, care, upkeep and maintenance of, and the making of Alterations to, and Repairs of, the Residential Common Elements (all such General Common Charges, costs and expenses, together with all other items which are provided for in these Residential By-Laws and the Declaration to be Residential Common Expenses, the "**Residential Common Expenses**"). From time to time, but at least once per year, the Residential Board will prepare a budget (the "**Residential Budget**") for setting forth its projection of Residential Common Expenses and will allocate such Residential Common Expenses among the Residential Unit Owners (each, a "**Residential Common Charge Obligor**") and assess charges ("**Residential Common Charges**") accordingly to meet the Residential Common Expenses. Residential Common Charges shall also be deemed to include any Special Assessment imposed by the Residential Board. Except as otherwise expressly set forth in the Declaration, the Master By-Laws or these Residential By-Laws, the allocation of Residential Common Expenses among the Residential Common Charge Obligors shall be made as shown in Exhibit 2 annexed hereto and made a part hereof (the "**Residential Expense Allocation**

Schedule"). The Residential Board shall advise the Residential Common Charge Obligors promptly in writing of the amount of Residential Common Charges payable by each of them and shall furnish to such parties copies of the Residential Budget on which such Residential Common Charges are based.

(b) In addition, until the Residential Units are separately assessed for real estate tax purposes, the Residential Board will pay or cause to be paid all taxes with respect to the Residential Section and allocate the cost thereof among all Residential Units in proportion to each Residential Unit's percentage of Residential Common Interest as show on Schedule A of the Offering Plan, and each Residential Unit Owner will pay to the Residential Board its proportionate share thereof as if it were a Residential Common Charge.

(c) The allocations methodology for the Residential Common Charges set forth on the Residential Expense Allocation Schedule shall not change, except pursuant to Article 11 hereof.

(d) Pending the resolution in Arbitration of any dispute with respect to the allocation of Residential Common Expenses, the allocation to the affected Residential Common Charge Obligors of the disputed components of the Residential Common Expenses shall remain as determined by the Residential Board, provided that upon such resolution, any resulting change in the allocation of such Residential Common Expenses shall be effective retroactive to the effective date of the allocation or re-allocation that gave rise to the dispute.

6.1.2 The Residential Board may, at its sole discretion, from time to time increase or decrease the amount of Residential Common Charges allocated to and payable by the Residential Common Charge Obligors, and may modify its prior determination of the Residential Common Expenses for any fiscal year so as to increase or decrease the amount of Residential Common Charges payable for such fiscal year or portion thereof; however, no such revised determination of Residential Common Expenses shall have a retroactive effect on the amount of Residential Common Charges payable for any period prior to the date of such new determination. However, a prior period's deficit may be included in Residential Common Charges for a subsequent period or paid from a Special Assessment levied against all Residential Common Charge Obligors.

6.1.3 Copies of the estimated annual Residential Budget for each fiscal year shall be furnished by the Residential Board to each Residential Unit Owner not later than thirty (30) days prior to its adoption by the Residential Board, and in no event later than thirty (30) days prior to the beginning of each fiscal year. The failure or delay of the Residential Board to prepare or adopt a Residential Budget or to determine the Residential Common Expenses for any fiscal year or portion thereof shall not be deemed a waiver or modification in any respect of the covenants and provisions hereof or a release of any Residential Common Charge Obligor from the obligation to pay Residential Common Charges. In such event, the Residential Common Charges that were computed on the basis of the Residential Common Expenses last determined for any fiscal year or portion thereof shall continue thereafter to be the Residential Common Charges payable until a new determination of the Residential Common Expenses shall be made.

6.1.4 In addition to the foregoing duty to determine the amount of and assess Residential Common Charges, the Residential Board shall have the right to levy special assessments ("**Special Assessments**") to meet the Residential Common Expenses. All Special Assessments shall be levied against all Residential Common Obligors equitably in proportion to: (a) their respective Residential Common Interests, or (b) the anticipated benefit(s) to the affected Residential Unit Owners, as determined by the Residential Board. The Residential Board shall have all rights and remedies for the collection of Special Assessments as are provided herein for the collection of Residential Common Charges.

6.1.5 Except as otherwise set forth to the contrary herein or in the Declaration, 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 Residential Common Element remaining after the deduction of any non-capital expenses paid or incurred in connection therewith shall be collected by the Residential Board, as agent for and on behalf of the Residential Unit Owners, and shall constitute income of the Residential Unit Owners. Notwithstanding any provision contained in these Residential By-Laws, the Master 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 Residential Common Elements appurtenant to such space.

6.1.6 There shall be no right of a Residential Common Charge Obligor or a Residential Unit Owner to reduce its Residential Common Charges by opting out of any services or waiving any benefits provided by the Residential Board.

6.1.7 For the first fiscal year, the Residential Budget shall be approved by the First Residential Board. If such first fiscal year, or any succeeding fiscal year, shall be less than a full year, then the monthly Residential Common Charges for each Residential Unit Owner shall be proportionate to the number of months and days in such period covered by such budget. Commencing with the date of occupancy of his or her Residential Unit, each Residential Unit Owner shall pay his Residential Common Charges for the following month or fraction of a month, which shall be in proportion the number of months and days remaining of the period covered by the current Residential Budget, as computed by the Residential Board.

6.2 Payment of Residential Common Charges. All Residential Common Charge Obligors shall be obligated to pay Residential Common Charges assessed by the Residential Board pursuant to the provisions of Section 6.1 at such time or times (but not less than monthly) as the Residential Board determines. Unless otherwise determined by the Residential Board, Residential Common Charges shall be payable monthly, in advance, on the first day of each month.

6.3 Maintenance Obligations; Costs of Same.

6.3.1 General. Except as otherwise provided in the Declaration, the Master By-Laws or these Residential By-Laws (including, without limitation, Section 6.1.2 and Article 8 hereof), all operation, care, upkeep, maintenance, insurance, Repairs and Alterations, painting and decorating, whether structural or non-structural, ordinary or extraordinary, including, without limitation, with respect to the building systems and other plumbing, heating, ventilating, electrical (including

emergency power systems), air-conditioning and telecommunications systems, fixtures, Equipment and appliances (a) in or to any Residential Unit shall be made by the owner of such Residential Unit at such Residential Unit Owner's sole cost and expense; (b) in or to the Residential Common Elements shall be made by the Residential Board and the cost thereof shall be treated as a Residential Common Expense to all Residential Common Charge Obligors; (c) in or to the General Common Elements shall be made by the Master Board and the cost thereof shall be treated as a General Common Expense to all General Common Charge Obligors; or (d) in or to the Residential Limited Common Elements shall be made by the Residential Board and the cost and expenses thereof shall be charged to the Residential Unit Owner(s) for whose benefit the Repairs or Alterations were performed. Notwithstanding the foregoing, ordinary repairs, maintenance, painting and/or decorations or the repair of any traffic surface required to maintain a Residential Limited Common Element shall be made by and at the sole cost and expense of the Residential Unit Owner(s) entitled to the exclusive use of any such Residential Limited Common Element.

6.3.2 Exceptions. Notwithstanding the provisions of Section 6.3.1:

(a) Negligence; Fault. In the event and to the extent that any operation, care, upkeep, maintenance, Repair and Alteration, painting and decorating, whether structural or non-structural, ordinary or extraordinary (collectively, any "**Necessary Work**"), is required to be made or performed, or any increase in insurance premiums is required to be paid, the entire cost thereof (the "**Resulting Cost**") with respect to the Residential Common Elements as a result of the negligence, misuse, neglect or abuse of: (i) any Unit Owner, then the entire Resulting Cost shall be borne by such Unit Owner; or (ii) any Board, then the entire Resulting Cost shall be borne by such Board, and shall be charged to all of that Board's Unit Owners as a common expense. Notwithstanding the foregoing, to the extent that the Resulting Cost is covered by the proceeds of any insurance actually maintained, or would have been so covered had the insurance that was required to be maintained pursuant to the provisions of the Master By-Laws, these Residential By-Laws or the Office By-Laws actually been maintained. The Resulting Cost shall not be deemed covered by insurance proceeds pursuant to the preceding sentence to the extent of any applicable deductibles. The foregoing shall not give rise to any claim on the part of any Person for consequential, special, exemplary or punitive damages.

(b) Cleaning of Windows. The washing and cleaning of interior glass surfaces of the exterior windows in each Residential Unit shall be the responsibility of the respective Residential Unit Owners. The exterior glass surfaces of the exterior windows in each Residential Unit will be washed and cleaned by the Master Board or its designee. The Master Budget for First Year of Condominium Operation includes an expenditure for an annual window washing of all windows in the Condominium and the cost and expense thereof shall be a General Common Expense and shall be specially assessed between the Residential, Office and Retail Sections as described in the applicable Budgets.

(c) Replacement of Windows. Any replacement of exterior glass windows in the Building, all of which are General Common Elements, because of breakage or otherwise, shall be made by the Master Board. The cost of any window replaced by the Master Board shall be charged to the General Common Charge Obligors as a General Common Expense, on an allocated basis (as shown on the Expense Allocation Schedule), unless such breakage is caused by or

attributable to the negligence, misuse or abuse of a Board or a Unit Owner or its Occupants or Permittees, in which event such replacement of glass windows shall be made by the Master Board and the cost thereof shall be allocated as described in subsection 6.3.2(a) above.

(d) Certain General Common Elements. Subject to Section 6.3.2(a) and Article 8 hereof, any structural or extraordinary Repairs or Alterations of or to such category of Residential Common Elements shall be made by the Residential Board and charged to the Residential Common Charge Obligors as a Residential Common Expense and allocated as shown on the Residential Expense Allocation Schedule.

6.3.3 Manner of Performing Maintenance and Repairs. All maintenance and Repairs performed in or to the Residential Section shall be made in accordance with the applicable provisions of Article 8 hereof as if the references therein to Alterations were references to maintenance and Repairs.

6.3.4 Standard of Maintenance. Each Residential Unit (and all portions thereof), each Residential Common Element, Residential Limited Common Element and the General Common Elements shall be kept and maintained in a good and proper manner, consistent with standards of maintenance and appearance as are commensurate with other similar properties in the vicinity of the Building, by whichever Person is responsible for the maintenance and Repair thereof under the Condominium Documents; and each such Residential Unit Owner or Board shall promptly make or perform, or cause to be made or performed, all maintenance work, Repairs, Alterations, painting or decoration as are necessary in connection therewith and to ensure that such Residential Unit, Residential Common Element, Residential Limited Common Element and General Common Element meets or exceeds such standards.

6.3.5 Violation of Maintenance Obligations. If any Residential Unit Owner, after receipt of written notice from the Residential Board or the Master Board (if from the Master Board, a copy must also be sent to the Residential Board), fails or neglects in any way to perform any of his or her obligations with respect to the painting, decorating, maintenance, repair or replacement of his or her Residential Unit as provided in this Article 6, or of any Residential Common Element for which such Residential Unit Owner is responsible under the Declaration, the Master By-Laws or these Residential By-Laws, the Residential Board may perform or cause to be performed such painting, decorating, maintenance, repairs or replacements unless such Residential Unit Owner, within five (5) days after receiving notice of such default by the Residential Board or the Master Board, cures such default, or in the case of default not reasonably susceptible to cure within such period, commences and thereafter prosecutes to completion, with due diligence, the curing of such default. All sums expended and all costs and expenses incurred in connection with the making of any such painting, decorating, maintenance, repairs or replacement in such Residential Unit Owner's Residential Unit shall be immediately payable by such Residential Unit Owner to the Residential Board and shall, for all purposes hereunder, constitute Residential Common Charges payable by such Residential Unit Owner.

6.4 Utility Services. Utilities are provided and supplied to the Property and are distributed within the Building to each "Utility Service Area" and to the General Common Elements, and shall

be paid for, as hereinafter set forth. For purposes of this Section 6.4, a "**Utility Service Area**" means the Residential Section, the Office Section, the Retail Section and the Parking Unit.

6.4.1 Electricity.

(a) General. Electricity service for the Residential Section will be provided by Consolidated Edison Company of New York, Inc. ("**Con Ed**") or other utility company/ies or supplier(s) from time to time serving the Property. There will be one (1) meter for the Residential Section. Sub-metering will be provided to all Residential Unit Owners.

(b) Direct Metering. Notwithstanding the foregoing, in the event and to the extent that any Residential Common Charge Obligor shall at any time have or arrange to have all or some of its electricity service supplied directly and exclusively to and for all or any portion of its Residential Unit, by Con Ed or another utility or supplier, the cost of such electricity shall be paid by such Residential Common Charge Obligor directly to such supplier and neither the Residential Board nor any other Board or Unit Owner shall be obligated to pay any part of any cost required for such direct electric service.

6.4.2 Gas. Gas for the Residential Section will be supplied by Con Ed or other utility company/ies or supplier(s) from time to time. Natural gas service is to be regulated for distribution in the Building at the gas meter room. The gas service is to be provided with master meters belonging to the utility provider, and the gas service will be metered collectively. The Building will be provided with natural gas service for boilers, cooking ranges and boiler pilots. The cost of the gas service shall be included in the Residential Common Charges, the cost of which shall be borne solely by the Residential Common Charge Obligors as a Residential Common Expense in accordance with the Residential Expense Allocation Schedule.

6.4.3 Domestic Water; Sewer Rents. Domestic water and sewer services for the Residential Section shall be supplied by the City of New York or other utility servicing the Property. Sewerage rates are to be based on the collectively metered domestic water consumption. The charges for water and sewer services provided to the Residential Section will be levied on the basis of a Master City Meter and borne collectively as a Residential Common Expense solely by the Residential Common Charge Obligors as a Residential Common Expense in accordance with the Residential Expense Allocation Schedule.

6.4.4 Utilities for Residential Common Elements. The usage and consumption of electricity, gas, domestic water, sewer service, chilled water and any other utility by, for or in respect of the Residential Common Elements will be separately metered, sub-metered or otherwise determined and the costs and charges therefor will be allocated among the Residential Common Charge Obligors as a Residential Common Expense in accordance with the Residential Expense Allocation Schedule.

6.4.5 Utility Costs Payable as Residential Common Charges. The Residential Board may require each Residential Common Charge Obligor to pay monthly in advance to the Residential Board the charges reasonably estimated or anticipated as being attributable to each such Residential

Common Charge Obligor with respect to such utilities. All such estimated charges shall be subject to periodic adjustment based upon actual usage.

6.4.6 Meter Readings.

(a) The Residential Board shall, as necessary, engage the services of a reputable meter reading and/or billing company to act on its behalf in properly billing and accounting for each Residential Common Charge Obligor's share of utility costs reimbursable to the Residential Board.

(b) All such billings to Residential Common Charge Obligors by or on behalf of the Residential Board with respect to metered or sub-metered utilities shall be at the Building's and/or Master Board's cost; except that the allocable cost of reading the meters or sub-meters of each General Common Charge Obligor may be added to the charges payable to the Master Board by each such General Common Charge Obligor in accordance with the Residential Expense Allocation Schedule.

ARTICLE 7
REAL ESTATE TAXES; TAX CERTIORARI PROCEEDINGS

7.1 Real Estate Taxes; Impositions.

7.1.1 Until the Residential Units are separately assessed and billed for real estate tax purposes, the Residential Board will pay all real estate taxes with respect to the Residential Section to the Department of Finance of the City of New York (or directly to Declarant if and to the extent Declarant has paid such taxes) and allocate the cost thereof (and all refunds thereof) among all the Residential Units as hereafter set forth. The Residential Board will first allocate such taxes to each Residential Common Charge Obligor in accordance with their respective proportionate Residential Common Interests. Such taxes will be paid by the Residential Board in a timely manner so that no lien will be placed on the Property or on any Residential Unit. A Residential Unit Owner will not be responsible for the payment of, and will not be subject to any lien arising from, the nonpayment of real estate taxes assessed against or allocated to any other Residential Unit(s). Each Residential Unit Owner shall be responsible for the Impositions payable in respect of its Residential Unit.

7.2 Tax Certiorari Proceedings.

(a) By the Master Board. The Master Board, on behalf of and as agent for the Unit Owners, shall commence, pursue and settle certiorari proceedings to obtain reduced real estate tax assessments with respect to such Units. Each Unit Owner agrees to and shall indemnify the Master Board and the other Unit Owners from and against all claims, costs and expenses (including, without limitation, attorneys' fees and expenses) resulting from such proceedings. During the pendency of any such proceedings, the Unit Owners shall share in the costs thereof in relative proportion to their respective General Common Interest; and upon the conclusion of any such proceedings, such Persons shall, after retroactive adjustment for any overpayments or underpayments as a result of prior sharing on the basis of General Common Interest, share in the costs thereof in relative proportion to the benefits derived by such Unit Owners therefrom. In the

event any such Unit Owner individually seeks to have the assessed valuation of its Unit reduced by bringing a separate certiorari proceeding, the Master Board, if necessary or desirable for such proceeding, will execute any documents or other papers required for, and otherwise cooperate with such Unit Owner (at such Unit Owner's cost and expense) in pursuing, such reduction, provided that such Unit Owner indemnifies the Master Board from all claims, costs and expenses (including, without limitation, attorneys' fees and expenses) resulting from such proceedings.

(b) By the Residential Board. Notwithstanding the foregoing, the Master Board may, in writing, authorize the Residential Board to act as its agent, and on its behalf, in fulfilling the Master Board's duties set forth in Section 7.2(a) of these Residential By-Laws on behalf of the Residential Unit Owners. In the event the Master Board does so authorize the Residential Board, the certiorari proceedings to obtain reduced real estate tax assessments with respect the Residential Section shall be commenced, pursued, compromised and settled as and to the extent set forth in Section 7.2(a) above.

ARTICLE 8
ALTERATIONS

8.1 Alterations to the General Common Elements. Alterations or Repairs which shall modify, affect or impair any General Common Elements of the Building or which would have a material adverse effect on the structural, mechanical, electrical or plumbing elements of the Building or the exterior appearance of the Building or will affect multiple Sections of the Building (collectively, a "**GCE Alteration**") shall be performed in the manner set forth in the Master By-Laws. The determination of whether an alteration or repair affects more than one Section shall be made solely by the Master Board.

8.2 Alterations to the Residential Section.

8.2.1 Prior to the issuance of a Permanent Certificate of Occupancy for the Building, the Residential Board shall not, without first obtaining the written consent of Declarant or its designee, perform any work on the Residential Common Elements or Residential Limited Common Elements or give consent to any Residential Unit Owner to perform any work on any portion of the Building. The Declarant's (or its designee's) consent may be conditioned upon such requirements as the Declarant (or its designee) determines, including, but not limited to, a requirement that all such work be completed within six (6) months from commencement of construction.

8.2.2 Alterations to the Residential Common Elements. Alterations or Repairs to the Residential Common Elements shall be performed by the Residential Board, and the cost thereof will be allocated among the Residential Common Charge Obligors as a Residential Common Expense in accordance with the Residential Expense Allocation Schedule. The Residential Board shall not perform any Alterations to the Residential Common Elements without the prior consent of the Master Board, which consent shall not be unreasonably withheld or delayed.

8.2.3 Alterations to Residential Units and Residential Limited Common Elements. Subject to Section 8.2.1 above, a Residential Unit Owner (other than Declarant or its designee)

must obtain the consent of the Residential Board prior to performing any Alterations or Repair in, to or affecting any Residential Unit or Residential Limited Common Element (a "**Residential Unit Alteration**"), which consent shall not be unreasonably withheld or delayed. Prior to the commencement of any Residential Unit Alteration, the Residential Unit Owner performing such Residential Unit Alteration (the "**Residential Unit Work Performer**") shall deliver for approval by the Residential Board's architect and the Residential Board's consulting engineer the proposed Alteration for review and approval, and the Residential Unit Work Performer shall complete all of the following ("**Residential Unit Alteration Obligations**"):

(a) Residential Unit Work Performer shall provide the Residential Board and the Managing Agent with a list of all contractors and subcontractors who, in connection with the Residential Unit Alteration, will perform any services or furnish any materials.

(b) Residential Unit Work Performer shall provide the Residential Board and the Managing Agent with a complete, conformed and true copy of each and every agreement made between the Residential Unit Work Performer and its contractors and suppliers in connection with the performance of the Residential Unit Alteration. Each such agreement must require the contractor performing any portion of the Residential Unit Alteration to name each of the Master Board and its Managing Agent, the Declarant and its designee, the Residential Board and its Managing Agent, any Unit Owner affected by the Residential Unit Alteration, and the Residential Unit Work Performer as additional insureds, as their interests may appear.

(c) Residential Unit Work Performer shall provide the Residential Board and its Managing Agent with a written statement from a licensed electrician, engineer or architect, certifying that the electrical loads required during and subsequent to the Residential Unit Alteration (i) will not exceed the present electrical capacity of the affected Unit (if any) and (ii) will not adversely affect the electrical service of the Building.

(d) Residential Unit Work Performer shall file the Plans with all appropriate New York City governmental agencies and shall obtain all governmental approvals, permits, sign-offs and certificates that may be required in connection with the Residential Unit Alteration. Residential Unit Work Performer shall notify the Residential Managing Agent of the building permit number, if any, assigned to the Plans. Furthermore, within ten (10) days after receipt of the same by Residential Unit Work Performer, Residential Unit Work Performer shall deliver to the Managing Agent copies of every approval, permit, sign-off and certificate issued in connection with the Residential Unit Alteration.

(e) Residential Unit Work Performer shall deliver to the Residential Board and its Managing Agent, certificates, or other proof of the following insurance coverage from his contractor(s):

(i) comprehensive personal liability and property damage insurance policies, each with limits not less than $1,000,000; and

(ii) workers' compensation and employer's liability insurance covering all employees of any contractor, subcontractor, or both.

The certificates of such insurance coverage shall evidence the fact that the Master Board and its Managing Agent, the Declarant and its designee, the Residential Board and its Managing Agent, any Unit Owner affected by the Residential Unit Alteration, and the Residential Unit Work Performer are named as additional insureds, as their interests may appear.

(f) During the performance of any such Residential Unit Alteration, the Residential Unit Work Performer shall comply with the following requirements:

(i) The Residential Unit Alteration shall be performed only between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday, unless a different time period is approved by the Residential Board. No part of the Residential Unit Alteration may be performed on Saturdays, Sundays or Holidays.

(ii) To the extent necessary, the Residential Unit Work Performer hereby agrees to cause every person connected with the Residential Unit Alteration who enters the Building to show proper identification, identifying themselves to the staff at the Premises. The Residential Unit Work Performer agrees that the Master Board, or Residential Board, and their representatives, including any Building personnel, shall have the right to prevent any of the Residential Unit Work Performer's workers from entering the Building if they fail to exhibit satisfactory identification.

(iii) Residential Unit Work Performer agrees that during the Residential Unit Alteration, dust from the debris shall be controlled. A dust-proof partition shall be temporarily installed during the Residential Unit Alteration to prevent dust or debris from entering the stairwells, elevator shafts, hallways and/or other Sections or Units in the Building. Residential Unit Work Performer shall further cause whatever other precautions are necessary to be taken to prevent dirt and dust from entering the other parts of the Building or the other Sections or Units in the Building during the performance of the Residential Unit Alteration. Residential Unit Work Performer shall cause its contractors to broom-clean all affected Building areas each night before the contractors leave the Building. Residential Unit Work Performer understands that the Building shall be kept reasonably clean at all times, and shall cause his contractors and subcontractors to keep the Building in such condition. In the event that Residential Unit Work Performer or his contractors fail to comply with the cleanliness requirements, the Residential Board may cause such rubbish to be removed and the Residential Unit Work Performer shall be liable to for the costs thereof.

(iv) Residential Unit Work Performer shall be responsible for checking the water pressure in the plumbing lines before and after the Residential Unit Alteration to determine that there is no reduction in water pressure, and shall further be responsible for any and all work required to maintain such water pressure. No water shutdowns are permitted unless approved by the Residential Board. Residential Unit Work Performer shall submit a written request to the Residential Board not less than one week prior to proposed shutdown. The appropriate Building personnel and Board representatives will monitor all water shutdowns.

(v) Residential Unit Work Performer shall, in all instances, cause its

contractors, subcontractors and all other workmen performing the Residential Unit Alteration to take all reasonable steps necessary to prevent the scratching and other destruction of the elevators and hallways. Residential Unit Work Performer agrees to cause the repair of any scratching or other damage to the elevators resulting from the Residential Unit Alteration within three (3) days of receipt of written notice of such damage. Residential Unit Work Performer understands that under no circumstances may any material be transported on the top of the elevator cabs or through the hatch.

(vi) All rubbish, rubble, discarded equipment or other materials, including, but not limited to empty packing cartons, are to be promptly removed from the Building, at the sole cost and expense of the Residential Unit Work Performer, in barrels, or such other appropriate receptacles, by way of the service elevator, at such reasonable times and in such manner as the Master Board, the Residential Board, either or both their Managing Agents, or authorized representatives may direct. No accumulation of debris shall be permitted in any common area of the Building, including, but not limited to, the hallways, lobby or courtyards. No "street containers" or "dumpsters" for the storage of rubbish shall be placed or maintained outside the Building without the prior written consent of the Master Board, and under no circumstances will dumpsters be permitted during weekends or holidays. In the event that Residential Unit Work Performer or his contractors fail to comply with the rubbish removal requirements, the Residential Board may cause such rubbish to be removed and the Residential Unit Work Performer shall be liable to for the costs thereof.

(vii) In the event that, in the reasonable discretion of the Residential Board or its Managing Agent, the Residential Unit Alteration is interfering with any Board's or with the Declarant's obligations or the expedient repair, operation or maintenance of the Building, then, upon written notice the Residential Unit Work Performer agrees to suspend the interfering work forthwith, pending further written authorization from the Residential Board to continue with the Residential Unit Alteration. Furthermore, the Residential Unit Work Performer agrees to stop any work on the Residential Unit Alteration if at any time he is notified that the Residential Board's architect or engineer has found that the work being performed (a) is in substantial deviation from the Plans, unless such deviations shall have been first approved by the Residential Board; (b) is in violation of the local building code or any other law, code, rule or regulation of any federal, state or local governmental authority; or (c) is being performed in an unworkmanlike manner or the materials being used in connection therewith are of an inferior quality.

(viii) All work included in the Residential Unit Alteration shall be performed only by contractors duly licensed by the City of New York, if any license is required. No contractor whose hire would result in a violation of any agreement between the Condominium and any union that is the collective bargaining agent of any employees of the Condominium shall be engaged.

(ix) The Residential Unit Work Performer agrees to promptly and

expeditiously prosecute the Residential Unit Alteration to completion. The Residential Unit Work Performer represents that the Residential Unit Alteration shall be completed within six (6) months from the commencement of construction so as to enable Declarant and/or its designees to obtain the Permanent Certificate of Occupancy for the Building.

(x) Notwithstanding anything herein to the contrary, the Residential Unit Work Performer shall be solely responsible for (i) any violations or objections of law, rule, regulation or order, resulting from the Residential Unit Alteration, and shall cause the same to be cured within thirty (30) days of the issuance of said violation or objection; and (ii) closing permits on the earlier to occur of six (6) months from obtaining such permits or sixty (60) days from the substantial completion (or abandonment) of the Residential Unit Alteration (and if not, then Declarant, its designee and/or the Residential Board shall have the right to either (a) complete such portions of the Residential Unit Alteration on behalf of the Residential Unit Work Performer at the Residential Unit Work Performer's sole cost and expense or (b) compel the Residential Unit Work Performer to complete the Alteration in a manner which enables the Declarant to obtain a Permanent Certificate of Occupancy within six (6) months from commencement of the Residential Unit Alteration.) The Residential Unit Work Performer shall bear all costs attributable thereto, including but not limited to the payment of any penalty and or fine levied in connection therewith;

(xi) The Residential Unit Work Performer shall assume all responsibility for the Residential Unit Alteration and agrees that the Declarant, the Master Board, any Section Board, any of their Managing Agents, nor any Unit Owner shall not be responsible for the failure of efficient performance of Building services resulting from the Residential Unit Alteration.

(xii) The Residential Unit Work Performer may be required to pay $1,000 to the Residential Board for an initial Residential Unit Alteration Review Fee. Such fee covers the initial review of the Residential Unit Alteration plans and one additional review to confirm that all changes thereto required by the Residential Board have been made. Any additional review (whether due to the failure of the Residential Unit Work Performer's architect to comply with the Residential Board's comments, design changes or otherwise) will be charged to the Residential Unit Work Performer as an additional expense and the Residential Board shall have the same collection and enforcement rights with respect to such additional changes as it has with respect to Residential Common Charges.

8.2.4 All Residential Unit Alterations shall be performed: (i) at the Residential Unit Alteration Performer's sole cost and expense; (ii) in a manner which will not interfere with, or cause any labor disturbances or stoppages in, the work of Condominium employees or other contractors or subcontractors employed in the Sections, Units or the Building; (iii) employing such architects, engineers, contractors, subcontractors, suppliers and other laborers who are on the Managing Agent's then approved list, as such list may change from time to time, in the sole discretion of the Master Board; (iv) in a manner which does not interfere with any means of ingress or egress or Common Elements (in terms of staging/storing materials or equipment) and (v) in

compliance with the Declaration, the Master By-Laws, these Residential By-Laws, the overall Building standards and all Laws.

8.2.5 Prior to, and as a condition of, the granting of its consent to the making of any such Residential Unit Alteration (to the extent such consent is required), the Residential Board, at its option, may require the Residential Unit Alteration Performer to execute an agreement, in form and substance satisfactory to the Residential Board, setting forth the terms and conditions under which such Residential Unit Alteration may be made.

8.2.6 Declarant, its designee and/or the Residential Board shall have the right to update and revise the foregoing Residential Unit Alteration Obligations and shall have the right, upon the review of materials submitted pursuant to the Residential Unit Alteration Obligations, to request revisions thereto.

8.3 Alterations or Repairs Affecting More Than One Section. Without limiting the applicability of any other provision of the Declaration, the Master By-Laws or these Residential By-Laws, any Person performing any Alterations or Repairs to areas of the Building which affects any combination of the Sections shall, with respect to that portion of the work, (i) obtain prior written consent from the Master Board and the Declarant and (ii) fulfill the Residential Unit Alteration Obligations (set forth in Section 8.2 of these Master By-Laws). The determination of whether an Alteration or Repair affects more than one Section shall be made solely by the Master Board.

8.4 Alterations to Unsold Residential Units by Declarant or its Designee. Notwithstanding anything to the contrary contained in the Declaration, the Master By-Laws or these Residential By-Laws (but subject to all Laws), Declarant and its designee(s) shall have the right pursuant (and subject) to the terms and conditions set forth in Part I of the Offering Plan, the Declaration and the Master By-Laws, without the approval of the Residential Board, to: (i) make any Alterations and Repairs in or to any Unsold Residential Units, whether structural or nonstructural, interior or exterior, ordinary or extraordinary; and (ii) subdivide, combine and change the boundary walls of Unsold Residential Units. The foregoing rights set forth in this Section 8.4 include, but are not limited to the right to (a) change the size, square footage, layout of, or number of, rooms in any Unsold Residential Unit, (b) change the size, or number of, Unsold Residential Units by dividing one or more Unsold Residential Units into two or more separate Residential Units, by combining two or more Unsold Residential Units into one or more Unsold Residential Units, by altering any boundary walls between Unsold Residential Units or by incorporating Residential Common Elements (such as a portion of a hallway, without changing the appurtenant Residential Common Interests, which will thereafter be deemed to be a Limited Residential Common Element) which exclusively benefits an Unsold Residential Unit, into such Unsold Residential Unit and, (c) if appropriate, reapportion among the Unsold Residential Units affected by any such change the aggregate Residential Common Interests appurtenant to such Unsold Residential Units. In the event of any change pursuant to either (b) or (c) above, such change shall be disclosed in a duly filed amendment to the Offering Plan. In connection with a Unit for which a Purchase Agreement is then in effect, no adverse material change will be made to the Unit without a Purchaser's consent. For purposes of this section, Purchasers are advised that there is a rebuttable presumption that any change which diminishes the square footage

area (excluding interior partitions) of a Unit for which a Purchase Agreement is then in effect by 5% or less shall not be deemed to be an adverse material change.

8.5 Notwithstanding anything in this Article 8 to the contrary, the Person performing or causing, permitting or suffering any Alterations to be performed shall, if required by the Master Board or the Residential Board, pay the cost of (x) any necessary amendment of the Declaration and the floor plans of the Condominium, if appropriate, to reflect any such Alterations, (y) obtaining all necessary governmental permits, authorizations, certificates and licenses for the commencement and completion of any Alterations (and copies thereof shall be delivered to the Master Board and Residential Board promptly after the issuance thereof and prior to the commencement of any Alterations or Repairs), and obtaining any amendment to the Certificate of Occupancy for the Residential Section or the affected Residential Unit(s), if necessary, and (z) any architectural, engineering and legal fees incurred by the Master Board or the Residential Board in connection with such work. None of the Master Board, the Residential Board or any Person (other than the Person making or causing, permitting or suffering any Alterations to be made in or to its Residential Unit) shall incur any liability, cost, or expense either: (a) in connection with the preparation, execution, or submission of the applications referred to above; (b) to any contractor, subcontractor, supplier, architect, engineer or laborer on account of any Alterations made or caused, permitted or suffered to be made by any Residential Unit Owner; (c) to any person or entity asserting any claim for personal injury or property damage arising therefrom; or (d) arising out of a Person's failure to obtain any permit, authorization, certificate or license, or to comply with the Declaration, the Master By-Laws, these Residential By-Laws and all Laws insofar as the same relates to Alterations. A Person making or causing, permitting or suffering any tenant or occupant to make, any Alteration shall be deemed to have agreed to indemnify and hold the Master Board and its Managing Agent, the Residential Board and its Managing Agent and all other Residential Unit Owners harmless from and against any liability, loss, cost, or expense arising therefrom, and from and against any and all loss, cost, expense (including, but not limited to, attorneys' fees and disbursements), damage or injury, whether direct, indirect or consequential, resulting from, arising out of, or in any way connected with, any of the foregoing.

8.6 If any Person commences any such Alterations in violation of the foregoing terms and conditions, or fails to comply with the reasonable requirements of Declarant, the Master Board or the Residential Board in connection with the same, Declarant, the Master Board or the Residential Board shall be entitled to cause such work to be halted, including, without limitation, to cause the Residential Managing Agent to deny access to the Building to the workers and suppliers, until the Person complies with the same. During the period until such Person is permitted hereunder to resume its work, Declarant, the Master Board and the Residential Board shall have the right to perform any and all work as may be necessary, in Declarant's, the Master Board's or the Residential Board's sole judgment, in order to avoid any delay in obtaining a temporary or permanent Certificate of Occupancy for the Building (or any amendment to, or extension of, the same if theretofore issued), whether or not such work shall be in compliance with the plans and specifications for the work theretofore performed by, or on behalf of, such Person. The cost and expense of any such work performed by Declarant, the Master Board or the Residential Board, as the case may be, shall be borne by such Person and shall be paid to Declarant, the Master Board or the Residential Board, as applicable, within fifteen (15) days of written demand therefor.

ARTICLE 9
MECHANIC'S LIENS, VIOLATIONS; COMPLIANCE WITH LAWS AND INSURANCE REQUIREMENTS; HAZARDOUS MATERIALS

9.1 Mechanic's Liens. In the event that any mechanic's lien is filed against any Residential Unit or other portion of the Property as a result of services provided or materials furnished to, or Alterations or Repairs or other work performed for a Residential Unit Owner (or such Unit Owner's Occupants or Permittees) with respect to its Residential Unit, or any Residential Limited Common Elements over which it exercises exclusive control (each such Residential Unit Owner, for purposes of this Section 9.1, being referred to as the "**Lien-Causing Residential Unit Owner**"), or alleged to have been provided or furnished to, or performed for, any such Lien-Causing Residential Unit Owner, then such Lien-Causing Residential Unit Owner shall promptly notify the Residential Managing Agent (or, if there is no Residential Managing Agent, the Residential Board) of same, and shall cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or by posting a bond or other security as shall be required by law to obtain such release and discharge, in each case within thirty (30) days after receiving from the Residential Board or Residential Unit Owner whose Residential Unit (and/or Residential Limited Common Element, if applicable) has been adversely affected by such mechanic's lien; or from the Master Board if any General Common Elements have been adversely affected by such mechanic's lien, a notice (a "**Lien Notice**") identifying the lien and requesting that the same be released or discharged, failing which the Master Board (in the case of a Lien-Causing Unit Residential Owner shall have the rights set forth in Article 12 of the Master By-Laws. For purposes of this Section 9.1, the Residential Board or Residential Unit Owner shall be deemed to be "adversely affected" by a mechanic's lien (which is the responsibility of a Lien-Causing Residential Unit Owner to remove, as aforesaid) if: (i) in the case of the Residential Board, any of the Residential Units, or (ii) in the case of a Residential Unit Owner that is affected, such Residential Unit Owner's Unit and/or any Residential Limited Common Elements over which such Residential Unit Owner exercises exclusive control pursuant to the Condominium Documents, as applicable, is/are reasonably purportedly (whether or not actually) encumbered by or subjected to the mechanic's lien (provided such mechanic's lien arises from services provided or materials furnished to, or Alterations or Repairs or other work performed for or alleged to have been provided or furnished to, or performed for, the Lien-Causing Residential Unit Owner, and not by, to or for the putatively 'adversely affected' Residential Unit Owner or Board or its/their Occupants or Permittees). In all events, the Lien-Causing Residential Unit Owner shall defend, protect, indemnify and hold harmless all other Residential Unit Owners and Boards (and any of their Occupants) from and against any and all Costs arising out of or resulting from the applicable mechanic's lien. Copies of all Lien Notices sent by the Residential Board or Residential Unit Owners shall be simultaneously sent to the Master Board.

9.2 Violations. In the event that any violation shall be noted or noticed against any Residential Unit or other portion of the Residential Section as a result of any condition at the Property created or suffered by or existing with respect to: (a) a Residential Unit Owner (or such Unit Owner's Occupants or Permittees) with respect to its Unit, or any Residential Limited Common Elements over which it exercises exclusive control pursuant to the Residential By-Law (each such Residential Unit Owner, for purposes of this Section 9.2, being referred to as the "**Violation-**

Causing Residential Unit Owner"); (b) the Residential Board (or its Managing Agent or such Board's Occupants or Permittees) with respect to the Residential Common Elements (other than those Residential Limited Common Elements which one or more Residential Unit Owners exercises exclusive control pursuant to the Residential By-Laws) or any Residential Unit owned by the Residential Board or its designee (for purposes of this Section, such Board being referred to as the "**Violation-Causing Residential Board**"), the Violation-Causing Residential Unit Owner or the Violation-Causing Residential Board, as the case may be, shall promptly notify the Condominium's Managing Agent (or, if there is no Managing Agent, the Master Board) of same, and shall cause the violation to be removed and the condition giving rise to the violation to be cured, in each case within thirty (30) days after receiving, from the Residential Board or Residential Unit Owner whose Unit or Residential Limited Common Element (if applicable) has been adversely affected by such violation, a notice (a "**Residential Violations Notice**") identifying the violation and requesting that the same be removed and the condition giving rise to it be cured (provided that if such violation cannot, notwithstanding diligent efforts, be removed and/or such condition cured within such thirty (30) day period, the Violation-Causing Residential Unit Owner or the Violation-Causing Residential Board, as the case may be, commences the removal of such violation and/or the curing of such condition as promptly as practicable within such thirty (30) day period and thereafter proceeds with diligence and continuity to complete such removal and/or cure); failing which: (y) the Master Board (in the case of a Violation-Causing Residential Unit Owner or the Violation-Causing Residential Board), or (z) each of the Unit Owners and the Section Boards (if the Master Board is the Violation-Causing Board), shall have the rights set forth in Article 12 of these Residential By-Laws. For purposes of this Section 9.2, the Residential Board or a Residential Unit Owner shall be deemed to be "adversely affected" by a violation or condition giving rise to a violation (which is the responsibility of a Violation-Causing Unit Residential Owner or Violation-Causing Residential Board to remove or cure, as aforesaid) if: (i) in the case of the Residential Board that is affected, any of the Residential Common Elements; or (ii) in the case of a Residential Unit Owner that is affected, any of such Residential Unit Owner's Unit or appurtenant Residential Limited Common Elements over which such Unit Owner exercises exclusive control pursuant to the Condominium Documents, as applicable, in each case, is/are reasonably purportedly (whether or not actually) subjected to the violation or the violation is noted against same (provided such violation arises from a condition at the Property created or suffered by the Violation-Causing Residential Unit Owner or the Violation-Causing Residential Board, and not by the putatively 'adversely affected' Residential Unit Owner or Residential Board or its/their Occupants or Permittees). In all events, the contesting Residential Unit Owner or Residential Board shall defend, protect, indemnify and hold harmless all other Unit Owners and Boards (and their Occupants) from and against any and all Costs arising out of or resulting from any proceeding undertaken pursuant to this Section 9.2 or the underlying violation or non-compliance related thereto. Copies of all Residential Violations Notices sent by the Residential Board or Residential Unit Owners shall be simultaneously sent to the Master Board.

9.3 Compliance with Laws, Insurance Requirements. The Residential Board shall promptly comply and/or cause the Residential Units Owners, Occupants or Permittees to comply with all Laws and Insurance Requirements applicable to such Residential Unit Owners or Units owned by the Residential Board, Residential Limited Common Elements or Residential Common Elements, as applicable; provided, however, that each Residential Unit Owner shall have the right to contest, by appropriate legal or administrative proceedings diligently conducted in good faith, the validity

or applicability to it of any such Law or Insurance Requirement and may delay compliance until a final decision has been rendered in such proceedings and appeal is no longer possible, unless such delay is reasonably likely to (1) render the other Residential Unit or any portion of any of the Residential Common Elements liable to forfeiture, involuntary sale or loss, (2) result in involuntary closing of any business conducted thereon or therein, (3) subject another Unit Owner or Board to potential or real civil or criminal liability, (4) impair or prohibit any insurance required to be maintained hereunder or under any of the other Condominium Documents, or (5) subject any other Unit or Common Element to any lien or encumbrance, in which case (with respect to any of the foregoing clauses (1)-(5)) the contesting Residential Unit Owner shall immediately take such steps as may be necessary to prevent any of the foregoing, including posting bonds or security for complying with such Law or Insurance Requirement. If such alternate measures shall not be effective to prevent any of the foregoing, then such contesting Person shall comply with the applicable requirements pending the resolution of any such contest. Each non-contesting Residential Unit Owner shall cooperate to the fullest extent necessary with any contesting Residential Unit Owner in any proceeding undertaken pursuant to this provision, including executing necessary documents or consents to such contest, provided all costs and expenses incurred with respect thereto are paid by the contesting Residential Unit Owner, as the case may be. In all events, the contesting Residential Unit Owner shall defend, protect, indemnify and hold harmless all other Unit Owners and Boards (and their Occupants) from and against any and all Costs arising out of or resulting from any proceeding undertaken pursuant to this Section 9.3 or the underlying violation or noncompliance related thereto.

9.4 Hazardous Materials. Neither the Residential Board nor any Residential Unit Owner (or their Occupants or Permittees) shall store, use or permit the storage or use of Hazardous Materials on, about, under or in any Residential Unit or otherwise in or on the Property. Each Residential Unit Owner shall defend, protect, indemnify and hold harmless the Residential Board and each other Residential Unit Owner (and the Occupants of each of the foregoing) from and against any and all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including, but not limited to, costs of investigation, remedial response, and reasonable attorneys' fees and cost of suit, arising out of or resulting from any Hazardous Material stored, used, maintained, released, or otherwise introduced by such Residential Unit Owner (including its Occupants and Permittees) under or in its Residential Unit, the Residential Common Elements, Residential Limited Common Elements and General Common Elements or otherwise in or on the Property.

ARTICLE 10
RECORDS AND AUDITS

10.1 The Residential Board. The Residential Board (or its Managing Agent) shall keep detailed records of the actions of the Residential Board, minutes of the meetings of the Residential Board, minutes of the meetings of the Residential Unit Owners, and financial records and books of account with respect to the activities of the Residential Board, including a listing of all receipts and expenditures. In addition, the Residential Board shall keep a separate account for each Residential Common Charge Obligor which, among other things, shall contain the amount of each assessment of Residential Common Charges and other amounts required by the Residential Board to be paid

by such Person, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid.

10.1.1 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 or an independent certified public accounting firm, shall be submitted by the Residential Board to all Residential Unit Owners and the Master Board, and any Registered Mortgagees and Permitted Mortgagees who have requested the same in writing. The cost of such report submitted by the Residential Board shall be a Residential Common Expense.

10.2 Availability of Documents. Copies of the Declaration, the Residential By-Laws and Residential 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 Residential Board and shall be available for inspection by Residential Unit Owners and their authorized agents during reasonable business hours and upon reasonable prior notice.

ARTICLE 11
INSURANCE; CASUALTY; CONDEMNATION

11.1 Residential Board's Insurance Requirements. The Residential Board (on behalf of the Residential Section) shall obtain and maintain, to the extent obtainable and maintainable at commercially reasonable rates, any and all insurance required to be maintained pursuant to the Master By-Laws and, to the extent otherwise determined by the Master Board.

11.2 Residential Unit Owner's Insurance Requirements. Each Residential Unit Owner shall obtain and maintain the following insurance in such amounts and in such limits as described below, or in such higher amounts and in such higher limits as the Residential Board, from time to time, may determine:

11.2.1 Liability insurance, with a limit of not less than $1,000,000 per occurrence, and an Umbrella Liability Policy with limits of not less than $5,000,000 per occurrence and annual aggregate per location, covering the interests of the Residential Unit Owner and its Permitted Mortgagee in the applicable Residential Unit as their respective interests may appear. Such insurance may, at the option of the Residential Unit Owner, be effected by a Homeowners H0-6 form (or its equivalent). The Residential Unit Owner purchasing such policy shall be the named insured.

11.3 Insurance Requirements During the Course of Alterations and/or Repairs. The Residential Board may promulgate, as part of the Residential Rules and Regulations, rules and regulations specifying, with respect to the performance of Alterations and/or Repairs by any Person, whether insurance is required to be carried with respect to such Alteration and/or Repair and if so, the type of insurance required, the amount thereof, the Person required to carry any such insurance and such other related matters as the Residential Board shall deem appropriate. Notwithstanding anything to the contrary contained in these Residential By-Laws, provisions consistent with this Section 11.3 shall be part of such rules and regulations only to the extent, if any, deemed

appropriate by the Residential Board. Nothing herein shall be construed to restrict or limit any other provision of these Residential By-Laws.

11.4 Insurance as a Residential Common Charge.

11.4.1 The premiums for all insurance referred to in Section 11.1 above shall be a Residential Common Expense and shall be borne by each of the Residential Common Charge Obligors as a Residential Common Charge in proportion to the relative Residential Common Interests. Any Residential Common Charge Obligor may request the Residential Board to obtain and maintain for its benefit any additional coverages and any changes or amendments to the terms and conditions of existing coverages as such requesting Residential Common Charge Obligor sees fit (collectively, the "**Additional Insurance Coverage**") and may require that all proceeds of any such Additional Insurance Coverage (to the extent that it can be determined with reasonable certainty that such proceeds relate to such Additional Insurance Coverage and not to insurance purchased by the Residential Board on its own behalf) be payable to such Residential Common Charge Obligor (and if, notwithstanding such requirement, proceeds are paid to the Residential Board or the Insurance Trustee, then notwithstanding any other provision of these Residential By-Laws to the contrary, such proceeds shall be turned over to such Residential Common Charge Obligor); provided, however, that (A) the cost of such Additional Insurance Coverage shall be borne entirely by the Person requesting it and such Person shall indemnify the Residential Board from any loss, cost and expense (including reasonable attorney's fees) in connection therewith and (B) the Additional Insurance Coverage shall not (i) preclude the Residential Board from purchasing, for itself, insurance coverage similar to such Additional Insurance Coverage, (ii) preclude the Residential Board from receiving proceeds from any Residential Board Insurance, (iii) cause the Residential Board Insurance to be less protective or (iv) adversely affect the interests of the Residential Unit Owners or any other Board.

11.4.2 If the use of all or any portion of the Residential Section in violation of these Residential By-Laws, the Master By-Laws or the Declaration causes an increase in the premium for the insurance which the Master Board, the Residential Board, or any Residential Unit Owner is required to obtain and maintain as set forth herein or otherwise, then the Residential Common Charge Obligor responsible for such portion of the Residential Section shall be obligated to pay to the Master Board, as an additional General Common Charge, or to pay to the Residential Board, as an additional Residential Common Charge, or to pay the Residential Unit Owner, as the case may be, a sum equal to the amount of such increase attributable to such use.

11.5 General Insurance Matters.

11.5.1 Self-Insurance. Notwithstanding anything in these Residential By-Laws to the contrary, no Person may provide the insurance coverages required under these Residential By-Laws pursuant to any plan of self-insurance.

11.5.2 Blanket Policy. The insurance coverage required of any Person under this Article 11, at the option of such Person, may be offered under a blanket policy or policies, provided that any such blanket policy shall otherwise comply with the provisions of these Residential By-Laws. With respect to blanket property polices covering the applicable property to be insured pursuant

to these Residential By-Laws (the "**Insured Residential Property**") and other properties and assets not constituting a part of such Insured Residential Property, such blanket policies shall be without possibility of co-insurance or reduction below the limits required by this Article 11 by reason of, or damage to, any other property (real or personal) named therein. If the insurance required by these Residential By-Laws shall be effected by any such blanket policy, such Person shall furnish to the Person or Persons specified in Section 11.5.4 hereof (when and as such deliveries would be required for the insurance regularly required by these Residential By-Laws not constituting blanket coverage) valid certificates of insurance evidencing such policy, with schedules thereto attached (with respect to property or building insurance) showing the amount of insurance afforded by such policies applicable to the Insured Residential Property.

11.5.3 Policy Requirements. All policies required to be obtained pursuant to the Master By-Laws and these Residential By-Laws shall:

(a) be purchased from and maintained with companies duly authorized, and preferably admitted to do business in the State of New York, which are rated at the time of purchase or renewal of such policy in the then most current A.M. Best Key Rating Guide with ratings of A- and IX or better (or the equivalent of such rating if there is a change in the basis of the rating, or any successor publication of comparable standing) with respect to policies required to be obtained by the Residential Board. The foregoing shall not apply to the Residential Unit Owners, and the insurance companies furnishing the policies required to be obtained by the Residential Unit Owners pursuant to these Residential By-Laws shall be rated pursuant to and in accordance with applicable standards, if any, to be determined by the Residential Board.

(b) with respect to Special Causes of Loss or other property coverage, contain a waiver of the insurer's right of subrogation against the Unit Owners, the Boards, any Registered Mortgagee and all Occupants.

(c) provide that before any material change or cancellation of a policy for which an additional insured or loss payee is required to be named pursuant to this Article 11, at least thirty (30) days advance written notice shall be given in the case of insurance required to be maintained by (y) the Residential Board, to the Master Board, the Office Board, the Retail Board and the Parking Unit Owner, and (z) a Residential Unit Owner, to the Residential Board.

(d) be primary as to the named insured and not be entitled to contribution from any other insurance that may be maintained by any other party.

(e) contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of the policy holder.

11.5.4 Condominium as Additional Insured. All policies required to be obtained pursuant to these Residential By-Laws shall name the Condominium as an additional insured.

11.5.5 Evidence of Insurance.

(a) Residential Unit Owner Insurance. Each Residential Unit Owner shall deliver to the Residential Board a certificate of insurance evidencing the insurance required to be maintained by such Unit Owner under Section 11.2 above and all renewals thereof, evidencing same, and promptly after issuance of any renewal or replacement policy, together with proof of payment of premiums. Renewals shall be obtained at least twenty (20) days prior to the expiration of the then current policies.

(b) Residential Board Monitoring of Residential Unit Owner Insurance. The Residential Board shall take commercially reasonable steps to enforce the obligations of its Residential Unit Owners under Section 11.2 and Article 12 of these Residential By-Laws, and shall, on a semi-annual basis upon request, provide to the Master Board a report detailing those Residential Unit Owners that have not so complied, but the Residential Board shall have no liability for the failure of such Residential Unit Owners to so comply. Nothing contained in this Section 11.5.5(b) shall be deemed to limit the obligations of Residential Unit Owners under Section 11.2 and Article 12 of these Master By-Laws. The Residential Board shall not incur any liability for the failure of a Residential Unit Owner to obtain and maintain any insurance required pursuant to the Declaration, the Master By-Laws or these Residential By-Laws.

(c) Certificates of Insurance; Policies. In the event that any certificate of insurance shall fail to contain detail reasonably sufficient enough to enable the Person(s) who are entitled to a copy of such certificate to reasonably determine if the insurance covered by such certificate complies with the provisions of this Article 11, then such Person or Persons shall have the right, upon reasonable notice to the Person maintaining such insurance, to inspect the policy or policies underlying such certificate.

11.6 Waiver of Subrogation. The Residential Board and the Residential Unit Owners (and their Occupants) (the "**Releasing Residential Party**") hereby releases and waives for itself, and each Person claiming by, through or under it, each other Residential Unit Owner and the Residential Board and their respective Occupants (the "**Released Residential Party**") from any liability for any loss or damage to all property of such Releasing Residential Party located upon any portion of the Property, which loss or damage is of the type covered by "All-Risk" or Comprehensive Boiler & Machinery property insurance policies required to be carried under these Residential By-Laws or the Master By-Laws, irrespective either of any negligence on the part of the Released Residential Party which may have contributed to or caused such loss, or of the amount of such insurance required or actually carried, including any deductible. The Releasing Residential Party agrees to obtain, if needed, appropriate language in its policies of insurance, and to the policies of insurance carried by its Occupants, with respect to the foregoing release.

11.7 Indemnification.

11.7.1 Indemnification by Residential Unit Owners. Subject to the waiver of claims and waiver of subrogation set forth in this Article 11, each Residential Unit Owner covenants to indemnify, defend and hold each other Unit Owner (and such other Unit Owner's Occupants) and each Board harmless (except for loss or damage resulting from the gross negligence, willful misconduct or bad faith of any such other Unit Owners or Boards, or their respective Occupants, managers directors, officers, agents, tenants, contractors, employees, servants, licensees

(collectively, the "**Related Parties**")) from and against any and all claims, actions, suits, judgments, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees) in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the Residential Unit (or any Residential Limited Common Element appurtenant to such Residential Unit) owned by such Residential Unit Owner, or occasioned wholly, or in part, by any gross negligence, willful misconduct or bad faith of such Unit Owner, or its respective Related Parties.

11.7.2 Indemnification by Boards. Subject to the waiver of claims and waiver of subrogation set forth in this Article 11, the Residential Board covenants to indemnify, defend and hold each Unit Owner (and each Unit Owner's Occupants) and each other Board harmless (except for loss or damage resulting from the gross negligence, willful misconduct or bad faith of such Unit Owner or any such other Board, or their respective Related Parties) from and against any and all claims, actions, suits, judgments, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees) in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon (i) with respect to the Master Board, the General Common Elements, (ii) with respect to the Office Board, the Office Common Elements, and (iii) with respect to the Retail Board, the Retail Common Elements or occasioned wholly or in part by any gross negligence, willful misconduct or bad faith of the Boards, or their respective Related Parties.

11.8 Casualty and Condemnation.

11.8.1 Residential Common Element Restoration Funds. All insurance proceeds under all policies required to be obtained by the Residential Board with respect to any property loss (the "**RCE Restoration Insurance Proceeds**") and all condemnation awards, if any, with respect to the Residential Common Elements (such sums, together with any interest or income earned thereon, but net of the reasonable fees, compensation and expenses incurred by the Insurance Trustee hereunder, collectively, the "**RCE Restoration Funds**") shall be payable to the Residential Board, except that if the RCE Restoration Funds shall exceed $2,000,000, all RCE Restoration Funds shall be payable to the Insurance Trustee.

11.8.2 Use of RCE Restoration Funds. The Residential Board shall (i) hold in trust on behalf of all Residential Unit Owners any RCE Restoration Funds it receives, (ii) subject to the provisions of Sections 11.8.3 and 11.9 of these Residential By-Laws, use the RCE Restoration Funds only for RCE Restoration Work and (iii) not commingle the RCE Restoration Funds with other funds being held by the Residential Board.

11.8.3 Casualty to or Condemnation of Residential Common Elements; Repair by Residential Board; RCE Restoration Work.

(a) RCE Restoration Work. Except as provided herein, in the event of (i) the casualty of all or any part of the Residential Common Elements, (ii) the taking in condemnation or by eminent domain of all or any part of the Residential Common Elements, or (iii) the taking in condemnation or by eminent domain of all or any part of a Residential Unit, then, subject to the provisions set forth below, the Residential Board will arrange for the prompt repair and restoration

of the part of the Residential Common Elements affected by such casualty or impaired by such taking which, pursuant to the provisions of the Declaration or these Residential By-Laws, are required to be maintained by the Residential Board (the "**RCE Restoration Work**"). In the event of a casualty, such RCE Restoration Work shall restore the Residential Common Elements so that they are the same type and quality as existed immediately prior to such casualty; provided, however, that Alterations to such Residential Common Elements may be made in accordance with Article 8 of these Residential By-Laws. In the event of a taking, such RCE Restoration Work shall take into account the physical constraints imposed by such taking, and accordingly the Residential Common Elements may be altered (in accordance with Article 8 of these Residential By-Laws) to account for such physical constraints; provided, however, that in no event shall the Residential Board have the right to utilize additional space in any Unit in connection with such restoration, unless such right has otherwise been granted under these Residential By-Laws, the Master By-Laws or the Declaration or in connection with such taking. Notwithstanding anything herein to the contrary, in no event shall the Residential Board be obligated to restore any Unit Owner's fit-out or personal property contained within such Unit Owner's Unit or any Limited Common Elements appurtenant thereto.

(b) Disbursement of RCE Restoration Funds; RCE Restoration Funds Request. In the event of any RCE Restoration Funds held by the Insurance Trustee, (a) the Residential Board shall apply to the Insurance Trustee for disbursement of the RCE Restoration Funds and (b) the Insurance Trustee shall disburse the RCE Restoration Funds to the Residential Board in installments as the RCE Restoration Work progresses and in accordance with the provisions hereof and the provisions of the Insurance Trustee Agreement. Each request for RCE Restoration Funds (each such request, together with all supporting documentation, herein called a "**RCE Restoration Funds Request**") shall also be sent to the Master Board and all Registered Mortgagees. Advances by the Insurance Trustee shall be made not more than once a month, after the Insurance Trustee's receipt of a written request therefor from the Residential Board, addressed to the Insurance Trustee, provided that:

(i) such RCE Restoration Funds Request shall be accompanied by a certificate of a Certifying Professional (as defined below) in charge of the RCE Restoration Work (A) requesting payment of specified amounts of the RCE Restoration Funds equal to the amounts then due and owing to contractors or other parties (less any retainage amounts, if any, as determined by the Residential Board) for performance of all or a portion of the RCE Restoration Work under specific contracts or agreements in respect of the RCE Restoration Work, or to the Residential Board as reimbursement for a cost of the RCE Restoration Work paid by the Residential Board, (B) describing in reasonable detail the RCE Restoration Work performed or materials provided under such contracts or agreements, for which RCE Restoration Funds are then being requested, (C) stating that such payment does not exceed the amount then due and owing (or reimbursable) in respect of the RCE Restoration Work completed to date and materials supplied under such contracts or agreements, (D) stating that all RCE Restoration Work has been performed substantially in accordance with the plans and specifications for such RCE Restoration Work, and that all such materials have theretofore been incorporated as Residential Common Elements into the Building (except for such materials specifically delineated as not yet being so incorporated into the Building, and with respect to such materials, stating

the status of such materials (if such materials are being fabricated) or stating the location of such materials (if such materials are stored off-site)), (E) stating that the cost to complete the RCE Restoration Work does not exceed the amount of the remaining funds held by the Insurance Trustee and (F) stating that the cost of such RCE Restoration Work and materials has not been previously made the basis of any RCE Restoration Funds Request (such certificate being herein called the "**Certificate**"); and

(ii) the Insurance Trustee receives waivers of all mechanic's and other similar liens (or title endorsements or other satisfactory evidence) with respect to all of the RCE Restoration Work for which a RCE Restoration Funds Request has previously been made and funded (if and only to the extent that such lien waivers have not been previously provided).

Upon compliance with subsections (i) and (ii) above, the amount requisitioned for such RCE Restoration Work shall be paid to the Residential Board or the Persons designated in the Certificate. "**Certifying Professional**" shall mean an architect or a licensed professional engineer or engineering or construction consulting firm retained by the Residential Board in connection with the RCE Restoration Work, which is experienced in the design and operation in the City of New York of structures similar to the Building and has provided services comparable to those being requested hereunder within not less than three (3) of the immediately preceding ten (10) years, and which is selected by the Master Board.

(c) RCE Restoration Funds Deficiency. If, as part of the Certificate accompanying the RCE Restoration Funds Request, or prior to the commencement of (and also at any time during the prosecution of) the RCE Restoration Work, the Certifying Professional or the Residential Board reasonably estimates that the cost to complete the RCE Restoration Work exceeds the RCE Restoration Funds then being held by the Insurance Trustee or the Residential Board, as the case may be, then the Residential Board shall be required to notify each Residential Common Charge Obligor of the amount of such estimated deficiency and each Residential Common Charge Obligor's pro rata allocation thereof (which such allocation shall be determined consistent with the Residential Common Interest of each Residential Common Charge Obligor), and shall be payable by each Residential Common Charge Obligor as a Special Assessment (hereinafter referred to as a "**Special RCE Restoration Assessment**"; all such Special RCE Restoration Assessments received by the Residential Board, the "**Special RCE Restoration Assessment Proceeds**"). At the election of the Residential Board, each Residential Common Charge Obligor shall then pay its respective Special RCE Restoration Assessment either: (i) in a lump sum, to be paid as a Special Assessment pursuant to and in accordance with Section 6.1.4 of these Residential By-Laws or (ii) in installments, as may be necessary, in the determination of the Residential Board, to pay for the RCE Restoration Work. The Special RCE Restoration Assessment Proceeds shall be treated as if such monies were RCE Restoration Funds.

(d) Excess RCE Restoration Insurance Proceeds. To the extent not drawn upon and/or applied to the RCE Restoration Work, the Insurance Trustee and/or the Residential Board, as the case may be, shall, after the completion of the RCE Restoration Work, return all excess RCE Restoration Insurance Proceeds to the Residential Common Charge Obligors according to the Residential Common Interest of such Residential Common Charge Obligors (after deducting from

the amount to be distributed to each Residential Common Charge Obligor the amount, if any, of any Residential Common Charges or Special Assessments (and other charges related thereto imposed under Section 12.1.4 of these Residential By-Laws)) then due and owing from such Residential Common Charge Obligor (such deducted amount, a "**RCE Delinquency Charge**").

(e) Excess Special RCE Restoration Assessment Proceeds. To the extent not drawn upon and/or applied to the RCE Restoration Work, the Insurance Trustee and/or the Residential Board, as the case may be, shall, after the completion of the RCE Restoration Work, return all excess Special RCE Restoration Assessment Proceeds it receives to each Residential Common Charge Obligor according to the pro rata share of such Residential Common Charge Obligor's contribution to such Special RCE Restoration Assessment Proceeds, after deducting any RCE Delinquency Charge. If any Residential Common Charge Obligor fails to pay its Special RCE Restoration Assessment in accordance with the provisions of Section 11.7.3(c) of these Residential By-Laws, then the Special RCE Restoration Assessment of such Residential Common Charge Obligor still due and payable (the "**Delinquent Special RCE Restoration Assessment**") shall be subject to late charges, interest, expenses and fees, all pursuant to and in accordance with Section 12.1.4 of these Residential By-Laws (such charges, the "**Special RCE Restoration Assessment Penalties**"). Upon payment to the Residential Board of the Delinquent Special RCE Restoration Assessment, and to the extent not drawn upon and/or applied to such completed RCE Restoration Work, then the Insurance Trustee and/or the Residential Board, as the case may be, shall distribute the Delinquent Special RCE Restoration Assessment to each Residential Common Charge Obligor, after deducting any RCE Delinquency Charge, according to the pro rata share of such Residential Common Charge Obligor's contribution to the Special RCE Restoration Assessment Proceeds. The Special RCE Restoration Assessment Penalties shall be distributed to each Residential Common Charge Obligor (excluding the Residential Common Charge Obligor paying such Special RCE Restoration Assessment Penalties) according to the pro rata share of such Residential Common Charge Obligor's contribution to the Special RCE Restoration Assessment Proceeds (taking into account any prior distribution of any excess Special RCE Restoration Assessment Proceeds and after deducting any RCE Delinquency Charge) prior to the payment of the Delinquent Special RCE Restoration Assessment.

11.8.4 Casualty to or Condemnation of Residential Units; Repair by Residential Unit Owners; Residential Unit Restoration Work. The Master By-Laws shall control in the event a Residential Unit is damaged or destroyed by casualty or impaired by a partial taking by condemnation or eminent domain.

11.8.5 Casualty to or Condemnation of Residential Limited Common Elements; Repair by Residential Board; Residential LCE Restoration. The Master By-Laws shall control in the event any portion of the Residential Limited Common Elements are damaged or destroyed by casualty or impaired by a partial taking by condemnation or eminent domain.

11.9 Casualty or Condemnation.

11.9.1 Casualty to Seventy Five Percent (75%) or More of the Building. The Master By-Laws shall control in the event seventy-five (75%) percent or more of the Building is destroyed or damaged by fire or casualty.

11.9.2 Partial Condemnation. The Master By-Laws shall control in the event the Building is partially taken by condemnation or eminent domain.

11.9.3 Total Condemnation. The Master By-Laws shall control in the event all or substantially all of the Building is taken by condemnation or eminent domain.

11.9.4 Restoration Work; Plans. All RCE Restoration Work, Residential Unit Restoration Work and Residential LCE Restoration Work hereunder shall be performed in accordance with the applicable provisions of the Declaration, the Master By-Laws and these Residential By-Laws regarding the performance of Alterations and/or Repairs, including without limitation the approval provisions of Section 8.1 of these Residential By-Laws.

11.9.5 Reallocation of Percentage Interests.

(a) If, as a result of a taking or casualty, the gross square footage of any Unit changes, the Residential Board shall promptly (x) adjust, as of the date of such taking or casualty, the Residential Unit Owner's Residential Common Interest percentage in a manner consistent with the allocation of the Residential Common Interests in existence immediately preceding such casualty or taking and in accordance with the then applicable Real Property Law, (y) equitably adjust, as of the date of such taking or casualty, the then effective budget to take into account the casualty or taking, and (z) subject to the provisions of Article 17 of the Declaration and Article 16 of these Residential By-Laws, prepare and record in the Register's office an amendment to the Declaration, confirming such reallocation. If the Residential Board shall not agree on any of the matters referred to in the foregoing clauses (x), (y) and (z) within ninety (90) days following completion of the reconstruction, they shall submit such issue to Arbitration.

(b) If a Residential Unit Owner or the Residential Board does not (in the course of restoring its Residential Unit or Residential Section, including any Residential Limited Common Elements) restore the number of gross square feet existing immediately preceding the fire or other casualty, then, notwithstanding such reduction in the number of gross square feet, such Residential Unit Owner's Residential Common Interest(s) and allocation(s) of Residential Common Charges shall not be diminished. Likewise, each Residential Unit Owner's Residential Common Interest and allocation of Residential Common Charges shall not be adjusted or diminished if a Residential Unit Owner chooses to restore its Unit to a "core and shell" condition rather than to a fully operational condition (as each such condition is described in Section 11.9.4 above).

ARTICLE 12
EVENTS OF DEFAULT; RIGHTS OF CURE; RESIDENTIAL BOARD'S LIEN; GRANTEES LIABLE FOR UNPAID RESIDENTIAL COMMON CHARGES

12.1 Failure to Pay Residential Common Charges.

12.1.1 The Residential Board shall take prompt action to collect any Residential Common Charges or Special Assessments which remain unpaid following notice and the expiration of applicable grace periods, including, without limitation, the institution of such actions and the recovery of interest and expenses as are provided in this Article 12.

12.1.2 The Residential Board shall have a lien (the "**Residential Board's Lien**") for all unpaid Residential Common Charges, Special Assessments, other sums payable to it as if part of Residential Common Charges or amounts otherwise due to the Residential Board (together with interest thereon as provided in this Article) from a delinquent Residential Unit Owner. Such lien(s) shall be subordinate only to liens for real estate taxes and other assessments by taxing authorities and, to the extent required by applicable Law, to prior recorded mortgages on the Residential Unit(s) of such delinquent Residential Unit Owner(s), which are first mortgages of record. Without limiting any of the foregoing, the Residential Board may: (w) bring an action to foreclose the Residential Board's Lien in accordance with Section 339-aa of the Real Property Law; (x) purchase the interest of the owner of such Residential Unit at a foreclosure sale resulting from any such action; (y) proceed by appropriate judicial proceedings to enforce the specific performance or observance by the defaulting Residential Common Charge Obligor of the applicable provisions of the Declaration or these Residential By-Laws from which default arose; or (z) exercise any other remedy available at law or in equity; however, in the event the net proceeds received on a foreclosure sale are insufficient to satisfy the defaulting Residential Unit Owner's obligations, there shall be no further cause of action against such Residential Unit Owner with respect to such deficit. Each of the remedies herein described as well as any other remedy available at law or in equity may be exercised concurrently or sequentially. Any Registered Mortgagee may bid in a foreclosure sale of any Residential Unit.

12.1.3 The Residential Board shall not record any notice of any Residential Board's Lien prior to the date on which all applicable notice and grace periods (including cure periods to which any Registered Mortgagee may be entitled) in respect of the default(s) giving rise to the Residential Board's Lien have expired. Subject to the requirements with respect to notice, grace and cure periods set forth in the preceding sentence, the pendency of an Arbitration with respect to the obligations giving rise to any such lien shall not serve to prevent the Residential Board from recording any Residential Board's Lien; however, no proceedings or filings in furtherance thereof (other than as may be required in order to preserve the validity and priority of the lien so recorded) shall be had or made, as the case may be, until the resolution of the Arbitration with respect thereto, and to the extent it shall be determined in Arbitration that the Residential Board was not entitled to record all or any portion of such Residential Board's Lien, the Residential Board shall, as promptly as practicable following such determination and at the Residential Board's expense, cause its Residential Board's Lien (or portion thereof) to be released and discharged. The Residential Board's Lien shall be effective from and after the time of recording in the public records of Queens County of a claim of lien stating the description of the Residential Unit, the name, if any, and the address of the Residential Unit, the City Register's File Number (or other identifying recording information) of record of the Declaration, the name of the record owner, the amount due and purpose of such amount and the date when due. Subject to the penultimate sentence of Section 12.1.4 hereof, such claim of lien shall include only sums which are due and payable when the claim of lien is recorded and shall be signed and verified by an officer or agent of the Residential Board. Upon full payment of all sums evidenced by the lien including, without

limitation, interest at the Default Rate, the party making payment shall be entitled to a recordable satisfaction of lien to be recorded at its expense. Liens for unpaid General Common Charges may also be reduced to a personal money judgment against the Residential Unit Owner or may be foreclosed by suit brought in the name of the Residential Board or the Residential Unit Owner asserting the lien in the same manner as a contract or other action (and without waiving the lien securing the same); provided, however, that no Residential Unit Owner shall be liable to the Residential Board for any deficiency with respect to a Residential Unit owned by such Residential Unit Owner and upon which the Residential Board has foreclosed its Residential Board's Lien. In the event of the foreclosure of such lien, the Residential Board shall have the power to bid on the Residential Unit at foreclosure sale and to acquire, hold, lease, mortgage and convey such Residential Unit.

12.1.4 The Residential Board shall charge any delinquent General Common Charge Obligor: (i) a late charge of $.04 for each dollar of such amounts which remain unpaid for more than ten (10) days from their initial due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid); (ii) interest at the Default Rate on such unpaid amounts (exclusive of any "late charges" theretofore collected on such amounts) computed from the due date thereof to the date payment is actually received from the delinquent General Common Charge Obligor; and (iii) if the Residential Board incurs any fees or expenses (regardless of whether the Residential Board institutes a suit or other proceeding) to collect sums due hereunder, all expenses, including, without limitation, attorneys' fees and expenses paid or incurred by the Residential Board or by any Managing Agent in any proceeding brought to collect such unpaid General Common Charges or in an action to foreclose a Residential Board's Lien with respect to such delinquent Person's Residential Unit(s). All such late charges, interest, expenses and fees shall be added to and shall constitute General Common Charges payable by such General Common Charge Obligor (and the Residential Board's Lien, as applicable, shall also secure the payment of such additional sums). A suit to recover a money judgment for unpaid General Common Charges shall be maintainable without foreclosing or waiving the lien securing such charges.

12.2 Other Defaults Under the Condominium Documents.

12.2.1 The violation of any of the Residential Rules and Regulations or the breach of any provision of these Residential By-Laws, or the breach of any provision of the Declaration, shall give the Residential Board the right, in addition to any other rights set forth in these Residential By-Laws or the Declaration, (i) to enter any Residential Unit, Residential Common Elements or Residential Limited Common Elements in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Residential Unit Owner; any structure, thing or condition resulting in such violation or breach and the Residential Board shall not thereby be deemed guilty or liable in any matter of trespass, and/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, provided that the Residential Board gives the Residential Unit Owner notice (which may be by telephone) that such violation exists, that repairs or replacements are necessary and that the Residential Board will complete such repairs or replacements in the event the Residential Unit Owner does not promptly act or complete the repairs or replacements, and/or (iii) to levy such fines and penalties as the Residential Board may deem appropriate, and the Residential

Board shall have the same remedies for non-payment of such fines and penalties as for non-payment of Residential Common Charges.

12.2.2 The violation or breach of any of the provisions of these Residential By-Laws, any of the Residential Rules and Regulations or the Declaration with respect to any rights, easements, privileges or licenses granted to Declarant or their designees shall give to Declarant or their designees, as the case may be, the right, in addition to any other rights set forth in these Residential 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.

12.2.3 In the event that any Residential Unit Owner, after receipt of written notice from the Residential Board, fails or neglects in any way to perform any of its obligations with respect to the maintenance, repair or replacement of its Residential Unit as provided in the Condominium Documents or of any Residential Limited Common Element for which such Residential Unit Owner is responsible under the Declaration or these Residential By-Laws, the Residential Board may perform or cause to be performed such obligation unless such Residential Unit Owner, within five (5) days after receiving notice of such default by the Residential Board, cures such default, or in the case of a default not reasonably susceptible to cure within such period, commences and thereafter prosecutes to completion, with due diligence, the curing of such default. All sums expended and all costs and expenses incurred in connection with the making of any such painting, decorating, maintenance, repair or replacement in such Residential Unit Owner's Unit or to any such Residential Limited Common Element for which such Residential Unit Owner is responsible as aforesaid, together with interest thereon at the Default Rate, shall be immediately payable by such Residential Unit Owner to the Residential Board and shall, for all purposes hereunder, constitute Residential Common Charges payable by such Residential Unit Owner.

12.3 Priority of Recourse Against Residential Unit Owners.

12.3.1 Notwithstanding anything to the contrary contained in this Article 12 and without limiting the rights of the Residential Board as set forth in the Residential By-Laws, the Residential Board shall in the first instance have the exclusive right of enforcement with respect to, and to exercise any remedy or recourse as against, a Residential Unit Owner as to whom or which any default under the Declaration, these Master By-Laws, the General Rules and Regulations, the Residential By-Laws and/or the Residential Rules and Regulations exists. The Residential Board shall, upon demand by the Master Board, use commercially reasonable efforts (and shall promptly, diligently and continuously attempt) to cause such defaulting Residential Unit Owner to cure such default (including, without limitation, through the exercise of all remedies available to the Residential Board under the Residential By-Laws). However, a default shall in no event be deemed to exist with respect to the Residential Board by reason of any action or inaction by, or a default existing with respect to, a Residential Unit Owner (or such Board's action or inaction with respect to the enforcement or cure of the same).

12.3.2 In the event the Residential Board fails, within forty-five (45) days after demand is made by the Master Board to cause the Residential Unit Owner in question to cure its non-monetary default under the Declaration or these Master By-Laws (or, if such default is such that the Residential Board cannot reasonably cause the Residential Unit Owner in question to cure the

same within such forty-five (45) day period, the Residential Board fails, as promptly as practicable within such forty-five (45) day period, to commence, and thereafter to proceed with diligence and continuity, to cause such Residential Unit to cure its default), then the Master Board shall be entitled to exercise its right to cure any such default in accordance with the applicable provisions of the Declaration or these Master By-Laws.

12.4 Grantee Liable for Unpaid Residential Common Charges; Statement of Defaults.

(a) To the extent applicable, upon any voluntary conveyance of a Residential Unit, the grantee of such Unit shall (subject to the proviso clause of the penultimate sentence of Section 12.1.3 above) be liable for all unpaid Residential Common Charges pertaining to such Residential Unit (which Residential Unit shall continue to be subject to any Residential Board's Lien existing as of the date of such conveyance), whether accrued and in respect of the period up to and including the date of such conveyance or in respect of the period following conveyance, but without prejudice to any right of the grantee to recover from the grantor any amounts paid by the grantee.

(b) Any Residential Common Charge Obligor may request from the Residential Board for the benefit of a prospective purchaser, lender or Occupant, or otherwise, a statement: showing the amount of unpaid Residential Common Charges pertaining to such Residential Common Charge Obligor; stating whether there exists any known default under the Declaration or these Residential By-Laws by the requesting Person, and if there are known defaults, specifying the nature thereof; stating the date and recording information of any amendments to the Declaration and these Residential By-Laws, and stating whether the Declaration and these Residential By-Laws are in full force and effect; and the Residential Board shall provide such statement within ten (10) Business Days after request therefor. The Residential Board shall be entitled to charge the requesting Residential Common Charge Obligor a reasonable fee for preparing and rendering said statement. Any Registered Mortgagee may request a similar statement with respect to a Residential Unit upon which it holds a Registered Mortgage, with any reasonable charge therefor to be paid by the applicable Residential Unit Owner. From time to time, the Residential Board may request a statement from each Residential Common Charge Obligor that, except as may be otherwise specified, the Residential Board is not in default under any of its obligations under the Declaration or these Residential By-Laws, and such other reasonable information as may be reasonably requested. The addressee of any such statement shall be entitled to rely thereon; and each statement delivered pursuant to this Section 12.4 shall act as a waiver of any claim between the addressee and the Residential Board or Person furnishing such statement to the extent such claim is based upon facts contrary to those asserted in. the statement and to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statement provided, however, that: (i) the issuance of such statement shall in no event subject the Residential Board to any liability for the negligent or inadvertent failure of the Residential Board to disclose correct and/or relevant information and (ii) such issuance shall not be construed to waive any rights of the issuer with respect to any audit of or adjustments to Residential Common Charges as provided for in the Declaration and/or these Residential By-Laws, or to challenge acts committed by a Residential Unit Owner for which approval by or consent of the Residential Board was required but not sought or obtained.

12.5 Title of Residential Board on Foreclosure. Subject to Section 13.6 of these Residential By-Laws, in the event of the Residential Board's purchase of any Unit at a foreclosure sale or in the event that any Residential Unit Owner (to the extent permitted in the Condominium Documents) shall convey its Unit to the Residential Board in accordance with Section 339-x of the Real Property Law, title to such Residential Unit shall be held by the Residential Board or its designee on behalf of all Residential Unit Owners, and the Residential Board shall have the power to hold, lease, mortgage, sell or otherwise deal with (but not vote either the General Common Interest or the Residential Interest appurtenant to) such Unit.

ARTICLE 13
SALES, LEASES AND MORTGAGES OF UNITS

13.1 Selling and Leasing. No Residential Unit Owner other than Declarant or its designees may sell or lease his or her Residential Unit without complying with the following provisions.

13.1.1 Right of First Refusal. Any Residential Unit Owner who receives a bona fide offer to (a) purchase his Residential Unit together with its Appurtenant Interests in the Common Elements or (b) lease his 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 "Outside Offeror" and the Residential Unit Owner to whom the Outside Offer is made is called an "Offeree Residential Unit Owner"), which he intends to accept, shall give notice, together with a copy of a signed agreement between the Outside Offeror and the Offeree Residential Unit Owner, by certified or registered mail to the Residential Board or by personal delivery upon any person so designated by the Residential Board, of the receipt of such Outside Offer. Said notice shall also state the name and address of the Outside Offeror, the terms of the proposed transaction and such other information as the Residential Board may reasonably require. The giving of such notice to the Residential Board shall constitute an offer by such Offeree Residential Unit Owner to sell his Residential Unit together with its appurtenant interest in the Common Elements or to lease his Residential Unit to the Residential Board, or its designee, corporate or otherwise, on behalf of all other Residential Unit Owners, upon the same terms and conditions as contained in such Outside Offer and shall also constitute a representation and warranty by the Residential Unit Owner who has received such Outside Offer, to the Residential Board on behalf of all Residential Unit Owners, that such Residential Unit Owner believes the Outside Offer to be bona fide in all respects. The Offeree Residential Unit Owner shall submit in writing such further information with respect thereto as the Residential Board may reasonably request. Not later than thirty (30) days after receipt of such notice together with such further information as may have been requested, the Board may elect, by sending written notice to such Offeree Residential Unit Owner before the expiration of said thirty (30) day period, by certified or registered mail, to purchase such Unit together with its Appurtenant Interest in the Common Elements 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 Residential Unit Owners, upon the same terms and conditions as contained in the Outside Offer and as stated in the notice from the Offeree Residential Unit Owner.

13.1.2 Residential Board Acceptance. If the Residential Board shall timely elect to purchase or lease such Residential Unit together with its Appurtenant Interests in the Common

Elements, or to cause the same to be purchased or leased by its designee, corporate or otherwise, title shall close or a lease shall be executed at the office of the attorneys for the Residential Board, in accordance with the terms of the Outside Offer, within sixty (60) days after the giving of notice by the Residential Board of its election to accept such offer. If, pursuant to such Outside Offer to purchase said Unit, the Outside Offeror was to assume or take title to the Residential Unit subject to the Offeree Residential 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. At the closing, the Offeree Residential Unit Owner, if such Residential Unit together with its Appurtenant Interests in the Common Elements is to be sold, shall convey the same to the Residential Board, or to its designee, on behalf of all other 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 Residential Unit Owner, who shall also pay all other taxes arising out of such sale. Real estate taxes (including water charges and sewer rents whether or not separately assessed), mortgage interest, if any, and Residential Common Charges shall be apportioned between the Offeree Residential Unit Owner and the Residential Board, or its designee, corporate or otherwise, as of the closing date. If such Residential Unit is to be leased, the Offeree Residential Unit Owner, as landlord, and the Residential Board, or its designee, corporate or otherwise, as tenant, shall execute a lease covering such Unit for the rental and term contained in such Outside Offer.

13.1.3 Residential Board's Waiver. If the Residential Board or its designee shall fail to accept such offer within thirty days after receipt of notice, as aforesaid, the Residential Board shall be deemed to have waived its right of first refusal, but such waiver shall only be effective if Residential Common Charges through and including the date of closing of title to such Residential Unit have been paid, and such Offeree Residential Unit Owner may consummate the sale or lease to the Outside Offeror. In the event that the Offeree Residential Unit Owner does not, within ninety (90) days following the expiration of said thirty (30) day period consummate the sale or lease of such Residential Unit to the Outside Offeror, then, should such Offeree Residential Unit Owner thereafter elect to sell such Residential Unit together with its Appurtenant Interest in the Common Elements or to lease such Unit, as the case may be, the Offeree Residential Unit Owner shall be required to again comply with all the terms and provisions of this Article 13.1.

13.1.4 Acceptance of Declaration, Master By-Laws and Residential By-Laws. Any deed to an Outside Offeror shall be deemed to provide that the acceptance thereof by the grantee shall constitute an affirmative acceptance and assumption of the provisions of the Declaration, the Master By-Laws, the General Rules and Regulations, these Residential By-Laws and the Residential Rules and Regulations, as the same may be amended from time to time.

13.1.5 Lease Requirements. Any lease executed in connection with the acceptance of any Outside Offer to lease a Residential Unit shall be consistent with these Residential By-Laws and shall provide that it may not be modified, amended, extended or assigned without the prior consent in writing of the Residential Board, that the tenant shall not assign his 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 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 his 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.

13.1.6 Form and Term of Lease. Except as hereinbefore set forth or as may be approved by Declarant, the form of any such lease executed by the Residential Board or an Outside Offeror shall be the then current form of apartment lease recommended by Julius Blumberg Inc. and shall contain such modifications as shall be approved in writing by the Residential Board or Declarant. Any lease executed by the Residential Board as tenant shall provide that the Residential Board may enter into a sublease of the premises without the consent of the landlord. No Residential Unit Owner shall lease his Residential Unit on a transient basis. In addition, any such lease shall provide that the tenant under the lease shall, at the request of the Residential Board, pay to the Residential Board any amounts due under the lease on account of any sums that the Residential Board claims are due and owing to the Residential Board. No lease shall be for a period which is less than six (6) months in order to avoid transient tenancies. The lease shall further provide that if the Residential Unit Owner fails to enforce any provision of the lease, that the Residential Board shall have the right, but not the obligation, to enforce any such provision of the lease or to seek to evict the tenant. Any expense incurred by the Residential Board in enforcing the terms of the lease, including legal fees, shall be deemed to be Residential Common Charges hereunder.

13.1.7 Default. Any purported sale or lease of a Residential Unit in violation of this Article 13.1 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 evict the purported tenant (in case of an unauthorized leasing), in the name of the said Residential Unit Owner as the purported landlord. Such Residential Unit Owner shall reimburse the Residential Board for all expenses (including attorneys' fees and disbursements) incurred in connection with such proceedings.

13.1.8 The foregoing restrictions of this Article 13.1 shall not apply to Unsold Residential Units. Declarant and its designees shall have the right freely to sell such Unsold Residential Units or freely to lease (on such terms and using such forms as they deem appropriate) all or any part thereof without first having to offer the same for sale or lease to the Residential Board.

13.2 Consent of Residential Unit Owners to Purchase or Lease of Residential Units by Residential Board. If the Residential Board elects to purchase any Residential Unit on behalf of the Residential Unit Owners rather than to transfer its rights to a designee, the Residential Board shall neither exercise any option hereinabove set forth to purchase or lease any Residential Unit without the prior approval of a majority of Residential Unit Owners. Any such approval will not be required for a designee of the Residential Board.

13.3 No Severance of Ownership. No Residential Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his Residential Unit without including therein its Appurtenant Interests in the Common Elements, 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 Appurtenant Interests in the Common Elements of any

Residential Unit may be sold, conveyed or otherwise disposed of, except as part of a sale, conveyance or other disposition of the Residential Unit to which such interests are appurtenant or as part of a sale, conveyance or other disposition of such part of the Appurtenant Interests in the Common Elements of all Residential Units.

13.4 Release by Residential Board of Right of First Refusal. The right of first refusal contained in Article 13.1 may be released or waived by the Residential Board only in the manner provided in Articles 13.1.3 and 13.5. 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 Interests in the Common Elements may be sold, conveyed or leased, free and clear of the provisions of Article 13.1, except that such release or waiver shall only be effective if Residential Common Charges through and including the date of closing of title to such Residential Unit have been paid.

13.5 Certificate of Termination of Right of First Refusal. A certificate executed and acknowledged by the Secretary or Assistant Secretary of the Residential Board stating either that the provisions of Article 13.1 have been met by a Residential Unit Owner or that the right of first refusal contained therein has been duly released or waived by the Residential Board subject to the provisions of Article 13.4, and that as a result thereof the rights of the Residential Board thereunder have terminated, 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 in respect to whom the provisions of Article 13.1 have, in fact, terminated. The Residential Board may establish a reasonable fee for such certificate from time to time.

13.6 Financing of Purchase of Residential Units 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 approval of the majority of the Residential Unit Owners has been obtained. If the funds in such accounts are insufficient to effectuate any such purchase, the Residential Board may levy an assessment against each Residential Unit Owner in proportion to his respective Residential Common Interest as a Residential Common Charge, and/or the Residential Board may, in its discretion, finance the acquisition of such Residential Unit; provided, however, that no such financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Residential Unit to be purchased together with its Appurtenant Interests in the Common Elements.

13.7 Exceptions. The provisions of Article 13.1 shall not apply with respect to any lease, sale or conveyance of any Residential Unit together with its Appurtenant Interests in the Common Elements by: (a) the Residential Unit Owner thereof to his spouse, adult children, parents, parents in law, adult siblings or to any one or more of them or to any related or controlled entity of the Residential Unit Owner thereof; (b) Declarant or its designee; (c) the Residential Board; (d) the Master Board; (e) any proper officer conducting the sale of a Residential Unit in connection with the foreclosure of a mortgage or other lien covering such Residential Unit or delivering a deed in lieu of such foreclosure; or (f) a Permitted Mortgagee or his nominee, who has acquired title to any Residential Unit at any foreclosure sale of his 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 his Residential Unit subject to, the provisions of this Article 13.

13.8 Gifts and Devises, etc. Any Residential Unit Owner shall be free to convey or transfer his Residential Unit by gift, or may devise his Residential Unit by will or have his Residential Unit pass by intestacy, without restriction, provided, however, that each succeeding Residential Unit Owner shall be bound by, and his Residential Unit subject to, the provisions of this Article 13.

13.9 Waiver of Right of Partition With Respect to Residential Units Acquired on Behalf of Residential Unit Owners as Tenants in Common. If any Residential Unit shall be acquired by the Residential Board or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, as tenants in common, all such Residential Unit Owners shall be deemed to have waived all rights of partition with respect to such acquired Unit and the entire Property as herein provided.

13.10 Payment of Assessments. No Residential Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate or lease his Residential Unit unless and until he shall have paid in full to the Residential Board all unpaid Residential Common Charges heretofore assessed against such Residential Unit and until such Residential Unit Owner shall have satisfied all unpaid liens against his Residential Unit, other than Permitted Mortgages.

13.11 Mortgage of Residential Units. Subject to this Article 13, each Residential Unit Owner shall have the right to mortgage his Residential Unit without restriction, provided that any such mortgage covering a Residential Unit shall be substantially in the form of the New York statutory form of mortgage, except for such changes or additions as may be required in order to permit a particular bank, trust company, insurance company, savings and loan association or other institutional or non-institutional lender to make the mortgage loan.

13.12 Restriction on Sale and Advertising. Notwithstanding the foregoing provisions, Residential Unit Owners are hereby advised that prior to the First Residential Unit Closing and before the earlier of twelve (12) months after the First Residential Unit Closing, or seventy-five (75%) percent of the Residential Units in the Building have closed, Residential Purchasers shall not list their Unit(s) for resale or rental with any broker or advertise or otherwise offer, promote, or publicize the availability of the Residential Unit(s) for sale or lease, without Sponsor's and the Residential Board's prior written consent. This provision shall survive closing and shall apply to Residential Unit Owners who occupy their Units as well as investors.

In addition, Residential Purchasers are not permitted to resell their Residential Unit(s) without the prior written consent of Sponsor, which consent shall not be unreasonably withheld, until the earlier of twelve (12) months after the First Residential Unit Closing or seventy-five (75%) percent of the Residential Units in the Building have closed. Notwithstanding the foregoing, upon acceptable written evidence, Sponsor shall not withhold its consent to the resale of a Residential Unit in the event of undue hardship due to the death of a Purchaser or a Purchaser's immediate family member, the involuntary loss of a Purchaser's employment, the need to relocate outside New York City or the bankruptcy or insolvency of a Purchaser.

In the event Sponsor grants a Unit Owner consent for the resale of a Unit within the first twelve (12) months after the First Residential Unit Closing or prior to the closing of 75% of the

Residential Units in the Building, said Unit Owner shall, in connection with such resale, pay to Sponsor a fee in the amount of 5% of the Sales Price of the resold Unit.

13.13 Residential Registered Mortgagee Requirements; Rights of Residential Registered Mortgagees.

(a) The term "**Residential Registered Mortgage**" as used herein shall mean a mortgage, as the same may be amended, modified or restated from time to time, given to secure the repayment of money or other obligation owed by a Residential Unit Owner: (i) which shall comply with the provisions of this Article 13; and (ii) a true and correct copy of such mortgage has been delivered to the Secretary of the Residential Board, together with a certification by the indebted Residential Unit Owner or the mortgagee confirming that such copy is a true and correct copy of the mortgage in question. In the event of any assignment of a Residential Registered Mortgage or in the event of a change of address of a Residential Registered Mortgagee or of an assignee of such Residential Registered Mortgage, notice of the new or changed name and address shall be provided to the Secretary of the Residential Board. The term "**Residential Registered Mortgagee**" as used herein shall mean the record holder of a Residential Registered Mortgage from time to time (subject to the preceding sentence). All Residential Registered Mortgages shall be deemed to include (whether or not such mortgage in fact includes) an express provision acknowledging: (y) that the lien of such mortgage is and shall be subordinate to the Declaration, the Master By-Laws and these Residential By-Laws (and the provisions thereof and hereof) but superior to the Residential Board's Lien to the extent set forth in Section 12.1.2 above; and (z) that the mortgagee (and its successors and assigns) will take title (whether by foreclosure, deed-in-lieu of foreclosure or otherwise) subject to the Declaration, the Master By-Laws and these Residential By-Laws.

(b) If a Residential Unit Owner or its Residential Registered Mortgagee shall have served on the Secretary of the Residential Board, as described in the preceding subparagraph, a notice ("**Residential RM Notice**") specifying the name and address of such Residential Registered Mortgagee, such Residential Registered Mortgagee shall be given a copy of each and every notice of the occurrence of a default or an Event of Default (including, without limitation, all notices (including notices that the Residential Board or another Person intends to cure an Event of Default) described in Sections 12.1, 12.2, 12.5 and 12. hereof) required or permitted to be given to such Residential Registered Mortgagee's mortgagor pursuant to the Declaration, the Master By-Laws or these Residential By-Laws at the same time as and whenever such notice shall thereafter be given thereunder or hereunder, at the address last furnished by the applicable Residential Unit Owner, or Residential Registered Mortgagee. After receipt of an Residential RM Notice from a Residential Unit Owner or Residential Registered Mortgagee, no notice of the occurrence of a default or an Event of Default thereafter given with respect to such Residential Registered Mortgagee's mortgagor under the Declaration, the Master By-Laws or these Residential By-Laws by the Residential Board or any other party entitled to give such notice shall be effective as to such Residential Registered Mortgagee unless and until a copy thereof shall have been so given to the Residential Registered Mortgagee(s). If a Residential Registered Mortgage so provides or otherwise requires, then any insurance proceeds or condemnation award payable to a Residential Unit Owner pursuant to the provisions hereof shall, upon notice from a Residential Registered Mortgagee of such mortgagor, be delivered instead to such Person's Residential Registered

Mortgagee but applied as provided in the applicable provisions of the Declaration, the Master By-Laws and these Residential By-Laws.

(c) If more than one Residential Registered Mortgagee having a lien on a Residential Unit has exercised any of the rights afforded by this Section 13.13, only that Residential Registered Mortgagee, to the exclusion of all other Residential Registered Mortgagees, whose Residential Registered Mortgage is most senior in priority of lien with respect to such Residential Unit (the "**Senior Residential RM**") shall be recognized by the other Residential Unit Owners and the Residential Board as having exercised such right, for so long as such Residential Registered Mortgagee shall be diligently exercising its rights hereunder with respect thereto; provided, however, that by written notice to the Residential Board, such Residential Registered Mortgagees may designate one of them which is not most senior in priority to be deemed the Senior Residential RM for purposes of this Section 13.13(c).

(d) Each Residential Registered Mortgagee shall have the right, but not the obligation, to cure any Event of Default by such Residential Registered Mortgagee's mortgagor. The Residential Board and all Residential Unit Owners shall accept performance by a Residential Registered Mortgagee (or its designee or nominee) of any covenant, condition or agreement on the part of a Residential Unit Owner to be performed hereunder with the same force and effect as though performed by such Residential Registered Mortgagee's mortgagor, even if such performance is after the applicable time period set forth in clause (e) below.

(e) Notwithstanding any other provision of the Declaration, the Master By-Laws or these Residential By-Laws to the contrary, upon the occurrence of an Event of Default by a Residential Unit Owner, no remedies contemplated under the Condominium Documents (other than (x) the remedies set forth in Section 12.4.1 hereof; (y) giving a notice pursuant to the first sentence of Section 12.5 hereof; and (z) unless clause (2) of this sentence applies and the applicable Non-Monetary Event of Default is not an Event of Default under Section 12.1.1(d) or Section 12.1.1(e) hereof, the remedies set forth in Section 12.2.1 hereof) shall be exercised by the Residential Board or any Residential Unit Owner with respect thereto if a Residential Registered Mortgagee if such Residential Unit Owner shall (1) with respect to a Monetary Event of Default, within thirty (30) days following its receipt of any notice to the effect that a Monetary Event of Default has occurred with respect to its mortgagor, cure (or cause to be cured) such Monetary Event of Default, (2) with respect to any Non-Monetary Event of Default that is reasonably capable of being cured without owning or controlling the applicable Residential Unit, within thirty (30) days following its receipt of any notice to the effect that such Non-Monetary Event of Default has occurred with respect to its mortgagor (a "**Residential Default Notice**"), cure (or cause to be cured) such Non-Monetary Event of Default, or (3) with respect to any Non-Monetary Default in respect of which ownership or control of the applicable Residential Unit is reasonably necessary to cure the Non-Monetary Event of Default in question, within ninety (90) days following its receipt of a Residential Default Notice with respect thereto, commence to cure (or cause to be cured) the applicable Non-Monetary Event of Default, which cure may consist solely of exercising diligent efforts to obtain ownership or control of the applicable Residential Units, and then diligently and continuously pursue such cure until completion.

(f) In addition, notwithstanding any provision hereof to the contrary, if one or more Events of Default have occurred with respect to a Residential Unit Owner, but such defaulting Person's Residential Registered Mortgagee is taking the actions described in the preceding subparagraph (e) (as and when provided therein) with respect to, and/or has cured, each such Event of Default, then: (i) the Residential Registered Mortgagee shall be entitled to vote at all Residential Unit Owners Meetings the Residential Common Interest that the Residential Unit Owner would otherwise have been entitled to vote thereat and to give any consent or approval that its mortgagor could have given, which shall be granted or withheld under the same terms as are applicable to its mortgagor, as if such Residential Registered Mortgagee were its mortgagor; (ii) the Residential Registered Mortgagee shall be entitled to vote at all Unit Owners Meetings the General Common Interest that the Residential Unit Owner would otherwise have been entitled to vote thereat and to give any consent or approval that its mortgagor could have given, which shall be granted or withheld under the same terms as are applicable to its mortgagor, as if such Residential Registered Mortgagee were its mortgagor; and (iii) the Residential Board and Master Board, as the case may be, shall rely (and be entitled to rely) on the votes of or actions taken by the Residential Registered Mortgagee in determining the appropriateness of any action to be taken. The rights of a Residential Registered Mortgagee under the preceding sentence shall remain in effect until the Secretary of the Residential Board receives the written notice described in the last sentence of Section 2.9.5 hereof and the last sentence of Section 3.7 hereof. Payment or performance of any obligation of a Residential Unit Owner by a Residential Registered Mortgagee (prior to the date on which such Residential Registered Mortgagee or its assignee or designee or nominee shall take title to the defaulting Residential Unit Owner's Unit) shall not give rise to any obligation on the part of the Residential Registered Mortgagee to continue to pay or perform in the future.

13.14 Advertisements and Resale

Prior to the First Residential Unit Closing and before the earlier of twelve (12) months after the First Residential Unit Closing, or seventy-five (75%) percent of the Residential Units in the Building have closed, Residential Purchasers shall not list their Unit(s) for resale or rental with any broker or advertise or otherwise offer, promote, or publicize the availability of the Residential Unit(s) for sale or lease, without Declarant's and the Residential Board's prior written consent. This provision shall survive closing and shall apply to Residential Unit Owners who occupy their Units as well as investors.

In addition, Residential Purchasers are not permitted to resell their Residential Unit(s) without the prior written consent of Declarant, which consent shall not be unreasonably withheld, until the earlier of twelve (12) months after the First Residential Unit Closing or seventy-five (75%) percent of the Residential Units in the Building have closed. Notwithstanding the foregoing, upon acceptable written evidence, Declarant shall not withhold its consent to the resale of a Residential Unit in the event of undue hardship due to the death of a Purchaser or a Purchaser's immediate family member, the involuntary loss of a Purchaser's employment, the need to relocate outside New York City or the bankruptcy or insolvency of a Purchaser.

In the event Declarant grants a Unit Owner consent for the resale of a Unit within the first twelve (12) months after the First Residential Unit Closing or prior to the closing of 75% of the Residential Units in the Building, said Unit Owner shall, in connection with such resale, pay to Declarant a fee in the amount of 5% of the Sales Price of the resold Unit.

ARTICLE 14
ARBITRATION

14.1 Any Arbitration required pursuant to these Residential By-Laws shall be conducted in the manner set forth in the Master By-Laws.

ARTICLE 15
RESIDENTIAL RULES AND REGULATIONS

15.1 Residential Rules and Regulations. The Residential Board may adopt Residential Rules and Regulations from time to time, which shall be non-discriminatory and uniformly applied. None of the Residential Rules and Regulations shall be in conflict with these Residential By-Laws or the Declaration. Notice and a copy of any newly adopted Residential Rules and Regulations or any modifications, amendments or additions thereto shall be given by the Residential Board to each Residential Unit Owner and each other Board not less than thirty (30) days prior to the effective date thereof, and the effectiveness and enforceability thereof shall in no event require the amendment of the Declaration or these Residential By-Laws.

ARTICLE 16
AMENDMENTS TO DECLARATION AND/OR RESIDENTIAL BY-LAWS

16.1 Amendments to Declaration. Amendments to the Declaration shall be made in the manner set forth in the Master By-Laws.

16.2 Amendments to these Residential By-Laws. Subject to the provisions contained in the Declaration, the Master By-Laws and these Residential By-Laws with respect to amendments affecting Declarant or any Unsold Residential Unit, any provision of these Residential By-Laws affecting the Residential Common Elements, the Residential Section or all Residential Unit Owners may be amended, modified, added to or deleted by affirmative vote of at least sixty six and two-thirds (66-2/3%) in number and Residential Common Interest of all Residential Unit Owners, provided, however, that the Residential Common Interest appurtenant to each Residential Unit as expressed in the Declaration shall not be altered without the written consent of all Residential Unit Owners affected thereby. Subject to the provisions contained in the Declaration, the Master By-Laws and these Residential By-Laws with respect to amendments, modifications, additions or deletions affecting Declarant or any Unsold Residential Units, any such amendment, modification, addition or deletion shall be executed by the Residential Board, as 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.

16.3 Amendments Affecting Declarant or Unsold Residential Units. Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition or deletion of or to these Residential By-Laws, the Declaration or the Residential Rules and Regulations shall be effective in any way against either: (a) Declarant or the Holder of any Unsold Residential Units, unless Declarant or the Holder of any Unsold Residential Units with respect to Residential Units

owned by them, has given its prior written consent thereto; or (b) the holder of any present or future mortgage, pledge or other lien or security interest covering any Unsold Residential Unit unless such holder has given its prior written consent thereto.

16.4 Amendments Affecting Residential Permitted Mortgagees. Notwithstanding any provision contained herein to the contrary, no modification, addition, amendment or deletion of or to Article 13 or shall be effective as against the holder of any Residential Permitted Mortgagee heretofore made unless such holder has given its prior written consent thereto.

16.5 Recording of Amendments. No Amendment to these Residential By-Laws shall be effective until approved in accordance with the applicable provisions of the Condominium Documents and recorded in the Register's Office.

ARTICLE 17
INSURANCE TRUSTEE

The Insurance Trustee shall be a bank or trust company having an office located in the City of New York, designated by the Residential Board and having a capital surplus and undivided profits or $500,000,000 or more. In the event the Insurance Trustee resigns or is replaced by the Residential Board, the Residential Board shall appoint a new Insurance Trustee which shall be a bank or trust company having an office located in the City of New York and having a capital surplus and undivided profits of $500,000,000 or more. The Residential Board shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a Residential 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.

ARTICLE 18
MISCELLANEOUS

18.1 Approvals and Consents.

18.1.1 Wherever the consent or approval of Declarant is required under these Residential By-Laws or the Declaration, such consent or approval shall not be required when such Person (either directly or through its affiliates) no longer owns any Residential Units.

18.1.2 Any approval or consent of a Board, Declarant or any Unit Owner or Board Member required under the Declaration or these Residential By-Laws may, except to the extent expressly provided to the contrary in the Declaration or these Residential By-Laws, be granted or withheld in such Person's sole discretion. Whenever the approval or consent of a Board or any Unit Owner or Board Member is required under the Declarations or these Residential By-Laws not to be unreasonably withheld, such approval shall also not be unreasonably conditioned or delayed.

18.1.3 Notwithstanding that the consent and/or approval of any Board or Unit Owner may be required for or with respect to any particular matter, there shall be no separate or further requirement to obtain the consent or approval of the Managing Agent for any of the foregoing Persons.

18.1.4 Notwithstanding any other provision of the Declaration and By-Laws, with respect to any right of approval or consent granted to any Person by virtue of any "affect" or "impact" on it or any portion of the Property owned or controlled by it, in each instance the "affect" alleged must relate to the unique circumstances of such Person and the portion(s) of the Property owned or controlled by it; and no specific right of approval or consent shall apply with respect to any such matter which affects or impacts all Unit Owners, all General Common Charge Obligors, the Parking Unit Owner, the Residential Board, the Office Board and the Retail Board, as the case may be, simply by virtue of their status as Unit Owners, General Common Charge Obligors, Unit Owner or Board, as the case may be.

18.2 Waiver. No provision contained in the Declaration, these Residential By-Laws or the Residential Rules and Regulations shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches thereof which may occur.

18.3 Captions. The index hereof and 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 Residential By-Laws or the intent of any provision hereof.

18.4 Conflicts. In the event of a conflict between: (i) the terms of the Declaration and those of any of the Master By-Laws, Residential By-Laws or Office By-Laws, the terms of the Declaration shall in all events govern; (ii) the terms of the Master By-Laws and those of the Residential By-Laws or the Office By-Laws, the terms of these Master By-Laws shall in all events govern: and (iii) the terms of any General Rules and Regulations and those of the Residential Rules and Regulations (as defined in the Offering Plan), Office Rules and Regulations (as defined in the Offering Plan), Retail Rules and Regulations (as defined in the Offering Plan), or Parking Rules and Regulations (as defined in the Offering Plan) the terms of any General Rules and Regulations shall in all events govern.

18.5 Certain References.

18.5.1 A reference in these Residential 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.

18.5.2 The terms "herein," "hereof" or "hereunder" or similar terms used in these Residential By-Laws refer to these entire Residential By-Laws and not to the particular provision in which the terms are used.

18.5.3 Unless otherwise stated, all references herein to Articles, Sections, subsections, paragraphs, subparagraphs or other provisions are references to Articles, Sections or other provisions of these Residential By-Laws.

18.6 Severability. Subject to the provisions of the Declaration, if any provision of these Residential By-Laws is invalid or unenforceable as against any Person or under certain circumstances, the remainder of these Residential By-Laws and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of these Residential By-Laws shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by law.

18.7 CPI Increases. All specific dollar amounts set forth in these Residential By-Laws or the Declaration shall be adjusted by the CPI Increase Factor except to the extent otherwise provided. For such purposes, the "**CPI Increase Factor**" means an increase proportionate to any increase in the cost of living from the date of the initial recording of the Declaration, as reflected by the change in the Consumer Price Index (CPI-U; All Items; 1982-84 = 100 standard reference base period) for New York, New York (or the smallest measured area including New York, New York), as published by the Bureau of Labor Statistics, United States Department of Labor or, if the same ceases to be published, a commonly used substitute therefor reasonably selected by the Master Board (such index or substitute, the "**Consumer Price Index**").

18.8 Covenant of Further Assurances.

18.8.1 Any party which is subject to the terms of these Residential By-Laws, whether such party is a Residential Unit Owner, a lessee or sublessee of a Residential Unit Owner, an Occupant of a Residential Unit, a member or an officer of the Residential Board, a Residential Registered Mortgagee or otherwise, shall, at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action, as such other party may reasonably request, as shall be reasonably necessary to effectuate the provisions of these Residential By-Laws or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction (but without expanding the scope of any liability or obligation on the part of the cooperating party beyond that set forth in the Condominium Documents).

18.8.2 If any Residential Unit Owner or any other party which is subject to the terms of these Residential By-Laws fails to execute, acknowledge or deliver any instrument, or fails or refuses to take any action which such Residential Unit Owner or other party is required to perform pursuant to one or more specific provision of these Residential By-Laws, in each case (unless a specific provision with respect thereto is provided for elsewhere in the Condominium Documents) within fifteen (15) Business Days after request therefor and within five (5) Business Days after receipt of a second request therefor (which second request shall be accompanied by a copy of the initial request (and any supporting materials) and stating in bold print: "THIS IS A SECOND AND FINAL REQUEST FOR YOU TO EXECUTE, ACKNOWLEDGE AND/OR DELIVER THE DOCUMENTS, OR TO TAKE THE ACTIONS, DESCRIBED IN THE ENCLOSED PRIOR REQUEST THEREFOR, WHICH IS REQUIRED UNDER THE TERMS OF THE

CONDOMINIUM DECLARATION AND/OR BY-LAWS. YOUR FAILURE TO EXECUTE, ACKNOWLEDGE AND/OR DELIVER THE DOCUMENTS, OR TO TAKE THE ACTIONS, AS THE CASE MAY BE, WITHIN FIVE BUSINESS DAYS FROM THE DATE HEREOF SHALL ENTITLE THE RESIDENTIAL BOARD TO DO SO ON YOUR BEHALF.", then the Residential Board is hereby authorized, as attorney-in-fact, coupled with an interest, for such Residential Unit Owner or other party, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Residential Unit Owner or other party, and such instrument or action shall be binding on such Residential Unit Owner or other party, as the case may be. Any dispute with respect to the foregoing shall be subject to Arbitration; provided, the Person refusing to execute, acknowledge or deliver any such instrument, or refusing to take any such action, expressly renders such refusal in writing (together with its rationale for such refusal) within the time period(s) provided in this Section 18.8.2.

SCHEDULE A

RULES AND REGULATIONS OF THE RESIDENTIAL SECTION OF FLUSHING COMMONS

1. The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any other purpose than ingress to and egress from the Units.

2. No article (including, but not limited, to, garbage cans, bottles or mats) shall be placed in any of the halls or on any of the staircases or fire tower landings of the Building, nor shall any fire exit thereof be obstructed in any manner. Nothing shall be hung or shaken from any doors, windows, roofs or patios or placed upon the windowsills of the Building.

3. Neither occupants nor their guests shall play in the entrances, passages, public halls, elevators, vestibules, corridors, or stairways of the Building.

4. Except as otherwise provided in the By Laws, no public hall, public elevator, or vestibule of the Building shall be decorated or furnished by any Residential Unit Owner in any manner.

5. Each Residential Unit Owner shall keep his 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 substances.

6. No window guards or other window decorations shall be used in or about any Residential Unit except such as shall have been approved in writing by the Board or the managing agent thereof, which approval shall not be unreasonably withheld or delayed. Each Residential Unit Owner shall notify the Managing Agent in writing when a child or children under the age of eleven (11) years lives or resides (even temporarily) in the Residential Unit.

7. No radio or television aerial shall be attached to or hung from the exterior of the Building and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the Building except such as are permitted pursuant to the Declaration or the By Laws or as set forth in the Offering Plan for the Flushing Commons Condominium or shall have been approved in writing by the Board or the managing agent thereof; nor shall anything be projected from any window of a Residential Unit without similar approval.

8. No ventilator or air conditioning device shall be installed in any Residential Unit without the prior written approval of the Board, which approval may be granted or refused in the sole discretion of the Board.

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 Residential Unit Owner shall make or permit any disturbing noises or activity in the Building, or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other Residential Unit Owners or tenants. No Residential Unit Owner

shall play upon or suffer to be played upon any musical instrument, or operate or permit to be operated a phonograph, radio, television set, loudspeaker, or other sound amplification device in such Residential Unit Owner's Unit between midnight and the following 7:00 a.m., if the same shall disturb or annoy other occupants of the Building, and in no event shall practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 p.m. and the following 9:00 a.m. No construction 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.

11. No bird, reptile or animal (hereinafter "Pets") shall be permitted, kept or harbored in the Building unless the same in each instance shall have been expressly permitted in writing by Sponsor or the Board or the managing agent of the Building and such consent, if given, shall be revocable by the Board, Sponsor or such managing agent at any time to the extent that any such Pet creates a nuisance. In no event shall any Pets be permitted in any public elevator in the Building, or in any of the public portions of the Building, unless carried or on a leash. No pigeons or other birds or animals shall be fed from the windowsills, terraces or other public portions of the Building or on the sidewalk or street adjacent to the Building.

12. No refuse from the Units shall be sent to the compactor room in the cellar of the Building except at such times and in such a manner as the Board or the managing agent thereof may direct.

13. Water closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were designated, 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 Residential Unit.

14. No occupant of the Building shall send any employee of the Condominium or of the managing agent out of the Building on any private business.

15. The agents of the Board or the managing agent thereof, and any contractor or workman authorized by the Board or the managing agent thereof, may enter any room or Residential Unit at any reasonable hour of the day, on at least one (1) day's prior notice to the Residential Unit Owner, for the purpose of inspecting such Residential Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests; however, such entry, inspection and examination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Residential Unit for its permitted purposes.

16. No cooking shall be permitted in any Residential Unit not especially constructed and equipped therefore.

17. Corridor doors shall be kept closed at all times except when in actual use of ingress or egress to and from public corridors.

18. The Board or the managing agent thereof shall be entitled to retain a pass key to each Residential Unit. If any lock is altered or a new lock is installed, the Board or the managing agent shall be provided with a key thereto immediately upon such alteration or installation. If the Residential Unit Owner is not personally present to open and permit an entry to his Residential Unit at any time when 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 or the managing agent thereof, then the Board or such managing agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the managing agent) may forcibly enter such Residential Unit with liability for damages or trespass by reason thereof (if during such entry reasonable care is given to such Residential Unit Owner's property.)

19. No vehicle belonging to a Residential Unit Owner or to a member of the family or guest, tenant or employee of a Residential Unit Owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from the Building.

20. The Board or the managing agent thereof may from time to time curtail or relocate any portion of the Common Elements devoted to storage or service purposes in the Building.

21. Complaints regarding the service of the Condominium shall be made in writing to the Board or to the managing agent thereof.

22. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board.

23. Residential Unit Owners, their families, guests, servants, employees, agents, visitor or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the Building. This restriction shall not restrict (i) use of the Building's common roof terrace, in accordance with the terms of the Offering Plan or (ii) a Residential Unit Owner's use of a private Terrace (including Roof Terrace) appurtenant to its Residential Unit, if such Terrace is located on the roof or a roof setback.

24. Residential Unit Owners shall not cause or permit any unusual or objectionable noises or odors to be produced upon or to emanate from their Units or any terrace or patio appurtenant thereto.

25. No Residential Unit Owner or any of his agents, servants, employees, licensees or visitors shall at any time bring into or keep in his Residential Unit any inflammable, combustible or explosive fluid, material, chemical or substances, except as shall be necessary and appropriate for the permitted uses of such Residential Unit.

26. If any key or keys are entrusted by a Residential Unit Owner or by any member of his family or by his agent, servant, employee, licensee or visitor to an employee of the Condominium or of the managing agent thereof, whether for such Residential Unit Owner's Unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Residential Unit Owner, and neither the Board nor the managing agent thereof

shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

27. Nothing shall be done or kept in any Residential Unit or in the Common Elements that will increase the rate of insurance of the Building or contents thereof without the prior written consent of the Board. No Residential Unit Owner or occupant shall permit anything to be done or kept in his Residential Unit or in the 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 Common Elements.

28. No group or exhibition of any Residential Unit or its contents shall be conducted, nor shall any auction sale be held in any Residential Unit without the consent of the Board or its managing agent.

29. No Residential Unit Owner shall install any plantings on any terrace, balcony, garden or roof without the prior written approval of the Board, except plantings on the terraces, roof terraces and gardens adjacent to such Residential Unit. Plantings 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, balcony, patio or roof 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, balcony, patio or roof 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 or the cost of removing such plantings in connection with any work to be performed by the Condominium.

30. In the event that any Residential Unit is used for home occupation purposes, which are permitted by law, in no event shall any patients, clients or other invitees be permitted to wait in any lobby, public hallway or vestibule.

31. Unless expressly authorized by the Board in each case, eighty (80%) percent of the floor area of each Residential Unit (excepting only kitchens, bathrooms, closets and foyers) must be covered with rugs, carpeting or equally effective noise reducing material.

32. The following rules shall be observed with respect to the use of compactor equipment (if such equipment is installed and in use of the Building):

(i) Throwing carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, oil soaked rags, empty paint cans or any other inflammable, explosive type of highly combustible substances into the charging chute is unlawful and the offender is subject to a penalty.

(ii) All garbage should be well drained, wrapped in a compact package that will not drip or burst while being transported to and deposited into the refuse room. It also should be so wrapped that it will not come apart in its descent into the compacting and carting equipment.

(iii) Vacuum cleaner bags should not be emptied directly into the hopper; such dirt or powdered waste should be securely wrapped or bagged before disposal.

(iv) Cartons, boxes, wood crates, sticks, boards or other solid matter should be placed in the refuse room for pick up. Any unusual amount should be called to the attention of the superintendent for special immediate attention.

33. Prior to using any terrace or balcony appurtenant to a particular Residential Unit, said Residential Unit Owner shall install an appropriate traffic surface if one has not already been provided.

THIS PAGE INTENTIONALLY LEFT BLANK

Office Section By-Laws

BY-LAWS OF THE OFFICE SECTION

OF

FLUSHING COMMONS

TABLE OF CONTENTS

Page

ARTICLE 1 GENERAL

1.1 Defined Terms
1.2 Purpose
1.3 Principal Office of Office Section
1.4 Applicability of Office By-Laws

ARTICLE 2 OFFICE BOARD

2.1 Number, Term and Qualifications
2.2 Powers and Duties of the Office Board
2.3 Managing Agent or Manager
2.4 First Board
2.5 Resignation and Removal
2.6 Vacancies
2.7 Organizational Meeting
2.8 Regular Meetings
2.9 Special Meetings
2.10 Waiver of Notice
2.11 Determinations by the Office Board; Quorum
2.12 Compensation
2.13 Limitation of Liability of Office Board Members and Office Unit Owners; Indemnification
2.14 Fidelity Insurance
2.15 Committees
2.16 Incorporation of Office Board
2.17 Office Board as Agent of Office Unit Owners
2.18 Affiliate/Prohibited Transactions

ARTICLE 3 OFFICE UNIT OWNERS

3.1 Annual Meetings
3.2 Place of Meetings
3.3 Special Meetings
3.4 Notice of Meetings
3.5 Adjournment of Meetings
3.6 Order of Business
3.7 Title to Units
3.8 Voting
3.9 Election of Office Board
3.10 Majority of Office Unit Owners
3.11 Quorum
3.12 Majority Vote
3.13 Voting by Declarant

3.14 Declarant's Veto Power

ARTICLE 4 OFFICERS
4.1 Designation
4.2 Election of Officers
4.3 Resignation and Removal of Officers
4.4 President
4.5 Vice President
4.6 Secretary
4.7 Treasurer
4.8 Execution of Documents
4.9 Compensation of Officers
4.10 Liability of Officers

ARTICLE 5 NOTICES
5.1 Notices
5.2 Waiver of Service of Notice; Consent to Other Notices
5.3 Notices by an Office Unit Owner to the Office Board
5.4 Record of Addresses

ARTICLE 6 OFFICE COMMON EXPENSES AND CHARGES; BUDGETS; MAINTENANCE OBLIGATIONS AND COSTS; UTILITIES
6.1 Determination of Office Common Expenses and Fixing of Office Common Charges
6.2 Payment of Office Common Charges
6.3 Maintenance Obligations; Costs of Same
6.4 Utility Services

ARTICLE 7 REAL ESTATE TAXES; TAX CERTIORARI PROCEEDINGS
7.1 Real Estate Taxes; Impositions
7.2 Tax Certiorari Proceedings

ARTICLE 8 ALTERATIONS
8.1 Alterations to the General Common Elements
8.2 Alterations to the Office Section
8.3 Alterations or Repairs Affecting More Than One Section
8.4 Alterations to Unsold Office Units by Declarant or its Designee
8.5
8.6

ARTICLE 9 MECHANIC'S LIENS, VIOLATIONS; COMPLIANCE WITH LAWS AND INSURANCE REQUIREMENTS; HAZARDOUS MATERIALS
9.1 Mechanic's Liens
9.2 Violations
9.3 Compliance with Laws, Insurance Requirements
9.4 Hazardous Materials

ARTICLE 10 RECORDS AND AUDITS
10.1 The Office Board
10.2 Availability of Documents

ARTICLE 11 INSURANCE; CASUALTY; CONDEMNATION
11.1 Office Board's Insurance Requirements
11.2 Office Unit Owner's Insurance Requirements
11.3 Insurance Requirements During the Course of Alterations and/or Repairs
11.4 Insurance as an Office Common Charge
11.5 General Insurance Matters
11.6 Waiver of Subrogation
11.7 Indemnification
11.8 Casualty and Condemnation
11.9 Casualty or Condemnation

ARTICLE 12 EVENTS OF DEFAULT; RIGHTS OF CURE; OFFICE BOARD'S LIEN; GRANTEES LIABLE FOR UNPAID OFFICE COMMON CHARGES
12.1 Failure to Pay Office Common Charges
12.2 Other Defaults Under the Condominium Documents
12.3 Priority of Recourse Against Office Unit Owners
12.4 Grantee Liable for Unpaid Office Common Charges; Statement of Defaults
12.5 Title of Office Board on Foreclosure

ARTICLE 13 SALES, LEASES AND MORTGAGES OF UNITS
13.1 Selling and Leasing
13.2 Consent of Office Unit Owners to Purchase or Lease of Office Units by Office Board
13.3 No Severance of Ownership
13.4 Release by Office Board of Right of First Refusal
13.5 Certificate of Termination of Right of First Refusal
13.6 Financing of Purchase of Office Units by Office Board
13.7 Exceptions
13.8 Gifts and Devises, etc.
13.9 Waiver of Right of Partition With Respect to Office Units Acquired on Behalf of Office Unit Owners as Tenants in Common
13.10 Payment of Assessments
13.11 Mortgage of Office Units
13.12 Restriction on Sale and Advertising
13.13 Office Registered Mortgagee Requirements; Rights of Office Registered Mortgagees

ARTICLE 14 ARBITRATION
14.1 Arbitration

ARTICLE 15 OFFICE RULES AND REGULATIONS
15.1 Office Rules and Regulations

ARTICLE 16 AMENDMENTS TO DECLARATION AND/OR OFFICE BY-LAWS
16.1 Amendments to Declaration
16.2 Amendments to these Office By-Laws
16.3 Amendments Affecting Declarant or Unsold Office Units
16.4 Amendments Affecting Office Permitted Mortgagees
16.5 Recording of Amendments

ARTICLE 17 INSURANCE TRUSTEE

ARTICLE 18 MISCELLANEOUS
18.1 Approvals and Consents
18.2 Waiver
18.3 Captions
18.4 Conflicts
18.5 Certain References
18.6 Severability
18.7 CPI Increases
18.8 Covenant of Further Assurances

SCHEDULE A RULES AND REGULATIONS OF THE OFFICE SECTION OF FLUSHING COMMONS

BY-LAWS OF THE OFFICE SECTION
OF
FLUSHING COMMONS

ARTICLE 1
GENERAL

1.1 Defined Terms. All capitalized terms used but which are not separately defined in these Office By-Laws shall have the meanings given to such terms in the Declaration, the Master By-Laws or, if not defined in the Declaration or Master By-Laws, in the Table of Definitions annexed as Exhibit I to the Master By-Laws.

1.2 Purpose. The purpose of these Office By-Laws is to set forth the rules and procedures concerning the conduct of the affairs of the Office Section of the Condominium.

1.3 Principal Office of Office Section. The principal office of the Office Section shall be located either within the Property or at such other place in the Borough of Queens as may be designated from time to time by the Office Board.

1.4 Applicability of Office By-Laws. These Office By-Laws are applicable to the Office Section and to the use and occupancy thereof. All present and future Office Unit Owners, mortgagees, lessees, sublessees and occupants of Office Units and employees and guests of Office Unit Owners, as well as all other persons who may use the facilities of the Property, are and shall be subject to the Declaration, the Master By-Laws, these Office By-Laws and the Office Rules and Regulations (as hereinafter defined.) The acceptance of a deed or conveyance, or the succeeding of title to, or the execution of a lease or sublease for, or the act of occupancy of, an Office Unit shall constitute an agreement that the provisions of these Office By-Laws, the Office Rules and Regulations, the Master By-Laws and the Declaration are accepted, ratified, and will be complied with.

1.5 Master Board. All references herein to obtaining consent of the Office Board shall also include a reference to the consent of the Master Board, if the matter at hand affects General Common Elements, the insurance of the Building or multiple Sections of the Building. Any issues that affect more than one Section and any disputes between Sections that are not otherwise resolved, shall be subject to the control and decision of the Master Board. In addition, maintenance or repairs to Non-General Common Elements that may affect (i) the General Common Elements, (ii) the insurance of the Building, (iii) the Parking Unit or (iv) multiple Sections of the Building, are subject to written consent from the Master Board, which consent shall not be unreasonably withheld.

ARTICLE 2
OFFICE BOARD

2.1 Number, Term and Qualifications.

2.1.1 Number. As more particular set forth in Section 2.2 below, the affairs of the Office Section shall be governed by the Office Board, which from and after the first Office Unit Closing shall consist of five (5) persons. Of the five (5) members, three (3) shall be designated by the Declarant (or its designee) until the later to occur of (a) Declarant (or its designee) no longer owns any Office Unit or (b) a Permanent Certificate of Occupancy has been issued for the Building. There shall be no restriction on the right of Declarant (or its designee) to vote for members who are nominated by other Office Unit Owners. Members of the Office Board shall serve for a term of one (1) year. At the expiration of the initial term of office of each Office Board Member, his or her successor shall be elected to serve for a term of one (1) year. The Office Board Members shall hold office for the term fixed herein and until their successors have been qualified and elected. There shall be no limit on the number of successive terms a manager may serve on the Board, if elected as herein provided.

2.1.2 The number of Office Board Members may not be increased without the consent of Declarant, its designee or an owner of the Unsold Units for so long as there remains at least one (1) Unsold Office Unit.

2.1.3 Qualifications. All Office Board Members, other than the Declarant or any Declarant designees, shall be: (a) Office Unit Owners or spouses of Office Unit Owners, or mortgagees of Office Units or a spouse of an individual mortgagee; (b) partners or employees (or their spouses) of a partnership owning an Office Unit or a mortgage covering an Office Unit; (c) officers, directors, stockholders or employees (or their spouses) of corporate owners or corporate mortgagees of Office Units; or (d) fiduciaries or their beneficiaries (or their spouses) who are owners of mortgagees of Office Units (or directors, officers, stockholders, or employees, or their spouses, of corporate fiduciaries, or partners or employees, or their spouses, of partnership fiduciaries). However, members elected by Declarant (or its designee) are not subject to the foregoing restrictions. Other than members elected by Declarant (or its designee), no Office Board Member shall continue to serve on the Office Board after he or she ceases to be (y) an Office Unit Owner or (z) an interested party in an Office Unit Owner, as specified in the first sentence of this Section 2.1.3. At such time as title to all Office Units owned by Declarant (or its designee) are conveyed, all Office Board Members designated by Declarant (or its designee) shall resign.

2.2 Powers and Duties of the Office Board.

2.2.1 The Office Board shall have the powers and duties necessary for or incidental to the operation, care, upkeep, maintenance and administration of the affairs of the Office Section (except such powers and duties which by Law or pursuant to the Condominium Documents may not be deleted to the Office Board by the Office Unit Owners). All determinations with respect to the administration of the affairs of the Office Section shall be made by the Office Board.

2.2.2 Subject to, and in accordance with, the provisions of Section 2.2.1, the further provisions of this Section 2.2.2, Sections 2.2.3 through 2.2.5 and Article 6 of these Office By-Laws and such other provisions, if any, of the Declaration and the Master By-Laws as may grant to one or more Unit Owner(s) or Boards, as the case may be, rights of approval with respect to certain matters, the Office Board shall be entitled to make determinations and take actions with

respect to all matters relating to the operation and the administration of the affairs of the Office Section, including, without limitation, the following:

(a) (i) Operation, care, upkeep and maintenance of; (ii) the making of alterations, additions and improvements (collectively, "**Alterations**") to; and (iii) the making of repairs, restorations and replacements (collectively, "**Repairs**") of, the Office Common Elements.

(b) Determination and imposition of Office Common Charges required for the affairs of the Office Section, preparation and adoption of the Office Section's budget as hereinafter provided, determination and imposition of Special Assessments, and the collection of such Office Common Charges and Special Assessments from the Office Unit Owners.

(c) Methods of, and procedures with respect to, collection of Office Common Charges and Special Assessments from the Office Unit Owners (as defined in Section 6.1.1 hereof), and the implementation of such methods and procedures.

(d) Employment and dismissal of the personnel listed in the Office Budget necessary for the maintenance and operation of the Office Common Elements, structural elements of the Office Section or portions of the Condominium which exclusively affect the Office Section.

(e) Promulgation, adoption and amendment of Office Rules and Regulations from time to time, covering the details of the operation and use of the Office Section as a whole, the Office Units, the Office Common Elements (subject to the right of the Office Unit Owners to overrule the Office Board as provided in these Office By-Laws).

(f) In the name of the Office Board or its designee, on behalf of all Office Unit Owners: (i) acquiring any Office Unit to the extent one or both is/are surrendered to the Office Board (to the extent the waiver contained in the Condominium Documents with respect to the right to surrender is inapplicable or unenforceable); (ii) purchasing or otherwise acquiring any such Office Units with respect to which liens for real estate taxes may be and are being sold in accordance with the Condominium Documents; and (iii) purchasing or otherwise acquiring Office Units at foreclosure or other similar sales.

(g) Selling, leasing, licensing, mortgaging and otherwise dealing with Office Units acquired by the Office Board or its designee on behalf of all Office Unit Owners (but not voting any Common Interest appurtenant thereto).

(h) Making Alterations to, and Repairs of, the Office Common Elements or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings.

(i) Enforcing obligations hereunder and under the Declaration, the Master By-Laws and the Office Rules and Regulations of the Office Unit Owners (including levying fines against Office Unit Owners for violations of such Office Rules and Regulations, which fines shall constitute Office Common Charges payable by the Office Unit Owner against which they are

levied), including, without limitation, commencing, prosecuting and settling litigation in connection therewith.

(j) Maintaining bank accounts on behalf of the Office Section and designating the signatories required therefor.

(k) Adjusting and settling insurance claims (and executing and delivering releases in connection therewith) if the loss is to be adjusted and settled by the Office Board in accordance with Article 11 hereof.

(l) Subject to the provisions of Section 2.2.9 below, borrowing money on behalf of the Office Section.

(m) Organizing (and owning shares of or membership interests in, as the case may be) corporations, limited liability companies and/or other entities to act as designees of the Office Board with respect to such matters as the Office Board may determine, including, without limitation, in connection with the acquisition of title to, or the leasing of, Office Units acquired by the Office Board on behalf of all Office Unit Owners.

(n) Subject to the provisions of Section 2.2.8 below, execution, acknowledgment and delivery of, without limitation: (i) any consent, agreement, document, covenant, restriction, easement, declaration or other instrument, or any amendment thereto, affecting the Office Common Elements which the Office Board deems necessary or appropriate to comply with any Laws applicable to the maintenance, demolition, construction, Alteration, Repair or restoration of the Property or the Condominium; or (ii) any consent, agreement, document, covenant, restriction, easement, declaration or other instrument, or any amendment thereto, affecting: (x) the Property or the Condominium which the Office Board deems necessary or appropriate; or (y) an Office Unit, if the owner of such Office Unit Owner requests, or under the Condominium Documents is required to request, that the Office Board take such action, and/or (except as otherwise provided in the Condominium Documents) the Office Board determines that taking such action is appropriate.

(o) Execution, acknowledgment and delivery of any documents or other instruments necessary to commence, pursue, compromise or settle certiorari proceedings to obtain reduced real estate tax assessments, or in connection with any real estate tax exemption or abatement, with respect to an Office Unit for the benefit and on behalf of the owner thereof; but only to the extent requested and authorized to do so, in writing, by the owner thereof and provided such Office Unit Owner indemnifies the Office Board and all other Office Unit Owners from and against all claims, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) (collectively, "**Costs**") resulting from or incurred in connection with such proceedings.

(p) Preparation, execution and recording, on behalf of all Office Unit Owners, as their attorney-in-fact, coupled with an interest, of a restatement of the Declaration and/or these Office By-Laws whenever, in the Master Board's or the Office Board's estimation, it is advisable

to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the Declaration and/or these Office By-Laws.

(q) Commencing, prosecuting and settling litigation and arbitration proceedings against third parties, and defending and settling litigation and arbitration proceedings against the Office Section and/or the Office Board.

(r) Obtaining and reviewing insurance in respect of the Property in accordance with the requirements of Article 11 hereof, and changing any of the insurance requirements set forth therein.

(s) Accumulating funds for use as a reserve fund for capital replacements or other purposes.

2.2.3 Control Period. Notwithstanding anything to the contrary contained in the Condominium Documents, during the Control Period (which concludes once Declarant (or its designee) no longer owns any Unit in the Condominium), the Office Board may not, without Declarant's (or its designee's) prior written consent (a) make any addition, alteration or improvement to the Office Common Elements or Office Units (unless required by law or necessary for the health and safety, but not the general comfort and welfare) of the Office Unit Owners (nothing contained herein shall restrict the right and obligation of the Office Board to maintain and repair the Office Common Elements); (b) assess any Office Common Charges for the creation of, addition to or replacement of, all or part of any reserve, contingency or surplus funds in excess of the balance thereof at the time of the First Office Unit Closing, other than a twelve (12) month reserve for contingencies not exceeding five (5%) percent of the budgeted operating expenses for the ensuing twelve (12) months of operation of the Office Section, (c) change the number or type of employees or hire any employee in addition to the employees provided for in Schedule B entitled "Projected Budget for the First Year of Condominium Operation" set forth in the Offering Plan; (d) enter into any service or maintenance contract for work not covered in said Schedule, or otherwise provide services in excess of those referred to in the Plan, except as is required to reflect normal annual increases in operating services, but not in excess of $10,000 per year; (e) borrow money on behalf of the Office Board; (f) eliminate or reduce the insurance coverage or any services contemplated by such Schedule; (g) exercise a right of first refusal to lease or purchase an Office Unit; or (h) undertake any capital or major improvement or addition not mandated by the Plan unless required by Law or which is necessary to avoid jeopardy to the continued existence of the Property, or which constitutes a danger to health or safety, or to avoid risk of severe deterioration, destruction or breakdown of a component part, fixture or element of the Building.

Notwithstanding anything contained in the Paragraph above, Declarant (and its designee) may not exercise veto power over expenses described in Schedule B, or over expenses required:

(i) to comply with applicable laws or regulations; or

(ii) to remedy any notice of violation; or

(iii) to remedy any work order by an insurer which is the responsibility of the Office Board to remedy.

No amendment, modification, addition or deletion to the Declaration, these Office By-laws or the Office Rules and Regulations shall be effective or binding upon Declarant (or its designee) in any way without the written consent of the Declarant (or its designee) if such amendment, modification, addition or deletion might affect the rights of Declarant (or its designee), including without limitations, a modification of the permitted uses of the Building or any portion thereof or a change to the rights, privileges, easements, licenses or exemptions granted to Declarant (or its designee) or otherwise adversely affecting Declarant (or its designee).

2.2.4 Borrowing by the Office Board.

(a) Subject to Section 2.2.3 of these Office By-Laws, the Office Board shall have the power to borrow money on behalf of the Office Section when required in connection with the operation, care, upkeep and maintenance of, or the making of Repairs or Alterations of, the Office Common Elements or otherwise in connection with any permitted action or activity of the Office Board, provided, however, that: (i) a 66 2/3% vote of the Office Unit Owners shall be required for any borrowings for such purposes if such borrowings are in excess of $500,000 (subject to increase by the CPI Increase Factor) in total in any one fiscal year or $1,500,000 (subject to increase by the CPI Increase Factor) in the aggregate (including borrowings from prior periods) at any one time; and (ii) no lien to secure repayment of any sum borrowed may be created on any Office Unit or its appurtenant Office Common Interest without the prior written consent of the owner of such Office Unit, or on the Office Common Elements without the consent of all Office Unit Owners. The powers and rights of the Office Board to borrow money pursuant to the provisions of these Office By-Laws is not limited or impaired by the foregoing.

(b) All such borrowing by the Office Board shall be by and in the name of the Office Board, and shall expressly provide that no individual Office Unit Owner (or shareholder, member, director or officer thereof) or Office Board Member shall be liable (primarily or otherwise) therefor in any respect (including, without limitation, for any fees, expenses, or other liabilities or obligations accruing or to be performed thereunder) unless specifically agreed to in writing by such Office Unit Owner or Office Board Member.

2.2.6 Insurance Requirements. The Office Board shall make all determinations and take all actions necessary to cause the insurance requirements set forth in Article 11 hereof with respect to the Office Section and Office Board to be complied with.

2.3 Managing Agent or Manager. Any action required or permitted to be taken by the Office Board pursuant to the provisions of the Declaration or these Office By-Laws shall be done or performed by the Office Board or on behalf of the Office Board and at its direction by the agents, officers, employees or designees of the Office Board, and the Office Board may employ one or more Managing Agents and/or managers, at a compensation established by the Office Board, to perform such duties and services as the Office Board shall authorize in accordance with the Declaration and Office By-Laws. Any managing agent designated and/or employed by the Office Board may be an affiliate of Declarant (or its designee).

2.4 First Board. The first Office Board shall initially consist of three (3) persons, all of whom shall be designated by Declarant. The foregoing members shall be deemed to have been "elected" as members of the Office Board for the purposes of these Office By-Laws. Within one (1) year after the date of the First Office Closing, the Board will call for the first annual meeting of Office Unit Owners for the purpose of electing new Office Board Members in accordance with the provisions of these Office By-Laws, and subject to the rights of Declarant to designate certain Office Board Members as more particularly described in these Office By-Laws. The terms of each such Office Board Member shall expire annually.

2.5 Resignation and Removal.

2.5.1 Any Office Board Member may resign at any time by notice given to the President or Secretary of the Office Board. Any such resignation shall take effect at the time specified in such notice and, unless specifically requested, acceptance of such resignation shall not be necessary for the effectiveness thereof.

2.5.2 Subject to the provisions of these Office By-Laws, at any regular or special meeting of Office Unit Owners, any one or more Office Board Members may be removed with or without cause by a majority of all Office Unit Owners (in both number and Office Common Interest), and a successor may then and there, or thereafter, be elected to fill the vacancy thus created. Notwithstanding the foregoing, Office Board Members designated by the Declarant (or its designee) may only be removed by such designating party, and only such designating party shall have the right to designate a replacement for any such Office Board Member. Nothing herein shall be construed to permit the Declarant (or its designee) to designate a replacement Office Board Member after the period during which it is entitled to do so. Any Office Board Member whose removal has been proposed by the Office Unit Owners shall be given an opportunity to be heard at any meeting called in connection with such removal.

2.6 Vacancies. Any vacancy in the Office Board caused by any reason other than the removal of an Office Board Member by a vote of the Office Unit Owners shall be filled by vote of a majority of the remaining Office Board Members at a special meeting of the Office Board held for that purpose (which meeting shall be held promptly after any such vacancy occurs), even though the remaining Office Board Members at such meeting may constitute less than a quorum, and each person so elected shall be an Office Board Member for the remainder of the term of the member creating such vacancy, and until a successor shall be elected at the next annual meeting of the Office Unit Owners. Notwithstanding the foregoing, vacancies of Office Board Members designated by Declarant (or its designee) shall only be filled by the Declarant (or its designee), as the case may be.

2.7 Organizational Meeting. Within no more than ten (10) days following each annual meeting of Office Unit Owners, the organizational meeting of the Office Board shall be held at such time and place in the Borough of Queens as shall be fixed by a majority of the Office Board Members, and no notice shall be necessary to the newly elected Office Board Members in order to legally constitute such meeting, provided that a majority of Office Board Members are in attendance at such organizational meeting.

2.8 Regular Meetings. Regular meetings of the Office Board may be held at such time and place in the Borough of Queens as shall be determined from time to time by a majority of the Office Board Members, provided that at least four (4) such meetings shall be held during each fiscal year. Notice of regular meetings shall be given to each Office Board Member at least five (5) Business Days prior to the day named for such meeting by personal delivery, e-mail, mail or overnight carrier.

2.9 Special Meetings. Special meetings of the Office Board may be called by the President or Vice President thereof by giving five (5) Business Days prior notice to each Office Board Member by personal delivery, e-mail, mail or overnight carrier, which notice shall state the time, place (in the Borough of Queens) and purpose of such meeting. Special meetings of the Office Board shall be called by the President or Vice President thereof in like manner and on like notice on the written request of at least two (2) Office Board Members.

2.10 Waiver of Notice. Any Office Board Member may, at any time, waive notice of any Office Board meeting in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by an Office Board Member at any meeting thereof shall also constitute a waiver of notice. If all Office Board Members are present at any meeting of the Office Board, no notice shall be required and any business may be transacted at such meeting.

2.11 Determinations by the Office Board; Quorum.

2.11.1 Except as otherwise set forth elsewhere in these Office By-Laws, all determinations of the Office Board shall be made at a meeting thereof at which a quorum is present. At any such Office Board meeting, a majority of the Office Board Members shall constitute a quorum and the votes of a majority of such members present shall constitute the action of the Office Board.

2.11.2 If there is less than a quorum at any Office Board meeting, 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.

2.11.3 Office Board Members 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 in these Office By-Laws, an action permitted or required to be taken at an Office Board meeting may be taken without a meeting if all Office Board Members consent to such action in writing.

2.12 Compensation. No Office Board Member shall receive any compensation for acting as such.

2.13 Limitation of Liability of Office Board Members and Office Unit Owners; Indemnification.

2.13.1 To the extent permitted by law, no manager of the Office Board shall have any personal liability with respect to any contract, act or omission of the Office Board or of any

managing agent or superintendent in connection with the affairs or operation of the Office Section (except in their capacities as Office Unit Owners) and the liability of any Office Unit Owner with respect thereto shall be limited as hereinafter set forth. Each contract made by the Office Board or by any managing agent or superintendent thereof shall state that it is made by such Office Board, managing agent or superintendent only as agent for all Office Unit Owners, that such Office Board or managing agent or superintendent shall have no personal liability thereon (except in their capacities as Office Unit Owners) and shall state the applicable limitations of liability of Office Unit Owners provided for in the next sentence. The liability of any Office Unit Owner with respect to any contract, act or omission with respect to the Office Section shall be limited to such proportionate share of the total liability as the interest of such Office Unit Owner bears to the aggregate Office Common Interests of all Office Unit Owners and, unless expressly stated to the contrary in such contract (as determined by the Office Board in its sole and absolute discretion), to the extent permitted by applicable law, shall be limited to such Office Unit Owner's interest in his Office Unit and his appurtenant interest in the Office Common Elements so that such Office Unit Owner shall have no personal liability for such contract, act or omission. Nothing in the preceding sentence shall limit an Office Unit Owner's liability for the payment of Office Common Charges and Special Assessments. Office Board Members shall have no liability to Office Unit Owners for errors of judgment, negligence or otherwise, except that an Office Board Member shall be liable for his or her own bad faith or willful misconduct. All Office Unit Owners, as the case may be, shall severally, to the extent of their respective interests in their Office Units and their appurtenant interest in the Office Common Elements, indemnify and hold harmless each Office Board Member against any liability or claim, including reasonable legal fees, except those arising out of his or her own bad faith or willful misconduct. The Office Board may contract or effect any other transaction with any Office Board member, any Office Unit Owner, Declarant or any affiliate of any of them without, except in cases of bad faith or willful misconduct, incurring any liability for self-dealing.

2.13.2 To the extent that an Office Board Member or an officer of the Office Board has been successful on the merits, or otherwise in the defense of any action, suit or proceeding, or in defense of any claim, issue or matter therein, or has settled such action, suit or proceeding with the consent of the Office Board Members, or if all Office Board Members are co-defendants with the consent of a majority in Office Common Interest of all Office Unit Owners, he or she shall be indemnified against any losses, liabilities or expenses (including legal fees) actually and reasonably incurred by him in connection therewith, consistent with the limitation expressed in 2.13.1.

2.13.3 Expenses incurred in defending a civil action, suit or proceeding may be paid by the Office Board in advance of the final disposition of such action, suit or proceeding as authorized by the Office Board in the specific case upon receipt of an undertaking, by or on behalf of the person or entity seeking such indemnification or payment in advance, to prepay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Office Board as authorized in this Section 2.13.

2.14 Fidelity Insurance. The Office Board shall obtain fidelity insurance in an amount deemed appropriate by it for all of its employees and the managing agent or manager, if any, employed by it, and the premiums on such insurance shall constitute Office Common Expenses.

2.15 Committees. The Office Board may, subject to such limitations and exceptions as the Office Board may prescribe, appoint an Executive Committee and such other committees as the Office Board may deem appropriate, each to consist of three (3) or more managers of the Office Board.

2.16 Incorporation of Office Board. The Office Board may be incorporated as permitted by the laws of the State of New York. In the event that the Office Board so incorporate, they shall have, to the extent permitted by applicable law, the status conferred upon them under such laws in addition to the status conferred upon them under, or pursuant to, the provisions of the New York 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 Office By-Laws and the provisions of the Declaration and these Office By-Laws shall control in the event of any inconsistency or conflict between the provisions thereof and the provisions of such certificate of incorporation.

2.17 Office Board as Agent of Office Unit Owners. In exercising its powers and performing its duties under the Declaration, the Master By-Laws and these Office By-Laws, the Office Board may act as the agent of the Office Unit Owners, subject to, and in accordance with, the provisions of the Declaration, the Master By-Laws and these Office By-Laws.

2.18 Affiliate/Prohibited Transactions. Each Office Board Member shall perform his or her duties, and shall exercise his or her powers, in good faith and with a view to the interests of the Office Section. To the extent permitted by Law, no contract or other transaction between the Office Board and either: (i) any of its members; or (ii) any corporation, partnership, fiduciary, firm, limited liability company, association or other entity in which any Office Board Members are officers, directors, shareholders, employees, partners, fiduciaries, beneficiaries, members or principals, or are otherwise interested, pecuniarily or otherwise, shall be deemed either void or voidable because either: (a) any such Office Board Member was present at the meeting or meetings of the Office Board during which such contract or transaction was discussed, authorized, approved or ratified, or (b) the vote of any such Office Board Member was counted for such purpose; provided, however, that either: (1) the fact thereof is disclosed to, or known by, the Office Board or a majority of the members thereof and noted in the minutes thereof, and the Office Board shall authorize, approve or ratify such contract or transaction in good faith by a vote of a majority of the entire Office Board, less the number of such members involved in such contract or transaction; or (2) the fact thereof is disclosed to, or known by, a majority of Office Unit Owners and a majority of Office Unit Owners (in number only), present at a duly constituted meeting, shall in good faith authorize, approve or ratify such contract or transaction less the number of such Office Unit Owners who are also such members involved in such contract or transaction; and (3) the contract or transaction is commercially reasonable to the Office Board at the time the same is authorized, approved, ratified, executed or otherwise consummated. Any such members of the Office Board may be counted in determining the presence of a quorum of any meeting of the Office Board or of the Office Unit Owners which authorizes, approves or ratifies any such contract or transaction, but no such member shall be entitled to vote thereat in order to authorize, approve or ratify such contract or transaction. Notwithstanding the foregoing, the Office Board shall be authorized to employ an affiliate of Declarant as Managing Agent for the Office Section.

ARTICLE 3
OFFICE UNIT OWNERS

3.1 Annual Meetings. Within approximately twelve (12) months after title to the first Office Unit has been conveyed (other than to Declarant's designee or a successor and assign of Declarant or its designee), the first annual meeting of Office Unit Owners shall be held. At such meeting the incumbent Office Board shall resign and a new Office Board shall be elected by the Office Unit Owners as provided elsewhere herein. In no event shall Declarant be obligated to transfer control of the Board to the Unit Owners prior to the date upon which Declarant (or its designee) no longer owns any Unit in the Building. Thereafter, annual meetings shall be held in each succeeding year as determined by the Office Board. At such meetings, the Office Unit Owners shall elect members to fill vacancies in the Office Board or to succeed retiring members of the Office Board as provided in Article 3 of these Office By-Laws and shall also transact such other business of the Office Section as may properly come before the meeting. Notwithstanding the provisions of Article 3.9 or any other provision of these Office By-Laws to the contrary, at the annual meetings, Declarant or its designee may, in lieu of voting, designate three (3) persons to the Office Board if Declarant and/or its designee owns any Office Units.

3.2 Place of Meetings. Meetings of Office Unit Owners shall be held at the principal office of the Office Section or at such other suitable and convenient place in the Borough of Queens, as may be designated by the Office Board.

3.3 Special Meetings. The President of the Office Board shall call a special meeting of Office Unit Owners if so directed by resolution of the Office Board or upon a petition signed and presented to the Secretary of the Office Board by not less than twenty five (25%) percent in Office Common Interests of Office Unit Owners or at the request of the Declarant.

3.4 Notice of Meetings. Notice of each annual meeting shall be given by the Secretary of the Office Board to all Office 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 or mail, not less than ten (10) nor more than forty (40) days before the day named for the meeting and shall be given or sent to the Office Unit Owners entitled to receive same at their address at the Property or at such other address as any Office Unit Owner has designated by notice in writing to the Secretary at least ten (10) days prior to the giving of notice of the applicable meeting.

3.5 Adjournment of Meetings. If any meeting of Office Unit Owners cannot be held because a quorum is not present, a majority of Office 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. No additional notice of the adjourned meeting shall be required to be given.

3.6 Order of Business. The order of business at all meetings of Office Unit Owners shall be as follows:

(a) Roll call.

(b) Proof of notice of meeting.

(c) Reading of minutes of preceding meeting.

(d) Reports of officers.

(e) Reports of managers of the Office Board.

(f) Reports of committees.

(g) Election of inspectors of election (when so required.)

(h) Election of managers of the Office Board (when so required.)

(i) Unfinished business.

(j) New business.

3.7 Title to Units. Title to Office Units may be taken by an individual, corporation, partnership, association, trust or other entity, or any two (2) or more of such owners as joint tenants, tenants in common or tenants by the entirety, as may be appropriate.

3.8 Voting.

3.8.1 Each Office Unit Owner or a person designated by such Office Unit Owner to act by proxy on his behalf and who need not be an Office Unit Owner, shall be entitled to cast the votes appurtenant to such Office Unit, at all meetings of Office Unit Owners. The designation of any such proxy shall be made in writing to the Secretary of the Office Board and shall be revocable at any time by written notice to such Secretary by the Office Unit Owner so designated. A fiduciary shall be the voting member with respect to any Office Unit owned in a fiduciary capacity. Neither the Office Board nor its designee shall be entitled to vote any interest appurtenant to any Office Unit owned by the Board or its designee, and the Office Common Interest of such Office Unit shall be excluded from the total of Office Common Interests when computing the total Office Common Interest of all Office Unit Owners for voting purposes.

3.8.2 Except as set forth in Section 3.8.3, at all meetings of Office Unit Owners each Office Unit Owner (or his proxy) entitled to vote thereat (including Declarant with respect to Office Units owned by Declarant) shall be entitled to cast one (1) vote for each .001% (rounded off to the nearest .001%) of Office Common Interest attributable to his Office Unit.

3.8.3 When voting for the election of Office Board Members, each Office Unit Owner shall be entitled to cast one (1) vote for each .001% of Office Common Interest attributable to his Office Unit multiplied by the number of Office Board Members to be elected. For the purposes of calculating the total number of votes of Office Unit Owners pursuant to this Section 3.8.3, the number of Office Board Members to be elected shall not include any Office Board Members that Declarant (or its designee) is entitled to designate.

3.8.4 Notwithstanding any provision of these Office By-Laws or the Condominium Documents to the contrary, an Office Unit Owner (or his or her or its proxy) shall be entitled and authorized to vote at any meeting of Office Unit Owners or any other annual, regular or special meeting of any or all Unit Owners if, and only if, such Office Unit Owner shall be an Office Unit Owner in Good Standing at the time of such annual, regular or special meeting. Any Office Unit Owner who is unable to vote in accordance with the preceding sentence shall nevertheless have the Office Common Interest attributable to its Office Unit or Units counted solely for the purpose of establishing a quorum.

3.9 Election of Office Board.

3.9.1 Subject to the provisions of Section 3.1, all elections of Office Board Members shall be determined by plurality vote.

3.9.2 Form of Ballot. When voting for managers of the Office Board, the voting shall be by ballot and shall state the name of the Office Unit Owner voting, the number of such Office Unit Owner's Unit and the percentage of Office Common Interests owned by such Office Unit Owner, and, in addition, the name of the proxy if such ballot is cast by a proxy. Nothing contained in these Office By-Laws shall be deemed to permit cumulative voting.

3.10 Majority of Office Unit Owners. Except as may otherwise be provided by law, as used in these Office By-Laws, the term "Majority of Office Unit Owners" means those Office Unit Owners having more than one-half of the total authorized votes of all Office Unit Owners 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 Office By-Laws, the presence in person or by proxy of Office Unit Owners owning more than one-half (1/2) of the Office Common Interests of all Office Units shall constitute a quorum at all meetings of Office Unit Owners.

3.12 Majority Vote. Except where otherwise provided by law, the Declaration, or these Office By-Laws, at all meetings of Office Unit Owners, the affirmative vote of a Majority of Office Unit Owners shall be binding upon all Office Unit Owners for all purposes.

3.13 Voting by Declarant.

3.13.1 Declarant shall have the right to vote all of the Office Common Interest attributable to the Unsold Office Units, except that, when voting for members of the Office Board, Declarant will, in no event, cast its votes in favor of more than three (3) Declarant designees to be elected to the five (5) member Office Board. Further, at all elections held after the expiration of the Control

Period, not more than three (3) of the members of the Office Board may be designees of the Declarant or the then owner of the Unsold Office Units. Accordingly, from and after the expansion of the Board to five (5) members at least two (2) of the Office Board Members shall be unrelated to the Declarant. A meeting will be held to elect the requisite number of new Office Board Members unrelated to the Declarant within thirty (30) days of the expiration of the Control Period.

3.14 Declarant's Veto Power. Except as otherwise provided in Section 2.2.3 of these Office By-Laws, Declarant may not exercise veto power over expenses provided for in Schedule B entitled "Projected Budget for the First Year of Condominium Operation" set forth in the Offering Plan for Flushing Commons, or over expenses required to (i) comply with applicable laws or regulations, (ii) remedy any notice of violation, (iii) remedy any work order by an insurer, or (iv) to repair or replace any condition immediately necessary for the preservation and safety of the Building or the safety of its occupants.

ARTICLE 4
OFFICERS

4.1 Designation. (a) The principal officers of the Office Board shall be a President, a Vice President, a Secretary and a Treasurer thereof, all of whom shall be elected by the Office Board. The Office Board may elect one or more Assistant Vice Presidents, Assistant Treasurers and Assistant Secretaries and such other officers as in its judgment may be desirable. Nothing herein shall preclude any officer of any other Board from also being an officer of the Office Board or any officer of the Office Board from also being an officer of any other Board, if otherwise qualified under the terms of the applicable By-Laws, as the case may be.

(b) An officer of the Office Board must be a member of the Office Board.

4.2 Election of Officers. The officers of the Office Board shall each be elected annually by a majority vote of the Office Board Members (including at the first meeting thereof) and at any other meeting as may be required to fill a vacancy, and shall serve at the pleasure of the Office Board.

4.3 Resignation and Removal of Officers. Any officer may resign at any time by notice given to the Office Board; such resignation shall take effect at the time specified in such notice and, unless specifically requested by the resigning officer, acceptance of such resignation shall not be necessary to make such resignation effective. Upon a majority vote at a regular meeting of the Office Board, or at a special meeting of the Office Board called for such purpose, at which a quorum is present, any officer may be removed, either with or without cause, and his or her successor shall be elected.

4.4 President. The President of the Office Board shall be the chief executive officer of the Office Section and shall preside at all Office Unit Owners Meetings and at all meetings of the Office Board. The President 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 the Office Board Members and/or Office Unit Owners, from time to time as such President, in his or

her discretion, may decide are appropriate to assist in the conduct of the affairs of the Office Section.

4.5 Vice President. The Vice President of the Office Board shall take the place of the President under whom he or she serves and shall perform the duties of the President whenever the President shall be absent or unable to act. If both the President and the Vice President are unable to act, the Office Board shall appoint some other Office Board Member to act in the place of such President and Vice President on an interim basis. The Vice President shall also perform such other duties as, from time to time, shall be imposed by the Office Board or by the President.

4.6 Secretary. The Secretary of the Office Board shall keep the minutes of all Office Unit Owners Meetings, if any, and of all Office Board meetings. The Secretary shall have charge of such books and papers as the Office Board shall direct and, in general, shall perform all of 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 Treasurer. The Treasurer shall have the care and custody of the funds and securities of the Office Section, and shall be responsible for keeping full and accurate financial records and books of account thereof showing all receipts and disbursements necessary for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all funds and other securities in the name of the Office Board (or in the name of the Managing Agent or manager appointed by the Office Board) in such depositories as may from time to time be designated by the Office Board and shall, in general but subject to the proviso clause of the first sentence of Section 4.8 below, 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. All agreements, contracts, deeds, leases, checks and other instruments of the Office Section shall be executed by the President or Vice President, acting alone, or by any two other officers thereof or by such other person or persons as may be designated by the Office Board. In addition to the foregoing, the Office Board may authorize the Managing Agent serving on its behalf to execute checks, provided that the expenditures, and the Managing Agent's paying for same, have been approved in advance by resolution of the Office Board or have been authorized by two officers of the Office Board.

4.9 Compensation of Officers. Except as otherwise determined by a unanimous vote of the Master Board, no officer of the Office Board shall receive any compensation for acting as such.

4.10 Liability of Officers. Each officer shall be indemnified as set forth in Section 2.13 of these Office By-Laws.

ARTICLE 5
NOTICES

5.1 Notices. Except as otherwise expressly provided in the Declaration, the Master By-Laws or these Office By-Laws, all requests, notices, reports, demands, approvals and other

communications required or desired to be given pursuant to the Declaration, the Master By-Laws or these Office By-Laws shall be in writing and shall be delivered: (a) if to any of the Boards or the Parking Unit Owner, in person or sent to the principal office of the applicable Board or the Parking Unit Owner, as the case may be (or to such other address as: (i) the applicable Board may designate from time to time, by notice in writing to the other Boards and the Parking Unit Owner; and (ii) the Parking Unit Owner may designate from time to time, by notice in writing to each Board); and a duplicate shall be sent in like manner to the Managing Agent(s) of each of the Condominium, the Office Section, of the Office Section, the Retail Section and the Parking Unit (to the extent each or any has a Managing Agent); (b) if to an Office Unit Owner, in person or sent to the address of such Office Unit Owner at the Building, or to such other address as may have been designated by such Office Unit Owner from time to time in writing to the Office Board; and (if such notice is from a Person other than the Office Board) a duplicate shall be sent in like manner to the Office Board and Managing Agent of the Office Section; (c) if to a Master Board Member, to the address of such Master Board Member as shall be specified in the written designation thereof by such individual's Designator (provided that, failing such specification, the address of such Designator shall be deemed to be the specified address for such Master Board Member), or to such other address as may have been designated by such Master Board Member from time to time in writing to the Secretary of the Master Board and to the other Master Board Members; and (d) if to the Registered Mortgagees or Office Mortgagee Representatives, either delivered in person or sent to their respective addresses, as designated by them from time to time in writing to the Master Board or the Office Board, as the case may be. All notices delivered in person (to the extent permitted herein) shall be deemed to have been given when delivered in person. Unless other means of giving certain notices are specifically required or permitted pursuant to the Condominium Documents, all notices which are "sent" shall be sent either (x) by registered or certified mail, return receipt requested, and shall be deemed to have been given three (3) days after deposit in a depository maintained by the U.S. Postal Service in a postage prepaid sealed wrapper or (y) by nationally recognized overnight courier service and shall be deemed to have been given the first Business Day (for domestic delivery) and the third Business Day (for international delivery), after deposit with an overnight courier service, provided that notices of change of address shall in all events be deemed to have been given when received.

5.2 Waiver of Service of Notice; Consent to Other Notices. Whenever any notice is required to be given by applicable Laws or the Condominium Documents, a waiver thereof in writing, signed by the Office Unit Owner entitled to such notice, whether before or after the time stated therein, shall be deemed effective as a waiver thereof and no such notice shall be required. Additionally, any Office Unit Owner may consent (with respect to notices given to it) to additional means of service including, without limitation, transmission by facsimile or electronic means. Such consent, if given, shall in all events be in writing and given and treated as if the same were a change of address (as described in Section 5.1 above). With respect to notices given by facsimile, the transmission shall be to a telephone number designated for such purpose. Notices sent by facsimile shall be deemed to have been given upon receipt by the sender of a signal from the equipment of the Office Unit Owner served confirming that the transmission was received. An Office Unit Owner may change or rescind a facsimile telephone number by giving notice thereof to the Master Board and the Office Board. With respect to notices given (by electronic transmission (e.g., e-mail), the transmission shall be in a manner authorized by the Office Unit Owner consenting to such transmission. Notices sent by electronic transmission shall be deemed to have been given

upon transmission by the sender. An Office Unit Owner may change or rescind a manner of electronic transmission by giving notice thereof to the Master Board and the Office Board. The foregoing provisions of this Section 5.2 are intended to facilitate additional means of notification and shall not be construed to permit any Office Unit Owner to refuse receipt of any notices given in any of the manners specified in Section 5.1.

5.3 Notices by an Office Unit Owner to the Office Board. Notwithstanding anything contained in this Article 5, all notices required or desired to be given by an Office Unit Owner to the Office Board or to another Unit Owner outside of the Office Section shall be given in the manner prescribed in the Office By-Laws, together with any additional or duplicate notices required thereunder to be given to any Board and/or any other Unit Owner.

5.4 Record of Addresses.

5.4.1 The Office Board shall keep and maintain correct, current and complete records containing the names and addresses of all Office Board Members (and their proxies, if any), each Office Unit Owner and each Office Mortgagee Representatives. The foregoing records shall be in written form or in any other form capable of being converted into written form within a reasonable time. A Master Board Member, an Office Board Member, an Office Unit Owner or any Office Mortgagee Representative shall have the right to examine in person or by agent or attorney, during usual business hours on Business Days, such records and, at such requesting party's expense, to make extracts or copies therefrom (including electronic copies to the extent such records are in electronic form) for any purpose reasonably related to such requesting party's interest in the Office Section.

5.4.2 The Office Board shall keep and maintain correct, current and complete records containing the names and addresses of all of its members, all of the Office Unit Owners and Mortgagee Representatives. The foregoing records shall be in written form or in any other form capable of being converted into written form within one (1) Business Day. The Master Board shall have the right to examine in person or by agent or attorney, during usual business hours on Business Days, such records and, at the Master Board's expense, to make extracts or copies therefrom (including electronic copies to the extent such records are in electronic form) for any purpose reasonably related to the exercise and fulfillment of the Master Board's rights and obligations, respectively.

ARTICLE 6
OFFICE COMMON EXPENSES AND CHARGES; BUDGETS; MAINTENANCE OBLIGATIONS AND COSTS; UTILITIES

6.1 Determination of Office Common Expenses; Fixing of Office Common Charges.

6.1.1 (a) The Office Board shall determine and allocate all costs and expenses incurred by the Office Board, whether imposed by the Master Board as General Common Charges attributable to the Office Section (as a whole) or in connection with the operation, care, upkeep and maintenance of, and the making of Alterations to, and Repairs of, the Office Common Elements (all such General Common Charges, costs and expenses, together with all other items

which are provided for in these Office By-Laws and the Declaration to be Office Common Expenses, the "**Office Common Expenses**"). From time to time, but at least once per year, the Office Board will prepare a budget (the "**Office Budget**") for setting forth its projection of Office Common Expenses and will allocate such Office Common Expenses among the Office Unit Owners (each, an "**Office Common Charge Obligor**") and assess charges ("**Office Common Charges**") accordingly to meet the Office Common Expenses. Office Common Charges shall also be deemed to include any Special Assessment imposed by the Office Board. Except as otherwise expressly set forth in the Declaration, the Master By-Laws or these Office By-Laws, the allocation of Office Common Expenses among the Office Common Charge Obligors shall be made as shown in Exhibit 2 annexed hereto and made a part hereof (the "**Office Expense Allocation Schedule**"). The Office Board shall advise the Office Common Charge Obligors promptly in writing of the amount of Office Common Charges payable by each of them and shall furnish to such parties copies of the Office Budget on which such Office Common Charges are based.

(b) In addition, until the Office Units are separately assessed for real estate tax purposes, the Office Board will pay or cause to be paid all taxes with respect to the Office Section and allocate the cost thereof among all Office Units in proportion to each Office Unit's percentage of Office Common Interest as show on Schedule A of the Offering Plan, and each Office Unit Owner will pay to the Office Board its proportionate share thereof as if it were an Office Common Charge.

(c) The allocations methodology for the Office Common Charges set forth on the Office Expense Allocation Schedule shall not change, except pursuant to Article 11 hereof.

(d) Pending the resolution in Arbitration of any dispute with respect to the allocation of Office Common Expenses, the allocation to the affected Office Common Charge Obligors of the disputed components of the Office Common Expenses shall remain as determined by the Office Board, provided that upon such resolution, any resulting change in the allocation of such Office Common Expenses shall be effective retroactive to the effective date of the allocation or re-allocation that gave rise to the dispute.

6.1.2 The Office Board may, at its sole discretion, from time to time increase or decrease the amount of Office Common Charges allocated to and payable by the Office Common Charge Obligors, and may modify its prior determination of the Office Common Expenses for any fiscal year so as to increase or decrease the amount of Office Common Charges payable for such fiscal year or portion thereof; however, no such revised determination of Office Common Expenses shall have a retroactive effect on the amount of Office Common Charges payable for any period prior to the date of such new determination. However, a prior period's deficit may be included in Office Common Charges for a subsequent period or paid from a Special Assessment levied against all Office Common Charge Obligors.

6.1.3 Copies of the estimated annual Office Budget for each fiscal year shall be furnished by the Office Board to each Office Unit Owner not later than thirty (30) days prior to its adoption by the Office Board, and in no event later than thirty (30) days prior to the beginning of each fiscal year. The failure or delay of the Office Board to prepare or adopt an Office Budget or to determine the Office Common Expenses for any fiscal year or portion thereof shall not be deemed a waiver

or modification in any respect of the covenants and provisions hereof or a release of any Office Common Charge Obligor from the obligation to pay Office Common Charges. In such event, the Office Common Charges that were computed on the basis of the Office Common Expenses last determined for any fiscal year or portion thereof shall continue thereafter to be the Office Common Charges payable until a new determination of the Office Common Expenses shall be made.

6.1.4 In addition to the foregoing duty to determine the amount of and assess Office Common Charges, the Office Board shall have the right to levy special assessments ("**Special Assessments**") to meet the Office Common Expenses. All Special Assessments shall be levied against all Office Common Obligors equitably in proportion to: (a) their respective Office Common Interests, or (b) the anticipated benefit(s) to the affected Office Unit Owners, as determined by the Office Board. The Office Board shall have all rights and remedies for the collection of Special Assessments as are provided herein for the collection of Office Common Charges.

6.1.5 Except as otherwise set forth to the contrary herein or in the Declaration, 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 Office Common Element remaining after the deduction of any non-capital expenses paid or incurred in connection therewith shall be collected by the Office Board, as agent for and on behalf of the Office Unit Owners, and shall constitute income of the Office Unit Owners. Notwithstanding any provision contained in these Office By-Laws, the Master 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 Office Common Elements appurtenant to such space.

6.1.6 There shall be no right of an Office Common Charge Obligor or an Office Unit Owner to reduce its Office Common Charges by opting out of any services or waiving any benefits provided by the Office Board.

6.1.7 For the first fiscal year, the Office Budget shall be approved by the First Office Board. If such first fiscal year, or any succeeding fiscal year, shall be less than a full year, then the monthly Office Common Charges for each Office Unit Owner shall be proportionate to the number of months and days in such period covered by such budget. Commencing with the date of occupancy of his or her Office Unit, each Office Unit Owner shall pay his Office Common Charges for the following month or fraction of a month, which shall be in proportion the number of months and days remaining of the period covered by the current Office Budget, as computed by the Office Board.

6.2 Payment of Office Common Charges. All Office Common Charge Obligors shall be obligated to pay Office Common Charges assessed by the Office Board pursuant to the provisions of Section 6.1 at such time or times (but not less than monthly) as the Office Board determines. Unless otherwise determined by the Office Board, Office Common Charges shall be payable monthly, in advance, on the first day of each month.

6.3 Maintenance Obligations; Costs of Same.

6.3.1 General. Except as otherwise provided in the Declaration, the Master By-Laws or these Office By-Laws (including, without limitation, Section 6.1.2 and Article 8 hereof), all operation, care, upkeep, maintenance, insurance, Repairs and Alterations, painting and decorating, whether structural or non-structural, ordinary or extraordinary, including, without limitation, with respect to the building systems and other plumbing, heating, ventilating, electrical (including emergency power systems), air-conditioning and telecommunications systems, fixtures, Equipment and appliances (a) in or to any Office Unit shall be made by the owner of such Office Unit at such Office Unit Owner's sole cost and expense; (b) in or to the Office Common Elements shall be made by the Office Board and the cost thereof shall be treated as an Office Common Expense to all Office Common Charge Obligors; or (c) in or to the General Common Elements shall be made by the Master Board and the cost thereof shall be treated as a General Common Expense to all General Common Charge Obligors.

6.3.2 Exceptions. Notwithstanding the provisions of Section 6.3.1:

(a) Negligence; Fault. In the event and to the extent that any operation, care, upkeep, maintenance, Repair and Alteration, painting and decorating, whether structural or non-structural, ordinary or extraordinary (collectively, any "**Necessary Work**"), is required to be made or performed, or any increase in insurance premiums is required to be paid, the entire cost thereof (the "**Resulting Cost**") with respect to the Office Common Elements as a result of the negligence, misuse, neglect or abuse of: (i) any Unit Owner, then the entire Resulting Cost shall be borne by such Unit Owner; or (ii) any Board, then the entire Resulting Cost shall be borne by such Board, and shall be charged to all of that Board's Unit Owners as a common expense. Notwithstanding the foregoing, to the extent that the Resulting Cost is covered by the proceeds of any insurance actually maintained, or would have been so covered had the insurance that was required to be maintained pursuant to the provisions of the Master By-Laws, these Office By-Laws or the Office By-Laws actually been maintained. The Resulting Cost shall not be deemed covered by insurance proceeds pursuant to the preceding sentence to the extent of any applicable deductibles. The foregoing shall not give rise to any claim on the part of any Person for consequential, special, exemplary or punitive damages.

(b) Cleaning of Windows. The washing and cleaning of interior glass surfaces of the exterior windows in each Office Unit shall be the responsibility of the respective Office Unit Owners. The exterior glass surfaces of the exterior windows in each Office Unit will be washed and cleaned by the Master Board or its designee. The Master Budget for First Year of Condominium Operation includes an expenditure for an annual window washing of all windows in the Condominium and the cost and expense thereof shall be a General Common Expense and shall be specially assessed between the Residential, Office and Retail Sections as described in the applicable Budgets.

(c) Replacement of Windows. Any replacement of exterior glass windows in the Building, all of which are General Common Elements, because of breakage or otherwise, shall be made by the Master Board. The cost of any window replaced by the Master Board shall be charged to the General Common Charge Obligors as a General Common Expense, on an allocated basis (as shown on the Expense Allocation Schedule), unless such breakage is caused by or

attributable to the negligence, misuse or abuse of a Board or a Unit Owner or its Occupants or Permittees, in which event such replacement of glass windows shall be made by the Master Board and the cost thereof shall be allocated as described in subsection 6.3.2(a) above.

(d) Certain General Common Elements. Subject to Section 6.3.2(a) and Article 8 hereof, any structural or extraordinary Repairs or Alterations of or to such category of Office Common Elements shall be made by the Office Board and charged to the Office Common Charge Obligors as an Office Common Expense and allocated as shown on the Office Expense Allocation Schedule.

6.3.3 Manner of Performing Maintenance and Repairs. All maintenance and Repairs performed in or to the Office Section shall be made in accordance with the applicable provisions of Article 8 hereof as if the references therein to Alterations were references to maintenance and Repairs.

6.3.4 Standard of Maintenance. Each Office Unit (and all portions thereof), each Office Common Element and the General Common Elements shall be kept and maintained in a good and proper manner, consistent with standards of maintenance and appearance as are commensurate with other similar properties in the vicinity of the Building, by whichever Person is responsible for the maintenance and Repair thereof under the Condominium Documents; and each such Office Unit Owner or Board shall promptly make or perform, or cause to be made or performed, all maintenance work, Repairs, Alterations, painting or decoration as are necessary in connection therewith and to ensure that such Office Unit, Office Common Element and General Common Element meets or exceeds such standards.

6.3.5 Violation of Maintenance Obligations. If any Office Unit Owner, after receipt of written notice from the Office Board or the Master Board (if from the Master Board, a copy must also be sent to the Office Board), fails or neglects in any way to perform any of his or her obligations with respect to the painting, decorating, maintenance, repair or replacement of his or her Office Unit as provided in this Article 6, or of any Office Common Element for which such Office Unit Owner is responsible under the Declaration, the Master By-Laws or these Office By-Laws, the Office Board may perform or cause to be performed such painting, decorating, maintenance, repairs or replacements unless such Office Unit Owner, within five (5) days after receiving notice of such default by the Office Board or the Master Board, cures such default, or in the case of default not reasonably susceptible to cure within such period, commences and thereafter prosecutes to completion, with due diligence, the curing of such default. All sums expended and all costs and expenses incurred in connection with the making of any such painting, decorating, maintenance, repairs or replacement in such Office Unit Owner's Office Unit shall be immediately payable by such Office Unit Owner to the Office Board and shall, for all purposes hereunder, constitute Office Common Charges payable by such Office Unit Owner.

6.4 Utility Services. Utilities are provided and supplied to the Property and are distributed within the Building to each "Utility Service Area" and to the General Common Elements, and shall be paid for, as hereinafter set forth. For purposes of this Section 6.4, a "**Utility Service Area**" means the Office Section, the Office Section, the Retail Section and the Parking Unit.

6.4.1 Electricity.

(a) General. Electricity service for the Office Section will be provided by Consolidated Edison Company of New York, Inc. ("**Con Ed**") or other utility company/ies or supplier(s) from time to time serving the Property. There will be one (1) meter for the Office Section. Sub-metering will be provided to all Office Unit Owners.

(b) Direct Metering. Notwithstanding the foregoing, in the event and to the extent that any Office Common Charge Obligor shall at any time have or arrange to have all or some of its electricity service supplied directly and exclusively to and for all or any portion of its Office Unit, by Con Ed or another utility or supplier, the cost of such electricity shall be paid by such Office Common Charge Obligor directly to such supplier and neither the Office Board nor any other Board or Unit Owner shall be obligated to pay any part of any cost required for such direct electric service.

6.4.2 Gas. Gas for the Office Section will be supplied by Con Ed or other utility company/ies or supplier(s) from time to time. Natural gas service is to be regulated for distribution in the Building at the gas meter room. The gas service is to be provided with master meters belonging to the utility provider, and the gas service will be metered collectively. The Building will be provided with natural gas service for boilers, cooking ranges and boiler pilots. The cost of the gas service shall be included in the Office Common Charges, the cost of which shall be borne solely by the Office Common Charge Obligors as an Office Common Expense in accordance with the Office Expense Allocation Schedule.

6.4.3 Domestic Water; Sewer Rents. Domestic water and sewer services for the Office Section shall be supplied by the City of New York or other utility servicing the Property. Sewerage rates are to be based on the collectively metered domestic water consumption. The charges for water and sewer services provided to the Office Section will be levied on the basis of a Master City Meter and borne collectively as an Office Common Expense solely by the Office Common Charge Obligors as an Office Common Expense in accordance with the Office Expense Allocation Schedule.

6.4.4 Utilities for Office Common Elements. The usage and consumption of electricity, gas, domestic water, sewer service, chilled water and any other utility by, for or in respect of the Office Common Elements will be separately metered, sub-metered or otherwise determined and the costs and charges therefor will be allocated among the Office Common Charge Obligors as an Office Common Expense in accordance with the Office Expense Allocation Schedule.

6.4.5 Utility Costs Payable as Office Common Charges. The Office Board may require each Office Common Charge Obligor to pay monthly in advance to the Office Board the charges reasonably estimated or anticipated as being attributable to each such Office Common Charge Obligor with respect to such utilities. All such estimated charges shall be subject to periodic adjustment based upon actual usage.

6.4.6 Meter Readings.

(a) The Office Board shall, as necessary, engage the services of a reputable meter reading and/or billing company to act on its behalf in properly billing and accounting for each Office Common Charge Obligor's share of utility costs reimbursable to the Office Board.

(b) All such billings to Office Common Charge Obligors by or on behalf of the Office Board with respect to metered or sub-metered utilities shall be at the Building's and/or Master Board's cost; except that the allocable cost of reading the meters or sub-meters of each General Common Charge Obligor may be added to the charges payable to the Master Board by each such General Common Charge Obligor in accordance with the Office Expense Allocation Schedule.

6.4.7 LEED Certification. Until such time that Declarant or its designees no longer own any Unit, Office Unit Owners must comply with requirements set forth by the U.S. Green Building Council (USGBC) so that the Building meets standards necessary for it to receive certification under the Leadership in Energy and Environmental Design ("LEED") Green Building Rating System. In accordance with the LEED requirements, as set forth in full detail in the Description of Property in Part II of the Plan, Non-Residential Purchasers must agree to specific LEED requirements in their Purchase Agreements, including: (i) a commitment to share energy and water usage data, (ii) energy and atmosphere requirements (rules regarding refrigerants), (iii) indoor environmental quality requirements (including ventilation requirements), (iv) controllability of systems/thermal comfort and (v) smoking prohibitions in the Non-Residential Units and the Common Elements of the Building. While the Sponsor has applied for certain LEED credit, the Building must be evaluated upon completion. Prospective Purchasers are advised that Sponsor makes no guaranty or assurance that LEED credit will be issued for the Building.

ARTICLE 7
REAL ESTATE TAXES; TAX CERTIORARI PROCEEDINGS

7.1 Real Estate Taxes; Impositions.

7.1.1 Until the Office Units are separately assessed and billed for real estate tax purposes, the Office Board will pay all real estate taxes with respect to the Office Section to the Department of Finance of the City of New York (or directly to Declarant if and to the extent Declarant has paid such taxes) and allocate the cost thereof (and all refunds thereof) among all the Office Units as hereafter set forth. The Office Board will first allocate such taxes to each Office Common Charge Obligor in accordance with their respective proportionate Office Common Interests. Such taxes will be paid by the Office Board in a timely manner so that no lien will be placed on the Property or on any Office Unit. An Office Unit Owner will not be responsible for the payment of, and will not be subject to any lien arising from, the nonpayment of real estate taxes assessed against or allocated to any other Office Unit(s). Each Office Unit Owner shall be responsible for the Impositions payable in respect of its Office Unit.

7.2 Tax Certiorari Proceedings.

(a) By the Master Board. The Master Board, on behalf of and as agent for the Unit Owners, shall commence, pursue and settle certiorari proceedings to obtain reduced real estate tax assessments with respect to such Units. Each Unit Owner agrees to and shall indemnify the Master Board and the other Unit Owners from and against all claims, costs and expenses (including, without limitation, attorneys' fees and expenses) resulting from such proceedings. During the pendency of any such proceedings, the Unit Owners shall share in the costs thereof in relative proportion to their respective General Common Interest; and upon the conclusion of any such proceedings, such Persons shall, after retroactive adjustment for any overpayments or underpayments as a result of prior sharing on the basis of General Common Interest, share in the costs thereof in relative proportion to the benefits derived by such Unit Owners therefrom. In the event any such Unit Owner individually seeks to have the assessed valuation of its Unit reduced by bringing a separate certiorari proceeding, the Master Board, if necessary or desirable for such proceeding, will execute any documents or other papers required for, and otherwise cooperate with such Unit Owner (at such Unit Owner's cost and expense) in pursuing, such reduction, provided that such Unit Owner indemnifies the Master Board from all claims, costs and expenses (including, without limitation, attorneys' fees and expenses) resulting from such proceedings.

(b) By the Office Board. Notwithstanding the foregoing, the Master Board may, in writing, authorize the Office Board to act as its agent, and on its behalf, in fulfilling the Master Board's duties set forth in Section 7.2(a) of these Office By-Laws on behalf of the Office Unit Owners. In the event the Master Board does so authorize the Office Board, the certiorari proceedings to obtain reduced real estate tax assessments with respect the Office Section shall be commenced, pursued, compromised and settled as and to the extent set forth in Section 7.2(a) above.

ARTICLE 8
ALTERATIONS

8.1 Alterations to the General Common Elements. Alterations or Repairs which shall modify, affect or impair any General Common Elements of the Building or which would have a material adverse effect on the structural, mechanical, electrical or plumbing elements of the Building or the exterior appearance of the Building or will affect multiple Sections of the Building (collectively, a "GCE Alteration") shall be performed in the manner set forth in the Master By-Laws. The determination of whether an alteration or repair affects more than one Section shall be made solely by the Master Board.

8.2 Alterations to the Office Section.

8.2.1 Prior to the issuance of a Permanent Certificate of Occupancy, the Office Board shall not, without first obtaining the written consent of Declarant or its designee, perform any work on the Office Common Elements or give consent to any Office Unit Owner to perform any work on any portion of the Building. The Declarant's (or its designee's) consent may be conditioned upon such requirements as the Declarant (or its designee) determines, including, but not limited to, a requirement that all such work be completed within six (6) months from commencement of construction.

8.2.2 Alterations to the Office Common Elements. Alterations or Repairs to the Office Common Elements shall be performed by the Office Board, and the cost thereof will be allocated among the Office Common Charge Obligors as an Office Common Expense in accordance with the Office Expense Allocation Schedule. The Office Board shall not perform any Alterations to the Office Common Elements without the prior consent of the Master Board, which consent shall not be unreasonably withheld or delayed.

8.2.3 Alterations to Office Units. Subject to Section 8.2.1 above, an Office Unit Owner (other than Declarant or its designee) must obtain the consent of the Office Board prior to performing any Alterations or Repair in, to or affecting any Office Unit (an "**Office Unit Alteration**"), which consent shall not be unreasonably withheld or delayed. Prior to the commencement of any Office Unit Alteration, the Office Unit Owner performing such Office Unit Alteration (the "**Office Unit Work Performer**") shall deliver for approval by the Office Board's architect and the Office Board's consulting engineer the proposed Alteration for review and approval, and the Office Unit Work Performer shall complete all of the following ("**Office Unit Alteration Obligations**"):

(a) Office Unit Work Performer shall provide the Office Board and the Managing Agent with a list of all contractors and subcontractors who, in connection with the Office Unit Alteration, will perform any services or furnish any materials.

(b) Office Unit Work Performer shall provide the Office Board and the Managing Agent with a complete, conformed and true copy of each and every agreement made between the Office Unit Work Performer and its contractors and suppliers in connection with the performance of the Office Unit Alteration. Each such agreement must require the contractor performing any portion of the Office Unit Alteration to name each of the Master Board and its Managing Agent, the Declarant and its designee, the Office Board and its Managing Agent, any Unit Owner affected by the Office Unit Alteration, and the Office Unit Work Performer as additional insureds, as their interests may appear.

(c) Office Unit Work Performer shall provide the Office Board and its Managing Agent with a written statement from a licensed electrician, engineer or architect, certifying that the electrical loads required during and subsequent to the Office Unit Alteration (i) will not exceed the present electrical capacity of the affected Unit (if any) and (ii) will not adversely affect the electrical service of the Building.

(d) Office Unit Work Performer shall file the Plans with all appropriate New York City governmental agencies and shall obtain all governmental approvals, permits, sign-offs and certificates that may be required in connection with the Office Unit Alteration. Office Unit Work Performer shall notify the Office Managing Agent of the building permit number, if any, assigned to the Plans. Furthermore, within ten (10) days after receipt of the same by Office Unit Work Performer, Office Unit Work Performer shall deliver to the Managing Agent copies of every approval, permit, sign-off and certificate issued in connection with the Office Unit Alteration.

(e) Office Unit Work Performer shall deliver to the Office Board and its Managing Agent, certificates, or other proof of the following insurance coverage from his contractor(s):

(i) comprehensive personal liability and property damage insurance policies, each with limits not less than $1,000,000; and

(ii) workers' compensation and employer's liability insurance covering all employees of any contractor, subcontractor, or both.

The certificates of such insurance coverage shall evidence the fact that the Master Board and its Managing Agent, the Declarant and its designee, the Office Board and its Managing Agent, any Unit Owner affected by the Office Unit Alteration, and the Office Unit Work Performer are named as additional insureds, as their interests may appear.

(f) During the performance of any such Office Unit Alteration, the Office Unit Work Performer shall comply with the following requirements:

(i) The Office Unit Alteration shall be performed only between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday, unless a different time period is approved by the Office Board. No part of the Office Unit Alteration may be performed on Saturdays, Sundays or Holidays.

(ii) To the extent necessary, the Office Unit Work Performer hereby agrees to cause every person connected with the Office Unit Alteration who enters the Building to show proper identification, identifying themselves to the staff at the Premises. The Office Unit Work Performer agrees that the Master Board, or Office Board, and their representatives, including any Building personnel, shall have the right to prevent any of the Office Unit Work Performer's workers from entering the Building if they fail to exhibit satisfactory identification.

(iii) Office Unit Work Performer agrees that during the Office Unit Alteration, dust from the debris shall be controlled. A dust-proof partition shall be temporarily installed during the Office Unit Alteration to prevent dust or debris from entering the stairwells, elevator shafts, hallways and/or other Sections or Units in the Building. Office Unit Work Performer shall further cause whatever other precautions are necessary to be taken to prevent dirt and dust from entering the other parts of the Building or the other Sections or Units in the Building during the performance of the Office Unit Alteration. Office Unit Work Performer shall cause its contractors to broom-clean all affected Building areas each night before the contractors leave the Building. Office Unit Work Performer understands that the Building shall be kept reasonably clean at all times, and shall cause his contractors and subcontractors to keep the Building in such condition. In the event that Office Unit Work Performer or his contractors fail to comply with the cleanliness requirements, the Office Board may cause such rubbish to be removed and the Office Unit Work Performer shall be liable to for the costs thereof.

(iv) Office Unit Work Performer shall be responsible for checking the water pressure in the plumbing lines before and after the Office Unit Alteration to determine that there is no reduction in water pressure, and shall further be responsible for any and all work required to maintain such water pressure. No water shutdowns

are permitted unless approved by the Office Board. Office Unit Work Performer shall submit a written request to the Office Board not less than one week prior to proposed shutdown. The appropriate Building personnel and Board representatives will monitor all water shutdowns.

(v) Office Unit Work Performer shall, in all instances, cause its contractors, subcontractors and all other workmen performing the Office Unit Alteration to take all reasonable steps necessary to prevent the scratching and other destruction of the elevators and hallways. Office Unit Work Performer agrees to cause the repair of any scratching or other damage to the elevators resulting from the Office Unit Alteration within three (3) days of receipt of written notice of such damage. Office Unit Work Performer understands that under no circumstances may any material be transported on the top of the elevator cabs or through the hatch.

(vi) All rubbish, rubble, discarded equipment or other materials, including, but not limited to empty packing cartons, are to be promptly removed from the Building, at the sole cost and expense of the Office Unit Work Performer, in barrels, or such other appropriate receptacles, by way of the service elevator, at such reasonable times and in such manner as the Master Board, the Office Board, either or both their Managing Agents, or authorized representatives may direct. No accumulation of debris shall be permitted in any common area of the Building, including, but not limited to, the hallways, lobby or courtyards. No "street containers" or "dumpsters" for the storage of rubbish shall be placed or maintained outside the Building without the prior written consent of the Master Board, and under no circumstances will dumpsters be permitted during weekends or holidays. In the event that Office Unit Work Performer or his contractors fail to comply with the rubbish removal requirements, the Office Board may cause such rubbish to be removed and the Office Unit Work Performer shall be liable to for the costs thereof.

(vii) In the event that, in the reasonable discretion of the Office Board or its Managing Agent, the Office Unit Alteration is interfering with any Board's or with the Declarant's obligations or the expedient repair, operation or maintenance of the Building, then, upon written notice the Office Unit Work Performer agrees to suspend the interfering work forthwith, pending further written authorization from the Office Board to continue with the Office Unit Alteration. Furthermore, the Office Unit Work Performer agrees to stop any work on the Office Unit Alteration if at any time he is notified that the Office Board's architect or engineer has found that the work being performed (a) is in substantial deviation from the Plans, unless such deviations shall have been first approved by the Office Board; (b) is in violation of the local building code or any other law, code, rule or regulation of any federal, state or local governmental authority; or (c) is being performed in an unworkmanlike manner or the materials being used in connection therewith are of an inferior quality.

(viii) All work included in the Office Unit Alteration shall be performed only by contractors duly licensed by the City of New York, if any license is required. No contractor whose hire would result in a violation of any agreement between the Condominium and any union that is the collective bargaining agent of any employees

of the Condominium shall be engaged.

(ix) The Office Unit Work Performer agrees to promptly and expeditiously prosecute the Office Unit Alteration to completion. The Office Unit Work Performer represents that the Office Unit Alteration shall be completed within six (6) months from the commencement of construction so as to enable Declarant and/or its designees to obtain the Permanent Certificate of Occupancy.

(x) Notwithstanding anything herein to the contrary, the Office Unit Work Performer shall be solely responsible for (i) any violations or objections of law, rule, regulation or order, resulting from the Office Unit Alteration, and shall cause the same to be cured within thirty (30) days of the issuance of said violation or objection; and (ii) closing permits on the earlier to occur of six (6) months from obtaining such permits or sixty (60) days from the substantial completion (or abandonment) of the Office Unit Alteration (and if not, then Declarant, its designee and/or the Office Board shall have the right to either (a) complete such portions of the Office Unit Alteration on behalf of the Office Unit Work Performer at the Office Unit Work Performer's sole cost and expense or (b) compel the Office Unit Work Performer to complete the Alteration in a manner which enables the Declarant to obtain a Permanent Certificate of Occupancy within six (6) months from commencement of the Office Unit Alteration.) The Office Unit Work Performer shall bear all costs attributable thereto, including but not limited to the payment of any penalty and or fine levied in connection therewith.

(xi) The Office Unit Work Performer shall assume all responsibility for the Office Unit Alteration and agrees that the Declarant, the Master Board, any Section Board, any of their Managing Agents, nor any Unit Owner shall not be responsible for the failure of efficient performance of Building services resulting from the Office Unit Alteration.

(xii) The Office Unit Work Performer is required to pay $1,000 to the Office Board for an initial Office Unit Alteration Review Fee. Such fee covers the initial review of the Office Unit Alteration plans and one additional review to confirm that all changes thereto required by the Office Board have been made. Any additional review (whether due to the failure of the Office Unit Work Performer's architect to comply with the Office Board's comments, design changes or otherwise) will be charged to the Office Unit Work Performer as an additional expense and the Office Board shall have the same collection and enforcement rights with respect to such additional changes as it has with respect to Office Common Charges.

8.2.4 All Office Unit Alterations shall be performed: (i) at the Office Unit Alteration Performer's sole cost and expense; (ii) in a manner which will not interfere with, or cause any labor disturbances or stoppages in, the work of Condominium employees or other contractors or subcontractors employed in the Sections, Units or the Building; (iii) employing such architects, engineers, contractors, subcontractors, suppliers and other laborers who are on the Managing Agent's then approved list, as such list may change from time to time, in the sole discretion of the

Master Board (iv) in a manner which does not interfere with any means of ingress or egress or Common Elements (in terms of staging/storing materials or equipment); and (v) in compliance with the Declaration, the Master By-Laws, these Office By-Laws, the overall Building standards and all Laws.

8.2.5 Prior to, and as a condition of, the granting of its consent to the making of any such Office Unit Alteration (to the extent such consent is required) the Office Board, at its option, may require the Office Unit Alteration Performer to execute an agreement, in form and substance satisfactory to the Office Board, setting forth the terms and conditions under which such Office Unit Alteration may be made.

8.2.6 Declarant, its designee and/or the Office Board shall have the right to update and revise the foregoing Office Unit Alteration Obligations and shall have the right, upon the review of materials submitted pursuant to the Office Unit Alteration Obligations, to request revisions thereto.

8.3 Alterations or Repairs Affecting More Than One Section. Without limiting the applicability of any other provision of the Declaration, the Master By-Laws or these Office By-Laws, any Person performing any Alterations or Repairs to areas of the Building which affects any combination of the Sections shall, with respect to that portion of the work, (i) obtain prior written consent from the Master Board and the Declarant and (ii) fulfill the Office Unit Alteration Obligations (set forth in Section 8.2 of these Master By-Laws). The determination of whether an Alteration or Repair affects more than one Section shall be made solely by the Master Board.

8.4 Alterations to Unsold Office Units by Declarant or its Designee. Notwithstanding anything to the contrary contained in the Declaration, the Master By-Laws or these Office By-Laws (but subject to all Laws), Declarant and its designee(s) shall have the right pursuant (and subject) to the terms and conditions set forth in Part I of the Offering Plan, the Declaration and the Master By-Laws, without the approval of the Office Board, to: (i) make any Alterations and Repairs in or to any Unsold Office Units, whether structural or nonstructural, interior or exterior, ordinary or extraordinary; and (ii) subdivide, combine and change the boundary walls of Unsold Office Units. The foregoing rights set forth in this Section 8.4 include, but are not limited to the right to (a) change the size, square footage, layout of, or number of, rooms in any Unsold Office Unit, (b) change the size, or number of, Unsold Office Units by dividing one or more Unsold Office Units into two or more separate Office Units, by combining two or more Unsold Office Units into one or more Unsold Office Units, by altering any boundary walls between Unsold Office Units or by incorporating Office Common Elements (such as a portion of a hallway, without changing the appurtenant Office Common Interests, which will thereafter be deemed to be a Limited Office Common Element) which exclusively benefits an Unsold Office Unit, into such Unsold Office Unit and, (c) if appropriate, reapportion among the Unsold Office Units affected by any such change the aggregate Office Common Interests appurtenant to such Unsold Office Units. In the event of any change pursuant to either (b) or (c) above, such change shall be disclosed in a duly filed amendment to the Offering Plan. In connection with an Office Unit for which a Purchase Agreement is then in effect, no adverse material change will be made to the Office Unit without its Purchaser's consent. For purposes of this section, it is a rebuttable presumption that any change which diminishes the square footage area

(excluding interior partitions) of a Unit for which a Purchase Agreement is then in effect by 5% or less shall not be deemed to be an adverse material change.

8.5 Notwithstanding anything in this Article 8 to the contrary, the Person performing or causing, permitting or suffering any Alterations to be performed shall, if required by the Master Board or the Office Board, pay the cost of (x) any necessary amendment of the Declaration and the floor plans of the Condominium, if appropriate, to reflect any such Alterations, (y) obtaining all necessary governmental permits, authorizations, certificates and licenses for the commencement and completion of any Alterations (and copies thereof shall be delivered to the Master Board and Office Board promptly after the issuance thereof and prior to the commencement of any Alterations or Repairs), and obtaining any amendment to the Certificate of Occupancy for the Office Section or the affected Office Unit(s), if necessary, and (z) any architectural, engineering and legal fees incurred by the Master Board or the Office Board in connection with such work. None of the Master Board, the Office Board or any Person (other than the Person making or causing, permitting or suffering any Alterations to be made in or to its Office Unit) shall incur any liability, cost, or expense either: (a) in connection with the preparation, execution, or submission of the applications referred to above; (b) to any contractor, subcontractor, supplier, architect, engineer or laborer on account of any Alterations made or caused, permitted or suffered to be made by any Office Unit Owner; (c) to any person or entity asserting any claim for personal injury or property damage arising therefrom; or (d) arising out of a Person's failure to obtain any permit, authorization, certificate or license, or to comply with the Declaration, the Master By-Laws, these Office By-Laws and all Laws insofar as the same relates to Alterations. A Person making or causing, permitting or suffering any tenant or occupant to make, any Alteration shall be deemed to have agreed to indemnify and hold the Master Board and its Managing Agent, the Office Board and its Managing Agent and all other Office Unit Owners harmless from and against any liability, loss, cost, or expense arising therefrom, and from and against any and all loss, cost, expense (including, but not limited to, attorneys' fees and disbursements), damage or injury, whether direct, indirect or consequential, resulting from, arising out of, or in any way connected with, any of the foregoing.

8.6 If any Person commences any such Alterations in violation of the foregoing terms and conditions, or fails to comply with the reasonable requirements of Declarant, the Master Board or the Office Board in connection with the same, Declarant, the Master Board or the Office Board shall be entitled to cause such work to be halted, including, without limitation, to cause the Office Managing Agent to deny access to the Building to the workers and suppliers, until the Person complies with the same. During the period until such Person is permitted hereunder to resume its work, Declarant, the Master Board and the Office Board shall have the right to perform any and all work as may be necessary, in Declarant's, the Master Board's or the Office Board's sole judgment, in order to avoid any delay in obtaining a temporary or permanent Certificate of Occupancy for the Building (or any amendment to, or extension of, the same if theretofore issued), whether or not such work shall be in compliance with the plans and specifications for the work theretofore performed by, or on behalf of, such Person. The cost and expense of any such work performed by Declarant, the Master Board or the Office Board, as the case may be, shall be borne by such Person and shall be paid to Declarant, the Master Board or the Office Board, as applicable, within fifteen (15) days of written demand therefor.

ARTICLE 9
MECHANIC'S LIENS, VIOLATIONS; COMPLIANCE WITH LAWS AND INSURANCE REQUIREMENTS; HAZARDOUS MATERIALS

9.1 Mechanic's Liens. In the event that any mechanic's lien is filed against any Office Unit or other portion of the Property as a result of services provided or materials furnished to, or Alterations or Repairs or other work performed for an Office Unit Owner (or such Unit Owner's Occupants or Permittees) with respect to its Office Unit (each such Office Unit Owner, for purposes of this Section 9.1, being referred to as the "**Lien-Causing Office Unit Owner**"), or alleged to have been provided or furnished to, or performed for, any such Lien-Causing Office Unit Owner, then such Lien-Causing Office Unit Owner shall promptly notify the Office Managing Agent (or, if there is no Office Managing Agent, the Office Board) of same, and shall cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or by posting a bond or other security as shall be required by law to obtain such release and discharge, in each case within thirty (30) days after receiving from the Office Board or Office Unit Owner whose Office Unit has been adversely affected by such mechanic's lien; or from the Master Board if any General Common Elements have been adversely affected by such mechanic's lien, a notice (a "**Lien Notice**") identifying the lien and requesting that the same be released or discharged, failing which the Master Board (in the case of a Lien-Causing Unit Office Owner shall have the rights set forth in Article 12 of the Master By-Laws. For purposes of this Section 9.1, the Office Board or Office Unit Owner shall be deemed to be "adversely affected" by a mechanic's lien (which is the responsibility of a Lien-Causing Office Unit Owner to remove, as aforesaid) if: (i) in the case of the Office Board, any of the Office Units, or (ii) in the case of an Office Unit Owner that is affected, such Office Unit Owner's Unit is/are reasonably purportedly (whether or not actually) encumbered by or subjected to the mechanic's lien (provided such mechanic's lien arises from services provided or materials furnished to, or Alterations or Repairs or other work performed for or alleged to have been provided or furnished to, or performed for, the Lien-Causing Office Unit Owner, and not by, to or for the putatively 'adversely affected' Office Unit Owner or Board or its/their Occupants or Permittees). In all events, the Lien-Causing Office Unit Owner shall defend, protect, indemnify and hold harmless all other Office Unit Owners and Boards (and any of their Occupants) from and against any and all Costs arising out of or resulting from the applicable mechanic's lien. Copies of all Lien Notices sent by the Office Board or Office Unit Owners shall be simultaneously sent to the Master Board.

9.2 Violations. In the event that any violation shall be noted or noticed against any Office Unit or other portion of the Office Section as a result of any condition at the Property created or suffered by or existing with respect to: (a) an Office Unit Owner (or such Unit Owner's Occupants or Permittees) with respect to its Unit (each such Office Unit Owner, for purposes of this Section 9.2, being referred to as the "**Violation-Causing Office Unit Owner**"); (b) the Office Board (or its Managing Agent or such Board's Occupants or Permittees) with respect to the Office Common Elements or any Office Unit owned by the Office Board or its designee (for purposes of this Section, such Board being referred to as the "**Violation-Causing Office Board**"), the Violation-Causing Office Unit Owner or the Violation-Causing Office Board, as the case may be, shall promptly notify the Condominium's Managing Agent (or, if there is no Managing Agent, the Master Board) of same, and shall cause the violation to be removed and the condition giving rise to the violation to be cured, in each case within thirty (30) days after receiving, from the Office

Board or Office Unit Owner whose Unit has been adversely affected by such violation, a notice (a "**Office Violations Notice**") identifying the violation and requesting that the same be removed and the condition giving rise to it be cured (provided that if such violation cannot, notwithstanding diligent efforts, be removed and/or such condition cured within such thirty (30) day period, the Violation-Causing Office Unit Owner or the Violation-Causing Office Board, as the case may be, commences the removal of such violation and/or the curing of such condition as promptly as practicable within such thirty (30) day period and thereafter proceeds with diligence and continuity to complete such removal and/or cure); failing which: (y) the Master Board (in the case of a Violation-Causing Office Unit Owner or the Violation-Causing Office Board), or (z) each of the Unit Owners and the Section Boards (if the Master Board is the Violation-Causing Board), shall have the rights set forth in Article 12 of these Office By-Laws. For purposes of this Section 9.2, the Office Board or an Office Unit Owner shall be deemed to be "adversely affected" by a violation or condition giving rise to a violation (which is the responsibility of a Violation-Causing Unit Office Owner or Violation-Causing Office Board to remove or cure, as aforesaid) if: (i) in the case of the Office Board that is affected, any of the Office Common Elements; or (ii) in the case of an Office Unit Owner that is affected, any of such Office Unit Owner's Unit is/are reasonably purportedly (whether or not actually) subjected to the violation or the violation is noted against same (provided such violation arises from a condition at the Property created or suffered by the Violation-Causing Office Unit Owner or the Violation-Causing Office Board, and not by the putatively 'adversely affected' Office Unit Owner or Office Board or its/their Occupants or Permittees). In all events, the contesting Office Unit Owner or Office Board shall defend, protect, indemnify and hold harmless all other Unit Owners and Boards (and their Occupants) from and against any and all Costs arising out of or resulting from any proceeding undertaken pursuant to this Section 9.2 or the underlying violation or non-compliance related thereto. Copies of all Office Violations Notices sent by the Office Board or Office Unit Owners shall be simultaneously sent to the Master Board.

9.3 Compliance with Laws, Insurance Requirements. The Office Board shall promptly comply and/or cause the Office Units Owners, Occupants or Permittees to comply with all Laws and Insurance Requirements applicable to such Office Unit Owner's or Units owned by the Office Board or Office Common Elements, as applicable; provided, however, that each Office Unit Owner shall have the right to contest, by appropriate legal or administrative proceedings diligently conducted in good faith, the validity or applicability to it of any such Law or Insurance Requirement and may delay compliance until a final decision has been rendered in such proceedings and appeal is no longer possible, unless such delay is reasonably likely to (1) render the other Office Unit or any portion of any of the Office Common Elements liable to forfeiture, involuntary sale or loss, (2) result in involuntary closing of any business conducted thereon or therein, (3) subject another Unit Owner or Board to potential or real civil or criminal liability, (4) impair or prohibit any insurance required to be maintained hereunder or under any of the other Condominium Documents, or (5) subject any other Unit or Common Element to any lien or encumbrance, in which case (with respect to any of the foregoing clauses (1)-(5)) the contesting Office Unit Owner shall immediately take such steps as may be necessary to prevent any of the foregoing, including posting bonds or security for complying with such Law or Insurance Requirement. If such alternate measures shall not be effective to prevent any of the foregoing, then such contesting Person shall comply with the applicable requirements pending the resolution of any such contest. Each non-contesting Office Unit Owner shall cooperate to the fullest extent

necessary with any contesting Office Unit Owner in any proceeding undertaken pursuant to this provision, including executing necessary documents or consents to such contest, provided all costs and expenses incurred with respect thereto are paid by the contesting Office Unit Owner, as the case may be. In all events, the contesting Office Unit Owner shall defend, protect, indemnify and hold harmless all other Unit Owners and Boards (and their Occupants) from and against any and all Costs arising out of or resulting from any proceeding undertaken pursuant to this Section 9.3 or the underlying violation or noncompliance related thereto.

9.4 Hazardous Materials. Neither the Office Board nor any Office Unit Owner (or their Occupants or Permittees) shall store, use or permit the storage or use of Hazardous Materials on, about, under or in any Office Unit or otherwise in or on the Property. Each Office Unit Owner shall defend, protect, indemnify and hold harmless the Office Board and each other Office Unit Owner (and the Occupants of each of the foregoing) from and against any and all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including, but not limited to, costs of investigation, remedial response, and reasonable attorneys' fees and cost of suit, arising out of or resulting from any Hazardous Material stored, used, maintained, released, or otherwise introduced by such Office Unit Owner (including its Occupants and Permittees) under or in its Office Unit, the Office Common Elements and General Common Elements or otherwise in or on the Property.

ARTICLE 10
RECORDS AND AUDITS

10.1 The Office Board. The Office Board (or its Managing Agent) shall keep detailed records of the actions of the Office Board, minutes of the meetings of the Office Board, minutes of the meetings of the Office Unit Owners, and financial records and books of account with respect to the activities of the Office Board, including a listing of all receipts and expenditures. In addition, the Office Board shall keep a separate account for each Office Common Charge Obligor which, among other things, shall contain the amount of each assessment of Office Common Charges and other amounts required by the Office Board to be paid by such Person, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid.

10.1.1 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 or an independent certified public accounting firm, shall be submitted by the Office Board to all Office Unit Owners and the Master Board, and any Registered Mortgagees and Permitted Mortgagees who have requested the same in writing. The cost of such report submitted by the Office Board shall be an Office Common Expense.

10.2 Availability of Documents. Copies of the Declaration, the Office By-Laws and Office 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 Office Board and shall be available for inspection by Office Unit Owners and their authorized agents during reasonable business hours and upon reasonable prior notice.

ARTICLE 11
INSURANCE; CASUALTY; CONDEMNATION

11.1 Office Board's Insurance Requirements. The Office Board (on behalf of the Office Section) shall obtain and maintain, to the extent obtainable and maintainable at commercially reasonable rates, any and all insurance required to be maintained pursuant to the Master By-Laws and, to the extent otherwise determined by the Master Board.

11.2 Office Unit Owner's Insurance Requirements. Each Office Unit Owner shall obtain and maintain the following insurance in such amounts and in such limits as described below, or in such higher amounts and in such higher limits as the Office Board, from time to time, may determine:

11.2.1 Liability insurance, with a limit of not less than $1,000,000 per occurrence, and an Umbrella Liability Policy with limits of not less than $5,000,000 per occurrence and annual aggregate per location, covering the interests of the Office Unit Owner and its Permitted Mortgagee in the applicable Office Unit as their respective interests may appear. Such insurance may, at the option of the Office Unit Owner, be effected by a Homeowners H0-6 form (or its equivalent). The Office Unit Owner purchasing such policy shall be the named insured.

11.3 Insurance Requirements During the Course of Alterations and/or Repairs. The Office Board may promulgate, as part of the Office Rules and Regulations, rules and regulations specifying, with respect to the performance of Alterations and/or Repairs by any Person, whether insurance is required to be carried with respect to such Alteration and/or Repair and if so, the type of insurance required, the amount thereof, the Person required to carry any such insurance and such other related matters as the Office Board shall deem appropriate. Notwithstanding anything to the contrary contained in these Office By-Laws, provisions consistent with this Section 11.3 shall be part of such rules and regulations only to the extent, if any, deemed appropriate by the Office Board. Nothing herein shall be construed to restrict or limit any other provision of these Office By-Laws.

11.4 Insurance as an Office Common Charge.

11.4.1 The premiums for all insurance referred to in Section 11.1 above shall be an Office Common Expense and shall be borne by each of the Office Common Charge Obligors as an Office Common Charge in proportion to the relative Office Common Interests. Any Office Common Charge Obligor may request the Office Board to obtain and maintain for its benefit any additional coverages and any changes or amendments to the terms and conditions of existing coverages as such requesting Office Common Charge Obligor sees fit (collectively, the "**Additional Insurance Coverage**") and may require that all proceeds of any such Additional Insurance Coverage (to the extent that it can be determined with reasonable certainty that such proceeds relate to such Additional Insurance Coverage and not to insurance purchased by the Office Board on its own behalf) be payable to such Office Common Charge Obligor (and if, notwithstanding such requirement, proceeds are paid to the Office Board or the Insurance Trustee, then notwithstanding any other provision of these Office By-Laws to the contrary, such proceeds shall be turned over to such Office Common Charge Obligor); provided, however, that (A) the cost of such Additional Insurance Coverage shall be borne entirely by the Person requesting it and such Person shall

indemnify the Office Board from any loss, cost and expense (including reasonable attorney's fees) in connection therewith and (B) the Additional Insurance Coverage shall not (i) preclude the Office Board from purchasing, for itself, insurance coverage similar to such Additional Insurance Coverage, (ii) preclude the Office Board from receiving proceeds from any Office Board Insurance, (iii) cause the Office Board Insurance to be less protective or (iv) adversely affect the interests of the Office Unit Owners or any other Board.

11.4.2 If the use of all or any portion of the Office Section in violation of these Office By-Laws, the Master By-Laws or the Declaration causes an increase in the premium for the insurance which the Master Board, the Office Board, or any Office Unit Owner is required to obtain and maintain as set forth herein or otherwise, then the Office Common Charge Obligor responsible for such portion of the Office Section shall be obligated to pay to the Master Board, as an additional General Common Charge, or to pay to the Office Board, as an additional Office Common Charge, or to pay the Office Unit Owner, as the case may be, a sum equal to the amount of such increase attributable to such use.

11.5 General Insurance Matters.

11.5.1 Self-Insurance. Notwithstanding anything in these Office By-Laws to the contrary, no Person may provide the insurance coverages required under these Office By-Laws pursuant to any plan of self-insurance.

11.5.2 Blanket Policy. The insurance coverage required of any Person under this Article 11, at the option of such Person, may be offered under a blanket policy or policies, provided that any such blanket policy shall otherwise comply with the provisions of these Office By-Laws. With respect to blanket property polices covering the applicable property to be insured pursuant to these Office By-Laws (the "**Insured Office Property**") and other properties and assets not constituting a part of such Insured Office Property, such blanket policies shall be without possibility of co-insurance or reduction below the limits required by this Article 11 by reason of, or damage to, any other property (real or personal) named therein. If the insurance required by these Office By-Laws shall be effected by any such blanket policy, such Person shall furnish to the Person or Persons specified in Section 11.5.4 hereof (when and as such deliveries would be required for the insurance regularly required by these Office By-Laws not constituting blanket coverage) valid certificates of insurance evidencing such policy, with schedules thereto attached (with respect to property or building insurance) showing the amount of insurance afforded by such policies applicable to the Insured Office Property.

11.5.3 Policy Requirements. All policies required to be obtained pursuant to the Master By-Laws and these Office By-Laws shall:

(a) be purchased from and maintained with companies duly authorized, and preferably admitted to do business in the State of New York, which are rated at the time of purchase or renewal of such policy in the then most current A.M. Best Key Rating Guide with ratings of A- and IX or better (or the equivalent of such rating if there is a change in the basis of the rating, or any successor publication of comparable standing) with respect to policies required to be obtained by the Office Board. The foregoing shall not apply to the Office Unit Owners, and the insurance

companies furnishing the policies required to be obtained by the Office Unit Owners pursuant to these Office By-Laws shall be rated pursuant to and in accordance with applicable standards, if any, to be determined by the Office Board.

(b) with respect to Special Causes of Loss or other property coverage, contain a waiver of the insurer's right of subrogation against the Unit Owners, the Boards, any Registered Mortgagee and all Occupants.

(c) provide that before any material change or cancellation of a policy for which an additional insured or loss payee is required to be named pursuant to this Article 11, at least thirty (30) days advance written notice shall be given in the case of insurance required to be maintained by (y) the Office Board, to the Master Board, the Office Board, the Retail Board and the Parking Unit Owner, and (z) an Office Unit Owner, to the Office Board.

(d) be primary as to the named insured and not be entitled to contribution from any other insurance that may be maintained by any other party.

(e) contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of the policy holder.

11.5.4 Condominium as Additional Insured. All policies required to be obtained pursuant to these Office By-Laws shall name the Condominium as an additional insured.

11.5.5 Evidence of Insurance.

(a) Office Unit Owner Insurance. Each Office Unit Owner shall deliver to the Office Board a certificate of insurance evidencing the insurance required to be maintained by such Unit Owner under Section 11.2 above and all renewals thereof, evidencing same, and promptly after issuance of any renewal or replacement policy, together with proof of payment of premiums. Renewals shall be obtained at least twenty (20) days prior to the expiration of the then current policies.

(b) Office Board Monitoring of Office Unit Owner Insurance. The Office Board shall take commercially reasonable steps to enforce the obligations of its Office Unit Owners under Section 11.2 and Article 12 of these Office By-Laws, and shall, on a semi-annual basis upon request, provide to the Master Board a report detailing those Office Unit Owners that have not so complied, but the Office Board shall have no liability for the failure of such Office Unit Owners to so comply. Nothing contained in this Section 11.5.5(b) shall be deemed to limit the obligations of Office Unit Owners under Section 11.2 and Article 12 of these Master By-Laws. The Office Board shall not incur any liability for the failure of an Office Unit Owner to obtain and maintain any insurance required pursuant to the Declaration, the Master By-Laws or these Office By-Laws.

(c) Certificates of Insurance; Policies. In the event that any certificate of insurance shall fail to contain detail reasonably sufficient enough to enable the Person(s) who are

entitled to a copy of such certificate to reasonably determine if the insurance covered by such certificate complies with the provisions of this Article 11, then such Person or Persons shall have the right, upon reasonable notice to the Person maintaining such insurance, to inspect the policy or policies underlying such certificate.

11.6 Waiver of Subrogation. The Office Board and the Office Unit Owners (and their Occupants) (the "**Releasing Office Party**") hereby releases and waives for itself, and each Person claiming by, through or under it, each other Office Unit Owner and the Office Board and their respective Occupants (the "**Released Office Party**") from any liability for any loss or damage to all property of such Releasing Office Party located upon any portion of the Property, which loss or damage is of the type covered by "All-Risk" or Comprehensive Boiler & Machinery property insurance policies required to be carried under these Office By-Laws or the Master By-Laws, irrespective either of any negligence on the part of the Released Office Party which may have contributed to or caused such loss, or of the amount of such insurance required or actually carried, including any deductible. The Releasing Office Party agrees to obtain, if needed, appropriate language in its policies of insurance, and to the policies of insurance carried by its Occupants, with respect to the foregoing release.

11.7 Indemnification.

11.7.1 Indemnification by Office Unit Owners. Subject to the waiver of claims and waiver of subrogation set forth in this Article 11, each Office Unit Owner covenants to indemnify, defend and hold each other Unit Owner (and such other Unit Owner's Occupants) and each Board harmless (except for loss or damage resulting from the gross negligence, willful misconduct or bad faith of any such other Unit Owners or Boards, or their respective Occupants, managers directors, officers, agents, tenants, contractors, employees, servants, licensees (collectively, the "**Related Parties**")) from and against any and all claims, actions, suits, judgments, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees) in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the Office Unit owned by such Office Unit Owner, or occasioned wholly, or in part, by any gross negligence, willful misconduct or bad faith of such Unit Owner, or its respective Related Parties.

11.7.2 Indemnification by Boards. Subject to the waiver of claims and waiver of subrogation set forth in this Article 11, the Office Board covenants to indemnify, defend and hold each Unit Owner (and each Unit Owner's Occupants) and each other Board harmless (except for loss or damage resulting from the gross negligence, willful misconduct or bad faith of such Unit Owner or any such other Board, or their respective Related Parties) from and against any and all claims, actions, suits, judgments, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees) in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon (i) with respect to the Master Board, the General Common Elements, (ii) with respect to the Office Board, the Office Common Elements, and (iii) with respect to the Retail Board, the Retail Common Elements or occasioned wholly or in part by any gross negligence, willful misconduct or bad faith of the Boards, or their respective Related Parties.

11.8 Casualty and Condemnation.

11.8.1 Office Common Element Restoration Funds. All insurance proceeds under all policies required to be obtained by the Office Board with respect to any property loss (the "**OCE Restoration Insurance Proceeds**") and all condemnation awards, if any, with respect to the Office Common Elements (such sums, together with any interest or income earned thereon, but net of the reasonable fees, compensation and expenses incurred by the Insurance Trustee hereunder, collectively, the "**OCE Restoration Funds**") shall be payable to the Office Board, except that if the OCE Restoration Funds shall exceed $2,000,000, all OCE Restoration Funds shall be payable to the Insurance Trustee.

11.8.2 Use of OCE Restoration Funds. The Office Board shall (i) hold in trust on behalf of all Office Unit Owners any OCE Restoration Funds it receives, (ii) subject to the provisions of Sections 11.8.3 and 11.9 of these Office By-Laws, use the OCE Restoration Funds only for OCE Restoration Work and (iii) not commingle the OCE Restoration Funds with other funds being held by the Office Board.

11.8.3 Casualty to or Condemnation of Office Common Elements; Repair by Office Board; OCE Restoration Work.

(a) OCE Restoration Work. Except as provided herein, in the event of (i) the casualty of all or any part of the Office Common Elements, (ii) the taking in condemnation or by eminent domain of all or any part of the Office Common Elements, or (iii) the taking in condemnation or by eminent domain of all or any part of an Office Unit, then, subject to the provisions set forth below, the Office Board will arrange for the prompt repair and restoration of the part of the Office Common Elements affected by such casualty or impaired by such taking which, pursuant to the provisions of the Declaration or these Office By-Laws, are required to be maintained by the Office Board (the "**OCE Restoration Work**"). In the event of a casualty, such OCE Restoration Work shall restore the Office Common Elements so that they are the same type and quality as existed immediately prior to such casualty; provided, however, that Alterations to such Office Common Elements may be made in accordance with Article 8 of these Office By-Laws. In the event of a taking, such OCE Restoration Work shall take into account the physical constraints imposed by such taking, and accordingly the Office Common Elements may be altered (in accordance with Article 8 of these Office By-Laws) to account for such physical constraints; provided, however, that in no event shall the Office Board have the right to utilize additional space in any Unit in connection with such restoration, unless such right has otherwise been granted under these Office By-Laws, the Master By-Laws or the Declaration or in connection with such taking. Notwithstanding anything herein to the contrary, in no event shall the Office Board be obligated to restore any Unit Owner's fit-out or personal property contained within such Unit Owner's Unit or any Limited Common Elements appurtenant thereto.

(b) Disbursement of OCE Restoration Funds; OCE Restoration Funds Request. In the event of any OCE Restoration Funds held by the Insurance Trustee, (a) the Office Board shall apply to the Insurance Trustee for disbursement of the OCE Restoration Funds and (b) the Insurance Trustee shall disburse the OCE Restoration Funds to the Office Board in installments as the OCE Restoration Work progresses and in accordance with the provisions hereof and the provisions of the Insurance Trustee Agreement. Each request for OCE Restoration Funds (each

such request, together with all supporting documentation, herein called an "**OCE Restoration Funds Request**") shall also be sent to the Master Board and all Registered Mortgagees. Advances by the Insurance Trustee shall be made not more than once a month, after the Insurance Trustee's receipt of a written request therefor from the Office Board, addressed to the Insurance Trustee, provided that:

(i) such OCE Restoration Funds Request shall be accompanied by a certificate of a Certifying Professional (as defined below) in charge of the OCE Restoration Work (A) requesting payment of specified amounts of the OCE Restoration Funds equal to the amounts then due and owing to contractors or other parties (less any retainage amounts, if any, as determined by the Office Board) for performance of all or a portion of the OCE Restoration Work under specific contracts or agreements in respect of the OCE Restoration Work, or to the Office Board as reimbursement for a cost of the OCE Restoration Work paid by the Office Board, (B) describing in reasonable detail the OCE Restoration Work performed or materials provided under such contracts or agreements, for which OCE Restoration Funds are then being requested, (C) stating that such payment does not exceed the amount then due and owing (or reimbursable) in respect of the OCE Restoration Work completed to date and materials supplied under such contracts or agreements, (D) stating that all OCE Restoration Work has been performed substantially in accordance with the plans and specifications for such OCE Restoration Work, and that all such materials have theretofore been incorporated as Office Common Elements into the Building (except for such materials specifically delineated as not yet being so incorporated into the Building, and with respect to such materials, stating the status of such materials (if such materials are being fabricated) or stating the location of such materials (if such materials are stored off-site)), (E) stating that the cost to complete the OCE Restoration Work does not exceed the amount of the remaining funds held by the Insurance Trustee and (F) stating that the cost of such OCE Restoration Work and materials has not been previously made the basis of any OCE Restoration Funds Request (such certificate being herein called the "**Certificate**"); and

(ii) the Insurance Trustee receives waivers of all mechanic's and other similar liens (or title endorsements or other satisfactory evidence) with respect to all of the OCE Restoration Work for which an OCE Restoration Funds Request has previously been made and funded (if and only to the extent that such lien waivers have not been previously provided).

Upon compliance with subsections (i) and (ii) above, the amount requisitioned for such OCE Restoration Work shall be paid to the Office Board or the Persons designated in the Certificate. "**Certifying Professional**" shall mean an architect or a licensed professional engineer or engineering or construction consulting firm retained by the Office Board in connection with the OCE Restoration Work, which is experienced in the design and operation in the City of New York of structures similar to the Building and has provided services comparable to those being requested hereunder within not less than three (3) of the immediately preceding ten (10) years, and which is selected by the Master Board.

(c) OCE Restoration Funds Deficiency. If, as part of the Certificate accompanying the OCE Restoration Funds Request, or prior to the commencement of (and also at any time during the prosecution of) the OCE Restoration Work, the Certifying Professional or the Office Board reasonably estimates that the cost to complete the OCE Restoration Work exceeds the OCE Restoration Funds then being held by the Insurance Trustee or the Office Board, as the case may be, then the Office Board shall be required to notify each Office Common Charge Obligor of the amount of such estimated deficiency and each Office Common Charge Obligor's pro rata allocation thereof (which such allocation shall be determined consistent with the Office Common Interest of each Office Common Charge Obligor), and shall be payable by each Office Common Charge Obligor as a Special Assessment (hereinafter referred to as a "**Special OCE Restoration Assessment**"; all such Special OCE Restoration Assessments received by the Office Board, the "**Special OCE Restoration Assessment Proceeds**"). At the election of the Office Board, each Office Common Charge Obligor shall then pay its respective Special OCE Restoration Assessment either: (i) in a lump sum, to be paid as a Special Assessment pursuant to and in accordance with Section 6.1.4 of these Office By-Laws or (ii) in installments, as may be necessary, in the determination of the Office Board, to pay for the OCE Restoration Work. The Special OCE Restoration Assessment Proceeds shall be treated as if such monies were OCE Restoration Funds.

(d) Excess OCE Restoration Insurance Proceeds. To the extent not drawn upon and/or applied to the OCE Restoration Work, the Insurance Trustee and/or the Office Board, as the case may be, shall, after the completion of the OCE Restoration Work, return all excess OCE Restoration Insurance Proceeds to the Office Common Charge Obligors according to the Office Common Interest of such Office Common Charge Obligors (after deducting from the amount to be distributed to each Office Common Charge Obligor the amount, if any, of any Office Common Charges or Special Assessments (and other charges related thereto imposed under Section 12.1.4 of these Office By-Laws)) then due and owing from such Office Common Charge Obligor (such deducted amount, a "**OCE Delinquency Charge**").

(e) Excess Special OCE Restoration Assessment Proceeds. To the extent not drawn upon and/or applied to the OCE Restoration Work, the Insurance Trustee and/or the Office Board, as the case may be, shall, after the completion of the OCE Restoration Work, return all excess Special OCE Restoration Assessment Proceeds it receives to each Office Common Charge Obligor according to the pro rata share of such Office Common Charge Obligor's contribution to such Special OCE Restoration Assessment Proceeds, after deducting any OCE Delinquency Charge. If any Office Common Charge Obligor fails to pay its Special OCE Restoration Assessment in accordance with the provisions of Section 11.7.3(c) of these Office By-Laws, then the Special OCE Restoration Assessment of such Office Common Charge Obligor still due and payable (the "**Delinquent Special OCE Restoration Assessment**") shall be subject to late charges, interest, expenses and fees, all pursuant to and in accordance with Section 12.1.4 of these Office By-Laws (such charges, the "**Special OCE Restoration Assessment Penalties**"). Upon payment to the Office Board of the Delinquent Special OCE Restoration Assessment, and to the extent not drawn upon and/or applied to such completed OCE Restoration Work, then the Insurance Trustee and/or the Office Board, as the case may be, shall distribute the Delinquent Special OCE Restoration Assessment to each Office Common Charge Obligor, after deducting any OCE Delinquency Charge, according to the pro rata share of such Office Common Charge Obligor's contribution to the Special OCE Restoration Assessment Proceeds. The Special OCE

Restoration Assessment Penalties shall be distributed to each Office Common Charge Obligor (excluding the Office Common Charge Obligor paying such Special OCE Restoration Assessment Penalties) according to the pro rata share of such Office Common Charge Obligor's contribution to the Special OCE Restoration Assessment Proceeds (taking into account any prior distribution of any excess Special OCE Restoration Assessment Proceeds and after deducting any OCE Delinquency Charge) prior to the payment of the Delinquent Special OCE Restoration Assessment.

11.8.4 Casualty to or Condemnation of Office Units; Repair by Office Unit Owners; Office Unit Restoration Work. The Master By-Laws shall control in the event an Office Unit is damaged or destroyed by casualty or impaired by a partial taking by condemnation or eminent domain.

11.9 Casualty or Condemnation.

11.9.1 Casualty to Seventy Five Percent (75%) or More of the Building. The Master By-Laws shall control in the event seventy-five (75%) percent or more of the Building is destroyed or damaged by fire or casualty.

11.9.2 Partial Condemnation. The Master By-Laws shall control in the event the Building is partially taken by condemnation or eminent domain.

11.9.3 Total Condemnation. The Master By-Laws shall control in the event all or substantially all of the Building is taken by condemnation or eminent domain.

11.9.4 Restoration Work; Plans. All OCE Restoration Work, Office Unit Restoration Work and Office LCE Restoration Work hereunder shall be performed in accordance with the applicable provisions of the Declaration, the Master By-Laws and these Office By-Laws regarding the performance of Alterations and/or Repairs, including without limitation the approval provisions of Section 8.1 of these Office By-Laws.

11.9.5 Reallocation of Percentage Interests.

(a) If, as a result of a taking or casualty, the gross square footage of any Unit changes, the Office Board shall promptly (x) adjust, as of the date of such taking or casualty, the Office Unit Owner's Office Common Interest percentage in a manner consistent with the allocation of the Office Common Interests in existence immediately preceding such casualty or taking and in accordance with the then applicable Real Property Law, (y) equitably adjust, as of the date of such taking or casualty, the then effective budget to take into account the casualty or taking, and (z) subject to the provisions of Article 17 of the Declaration and Article 16 of these Office By-Laws, prepare and record in the Register's office an amendment to the Declaration, confirming such reallocation. If the Office Board shall not agree on any of the matters referred to in the foregoing clauses (x), (y) and (z) within ninety (90) days following completion of the reconstruction, they shall submit such issue to Arbitration.

(b) If an Office Unit Owner or the Office Board does not (in the course of restoring its Office Unit or Office Section) restore the number of gross square feet existing

immediately preceding the fire or other casualty, then, notwithstanding such reduction in the number of gross square feet, such Office Unit Owner's Office Common Interest(s) and allocation(s) of Office Common Charges shall not be diminished. Likewise, each Office Unit Owner's Office Common Interest and allocation of Office Common Charges shall not be adjusted or diminished if an Office Unit Owner chooses to restore its Unit to a "core and shell" condition rather than to a fully operational condition (as each such condition is described in Section 11.9.4 above).

ARTICLE 12
EVENTS OF DEFAULT; RIGHTS OF CURE; OFFICE BOARD'S LIEN; GRANTEES LIABLE FOR UNPAID OFFICE COMMON CHARGES

12.1 Failure to Pay Office Common Charges.

12.1.1 The Office Board shall take prompt action to collect any Office Common Charges or Special Assessments which remain unpaid following notice and the expiration of applicable grace periods, including, without limitation, the institution of such actions and the recovery of interest and expenses as are provided in this Article 12.

12.1.2 The Office Board shall have a lien (the "**Office Board's Lien**") for all unpaid Office Common Charges, Special Assessments, other sums payable to it as if part of Office Common Charges or amounts otherwise due to the Office Board (together with interest thereon as provided in this Article) from a delinquent Office Unit Owner. Such lien(s) shall be subordinate only to liens for real estate taxes and other assessments by taxing authorities and, to the extent required by applicable Law. Without limiting any of the foregoing, the Office Board may: (w) bring an action to foreclose the Office Board's Lien in accordance with Section 339-aa of the Real Property Law; (x) purchase the interest of the owner of such Office Unit at a foreclosure sale resulting from any such action; (y) proceed by appropriate judicial proceedings to enforce the specific performance or observance by the defaulting Office Common Charge Obligor of the applicable provisions of the Declaration or these Office By-Laws from which default arose; or (z) exercise any other remedy available at law or in equity; however, in the event the net proceeds received on a foreclosure sale are insufficient to satisfy the defaulting Office Unit Owner's obligations, there shall be no further cause of action against such Office Unit Owner with respect to such deficit. Each of the remedies herein described as well as any other remedy available at law or in equity may be exercised concurrently or sequentially. Any Registered Mortgagee may bid in a foreclosure sale of any Office Unit.

12.1.3 The Office Board shall not record any notice of any Office Board's Lien prior to the date on which all applicable notice and grace periods (including cure periods to which any Registered Mortgagee may be entitled) in respect of the default(s) giving rise to the Office Board's Lien have expired. Subject to the requirements with respect to notice, grace and cure periods set forth in the preceding sentence, the pendency of an Arbitration with respect to the obligations giving rise to any such lien shall not serve to prevent the Office Board from recording any Office Board's Lien; however, no proceedings or filings in furtherance thereof (other than as may be required in order to preserve the validity and priority of the lien so recorded) shall be had or made,

as the case may be, until the resolution of the Arbitration with respect thereto, and to the extent it shall be determined in Arbitration that the Office Board was not entitled to record all or any portion of such Office Board's Lien, the Office Board shall, as promptly as practicable following such determination and at the Office Board's expense, cause its Office Board's Lien (or portion thereof) to be released and discharged. The Office Board's Lien shall be effective from and after the time of recording in the public records of Queens County of a claim of lien stating the description of the Office Unit, the name, if any, and the address of the Office Unit, the City Register's File Number (or other identifying recording information) of record of the Declaration, the name of the record owner, the amount due and purpose of such amount and the date when due. Subject to the penultimate sentence of Section 12.1.4 hereof, such claim of lien shall include only sums which are due and payable when the claim of lien is recorded and shall be signed and verified by an officer or agent of the Office Board. Upon full payment of all sums evidenced by the lien including, without limitation, interest at the Default Rate, the party making payment shall be entitled to a recordable satisfaction of lien to be recorded at its expense. Liens for unpaid Office Common Charges may also be reduced to a personal money judgment against the Office Unit Owner or may be foreclosed by suit brought in the name of the Office Board or the Office Unit Owner asserting the lien in the same manner as a contract or other action (and without waiving the lien securing the same); provided, however, that no Office Unit Owner shall be liable to the Office Board for any deficiency with respect to an Office Unit owned by such Office Unit Owner and upon which the Office Board has foreclosed its Office Board's Lien. In the event of the foreclosure of such lien, the Office Board shall have the power to bid on the Office Unit at foreclosure sale and to acquire, hold, lease, mortgage and convey such Office Unit.

12.1.4 The Office Board shall charge any delinquent Office Common Charge Obligor: (i) a late charge of $.04 for each dollar of such amounts which remain unpaid for more than ten (10) days from their initial due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid); (ii) interest at the Default Rate on such unpaid amounts (exclusive of any "late charges" theretofore collected on such amounts) computed from the due date thereof to the date payment is actually received from the delinquent Office Common Charge Obligor; and (iii) if the Office Board incurs any fees or expenses (regardless of whether the Office Board institutes a suit or other proceeding) to collect sums due hereunder, all expenses, including, without limitation, attorneys' fees and expenses paid or incurred by the Office Board or by any Managing Agent in any proceeding brought to collect such unpaid Office Common Charges or in an action to foreclose an Office Board's Lien with respect to such delinquent Person's Office Unit(s). All such late charges, interest, expenses and fees shall be added to and shall constitute Office Common Charges payable by such Office Common Charge Obligor (and the Office Board's Lien, as applicable, shall also secure the payment of such additional sums). A suit to recover a money judgment for unpaid Office Common Charges shall be maintainable without foreclosing or waiving the lien securing such charges.

12.2 Other Defaults Under the Condominium Documents.

12.2.1 The violation of any of the Office Rules and Regulations or the breach of any provision of these Office By-Laws, or the breach of any provision of the Declaration, shall give the Office Board the right, in addition to any other rights set forth in these Office By-Laws or the Declaration, (i) to enter any Office Unit, Office Common Elements in which, or as to which, such

violation or breach exists and to summarily abate and remove, at the expense of the defaulting Office Unit Owner; any structure, thing or condition resulting in such violation or breach and the Office Board shall not thereby be deemed guilty or liable in any matter of trespass, and/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, provided that the Office Board gives the Office Unit Owner notice (which may be by telephone) that such violation exists, that repairs or replacements are necessary and that the Office Board will complete such repairs or replacements in the event the Office Unit Owner does not promptly act or complete the repairs or replacements, and/or (iii) to levy such fines and penalties as the Office Board may deem appropriate, and the Office Board shall have the same remedies for non-payment of such fines and penalties as for non-payment of Office Common Charges.

12.2.2 The violation or breach of any of the provisions of these Office By-Laws, any of the Office Rules and Regulations or the Declaration with respect to any rights, easements, privileges or licenses granted to Declarant or their designees shall give to Declarant or their designees, as the case may be, the right, in addition to any other rights set forth in these Office 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.

12.2.3 In the event that any Office Unit Owner, after receipt of written notice from the Office Board, fails or neglects in any way to perform any of its obligations with respect to the maintenance, repair or replacement of its Office Unit as provided in the Condominium Documents, the Office Board may perform or cause to be performed such obligation unless such Office Unit Owner, within five (5) days after receiving notice of such default by the Office Board, cures such default, or in the case of a default not reasonably susceptible to cure within such period, commences and thereafter prosecutes to completion, with due diligence, the curing of such default. All sums expended and all costs and expenses incurred in connection with the making of any such painting, decorating, maintenance, repair or replacement in such Office Unit Owner's Unit, together with interest thereon at the Default Rate, shall be immediately payable by such Office Unit Owner to the Office Board and shall, for all purposes hereunder, constitute Office Common Charges payable by such Office Unit Owner.

12.3 Priority of Recourse Against Office Unit Owners.

12.3.1 Notwithstanding anything to the contrary contained in this Article 12 and without limiting the rights of the Office Board as set forth in the Office By-Laws, the Office Board shall in the first instance have the exclusive right of enforcement with respect to, and to exercise any remedy or recourse as against, an Office Unit Owner as to whom or which any default under the Declaration, these Master By-Laws, the General Rules and Regulations, the Office By-Laws and/or the Office Rules and Regulations exists. The Office Board shall, upon demand by the Master Board, use commercially reasonable efforts (and shall promptly, diligently and continuously attempt) to cause such defaulting Office Unit Owner to cure such default (including, without limitation, through the exercise of all remedies available to the Office Board under the Office By-Laws). However, a default shall in no event be deemed to exist with respect to the Office Board by reason of any action or inaction by, or a default existing with respect to, an Office Unit Owner (or such Board's action or inaction with respect to the enforcement or cure of the same).

12.3.2 In the event the Office Board fails, within forty-five (45) days after demand is made by the Master Board to cause the Office Unit Owner in question to cure its non-monetary default under the Declaration or these Master By-Laws (or, if such default is such that the Office Board cannot reasonably cause the Office Unit Owner in question to cure the same within such forty-five (45) day period, the Office Board fails, as promptly as practicable within such forty-five (45) day period, to commence, and thereafter to proceed with diligence and continuity, to cause such Office Unit to cure its default), then the Master Board shall be entitled to exercise its right to cure any such default in accordance with the applicable provisions of the Declaration or these Master By-Laws.

12.4 Grantee Liable for Unpaid Office Common Charges; Statement of Defaults.

(a) To the extent applicable, upon any voluntary conveyance of an Office Unit, the grantee of such Unit shall (subject to the proviso clause of the penultimate sentence of Section 12.1.3 above) be liable for all unpaid Office Common Charges pertaining to such Office Unit (which Office Unit shall continue to be subject to any Office Board's Lien existing as of the date of such conveyance), whether accrued and in respect of the period up to and including the date of such conveyance or in respect of the period following conveyance, but without prejudice to any right of the grantee to recover from the grantor any amounts paid by the grantee.

(b) Any Office Common Charge Obligor may request from the Office Board for the benefit of a prospective purchaser, lender or Occupant, or otherwise, a statement: showing the amount of unpaid Office Common Charges pertaining to such Office Common Charge Obligor; stating whether there exists any known default under the Declaration or these Office By-Laws by the requesting Person, and if there are known defaults, specifying the nature thereof; stating the date and recording information of any amendments to the Declaration and these Office By-Laws, and stating whether the Declaration and these Office By-Laws are in full force and effect; and the Office Board shall provide such statement within ten (10) Business Days after request therefor. The Office Board shall be entitled to charge the requesting Office Common Charge Obligor a reasonable fee for preparing and rendering said statement. Any Registered Mortgagee may request a similar statement with respect to an Office Unit upon which it holds a Registered Mortgage, with any reasonable charge therefor to be paid by the applicable Office Unit Owner. From time to time, the Office Board may request a statement from each Office Common Charge Obligor that, except as may be otherwise specified, the Office Board is not in default under any of its obligations under the Declaration or these Office By-Laws, and such other reasonable information as may be reasonably requested. The addressee of any such statement shall be entitled to rely thereon; and each statement delivered pursuant to this Section 12.4 shall act as a waiver of any claim between the addressee and the Office Board or Person furnishing such statement to the extent such claim is based upon facts contrary to those asserted in. the statement and to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statement provided, however, that: (i) the issuance of such statement shall in no event subject the Office Board to any liability for the negligent or inadvertent failure of the Office Board to disclose correct and/or relevant information and (ii) such issuance shall not be construed to waive any rights of the issuer with respect to any audit of or adjustments to Office Common Charges as provided for in

the Declaration and/or these Office By-Laws, or to challenge acts committed by an Office Unit Owner for which approval by or consent of the Office Board was required but not sought or obtained.

12.5 Title of Office Board on Foreclosure. Subject to Section 13.6 of these Office By-Laws, in the event of the Office Board's purchase of any Unit at a foreclosure sale or in the event that any Office Unit Owner (to the extent permitted in the Condominium Documents) shall convey its Unit to the Office Board in accordance with Section 339-x of the Real Property Law, title to such Office Unit shall be held by the Office Board or its designee on behalf of all Office Unit Owners, and the Office Board shall have the power to hold, lease, mortgage, sell or otherwise deal with (but not vote either the General Common Interest or the Office Interest appurtenant to) such Unit.

ARTICLE 13
SALES, LEASES AND MORTGAGES OF UNITS

13.1 Selling and Leasing. No Office Unit Owner other than Declarant or its designees may sell or lease his or her Office Unit without complying with the following provisions.

13.1.1 Right of First Refusal. Any Office Unit Owner who receives a bona fide offer to (a) purchase his Office Unit together with its Appurtenant Interests in the Common Elements or (b) lease his Office Unit (such offer to purchase or lease an Office Unit, as the case may be, is called an "Outside Offer", the party making any such Outside Offer is called "Outside Offeror" and the Office Unit Owner to whom the Outside Offer is made is called an "Offeree Office Unit Owner"), which he intends to accept, shall give notice, together with a copy of a signed agreement between the Outside Offeror and the Offeree Office Unit Owner, by certified or registered mail to the Office Board or by personal delivery upon any person so designated by the Office Board, of the receipt of such Outside Offer. Said notice shall also state the name and address of the Outside Offeror, the terms of the proposed transaction and such other information as the Office Board may reasonably require. The giving of such notice to the Office Board shall constitute an offer by such Offeree Office Unit Owner to sell his Office Unit together with its appurtenant interest in the Common Elements or to lease his Office Unit to the Office Board, or its designee, corporate or otherwise, on behalf of all other Office Unit Owners, upon the same terms and conditions as contained in such Outside Offer and shall also constitute a representation and warranty by the Office Unit Owner who has received such Outside Offer, to the Office Board on behalf of all Office Unit Owners, that such Office Unit Owner believes the Outside Offer to be bona fide in all respects. The Offeree Office Unit Owner shall submit in writing such further information with respect thereto as the Office Board may reasonably request. Not later than thirty (30) days after receipt of such notice together with such further information as may have been requested, the Board may elect, by sending written notice to such Offeree Office Unit Owner before the expiration of said thirty (30) day period, by certified or registered mail, to purchase such Unit together with its Appurtenant Interest in the Common Elements or to lease such Office 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 Office Unit Owners, upon the same terms and conditions as contained in the Outside Offer and as stated in the notice from the Offeree Office Unit Owner.

13.1.2 Office Board Acceptance. If the Office Board shall timely elect to purchase or lease such Office Unit together with its Appurtenant Interests in the Common Elements, or to cause the same to be purchased or leased by its designee, corporate or otherwise, title shall close or a lease shall be executed at the office of the attorneys for the Office Board, in accordance with the terms of the Outside Offer, within sixty (60) days after the giving of notice by the Office Board of its election to accept such offer. If, pursuant to such Outside Offer to purchase said Unit, the Outside Offeror was to assume or take title to the Office Unit subject to the Offeree Office Unit Owner's existing mortgage or mortgages, the Office Board may purchase the Office Unit and assume or take title to the Office Unit subject to said existing mortgage or mortgages, as the case may be. At the closing, the Offeree Office Unit Owner, if such Office Unit together with its Appurtenant Interests in the Common Elements is to be sold, shall convey the same to the Office Board, or to its designee, on behalf of all other Office 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 Office Unit Owner, who shall also pay all other taxes arising out of such sale. Real estate taxes (including water charges and sewer rents whether or not separately assessed), mortgage interest, if any, and Office Common Charges shall be apportioned between the Offeree Office Unit Owner and the Office Board, or its designee, corporate or otherwise, as of the closing date. If such Office Unit is to be leased, the Offeree Office Unit Owner, as landlord, and the Office Board, or its designee, corporate or otherwise, as tenant, shall execute a lease covering such Unit for the rental and term contained in such Outside Offer.

13.1.3 Office Board's Waiver. If the Office Board or its designee shall fail to accept such offer within thirty days after receipt of notice, as aforesaid, the Office Board shall be deemed to have waived its right of first refusal, but such waiver shall only be effective if Office Common Charges through and including the date of closing of title to such Office Unit have been paid, and such Offeree Office Unit Owner may consummate the sale or lease to the Outside Offeror. In the event that the Offeree Office Unit Owner does not, within ninety (90) days following the expiration of said thirty (30) day period consummate the sale or lease of such Office Unit to the Outside Offeror, then, should such Offeree Office Unit Owner thereafter elect to sell such Office Unit together with its Appurtenant Interest in the Common Elements or to lease such Unit, as the case may be, the Offeree Office Unit Owner shall be required to again comply with all the terms and provisions of this Article 13.1.

13.1.4 Acceptance of Declaration, Master By-Laws and Office By-Laws. Any deed to an Outside Offeror shall be deemed to provide that the acceptance thereof by the grantee shall constitute an affirmative acceptance and assumption of the provisions of the Declaration, the Master By-Laws, the General Rules and Regulations, these Office By-Laws and the Office Rules and Regulations, as the same may be amended from time to time.

13.1.5 Lease Requirements. Any lease executed in connection with the acceptance of any Outside Offer to lease an Office Unit shall be consistent with these Office By-Laws and shall provide that it may not be modified, amended, extended or assigned without the prior consent in writing of the Office Board, that the tenant shall not assign his interest in such lease or sublet the demised premises or any part thereof without the prior consent in writing of the Office Board and that the Office Board 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 his 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.

13.1.6 Form and Term of Lease. Except as hereinbefore set forth or as may be approved by Declarant, the form of any such lease executed by the Office Board or an Outside Offeror shall be the then current form of apartment lease recommended by Julius Blumberg Inc. and shall contain such modifications as shall be approved in writing by the Office Board or Declarant. Any lease executed by the Office Board as tenant shall provide that the Office Board may enter into a sublease of the premises without the consent of the landlord. No Office Unit Owner shall lease his Office Unit on a transient basis. In addition, any such lease shall provide that the tenant under the lease shall, at the request of the Office Board, pay to the Office Board any amounts due under the lease on account of any sums that the Office Board claims are due and owing to the Office Board. No lease shall be for a period which is less than six (6) months in order to avoid transient tenancies. The lease shall further provide that if the Office Unit Owner fails to enforce any provision of the lease, that the Office Board shall have the right, but not the obligation, to enforce any such provision of the lease or to seek to evict the tenant. Any expense incurred by the Office Board in enforcing the terms of the lease, including legal fees, shall be deemed to be Office Common Charges hereunder. The lease shall further provide that if the Office Unit Owner defaults in paying the Office Common Charges (or any Special Assessments or other fees or expenses) to the Office Board, then the tenant under the lease shall, upon demand from the Office Board, pay any amounts due under the lease directly to the Office Board, to the extent provided in Section 339-kk of the Condominium Act.

13.1.7 Default. Any purported sale or lease of an Office Unit in violation of this Article 13.1 shall be voidable at the election of the Office Board, and if the Office Board shall so elect, the Office Unit Owner shall be deemed to have authorized and empowered the Office Board to institute legal proceedings to evict the purported tenant (in case of an unauthorized leasing), in the name of the said Office Unit Owner as the purported landlord. Such Office Unit Owner shall reimburse the Office Board for all expenses (including attorneys' fees and disbursements) incurred in connection with such proceedings.

13.1.8 The foregoing restrictions of this Article 13.1 shall not apply to Unsold Office Units. Declarant and its designees shall have the right freely to sell such Office Units or freely to lease (on such terms and using such forms as they deem appropriate) all or any part thereof without first having to offer the same for sale or lease to the Office Board.

13.2 Consent of Office Unit Owners to Purchase or Lease of Office Units by Office Board. If the Office Board elects to purchase any Office Unit on behalf of the Office Unit Owners rather than to transfer its rights to a designee, the Office Board shall neither exercise any option hereinabove set forth to purchase or lease any Office Unit without the prior approval of a majority of Office Unit Owners. Any such approval will not be required for a designee of the Office Board.

13.3 No Severance of Ownership. No Office Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his Office Unit without including therein its Appurtenant Interests in the Common Elements, 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 Appurtenant Interests in the Common Elements of any Office Unit may be sold, conveyed or otherwise disposed of, except as part of a sale, conveyance or other disposition of the Office Unit to which such interests are appurtenant or as part of a sale, conveyance or other disposition of such part of the Appurtenant Interests in the Common Elements of all Office Units.

13.4 Release by Office Board of Right of First Refusal. The right of first refusal contained in Article 13.1 may be released or waived by the Office Board only in the manner provided in Articles 13.1.3 and 13.5. In the event the Office Board shall release or waive its right of first refusal as to any Office Unit, such Office Unit together with its Appurtenant Interests in the Common Elements may be sold, conveyed or leased, free and clear of the provisions of Article 13.1, except that such release or waiver shall only be effective if Office Common Charges through and including the date of closing of title to such Office Unit have been paid.

13.5 Certificate of Termination of Right of First Refusal. A certificate executed and acknowledged by the Secretary or Assistant Secretary of the Office Board stating either that the provisions of Article 13.1 have been met by an Office Unit Owner or that the right of first refusal contained therein has been duly released or waived by the Office Board subject to the provisions of Article 13.4, and that as a result thereof the rights of the Office Board thereunder have terminated, shall be conclusive upon the Office Board and the Office Unit Owners in favor of all persons who rely on such certificate in good faith. The Office Board shall furnish such certificate upon request to any Office Unit Owner in respect to whom the provisions of Article 13.1 have, in fact, terminated. The Office Board may establish a reasonable fee for such certificate from time to time.

13.6 Financing of Purchase of Office Units by Office Board. The purchase of any Office Unit by the Office Board or its designee, on behalf of all Office Unit Owners, may be made from the funds deposited in the capital and/or expense accounts of the Office Board if approval of the majority of the Office Unit Owners has been obtained. If the funds in such accounts are insufficient to effectuate any such purchase, the Office Board may levy an assessment against each Office Unit Owner in proportion to his respective Office Common Interest as an Office Common Charge, and/or the Office Board may, in its discretion, finance the acquisition of such Office Unit; provided, however, that no such financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Office Unit to be purchased together with its Appurtenant Interests in the Common Elements.

13.7 Exceptions. The provisions of Article 13.1 shall not apply with respect to any lease, sale or conveyance of any Office Unit together with its Appurtenant Interests in the Common Elements by: (a) the Office Unit Owner thereof to his spouse, adult children, parents, parents in law, adult siblings or to any one or more of them or to any related or controlled entity of the Office Unit Owner thereof; (b) Declarant or its designee; (c) the Office Board; (d) the Master Board; (e) any proper officer conducting the sale of an Office Unit in connection with the foreclosure of a mortgage or other lien covering such Office Unit or delivering a deed in lieu of such foreclosure; or (f) a Permitted Mortgagee or his nominee, who has acquired title to any Office Unit at any

foreclosure sale of his Permitted Mortgage or by deed in lieu thereof delivered in a bona fide transaction; provided, however, that each succeeding Office Unit Owner shall be bound by, and his Office Unit subject to, the provisions of this Article 13.

13.8 Gifts and Devises, etc. Any Office Unit Owner shall be free to convey or transfer his Office Unit by gift, or may devise his Office Unit by will or have his Office Unit pass by intestacy, without restriction, provided, however, that each succeeding Office Unit Owner shall be bound by, and his Office Unit subject to, the provisions of this Article 13.

13.9 Waiver of Right of Partition With Respect to Office Units Acquired on Behalf of Office Unit Owners as Tenants in Common. If any Office Unit shall be acquired by the Office Board or its designee, corporate or otherwise, on behalf of all Office Unit Owners, as tenants in common, all such Office Unit Owners shall be deemed to have waived all rights of partition with respect to such acquired Unit and the entire Property as herein provided.

13.10 Payment of Assessments. No Office Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate or lease his Office Unit unless and until he shall have paid in full to the Office Board all unpaid Office Common Charges heretofore assessed against such Office Unit and until such Office Unit Owner shall have satisfied all unpaid liens against his Office Unit, other than Permitted Mortgages.

13.11 Mortgage of Office Units. Subject to this Article 13, each Office Unit Owner shall have the right to mortgage his Office Unit without restriction, provided that any such mortgage covering an Office Unit shall be substantially in the form of the New York statutory form of mortgage, except for such changes or additions as may be required in order to permit a particular bank, trust company, insurance company, savings and loan association or other institutional or non-institutional lender to make the mortgage loan.

13.12 Restriction on Sale and Advertising. Prior to the closing of title to an Office Unit and before the earlier of twelve (12) months after the First Office Unit Closing, or seventy-five (75%) percent of the Office Units in the Building have closed, Office Purchasers shall not list their Office Unit(s) for resale or rental with any broker or advertise or otherwise offer, promote, or publicize the availability of the Office Unit(s) for sale or lease, without Sponsor's and the Office Board's prior written consent. This provision shall survive Closing and shall apply to Office Unit Owners who occupy their Units as well as investors.

In addition, Office Purchasers are not permitted to resell their Office Unit(s) without the prior written consent of Sponsor, which consent shall not be unreasonably withheld, until the earlier of twelve (12) months after the first closing of an Office Unit or seventy-five (75%) percent of the Office Units in the Building have closed.

In the event Sponsor grants an Office Unit Owner consent for the resale of a Unit within the first twelve (12) months after the First Office Unit Closing or prior to the closing of 75% of the Office Units in the Building, said Unit Owner shall, in connection with such resale, pay to Sponsor a fee in the amount of 5% of the Sales Price of the resold Unit.

13.13 Office Registered Mortgagee Requirements; Rights of Office Registered Mortgagees.

(a) The term "**Office Registered Mortgage**" as used herein shall mean a mortgage, as the same may be amended, modified or restated from time to time, given to secure the repayment of money or other obligation owed by an Office Unit Owner: (i) which shall comply with the provisions of this Article 13; and (ii) a true and correct copy of such mortgage has been delivered to the Secretary of the Office Board, together with a certification by the indebted Office Unit Owner or the mortgagee confirming that such copy is a true and correct copy of the mortgage in question. In the event of any assignment of an Office Registered Mortgage or in the event of a change of address of an Office Registered Mortgagee or of an assignee of such Office Registered Mortgage, notice of the new or changed name and address shall be provided to the Secretary of the Office Board. The term "**Office Registered Mortgagee**" as used herein shall mean the record holder of an Office Registered Mortgage from time to time (subject to the preceding sentence). All Office Registered Mortgages shall be deemed to include (whether or not such mortgage in fact includes) an express provision acknowledging: (y) that the lien of such mortgage is and shall be subordinate to the Declaration, the Master By-Laws and these Office By-Laws (and the provisions thereof and hereof) and to the Office Board's Lien to the extent set forth in Section 12.1.2 above; and (z) that the mortgagee (and its successors and assigns) will take title (whether by foreclosure, deed-in-lieu of foreclosure or otherwise) subject to the Declaration, the Master By-Laws and these Office By-Laws.

(b) If an Office Unit Owner or its Office Registered Mortgagee shall have served on the Secretary of the Office Board, as described in the preceding subparagraph, a notice ("**Office RM Notice**") specifying the name and address of such Office Registered Mortgagee, such Office Registered Mortgagee shall be given a copy of each and every notice of the occurrence of a default or an Event of Default (including, without limitation, all notices (including notices that the Office Board or another Person intends to cure an Event of Default) described in Sections 12.1, 12.2, 12.5 and 12. hereof) required or permitted to be given to such Office Registered Mortgagee's mortgagor pursuant to the Declaration, the Master By-Laws or these Office By-Laws at the same time as and whenever such notice shall thereafter be given thereunder or hereunder, at the address last furnished by the applicable Office Unit Owner, or Office Registered Mortgagee. After receipt of an Office RM Notice from an Office Unit Owner or Office Registered Mortgagee, no notice of the occurrence of a default or an Event of Default thereafter given with respect to such Office Registered Mortgagee's mortgagor under the Declaration, the Master By-Laws or these Office By-Laws by the Office Board or any other party entitled to give such notice shall be effective as to such Office Registered Mortgagee unless and until a copy thereof shall have been so given to the Office Registered Mortgagee(s). If an Office Registered Mortgage so provides or otherwise requires, then any insurance proceeds or condemnation award payable to an Office Unit Owner pursuant to the provisions hereof shall, upon notice from an Office Registered Mortgagee of such mortgagor, be delivered instead to such Person's Office Registered Mortgagee but applied as provided in the applicable provisions of the Declaration, the Master By-Laws and these Office By-Laws.

(c) If more than one Office Registered Mortgagee having a lien on an Office Unit has exercised any of the rights afforded by this Section 13.13, only that Office Registered Mortgagee, to the exclusion of all other Office Registered Mortgagees, whose Office Registered Mortgage is

most senior in priority of lien with respect to such Office Unit (the "**Senior Office RM**") shall be recognized by the other Office Unit Owners and the Office Board as having exercised such right, for so long as such Office Registered Mortgagee shall be diligently exercising its rights hereunder with respect thereto; provided, however, that by written notice to the Office Board, such Office Registered Mortgagees may designate one of them which is not most senior in priority to be deemed the Senior Office RM for purposes of this Section 13.13(c).

(d) Each Office Registered Mortgagee shall have the right, but not the obligation, to cure any Event of Default by such Office Registered Mortgagee's mortgagor. The Office Board and all Office Unit Owners shall accept performance by an Office Registered Mortgagee (or its designee or nominee) of any covenant, condition or agreement on the part of an Office Unit Owner to be performed hereunder with the same force and effect as though performed by such Office Registered Mortgagee's mortgagor, even if such performance is after the applicable time period set forth in clause (e) below.

(e) Notwithstanding any other provision of the Declaration, the Master By-Laws or these Office By-Laws to the contrary, upon the occurrence of an Event of Default by an Office Unit Owner, no remedies contemplated under the Condominium Documents (other than (x) the remedies set forth in Section 12.4.1 hereof; (y) giving a notice pursuant to the first sentence of Section 12.5 hereof; and (z) unless clause (2) of this sentence applies and the applicable Non-Monetary Event of Default is not an Event of Default under Section 12.1.1(d) or Section 12.1.1(e) hereof, the remedies set forth in Section 12.2.1 hereof) shall be exercised by the Office Board or any Office Unit Owner with respect thereto if an Office Registered Mortgagee if such Office Unit Owner shall (1) with respect to a Monetary Event of Default, within thirty (30) days following its receipt of any notice to the effect that a Monetary Event of Default has occurred with respect to its mortgagor, cure (or cause to be cured) such Monetary Event of Default, (2) with respect to any Non-Monetary Event of Default that is reasonably capable of being cured without owning or controlling the applicable Office Unit, within thirty (30) days following its receipt of any notice to the effect that such Non-Monetary Event of Default has occurred with respect to its mortgagor (a "**Office Default Notice**"), cure (or cause to be cured) such Non-Monetary Event of Default, or (3) with respect to any Non-Monetary Default in respect of which ownership or control of the applicable Office Unit is reasonably necessary to cure the Non-Monetary Event of Default in question, within ninety (90) days following its receipt of an Office Default Notice with respect thereto, commence to cure (or cause to be cured) the applicable Non-Monetary Event of Default, which cure may consist solely of exercising diligent efforts to obtain ownership or control of the applicable Office Units, and then diligently and continuously pursue such cure until completion.

(f) In addition, notwithstanding any provision hereof to the contrary, if one or more Events of Default have occurred with respect to an Office Unit Owner, but such defaulting Person's Office Registered Mortgagee is taking the actions described in the preceding subparagraph (e) (as and when provided therein) with respect to, and/or has cured, each such Event of Default, then: (i) the Office Registered Mortgagee shall be entitled to vote at all Office Unit Owners Meetings the Office Common Interest that the Office Unit Owner would otherwise have been entitled to vote thereat and to give any consent or approval that its mortgagor could have given, which shall be granted or withheld under the same terms as are applicable to its mortgagor, as if such Office Registered Mortgagee were its mortgagor; (ii) the Office Registered Mortgagee shall be entitled

to vote at all Unit Owners Meetings the Common Interest that the Office Unit Owner would otherwise have been entitled to vote thereat and to give any consent or approval that its mortgagor could have given, which shall be granted or withheld under the same terms as are applicable to its mortgagor, as if such Office Registered Mortgagee were its mortgagor; and (iii) the Office Board and Master Board, as the case may be, shall rely (and be entitled to rely) on the votes of or actions taken by the Office Registered Mortgagee in determining the appropriateness of any action to be taken. The rights of an Office Registered Mortgagee under the preceding sentence shall remain in effect until the Secretary of the Office Board receives the written notice described in the last sentence of Section 2.9.5 hereof and the last sentence of Section 3.7 hereof. Payment or performance of any obligation of an Office Unit Owner by an Office Registered Mortgagee (prior to the date on which such Office Registered Mortgagee or its assignee or designee or nominee shall take title to the defaulting Office Unit Owner's Unit) shall not give rise to any obligation on the part of the Office Registered Mortgagee to continue to pay or perform in the future.

13.14 Advertisements and Resale. Prior to the closing of title to an Office Unit and before the earlier of twelve (12) months after the First Office Unit Closing, or seventy-five (75%) percent of the Office Units in the Building have closed, Office Purchasers shall not list their Office Unit(s) for resale or rental with any broker or advertise or otherwise offer, promote, or publicize the availability of the Office Unit(s) for sale or lease, without Declarant's and the Office Board's prior written consent. This provision shall survive Closing and shall apply to Office Unit Owners who occupy their Units as well as investors.

In addition, Office Purchasers are not permitted to resell their Office Unit(s) without the prior written consent of Declarant, which consent shall not be unreasonably withheld, until the earlier of twelve (12) months after the first closing of an Office Unit or seventy-five (75%) percent of the Office Units in the Building have closed.

In the event Declarant grants an Office Unit Owner consent for the resale of a Unit within the first twelve (12) months after the First Office Unit Closing or prior to the closing of 75% of the Office Units in the Building, said Unit Owner shall, in connection with such resale, pay to Declarant a fee in the amount of 5% of the Sales Price of the resold Unit.

ARTICLE 14
ARBITRATION

14.1 Any Arbitration required pursuant to these Office By-Laws shall be conducted in the manner set forth in the Master By-Laws.

ARTICLE 15
OFFICE RULES AND REGULATIONS

15.1 Office Rules and Regulations. The Office Board may adopt Office Rules and Regulations from time to time, which shall be non-discriminatory and uniformly applied. None of the Office Rules and Regulations shall be in conflict with these Office By-Laws or the Declaration. Notice and a copy of any newly adopted Office Rules and Regulations or any modifications, amendments or additions thereto shall be given by the Office Board to each Office Unit Owner and each other Board not less than thirty (30) days prior to the effective date thereof, and the effectiveness and

enforceability thereof shall in no event require the amendment of the Declaration or these Office By-Laws.

ARTICLE 16
AMENDMENTS TO DECLARATION AND/OR OFFICE BY-LAWS

16.1 Amendments to Declaration. Amendments to the Declaration shall be made in the manner set forth in the Master By-Laws.

16.2 Amendments to these Office By-Laws. Subject to the provisions contained in the Declaration, the Master By-Laws and these Office By-Laws with respect to amendments affecting Declarant or any Unsold Office Unit, any provision of these Office By-Laws affecting the Office Common Elements, the Office Section or all Office Unit Owners may be amended, modified, added to or deleted by affirmative vote of at least sixty six and two-thirds (66-2/3%) in number and Office Common Interest of all Office Unit Owners, provided, however, that the Office Common Interest appurtenant to each Office Unit as expressed in the Declaration shall not be altered without the written consent of all Office Unit Owners affected thereby. Subject to the provisions contained in the Declaration, the Master By-Laws and these Office By-Laws with respect to amendments, modifications, additions or deletions affecting Declarant or any Unsold Office Units, any such amendment, modification, addition or deletion shall be executed by the Office Board, as attorney-in-fact for the Office Unit Owners, coupled with an interest, for the purpose of approving and executing any instrument effecting such amendment, modification, addition or deletion.

16.3 Amendments Affecting Declarant or Unsold Office Units. Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition or deletion of or to these Office By-Laws, the Declaration or the Office Rules and Regulations shall be effective in any way against either: (a) Declarant or the Holder of any Unsold Office Units, unless Declarant or the Holder of any Unsold Office Units with respect to Office Units owned by them, has given its prior written consent thereto; or (b) the holder of any present or future mortgage, pledge or other lien or security interest covering any Unsold Office Unit unless such holder has given its prior written consent thereto.

16.4 Amendments Affecting Office Permitted Mortgagees. Notwithstanding any provision contained herein to the contrary, no modification, addition, amendment or deletion of or to Article 13 or shall be effective as against the holder of any Office Permitted Mortgagee heretofore made unless such holder has given its prior written consent thereto.

16.5 Recording of Amendments. No Amendment to these Office By-Laws shall be effective until approved in accordance with the applicable provisions of the Condominium Documents and recorded in the Register's Office.

ARTICLE 17
INSURANCE TRUSTEE

The Insurance Trustee shall be a bank or trust company having an office located in the City of New York, designated by the Office Board and having a capital surplus and undivided profits or $500,000,000 or more. In the event the Insurance Trustee resigns or is replaced by the Office Board, the Office Board shall appoint a new Insurance Trustee which shall be a bank or trust company having an office located in the City of New York and having a capital surplus and undivided profits of $500,000,000 or more. The Office Board shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute an Office 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.

ARTICLE 18
MISCELLANEOUS

18.1 Approvals and Consents.

18.1.1 Wherever the consent or approval of Declarant is required under these Office By-Laws or the Declaration, such consent or approval shall not be required when such Person (either directly or through its affiliates) no longer owns any Office Units.

18.1.2 Any approval or consent of a Board, Declarant or any Unit Owner or Board Member required under the Declaration or these Office By-Laws may, except to the extent expressly provided to the contrary in the Declaration or these Office By-Laws, be granted or withheld in such Person's sole discretion. Whenever the approval or consent of a Board or any Unit Owner or Board Member is required under the Declarations or these Office By-Laws not to be unreasonably withheld, such approval shall also not be unreasonably conditioned or delayed.

18.1.3 Notwithstanding that the consent and/or approval of any Board or Unit Owner may be required for or with respect to any particular matter, there shall be no separate or further requirement to obtain the consent or approval of the Managing Agent for any of the foregoing Persons.

18.1.4 Notwithstanding any other provision of the Declaration and By-Laws, with respect to any right of approval or consent granted to any Person by virtue of any "affect" or "impact" on it or any portion of the Property owned or controlled by it, in each instance the "affect" alleged must relate to the unique circumstances of such Person and the portion(s) of the Property owned or controlled by it; and no specific right of approval or consent shall apply with respect to any such matter which affects or impacts all Unit Owners, all Office Common Charge Obligors, the Parking Unit Owner, the Office Board, the Office Board and the Retail Board, as the case may be, simply by virtue of their status as Unit Owners, Office Common Charge Obligors, Unit Owner or Board, as the case may be.

18.2 Waiver. No provision contained in the Declaration, these Office By-Laws or the Office Rules and Regulations shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches thereof which may occur.

18.3 Captions. The index hereof and 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 Office By-Laws or the intent of any provision hereof.

18.4 Conflicts. In the event of a conflict between: (i) the terms of the Declaration and those of any of the Master By-Laws, Office By-Laws or Office By-Laws, the terms of the Declaration shall in all events govern; (ii) the terms of the Master By-Laws and those of the Office By-Laws or the Office By-Laws, the terms of these Master By-Laws shall in all events govern: and (iii) the terms of any General Rules and Regulations and those of the Office Rules and Regulations (as defined in the Offering Plan), Office Rules and Regulations (as defined in the Offering Plan), Retail Rules and Regulations (as defined in the Offering Plan), or Parking Rules and Regulations (as defined in the Offering Plan) the terms of any General Rules and Regulations shall in all events govern.

18.5 Certain References.

18.5.1 A reference in these Office 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.

18.5.2 The terms "herein," "hereof" or "hereunder" or similar terms used in these Office By-Laws refer to these entire Office By-Laws and not to the particular provision in which the terms are used.

18.5.3 Unless otherwise stated, all references herein to Articles, Sections, subsections, paragraphs, subparagraphs or other provisions are references to Articles, Sections or other provisions of these Office By-Laws.

18.6 Severability. Subject to the provisions of the Declaration, if any provision of these Office By-Laws is invalid or unenforceable as against any Person or under certain circumstances, the remainder of these Office By-Laws and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of these Office By-Laws shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by law.

18.7 CPI Increases. All specific dollar amounts set forth in these Office By-Laws or the Declaration shall be adjusted by the CPI Increase Factor except to the extent otherwise provided. For such purposes, the "**CPI Increase Factor**" means an increase proportionate to any increase in the cost of living from the date of the initial recording of the Declaration, as reflected by the change in the Consumer Price Index (CPI-U; All Items; 1982-84 = 100 standard reference base period) for New York, New York (or the smallest measured area including New York, New York), as published by the Bureau of Labor Statistics, United States Department of Labor or, if the same ceases to be published, a commonly used substitute therefor reasonably selected by the Master Board (such index or substitute, the "**Consumer Price Index**").

18.8 Covenant of Further Assurances.

18.8.1 Any party which is subject to the terms of these Office By-Laws, whether such party is an Office Unit Owner, a lessee or sublessee of an Office Unit Owner, an Occupant of an Office Unit, a member or an officer of the Office Board, an Office Registered Mortgagee or otherwise, shall, at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action, as such other party may reasonably request, as shall be reasonably necessary to effectuate the provisions of these Office By-Laws or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction (but without expanding the scope of any liability or obligation on the part of the cooperating party beyond that set forth in the Condominium Documents).

18.8.2 If any Office Unit Owner or any other party which is subject to the terms of these Office By-Laws fails to execute, acknowledge or deliver any instrument, or fails or refuses to take any action which such Office Unit Owner or other party is required to perform pursuant to one or more specific provision of these Office By-Laws, in each case (unless a specific provision with respect thereto is provided for elsewhere in the Condominium Documents) within fifteen (15) Business Days after request therefor and within five (5) Business Days after receipt of a second request therefor (which second request shall be accompanied by a copy of the initial request (and any supporting materials) and stating in bold print: "THIS IS A SECOND AND FINAL REQUEST FOR YOU TO EXECUTE, ACKNOWLEDGE AND/OR DELIVER THE DOCUMENTS, OR TO TAKE THE ACTIONS, DESCRIBED IN THE ENCLOSED PRIOR REQUEST THEREFOR, WHICH IS REQUIRED UNDER THE TERMS OF THE CONDOMINIUM DECLARATION AND/OR BY-LAWS. YOUR FAILURE TO EXECUTE, ACKNOWLEDGE AND/OR DELIVER THE DOCUMENTS, OR TO TAKE THE ACTIONS, AS THE CASE MAY BE, WITHIN FIVE BUSINESS DAYS FROM THE DATE HEREOF SHALL ENTITLE THE OFFICE BOARD TO DO SO ON YOUR BEHALF.", then the Office Board is hereby authorized, as attorney-in-fact, coupled with an interest, for such Office Unit Owner or other party, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Office Unit Owner or other party, and such instrument or action shall be binding on such Office Unit Owner or other party, as the case may be. Any dispute with respect to the foregoing shall be subject to Arbitration; provided, the Person refusing to execute, acknowledge or deliver any such instrument, or refusing to take any such action, expressly renders such refusal in writing (together with its rationale for such refusal) within the time period(s) provided in this Section 18.8.2.

SCHEDULE A

RULES AND REGULATIONS OF THE OFFICE SECTION OF FLUSHING COMMONS

EXHIBIT D

DEFINITIONS

THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT H

REAL ESTATE TAX CONSULTANT'S ESTIMATE OF TAXES FOR RESIDENTIAL SECTION (421-A)

THIS PAGE INTENTIONALLY LEFT BLANK

MARCUS & POLLACK LLP

ATTORNEYS AT LAW

INCLUDING PROFESSIONAL CORPORATIONS

708 THIRD AVENUE

11TH FLOOR

NEW YORK, NY 10017-4112

(212) 490-2900

FAX: (212) 599-3167

www.marcuspollack.com

taxappeal@marcuspollack.com

JOEL R. MARCUS

ROBERT M. POLLACK

PHILIP H. AZARIAN

BRUCE A. BRASKY

JESSICA L. GOLDSTEIN

EMILY N. BLATT

ZACHARY L. NATHANSON

June 25, 2015

Rick Sondik
Flushing Commons Property Owner, LLC
1221 Avenue of the Americas
New York, New York 10020.

Re: §421-a Eligibility
138-35 39th Avenue
Block 4978, Part of Lot 40 (f/k/a Part of Lot 25), Queens

Dear Mr. Sondik:

You have requested that we render our opinion as to the eligibility of a proposed new residential development to receive partial real estate tax exemption benefits pursuant to Section 421-a of the Real Property Tax Law, Section 11-245 of the New York City Administrative Code and the Rules and Regulations governing the 421-a program (collectively, the "§421-a program") and the procedures for obtaining such benefits. Unless specifically stated otherwise, the analyses and conclusions set forth herein are based on facts that you have given to us for review.

You have advised us that you contemplate construction of a new 17-story mixed-use condominium development consisting of 2 towers rising from a common base platform. Upon completion of construction, the new mixed-use building will contain approximately 689,546 square feet of commercial and residential floor area. The commercial portion of the combined building will consist of 4 levels of public parking located in the cellar and sub-cellar levels of the building with a total of approximately 272,197 square feet of space; two levels of retail space consisting of a total of approximately 59,842 square feet; and eleven floors of commercial office space containing a total of approximately 164,332 square feet (collectively, the "Commercial Component").

The residential portion of the new mixed-use condominium development will consist of 14 floors; contain a total of 148 residential dwelling units with a total of approximately 193,175 square feet; and have a health club and various tenant amenities (collectively, the Residential Component"). The Residential Component will be located in separately assessed condominium tax lots and will be the subject of an application for partial real estate tax exemption benefits under the 421-a Program. In contrast, the condomininium tax lots comprising the Commercial Component will not be part of the application for partial real estate tax exemption benefits under 421-a but will be the subject of an application for partial real estate tax abatement benefits under the 421-a Program. You have informed us that construction commenced in November 2014 during the 2014/15 tax year, and that it will be completed by mid-January 2017, during the 2016/17 tax year.

I. Eligibility Requirements

To be eligible for §421-a tax benefits, a project must comply with each of the eligibility requirements set forth in §421-a and the Rules.

A. Location Requirements

1. Geographic Exclusion Area Limitation

Section 11-245 of the Administrative Code of the City of New York provides that 421-a tax exemption benefits shall not be available for construction commenced after November 29, 1985 if the property is located in the therein described Geographic Exclusion Area. However, Section 11-245 provides that, under certain circumstances, 421-a benefits shall be available in the Geographic Exclusion Area. Those circumstances are;

a. construction carried out with substantial governmental assistance;
b. projects where HPD certifies that twenty percent (20%) of the units in that building are affordable to households of low and moderate income ("Affordable Units"); or
c. construction is carried out via the purchase of negotiable certificates

Under the current law governing new multiple dwellings on which construction commences between July 1, 2008 and June 15. 2015, the project site is located outside of the Geographic Exclusion Area for Queens and the applicant would therefore not be required to obtain governmental assistance; provide affordable housing; or purchase negotiable certificates to qualify for 421-a exemption benefits.

B. Site Requirements

Section 6-02(f) of the Rules states that the land on which the building is to be constructed must have been vacant, predominantly vacant, under-utilized, or improved with a non-conforming use on the "Operative Date." The Rules define Operative Date to mean thirty-six months prior to the Commencement of Construction.

Pursuant to Section 6-09(a)(1) of the Rules, Commencement of Construction is considered to be the later of the date a building permit is issued based upon architectural and structural plans approved by the Department of Buildings, and the date of installation of a metal or concrete load bearing structure, footing or caisson. You have informed us that construction began in November 2014 during the 2014/15 tax year. Therefore, the Operative Date is November 2011 during the 2011/12 tax year.

Pursuant to Section 11-245.1 (a-3) of the New York City Administrative Code, 421-a construction must take place on land which, on the date 36 months prior to Commencement of Construction ("Operative Date"), was improved with a nonresidential building and was under-utilized. In Queens, the under-utilization of the land must have been such that each building had an actual assessed valuation equal to or less than 75% of the actual assessed valuation of the land on which the building was situated ("Assessment Ratio Test").

Both the Commercial and Residential Components will be developed on portions of current tax lot 40. Each Component will have separate condominium tax lots after lot 40 is subdivided into various condominium tax lots. Prior to tax year 2015/16, lot 40 did not exist on the City's assessment roll. Lot 40 was created by the Department of Finance ("DOF") via the subdivision of Block 4978, Lot 25 in November 2014. The DOF tax assessors have estimated that approximately 22% of the full assessed value of original lot 25 is attributable to new lot 40 and that approximately 78% of the value of original lot 25 is attributable to the new, post-subdivision lot 25. Once a tax lot is subdivided by DOF, the assessors are required to create a "pseudo assessment history" for each new lot retroactive to tax year 1981. All of the historical assessed values for the original tax lot 25 are allocated between new lots 25 and 40 as if these new lots actually existed in those years. DOF's pseudo assessment history for lot 40 reflects the following values on the Operative Date in tax year 2011/12:

Lot Number	Land Actual Assessed Value	Building Actual Assessed Value	Ratio of Building to Land Actual Assessed Value
40	3,015,258	0	0%

Based on Finance's pseudo history for Lot 40 during the 2011/12 tax year, Lot 40 was vacant land on the Operative Date and therefore would qualify as an eligible site for §421-a purposes.

C. Public and Private Park Limitation

As this site is neither situated on land mapped as a public park nor was it utilized for ten or more consecutive years prior to October 1, 1971 as a private park, this requirement should be satisfied.

D. 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" containing not less than four dwelling units. Section 6-02(c)(2) states that multiple dwellings resulting from the conversion or rehabilitation of a building or structure are ineligible for benefits. The project consisting of approximately 148 newly constructed residential condominium units would constitute a new multiple dwelling for §421-a purposes.

2. Not Used as a Hotel or for Single Room Occupancy

Section 6-02(c)(3) and (c)(4) of the Rules deems any building or portion thereof which is used as a Hotel or for Single Room Occupancy ineligible for §421-a benefits. We have been advised that no portion of the floor area of the project will be used as a Hotel or for Single Room Occupancy, in accordance with the Rules.

E. Construction Requirements

1. Unit Size:

Section 6-02(e)(2) of the Rules provides that in new buildings containing more than 100 dwelling units, not less than 15 percent of such units must contain at least 3.5 rooms and, in addition, not less than 10 percent of such units must contain at least 4.5 rooms. As the project will contain more than 100 dwelling units, the bedroom requirements contained in Section 6-02(e)(2) are applicable to this project.

You have advised us that 100% of the residential condominium units will have at least 3.5 rooms and that approximately 69% of the condominium units will have at least 4.5 rooms. The project should therefore satisfy the unit size requirement.

2. Class A Unit Replacement:

Section 6-02(e)(3) of the Rules requires that a project with more than twenty (20) dwelling units contain at least five (5) dwelling units for each Class A dwelling unit in existence immediately prior to Commencement of Construction. The Rules define Immediately Prior to Commencement of Construction as the date one month prior to Commencement of Construction.

F. Timing Requirements

1. Project Commencement

Sections 421-a(2)(a)(iv)(a) and 421-a(2)(c)(ii) of the RPTL require that for all projects that are seeking §421-a benefits, Commencement of Construction shall occur prior to June 15, 2015. You have advised us that Commencement of Construction occurred in November 2014, prior to June 15, 2015.

2. Completion of Construction

Completion of Construction is defined in §6-01(c) of the Rules as the date on which either a Temporary Certificate of Occupancy is issued for all residential areas of the new multiple dwelling or a Permanent Certificate of Occupancy is issued for the entire building. You have advised that a Temporary Certificate of Occupancy, as defined in Section 6-01(c) covering all 148 residential dwelling units, is anticipated to be issued by DOB in the middle of January 2017.

G. Rent Regulation Requirement

Section 6-02(g)(2) of the Rules requires that residential units contained within a building receiving 421-a benefits be subject to rent stabilization for the 421-a benefit period, unless exempt from rent regulation by reason of the cooperative or condominium status of the units. Inasmuch as the project will be owned as a condominium, the residential units will not be required to be subject to rent regulation. However, in the event that a prospectus for condominium formation has been submitted to the Attorney General at the time of the Final Application for 421-a benefits, an affidavit will be required stating that the sponsor will register the units as rent stabilized with the New York State Division of Housing and Community Renewal within 15 months of the issuance of the Final Certificate of Eligibility if a cooperative or condominium has not been declared effective within such 15 month time period.

H. Filing Application for Preliminary Certificate of Eligibility

Pursuant to Section 6-05(b) of the Rules, applications for the Preliminary Certificate of Eligibility must be filed with HPD after the Commencement of Construction but prior to Completion of Construction. As the project will be owned as a condominium, the Application for a Final Certificate of Eligibility must be filed with HPD prior to the first taxable status date (January 5th) following the issuance of either a Temporary Certificate of Occupancy for all residential units in the project, or a Permanent Certificate of Occupancy for the entire building, whichever occurs first. The Final Application must be completed within 90 days of the issuance of a Permanent Certificate of Occupancy or a Temporary Certificate of Occupancy covering all residential space in the building. Both the Preliminary and Final Certificates of Eligibility must be filed with the Real Property Assessment Bureau of the New York City Department of Finance. The Owner has advised that this requirement will be satisfied.

I. Community Board Notice Requirement

Section 6-03 of the Rules requires that a §421-a application for a project containing more than 20 dwelling units be submitted to the Community Board in the area in which the project is located. As the project will contain approximately 148 dwelling units upon completion, a copy of the 421-a application must be submitted to Queens Community Board #7 after the application is filed with HPD.

J. Reduction of Benefit for Excess Commercial, Community and Accessory Use Space

Section 6-06(b) of the Rules provides that Section 421-a tax exemption benefits will be reduced if the project's floor area of commercial, community facilities and accessory use space ("Commercial Space") exceeds 12% of the project's aggregate floor area.

For the purposes of determining whether the 12% threshold for Commercial Space has been exceeded, residential floor area includes all space (including the dwelling units and residential areas such as the lobby, circulation, egress and janitor's closet) located on floors above the cellar that is required in order to secure a Permanent Certificate of Occupancy for a Class A multiple dwelling. Residential accessory parking garage space located at grade or above to a height not more than 23 feet above curb level, is also included as residential floor area.

Non-residential floor area includes all floor space used for commercial or public assembly including, but not limited to, retail/storage space, medical offices, management offices, day care centers, and public parking garages.

Residential floor area located on floors above the cellar that are treated as Commercial Space for purposes of determining whether the 12% threshold has been exceeded includes "tenant only" amenities such as laundry rooms, recreation rooms, exercise rooms swimming pools, tenant locker rooms and storage rooms and theaters.

The actual percentage of Commercial Space for this project will be determined by HPD based upon review of the approved building plans and architect's affidavits filed with the Preliminary Application for Certificate of Eligibility.

K. Limitation of 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."

As previously stated above, lot 40 will be further subdivided into condominium tax lots and there will be separate and distinct condominium tax lots assigned to the Residential Component of the mixed-use condominium building which is the subject of the 421-a application and to the Commercial Component which will be the subject of the ICAP application. Thus, none of the condominium tax lots that will comprise the Residential Component of the mixed-use condominium building seeking 421a benefits will be the subject of an application for exemption from taxes under any other law.

L. Duration of Tax Benefit Period

The project would qualify for a partial exemption under Section 421-a for the construction period, not to exceed three years, and for fifteen years following the taxable status date immediately following the construction period.. Under the fifteen year exemption benefit, that portion of the project's real estate taxes that exceeds the project's mini-tax would be partially exempted in the following percentages:

Year Following Construction Period	Exemption %
1-11	100%
12	80%
13	60%
14	40%
15	20%

Based on the construction start and completion dates of November 2014 and mid-January 2017 respectively, the project would qualify for a three-year construction period for tax years 2015/16-2017/18 and the 15-year post-construction benefit period would begin on July 1, 2018.

M. Mini-Tax

In addition to the foregoing taxes, Section 421-a (2)(b)(i) of the Real Property Tax Law requires that taxes shall be paid in each tax year during which 421-a benefits are received in an amount equal to the billable assessed value of the land and any improvements thereon during the tax year preceding the commencement of construction, this amount being referred to as the mini-tax assessed value, payable at the then current tax rate. The billable assessed value is equal to the lesser of the actual and transitional assessed values for each tax lot. Based upon the estimated date for Commencement of Construction that you have provided for this analysis, the mini-tax would be based upon the tax year 2013/14 billable assessed value for that portion of tax lot 25 that was apportioned to create tax lot 40. As previously discussed above, lot 40 did not exist on the City's assessment rolls prior to tax year 2015/16. For tax year 2013/14, DOF's pseudo assessment history for lot 40 reflects a billable assessed value for 2013/14 of $3,015,234.

As previously noted, upon completion of construction, the mixed-use condominium development will contain a total of approximately 689,546 square feet of residential and commercial space. The Commercial Component will contain a total of 496,371 square feet of retail, public parking and office space while the Residential Component will contain a total of 193,175 square feet of residential space. Based on these figures, we estimate that approximately 28% of the 2013/14 assessed value of current lot 40 will be allocated by the assessors to the Residential Component and approximately 72% of lot 40's 2013/14 assessed value will be allocated to the Commercial Component. Accordingly, we estimate that the mini-tax assessed value for the Residential Component will be $843,662.

The mini-tax assessed value will be multiplied annually by that year's Class 2 tax rate for residential properties. For purposes of this analysis, we have applied the current overall Class 2 tax rate for 2014/15 of 12.855%. Thus, during the construction period, which may not exceed 3 tax years, and for the duration of the 15 year benefit period, the minimum annual tax liability or mini-tax for the project would be approximately $108,453 ($843,662 x12.855%).

N. Exemption Caps

Where Commencement of Construction occurs after June 30, 2008 in any area outside of the Geographical Exclusion Area, and the project does not provide 20% onsite Affordable Units, benefits are subject to an exemption cap which as of July 1, 2014 is currently $77,613 per residential dwelling unit in a building and increases annually by 3%. The cap for a building (regardless of whether it is a condominium, co-op or rental) is calculated by multiplying the number of dwelling units by the current year's exemption cap. For buildings assessed as a single tax lot which also contain some Commercial Space, the number of units is increased by one, regardless of the amount of non-residential space.

The 421-a exemption cap was created by Local Law No. 58 of 2006 with an effective date of December 28, 2007. The law was codified as §11–245.1-b of the Administrative Code of the City of New York.

Section 11-245.1-b(d) of the Code states, as follows:

> (d) The portion of the assessed valuation of any residential tax lot exempted from real property taxation in any year pursuant to section four hundred twenty-one-a of the real property tax law shall not exceed the exemption cap on or after the first taxable status date after the building on or containing such tax lot receives its certificate of occupancy.

Based upon the mid-January 2017 estimated date for Completion of Construction, the first tax year in which the exemption cap would apply would be tax year 2018/19 in which the exemption cap would equal $87,354 of assessed valuation per dwelling unit. Upon Completion of Construction, the Residential Component consisting of 148 dwelling units would have an exemption cap of approximately $12,928,392 for the first year of the 15-year benefit period. The cap would increase annually by 3% for the duration of the benefit period.

O. Energy Star Requirement.

Sections 11-245.8 of the Administrative Code and §6-05(d)(1)(viii) of the Rules provide that, for any building for which §421-a benefits are conferred, certain household appliances that are newly installed or replaced must be certified as Energy Star, unless an appropriately-sized Energy Star appliance is not manufactured.

P. **Multiple Dwelling Registration**

Section 6-05(d)(1)(viii) of the Rules provides that, any building for which §421-a benefits are conferred must be registered with HPD in accordance with the provisions of article two of subchapter four of the Housing Maintenance Code.

Q. **Prevailing Wage Requirement**

Section 421-a(8) provides that where Commencement of Construction of a multiple dwelling, as defined in the Rules, occurs on or after December 28, 2007, such multiple dwelling shall be eligible for tax benefits pursuant to that section only if "all building services employees regularly employed at the building, whether employed directly by the applicant or its successors, or through a property management company or a contractor, shall receive the applicable prevailing wage for the duration of the building's tax exemption." To be covered by this provision, such building service employees must perform work in connection with the care or maintenance of such building and be regularly scheduled to work for at least eight hours per week. Pursuant to Section 421-A(8)(c) (i and ii), these requirements shall not apply to projects containing less than fifty (50) dwelling units or to buildings where HPD certifies that at initial occupancy at least fifty percent (50%) of the dwelling units are affordable to individuals or families with a gross household income at or below one hundred twenty-five percent (125%) of the area median income. As construction will commence after December 28, 2007 and the new multiple dwelling will contain more than 50 dwelling units, the project would be required to comply with the prevailing wage requirement. We suggest that you contact HPD in regard to any questions that may arise as to implementation of the prevailing wage requirement for this Project as this subject matter is not within our firm's area of expertise.

If the foregoing information and assumptions are accurate and valid, and all of the 421-a requirements discussed herein are met, the Project should receive a partial exemption from taxation for local purposes, other than assessments for local improvements, for the construction period, not to exceed three years, and for fifteen years after the taxable status date immediately following the completion of construction, or the three year maximum construction period, whichever is less.

The opinions expressed above are based on our interpretations of the Real Property Tax Law, the Administrative Code of the City of New York, FAQ's issued by HPD, conversations with employees of HPD and DOF and the applicable HPD regulations in effect as of the date hereof.

You should be aware that the laws, regulations, practices and positions of the Building Department, Department of Finance and HPD 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. We shall not be liable if, because of any change of laws and/or regulations, adverse determination on any unsettled law, or a changed interpretation by one or more agencies or Courts of competent jurisdiction regarding said laws and/or regulations, the project fails to obtain, in whole or in part, Section 421-a benefits.

No warranties are made herein nor are any assurances or representations given that HPD, the New York City Department of Finance or any other agency with jurisdiction will approve the Section 421-a application, nor is any warranty made or assurance or representation given that a court of competent jurisdiction will determine that the project is entitled to, in whole or in part, Section 421-a benefits. In addition, no warranty is made nor any assurance or representation given that the laws, rules, regulations, policies, positions and practices upon which this opinion is based will not be changed after the date of this opinion. In addition, we do not warrant or represent the amount of tax savings if the Project receives partial real estate tax exemption benefits.

Very truly yours,

Marcus & Pollack LLP

Marcus & Pollack LLP

MP:md

MARCUS & POLLACK LLP

ATTORNEYS AT LAW

INCLUDING PROFESSIONAL CORPORATIONS

708 THIRD AVENUE

11TH FLOOR

NEW YORK, NY 10017-4112

(212) 490-2900

FAX: (212) 599-3167

www.marcuspollack.com

taxappeal@marcuspollack.com

JOEL R. MARCUS

ROBERT M. POLLACK

PHILIP H. AZARIAN

BRUCE A. BRASKY

JESSICA L. GOLDSTEIN

EMILY N. BLATT

ZACHARY L. NATHANSON

June 25, 2015

Rick Sondik, President
Flushing Commons Property Owner, LLC
1221 Avenue of the Americas
New York, New York 10020

Re: Real Estate Tax Projection
Residential Component of New Mixed-Use Condominium Development
138-35 39th Avenue
Block 4978, Part of Lot 40, Queens

Gentlemen:

Pursuant to your request, we have reviewed the information furnished by your office regarding the above-referenced development project as a mixed-use condominium apartment project. The mixed-use condominium development would consist of a new 17-story mixed-use condominium development consisting of 2 towers rising from a common base platform. The residential portion of the development will be located in separately assessed condominium tax lots and will be the subject of an application for partial real estate tax exemption benefits under the 421-a Program. The commercial portion of the project will be located in separately assessed condominium tax lots and will be the subject of an application for partial real estate tax abatement benefits under the Industrial and Commercial Abatement Program ("ICAP").

You have asked us to estimate real estate taxes for the residential portion of a new mixed-use condominium building for the first year of condominium operation and upon Completion of Construction. In addition, you have asked us to estimate the real estate taxes for the residential portion of the condominium building both with and without any 421a exemption benefit.

Real property tax assessments are subjective determinations made by individual assessors within the New York City Department of Finance ("DOF"). Accordingly, it is impossible to predict what the assessed value of the above-referenced property will be. However, it is possible to estimate an approximate assessed value of a property based upon an analysis of the factors that influence market value, such as time, location, construction cost, neighborhood quality and economic trends.

Real Property Tax Law Section § 581 requires that DOF assess residential condominiums without regard to their form of ownership. This requirement has been interpreted to mean that cooperatives and condominiums are to be assessed as if they were rental properties, thus requiring a valuation based upon the capitalization of income utilizing rents imputed from comparable rental properties.

In estimating the assessed valuations herein, we therefore examined comparable rents from other newly constructed apartment buildings in the area of the Project. In addition, we have also studied the assessed valuations of newly constructed residential buildings throughout the Flushing area of Queens. These comparable assessment studies have enabled us to ascertain the current assessing policies of the City of New York with regard to newly constructed residential buildings. However, there are no assurances that these policies will remain unchanged, or that the indicators of market value will not be adjusted prior to the completion of the referenced project, resulting in an assessment differing from the estimate contained herein.

In deriving our projected valuations, we considered the capitalization of income based upon comparable rents method, but relied primarily on the assessed valuation studies. All prospective purchasers are advised that although our estimate of the property's assessed valuation upon completion is a good faith estimate; the assessment when actually made may be less or greater than as estimated herein.

You have advised us of the following facts regarding the project:

1. The property is to be developed as a new 17-story mixed-use condominium development consisting of 2 towers rising from a common base platform. The new condominium building will contain a total of approximately 689,546 square feet of commercial and residential floor area.

2. Upon Completion of Construction, the new mixed-use building will contain 14 floors; contain a total of 148 residential dwelling units and 193,175 square feet; and include a health club and various tenant amenities (collectively, the Residential Component"). The Residential Component will be located in separately assessed condominium tax lots and an Application for a Preliminary Certificate of Eligibility under the §421-a program will be made to the New York City Housing Preservation and Development Agency ("HPD") seeking a 15-year exemption benefit in an as-of-right area of the City where the condominium project will be located.

3. Upon Completion of Construction, the commercial portion of the combined building will consist of 4 levels of public parking located in the cellar and sub-cellar levels of the building with a total of approximately 272,197 square feet of space; two levels of retail space consisting of a total of approximately 59,842 square feet; and eleven floors of commercial office space containing a total of approximately 164,332 square feet (collectively, the "Commercial Component"). The Commercial Component will be located in separately assessed condominium tax lots is the subject of an application for partial real estate tax abatement benefits under the Industrial and Commercial Abatement Program ("ICAP"). The ICAP application was filed with DOF on January 28, 2014.

4. You have advised us that a new building permit for the mixed-use development was issued by the Department of Buildings on October 30, 2014; that for 421-a purposes, construction commenced in November 2014; and that it is anticipated construction will be completed by the middle of January 2017.

Discussion

You have advised us that the first year of condominium operation is anticipated to run from January 1, 2017 through December 31, 2017 and will therefore fall within the last six (6) months of tax year 2016/17 tax year and the first six (6) months of tax year 2017/18. The real estate taxes for the Residential Component of the mixed-use development for the first year of condominium operation will therefore consist of real estate taxes based on the assessed valuation of the project during the 2016/17 and 2017/18 tax years.

Estimated Real Estate Taxes Upon Completion of Construction (Tax Year 2018/2019) without §421-a Benefits

As construction will be completed prior to the January 5, 2018 taxable status date for the 2018/19 tax year, the 2018/19 assessed valuation will be the first City assessment roll to reflect a completed building. After consideration of all relevant factors, we have estimated an assessed valuation for the residential condominium units of $14,438,472 upon Completion of Construction. The assessed valuation anticipates that upon completion of construction, DOF will assess the Residential Component containing a total of 193,175 square feet at an assessed value of approximately $75 per square foot.

Applying the current overall class 2 tax rate for tax year 2014/15, 12.855%, to the estimated assessed value of $14,438,472 upon completion, we estimate that the annual 2018/19 real estate taxes for the residential portion of the condominium project, exclusive of 421-a exemption benefits, will be approximately $1,856,066.

Estimated Real Estate Taxes Upon Completion of Construction (Tax Year 2018/2019) with §421-a Benefits

The Residential Component will be the subject of an application for partial exemption from real estate taxes under the Section 421-a Program. The project will seek to qualify for a 15-year post-construction benefit. Under the fifteen year exemption benefit, that portion of the project's real estate taxes that exceed the project's mini-tax would be partially exempted in the following percentages:

Year Following Construction Period	Exemption %
1-11	100%
12	80%
13	60%
14	40%
15	20%

During a project's construction period, which may not exceed 3 tax years, 100% of the project's assessed value that exceeds the project's mini-tax assessed value would be fully exempt.

In addition to the foregoing taxes, Section 421-a (2)(b)(i) of the Real Property Tax Law requires that taxes shall be paid in each tax year during which 421-a benefits are received in an amount equal to the billable assessed value of the land and any improvements thereon during the tax year preceding the commencement of construction, this amount being referred to as the mini-tax assessed value, payable at the then current tax rate. We have estimated that that the mini-tax assessed value for the Residential Component will be $843,662 and that the mini-tax liability for the project would be approximately $108,453. (June 25, 2015 Marcus and Pollack Opinion of Counsel regarding 421-a Eligibility see Section N).

We have estimated an assessed valuation for the residential condominium units of $14,438,472 upon Completion of Construction. As 2018/19 will be the first year of the 15-year benefit period, ordinarily 100% of the assessed value in excess of the mini-tax assessed value ($13,594,810) would be subject to exemption. However, we have estimated the 421a exemption cap for the 2018/19 tax year for the 148 residential condominium units would be $12,928,392 (June 25, 2015 Marcus & Pollack Opinion of Counsel see Section M), the exemption for 2018/19 would be affected by the 421-a exemption cap. As a result, only $12,928,392 of the $14,438,472 assessed value would be exempt and the taxable assessed value for 2018/19 would be $1,510,080. Based on the Class 2 tax rate of 12.855%, taxes with 421-a benefits upon completion would be $194,121 ($1,510,080 x 12.855%).

Estimated Real Estate Taxes During the Course of Construction (Tax Year 2017/2018) without §421-a Benefits

As previously stated above, the 2018/19 assessed valuation will be the first City assessment roll to reflect a completed building. Based upon the anticipated date that you have provided for Completion of Construction in the middle of January 2017, we estimate that the City's tax assessors will characterize the new mixed-use condomininium building to be approximately 50% complete as of January 5, 2017. We have therefore estimated a billable assessed valuation of $7,214,883 for the residential condominium units for tax year 2017/18.

Applying the current overall class 2 tax rate for tax year 2014/15, 12.855%, to the estimated billable assessed value of the Residential Component, we estimate that the 2017/18 real estate taxes for the residential condominium, exclusive of 421-a exemption benefits, will be approximately $927,473.

Estimated Real Estate Taxes During the Course of Construction (Tax Year 2017/2018) with §421-a Benefits

We have estimated that the DOF tax assessors will characterize the new mixed-use condomininium building to be approximately 50% complete as of January 5, 2017 and that the billable assessed valuation of the Residential Component for tax year 2017/18 would be $7,214,883 for the residential condominium units. We estimate that 100% of the assessed value in excess of the mini-tax assessed value ($6,371,221) would be subject to exemption. As the exemption cap would not apply prior to Completion of Construction, the Residential Component would therefore be required to pay taxes based upon the mini-tax assessed value of $843,662 for 2017/18.

Applying the current overall class 2 tax rate for tax year 2014/15, 12.855%, to the estimated assessed value of the Residential Component, we estimate that the 2017/18 real estate taxes for the residential condominium, inclusive of 421-a exemption benefits, will be approximately $108,453.

Estimated Real Estate Taxes During the Course of Construction (Tax Year 2016/2017) without §421-a Benefits

Pursuant to Section 11-209 of the New York City Administrative Code, properties in the course of construction as of the January 5 taxable status date and not ready for occupancy by the following April 15, are entitled to a "Progress Assessment" wherein only the land is to be assessed for real estate taxes. Inasmuch as the Residential Component will not be ready for occupancy by April 15, 2016, we estimate that the 2016/17 billable assessed valuation will be a land only Progress Assessment of approximately $776,276.

Applying the current overall class 2 tax rate for tax year 2014/15, 12.855%, to the estimated Progress Assessment for the Residential Component, we estimate that the 2016/17 real estate taxes for the residential portion of the condominium development, exclusive of 421-a exemption benefits, would be approximately $99,790 ($776,276 x 12.855%).

Estimated Real Estate Taxes During the Course of Construction (Tax Year 2016/2017) with §421-a Benefits

As stated above, we have estimated that the 2016/17 assessment roll will reflect a land only Progress Assessment of $626,442. As the mini-tax assessed value for 2016/17 ($843,662) would be higher than the Progress Assessment, the real estate taxes for 2016/17 with the 421-a exemption would be based on the mini-tax assessed value. Applying the current overall class 2 tax rate for tax year 2014/15, 12.855%, to the estimated Progress Assessment for the Residential Component, we estimate that the 2016/17 real estate taxes for the residential portion of the condominium development, with the 421-a exemption benefit, would be approximately $108,453. As the building

would not yet be completed, the exemption caps would not apply and the taxes payable would be based on the mini-tax.

Estimated Real Estate Taxes, Exclusive of §421-a Benefits, for the First Year of Condominium Operation

For the first year of condominium operation, covering the period from January 1, 2017 through December 31, 2017, we have projected the real estate taxes for the residential portion of the mixed-use condominium development based upon the estimated assessments for the 2016/2017 and 2017/18 tax years would be approximately $513,632. This estimate does not consider potential 421-benefits which the Residential Component may qualify for and reflects the assessed values for a building in the course of but prior to completion of construction.

Estimated Taxes for the First Year of Condominium Operation January 1, 2017 through December 31, 2017, without §421-a Benefits

1/1/ 2017- 6/30/2017 (6 months of tax year 2016/17) $ 99,790/2 = $ 49,895
7/1/2017-12/31/2017 (6 months of tax year 2017/18) $927,473/2= $463,737

$49,895 + $463,737 + = $513,632

Estimated Taxes for the First Year of Condominium Operation January 1, 2017 through December 31, 2017, with §421-a Benefits

For the first year of condominium operation, covering the period from January 1, 2017 through December 31, 2017, we have projected the real estate taxes with 421-a benefits for the residential portion of the mixed-use condominium development.

Thus, for the first year of condominium operation the estimated total taxes for the condominium project, without §421-a benefits, would be approximately $513,632 and with 421-a benefits would be $108,453. We once again note that because the estimated taxes for the first year of condominium operation reflect estimated assessments of the Residential Component in tax years prior to completion of construction, the assessments in the second and third years of condominium operation will likely be significantly higher since they will be based upon assessments reflecting a completed and fully operational Residential Component

The opinions expressed above are based on our interpretations of the Real Property Tax Law, the Administrative Code of the City of New York, the applicable HPD regulations in effect as of the date hereof, FAQ's issued by HPD and conversations with employees of HPD and DOF. You should be aware that the laws, regulations, practices and positions of the Department of buildings, Department of Finance and HPD 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. We shall not be liable if, because of any change of laws and/or regulations, adverse determination on any unsettled law, or a changed interpretation by one or more agencies or courts of competent jurisdiction regarding said laws and/or regulations, the project fails to obtain, in whole or in part, §421-a benefits.

The projections appearing in this analysis are merely estimates and do not take into account any future increases in the real estate tax rate for Tax Class 2 properties. The above opinion is based upon our understanding of the policies and procedures and practices of the New York City Department of Finance and is not intended to be a guarantee or assurance that the tax assessments; taxes or tax savings herein discussed will be attained or that HPD will grant the 421-a Certificate of Eligibility.

Furthermore, we do not warrant or represent that the City assessors will apportion the mini-tax based on the allocation of residential and commercial common interests appearing in the amended and restated condominium offering plan or by any other method. We shall not be liable if, because of any change of laws and/or regulations, adverse determination on any unsettled law, or a changed interpretation by one or more agencies or courts of competent jurisdiction regarding said laws and/or regulations, the project fails to obtain, in whole or in part, §421-a benefits.

This letter was prepared at the sponsor's request. The figures set forth herein are approximations derived from material submitted by the sponsor and are subject to variation. No government agency has passed upon these figures or estimates contained in the Offering Plan, and we offer no warranties on real estate taxes for any period.

We hereby consent to the inclusion of this letter in the Offering Plan.

Very truly yours,

Marcus & Pollack LLP

Marcus & Pollack LLP

MP:md

THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT I

REAL ESTATE TAX CONSULTANT'S ESTIMATE OF TAXES FOR OFFICE SECTION (ICAP)

THIS PAGE INTENTIONALLY LEFT BLANK

MARCUS & POLLACK LLP

ATTORNEYS AT LAW

INCLUDING PROFESSIONAL CORPORATIONS

708 THIRD AVENUE

11TH FLOOR

NEW YORK, NY 10017-4112

(212) 490-2900

FAX: (212) 599-3167

www.marcuspollack.com

taxappeal@marcuspollack.com

JOEL R. MARCUS

ROBERT M. POLLACK

PHILIP H. AZARIAN

BRUCE A. BRASKY

JESSICA L. GOLDSTEIN

EMILY N. BLATT

ZACHARY L. NATHANSON

June 25, 2015

Rick Sondik, President
Flushing Commons Property Owner, LLC
1221 Avenue of the Americas
New York, New York 10020.

Re: Industrial and Commercial Abatement Program
New Mixed-Use Condominium Development
38-18 Union Avenue
Block 4978, Part of Lot 40, Queens

Gentlemen:

You have requested that we render our opinion as to the eligibility of the commercial portion of a proposed new mixed-use development to receive partial real estate tax abatement benefits pursuant to Sections 489-aaaaaa-489-kkkkkk of the Real Property Tax Law, Sections 11-268-11-279 of the New York City Administrative Code and the Rules and Regulations governing the Industrial and Commercial Abatement Program (collectively, "ICAP") and the procedures for obtaining such benefits. Unless specifically stated otherwise, the analyses and conclusions set forth herein are based on facts that you have given to us for review.

Proposed New Construction Project

You have advised us that you contemplate construction of a new 17-story mixed-use development consisting of 2 towers rising from a common platform base. Upon Completion of Construction, the new mixed-use building will contain approximately 689,546 square feet of commercial and residential floor area. The commercial portion of the combined building will consist of 4 levels of public parking located in the cellar and sub-cellar levels of the building with a total of approximately 272,197 square feet of space; two levels of retail space consisting of a total of approximately 59,842 square feet; eleven floors of commercial office space containing a total of approximately 164,332 square feet; and a total of 496,371 square feet of commercial space (collectively, the "Commercial Component").

The residential portion of the new mixed-use development will consist of 14 floors; contain a total of 148 residential dwelling units; and include a health club and various tenant amenities (collectively, the Residential Component"). The Residential Component will consist of 148 separately assessed residential condominium tax lots and a total of approximately 193,175 square feet. The Residential Component will be the subject of an application for partial real estate tax exemption benefits under the 421-a Program and will not be part of the application for partial real estate tax benefits under ICAP.

The Commercial Components of the new mixed-use development will also be located in separately assessed commercial condominium tax lots. Only the Commercial Component comprising the public parking, retail and office spaces will be the subject of an application for partial real estate tax abatement benefits under ICAP.

You have advised us that construction of the new mixed-use condominium building commenced on June 23, 2014 and have estimated the cost of construction of the Commercial Component to be approximately $147 million. We have been asked us to assume for the purposes of this analysis that construction of the Commercial Component would be completed by December 2016 and to analyze whether the Commercial Component would qualify for ICAP abatement benefits.

Program Overview

ICAP offers real estate tax benefits for property owners who renovate existing or build new commercial or industrial buildings in most areas of the City. The amount of benefits granted under ICAP is dependent upon the use of the building and its geographical location in the City.

Section 489-aaaaaa(3) of the Real Property Tax Law ("RPTL"), the ICAP enabling statute, defines commercial property to mean "nonresidential property on which will exist after completion of commercial construction work a building or structure, or portion thereof, used for the buying, selling or otherwise providing of goods or services including hotel services, or for other lawful business, commercial or manufacturing activities; provided that property or portions of property dedicated to utility property shall not be considered commercial property for purposes of this title." Retail, public parking garages and office space activities are eligible commercial uses for ICAP purposes. While it is our belief that the public parking garage qualifies as commercial space for ICAP purposes, we note that in recent years the New York City Department of Finance ("DOF") has taken the position that parking garages located in a residential condominium building do not qualify for ICAP benefits where the garage primarily serves as a tenant amenity. In those instances, DOF has ruled that because the majority of spaces are set aside for the residential tenants, the parking garage is merely accessory to the residential use and not commercial for ICAP purposes. We believe that the subject case is clearly distinguishable from the residential accessory parking scenario because the subject parking garage is not primarily intended for use by residential condominium owners in a mixed-use condominium building, as indicated by the fact that the vast majority of the spaces are intended for use of the office tenants and patrons of the retail units. Only a relative handful of spaces are for use by the residential condominium unit owners. Accordingly, it is our belief that the parking space does qualify as commercial space for ICAP purposes and will be eligible for abatement benefits.

Abatement Base and Benefit Period

Generally, when a building is the subject of substantial renovation work or new construction, the tax assessors of the New York City Department of Finance ("DOF") will significantly increase the building's real estate tax assessment to reflect the construction work. This results in an increase in real estate tax liability. To encourage property owners to build new or renovate existing industrial and commercial buildings, ICAP offers real estate tax benefits in the form of abatements that offset tax increases which otherwise result from such construction work.

The ICAP Abatement Base is generally equal to the difference between (a) 115 percent of the building's billable assessed value on the assessment roll with a tax status date immediately prior to the first building permit multiplied by the applicable Class 4 tax rate ("Initial Tax") and (b) the billable assessed value of the building after Completion of Construction. Prior to tax year 2015/16, lot 40 did not exist on the City's assessment roll. Lot 40 was created by the Department of Finance ("DOF") via the subdivision of Block 4978, Lot 25 in November 2014. Once a tax lot is subdivided by DOF, the assessors are required to create a "Pseudo Assessment History" for each new lot retroactive to tax year 1981. All of the historical assessed values for the original tax lot 25 are allocated between new lots 25 and 40 as if these new lots actually existed in those years. DOF's Pseudo Assessment History for lot 40 reflects the following values on the Operative Date in tax year 2011/12:

Lot Number	Land Actual Assessed Value	Building Actual Assessed Value	Ratio of Building to Land Actual Assessed Value
40	3,015,258	0	0%

Based upon the June 23, 2014 date for the start of construction, the January 5, 2014 tax status date would govern and the Initial Tax would be based on the 2014/15 building assessment. The Pseudo Assessment History created by the tax assessors for lot 40 indicates that there was no building assessment in tax year 2014. Therefore, lot 40's Initial Tax for ICAP purposes would be 0.

The Flushing area of Queens where the new mixed-use condominium building is to be constructed is currently designated, for ICAP purposes, as a "Special Commercial Abatement Area." Generally, new or renovated commercial buildings in a Special Abatement Area are eligible for a 25-year benefit. The abatement benefit is equal to 100 percent of the Abatement Base for the first 16 years and then declines by 10 percent in years 17-25 until the benefit period expires in the 26th year.

However, Section 489-bbbbbb(3)(c) of the RPTL states that where more than ten percent of a building in a Special Commercial Abatement Area is used for retail purposes, the first ten percent of the retail space ("Eligible Retail Space") and all other non-retail commercial space qualifies for 25-year abatement. The remaining retail space in the building ("Excess Retail Space") would qualify for a 15-year abatement.

RPTL 489-aaaaaa (15) defines retail activities for ICAP purposes as follows:

> "Retail purposes" means any activity that consists predominately of (a) the final sale of tangible personal property or services by a vendor as defined in section eleven hundred one of the tax law, (b) the sale of services that generally involve the physical, mental, and/or spiritual care of individuals or the physical care of the personal property of individuals, (c) retail banking services, or (d) the final sale of food and/or beverage by a vendor as defined in section eleven hundred one of the tax law, including the assembly, processing or packaging of goods, provided that sales of such tangible personal property or services are predominantly to purchasers who personally visit the facilities at which such sales are made or such property and services are provided. "Retail purposes" shall not include hotel uses as described in subdivision four of section four hundred eighty-nine-cccccc of this title.

The Abatement Base for commercial projects in a special commercial abatement area is subject to inflation protection to the extent that all increases in the building's assessment attributable to inflation or general market conditions in excess of 5% during years 2-13 of the benefit period are added to the Abatement Base originally established in the first tax year following completion of construction. This will apply to both the Eligible and Excess Retail Spaces in the Commercial Component.

As previously stated above, the Commercial Component will contain a total of approximately 496,371 square feet of commercial space consisting of approximately 164,332 of office space; 59,842 square feet of retail space and approximately 272,197 square feet of public parking. In accordance with the definition of retail use provided in RPTL Section 489-aaaaaa(1) above and for the purposes of this analysis, we have assumed that DOF will characterize the public parking space as retail space for ICAP purposes. We have also assumed that DOF will characterize both the public parking garage space along with the two levels of retail space as retail space. The Commercial Component would therefore be subject to a two-tiered benefit in which all 164,332 square feet of office space and the first 49,637 square feet of retail/public parking garage space (213,969 square feet) would qualify for a 25-year benefit as Eligible Retail Space while the balance of the Commercial Component (282,402 square feet), would be Excess Retail Space and would qualify for a 15-year benefit. Thus, approximately 57% of the Commercial Component would be subject to the 15-year benefit while

approximately 43% of the Commercial Component (Office and Eligible Retail Space) would qualify for a 25-year benefit.

The Eligible Retail Space qualifying for the 25-year abatement would receive a benefit equal to 100 percent of the Abatement Base for the first 16 years which would then decline annually by 10 percent in years 17-25 until the benefit period expires in the 26th year. In contrast, the Excess Retail Space would receive a benefit equal to 100 percent of the Abatement Base for the first 11 years of the 15-year benefit period with the benefit declining annually by 20% for years 12-15. The benefit for the Excess Retail Space would expire in year 16.

Application

Applicants for ICAP benefits must submit two applications-a Preliminary Application and a Final Application for Certificate of Eligibility. The Preliminary Application must be filed with the Department of Finance ("DOF") prior to the issuance date of the first building permit by the Department of Buildings The Preliminary Application must be filed by March 1, 2017 and the first building permit for the project must be issued prior to April 1, 2017. As indicated above, these 2 filing requirements have been met. If the first building permit for a project is issued prior to the filing of the Preliminary Application or commencement of construction, where no permit is required, the entire project will be ineligible for benefits under ICAP. Once again, as indicated above, this criterion for ICAP eligibility has also been satisfied. A Final Application describing the project in detail must be filed within one year of the first permit's issuance date or where no permit is required, prior to Commencement of Construction. Under the law, final ICAP applications filed after one year from issuance of the first building permit or Commencement of Construction must automatically be denied. In fact, a Preliminary Application was filed for the Commercial Component on January 28, 2014 and the first building permit for the project was issued by DOB on June 23, 2014. Therefore, the Final Application must be filed no later than June 22, 2015.

ICAP benefits will also be denied for any property that has failed to file the Real Property Income and Expense ("RPIE") with the DOF for all tax years covering the initial tax year through and including the tax year in which construction is completed. Interim construction reports must be submitted to DOF semi-annually throughout the construction period.

Under the law, the property owner or any party legally (by statute, lease or contract provisions) obligated to pay real estate taxes to the City may apply for benefits. This includes, but is not limited to, the property owner or net lessee.

Local Law 67 of 2008 requires that all ICAP beneficiaries include City-certified Minority and Women-owned Business Enterprises (M/WBE) firms in construction projects for which tax abatements are granted. All ICAP applicants must reach out to M/WBE firms for the process of promoting contracting opportunities on the project. An ICAP M/WBE Compliance Report—must be submitted with the Preliminary Application. For projects over $1.5 million, ICAP applicants must indicate which outreach activities they performed; keep detailed records of the outreach activities accessible at their place of business; and list at least three M/WBE firms that were solicited to perform subcontracting work.

- Advertised opportunities to participate in the project in general circulation media, trade and professional association publication, subcontract on the project. Outreach activities include the following: small business media, and publications of M/WBE organizations;
- Provided written notices of specific opportunities to M/WBE firms inviting their participation;
- Held meetings with M/WBEs prior to the date their bids or proposals were due, for the purpose of explaining in detail the scope and requirements of the work for which their bids or proposals were solicited;
- Made efforts to negotiate with M/WBEs to perform specific subcontracts, or act as suppliers or service providers;
- Made timely requests to the NYC Department of Small Business Services for help locating certified M/WBE firms;
- Attempted to identify interested M/WBEs not currently on the list of City-certified firms.

Minimum Required Expenditure ("MRE")

Under ICAP, all applications for commercial and industrial abatement benefits require a MRE of 30 percent of the total billable assessed value (both land and building) of the project site in the tax year in which the first building permit for the project is issued. The MRE must be satisfied within 4 years from the date of the first building permit. The MRE includes both "hard costs" for items including the demolition work and so-called "soft costs" such as architect/engineer fees and filing fees with the Department of Buildings. As the first building permit for the condominium building was issued on June 23, 2014, the MRE would be equal to 30% of the total billable assessed value (land and building) of the portion of current tax lot 40 which will be allocated by DOF to the Commercial Component for the 2014/15 tax year.

As previously stated above, upon Completion of Construction, the mixed-use condominium development will contain a total of approximately 689,546 square feet of residential and commercial space. The condomininium tax lots

comprising the Commercial Component will contain a total of 496,371 square feet of retail, public parking and office space while the condominium tax lots comprising the Residential Component will contain a total of 193,175 square feet of residential space. We have estimated that approximately $797,712 of the assessed value of current lot 40 will be allocated by the assessors to the Residential Component and $2,050,174 will be allocated to the Commercial Component. The project's MRE would therefore be approximately $615,052 ($2,050,174 x 30%). The projected construction budget of $147 million would easily satisfy the MRE.

Continuing Eligibility

ICAP benefits are based upon completed construction work and are generally not affected by transfers in ownership. The laws governing ICAP authorize the DOF to reduce or terminate benefits only in limited circumstances. These circumstances are as follows:

1. Any portion of the building is converted to residential use;
2. Taxes and charges relating to the property are delinquent;
3.The property owner transfers to a person convicted of arson, harassment or any offense relating to bribery involving public servants or related offenses enumerated in Article 200 of the Penal Law;
4. Failure to comply with provisions of the Zoning Resolution, and the Building, Fire and Air Pollution Control Codes of the City; and
5. Failure to file required Certificates of Continuing Use with DOF every two years during the benefit period. These certificates must be filed by January 5.

Estimated Real Estate Taxes and ICAP Benefits

You have advised that the contemplated project would consist of separate condominium tax lots for retail, public parking garage and office space; estimated that the cost of construction would be approximately $147 million; and anticipated that construction will be completed by December 2016. Based upon this estimated date for completion of the project and the fact that the Initial Tax for the Commercial Component is 0, the ICAP abatement benefit would begin in the first tax year following completion (tax year 2017/18) and the Abatement Base would equal the building assessed value in 2017/18.

Estimated Real Estate Taxes Upon Completion of Construction (Tax Year 2017/2018)

As you have asked us to assume for the purposes of this analysis that construction will be completed by December 2016, the 2017/18 assessment roll would be the first to reflect the completed ICAP project. After consideration of all relevant factors, we have estimated an assessed valuation of approximately $17,254,860 for the 164,332 square feet of office space based on an estimated assessed value of $105 per square foot, $7,181,040 for the 59,842 square feet of retail space based on an estimated $120 per square foot and $12,248,865 for the 272,197 square feet of public parking garage spaces based on an estimated assessed value of $45 per square foot upon Completion of Construction.

Tax Year 2017/2018

	Office Space	Retail Space	Public Parking
Total AV	$17,254,860	$7,181,040	$12,248,865
Land AV	$678,605	$247,116	$1,124,032
Building AV	$16,576,255	$6,933,924	$11,124,833
Taxes w/o ICAP@10.684%	$1,843,509	$767,222	$1,308,668
ICAP Initial Tax	0	0	0
Abatement Base	$ 1,771,007	$740,821	$1,188,577
Estimated Taxes with ICAP	$72,502	$26,402	$120,092

As previously stated above, 100% of the Abatement Base will be applied to offset the new building's assessment for years 1-16 of the benefit period. The Abatement Base for the Eligible Retail Space and office space would be phased-out by 10% annually in tax years 17-25 until the property would become fully taxable in year 26. The amount of the ICAP abatement will be determined solely by the Department of Finance based upon the tax assessor's determination of the fair market value of all commercial construction work that is described in the ICAP application and completed during the construction period. We make no representation as to the amount of the abatement determined by the tax assessors.

If the foregoing information and assumptions are accurate and valid, and all of the ICAP requirements discussed herein are met, the Commercial Component should receive a partial abatement from real estate taxes for 15/25 years beginning in the first tax year immediately following completion of construction.

The opinions expressed above are based on our interpretations of the Real Property Tax Law, the Administrative Code of the City of New York, conversations with employees of DOF and applicable DOF regulations in effect as of the date hereof. You should be aware that the laws, regulations, practices and positions of DOF 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. We shall not be liable if, because of any change of laws and/or regulations, adverse determination on any unsettled law, or a changed interpretation by one or more agencies or Courts of competent jurisdiction regarding said laws and/or regulations, the project fails to obtain, in whole or in part, ICAP benefits. While we believe our opinions are well founded, they are not intended, and should not be construed as representations or warranties. You should be aware that the laws, regulations and practices of DOF upon which this opinion is predicated may in the future be revised in a manner adverse to your interests, or that there may be an adverse interpretation of the law or regulations by one or more agencies of the City of New York, or Courts of competent jurisdiction

No warranties are made herein nor are any assurances or representations given that DOF or any other agency with jurisdiction will approve the ICAP application, nor is any warranty made or assurance or representation given that a court of competent jurisdiction will determine that the project is entitled to, in whole or in part, ICAP benefits. In addition, no warranty is made nor any assurance or representation given that the laws, rules, regulations, policies, positions and practices upon which this opinion is based will not be changed after the date of this opinion. In addition, we do not warrant or represent the that DOF will classify any portion of the public parking garage as ICAP-eligible commercial space; the allocation of current tax lot 40's assessed value amongst the office, retail and public parking units; and the amount of tax savings for the office, retail and parking areas of the Commercial Component if the Project receives partial real estate tax abatement benefits.

Very truly yours,

Marcus & Pollack LLP

Marcus & Pollack LLP

MP:md

MARCUS & POLLACK LLP

ATTORNEYS AT LAW

INCLUDING PROFESSIONAL CORPORATIONS

708 THIRD AVENUE

11TH FLOOR

NEW YORK, NY 10017-4112

(212) 490-2900

FAX: (212) 599-3167

www.marcuspollack.com

taxappeal@marcuspollack.com

JOEL R. MARCUS

ROBERT M. POLLACK

PHILIP H. AZARIAN

BRUCE A. BRASKY

JESSICA L. GOLDSTEIN

EMILY N. BLATT

ZACHARY L. NATHANSON

June 25, 2015

Rick Sondik, President
Flushing Commons Property Owner, LLC
1221 Avenue of the Americas
New York, New York 10020.

Re: Real Estate Tax Projection
Commercial Component of New Mixed-Use Condominium Development
38-18 Union Avenue
Block 4978, Part of Lot 40, Queens

Gentlemen:

Pursuant to your request, we have reviewed the information furnished by your office regarding the above-referenced project as a mixed-use condominium development. The mixed-use condominium development would consist of a new 17-story mixed-use condominium development consisting of 2 towers rising from a common base platform. The residential portion of the development will be located in separately assessed condominium tax lots and will be the subject of an application for partial real estate tax exemption benefits under the 421-a Program. The commercial portion of the project will be located in separately assessed condominium tax lots and will be the subject of an application for partial real estate tax abatement benefits under the Industrial and Commercial Abatement Program ("ICAP").

You have asked us to estimate real estate taxes for the commercial areas of the condominium building for the first year of condominium operation and upon Completion of Construction. In addition, you have asked us to estimate the real estate taxes for the commercial areas of the condominium building consisting of office, retail and public parking areas ("Commercial Component"), both with and without any ICAP abatement benefits. Unless specifically stated otherwise, the analyses and conclusions set forth herein are based on facts that you have given to us for review.

There are three recognized appraisal methods which are employed by the New York City Department of Finance's Real Property Assessment Department ("DOF") to determine the full market value of real property. These methods are the original cost method, capitalization of income approach and the sales price comparison method.

The original cost method is based on the theory that the value of a given property is reflected by its cost of construction plus the acquisition cost of the underlying land. This method of valuation is considered a significant indicator of value with respect to new buildings. Relevant data used in the cost method includes material and labor ("hard") costs, and financing, engineering, architectural, testing and professional fees and construction period taxes ("soft") costs.

The capitalization of income method is based upon the proposition that the annual net income generated by a property, when divided by the rate of return an investor at a given time would accept for his money in a competing investment, yields a close estimate of the market value of the property. In the past the DOF has also utilized gross income multipliers to value residential property. However, DOF has recently indicated that they will no longer utilize this approach to value for this type of property.

The sales price comparison method is founded upon the belief that value can be ascertained by surveying market prices. Market value has been defined as that price which a property would bring in a competitive and open market, wherein both buyer and seller are acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. However, the addition of sale prices of individual units may not be the basis for arriving at the assessed valuation of a residential condominium or cooperative housing corporation. Real Property Tax Law Section 581 requires that the DOF assess condominiums and cooperative buildings without regard to their form of ownership. This requirement has been interpreted to mean that cooperatives and condominiums are to be assessed as if they were rental properties, thus requiring a valuation based upon the capitalization of income utilizing rents imputed from comparable rental properties.

Generally, when assessing a condominium building, the DOF tax assessors first value the building in its entirety. This overall assessment is then apportioned among the respective units, each of which will be assigned a tax lot designation once the condominium declaration has been recorded with the City Register. In the past, the apportionment was based in part upon the proportion of the projected selling price presented in the Offering Plans that each condominium unit bears to the gross sellout price for all units available for purchase in the project (hereinafter, "Proportionate Valuation"), and in part upon extrinsic indicia of value, including location, square footage, amenities, income producing potential and existing leases, if any, on particular

units. However, more recently, DOF policy has been to allocate the assessed values for each of the units within a condominium by utilizing each unit's respective percent interest in the common elements. As for the subject condominium building, the individual units will be apportioned into individual tax lots with separate assessed values. However, owing to the fact that a significant percentage of the master condominium building's floor area will consist of commercial retail, office and public parking space, it is our opinion that the DOF tax assessors will create a hybrid assessment for the master condominium building wherein the value of the residential and commercial components will be separately assessed and their separate assessments then added together to create a single tax assessment for the entire condominium building. Nevertheless, please note that we make no representation or offer no assurances that the Department of Finance will use any particular method to apportion assessed valuation among the units for the purpose of computing the portion of the condominium building's total assessed valuation that will be allocated to each condominium unit within the condominium building.

We have determined that reconciliation of the three approaches to valuation discussed above, for recently constructed commercial space in the Flushing area of Queens justifies an estimated overall total assessed valuation for the entire Commercial Component upon Completion of Construction of $36,684,765. We estimate that the office portion of the Commercial Component would have an assessed valuation upon completion of $17,254,860 based upon an estimated assessed valuation of $105 per square feet for the 164,332 square feet of office space. We estimate that the retail portion of the Commercial Component of the condominium building would have an assessed valuation upon completion of $7,181,040 based upon an estimated assessed valuation of $120 per square foot for the 59,842 square feet of retail space. We further estimate that public parking portion of the Commercial Component of the condominium building would have an assessed valuation of $12,248,865 based upon an estimated assessed valuation of $45 per square foot for the 272,197 square feet of parking space. We project that these assessed values of the Commercial Component of the completed condominium building would first be reflected on the City's 2017/2018 tax assessment roll.

For our projections, we have placed greatest weight on the Comparable Assessment Study. The Comparable Assessment studies generally indicate that the City's assessment of newly constructed residential condominiums and cooperatives are often lower than what would normally be indicated by the capitalization of income method.

You have advised us of the following facts regarding the project:

1. The property is to be developed as a new 17-story mixed-use condominium development consisting of 2 towers rising from the same base. The new condominium building will contain a total of approximately 689,546 square feet of commercial and residential floor area.

2. Upon Completion of Construction, the new mixed-use building will contain 14 floors; contain a total of 148 residential dwelling units and 183,175 square feet; include a health club and various tenant amenities (collectively, the Residential Component"). The Residential Component will be located in separately assessed condominium tax lots and an Application for a Preliminary Certificate of Eligibility under the §421-a program will be made to the New York City Housing Preservation and Development Agency ("HPD") seeking a 15-year exemption benefit in an as-of-right area of the City where the condominium project will be located.

3. Upon Completion of Construction, the commercial portion of the combined building will consist of 4 levels of public parking located in the cellar and sub-cellar levels of the building with a total of approximately 272,197 square feet of space; two levels of retail space consisting of a total of approximately 59,842 square feet; and eleven floors of commercial office space containing a total of approximately 164,332 square feet (collectively, the "Commercial Component"). The Commercial Component will be located in separately assessed condominium tax lots and is the subject of an application for partial real estate tax abatement benefits under the Industrial and Commercial Abatement Program ("ICAP"). The ICAP application was filed with DOF on January 28, 2014.

4. You have advised us that a new building permit for the mixed-use development was issued by the Department of Buildings on October 30, 2014; that for 421-a purposes, construction commenced in November 2014; and that it is anticipated construction will be completed by December 2016.

Discussion

You have advised us that the first year of condominium operation is anticipated to cover the period from January 1, 2017 through December 31, 2017 and will therefore fall within the last six (6) months of tax year 2016/17 tax year and the first six (6) months of tax year 2017/18. Therefore, real estate taxes for the Commercial Component of the mixed-use development for the first year of condominium operation will consist of real estate taxes based on the assessed valuation of the commercial units during the 2016/17 and 2017/18 tax years. For the purposes of estimating real estate taxes for the first year of condominium operation, we have broken the Commercial Component of the mixed-use condominium development into 4 separate units. As previously stated in the Marcus & Pollack LLP June 25, 2015 Opinion of Counsel, for ICAP purposes, retail space which exceeds 10% of the total floor area of a commercial project is eligible for a 15-year partial abatement benefit while all office space and up to 10% of the commercial project's retail floor area may qualify for a 25-year abatement. We have therefore broken the Commercial Component into 4 units consisting of the following:

1. Office Unit-164,332 square feet of office space eligible for 25-year benefit;
2. Eligible Retail consisting of 49,637 square feet eligible for a 25-year benefit;
3. Excess Retail consisting of 10,205 square feet eligible for a 15-year benefit; and
4. Parking consisting of 272,197 square feet eligible for a 15-year benefit.

Estimated Real Estate Taxes Upon Completion of Construction (Tax Year 2017/2018) without ICAP Benefits

As construction will be completed prior to the January 5, 2017 taxable status date for the 2017/18 tax year, the 2017/18 tax year will be the first assessment roll to reflect a completed building. After consideration of all relevant factors more fully discussed in the Marcus & Pollack LLP ICAP Opinion of Counsel dated June 25, 2015, we have estimated the following total assessed valuations and real estate tax liabilities, without ICAP abatement benefits, for the Office, Eligible Retail, Excess Retail and Public Parking spaces upon Completion of Construction as follows:

Office	$17,254,860	10.684%	$1,843,509
Eligible Retail	$5,956,440	10.684%	$636,386
Excess Retail	$1,224,600	10.684%	$130,836
Parking	$12,248,865	10.684%	$1,308,668

Estimated Real Estate Taxes Upon Completion of Construction (Tax Year 2017/2018) with ICAP Benefits

After consideration of all relevant factors more fully discussed in the Marcus & Pollack LLP ICAP Opinion of Counsel dated June 15, 2015, we have estimated the following real estate tax liabilities, with ICAP abatement benefits, for the Office, Eligible Retail, Excess Retail and Public Parking spaces upon Completion of Construction as follows:

	Office	Eligible Retail	Excess Retail	Public Parking
Estimated ICAP Taxes	**$72,502**	**$21,900**	**$4,502**	**$120,092**

Estimated Real Estate Taxes During the Course of Construction (Tax Year 2016/2017) without ICAP Benefits

Pursuant to Section 11-209c of the New York City Administrative Code, properties in the course of construction as of the January 5 taxable status date which are not ready for occupancy by the following April 15, are entitled to a "Progress Assessment" wherein only the land is to be assessed for real estate taxes. Inasmuch as the Commercial Component will not be ready for occupancy by April 15, 2016, we estimate that the 2016/17 assessed valuation for the office, eligible retail, excess retail and public parking areas of the Commercial Component would be land only Progress Assessments as follows:

	AV	Tax Rate	Taxes
Office:	$678,605	10.684%	$72,502
Eligible Retail	$204,975	10.684%	$21,900
Excess Retail:	$42,141	10.684%	$4,502
Parking:	$1,124,032	10.684%	$120,092

Estimated Real Estate Taxes During the Course of Construction (Tax Year 2016/2017) with ICAP Benefits

As previously discussed in the Marcus & Pollack LLP Opinion of Counsel dated June 25, 2015, the ICAP abatement benefit cannot begin until after Completion of Construction so there would be no ICAP abatement in effect in tax year 2016/17, the Commercial Component consisting of office, eligible retail, excess retail and public parking would be subject to the land only Progress Assessment discussed above.

Estimated Real Estate Taxes for the First Year of Condominium Operation

For the first year of condominium operation, covering the period from January 1, 2017 through December 31, 2017, we have projected the real estate taxes for the commercial portions of the mixed-use condominium development based upon the estimated assessments for the 2016/2017 and 2017/18 tax years.

Estimated taxes for the First Year of Condominium Operation January 1, 2017 through December 31, 2017 without ICAP Benefits

January 1, 2017-June 30, 2107

	AV	AV/2	Tax Rate	Taxes
Office:	$678,605	$339,302	10.684%	$36,251
Eligible Retail	$204,975	$102,488	10.684%	$10,950
Excess Retail:	$ 42,141	$ 21,070	10.684%	$ 2,251
Parking:	$1,124,032	$551,016	10.684%	$60,045

July 1, 2017-December 31, 2017

	AV	AV/2	Tax Rate	Taxes
Office:	$17,254,860	$8,627,430	10.684%	$921,754
Eligible Retail	$5,956,440	$2,978,220	10.684%	$318,193
Excess Retail:	$1,224,600	$612,300	10.684%	$ 65,418
Public Parking:	$12,248,865	$6,124,432	10.684%	$654,334

Total Taxes for Office, Retail and Public Parking Garage for First Year of Condominium Operation January 1, 2017- December 31, 2017 without ICAP Benefits

Office:	$36,251	+ $921,754	=	$958,005
Eligible Retail	$10,950	+ $318,193	=	$329,143
Excess Retail:	$2,251	+ $65,418	=	$67,669
Public Parking:	$60,045	+ $654,334	=	$714,379

Estimated taxes for the First Year of Condominium Operation January 1, 2017 through December 31, 2017 with ICAP Benefits

January 1, 2017-June 30, 2107 (ICAP not yet in effect)

	AV	AV/2	Tax Rate	Taxes
Office:	$678,605	$339,302	10.684%	$36,251
Eligible Retail	$204,975	$102,488	10.684%	$10,950
Excess Retail:	$ 42,141	$21,070	10.684%	$ 2,251
Parking:	$1,124,032	$551,016	10.684%	$60,045

July 1, 2017-December 31, 2017(ICAP in effect for 6 months)

	ICAP Taxes/Year	ICAP Taxes for 6 months
Office:	$72,502	$36,251
Eligible Retail	$21,900	$10,950
Excess Retail:	$4,502	$2,251
Parking:	$120,092	$60,045

Total Taxes for Office, Retail and Public Parking Garage for First Year of Condominium Operation with ICAP Benefits

Office:	$36,251	+	36,251	=	$72,502
Eligible Retail	$10,950	+	$10,950	=	$21,900
Excess Retail:	$2,251	+	$ 2,251	=	$4,502
Parking:	$60,045	+	$ 60,045	=	$120,090

The opinions expressed above are based on our interpretations of the Real Property Tax Law, the Administrative Code of the City of New York, the applicable DOF regulations in effect as of the date hereof, FAQ's issued by DOF and conversations with employees of DOF. You should be aware that the laws, regulations, practices and positions 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. We shall not be liable if, because of any change of laws and/or regulations, adverse determination on any unsettled law, or a changed interpretation by one or more agencies or courts of competent jurisdiction regarding said laws and/or regulations, the project fails to obtain, in whole or in part, ICAP benefits.

The projections appearing in this analysis are merely estimates and do not take into account any future increases in the real estate tax rate for Tax Class 4 properties. The above opinion is based upon our understanding of the policies and procedures and practices of the New York City Department of Finance and is not intended to be a guarantee or assurance that the tax assessments; taxes or tax savings herein discussed will be attained or that DOF will grant the ICAP Final Certificate of Eligibility. Furthermore, we do not warrant or represent that the City assessors will apportion lot 40 or allocate the residential and commercial common interests as estimated in this opinion letter.

We shall not be liable if, because of any change of laws and/or regulations, adverse determination on any unsettled law, or a changed interpretation by one or more agencies or courts of competent jurisdiction regarding said laws and/or regulations, the project fails to obtain, in whole or in part, ICAP benefits.

This letter was prepared at the sponsor's request. The figures set forth herein are approximations derived from material submitted by the sponsor and are subject to variation. No government agency has passed upon these figures or estimates contained in the Offering Plan, and we offer no warranties on real estate taxes for any period.

We hereby consent to the inclusion of this letter in the Offering Plan.

Very truly yours,

Marcus & Pollack LLP

Marcus & Pollack LLP

MP:md

EXHIBIT J

ENGINEER'S CALCULATIONS OF GAS AND ELECTRICAL CONSUMPTION

THIS PAGE INTENTIONALLY LEFT BLANK

AKF

December 1, 2014
Revised: February 17, 2015
Revised: February 24, 2015
Revised: March 26, 2015

Mr. Marc Kotler
Senior Vice President
FirstService Residential
622 Third Ave., 15th Fl | New York, NY 10017

Re: Flushing Commons
AKF Project No. Y120440

Dear Marc:

The following are the estimated utility costs for the condo common budget. Please note that we did not include any escalation in our estimates.

1. Residential Section:

   a. Natural Gas for Space Heating = $27,100

      The estimated cost for heating is based on $0.90 per Therm of gas and 30,117 Therms per year, which assumes maintaining 70°F indoors with an outside temperature of +13°F and a wind of 15 MPH. Note that heating for the residential units are provided by dedicated electric heat pump on each tenant's meter.

   b. Natural Gas for Cooking and Dryers = $66,300

      The estimated cost for apartment cooking is based on an average usage of approximately 500 Therms of gas per year per apartment at a cost of $0.90 per Therm for 148 apartments.

   c. Natural Gas for Domestic Hot Water = $18,200

      The estimated cost for the domestic hot water gas fired unit is based on a usage of 42 gallons of hot water per apartment; at $0.90 per Therm and 20,075 Therms per year, for the 148 apartment units.

   d. Water & Sewer = $93,500

      The estimated cost for water and sewer is based on a combined charge $9.27 per 100 cu.ft. and a usage of 140 gallons per day per apartment. The estimated occupancy is based on an average of 2.0 persons per apartment for 148 apartments.

e. Electric = $179,500

The estimated cost for common area electricity is based on an assumed consumption of 461,750 kWhrs per year and an average cost of $0.23 per kWhr. This is based on common area loads being supplied through a single house meter at Con Edison Rate SC9-1, and the rates are based on the currently effective rates. These rates include an estimated $0.01 fuel adjustment and Con Edison surcharge of 8%.

2. Commercial Office Section:

a. Natural Gas for Space Heating = $81,700

The estimated cost for heating is based on $0.90 per Therm of gas and 90,750 Therms per year, which assumes maintaining 70°F indoors with an outside temperature of +13°F and a wind of 15 MPH. Note that heating for the commercial space is provided by dedicated electric heat pump on each tenant's meter.

b. Natural Gas for Domestic Hot Water = $1,200

The estimated cost for the domestic hot water gas fired unit is based on an average daily usage of 1 gallon of hot water per person; based on an assumed 900 person occupancy for the commercial office building; at $0.90 per Therm and 1,450 Therms per year.

c. Water & Sewer: = $51,200

The estimated cost for water and sewer is based on a combined charge $9.27 per 100 cu.ft. and a usage of 15 gallons per day per person. The estimated occupancy is based on an average of 7.0 persons per 1,000 square feet of commercial office space.

d. Electric: = $84,230

The estimated cost for common area electricity is based on an assumed consumption of 366,200 kWhrs per year and an average cost of $0.23 per kWhr. This is based on common area loads being supplied through a single house meter at Con Edison Rate SC9-1, and the rates are based on the currently effective rates. These rates include an estimated $0.01 fuel adjustment and Con Edison surcharge of 8%.

3. Retail

a. Natural Gas for Space Heating = $67,200

The estimated cost for heating is based on $0.90 per Therm of gas and 74,700 Therms per year, which assumes maintaining 70°F indoors with an outside temperature of +13°F and a wind of 15 MPH. Note that heating for the commercial space is provided by dedicated electric heat pump on each tenant's meter.

b. Water & Sewer = $11,300

The estimated cost for water and sewer is based on a combined charge $9.27 per 100 cu.ft. and usage of 500 gallons per day per big box retail tenant for 5 such tenants.

c. Electric: = $61,000

The estimated cost for common area electricity is based on an assumed consumption of 265,200 kWhrs per year and an average cost of $0.23 per kWhr. This is based on common area loads being supplied through a single house meter at Con Edison Rate SC9-1, and the rates are based on the currently effective rates. These rates include an estimated $0.01 fuel adjustment and Con Edison surcharge of 8%.

4. Outdoor Plaza

a. Electric: = $4,200

The estimated cost for common area electricity is based on an assumed consumption of 18,250 kWhrs per year and an average cost of $0.23 per kWhr. This is based on common area loads being supplied through a single house meter at Con Edison Rate SC9-1, and the rates are based on the currently effective rates. These rates include an estimated $0.01 fuel adjustment and Con Edison surcharge of 8%.

Both the fuel adjustments and surcharge vary from month to month, so an average was used in this cost estimate. This electricity estimate does not include the cost of electricity in each tenant space. Each tenant space will have a separate direct meter from Con Edison and will be billed directly.

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

Very truly yours,

John B. Rice, P.E.
Partner

P:\Y120000\Y120440-000 Flushing Commons\Correspondence\Outgoing\Flushing commons estimated utility cost rev-3-26-15.Jr.docx

AKF

May 18, 2015

Mr. Marc Kotler
Senior Vice President
FirstService Residential
622 Third Ave., 15th Fl | New York, NY 10017

Re: Flushing Commons
AKF Project No. Y120440

Dear Marc:

The following are the estimated utility costs for the condo common budget. Please note that we did not include any escalation in our estimates.

1. Outdoor Plaza

   a. Electric (Phase 1 & 2): = $13,900

      The estimated cost for common area electricity is based on an assumed consumption of 60,450 kWhrs per year and an average cost of $0.23 per kWhr. This is based on common area loads being supplied through a single house meter at Con Edison Rate SC9-1, and the rates are based on the currently effective rates. These rates include an estimated $0.01 fuel adjustment and Con Edison surcharge of 8%.

Both the fuel adjustments and surcharge vary from month to month, so an average was used in this cost estimate.

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

Very truly yours,

AKF

John B. Rice, P.E.
Partner

P:\Y120000\Y120440-000 Flushing Commons\Correspondence\Outgoing\Flushing commons estimated utility cost rev-3-26-15.jr.docx

330 West 42nd Street, 14th Floor, New York, NY 10036 / T: 212.354.5656 / F: 212.354.5668 / www.AKFGroup.com
ARLINGTON / BOSTON / MEXICO CITY / MINNEAPOLIS / NEW YORK / PHILADELPHIA / PRINCETON / PUEBLA / ROCHESTER / STAMFORD

EXHIBIT K

CERTIFICATIONS

THIS PAGE INTENTIONALLY LEFT BLANK

Sponsor and Principal

CERTIFICATION OF SPONSOR AND SPONSOR'S
PRINCIPAL PURSUANT TO PART 20
OF THE REGULATIONS ISSUED PURSUANT TO
GENERAL BUSINESS LAW, ARTICLE 23-A,
AS AMENDED

As of August 11th, 2015

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

Attn: Real Estate Finance Bureau

Re: Flushing Commons (the "Condominium")
Condominium Offering Plan (the "Offering Plan")
37-10 37th Avenue
Flushing, New York

The undersigned certify as follows:

We are the Sponsor and Principals of Sponsor of the Offering Plan for the captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Part 20 and such other laws and regulations as may be applicable.

We have read the entire Offering Plan. We have investigated the facts set forth in the Offering Plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the Offering Plan does, and that documents submitted hereafter by us which amend or supplement the Offering Plan will:

(i) set forth the detailed terms of the transaction and be complete, current and accurate;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(iii) not omit any material fact;

(iv) not contain any untrue statement of a material fact;

(v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

(vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) not contain any representation or statement which is false, where we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the 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:

FLUSHING COMMONS PROPERTY OWNER, LLC,
a Delaware limited liability company,

By: _____
Frederic Sondik, Principal

Sworn to before me this 11th
day of August, 2015

_____
Notary Public

TASHA PALMER
Notary Public, State of New York
No. 01PA6218123
Qualified in New York County
Term Expires March 1, 2018

SPONSOR'S PRINCIPALS:

Dermot B. Johnson

Sworn to before me this 11th
day of August, 2015

Notary Public

TASHA PALMER
Notary Public, State of New York
No. 01PA6218123
Qualified in New York County
Term Expires March 1, 2018

Frederic Sondik

Sworn to before me this 11th
day of August, 2015

Notary Public

TASHA PALMER
Notary Public, State of New York
No. 01PA6218123
Qualified in New York County
Term Expires March 1, 2018

Michael Meyer

Sworn to before me this 11
day of August, 2015

Notary Public

EARLE R. TOCKMAN
Notary Public, State of New York
No. 02TO4848708
Qualified in Kings County
Commission Expires November 30, 2017

Sponsor's Architect

CERTIFICATION BY SPONSOR'S
ENGINEER/ARCHITECT PURSUANT TO SECTION 20
OF THE REGULATIONS ISSUED PURSUANT TO
GENERAL BUSINESS LAW, ARTICLE 23-A, AS
AMENDED

__July 14__, 2015

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

Attn: Real Estate Financing Bureau

Re: Condominium to be known as Flushing Commons
37-10 37th Avenue, Flushing, New York

The Sponsor of the property located at 37-10 37th Avenue, Flushing, New York, (the "Property") retained our firm to prepare a report disclosing the construction of the Property (the "Report"). We prepared the architectural plans which are intended to be incorporated into the Offering Plan so that prospective purchasers may rely on the Report. I have examined the building plans (dated __05/19/2014___) and specifications (dated __03/14/2014_) that were prepared by Perkins Eastman and prepared the Report dated __07/14/2015__.

I am a registered architect/engineer in the State in which the Property is located.

I understand that I am responsible for complying with Article 23-A of the General Business Law and the regulation promulgated by the Attorney General in Part 20 insofar as they are applicable to the Report.

I have read the entire Report and have investigated the facts set forth in the Report and 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.

I certify the Report does:

1) set forth in narrative form the description of the entire Property as it will exist upon completion of the construction of the Property, provided construction is in accordance with the plans and the specifications that I examined;

2) in my professional opinion, afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description of the Property as it will exist upon completion of construction, provided that the construction is in accordance with the plans and the specifications that I examined;

3) not omit any material fact;

4) not contain any untrue statement of material fact;

5) not contain any fraud, deception, concealment, or suppression;

6) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

7) not contain any representation or statement which is false, where I: a) knew the truth; b) with reasonable effort could have known the truth; c) made no reasonable effort to ascertain the truth, or d) did not have knowledge concerning the representations or statement made.

I further certify that I am not owned or controlled by and have no beneficial interest in the Sponsor and that my compensation for preparing the Report is not contingent on the conversion of the Property to condominium ownership or the profitability of price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the Property.

By: _____



Sworn to me this
14th day of July, 2015

Mildred C. Ramos
Notary Public

Stamp:

MILDRED C. RAMOS
Notary Public, State of New York
No. 01RA4854309
Qualified in Westchester County
Commission Expires March 3, 2018

Sponsor's Expert Concerning Adequacy of Budgets

FirstService
RESIDENTIAL

CERTIFICATION OF ADEQUACY OF BUDGETS
PURSUANT TO SECTION 20
OF THE REGULATIONS ISSUED PURSUANT TO
GENERAL BUSINESS LAW, ARTICLE 23-A,
AS AMENDED

August 12, 2015

Department of Law, State of New York
Real Estate Financing Bureau
120 Broadway
New York, New York

Re: Flushing Commons (the "Condominium")
Condominium Offering Plan (the "Offering Plan")
37-10 37th Avenue
Flushing, New York

Gentlemen:

The Sponsor of the condominium Offering Plan for the captioned property retained me/our firm to review and prepare Schedule(s) B, B-1, B-2 and B-1 (Residential Individual Utility Usage) containing projections of income and expenses for the first year of Condominium operation for the Master Condominium, the Residential Condominium, and the Office Condominium (hereinafter, such Schedules B, B-1, B-2 and B-1 (Residential Individual Utility Usage) are collectively referred to as the "Schedules").

FirstService Residential New York, Inc. has been engaged in the management of residential and commercial real estate for the past 25 years. Currently we manage approximately 250 buildings and we are licensed as a real estate brokerage firm in the State of New York.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the Schedules.

We have reviewed the Schedules and investigated the facts set forth in the Schedules and the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings, office buildings, and mixed-use buildings.

We certify that the projections in the Schedules appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of Condominium operation.

We certify that the Schedules:

622 Third Avenue | New York, NY 10017
Tel 212.634.8900 | Fax 212.634.3946
www.fsresidential.com

(1) set forth in detail the projected income and expenses for the first year of Condominium operation;

(2) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of Condominium operation;

(3) do not omit any material fact;

(4) do not contain any untrue statement of a material fact;

(5) do not contain any fraud, deception, concealment, or suppression;

(6) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(7) 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 representations or statement made.

We further certify that I am/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.

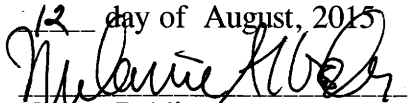
This Certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

We understand that violations are subject to the civil and criminal penalties of General Business Law and Penal Law.

FirstService Residential New York, Inc.

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

Sworn to before me this
12 day of August, 2015


Notary Public

Melanie A. Kroski
Notary Public, State of New York
No. 01KR6079122
Qualified in New York County
Commission Expires: 11/6.12.2018

FirstService
RESIDENTIAL

FirstService
RESIDENTIAL

CERTIFICATION REGARDING ADEQUACY OF BUDGET PURSUANT TO SECTION 20.4(d) OF THE REGULATIONS ISSUED PURSUANT TO GENERAL BUSINESS LAW ARTICLE 23-A, AS AMENDED

August 10, 2015

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

Re: Flushing Commons Property Association (the "POA")
37-10 37th Avenue, Flushing, New York

Gentlemen:

The Sponsor of the above captioned home owners' association retained the undersigned to prepare a projection of the income and expenses for the first year of the) POA's operation to commence February 1, 2019. Our experience in this field includes the management of over 250 rental, cooperative and condominium properties in New York City.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Attorney General in Part 22 insofar as they are applicable to the budget.

We have reviewed projected budget (the "Budget") and investigated the facts set forth in the Budget and the facts underlying them with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

We certify that the projections in the Budget 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 home owners association operation.

We certify that the Schedule:

(i) sets forth in detail the projected income and expenses for the first year of home owners association operation;

622 Third Avenue | New York, NY 10017
Tel 212.634.8900 | Fax 212.634.3946
www.fsresidential.com

(ii) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of POA 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 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 Sponsor's application for CPS-7 treatment for the POA. This statement is not intended as a guarantee or warranty of the income and expenses for the first year of POA operation.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

FirstService Residential New York, Inc.

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

Sworn to before me this
12 day of AUGUST 2015

_____
Notary Public

Melanie A. Kroski
Notary Public, State of New York
No. 01KR6079122
Qualified in New York County
Commission Expires: AUG 12 2018

FirstService
RESIDENTIAL

Sponsor's Expert Concerning Adequacy of Non-Residential Common Charges

FirstService
RESIDENTIAL

CERTIFICATION OF EXPERT
CONCERNING THE ADEQUACY OF COMMON CHARGES
PAYABLE BY THE NON-RESIDENTIAL UNIT OWNERS
PURSUANT TO SECTION 20.4 (e)
OF THE REGULATIONS ISSUED PURSUANT
TO GENERAL BUSINESS LAW, ARTICLE 23-A,
AS AMENDED

August 12, 2015

Department of Law, State of New York
Real Estate Financing Bureau
120 Broadway
New York, New York

Re: Flushing Commons (the "Condominium")
37-10 37th Avenue
Flushing, New York

Gentlemen:

The Sponsor of the Condominium at the captioned property retained our firm to prepare Schedule(s) B, B-1 and B-2 (the "Schedules"), which includes projections of common charges payable by the owners of the non-residential units, known as the Office Units, the Retail Unit, and the Parking Unit (hereinafter, collectively the "Non-Residential Units").

FirstService Residential New York, Inc. has been engaged in the management of residential and commercial real estate for the past 25 years, manages approximately 250 buildings, and is licensed as a real estate broker in the State of New York.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the Non-Residential Units listed in Schedules B, B-1 and B-2.

We have reviewed the Schedules 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 and commercial buildings.

We certify that the projections in the Schedules for common charges payable by the owners of the Non-Residential Units appear reasonable and adequate under existing circumstances to meet the anticipated

622 Third Avenue | New York, NY 10017
Tel 212.634.8900 | Fax 212.634.3946
www.fsresidential.com

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 a verifiability or exclusive control of particular common areas. We certify that the estimates in the Schedules for the common charges payable by the owners of the Non-Residential Units:

(1) set forth in detail the projected common charges for the Non-Residential Units for the first year of Condominium operation;

(2) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the common charges payable by the owners of the Non-Residential Units;

(3) do not omit any material fact;

(4) do not contain any untrue statement of a material fact;

(5) do not contain any fraud, deception, concealment, or suppression;

(6) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(7) 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;

(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 General Business Law and Penal Law.

FirstService Residential New York, Inc.

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

Sworn to before me this
12 day of August, 2015

_____
Notary Public

Melanie A. Kroski
Notary Public, State of New York
No. 01KR6079122
Qualified in New York County
Commission Expires: AUG 12 2018

FirstService
RESIDENTIAL

EXHIBIT L

ALTERATION OBLIGATIONS

THIS PAGE INTENTIONALLY LEFT BLANK

ALTERATION OBLIGATIONS OF UNIT OWNERS

A. Unit Owner shall provide the Sponsor or its designee, the applicable Section Board, the Master Board, if applicable, and the Managing Agent with a list of all contractors and subcontractors who, in connection with the Alterations, will perform any services or furnish any materials.

B. Unit Owner shall provide the Sponsor or its designee, the applicable Section Board, the Master Board, if applicable, and the Managing Agent with a complete, conformed and true copy of each and every agreement made between the Unit Owner and his contractors and suppliers.

C. Unit Owner shall provide the Sponsor or its designee, the applicable Section Board, the Master Board, if applicable, and the Managing Agent with a written statement from a licensed electrician, engineer or architect, certifying that the electrical loads required during and subsequent to the Alterations (i) will not exceed the present electrical capacity of the Office Unit, and (ii) will not adversely affect the electrical service of the Building.

D. Unit Owner shall file the Plans with all appropriate New York City governmental agencies and shall obtain all governmental approvals, permits, sign-offs and certificates that may be required in connection with the Alterations. Unit Owner shall notify the Managing Agent of the building permit number, if any, assigned to the Plans. Furthermore, within ten (10) days after receipt of the same by Unit Owner, Unit Owner shall deliver to the Managing Agent copies of every approval, permit, sign-off and certificate issued.

E. Unit Owner shall deliver to the Sponsor or its designee, the applicable Section Board, the Master Board, if applicable, and the Managing Agent, certificates, or other proof of the following insurance coverage from his contractor(s):

i) comprehensive personal liability and property damage insurance policies, each with limits not less than $1,000,000; and

ii) workers' compensation and employees liability covering all employees of any contractor, subcontractor, or both.

The certificates of such insurance coverage shall evidence the fact that the Master Board and its Managing Agent, the Sponsor and its designee, each Section Board and Managing Agent, and the Unit Owner are named as additional insured, as their interests may appear.

During the course of any such Alteration, the Unit Owner shall comply with the following additional Alteration Obligations:

A. The Alterations shall be performed only between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday unless a different time period is approved by the Sponsor or its designee. No part of the Alterations may be performed on Saturdays, Sundays or Holidays.

B. To the extent necessary, the Unit Owner hereby agrees to cause every person connected with the Alterations who enters the Building to show proper identification, identifying themselves to the staff at the Premises. The Unit Owner agrees that the Sponsor, its designee or the applicable Section Board or Master Board, if applicable, and its representatives, including any Building personnel, shall have the right to prevent any of the Unit Owner's workers from entering the Building if they fail to exhibit satisfactory identification.

C. Unit Owner agrees that during the Alterations, dust from the debris shall be controlled. A dust-proof partition shall be temporarily installed during the Alterations to prevent dust or debris from entering the stairwells, elevator shafts, hallways and or other Units in the Building. Unit Owner shall further cause whatever other precautions are necessary to be taken to prevent dirt and dust from entering the other parts of the Building or the other Units in the Building during the performance of the Alterations. Unit Owner shall cause his contractors to broom-clean all affected Building areas each night before the contractors leave the Building. Unit Owner understands that the Building shall be kept reasonably clean at all times, and shall cause his contractors and subcontractors to keep the Building in such condition.

D. Unit Owner shall be responsible for checking the water pressure in the plumbing lines before and after the Alteration to determine that there is no reduction in water pressure, and shall further be responsible for any and all work required to maintain such water pressure. No water shutdowns are permitted unless a request is submitted to the Condominium upon not less than one week's prior written notice. The appropriate building personnel will monitor all water shutdowns.

E. Unit Owner shall, in all instances, cause his contractors, subcontractors and all other workmen connected to the Alterations to cause his contractors to take all reasonable steps necessary to prevent the scratching and other destruction of the elevator and hallways. Unit Owner agrees to cause the repair of any scratching or other damage to the elevator resulting from the Alterations within three (3) days of receipt of written notice of such damage. Unit Owner understands that under no circumstances may any material be transported on the top of the elevator cabs or through the hatch.

F. All rubbish, rubble, discarded equipment or other materials, including, but not limited to empty packing cartons, are to be promptly removed from the Building, at the sole cost and expense of the Unit Owner, in barrels, or such other appropriate receptacles, by way of the service elevator, at such reasonable times and in such manner as the Boards, Managing Agent, or authorized representative of the Condominium may direct. No accumulation of debris shall be permitted in any common area of the

Building, including, but not limited to, the hallways, lobby or courtyards. No "street containers" or "dumpsters" for the storage of rubbish shall be placed or maintained outside the Building without the prior written consent of the Condominium, and under no circumstances will dumpsters be permitted during the weekends or holidays. In the event that Unit Owner or his contractors fail to comply with the rubbish removal requirements, the applicable Board may cause such rubbish to be removed and the Unit Owner shall be liable to for the costs thereof.

G. In the event that, in the reasonable discretion of the Sponsor, its designee, the applicable Board or its Managing Agent, the Alterations are interfering with Sponsor's obligations or the expedient repair, operation or maintenance of the Building, then, upon written notice Sponsor, its designee, the applicable Board or its Managing Agent, the Unit Owner agrees to suspend the interfering work forthwith, pending further written authorization from the Sponsor or its designee, the applicable Board and its Managing Agent, to continue with the Alterations. Furthermore, the Unit Owner agrees to stop any work on the Alterations if at any time he is notified that the architect or engineer engaged by the Sponsor, its designee or applicable Board has found that the work being performed (a) is in substantial deviation from the Plans, unless such deviations shall have been first approved by the applicable Board; (b) is in violation of the local building code or any other law, code, rule or regulation of any federal, state or local governmental authority; or (c) is being performed in an unworkman like manner or the materials being used in connection therewith are of an inferior quality.

H. All work included in the Alterations shall be performed only by contractors duly licensed by the City of New York, if any license be required. No contractor whose hire would result in a violation of any agreement between the Condominium and any union that is the collective bargaining agent of any employees of the Condominium shall be engaged.

I. The Unit Owner agrees to promptly and expeditiously prosecute the Alterations to completion. The Unit Owner represents that the Alterations shall be completed within one (1) year from the commencement of construction.

J. Notwithstanding anything herein to the contrary, the Unit Owner shall be solely responsible for any violations of law, rule, regulation or order, resulting from the Alterations, and shall cause the same to be cured within thirty (30) days of the issuance of said violation. The Unit Owner shall bear all costs attributable thereto, including but not limited to the payment of any penalty and or fine levied in connection therewith.

K. The Unit Owner shall assume all responsibility for the Alterations and agrees that neither the Sponsor, its designee, the applicable Board nor its

Managing Agent will be responsible for the failure of efficient performance of Building services to the Unit resulting from the Alterations.

L. The Unit Owner is required to pay $1,000 to the applicable Board for an Alteration Supervision Fee. Such fee covers the initial review Purchaser's Alteration plans and one additional review to confirm that all changes thereto required by the applicable Board have been made. Any additional review (whether due to the failure of Purchaser's architect to comply with the applicable Board's comments, design changes or otherwise) will be charged to the Purchaser as an additional expense and the applicable Board shall have the same collection and enforcement rights with respect to such additional changes as it has with respect to Office Common Charges.

EXHIBIT M

FORM W-9 – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER

THIS PAGE INTENTIONALLY LEFT BLANK

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

FORM W-8 – CERTIFICATION OF FOREIGN STATUS

Form **W-8BEN**

(Rev. February 2014)

Department of the Treasury
Internal Revenue Service

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)

▶ **For use by individuals. Entities must use Form W-8BEN-E.**
▶ **Information about Form W-8BEN and its separate instructions is at *www.irs.gov/formw8ben.***
▶ **Give this form to the withholding agent or payer. Do not send to the IRS.**

OMB No. 1545-1621

Do NOT use this form if:	**Instead, use Form:**
• You are NOT an individual	W-8BEN-E
• You are a U.S. citizen or other U.S. person, including a resident alien individual	W-9
• You are a beneficial owner claiming that income is effectively connected with the conduct of trade or business within the U.S. (other than personal services)	W-8ECI
• You are a beneficial owner who is receiving compensation for personal services performed in the United States	8233 or W-4
• A person acting as an intermediary	W-8IMY

Part I Identification of Beneficial Owner (see instructions)

1	Name of individual who is the beneficial owner	2	Country of citizenship
3	Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address.**		
	City or town, state or province. Include postal code where appropriate.		Country
4	Mailing address (if different from above)		
	City or town, state or province. Include postal code where appropriate.		Country
5	U.S. taxpayer identification number (SSN or ITIN), if required (see instructions)	6	Foreign tax identifying number (see instructions)
7	Reference number(s) (see instructions)	8	Date of birth (MM-DD-YYYY) (see instructions)

Part II Claim of Tax Treaty Benefits (for chapter 3 purposes only) (see instructions)

9 I certify that the beneficial owner is a resident of within the meaning of the income tax treaty between the United States and that country.

10 **Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article of the treaty identified on line 9 above to claim a % rate of withholding on (specify type of income):

Explain the reasons the beneficial owner meets the terms of the treaty article:

Part III Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income to which this form relates or am using this form to document myself as an individual that is an owner or account holder of a foreign financial institution,
- The person named on line 1 of this form is not a U.S. person,
- The income to which this form relates is:
  (a) not effectively connected with the conduct of a trade or business in the United States,
  (b) effectively connected but is not subject to tax under an applicable income tax treaty, or
  (c) the partner's share of a partnership's effectively connected income,
- The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country, and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. **I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.**

Sign Here ▶

Signature of beneficial owner (or individual authorized to sign for beneficial owner) Date (MM-DD-YYYY)

Print name of signer

Capacity in which acting (if form is not signed by beneficial owner)

EXHIBIT N

STORAGE SPACE LICENSE

THIS PAGE INTENTIONALLY LEFT BLANK

STORAGE SPACE LICENSE AGREEMENT

AGREEMENT made this day of , 20___, (this **"Agreement"**) by and between the Board of Managers of the Residential Section of Flushing Commons **("Licensor"),** having an office at _____, Flushing, New York and _____, having an address at _____, Flushing, New York (the **"Licensee"**)

RECITALS

Whereas, pursuant to the condominium declaration and by-laws for the condominium known as Flushing Commons (the **"Condominium"**) dated _____, recorded on _____ in reel ___, page _____ as same may be amended from time to time (collectively the **"Declaration"**) for the property having the street address 37-10 37th Avenue, Flushing, New York (the **"Property"**) the property was submitted to the NYS Condominium Act; and

Whereas, in accordance with the terms of the Declaration, Licensor is responsible for administration of the Residential Section of the Condominium, including, without limitation the "Storage Bins" as such term is more particularly defined and described in the Declaration; and

Whereas, Licensee owns or simultaneously with the exception of this agreement is acquiring a Residential Unit (the **"Residential Unit"** [more than one residential unit collectively, the **"Residential Unit"**]) in the Condominium; and

Whereas, Licensee desires the rights to exclusive use of the space in Storage Bin No. ___ and the storage bin itself (collectively the **"Bin Space"**) on the terms and conditions of this Agreement; and

Whereas, capitalized terms used in this License Agreement and not defined herein shall have the meanings given to them in the Declaration.

Now, Therefore, in consideration of the foregoing and other good and valuable consideration, receipt of which is hereby acknowledged, the party here to agree as follows:

1. *License Fee.* Licensee shall pay to licensor monthly, on the 1st day of each month during the Term of this Agreement, a license fee (the **"License Fee"**). The license fee shall be deemed an assessment by Licensor and failure to pay same shall entitle Licensor to the same rights and remedies as Licensor then has under the Declaration or the Residential By-Laws for non-payment of Common Charges or other assessments. The License Fee shall be in the amount of $_____ per month, commencing on the first day of the month following the date of this License and continuing through _____, 20___. Thereafter Licensor may increase the license fee annually, in its sole discretion.

2. *Use of Bin Space: Access to Bin Space*

(a) Subject to and in accordance with the terms and conditions of this Agreement, Licensor hereby grants to Licensee, its successors and assigns, and Licensee hereby accepts from Licensor, an exclusive license to use the Bin Space during the term hereof (the **"License"**) for storage of licensee's personal property and the property of permitted occupants of the Unit (collectively, the **"Permitted Users"**).

(b) Licensee shall not store or permit anyone else to store in the Bin Space any (i) animals or food, (ii) inflammable, combustible, explosive or other dangerous items, (iii) items which have an objectionable odor or which may spoil or decay or (iv) valuable items.

(c) Licensee shall not (i) interfere with the use of Storage Bin by any other Unit Owner or resident of the Condominium, (ii) store any property outside the Bin Space, (iii) allow any other person to use the Bin Space except in accordance with the terms of this Agreement, or (i,) deface or damage the Bin Space, the Building or Licensor's equipment. Notwithstanding anything to the contrary

contained in this Agreement, Licensee may install racks, shelving or other facilities within the Bin Space, provided that such installation does not damage the structural integrity of Licensee's Storage Bin or any other Storage Bin. Licensee shall, however, at Licensor's request and at Licensee's sole expense, remove any such installation upon the expiration of the Term or earlier termination of this Agreement.

(d) Licensee shall keep the Bin Space locked with a lock procured by Licensee at Licensee's expense, and shall provide Licensor with a duplicate key. Licensee acknowledges that it is Licensee's responsibility to safeguard the keys and Licensee is fully responsible for whoever has possession of the keys. Licensor shall be entitled to use the duplicate key in its possession to access the Bin Space only in case of emergency as described below, or to make repairs that Licensor in its reasonable judgment deems necessary.

(e) Licensee shall have access to the Bin Space 24 hours a day, seven days a week, subject to the right of Licensor, in its reasonable judgment, to restrict late night access for security reasons.

3. *Term*. The term of this License (the **"Term"**) shall commence on the date first set fourth above, and shall continue until the earlier of (i) the date Licensor no longer owns a Residential Unit in the Condominium, subject to the provisions of Section 4 of this Agreement, (ii) the date of which Licensee gives Licensor written notice of termination, (iii) the date this Agreement is terminated by Licensor due to Licensee's default or otherwise, as provided herein.

4. *Sale or Lease of Residential Unit; Assignment/Sublicense of this Agreement.*

(a) The license granted hereunder shall automatically terminate on the date that the Licensee no longer owns the Residential Unit (or any of the Residential Units, as applicable), unless, however, Licensee assigns this License to the approved purchaser or other transferee of the Residential Unit (or any of the Residential Units, as applicable) (the **"Transferee"**), and transferee assumes same, in accordance with the provisions of this Agreement.

(b) Specifically, if Licensor has waived its right of first refusal with respect to the sale or other conveyance of the Residential Unit (or Residential Units, as applicable), or if Licensor has exercised its right of first refusal, in either case as set forth in the By-laws of the Condominium, and if the assignment of this License to the purchaser was a condition of the applicable sale or other conveyance of the Residential Unit(s) the Licensee may assign this License to the Transferee as part of the sale or other conveyance. Upon execution of an assignment and assumption of this Agreement, Licensee shall provide a fully executed original counterpart of same to Licensor, in form and substance acceptable to Licensor, with ten (10) days of execution thereof.

(c) If Licensee desires to lease the Residential Unit(s), and if Licensor has waived its right of first refusal (or has exercised such right) in connection with the proposed lease, the Licensee may sub-license this License to the tenant to whom the Residential Unit(s) is/are being leased. Upon execution of a sub-license of this Agreement, Licensee shall provide a fully executed original counterpart of same to Licensor, in form and substance acceptable to Licensor, within ten (10) days of execution thereof.

5. *Property in Bin Space Upon Expiration of Term.* In the event this Agreement expires or is terminated, License shall vacate and surrender possessions of the Bin Space, broom clean, in the condition as existed on the date of commencement of this Agreement. Licensee's obligation to observe or perform this covenant shall survive the expiration or other termination of this Agreement. Any property not removed from the Bin Space at the expiration or other termination of this Agreement shall be considered abandoned an may, at Licensor's option, be retained as Licensor's property or disposed of at Licensee's sole cost and expense, in either case without any liability by Licensee or anyone else.

6. *Indemnity.* Licensee shall indemnify and save harmless Licensor and Licensor's agent against and from any and all liability, loss, damage and expense (including without limitation, attorney fees, and expenses) arising from injury to person and property occasioned by Licensee's

negligence or failure of Licensee to comply with any provisions in this Agreement, or due wholly or in part to any act, default or omission of the Licensee, any Permitted Users or any other person using the Bin Space, OR BY Licensor, its agents, servants or contractors when acting as an agent for the Licensee. The provisions of this paragraph 6 shall survive the expiration or other termination of, or the sub-license of, this Agreement.

7. *Risk of Loss.* Neither Licensor nor its agents or employees shall be liable for any damage to or theft or other loss of any property stored in the Bin Space, unless due to the negligence of Licensor. Licensee understands that the Licensor intends to leave the storage area in which the Bin Space is located attended and accordingly, Licensee stores property in the Bin Space at licensee's own risk, including, without limitation, the possibility that the Bin Space may be damp or have water infiltration. Licensor undertakes only to act as a Licensor, and under no circumstances shall Licensor or its agents be deemed to act as Licensee's bailee.

8. *As Is.* Licensee represents that it has made a thorough inspection of the Bin Space and agrees to take same in its condition "as is" as of the commencement of this Agreement. Licensee shall, throughout the Term of this Agreement, take good care of the Bin Space. Licensee shall repair all damages.

9. *Services by Licensor.* Licensor shall not provide any services to the Bin Space or to Licensee in connection with storage of property in the Bin Space, except lighting on the floor in which the Bin Space is located and elevator service to that floor and periodic cleaning of the storage area in which the Bin Space is located. Licensee shall keep the interior of the Bin Space clean.

10. *Change to Be in Writing.* This Agreement may not be modified except by a writing signed by the party to be charged.

11. *Licensee's Default.* If licensee shall default in fulfilling any of its covenants or obligations hereunder, in addition to any other rights and remedies available to Licensor under the Declaration or otherwise, Licensor may (i) deny access to the Bin Space until Licensee cures such default, or (ii) terminate this Agreement by the giving f written notice to Licensee, whereupon this Agreement shall terminate on the date set forth in such notice.

12. *Compliance with Laws.* Licensee shall at all times, use the Bin Space and permit the Bin Space to be used only in a matter which is in full compliance with all present and future laws, orders, rules and regulations of all state, federal, municipal and local governments, departments, commissions and boards (including the New York Board of Fire Underwriters or any similar body) asserting jurisdiction therefore, or any direction of any public officer pursuant to law, including, without limitation, the police and fire departments of the city of New York, which may require the removal or destruction of items stored in the Bin Space. Licensee, its servants, employees, agents, visitors and Licensee shall observe faithfully and comply strictly with the Condominium Documents and any and all rules and regulations for the Building as Licensor, The Board of Management, or either of their agents may from time to time adopt.

13. *Access in Emergency.* Licensor or its agents shall have the right (but not the obligation), without liability to licensor, to open the Bin Space in an emergency in order to protect the health and safety of Building Residents and their property, and at other reasonable times, to inspect and examine the same and to make such repairs, replacements and improvements as Licensor shall deem necessary or desirable to the Bin Space or any portion of the Building, all without any liability to Licensee whatsoever as a result thereof.

14. *No Waiver.* The failure of Licensor to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Agreement or of any of the rules or regulations adopted by Licensor, shall not be deemed a waiver of such right and shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effort of an original violation.

15. *Assignment.* Notwithstanding anything to the contrary set forth herein, in the event Licensee desires to assign this Agreement, such assignment shall comply with the then requirements of Licensor to effectuate such assignment, including, without limitations, the obligation of the assignee to enter into a new license agreement directly with Licensor.

16. *Definitions.* All capitalized items used in this Agreement and not defined herein shall have the same meanings ascribed to them in the Declaration.

17. *Successors and Assigns.* This agreement shall inure to the benefit of and be binding upon the heirs, executors, successors and assigns of Licensor and Licensee.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first above written.

LICENSOR:
BOARD OF MANAGERS OF THE RESIDENTIAL SECTION OF FLUSHING COMMONS

By:_____
Name:
Title:

LICENSEE:

_____

_____

EXHIBIT O

DECLARATION OF GENERAL LARGE SCALE DEVELOPMENT

THIS PAGE INTENTIONALLY LEFT BLANK

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

2014011001106004001ECC8D

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 96**

Document ID: 2014011001106004 Document Date: 12-30-2013 Preparation Date: 01-10-2014
Document Type: SUNDRY MISCELLANEOUS
Document Page Count: 95

PRESENTER:
CHICAGO TITLE INSURANCE CO. (PICK-UP)
711 THIRD AVE, 5TH FLOOR
3613-0011
NEW YORK, NY 10017
212-880-1200
NYCOMMOPS@CTT.COM

RETURN TO:
CHICAGO TITLE INSURANCE CO. (PICK-UP)
PAUL WEISS RIFKIND WHARTON & GARRISON LLP
1285 AVENUE OF THE AMERICAS
NEW YORK, NY 10019

PROPERTY DATA

Borough	Block	Lot	Unit	Address
QUEENS	4978	25	Entire Lot	37-10 37TH AVENUE

Property Type: OTHER

CROSS REFERENCE DATA

CRFN_____ *or* DocumentID_____ *or* _____ Year_____ Reel____ Page_____ *or* File Number_____

PARTIES

PARTY 1:
FLUSHING COMMONS PROPERTY OWNER, LLC
1221 AVENUE OF THE AMERICAS
NEW YORK, NY 10020

FEES AND TAXES

Mortgage :

Mortgage Amount:	$	0.00
Taxable Mortgage Amount:	$	0.00
Exemption:		
TAXES: County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	0.00
Recording Fee:	$	512.00
Affidavit Fee:	$	0.00

Filing Fee: $ 0.00
NYC Real Property Transfer Tax: $ 0.00
NYS Real Estate Transfer Tax: $ 0.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
Recorded/Filed 01-14-2014 12:03
City Register File No.(CRFN): **2014000017007**

City Register Official Signature

PREPARED BY AND UPON
RECORDATION RETURN TO:

PAUL, WEISS, RIFKIND, WHARTON
& GARRISON LLP
1285 Avenue of the Americas
New York, New York 10019
Attn: Meredith J. Kane, Esq.

DECLARATION OF GENERAL LARGE SCALE DEVELOPMENT

by

FLUSHING COMMONS PROPERTY OWNER, LLC
(Declarant)

Dated: As of December 30, 2013

Property Location:	37-10 37th Ave. Flushing, New York
County:	Queens
Block:	4978
Lot:	25

DECLARATION OF GENERAL LARGE SCALE DEVELOPMENT

THIS DECLARATION, made as of the 30th day of December, 2013 by FLUSHING COMMONS PROPERTY OWNER LLC, a Delaware limited liability company, having an address at 1221 Avenue of the Americas, New York, NY 10020 (together with its successors and assigns, and future owners of portions of the Subject Property as provided herein, "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the fee owner of certain real property located in the Borough of Queens, Queens County, City and State of New York, designated for real property tax purposes as Block 4978, part of Lot 25, which real property is more particularly described in Exhibit "A" annexed hereto and made a part hereof (collectively, the "Subject Property"); and

WHEREAS, Declarant desires to improve the Subject Property as a "general large-scale development" meeting the requirements of Section 12-10 of the Zoning Resolution (Definitions), definition of "large-scale development, general" (such proposed improvement of the Subject Property, the "Large Scale Development Project"); and

WHEREAS, Section 74-743(b)(6) of the Zoning Resolution requires that a declaration with regard to ownership requirements in paragraph (b) of the general large scale development definition in Section 12-10 be filed with the New York City Planning Commission ("CPC"); and

WHEREAS, in connection with the effectuation of the Large Scale Development Project, the New York City Economic Development Corporation ("EDC") and Flushing Commons LLC, Declarant's predecessor-in-interest, filed an application with the New York City Department of

City Planning (hereinafter, "City Planning") for (1) the rezoning of the Subject Property and an adjacent property currently located in C4-3 district to a C4-4 district (ULURP #C100207ZMQ); (2) a zoning text amendment to Zoning Resolution Section 74-743 to allow for the modification of open space regulations pursuant to a General Large Scale Development special permit (ULURP #N100210ZRQ); (3) special permits pursuant to Zoning Resolution Section 74-743 and 74-744 (General Large Scale Development) to permit modification of height and setback, rear yard equivalent, rear yard setback, location of uses within buildings, minimum distance between buildings, and open space regulations that would otherwise apply to the Large Scale Development Project under the terms of the Zoning Resolution ("Large Scale Special Permits") (ULURP #100208ZSQ); (4) a special permit pursuant to Zoning Resolution Section 74-512 (In Other Districts) to permit the development of a below-grade, three-level public parking garage (ULURP #100209ZSQ); New York City Department of Citywide Administrative Services ("DCAS") filed an application with City Planning for (5) the disposition of City-owned property (ULURP #100206PPQ); (items (1) through (5) collectively, the "Land Use Applications"); and

WHEREAS, Declarant's predecessor-in-interest also filed an application for a zoning text amendment to Zoning Resolution Section 62-852(Waterfront Access Plan Q-2; Downtown Flushing) to exempt certain interim parking lots from requirements from public access and visual corridors requirements (ULURP #C100211ZRQ); Fulton Max/International (Holdings) Inc. filed applications for special permits pursuant to Section 74-512 of the Zoning Resolution to allow (1) an interim public parking lot with a maximum of 647 spaces on property located at 133-41 39th Avenue (ULURP #C100212ZSQ) and (2) an interim public parking lot with a maximum capacity of 309 spaces on property located at 37-02 College Point Boulevard (ULURP # C100213ZSQ); and New York City Department of Transportation and EDC have filed an

application for a special permit pursuant to Section 74-512 of the Zoning Resolution to allow a public parking lot with a maximum capacity of 275 attended spaces on property located at 135-17 39th Avenue (ULURP # C100214ZSQ); and

WHEREAS, Chicago Title Insurance Company has certified in a certification attached hereto as Exhibit "B" and made a part hereof, that as of December 30, 2013, the parties listed on such Exhibit are the only "Part(ies) in Interest" to the Subject Property, as "Part(ies) in Interest" is defined in subdivision (c) of the definition of "zoning lot" in Section 12-10 of the Zoning Resolution; and

WHEREAS, attached hereto as Exhibit E, for informational purposes only, are drawings Z8.0, Z8.1, Z8.2, Z8.3, and Z8.4, dated December 6, 2012, which City Planning has determined to be in substantial compliance with plans approved as part of the a special permit pursuant to Zoning Resolution Section 74-512 to permit the development of a below-grade, three-level public parking garage (ULURP #C100209ZSQ);

WHEREAS, attached hereto as Exhibit F, for informational purposes only, are drawings Z2.0, Z3.0, Z4.0, Z4.1, Z4.2, Z4.3, Z5.1, Z6.0, Z7.1, Z7.2, Z7.3, Z7.4, Z8.0, dated October 29, 2013, which City Planning has determined to be in substantial compliance with plans approved as part of (1) the special permit pursuant to Zoning Resolution Section 74-743 for bulk modifications for large-scale development (ULURP #C100208ZSQ); and (2) the special permit to permit the development of a below-grade, three-level public parking garage (ULURP #C100209ZSQ);

WHEREAS, Declarant desires to restrict the manner in which the Subject Property is developed in the future, and intends these restrictions to benefit all the land, including land owned by City, lying within a one-half-mile radius of the Subject Property.

NOW, THEREFORE, Declarant hereby declares, covenants and agrees as follows:

1. Designation of General Large Scale Development. Declarant hereby declares and agrees that, following the Effective Date (as defined in Section 7 hereof), the Subject Property shall be treated as a general large-scale development site and shall be developed and enlarged as a single unit.

2. Development of Large Scale Development Site. Declarant covenants that the Subject Property, if and when developed, shall be developed in whole or part in accordance with the Large Scale Special Permits, and no other development of the Subject Property, including any development otherwise permitted on as "as-of-right" basis under the provisions of the Zoning Resolution, shall be permitted unless Declarant has submitted an application for a modification to this Declaration in accordance with the provisions of Section 11 of this Declaration, and such application has been approved. Declarant further covenants that the Subject Property shall be developed in substantial conformity with the following plans prepared by Perkins Eastman, approved as part of the Large Scale Special Permits and annexed hereto in Exhibit "C" and made a part hereof (the "Approved Plans"), and that unless developed in accordance with the Large Scale Special Permits, Declarant shall not apply for or accept building permits for any development, unless an application for a modification to this declaration in accordance with Section 11 hereof has been approved:

Dwg No.	Title	Date
Z2.0	ZONING ANALYSIS	1/19/2010
Z3.0	SITE PLAN	11/13/2009
Z4.2	OPEN SPACE	11/13/2009
Z4.3	SITE PLAN WAIVER DIAGRAM	11/13/2009
Z5.0	USE REGULATION WAIVER DIAGRAM I (BUILDING AB)	11/13/2009
Z5.1	USE REGULATION WAIVER DIAGRAM II	11/13/2009

Dwg No.	Title	Date
	(BUILDING CD)	
Z7.0	HEIGHT & SETBACK SECTIONS I	11/13/2009
Z7.1	HEIGHT & SETBACK SECTIONS II	11/13/2009
Z7.2	HEIGHT & SETBACK SECTIONS III	11/13/2009
Z7.3	HEIGHT & SETBACK SECTIONS IV	11/13/2009
Z7.4	HEIGHT & SETBACK SECTIONS V	11/13/2009
Z8.0	STREET LEVEL PARKING ENTRANCE PLAN	12/6/2012
Z8.1	P1 PARKING LEVEL PLAN	12/6/2012
Z8.2	P2 PARKING LEVEL PLAN	12/6/2012
Z8.3	P3 PARKING LEVEL PLAN	12/6/2012
Z8.4	P4 PARKING LEVEL PLAN	12/6/2012
Z11.0	ILLUSTRATIVE LANDSCAPE PLAN	11/13/2009
Z11.1	ILLUSTRATIVE ENLARGED LANDSCAPE PLAN I	11/13/2009
Z11.2	ILLUSTRATIVE ENLARGED LANDSCAPE PLAN II	11/13/2009
Z11.3	ILLUSTRATIVE LANDSCAPE SECTIONS I	11/13/2009
Z11.4	ILLUSTRATIVE LANDSCAPE SECTIONS II	11/13/2009
Z11.5	ILLUSTRATIVE LANDSCAPE SECTIONS III	11/13/2009

3. Open Space Requirements.

3.1 The Large Scale Development Project's publicly accessible open space (the "Open Space") shall be constructed in accordance with the drawing Z11.0-Z11.5 (the "Open Space Plan").

3.2 The Open Space shall be publicly accessible at a minimum between the hours of 6 AM and midnight during all months of the year, with the exception of closings to allow for repair and/or maintenance, safety and security, logistics and public safety during construction, and to avoid public dedication.

3.3 Certificate of Occupancy.

(a) Declarant shall not submit to the New York City Department of Buildings ("Buildings") a Form PW-7 (or successor form promulgated by Buildings) that requests issuance of a temporary certificate of occupancy ("TCO") for occupancy of any

residential zoning floor area in, or permanent certificate of occupancy ("PCO") for, the A and/or B buildings as shown on the Approved Plans annexed hereto as Exhibit C (all building references herein are as shown on the Approved Plans annexed hereto as Exhibit C), until (x) Declarant has Substantially Completed (as hereinafter defined in (f)) items (i) – (iv) in paragraph (c) below in accordance with the Open Space Plan, (y) the Chair of the CPC (the "Chair") has certified that same have been Substantially Completed, which certification (or written objections, specifying which items have not been Substantially Completed) shall be issued within 30 days following request by Declarant); provided, however, that failure by the Chair to provide such certification or written objections to Declarant within such 30-day period shall be deemed an issuance by the Chair of such certification; provided, further, that if Declarant's request for such certification is submitted between November 15 and March 1, the Substantial Completion of item (iv) shall not be a precondition to the issuance of such certification, and (z) Declarant shall have posted a letter of credit equal to the verifiable cost to complete the Open Space. The foregoing shall not prohibit Declarant from submitting paperwork or requesting TCO inspections for residential zoning floor area, including submitting to DOB Form PW-6 (or successor form promulgated by the DOB) prior to Substantially Completing items (i) – (iv).

(b) Declarant shall not submit to Buildings a Form PW-7 (or successor form promulgated by Buildings) which requests issuance of a TCO for occupancy of more than 50% of the aggregate residential zoning floor area in, or PCO for, the A and/or B buildings until (x) Declarant has Substantially Completed items (i) - (v) in paragraph (c) below in accordance with the Open Space Plan, and (y) the Chair has certified that same

have been Substantially Completed, which certification (or written objections, specifying which items have not been Substantially Completed) shall be issued within 30 days following request by Declarant; provided, however, that failure by the Chair to provide such certification or written objections to Declarant within such 30-day period shall be deemed an issuance by the Chair of such certification. The foregoing shall not prohibit Declarant from submitting paperwork or requesting TCO inspections for residential zoning floor area, including submitting to Buildings Form PW-6 (or any successor form promulgated by Buildings) prior to Substantially Completing items (i) – (v).

(c) The Open Space shall be deemed Substantially Completed when the following elements are Substantially Completed in accordance with the Open Space Plan and a drainage plan:

(i) All drainage, horizontal paving and hardscape shall be installed and, as applicable, shall be operational.

(ii) Planters, seat walls, benches and water features shall be installed and, as applicable, shall be operational.

(iii) Plaza lighting shall be installed and, as applicable, shall be operational.

(iv) Plantings and trees shall be installed.

(v) Central green space with lawn terraces and central seat walls shall be installed.

(d) Declarant shall not submit to Buildings a Form PW-7 (or any successor form promulgated by Buildings) that requests issuance of a TCO or PCO for the C and/or D buildings which, in the aggregate with any other TCO or PCO for the C and/or D buildings, would permit the occupancy of more than 90% of the residential zoning floor area of either the C or the D building until Declarant also shall have Substantially Completed a Minimum Landscaping Treatment (as hereinafter defined). The Chair shall certify that the Minimum Landscaping Treatment has been Substantially Completed in accordance with the Open Space Plan, which certification (or written objections, specifying which items of Minimum Landscaping Treatment have not been Substantially Completed) shall be issued within 30 days following request by Declarant; provided, however, that failure by the Chair to provide such certification or written objections to Declarant within such 30-day period shall be deemed an issuance by the Chair of such certification. "Minimum Landscaping Treatment" shall mean those components of the Open Space which border the C and D buildings as identified in the Minimum Landscaping Treatment Plan, dated June 5, 2009, attached as Exhibit D hereto.

(e) For purposes of this Declaration, "Substantial Completion" or "Substantially Complete", shall mean completion of construction substantially in accordance with the Open Space Plan and drainage plan, in the reasonable determination of the Chair, notwithstanding that minor or insubstantial details of construction, decoration or mechanical adjustment remain to be performed. With respect to any phase of the Open Space described in clauses (a), (b), (d) and (e) of this Section 3.3 (including, without limitation, the Minimum Landscaping Treatment), Substantial Completion shall mean that such Open Space phase has been completed substantially in accordance with the

Open Space Plan and drainage plan and to such an extent that such Open Space phase may be operated and made available for public use, in the reasonable determination of the Chair, notwithstanding that landscaping, planting of vegetation or other tasks which must occur seasonally has not been completed, provided that Declarant supplies assurances in a manner reasonably acceptable to the Chair that such task will be completed in the appropriate season.

3.4 Declarant shall be responsible for all maintenance and repair of Open Space in accordance with the following:

(a) Litter and obstructions removed no less than daily and leaves collected and removed as needed to maintain the open space in clean, neat and good condition;

(b) Walkways, lighting and all other improvements and facilities installed in Open Space shall be routinely cleaned and maintained so as to keep such in clean, neat and good condition;

(c) Graffiti shall be regularly painted over or removed, as appropriate to the nature of the surface, promptly, with reasonable dispatch;

(d) Drains, sewers and catch basins shall be cleaned regularly to prevent clogging or flooding;

(e) Branches and trees damaged or felled by winds, ice, vandalism or by any other reason whatsoever, shall be promptly removed;

(f) Snow and ice shall be promptly removed from all walkways so as not to interfere with safe passage and from all other paved surfaces no more than 24 hours after each snowfall or accumulation of ice.

(g) Declarant shall be responsible for a maintenance program for the planted portions of the Open Space that will include without limitation the following maintenance activities: regular tree inspection, weeding, raking, applying fertilizer, reseeding, removing dead trees, and mowing grass.

(h) Declarant shall be responsible for repairs and replacements as needed to maintain the Open Space in good order and working condition. This includes repairs and replacement to benches, walls, barriers, paving, lighting, signage, water features, and any items with painted surfaces.

3.5 If fee title to any portion of the Large Scale Development Project is conveyed to a third party (other than the Declarant named herein), (i) such third party shall be deemed to be the Declarant hereunder with respect to the portion of the Large Scale Development Project to which it holds fee title, and such party, in its capacity as Declarant, shall be responsible to perform the obligations of Declarant hereunder with respect to such portion, and (ii) all parties comprising Declarant shall form a property owners' association ("POA") whose members shall be the fee owners of the Large Scale Development Project and which POA shall be responsible for maintaining and repairing the Open Space as required herein, and for all associated costs and which will assume all obligations of the Declarant with respect to the maintenance and repairing of the Open Space. If a POA is formed, it shall include among its

members, the condominium associations representing the owners of the individual commercial and residential condominium units in the Large Scale Development Project.

3.6 The POA shall establish rules for the use of the Open Space. Those rules shall allow the Open Space to be used by all members of the public for activities appropriate to an Open Space of similar design and size in the City of New York ("Open Space Activities"), including, but not limited to, the following Open Space Activities:

(a) walking or standing;

(b) walking domestic animals (provided such animals are leashed and properly curbed);

(c) jogging;

(d) sitting on benches and seating areas provided in the Open Space;

(e) use of public facilities provided in the Open Space.

3.7 Those rules shall also require that, with respect to any activities carried on in all or any part of the Open Space, no member of the public shall use the Open Space for an activity or in a manner that injures or endangers the health or safety of any person, or disturbs or causes injury to trees, shrubs, or Open Space amenities.

3.8 Declarant and/or POA shall prepare and submit annual reports about Open Space compliance to the Chair.

4. Representation. Declarant hereby represents and warrants that there is no restriction of record on the development, enlargement, or use of the Subject Property, nor any present or presently existing estate or interest in the Subject Property, nor any existing lien, obligation, covenant, easement, limitation or encumbrance of any kind that shall preclude the restriction and obligation to develop and enlarge the Subject Property as a general large-scale development as set forth herein.

5. Binding Effect; Successor Declarants. The restrictions, covenants, rights and agreements set forth in this Declaration shall be binding upon Declarant and any successor or assign of Declarant as of the Effective Date; provided, that the Declaration shall be binding on any Declarant, only for the period during which such Declarant, or any successor or assign thereof, is the holder of fee title to all or a portion of the Subject Property, and only to the extent of such party's fee title to the Subject Property. At such time as a Declarant no longer holds fee title to a portion of the Subject Property, such Declarant's obligations and liability under this Declaration shall cease and terminate with respect to such portion of the Subject Property to which such Declarant no longer holds fee title, and the party acquiring such Declarant's fee title to such portion of the Subject Property shall assume the obligations and liability of Declarant pursuant to this Declaration with respect to such portion of the Subject Property, to the extent occurring subsequent to the date such successor party acquires fee title to such portion of the Subject Property, and only to the extent of such successor party's fee title to the Subject Property. At such time as a Declarant no longer holds fee title to any portion of the Subject Property, such Declarant's obligations and liability under this Declaration shall wholly cease and terminate, and the party succeeding such Declarant shall assume the obligations and liability of Declarant pursuant to this Declaration with respect to actions or matters occurring subsequent to

the date such party acquires fee title to the Subject Property to the extent of such party's fee title to the Subject Property. For purposes of this Declaration, each Declarant and each successor to a Declarant shall be deemed a Declarant for such time as such party holds fee title to all or any portion of the Subject Property, and only with respect to such portion of the Subject Property to which it holds fee title. Reference in this Declaration to agencies or instrumentalities of the City shall be deemed to include agencies or instrumentalities succeeding to jurisdiction thereof pursuant to the laws of the State of New York and the New York City Charter.

6. Recordation. Declarant shall file and record this Declaration in the Office of the City Register of the City of New York (the "Register's Office"), indexing it against the Subject Property within fifteen (15) days of the date which is the later of (a) final approval of the Land Use Applications by the New York City Planning Commission (the "CPC") or the City Council, as the case may be (the "Final Approval"), and (b) acquisition by Declarant of the fee interest in the Subject Property (such date, the "Recording Date"). Declarant shall promptly provide to the Chairperson of the CPC a copy of the Declaration as recorded, so certified by the City Register. If Declarant fails to so record this Declaration by the Recording Date, CPC may record a duplicate original of this Declaration, but all costs of recording, whether undertaken by Declarant or by CPC, shall be borne by Declarant.

7. Effective Date. This Declaration and the provisions and covenants hereof shall become effective as of the Recording Date.

8. Notice. All notices, demands, requests, consents, approvals, and other communications (each, a "Notice") which may be or are permitted, desirable, or required to be given under this Declaration shall be in writing and shall be sent or delivered as follows:

(i) if to Declarant:
to the address at the commencement of this Declaration
Attn: Secretary, Rockefeller Group Development Corporation,

with a copy to:
Judith Gallent, Esq.
Bryan Cave LLP
1290 Avenue of Americas
New York, NY 10104

(ii) if to the Chair or to CPC:
New York City Planning Commission
22 Reade Street
New York, New York 10007
Attention: Chairperson

with a copy to:
the general counsel of CPC at the same address

(iii) if to a Party in Interest (as defined in Section 12-10 of the Zoning Resolution (Definitions)), other than Declarant:
at an address which will have been provided in writing to CPC in accordance with this Section 8

(iv) if to a Mortgagee or a Mezzanine Lender:
at an address which will have been provided in writing to CPC in accordance with this Section 8

Declarant, CPC, any Party in Interest, and any Mortgagee or Mezzanine Lender may, by notice provided in accordance with this Section 8, change any name or address for purposes of this Declaration. In order to be deemed effective, any Notice shall be sent or delivered in at least one of the following manners: (A) sent by registered or certified mail, postage pre-paid, return receipt requested, in which case the Notice shall be deemed delivered for all purposes hereunder five days after being actually mailed; (B) sent by overnight courier service, in which case the Notice shall be deemed delivered for all purposes hereunder on the date the Notice was actually received or was refused; or (C) delivered by hand, in which case the Notice will be deemed delivered for all purposes hereunder on the date the Notice was actually received. All Notices from CPC to Declarant shall also be sent to every Mortgagee and Mezzanine Lender of whom

CPC has notice, and no Notice shall be deemed properly given to Declarant without such notice to such Mortgagee(s) and Mezzanine Lender(s). In the event that there is more than one Declarant at any time, any Notice from the CPC shall be provided to all Declarants of whom CPC has notice.

9. Defaults and Remedies.

9.1 Declarant acknowledges that the restrictions, covenants, and obligations of this Declaration will protect the value and desirability of the Subject Property, as well as benefit the City. If any Declarant, including the POA, fails to perform any of Declarant's obligations under this Declaration, including, but not limited to the performance of the maintenance obligations set forth in Section 3.4 hereof, City shall have the right to enforce this Declaration against the applicable Declarant; and exercise any administrative, legal or equitable remedy available to City, and Declarant hereby consents to same; provided that this Declaration shall not be deemed to diminish Declarant's or any other party-in-interest's right to exercise any and all administrative, legal, or equitable remedies otherwise available to it; and provided further, that City's rights of enforcement shall be subject to the cure provisions and periods set forth in Section 9.3 hereof. Declarant also acknowledges that the remedies set forth in this Declaration are not exclusive and that City and any agency thereof may pursue other remedies not specifically set forth herein including, but not limited to, a mandatory injunction compelling Declarant to comply with the terms of this Declaration. Notwithstanding the foregoing, following the issuance of a TCO or PCO for both the C and D buildings if the obligations being enforced relate solely to a specific portion of the Subject Property, the City shall enforce the Declaration solely against the applicable party comprising Declarant owning fee title to the portion of the Subject Property as to which the obligations relate, and no other parties comprising Declarant

hereunder shall have liability for such obligations, nor shall the portions of the Subject Property owned by such other Declarants be subject to levy in connection therewith. If a POA is formed as provided in Section 3.5 hereof, the POA shall be deemed to be the Declarant for all purposes of the enforcement of the obligations under Sections 3.2 and 3.4 hereof.

9.2 Notwithstanding any provision of this Declaration, only Declarant, and Declarant's successors and assigns and the City, shall be entitled to enforce or assert any claim arising out of or in connection with this Declaration. Nothing contained herein should be construed or deemed to allow any other person or entity to have any interest in or right of enforcement of any provision of this Declaration or any document or instrument executed or delivered in connection with the Large Scale Special Permits, the Land Use Applications or any Final Approval.

9.3 Prior to the City instituting any proceeding to enforce the terms or conditions of this Declaration due to any alleged violation hereof, City shall give Declarant, every mortgagee of all or any portion of the Subject Property (a "Mortgagee"), every holder of a pledge of the direct or indirect equity interests in Declarant (each, a "Mezzanine Lender") and every Party In Interest (provided that the City has been given notice by Declarant of such Mortgagee, Mezzanine Lender, and Party in Interest, together with its notice address, and interest in the Subject Property) thirty (30) business days written notice of such alleged violation, during which period Declarant, any Party in Interest, Mortgagee and Mezzanine Lender shall have the opportunity to effect a cure of such alleged violation or to demonstrate to City why the alleged violation has not occurred. If a Mortgagee, Mezzanine Lender or Party In Interest performs any obligation or effects any cure Declarant is required to perform or cure pursuant to this Declaration, such performance or cure shall be deemed performance on behalf of Declarant

and shall be accepted by any person or entity benefitted hereunder, including CPC or City, as if performed by Declarant. If Declarant, any Party in Interest, Mortgagee or Mezzanine Lender commences to effect such cure within such thirty (30) day period (or if cure is not capable of being commenced within such thirty (30) day period, Declarant, any Party in Interest, Mortgagee or Mezzanine Lender commences to effect such cure when such commencement is reasonably possible, including following obtaining possession of the Subject Property, if required to effect such cure), and thereafter proceeds diligently toward the effectuation of such cure, the aforesaid thirty (30) day period (as such may be extended in accordance with the preceding clause) shall be extended for so long as Declarant, any Party in Interest, Mortgagee or Mezzanine Lender continues to proceed diligently with the effectuation of such cure. In the event that more than one Declarant exists at any time on the Subject Property, notice shall be provided to all Declarants from whom City has received notice in accordance with Section 8 hereof, and the right to cure shall apply equally to all Declarants.

9.4 If, after due notice and opportunity to cure as set forth in this Declaration, Declarant, a Mortgagee, Mezzanine Lender or a Party in Interest shall fail to cure the alleged violation, City may exercise any and all of its rights, including without limitation those delineated in this Section 9, and may disapprove any amendment, modification or cancellation of this Declaration on the sole ground that Declarant is in default of a material obligation under this Declaration.

10. Applications.

10.1 Declarant shall include a copy of this Declaration with any application made to Buildings for a foundation, new building, alteration, or other permit (a

"Permit") for any portion of the Large Scale Development Project built pursuant to the Large Scale Special Permits. Except as provided in Section 3.3 hereof, nothing in this Declaration, including but not limited to the declaration and covenant made in Section 1 hereof to develop and enlarge the Subject Property as a single unit, shall be construed to prohibit or preclude Declarant from filing for, or Buildings from issuing, any permit for all or any portion of the Large Scale Development Project, in such phase or order as Declarant sees fit in Declarant's sole discretion.

10.2 Nothing in this Declaration shall be construed to prevent Declarant or any of Declarant's successors or assigns from making any application of any sort to any governmental agency or department (each, an "Agency") in connection with the development of the Subject Property; provided, that Declarant shall include a copy of this Declaration in connection with any application for any such discretionary approval, and provided that nothing in this Section 10.2 shall be construed as superseding the requirements, restrictions, or approvals that may be required under agreements with any other Agency or the City.

11. Amendment, Modification and Cancellation.

11.1 This Declaration may be amended, cancelled, or modified only upon application by Declarant with the express written consent of CPC or an agency succeeding to CPC's jurisdiction, and no other approval shall be required from any other public body, private person, or legal entity of any kind. This Declaration may not be amended, cancelled, or modified without execution or waiver and subordination by all Parties In Interest, including but not limited to Mortgagees, to such amendment, cancellation modification, as well as the prior written consent of any Mortgagee or Mezzanine Lender of which CPC has been

given notice hereunder if and to the extent that such Mortgagee or Mezzanine Lender does not qualify as a Party In Interest as defined in Section 12-10 of the Zoning Resolution.

11.2 Notwithstanding anything to the contrary contained in Section 11.1 hereof, the Chair of CPC may by its express written consent administratively approve modifications or amendments to this Declaration that, in the sole judgment of the Chair, are determined by the Chair to be a minor amendment or modification of this Declaration, and such minor modifications and amendments shall not require the approval of CPC.

12. Cooperative or Condominium Ownership. In the event that the Subject Property or any portion thereof is developed as, sold, or converted to cooperative or condominium ownership requiring the approval of the Attorney General, a copy of this Declaration and any subsequent modification hereof shall be provided to the Attorney General with the offering documents at the time of application for approval of any such cooperative or condominium offering plan. If Declarant applies for approval of any such cooperative or condominium offering plan, Declarant shall include in the offering plan for such cooperative or condominium this Declaration or any portions hereof which the Attorney General determines shall be included and, if so included in the offering plan, shall make copies of this Declaration available to cooperative shareholders and condominium purchasers.

13. Boards and Associations. With respect to any portion of the Subject Property which shall be subject to a cooperative, condominium or similar form of ownership, for the purposes of this Declaration, the board of directors or managers of the cooperative, condominium, or similar association (such entity, a "Board") or a master association (an "Association") selected by the Board and authorized by underlying organizational documents to act on behalf of the individual cooperative shareholders, condominium or similar owners, shall have the sole right to assess a lien for any costs incurred under this Declaration or to otherwise act with respect to this Declaration (including but not limited to consenting to any modification, amendment, or cancellation of this Declaration), to the extent such action is required for any purpose under this Declaration, and the consent of any individual cooperative unit owner, condominium unit owner, or other similar owner who may be considered a party in interest shall not be required. For the purpose of this Declaration, the Board or the Association, as the case may be, shall be deemed the Declarant and sole Party in Interest with respect to the property interest subjected to the cooperative, condominium, or similar ownership arrangement.

14. Limited Liability. Notwithstanding anything to the contrary contained in this Declaration:

14.1 the restrictions, covenants, obligations and agreements herein shall be binding on the Declarant or any other individual, business, organization or other entity, as the case may be, only for the period during which the Declarant or any such party-in-interest holds fee title to the Subject Property and subject to the further provisions of this Section 14.

14.2 The City shall look solely to the interest of the Declarant in the Subject Property for the collection of any judgment recovered against the Declarant or the

enforcement of any remedy based upon any breach by the Declarant under this Declaration, and no other property of the Declarant or its principals, disclosed or undisclosed, partners, shareholders, directors, officers, members or employees shall be subject to levy, execution or other enforcement procedure for the satisfaction of the remedies of the City under or with respect to this Declaration, and no such party shall have any personal liability under this Declaration;

14.3 The City shall then look solely to the interest of any Party in Interest in the Subject Property for the collection of any deficiency not collected from Declarant or any judgment recovered against Declaration or the enforcement of any remedy based upon any breach by the Declarant under this Declaration, but only after the City has exhausted all legal and equitable remedies against Declarant. No other property of any Party in Interest or its principals, disclosed or undisclosed, partners, shareholders, directors, officers, members or employees shall be subject to levy, execution or other enforcement procedure for the satisfaction of the remedies of the City under or with respect to this Declaration and any Party in Interest, disclosed or undisclosed, shall have no personal liability under this Declaration;

14.4 Notwithstanding anything to the contrary in this Article 14, nothing herein shall be deemed to preclude, qualify, limit or prevent the exercise by the City of any of the City's governmental rights, powers or remedies under any laws, statutes, codes, or ordinances, including, without limitation, with respect to the satisfaction of the remedies of the City under such laws, statutes, codes, or ordinances.

15. Severability. In the event that any of the provisions of the Declaration shall be deemed, decreed, adjudged, or determined to be invalid or unlawful by a court of competent jurisdiction, such provision shall be severable and the remainder of this Declaration shall continue to be in full force and effect.

16. Applicable Law. This Declaration shall be governed and construed by the laws of the State of New York, without regard to principles of conflicts of law.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the day and year first written above.

FLUSHING COMMONS PROPERTY OWNER, LLC,
a Delaware limited liability company

By: _____,
Name: Rick Sondik
Title: President

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the 11th day of December, 2013, before me, the undersigned, a Notary Public in and for said state, personally appeared Rick Sondik, 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 this instrument.

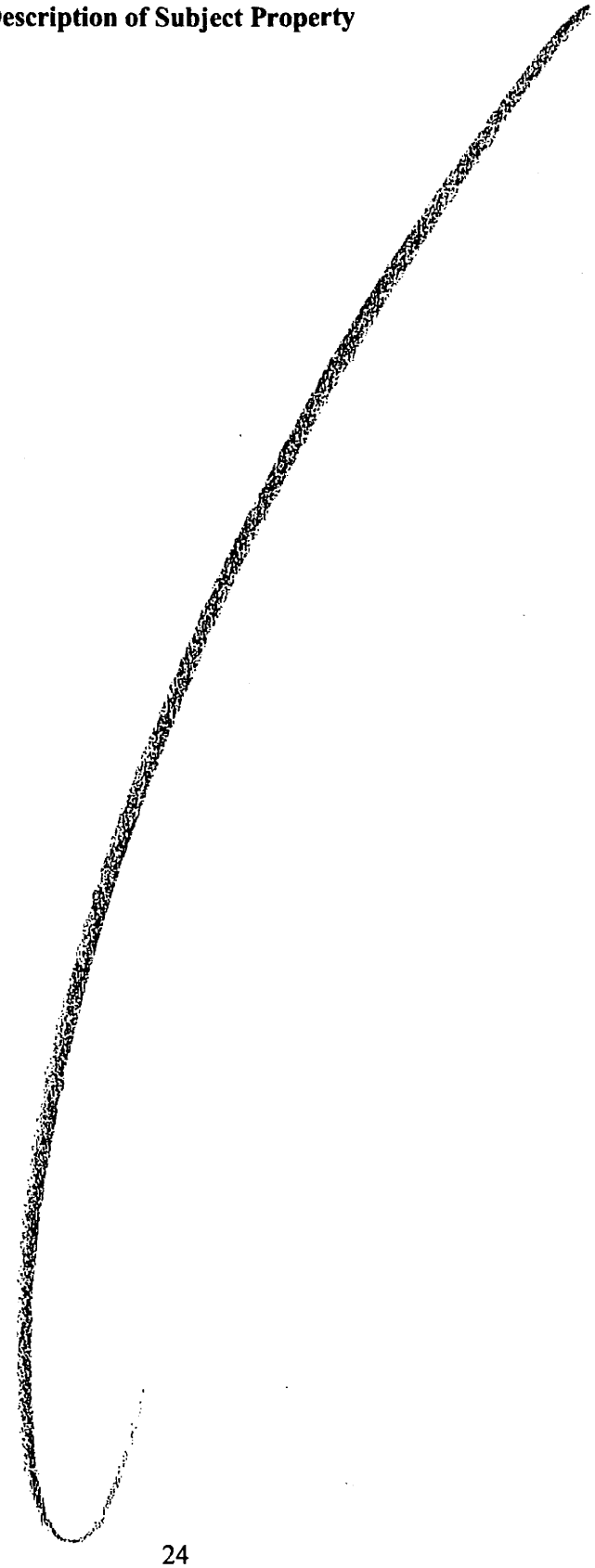
_____
Notary Public

ROBERT J. ALFARONE
Notary Public, State of New York
No. 01AL6097725
Qualified in Nassau County
Commission Expires Aug. 25, 2015

SEAL

[Signature Page to General Large Scale Declaration]

EXHIBIT A
Description of Subject Property



WRITTEN DESCRIPTION
BLOCK 4978, LOT 25
IN THE CITY OF NEW YORK
FLUSHING, QUEENS
QUEENS COUNTY, NEW YORK

Beginning at a point formed by the intersection of the northerly line of 39th Avenue (68' Wide) and the westerly line of Union Street (80' Wide); running thence

1. Along said northerly line of 39th Avenue, South 81°10'53" West, a distance of 586.94 feet to a point formed by the intersection of said northerly line of 39th Avenue and the easterly line of 138th Street (Variable Width); thence

2. Along said easterly line of 138th Street, North 05°48'31" West, a distance of 313.65 feet to a point of deflection; thence

3. Continuing along said easterly line of 138th Street, North 08°58'40" West, a distance of 133.30 feet to a point formed by the intersection of said easterly line of 138th Street and the southerly line of 37th Avenue (68' Wide); thence

4. Along said southerly line of 37th Avenue, North 81°30'26" East, a distance of 407.01 feet to a point on the dividing line between Block 4978, Lots 20 and 25; thence

5. Leaving 37th Avenue and along said dividing line between Block 4978, Lots 20 and 25, South 08°29'34" East, a distance of 269.16 feet to a point; thence

6. Continuing along said dividing line, North 83°19'54" East, a distance of 158.94 feet to a point on the aforementioned westerly line of Union Street; thence

7. Along said westerly line of Union Street, South 11°02'00" East, a distance of 169.22 feet to the Point of Beginning.

Encompassing an area of 211,112 S.F./4.846 acres, more or less.

EXHIBIT B
Certification of Parties-in-Interest

Certificate No. 3613-00011

CERTIFICATION OF PARTIES IN INTEREST PURSUANT TO SUBDIVISION (C) OF THE DEFINITION OF ZONING LOT SET FORTH IN SECTION 12-10 OF THE ZONING RESOLUTION OF THE CITY OF NEW YORK, EFFECTIVE DECEMBER 15, 1961 AS AMENDED

CHICAGO TITLE INSURANCE COMPANY, a title insurance company licensed to do business in the State of New York and having its principal offices at 711 3rd Avenue, New York, New York 10017, hereby certifies to FLUSHING COMMONS PROPERTY OWNER, LLC that as to the land hereafter described, being a tract of land, either unsubdivided or consisting of two or more lots of record, contiguous for a minimum of ten linear feet, located within a single block, that all the parties in interest constituting a "party in interest" as defined in Subdivision (c) or (d) of the definition of zoning lot Section 12-10 of the Zoning Resolution of the City of New York, effective December 15, 1961, as amended, are the following:

	NAME AND ADDRESS	NATURE OF INTEREST
1.	Flushing Commons Property Owner, LLC	Fee Owner of Lot 25 by deed to be recorded

Certificate No. 3613-00011

DESCRIPTION

METES AND BOUNDS

The subject tract of land with respect to which the foregoing parties are the parties in interest as aforesaid, is Tax Lot Number 25 in Block 4978 as shown on the Tax Map of the City of New York, Queens County, and is more particularly bounded and described as follows:

ALL THAT CERTAIN PLOT, PIECE, OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF QUEENS, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FORMED BY THE INTERSECTION OF THE NORTHERLY LINE OF 39TH AVENUE (68 FEET WIDE) AND THE WESTERLY LINE OF UNION STREET (80 FEET WIDE); RUNNING THENCE

1. ALONG SAID NORTHERLY LINE OF 39TH AVENUE, SOUTH 81° 10' 53" WEST, A DISTANCE OF 586.94 FEET TO A POINT FORMED BY THE INTERSECTION OF SAID NORTHERLY LINE OF 39TH AVENUE AND THE EASTERLY LINE OF 138TH STREET (VARIABLE WIDTH); THENCE

2. ALONG SAID EASTERLY LINE OF 138TH STREET, NORTH 05° 48' 31" WEST, A DISTANCE OF 313.65 FEET TO A POINT OF DEFLECTION; THENCE

3. CONTINUING ALONG SAID EASTERLY LINE OF 138TH STREET, NORTH 08° 58'40" WEST, A DISTANCE OF 133.30 FEET TO A POINT FORMED BY THE INTERSECTION OF SAID EASTERLY LINE OF 138TH STREET AND THE SOUTHERLY LINE OF 37TH AVENUE (68TH FEET WIDE); THENCE

4. ALONG SAID SOUTHERLY LINE OF 37TH AVENUE, NORTH 81° 30' 26" EAST, A DISTANCE OF 407.01 FEET TO A POINT ON THE DIVIDING LINE BETWEEN BLOCK 4978, LOTS 20 AND 25; THENCE

5. LEAVING 37TH AVENUE AND ALONG SAID DIVIDING LINE BETWEEN BLOCK 4978, LOTS 20 AND 25, SOUTH 08° 29' 34" EAST, A DISTANCE OF 269.16 FEET TO A POINT; THENCE

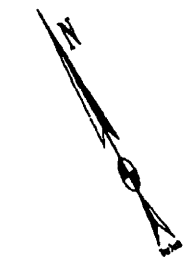
6. CONTINUING ALONG SAID DIVIDING LINE, NORTH 83° 19' 54" EAST, A DISTANCE OF 158.94 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY LINE OF UNION STREET; THENCE

7. ALONG SAID WESTERLY LINE OF UNION STREET, SOUTH 11° 02' 00" EAST, A DISTANCE OF 169.22 FEET TO THE POINT OF BEGINNING.

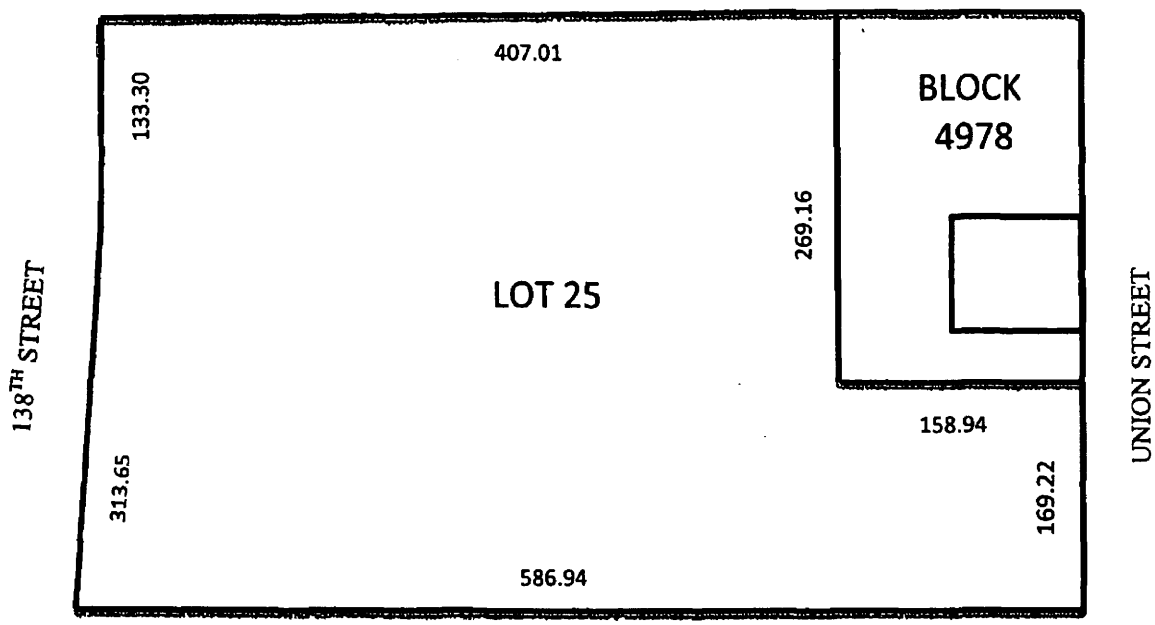
Certificate No. 3613-00011

That the said premises are known as and by street address 37-10 37th Avenue, Long Island City New York

As shown on the following DIAGRAM:



37TH AVENUE



39TH AVENUE

Certificate No. 3613-00011

NOTE:

A Zoning Lot may or may not coincide with a lot as shown on the Official Tax Map of the City of New York, or on any recorded subdivision plot or deed. A Zoning Lot may be subdivided into two or more zoning lots provided all the resulting zoning lots and all the buildings thereof shall comply with the applicable provisions of the zoning lot resolution.

The City of New York requires the submission of a New York City Report when a Zoning Lot Declaration is filed for recording pursuant to Zoning Lot Resolution 12-10 of the City of New York.

THE CERTIFICATION IS MADE FOR AND ACCEPTED BY THE APPLICANT UPON THE EXRESS UNDERSTANDING THAT LIABILITY HEREUNDER IS LIMITED TO ONE THOUSAND (1,000.00) DOLLARS.

CHICAGO TITLE INSURANCE COMPANY

By: Christopher J. Bellell V.P.

Dated: 12/03/2013

Certificate No. 3613-00011

UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT
(Within New York State)

State of New York)
County of NEW YORK) ss.:

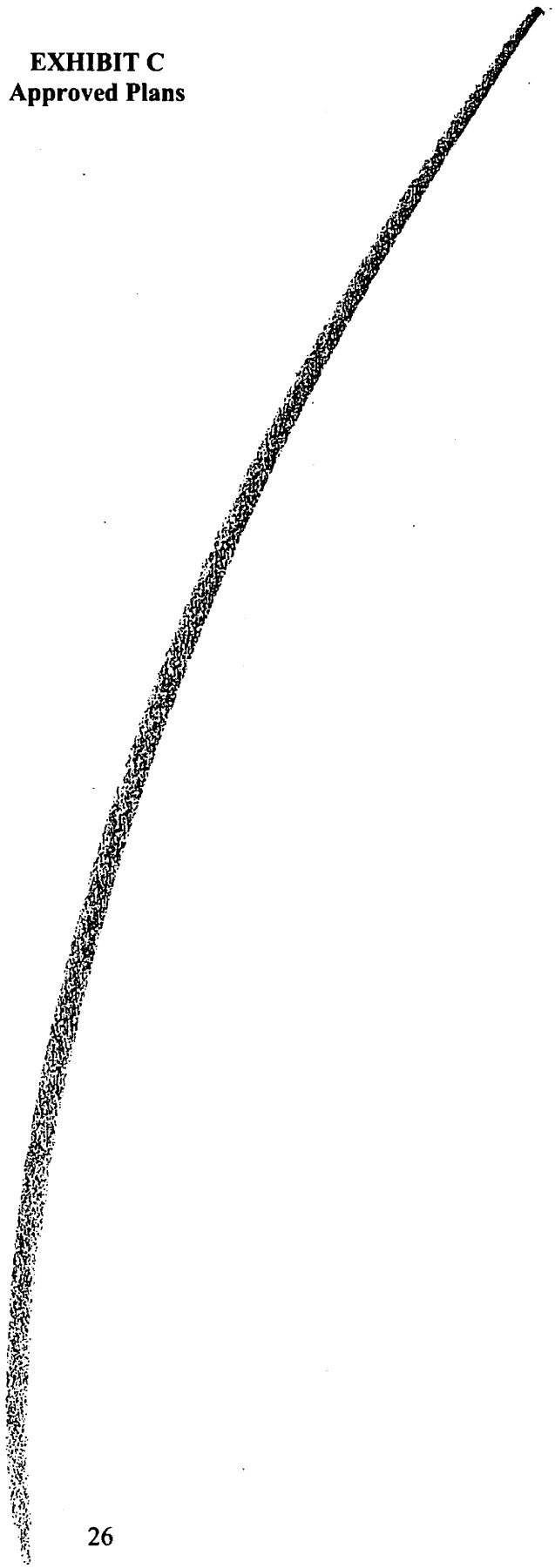
On the 26th day of DECEMBER in the year 2013 before me, the undersigned, personally appeared CHRISTOPHER J. BEDELL, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that 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.

Signature and Office of individual
taking acknowledgment

RITA GRANT MARONEY
Notary Public, State of New York
No. 01MA5051836
Qualified in Kings County
Commission Expires ~~Nov. 18, 20~~ July 27, 2014

SEAL

EXHIBIT C
Approved Plans



FLUSHING COMMONS

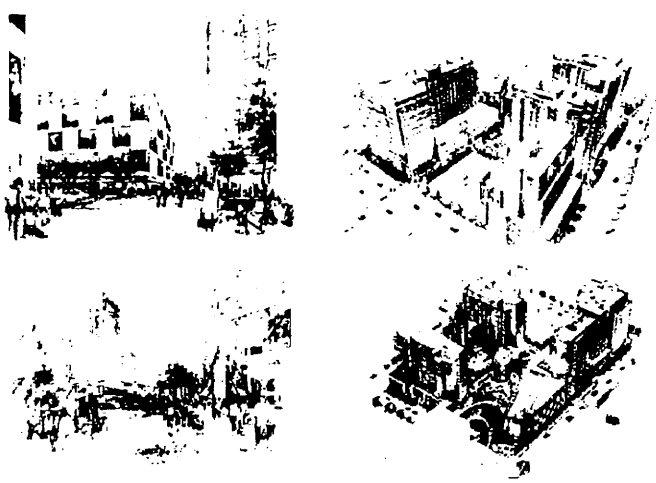
MUNICIPAL LOT #1 REDEVELOPMENT

DRAWING INDEX

FLUSHING COMMONS LLC

ULURP ZONING DRAWINGS

Dwg.No.	Title
Z0.0	COVER SHEET & DRAWING LIST
Z1.0	AREA MAP WEST
Z1.1	AREA MAP EAST
Z2.0	ZONING ANALYSIS
Z3.0	SITE PLAN
Z4.0	REQUIRED YARDS
Z4.1	DISTANCE BTW BLDGS & RESIDENTIAL LOT COVERAGE
Z4.2	OPEN SPACE
Z4.3	SITE PLAN WAIVER DIAGRAM
Z5.0	USE REGULATION WAIVER DIAGRAM I (BUILDING AB)
Z5.1	USE REGULATION WAIVER DIAGRAM II (BUILDING CD)
Z6.0	GROUND FLOOR PLAN
Z7.0	HEIGHT & SETBACK SECTIONS I
Z7.1	HEIGHT & SETBACK SECTIONS II
Z7.2	HEIGHT & SETBACK SECTIONS III
Z7.3	HEIGHT & SETBACK SECTIONS IV
Z7.4	HEIGHT & SETBACK SECTIONS V
Z8.0	STREET LEVEL PARKING ENTRANCE PLAN
Z8.1	P1 PARKING LEVEL PLAN
Z8.2	P2 PARKING LEVEL PLAN
Z8.3	P3 PARKING LEVEL PLAN
Z9.0	FULTON/MAX PARKING LOT PLAN
Z9.1	FULTON/MAX PARKING LOT ELEVATIONS
Z9.2	MUNICIPAL LOT #2 PLAN
Z9.3	MUNICIPAL LOT #2 ELEVATIONS
Z9.4	COLLEGE POINT PARKING LOT PLAN
Z9.5	COLLEGE POINT PARKING LOT ELEVATION
Z9.6	COLLEGE POINT SURVEY
Z10.0	ILLUSTRATIVE STREET ELEVATIONS I
Z10.1	ILLUSTRATIVE STREET ELEVATIONS II
Z10.2	STREETSCAPE ELEVATIONS
Z11.0	ILLUSTRATIVE LANDSCAPE PLAN
Z11.1	ILLUSTRATIVE ENLARGED LANDSCAPE PLAN I
Z11.2	ILLUSTRATIVE ENLARGED LANDSCAPE PLAN II
Z11.3	ILLUSTRATIVE LANDSCAPE SECTIONS I
Z11.4	ILLUSTRATIVE LANDSCAPE SECTIONS II
Z11.5	ILLUSTRATIVE LANDSCAPE SECTIONS III
Z11.6	ILLUSTRATIVE SITE DETAILS



Perkins Eastman

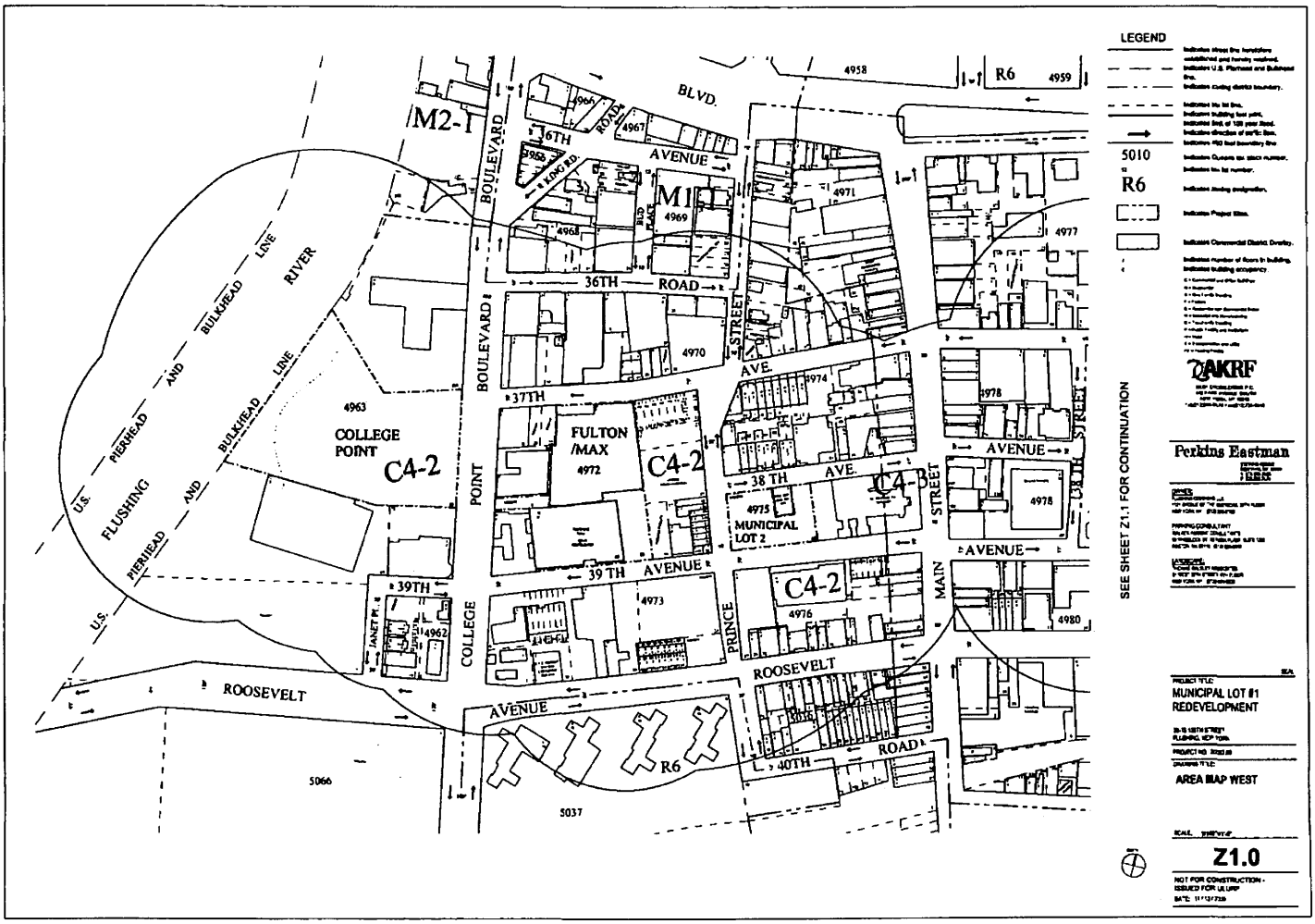
PROJECT TITLE:
MUNICIPAL LOT #1 REDEVELOPMENT: FLUSHING COMMONS

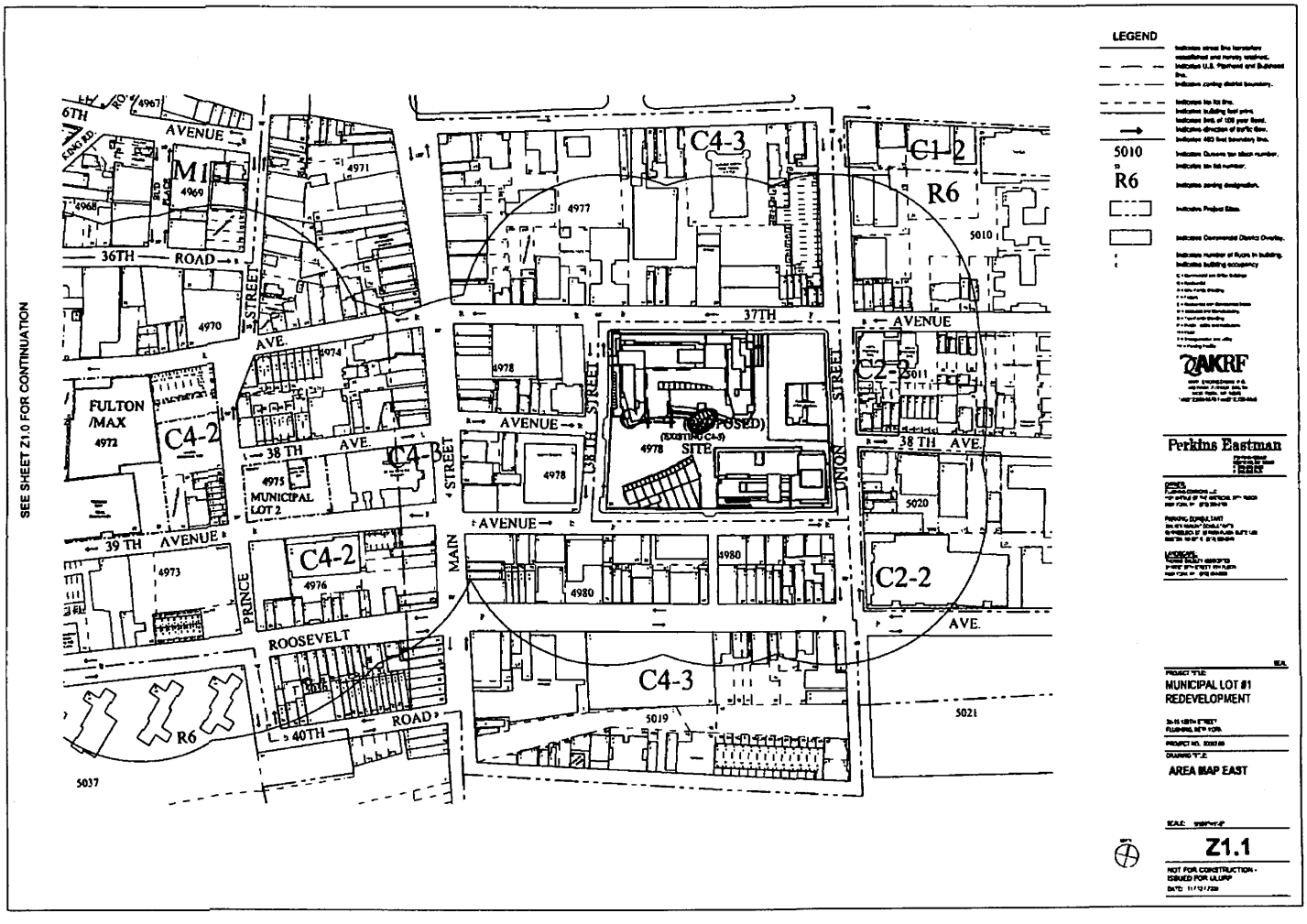
DRAWING TITLE:
COVER SHEET & DRAWING LIST

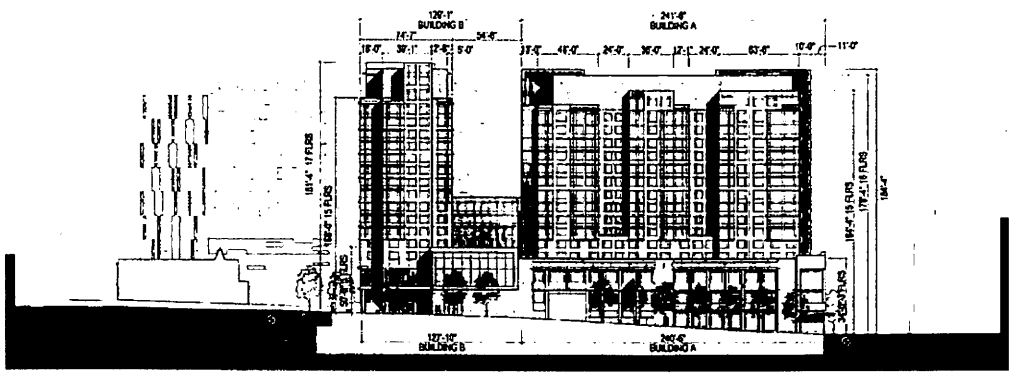
SCALE:

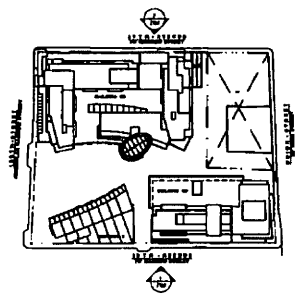
Z0.0

NOT FOR CONSTRUCTION - ISSUED FOR ULURP


LEGEND
5010
R6
SEE SHEET Z1.1 FOR CONTINUATION
AKRF
Perkins Eastman
PROJECT TITLE:
MUNICIPAL LOT #1
REDEVELOPMENT
AREA MAP WEST
Z1.0
NOT FOR CONSTRUCTION -
ISSUED FOR LA URP
M2-1
M1
R6
C4-2
C4-2
C4-2
C4-2
COLLEGE POINT
FULTON /MAX
MUNICIPAL LOT 2
BLVD.
BOULEVARD
36TH AVENUE
36TH ROAD
37TH AVE.
38 TH AVE.
39 TH AVENUE
39TH
40TH ROAD
ROOSEVELT AVENUE
ROOSEVELT
STREET
MAIN STREET
PRINCE
COLLEGE POINT BOULEVARD
RIVER
U.S. PIERHEAD AND BULKHEAD LINE
FLUSHING
U.S. PIERHEAD AND BULKHEAD LINE
4963
4962
4973
4975
4976
4978
4980
5066
5037

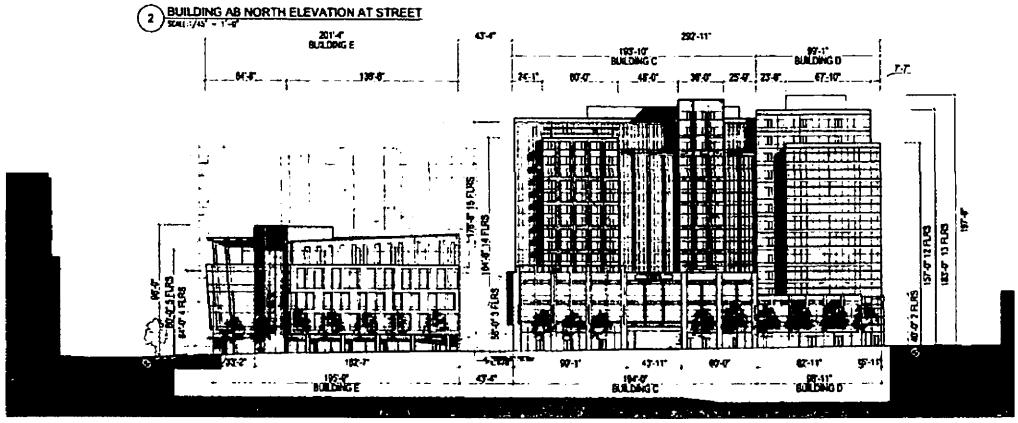

SEE SHEET Z1.0 FOR CONTINUATION
LEGEND
6TH AVENUE
M1
4969
4968
4967
4971
36TH ROAD
4970
STREET
AVE.
4974
FULTON /MAX
4972
C4-2
38 TH AVE.
C4-3
4977
C1-2
R6
5010
37TH AVENUE
4978
STREET
UNION
C2-2
5011
4978
SITE
38 TH AVE.
C4-3
4975
MUNICIPAL LOT 2
5020
39 TH AVENUE
4973
C4-2
4976
PRINCE
MAIN
AVENUE
4980
4980
C2-2
AVE.
ROOSEVELT
R6
L 40TH ROAD
5037
5019
5021
5010
R6
OAKRF
Perkins Eastman
MUNICIPAL LOT #1 REDEVELOPMENT
AREA MAP EAST
Z1.1
NOT FOR CONSTRUCTION - ISSUED FOR ULURP





KEYPLAN

2 BUILDING AB NORTH ELEVATION AT STREET



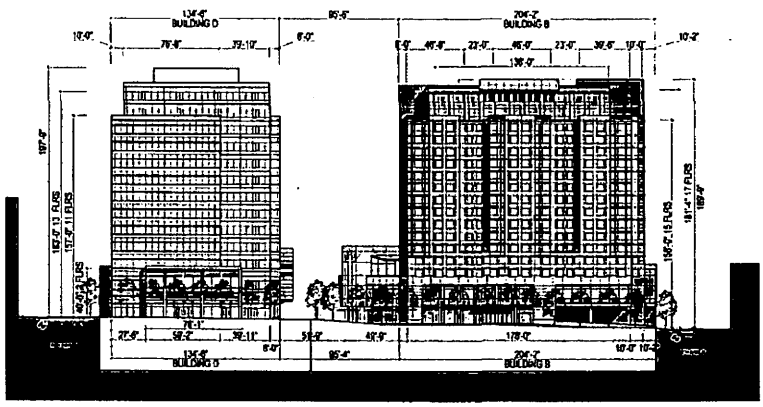
1 BUILDING E & CD SOUTH ELEVATION AT STREET

Perkins Eastman

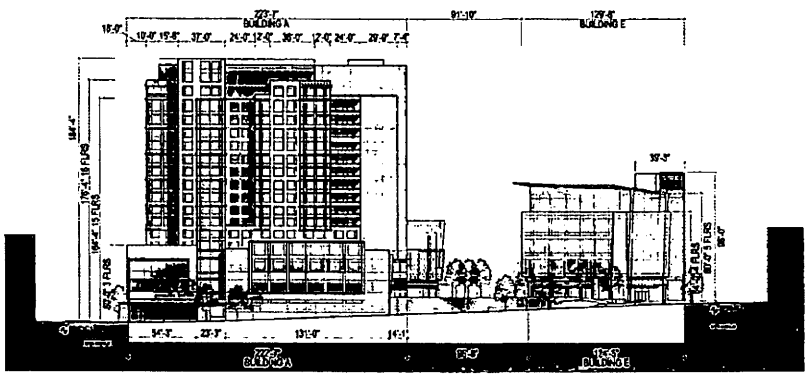
MUNICIPAL LOT #1 REDEVELOPMENT: FLUSHING COMMONS

ILLUSTRATIVE STREET ELEVATIONS I

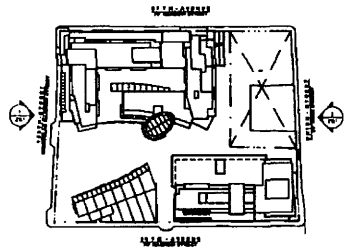
Z10.0



2 BUILDING D & AB EAST ELEVATION AT STREET



1 BUILDING AB & E WEST ELEVATION AT STREET



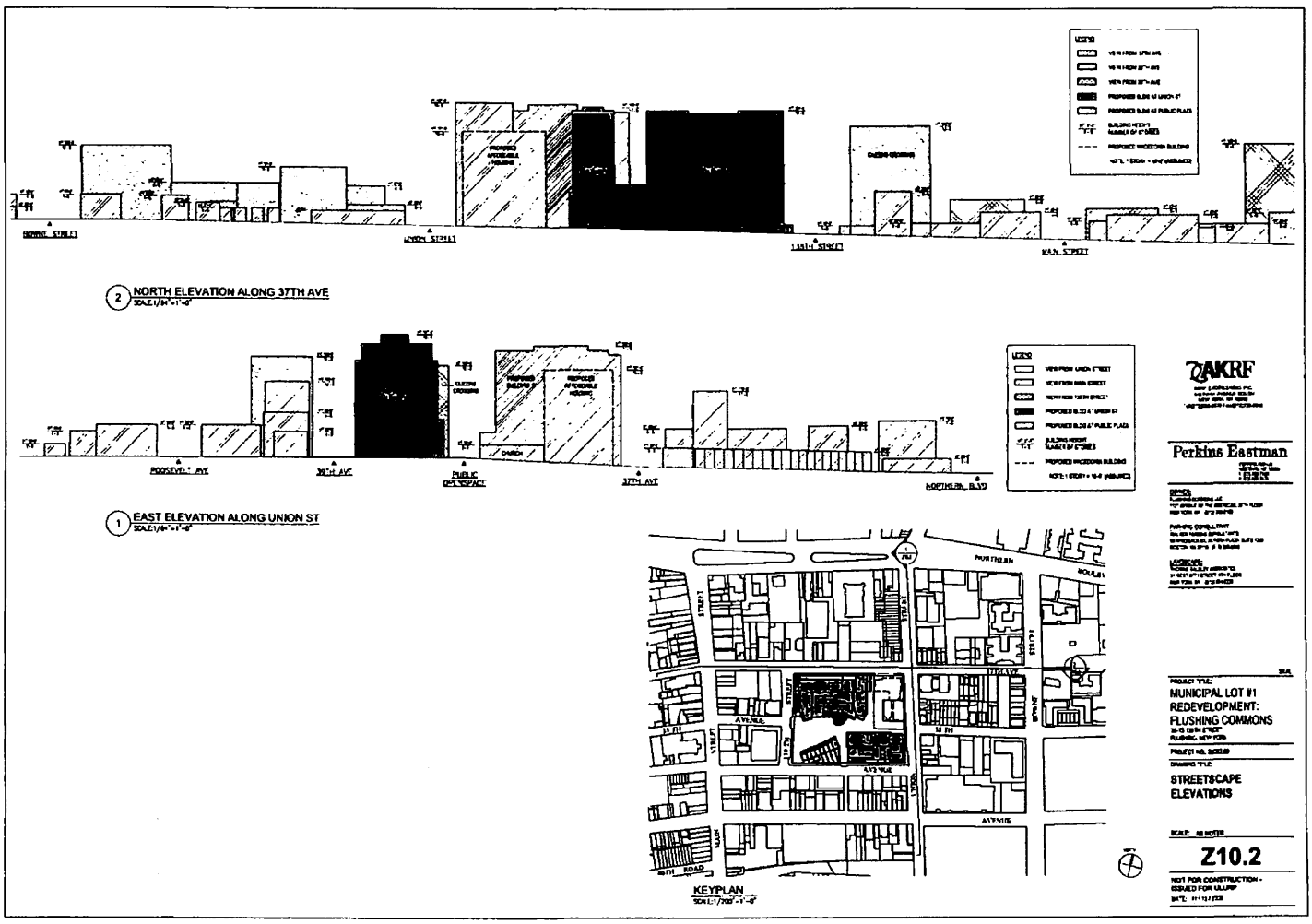
KEYPLAN

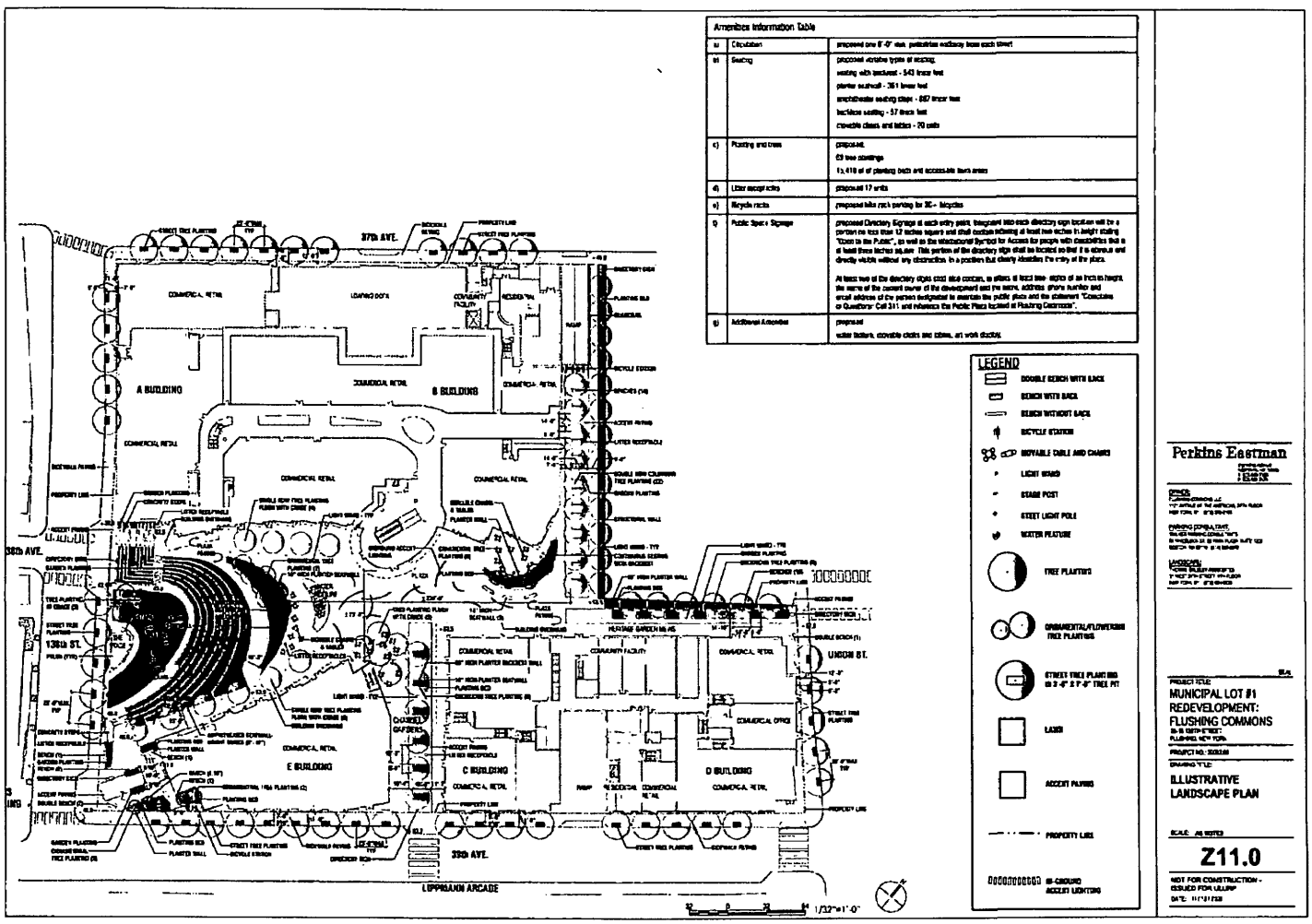
Perkins Eastman

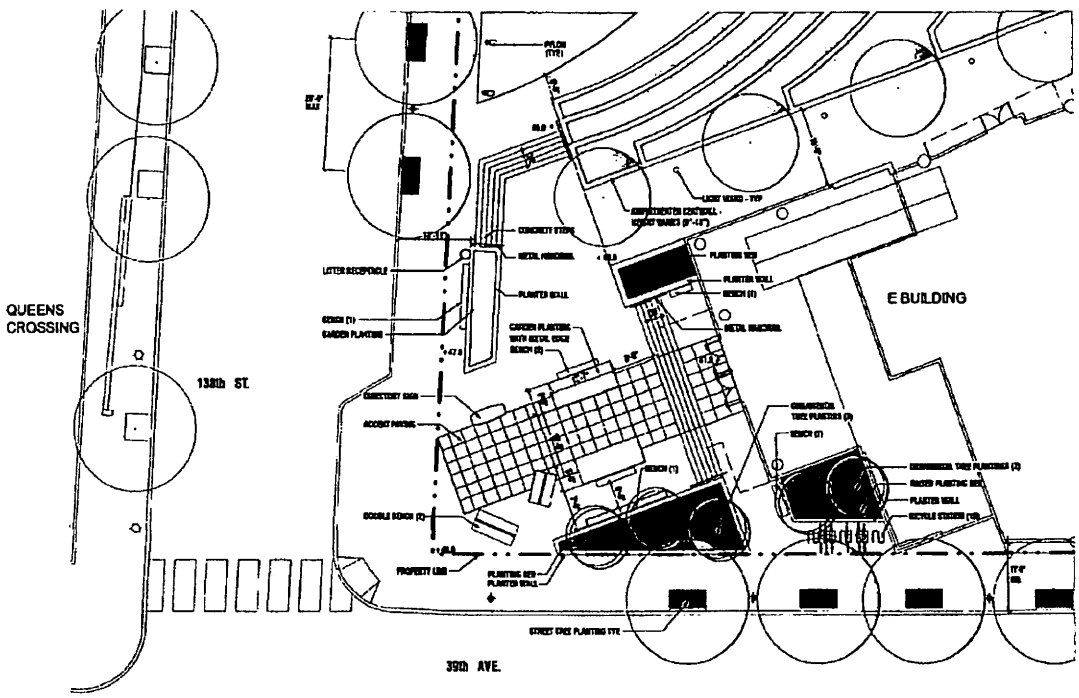
MUNICIPAL LOT #1
REDEVELOPMENT:
FLUSHING COMMONS

ILLUSTRATIVE
STREET ELEVATIONS B

Z10.1


2 NORTH ELEVATION ALONG 37TH AVE
1 EAST ELEVATION ALONG UNION ST
KEYPLAN
ZAKRF
Perkins Eastman
MUNICIPAL LOT #1
REDEVELOPMENT:
FLUSHING COMMONS
STREETSCAPE
ELEVATIONS
Z10.2
NOT FOR CONSTRUCTION -
ISSUED FOR ULURP


Amenities Information Table
a) Circulation
proposed one 8'-0" min. pedestrian walkway base each street
b) Seating
proposed variable types of seating
seating with backrest - 543 linear feet
planter surwall - 361 linear feet
amphitheater seating steps - 887 linear feet
backless seating - 57 linear feet
moveable chairs and tables - 70 units
c) Planting and trees
proposed:
69 tree plantings
+/- 410 sf of planting beds and accessible lawn areas
d) Litter receptacles
proposed 17 units
e) Bicycle racks
proposed bike rack parking for 90 + bicycles
f) Public Space Signage
proposed Directory Signage at each entry point. Integrated into each directory sign location will be a portion no less than 12 inches square and shall contain following at least two inches in height stating "Open to the Public", as well as the international Symbol for Access for people with disabilities that is at least three inches square. This portion of the directory sign shall be located so that it is obvious and directly visible without any obstruction, in a position that clearly identifies the entry of the plaza.
At least two of the directory signs shall also contain, in letters at least one- eighth of an inch in height, the name of the current owner of the development and the name, address, phone number and email address of the person designated to maintain the public plaza and the statement "Concerns or Questions: Call 311 and reference the Public Plaza located at Roosing Desmosa".
g) Additional Amenities
proposed
water features, moveable chairs and tables, art work display
LEGEND
DOUBLE BENCH WITH BACK
BENCH WITH BACK
BENCH WITHOUT BACK
BICYCLE STATION
MOVABLE CABLE AND CHAIRS
LIGHT STAND
STAGE POST
STREET LIGHT POLE
WATER FEATURE
TREE PLANTING
ORNAMENTAL/FLOWERING TREE PLANTING
STREET TREE PLANTING 5'-0" x 2'-6" x 5'-0" TREE PIT
LAWN
ACCENT PAVING
PROPERTY LINE
IN-GROUND ACCENT LIGHTING
A BUILDING
B BUILDING
C BUILDING
D BUILDING
E BUILDING
37th AVE.
38th AVE.
39th AVE.
138th ST.
UNION ST.
LEFFERMAN ARCADE
Perkins Eastman
PROJECT TITLE:
MUNICIPAL LOT #1 REDEVELOPMENT: FLUSHING COMMONS
ILLUSTRATIVE LANDSCAPE PLAN
Z11.0
NOT FOR CONSTRUCTION - ISSUED FOR LU/UP



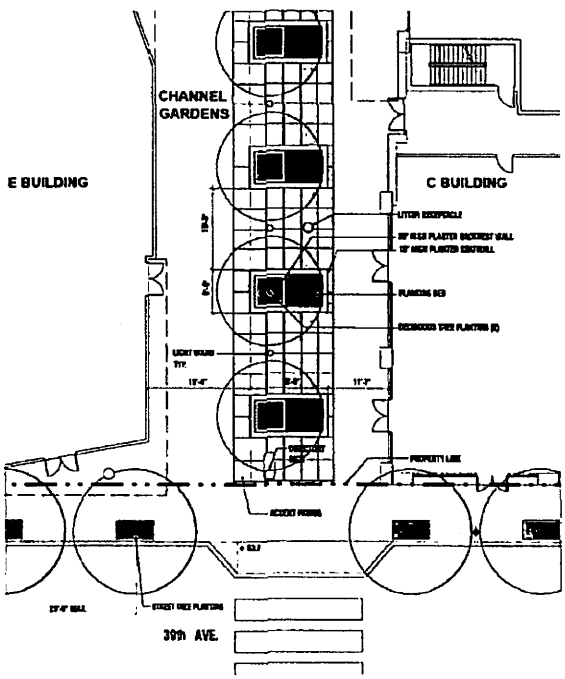
E BUILDING ENTRY ENLARGEMENT

Perkins Eastman

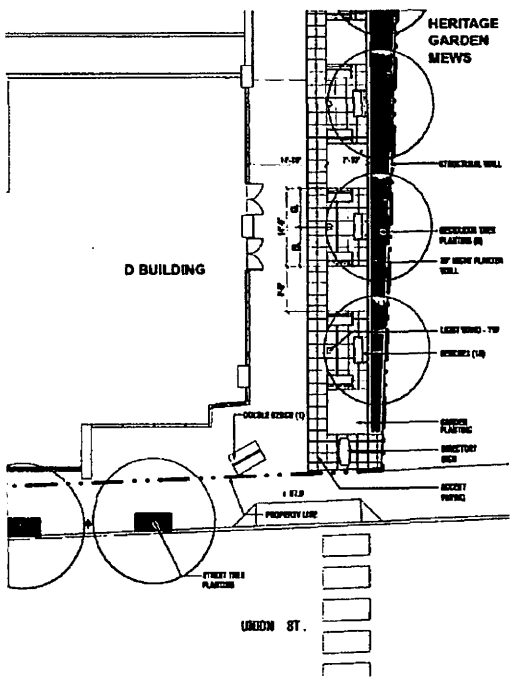
PROJECT TITLE:
MUNICIPAL LOT #1
REDEVELOPMENT:
FLUSHING COMMONS

ILLUSTRATIVE
ENLARGED
LANDSCAPE PLAN I

Z11.1



39TH AVE. ENTRY ENLARGEMENT PLAN



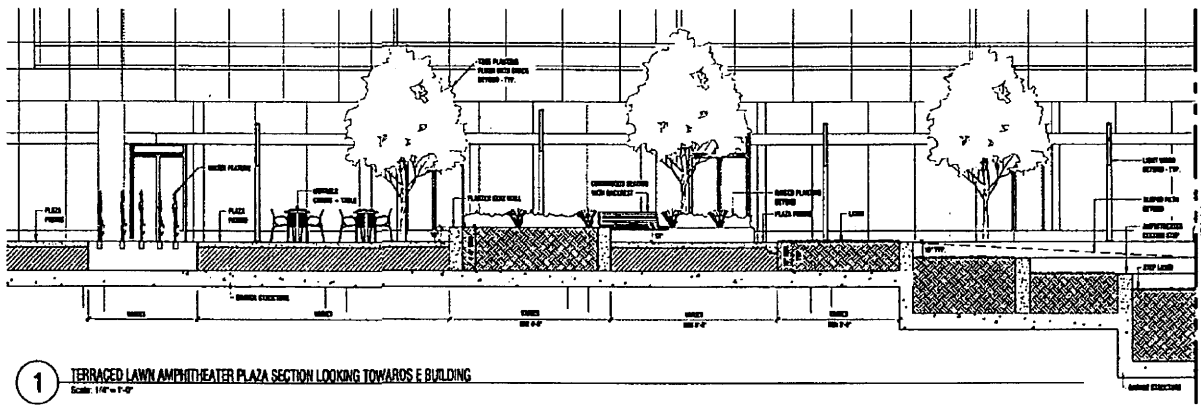
UNION STREET ENTRY ENLARGEMENT PLAN

Perkins Eastman

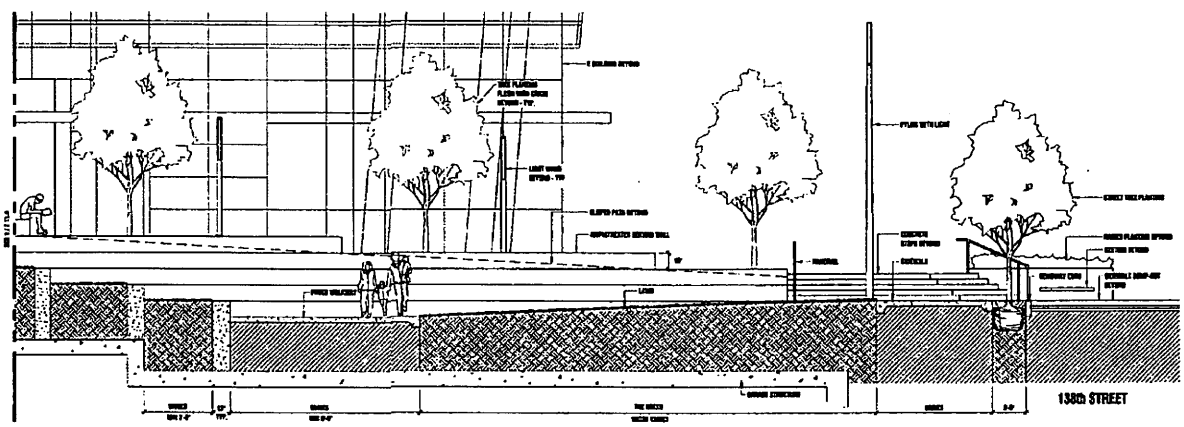
MUNICIPAL LOT #1 REDEVELOPMENT: FLUSHING COMMONS

ILLUSTRATIVE ENLARGED LANDSCAPE PLAN II

Z11.2



1 TERRACED LAWN AMPHITHEATER PLAZA SECTION LOOKING TOWARDS E BUILDING



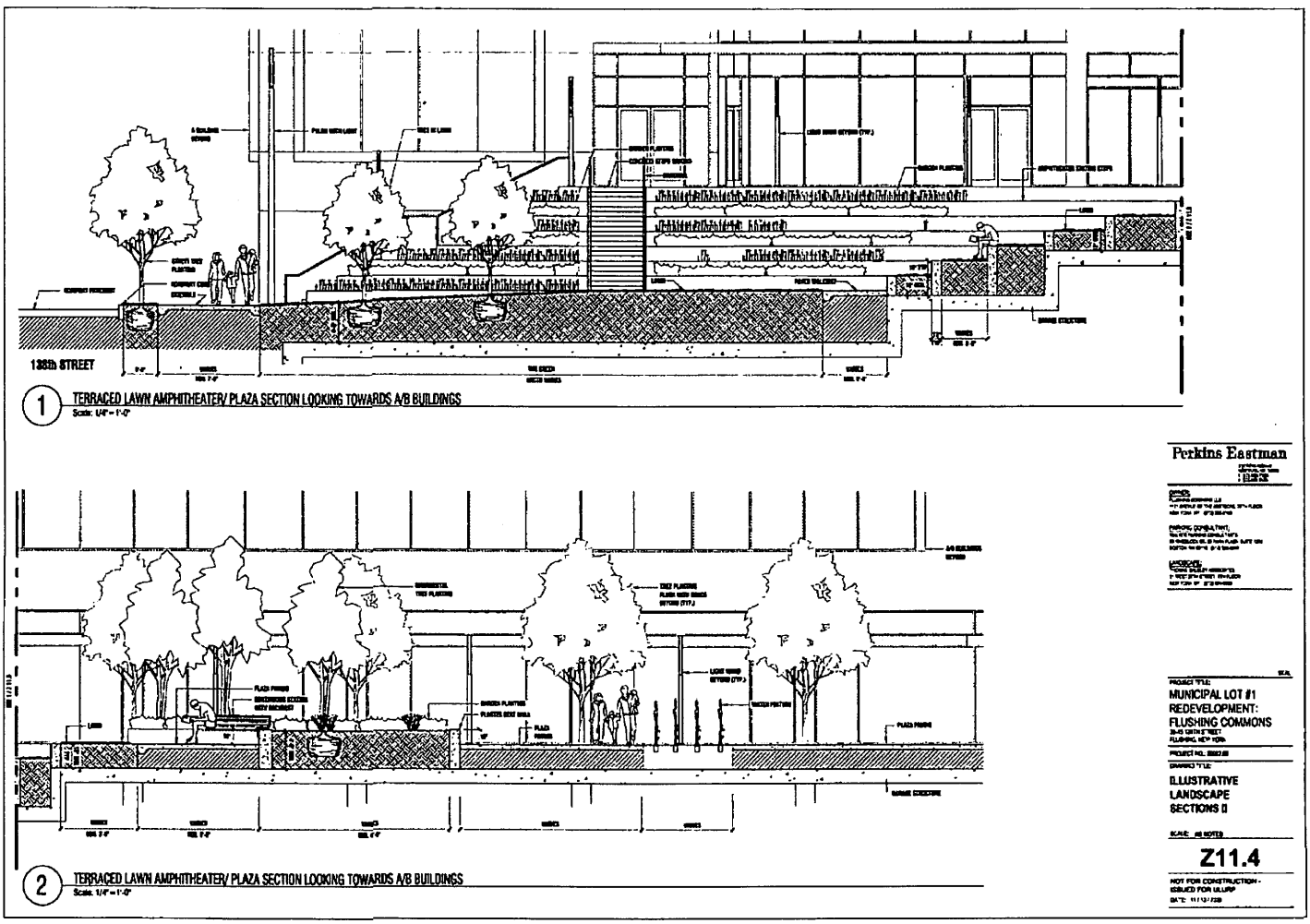
2 TERRACED LAWN AMPHITHEATER PLAZA SECTION LOOKING TOWARDS E BUILDING

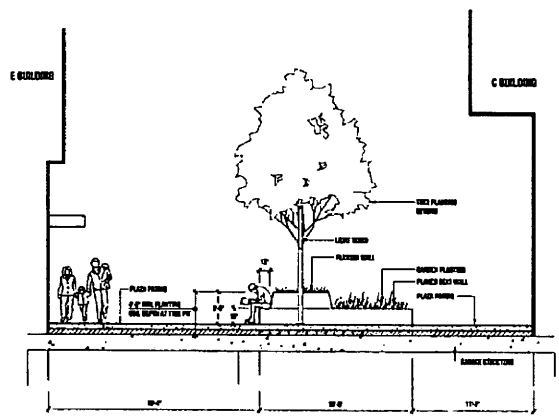
Perkins Eastman

MUNICIPAL LOT #1 REDEVELOPMENT: FLUSHING COMMONS

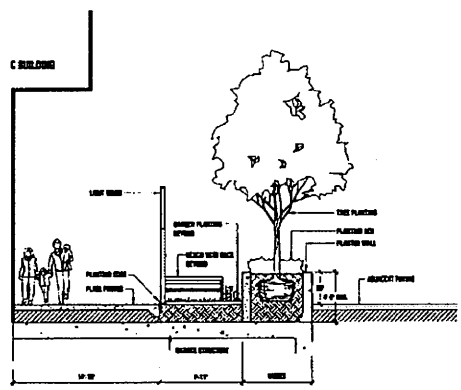
ILLUSTRATIVE LANDSCAPE SECTIONS I

Z11.3

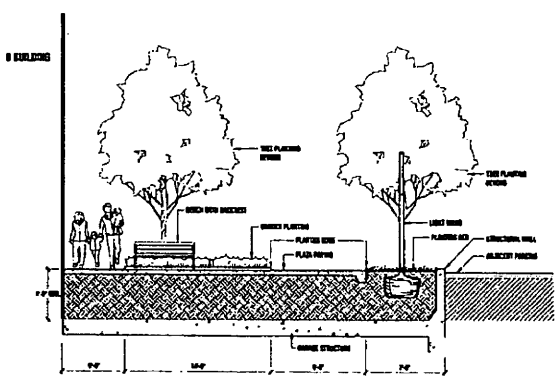

138th STREET
1 TERRACED LAWN AMPHITHEATER/ PLAZA SECTION LOOKING TOWARDS A/B BUILDINGS
Scale: 1/4" = 1'-0"
2 TERRACED LAWN AMPHITHEATER/ PLAZA SECTION LOOKING TOWARDS A/B BUILDINGS
Scale: 1/4" = 1'-0"
Perkins Eastman
MUNICIPAL LOT #1 REDEVELOPMENT: FLUSHING COMMONS
ILLUSTRATIVE LANDSCAPE SECTIONS II
Z11.4



1 CHANNEL GARDENS SECTION
Scale: 1/4" = 1'-0"



3 HERITAGE GARDEN MEWS SECTION AT UNION STREET
Scale: 1/4" = 1'-0"



2 HERITAGE GARDEN MEWS SECTION AT 37TH AVENUE
Scale: 1/4" = 1'-0"

Perkins Eastman

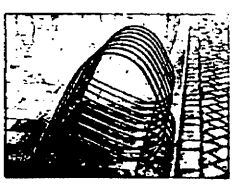
MUNICIPAL LOT #1
REDEVELOPMENT:
FLUSHING COMMONS

ILLUSTRATIVE
LANDSCAPE
SECTIONS III

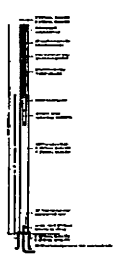
Z11.5



10 LITTER RECEPTACLE

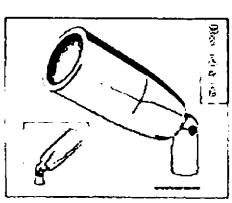


9 BIKE RACK





8 LIGHT WAND

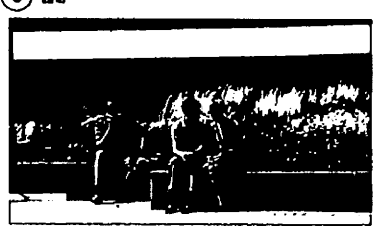


7 TREE UP LIGHT

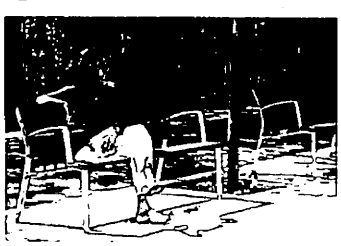




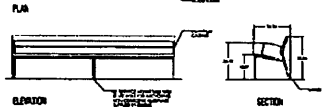
6 IN GROUND ACCENT LIGHTING



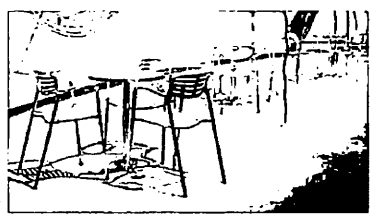
5 PLANTER SEATWALL

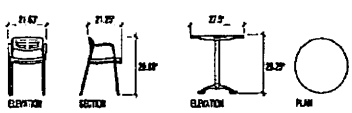






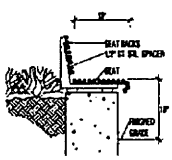
4 BENCH WITH BACKREST



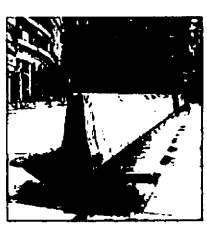


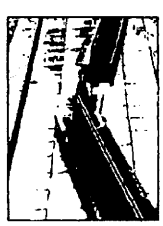
3 MOVABLE TABLE & CHAIRS





2 CONTINUOUS SEATING WITH BACKREST





1 DOUBLE BACK BENCH

NOTE: PHOTO IMAGES ARE TYPICAL SAMPLES FOR ILLUSTRATIVE PURPOSES ONLY

Perkins Eastman

MUNICIPAL LOT #1
REDEVELOPMENT:
FLUSHING COMMONS

ILLUSTRATIVE
SITE
DETAILS

Z11.6

Flushing Commons
Zoning Calculations

Address: 36-15 126th Street
Flushing, NY
Community District: Queens Board 7
Zoning District: C4-4 Proposed
Residential Equivalent: R7
Special Districts: No

Zoning Map: 12a
Block/Lot: Block: 4976/Portion of Lot 23

Application
Section

1. Zoning District
C4-4 Proposed. See Action#1 on Item 4723.0

2. Total Zoning Lot Area
213,112 SF

22-00 3. Uses Permitted
23-00 Use Groups 1-6, 8-10 & 12

4. Uses Proposed
Use Group 2 - Residential
Use Group 4 - Community Facility
Use Group 5 - Hotel
Use Group 6A & C - Retail
Use Group 6B - Office
Use Group 8CA - Retail or Service Establishments
Use Group 12C - Accessory Uses
Use Group 12A - Amusements

36-51; Public Parking Garage.
See Action #4 on Item 4723.0

5. Floor Area Permitted

A. FAR permitted
C4-4
35-121 1) Commercial FAR permitted: 3.4
35-123 2) Community Facility 6.5
35-142 3) Residential FAR permitted 3.44
See Action #3 on Item 4723.0
4) Total 6.9 FAR (max. all uses.

A. Floor Area Permitted

1) Commercial
213,112 X 3.4 = 717,781 SF
2) Community Facility
213,112 X 6.5 = 1,372,728 SF
3) Residential
213,112 x 3.44 = 733,273 SF
4) Maximum = 1,372,224 SF

23-141 B. Floor Area Proposed
Building 1: AB1
Residential - 506,418 SF
Commercial - 111,691 SF
Community Facility- 14,834 SF
TOTAL 663,744 SF

Building 2: C1:
Residential- 144,325 SF
Commercial- 106,471 SF
Community Facility- 71,476 SF
TOTAL 622,553 SF

Building 3: B1
Commercial- 77,236 SF
TOTAL 77,237 SF

RESIDENTIAL TOTAL 670,620 SF
COMMERCIAL TOTAL 605,697 SF
COMMUNITY FACILITY TOTAL 87,810 SF
TOTAL ZSF 1,353,127 SF

738,223 ZSF - Maximum Permitted Residential ZSF

670,620 ZSF Provided
Complies.

The proposed total area and location of uses are subject to change, but the area for each use will not exceed the maximum permitted for each use.

24-10; 28-11; 37. Open Space Regulations

A. Minimum Open Space Required

670,620 SF x 22/100 = 147,536 SF
147.5% SF x 40/100 = 71,760 SF

B. Open Space Provided

85,497 ZSF
Complies.

71,760 SF required pursuant to 24-92(a)(4)
See Action#2,4 on Item 4723.0

23-22 C. Density
35-40 A. Maximum dwelling units permitted

1. Dwelling unit factor:
680

2. Maximum residential floor area permitted R7 equivalent owners:

A. Max. F.A. in C4-4
1,372,220 SF

B. Subtract non-res. floor area provided in R7 equivalent
452,36* SF

C. Res. F.A. permitted for d.u. Calculation
920,721 SF
Exceed* Maximum residential floor area was 738,223 SF

1. Maximum dwelling units permitted
738,223/680 = 1,086 DU's

A. Dwelling units proposed
620 DU's
Complies.

23-46 B. Yard Regulations

23-47 No rear yard required for corner lot
35-24

23-511 +2' rear yard equivalents required on
35-51 through lot for residential use

Rear Yard Proposed = 91'-11"

Does not Comply. See Action #3 on Item 4723.0

23-4711a3Required rear setback for tall buildings

70' setback required from rear yard line above a height of 125'

Does not Comply. See Action #3 on Item 4723.0

23-632 10. Height & Setback Regulations

33-431 Height and Setback Regulations

A. Sky Exposure
Pine Street 5.6:1
Narrow Street 2.7:1

B. Initial Setback:
Pine Street 15' @ 85'
Narrow Street 20' @ 62'

Does not Comply. See Action #3 on Item 4723.0

35-65 C. Max Height of Front Wall
Pine Street 60' or 4 Stories
Narrow Street 55' or 4 Stories

Does not Comply. See Action #3 on Item 4723.0

31-711 13. Distance Between Buildings

A. Max Bldg. Height above Curb Level Required

Bldg Heights	A	B	C	D
Bldg A1 Wall	85	85	85	85
Bldg A2 Wall	85	85	85	85
Bldg B Wall	85	85	85	85
Bldg C Wall	85	85	85	85

B. Distance Between Buildings Proposed
1.Btw Bldg A & Bldg B = 34'-0"
2.Btw Bldg A2 & Bldg B = 40'-10"
3.Btw Bldg B & Bldg C = 44'-5"

Does not Comply. See Action #3 on Item 4723.0

13. Accessory Off-Street Parking Regulations

36-12 A. Maximum size of Group Parking Facility 150Spaces

B. Parking Requirements

36-21 1. Retail & Office use:
1 space/1,000 SF

36-21 1. Community Facility use:
None required

36-31 3. Residential use:
50 % of the number of dwelling units.

C. Proposed Parking

36-21 1. Retail & Office use:
304,843 SF/1,000 = 356 Spaces

36-21 1. Community Facility use:
None required or proposed

36-32 3. Residential use:
620 du's X 50/100 = 310 spaces

4. Total parking required
760 Spaces

B. Parking provided

36-21 760 spaces accessory parking
36-33 816 spaces additional parking
74-512 1,560 Spaces total public parking

Complies. See Action #4 on Item 4723.0

Because the distribution of floor area by use is subject to change, the accessory parking requirement is also subject to change.

1 ZONING CALCULATIONS

2 ACL DIAGRAM

3 ACL CALCULATIONS

4 CPC ACTIONS REQUIRED

Perkins Eastman

PROJECT TITLE:
MUNICIPAL LOT #1
REDEVELOPMENT:
FLUSHING COMMONS
36-15 126TH STREET
FLUSHING, NEW YORK

PROJECT NO.: 20083.00

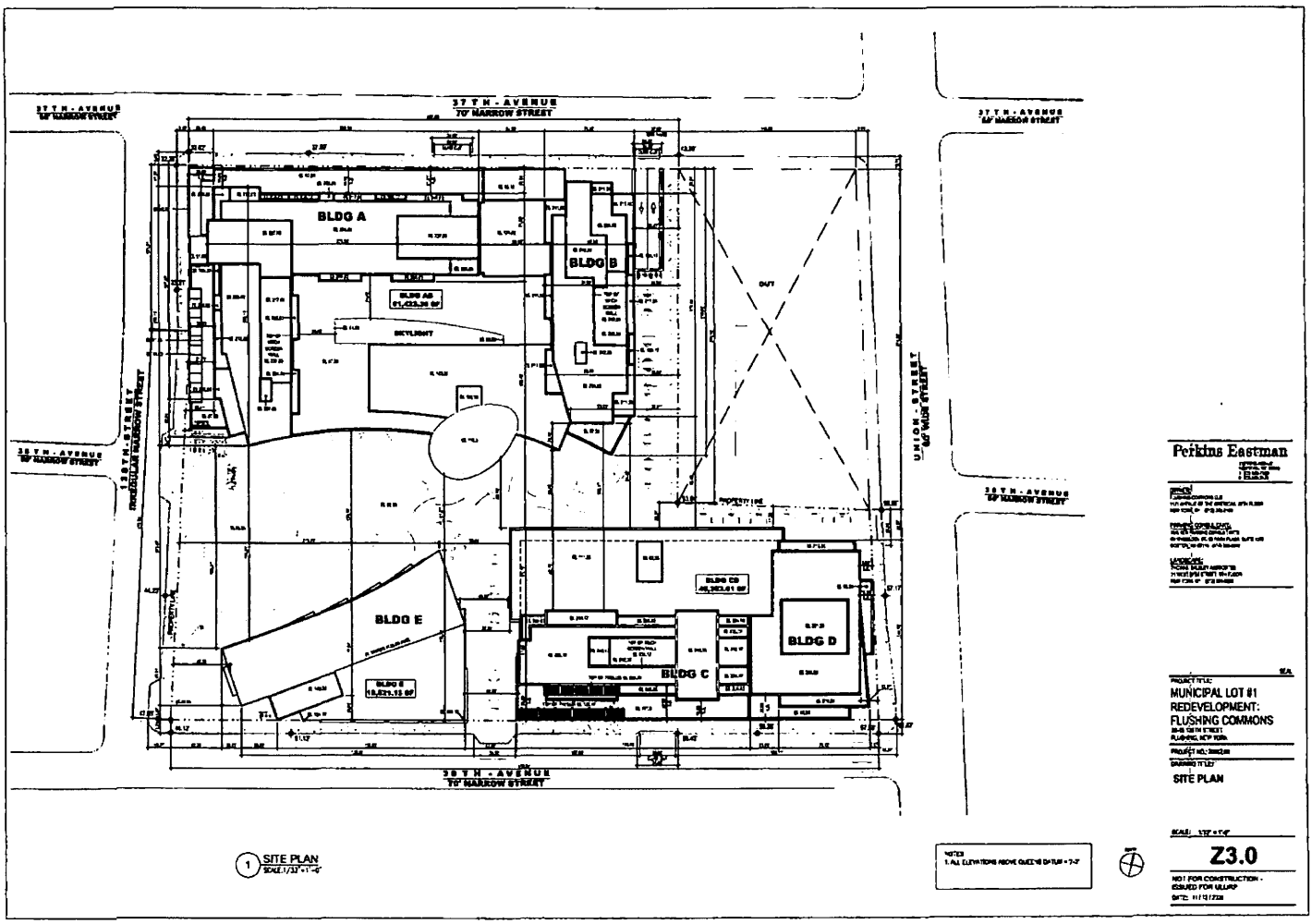
DRAWING TITLE:
ZONING ANALYSIS

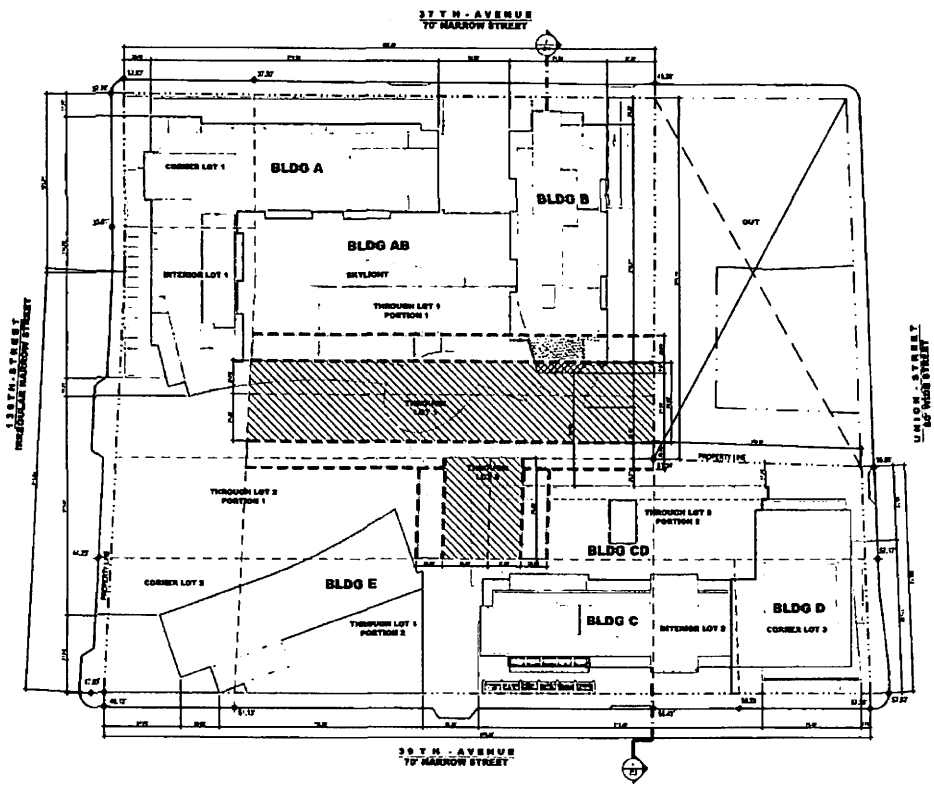
SCALE: AS NOTED

Z2.0

NOT FOR CONSTRUCTION -
ISSUED FOR ULURP

DATE: 07/07/2010


37 T H - AVENUE
70' NARROW STREET
BLDG A
BLDG B
BLDG AB
SKYLIGHT
OUT
BLDG E
BLDG C
BLDG D
BLDG CD
38 T H - AVENUE
70' NARROW STREET
UNION - STREET
80' WIDE STREET
1 SITE PLAN
SCALE: 1/32" = 1'-0"
Perkins Eastman
MUNICIPAL LOT #1
REDEVELOPMENT:
FLUSHING COMMONS
SITE PLAN
Z3.0
NOT FOR CONSTRUCTION -
ISSUED FOR VILLAGE



1 REQUIRED YARDS
SCALE 1/32"=1'-0"

LEGEND

- REQUIRED REAR YARD EQUIVALENT
- REQUIRED REAR YARD SETBACK
- NON-COMPLIANT REAR YARD
- NON-COMPLIANT REAR YARD SETBACK

23-40 B. Yard Regulations

23-47 / 33-76 — No rear yard required for corner lot

23-533 / 35-53 — 60' rear yard equivalents required on through lot for residential use

Rear Yard Proposed - 51'-11"

Does not Comply. See Action #3 on Item 4/Z2.0

23-663(a) Required rear setbacks for tall buildings

20' setback required from rear yard line above a height of 125'

Does not Comply. See Action #3 on Item 4/Z2.0

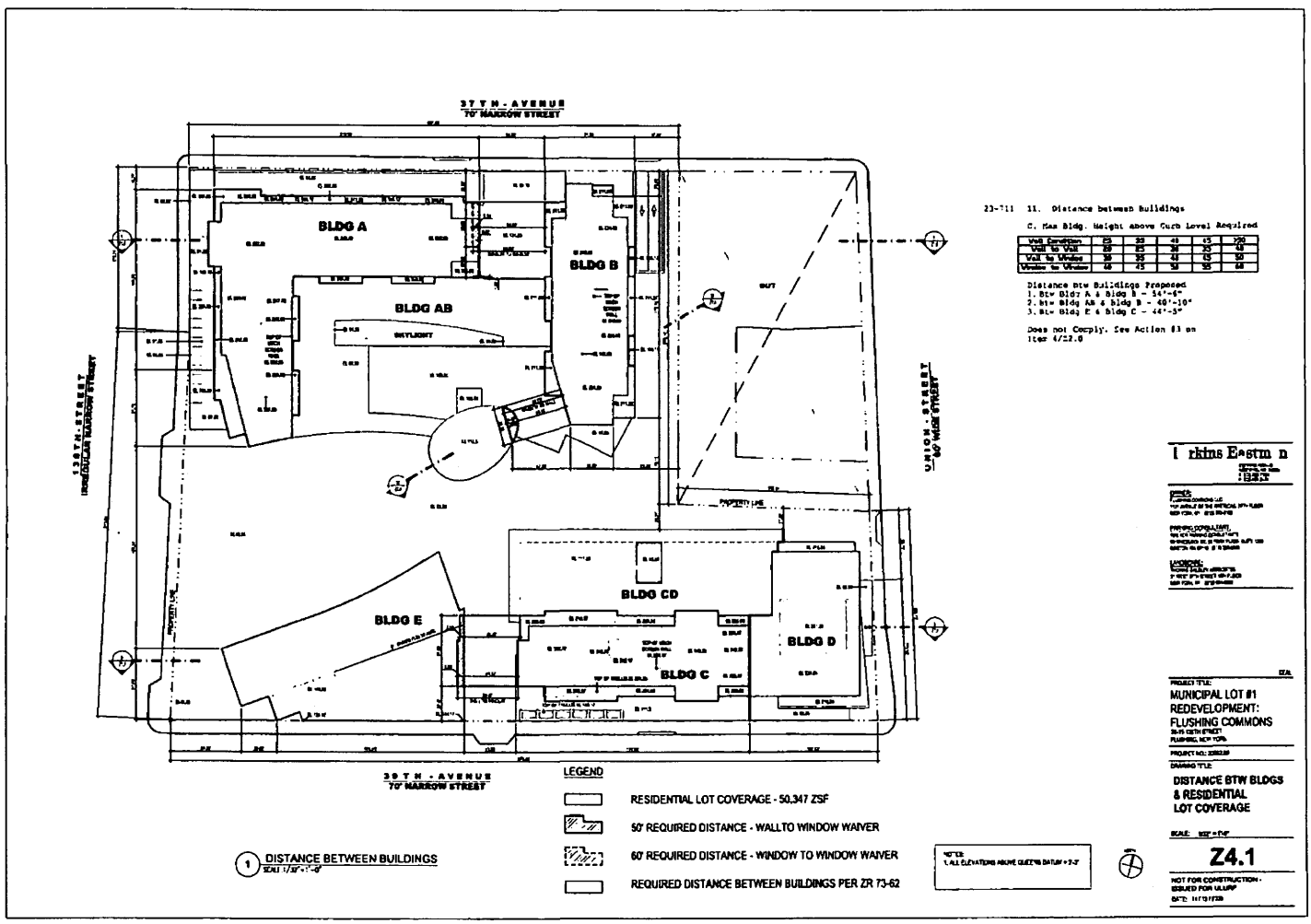
Perkins Eastman

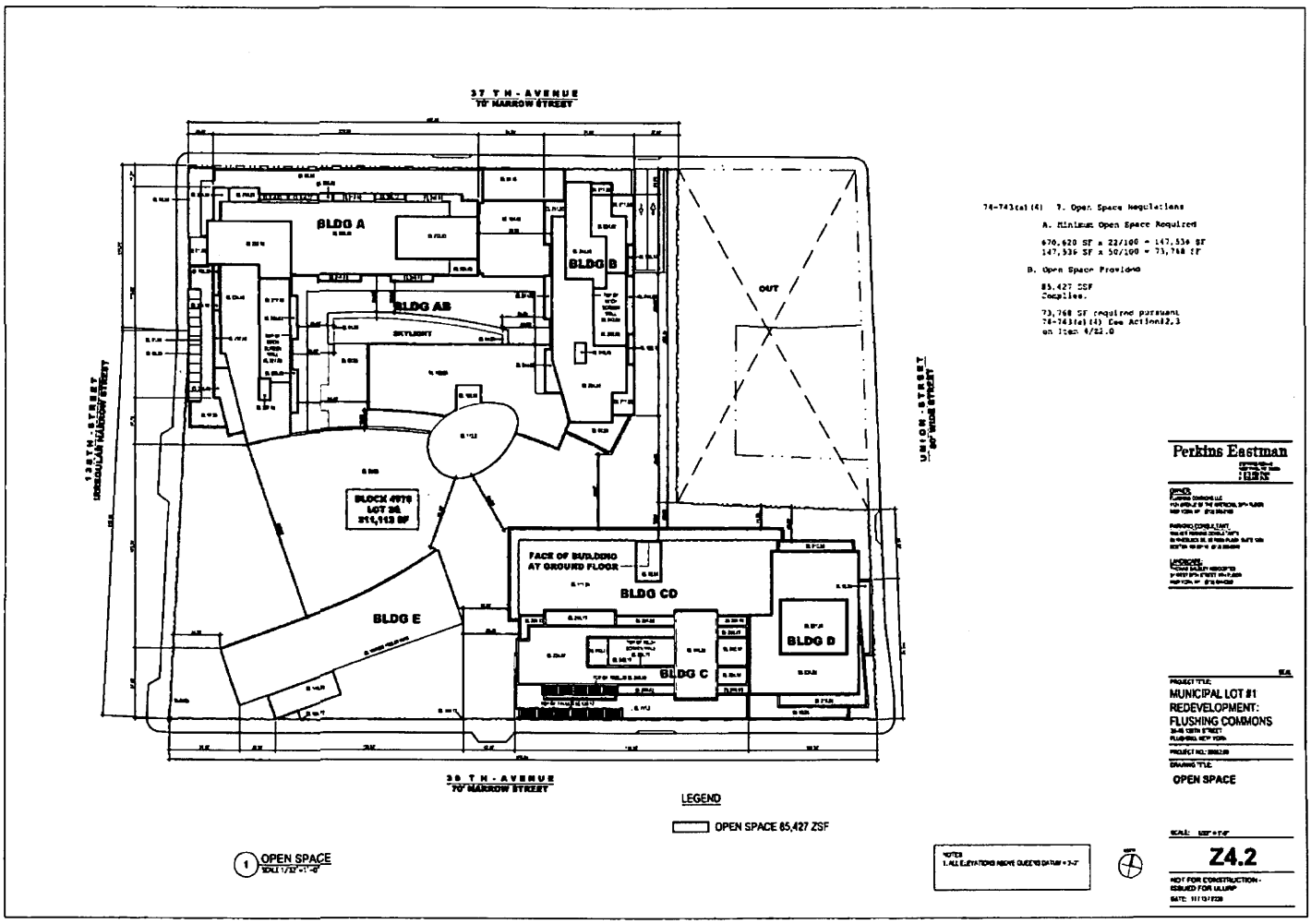
MUNICIPAL LOT #1 REDEVELOPMENT: FLUSHING COMMONS
35-15 120TH STREET
FLUSHING, NEW YORK

REQUIRED YARDS

Z4.0

NOT FOR CONSTRUCTION - ISSUED FOR ULURP


37 TH - AVENUE
70' NARROW STREET
BLDG A
BLDG B
BLDG AB
SKYLIGHT
130TH STREET
UNION STREET
BLDG CD
BLDG E
BLDG D
BLDG C
39 TH - AVENUE
70' NARROW STREET
LEGEND
RESIDENTIAL LOT COVERAGE - 50,347 ZSF
50' REQUIRED DISTANCE - WALL TO WINDOW WAIVER
60' REQUIRED DISTANCE - WINDOW TO WINDOW WAIVER
REQUIRED DISTANCE BETWEEN BUILDINGS PER ZR 73-62
1 DISTANCE BETWEEN BUILDINGS
23-711 11. Distance between Buildings
C. Max Bldg. Height above Curb Level Required
Distance Btw Buildings Proposed
1. Btw Bldg A & Bldg B - 54'-6"
2. Btw Bldg AB & Bldg B - 40'-10"
3. Btw Bldg E & Bldg C - 44'-5"
Does not Comply. See Action #3 on Item 4/22.0
MUNICIPAL LOT #1
REDEVELOPMENT:
FLUSHING COMMONS
DISTANCE BTW BLDGS
& RESIDENTIAL
LOT COVERAGE
Z4.1
NOT FOR CONSTRUCTION -
ISSUED FOR ULURP



74-743(a)(4) Y. Open Space Regulations

A. Minimum Open Space Required

676,620 SF x 22/100 = 147,536 SF
147,536 SF x 50/100 = 73,768 SF

B. Open Space Provided

85,427 SSF
Complies.

73,768 SF required pursuant
74-743(a)(4) See Action#2,3
on Item 4/22.0

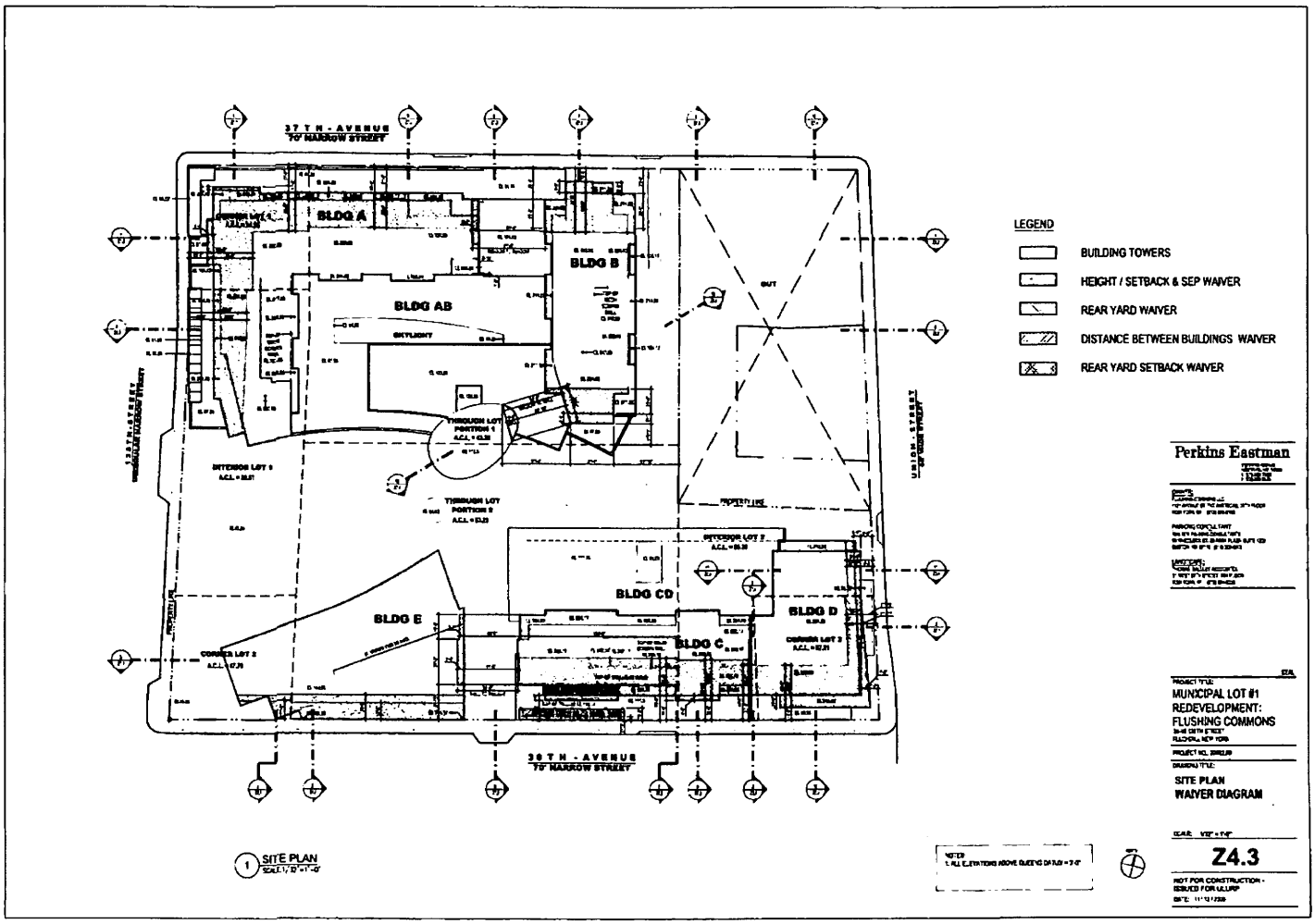
Perkins Eastman

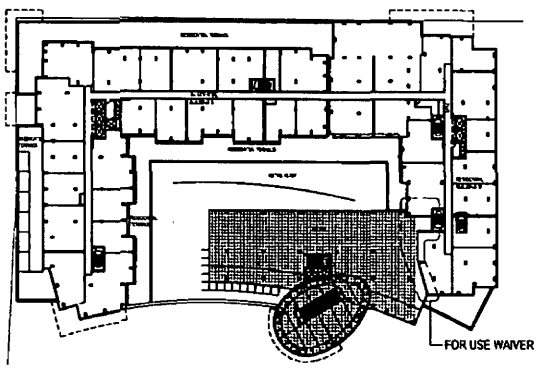
MUNICIPAL LOT #1
REDEVELOPMENT:
FLUSHING COMMONS

OPEN SPACE

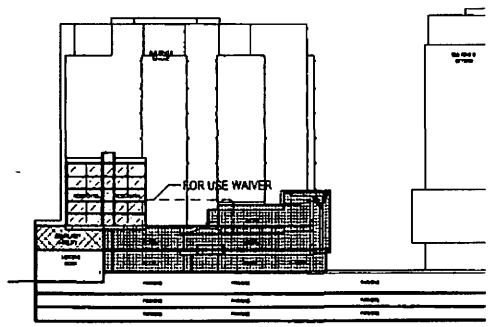
Z4.2

NOT FOR CONSTRUCTION -
ISSUED FOR ULURP

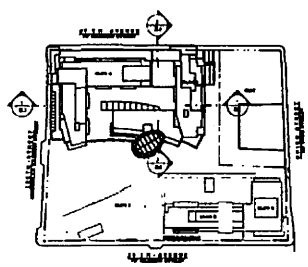

37 T H - AVENUE
TO NARROW STREET
BLDG A
BLDG B
BLDG AB
SKYLIGHT
BLDG E
BLDG CD
BLDG C
BLDG D
38 T H - AVENUE
TO NARROW STREET
LEGEND
BUILDING TOWERS
HEIGHT / SETBACK & SEP WAIVER
REAR YARD WAIVER
DISTANCE BETWEEN BUILDINGS WAIVER
REAR YARD SETBACK WAIVER
Perkins Eastman
MUNICIPAL LOT #1
REDEVELOPMENT:
FLUSHING COMMONS
SITE PLAN
WAIVER DIAGRAM
Z4.3
1 SITE PLAN



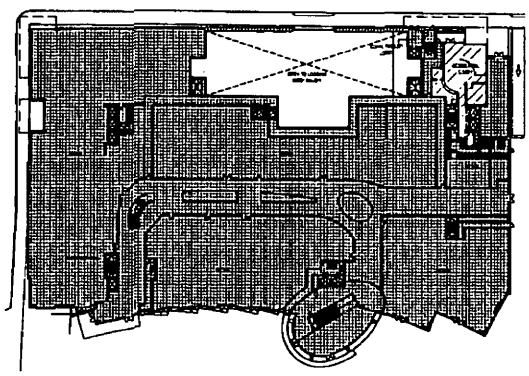
4 BUILDING AB 3RD & 4TH FLOOR PLAN



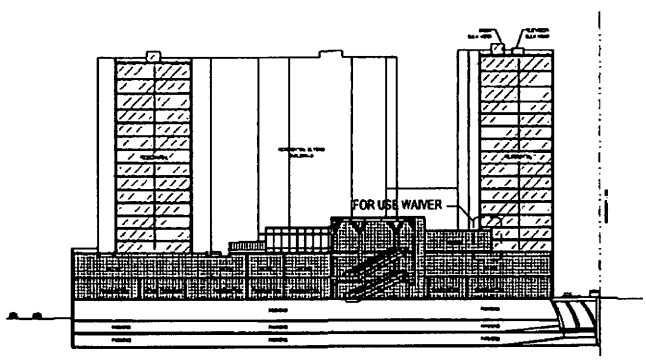
2 BUILDING A & PODIUM AB SECTION



KEYPLAN



3 BUILDING AB GROUND FLOOR PLAN



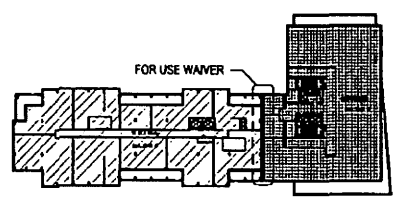
1 BUILDING AB SECTION

Perkins Eastman

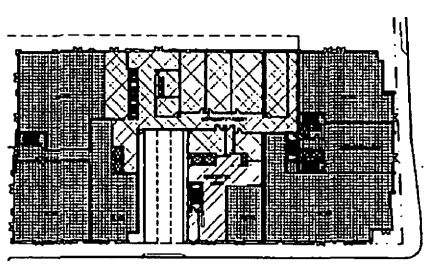
MUNICIPAL LOT #1 REDEVELOPMENT: FLUSHING COMMONS

USE REGULATION WAIVER DIAGRAM I (BUILDING AB)

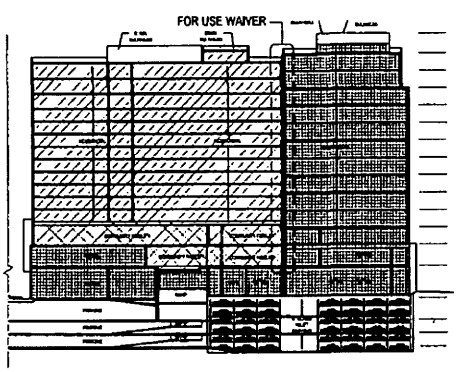
Z5.0



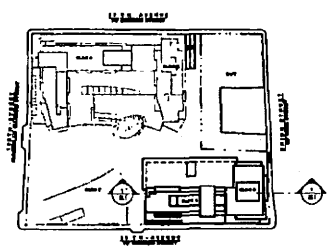
3 BUILDING CD: RES. FLRS 4-15 & OFFICE FLRS 4-13 FLOOR PLAN



2 BUILDING CD GROUND FLOOR PLAN



1 BUILDING CD SECTION



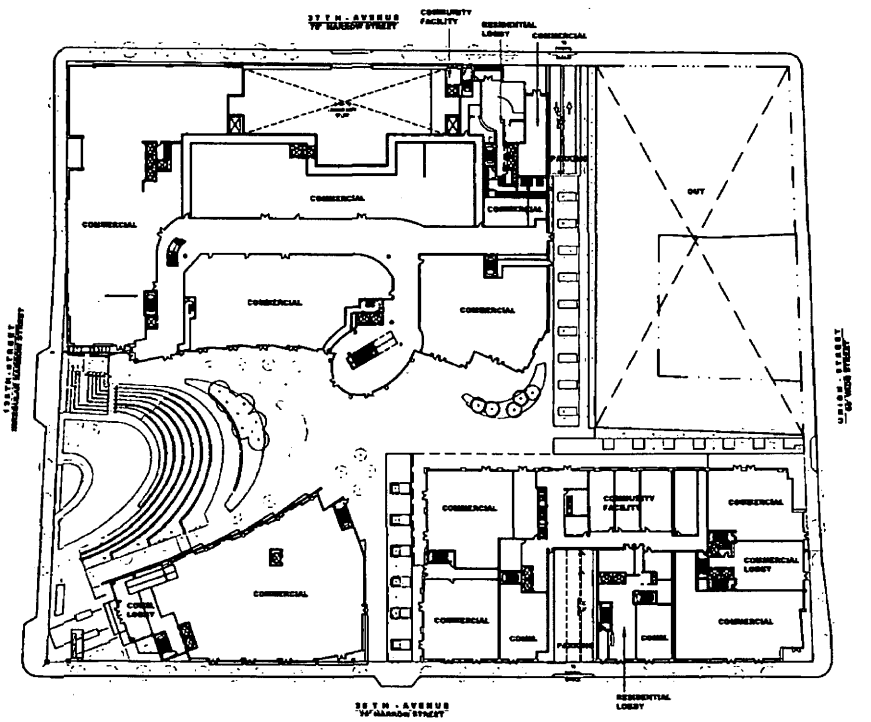
KEYPLAN

Perkins Eastman

MUNICIPAL LOT #1
REDEVELOPMENT:
FLUSHING COMMONS

USE REGULATION
WAIVER DIAGRAM II
(BUILDING CD)

Z5.1



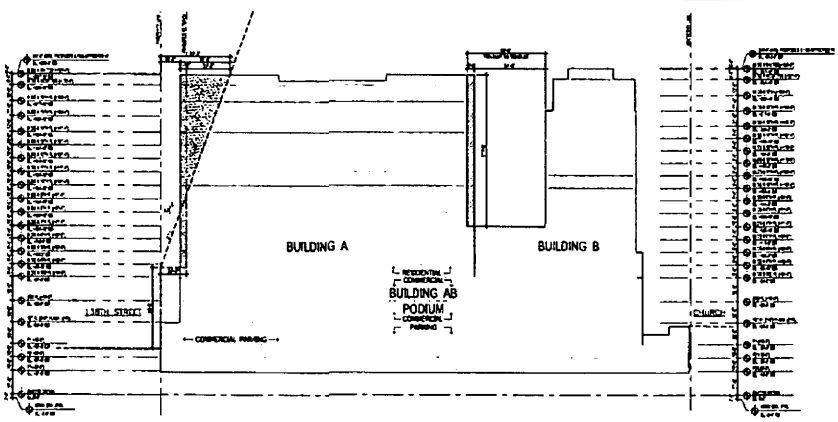
1 GROUND FLOOR PLAN

Perkins Eastman

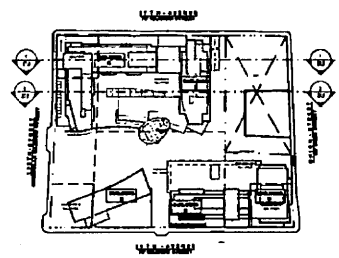
MUNICIPAL LOT #1 REDEVELOPMENT: FLUSHING COMMONS

GROUND FLOOR PLAN

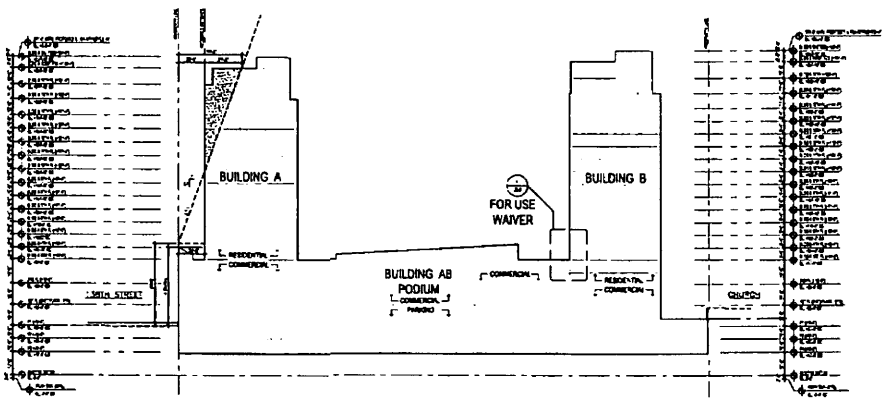
Z6.0



1 BUILDING A & B SECTION
SCALE: 1/32"=1'-0"



KEYPLAN
SCALE: 1/64"=1'-0"



2 BUILDING A & B SECTION
SCALE: 1/32"=1'-0"

23-532 10. Height & Setback Regulations

33-432 Height and Setback Regulations

A. Sky Exposure
Wide Street 5.6:1
Narrow Street 2.7:1
B. Initial Setback
Wide Street 15' @ 60'
Narrow Street 20' @ 60'
Does not Comply. See Action #3 on Item 4/Z2.0

35-62 A. Max Height of Front Wall
Wide Street:60' or 4 Stories
Narrow Street 60' or 4 Stories

Does not Comply. See Action #3 on Item 4/Z2.0

NOTES
1. ALL ELEVATIONS ABOVE QUEENS DATUM +3'-0"

Perkins Eastman

PROJECT TITLE:
MUNICIPAL LOT #1
REDEVELOPMENT:
FLUSHING COMMONS
35-45 159TH STREET
FLUSHING, NEW YORK

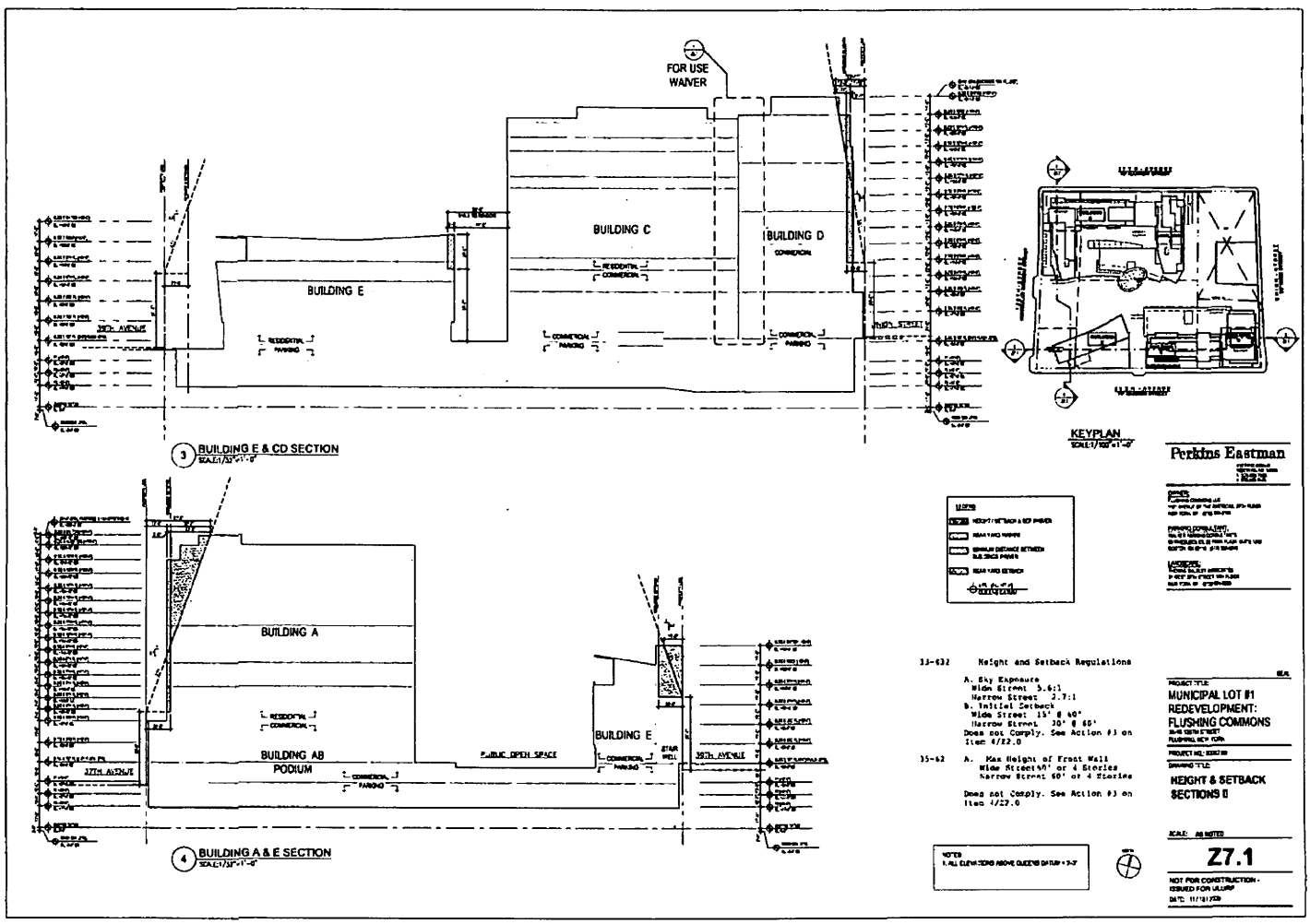
PROJECT NO:

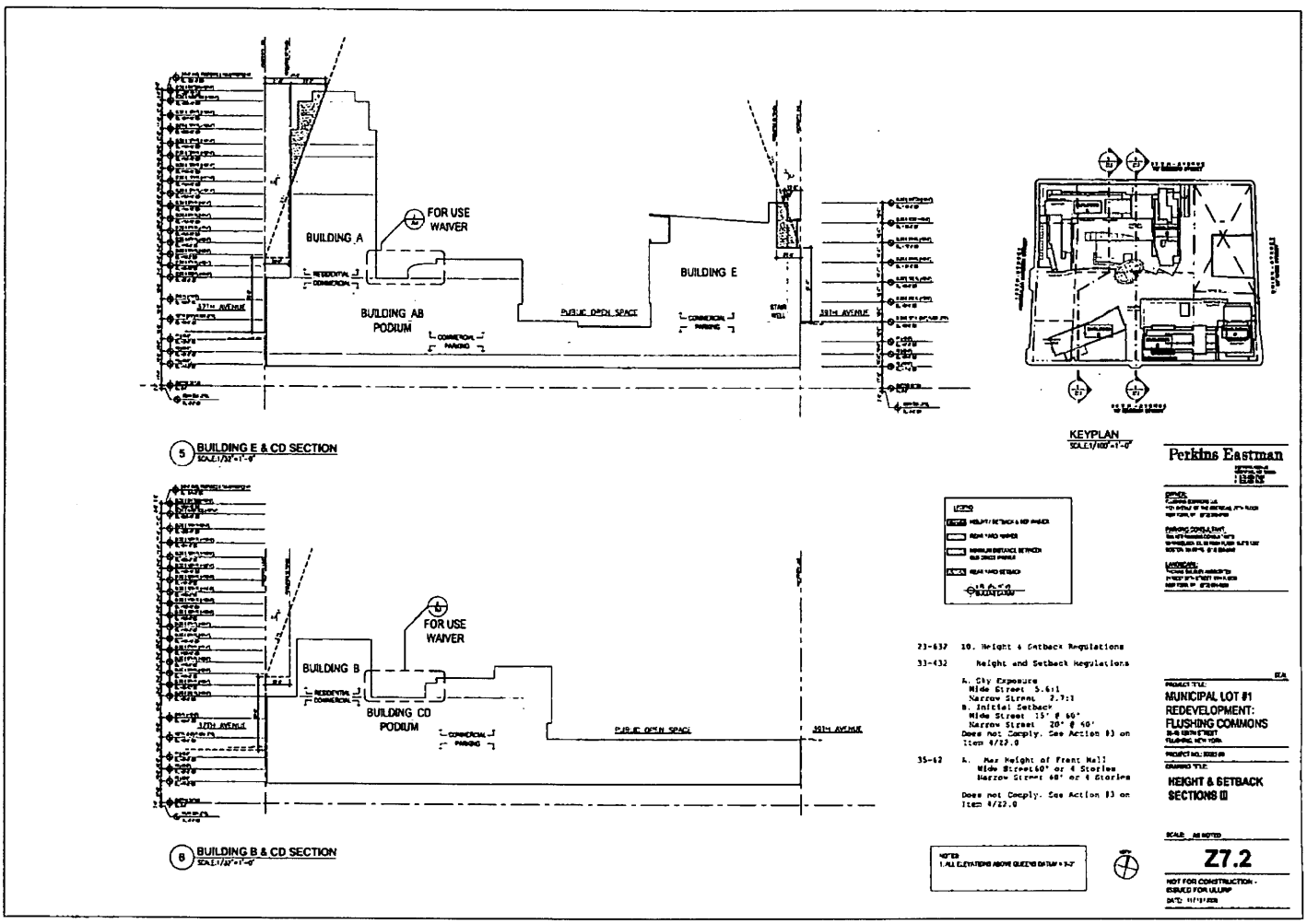
DRAWING TITLE:
HEIGHT & SETBACK
SECTIONS I

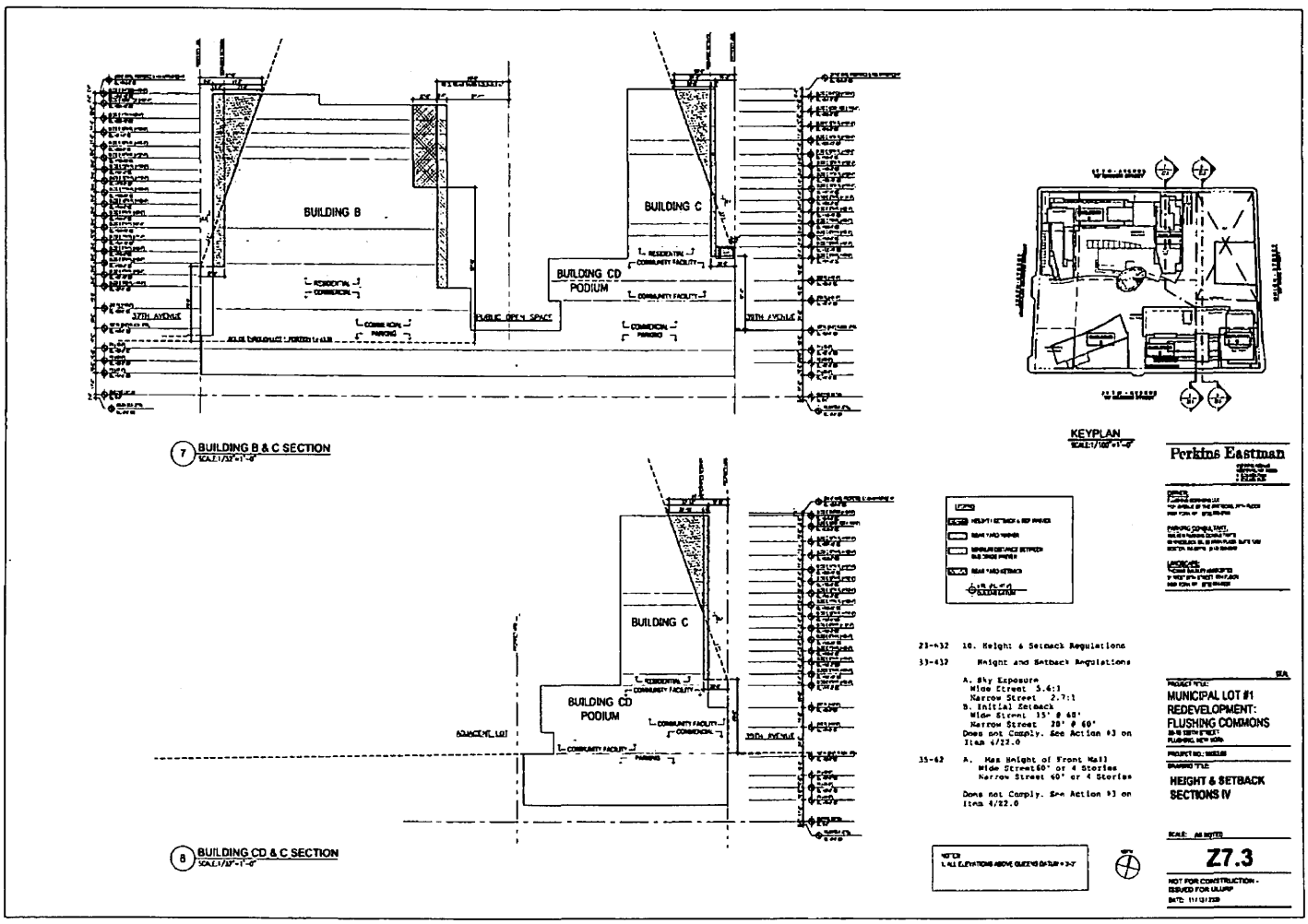
SCALE: AS NOTED

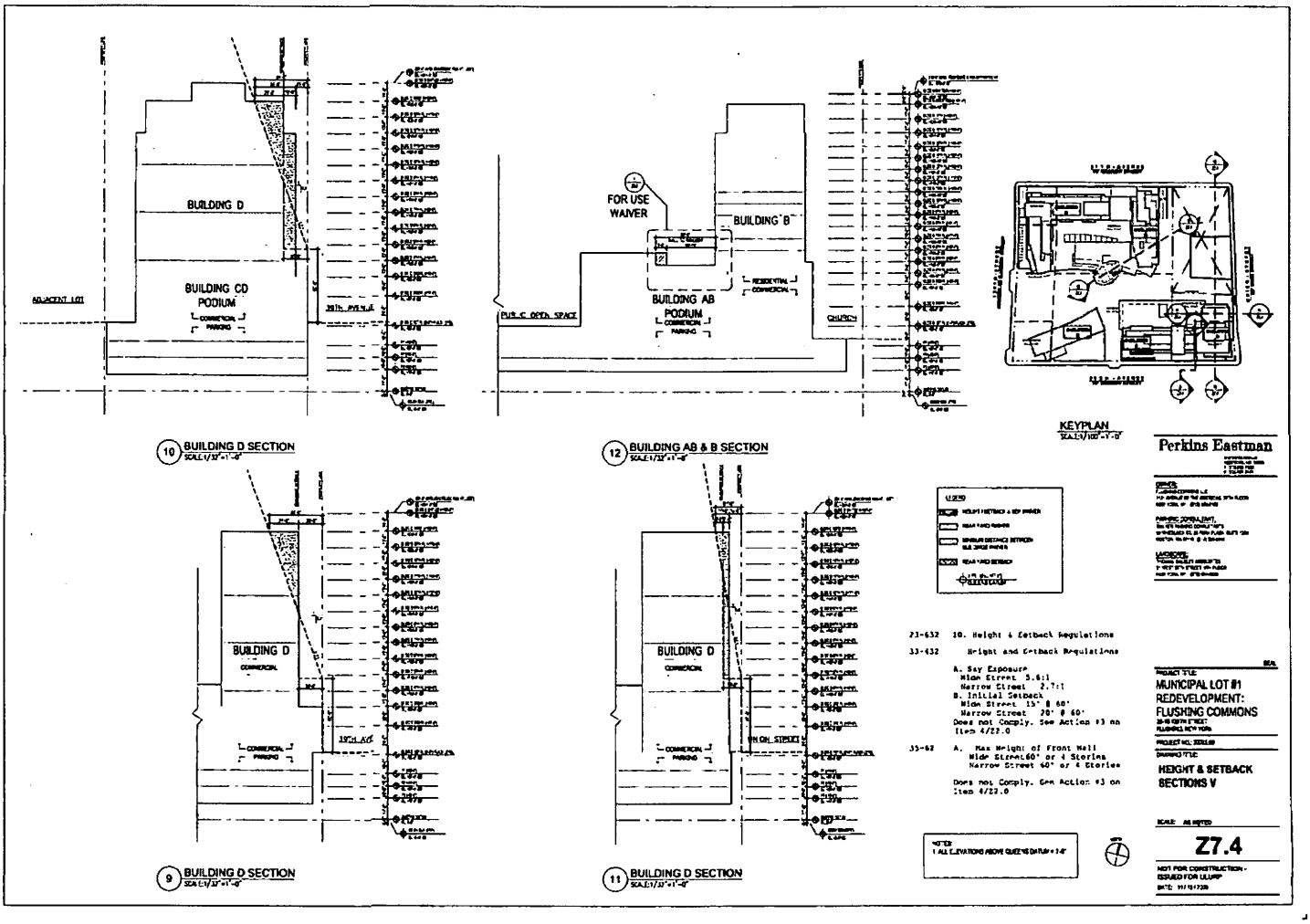
Z7.0

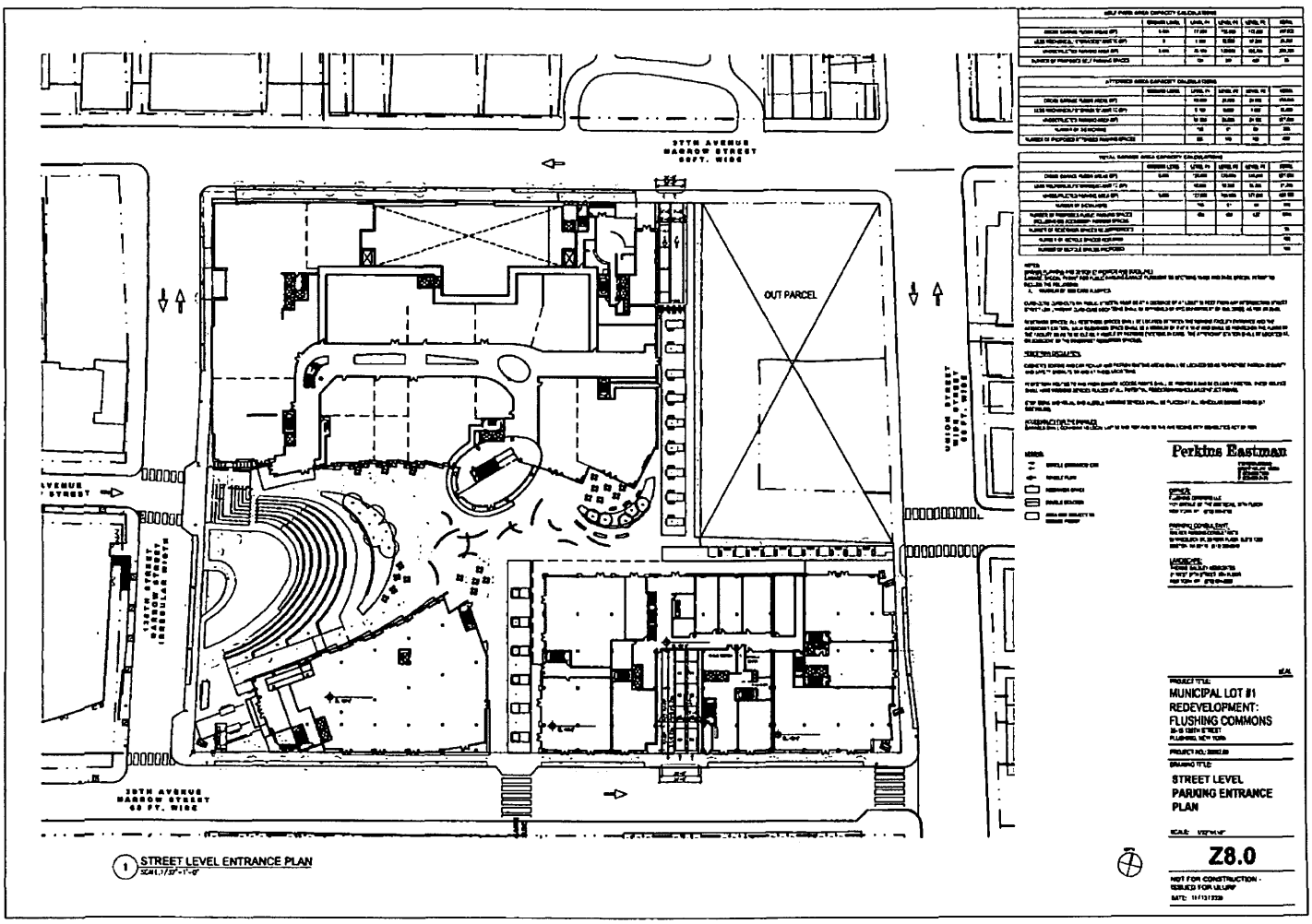
NOT FOR CONSTRUCTION -
ISSUED FOR ULURP
DATE: 11/13/08

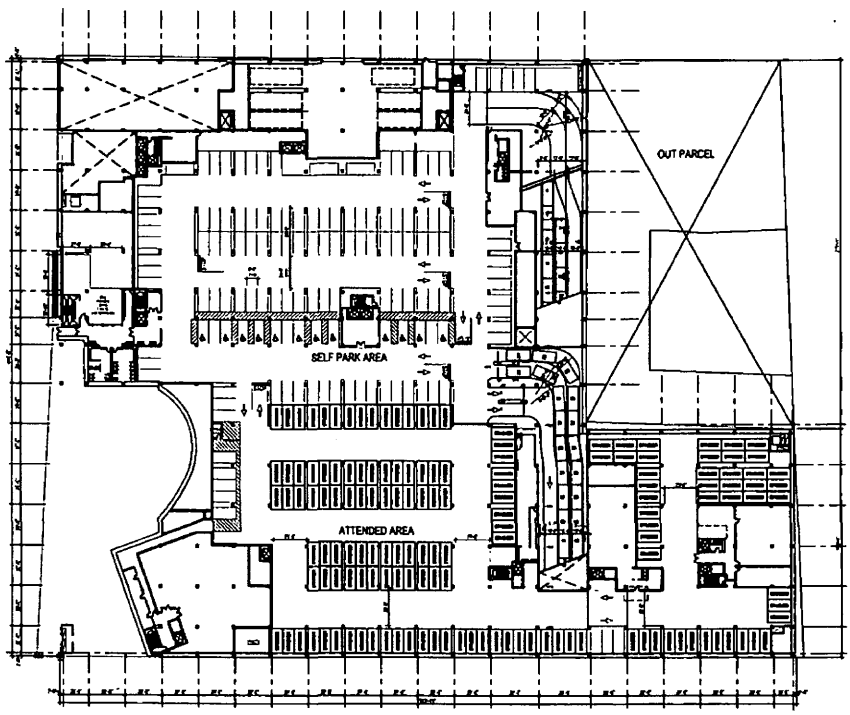

FOR USE WAIVER
BUILDING C
BUILDING D
BUILDING E
3 BUILDING E & CD SECTION
KEYPLAN
BUILDING A
BUILDING AB PODIUM
BUILDING E
PUBLIC OPEN SPACE
4 BUILDING A & E SECTION
Perkins Eastman
33-432 Height and Setback Regulations
A. Sky Exposure
Wide Street 5.6:1
Narrow Street 2.7:1
B. Initial Setback
Wide Street 15' @ 40'
Narrow Street 10' @ 60'
Does not Comply. See Action #3 on Item 4/27.0
35-62 A. Max Height of Front Wall
Wide Street 85' or 6 Stories
Narrow Street 60' or 4 Stories
Does not Comply. See Action #3 on Item 4/27.0
MUNICIPAL LOT #1 REDEVELOPMENT: FLUSHING COMMONS
HEIGHT & SETBACK SECTIONS II
Z7.1


BUILDING A
FOR USE WAIVER
BUILDING AB PODIUM
PUBLIC OPEN SPACE
BUILDING E
37TH AVENUE
38TH AVENUE
5 BUILDING E & CD SECTION
KEYPLAN
BUILDING B
FOR USE WAIVER
BUILDING CD PODIUM
PUBLIC OPEN SPACE
37TH AVENUE
38TH AVENUE
8 BUILDING B & CD SECTION
23-632 10. Height & Setback Regulations
33-432 Height and Setback Regulations
A. Sky Exposure
Wide Street 5.6:1
Narrow Street 2.7:1
B. Initial Setback
Wide Street 15' @ 60'
Narrow Street 20' @ 60'
Does not Comply. See Action B3 on Item 4/22.0
35-62 A. Max Height of Front Wall
Wide Street:60' or 6 Stories
Narrow Street 60' or 6 Stories
Does not Comply. See Action B3 on Item 4/22.0
Perkins Eastman
MUNICIPAL LOT #1 REDEVELOPMENT: FLUSHING COMMONS
HEIGHT & SETBACK SECTIONS III
Z7.2


BUILDING B
BUILDING C
BUILDING CD
PODIUM
PUBLIC OPEN SPACE
37TH AVENUE
RESIDENTIAL
COMMERCIAL
COMMUNITY FACILITY
PARKING
7 BUILDING B & C SECTION
BUILDING C
BUILDING CD
PODIUM
8 BUILDING CD & C SECTION
KEYPLAN
23-432 10. Height & Setback Regulations
33-432 Height and Setback Regulations
A. Sky Exposure
Wide Street 5.6:1
Narrow Street 2.7:1
B. Initial Setback
Wide Street 15' @ 60'
Narrow Street 20' @ 60'
Does not Comply. See Action #3 on Item 4/22.0
35-62 A. Max Height of Front Wall
Wide Street 60' or 4 Stories
Narrow Street 60' or 4 Stories
Does not Comply. See Action #3 on Item 4/22.0
Perkins Eastman
MUNICIPAL LOT #1
REDEVELOPMENT:
FLUSHING COMMONS
HEIGHT & SETBACK
SECTIONS IV
Z7.3
NOT FOR CONSTRUCTION -
ISSUED FOR ULURP


BUILDING D
BUILDING CD PODIUM
ADJACENT LOT
FOR USE WAIVER
BUILDING B
BUILDING AB PODIUM
PUB. C OPEN SPACE
CHURCH
KEYPLAN
10 BUILDING D SECTION
12 BUILDING AB & B SECTION
9 BUILDING D SECTION
11 BUILDING D SECTION
23-632 10. Height & Setback Regulations
33-632 Height and Setback Regulations
A. Sky Exposure
Wide Street 5.6:1
Narrow Street 2.7:1
B. Initial Setback
Wide Street 15' @ 60'
Narrow Street 20' @ 60'
Does not Comply. See Action #3 on Item 4/22.0
33-62 A. Max Height of Front Wall
Wide Street:60' or 4 Stories
Narrow Street 60' or 4 Stories
Does not Comply. See Action #3 on Item 4/22.0
Perkins Eastman
MUNICIPAL LOT #1 REDEVELOPMENT: FLUSHING COMMONS
HEIGHT & SETBACK SECTIONS V
Z7.4


OUT PARCEL
Perkins Eastman
MUNICIPAL LOT #1
REDEVELOPMENT:
FLUSHING COMMONS
STREET LEVEL
PARKING ENTRANCE
PLAN
Z8.0
1 STREET LEVEL ENTRANCE PLAN



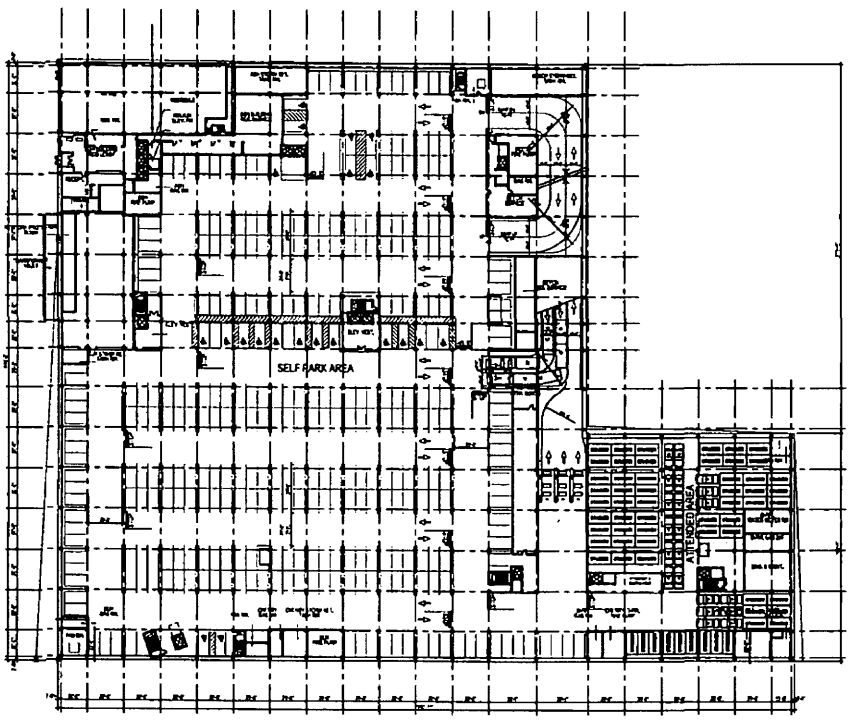
1 P1 PARKING LEVEL PLAN

Perkins Eastman

PROJECT TITLE:
MUNICIPAL LOT #1
REDEVELOPMENT:
FLUSHING COMMONS

DRAWING TITLE:
1ST LEVEL CELLAR /
P1 PARKING LEVEL PLAN

Z8.1



1 P2 PARKING LEVEL PLAN

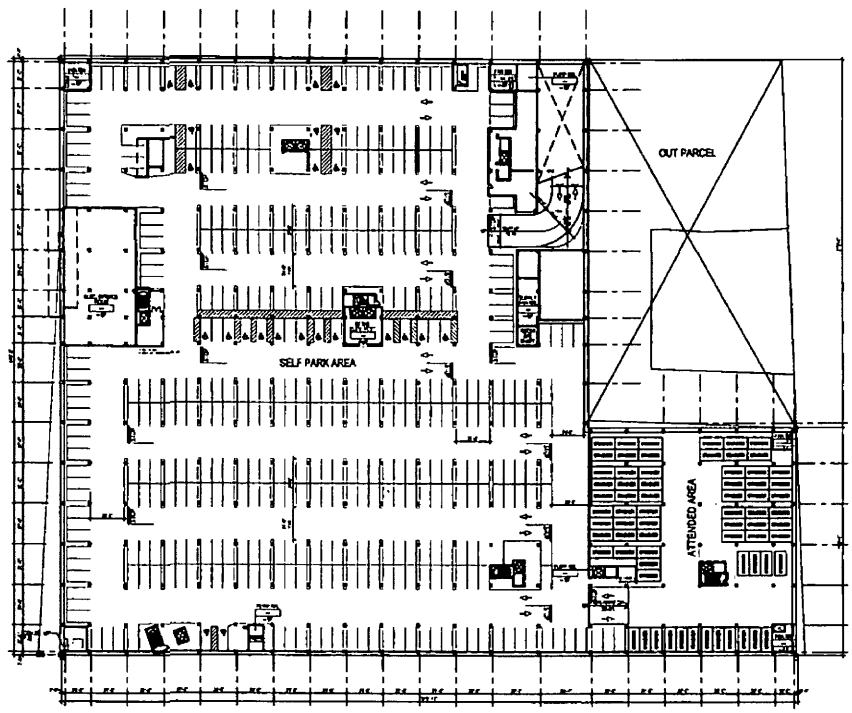
Perkins Eastman

PROJECT TITLE:
MUNICIPAL LOT #1
REDEVELOPMENT:
FLUSHING COMMONS

DRAWING TITLE:
2ND LEVEL CELLAR /
P2 PARKING LEVEL PLAN

Z8.2

NOT FOR CONSTRUCTION -
ISSUED FOR ULURP



1 P3 PARKING LEVEL PLAN

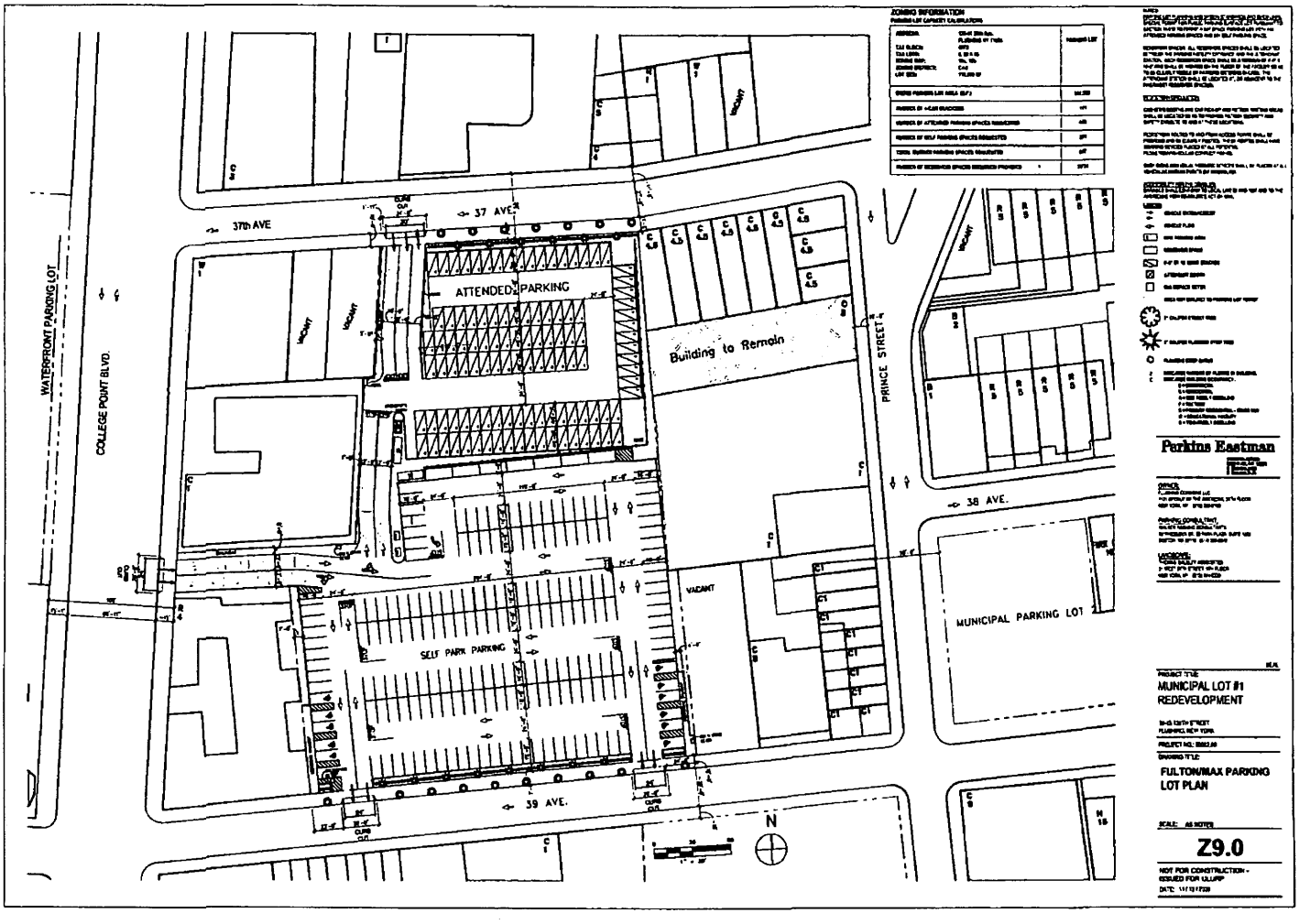
Perkins Eastman

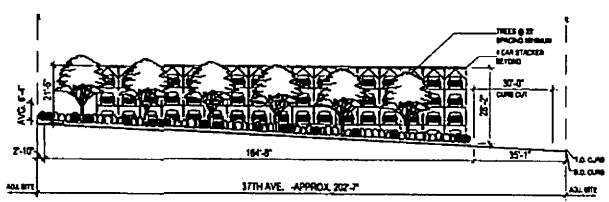
PROJECT TITLE:
MUNICIPAL LOT #1
REDEVELOPMENT:
FLUSHING COMMONS

DRAWING TITLE:
3RD LEVEL CELLAR /
P3 PARKING LEVEL PLAN

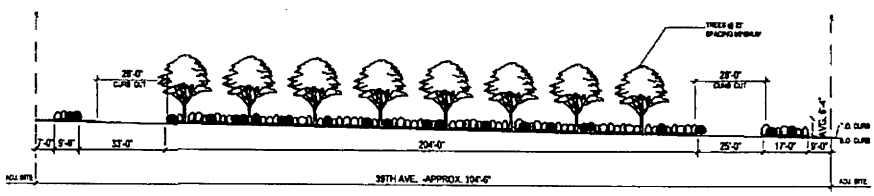
Z8.3

NOT FOR CONSTRUCTION -
ISSUED FOR ULURP

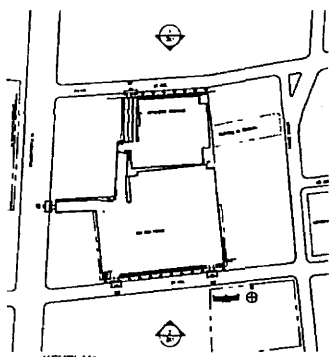

37th AVE
37 AVE.
ATTENDED PARKING
Building to Remain
PRINCE STREET
38 AVE.
WATERFRONT PARKING LOT
COLLEGE POINT BLVD.
VACANT
SELF PARK PARKING
MUNICIPAL PARKING LOT
39 AVE.
N
Perkins Eastman
MUNICIPAL LOT #1
REDEVELOPMENT
FULTON/MAX PARKING
LOT PLAN
Z9.0



1 37TH AVENUE ELEVATION
SCALE:1/16"=1'-0"



2 39TH AVENUE ELEVATION
SCALE:1/16"=1'-0"



LEGEND:

CAR STACKER

NOTES:
1. ALL ELEVATIONS ABOVE CURB'S DATUM +/- 0.5'
2. DRAWINGS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY

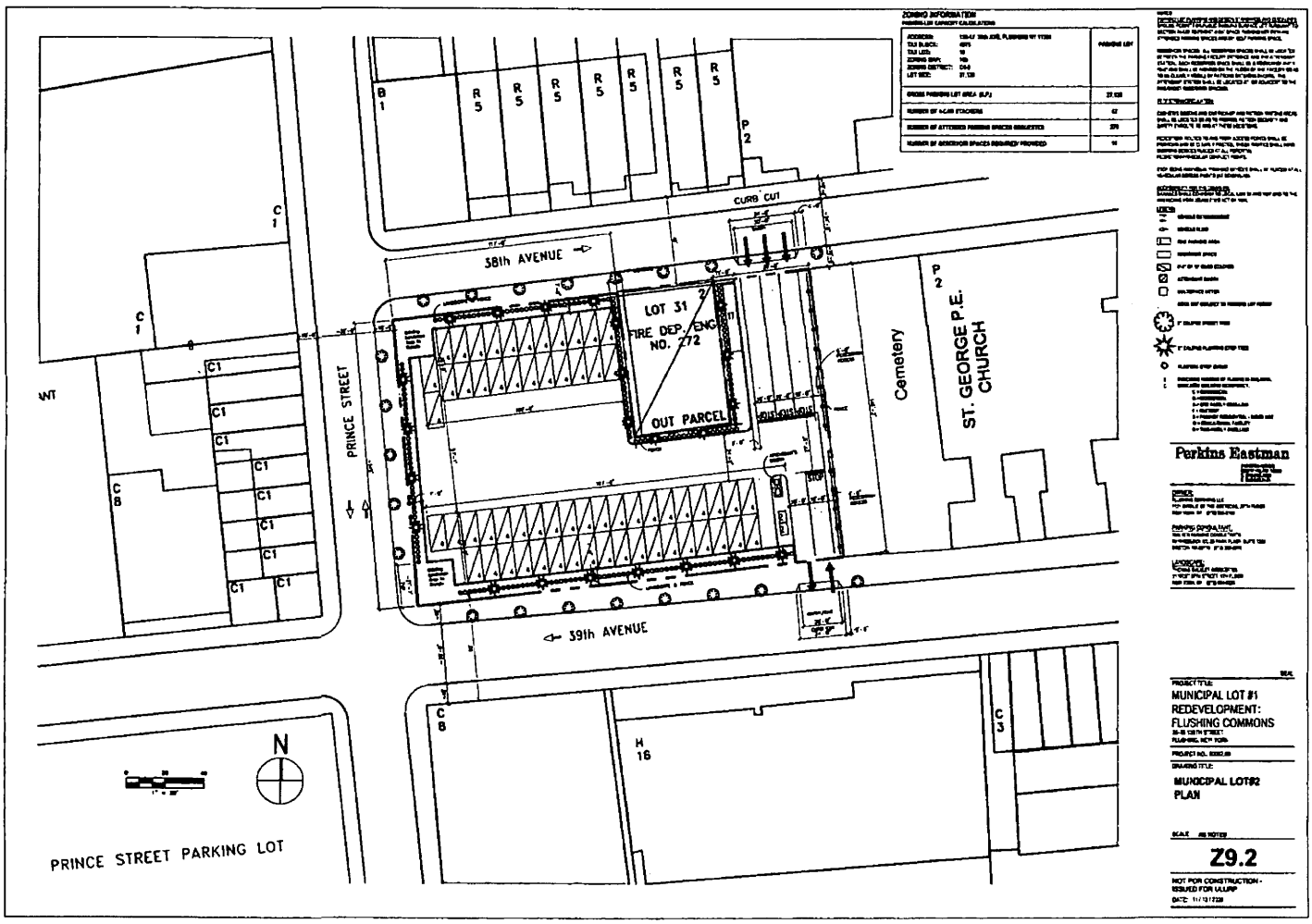
Perkins Eastman

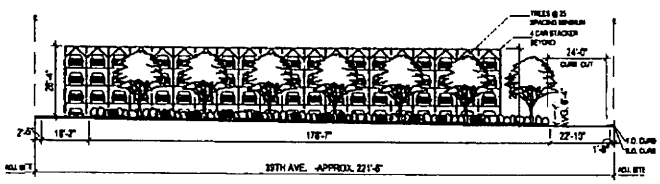
MUNICIPAL LOT #1 REDEVELOPMENT

FULTON / MAX PARKING LOT ELEVATIONS

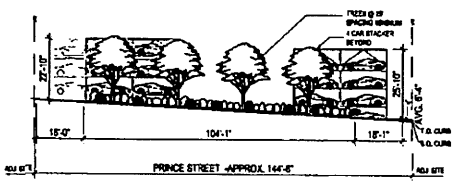
Z9.1

NOT FOR CONSTRUCTION - ISSUED FOR ULURP

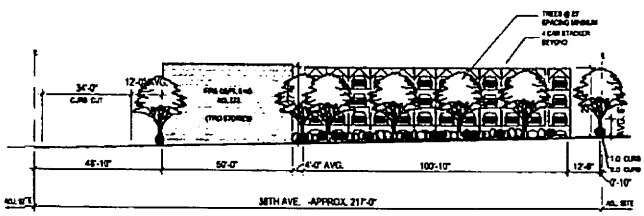

ZONING INFORMATION
CURB CUT
38th AVENUE
LOT 31
FIRE DEP. ENG
NO. 272
OUT PARCEL
PRINCE STREET
Cemetery
ST. GEORGE P.E.
CHURCH
39th AVENUE
PRINCE STREET PARKING LOT
N
Perkins Eastman
PROJECT TITLE:
MUNICIPAL LOT #1
REDEVELOPMENT:
FLUSHING COMMONS
DRAWING TITLE:
MUNICIPAL LOT#2
PLAN
Z9.2



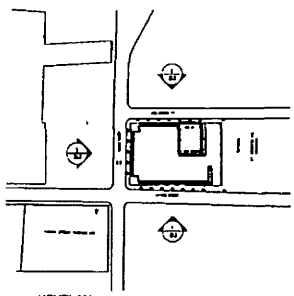
1 39TH AVENUE ELEVATION



2 PRINCE STREET ELEVATION



3 38TH AVENUE ELEVATION



KEYPLAN

LEGEND:

CAR STACKER

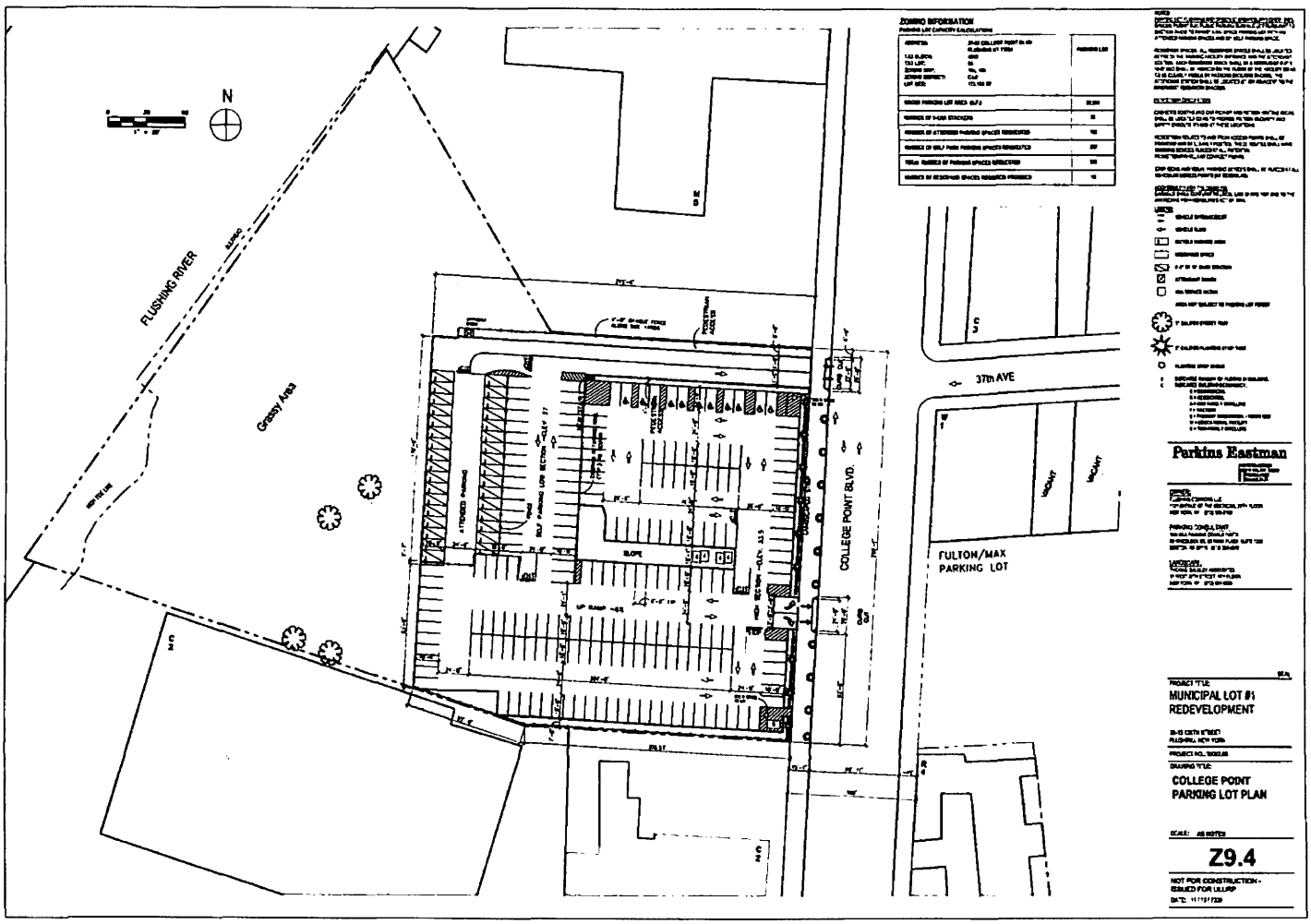
Perkins Eastman

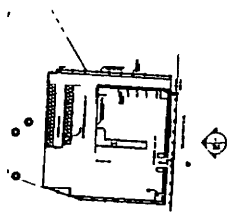
MUNICIPAL LOT #1
REDEVELOPMENT:
FLUSHING COMMONS

MUNICIPAL LOT #2
ELEVATIONS

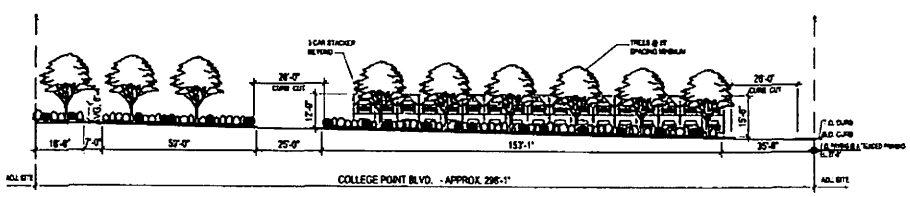
Z9.3

NOT FOR CONSTRUCTION -
ISSUED FOR ULURP


N
FLUSHING RIVER
Grassy Area
COLLEGE POINT BLVD.
37th AVE
FULTON/MAX
PARKING LOT
Parkins Eastman
MUNICIPAL LOT #1
REDEVELOPMENT
COLLEGE POINT
PARKING LOT PLAN
Z9.4



KEYPLAN
SCALE 1/100'-1'-0"



1 COLLEGE POINT BLVD. ELEVATION
SCALE 1/16" = 1'-0"

LEGEND:

CAR STACKER

NOTES:
1. ALL ELEVATIONS ABOVE CURB'S DATUM = 0'-0"
2. DRAWINGS SHOWN FOR ILLUSTRATIVE PURPOSES ONLY

Perkins Eastman

PROJECT TITLE:
MUNICIPAL LOT #1
REDEVELOPMENT:
FLUSHING COMMONS

DRAWING TITLE:
COLLEGE POINT
PARKING LOT ELEVATION

SCALE: 1/16"=1'-0"

Z9.5

NOT FOR CONSTRUCTION -
ISSUED FOR ULURP
DATE: 11/13/2020

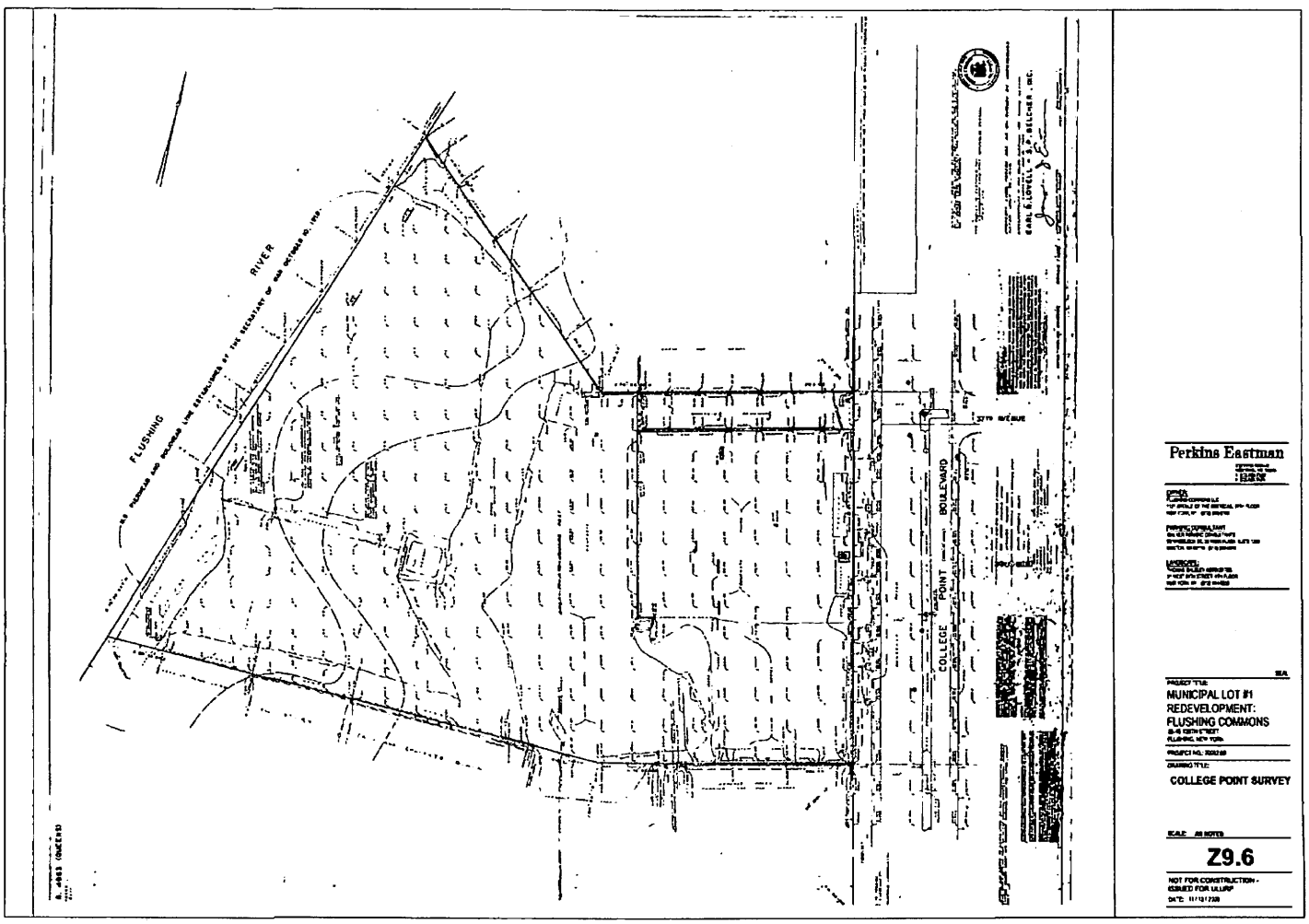
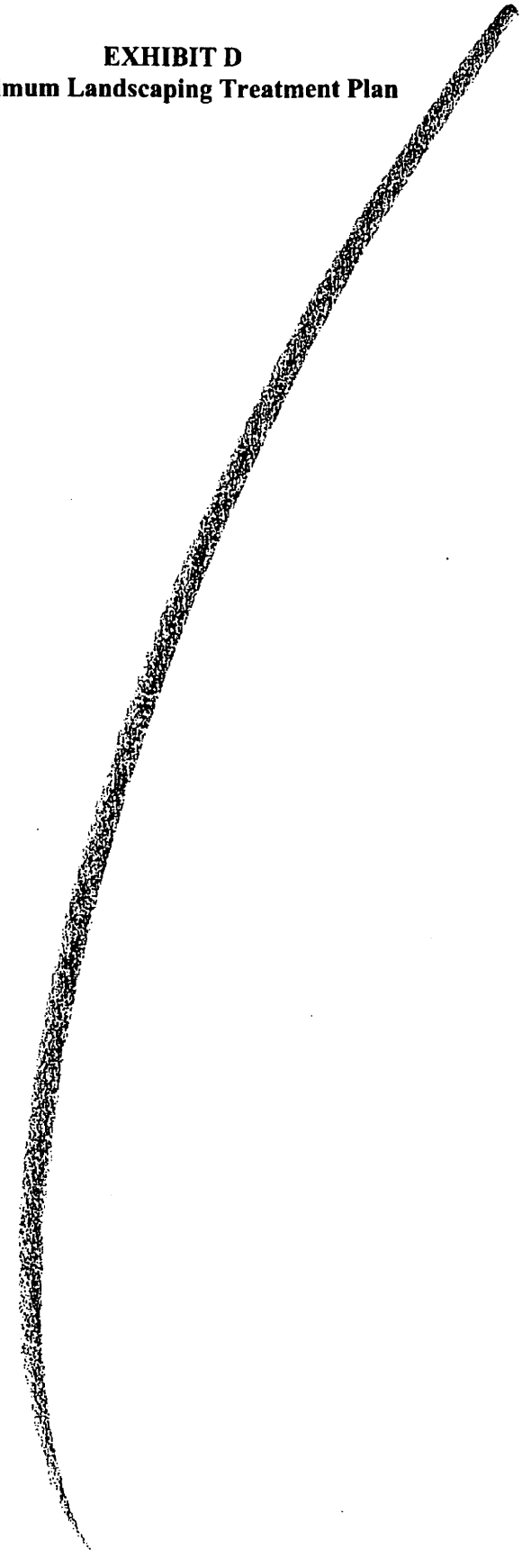
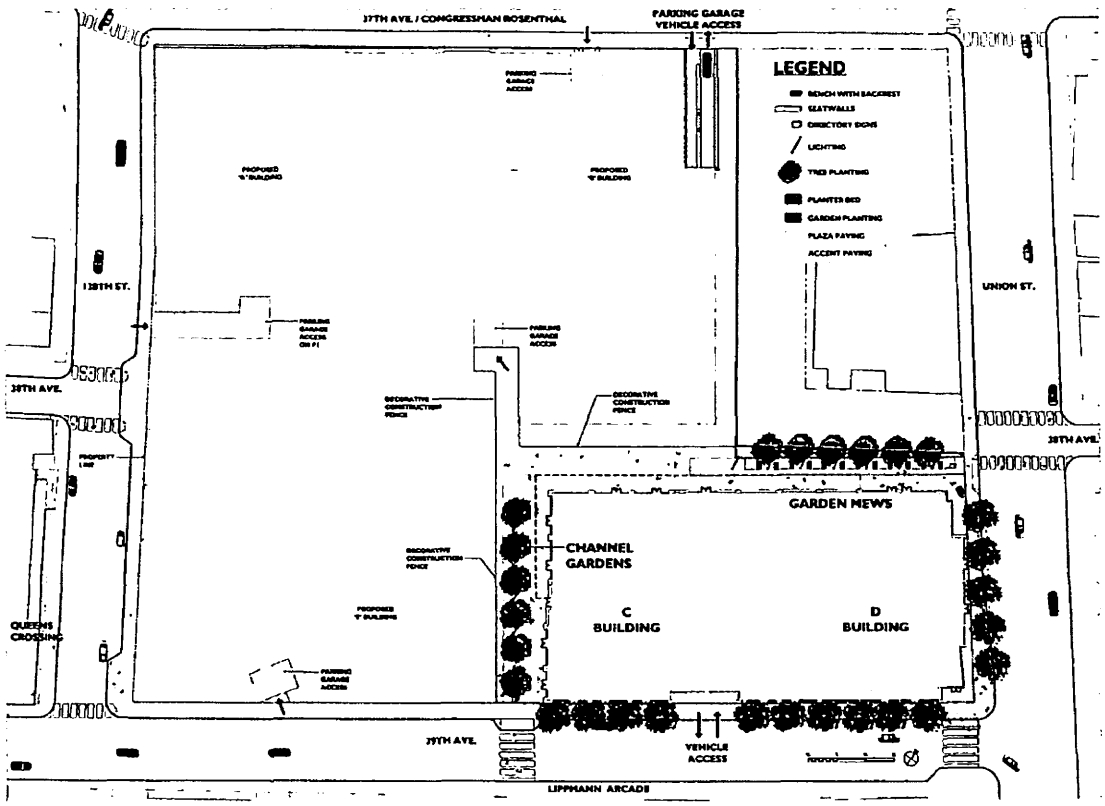

FLUSHING
RIVER
COLLEGE POINT BOULEVARD
Perkins Eastman
MUNICIPAL LOT #1
REDEVELOPMENT:
FLUSHING COMMONS
COLLEGE POINT SURVEY
Z9.6
NOT FOR CONSTRUCTION -
ISSUED FOR ULURP

EXHIBIT D
Minimum Landscaping Treatment Plan



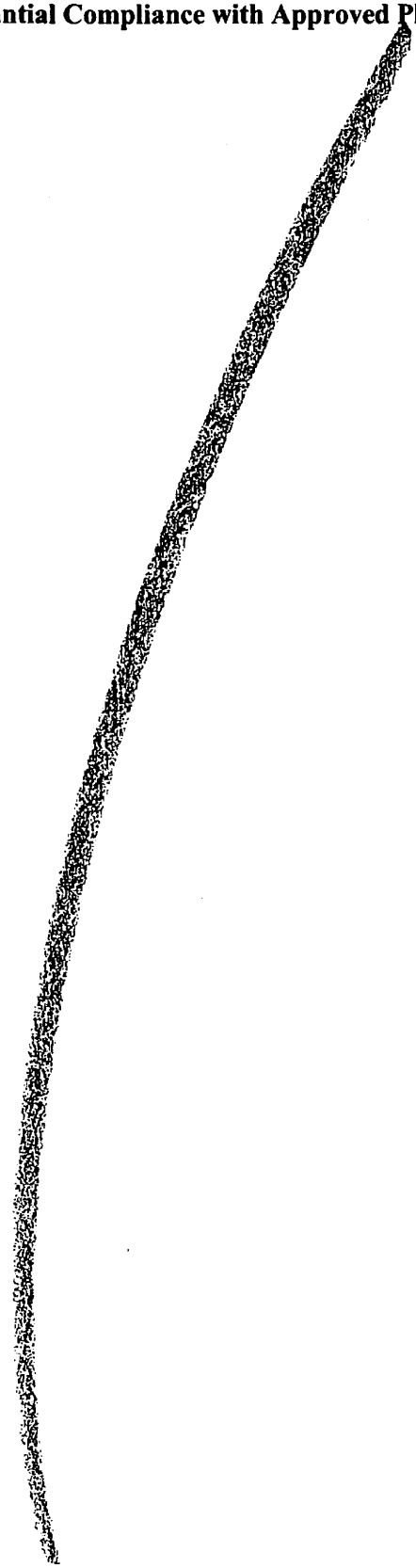


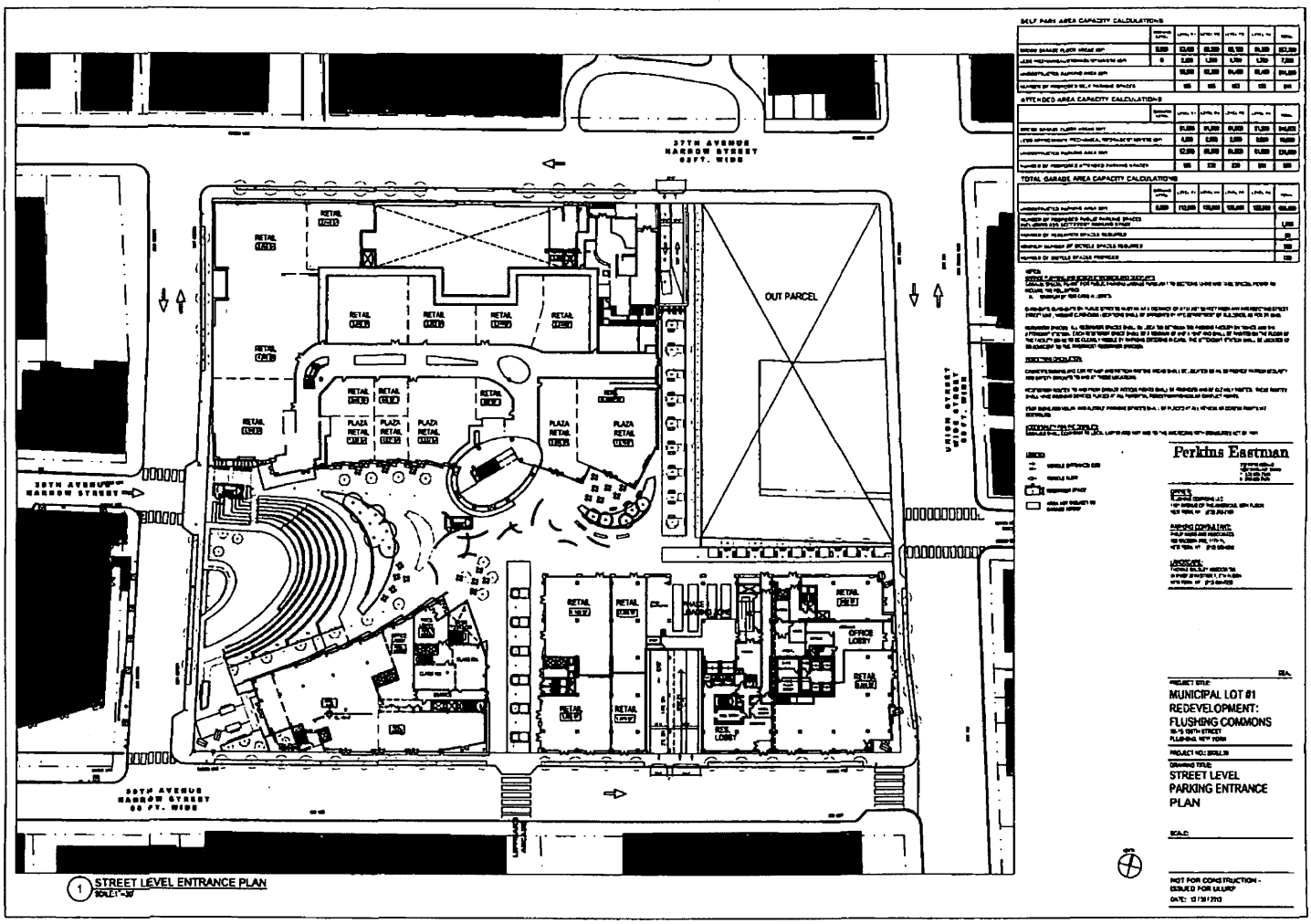
Minimum Landscaping Treatment Plan

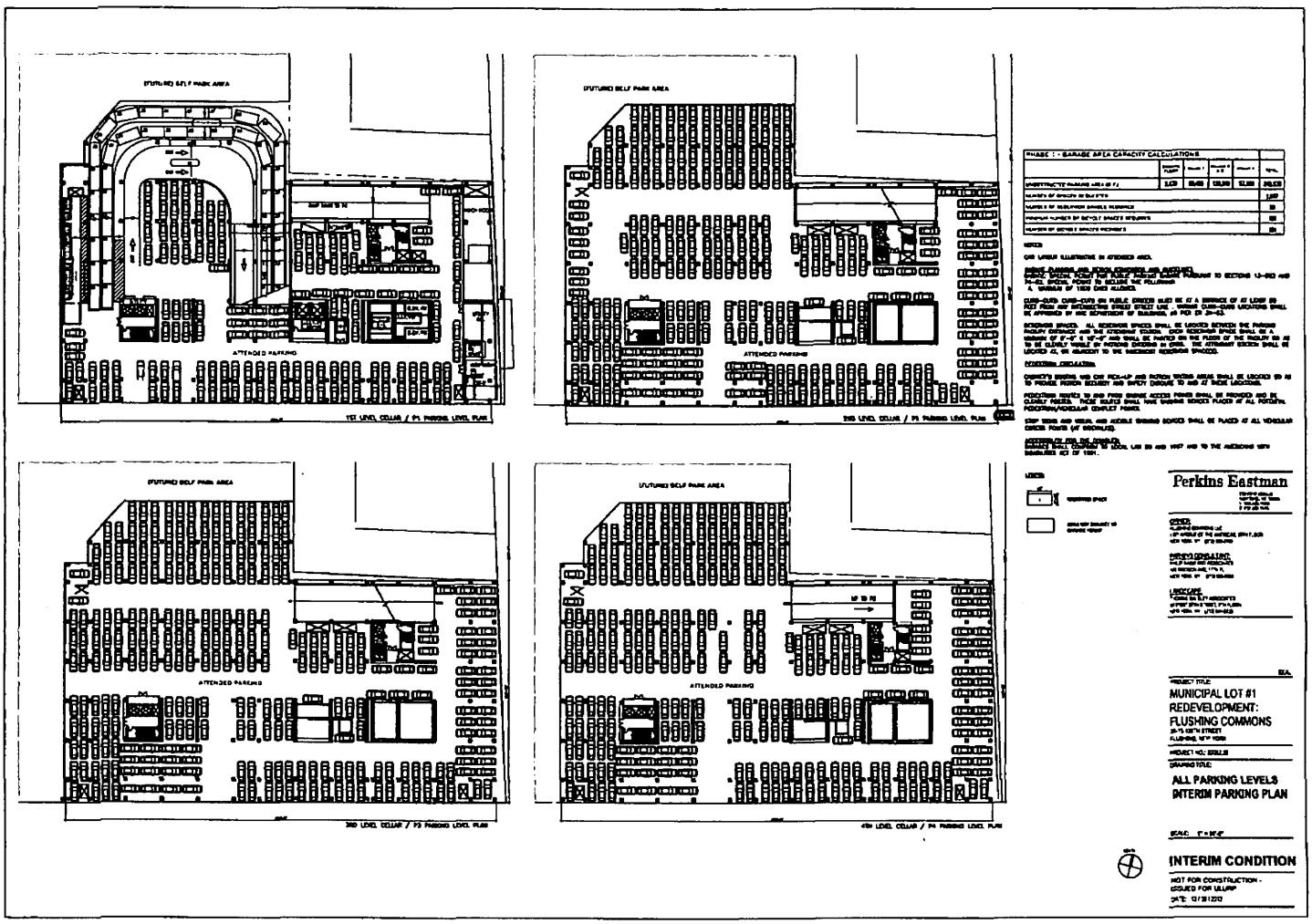
Flushing Commons Scale: 1/16"=1'-0"

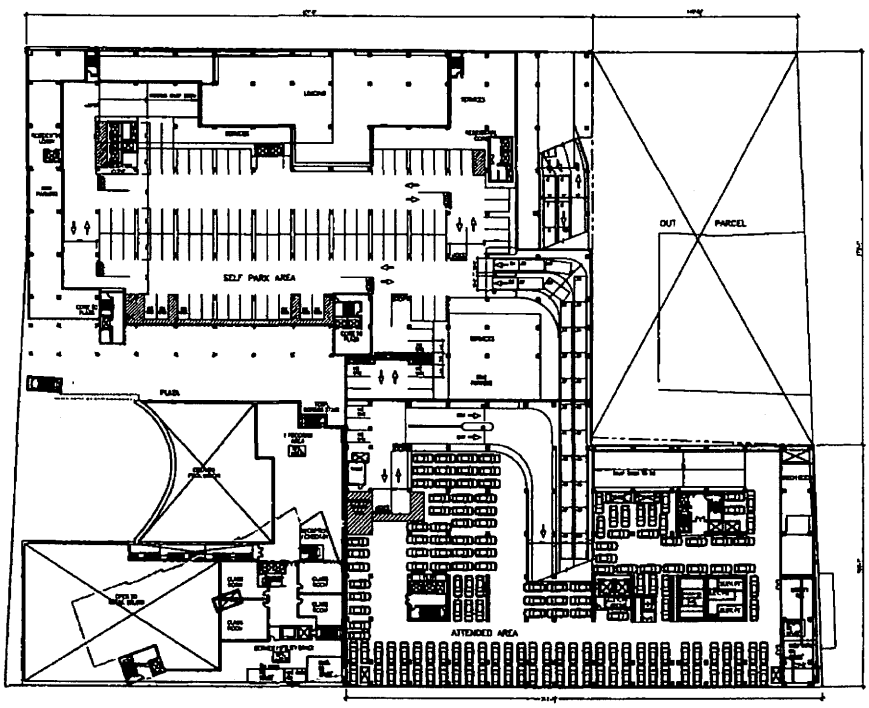
June 5, 2009
Thomas Balsley Associates

EXHIBIT E
Revised Garage Plans
Determined to be in Substantial Compliance with Approved Plans




OUT PARCEL
RETAIL
PLAZA RETAIL
OFFICE LOBBY
37TH AVENUE
HARROW STREET
60FT. WIDE
UNION STREET
60FT. WIDE
38TH AVENUE
HARROW STREET
60 FT. WIDE
1 STREET LEVEL ENTRANCE PLAN
SCALE: 1/8"
Perkins Eastman
MUNICIPAL LOT #1
REDEVELOPMENT:
FLUSHING COMMONS
STREET LEVEL
PARKING ENTRANCE
PLAN
NOT FOR CONSTRUCTION -
ISSUED FOR ULURP


Perkins Eastman
MUNICIPAL LOT #1
REDEVELOPMENT:
FLUSHING COMMONS
ALL PARKING LEVELS
INTERIM PARKING PLAN
INTERIM CONDITION

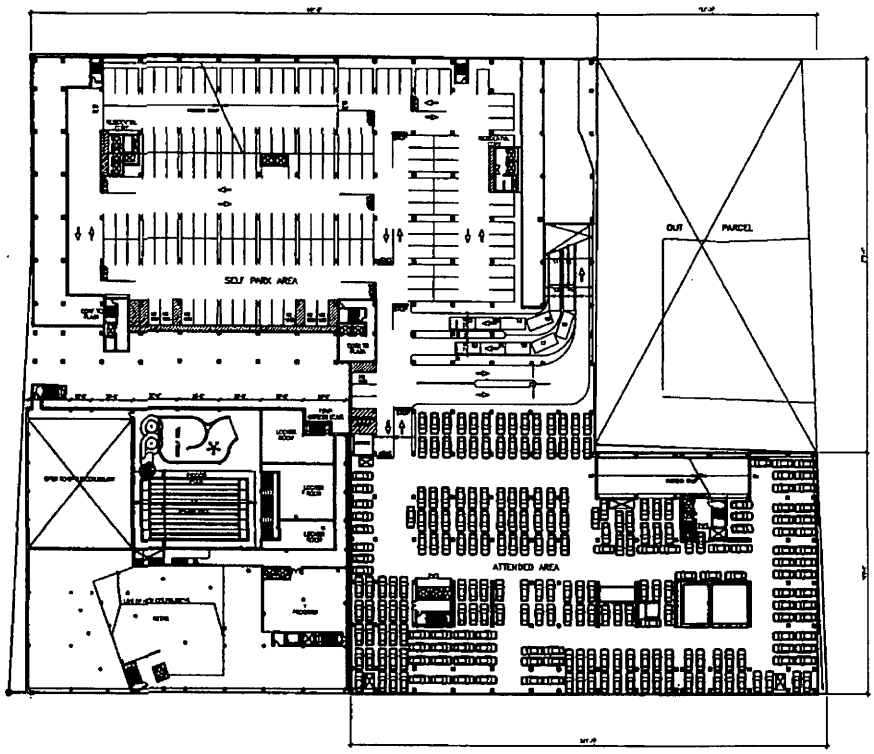


Perkins Eastman

MUNICIPAL LOT #1
REDEVELOPMENT:
FLUSHING COMMONS

1ST CELLAR LEVEL/
P1 PARKING LEVEL
PLAN

Z8.1

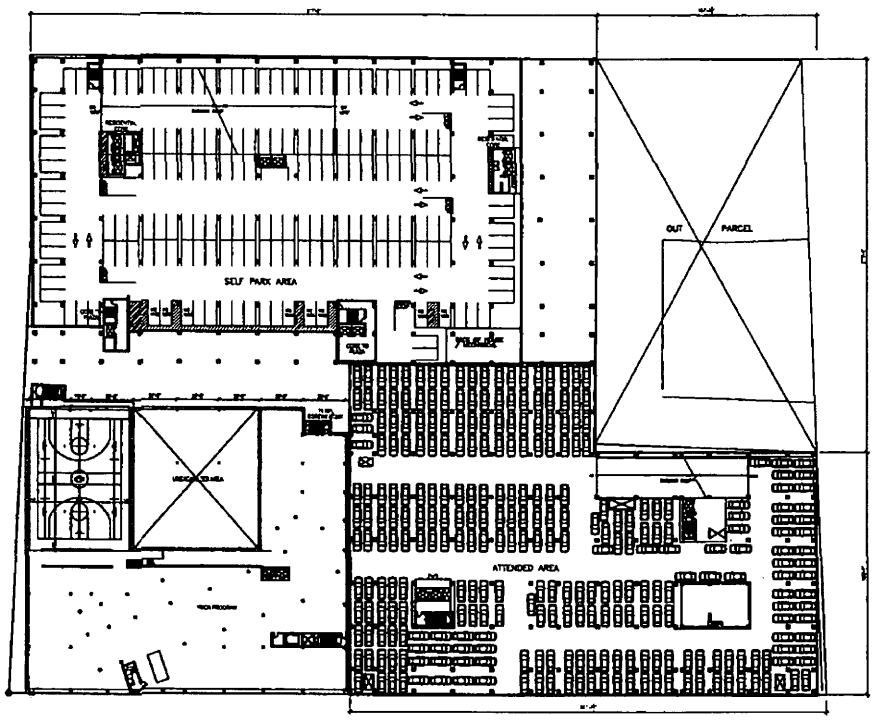


Perkins Eastman

MUNICIPAL LOT #1
REDEVELOPMENT:
FLUSHING COMMONS

2nd CELLAR LEVEL/
P2 PARKING LEVEL
PLAN

Z8.2

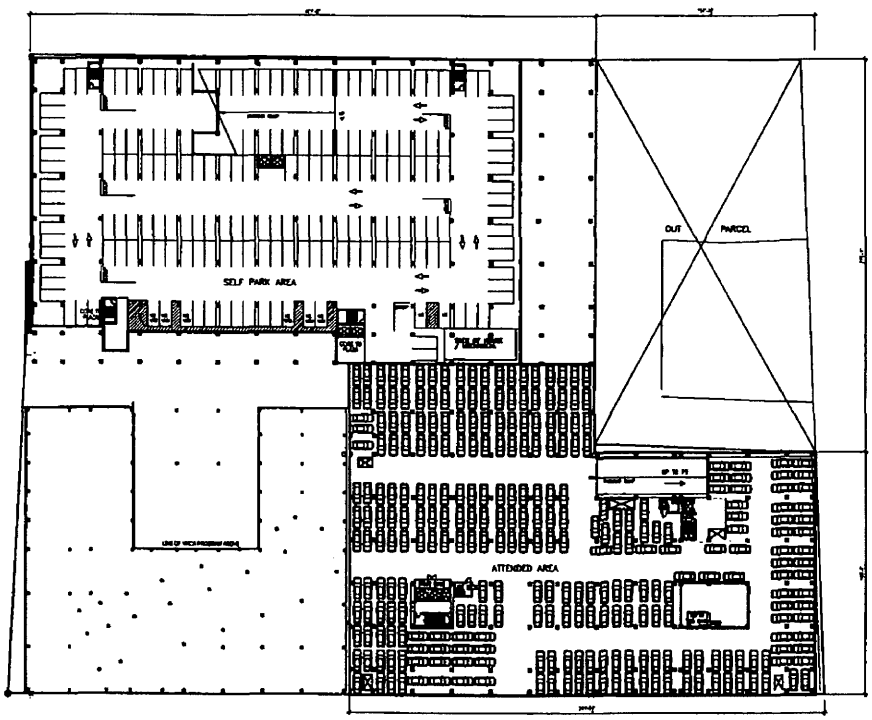


Perkins Eastman

MUNICIPAL LOT #1
REDEVELOPMENT:
FLUSHING COMMONS

3rd CELLAR LEVEL/
P3 PARKING LEVEL
PLAN

Z8.3



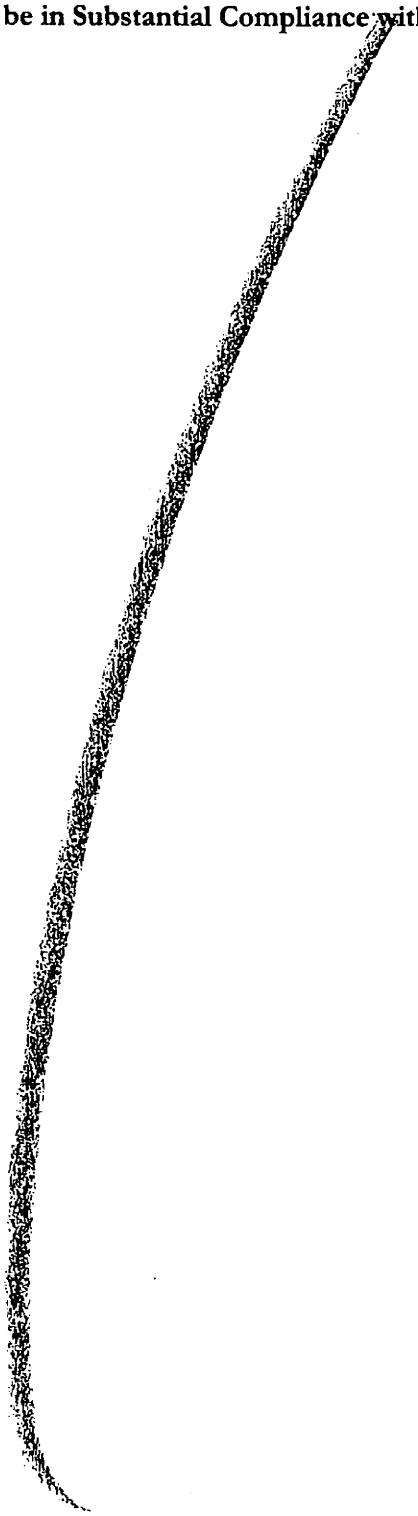
Perkins Eastman

MUNICIPAL LOT #1
REDEVELOPMENT:
FLUSHING COMMONS

4th CELLAR LEVEL/
P4 PARKING LEVEL
PLAN

Z8.4

EXHIBIT F
Revised Plans
Determined to be in Substantial Compliance with Approved Plans



Flushing Commons
Zoning Calculations

Address: 35-15 138th Street, Flushing, NY
Community District: Queens Board 7
Zoning District: C4-4 Proposed
Residential equivalent: R7
Special District: MX

Zoning Map: 19c
Block/Lot: Block 4978/Portion of Lot 35

Applicable Section

1. Zoning District
C4-4 Proposed. See Section#1 on Item 4/Z2.0

2. Total Zoning Lot Area
213,111 SF

22-10 3. Uses Permitted
23-0C Use Groups 1-6, 8-10 & 12

4. Uses Proposed
Use Group 2 - Residential
Use Group 6 - Community Facility
Use Group 5 - Hotel
Use Group 6A & C - Retail
Use Group 6B - Office
Use Group 7A - Retail or Service Establishments
Use Group 10C - Accessory Uses
Use Group 12A - Amusements

74-512 Public Parking Garage.
See Action #4 on Item 4/Z1.C

5. Floor Area Permitted

a. FAR permitted
C4-4

23-122 1) Commercial FAR permitted: 3.4
13-131 2) Community Facility 6.5
23-142 a) Residential FAR permitted 3.44
See Section #3 on Item 4/Z2.C
c) Total 6.5 FAR (max. all uses.

A. Floor Area Permitted

1) Commercial
213,111 x 3.4 = 717,191 SF
2) Community Facility
213,111 X 6.5 = 1,372,229 SF
c) Residential
213,111 x 3.44 = 726,225 SF
c) Maximum = 1,372,229 SF

23-142 6. Floor Area Proposed
Building 1: AB:
Residential - 672,617 SF
Commercial - 165,715 SF
Community Facility - 25,775 SF
TOTAL 441,519 SF

Building 2: CD:
Residential- 252,643 SF
Commercial- 319,113 SF
Community Facility- C SF
TOTAL 412,721 SF

Building 3: E:
Commercial- 113,632 SF
Community Facility 5,558 SF
TOTAL 108,698 SF

RESIDENTIAL TOTAL 678,178 SF
COMMERCIAL TOTAL 441,671 SF
COMMUNITY FACILITY TOTAL 30,733 SF
TOTAL ZSF 1,163,177 SF

176,145 ZSF = Maximum Permitted Residential ZSF

678,633 ZSF Provided
Complies.

The proposed total area and location of uses are subject to Change, but the area for each use will not exceed the maximum permitted for such use.

74-74 thru 81 7. Open Space Regulations

A. Minimum Open Space Required

178,635 SF = 22/100 = 147,534 SF
127,335 SF = 30/100 = 73,740 SF

B. Open Space Provided

93,417 SF
Complies.

73,740 SF required pursuant 74-74 thru 81
See Action#2,3 on Item 4/Z2.C

23-22 8. Density
23-0C A. Maximum dwelling units permitted

1. Dwelling unit factor
680

2. Maximum residential floor area permitted R7 equivalent zoned

A. Max. F.A. in C4-4
1,372,229 SF

B. Subtract nonres. floor area permitted in R7 equivalent
192,967 SF

C. Res. F.A. permitted for d.u. calculation
679,721 SF
Exceeds maximum residential floor area= 726,225 SF

3. Maximum dwelling units permitted
679,262/680 = 1,049 DU's

B. Dwelling units proposed
630 DU's
Complies.

23-0C 9. Yard Regulations

23-47 No rear yard required for corner lot.
24-34

23-533 30' rear yard equivalents required on
33-53 through lot for residential use.

Rear Yard Proposed - 93'-11"

Does not Comply. See Action #3 on Item 4/Z2.0

23-0C 10. Height & Setback Regulations required rear setbacks for tall buildings

20' setback required from rear yard line above a height of 125'

Does not Comply. See Action #3 on Item 4/Z2.0

24-522 10. Height & Setback Regulations

23-692 Height and Setback Regulations

A. Sky Exposure
Water Street 4.0:1
Narrow Street 2.7:1

B. Initial Setback
Water Street 15' @ 80'
Narrow Street 20' @ 60'

Does not Comply. See Action #3 on Item 4/Z2.0

35-62 C. Max Height of Front Wall
Water Street 65' or 6 Stories
Narrow Street 60' or 6 Stories

Does not Comply. See Action #3 or Item 4/Z2.0

23-71 11. Distance between buildings

A. Max Bldg. Height above Curb Level Required

Wide Street	85	95	105	115	125
Narrow St.	65	75	85	95	105
Between Two Bldgs	130	150	170	190	210

B. Distance Btw Buildings Proposed
1.Btw Bldg A & Bldg B = 50'-0"
2.Btw Bldg AB & Bldg D = 40'-10"
3.Btw Bldg E & Bldg C = 64'-5"

Does not Comply. See Action #3 on Item 4/Z2.0

12. Accessory Off-Street Parking Regulations

36-12 A. Maximum size of group parking facility 150spaces

B. Parking Requirements

36-21 1. Retail & Office uses
1 space/1,000 SF

36-21 2. Community Facility use:
None required

1. Residential use:
50 % of the number of dwelling units.

C. Proposed Parking

36-21 1. Retail & Office uses
191,913 SF/1,000 = 192 spaces

36-21 2. Community Facility use:
None required or proposed

3. Residential use:
630 d.u's x 50/100 = 315 spaces

4. Total parking required
700 Spaces

5. Parking provided

74-51 700 spaces accessory parking
36-32 478 spaces additional parking
74-512 1,500 spaces total public parking

Complies. See Action #4 on Item 4/Z2.C

Because the distribution of floor area by use is subject to change, the accessory parking requirement is also subject to change.

36-62 13. Loading Regulations

A. Loading required

1. Retail Use
First 25,000 SF None
Next 15,000 SF 1
Next 40,000 SF 1
Each additional 150,000 SF 1

1 Loading berths required for 169,791 SF of Retail= 1 berths

2. Office Use
First 100,000 SF None
Next 250,000 SF 1
Each additional 400,000 SF 1

1 Loading berth required for 749,849 SF of Office = 1 Berth

3. Hotel Use
First 100,000 SF None
Next 250,000 SF 1
Each additional 400,000 SF 1

1 Loading berth required for 137,997 SF of Hotel = 1 Berth

4. Total loading berths required
4 berths

Note: If Building D is eliminated for Hotel Use then 1
Hotel Use 137,997 SF 1
Office Use 34,752 SF None

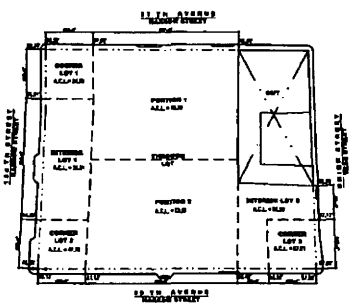
Total Loading berths required
4 berths

B. Loading berths provided
4 loading berths
Complies.

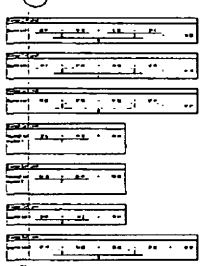
C. Size Required
33' X 12' X 14' High

D. Size Proposed
93' X 12' X 12' High

1 ZONING CALCULATIONS



2 ACL DIAGRAM



3 ACL CALCULATIONS

4 CPC ACTIONS REQUIRED

Perkins Eastman

PROJECT TITLE:
MUNICIPAL LOT #1 REDEVELOPMENT: FLUSHING COMMONS
35-15 138TH STREET
FLUSHING, NEW YORK

PROJECT NO: 20202.00

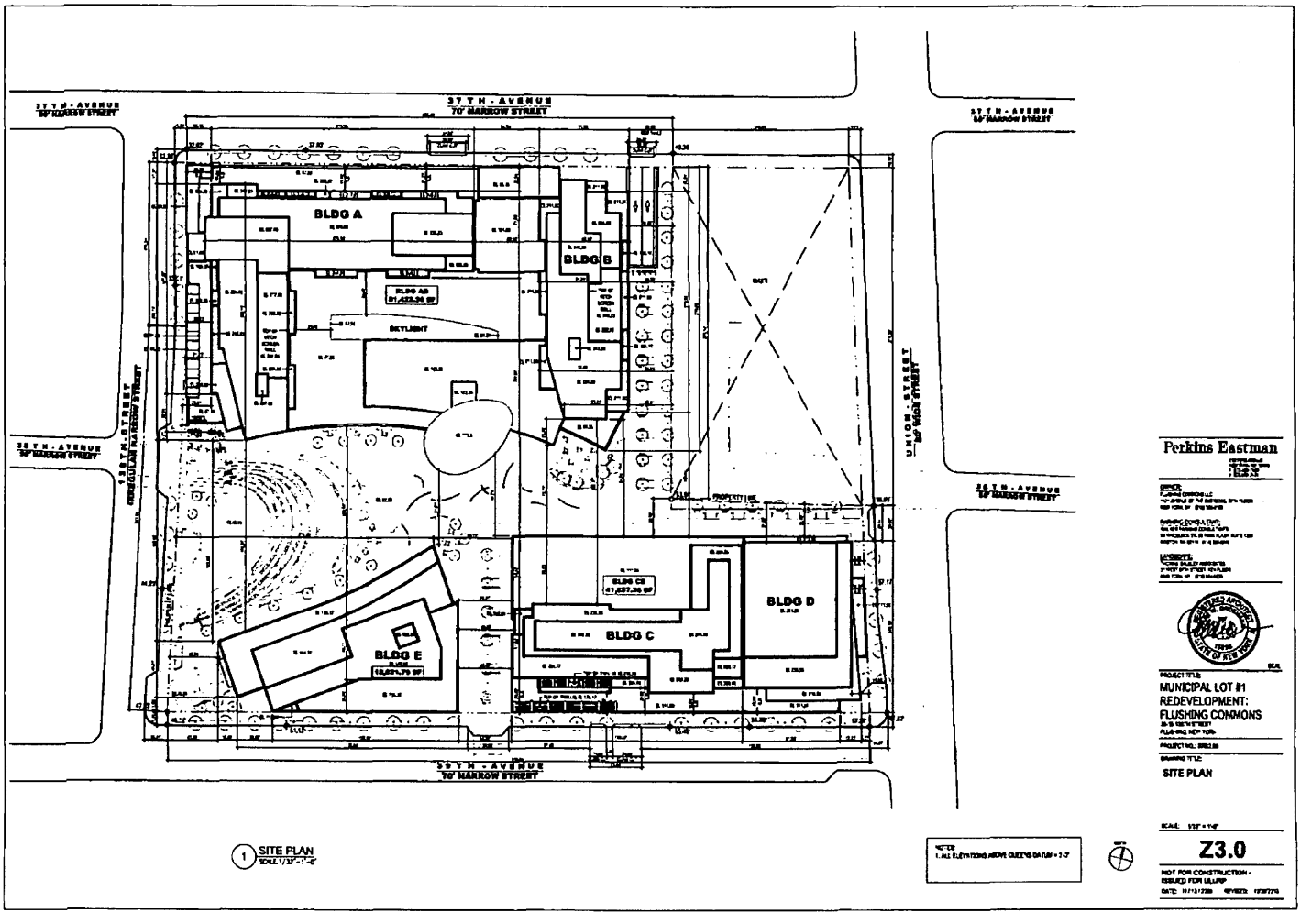
DRAWING TITLE:
ZONING ANALYSIS

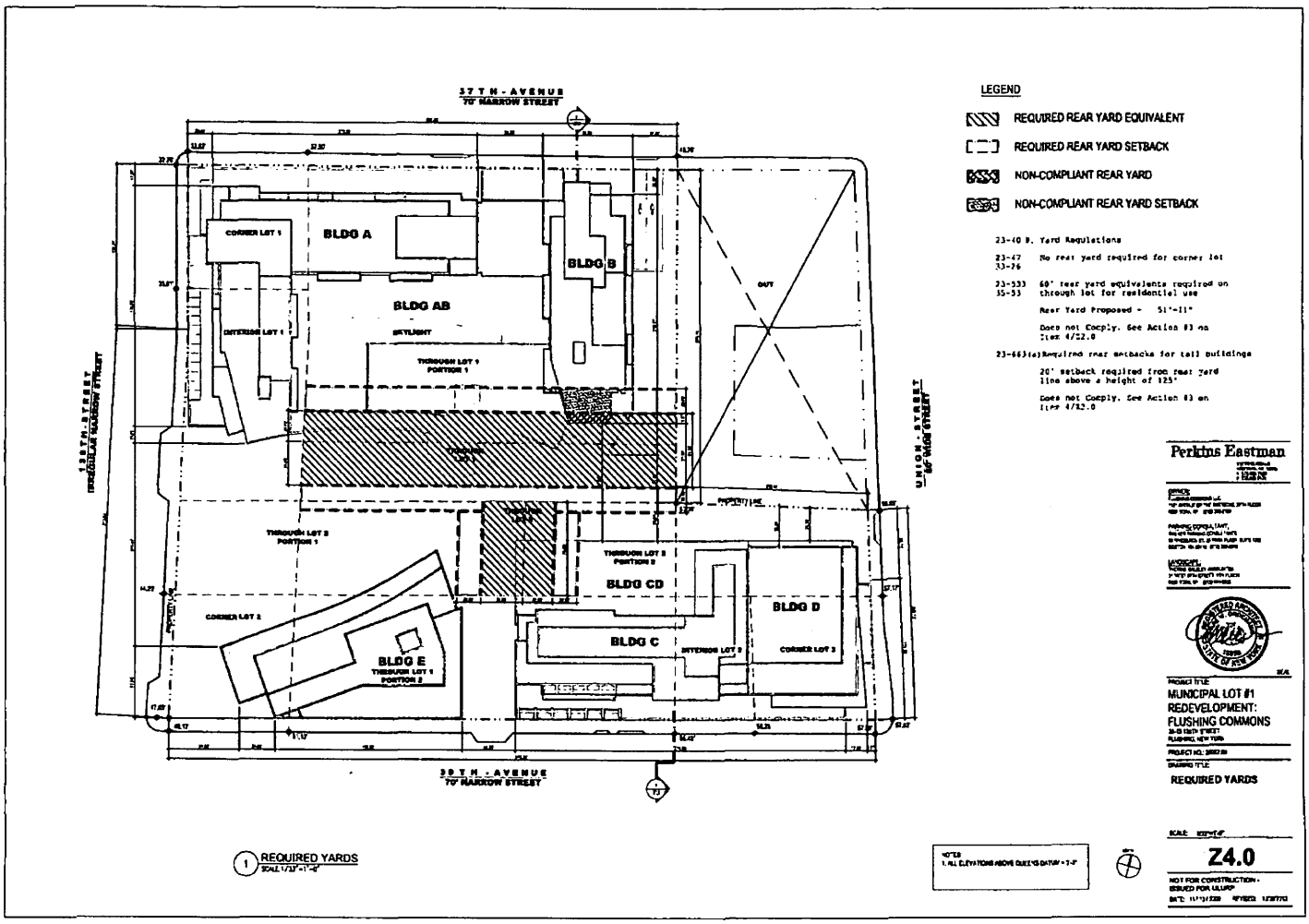
SCALE: AS NOTED

Z2.0

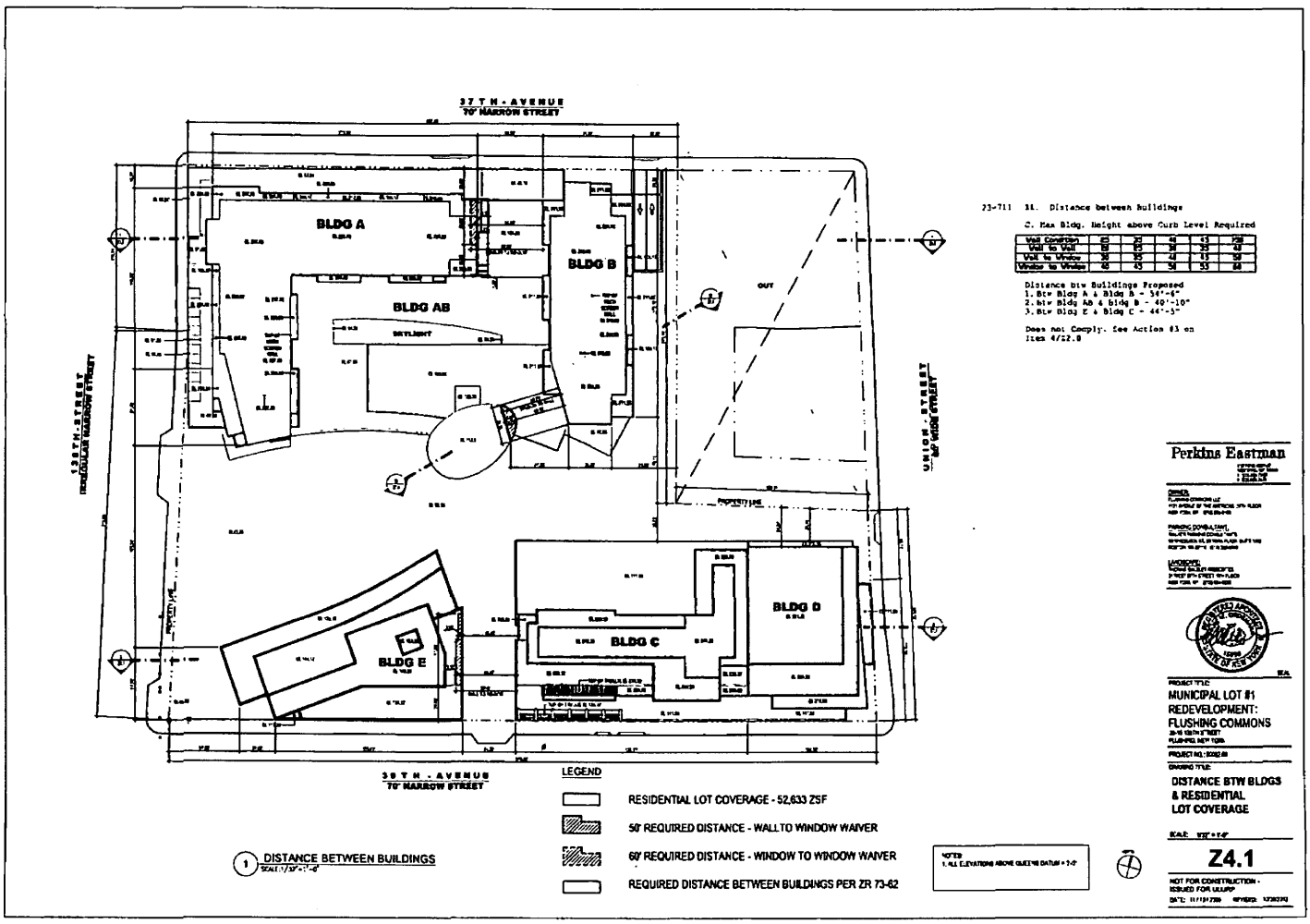
NOT FOR CONSTRUCTION - ISSUED FOR ULURP

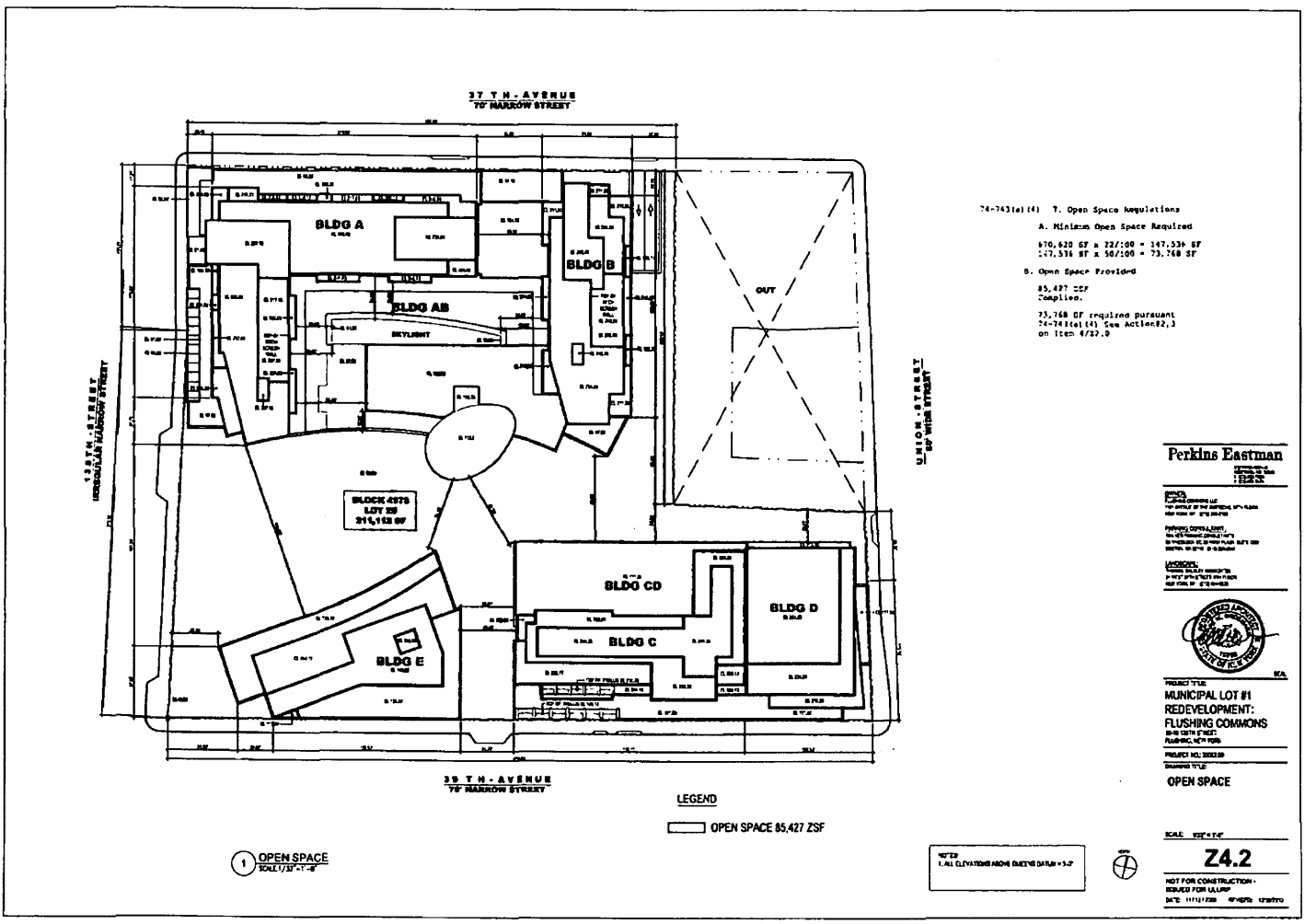
DATE: 09/19/2019


37TH-AVENUE
70' NARROW STREET
BLDG A
BLDG B
SKYLIGHT
BLDG C
BLDG D
BLDG E
UNION-STREET
80' WIDE STREET
39TH-AVENUE
70' NARROW STREET
1 SITE PLAN
Perkins Eastman
MUNICIPAL LOT #1
REDEVELOPMENT:
FLUSHING COMMONS
SITE PLAN
Z3.0
NOT FOR CONSTRUCTION -
ISSUED FOR ULURP



1 REQUIRED YARDS


37 TH - AVENUE
70' NARROW STREET
BLDG A
BLDG B
BLDG AB
SKYLIGHT
OUT
BLDG C
BLDG D
BLDG E
130TH STREET
UNION STREET
39 TH - AVENUE
70' NARROW STREET
LEGEND
RESIDENTIAL LOT COVERAGE - 52,633 ZSF
50' REQUIRED DISTANCE - WALL TO WINDOW WAIVER
60' REQUIRED DISTANCE - WINDOW TO WINDOW WAIVER
REQUIRED DISTANCE BETWEEN BUILDINGS PER ZR 73-62
1 DISTANCE BETWEEN BUILDINGS
23-711 b1. Distance between Buildings
C. Max Bldg. Height above Curb Level Required
Distance btw Buildings Proposed
1. Btw Bldg A & Bldg B - 54'-6"
2. Btw Bldg AB & Bldg B - 40'-10"
3. Btw Bldg E & Bldg C - 44'-5"
Does not Comply. See Action #3 on Item 4/22.0
Perkins Eastman
MUNICIPAL LOT #1
REDEVELOPMENT:
FLUSHING COMMONS
DISTANCE BTW BLDGS
& RESIDENTIAL
LOT COVERAGE
Z4.1



74-743(a)(4) 7. Open Space Regulations

A. Minimum Open Space Required

670,620 SF x 22/100 = 147,536 SF
147,536 SF x 50/100 = 73,768 SF

B. Open Space Provided

85,427 SSF
Complies.

73,768 SF required pursuant
74-743(a)(4) See Action#2,3
on Item 4/22.0

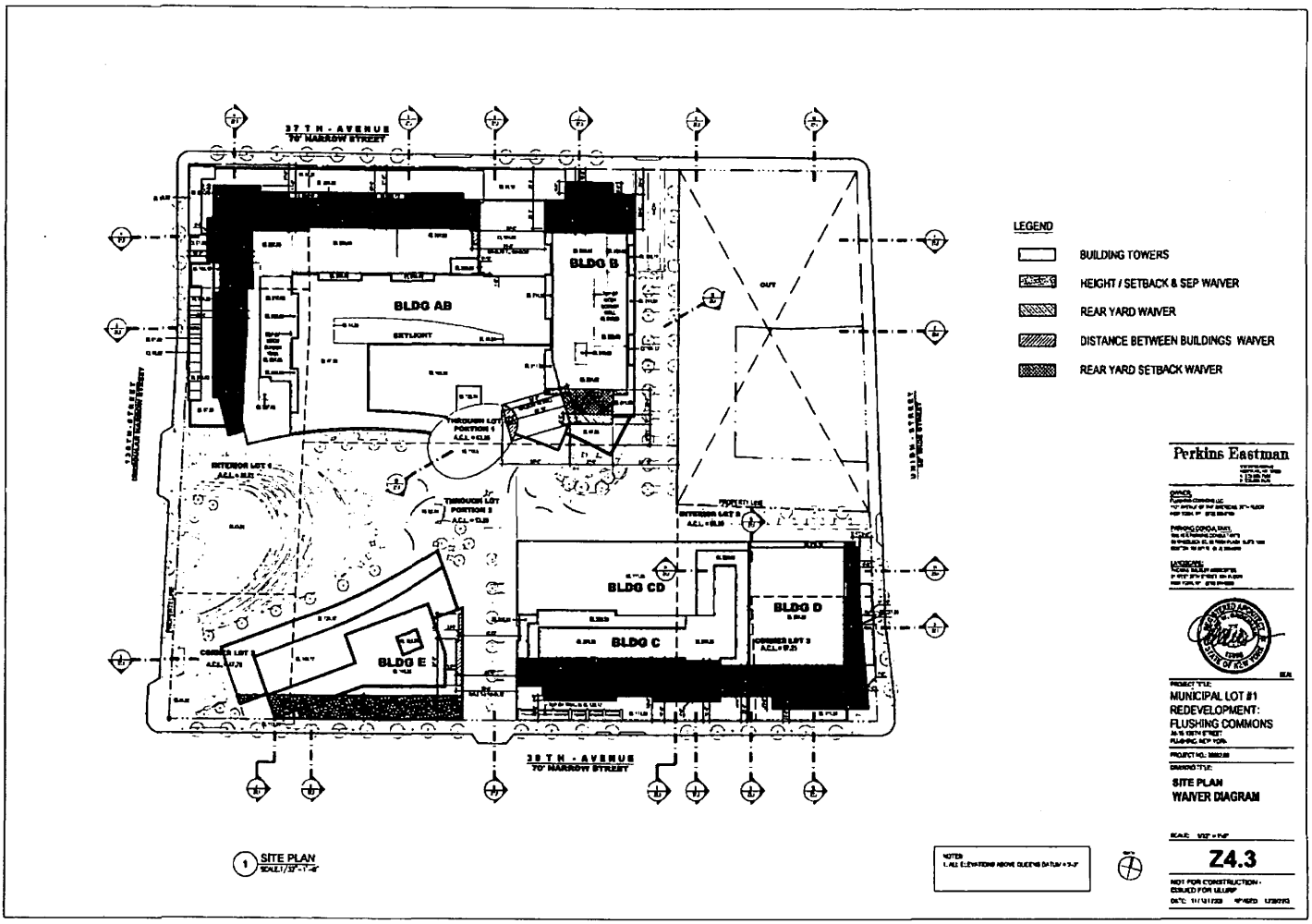
Perkins Eastman

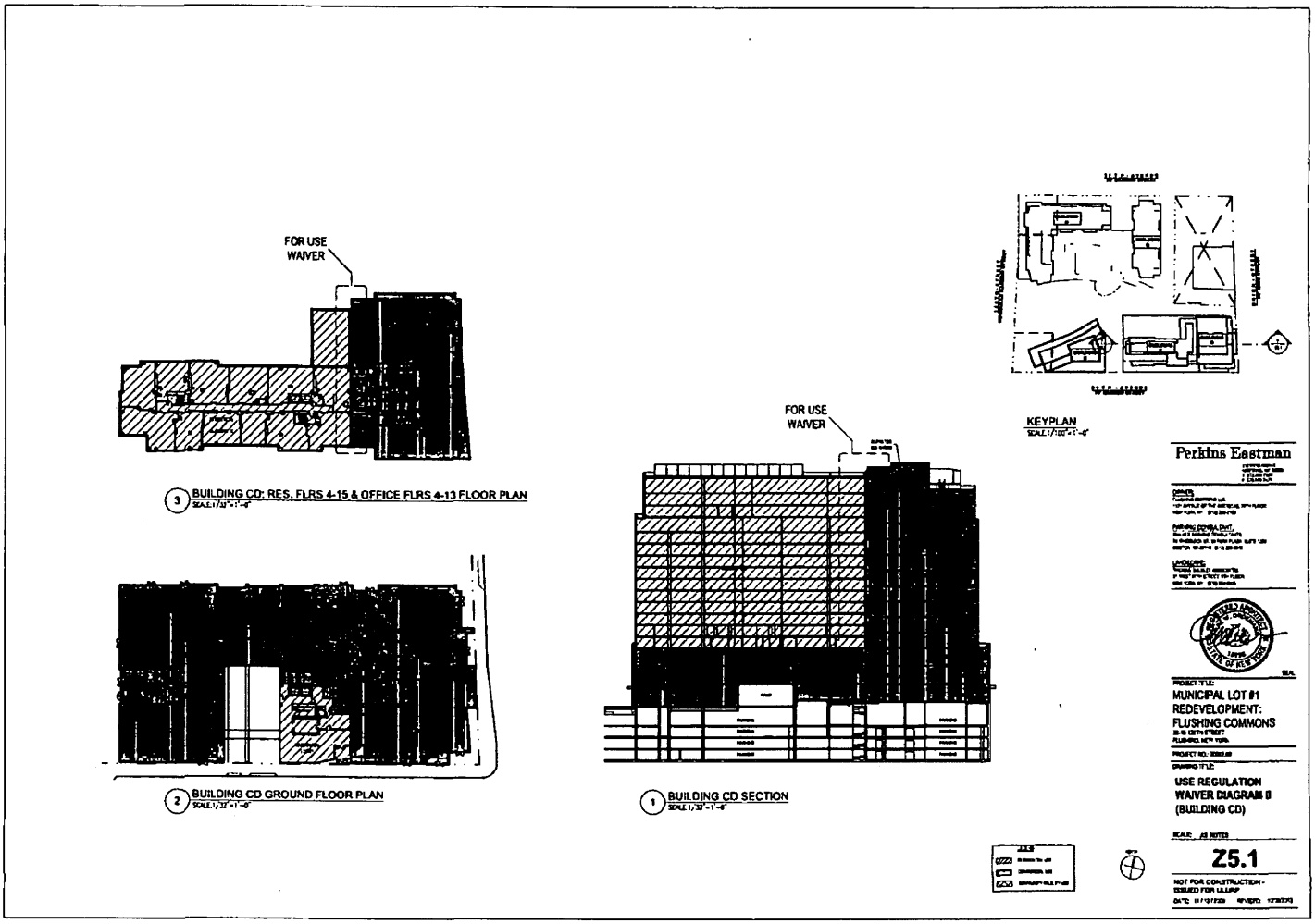
MUNICIPAL LOT #1
REDEVELOPMENT:
FLUSHING COMMONS

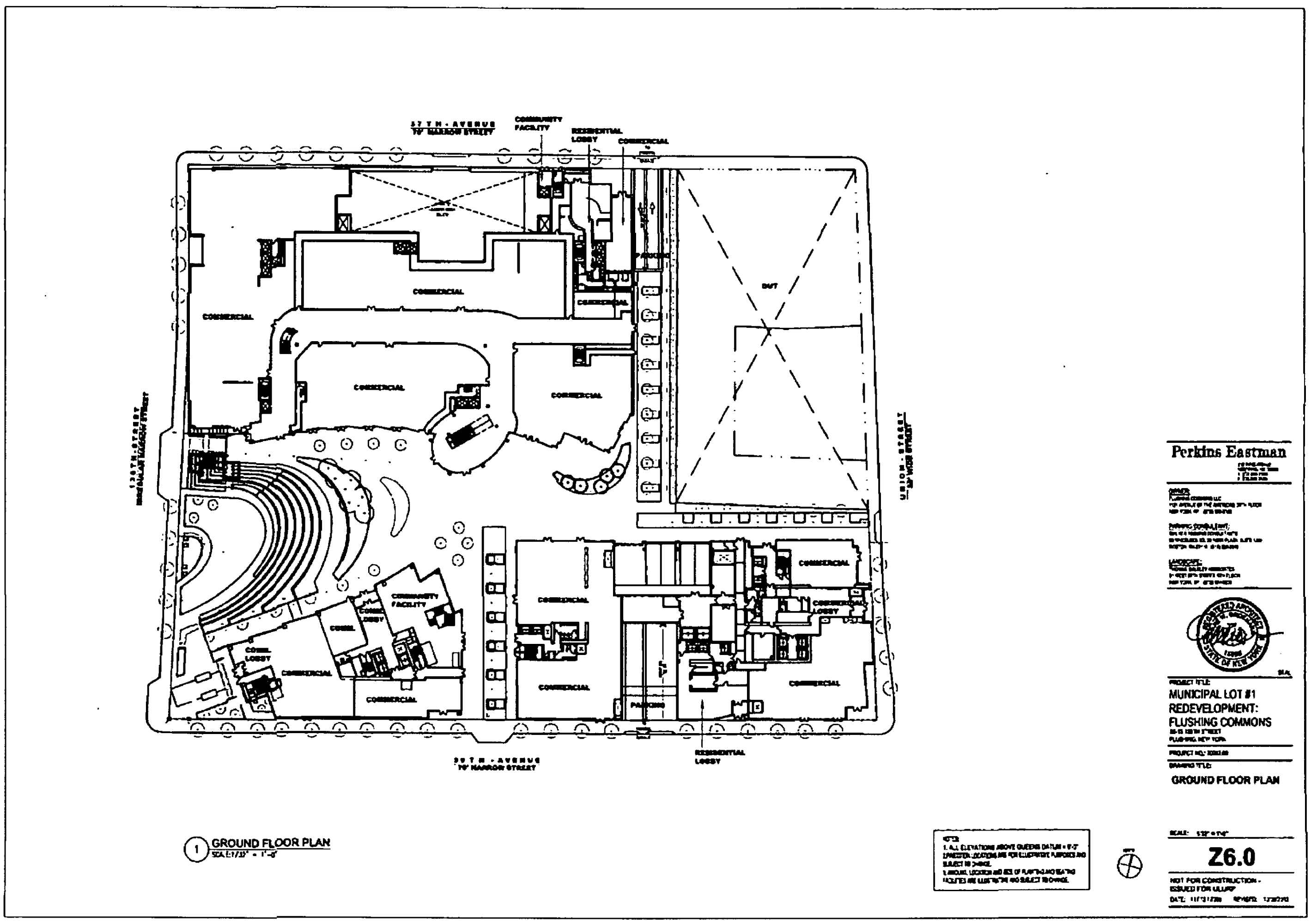
OPEN SPACE

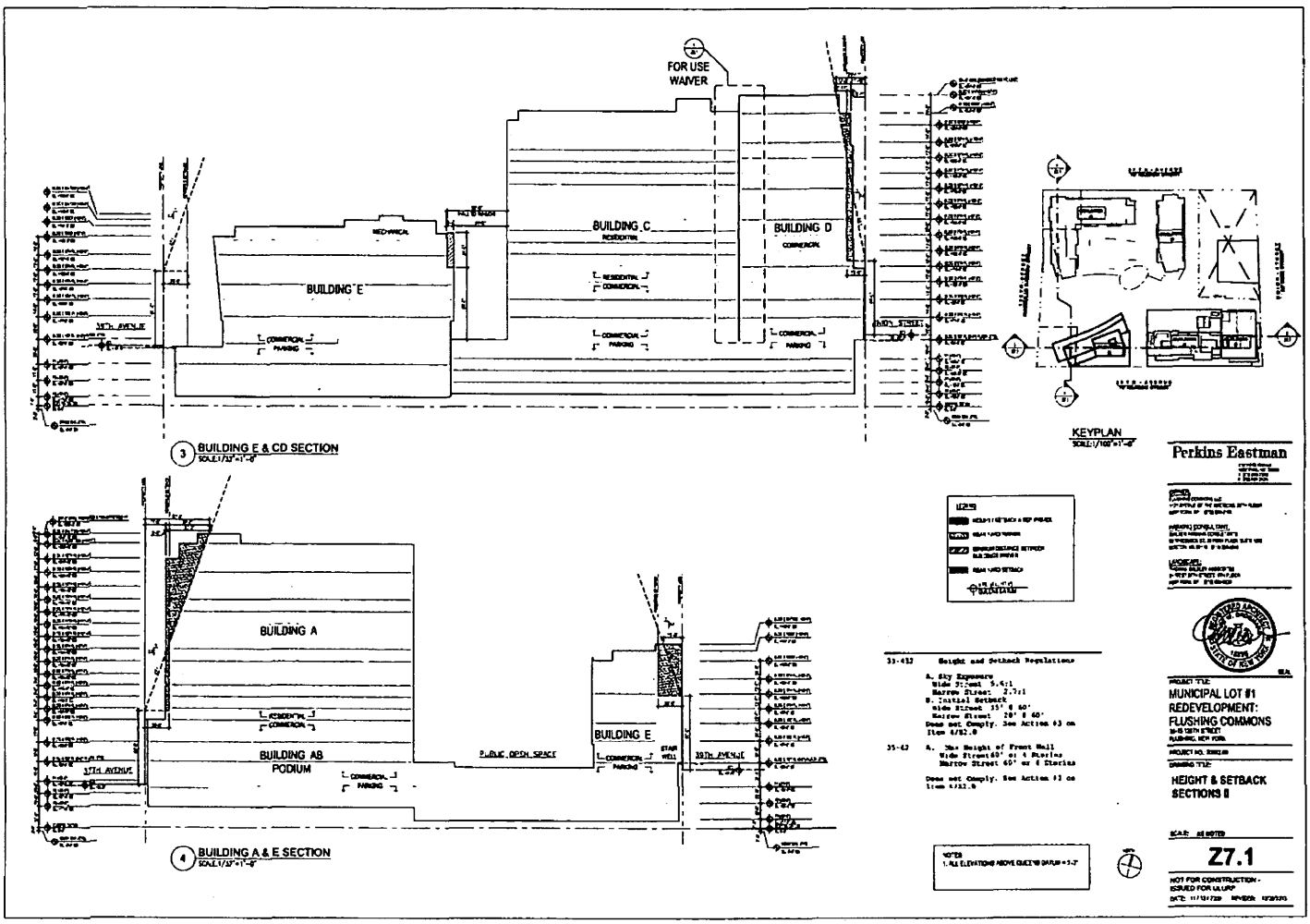
Z4.2

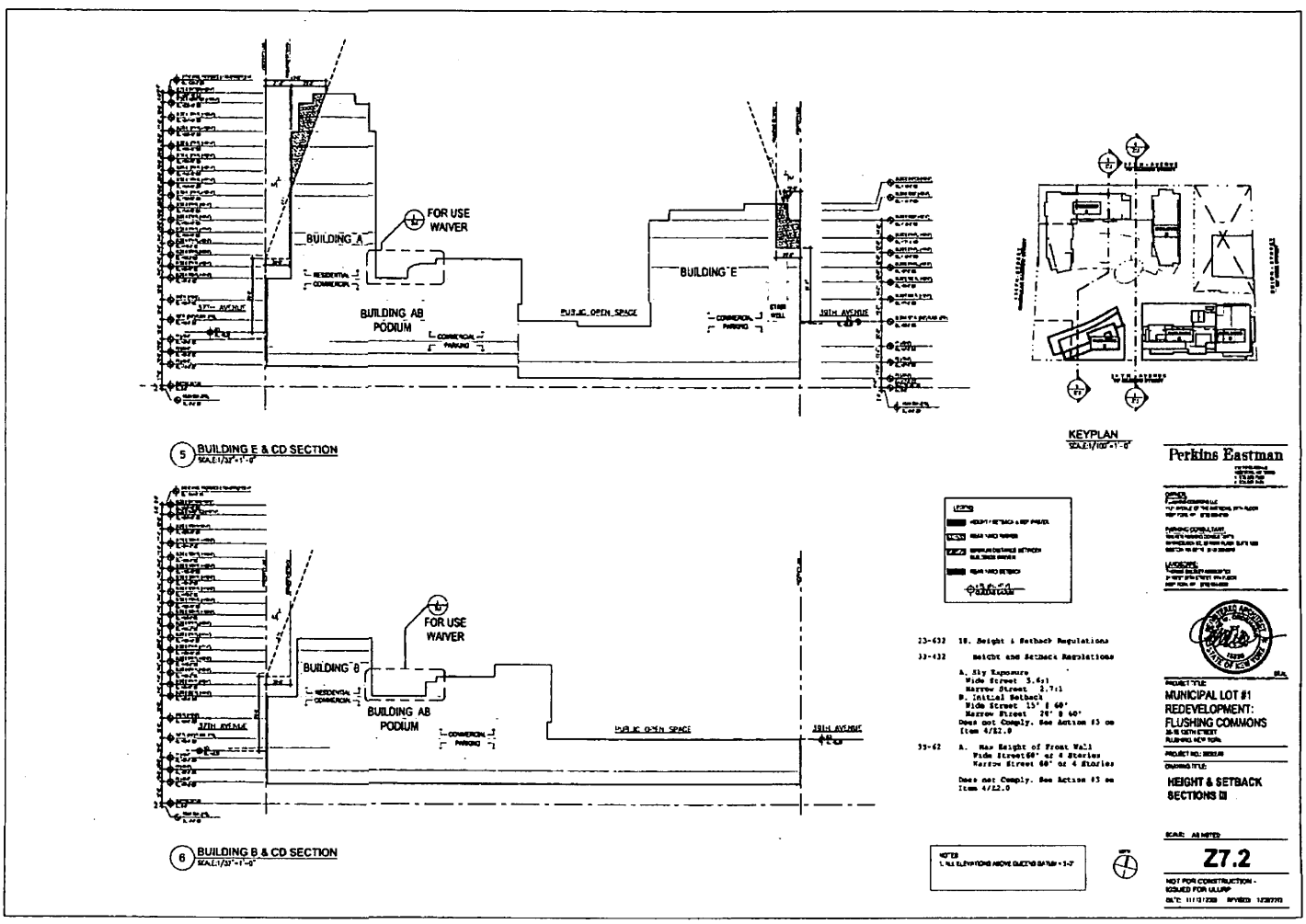
NOT FOR CONSTRUCTION -
ISSUED FOR ULURP

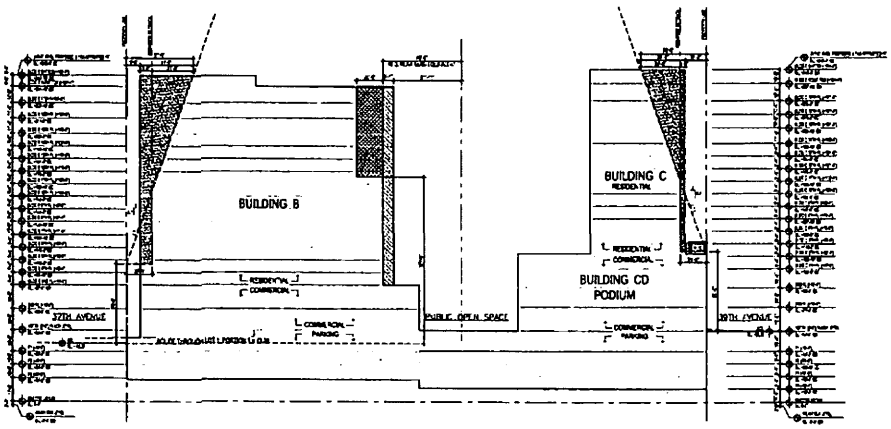

37 TH - AVENUE
70' NARROW STREET
BLDG AB
BLDG B
SKYLIGHT
OUT
BLDG CD
BLDG C
BLDG D
BLDG E
38 TH - AVENUE
70' NARROW STREET
LEGEND
BUILDING TOWERS
HEIGHT / SETBACK & SEP WAIVER
REAR YARD WAIVER
DISTANCE BETWEEN BUILDINGS WAIVER
REAR YARD SETBACK WAIVER
Perkins Eastman
MUNICIPAL LOT #1
REDEVELOPMENT:
FLUSHING COMMONS
SITE PLAN
WAIVER DIAGRAM
Z4.3
1 SITE PLAN


FOR USE WAIVER
3 BUILDING CD: RES. FLRS 4-15 & OFFICE FLRS 4-13 FLOOR PLAN
2 BUILDING CD GROUND FLOOR PLAN
FOR USE WAIVER
1 BUILDING CD SECTION
KEYPLAN
Perkins Eastman
MUNICIPAL LOT #1 REDEVELOPMENT: FLUSHING COMMONS
USE REGULATION WAIVER DIAGRAM II (BUILDING CD)
Z5.1
NOT FOR CONSTRUCTION - ISSUED FOR ULURP

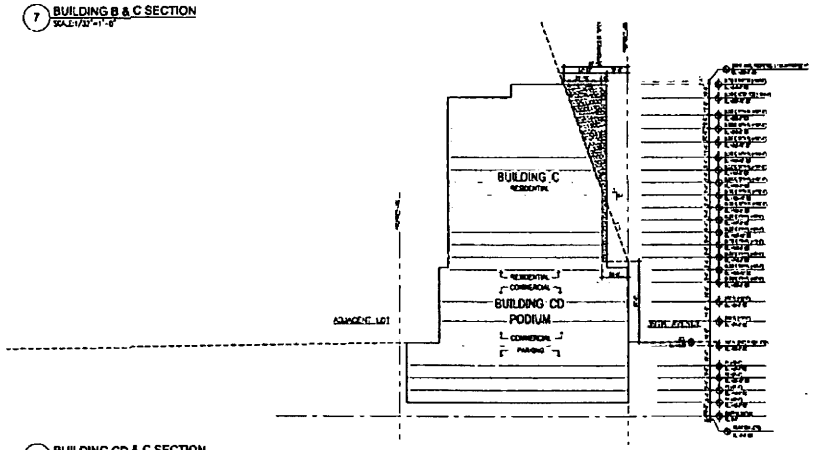

COMMUNITY FACILITY
RESIDENTIAL LOBBY
COMMERCIAL
PARKING
Perkins Eastman
MUNICIPAL LOT #1
REDEVELOPMENT:
FLUSHING COMMONS
GROUND FLOOR PLAN
Z6.0


FOR USE WAIVER
BUILDING C
RESIDENTIAL
COMMERCIAL
BUILDING D
COMMERCIAL
BUILDING E
MECHANICAL
COMMERCIAL
PARKING
RESIDENTIAL
COMMERCIAL
COMMERCIAL
PARKING
COMMERCIAL
PARKING
37th AVENUE
ANDS STREET
3 BUILDING E & CD SECTION
SCALE: 1/32"=1'-0"
KEYPLAN
SCALE: 1/100'=1'-0"
BUILDING A
RESIDENTIAL
COMMERCIAL
BUILDING AB
PODIUM
COMMERCIAL
PARKING
PUBLIC OPEN SPACE
BUILDING E
STAIR WELL
COMMERCIAL
PARKING
38th AVENUE
4 BUILDING A & E SECTION
SCALE: 1/32"=1'-0"
Perkins Eastman
MUNICIPAL LOT #1 REDEVELOPMENT: FLUSHING COMMONS
HEIGHT & SETBACK SECTIONS II
Z7.1
NOT FOR CONSTRUCTION - ISSUED FOR ULURP

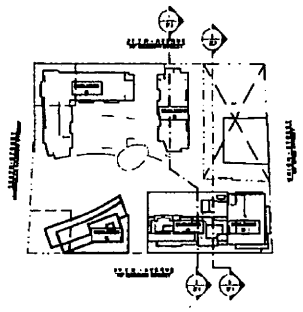

BUILDING A
FOR USE WAIVER
BUILDING AB PODIUM
PUBLIC OPEN SPACE
BUILDING E
37TH AVENUE
38TH AVENUE
5 BUILDING E & CD SECTION
BUILDING B
FOR USE WAIVER
BUILDING AB PODIUM
PUBLIC OPEN SPACE
37TH AVENUE
38TH AVENUE
6 BUILDING B & CD SECTION
KEYPLAN
Perkins Eastman
MUNICIPAL LOT #1 REDEVELOPMENT: FLUSHING COMMONS
HEIGHT & SETBACK SECTIONS III
Z7.2
NOT FOR CONSTRUCTION - ISSUED FOR ULURP



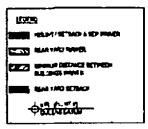
7 BUILDING B & C SECTION
SCALE: 1/32"=1'-0"



8 BUILDING CD & C SECTION
SCALE: 1/32"=1'-0"



KEYPLAN
SCALE: 1/100"=1'-0"



23-632 10. Height & Setback Regulations

35-431 Height and Setback Regulations

a. Sky Exposure
Side Street 5.6:1
Narrow Street 2.7:1
b. Initial Setback
Side Street 15' @ 60'
Narrow Street 20' @ 60'
Does not Comply. See Action #3 on Item 4/82.0

35-62 a. Max Height of Front Wall
Side Street 60' or 6 Stories
Narrow Street 60' or 6 Stories

Does not Comply. See Action #3 on Item 4/82.0

NOTES
1. ALL ELEVATIONS ABOVE QUEENS DATUM = 0'-0"

Perkins Eastman

PROJECT TITLE:
MUNICIPAL LOT #1
REDEVELOPMENT:
FLUSHING COMMONS
38-16 SIXTH STREET
FLUSHING, NEW YORK

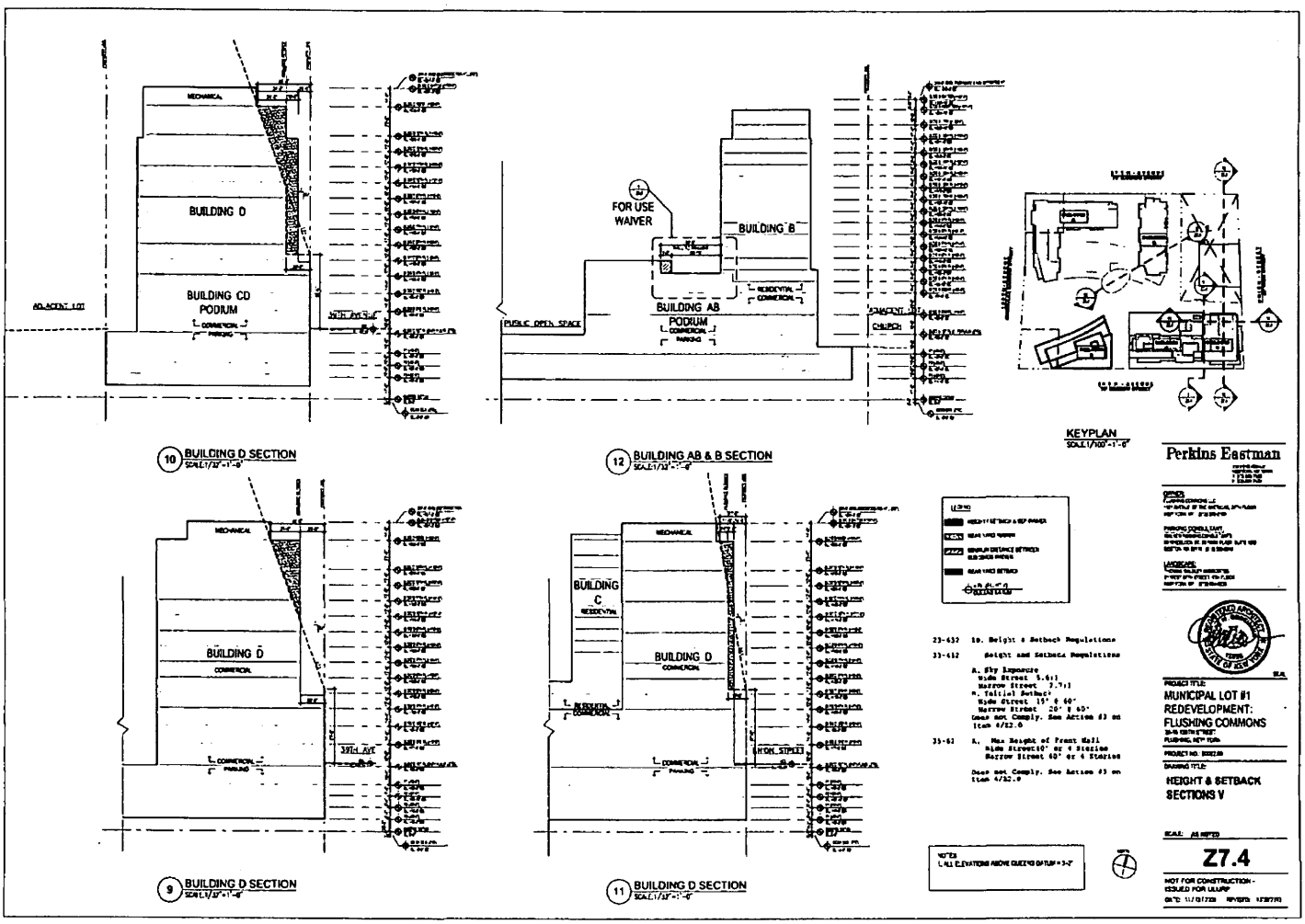
PROJECT NO: 2082.00

DRAWING TITLE:
HEIGHT & SETBACK
SECTIONS IV

SCALE: AS NOTED

Z7.3

NOT FOR CONSTRUCTION -
ISSUED FOR ULURP
DATE: 11/12/2020 REVISED: 12/20/2020


BUILDING D
BUILDING CD PODIUM
BUILDING B
FOR USE WAIVER
BUILDING AB PODIUM
PUBLIC OPEN SPACE
CHURCH
KEYPLAN
10 BUILDING D SECTION
12 BUILDING AB & B SECTION
9 BUILDING D SECTION
11 BUILDING D SECTION
BUILDING C
RESIDENTIAL
COMMERCIAL
PARKING
39TH AVE
MECHANICAL
Perkins Eastman
MUNICIPAL LOT #1 REDEVELOPMENT: FLUSHING COMMONS
HEIGHT & SETBACK SECTIONS V
Z7.4
NOT FOR CONSTRUCTION - ISSUED FOR ULURP

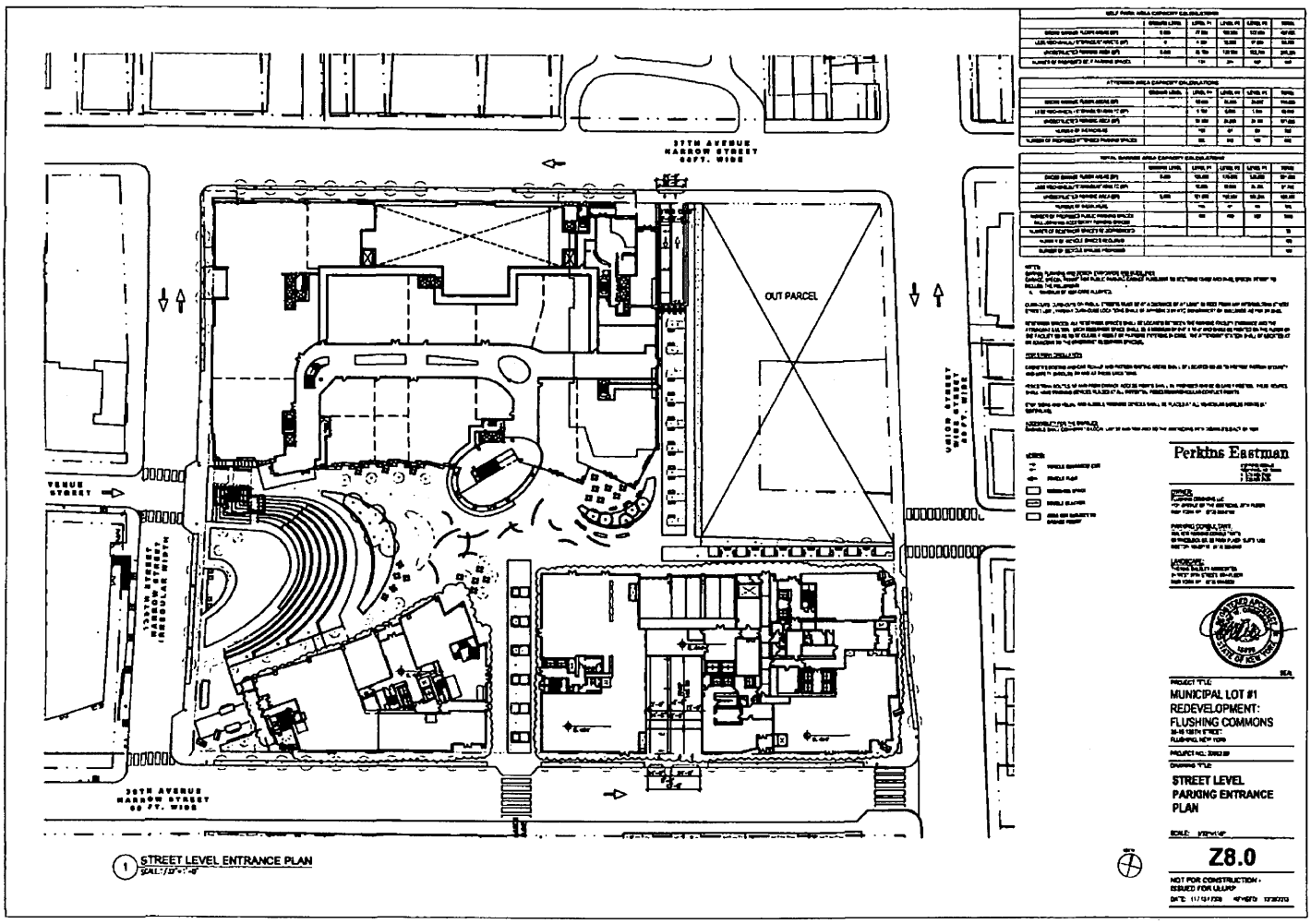

OUT PARCEL
VENUE STREET
UNION STREET
Perkins Eastman
MUNICIPAL LOT #1
REDEVELOPMENT:
FLUSHING COMMONS
STREET LEVEL
PARKING ENTRANCE
PLAN
Z8.0
NOT FOR CONSTRUCTION -
ISSUED FOR LU/ARP
1 STREET LEVEL ENTRANCE PLAN

EXHIBIT P

DEPARTMENT OF ENVIRONMENTAL PROTECTION DECLARATION

THIS PAGE INTENTIONALLY LEFT BLANK

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument.The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

2014011001106005001E0CB0

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 27**

Document ID: 2014011001106005 Document Date: 12-30-2013 Preparation Date: 01-10-2014
Document Type: SUNDRY MISCELLANEOUS
Document Page Count: 26

PRESENTER:
CHICAGO TITLE INSURANCE CO. (PICK-UP)
711 THIRD AVE, 5TH FLOOR
3613-0011
NEW YORK, NY 10017
212-880-1200
NYCOMMOPS@CTT.COM

RETURN TO:
CHICAGO TITLE INSURANCE CO. (PICK-UP)
PAUL WEISS RIFKIND WHARTON & GARRISON LLP
1285 AVENUE OF THE AMERICAS
NEW YORK, NY 10019

PROPERTY DATA

Borough	Block	Lot	Unit	Address
QUEENS	4978	25	Entire Lot	37-10 37TH AVENUE

Property Type: OTHER

CROSS REFERENCE DATA

CRFN_____ *or* DocumentID_____ *or* _____ Year_____ Reel____ Page_____ *or* File Number_____

PARTIES

PARTY 1:
FLUSHING COMMONS PROPERTY OWNER, LLC
1221 AVENUE OF THE AMERICAS
NEW YORK, NY 10020

FEES AND TAXES

Mortgage :

Mortgage Amount:	$	0.00
Taxable Mortgage Amount:	$	0.00
Exemption:		
TAXES: County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	0.00
Recording Fee:	$	167.00
Affidavit Fee:	$	0.00

Filing Fee: $ 0.00
NYC Real Property Transfer Tax: $ 0.00
NYS Real Estate Transfer Tax: $ 0.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
Recorded/Filed 01-14-2014 12:03
City Register File No.(CRFN): **2014000017008**

City Register Official Signature

PREPARED BY AND UPON
RECORDATION RETURN TO:

PAUL, WEISS, RIFKIND, WHARTON
& GARRISON LLP
1285 Avenue of the Americas
New York, New York 10019
Attn: Meredith J. Kane, Esq.

DEPARTMENT OF ENVIRONMENTAL PROTECTION DECLARATION

by

FLUSHING COMMONS PROPERTY OWNER, LLC
(Declarant)

Dated: As of December 30, 2013

Property Location:	37-10 37th Ave. Flushing, New York
County:	Queens
Block:	4978
Lot:	25

DEP DECLARATION

This DECLARATION made as of the 30 day of December, 2013, by FLUSHING COMMONS PROPERTY OWNER, LLC, a Delaware limited liability company, having an office located at 1221 Avenue of the Americas, New York, NY 10020 (together with its successors and assigns, and future owners of portions of the Subject Property as provided herein, "Declarant");

WITNESSETH

WHEREAS, Declarant is the fee owner of certain real property located in the County of Queens, City and State of New York, designated for real property tax purposes as Lot 25 of Tax Block 4978 (the "Subject Property") and is more particularly described in Exhibit A, annexed hereto and made part hereof; and

WHEREAS, Chicago Title Insurance Company has issued a Certification of Parties in Interest, annexed hereto as Exhibit B and made a part hereof, that as of the 30th day of December 2013, Declarant, hereinafter referred to as a ("Party-in-Interest"), is the only party-in-interest (as defined in subdivision (d) of the definition of "zoning lot" set forth in Section 12-10 of the Zoning Resolution of the
City of New York) in the Subject Property; and

WHEREAS, all Parties-in-Interest to the Subject Property have executed this Declaration; and

WHEREAS, pursuant to an indenture dated as of the date hereof (the "Deed"), Declarant acquired title to the Subject Property from New York City Economic Development Corporation ("EDC") (the "Transfer"), which acquired title to the Subject Property from the New York City Land Development Corporation, which acquired title from The City of New York (the "City") on December 30, 2013; and

WHEREAS, the City Planning Commission, acting pursuant to the Uniform Land Use Review Procedure ("ULURP") set forth in the New York City Charter, sections 197-c, 197-d, 200 and 201, adopted a resolution on June 23, 2010, approving the disposition of the Subject Property by City to EDC (Calendar No. 2 C 100206 PPQ) (the "Disposition ULURP Approval"); and

WHEREAS, the Declarant's predecessor-in-interest has obtained all discretionary ULURP approvals to develop a new, approximately 1.16 million square foot development containing approximately 671,000 square feet of residential floor area (approximately 620 dwelling units); 405,000 square feet of commercial floor area; 87,000 square feet of community facility floor area; and which would also include a 1.5 acre publicly accessible open space and a 1,600 space below-grade public parking garage (the "Current Project"); and

WHEREAS, in connection with the Transfer, an environmental assessment of the Subject Property pursuant to the State Environmental Quality Review Act (the "SEQRA") and the City Environmental Quality Review ("CEQR") (CEQR #06DME010Q) was prepared by the Office of

the Deputy Mayor for Economic Development and was reviewed by the City's Department of Environmental Protection ("DEP"); and

WHEREAS, the results of such review as documented in DEP's February 8, 2010 letter attached hereto as Exhibit C and further set forth in a Memorandum of Understanding (the "MOU"), dated June 11, 2010 and attached hereto as Exhibit D, has set forth the responsibilities of the Declarant all of which are made a part hereof, indicate the potential presence of hazardous materials; and

WHEREAS, Declarant desires to identify the existence of any potential hazardous materials and remediate any such hazardous materials found in connection with the development of the Subject Property for the Current Project and has prepared a Draft Environmental Impact Statement (the "DEIS"), dated January 20, 2010, a Phase I Environmental Site Assessment, and a Phase II Environmental Site Assessment and Declarant shall provide for the remediation of such hazardous materials in accordance with the DEIS, the MOU and DEP's February 8, 2010 letter and

WHEREAS, post certification administrative responsibilities for reviewing hazardous materials restrictive declarations was transferred to the Mayor's Office of Environmental Remediation ("OER"); and

WHEREAS, Declarant further desires to identify the existence of any potential hazardous materials impact and mitigate any such impact found in connection with the development or redevelopment of the Subject Property involving a change in use or soil disturbance subsequent to the Current Project ("Future Project") and has agreed to submit a hazardous materials sampling protocol prepared by a qualified consultant and including a health and safety plan, (the "Sampling Protocol"), specific to the Future Project, which shall be submitted for the approval of OER and to test and identify any potential hazardous materials impact pursuant to the approved Sampling Protocol and, if such impact is found, to submit a hazardous materials mitigation plan, including a health and safety plan, (the "Mitigation Plan") and upon the approval of the Mitigation Plan by OER, the Declarant shall provide for the mitigation of such impact; and

WHEREAS, Declarant agrees to implement the Sampling Protocol and all hazardous material mitigation required by the Mitigation Plan, if any, for the Current Project and any Future Project and desires to restrict the manner in which the Subject Property may be developed or redeveloped by having the implementation of the Sampling Protocol and Mitigation Plan, if any, for the Current Project or any Future Project performed to the satisfaction of OER be a condition precedent to any change of use in any such development or redevelopment for the Current Project or any Future Project; and

WHEREAS, Declarant intends this Declaration to be binding upon all successors and assigns; and

WHEREAS, Declarant intends this Declaration to benefit all land owners and tenants including the City of New York ("the City").

NOW, THEREFORE, Declarant does hereby declare and agree that the Subject Property shall be held, sold, transferred, and conveyed, subject to the restrictions and obligations which are for the purpose of protecting the value and desirability of the Subject Property and which shall run with the land, binding the successors and assigns of Declarant so long as they have any right, title or interest in the Subject Property or any part thereof:

1. (a) Declarant covenants and agrees that no application for (i) grading, excavation, foundation, alteration, building or other permit respecting the Subject Property which permits soil disturbance for the Current Project or any Future Project or (ii) a temporary or permanent Certificate of Occupancy that reflects a change in use group respecting the Subject Property for the Current Project or any Future Project, shall be submitted to or accepted from the Department of Buildings (the "DOB") by the Declarant until OER has issued to DOB, as applicable, either a Notice of No Objection as set forth in Paragraph 2(a), a Notice to Proceed as set forth in Paragraph 2(b), a Notice of Satisfaction as set forth in Paragraph 2(c) or a Final Notice of Satisfaction as set forth in Paragraph 2(d). Declarant shall submit a copy of the Notice of No Objection, Notice to Proceed, Notice of Satisfaction or Final Notice of Satisfaction to the DOB at the time of filing of any application set forth in this Paragraph 1(a).

(b) Declarant further covenants and agrees that no application for a temporary or permanent Certificate of Occupancy that reflects a change in use group respecting the Subject Property shall be submitted to or accepted from DOB by the Declarant until OER has issued to DOB, as applicable, either a Notice of No Objection as set forth in Paragraph 2(a), a Notice of Satisfaction as set forth in Paragraph 2(c) or a Final Notice of Satisfaction as set forth in Paragraph 2(d). Declarant shall submit a copy of the Notice of No Objection, Notice of Satisfaction or Final Notice of Satisfaction to the DOB at the time of filing of any application set forth in this Paragraph 1(b).

2. (a) Notice of No Objection - OER shall issue a Notice of No Objection for the Current Project or any Future Project after either of the following steps, as applicable, have been taken: (i) the Declarant has completed the work set forth in the OER approved Sampling Protocol and OER has determined in writing that the results of such sampling demonstrate that no hazardous materials mitigation is required for the proposed project or (ii) the Mitigation has been prepared and accepted by OER and OER has determined in writing that the Mitigation Plan has been fully completed to the satisfaction of OER.

(b) Notice to Proceed - OER shall issue a Notice to Proceed for the Current Project or any Future Project after it determines that: (i) the Remedial Action Plan or Remediation Plan, as applicable, has been approved by OER and (ii) the permit(s) respecting the Subject Property that permit grading, excavation, foundation, alteration, building or other permit respecting the Subject Property which permits soil disturbance or construction of the superstructure for the Current Project or any Future Project are necessary to further the implementation of the OER approved Remediation Plan.

(c) Notice of Satisfaction - OER shall issue a Notice of Satisfaction for the Current Project or any Future Project after the Remedial Action Plan or Remediation Plan, as applicable,

has been prepared and accepted by OER and OER has determined in writing that the Remedial Action Plan or Remediation Plan has been completed to the satisfaction of OER.

(d) Final Notice of Satisfaction - OER shall issue a Final Notice of Satisfaction for the Current Project or any Future Project after the Remedial Action Plan or Remediation Plan, as applicable, has been prepared and accepted by OER and OER has set forth in writing, that the Remedial Action Plan or Remediation Plan has been completed to the satisfaction of OER and all potential hazardous materials have been removed or remediated and no further hazardous remediation is required on the Subject Property as determined by OER.

3. Declarant represents and warrants with respect to the Subject Property, that no restrictions of record, nor any present or presently existing estate or interest in the Subject Property nor any lien, encumbrance, obligation, covenant of any kind preclude, presently or potentially, the imposition of the obligations and agreements of this Declaration.

4. Declarant acknowledges that the City is an interested party to this Declaration and consents to the enforcement of this Declaration solely by the City, administratively or at law or at equity, of the obligations, restrictions and agreements pursuant to this Declaration.

5. If fee title to any portion of the Subject Property is conveyed to a successor party, such successor party shall be deemed to be the Declarant hereunder with respect to the portion of the Subject Property to which it holds fee title, and such party, in its capacity as Declarant, shall be responsible to perform the obligations of Declarant hereunder with respect to such portion.

6. The provisions of this Declaration shall inure to the benefit of and be binding upon the respective successors and assigns of the Declarant, and references to the Declarant shall be deemed to include such successors and assigns as well as successors to their interest in the Subject Property. References in this Declaration to agencies or instrumentalities of the City shall be deemed to include agencies or instrumentalities succeeding to the jurisdiction thereof.

7. Declarant shall be liable in the performance of any term, provision, or covenant in this Declaration, subject to the following provisions:

The City and any other party relying on this Declaration will look solely to the fee estate interest of the Declarant in the Subject Property for the collection of any money judgment recovered against Declarant, and no other property of the Declarant shall be subject to levy, execution, or other enforcement procedure for the satisfaction of the remedies of the City or any other person or entity with respect to this Declaration. The Declarant shall have no personal liability under this Declaration.

8. The obligations, restrictions and agreements herein shall be binding on the Declarant or other parties in interest only for the period during which the Declarant and any such party in interest holds an interest in the Subject Property; provided, however, that the obligations, restrictions and agreements contained in this Declaration may not be enforced against the holder of any mortgage unless and until such holder succeeds to the fee interest of the Declarant by way of foreclosure or deed in lieu of foreclosure.

9. Declarant shall indemnify the City, its respective officers, employees and agents from all claims, actions, or judgments for loss, damage or injury, including death or property damage of whatsoever kind or nature, arising from Declarant's obligations under this Declaration, including without limitation, the negligence or carelessness of the Declarant, its agents, servants or employees in undertaking such obligations; provided, however, that should such a claim be made or action brought, Declarant shall have the right to defend such claim or action with attorneys reasonably acceptable to the City and no such claim or action shall be settled without the written consent of the City.

10. If Declarant is found by a court of competent jurisdiction to have been in default in the performance of its obligations under this Declaration, and such finding is upheld on a final appeal by a court of competent jurisdiction or by other proceeding or the time for further review of such finding or appeal has lapsed, Declarant shall indemnify and hold harmless the City from and against all reasonable legal and administrative expenses arising out of or in connection with the enforcement of Declarant's obligations under this Declaration as well as any reasonable legal and administrative expenses arising out of or in connection with the enforcement of any judgment obtained against the Declarant, including but not limited to the cost of undertaking the Mitigation Plan, if any.

11. Declarant shall cause every individual or entity that between the date hereof and the date of recordation of this Declaration, becomes a Party-in-Interest (as defined in subdivision (d) of the definition of "zoning lot" set forth in Section 12-10 of the Zoning Resolution of the City of New York) to all or a portion of the Subject Property to waive its right to execute this Declaration and subordinate its interest in the Subject Property to this Declaration. Any mortgage or other lien encumbering the Subject Property in effect after the recording date of this Declaration shall be subject and subordinate hereto as provided herein. Such waivers and subordination shall be attached to this Declaration as Exhibits and recorded in the Office of the County Register.

12. This Declaration and the provisions hereof shall become effective as of the date of this Declaration. Declarant shall record or shall cause this Declaration to be recorded in the Office of the County or City Register, indexing it against the Subject Property within five (5) business days of the date hereof and shall promptly deliver to the DEP and EDC proof of recording in the form of an affidavit of recording attaching the filing receipt and a copy of the Declaration as submitted for recording. Declarant shall also provide a certified copy of this Declaration as recorded to DEP, OER and EDC as soon as a certified copy is available.

13. This Declaration may be amended or modified by Declarant only with the approval of DEP or the agency succeeding to its jurisdiction and no other approval or consent shall be required from any other public body, private person or legal entity of any kind. A statement signed by the Deputy Commissioner of the Bureau of Environmental Planning and Assessment of DEP, or such person as authorized by the Deputy Commissioner, certifying approval of an amendment or modification of this Declaration shall be annexed to any instrument embodying such amendment or modification.

14. Any submittals necessary under this Declaration from Declarant to DEP shall be addressed to the Deputy Commissioner of Environmental Planning and Assessment of DEP, or such person as authorized by the Deputy Commissioner. As of the date of this Declaration DEP's address is:

New York City Department of Environmental Protection
Bureau of Environmental Planning and Assessment
11th Floor
59-17 Junction Blvd
Flushing, New York 11373

with copies to the following addresses:

New York City Office of Environmental Remediation
100 Gold Street, 2nd Floor
New York, NY 10038

New York City Economic Development Corporation
110 William Street
New York, NY 10038

15. Declarant expressly acknowledges that this Declaration is an essential element of the SEQRA review conducted in connection with the Transfer and as such the filing and recordation of this Declaration may be a precondition to the determination of significance pursuant to the SEQRA Regulations, Title 6 New York Code of Rules and Regulations ("NYCRR") Part 617.7.

16. Declarant acknowledges that the satisfaction of the obligations set forth in this Declaration does not relieve Declarant of any additional requirements imposed by Federal, State or Local laws.

17. This Declaration shall be governed by and construed in accordance with the laws of the State of New York.

18. Wherever in this Declaration, the certification, consent, approval, notice or other action of Declarant, DEP, OER or the City is required or permitted, such certification, consent, approval, notice or other action shall not be unreasonably withheld or delayed.

19. In the event that any provision of this Declaration is deemed, decreed, adjudged or determined to be invalid or unlawful by a court of competent jurisdiction, such provision shall be severable and the remainder of this Declaration shall continue to be in full force and effect.

20. Notice of Cancellation - Declarant may request that DEP issue a Notice of Cancellation upon receipt of a Final Notice of Satisfaction from OER indicating that all potential hazardous materials have been removed or remediated and no further hazardous remediation is required on the Subject Property. Upon receipt of a Notice of Cancellation from DEP, Declarant shall cause such Notice to be recorded in the same manner as the Declaration herein, thus

FLUSHING COMMONS PROPERTY OWNER, LLC,
a Delaware limited liability company

By: _____
Name: Rick Sondik
Title: President

STATE OF NEW YORK)
) .ss.:
COUNTY OF NEW YORK)

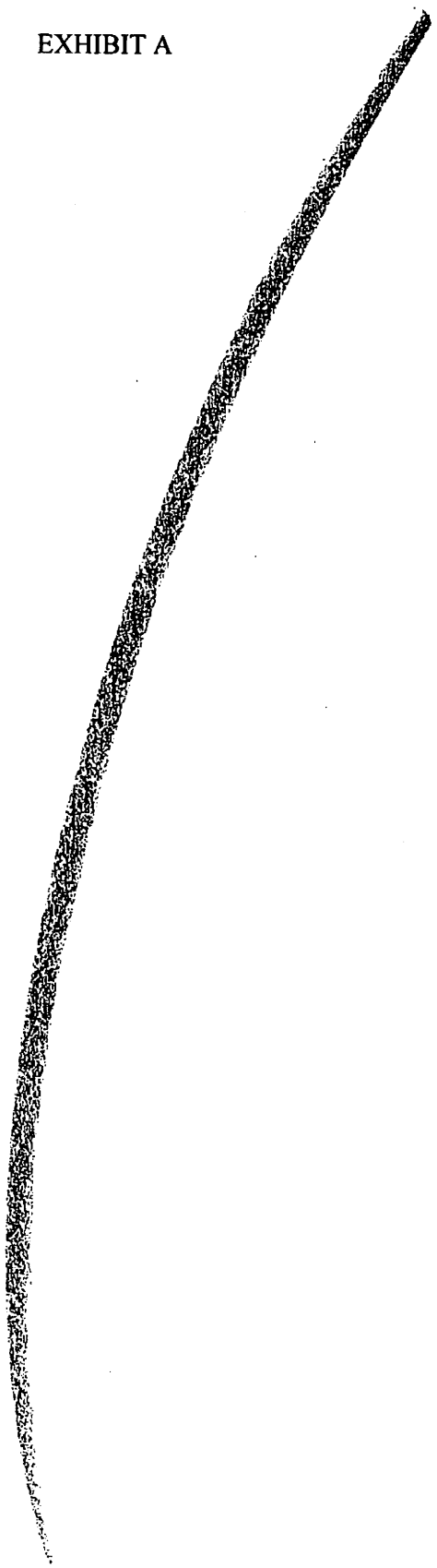
On the 27th day of December in the year 2013 before me, the undersigned, personally appeared Rick Sondik, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

SEAL

_____
Notary Public

ROBERT J. ALFARONE
Notary Public, State of New York
No. 01AL6097725
Qualified in Nassau County
Commission Expires Aug. 25, 2015

EXHIBIT A



WRITTEN DESCRIPTION
BLOCK 4978, LOT 25
IN THE CITY OF NEW YORK
FLUSHING, QUEENS
QUEENS COUNTY, NEW YORK

Beginning at a point formed by the intersection of the northerly line of 39th Avenue (68' Wide) and the westerly line of Union Street (80' Wide); running thence

1. Along said northerly line of 39th Avenue, South 81°10'53" West, a distance of 586.94 feet to a point formed by the intersection of said northerly line of 39th Avenue and the easterly line of 138th Street (Variable Width); thence

2. Along said easterly line of 138th Street, North 05°48'31" West, a distance of 313.65 feet to a point of deflection; thence

3. Continuing along said easterly line of 138th Street, North 08°58'40" West, a distance of 133.30 feet to a point formed by the intersection of said easterly line of 138th Street and the southerly line of 37th Avenue (68' Wide); thence

4. Along said southerly line of 37th Avenue, North 81°30'26" East, a distance of 407.01 feet to a point on the dividing line between Block 4978, Lots 20 and 25; thence

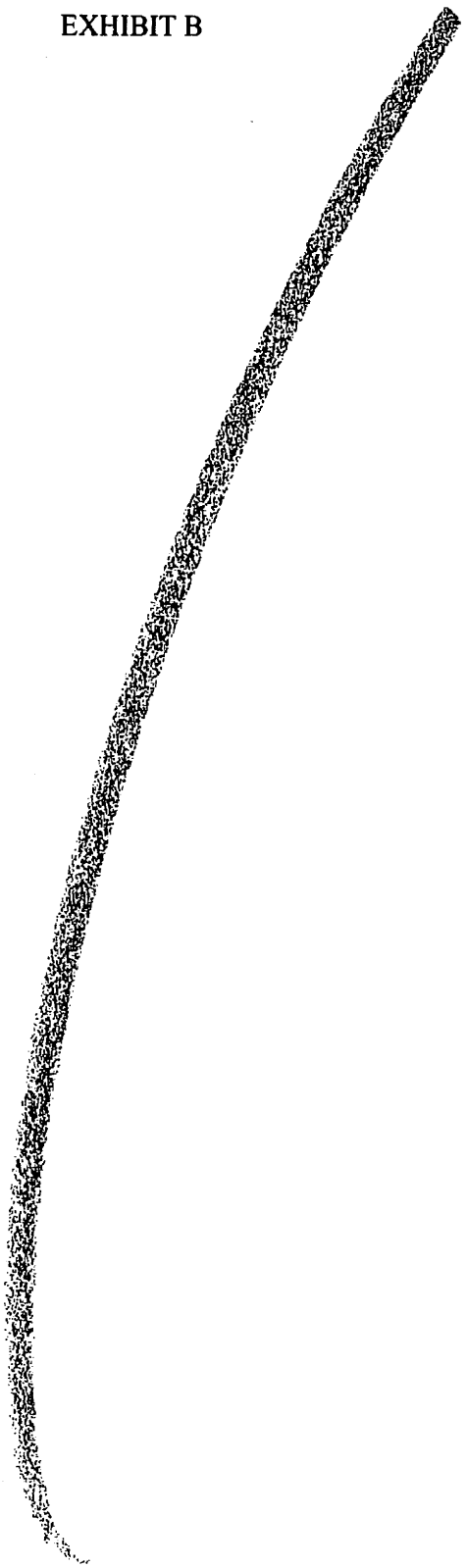
5. Leaving 37th Avenue and along said dividing line between Block 4978, Lots 20 and 25, South 08°29'34" East, a distance of 269.16 feet to a point; thence

6. Continuing along said dividing line, North 83°19'54" East, a distance of 158.94 feet to a point on the aforementioned westerly line of Union Street; thence

7. Along said westerly line of Union Street, South 11°02'00" East, a distance of 169.22 feet to the Point of Beginning.

Encompassing an area of 211,112 S.F./4.846 acres, more or less.

EXHIBIT B



Certificate No. 3613-00011

CERTIFICATION OF PARTIES IN INTEREST PURSUANT TO SUBDIVISION (C) OF THE DEFINITION OF ZONING LOT SET FORTH IN SECTION 12-10 OF THE ZONING RESOLUTION OF THE CITY OF NEW YORK, EFFECTIVE DECEMBER 15, 1961 AS AMENDED

CHICAGO TITLE INSURANCE COMPANY, a title insurance company licensed to do business in the State of New York and having its principal offices at 711 3rd Avenue, New York, New York 10017, hereby certifies to FLUSHING COMMONS PROPERTY OWNER, LLC that as to the land hereafter described, being a tract of land, either unsubdivided or consisting of two or more lots of record, contiguous for a minimum of ten linear feet, located within a single block, that all the parties in interest constituting a "party in interest" as defined in Subdivision (c) or (d) of the definition of zoning lot Section 12-10 of the Zoning Resolution of the City of New York, effective December 15, 1961, as amended, are the following:

	NAME AND ADDRESS	NATURE OF INTEREST
1.	Flushing Commons Property Owner, LLC	Fee Owner of Lot 25 by deed to be recorded

DESCRIPTION

METES AND BOUNDS

The subject tract of land with respect to which the foregoing parties are the parties in interest as aforesaid, is Tax Lot Number 25 in Block 4978 as shown on the Tax Map of the City of New York, Queens County, and is more particularly bounded and described as follows:

ALL THAT CERTAIN PLOT, PIECE, OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH AND COUNTY OF QUEENS, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FORMED BY THE INTERSECTION OF THE NORTHERLY LINE OF 39TH AVENUE (68 FEET WIDE) AND THE WESTERLY LINE OF UNION STREET (80 FEET WIDE); RUNNING THENCE

1. ALONG SAID NORTHERLY LINE OF 39TH AVENUE, SOUTH 81° 10' 53" WEST, A DISTANCE OF 586.94 FEET TO A POINT FORMED BY THE INTERSECTION OF SAID NORTHERLY LINE OF 39TH AVENUE AND THE EASTERLY LINE OF 138TH STREET (VARIABLE WIDTH); THENCE

2. ALONG SAID EASTERLY LINE OF 138TH STREET, NORTH 05° 48' 31" WEST, A DISTANCE OF 313.65 FEET TO A POINT OF DEFLECTION; THENCE

3. CONTINUING ALONG SAID EASTERLY LINE OF 138TH STREET, NORTH 08° 58'40" WEST, A DISTANCE OF 133.30 FEET TO A POINT FORMED BY THE INTERSECTION OF SAID EASTERLY LINE OF 138TH STREET AND THE SOUTHERLY LINE OF 37TH AVENUE (68TH FEET WIDE); THENCE

4. ALONG SAID SOUTHERLY LINE OF 37TH AVENUE, NORTH 81° 30' 26" EAST, A DISTANCE OF 407.01 FEET TO A POINT ON THE DIVIDING LINE BETWEEN BLOCK 4978, LOTS 20 AND 25; THENCE

5. LEAVING 37TH AVENUE AND ALONG SAID DIVIDING LINE BETWEEN BLOCK 4978, LOTS 20 AND 25, SOUTH 08° 29' 34" EAST, A DISTANCE OF 269.16 FEET TO A POINT; THENCE

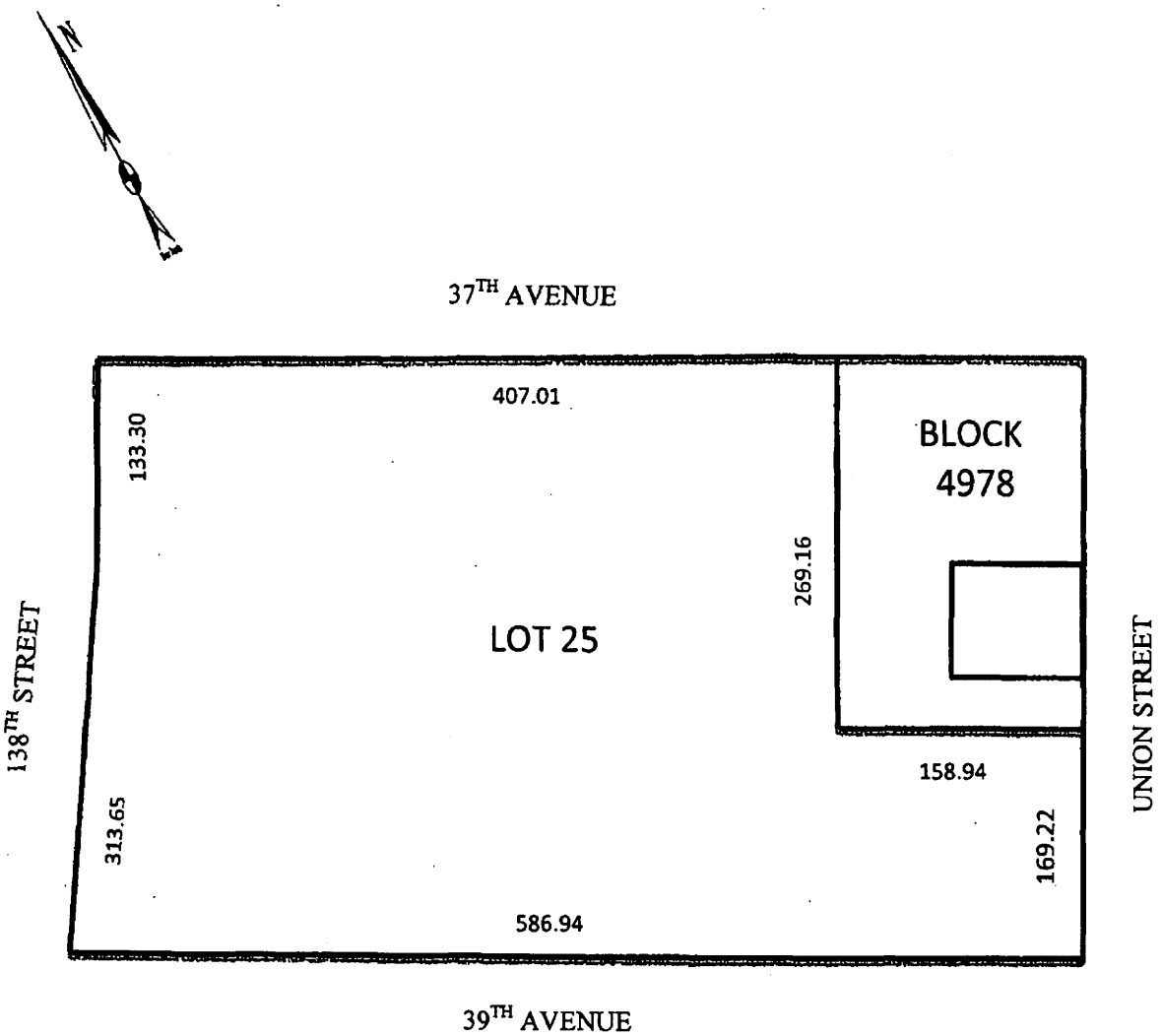
6. CONTINUING ALONG SAID DIVIDING LINE, NORTH 83° 19' 54" EAST, A DISTANCE OF 158.94 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY LINE OF UNION STREET; THENCE

7. ALONG SAID WESTERLY LINE OF UNION STREET, SOUTH 11° 02' 00" EAST, A DISTANCE OF 169.22 FEET TO THE POINT OF BEGINNING.

Certificate No. 3613-00011

That the said premises are known as and by street address 37-10 37th Avenue, Long Island City New York

As shown on the following DIAGRAM:



Certificate No. 3613-00011

NOTE:

A Zoning Lot may or may not coincide with a lot as shown on the Official Tax Map of the City of New York, or on any recorded subdivision plot or deed. A Zoning Lot may be subdivided into two or more zoning lots provided all the resulting zoning lots and all the buildings thereof shall comply with the applicable provisions of the zoning lot resolution.

The City of New York requires the submission of a New York City Report when a Zoning Lot Declaration is filed for recording pursuant to Zoning Lot Resolution 12-10 of the City of New York.

THE CERTIFICATION IS MADE FOR AND ACCEPTED BY THE APPLICANT UPON THE EXRESS UNDERSTANDING THAT LIABILITY HEREUNDER IS LIMITED TO ONE THOUSAND (1,000.00) DOLLARS.

CHICAGO TITLE INSURANCE COMPANY

By: Christopher J. Bellell V.P.

Dated: 12/03/2013

Certificate No. 3613-00011

UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT
(Within New York State)

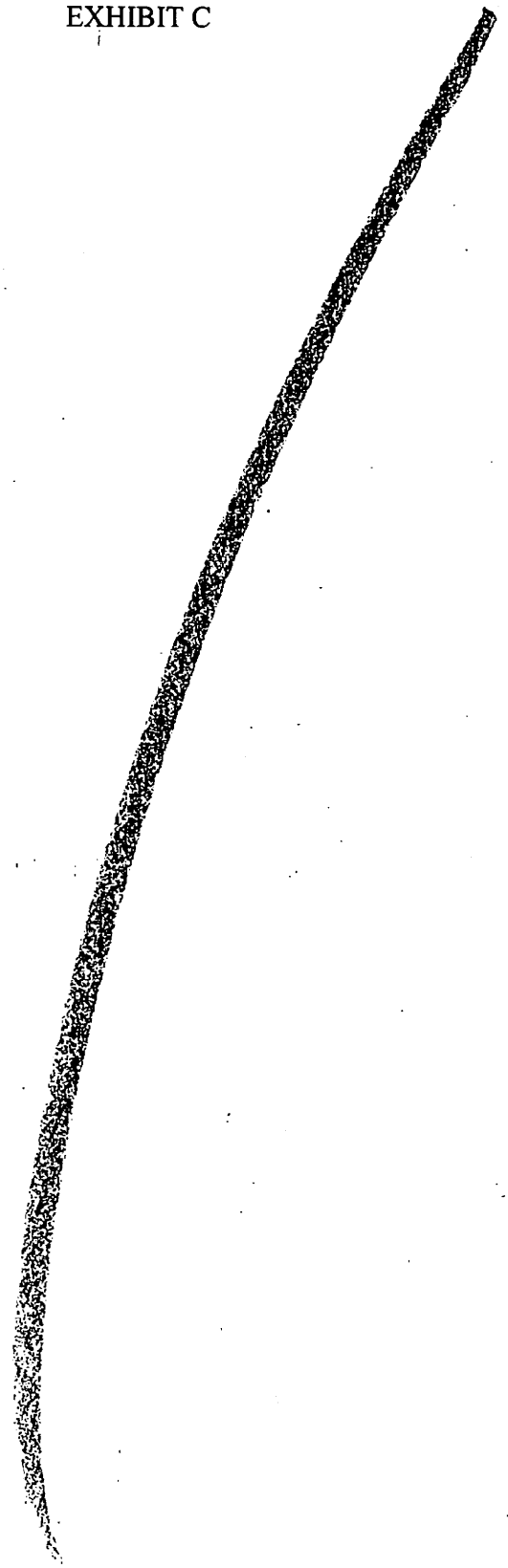
State of New York)
County of NEW YORK) ss.:

On the 26th day of DECEMBER in the year 2013 before me, the undersigned, personally appeared CHRISTOPHER J. BEDELL, 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.

Signature and Office of individual
taking acknowledgment

RITA GRANT MARONEY
Notary Public, State of New York
No. 01MA5051836
Qualified in Kings County
Commission Expires ~~Nov. 13, 20~~ July 27, 2014

EXHIBIT C



NYC Environmental Protection

Caswell F. Holloway
Commissioner

Angela Licata
Deputy Commissioner
ALicata@dep.nyc.gov

59-17 Junction Boulevard
Flushing, NY 11373

(718) 595-4398 tel
(718) 595-4479 fax

February 8, 2010

Mr. Robert Holbrook
New York City Economic Development Corporation
110 William Street
New York, NY 10038

Re: Flushing Commons
Downtown Flushing, Municipal Lot 1, Queens
DEP # 06DEPTECH098Q

Dear Mr. Holbrook:

The proposed Flushing Commons project would encompass the entire block bounded by 138th Street, 37th Avenue, 39th Avenue, and Union Street (Block 4978, Lots 25 and 46) located in Queens Community District 7. The proposed project would be comprised of a mix of uses, including approximately 620 apartments, up to 250 hotel rooms; up to 275,000 square feet of retail and restaurant space, up to 234,000 sqf of office space and up to 98,000 square feet of community facility space, including an approximately 62,000-square-foot YMCA and medical offices. The project would include 1,600 parking spaces below-grade public garage, which would replace the 1,101 parking space currently in the municipal lot. Entrances to the parking garage would be on 37th and 39th Avenues. Total gross square footage including below-grade space and parking would be 1.89 million square feet approximately 538,000 sqf of which would be below-grade. The proposed action would require the disposition of city-owned land to the developer and it would rezone the entire project block from C4-3 to C4-4. The project is expected to be completed and operational in 2013.

We have reviewed the Air Quality and Noise chapters of the DEIS, and the Memorandum Of Understanding dated January, 2010 and have the following comments:

Air Quality

- Recently the New York City Department of Environmental Protection has prepared a worksheet to calculate the equivalent of HDDV8B trucks from various vehicle compositions. Therefore, we advise the consultant to apply this worksheet and reassess the analysis of the PM2.5 between the Draft and the Final submission of the EIS.

- Please insert the text explaining that using the year 2005 instead of 2009 for existing condition was approved by the New York City Department of Transportation (DOT).

Noise:

- The noise section (Chapter 17) as presented in the document does not require revisions.

Hazardous Materials:

- The Memorandum Of Understanding as presented is acceptable.

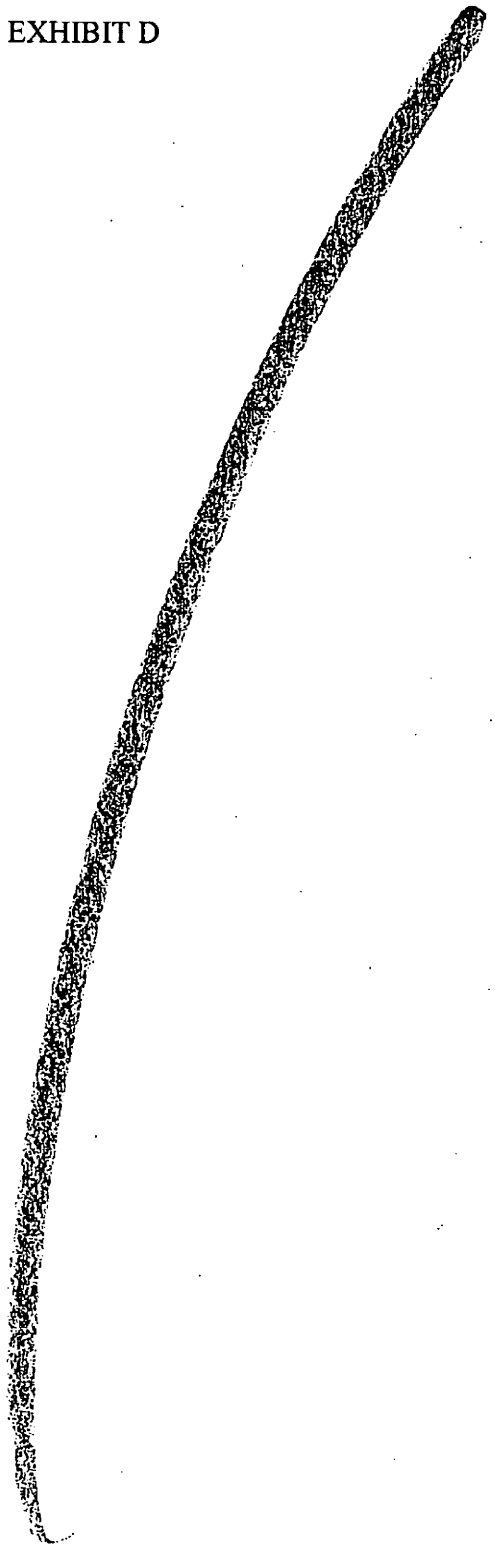
Please include DEP tracking number 06DEPTECH098Q on all future correspondence and submittals for this project. If you have any questions, you may contact me at (718) 595-4346.

Sincerely,

Shah Vafadari
Deputy Director of Air and Noise Review and Planning

cc: G. Heath, C. Chan, A. Popov, O. Zubkova, M. winter

EXHIBIT D



MEMORANDUM OF UNDERSTANDING BETWEEN
THE NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION
AND
THE NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION
FOR
FLUSHING COMMONS, BOROUGH OF QUEENS

This Memorandum of Understanding ("MOU"), dated as of 6-11, 2010, by and between the New York City Economic Development Corporation ("EDC") having an office at 110 William Street, New York, New York 10038 and the New York City Department of Environmental Protection ("DEP") having an office at 59-17 Junction Boulevard, Flushing, New York 11373.

WITNESSETH:

WHEREAS, EDC, acting on behalf of the City of New York (the "City"), intends to sell property (the "Property") located in the Borough of Queens, City and State of New York, designated for real property tax purposes as Block 4978 and Lot 25; and

WHEREAS, the Property is the subject of land use applications including a zoning map amendment, the disposition of City-owned property, a zoning text change, approval of a General Large Scale Plan, and Special Permit approval for a public parking garage (ULURP No. 100207 ZMQ, the "Rezoning" and ULURP Nos. 100208 ZSQ, 100209 ZSQ, 100212 ZSQ, 100206 PPQ, the "Disposition"); and

WHEREAS, the Office of the Deputy Mayor for Economic Development, in accordance with the State Environmental Quality Review Act (the "SEQRA") and the City Environmental Quality Review ("CEQR"), has prepared a Draft Environmental Impact Statement dated January 20, 2010 (the "DEIS"), a Phase I Environmental Site Assessment (the "Phase I") and a Phase II Environmental Site Assessment (the "Phase II") and has set forth the responsibilities of the parties identified below with respect to hazardous materials, so that no significant adverse impact on hazardous materials or public health would occur from the implementation of the Project.

WHEREAS, as a result of the Rezoning, the Property would be rezoned from C4-3 to a C4-4 zoning district; and

WHEREAS, as a result of the Rezoning and Disposition, the Property could be redeveloped with a mixed-use development containing up to 1.9 million square feet of new residential, retail, community facility and commercial uses (the "Project"); and

WHEREAS, absent the Disposition, the Property is expected to remain as is and is not expected to be redeveloped or experience a change in use as a result of the Rezoning; and

WHEREAS, in connection with the Disposition, EDC has designated a developer (the "Developer") to develop the Project;

NOW, THEREFORE, in consideration of the promises and the respective agreements and understandings contained herein, DEP and EDC hereto agree to the following:

1. DEIS Recommendations

The DEIS identified the potential for underground petroleum storage tanks located on the site. Although there was no evidence of buried tanks beneath the site, it is still possible that they could be encountered. Because this site is under City ownership, it is not subject to the regulations governing (E) designations. The subject of this MOU with NYCDEP is to ensure that any testing and remediation activities, as deemed necessary by NYCDEP in accordance with NYCDEP requirements and based on DCP's findings, are performed prior to and/or during development of or a change in use on this site. Typical testing and remediation protocol recommendations from the NYCDEP are listed below.

2. Testing and Remediation Protocols

a) A geophysical survey, to locate potential buried tanks, would be conducted after the municipal lot is closed and prior to any soil disturbance activities for the proposed Flushing Commons project.

b) Before any development of the Property involving soil disturbance or a change in use, a site specific hazardous materials sampling protocol prepared by a qualified consultant and including a site specific health and safety plan ("Sampling Protocol") will be submitted to DEP for review and approval; and

c) Upon DEP approval of the Sampling Protocol, testing and identification of any potential hazardous materials will be completed pursuant to such DEP-approved Sampling Protocol; and

d) If DEP determines that the results of such testing and identification pursuant to the Sampling Protocol identify any potential hazardous materials, a site specific hazardous materials remediation plan ("Remediation Plan"), including a site specific construction health and safety plan, will be submitted for DEP review and approval; and

e) Upon the approval of the Remediation Plan by DEP, remediation of such potential hazardous materials will be implemented in accordance with the DEP-approved Remediation Plan and a closure report prepared by a New York State licensed Professional Engineer will be submitted for DEP review and approval; and

f) No application for grading, excavation, foundation, alteration, building, or other permits respecting the Property which allows soil disturbance will be submitted to the Department of Buildings ("DOB"), and no such permit will be accepted from DOB, without the prior written approval of DEP; and

g) No application for a Temporary or Permanent Certificate of Occupancy that reflects a change in use respecting the Property will be submitted to DOB, and no such Temporary or Permanent Certificate of Occupancy will be accepted from DOB, without the prior written approval of DEP.

3. EDC Responsibilities

EDC agrees that it will require the Developer to implement the DEP Recommendations provided in Section 2 above through a separate recorded restrictive declaration approved by DEP or as an obligation to be incorporated into the deed from EDC to Developer (to the extent that any of the work is to be performed post-closing), which restrictive declaration or deed obligation shall bind Developer and its successors and assigns and shall run with the land. The actual remediation, if necessary, would be prescribed after the reuse/development program is established and prior to the commencement of the renovation and construction of the Project. The restrictive declaration shall be executed by Developer, as the fee owner of the Property, and provided to the title company for recordation at the closing of the sale of the Property. If it is determined that the Developer's obligations hereunder are to be incorporated into the EDC deed, a copy of such deed shall be provided to DEP.

4. DEP Responsibilities

(a) DEP agrees that it shall expeditiously review all submittals by Developer in connection with any required testing and, if necessary, remediation so as not to unduly delay Developer's commencement of construction as required by the deed between EDC and Developer. DEP further agrees that wherever a certification, consent, approval or other action of DEP is required or permitted in connection with such hazardous substances testing and remediation necessary to implement the DEP Recommendations, such DEP certification, consent, approval or other action shall not be unreasonably withheld or delayed.

(b) DEP agrees to provide the following notices as applicable based on Developer submittals:

i. Notice of No Objection - DEP shall issue a Notice of No Objection after Developer has completed the work set forth in the DEP approved Sampling Protocol for any development of the Property involving soil disturbance or a change in use and DEP has determined in writing that the results of such sampling demonstrate that no hazardous materials remediation is required for the defined project on the Property.

ii. Notice to Proceed - DEP shall issue a Notice to Proceed after it determines that: (i) the Remediation Plan for the Project or a

Future Project, as applicable, has been approved by DEP and (ii) the permit(s) respecting the Property that permit grading, excavation, foundation, alteration, building or other permit respecting the Property which permits soil disturbance or construction of the superstructure are necessary to further the implementation of the DEP approved Remediation Plan on the Property.

iii. Notice of Satisfaction - DEP shall issue a Notice of Satisfaction after the Remediation Plan for the Project or any Future Project, as applicable, has been prepared and accepted by DEP and DEP has determined in writing that such Remediation Plan has been completed to the satisfaction of DEP on the Property.

iv. Final Notice of Satisfaction - DEP shall issue a Final Notice of Satisfaction after the Remediation Plan has been prepared and accepted by DEP and DEP has set forth in writing, such Remediation Plan has been completed to the satisfaction of DEP and all potential hazardous materials have been removed or remediated and no further hazardous remediation is required on the Property as determined by DEP.

5. Non-liability of Individuals

No commissioner, director, officer, agent or employee of any party shall be charged personally or held contractually liable by or to any other party under any term or provision of this MOU or of any supplement, modification or amendment to this MOU or because of any breach or alleged breach thereof, or because of its or their execution or attempted execution.

6. Termination

This MOU shall terminate upon the occurrence of any one of the following:
(i) the Rezoning action is withdrawn by EDC;
(ii) the Rezoning action is disapproved or modified by the Commission or City Council in such a manner as to not change the zoning of the Property in whole or in part; or
(iii) the execution of a deed for the conveyance of the Property and a restrictive declaration containing at minimum the obligations provided in this MOU and approved by DEP.

7. Amendment

This MOU cannot be modified or amended except by a written instrument signed by both parties hereto.

8. Notices

All notices or correspondence in connection with this MOU shall be addressed and sent by regular mail, as follows:

TO EDC: New York City Economic Development Corporation
110 William Street
New York, New York 10038
Attn: Robert Holbrook

TO DEP: New York City Department of Environmental Protection
Bureau of Environmental Planning and Assesment
59-17 Junction Boulevard
Flushing, New York 11373
Attn: [illegible]

9. Counterparts

This MOU may be executed in counterparts, each of which so executed shall be deemed an original, and the counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed in their names and on their behalf by their duly authorized officers or commissioners, all as of the date first above written.

NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION

By: [signature]
Name: H. HARDY ADAMSKO
Title: SENIOR VICE PRESIDENT

NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: [signature]
Name: [illegible]
Title: ~~[illegible]~~ Deputy Commissioner

THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT Q

RESTRICTIVE DECLARATION – PARKING

THIS PAGE INTENTIONALLY LEFT BLANK

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

2014011001106006001E0CF4

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 11**

Document ID: 2014011001106006 Document Date: 12-30-2013 Preparation Date: 01-10-2014
Document Type: SUNDRY MISCELLANEOUS
Document Page Count: 10

PRESENTER:
CHICAGO TITLE INSURANCE CO. (PICK-UP)
711 THIRD AVE, 5TH FLOOR
3613-0011
NEW YORK, NY 10017
212-880-1200
NYCOMMOPS@CTT.COM

RETURN TO:
CHICAGO TITLE INSURANCE CO. (PICK-UP)
PAUL WEISS RIFKIND WHARTON & GARRISON LLP
1285 AVENUE OF THE AMERICAS
NEW YORK, NY 10019

PROPERTY DATA

Borough	Block	Lot	Unit	Address
QUEENS	4978	25	Entire Lot	37-10 37TH AVENUE

Property Type: OTHER

CROSS REFERENCE DATA

CRFN_____ *or* DocumentID_____ *or* _____ Year_____ Reel____ Page_____ *or* File Number_____

PARTIES

PARTY 1:
FLUSHING COMMONS PROPERTY OWNER, LLC
1221 AVENUE OF THE AMERICAS
NEW YORK, NY 10020

FEES AND TAXES

Mortgage :		
Mortgage Amount:	$	0.00
Taxable Mortgage Amount:	$	0.00
Exemption:		
TAXES: County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	0.00
Recording Fee:	$	87.00
Affidavit Fee:	$	0.00

Filing Fee:	$	0.00
NYC Real Property Transfer Tax:	$	0.00
NYS Real Estate Transfer Tax:	$	0.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
Recorded/Filed 01-14-2014 12:03
City Register File No.(CRFN): **2014000017009**

City Register Official Signature

PREPARED BY AND UPON
RECORDATION RETURN TO:

PAUL, WEISS, RIFKIND, WHARTON
& GARRISON LLP
1285 Avenue of the Americas
New York, New York 10019
Attn: Meredith J. Kane, Esq.

RESTRICTIVE DECLARATION – PARKING

by

FLUSHING COMMONS PROPERTY OWNER, LLC
(Declarant)

Dated: As of December 30, 2013

Property Location:	37-10 37th Ave. Flushing, New York
County:	Queens
Block:	4978
Lot:	25

RESTRICTIVE DECLARATION – PARKING

THIS RESTRICTIVE DECLARATION – PARKING (this "**Declaration**") is made as of the 30th day of December, 2013 (the "**Effective Date**") by FLUSHING COMMONS PROPERTY OWNER LLC, a Delaware limited liability company, having an address at 1221 Avenue of the Americas, New York, NY 10020 ("**Declarant**").

WITNESSETH:

WHEREAS, Declarant is the fee owner of certain real property located in the Borough of Queens, Queens County, City and State of New York, designated for real property tax purposes as Block 4978, part of Lot 25, which real property is more particularly described in Exhibit A annexed hereto and made a part hereof (such real property, the "**Subject Property**").

WHEREAS, Declarant is obligated pursuant to that certain deed (the "**Deed**"), dated as of the date hereof, from New York City Economic Development Corporation ("**NYCEDC**") to Declarant and intended to be recorded in the Office of the City Register, County of Queens, immediately prior to the recordation hereof, to construct on certain portions of the Subject Property 1,600 parking spaces consisting of self-parking and attended parking spaces, including required accessory parking for residential use as prescribed by zoning.

WHEREAS, those certain parking spaces to be located on the Subject Property and accessible by way of 37th Avenue shall be hereinafter referred to as the "**North Garage**", and those certain parking spaces to be located on the Subject Property and accessible by way of 39th Avenue shall be hereinafter referred to as the "**South Garage**", and the North Garage, South Garage and all required on-site surface parking spaces maintained during construction on the Subject Property shall be collectively hereinafter referred to as the "**Public Parking Spaces**").

WHEREAS, pursuant to the Deed, Declarant is executing and recording this Declaration for the purpose of restricting the parking rates to be charged for the use of the Public Parking Spaces during the time period and as set forth in Section 1 hereof.

NOW, THEREFORE, Declarant hereby declares, covenants and agrees as follows:

1. Restricted Parking Rates.

(a) During the time period commencing on the Effective Date and ending on the date on which the South Garage has been opened to the public for twenty-four (24) months (such time period, the "**Initial Period**"; the date on which the Initial Period ends, the "**Initial Period End Date**"), the parking rates for the Public Parking Spaces shall be, at maximum, $2 for one hour, $3 for two hours, $4 for three hours, and $5 for four hours, with no limit after four hours, as such rates are escalated

from January 1, 2004 to the Effective Date by the greater of (x) 3% per annum, compounded or (y) annual increases in the Consumer Price Index to all Urban Consumers (the "**CPI-U**"), published by the Bureau of Labor and Statistics of the United States Department of Labor, New York, N.Y., Northeastern N.J. Area, or any successor index thereto. The foregoing rates to be charged for the Public Parking Spaces may be blended to reflect a mean or other combined hourly rate for parking durations of up to four hours.

(b) During the time period commencing on the day following the Initial Period End Date and ending on the first (1st) anniversary of the Initial Period End Date, the parking rates for the Public Parking Spaces shall be, at maximum, $3 for one hour, $4 for two hours, $5 for three hours, and $6 for four hours, with no limit after four hours, as such rates are escalated from January 1, 2004 to the Initial Period End Date by the greater of (x) 3% per annum, compounded or (y) annual increases in the CPI-U.

(c) During the time period commencing on the day following the first (1st) anniversary of the Initial Period End Date and ending on the third (3rd) anniversary of the Initial Period End Date, the then existing rates to be charged for the Public Parking Spaces may be increased by the greater of (x) 3% per annum, compounded or (y) annual increases in the CPI-U.

(d) From and after the day following the third (3rd) anniversary of the Initial Period End Date, this Declaration shall not, and shall not be deemed to, impose any restrictions on the parking rates to be charged for the Public Parking Spaces.

2. Subdivision or Condominium Ownership; Application of Declaration to Parking Unit(s) or Parking Space Lot(s).

(a) In the event that any such portion of the Subject Property as comprises the Public Parking Spaces is hereafter converted to condominium ownership, a copy of this Declaration and any subsequent modification hereof shall be provided to the Attorney General with the offering documents at the time of application for approval of any such condominium offering plan.

(b) From and after the date that (A) any such portion of the Subject Property as comprises the Public Parking Spaces is converted to condominium ownership (the condominium unit(s) comprising all or a portion of the Public Parking Spaces, the "**Parking Unit(s)**"), or (B) the Subject Property is subdivided into separate tax lots (such separate tax lots as comprise all or a portion of the Public Parking Spaces, the "**Parking Space Tax Lot(s)**"), (i) the term 'Subject Property' for all purposes of this

Declaration shall be deemed to comprise solely the Parking Unit(s) or the Parking Space Tax Lot(s), as applicable, and no other portion of the Property described in Exhibit A, (ii) the balance of the Property described in Exhibit A (the "**Remaining Property**") shall be deemed released from this Declaration and the provisions hereof (for the avoidance of doubt, from and after the effective date of such condominium conversion or subdivision, as applicable, no portion of the Remaining Property shall, be subject to this Declaration), and (iii) only the owner(s) from time to time of the Subject Property shall be subject to this Declaration (for the avoidance of doubt, from and after the effective date of such condominium conversion or subdivision, as applicable, the restrictions, covenants, obligations and agreement herein shall not be binding on the Declarant or any successor owner of any portion of the Remaining Property except to the extent that Declarant or such successor owner owns an interest in the Subject Property).

(c) Declarant (and any successor owner of the Remaining Property) shall be entitled to execute and record, without the consent of any other person, entity or party, an amendment of this Declaration for the purpose of confirming and effectuating the provisions of Section 2(b).

3. Declaration to Run with the Land; Successors and Assigns.

(a) Subject to Section 2(b) and Section 3(c), this Declaration shall (x) run with the Subject Property in perpetuity and (y) bind Declarant and any successor owner holding title to the Subject Property from time to time.

(b) Subject to Section 2(b) and Section 3(c), upon conveyance or other transfer of title to the Subject Property, (x) the party acquiring title to the Subject Property shall be deemed to have assumed the obligations of Declarant (or of the successor owner, as applicable) under this Declaration with respect to the period from and after the date of such transfer, and (y) Declarant (or the successor owner, as applicable) transferring its interest to the Subject Property shall have no further rights, and shall be automatically released from all of its obligations, under or with respect to this Declaration arising from and after the date of such transfer.

(c) The restrictions, covenants, obligations and agreements herein shall be binding on Declarant and any successor owner of the Subject Property only for the period during which Declarant, or such successor owner, as applicable, holds a fee interest in the Subject Property.

4. Defaults and Remedies.

(a) Declarant acknowledges that the restrictions, covenants, and obligations of this Declaration will protect the value and desirability of the Subject Property and the Remaining Property, as well as benefit The City of New York (the "**City**"). If Declarant or any successor owner of the Subject Property fails to comply with any of its obligations under this Declaration, the Enforcement Parties (as hereinafter defined), or any of them, shall have the right to enforce this Declaration against the then-owner of the Subject Property, and exercise any administrative, legal or equitable remedy available to the Enforcement Parties, including, but not limited to, a mandatory injunction compelling the owner of the Subject Property to comply with the terms of this Declaration. The terms and provisions of this Section 4(a) are subject to Section 3(c) and Section 9.

(b) Notwithstanding anything to the contrary contained in this Declaration, the only persons and entities entitled to enforce or assert any claim arising out of or in connection with this Declaration (collectively, the "**Enforcement Parties**") are (x) so long as Declarant or any affiliate of Declarant owns any interest in any portion of the Subject Property or the Remaining Property, Declarant or such affiliate, (y) any successor owner holding a fee interest in the Subject Property at the time of such enforcement or assertion, as applicable, and (z) the City, NYCEDC and any agency of the City. Nothing contained in this Declaration shall be construed or deemed to allow any person or entity, except the Enforcement Parties, to have any interest in, right of enforcement of any provision of, or right to assert any claim arising out of or in connection with, this Declaration or any document or instrument executed or delivered in connection herewith.

(c) Prior to an Enforcement Party instituting any proceeding to enforce the terms or conditions of this Declaration due to any alleged violation hereof, such Enforcement Party shall give, at least thirty (30) business days prior to instituting any such proceeding (such period of thirty (30) business days, the "**Notice Period**"), written notice of such alleged violation to each of the following parties: (x) the fee owner of any portion of the Subject Property on which the alleged violation occurred, (y) each of the other Enforcement Parties, and (z) each mortgagee of all or any portion of the Subject Property on which the alleged violation occurred; provided that such mortgagees shall have given notice to the Enforcement Parties of their addresses prior to the time of the giving of the enforcement notice (provided that notice to NYCEDC of a mortgagee's address shall be deemed notice to the City and all agencies of the City). During the Notice Period, each of the persons and entities entitled to notice pursuant to this Section 4(c) (each such person or entity, a "**Notice Party**") shall have the opportunity to effect a cure of such alleged violation or to demonstrate to the applicable Enforcement Party why the alleged violation has not occurred. If any Notice Party performs any obligation or effects any cure, such performance or cure, as

applicable, shall be deemed performance on behalf of the person or entity that is required to perform such obligation under the terms of this Declaration and shall be accepted by any person or entity benefitted hereunder, including the Enforcement Parties, as if performed by the person or entity that is required to perform such obligation under the terms of this Declaration. If any Notice Party commences to effect such cure within the Notice Period, and thereafter proceeds diligently toward the effectuation of such cure, the Notice Period (as the Notice Period may be extended in accordance with the preceding clause) shall be extended for so long as shall be necessary to effect such cure, provided the Notice Party continues to proceed diligently with the effectuation of such cure.

(d) References in this Declaration to agencies or instrumentalities of the City shall be deemed to include agencies or instrumentalities succeeding to jurisdiction thereof pursuant to the laws of the State of New York and the New York City Charter.

5. Partial Invalidity. The invalidation of any part of this Declaration by any court having jurisdiction thereover shall in no way affect any of the other provisions of this Declaration, all of which shall remain in full force and effect.

6. Governing Law. This Declaration shall be governed by the laws of New York State applicable to agreements made and to be wholly performed within such state.

7. Amendment or Termination. Except to the extent set forth in Section 2(c), this Declaration may not be amended, modified or terminated at any time, except by a written instrument executed, acknowledged and delivered by each of (x) so long as Declarant or any affiliate of Declarant owns any interest in the Subject Property or the Remaining Property, Declarant or such affiliate, (y) any successor owner holding a fee interest in the Subject Property at the time of such amendment, modification or termination, and (z) NYCEDC or the City.

8. Further Assurances. Declarant, on behalf of itself and any successor fee owner of the Subject Property, hereby covenants and agrees that it will at any time and from time to time, execute, acknowledge and deliver, or will cause to be executed, acknowledged and delivered, all such further documents and instruments as may be reasonably required by NYCEDC or the City in order to carry out fully and effectuate the provisions of this Declaration.

9. Limited Liability. Notwithstanding anything to the contrary contained in this Declaration, any Enforcement Party enforcing rights under this Declaration shall look solely to the interest of Declarant (or any successor fee owner, as applicable) in the Subject Property for the collection of any judgment recovered against Declarant (or such successor fee owner, as applicable) or the enforcement of any remedy based upon any breach by Declarant (or such successor fee owner, as applicable) under this Declaration, and no other property of Declarant or any successor fee owner, as

applicable or their respective principals, disclosed or undisclosed partners, shareholders, directors, officers, members or employees shall be subject to levy, execution or other enforcement procedure for the satisfaction of the remedies under or with respect to this Declaration, and no such person or entity shall have any personal liability under this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the day and year first written above.

FLUSHING COMMONS PROPERTY OWNER, LLC,
a Delaware limited liability company

By: _____
Name: Rich Sondik
Title: President

STATE OF NEW YORK)

) ss:

COUNTY OF NEW YORK)

On the 27th day of December, 2013, before me, the undersigned, a Notary Public in and for said state, personally appeared Rick Sondik, 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 this instrument.

_____
Notary Public

ROBERT J. ALFARONE
Notary Public, State of New York
No. 01AL6097725
Qualified in Nassau County
Commission Expires Aug. 25, 2015

SEAL

[Signature Page to Restrictive Parking Declaration]

EXHIBIT A
Legal Description of Subject Property

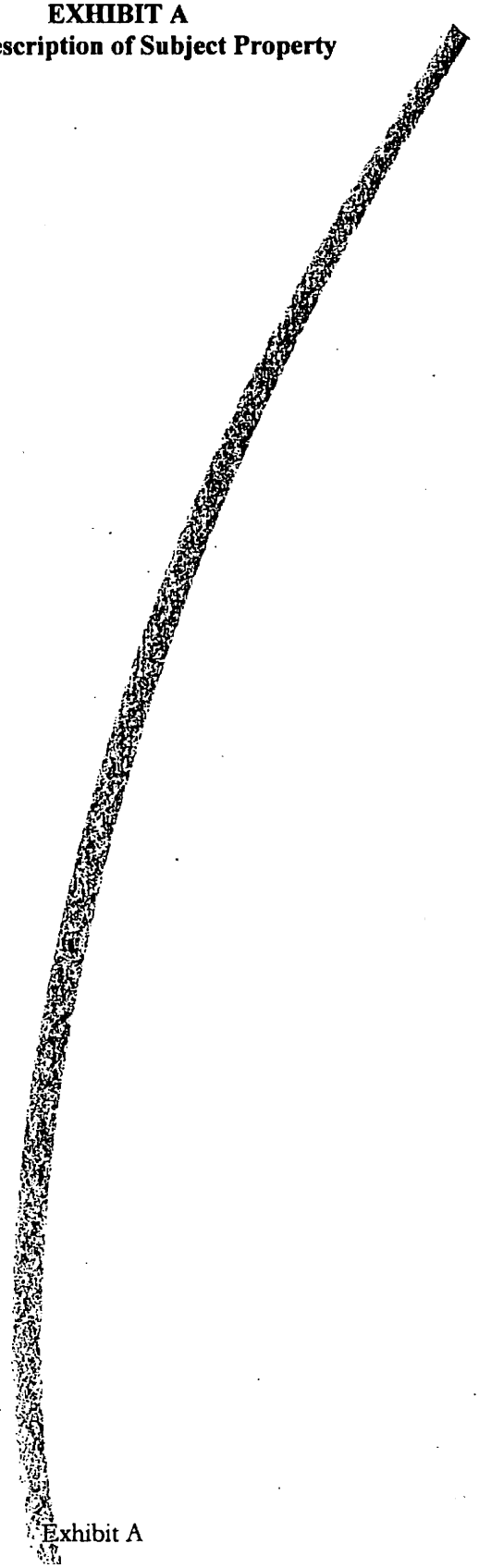


Exhibit A

WRITTEN DESCRIPTION
BLOCK 4978, LOT 25
IN THE CITY OF NEW YORK
FLUSHING, QUEENS
QUEENS COUNTY, NEW YORK

Beginning at a point formed by the intersection of the northerly line of 39th Avenue (68' Wide) and the westerly line of Union Street (80' Wide); running thence

1. Along said northerly line of 39th Avenue, South 81°10'53" West, a distance of 586.94 feet to a point formed by the intersection of said northerly line of 39th Avenue and the easterly line of 138th Street (Variable Width); thence

2. Along said easterly line of 138th Street, North 05°48'31" West, a distance of 313.65 feet to a point of deflection; thence

3. Continuing along said easterly line of 138th Street, North 08°58'40" West, a distance of 133.30 feet to a point formed by the intersection of said easterly line of 138th Street and the southerly line of 37th Avenue (68' Wide); thence

4. Along said southerly line of 37th Avenue, North 81°30'26" East, a distance of 407.01 feet to a point on the dividing line between Block 4978, Lots 20 and 25; thence

5. Leaving 37th Avenue and along said dividing line between Block 4978, Lots 20 and 25, South 08°29'34" East, a distance of 269.16 feet to a point; thence

6. Continuing along said dividing line, North 83°19'54" East, a distance of 158.94 feet to a point on the aforementioned westerly line of Union Street; thence

7. Along said westerly line of Union Street, South 11°02'00" East, a distance of 169.22 feet to the Point of Beginning.

Encompassing an area of 211,112 S.F./4.846 acres, more or less.

THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT R

DEED OF PROPERTY

THIS PAGE INTENTIONALLY LEFT BLANK

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument.The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

2014011001106003001E0C38

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 23**

Document ID: 2014011001106003 Document Date: 12-30-2013 Preparation Date: 01-10-2014
Document Type: DEED
Document Page Count: 22

PRESENTER:
CHICAGO TITLE INSURANCE CO. (PICK-UP)
711 THIRD AVE, 5TH FLOOR
3613-0011
NEW YORK, NY 10017
212-880-1200
NYCOMMOPS@CTT.COM

RETURN TO:
CHICAGO TITLE INSURANCE CO. (PICK-UP)
PAUL WEISS RIFKIND WHARTON & GARRISON LLP
1285 AVENUE OF THE AMERICAS
NEW YORK, NY 10019

PROPERTY DATA

Borough	Block	Lot	Unit	Address
QUEENS	4978	25	Entire Lot	37-10 37TH AVENUE

Property Type: OTHER

CROSS REFERENCE DATA

CRFN_____ *or* DocumentID_____ *or* _____ Year____ Reel____ Page_____ *or* File Number_____

PARTIES

GRANTOR/SELLER:
NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION
110 WILLIAM STREET
NEW YORK, NY 10038

GRANTEE/BUYER:
FLUSHING COMMONS PROPERTY OWNER, LLC
1221 AVENUE OF THE AMERICAS
NEW YORK, NY 10020

FEES AND TAXES

Mortgage :		
Mortgage Amount:	$	0.00
Taxable Mortgage Amount:	$	0.00
Exemption:		
TAXES: County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	0.00
Recording Fee:	$	147.00
Affidavit Fee:	$	0.00

Filing Fee:	$	0.00
NYC Real Property Transfer Tax:	$	525,000.00
NYS Real Estate Transfer Tax:	$	80,000.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
Recorded/Filed 01-14-2014 12:03
City Register File No.(CRFN): **2014000017006**

City Register Official Signature

PREPARED BY AND UPON
RECORDATION RETURN TO:

PAUL, WEISS, RIFKIND, WHARTON
& GARRISON LLP
1285 Avenue of the Americas
New York, New York 10019
Attn: Meredith J. Kane, Esq.

DEED

by

NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION
(Seller)

to and for the benefit of

FLUSHING COMMONS PROPERTY OWNER, LLC
(Purchaser)

Dated: As of December 30, 2013

Property Location:	37-10 37th Ave. Flushing, New York
County:	Queens
Block:	4978
Lot:	25

THIS INDENTURE, dated as of December 30, 2013, between NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION ("**Grantor**"), a not-for-profit corporation incorporated under New York State Not for Profit Corporation Law, having an office at 110 William Street, New York, New York 10038, and FLUSHING COMMONS PROPERTY OWNER, LLC ("**Grantee**"), a Delaware limited liability company, having its principal place of business at 1221 Avenue of the Americas, New York, New York 10020. Whenever Grantor or Grantee is referred to in this Indenture, it shall mean Grantor and its successors and assigns or Grantee and its successors and assigns, respectively, including Phase I Property Owner and Phase II Property Owner (as hereinafter defined).

W I T N E S S E T H

WHEREAS, the Mayor of The City of New York on December 30, 2013 authorized the sale of the Property (as hereinafter defined) by The City of New York (the "**City**") to New York City Land Development Corporation ("**NYCLDC**") for conveyance to Grantor for economic development purposes; and

WHEREAS, the Queens Borough Board by Resolution adopted on September 20, 2010, approved such transfer of title; and

WHEREAS, simultaneously herewith Grantee has executed and delivered and will cause to be recorded against the public records of the premises with the Office of the City Register of the City of New York, for the County of Queens, a Declaration of General Large Scale Development (the "**Declaration GLSD**") in favor of the City; and

WHEREAS, simultaneously herewith Grantee has executed and delivered and will cause to be recorded against the public records of the premises with the Office of the City Register of the City of New York, for the County of Queens, a Restrictive Declaration - Parking (the "**Parking Declaration**"), in favor of the City;

WHEREAS, simultaneously herewith Grantee has executed and delivered and will cause to be recorded against the public records of the premises with the Office of the City Register of the City of New York, for the County of Queens, a DEP Declaration (the "**DEP Declaration**"), in favor of the City;

NOW, THEREFORE, Grantor, in consideration of the sum of TWENTY MILLION AND NO/100 DOLLARS ($20,000,000.00), paid by Grantee, and other valuable consideration, does hereby grant and release unto Grantee forever:

ALL that certain plot, piece or parcel of land situate, lying and being in the Borough of Queens, City and State of New York, being known and designated as Block 4978, Lot 25 on the Tax Map for said Borough (the "**Property**"), bounded and described more particularly in Exhibit A annexed hereto and made a part hereof.

TO HAVE AND TO HOLD said Property herein granted unto Grantee, the heirs and successors and assigns of Grantee forever.

The following terms are defined herein as follows:

"**Approved Plans**" shall mean the approved plans and specifications prepared by Perkins Eastman, attached to the Declaration GLSD, as such plans may be amended in accordance with the Declaration GLSD.

"**Building A**" shall have the meaning ascribed in the City Planning Approval and as shown on the Approved Plans.

"**Building B**" shall have the meaning ascribed in the City Planning Approval and as shown on the Approved Plans.

"**Building C**" shall have the meaning ascribed in the City Planning Approval and as shown on the Approved Plans.

"**Building D**" shall have the meaning ascribed in the City Planning Approval and as shown on the Approved Plans.

"**Building E**" shall have the meaning ascribed in the City Planning Approval and as shown on the Approved Plans.

"**City**" shall mean The City of New York.

"**City Planning Approval**" shall mean the City Planning Commission actions taken on June 23, 2010 and July 29, 2010, as follows: C 100206 PPQ (Calendar No. 2) the disposition of the Property originally owned by the City; C 100207 ZMQ (Calendar No. 3) rezoning of the Property from a C4-3 district to a C4-4 district; C 100208 ZSQ (Calendar No. 4) special permits pursuant to Sections 74-743 and 74-744 of the New York City Zoning Resolution ("**ZR**") special permits for waivers of height and setback, rear yard equivalent, rear yard setback, location of uses within buildings, minimum distance between buildings, windows and walls to facilitate the development as a General Large Scale Development; C 100209 ZSQ (Calendar No. 5) special permit to allow a public parking facility with a maximum capacity of 1,600 spaces; N 100210 ZRQ (Calendar No. 6) zoning text amendment relating to Open Space in General Large Scale Developments in C4-4 Districts; N 100211 ZRQ (Calendar No. 7) ZR amendment to allow public parking lots as-of-right and exempt such parking requirements for public access and visual corridors.

"**Default User**" shall mean a community facility user acceptable to Grantor and Phase II Property Owner that will occupy the YMCA Unit in the event the YMCA Contract is terminated.

"**Environmental Laws**" shall mean, collectively, the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., the Hazardous Materials Transportation Authorization Act, 49 U.S.C. Section 5101 et seq., the New York Environmental Conservation Law, Section 27-0901 et seq., the Clean Water Act, 33 U.S.C. Section 1321 et seq., and any Federal, State, or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, radioactive, biohazardous or dangerous waste, substance or materials, including any regulations adopted and publications promulgated with respect thereto.

"**Hazardous Substances**" shall mean any (i) "hazardous substance" as defined under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., or (ii) "hazardous waste" as defined under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., or (iii) "hazardous materials" as defined under the Hazardous Materials Transportation Authorization Act, 49 U.S.C. Section 5101 et seq., or (iv) "hazardous waste" as defined under New York Environmental Conservation Law, Section 27-0901 et seq., or (v) "hazardous substance" as defined under the Clean Water Act, 33 U.S.C. Section 1321 et seq., and the regulations adopted and publications promulgated pursuant to the above, and all other applicable laws, rules or regulations of all Federal, State and local authorities having jurisdiction over the Property.

"**Institutional Lender**" shall mean: (i) (a) Starwood Property Trust, Inc.; and/or (b) a savings and loan association; (c) a savings bank; (d) a commercial bank or trust company (whether acting individually or in a fiduciary capacity); (e) an insurance company; (f) a religious, educational or eleemosynary institution, an educational, a federal state or municipal or similar public employees' welfare, benefit, pension or retirement fund, a governmental agency or entity insured by a governmental agency, a credit union, trust or endowment fund, or any other corporation or organization subject to supervision and regulation by the insurance or banking departments of any State of the United States or the United States Treasury, or any successor department or departments hereafter exercising the same functions as said departments; (g) an investment banking firm or other financial institution, a private equity or investment fund or other entity regularly engaged in the business of providing debt, mortgage financing or mezzanine financing and/or preferred equity, a real estate investment trust, an institution that qualifies as a REMIC under the Internal Revenue Code of 1986, as amended, a trustee or issuer of collateralized mortgage obligations, a loan conduit or other similar investment entity (whether any of the foregoing shall be acting individually or in any fiduciary capacity); (h) any governmental agency or entity insured by a governmental agency; or (i) any entity substantially similar to any of the foregoing and which is generally commercially treated as an institutional investor or institutional trustee, servicer or fiduciary, any combination of the forgoing entities or any other entity or entities all of the equity owners of which are Institutional Lenders under another clause of this definition or any other lender approved by Seller in its sole discretion; provided any of the foregoing Persons in clauses (a) through (i) inclusive shall be subject to service of process within the United States of America and (other than in the case of a governmental agency, entity insured by a governmental agency, public benefit corporation or a pass-through conduit for securities issued by a governmental or quasi-governmental agency or public benefit corporation, or any subsidiary of the forgoing) shall have, at the time of the initial determination of its status as an Institutional Lender, either individual or combined assets of $750,000,000 and net worth, capital, statutory surplus, shareholder's equity, committed capital net of all liabilities, or assets under management net of all liabilities (any of the forgoing, "**Net Worth**") of at least $300,000,000, as adjusted every five (5) years to reflect any increase in the Consumer Price Index to all Urban Consumers, published by the Bureau of Labor and Statistics of the United States Department of Labor, New York, N.Y., Northeastern N.J. Area, or any successor index thereto, and (ii) any Person Controlling, Controlled by or under common Control with any person described in clause (i). As used in this definition, "**Control**" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or

otherwise, and the terms "Controlled," "Controlling" and "Common Control" shall have correlative meanings.

"**Mezzanine Interests**" shall mean direct or indirect Equity Interests in Grantee, Phase I Property Owner, Phase II Property Owner, or any other owner of any portion of the Property.

"**Mezzanine Lender**" shall mean any Institutional Lender that is not a Related Party of Phase I Property Owner and/or Phase II Property Owner, as applicable (except following an exercise of remedies by such Mezzanine Lender), that holds a bona fide loan secured in whole or in part by a pledge of Mezzanine Interests, of which the Grantee or such Institutional Lender has given Grantor notice in accordance with Section 18 hereof.

"**Mortgage Lender**" shall mean any Institutional Lender that is not a Related Party of Phase I Property Owner and/or Phase II Property Owner, as applicable (except following an exercise of remedies by such Mortgage Lender), that holds a bona fide mortgage loan encumbering all or any portion of the Property, which is either recorded in the Office of the City Register of the City of New York, County of Queens, or of which the Grantee or such Institutional Lender has given Grantor notice in accordance with Section 18 hereof.

"**North Garage**" shall mean the below-grade parking garage accessible by way of 37th Avenue on the north side of the Property as shown on the Approved Plans.

"**Open Space**" shall mean the 1.5 acre public open space as more particularly described in the Declaration GLSD and as shown in the Approved Plans.

"**Permitted Developer**" has the meaning provided in paragraph 8 hereof.

"**Permitted Person**" means any Person that (A) is not in default or in breach, beyond any applicable grace period, of its obligations under any written agreement with the City or Grantor, involving an amount of $10,000 or more, unless such default or breach is then being contested with due diligence in proceedings in a court or other appropriate forum or has been waived in writing by the City or Grantor, as the case may be; (B) has not been convicted of a felony and/or any crime involving moral turpitude in the past ten (10) years; (C) has not received written notice of default in the payment to the City of any real estate taxes or other municipal taxes, assessments or other charges, individually, in excess of Ten Thousand Dollars ($10,000.00) that have not been cured or satisfied, unless such default is then being contested with due diligence in proceedings in a court or other appropriate forum; and (D) has not, at any time in the three (3) preceding years, owned any property which, while in the ownership of such Person, was acquired by the City by in rem tax foreclosure, other than a property in which the City has released or is in the process of releasing its interest to such Person pursuant to the Administrative Code of the City.

"**Person**" shall mean any individual, corporation, partnership, joint venture, limited liability company, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

"Phase I Land" shall mean those certain lots and parcels comprising the portion of the Property on which the Phase I Project is to be located as shown on the Approved Plans, and shall be more specifically described by the metes and bounds description to be established pursuant to Section 1 of this Indenture. (The Phase I Land and the Phase II Land collectively comprise the Property.)

"Phase II Land" shall mean those certain lots and parcels comprising the portion of the Property on which the Phase II Project is to be located as shown on the Approved Plans, and shall be more specifically described by the metes and bounds description to be established pursuant to Section 1 of this Indenture. (The Phase I Land and the Phase II Land collectively comprise the Property.)

"**Phase I Obligations**" have the meaning set forth in Section 2 hereof.

"**Phase II Obligations**" have the meaning set forth in Section 3 hereof.

"**Phase I Project**" shall mean the development and construction of Buildings C, D, and South Garage on the Phase I Land, to consist of the following: not less than 160,000 gross square feet of residential space to be constructed in either Buildings C or D; not less than 30,000 gross square feet of retail space to be constructed in either Buildings C or D; not less than 130,000 gross square feet of office space and/or a hotel to be constructed in either Buildings C or D; not less than 35,000 gross square feet of residential space or commercial space to be constructed in either Buildings C or D; not less than 982 Public Parking Spaces in the South Garage.

"Phase II Project" shall mean the development and construction of Buildings A, B, E, the YMCA Unit, the North Garage and the Open Space on the Phase II Land, to consist of the following: not less than 250,000 gross square feet in Building A; not less than 100,000 gross square feet in Building B; not less than 90,000 gross square feet of retail or hotel and the YMCA Unit in Building E; not less than 618 Public Parking Spaces in the North Garage, and the Open Space.

"**Phase II Project Construction Commencement**" shall mean (i) commencement of demolition of the then-existing portion of the garage existing on the Property as of the date hereof necessary in order to prepare for the construction of the foundation of the Phase II Project, (ii) closing of debt and equity sources in an amount sufficient in the reasonable judgment of Grantor to fund construction of the Phase II Project, including without limitation the YMCA Unit, the Open Space, and the North Garage, and (iii) delivery of a completion guaranty with respect to the Phase II Project to the construction lender for the Phase II Project.

"**Phase I Property Owner**" shall mean Grantee or its successors and assigns as owner from time to time of the Phase I Land, as set forth herein.

"**Phase II Property Owner**" shall mean Flushing Commons LLC, the contract vendee of the Phase II Land, or its successors and assigns as contract vendee of the Phase II Land (notwithstanding that it is not then the fee owner of the Phase II Land), and after conveyance of the Phase II Land by Grantee to a successor owner, the owner from time to time of the Phase II Land, as set forth herein.

"**Phase I Reverter Obligations**" shall mean those items designated as Phase I Reverter Obligations in this Indenture.

"**Phase II Reverter Obligations**" shall mean those items designated as Phase II Reverter Obligations in this Indenture.

"**Project**" shall mean the development of Buildings A, B, C, D, and E, the YMCA Unit, the Open Space and 1600 on-site Public Parking Spaces as more particularly described herein.

"**Public Parking Spaces**" shall mean parking spaces required at the Property pursuant to this Indenture, which may be surface and/or valet parking to the extent not inconsistent with the City Planning Approval.

"**Related Party**" means as to any Person any other Person that (i) directly or indirectly owns five percent (5%) or more of all Equity Interests in such Person, or (ii) is in Control of, is Controlled by or is under common Control with such Person. As used in this definition, (A) "**Control**" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise, and the terms "Controlled," "Controlling" and "Common Control" shall have correlative meanings, and (B) "**Equity Interests**" shall mean (1) partnership interests (general or limited) in a partnership, (2) membership interests in a limited liability company, (3) shares or stock interests in a corporation, and (4) the beneficial ownership interests in a trust.

"**South Garage**" shall mean the below-grade parking garage accessible by way of 39th Avenue on the south side of the Property as shown on the Approved Plans.

"**Substantial Completion**" or "**Substantially Complete**" shall mean, except as to the Open Space, the issuance of a temporary certificate of occupancy for the applicable portion of the Project (i.e., Buildings A, B, C, D, and E, the South Garage and the North Garage), and as to the Open Space, as Substantial Completion thereof is defined in the Declaration GLSD.

"**Substantial Completion of the Phase I Project**" shall mean the issuance of temporary certificate(s) of occupancy for all of Buildings C, D and South Garage.

"**Substantial Completion of the Phase II Project**" shall mean the issuance of a temporary certificate(s) of occupancy for all of Buildings A, B, E and North Garage and Substantial Completion of the Open Space.

"**Unavoidable Delay**" shall mean delays incurred by Grantee due to strikes, lockouts or other labor disputes, catastrophic weather, inability to obtain labor or materials due to restrictions of Governmental Authorities, enemy action, civil commotion, fire or other hazards of the kind typically covered by property damage or business interruption insurance policies, acts of war or terrorism (whether or not typically so covered), court orders not resulting from any unlawful action or breach of contract of Grantee or any affiliate thereof, unusual and unjustified delays in the performance of ministerial duties of governmental officials, failures by contractors or other third parties unaffiliated with Grantee to perform their contractual obligations, physical conditions on the Property which differ materially from those ordinarily found to exist in

connection with similar construction activities on sites in the vicinity of the Project, provided such conditions (AA) would not be reasonably foreseeable by an experienced contractor regularly engaged in such projects, and (BB) were not disclosed in any documents previously prepared by or for the benefit of, or furnished to, the Grantee, any archaeological matters on the Property necessitating special handling or excavation, whether or not the potential existence of such matters was disclosed in any documents previously prepared by or for the benefit of, or furnished to, the Grantee, or other similar causes beyond the control of Grantee (not including Grantee's insolvency or financial condition) provided, in each case, Grantee shall have given Grantor notice of an Unavoidable Delay promptly following the occurrence of the same, and in any event not later than ten (10) business days following Grantee's knowledge of the occurrence thereof, so that Grantee's failure to timely notify Grantor of an Unavoidable Delay shall result in the same being deemed an "avoidable delay" and no longer qualifying as an Unavoidable Delay. Notwithstanding the foregoing, provided that Grantee is able subsequently to demonstrate to the reasonable satisfaction of Grantor the existence and duration of an occurrence of delay that would have qualified as Unavoidable Delay but for Grantee's failure to timely notify Grantor, such delay shall be deemed Unavoidable Delay for the period commencing on the date which is ten (10) business days prior to the date on which Grantee notified Grantor of such occurrence, and continuing thereafter for the term of such occurrence.

"**Unit**" shall mean each condominium unit created upon Grantee declaring a condominium regime with respect to any Building at the Property.

"**User**" shall mean any business operator, tenant, or occupant of the buildings, community facility, or parking facilities in connection with the uses as permitted by the City Planning Approval.

"**YMCA**" shall mean the YMCA of Greater New York.

"**YMCA Contract**" shall mean that certain Purchase and Sale and Development Agreement, dated as of December 24, 2008, between Flushing Commons LLC and YMCA, as the same may hereafter be amended from time to time; provided that the provisions of the YMCA Contract which specify the size and use of the YMCA Unit, the "Seller Contribution" of Grantee and the obligation of the YMCA to post a letter of credit or other security satisfactory to Grantee, may not be amended, modified or waived except with the consent of Grantor, not to be unreasonably withheld or delayed.

"**YMCA Unit**" shall mean an approximately 62,000 gross square feet recreational and community facility to be constructed in Building E in accordance with the YMCA Contract.

1. Grantee covenants to undertake the process to subdivide the Property into two or more separate tax lots, with one or more tax lots comprising the Phase I Land and one or more tax lots comprising the Phase II Land, with the final metes and bounds description of the Phase I Land and the Phase II Land to be established pursuant to such subdivision. The lot lines of the Phase I Land and the Phase II Land shall be established so that the respective improvements comprising the Phase I Project and the Phase II Project will be located entirely on its respective land parcel, without encroachment onto the other land parcel, except pursuant to valid permanent irrevocable easement duly imposed upon the Phase I Land and the Phase II Land at the time of subdivision.

Grantee shall submit to Grantor for information a copy of the survey and subdivision application showing the proposed tax lots comprising the Phase I Land and the Phase II Land at the time of filing such application with the New York City Department of Finance. Grantee shall, in connection with the subdivision, impose such reciprocal easements benefiting and burdening the Phase I Land and the Phase II Land as shall be necessary or desirable in order for the Phase I Project and the Phase II Project to be constructed and operated in accordance with the City Planning Approval and the Declaration GLSD. Grantee, in its capacity as Phase I Property Owner, shall retain title to both the Phase I Land and the Phase II Land, subject to transfers and conveyances permitted under Sections 7 and 8 of this Indenture, until the Substantial Completion of the Phase I Project. Following Substantial Completion of the Phase I Project, Grantee shall be permitted to convey title to the Phase II Land to a successor Phase II Property Owner, as permitted in Section 8(b) of this Indenture. Notwithstanding the foregoing, Grantee shall also be permitted to convey title to the Phase II Land to a successor Phase II Property Owner if (x) the Phase I Project is not yet Substantially Complete because of an extension of the dates for Substantial Completion Phase I Project for Unavoidable Delay, or (y) during a period when a Mortgage Lender or Mezzanine Lender is in process of curing a default in Substantial Completion of the Phase I Project by Phase I Property Owner, if, in either case, the Phase II Project Construction Commencement will occur at the time of conveyance to the successor Phase II Property Owner ("**Phase II Alternate Closing Date**").

2. Phase I Property Owner, on behalf of itself, its successors and assigns as owner of the Phase I Land, covenants to perform or cause to be performed the following obligations (the "**Phase I Obligations**"):

(a) Commence demolition of the portion of the garage currently existing on the Property, necessary in order to prepare for the construction of the foundation of the Phase I Project, by January 15, 2014. (Phase I Reverter Obligation)

(b) Substantially Complete the South Garage by June 1, 2016. (Phase I Reverter Obligation)

(c) Substantially Complete Building D by December 31, 2016. (Phase I Reverter Obligation)

(d) Substantially Complete Building C by April 15, 2017. (Phase I Reverter Obligation)

(e) Until Substantial Completion of the South Garage and the opening of the South Garage to the public, maintain and operate a minimum of 1,144 Public Parking Spaces on the Property in compliance with the Parking Declaration.

(f) Upon the Substantial Completion of the South Garage and the opening of the South Garage to the public, maintain and operate a minimum of 982 Public Parking Spaces in the South Garage in compliance with the Parking Declaration and continue to use that portion of the Property where the South Garage is located for Public Parking Spaces only and for no other purpose.

(g) As part of the construction of the Phase I Project, lawfully mitigate and/or clean-up, remove and dispose of any Hazardous Substances located on, in, at, under or beneath the Phase I Land that are required to be removed by any governmental authority pursuant to Environmental Laws. Such mitigation or removal may, if permitted by the applicable governmental authority, be undertaken in stages, with respect to the portion of the Phase I Land that underlies the area where such construction is to occur.

3. Phase II Property Owner, on behalf of itself, its successors and assigns as owner of the Phase II Land, covenants to perform or cause to be performed the following obligations (the "**Phase II Obligations**"):

(a) Cause Phase II Project Construction Commencement to occur by July 1, 2018; provided that Phase II Property Owner (or any Mortgage Lender or Mezzanine Lender, acting on behalf of Phase II Property Owner) shall be entitled to extend the date for Phase II Project Construction Commencement as follows: (i) until July 1, 2019, upon notice to Grantor on or prior to July 1, 2018, accompanied by a payment to Grantor of an extension fee ("Extension Fee") by wire or certified check in the amount of One Million Dollars, (ii) from July 2, 2019 until July 1, 2020, upon notice to Grantor on or prior to July 1, 2019 accompanied by payment to Grantor of an additional Extension Fee of One Million Dollars ($1,000,000), and (iii) from July 2, 2020 until July 1, 2021, upon notice to Grantor on or prior to July 1, 2020, accompanied by delivery to Grantor of an unconditional letter of credit from an Institutional Lender in a form reasonably satisfactory to Grantor in the amount of $2,500,000 ("Extension L/C"). The Extension Fees shall be deemed earned by Grantor and shall be non-refundable regardless of whether the Phase II Project Construction Commencement timely occurs. The Extension L/C shall be returned to Phase II Property Owner if the Phase II Project Construction Commencement timely occurs, and may be retained and drawn down by Grantor in the event the Phase II Project Construction Commencement does not timely occur. (Timely Phase II Project Construction Commencement is a Phase II Reverter Obligation.)

(b) After Substantial Completion of the South Garage and the opening of the South Garage to the public and until Phase II Project Construction Commencement, maintain and operate a minimum of 618 Public Parking Spaces on the Phase II Land in compliance with the Parking Declaration. Following Phase II Project Construction Commencement, maintain and operate a minimum of 162 Public Parking Spaces on the Phase II Land in compliance with the Parking Declaration.

(c) Provide to Grantor evidence of submission of Green Building materials for certification no less than 15 days prior to the filing of a permit for the Phase II Project above-grade construction.

(d) Substantially Complete the Phase II Project, including the Open Space, within 42 months of the Phase II Project Construction Commencement. (Phase II Reverter Obligation)

(e) (i) Construct the YMCA Unit in accordance with the YMCA Contract, (ii) convey the YMCA Unit to the YMCA or a Default User, all in accordance with the terms of the YMCA Contract, or a replacement contract with the Default User (which shall be on substantially the terms of the YMCA Contract), and (iii) cooperate in good faith with Grantor to identify a Default

User in the event the YMCA Contract is terminated. For purposes of identifying a Default User, Grantor is hereby deemed a Default User satisfactory to Phase II Property Owner in the event Grantor, in its sole and absolute discretion, elects to be a Default User. If Phase II Property Owner fails to obtain a temporary certificate of occupancy for Building E by the Substantial Completion deadline for the Phase II Project solely as a result of the YMCA's failure to complete the fit-out of the YMCA Unit, such failure by YMCA shall be deemed an Unavoidable Delay. Failure by Phase II Property Owner to reach agreement with the YMCA on an amendment to the YMCA Contract or the design of the YMCA Unit shall not be deemed an Unavoidable Delay.

(f) After the Substantial Completion of the North Garage, maintain and operate a minimum of 618 Public Parking Spaces in the North Garage and continue to use that portion of the Property where the North Garage is located for Public Parking Spaces only and for no other purpose in accordance with the Parking Declaration.

(g) As part of the construction of the Phase II Project, lawfully mitigate and/or clean-up, remove and dispose of any Hazardous Substances located on, in, at, under or beneath the Phase II Land that are required to be removed by any governmental authority pursuant to Environmental Laws. Such mitigation or removal may, if permitted by the applicable governmental authority, be undertaken in stages, with respect to the portion of the Phase II Land that underlies the area where such construction is to occur.

4. All Substantial Completion deadlines constituting Phase I Obligations and Phase II Obligations are subject to Unavoidable Delays.

5. After the Substantial Completion of the Open Space, the Open Space shall be operated and maintained in accordance with the Declaration GLSD and for no other purpose.

6. Grantee, on behalf of itself, its successors and assigns, hereby absolutely waives, and agrees that it shall not make, any claim for damages, contribution, indemnification or otherwise against Grantor, NYCLDC or the City, as applicable, which Grantee may now or hereafter have or discover in connection with Hazardous Substances on, in, at, under, beneath, emanating from or affecting the Property, or in connection with any voluntary or required removal or remediation thereof (including, without limitation, claims relating to the release, threatened release, disturbance, emission or discharge of Hazardous Substances). To the fullest extent permitted under law, Phase I Property Owner, with respect to the Phase I Land, and Phase II Property Owner, with respect to the Phase II Land, respectively shall indemnify, hold harmless and defend the Grantor, NYCLDC and the City (the "**Indemnified Parties**") from and against any and all losses, costs, claims, liabilities, damages and expenses, including, without limitation, reasonable attorneys' fees, arising as the result of any claims by any third party (including, without limitation, any claims by any governmental entity for testing, investigation, remediation or clean up) with respect to any environmental liabilities arising under Environmental Laws at the Phase I Land or Phase II Land, as applicable (the "**Indemnified Claims**"); provided, that each of Phase I Property Owner and Phase II Property Owner shall indemnify the Indemnified Parties from Indemnified Claims arising from the acts of the indemnifying party, irrespective of whether such acts occurred on the Phase I Land or the Phase II Land. Grantor, NYCLDC and the City shall have no liability to Phase I Property Owner or Phase II Property Owner with regard to

environmental conditions or Hazardous Substances, on, at, in, under, beneath, emanating from or affecting the Property. Such waiver of liability shall cover, without limitation, any and all liability to Phase I Property Owner and Phase II Property Owner, both known and unknown, present and future, for any and all environmental liabilities, including without limitation any and all strict and other liability, costs, claims, fines, penalties, damages under any and all Environmental Laws with respect to investigating, remediating, mitigating, removing, treating, encapsulating, containing, monitoring, abating, or disposing of any Hazardous Substance, and any costs incurred to come into compliance with Environmental Laws.

7. Phase I Property Owner, on behalf of itself, its successors and assigns, covenants that, from the date hereof until five (5) years from the date of Substantial Completion of the Phase I Project, it shall not convey fee title to the Property or any portion thereof (or any improvements thereon) or any interest in either, except (i) with the prior written approval of Grantor, (ii) after Substantial Completion of all of the Phase I Project, a conveyance of all or any portion of the Phase I Land and improvements thereon, (iii) after Substantial Completion of all of the Phase I Project, or, if applicable, upon the Phase II Alternate Closing Date, a conveyance of the Phase II Land to Phase II Property Owner as permitted pursuant to Section 8(b) of this Indenture; (iv) the grant of a leasehold interest to a User or the conveyance of a Unit to a User; and/or (v) the conveyance of the South Garage or the North Garage, after Substantial Completion thereof, to a successor grantee approved by Grantor, such approval not to be unreasonably withheld or delayed. Prior to the sale of the South Garage, Phase I Property Owner shall demonstrate to the Grantor's reasonable satisfaction that (A) Phase I Property Owner shall have completed not less than 25% of Building C and Building D, (B) Phase I Property Owner has available sufficient financing and/or equity to complete the construction of Building C and Building D and (C) any condominium declaration or easement agreement affecting Building C, Building D and the South Garage shall have been approved by Grantor, such approval not to be unreasonably withheld or delayed. Grantor's review of such condominium and/or easement documents and any subsequent changes thereto shall be limited solely to determining, in Grantor's reasonable judgment, that they adequately provide for construction and operation of Buildings C and D in the locations over the South Garage as depicted in the Approved Plans, and that such provisions cannot be modified or amended without the consent of Grantor and the owners of Buildings C and D. Grantor shall have ten (10) business days following the submission to Grantor of the condominium and/or easement documents (and any amendments thereto) to notify Phase I Property Owner of Grantor's approval or disapproval of such documents. If Grantor shall disapprove any documents, such disapproval shall state with particularity the manner in which Grantor has determined that such documents do not comply with the requirements of the second preceding sentence. Grantor's failure to notify Phase I Property Owner of its approval or disapproval of such documents in the manner provided within such ten (10) business day period shall be deemed an approval of such documents. Grantor shall notify Phase I Property Owner within five (5) business days following any resubmittal of such documents whether Grantor's objections to such documents have been resolved, or if not, stating with particularity what objections have not been adequately resolved. Grantor's failure to respond to a resubmittal within such five (5) business day period shall be deemed an approval. In addition to the foregoing, prior to the sale of any portion of the Phase I Project to any party, and/or of the Phase II Land to Phase II Property Owner (in each case, as and when permitted under this Indenture), Phase I Property Owner shall have formed a Property Owners Association ("**POA**") for the purposes set forth in the Declaration GLSD. The financial obligations and governance of the POA shall be

proportionately allocated among all residential and commercial units in all Buildings on the Property. Phase I Property Owner shall deliver a copy of the POA Declaration to Grantor for information prior to recordation of the same. The above restrictions and covenants in this paragraph shall not prohibit, and Grantor's consent shall not be required for, a foreclosure sale or a transfer in lieu of foreclosure under (1) a mortgage held by a Mortgage Lender or (2) a pledge of Mezzanine Interests held by a Mezzanine Lender, in either case securing (a) financing with regard to the purchase of the Property (or any portion of the Property) by Phase I Property Owner or (b) construction financing with regard to construction on the Property (or any portion of the Property) or (c) permanent "take-out" financing with regard to such construction financing, nor to any sale or other transfer subsequent to such a foreclosure sale or transfer in lieu of foreclosure. (Phase I Reverter Obligation with respect to transfers of Phase I Land and improvements thereon; Phase II Reverter Obligation with respect to transfers of Phase II Land and improvements thereon.)

8. In addition to (but not in limitation of) the foregoing:

(a) Until Substantial Completion of the Phase I Project, with respect to Grantee's interest in all of the Property, and for a period of five (5) years after Substantial Completion of the Phase I Project, with respect to Phase I Property Owner's interest in the Phase I Land, Grantor's written consent shall be required for (i) the admission of any additional member in Phase I Property Owner; (ii) any change in the interest of any member of Phase I Property Owner in Phase I Property Owner, and (iii) any pledge of the Mezzanine Interests in Phase I Property Owner. The above restrictions and covenants in this paragraph shall not prohibit, and Grantor's consent shall not be required for:

(i) transfers of membership interests within the Phase I Property Owner entity, or the formation of additional entities to own and hold portions of the Phase I Land and improvements thereon and the transfer of interests in the Phase I Land and improvements thereon to such entities, so long as following each such transfer the following conditions shall be met (and, in the case of any transfers to third parties, the Phase I Property Owner shall deliver a certificate to Grantor certifying as to such): either (A) (1) TDC Development and Construction Corporation ("TDC") and/or Rockefeller Group Development Corporation ("RGDC") and/or and AECOM Capital Management LLC ("AECOM") and/or their respective wholly-owned subsidiaries shall collectively own not less than fifteen percent (15%) in the aggregate of the direct or indirect equity interests in Phase I Property Owner (not less than 7.5% to be held by the entity which serves as managing member, directly or indirectly, of the Phase I Property Owner), and (2) an affiliate of any of TDC, RGDC or AECOM is the direct or indirect managing member with day-to-day control over the Phase I Property Owner; or (B) in the event that MK FLCO Holdings LLC ("MK") exercises its rights in the constitutive documents of Flushing Commons JV, LLC ("JV LLC"), the indirect owner of Phase I Property Owner, to (x) acquire the direct or indirect interests of TDC, RGDC and/or AECOM in JV LLC and/or (y) replace the affiliates of TDC, RGDC and/or AECOM as the direct or indirect managing member with day to day control over Phase I Property Owner such that, in either case, the requirements of clause (A) are no longer satisfied (either, an "MK Transfer"), such MK Transfer shall be permitted without Grantor consent so long as both (1) an affiliate of MK is the direct or indirect managing member with day-to-day control over the Phase I Property Owner, and (2) with respect to any portions of the Phase I Project as to which Substantial Completion has not yet occurred, MK shall engage a

Permitted Developer (as hereinafter defined) to manage the development through Substantial Completion of the Phase I Project. As used herein, "Permitted Developer" shall mean an entity that (x) is a Permitted Person, and (y) is controlled by one or more principals who demonstrate having at least ten (10) years of experience in the City of New York in construction projects involving the ground up construction of buildings which are of similar size, type and quality to the Phase I Project and who have all requisite authorizations, licenses, permits and consents required in connection therewith,

(ii) a pledge of a Mezzanine Interest to an Institutional Lender,

(iii) a foreclosure by the holder of a pledge of a Mezzanine Interest or a transfer in lieu of foreclosure, or any sale or other transfer subsequent to such a foreclosure or transfer in lieu of foreclosure, or

(iv) the transfer of any interests in Phase I Property Owner with respect to any portion of the Phase I Project as to which title may be transferred pursuant to Section 7 hereof.

With respect to any transfer which requires Grantor's approval, Grantee agrees to provide Grantor with such information as Grantor reasonably requests in deciding whether to give any approval required hereby. Grantor shall not unreasonably withhold, delay or condition its approval to any such request provided that the entity to control the property after the proposed transfer is a Permitted Person and will have the financial capacity, in Grantor's sole judgment, to fulfill the obligations of Grantee under this Indenture. Any request for approval by Grantor of any of the above matters, and any notice to Grantor, and any notice of approval or disapproval by Grantor, shall be in writing and delivered to the other party. (This Section 8(a) is Phase I Reverter Obligation.) On or before December 31st of each calendar year following the date hereof until five (5) years from the date of Substantial Completion of the Phase I Project, Phase I Property Owner shall deliver a notice to NYCEDC, certified by the managing member of Phase I Property Owner, setting forth the respective ownership interests of RGDC, TDC and AECOM in Phase I Property Owner, and whether MK has caused a MK Transfer, and certifying that Phase I Property Owner is in compliance with the provisions of this Section 8(a). (Delivery of such certificate is not a Phase I Reverter Obligation).

(b) Following Substantial Completion of the Phase I Project, or, if applicable, on a Phase II Alternate Closing Date, title to the Phase II Land may be conveyed to a successor Phase II Property Owner, and additional transfers of interests within such Phase II Property Owner may be made, in each case without the consent of Grantor, so long as following each such transfer the following conditions shall be met (and, in the case of any transfers to third parties, the Phase II Property Owner shall deliver a certificate to Grantor certifying as to such): such Phase II Property Owner (i) is a Permitted Person, (ii) TDC and/or RGDC and/or and AECOM and/or their respective wholly-owned subsidiaries shall collectively own not less than fifteen percent (15%) in the aggregate of the direct or indirect equity interests in Phase II Property Owner (not less than 7.5% to be held by the entity which serves as managing member, directly or indirectly, of the Phase II Property Owner), and (iii) an affiliate of any of TDC, RGDC or AECOM is the direct or indirect managing member with day-to-day control over the Phase II Property Owner. (Phase II Reverter Obligation). On or before December 31st of each calendar year following the date hereof until five (5) years from the date of Substantial Completion of the Phase I Project,

Phase II Property Owner shall deliver a notice to NYCEDC, certified by the managing member of Phase II Property Owner, setting forth the respective ownership interests of RGDC, TDC and AECOM in Phase II Property Owner, and certifying that Phase II Property Owner is in compliance with the provisions of this Section 8(b). (Delivery of such certificate is not a Phase II Reverter Obligation).

9. Any request for approval by Grantor of any of the matters set forth herein, and any notice to Grantor, and any notice of approval or disapproval by Grantor, shall be in writing and given by mailing the same by certified or registered mail or delivered via courier addressed as follows: if to Grantor, New York City Economic Development Corporation, 110 William Street, New York, New York 10038, Attn: General Counsel, with a copy to the Executive Vice President for Real Estate at the same address; if to Grantee, Flushing Commons LLC c/o Rockefeller Group Development Corporation, 1221 Avenue of the Americas, New York, New York 10020, Attn: Secretary, with a copy to Rockefeller Group Development Corporation, 1221 Avenue of the Americas, New York, New York 10020, Attn: Secretary; and with copies of all notices given to Grantee, Phase I Property Owner or Phase II Property Owner being given simultaneously to all Mortgage Lenders and Mezzanine Lenders of whom Grantee or any Mortgage Lender or Mezzanine Lender has given Grantor notice together with the names and addresses for notice, or to such other address as either party designates to the other in writing.

10. All construction on the Property shall be performed substantially in accordance with the City Planning Approval and any amendments thereto. (Phase I Reverter Obligation with respect to Phase I Project; Phase II Reverter Obligation with respect to Phase II Project.)

11. For a period commencing on the date hereof until five (5) years from the date of Substantial Completion of the Phase I Project, the Phase I Project shall be used in accordance with the City Planning Approval and for no other purposes, except with the prior written approval of Grantor. (Phase I Reverter Obligation)

12. For a period commencing on the date hereof until five (5) years from the date of Substantial Completion of the Phase II Project, Building E (including the YMCA Unit being used as a recreational and community facility) and the Open Space shall be used in accordance with the City Planning Approval and for no other purposes, except with the prior written approval of Grantor. (Phase II Reverter Obligation)

13. Grantee shall not restrict the use of the Property upon the basis of race, creed, color, sex or national origin. Grantee covenants that no covenant, lease, agreement, conveyance or other instrument shall be effected or executed by Grantee or any of its successors or assigns, whereby the Property is restricted upon the basis of race, creed, color, sex or national origin.

14. In the event of any breach of the Phase I Reverter Obligations or the Phase II Reverter Obligations, then (i) with respect to any breach of Phase I Reverter Obligations occurring prior to Substantial Completion of the Phase I Project, subject to notice and cure rights set forth in Sections 15 and 16 of this Indenture, Grantor shall be entitled to exercise its remedies under Sections 15, 16 and 17 of this Indenture with respect to Grantee and the entire Property, provided, however, that if the Phase II Alternate Closing Date has occurred, then clause (ii) shall apply in lieu of this clause (i); (ii) with respect to any breach of Phase I Reverter Obligations

occurring following Substantial Completion of the Phase I Project and conveyance of the Phase II Land to a successor Phase II Property Owner, or, if applicable, the Phase II Alternate Closing Date shall have occurred, subject to notice and cure rights set forth in Sections 15 and 16 of this Indenture, Grantor shall be entitled to exercise its remedies under Sections 15, 16 and 17 of this Indenture solely against the Phase I Owner and the Phase I Land and improvements thereon, and the Phase II Property Owner shall not be liable therefor and the Phase II Land and improvements thereon shall not be subject to re-entry, reacquisition or other remedy in connection therewith, and (iii) with respect to any breach of Phase II Reverter Obligations, subject to notice and cure rights set forth in Sections 15 and 16 of this Indenture, Grantor shall be entitled to exercise its remedies under Sections 15, 16 and 17 of this Indenture solely against the Phase II Property Owner and the Phase II Land and improvements thereon, and the Phase I Property Owner shall not be liable therefor and the Phase I Land and improvements thereon shall not be subject to re-entry, reacquisition or other remedy in connection therewith; provided, however, that if either (A) the Phase II Land has never been conveyed by Flushing Commons Property Owner, LLC to Phase II Property Owner or another successor owner or (B) a Mortgage Lender providing financing for the Phase I Project (which financing is also secured by a mortgage encumbering the Phase II Land) has completed a foreclosure of its mortgage and such Mortgage Lender (or such Mortgage Lender's designee or nominee) actually takes title to the Phase II Land, then, in such circumstances (and only in such circumstance) notwithstanding anything to the contrary set forth in this clause (iii), if and to the extent that the fee owner of the Phase II Land is a necessary party in an action to effect the reverter right provided in Section 15 hereof, Grantor shall be permitted to name Flushing Commons Property Owner, LLC and such Mortgage Lender (or such Mortgage Lender's designee or nominee) as a party to an action to enforce such reverter rights against the Phase II Land; provided, however, that in no event shall Flushing Commons Property Owner, LLC or such Mortgage Lender (or such Mortgage Lender's designee or nominee) have any personal liability or obligations with respect to the Phase II Land nor any obligation to perform any of the Phase II Obligations, unless (1) Flushing Commons Property Owner, LLC or such Mortgage Lender (or such Mortgage Lender's designee or nominee) shall have specifically assumed such obligations in a written instrument, or (2) the applicable Mortgage Lender (or such Mortgage Lender's designee or nominee) is actively objecting to or interfering with Grantor's exercise of its reverter right with respect to the Phase II Land and any improvements thereon (in each foregoing case, the respective Property Owner which is liable for the breach in question is the "**Subject Property Owner**" and the respective Land parcel which is subject to re-entry, reacquisition or other remedy hereunder is the "**Subject Land Parcel**".

15. If the Phase I Reverter Obligations or the Phase II Reverter Obligations are not complied with, then the Grantor, at its option, and after giving the Subject Property Owner notice and 90 days opportunity to cure such default (with simultaneous notice given to all Mortgage Lenders and Mezzanine Lenders with respect to the Subject Land Parcel and Subject Property Owner) and without paying Subject Property Owner any consideration, shall have the right to re-enter and reacquire the Subject Land Parcel, together with any improvements thereon, provided, however, that (i) if such default constitutes the use of the Subject Land Parcel in violation of the City Planning Approval by a tenant or other third party, such 90-day period shall be extended as necessary for the Subject Property Owner to effect such a cure, provided that the Subject Property Owner commences such cure during the 90-day period and thereafter diligently and continuously pursues such cure or (ii) if such default constitutes either (x) the failure of Subject Property Owner timely to achieve Substantial Completion of Building C, Building D or the

South Garage or (y) the failure to complete construction in accordance with the City Planning Approval, then such 90-day period shall be extended as necessary for Subject Property Owner to effect such a cure if Grantor, in its reasonable discretion, determines that a longer period to effect such cure is required, provided (1) that Subject Property Owner commences such cure during the 90-day period and thereafter diligently and continuously pursues such cure, (2) no default shall be deemed to have occurred hereunder if, after Phase II Project Construction Commencement, delays in construction are caused, through no fault of Subject Property Owner, by the failure of a lender to advance funds under the applicable construction loan, provided that Subject Property Owner diligently and continuously pursues continued funding, and (3) Grantor shall be deemed to have exercised its discretion to extend the period to effect a cure so long as a Mortgage Lender or holder of a Mezzanine Interest notifies Grantor within such 90 days period that it intends to continue funding construction of the uncompleted improvements thereon and Subject Property Owner diligently continues construction of the same. Notwithstanding the foregoing, (i) if Subject Property Owner's default relates solely to the failure to commence or complete construction in accordance with the time periods set forth in herein, or the transfer of all or a portion of the Subject Land Parcel in violation of the transfer covenants and restrictions provided herein, Grantor's rights to reenter and reacquire the Subject Land Parcel shall not be applicable to any Building (i.e., any of Buildings A, B, C, D, E, South Garage or North Garage) which has been Substantially Completed and the portions of the Subject Land Parcel on which such Building is located, (ii) in the event any subsequent owner of the Subject Land Parcel pursuant to a transfer permitted hereunder is in default under any Deed provision substantially similar to the use restrictions herein, then Grantor's sole remedy shall be against such subsequent owner and neither Grantee nor any other Person that owns any portion of the Property shall have any liability therefor, and (iii) Grantor's enforcement rights under this Deed against any condominium units, including the common interests appurtenant thereto, which have been Substantially Completed and have been sold and conveyed to bona fide third-party grantees shall be limited to specific performance of (x) the use in accordance with the City Planning Approval applicable to that unit, (y) with respect to any unit which comprises all or a portion of the Public Parking Spaces, in accordance with the City Planning Approval and Declaration GLSD and (z) with respect to the YMCA Unit, the use thereof as a recreational and community facility.

16. Following the notice and cure periods set forth in Section 15, and prior to exercising any rights against the Subject Property Owner for uncured breach (whether or not such breach is of a Phase I Reverter Obligation or Phase II Reverter Obligation or other obligations under this Indenture), Grantor shall give all Mezzanine Lenders and Mortgage Lenders with respect to the Subject Land Parcel and the Subject Property Owner, written notice of the failure of Subject Property Owner to cure such breach within the time periods specified and an additional thirty (30) days beyond the date of cure given to the Subject Property Owner in order to cure such default on behalf of the Subject Property Owner, and in the event that a Mezzanine Lender or Mortgage Lender requires possession of the Subject Land Parcel, or the membership interests in the Subject Property Owner in order to cure, such Mezzanine Lender or Mortgage Lender shall be given such additional period of time as shall be necessary to effect with commercially reasonable diligence a foreclosure sale or a transfer in lieu of foreclosure to the Mezzanine Lender and/or Mortgage Lender, provided that the Mezzanine Lender or Mortgage Lender notifies Grantor within such additional thirty (30) day period whether such Mezzanine Lender or Mortgage Lender intends to pursue a foreclosure sale or a transfer in lieu of foreclosure, and following such foreclosure or transfer the transferee shall have 90 days from the date upon which

such transferee takes possession to cure the Subject Property Owner's default (or, if such default is of such a nature that the same cannot reasonably be cured within such 90-day period, such longer period as shall be necessary to effect such cure, provided that such transferee commences such cure during the 90-day period and thereafter diligently and continuously pursues such cure). In the event that there is more than one Mezzanine Lender or Mortgage Lender with respect to the Subject Land Parcel, the thirty (30) day notice period for each shall run contemporaneously.

17. Grantor's reacquisition of the Subject Land Parcel in accordance with Section 15 hereof, together with any improvements thereon, shall be subject to the lien of a Mortgage Lender upon the Subject Land Parcel securing financing with regard to the purchase of the Property by the Subject Property Owner or construction financing with regard to construction of the Phase I Project and/or Phase II Project, as applicable, or a permanent "take-out" loan with regard to such construction financing. Notwithstanding the foregoing, in the event that Grantor exercises Grantor's right to re-enter and re-acquire the Phase II Land, contemporaneously with such re-entry and re-acquisition, the Mortgage Lender providing financing for the Phase I Project shall promptly upon request of Grantor release the Phase II Land from the lien of the mortgage held by such Mortgage Lender providing financing for the Phase I Project, without consideration payable by Grantor for such release. Prior to Phase II Project Construction Commencement, any mortgage which encumbers the Phase II Land shall include the foregoing provision. Upon Grantor's exercise of such option to re-enter and reacquire, the Subject Property Owner, upon demand by Grantor, shall deliver to Grantor a deed(s), in form and substance satisfactory to Grantor, conveying the Subject Land Parcel, together with any improvements thereon, to Grantor. Any attorney costs or fees incurred by Grantor in exercising the above right to re-enter and reacquire the Subject Land Parcel, together with any improvements thereon, shall be paid by the Subject Property Owner and not any subsequent owner of the Subject Land Parcel.

18. With respect to each Mortgage Lender, Grantee (or the Mortgage Lender) shall give notice to Grantor as provided in Section 9 of the name, address and portion of the Property encumbered by such mortgage loan, together with a copy of the mortgage, reasonably promptly after the execution and recordation of the same. With respect to each Mezzanine Lender, Grantee (or the Mezzanine Lender) shall give notice to Grantor as provided in Section 9 of the name, address and identity of Mezzanine Interests held by such Institutional Lender, together with a copy of the pledge of Mezzanine Interests, reasonably promptly after execution and UCC filings with respect to the same.

19. In the event of acquisition by the City by condemnation or otherwise of any part or portion of the Property lying within the bed of any street, avenue, parkway, expressway, park, public place or catchbasin as shown on the present City Map, Grantee and its heirs or successors and assigns shall only be entitled, as compensation for such acquisition by the City, to the amount of One ($1.00) Dollar, and shall not be entitled to compensation for any buildings or structures erected on the Property which may lie within the bed or lines of any street, avenue, parkway, expressway, park, public place or catchbasin so laid out and acquired. This covenant shall run with the land and shall continue until the City Map is amended or changed to eliminate from within the bed or lines of any street, avenue, parkway, expressway, park, public place or catchbasin, any part or portion of the Property and no longer.

20. From time to time upon not less than thirty (30) days written notice to Grantor, Grantor shall upon request execute and deliver to Grantee and to any party to whom Grantee requests, an estoppel certificate, certifying (i) that this Indenture is in full force and effect, (ii) whether any notices of default have been given to either Phase I Property Owner or Phase II Property Owner under this Indenture which remain uncured, and attaching copies of such notices, (iii) whether, to the knowledge of Grantor, any event has occurred which, with the passage of time or the giving of notice of both, would constitute an event of default under this Indenture, (iv) whether, based on information to be supplied by a proposed lender, such proposed lender would qualify as an Institutional Lender, a holder of a Mezzanine Interest and/or a Mortgage Lender; (v) whether, based on information to be supplied by a proposed transferee, a proposed transferee would qualify as a Permitted Person, (vi) whether, based on information to be supplied by MK and/or a proposed developer, a proposed developer would qualify as a "Permitted Developer", and (vii) as to such other matters as Grantee or such other requesting party may reasonably request.

21. The transfer of the Property is subject to the trust fund provisions of Section 13 of the New York State Lien Law.

22. The covenants and restrictions set forth herein shall run with the land. With respect to any violation of the covenants and restrictions set forth herein, Grantor shall retain each and every other defense, right, and remedy which Grantor has, will have, or may have as provided herein, or any other agreement between Grantor and Grantee or under law, equity, or otherwise.

[SIGNATURE PAGE TO FOLLOW]

GRANTEE:

FLUSHING COMMONS PROPERTY OWNER, LLC,
a Delaware limited liability company

By: _____
Name: Rick Sondik
Title: President

STATE OF NEW YORK)

)ss.:

COUNTY OF NEW YORK)

On the 27th day of December, in the year 2013 before me, the undersigned, personally appeared Rick Sondik, 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 on behalf of which the individual acted, executed the instrument.

_____
Robert J. Alfarone

ROBERT J. ALFARONE
Notary Public, State of New York
No. 01AL6097725
Qualified in Nassau County
Commission Expires Aug. 25, 2015

SEAL

[Signature Page to Deed – Grantee]

IN WITNESS WHEREOF, Grantor has caused its corporate seal to be hereunto affixed and has executed this deed by having it signed by its duly authorized officer, and Grantee has duly executed this deed, the day and year first above written.

GRANTOR:

NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION

By: _____
Name: Patrick J. O'Sullivan, Jr.
Title: Executive Vice President

STATE OF NEW YORK)

)ss.:

COUNTY OF NEW YORK)

On the 30 day of December, in the year 2013, before me, the undersigned, personally appeared Patrick J. O'Sullivan, Jr., 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 on behalf of which the individual acted, executed the instrument.

SEAL

_____

Arthur Hauser
Notary Public, State of New York
NO. 01HA6276327
Qualified in Kings County
Certificate Filed in New York County
Commission Expires 2/11/2017

[Signatures continue on next page]

[Signature Page to Deed – Grantor]

EXHIBIT A

PROPERTY DESCRIPTION

All that certain plot, piece or parcel of land, situate, lying in the Borough and County of Queens and State of New York, bounded and described as follows:

Beginning at a point formed by the intersection of the northerly line of 39th Avenue (68' Wide) and the westerly line of Union Street (80' Wide); running thence

1. Along said northerly line of 39th Avenue, South 81°10'53" West, a distance of 586.94 feet to a point formed by the intersection of said northerly line of 39th Avenue and the easterly line of 138th Street (Variable Width); thence

2. Along said easterly line of 138th Street, North 05°48'31" West, a distance of 313.65 feet to a point of deflection; thence

3. Continuing along said easterly line of 138th Street, North 08°58'40" West, a distance of 133.30 feet to a point formed by the intersection of said easterly line of 138th Street and the southerly line of 37th Avenue (68' Wide); thence

4. Along said southerly line of 37th Avenue, North 81°30'26" East, a distance of 407.01 feet to a point on the dividing line between Block 4978, Lots 20 and 25; thence

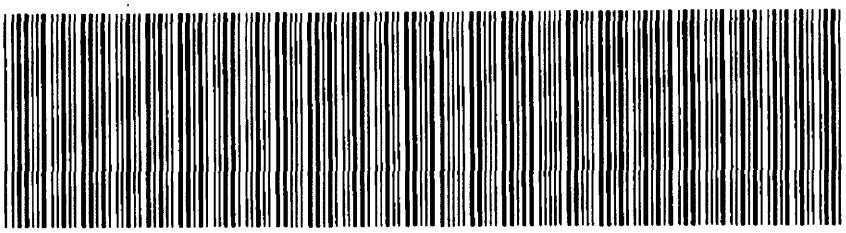
5. Leaving 37th Avenue and along said dividing line between Block 4978, Lots 20 and 25, South 08°29'34" East, a distance of 269.16 feet to a point; thence

6. Continuing along said dividing line, North 83°19'54" East, a distance of 158.94 feet to a point on the aforementioned westerly line of Union Street; thence

7. Along said westerly line of Union Street, South 11°02'00" East, a distance of 169.22 feet to the Point of Beginning.

Encompassing an area of 211,112 S.F./4.846 acres, more or less.

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2014011001106003001SC2B9

SUPPORTING DOCUMENT COVER PAGE **PAGE 1 OF 1**

Document ID: 2014011001106003 Document Date: 12-30-2013 Preparation Date: 01-10-2014
Document Type: DEED

ASSOCIATED TAX FORM ID: 2013121700256

SUPPORTING DOCUMENTS SUBMITTED:

	Page Count
RP - 5217 REAL PROPERTY TRANSFER REPORT	3

FOR CITY USE ONLY

C1. County Code | C2. Date Deed Recorded (Month / Day / Year)

C3. Book OR C4. Page

C5. CRFN

REAL PROPERTY TRANSFER REPORT

STATE OF NEW YORK
STATE BOARD OF REAL PROPERTY SERVICES

RP - 5217NYC

PROPERTY INFORMATION

1. Property Location: 37-10 (STREET NUMBER) | 37TH AVENUE (STREET NAME) | QUEENS (BOROUGH) | 11101 (ZIP CODE)

2. Buyer Name: FLUSHING COMMONS PROPERTY OWNER, LLC (LAST NAME / COMPANY) | (FIRST NAME)

(LAST NAME / COMPANY) | (FIRST NAME)

3. Tax Billing Address: Indicate where future Tax Bills are to be sent if other than buyer address (at bottom of form) (LAST NAME / COMPANY) | (FIRST NAME)

(STREET NUMBER AND STREET NAME) | (CITY OR TOWN) | (STATE) | (ZIP CODE)

4. Indicate the number of Assessment Roll parcels transferred on the deed: 1 # of Parcels OR ☐ Part of a Parcel

4A. Planning Board Approval - N/A for NYC

4B. Agricultural District Notice - N/A for NYC

5. Deed Property Size: (FRONT FEET) X (DEPTH) OR (ACRES)

Check the boxes below as they apply:

6. Ownership Type is Condominium ☐

7. New Construction on Vacant Land ☐

8. Seller Name: NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATI((LAST NAME / COMPANY) | (FIRST NAME)

(LAST NAME / COMPANY) | (FIRST NAME)

9. Check the box below which most accurately describes the use of the property at the time of sale:

A ☐ One Family Residential
B ☐ 2 or 3 Family Residential
C ☐ Residential Vacant Land
D ☐ Non-Residential Vacant Land
E ☑ Commercial
F ☐ Apartment
G ☐ Entertainment / Amusement
H ☐ Community Service
I ☐ Industrial
J ☐ Public Service

SALE INFORMATION

10. Sale Contract Date: 1 / 18 / 2013 (Month / Day / Year)

11. Date of Sale / Transfer: 12 / 30 / 2013 (Month / Day / Year)

12. Full Sale Price $: 2,000,000.00

(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) *Please round to the nearest whole dollar amount.*

13. Indicate the value of personal property included in the sale

14. Check one or more of these conditions as applicable to transfer:

A ☐ Sale Between Relatives or Former Relatives
B ☐ Sale Between Related Companies or Partners in Business
C ☐ One of the Buyers is also a Seller
D ☑ Buyer or Seller is Government Agency or Lending Institution
E ☐ Deed Type not Warranty or Bargain and Sale (Specify Below)
F ☐ Sale of Fractional or Less than Fee Interest (Specify Below)
G ☐ Significant Change in Property Between Taxable Status and Sale Dates
H ☐ Sale of Business is Included in Sale Price
I ☐ Other Unusual Factors Affecting Sale Price (Specify Below)
J ☐ None

ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill

15. Building Class: Z 2

16. Total Assessed Value (of all parcels in transfer): 132,660,89

17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet with additional identifier(s))

QUEENS 4978 25

CERTIFICATION

I certify that all of the items of information entered on this form are true and correct (to the best of my knowledge and belief) and understand that the making of any willful false statement of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.

BUYER			BUYER'S ATTORNEY	
BUYER SIGNATURE	DATE		LAST NAME	FIRST NAME
1221 AVENUE OF THE AMERICAS			AREA CODE	TELEPHONE NUMBER
STREET NUMBER STREET NAME (AFTER SALE)			SELLER	
NEW YORK	NY	10020	[signature]	12/30/13
CITY OR TOWN	STATE	ZIP CODE	SELLER SIGNATURE	DATE

~~attorney~~ authorized signatory

Grantee:

FLUSHING COMMONS PROPERTY OWNER, LLC,
a Delaware limited liability company

By: _____
Name: Rick Sondik
Title: President

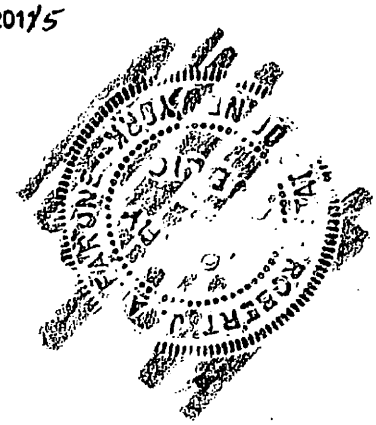
STATE OF NEW YORK)
) .ss.:
COUNTY OF NEW YORK)

On the 27th day of December in the year 2013 before me, the undersigned, personally appeared Rick Sondik, 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 on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

ROBERT J. ALFARONE
Notary Public, State of New York
No. 01AL6097725
Qualified in Nassau County
Commission Expires Aug. 25, 2015

SEAL



[Grantee Signature for RP-5217]

THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT S

DECLARATION ESTABLISHING
THE PROPERTY OWNERS ASSOCIATION

THIS PAGE INTENTIONALLY LEFT BLANK

DECLARATION

ESTABLISHING PROPERTY OWNERS' ASSOCIATION AND OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

RELATING TO PREMISES KNOWN AS FLUSHING COMMONS

FLUSHING, QUEENS, NEW YORK

Declarant: **FLUSHING COMMONS PROPERTY OWNER LLC**
1221 Avenue of the Americas
New York, New York 10020

Date of Declaration: **As of** _____

Property Location: 37-10 37th Avenue, Flushing, New York
County: Queens
Block: 4978
Lots: 25 and 40

Prepared by: **Paul, Weiss, Rifkind, Wharton & Garrison LLP**
1285 Avenue of the Americas
New York, New York 10019
Attention: Meredith J. Kane, Esq.

TABLE OF CONTENTS

Page

ARTICLE 1 GENERAL 3

Section 1.1 POA 3
Section 1.2 Definitions 4
Section 1.3 Applicability of this Declaration 4
Section 1.4 GLSD and Deed 4

ARTICLE 2 USE OF THE PROPERTY 4

Section 2.1 General 4
Section 2.2 No Unlawful Use 4
Section 2.3 Mechanics' or Materialmen's Liens 5
Section 2.4 No Adverse Possession 5
Section 2.5 Rules and Regulations 5
Section 2.6 Exterior Lighting 6

ARTICLE 3 POA MATTERS 6

Section 3.1 POA Matters 6
Section 3.2 Compliance with GLSD and Rules and Regulations 8
Section 3.3 Delegation by POA 9

ARTICLE 4 PROPERTY IMPROVEMENTS 9

Section 4.1 Work 9
Section 4.2 Components and Systems Servicing Open Space 10

ARTICLE 5 EASEMENTS 11

Section 5.1 Declaration of Easements 11
Section 5.2 Rights of Access in Favor of Utility Companies 12
Section 5.3 Access Conduct Standards 13

ARTICLE 6 MAINTENANCE, REPAIRS AND CAPITAL IMPROVEMTNS 15

Section 6.1 Maintenance and Repair of the Open Space 15
Section 6.2 Maintenance and Repair of Other Portions of the Property 15
Section 6.3 Capital Improvements 16

ARTICLE 7 INSURANCE FOR OPEN SPACE 16

Section 7.1 Insurance Coverage 16
Section 7.2 Insurance Expenses 16

ARTICLE 8 POA SHARES, WATERPROOFING AND SLAB SHARES AND POA EXPENSES 17

Section 8.1 Determination of POA Shares; Determination of Waterproofing and Slab Shares 17
Section 8.2 Determination and Allocation of POA Expenses 17
Section 8.3 Payment of POA Charges and Special Assessments 17
Section 8.4 Liability for the Payment of POA Charges and Special Assessments after the Sale or Other Transfer of any Portion of the Property 18
Section 8.5 No Abatement of POA Charges or Special Assessments 18
Section 8.6 Statement of POA Charges and Special Assessments 18

ARTICLE 9 CONDOMINIUMS 18

Section 9.1 Condominium Provisions. 18

ARTICLE 10 POA GOVERNANCE 19

Section 10.1 General 19
Section 10.2 Management and Control 20
Section 10.3 Powers and Duties of POA Board 21
Section 10.4 Number of Managers; Removal; Vacancies; Compensation 24
Section 10.5 Meetings of POA Board 25
Section 10.6 Common or Interested Managers 27
Section 10.7 Waiver of Certain Duties; Good Faith and Fair Dealing 27
Section 10.8 Officers. 28
Section 10.9 Members; Meetings of Members. 29
Section 10.10 POA Expenses and POA Charges. 32
Section 10.11 Tax Matters. 34
Section 10.12 Additional Members 35

ARTICLE 11 MORTGAGEE PROTECTIVE PROVISIONS 35

Section 11.1 Registered Mortgagee Requirements; Rights of Registered Mortgagees 35

ARTICLE 12 EVENTS OF DEFAULTS AND CERTAIN REMEDIES 38

Section 12.1 Types; Notice and Cure Periods 38
Section 12.2 Late Charges 39
Section 12.3 Remedies 40
Section 12.4 POA Right to Cure 40
Section 12.5 Abatement and Enjoinment 40
Section 12.6 Fines for Violations of Rules and Regulations 40
Section 12.7 Emergencies Caused by Member 40
Section 12.8 Cure of Monetary Events of Default 41
Section 12.9 Costs and Expenses; Interest 42
Section 12.10 Remedies Cumulative 42
Section 12.11 Certain Events of Default Suspended by Arbitration 42

Section 12.12 Rights to Dispute Events of Default and Time Period to Commence Arbitrations Relating to Events of Default 43

ARTICLE 13 COVENANT OF FURTHER ASSURANCES 43

Section 13.1 General 43
Section 13.2 Power of Attorney in Favor of POA 43

ARTICLE 14 COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS TO RUN WITH THE LAND 44

Section 14.1 General 44
Section 14.2 Termination of this Declaration 44
Section 14.3 Subordination of Mortgages to Declaration 44

ARTICLE 15 AMENDMENTS TO THIS DECLARATION 45

Section 15.1 General 45
Section 15.2 Prior Notice; Execution of Amendments 45
Section 15.3 Recording of Amendments 46
Section 15.4 Power of Attorney with respect to Amendments 46
Section 15.5 Certain Limitations on Amendments 46

ARTICLE 16 INDEMNIFICATION 47

Section 16.1 Indemnification of POA 47
Section 16.2 Indemnification of Members 47
Section 16.3 No Personal Liability 48

ARTICLE 17 NOTICES 48

Section 17.1 General 48
Section 17.2 Waiver of Service of Notice 49

ARTICLE 18 MISCELLANEOUS 49

Section 18.1 Inspection of Documents 49
Section 18.2 Estoppel Certificates 49
Section 18.3 Incorporation by Reference 49
Section 18.4 Waiver 49
Section 18.5 Severability 49
Section 18.6 No Merger 49
Section 18.7 Enforcement 50
Section 18.8 Exculpation 50
Section 18.9 Force Majeure 50
Section 18.10 Jury Trial 50
Section 18.11 Parties-in-Interest 50
Section 18.12 Gender 50

Section 18.13 Captions 50
Section 18.14 Statutory References 50
Section 18.15 Dispute Resolution 51
Section 18.16 Certain References 52
Section 18.17 Subordination; Non-Disturbance 53

ARTICLE 19 EXCULPATION AND INDEMNIFICATION OF DECLARANT 53

Section 19.1 Exculpation of Declarant 53
Section 19.2 Indemnity of Declarant 53

ARTICLE 20 INTERNATIONAL ORGANIZATIONS 53

Section 20.1 Waiver of Immunity 53
Section 20.2 Designation of Agent for Service of Process 55

EXHIBITS

Exhibit A	-	Legal Description – Land
Exhibit B-1	-	Legal Description – Phase I Land
Exhibit B-2	-	Legal Description – Phase II Land
Exhibit C	-	Definitions
Exhibit D	-	Initial Rules and Regulations

DECLARATION

ESTABLISHING PROPERTY OWNERS' ASSOCIATION AND OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

RELATING TO PREMISES KNOWN AS FLUSHING COMMONS

FLUSHING, QUEENS, NEW YORK

DECLARATION made as of this _____ day of _____ by Flushing Commons Property Owner, LLC, a Delaware limited liability company, having an office at 1221 Avenue of the Americas, New York, New York 10020 ("**Declarant**").

Statement of Facts

Declarant is the owner in fee simple of that certain parcel of land known as the Flushing Commons, located at 37-10 37th Avenue, Flushing, New York, as more particularly described on Exhibit A attached hereto (the "**Land**"; the Land, together with any and all improvements now or hereafter located thereon, the "**Property**").

Declarant acquired its fee simple interest in the Property pursuant to that certain Deed by New York City Economic Development Corporation ("**EDC**"), dated as of December 30, 2013 and recorded on January 14, 2014 as CRFN 2014000017006 (the "**Deed**") in the Office of the Register of the City of New York, Queens County (the "**Clerk's Office**") pursuant to which (i) Declarant agreed to undertake the process to subdivide the Land into two or more separate tax lots, with one or more tax lots comprising the Phase I Land (as hereinafter defined) and one or more tax lots comprising the Phase II Land (as hereinafter defined), (ii) Phase I Property Owner (as hereinafter defined) has agreed to perform or cause to be performed certain development and construction obligations with respect to the Phase I Land and the Phase I Project (as hereinafter defined) and (iii) Phase II Property Owner (as hereinafter defined) has agreed to perform or cause to be performed certain construction obligations with respect to the Phase II Land and the Phase II Project (as hereinafter defined), including the Open Space (as hereinafter defined).

The Phase I Land is more particularly described on Exhibit B-1 attached hereto, and the Phase II Land is more particularly described on Exhibit B-2 attached hereto.

In order to facilitate development at the Property, Declarant entered into that certain Declaration of General Large Scale Development, dated as of December 30, 2013 and recorded on January 14, 2014 as CRFN 2014000017007 (the "**GLSD**") in the Clerk's Office, which, *inter alia*, (i) sets forth certain requirements with respect to the construction, maintenance, repair and operation of the Open Space and (ii) provides that, if fee title to any portion of the Land is conveyed to a third party (other than Declarant), (x) such third party shall be deemed a "Declarant" under the GLSD with respect to the portion of the Land to which it holds fee title and shall be responsible to perform the obligations of "Declarant" under the GLSD with respect to such portion and (y) requires that all parties comprising "Declarant" under the GLSD form a property owners' association (the "**POA**"), whose members shall be the fee owners of the Land

and which POA shall be responsible for maintaining and repairing the Open Space as required under the GLSD.

In furtherance of the foregoing and in order to (i) provide for (A) the congenial maintenance, repair and operation of the Open Space by the POA, (B) the protection of the value of the Property (and all portions thereof) and (C) the efficient formation and administration of the POA and (ii) comply with the terms of the GLSD and the Deed, Declarant (1) desires and intends for the entire Property to be subject to this Declaration, and the covenants, conditions, easements, restrictions, charges and liens hereinafter set forth, (2) intends to record this Declaration against the Land and (3) desires and intends to form the POA and grant to the POA, and vest it with, the duties and powers necessary to carry out its duties, obligations and requirements under this Declaration, including to carry out its duties, obligations and requirements under the GLSD and the Deed with respect to the Open Space, in each case, as more specifically set forth herein. For the purposes of clarification it being understood that the POA (x) shall be deemed automatically formed upon the Initial Construction of the Open Space, (y) upon the Initial Construction of the Open Space, shall become responsible for the maintenance, repair and operation of all such portions of the Open Space with respect to which the initial construction thereof shall have been completed as and when such initial construction shall have been completed (as set forth in Sections 3.1(a) – (g) and Sections 3.1(q) – (s)) and (z) shall be composed of the fee owners of any portion of the Land and the Condominium Boards (as agents for the applicable Condominiums) with respect to any portion of the Property subject to a Condominium (and no owners of any individual condominium units at the Property shall be members of the POA and shall have no affirmative obligations under this Declaration other than to comply with such obligations under this Declaration that, by their express terms, are obligations applicable to the unit owners, including the unit owners' obligations under Section 2.5(a), Section 9.1(b) and Section 20.1.

NOW, THEREFORE, in order to provide for the congenial maintenance, repair and operation of the Open Space by the POA, the protection of the value of the Property (and all portions thereof) and the efficient formation and administration of the POA and to comply with the terms of the GLSD and the Deed, Declarant hereby declares, for itself, as well as for its successors and assigns as the owner(s) of all or any portion of the Property (including each Phase I Property Owner and Phase II Property Owner and, with respect to each portion of the Property subject to a Condominium, the applicable Condominium Board as agent for the applicable Condominium), that the Property, including each of the Phase I Land and the Phase II Land, is, and at all times hereafter shall be, held, transferred, sold, conveyed, used, enjoyed and occupied subject to the covenants, conditions, easements, restrictions, charges and liens hereinafter set forth:

ARTICLE 1

GENERAL

Section 1.1 POA. The POA shall be an unincorporated association governed by this Declaration. Every Person who or which becomes Phase I Property Owner or Phase II Property Owner from time to time, including any Condominium Board (as agent for the applicable Condominium), shall, upon acceptance of a deed or other instrument of conveyance

of, or the succeeding of title to, any portion of the Land, or, in the case of any Condominium Board, on the applicable Condominium Formation Date, become a member of the POA (each a "**Member**"), and each such Person acknowledges and agrees that it shall be bound by the terms of this Declaration as a Member. For the avoidance of doubt, no Unit Owner, in its capacity as such, (i) shall be or become a Member or (ii) have affirmative obligations under this Declaration other than to comply with such obligations under this Declaration that, by their express terms, are obligations applicable to the Unit Owners, including the Unit Owners' obligations under Section 2.2, Section 2.3, Section 2.5, Section 6.1, Section 9.1(b) and Section 20.1.

Section 1.2 Definitions. All capitalized terms used in this Declaration that are not otherwise defined in the Articles hereof shall have the meanings set forth on Exhibit C annexed hereto. All capitalized terms used in this Declaration that are defined in any of the Articles hereof shall have the meanings ascribed to them in such Articles, unless the context in which the same are used shall otherwise require. Each of the said capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tense.

Section 1.3 Applicability of this Declaration. This Declaration, including the Exhibits annexed hereto, in each case, as the same may be amended from time to time, is applicable to the entire Property (including to each of the Phase I Land and the Phase II Land) and to the use, enjoyment and occupancy of each and every portion thereof.

Section 1.4 GLSD and Deed. This Declaration, and rights and obligations of the POA and each Member, shall be subject to the GLDS and the Deed.

ARTICLE 2

USE OF THE PROPERTY

Section 2.1 General. Subject to the provisions of all applicable Legal Requirements, the GLSD, the Deed, this Declaration and any applicable Condominium Documents, each Member and Owner may use and occupy, and may permit the use and occupancy of, its respective portion of the Property, including the Open Space, for any lawful purpose.

Section 2.2 No Unlawful Use. No Member shall use or occupy its respective portion of the Property (or any portion thereof), including the Open Space (or any portion thereof), and no Member shall permit or suffer its respective portion of the Property (or any portion thereof) to be used or occupied (whether by any Owner or Occupant or otherwise), (i) for any unlawful, illegal or extra-hazardous business to the extent that such use or occupancy unreasonably interferes with the beneficial use of the Open Space or the POA's ability to perform its obligations under this Declaration or (ii) in violation of any Legal Requirements or otherwise in such manner that unreasonably interferes with the beneficial use of the Open Space or the POA's ability to maintain and clean the sidewalks in the Open Space (it being understood that no Member shall be deemed in violation of such covenant by reason of any other Person's actions in violation of such covenant unless such other Person is its Occupant, Personnel or affiliate). For the purposes of this Section 2.2, without limiting the generality of the foregoing, any use or occupancy that interferes with the ability of the POA, from and after the Initial

Construction of the Open Space, to repair, restore, replace, alter, improve, maintain, operate or use any such portion of the Open Space with respect to which the initial construction thereof shall then have been completed, or that may make void or voidable any insurance then in force with respect to the Open Space, shall be deemed to unreasonably interfere with the beneficial use of the Open Space. Immediately upon the discovery or receipt of any notice of any such unpermitted use, the applicable Member, with respect to its respective portion of the Property, shall immediately discontinue such use or shall take all necessary actions, legal and equitable, to compel the discontinuance of such use, as applicable.

Section 2.3 Mechanics' or Materialmen's Liens. No Member shall cause any mechanics', materialmen's or similar lien to attach to any portion of the Property not owned by such Member or to the Open Space (or any portion thereof) without the express written consent of (i) the Member that owns the portion of the Property on which the lien is being placed or (ii) from and after the Initial Construction of the Open Space, the POA if the portion of the Property on which the lien is being placed is any such portion of the Open Space with respect to which the initial construction thereof shall then have been completed (such Member, the "**Encumbered Owner**"). If any Member shall impermissibly cause any such lien (the "**Encumbering Owner**") and such Encumbering Owner shall fail to satisfy such unpermitted lien or otherwise cause its discharge (by bonding or otherwise) within sixty (60) days after the receipt by such Encumbering Owner of written notice and request for discharge of such lien from the Encumbered Owner, the Encumbered Owner may take all necessary and appropriate steps to discharge the lien and charge the Encumbering Owner for all expenses incurred by the Encumbered Owner in connection therewith, including reasonable attorneys' fees, disbursements and court costs.

Section 2.4 No Adverse Possession. Subject to the POA performing its obligations under the second sentence of this Section 2.4, no Member shall knowingly suffer or permit its respective portion of the Open Space to be used by the public in such manner as might reasonably tend to impair title to such portion of the Open Space, or in such manner as might reasonably make possible a claim or claims of adverse usage, prescriptive rights or adverse possession by the public, as such, or of implied dedication of such portion of the Open Space. From and after the Initial Construction of the Open Space, the POA shall not knowingly suffer or permit any such portion of the Open Space with respect to which the initial construction thereof shall have been completed to be used by the public in such manner as might reasonably tend to impair title to such portion of the Open Space, or in such manner as might reasonably make possible a claim or claims of adverse usage, prescriptive rights or adverse possession by the public, as such, or of implied dedication of such portion of the Open Space.

Section 2.5 Rules and Regulations.

(a) Each Owner and Occupant shall observe and comply with the Rules and Regulations. The initial Rules and Regulations are set forth on Exhibit D attached hereto, which initial Rules and Regulations shall apply to all such portions of the Open Space with respect to which the initial construction thereof shall have been completed and which portions shall have been opened to the public from time to time. The POA shall have the right to adopt, supplement, amend, modify and delete any of the Rules and Regulations from time to time (subject to compliance with the provisions of the GLSD

and the Deed), *provided* that all Rules and Regulations shall at all times be applied against all Owners on a non-discriminatory basis.

(b) In the event of a conflict between the Rules and Regulations, on the one hand, and the provisions of this Declaration, the GLSD or the Deed, on the other hand, then the provisions of this Declaration, the GLSD or the Deed, as applicable, shall control.

(c) Promptly upon any adoption, supplement, amendment, modification or deletion of any of the Rules and Regulations, each Member that is a Condominium Board shall provide to each Owner in its Condominium a copy of such Rules and Regulations.

Section 2.6 Exterior Lighting. Each Member agrees that it shall maintain in good order and repair all exterior lighting in its respective portion of the Property to the extent such exterior lighting illuminates the Open Space (or any portion thereof).

POA MATTERS

Section 3.1 POA Matters. Subject to and in accordance with the GLSD and the Deed, the POA shall exclusively, without being required to obtain the consent of any individual Owner(s), Occupant or any other Person exercise (or cause to be exercised) the following rights and perform (or cause to be performed) the following obligations (collectively, "**POA Matters**"):

(a) Following the Initial Construction of the Open Space, maintain, repair, restore, replace and make alterations, additions and improvements to all such portions of the Open Space with respect to which the initial construction thereof shall then have been completed and which portions shall have been opened to the public (it being understood that the POA shall have no such obligations with respect to any portion of the Open Space with respect to which the initial construction thereof shall not have been completed from time to time until and unless the initial construction thereof shall have be completed and such portion shall have been opened to the public);

(b) Following the Initial Construction of the Open Space, operate all such portions of the Open Space with respect to which the initial construction thereof shall then have been completed and which portions shall have been opened to the public (it being understood that the POA shall have no such obligations with respect to any portion of the Open Space with respect to which the initial construction thereof shall not have been completed from time to time until and unless the initial construction thereof shall have be completed and such portion shall have been opened to the public);

(c) Following the Initial Construction of the Open Space, obtain and maintain insurance with respect to all such portions of the Open Space with respect to which the initial construction thereof shall then have been completed and which portions shall have been opened to the public (it being understood that the POA shall have no such obligations with respect to any portion of the Open Space with respect to which the initial construction thereof shall not have been completed from time to time until and unless the

initial construction thereof shall have be completed and such portion shall have been opened to the public);

(d) Following the Initial Construction of the Open Space, in accordance with Section 3.4(g) of the GLSD, be responsible for a maintenance program for the planted portions of the Open Space that have been opened to the public, including the following maintenance activities: regular tree inspection, weeding, raking, applying fertilizer, reseeding, removing dead trees and mowing grass;

(e) Following the Initial Construction of the Open Space, be responsible for repairs and replacements as needed to maintain all such portions of the Open Space with respect to which the initial construction thereof shall then have been completed and which portions shall have been opened to the public in good order and working condition in accordance with Section 3.4(h) of the GLSD, including repairs and replacements to benches, walls, barriers, paving, lighting, signage, water features and any items with painted surfaces;

(f) Following the Initial Construction of the Open Space, be responsible for maintaining and cleaning all sidewalks in such portions of the Open Space with respect to which the initial construction thereof shall then have been completed and which portions shall have been opened to the public, in each case, to the extent any Member is responsible for such maintenance and cleaning under applicable Legal Requirements;

(g) Following the Initial Construction of the Open Space, be responsible for obtaining and maintaining security services with respect such portions of the Open Space with respect to which the initial construction thereof shall then have been completed and which portions shall have been opened to the public;

(h) Determine, allocate and reallocate the POA Shares and the Waterproofing and Slab Shares in accordance with Article 8 and to impose POA Charges and Special Assessments on the Members and collect the same from the Members;

(i) Be responsible for pursuing and defending any and all claims, including any indemnification claims, in each case, of or against the POA, including defending, prosecuting, settling and paying any such claims;

(j) Request and deliver any and all consents and approvals and give notices to the extent related solely to POA Matters;

(k) Enforce obligations under the GLSD relating to POA Matters;

(l) Acquire and lease POA Property in its own name or in the name of any nominee(s) or designee(s);

(m) Sell, transfer, convey, lease or otherwise dispose of any POA Property;

(n) Maintain, repair, restore, replace and operate any and all POA Property;

(o) Prepare and adopt budgets for the POA;

(p) Prepare and submit annual reports about the Open Space to the Chair of the City Planning Commission, as required by Section 3.8 of the GLSD;

(q) Present, produce and/or sponsor any entertainment and/or special events within such portion of the Open Space with respect to which the initial construction thereof shall then have been completed and which portions shall have been opened to the public and to enter into leases, licenses, concession agreements and other similar arrangements in connection with the same;

(r) Establish, fund and maintain funds and reserves to pay for any advertising, marketing and other promotional activities relating to any entertainment or special events within such portion of the Open Space with respect to which the initial construction thereof shall then have been completed and which portions shall have been opened to the public;

(s) Following the Initial Construction of the Open Space, grant any easements or similar rights in or to the Open Space solely to the extent such easements or other rights only affect (i) space above-grade and (ii) such portions of the Open Space with respect to which the initial construction thereof shall then have been completed and which portions shall have been opened to the public;

(t) Grant any rights or licenses in or to the POA Property; and

(u) Perform any and all other matters and activities as may be necessary or appropriate in order to provide (i) following the Initial Construction of the Open Space, for the maintenance, repair, restoration, replacement, alteration, improvement and operation of all such portions of the Open Space with respect to which the initial construction thereof shall then have been completed but excluding Excluded Work, (ii) for the maintenance, repair, restoration, replacement and operation of the POA Property and/or (iii) for the administration of the POA, in each case, subject to the terms of the GLSD and the Deed, and otherwise as may be necessary or appropriate for the POA to exercise its rights and perform its duties and obligations under this Declaration.

Each Member agrees that, to the extent its cooperation and/or execution and delivery of documents is necessary in connection with the POA's exercise of its rights under Section 3.1(s), such Member shall provide such cooperation and execute and deliver any such documents as may be reasonably requested by the POA, *provided* that such easements or similar rights granted by the POA shall not (i) unreasonably interfere with the use or occupancy of such Member's portion of the Property or (ii) increase in any material respect or create any new material obligations, liabilities or operating costs with respect to such Member's portion of the Property (other than the Open Space).

Section 3.2 Compliance with GLSD and Rules and Regulations.

(a) Notwithstanding anything in this Declaration to the contrary, following the Initial Construction of the Open Space, the POA shall at all times maintain and repair in

accordance with the terms of the GLSD (including Section 3.4 thereof) all such portions of the Open Space with respect to which the initial construction thereof shall then have been completed, including in accordance with the following requirements:

(i) Litter and obstructions shall be removed no less than daily and leaves shall be collected and removed as needed to maintain the Open Space in clean, neat and good condition;

(ii) Walkways, lighting and all other improvements and facilities installed in the Open Space shall be routinely cleaned and maintained so as to keep them in clean, neat and good condition;

(iii) Graffiti shall be regularly painted over or removed as appropriate to the nature of the surface, promptly, with reasonable dispatch;

(iv) Drains, sewers and catch basins shall be cleaned regularly to prevent clogging or flooding;

(v) Branches and trees damaged or felled by winds, ice, vandalism or by any other reason whatsoever shall be promptly removed; and

(vi) Snow and ice shall be promptly removed from all walkways so as not to interfere with safe passage and from all other paved surfaces no more than 24 hours after each snowfall or accumulation of ice.

(b) Notwithstanding anything in this Declaration to the contrary, following the Initial Construction of the Open Space, the POA shall at all times operate in accordance with the terms of the GLSD (including Section 3.2 thereof) and the Rules and Regulations all such portions of the Open Space with respect to which the initial construction thereof shall then have been completed.

Section 3.3 Delegation by POA. When an obligation is stated under this Declaration to be a POA Matter, such obligation may be delegated by the POA to and performed by a Managing Agent or any other Person, *provided* that no such delegation shall relieve the POA of liability for the performance of such obligation hereunder.

ARTICLE 4

PROPERTY IMPROVEMENTS

Section 4.1 Work. Notwithstanding anything to the contrary herein, each Phase I Property Owner and Phase II Property Owner shall have the right, without the consent of the POA, any other Owner or any other Person, but subject in each case to the terms of the GLSD, the Deed, this Declaration and all applicable Legal Requirements to perform, permit, cause and suffer the design, development, construction and making of (i) the Phase I Project or the Phase II Project, respectively, including the initial construction of the Open Space and (ii) all installations, finishes, alterations, additions and improvements in or to, and equipping and fitting-out of, its respective portion of the Property (including performing structural or non-structural,

interior or exterior, ordinary or extraordinary work), but, following the Initial Construction of the Open Space, excluding all such portions of the Open Space with respect to which the initial construction thereof shall then have been completed (all of such work, the "**Work**").

Section 4.2 Components and Systems Servicing Open Space. To the extent not already part of the Open Space, the following components and systems servicing the Open Space shall be subject to a perpetual easement in favor of the POA as set forth in Article 5 for the maintenance, repair, restoration, replacement, alteration, improvement, operation and use of the Open Space:

(a) the electrical systems (including any and all risers, feeders, lines, meters, equipment transformers, main switchgears, distribution panelboards, circuit breakers, conduits and wires) bringing electrical power into the Open Space and distributing such electrical power throughout the Open Space;

(b) the plumbing systems of the Open Space (including all plumbing fixtures, risers, water heaters and chillers, pumps, valves, pressure reducers and meters);

(c) the sanitary systems carrying sewage out of the Open Space (including all sewer pipes, risers, pumps, drains, catches and valves);

(d) the central and appurtenant installations and systems bringing natural gas into the Open Space and distributing the same throughout the Open Space (including all pipes, risers, ducts, chutes, wires, vents, shafts, lines, cables and connections used in connection therewith);

(e) the central and appurtenant installations and systems for other services to the Open Space, such as telephone, television, communication, cable, data and other technologies (including all conduits, pipes, ducts, chutes, wires, vents, shafts, lines, cables and connections used in connection therewith, but excluding any of the foregoing equipment owned by the service providers or other third parties);

(f) the sprinkler/hydrant systems for the Open Space (including all risers, pumps, suction tanks, fixtures and valves);

(g) the central fire command equipment (including any applicable panelboards, cables, conduits and wires) interfacing between or among the separate fire command stations and monitoring systems serving the Open Space;

(h) the central security protection systems for the Open Space;

(i) the emergency generator systems (including any and all risers, feeders, lines, meters, equipment transformers, main switchgears, distribution panelboards, circuit breakers, conduits and wires) distributing emergency electrical power throughout the Open Space; and

(j) all other apparatus, installations, systems and equipment existing in the Property which serves or benefits or is necessary for the maintenance, repair, restoration, replacement, alteration, improvement, operation or use of the Open Space.

ARTICLE 5

EASEMENTS

Section 5.1 Declaration of Easements. Declarant hereby declares the following easements on, in, through and over the Property as set forth below, each of which is intended to be binding upon POA, the Owners and all Persons claiming by, through and under the POA and/or the Owners, including all Occupants and any Personnel of the POA, the Owners and any other Persons and, except as specified below, inure to the benefit of the Persons specified in this Section 5.1, to run with the Property as set forth below:

(a) Property Construction Easement. A perpetual right and easement for the benefit of each of Phase I Property Owner, Phase II Property Owner, including any applicable Condominium Board, and their respective Personnel, to enter in, upon, through and across the Property in connection with the Work to the extent necessary to make the Open Space function as a single amenity or to connect the North Garage and the South Garage, in each case, upon such terms and conditions as shall be set forth in the plans and specifications submitted in accordance with and subject to the Access Conduct Standards and otherwise in accordance with and subject to the terms of the GLSD, the Deed and this Declaration and any other agreements binding upon the applicable Person with respect to the Work.

(b) Property Maintenance and Repair Easement. A perpetual right and easement for the benefit of each of Phase I Property Owner, Phase II Property Owner, including any applicable Condominium Board, and their respective Personnel, to enter in, upon, through and across the Property in connection with any inspections, maintenance, repair, restoration, replacements, alterations, additions and improvements with respect to their respective portion of the Property, including after any damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of the Property, in each case (i) to the extent necessary (x) for the Open Space to continue to function as a single amenity or the North Garage and the South Garage to continue to be connected or (y) to perform Excluded Work and (ii) upon such terms and conditions as shall be set forth in the plans and specifications submitted in accordance with and subject to the Access Conduct Standards and otherwise in accordance with and subject to the terms of the GLSD, the Deed, this Declaration and any other agreements binding upon the applicable Person with respect to such work.

(c) Open Space Maintenance Easement. A perpetual right and easement for the benefit of the POA and its Personnel to enter in, upon, through and across the Property in connection with and to the extent necessary for any inspections, maintenance, repair, restoration, replacements, alterations, additions and improvements with respect to the Open Space, including after any damage by fire or other casualty or any taking by

condemnation or eminent domain proceedings of all or any portion of the Property, upon such terms and conditions, as shall be set forth in the plans and specifications submitted in accordance with and subject to the Access Conduct Standards and otherwise in accordance with and subject to the terms of the GLSD, the Deed, this Declaration and any other agreements binding upon the POA with respect to such maintenance, repair, restoration, replacement, alteration or improvement.

(d) General. A perpetual easement for the benefit of each of Phase I Property Owner, Phase II Property Owner, including any applicable Condominium Board, the POA and their respective Personnel, subject to the Access Conduct Standards, for reasonable access on, over, across and through the Property (i) to perform any activities or obligations that are required to be performed by the Person benefitted by such easement under this Declaration, the GLSD or the Deed, (ii) to exercise the rights granted to the Person benefitted by such easement under this Declaration, and (iii) as reasonably necessary or desirable in order for the Person benefitted by such easement under this Declaration to comply with any applicable Legal Requirements.

(e) Easements of Subjacency, Support and Necessity. Each the Phase I Project and the Phase II Project, including the Open Space, shall have easements of subjacency, support and necessity with respect to, and the same shall be subject to such easements in favor of, all of the other portions of the Property.

(f) No Impairment. No Phase I Property Owner or Phase II Property Owner, including any applicable Condominium Board, shall, without the prior written consent of the POA, grant any easements or similar encumbrances with respect to their respective portions of the Property that are likely to interfere materially with (i) the beneficial use and enjoyment of the Open Space or (ii) the exercise of any rights or performance of any duties by the POA under this Declaration. The POA shall not, without the prior written consent of Phase I Property Owner with respect to the Phase I Land and of Phase II Property Owner with respect to the Phase II Land, grant any easements or similar encumbrances with respect to the Open Space that are likely to interfere materially with the beneficial use and enjoyment of any other portion of the Property, except for the easements expressly granted under this Declaration. Except as expressly set forth in this Section 5.1(f), nothing in this Declaration shall limit or be deemed to limit the rights of Phase I Property Owner, Phase II Property Owner, including any applicable Condominium Board, or the POA to enter into additional easement agreements or other arrangements with respect to their respective portions of the Property, and to modify such additional easement agreements or other arrangements from time to time, subject in each case to the GLSD, the Deed, this Declaration and Legal Requirements, without the consent of the any Owner, Condominium Board, the POA or any other Person.

Section 5.2 Rights of Access in Favor of Utility Companies. All portions of the Property shall be subject to an easement for access in favor of each utility company (and its Personnel) servicing the Property (or any portion thereof) for the purposes of installing, operating, maintaining, repairing, modifying, altering, restoring and replacing any installations owned, used, or operated by such company in, over, under, through, adjacent to, or upon any portion of the Property, *provided* that such easements (i) shall not (A) unreasonably interfere

with the use or occupancy of any portion of the Property or (B) increase in any material respect or create any new material obligations, liabilities or operating costs with respect to the portion of the Property burdened thereby without the consent of (x) Phase I Property Owner with respect to the Phase I Land (but, from and after the Initial Construction of the Open Space, excluding all such portions of the Open Space with respect to which the initial construction thereof shall then have been completed), (y) Phase II Property Owner with respect to the Phase II Land (but, from and after the Initial Construction of the Open Space, excluding all such portions of the Open Space with respect to which the initial construction thereof shall then have been completed) and (z) the POA with respect to the Open Space and (iii) shall be reasonably coordinated with (x) Phase I Property Owner with respect to the Phase I Land, (y) Phase II Property Owner with respect to the Phase II Land and (z) the POA with respect to the Open Space.

Section 5.3 Access Conduct Standards.

(a) Any easement or right of access to any portion of the Property granted pursuant to this Declaration which expressly require compliance with the "**Access Conduct Standards**", *i.e.*, the standards set forth in this Section 5.3, shall be exercised:

(i) during hours which are reasonable in relation to the use of the areas being entered;

(ii) (A) in the case of any exercise which does not involve the performance of work (*e.g.*, visual inspections, meter and similar readings, and similar entries), upon at least three (3) days prior written notice, (B) in the case of any exercise which involves the performance of work, the delayed performance of which would result in the imposition of more than *de minimis* additional cost upon the Person seeking to exercise such right of access, or potentially expose such Person to the assessment of fines or penalties resulting from a violation of applicable Legal Requirements, upon at least ten (10) days prior written notice, or such shorter notice as would not unreasonably interfere with the use of the burdened portion of the Property, and (C) in all other cases, upon at least thirty (30) days' prior written notice to (x) Phase I Property Owner if the burdened portion of the Property is the Phase I Land (but, from and after the Initial Construction of the Open Space, excluding all such portions of the Open Space with respect to which the initial construction thereof shall then have been completed), (y) Phase II Property Owner if the burdened portion of the Property is the Phase II Land and (but, from and after the Initial Construction of the Open Space, excluding all such portions of the Open Space with respect to which the initial construction thereof shall then have been completed) (z) the POA if the burdened portion of the Property is the Open Space, which notice, in each case under clauses (A), (B) or (C), shall specify, in reasonable detail, the purpose and contemplated extent, location and duration of such entry and, in each case under clauses (B) and (C), shall include a copy of the plans and specifications for the work being performed in connection with such right of access, if any;

(iii) to the extent reasonably possible, in such a manner as will not unreasonably interfere with: (i) the conduct of business of the Occupants of any

portion of the Property or (ii) the use of any portion of the Property for its intended purposes;

(iv) subject to such other specific reasonable limitations as may be imposed from time to time: (i) by Phase I Property Owner to prevent any unreasonable interference with the use and occupancy of the Phase I Project for its intended purposes, (ii) by Phase II Property Owner to prevent any unreasonable interference with the use and occupancy of the Phase II Project for its intended purposes and (iii) by the POA to prevent any unreasonable interference with the use and occupancy of the Open Space for its intended purposes; in each case, *provided, however*, that any such limitations shall not preclude, unreasonably restrict or unreasonably interfere with the enjoyment or exercise of any such right of access or easement and the Person imposing such additional limitations shall have given reasonable advance written notice of such limitations to the other Persons (*i.e.,* Phase I Property Owner, Phase II Property Owner and the POA, as applicable);

(v) subject to the requirement that, to the extent such easement is being exercised in connection with the performance of any work as contemplated herein, the following shall have been furnished to (x) Phase I Property Owner if the burdened portion of the Property is the Phase I Land (but, from and after the Initial Construction of the Open Space, excluding all such portions of the Open Space with respect to which the initial construction thereof shall then have been completed), (y) Phase II Property Owner if the burdened portion of the Property is the Phase II Land (but, from and after the Initial Construction of the Open Space, excluding all such portions of the Open Space with respect to which the initial construction thereof shall then have been completed)and (z) the POA if the burdened portion of the Property is the Open Space: (i) certificates of insurance, in such form, amount and from an insurance carrier or carriers reasonably satisfactory to such Person, indicating that the insurance coverage with respect to such work is in effect and (ii) all necessary permits, authorizations, approvals and certificates required for the commencement of such work;

(vi) subject to the requirement that the Person exercising such right of access or easement shall be liable for any and all physical damage and personal injury caused thereby, and each such Person hereby agrees to indemnify, hold harmless and defend the affected Owners and the POA, as applicable, and their respective Occupants and Personnel from and against all costs resulting from, arising out of, or in any way connected to such exercise; and

(vii) in compliance with the GLSD, the Deed, this Declaration (including the provisions hereof regarding the removal of mechanics' liens and violations), and all Legal Requirements (including those regarding the licensing of contractors).

(b) Notwithstanding anything to the contrary in this Declaration with respect to compliance with Access Conduct Standards, in the case of an Emergency, the right of

access or easement in question shall require only such notice, if any, as may be practicable under the circumstances prior to exercising such right of access or easement, and the same may be exercised whether or not any affected Owner, the POA, any Occupant or any other Person is present.

(c) In connection with any access by any Person to any portion of the Property pursuant to an access right or easement granted hereunder, the POA and each Member (each, a "**Releasing Party**") hereby releases and waives for itself, and each Person claiming by, through or under it, each of the POA and each Member (each, a "**Released Party**") from any liability for any loss or damage to all property of such Releasing Party located upon any portion of the Property or personal injury to the extent of proceeds received by such Releasing Party from property insurance, irrespective of any negligence on the part of the Released Party which may have contributed to or caused such loss. The Releasing Party agrees to obtain, if needed, appropriate language in its policies of insurance with respect to the foregoing release and waiver and shall obtain waivers of subrogation in its policies of property insurance consistent with such release and waiver.

ARTICLE 6

MAINTENANCE, REPAIRS AND CAPITAL IMPROVEMTNS

Section 6.1 Maintenance and Repair of the Open Space. In accordance with the terms of the GLSD and the Deed, from and after the Initial Construction of the Open Space, the POA shall have the exclusive right, and to the extent required by the GLSD, the Deed or this Declaration, exclusive obligation, to maintain, repair, restore, replace and make alterations, additions and improvements to all such portions of the Open Space with respect to which the initial construction thereof shall then have been completed and which portions shall have been opened to the public, as a POA Matter, in each case, subject to and in accordance with the terms of the GLSD, the Deed and this Declaration and including to the extent necessary as a result of any fire, other casualty, condemnation or eminent domain proceedings, but, in all cases, excluding Excluded Work. No Member shall cause (or allow any Owner or Occupant at its respective portion of the Property to cause) waste, damage or injury to the Open Space.

Section 6.2 Maintenance and Repair of Other Portions of the Property. Each Member shall, at its sole cost and expense, promptly repair any damage or condition relating to its portion of the Property (but, from and after the Initial Construction of the Open Space, excluding all such portions of the Open Space with respect to which the initial construction thereof shall then have been completed other than in connection with any Excluded Work required to be performed by such Member pursuant to the terms of this Declaration) if the failure so to repair could have a material adverse effect on the Open Space, including to the extent necessary as a result of any fire, other casualty, condemnation or eminent domain proceedings, in each case, *provided, however*, that, to the extent that such damage or condition shall have been caused by the gross negligence or willful misconduct of another Member, any Occupant of any other Member or the Personnel of any other Member, then such other Member shall be responsible for the cost and expense of such repair. All repairs to the Property shall be made in

compliance with all Legal Requirements and the requirements of the New York Board of Fire Underwriters or any successor thereto.

Section 6.3 Capital Improvements. Subject to the terms of the GLSD, the Deed, this Declaration (including Section 5.3 hereof), any applicable Condominium Documents and Legal Requirements, (i) each Phase I Property Owner and Phase II Property Owner, including each applicable Condominium Board, shall have the right to demolish, rebuild, replace, restore, alter and or make other additions and improvements to its respective portion of the Property and (ii) from and after the Initial Construction of the Open Space, the POA shall have such right with respect to all such portions of the Open Space with respect to which the initial construction thereof shall then have been completed. Notwithstanding anything contained in this Declaration to the contrary, the POA shall not undertake any Major Open Space Upgrade unless each Manager shall have approved such work (for the avoidance of doubt, including each Manager appointed by a Member whose POA Share may then be equal to zero (0)).

ARTICLE 7

INSURANCE FOR OPEN SPACE

Section 7.1 Insurance Coverage. The POA shall obtain and maintain in full force and effect the following insurance coverage with respect to the Open Space and the POA:

(a) From and after the Initial Construction of the Open Space, insurance covering the improvements in the Open Space on an "all risk," broad form basis against such risks as a are customarily covered by such insurance in aggregate amounts determined by the POA Board from time to time;

(b) commercial general liability insurance with such limits as the POA Board shall determine from time to time and including each Member as an additional insured;

(c) crime insurance covering the POA Board and all Personnel of the POA, including any Managing Agent(s) with such limits as the POA Board shall determine from time to time;

(d) Directors' and Officers' insurance with respect to the POA Board with such limits as the POA Board shall determine from time to time; and

(e) such other insurance in such amounts as the POA Board may determine from time to time.

Section 7.2 Insurance Expenses. The cost of all insurance maintained by the POA shall be a POA Expense and shall be allocated to the Members on the basis of their respective POA Shares.

ARTICLE 8

POA SHARES, WATERPROOFING AND SLAB SHARES AND POA EXPENSES

Section 8.1 Determination of POA Shares; Determination of Waterproofing and Slab Shares.

(a) Each Member shall be allocated its "**POA Share**" by the POA based on a calculation as follows: the Adjusted GSF with respect to such Members' portion of the Property relative to the Total Adjusted GSF. Such method of allocating (for the avoidance of doubt, as distinguished from the allocation of) the POA Shares shall in no event be modified without the consent of each Member. For the purposes of calculating each Member's POA Share, such Member's portion of the Property shall mean: (i) with respect to Phase I Property Owner (other than any Condominium Board), the Phase I Land but excluding any portion thereof subject to a Condominium, (ii) with respect to Phase II Property Owner (other than any Condominium Board), the Phase II Land but excluding any portion thereof subject to a Condominium and (iii) with respect to each Condominium Board, the portion of the Property subject to its Condominium.

(b) Each Member shall be allocated its Waterproofing and Slab Share by the POA in accordance with the definition of "Waterproofing and Slab Share" set forth on Exhibit C.

Section 8.2 Determination and Allocation of POA Expenses. The POA Board shall determine all costs and expenses incurred by the POA in connection with the performance of the POA Matters (the "**POA Expenses**"). All POA Expenses shall be (i) determined by the POA Board, without any cost increase or markup of any kind whatsoever by the POA and otherwise in the manner provided in and subject to the provisions of this Declaration and (ii) shall be allocated among the Members in accordance with their respective POA Shares, *provided, however*, that any and all POA Expenses incurred by the POA in connection with the performance of its duties under Section 3.1 with respect to Waterproofing and Slab Work shall be allocated to the Members in accordance with their respective Waterproofing and Slab Shares (it being understood that POA Expenses incurred by the POA in connection with the performance of its duties under Section 3.1 other than the performance of Waterproofing and Slab Work shall be allocated to the Members in accordance with their respective POA Shares). The POA shall have the power and authority, to the fullest extent permitted by Legal Requirements, to levy POA Charges against the Land and each Member in such amounts as shall be determined by the POA Board from time to time. The POA shall also have the power and authority, to the fullest extent permitted by Legal Requirements, to levy Special Assessments against the Land and each Member in such amounts as shall be determined by the POA from time to time. Pursuant to this Declaration, each Member is obligated to fund its respective share of all POA Expenses whether payable as POA Charges, Special Assessments or otherwise.

Section 8.3 Payment of POA Charges and Special Assessments. Each Member shall be obligated to pay, and hereby covenants and agrees to pay, its respective share of all POA Charges and Special Assessments assessed by the POA pursuant to the terms of this Declaration against the Land at such time or times as the POA shall determine.

Section 8.4 Liability for the Payment of POA Charges and Special Assessments after the Sale or Other Transfer of any Portion of the Property. No Phase I Property Owner or Phase II Property Owner shall be liable for the payment of any POA Charges or Special Assessments assessed against its respective portion of the Land subsequent to a sale, transfer, or other conveyance by such Person of such Person's portion of the Land (including, with respect to any portion of the Property subject to a Condominium, subsequent to the establishment of such Condominium in accordance with this Declaration), except any amounts accrued and unpaid prior such sale, transfer or other conveyance. Any purchaser or other successor-in-title to such Person shall be liable, jointly and severally with its predecessor, for the payment of all POA Charges and Special Assessments accrued and unpaid against the applicable portion of the Land prior to its acquisition thereof.

Section 8.5 No Abatement of POA Charges or Special Assessments. No Member shall be exempted from liability for the payment of any POA Charges or any Special Assessments, or entitled to a diminution or abatement in the amount thereof, for any reason or cause whatsoever:

Section 8.6 Statement of POA Charges and Special Assessments. The POA shall provide a written statement of all unpaid POA Charges and/or Special Assessments due from any Member within seven (7) days of its receipt of a written request therefor from such Member. In connection therewith, the POA may request, and shall be entitled to receive from any applicable Condominium Board, within seven (7) days of request, and shall be entitled to rely upon, a written statement as to arrearages, if any, of any Unit Owner with respect to any common charges and special assessments due and owing to such Condominium under the applicable Condominium Documents.

ARTICLE 9

CONDOMINIUMS

Section 9.1 Condominium Provisions.

(a) Notwithstanding anything to the contrary herein, each Phase I Property Owner and Phase II Property Owner may subject all or any portion of its respective portion of the Property to a declaration of condominium pursuant to the provisions of Article 9-B of the New York State Real Property Law (the "**Condominium Act**"), and the board of managers created thereunder (the "**Condominium Board**"), as agent for the condominium association (as applicable, a "**Condominium**"), shall, in each case, be deemed the Phase I Property Owner or the Phase II Property Owner, as applicable, for the purposes of this Declaration with respect to the portion of the Property subject to such Condominium. (The date upon which a declaration of condominium with respect to any such Condominium is recorded and the applicable condominium tax map floor plans are recorded with respect thereto in accordance with the Condominium Act is referred to herein as the "**Condominium Formation Date**" in respect of such Condominium.) From and after the Condominium Formation Date, the POA Charges and Special Assessments allocated to the portion of the Land subject to the applicable Condominium shall be the obligation of the applicable Condominium.

(b) Each Condominium Board shall collect the POA Charges and Special Assessments allocated to its Condominium against all persons owning condominium units (each such owner, a "**Unit Owner**") in its Condominium. Such POA Charges and Special Assessments shall be assessed against the Unit Owners by such Condominium Board as common charges or special assessments in accordance with the applicable Condominium Documents. Each Unit Owner shall be responsible to fund in a timely manner its respective share of all POA Charges and Special Assessments, and, in the event of any default by any Unit Owner in its obligation to pay any amounts so allocated to it by the applicable Condominium for the payment of the POA Charges and/or Special Assessments, the applicable Condominium shall use all reasonable efforts to enforce its rights against the applicable Unit Owner for the collection of any such amounts, including impose a lien on such Unit Owner's condominium unit for such unpaid amounts, *provided* that no Condominium shall be obligated to enforce its rights against the applicable Unit Owner under the terms of this Declaration if such Condominium is otherwise making timely payment of all amounts due and payable by such Condominium to the POA pursuant to the terms of this Declaration (it being understood that nothing contained in this Declaration shall be construed to (x) limit any rights of any Condominium with respect to any Unit Owner under the applicable Condominium Documents or (y) give the POA any right to seek to collect any such amounts directly from any Unit Owner). Each Condominium Board shall be responsible to the POA for the amount assessed by the POA with respect to its Condominium, irrespective of whether any Unit Owner pays or fails to pay its common charges, including any costs the POA incurs in connection with the collection of any unpaid amounts from such Condominium Board.

(c) If either Phase I Property Owner or Phase II Property Owner files any application with the Attorney General to declare a condominium or other form of owners' association with respect to its portion of the Property or any portion thereof, the condominium declaration and every deed conveying title to a condominium unit therein shall expressly state that the condominium declaration and/or the applicable conveyance is subject this Declaration.

ARTICLE 10

POA GOVERNANCE

Section 10.1 General.

(a) *Name*. The name of the POA shall be, and the business of the POA shall be conducted under the name of, "Flushing Commons Property Owners' Association", or as otherwise determined by the POA Board from time to time.

(b) *Authority*. The POA shall have the power to engage in all actions, proceedings, activities and transactions that, subject to applicable Legal Requirements and the terms of the GLSD, the Deed and this Declaration, the POA Board may deem necessary or advisable in connection with the POA Matters and exercising the POA's rights and performing the POA's obligations under this Declaration.

(c) *Principal Office.* The principal office of the POA shall be located either at the Property or at such other place in the City as may be designated from time to time by the POA Board.

(d) *No Member Liability.* The Members shall have no liability for the obligations or liabilities of the POA except to the extent expressly provided in this Declaration or under applicable Legal Requirements.

(e) *Duration.* The POA shall continue in existence until dissolution of the POA by the POA Board. The POA Board may not dissolve the POA in violation of the GLSD or the Deed.

(f) *Title to POA Property.* All property and interests in property, real or personal, owned by the POA shall be deemed owned by the POA as an entity, and no Member, individually, shall have any ownership of such property or interest except by having an interest in the POA as a Member. Each of the Members irrevocably waives any right that it may have to maintain any action for partition with respect to any assets of the POA.

(g) *Relationship among Members.* The relationship among the Members, in their capacity as such, shall be limited to the carrying on of the business of the POA in accordance with the terms of this Declaration. Except as otherwise expressly provided for in this Declaration, nothing herein shall be construed to create a partnership, joint venture or any other relationship between the Members or to authorize any Member to act as an agent for any other Member.

Section 10.2 Management and Control.

(a) *General.* Except to the extent otherwise expressly provided in this Declaration, the management, operation and control of the POA, its business and the POA Property shall be vested in a board of managers comprised of the Managers appointed thereto in accordance with this Article 10 (the "**POA Board**"). All powers of the POA the exercise of which does not require approval by the Members pursuant to the express terms of this Declaration shall be exercised by, or under the authority of, and the business and affairs of the POA shall be managed by, or under the direction and control of, the POA Board in a manner consistent with the terms, provisions and conditions of this Declaration. Any act within the power of the POA Board to perform, and deemed necessary or desirable to be performed by the POA Board, shall be performed: (i) by the POA Board as determined by a vote of the Managers in accordance with this Article 10; and/or (ii) by the agents (including any Managing Agent), employees, committees or designees of the POA Board on its behalf and at its direction.

(b) *Committees.* The POA Board may appoint an executive committee by duly adopted resolution, which executive committee shall have, and may exercise, all of the powers of the Board, subject to such exceptions and limitations as the POA Board may, from time to time, deem appropriate. In addition, the POA Board may, from time to time, appoint, by duly adopted resolutions, such other committees as the POA Board

deems appropriate to perform such duties and services as the POA Board shall direct, each of which committees shall have, and may exercise, all of the powers delegated to it in its enabling resolution.

(c) *Managing Agent.* The POA Board may cause the POA to retain or engage a Managing Agent, to serve at a compensation to be established by the POA Board and to perform such duties and services in the name of the POA as the POA Board shall direct. The POA Board may delegate to such Managing Agent the authority to exercise any of the rights and powers available to the POA by law, contract or otherwise.

Section 10.3 Powers and Duties of POA Board.

(a) *General.* The POA Board shall have all of the powers and duties necessary for, or incidental to, the conduct and administration of the affairs of the POA in accordance with this Declaration. Without intention to limit the generality of the foregoing in any respect, the POA Board shall have the following specific powers and duties:

(i) to perform each and every POA Matter as set forth in this Declaration;

(ii) to cause the POA to acquire or lease, in the name of the POA or its designee any and all POA Property and all rights, titles, appurtenances, benefits and interests in real and personal property deemed necessary or proper by the POA Board for use in connection with any POA Matters and/or the ownership and operation of the POA Property;

(iii) (A) to operate, care for, upkeep and maintain; (B) to make alterations, additions and improvements to; and (C) to make repairs, restorations and replacements of the Open Space and the POA Property in accordance with the terms of this Declaration, including the purchase and leasing of supplies, equipment and material and the employment, compensation and dismissal of Personnel;

(iv) to cause to be maintained complete and accurate books and records with respect to the finances and the operation of the POA, including:

(A) accounts, in chronological order, of all receipts and expenditures incurred in connection with POA Matters or affecting the Open Space or the POA Property;

(B) books of account of the POA; and

(C) minutes and other records of all meetings held pursuant to the terms of this Declaration;

(v) to prepare and adopt a budget for the POA for each fiscal year thereof, setting forth or including:

(A) an accounting of the anticipated expenses of the POA for the ensuing fiscal year;

(B) a projection of all sources and amounts of income available to discharge the same; and

(C) reserves in connection with anticipated capital expenditures or other anticipated expenditures of the POA for such time period and in such amounts as the POA Board may determine;

(vi) to determine the amount, and establish the means and methods of payment, of the POA Charges in order to pay POA Expenses, and to cause the POA to collect the same from the Members (including a Member comprised of a Condominium);

(vii) to cause the POA to open and maintain bank accounts and to designate the signatories required therefor;

(viii) to cause the POA to use the POA Charges collected from the Members and all other funds of the POA for the conduct and administration of the affairs of the POA, including:

(A) the payment of expenses of the POA;

(B) the establishment, funding and augmentation of such reserves as the POA Board may elect, including for contingencies, for general operating reserves, working capital and capital expenditures with respect to the Open Space, the POA Property and the POA Matters; and

(C) to make up any operating deficit or shortfall of the POA for any prior year(s);

(ix) to review and approve the coverage amount and terms, policy forms, deductibles and insurance carriers with respect to all insurance policies obtained and maintained by the POA, to obtain and maintain such insurance, to supervise and approve the adjustment and settlement of claims under any such insurance policies and to execute and deliver releases upon such adjustment and settlement on behalf of all Members, all holders of mortgages and other liens on the Open Space and all holders of any interest in any POA Property;

(x) from and after the Initial Construction of the Open Space, to supervise the making of additions to, and alterations of, and improvements to all such portions of the Open Space with respect to which the initial construction thereof shall then have been completed, in each case, subject to the terms of the GLSD, the Deed, this Declaration and applicable Legal Requirements;

(xi) from and after the Initial Construction of the Open Space, to supervise the making of repairs to, and restorations and replacements of, the structures located within all such portions of the Open Space with respect to which the initial construction thereof shall then have been completed after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings, in each case, subject to the terms of the GLSD, the Deed, this Declaration and applicable Legal Requirements;

(xii) to adopt, amend, modify, add to and/or delete from time to time the Rules and Regulations governing the use of the Open Space (including with respect to noise, nuisance, disturbances, public assembly and temporary closures, including to avoid public dedication), as well as to levy and collect fines against Members for violations of the same;

(xiii) to cause the POA to perform its obligations, and exercise its rights, under any document or instrument that shall be binding upon, or that shall inure to the benefit of, the POA, including this Declaration and any other document or instrument encumbering, or otherwise in force and effect and relating to, the Open Space and/or the POA Property;

(xiv) to bring or defend against any proceedings that may be instituted on behalf of, or against, the POA or in respect of the Open Space or the POA Property;

(xv) to retain or engage a Managing Agent to assist the POA Board and any officers of the POA in connection with the POA Matters and such other matters as the POA Board may deem necessary or desirable, and to delegate to the Managing Agent the exercise of such rights and powers as the POA Board deems appropriate, and to retain such attorneys, accountants, architects, engineers, brokers and other professionals as the POA Board deems necessary or desirable in connection therewith, in all instances for such compensation as the POA Board considers reasonable, suitable and appropriate;

(xvi) to cause the POA to execute, acknowledge and deliver any consent, covenant, restriction, easement, declaration or other instrument affecting the Open Space and/or the POA Property or in connection with any POA Matter that the POA Board deems necessary or appropriate to comply with any law applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the same;

(xvii) to cause the POA to commence, prosecute, defend, negotiate and settle any proceedings and litigation with respect to the POA Matters and to retain legal counsel in connection therewith;

(xviii) to cause the POA negotiate, execute and perform agreements generally in furtherance of the purpose of the POA;

(xix) to cause the POA to select, appoint and terminate auditors;

(xx) to enter into, from time to time, licenses, permits or other arrangements for the use of the Open Space and the POA Property (including for events, placement of artwork, advertisements, and the like) on such terms and conditions (including rentals or fees) as the POA Board deems appropriate, in each case, subject to the terms of the GLSD, the Deed, this Declaration and applicable Legal Requirements;

(xxi) to procure such fidelity bonds as the POA Board deems advisable to cover officers and employees of the POA handling and responsible for the POA's funds and the POA Property; and

(xxii) to comply with, satisfy and perform all of the obligations of the POA as owner or lessee of the POA Property which the POA has the ability to perform, *provided* that the POA Board shall have no liability (x) for any failure to perform the same that would have no more than a *de minimus* adverse effect or (y) if compliance, satisfaction and performance of the same is the obligation of a Member.

Section 10.4 Number of Managers; Removal; Vacancies; Compensation.

(a) *Number, Appointment, Voting and Qualifications of Managers.*

(i) Each Member shall appoint one (1) manager (each, a "**Manager**") to the POA Board, *provided* that each Manager designated by a Member comprised of a Condominium must also serve on such Condominium's Condominium Board. There shall be no limit on the number of terms of office, successive or otherwise, that a Manager may serve on the Board.

(ii) Each Manager shall have a proportionate vote commensurate with the POA Share allocated to the Member having appointed such Manager to the POA Board, and any and all references in this Declaration to a "majority" vote or "majority" of Managers, or other specified percentage vote or percentage of Managers shall in all instances mean a majority (or such other specified percentage) vote determined in accordance with the POA Shares, as in effect from time to time, allocated to the Members. For the avoidance of doubt, therefore, a Manager appointed by a Member shall be entitled to cast a percentage of the votes in a meeting of the POA Board equal to the quotient, expressed as a percentage, of (x) the POA Share allocated to such Member having appointed such Manager at such time divided by (y) the aggregate POA Shares allocated to all Members having appointed a Manager to the Board who is serving on the Board at such time.

(iii) Notwithstanding anything to the contrary contained herein, no Member may appoint a Manager if the Member has committed an Event of Default and such Event of Default has not been cured at the time of such appointment. Notwithstanding anything to the contrary contained herein, a Manager shall not be entitled to vote on any matters presented to the POA Board

if the Member who has appointed such Manager has committed an Event of Default and such Event of Default has not been cured as of such time.

(b) *Term.* Each Manager will serve for as long as the Member appointing such Manager elects or, in the case of a Manager designated by a Member comprised of a Condominium, for so long as such Manager also serves on such Condominium's Condominium Board.

(c) *Resignation of a Manager.* Any Manager may resign his or her position at any time by giving written notice thereof to the Board, *provided, however*, that no Manager shall voluntarily resign until his or successor has been appointed.

(d) *Removal of Managers.*

(i) Each Manager shall be subject to removal from office as follows:

(A) any Manager may be removed from office for cause by a majority of the votes of the Managers only at a duly constituted meeting of the Board who are entitled to vote upon his or her removal, and shall be given prior written notice thereof and an opportunity to be present and heard thereat; and

(B) any Manager may be removed from office without cause by the Member having so appointed such Manager.

(e) *Vacancies.*

(i) In the event of any vacancy on the Board that is caused by the removal, resignation, incapacity or death of a Manager, the Member who appointed such Manager shall appoint a replacement Manager to fill such vacancy.

(ii) Each Manager who is appointed to fill a vacancy shall serve as a Manager for the remainder of the term of the Manager that he or she replaced and until his or her successor shall be appointed and qualified pursuant to the terms hereof.

(f) Compensation. No Manager shall receive any compensation from the POA for acting as such.

Section 10.5 Meetings of POA Board.

(a) *Regular and Special Meetings of the Board.*

(i) Regular meetings of the POA Board may be held at such time and place in the City as shall be determined from time to time by a majority vote of the Managers, *provided* that at least one (1) such meeting of the POA Board shall be held during each calendar quarter. Written notice of all regular meetings of the

POA Board shall be given to each Manager by personal delivery, mail, facsimile, email or overnight carrier at least five (5) business days prior to the day of such meeting.

(ii) The President may call a special meeting of the POA Board whenever he or she deems the same to be necessary or desirable, and the President shall call such a meeting upon the written request of three (3) or more Managers. Written notice of all special meetings shall be given to each Manager by personal delivery, mail, facsimile, email or overnight carrier at least five (5) business days prior to the day of such meeting, which notice shall state the time, place (in the City) and purpose of the meeting. Notwithstanding the foregoing, for so long as there are three (3) or fewer Managers appointed to the Board, any one (1) Manager may call for a special meeting of the POA Board, *provided* that such Manager may call for no more than one (1) special meeting per year.

(b) *Waiver of Notice of Meetings.* Any Manager may, at any time, waive notice of any meeting of the POA Board in writing, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Manager at any meeting shall constitute a waiver by him or her of notice of the time and place thereof. If all of the Managers are present at any meeting of the POA Board, no notice of such meeting shall be required and any business may be transacted at such meeting.

(c) *Quorum of the POA Board; Remote Participation; Adjournment.* For purposes of all meetings of the POA Board, Managers sufficient to cast a majority of votes allocated to all Managers then serving on the POA Board shall constitute a quorum for the transaction of business, except the approval of any Major Open Space Upgrade (as set forth in Section 6.3, any Major Open Space Upgrade requires the approval of each Manager (for the avoidance of doubt, including each Manager appointed by a Member whose POA Share may then be equal to zero (0)), and, thus, each Manager must be present at a meeting of the POA Board at which any such approval is sought). In connection therewith one or more Managers may participate in any meeting by means of a conference telephone or similar communications equipment permitting all individuals participating in the meeting to hear each other at the same time, and such participation shall constitute the presence of such Manager(s) at such a meeting for all purposes. If, at any meeting of the POA Board, there shall be less than a quorum present, the Managers in attendance may adjourn the meeting. At any such adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting that was originally called (but for the lack of a quorum) may be transacted without further notice (for the avoidance of doubt, it being understood that each Manager must be present at a meeting of the POA Board at which approval of any Major Open Space Upgrade is sought).

(d) *Conduct of Meetings.*

(i) The President shall preside at all meetings of the POA Board. The Secretary shall faithfully record the minutes of all such meetings, which minutes

shall include the full text of all resolutions duly adopted by the POA Board and a record of all transactions and proceedings occurring at the same.

(ii) The then current edition of Robert's Rules of Order, or any other rules of procedure that are, from time to time, acceptable to a majority of the Managers, shall govern the conduct of the meetings of the POA Board, unless the same shall be in conflict with the terms of this Declaration or of any applicable law.

(e) *Voting; Action by Written Consent.* Except as otherwise expressly provided in this Declaration, the vote, at a meeting of the Managers at which a quorum of Managers is present, of a majority of Managers shall constitute the decision of the POA Board. Alternatively, any decision that is required or permitted to be made by the POA Board may be made without a meeting thereof if all of the Managers consent in writing to such decision. All such written consents shall be duly filed by the Secretary in the minutes of the POA Board.

Section 10.6 Common or Interested Managers.

(a) Each Manager shall perform his or her duties, and shall exercise his or her powers, in good faith and with a view to the interests of the POA. No contract or other transaction shall be entered into between the POA and either (i) any one or more of the Members, the Managers and/or the officers of the POA and/or (ii) any corporation, partnership, fiduciary, firm, association, limited liability company or other entity in which any one or more of the Members, the Managers and/or the officers of the Association are officers, directors, employees, partners, fiduciaries, beneficiaries, members, or principals, or are otherwise interested, pecuniarily or otherwise, *provided* that such restriction shall not apply if the fact thereof is disclosed to, or known by, each Manager, or noted in the minutes thereof, and the POA Board shall authorize, approve, or ratify such contract or transaction in good faith by a vote of a majority of the POA Board excluding such interested Managers (*i.e.*, by a majority vote of the disinterested Managers).

(b) Without limiting the foregoing, any interested Manager may be counted in determining the presence of a quorum at any meeting of the Board that authorizes, approves, or ratifies any such contract or transaction.

Section 10.7 Waiver of Certain Duties; Good Faith and Fair Dealing. To the maximum extent permitted by applicable law, no Member or Manager, in its or their capacity as such, shall have any duty of any kind to the POA, its Members or any other Person other than as expressly provided in this Declaration, including any fiduciary duty associated with self-dealing or corporate opportunities or any other fiduciary duty of care or loyalty, all of which are hereby expressly waived. Without limiting the generality of the foregoing, in voting on matters presented to the POA Board, a Manager may consider the specific interests of the Member who appointed him or her and may act in his or her sole discretion, including to the detriment of the other Members, and no Member may institute any action against any Manager arising out of the exercise of such Manager's voting powers on the ground of breach of fiduciary responsibility

towards the Members and/or the POA. Each Member hereby agrees that any standard of care or duty imposed under any applicable law shall be modified, waived or limited in each case as required to permit the Manager or Member, as the case may be, to act pursuant to the terms of this Declaration, or any other agreement contemplated hereby, in accordance with the express terms hereof or thereof, and to make any decision pursuant to the authority prescribed in this Declaration or such other agreement.

Section 10.8 Officers.

(a) *General.*

(i) Subject to the terms of this Article 11, the POA Board shall have the authority to appoint and terminate officers of the POA and to retain, determine the compensation of and terminate Personnel of the POA and to delegate and revoke such powers and duties exercisable by the POA Board to any such Personnel of the POA as the POA Board deems appropriate, including the power, acting individually or jointly, to represent and bind the POA in all matters, in accordance with the scope of their respective powers and duties.

(ii) The principal officers of the POA shall be the President, the Vice President, the Secretary and the Treasurer, which officer do not need to be separate individuals to the extent that there are fewer than four (4) Managers at any time. The POA Board may appoint such other officers as, in its discretion, may be necessary or desirable. All agreements, contracts, deeds, leases, checks and other instruments of the POA shall be executed, upon the direction of the POA Board, by any two officers of the POA, or by such lesser number of officers, or by such other person or persons, as may be designated from time to time by the POA Board, including the Managing Agent.

(b) *President.* The President shall be elected from among the Managers. The President shall be the chief executive officer of the POA and shall preside at all meetings of the Members and of the POA Board. The President shall have all of the general powers and duties that are incident to the office of president of a corporation organized under the laws of the State of Delaware, as he or she may decide, in his or her discretion, are appropriate to assist in the conduct of the affairs of the POA.

(c) *Vice President.* The Vice President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act, *provided* that the Vice President shall not preside at meetings of the POA Board unless the Vice President is also a Manager. If both the President and the Vice President are unable to act, the POA Board shall appoint some other Manager to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall be imposed upon him or her from time to time by the POA Board or by the President and in all events shall have the duties that are incident to the office of a vice president of a corporation organized under the laws of the State of Delaware.

(d) *Secretary*. The Secretary shall keep the minutes of all meetings of the Members and of the POA Board. The Secretary shall have charge of such books and papers as the POA Board shall direct and, in general, shall perform all of the duties that are incident to the office of secretary of a corporation organized under the laws of the State of Delaware.

(e) *Treasurer*. The Treasurer shall have the care and custody of the funds and securities of the POA and shall be responsible for keeping full and accurate financial records and books of account thereof, showing all receipts and disbursements necessary for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all funds and other securities in the name of the POA, or in the name of any Managing Agent appointed by the POA Board in accordance with this Declaration, in such depositories as may, from time to time, be designated by the POA Board. In general, the Treasurer shall perform all of the duties incident to the office of treasurer of a corporation organized under the laws of the State of Delaware.

(f) *Election, Term of Office and Qualifications of Officers*. Each of the officers of the POA shall be elected annually by a majority vote of the POA Board taken at the organizational meeting of each new POA Board, and shall serve at the pleasure of the POA Board. Other than the President, who shall also be a Manager, the other officers of the POA need not be Members or Managers and need not have any interest in the POA.

(g) *Removal and Resignation of Officers*. Any officer of the POA may be removed from office, with or without cause, by an affirmative vote of a majority of the Managers. In addition, any officer may resign at any time by giving written notice to the POA Board. If the President shall cease to be a Manager during his or her term of office, such officer shall be deemed to have resigned his or her office effective upon the date upon which his or her status as a Manager shall cease.

(h) *Vacancies*. Any vacancy in an officer position shall be filled by a majority vote of the POA Board taken at any regular meeting of the POA Board or at a special meeting thereof called for such purpose.

(i) *Compensation of Officers*. No officer of the POA shall receive any compensation from the POA for acting as such.

Section 10.9 Members; Meetings of Members.

(a) *General*. Except those expressly granted to the Members by the express terms of this Declaration, the Members shall have no right or authority to vote on any matters and only the POA Board and such Personnel of the POA authorized by the POA Board (or as otherwise provided herein) shall have the authority to bind the POA or have any rights or powers to conduct the business or affairs of the POA. Any act of a Member in contravention of this Section 10.9(a) shall be null and void and without force or effect.

(b) *Annual Meetings of the Members*. No annual or other meeting of the Members (each a "**Members Meeting**") shall be required to be held unless required, in

each case, by applicable Legal Requirements, in which event any such meeting so required to be held shall be held on the date specified by the POA Board.

(c) *Special Meetings of the Members.* The President shall call a special Members Meeting whenever so directed by a duly adopted resolution of the POA Board or upon receipt by the Secretary of a petition calling for such a meeting signed by Members as to which is allocated a majority of the POA Shares outstanding at such time. Each such resolution or petition shall set forth, in reasonable detail, the purposes for calling such a meeting, and no business shall be transacted at such special meeting except business reasonably related to such stated purposes. Notwithstanding the foregoing, for so long as there are three (3) or fewer Members, any one (1) Member may petition the Secretary to call for a special meeting of the Members, *provided* that such Member may call for no more than one (1) special meeting per year.

(d) *Place of Meetings.* All Members Meetings required or permitted to be held, if any, shall be held at the principal office of the POA or at such other suitable and convenient place in the City as may be designated by the POA Board.

(e) *Notice of Meetings.*

(i) The Secretary shall give notice of each annual or special Members Meeting to each Member then entitled to vote at such meeting, which notice shall:

(A) set forth the purpose, time and place of such meeting; and

(B) be given to each Member by personal delivery, mail, facsimile or overnight carrier not later than five (5) business days prior to the day fixed for the meeting (however, the mailing of such notice to any Member, addressed to its address at the Property, at least ten (10) days prior to the day fixed for the meeting shall be conclusively deemed the giving of notice to such Member of such meeting).

(ii) Any Member may designate an address for the giving of notice other than such Member's address at the Property by giving written notice thereof to the Secretary not less than ten (10) days prior to the giving of notice of the applicable meeting.

(iii) If the business to be conducted at any Members Meeting shall include the consideration of a proposed amendment to this Declaration or to any other document or instrument that shall be binding upon the POA, the Members and/or the Open Space, the notice of such meeting shall be mailed to all Members at least fifteen (15) days prior to the day fixed for such meeting and shall be accompanied by a copy of the text of such proposed amendment.

(f) *Quorum of the Members; Adjournment.* The presence, in person or by proxy, of Members representing fifty percent (50%) or more in aggregate POA Shares shall constitute a quorum at all Members Meetings, if any. If, at any Members Meeting,

there shall be less than a quorum present, the Members who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time fixed for the original meeting. At any such adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting that was originally called (but for the lack of a quorum) may be transacted without further notice.

(g) *Conduct of Meetings*. The President shall preside at all Members Meetings, if any, and the Secretary shall faithfully record the minutes thereof, which minutes shall include the full text of all resolutions duly adopted by the Members, a tally of the votes of the Members and a record of all transactions and proceedings occurring thereat. The then-current edition of Robert's Rules of Order, or any other rules of procedure acceptable to a majority of the Members present at any meeting, in person or by proxy, shall govern the conduct of the Members Meetings, unless the same shall be in conflict with any applicable law or the terms of this Declaration.

(h) *Voting*. Subject to the terms of Section 10.9(i), the Members shall, at all Members Meetings, be entitled to vote as follows:

(i) Each Member shall have a proportionate vote commensurate with the POA Share allocated to such Member and any and all references in this Declaration to a "majority" vote or "majority" of Member, or other specified percentage vote or percentage of Member shall in all instances mean a majority (or such other specified percentage) vote determined in accordance with the POA Shares, as in effect from time to time, of the Members present in person or by proxy at the applicable Members Meeting. For the avoidance of doubt, therefore, each Member shall be entitled to cast a percentage of the votes in a Members Meeting equal to the quotient, expressed as a percentage, of (x) the POA Share allocated to such Member at such time divided by (y) the aggregate POA Shares allocated to all Members at such time.

(ii) A Member may designate any Person to act as a proxy on its behalf. The designation of any such proxy shall be made in a writing both signed and dated by the designator and delivered to the Secretary at or before the appointed time for the meeting(s) during which the same is to be effective. Facsimile or photocopies of any designation of a proxy shall not be valid. Any such designation shall be revocable at any time upon written notice given to the Secretary, *provided* that no revocation of such a designation shall be effective with respect to any votes cast by such proxy prior to the receipt of such revocation notice by the Secretary or, if such revocation is made at a Members Meeting during which the Secretary is not in attendance, by the individual acting as the secretary of such meeting. No designation to act as a proxy shall be effective for a period in excess of six (6) months after the date thereof.

(i) *Action Without a Meeting*. Any action required or permitted to be taken by the Members at a duly constituted meeting may be taken without such a meeting if Members, having sufficient votes to approve such an action at a duly constituted

Members Meeting, consent in writing to the adoption of a resolution approving such action. All written consents given by such Members pursuant to this Section 10.9(i) shall be retained in the records of the POA, together with true copies of the resolutions to which they relate.

Section 10.10 POA Expenses and POA Charges.

(a) *Determination of POA Expenses and Fixing of POA Charges.*

(i) From time to time, but not less frequently than once a year, the POA Board shall:

(A) prepare and adopt a budget for the POA;

(B) determine the aggregate amount of money necessary to be contributed by the Members to the POA in order to meet the anticipated POA Expenses (including general operating and capital reserves as determined by the POA Board); and

(C) allocate and levy POA Charges among the Members *pro rata* in accordance with their POA Shares, *provided, however*, that any and all POA Expenses incurred by the POA in connection with the performance of its duties under Section 3.1 with respect to Waterproofing and Slab Work shall be allocated to the Members in accordance with their respective Waterproofing and Slab Shares (it being understood that POA Expenses incurred by the POA in connection with the performance of its duties under Section 3.1 other than the performance of Waterproofing and Slab Work shall be allocated to the Members in accordance with their respective POA Shares).

(ii) Promptly after the same is determined, but in no event later than fifteen (15) days before the date upon which the newly-determined POA Charges are due to be contributed by the Members to the POA (which POA Charges shall be contributed by the Members in such incremental installments as the POA Board may determine), the POA Board shall:

(A) advise each Member in writing as to the new amount of POA Charges to be contributed by such Member, including the date(s) on which such POA Charges are to be funded (the first of which shall be no less than fifteen (15) days from the date of such notice), and

(B) furnish each Member with a copy of the budget (in a reasonably itemized form) upon which the determination of such new amount of POA Charges was based.

(iii) In the event that the POA Board shall neglect or delay in the preparation or adoption of a budget, or in the projection of the POA Expenses and/or a determination of the new POA Charges, for any fiscal year, the POA Charges that were in effect at the end of the prior fiscal year shall continue to be the POA Charges required to be contributed by the Members until a new projection of the POA Expenses and a determination of the new POA Charges shall be made.

(b) *Modifications of POA Charges During a Fiscal Year.*

(i) The Board may, in its sole discretion, and from time to time during any fiscal year of the POA: (x) modify its projection of the POA Expenses for such fiscal year; and/or (y) increase or decrease the amount of the POA Charges to be contributed by the Members during the balance of such fiscal year.

(ii) However, no change in the amount of the POA Charges shall be effective until each Member has been given at least fifteen (15) days' prior written notice thereof.

(c) *Declaration of Special Assessments.*

(i) In addition to its right to call for contribution of POA Charges, the POA Board shall have the right to require the contribution by the Members of Special Assessments in order to either: (x) meet those POA Expenses that were not provided for, or not sufficiently provided for, when the POA Board fixed the then-current POA Charges; and/or (y) collect any other charges that the Members, or any one or more of them, shall be obligated to contribute to the POA pursuant to the terms of this Declaration.

(ii) All Special Assessments shall be allocated among the Members in the same manner as the POA Charges and shall be contributed to the POA either in one lump sum or in installments, as the POA Board shall determine, *provided, however*, that the POA Board shall give each Member not less than fifteen (15) days' written notice prior to the date upon which such Special Assessment, or the first installment thereof, as the case may be, shall be due to be contributed to the POA, which notice shall set forth, in reasonable detail, the nature and purpose thereof.

(d) *Financial Records.* The Treasurer, or any Managing Agent appointed by the POA Board and acting under the supervision of the Treasurer, shall keep full, detailed and accurate records and books of account with respect to the financial affairs of the POA, which records and books of account shall include:

(i) a listing of all receipts of and expenditures by the POA, whether directly or through such Managing Agent; and

(ii) a separate listing for each Member, setting forth, among other things, the amount of POA Charges and Special Assessments called for from such

Member, the date when due, the amounts paid thereon, the balance, if any, remaining unpaid.

(e) *Annual Reports.* Within four (4) months after the end of each fiscal year of the POA, the POA shall submit to each Member an annual report of the receipts and expenditures of the POA, each of which shall be prepared by an independent certified public accountant. The cost of such annual report shall be a POA Expense.

(f) *Inspection Rights.* Each Member and his or her duly appointed representatives and Registered Mortgagees shall be permitted to examine the books of account, the minutes of the POA Board and any committees thereof and such other information and records as may be in the possession or under the control of the POA Board or its Personnel in connection with the POA Matters, in each case, at reasonable times on business days, but not more frequently than once a month. The POA Board shall cause the POA to retain the books and records of the POA for inspection hereunder for at least six (6) years.

(g) *Fiscal Year.* The fiscal year of the POA shall be the calendar year, unless otherwise determined by a duly adopted resolution of the POA Board.

Section 10.11 Tax Matters.

(a) The Members intend for the POA to be treated as a partnership for U.S. federal and applicable state and local income tax purposes, and agree not to take any action or position, or to make any election, in a tax return or otherwise, inconsistent with the classification of the POA as a partnership for such purposes.

(b) Declarant shall be designated on the POA's annual federal information tax return, and have full powers and responsibilities, as the Tax Matters Partner of the Association for purposes of Section 6231(a)(7) of the Code and in any similar capacity under applicable state and local law (the "**Tax Matters Partner**"). Upon any such time as Declarant shall cease to be a Member, Declarant shall have the right to designate another Member the Tax Matters Partner. The Tax Matters Partner shall: (i) take such reasonable action as may be necessary to cause each of the other Members to become a notice partner within the meaning of Section 6223 of the Code, (ii) keep each of the other Members reasonably advised of the progress of any audit, and (iii) promptly supply each of the other Members with copies of any written communications received from the Internal Revenue Service or other taxing authority relating to any audit. The Tax Matters Partner shall be reimbursed by the POA, as a POA Expense, for any reasonable expenses incurred by the Tax Matters Partner, or on that Member's behalf, in such Member's capacity as the Tax Matters Partner.

(c) The POA shall prepare and file, or cause to be prepared and filed, all income and other tax returns that the POA is required to file. The POA shall use commercially reasonable efforts to distribute to the Members such information concerning the POA (including Schedule K-1 or successor schedule) as is necessary for a

Member to complete and file its federal, state, local and foreign tax returns as soon as reasonably practicable from the perspective of the POA Board.

Section 10.12 Additional Members. Every Person who or which becomes Phase I Property Owner or Phase II Property Owner from time to time, including each Condominium Board, shall, upon acceptance of a deed or other instrument of conveyance of, or the succeeding of title to, or the applicable Condominium Formation Date, as applicable, become a Member, and in connection therewith such Person shall deliver to the POA such information as may be required by the Board, *provided* that Persons who hold an interest in any portion of the Property merely as security for the performance of an obligation shall not become a Member. Becoming and being Phase I Property Owner or Phase II Property Owner, including any Condominium Board, shall be the sole qualification for membership in the POA. Notwithstanding the foregoing, in no event shall a Unit Owner or lessee of any space within the Property be or be deemed a Member solely by virtue of its ownership of a Unit in any Condominium or holding a leasehold interest in any space within the Property. Notwithstanding anything to the contrary contained herein, upon Phase I Property Owner and/or Phase II Property Owner submitting its respective portion of the Property to a declaration of condominium pursuant to the provisions of the Condominium Act, the Condominium Board created thereunder, as agent for the Condominium created thereby, shall, in each case, be deemed to be the Phase I Property Owner or the Phase II Property Owner, as applicable, with respect to the applicable portion of the Property and be deemed to be the Member hereunder in respect of such portion of the Property.

ARTICLE 11

MORTGAGEE PROTECTIVE PROVISIONS

Section 11.1 Registered Mortgagee Requirements; Rights of Registered Mortgagees.

(a) The term "**Registered Mortgage**" as used herein shall mean a Mortgage, as the same may be amended, modified or restated from time to time, given to secure the repayment of money or other obligation owed by Phase I Property Owner or Phase II Property Owner: (i) which shall comply with the provisions of this Article 11; and (ii) a true and correct copy of such mortgage has been delivered to the Secretary. The term "**Registered Mortgagee**" as used herein shall mean the record holder of a Registered Mortgage from time to time. All Mortgages, including all Registered Mortgages shall be subordinate to this Declaration (and the provisions hereof); and any Mortgagee, including a Registered Mortgagee (and its respective successors and assigns or any party taking title by or through such Mortgagee) will take title (whether by foreclosure, deed-in-lieu of foreclosure or otherwise) subject to this Declaration.

(b) If Phase I Property Owner or Phase II Property Owner or its Registered Mortgagee shall have served on the Secretary a notice ("**RM Notice**") specifying the name and address of such Registered Mortgagee, such Registered Mortgagee shall be given a copy of each and every notice of the occurrence of a default (including all notices described in Section 12.1) required or permitted to be given to such Registered

Mortgagee's mortgagor pursuant to this Declaration and each statement of POA Charges at the same time as and whenever such notice is given to such Registered Mortgagee's mortgagor, at the address last furnished by the applicable Owner or Registered Mortgagee. The POA shall in no event be liable for the failure of delivery of any notice to a Registered Mortgagee if such Registered Mortgagee changes its address or such Mortgage is assigned and the POA does not receive a new RM Notice. After receipt of an RM Notice from an Owner or Registered Mortgagee, no notice of the occurrence of a default thereafter given with respect to such Registered Mortgagee's mortgagor under this Declaration by the POA (or any other party entitled to give such notice) shall be effective as to such Registered Mortgagee unless and until a copy thereof shall have been so given to the Registered Mortgagee(s).

(c) If more than one Registered Mortgagee having a lien on any portion of the Land has exercised any of the rights afforded by this Section 11.1, (i) the POA shall have the right to request that such Registered Mortgagees notify the POA of their respective priorities, and the POA shall have the right to rely on any such notice without any further investigation, and each Member and each Registered Mortgagee agrees that it shall not take any action against the POA as a result of the POA's reliance on any such notice and (ii) only that Registered Mortgagee, to the exclusion of all other Registered Mortgagees, whose Registered Mortgage is most senior in priority of lien with respect to such portion of the Land (the "**Senior RM**") shall be recognized by the other Owner(s) and the POA as having exercised such right, for so long as such Registered Mortgagee shall be diligently exercising its rights hereunder with respect thereto, *provided, however*, that by written notice to the POA, such Registered Mortgagees may designate one of them which is not most senior in priority to be deemed the Senior RM for purposes of this Section 11.1(c).

(d) Each Registered Mortgagee shall have the right, but not the obligation, to cure any default or Event of Default by such Registered Mortgagee's mortgagor. The POA and all Owners shall accept performance by a Registered Mortgagee (or its designee or nominee) of any covenant, condition or agreement on the part of an Owner to be performed hereunder with the same force and effect as though performed by such Registered Mortgagee's mortgagor, even if such performance is after the applicable time period set forth in clause (e) below.

(e) Notwithstanding any other provision of this Declaration to the contrary, upon the occurrence of an Event of Default by an Owner, no remedies contemplated under this Declaration (other than (x) the remedies set forth in Section 12.7 and (y) giving a notice pursuant to the first sentence of Section 12.8) shall be exercised by the POA if a Registered Mortgagee of such Owner shall (1) with respect to a Monetary Event of Default, within the period that is fifteen (15) days more than is given to the applicable Owner hereunder following such Registered Mortgagee's receipt of any notice to the effect that a Monetary Event of Default has occurred with respect to its mortgagor, cure (or cause to be cured) such Monetary Event of Default, (2) with respect to any Non-Monetary Event of Default that is reasonably capable of being cured without owning or controlling the applicable portion of the Property, within the period that is forty-five (45) days more than is given to the applicable Owner following such Registered Mortgagee's

receipt of any notice to the effect that such Non-Monetary Event of Default has occurred with respect to its mortgagor (a "**Default Notice**"), cure (or cause to be cured) such Non-Monetary Event of Default; *provided*, if such cure cannot be effected within such additional forty-five (45) day period, the applicable Registered Mortgagee shall have such additional period of time to cure as may be reasonably necessary so long as the Registered Mortgagee is diligently prosecuting the same, or (3) with respect to any Non-Monetary Default in respect of which ownership or control of the applicable portion of the Property is reasonably necessary to cure the Non-Monetary Event of Default in question, within ninety (90) days following its receipt of a Default Notice with respect thereto, commence to cure (or cause to be cured) the applicable Non-Monetary Event of Default, which cure may consist solely of exercising diligent efforts to obtain ownership or control of the applicable portion of the Property, and then diligently and continuously pursue such cure until completion. In addition to a copy of the notice sent to the defaulting Owner as provided above, the POA shall deliver to such Owner's Registered Mortgagee a second notice if such defaulting Owner has failed to cure the applicable default by the date that is no less than five (5) Business Days prior to the expiration of such Owner's cure period hereunder, which notice shall notify the Registered Mortgagee of such failure. No Registered Mortgagee shall have any liability under this Declaration unless and until such Registered Mortgagee shall have obtained ownership and/or control of the applicable Property, and then only to the extent of such Registered Mortgagee's interest in the applicable Property.

(f) In addition, notwithstanding any provision hereof to the contrary, if one or more Events of Default has occurred with respect to any Owner, but such defaulting Owner's Registered Mortgagee is taking the actions described in Section 11.1(e) (as and when provided therein) with respect to, and/or has cured, each such Event of Default, then: (i) the Registered Mortgagee shall be entitled to replace and designate the Manager, if any, of the POA Board that such defaulting Owner would otherwise have been entitled to designate, as if such Registered Mortgagee were a Member; (ii) the Registered Mortgagee shall be entitled to vote at all Members Meetings at which the applicable Member would otherwise have been entitled to vote and to give any consent or approval that its mortgagor could have given, which shall be granted or withheld under the same terms as are applicable to its mortgagor, as if such Registered Mortgagee were its mortgagor; and (iii) the POA shall rely (and be entitled to rely) on the votes of or actions taken by or consents or approvals given by the Registered Mortgagee or the Manager designated by it in determining the appropriateness of any action to be taken. Provided the applicable Registered Mortgage provides the Registered Mortgagee the right to take any or all of the preceding actions, then, upon receipt of written notice from such Registered Mortgagee that the Registered Mortgagee is exercising such rights (and is taking the actions described in the preceding subsection (as and when provided therein)), the POA shall accept such Registered Mortgagee's performance of such rights and each Member agrees that upon the POA's receipt of such written notice from a Registered Mortgagee, the POA shall be entitled to rely on such notice with no further investigation. Each Member agrees that it shall not take any action against the POA as a result of the POA's following the direction of any Registered Mortgagee as provided herein. The rights of a Registered Mortgagee under the preceding sentence shall remain in effect until the Secretary receives written notice that such Registered Mortgagee's Mortgage has

been satisfied or the lien has otherwise been released or terminated with respect to the applicable portion of the Land or that such Registered Mortgagee is no longer exercising its rights herein. Payment or performance of any obligation of Member Owner by a Registered Mortgagee (prior to the date on which such Registered Mortgagee or its assignee or designee or nominee shall take title to the defaulting Member's interest in the Land) shall not give rise to any obligation on the part of the Registered Mortgagee to continue to pay or perform such obligation or any other obligation in the future.

(g) Each Member shall consider in good faith any modification to this Declaration requested by a Registered Mortgagee as a condition or term of granting financing to another Member, *provided* that the same does not materially increase the obligations or materially diminish the rights and remedies of the requested Member(s) hereunder.

(h) At the request of the POA from time to time, each Mortgagee shall execute and deliver an instrument addressed to the POA confirming that such holder is a Registered Mortgagee and entitled to the benefit of all provisions contained in this Declaration which are expressly stated to be for the benefit of Registered Mortgagees.

ARTICLE 12

EVENTS OF DEFAULTS AND CERTAIN REMEDIES

Section 12.1 Types; Notice and Cure Periods. Each of the following events shall be deemed an "**Event of Default**" hereunder (with those arising under "(a)", "(b)" and "(c)" below being referred to as "**Monetary Events of Default**" and those arising under "(d)" below being referred to as "**Non-Monetary Events of Default**"):

(a) if any Member shall fail to pay when due all or any portion of any of its respective share of POA Charges to the POA, and such failure continues for a period of fifteen (15) days following receipt by the defaulting Member from the POA of a notice of default with respect thereto that specifies the amounts due, and states in bold print: "THIS IS YOUR FIRST AND ONLY REQUIRED NOTICE THAT YOU ARE IN DEFAULT IN THE PAYMENT OF THE SUMS DESCRIBED HEREIN WHICH ARE PAYABLE TO THE POA. FAILURE TO MAKE PAYMENT OF SUCH SUMS WITHIN FIFTEEN (15) DAYS AFTER RECEIPT OF THIS NOTICE SHALL CONSTITUTE AN EVENT OF DEFAULT UNDER ARTICLE 12 OF THE FLUSHING COMMONS PROPERTY OWNERS' ASSOCIATION DECLARATION.";

(b) if any Member shall fail to pay when due all or any portion of any of its respective share of any Special Assessments or all or any portion of any other amounts payable to the POA under this Declaration, and such failure continues for a period of thirty (30) days following receipt by the defaulting Member from the POA of a notice of default with respect thereto that specifies the amounts due, and states in bold print: "THIS IS YOUR FIRST AND ONLY REQUIRED NOTICE THAT YOU ARE IN DEFAULT IN THE PAYMENT OF THE SUMS DESCRIBED HEREIN WHICH ARE PAYABLE TO THE POA. FAILURE TO MAKE PAYMENT OF SUCH SUMS

WITHIN THIRTY (30) DAYS AFTER RECEIPT OF THIS NOTICE SHALL CONSTITUTE AN EVENT OF DEFAULT UNDER ARTICLE 12 OF THE FLUSHING COMMONS PROPERTY OWNERS' ASSOCIATION DECLARATION.";

(c) if any Member shall fail to pay when due any monies expended by the POA in curing any default by such Member under this Declaration, and such failure continues for a period of thirty (30) days following receipt by the defaulting Member from the POA of a notice of default with respect thereto that specifies the amounts due, and states in bold print: "THIS IS YOUR FIRST AND ONLY REQUIRED NOTICE THAT YOU ARE IN DEFAULT IN THE PAYMENT OF THE SUMS DESCRIBED HEREIN WHICH ARE PAYABLE TO THE POA. FAILURE TO MAKE PAYMENT OF SUCH SUMS WITHIN THIRTY (30) DAYS AFTER RECEIPT OF THIS NOTICE SHALL CONSTITUTE AN EVENT OF DEFAULT UNDER ARTICLE 12 OF THE FLUSHING COMMONS PROPERTY OWNERS' ASSOCIATION DECLARATION."; or

(d) if any Member (whether due to its action or inaction, or the action or inaction of any Occupant of any such Member) defaults, in the performance of any non-monetary obligation set forth in this Declaration (including the breach of any provision of this Declaration or the violation of any applicable Rules and Regulations), and if such default continues for a period of thirty (30) days following receipt by the defaulting Member of a notice of default from the POA, or, if the default is of a nature that it cannot reasonably be cured within such thirty (30) day period, if the defaulting Member (or its Occupant) fails to: (i) commence such cure as promptly as practicable within such thirty (30) day period; and (ii) thereafter proceed with diligence and continuity to complete such cure (however if a Member's Occupant shall be the cause of or otherwise give rise to the default as to which such notice has been given, no Event of Default shall exist if the Member uses commercially reasonable efforts (and promptly, diligently and continuously attempts) to cause such defaulting Occupant to cure such default (including the commencement and prosecution of an action to evict such Occupant or seeking an order to compel such Occupant to comply)).

Nothing in this Article 12 shall derogate from any right that the POA or any other Member may have under this Declaration to exercise self-help or take any other actions (such as during an Emergency) without or prior to delivery of a notice, *provided* that the defaulting Member shall only be deemed to be in default hereunder upon the subsequent delivery of a notice, and failure to cure such default within the applicable time period.

Section 12.2 Late Charges. Upon the occurrence of any Monetary Event of Default, the amount due with respect to such Monetary Event of Default shall bear interest at the Involuntary Rate from the date such payment was due until such time as it is paid in full, together with a late payment charge equal to four (4%) percent of such unpaid obligation for each day that payment due remains unpaid in full. In no event shall any amount imposed by the POA hereunder for late payment of any POA Charges and/or Special Assessments exceed (in the aggregate) the maximum lawful amount that may be imposed on such Member for late payment, and, if the amount so imposed exceeds such maximum lawful amount, then the amount imposed

by the POA shall automatically be reduced to such lesser amount as shall equal (but not exceed) the maximum lawful amount.

Section 12.3 Remedies. Upon the occurrence of any Event of Default, subject to the rights of a Registered Mortgagee set forth in Article 11, the POA may (i) bring an action for monetary damages and/or proceed by appropriate judicial proceedings to enforce the specific performance or observance by the defaulting Member of the applicable provisions of this Declaration; and/or (ii) exercise any other remedy available at law or in equity. Each of the remedies herein described as well as any other remedy available at law or in equity may be exercised concurrently or sequentially.

Section 12.4 POA Right to Cure. Upon the occurrence of a Non-Monetary Event of Default, and subject to the rights of a Registered Mortgagee as set forth in Article 11, the POA shall have the right (but not the obligation) to enter upon such defaulting Member's portion of the Property and summarily to abate, remove, or cure such violation or breach without thereby being deemed guilty or liable in any manner of trespass. In addition, in the event of, and to the extent of, an Emergency, the POA may take such action immediately, without prior notice and without allowing the defaulting Member any period of time within which to cure or to commence to cure such violation or breach.

Section 12.5 Abatement and Enjoinment. If any Member, any Occupant of such Member, or any family member, guest, agent, employee, contractor, or invitee of such Member or of any of its Occupants shall violate or breach any of the provisions of this Declaration on such party's part to be observed or performed, the POA shall have the right to enjoin, abate, or remedy the continuance or repetition of any such violation or breach by appropriate proceedings brought either at law or in equity. Additionally, the violation or breach of any of the terms of this Declaration with respect to any of the rights, easements, privileges, or licenses granted to the POA shall give the POA the right to enjoin, abate, or remedy the continuation or repetition of any such violation or breach by appropriate proceedings brought either at law or in equity.

Section 12.6 Fines for Violations of Rules and Regulations. If any Member, any Occupant of any Member, tenant, or any family member, guest, agent, employee, contractor, or invitee of any Member or of any Occupant of any Member shall violate or breach any of the Rules and Regulations on such party's part to be observed or performed, the POA shall have the right to levy a fine against such Member in an amount deemed appropriate by the POA. No such fine may exceed an amount per infraction to be determined by the POA Board, *provided, however*, that, (x) the amount of the fine which may be levied in respect of any specified infraction shall be applied on a non-discriminatory basis as to each Member, and (y) with respect to any violation or breach of the Rules and Regulations that continues for more than one (1) day, each day during with such violation or breach continues shall be considered a new infraction for which a separate fine may be levied. Any fine levied against any Member pursuant to this Section 12.6 shall constitute a Special Assessment payable by such Member.

Section 12.7 Emergencies Caused by Member.

(a) In the event that an Emergency exists as a result of any violation by any Member (or its Occupants) of this Declaration or the Rules and Regulations, if any, all

other Members that are, or that have (or that have Occupants that are or that have), property or operations that are threatened or affected by such Emergency shall have the right, but not the obligation, to enter the applicable portion of the Property in or from which, or as to which, such Emergency exists and to perform or cause to be performed any such operation, maintenance, care, upkeep or repair or otherwise take any reasonable action under the circumstances to summarily abate and remove, at the expense of the defaulting Member, such Emergency, but in all events only to the extent reasonably and immediately necessary to do so (*i.e.,* until the Emergency no longer exists), and the party effecting such performance shall not thereby be deemed guilty or liable in any manner of trespass, *provided* that such party gives the defaulting Member such notice as is practicable under the circumstances (which may be, but shall not be presumed to be, none), which notice, to the fullest extent possible, shall describe the Emergency and the actions the party intending to effect performance intends to take, is taking, or has taken to abate such Emergency and, *further*, *provided* that such actions were taken only to the extent reasonably and immediately necessary to cause the Emergency no longer to exist. The reasonable costs and expenses incurred in connection with the making of any such maintenance, repair or replacement or the taking of any such action for which such applicable Member, is or would be otherwise responsible, together with interest thereon (at the Prime Rate for the first twenty (20) days after demand for payment, and at the Involuntary Rate thereafter), shall be immediately payable upon demand by such Member to the Member effecting such performance (the "**Curing Member**").

(b) Any operation, maintenance, repair or other action taken to abate and remove any such Emergency in accordance with the terms of this Section 12.7 shall be the sole responsibility of the Curing Member with respect to the quality and the proper completion thereof (and the Curing Member shall be liable for any and all damage caused thereby or in the course thereof and shall indemnify and hold the POA, any Managing Agent, and other Member, to the extent affected thereby, harmless with respect to the same); except that the responsibility thereafter for maintenance and related obligations for the item or area repaired or replaced shall remain with the Member who had that responsibility prior to the Emergency.

Section 12.8 Cure of Monetary Events of Default. In the event that a Monetary Event of Default shall occur, and subject to the rights of a Registered Mortgagee as set forth in Article 11, each Member (for purposes of this Section 12.8, collectively, the "**Paying Party**") shall have the right (with approval of the POA Board) but otherwise without the consent of the defaulting Member and without notice except as otherwise provided in this Section 12.8), but not the obligation, to cure any such Monetary Event of Default by paying to the POA the entire amount then due and unpaid to the POA, *provided* that, prior to making any such payment, the Paying Party shall give notice to the defaulting Member, each such defaulting Member's Registered Mortgagee(s), the Secretary, and each Manager of its intention to cure the defaulting Member's Monetary Event(s) of Default if such Monetary Event of Default is not cured by such Member within thirty (30) days following receipt by the defaulting Member of such notice from the Paying Party. Such notice shall identify and detail the amounts proposed to be paid by the Paying Party and shall state in bold: "YOUR FAILURE TO PAY THE AMOUNTS CURRENTLY DUE TO THE POA WITHIN THIRTY (30) DAYS FOLLOWING YOUR RECEIPT OF THIS NOTICE SHALL ENTITLE US, WITHOUT DECREASING ANY OF

YOUR OBLIGATIONS IN RESPECT THEREOF, TO PAY SUCH AMOUNTS ON YOUR BEHALF AND TO COLLECT INTEREST FROM YOU IN ACCORDANCE WITH THE TERMS OF THE FLUSHING COMMONS PROPERTY OWNERS' ASSOCIATION DECLARATION." Any funds so advanced by the Paying Party, together with interest at the Involuntary Rate from the date of payment to the date of repayment, shall be reimbursed by the defaulting Member to the Paying Party within thirty (30) days after written demand therefor. The defaulting Member shall not have the right to dispute the obligation for, or the amount of, any payments made by the Paying Party under this Section 12.8 unless it commences an Arbitration with respect thereto no later than the last day of the thirty (30) day period set forth in the notice described in the second sentence of this Section 12.8.

Section 12.9 Costs and Expenses; Interest. All sums of money expended, and all costs and expenses (including reasonable attorneys' fees and disbursements and court costs) incurred, by the POA and/or any Managing Agent, in connection with any of the following, together with all overdue POA Charges and/or Special Assessments, shall (subject to the provision of Section 12.2) bear interest (to be computed from the date expended or due, as the case may be, to the date of actual payment) at the Involuntary Rate:

(a) the collection of any unpaid POA Charges and/or Special Assessments from any Member in accordance with the terms of this Declaration;

(b) the abatement, enjoinment, removal, or cure of any violation, breach, or default pursuant to the terms of Section 12.4 or Section 12.5; or

(c) the exercise of any other remedy available to the POA under this Declaration or applicable law.

All sums payable by a Member to the POA pursuant to the terms of this Section 12.9 shall constitute Special Assessments payable by such Member.

Section 12.10 Remedies Cumulative. The remedies specifically granted in this Article 12 or elsewhere in this Declaration shall be cumulative, shall be in addition to all other remedies obtainable at law or in equity and may be exercised at one time or at different times, concurrently or in any order, in the sole discretion of the POA. Further, the exercise of any remedy shall not operate as a waiver, or preclude the exercise, of any other remedy.

Section 12.11 Certain Events of Default Suspended by Arbitration. Notwithstanding anything to the contrary contained in this Article 12, (a) no Event of Default shall be deemed to exist by reason of any act, omission, event or condition which would otherwise give rise to or constitute a Non-Monetary Event of Default for so long as (but only for so long as) such act, omission, event or condition is the subject of an ongoing Arbitration; and (b) a Monetary Event of Default arising solely as a result of the failure to pay any amounts expended by the POA to cure a Non-Monetary Event of Default under Section 12.4 (a "**Special Monetary Event of Default**") shall be deemed not to exist for so long as (but only for so long as) whether or not such Non-Monetary Event of Default exists or existed, or whether or not any such amounts were required to be paid to effectuate such cure, is the subject of an ongoing Arbitration. For purposes of this Section 12.11 only, the Arbitration shall be considered

"ongoing" during the period commencing upon the service on all parties thereto of an arbitration notice (as described in Section 19.15) and concluding upon the rendering of a final decision by the Arbitrator therein (or other final resolution of the matter in question) in accordance with the procedures applicable to such Arbitration. The foregoing shall not act to limit the right to Arbitration with respect to disputes concerning Monetary Events of Default, including those arising as a result of the failure to pay any amounts expended by the POA to cure Non-Monetary Events of Default, *provided, however*, that, except as provided in clause (b) of the first sentence of this Section 12.11 with respect to Special Monetary Events of Default, the fact that such an Arbitration is ongoing shall not suspend the existence of such Monetary Event of Default for any purpose hereunder. The provisions of this Section 12.11 are subject to the provisions of Section 12.12.

Section 12.12 Rights to Dispute Events of Default and Time Period to Commence Arbitrations Relating to Events of Default. Notwithstanding any of the foregoing or any other provision hereof, no Member shall have the right to dispute that it has committed an Event of Default unless it commences an Arbitration so disputing (a) with respect to any Monetary Event of Default, within the applicable cured period with respect to such Event of Default set forth in Section 12.1(a), Section 12.1(b) or Section 12.1(c), whichever is applicable; and (b) with respect to Non-Monetary Events of Default, within the thirty (30)-day cure period set forth in Section 12.1(d).

ARTICLE 13

COVENANT OF FURTHER ASSURANCES

Section 13.1 General. Any Member and any other Person (including the POA) who or which is subject to the terms of this Declaration shall, at the expense of any other Person requesting the same, execute, acknowledge and deliver to such other Person such instruments, in addition to those specifically provided for in this Declaration, and shall take such other action, as such other Person may reasonably request to effectuate the provisions of this Declaration or any transaction contemplated therein or to confirm or perfect any right to be created or transferred thereunder or in connection with any such transaction, *provided*, that such instrument or action shall not impose any additional obligations or liabilities (other than to a *de minimis* extent) on the Person delivering the same or taking such action.

Section 13.2 Power of Attorney in Favor of POA. If any Member or any other Person who or which is subject to the terms of this Declaration fails or refuses to execute, acknowledge, or deliver any instrument, or fails or refuses, within twenty (20) days after request therefor, to take any action that such Member or other Person is required to take pursuant to this Declaration, the POA is hereby authorized, as the attorney-in-fact for such Member or other Person (which power shall be deemed to be coupled with an interest and irrevocable), to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Member or other Person, and such document or action shall be binding on such Member or other Person. The terms of this Section 13.2 shall not apply to any Mortgagee or the successors and assigns thereof, whether before or after foreclosure of such Mortgage.

ARTICLE 14

COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS TO RUN WITH THE LAND

Section 14.1 General. Subject to the terms of Section 14.2, all of the provisions of this Declaration and the Rules and Regulations (including the provisions of this Article 14) shall, unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants, conditions, easements and restrictions running with the land encumbered hereby and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon, and shall inure to the benefit of, the owners and mortgagees of all or any part thereof, or interest therein, and such party'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. All present and future Owners and Occupants shall be subject to, and shall comply with, the applicable provisions of this Declaration and the Rules and Regulations, as each of the same may be amended from time to time. The acceptance of a deed or other instrument of conveyance, or the succeeding to title, the entering into a lease, or the entering into occupancy of any portion of the Property, shall constitute an agreement that the provisions of this Declaration and the Rules and Regulations, as each of the same may be amended from time to time, are accepted and ratified by such Owner 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 any portion of the Property as though such provisions were recited and stipulated at length in each and every deed, other instrument of conveyance, or lease. However, the foregoing is not intended to impose affirmative duties or liability on Persons who hold an interest in any portion of the Property merely as security for the performance of an obligation. The conveyance of all right, title and interest of a Member in and to the Property shall constitute such Member's automatic withdrawal from, and resignation of, membership in the POA.

Section 14.2 Termination of this Declaration. This Declaration cannot be terminated except by a written agreement signed by all of the Members and the POA, *provided, however*, that this Declaration and all rights and obligations hereunder shall run with the Land and shall not be terminated so long as the Open Space shall continue to exist and be subject to the GLSD.

Section 14.3 Subordination of Mortgages to Declaration. Each mortgage encumbering any portion of the Property shall be subordinate to this Declaration, as the same may be amended from time to time in accordance with their terms, and neither the enforcement of any provisions in or the exercise of any remedies under any such mortgage, nor the actual transfer of ownership of or interest in any portion of the Property, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, to any such mortgagee or any designee, can or shall cause the termination, or otherwise affect the existence, of the POA or cause the termination of this Declaration. The foregoing shall not be construed as a joinder by any such mortgagee in this Declaration.

ARTICLE 15

AMENDMENTS TO THIS DECLARATION

Section 15.1 General.

(a) Until the date of the Substantial Completion of the Phase II Project, no provision of this Declaration (including the initial Rules and Regulations set forth on Exhibit D attached hereto) may be amended, modified, added to or deleted except by the unanimous vote of all Members (for the avoidance of doubt, including all Members whose POA Share may then be equal to zero (0)).

(b) From and after the date of the Substantial Completion of the Phase II Project, subject to the terms of this Article 15 (including Section 15.6) and the provision concerning the method of allocating the POA Shares contained in the second sentence of Section 8.1(a), any provision of this Declaration may be amended, modified, added to, or deleted by the vote of at least sixty-six and two-thirds percent (66 2/3%) of the votes of the Managers.

(c) Notwithstanding anything contained in this Declaration to the contrary, for the avoidance of doubt, the provision concerning the method of allocating the POA Shares contained in the second sentence of Section 8.1(a) and the last sentence of Section 6.3 may not be modified without the consent of all Members (for the avoidance of doubt, including all Members whose POA Share may then be equal to zero (0)).

(d) From and after the date of the Substantial Completion of the Phase II Project, any provision contained in the Rules and Regulations may be amended, modified, added to, or deleted in accordance with Section 2.5.

(e) Notwithstanding anything contained in this Declaration to the contrary, but subject to any limitation imposed by applicable Legal Requirements, no amendment to Article 11 shall be adopted without the consent of a majority of the then Registered Mortgagees (which shall be evidenced by the execution of such amendment by the Registered Mortgagees or majority of same), regardless of the nature or substance of the amendment, which consent, however, shall not be unreasonably withheld or delayed. For the purposes of determining the majority of the then Registered Mortgagees, each Registered Mortgagee shall be allocated a proportionate vote commensurate with the POA Share allocated to its mortgagor.

(f) The consent of Declarant shall not be required with respect to any amendment to this Declaration unless and only so long as Declarant shall be a Member in which event Declarant, as a Member, shall have such rights in respect of amendments hereto as are set forth herein generally with respect to the Member, *provided, however*, that Article 19 may not be modified, amended, waived, or terminated without the prior written consent of Declarant.

Section 15.2 Prior Notice; Execution of Amendments.

(a) A copy of any proposed amendment or modification to this Declaration shall be furnished to each Member no less than thirty (30) days prior to the duly constituted meeting of the POA Board at which such amendment or modification will be voted on by the POA Board.

(b) Any amendment or modification to this Declaration that has been approved by the necessary Persons in accordance with the terms of this Declaration may be executed by the President or Vice President. If the amendment or modification shall have been approved by the necessary Persons in accordance with the terms of this Declaration, there shall be attached to such amendment or modification an original executed Secretary's certification, certifying that all of the Members or the requisite percentage of the Members approved the amendment or modification at a duly constituted meeting or in writing without a meeting, in each case in accordance with the terms of this Declaration, in which certification shall be described the percentage of the Members so consenting and (if voted upon at a meeting) the date and time of the meeting.

Section 15.3 Recording of Amendments. No amendment to this Declaration, but excluding any amendment to the Rules and Regulations, shall be effective unless and until the same shall be recorded in the Clerk's Office.

Section 15.4 Power of Attorney with respect to Amendments. To the extent necessary in order to effect any amendment or modification to this Declaration not requiring the consent of Declarant and/or any Member, or where Declarant's and/or a Member's consent has been given or is otherwise deemed to have been given, the POA shall each be authorized, as the attorney-in-fact for Declarant and/or such Member (which power shall be deemed to be coupled with an interest and irrevocable), from time to time, to execute, acknowledge and deliver such instruments, or take such actions, in the name of Declarant, which shall be binding on Declarant, to amend this Declaration, otherwise subject to the provisions hereof.

Section 15.5 Certain Limitations on Amendments.

(a) Notwithstanding anything contained in this Declaration to the contrary, in no event may this Declaration be amended, modified, added to or deleted from:

(i) in violation of the GLSD or the Deed; or

(ii) if such proposed amendment(s), modification(s), addition(s) or deletion(s), individually or in the aggregate, would (or would reasonably be expected to): (i) adversely affect any portion of the Property in any material respect, including to (A) increase in any material respect the obligations, or impair or decrease in any material respect the rights and entitlements, in each case appurtenant to the ownership, use or occupancy of any portion of the Property, or (B) adversely affect in any material respect the use, occupancy, management, operation or ability to lease, sell or finance any portion of the Property; (ii) change the provisions set forth herein with respect to the methodology of allocating the POA Shares; or (iii) modify the provisions hereof with respect to the allocation of the POA Expenses (as opposed to the provisions hereof

concerning the determination of the POA Expenses); in each case, without the consent of the affected Member (it being understood that the foregoing provisions of this clause (b) are not intended to limit or vitiate any right of the POA to grant or modify easements as provided for in Section 3.1(r)).

(b) Notwithstanding anything contained in this Declaration to the contrary, the POA shall in no event have the right to (i) agree to any amendment to, or waiver under, the GLSD or (ii) take any action in violation of the GLSD, in each case, without the unanimous vote of all Members (for the avoidance of doubt, including all Members whose POA Share may then be equal to zero (0)).

ARTICLE 16

INDEMNIFICATION

Section 16.1 Indemnification of POA. Each Member, to the fullest extent permitted by law, shall indemnify, hold harmless and defend the POA, any Managing Agent and their respective shareholders, partners, members and Personnel (collectively, the "**POA Indemnified Parties**") from and against any and all liability for loss, cost, liabilities, suits, obligations, fines, damages, penalties, claims, charges and expenses, which may be suffered by, imposed upon or incurred by or asserted against the POA Indemnified Parties or any of them by reason of any negligent or tortious act or failure to act by the applicable Member, or its respective Occupants or Personnel, in or on any portion of the Property, except to the extent that any of the foregoing shall have been caused by the gross negligence or willful misconduct of any of the POA Indemnified Parties. For the avoidance of doubt, the indemnification obligations of the Members hereunder are several, not joint.

Section 16.2 Indemnification of Members.

(a) The POA, to the fullest extent permitted by law, shall indemnify, hold harmless and defend each Member, each Member's Occupants and their respective shareholders, partners, members and Personnel (collectively, the "**Member Indemnified Parties**"), harmless from and against any and all liability for loss, cost, liabilities, suits, obligations, fines, damages, penalties, claims, charges and expenses which may be suffered by, imposed upon or incurred by or asserted against the Member Indemnified Parties or any of them by reason of any negligent or tortious act or failure to act by the POA or its Personnel in or on any portion of the Property, except to the extent that any of the foregoing shall have been caused by the gross negligence or willful misconduct of any of the Member Owner Indemnified Parties. For the avoidance of doubt, the foregoing shall not excuse or limit any Member's obligations in respect of the payment of POA Charges and Special Assessments.

(b) Each Member, to the fullest extent permitted by law, shall indemnify, hold harmless and defend the other Members and the other Members' respective Member Indemnified Parties harmless from and against any and all liability for loss, cost, liabilities, suits, obligations, fines, damages, penalties, claims, charges and expenses which may be suffered by, imposed upon or incurred by or asserted against such Member

Indemnified Parties or any of them by reason of any negligent or tortious act or failure to act by such Member or its Occupants or Personnel in or on any portion of the Property, except to the extent that any of the foregoing shall have been caused by the gross negligence or willful misconduct of any such Member Owner Indemnified Parties. For the avoidance of doubt, the foregoing shall not excuse or limit any Member's obligations in respect of the payment of POA Charges and Special Assessments.

Section 16.3 No Personal Liability. Notwithstanding anything to the contrary contained in this Declaration, no direct or indirect shareholder, partner, member, director, officer or Personnel of any Member or any direct or indirect director, officer or Personnel (other than any Managing Agent to the extent of the obligations delegated by the POA to it pursuant to this Declaration) of the POA shall be personally liable for the performance of the respective party's obligations hereunder.

ARTICLE 17

NOTICES

Section 17.1 General. All notices required or desired to be given hereunder shall be sent by hand delivery, by registered or certified mail, return receipt requested or by national overnight courier that provides a receipt, postage prepaid addressed:

(a) if to the POA, to the POA at its principal office or such other address as the POA shall designate in writing to the Members from time to time (with a photocopy sent in like manner to the Managing Agent (if any) at its principal office address);

(b) if to any Member, to such Member's address at the Property or such other address as such Member shall designate in writing to the other Members and the POA from time to time (with a photocopy sent in like manner to the Managing Agent (if any) at its principal office address);

(c) if to Declarant, to the address set forth in the introductory paragraph of this Declaration or such other address as Declarant shall designate in writing to the Members and the POA from time to time (with a photocopy sent in like manner to the Managing Agent (if any) at its principal office address); or

(d) if to a Mortgagee, to such Mortgagee at its latest address designated in writing to the POA.

All notices sent pursuant to the terms of this Section 17.1 shall be deemed given when delivered by hand, three (3) business days after deposited in a branch or general post office or depository maintained by the United States Postal Service located in the State of New York or one (1) business day after delivered to a national overnight courier service, enclosed in a sealed, postage prepaid envelope, addressed as aforesaid, *provided, however*, that notices of changes of address, notices designating additional addresses and notices deposited in a United States Postal Service depository located outside of the State of New York shall be deemed to have been given when received.

Section 17.2 Waiver of Service of Notice. Whenever any notice is required to be given by law or pursuant to the terms of this Declaration, 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 18

MISCELLANEOUS

Section 18.1 Inspection of Documents. The POA shall maintain in its offices, and make available for inspection by the Members and their authorized representatives during reasonable business hours, current copies of this Declaration and the Rules and Regulations, as each of the same may be amended from time to time.

Section 18.2 Estoppel Certificates. Whenever requested upon at least ten (10) days' prior written notice from a Member in connection with a proposed sale, lease, other transfer or Mortgage with respect to any portion of the Property, POA shall execute and deliver a certificate addressed to the applicable Person: (a) whether this Declaration is in full force and effect; (b) the extent to which this Declaration has been modified, whether by instrument of record or otherwise; (c) the extent to which, to the best of the POA's knowledge, the applicable Member is in default under this Declaration, which default remains uncured; and (d) any other information known to the POA and reasonably requested by the requesting Member.

Section 18.3 Incorporation by Reference. The terms, covenants, conditions, descriptions and other information contained in each of the Exhibits attached hereto are, by this reference, each incorporated herein and made a part of this Declaration as if the same were set forth at length in the text hereof.

Section 18.4 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, regardless of the number of violations or breaches that may occur.

Section 18.5 Severability. If any provision of this Declaration is invalid or unenforceable as against any Person or under certain circumstances, the remainder of the provisions of this Declaration, and the applicability of such invalid or unenforceable provision to other Persons or circumstances, shall not be affected thereby. Each provision of this Declaration shall, except as otherwise provided herein, be valid and enforced to the fullest extent permitted by law.

Section 18.6 No Merger. There shall be no merger of this Declaration or of the estates or interests created by this Declaration or with any other estates or interests created by this Declaration by reason of the fact that this Declaration or the estates or interests created by this Declaration may be held, directly or indirectly, by or for the account of any Person or Persons who shall own the entire Land or Property. No such merger shall occur unless and until all Persons at the time having an interest in the entire Land and Property and all persons having an interest in this Declaration or in the estates created by this Declaration shall join in a written instrument effecting such merger and shall duly record the same.

Section 18.7 Enforcement. In the event of any breach or violation or threatened breach or violation by any Member of the terms and conditions provided herein, the POA will have, in addition to the right to claim damages, the right to enjoin such breach or violation or threatened breach or violation or to seek specific performance in a court of competent jurisdiction. In no event shall the POA, any Member, any Occupant or any Person acting by or on behalf of the POA, any Member or any Occupant be liable for consequential or punitive damages to any Person hereunder.

Section 18.8 Exculpation. Any liability arising under or pursuant to this Declaration in respect of any portion of the Property shall be enforceable only against the then-current Owner or Occupants of such portion of the Property (and with respect to any liability that arose during the period of ownership or occupancy of any prior Owner or Occupant of such portion of the Property, against such prior Owner or Occupant) and not against any of (a) the Personnel of such Owner or of such Occupants or of the POA, (b) the then-current Owners or Occupants of any other portion of the Property, or (c) any prior Owners or Occupants of any portion of the Property (except to the extent that the liability arose during the period of ownership or occupancy of such prior Owners or Occupants). Any liability of any Owners hereunder shall be limited to such Owner's interest in the Property and the proceeds thereof. For the avoidance of doubt, no Personnel of any Owner or the POA shall have any personal liability hereunder.

Section 18.9 Force Majeure. Neither the POA nor any Member shall be deemed to be in default in the performance of any obligation to be performed under this Declaration, other than an obligation requiring the payment of a sum of money, if and so long as non-performance of such obligation shall be caused by Force Majeure.

Section 18.10 Jury Trial. The Member and the POA shall be deemed to have waived all rights to trial by jury in any action or proceeding arising out of this Declaration.

Section 18.11 Parties-in-Interest. Notwithstanding anything to the contrary contained in this Declaration, if all or any portion of the Property is held as a Condominium, the applicable Condominium Board shall be deemed to be the sole Member, party-in-interest and beneficiary for all purposes under this Declaration with respect to the premises held as a Condominium, and the holder of a lien encumbering any unit of such Condominium, and the holder of any other occupancy or other interest in such unit shall not be deemed to be a Member, party-in-interest or third-party beneficiary hereunder.

Section 18.12 Gender. 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.

Section 18.13 Captions. The index hereof and the captions herein inserted are included only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Declaration or the intent of any provision hereof.

Section 18.14 Statutory References. References in this Declaration to any Legal Requirements, including any statutes, codes, zoning text, rules and regulations, shall be deemed

to include references to any amendments, modifications, replacements or successors thereto in effect from time to time.

Section 18.15 Dispute Resolution.

(a) Any dispute, controversy or claim between or among any one or more of the Members and/or the POA arising out of or concerning this Declaration (each, for purposes of this Section 18.15, an "**Arbitrable Claim**"), shall be determined and resolved by arbitration (and not by litigation) conducted in the City and County of New York in accordance with the terms of this Section 18.15 (each such proceeding, an "**Arbitration**"). Nothing in this Article 18 or elsewhere in this Declaration shall (unless otherwise expressly provided) require Arbitration of any dispute between: (a) any Condominium Board, on the one hand, and any third-parties, on the other hand, or (b) the POA, on the one hand, and any third parties, on the other hand, or (c) any Member, on the one hand, and any third parties, on the other hand.

(b) Notwithstanding the foregoing, prior to any Member's commencement of an Arbitration with respect to any Arbitrable Claim relating to a payment of a monetary obligation to the POA, such Member shall be required to submit such payment to the POA, which payment will be adjusted as directed by the Arbitrator as set forth herein.

(c) The following provisions shall apply to any Arbitration

(i) The Arbitration shall be administered and conducted by a neutral Person in New York, New York, mutually agreed to by the parties to the Arbitration (the "**Arbitrator**"). The Arbitrator shall have not less than ten (10) years' experience in the subject area of the Arbitrable Claim and shall not have been employed by, or engaged in a professional capacity (other than as an arbitrator) for any Member or the POA. In the event that the applicable parties cannot agree within fifteen (15) days on the identity of the Arbitrator, any party may apply to the Supreme Court, New York County, for the appointment of an Arbitrator. The Arbitrator shall, once so selected, serve as Arbitrator for all disputes hereunder with respect to such issue and/or any similar issue until the earlier of (x) the fifth (5th) anniversary of the date of the initial selection of the Arbitrator and (y) any death, incapacity, resignation or removal (by mutual agreement of the applicable parties) of the Arbitrator. (It being understood that, if there is another dispute requiring the Arbitrator subsequent to such fifth (5th) anniversary or any death, incapacity, resignation or removal (by mutual agreement of the applicable parties) of the Arbitrator, the applicable parties (acting reasonably and in good faith) shall agree on a successor Arbitrator, who may or may not have previously served as the Arbitrator, through the procedures set forth above.) The fees and expenses of the Arbitrator in connection with the arbitration shall be borne equally by the parties to such Arbitration.

(ii) Within fifteen (15) Business Days after the delivery of an arbitration notice in accordance with the foregoing provisions of this Section 19.15(c), each of the parties to such Arbitration shall submit to the Arbitrator a

single proposed settlement of the dispute (which settlement shall not be inconsistent with this Declaration), together with such written explanation or evidence relating thereto as the submitting party deems appropriate. After making its submission, a party may not make any additions to or deletions from, or otherwise change, the same. If any party fails to make a submission within such fifteen (15) Business Day period, TIME BEING OF THE ESSENCE WITH RESPECT THERETO, such party shall be deemed to have irrevocably waived its right to make any submission.

(iii) Within five (5) Business Days after the earlier of (x) the receipt by the Arbitrator of submissions from each of the parties to such arbitration in accordance with clause (B) of this Section 18.15(c) or (y) the end of the fifteen (15) Business Day period described in such clause, the Arbitrator shall select the settlement proposed in one of such submissions, in its entirety and without any modification thereto, and shall render a determination to such effect in a signed and acknowledged written instrument, originals of which shall be sent simultaneously to the parties to such Arbitration. Subject to the parties' rights under Section 18.15(c)(v), such determination shall be conclusive, final and binding on such parties, shall constitute an "award" by the Arbitrator for the purposes of applicable Legal Requirements, and judgment may be entered thereon in any court of competent jurisdiction.

(iv) It is expressly understood and agreed that the pendency of a dispute hereunder shall at no time and in no respect constitute a basis for any Member not to comply, or otherwise fully perform in accordance with, this Declaration.

(v) If any party to an Arbitration as set forth above protests the determination of the Arbitrator, such party may commence a lawsuit in the New York Supreme Court for New York County under Article 75 or Article 78 of the New York Civil Practice Law and Rules, as applicable, it being understood that the review of the Court shall be limited to the question of whether or not the Arbitrator's determination is arbitrary, capricious or without a rational basis. No evidence or information about the matter in dispute shall be introduced or relied upon in any such actions or proceedings that has not been submitted to the Arbitrator in accordance with clause (B) of this Section 18.15(c).

Section 18.16 Certain References.

(a) 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. When used in this Declaration, the terms "now", the "date hereof" or the "date of this Declaration" shall mean the date on which this Declaration is filed in the Clerk's Office. The term "hereafter" when used in this Declaration shall mean after the date on which this Declaration is filed in the Clerk's Office.

(b) Whenever in this Declaration the term "including", "include" or "includes" is used, it shall be deemed to be followed by the words "without limitation".

Section 18.17 Subordination; Non-Disturbance. At the request of any Member made from time to time, the POA Board shall, at the sole cost and expense of the requesting Member, execute and deliver in favor of any Occupant leasing all or any part of the Property pursuant to a bona fide arms-length non-residential lease of space within the Property, a Non-Disturbance Agreement, *provided, however*, that the POA Board shall not be required to deliver same to any Occupant if, under the terms of the lease by which such Occupant leases such portion of the Property, the requesting Member is not required to obtain a non-disturbance agreement from the lender holding a Mortgage encumbering the applicable portion of the Property in which the applicable leased area to which the lease relates is contained. The term "**Non-Disturbance Agreement**" means the standard form of non-disturbance and attornment agreement as shall be then employed by the POA Board, as the POA Board shall approve from time to time.

ARTICLE 19
EXCULPATION AND INDEMNIFICATION OF DECLARANT

Section 19.1 Exculpation of Declarant. Notwithstanding anything in this Declaration to the contrary, Declarant shall have no liability under or with respect to this Declaration (except to the extent of Declarant's gross negligence or willful misconduct), and all obligations of Declarant arising under this Declaration shall be performed by the POA and/or the Member, as the case may be, at their sole cost and expense. None of the shareholders, partners, members or Personnel of Declarant shall have any liability (personal or otherwise) hereunder, and no property or assets of such Persons shall be subject to levy, execution or other enforcement procedure hereunder.

Section 19.2 Indemnity of Declarant. The POA and each Member, to the fullest extent permitted by law, shall indemnify and save Declarant and its shareholders, partners, members and Personnel and disclosed and undisclosed principals (collectively, the "**Declarant Indemnitees**"), harmless from and against any and all actions, liabilities, suits, judgments, obligations, fines, damages, penalties, claims, costs, charges and expenses, including engineers', architects' and attorneys' fees and disbursements, which may be imposed upon or incurred by or asserted against any of the Declarant Indemnitees arising out of or in connection with this Declaration, the operations of the POA, or any other matter arising under or in connection with this Declaration, except to the extent that any of the foregoing shall have been caused by the gross negligence or willful misconduct of any of the Declarant Indemnified Parties.

ARTICLE 20

INTERNATIONAL ORGANIZATIONS

Section 20.1 Waiver of Immunity. By its acceptance of a deed to any portion of the Property, including any unit in a Condominium, or the succeeding to title to, or the entering into of a lease or the act of occupancy of any portion of the Property, including any unit in a

Condominium, each Owner and Occupant that is a foreign government or the United Nations, any agency, department, embassy, consulate or mission or governmental entity of a foreign state or the United Nations, or any other international organization or instrumentality entitled to diplomatic or sovereign immunity (each, an "**International Occupant**"):

(a) Expressly acknowledges and agrees that the purchase or lease of any portion of the Property, including any unit in a Condominium, constitutes commercial activity by such International Occupant within the meaning of the Foreign Sovereign Immunities Act of 1976, 28 U.S.C. §1602, et seq., as the same may be amended or modified ("**FSIA**");

(b) Expressly and voluntarily waives any sovereign immunity from the personal jurisdiction of the courts of the United States and of the States as to any controversy, dispute or claim in connection with or relating to this Declaration, the Property or its ownership, use, occupancy or operation of any portion of the Property, including any unit in a Condominium;

(c) Expressly and voluntarily waives all rights to immunity from pre-judgment attachment, attachment in aid of execution, or from execution, upon a judgment entered by a court of the United States or of a State even though the applicable portion of the Property, including any unit in a Condominium, may be used for the purposes of maintaining a diplomatic or consular mission or the residence of the chief of such mission;

(d) Irrevocably and unconditionally (i) consents to any suit, action or proceeding arising out of or relating to this Declaration, the Property or its ownership, lease, use, occupancy or operation of any portion of the Property, including any unit in a Condominium, being brought in any state or federal court in the State of New York; (ii) waives any objection which it may have now or hereafter to the laying of the venue of any such suit, action or proceeding under clause (i) above, in any such court, or claim that any such suit, action or proceeding under clause (i) above, has been brought in an inconvenient forum; and (iii) acknowledges the competence of any such court, submits to the jurisdiction of any such court in any such suit, action or proceeding; and (iv) agrees that any final non-appealable order or judgment issued by any such court in any such suit, action or proceeding shall be conclusive and binding upon it and may be enforced in the courts of such International Occupant's country of origin once a further judgment has been obtained in the courts of such International Occupant's country of origin, which further judgment may as a matter of practice be obtained without re-litigation on the merits of the matter adjudicated upon by such state or federal court in the State of New York, a certified or exemplified copy of which shall be conclusive evidence of the fact and of the amount of its obligation; *provided* that service of process is effected upon it in the manner specified above or as otherwise permitted by law; and (v) irrevocably consents to service of process upon it out of said courts in any such suit, action or proceeding by mailing copies thereof by registered or certified mail, postage prepaid, to such International Occupant at the Property; and

(e) Agrees that, in connection with any such suit, action or proceeding in the state or federal courts in the State of New York, to the extent that FSIA is applicable to International Occupant, the waiver of immunity and arrangements for service of process set out herein are made in conformity with, and shall be governed by FSIA, and the foregoing provisions constitute a special arrangement for service between such International Occupant and each other Person entitled to enforce the provisions of this Article for the purposes of FSIA.

Section 20.2 Designation of Agent for Service of Process. For the purpose of any suit, action or proceeding taken in any state or federal court in the State of New York, each International Occupant shall maintain an agent for service of process in the City of New York, State of New York. Absent a written designation of another Person executed and delivered to the POA Board by the International Occupant, each International Occupant shall be deemed to have irrevocably designated, appointed and empowered the POA Board as its duly authorized and lawful agent to receive process for and on behalf of such International Occupant in any state or federal suit, action or proceeding in the State of New York based on, arising out of or connected with this Declaration, the Project, or the International Occupant's ownership, use, occupancy and operation of any portion of the Property, including any unit in a Condominium. Nothing contained herein is intended or shall be deemed to limit the rights of the POA Board or any other Member to serve process in any other country or any other manner permitted by law or to bring any legal action or proceeding or to obtain an attachment or execution of judgment in any competent jurisdiction, including in the courts of the International Occupant's country of origin.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the _____ day of _____, 2015.

FLUSHING COMMONS PROPERTY OWNER, LLC

By:_____
Name:
Title:

STATE OF NEW YORK)
) ss.
COUNTY OF _____)

On the ___ day of _____ in the year 2015 before me, the undersigned, a Notary Public in and for said state, personally appeared _____, proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION – LAND

[*See Attached*]

EXHIBIT B-1

LEGAL DESCRIPTION – PHASE I LAND

[*See Attached*]

EXHIBIT B-2

LEGAL DESCRIPTION – PHASE II LAND

[*See Attached*]

EXHIBIT C

TABLE OF DEFINITIONS

1. "**Access Conduct Standards**" has the meaning set forth in Section 5.3(a) of this Declaration.

2. "**Adjusted GSF**" means, with respect to each applicable portion of the Property (*i.e.*, the Phase I Land, the Phase II Land and each Condominium), the sum of the following: (i) the gross square footage of all office space located on such parcel or in such Condominium, as applicable; (ii) the gross square footage of all retail space located on such parcel or in such Condominium, as applicable; (iii) the gross square footage of all residential space located on such parcel or in such Condominium, as applicable; and (iv) the gross square footage of any other type of space constructed within such parcel or in such Condominium, as applicable, that cannot be classified as office, retail or residential, in each case, to the extent an initial temporary certificate of occupancy has been issued with respect to such space, but in all cases excluding (x) the Open Space and (y) any gross square footage attributable to any parking garages, surface parking or parking deck within such parcel or in such Condominium, as applicable, all as the same shall be adjusted and reallocated by the POA from time to time in accordance with this Declaration in connection with construction of additional buildings on the Land.

3. "**Arbitrable Claim**" has the meaning set forth in Section 18.15(a) of this Declaration.

4. "**Arbitration**" has the meaning set forth in Section 18.15(a) of this Declaration.

5. "**Arbitrator**" has the meaning set forth in Section 18.15(c)(i) of this Declaration.

6. "**City**" means the City of New York.

7. "**Clerk's Office**" has the meaning set forth in the introductory paragraphs hereof.

8. "**Condominium**" has the meaning set forth in Section 9.1(a) of this Declaration.

9. "**Condominium Act**" has the meaning set forth in Section 9.1(a) of this Declaration.

10. "**Condominium Board**" has the meaning set forth in Section 9.1(a) of this Declaration.

11. "**Condominium Documents**" means, collectively, with respect to each Condominium established pursuant to the Condominium Act with respect to any portion of the Property, the offering plan, the condominium declaration, the articles or certificate of incorporation, the by-laws and the rules and regulations, in each case, with respect to such Condominium, together with any and all other documentation related to the proper formation and

operation of such Condominium, as the same may be supplemented, amended, restated or otherwise modified from time to time.

12. "**Condominium Formation Date**" has the meaning set forth in Section 9.1(a) of this Declaration.

13. "**Curing Member**" has the meaning set forth in Section 12.7(a) of this Declaration.

14. "**Declarant**" has the meaning set forth in the preamble to the Declaration. The term "Declarant" shall be deemed to include any successor, by merger, consolidation or other legal succession, to Declarant.

15. "**Declarant Indemnitees**" has the meaning set forth in Section 19.2 of this Declaration.

16. "**Declaration**" means the Declaration Establishing Property Owners' Association and of Covenants, Conditions, Easements and Restrictions to which this Table of Definitions is annexed as an exhibit.

17. "**Deed**" has the meaning set forth in the introductory paragraphs hereof.

18. "**Default Notice**" has the meaning set forth in Section 11.1(e) of this Declaration.

19. "**EDC**" has the meaning set forth in the introductory paragraphs hereof.

20. "**Emergency**" means a condition, event or occurrence (including leaks or cracks, structural problems or defects) requiring repair, alteration or abatement immediately and specifically necessary for the preservation or safety of the Property or any portion thereof, or for the health or safety (but not the general comfort or welfare) of Occupants or other persons, or required to avoid the suspension of any necessary services in the Property (or any portion thereof).

21. "**Encumbered Owner**" has the meaning set forth in Section 2.3 of this Declaration.

22. "**Encumbering Owner**" has the meaning set forth in Section 2.3 of this Declaration.

23. "**Event of Default**" has the meaning set forth in Section 12.1 of this Declaration.

24. "**Excluded Work**" means any repair, restoration and replacement work with respect to the waterproofing and/or the slab underneath the Open Space to the extent the area requiring such repair, restoration or replacement work is located exclusively on the Phase I Land or the Phase II Land (*i.e.,* the area requiring such work is not located on both the Phase I Land and the Phase II Land). For the avoidance of doubt, the POA shall not be responsible for any Excluded Work, and all Excluded Work shall be the responsibility of the Member whose portion of the Property requires such work.

25. "**Force Majeure**" means a delay incurred by a Member or the POA in the performance of any non-monetary obligation under this Declaration as a direct and proximate result of (a) an act of God, (b) inability to obtain labor, equipment, supplies or materials due to extraordinary governmental action, (c) enemy action, terrorism, civil commotion, earthquake, flood, extreme weather, major fire, casualty, war, hostilities, invasion, insurrection, riot, mob violence, malicious mischief, or sabotage, (d) a strike of any labor union or a lockout, in both cases which generally affects all or a substantial portion of the applicable industry, or (e) other similar cause beyond the reasonable control of the delayed party (with respect to any Member, not including such Member's insolvency or financial condition, and with respect to any Member and the POA, not including a delay arising as a result of the actions or inactions of the delayed party), which has the effect of delaying or preventing the delayed party's performance of its obligations hereunder (other than any obligation of the delayed party involving the payment of money), but only (i) to the extent (if any) such delay cannot be offset or eliminated by the exercise of reasonable, good-faith curative efforts on the part of the delayed party, and without giving duplicative effect to concurrent delays and (ii) provided that the delayed party (x) notifies the POA and the other Members in writing of the occurrence of any event constituting a Force Majeure condition promptly after commencement thereof, and (y) throughout the pendency of such Force Majeure condition, utilizes good-faith efforts to minimize the impact and delays caused by such Force Majeure condition.

26. "**FSIA**" has the meaning set forth in Section 20.1(a) of this Declaration.

27. "**GLSD**" has the meaning set forth in the introductory paragraphs hereof.

28. "**Governmental Authority**" means any federal, state, regional, and/or local government or any department, subdivision, bureau, agency or office thereof, or any governmental, public or quasi-public authority, including the EDC, or any insurance rating or underwriting bureau, including the New York Board of Fire Underwriters or the New York Fire Insurance Rating Organization, or any other similar bodies performing the same or similar functions, now existing or hereafter created, having or asserting jurisdiction over the Property or any portion thereof.

29. "**Initial Construction of the Open Space**" means the earliest such time that initial construction of any portion of the Open Space has been completed on any portion of both the Phase I Land and the Phase II Land and such portion of the Open Space has been first opened to the public.

30. "**International Occupant**" has the meaning set forth in Section 20.1 of this Declaration.

31. "**Involuntary Rate**" means the Prime Rate *plus* two hundred basis points (200 bps) per annum, but in no event in excess of the maximum permissible interest rate then in effect in the State of New York.

32. "**Land**" has the meaning set forth in the introductory paragraphs hereof.

33. "**Legal Requirements**" means any and all applicable present and future laws, rules, orders, ordinances, regulations, statutes, requirements, directives, permits, consents,

certificates, approvals, environmental statutes, codes and executive orders of all Governmental Authorities now existing or hereafter created, of all their departments and bureaus, including the zoning regulations to the extent applicable, and of any applicable fire rating bureau or other body exercising similar functions affecting the Property, or any portion thereof, or any street, avenue or sidewalk comprising a part or in front thereof or any vault in or under the same.

34. "**Major Open Space Upgrade**" means, following the Initial Construction of the Open Space, any upgrades to such portions of the Open Space with respect to which the initial construction thereof shall then have been completed and which portions shall have been opened to the public, in each case, to the extent the costs and expenses incurred by the POA in connection with such upgrading work exceed One Hundred Thousand Dollars ($100,000), *provided, however*, that, to the extent any such work is required by the GLSD, the Deed or applicable Legal Requirements, such work shall not constitute a "Major Open Space Upgrade".

35. "**Manager**" has the meaning set forth in Section 10.4(a)(i) of this Declaration.

36. "**Managing Agent**" means any Person employed by the POA who (i) shall perform any such duties and services that the POA may direct and (ii) have such powers as the POA may delegate.

37. "**Material Violation**" has the meaning set forth in Section 6.2 of this Declaration.

38. "**Member**" has the meaning set forth in Section 1.1 of this Declaration.

39. "**Member Indemnified Parties**" has the meaning set forth in Section 16.2(a) of this Declaration.

40. "**Members Meeting**" has the meaning set forth in Section 10.9(b) of this Declaration.

41. "**Monetary Events of Default**" has the meaning set forth in Section 12.1 of this Declaration.

42. "**Mortgage**" means (a) any mortgage, deed of trust or similar instrument including any modification, amendment, spreader, consolidation or renewal thereof, which constitutes a lien on the fee interest in any portion of the Land, and (b) any pledge of a direct or indirect equity interest in Phase I Property Owner or Phase II Property Owner as security for a loan.

43. "**Mortgagee**" means the holder of a Mortgage.

44. "**Non-Disturbance Agreement**" has the meaning set forth in Section 18.17 of this Declaration.

45. "**Non-Monetary Events of Default**" has the meaning set forth in Section 12.1 of this Declaration.

46. "**North Garage**" has the meaning given to such term in the Deed.

47. "**Occupant**" means, collectively, (i) Phase I Property Owner, if actually occupying any portion of the Property, (ii) Phase II Property Owner, if actually occupying any portion of the Property, and (iii) any Person lawfully occupying any portion of the Property pursuant to a lease, sublease or license granted by the applicable Owner but excluding any licensees of individual parking spaces.

48. "**Open Space**" has the meaning given to such term in the GLSD.

49. "**Owner**" means, collectively, (i) Phase I Property Owner, (ii) Phase II Property Owner and (iii) each Unit Owner.

50. "**Paying Party**" has the meaning set forth in Section 12.8 of this Declaration.

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

52. "**Personnel**" means, with respect to any Person, the officers, directors, agents, employees, contractors and licensees of such Person.

53. "**Phase I Land**" has the meaning given to such term in the Deed.

54. "**Phase I Project**" has the meaning given to such term in the Deed.

55. "**Phase I Property Owner**" means each holder of fee title to the Phase I Land (or any portion thereof) from time to time, including, from and after the formation of any Condominium with respect to any portion of the Phase I Land, the applicable Condominium Board (as agent for the applicable Condominium), but, for the avoidance of doubt, excluding each Unit Owner.

56. "**Phase II Land**" has the meaning given to such term in the Deed.

57. "**Phase II Project**" has the meaning given to such term in the Deed.

58. "**Phase II Property Owner**" means each holder of fee title to the Phase II Land (or any portion thereof) from time to time, including, from and after the formation of any Condominium with respect to any portion of the Phase II Land, the applicable Condominium Board (as agent for the applicable Condominium), but, for the avoidance of doubt, excluding each Unit Owner.

59. "**POA**" has the meaning set forth in the introductory paragraphs hereof.

60. "**POA Board**" has the meaning set forth in Section 10.2(a) of this Declaration.

61. "**POA Charges**" means annual, quarterly, monthly or other periodic charges assessed by the POA to pay POA Expenses and allocated to each Member.

62. "**POA Expenses**" has the meaning set forth in Section 8.2 of this Declaration.

63. "**POA Indemnified Parties**" has the meaning set forth in Section 16.1 of this Declaration.

64. "**POA Matters**" has the meaning set forth in Section 3.1 of this Declaration.

65. "**POA Property**" means any personal property acquired or leased by the POA to maintain, repair and operate the Open Space in accordance with, and to otherwise comply with POA's obligations under, the terms of this Declaration.

66. "**POA Share**" has the meaning set forth in Section 8.1(a) of this Declaration.

67. "**Prime Rate**" means the prime or base rate announced as such from time to time by Citibank, N.A., or its successors, at its principal office. Any interest payable under this Declaration with reference to the Prime Rate shall be adjusted on a daily basis, based upon the Prime Rate in effect at the time in question, and shall be calculated on the basis of a three hundred sixty (360) day year with twelve (12) months of thirty (30) days each.

68. "**Property**" has the meaning set forth in the introductory paragraphs hereof.

69. "**Registered Mortgage**" has the meaning set forth in Section 11.1(a) of this Declaration.

70. "**Registered Mortgagee**" has the meaning set forth in Section 11.1(a) of this Declaration.

71. "**Released Party**" has the meaning set forth in Section 5.3(c) of this Declaration.

72. "**Releasing Party**" has the meaning set forth in Section 5.3(c) of this Declaration.

73. "**RM Notice**" has the meaning set forth in Section 11.1(b) of this Declaration.

74. "**Rules and Regulations**" means the rules and regulations adopted by the POA from time to time for the use of the Open Space.

75. "**Senior RM**" has the meaning set forth in Section 11.1(c) of this Declaration.

76. "**South Garage**" has the meaning given to such term in the Deed.

77. "**Special Assessments**" means any and all non-period charges assessed by the POA to pay POA Expenses that were not provided for, or were not sufficiently provided for, when the POA fixed the then-current POA Charges and allocated to each Member.

78. "**Special Monetary Event of Default**" has the meaning set forth in Section 12.11 of this Declaration.

79. "**Substantial Completion of the Phase II Project**" has the meaning given to such term in the Deed.

80. "**Taxes**" means the real property taxes, assessments and other similar items assessed, levied or imposed by any Governmental Authority against the Property or any part thereof.

81. "**Tax Matters Partner**" has the meaning set forth in Section 10.11(b) of this Declaration.

82. "**Total Adjusted GSF**" means the sum of the following: (i) the gross square footage of all office space located on the Land; (ii) the gross square footage of all retail space located on the Land; (iii) the gross square footage of all residential space located on the Land; and (iv) the gross square footage of any other type of space constructed within the Land that cannot be classified as office, retail or residential, in each case, to the extent an initial temporary certificate of occupancy has been issued with respect to such space, but in all cases excluding (x) the Open Space and (y) any gross square footage attributable to any parking garages, surface parking or parking deck within the Land, all as the same shall be adjusted and reallocated by the POA from time to time in accordance with this Declaration in connection with construction of additional buildings on the Land.

83. "**Unit Owner**" has the meaning set forth in Section 9.1(b) of this Declaration.

84. "**Waterproofing and Slab Share**" means, with respect to each Member in connection with any Waterproofing and Slab Work, a portion of the cost of such Waterproofing and Slab Work allocated by the POA to such Member in the POA's reasonable discretion.

85. "**Waterproofing and Slab Work**" means any repair, restoration and replacement work with respect to the waterproofing and/or the slab underneath the Open Space to the extent the area requiring such repair, restoration or replacement work is located on both the Phase I Land and the Phase II Land (*i.e.*, such work does not constitute Excluded Work).

86. "**Work**" has the meaning set forth in Section 4.1 of this Declaration.

EXHIBIT D

INITIAL RULES AND REGULATIONS

1. The Open Space may be used by all members of the public for activities appropriate to an open space of similar design and size in the City of New York. Such activities shall include the following:

    a. walking or standing;

    b. walking domestic animals, provided that such animals are leashed and properly curbed;

    c. jogging;

    d. sitting on benches and other seating areas provided in the Open Space; and

    e. use of public facilities provided in the Open Space.

2. The Open Space will be publicly accessible between the hours of 6 am and midnight during each month of the year, except as the Open Space may be closed (i) to allow for maintenance and repair, safety and security, and logistics and public safety during construction and (ii) to avoid public dedication.

No member of the public shall use the Open Space for any activity or in any manner that (i) injures or endangers the health or safety of any other person or (ii) disturbs or causes injury to any trees, shrubs or amenities in the Open Space.