CONDOMINIUM OFFERING PLAN

34 WEST 17th STREET CONDOMINIUM

34 West 17th Street, New York, New York 10011

New York County

Total Amount of Offering (1): $45,377,950.00
Comprising:

Nine (9) Residential Units	$39,822,950.00
One (1) Commercial Unit	$ 5,555,000.00

(1) Offering prices are negotiable and may be changed (see "Section J, Changes in Prices and Units").

The Condominium will be comprised of nine (9) residential units ("Residential Units"), and one (1) commercial unit ("Commercial Unit"). The Residential Units and the Commercial Unit are being offered for sale pursuant to this Offering Plan.

Sponsor:

34 17th Street Project LLC
c/o Atkins & Breskin, L.L.C.
133 Norfolk Street
New York, New York 10002
(212) 677-8610

Selling Agent:

Douglas Elliman Developments
575 Madison Avenue
New York, New York 10022
(212) 319-5422

Date of Acceptance for Filing: , 201 .

The term of the initial offer is twelve (12) months commencing on the foregoing date of acceptance for filing of the Plan by the Department of Law. The term may be extended by an Amendment to the Plan.

SEE PAGE 1 FOR SPECIAL RISKS TO PURCHASERS.

BECAUSE SPONSOR IS RETAINING THE UNCONDITIONAL RIGHT TO RENT RATHER THAN SELL UNITS AFTER CONSUMMATION OF THE OFFERING PLAN, THIS PLAN MAY NOT RESULT IN THE CREATION OF A CONDOMINIUM IN WHICH A MAJORITY OF THE UNITS ARE OWNED BY OWNER-OCCUPANTS OR INVESTORS UNRELATED TO THE SPONSOR. (SEE SPECIAL RISKS SECTION OF THE PLAN.)

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

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 CONDOMINIUM UNIT. FILING WITH THE DEPARTMENT OF LAW DOES NOT MEAN THAT THE DEPARTMENT OR ANY OTHER GOVERNMENT AGENCY HAS APPROVED THIS OFFERING.

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A. SPECIAL RISKS

1. No Financing Contingency Except Pursuant to Rider

The Purchase Agreement between Sponsor and Purchaser is not contingent upon a Purchaser's ability to obtain mortgage financing in connection with the purchase of his Unit, except as may be provided pursuant to an executed Mortgage Contingency Rider to the Purchase Agreement in the form set forth as Exhibit B to the Purchase Agreement. Except as provided in such Mortgage Contingency Rider, a Purchaser who executes a Purchase Agreement will remain obligated under the Purchase Agreement if the Purchaser is unable to obtain financing for the purchase of the Unit. Accordingly, Purchasers are advised to inquire about the availability of financing prior to executing a Purchase Agreement. Further, a Purchaser who signs the Mortgage Contingency Rider should note that if no Commitment is issued within the contingency period, notwithstanding that Purchaser shall have timely delivered a notice of cancellation to Sponsor, Sponsor may elect to extend the contingency period for not more than thirty (30) days following the expiration date of the initial contingency period. **See Section K, "Procedure to Purchase, and Part II of the Offering Plan, Exhibit 1. Purchase Agreement, Exhibit B."**

2. Financing Risk

A Purchaser may not cancel based on inability to obtain or close a loan, except in the event that Purchaser executes a Mortgage Contingency Rider (by which Purchaser may elect to make its Purchase Agreement contingent upon the issuance of a commitment for a loan form Sponsor's Preferred Lender, Wells Fargo Bank, N.A. [See pages 18 and 65]), and only in accordance with the terms of such Mortgage Contingency Rider. Neither Sponsor nor its agents will discriminate against any person on grounds prohibited by law, however Sponsor's Preferred Lender is not Sponsor's agent and is not responsible for Sponsor's Preferred Lender's underwriting determinations. As a result, if Purchaser is relying upon financing, Purchaser will assume the risks of meeting all conditions and requirements of the lender to obtain and fund the loan on the date set by Sponsor for closing of title under the Purchase Agreement, including conditions and requirements that may be beyond Purchaser's control. These risks include the following: (a) meeting all requirements concerning Purchaser (for example, Purchaser's income, financial condition, employment status, sale of an existing residence, etc) and any adverse changes in meeting these requirements that may occur between the issuance and funding of the loan commitment; (b) meeting a requirement for a certain percentage of Residential Units to be "owner-occupied" (some Institutional Lenders may require up to 50% of the Units to be "owner-occupied"); and (c) losing a "lock-in" interest rate because the closing of title under Purchaser's Purchase Agreement fails to occur before the expiration of the period within which the loan must close to obtain the locked-in rate. Purchaser also assumes the risk of adverse changes in the terms of the loan that may occur before the closing of the loan and paying additional amounts to extend the loan commitment period. By assuming these risks, Purchaser will not be excused from the obligation to purchase without abatement in the Purchase Price and without recourse against Sponsor or the Selling Agent. Sponsor and Selling Agent do not represent, assure or guarantee that a Purchaser will succeed in obtaining mortgage financing from an Institutional Lender (or Preferred Lender) or other independent sources, or (if Purchaser succeeds) the terms or costs of such financing, or whether the closing of title will occur before the loan commitment or any

lock-in rate expires, or (if it expires) whether the commitment will be extended or the costs to obtain an extension or the terms and conditions thereof, which may be less favorable than the original commitment. 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 apartments in a building or group of buildings be sold before a lender will consider making a loan. Thus, it may be possible for a purchaser to experience difficulty obtaining a loan in a building or group of buildings where the sponsor or holder of unsold shares has not sold a substantial percentage of the apartments 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 an apartment if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions. Please see **Section K, "Procedure to Purchase"** for further discussion.

3. Resale Risk

A Purchaser may have difficulty in reselling his or her Unit if the prospective buyer is relying upon financing and is unable to obtain or close a loan because the Building does not then meet the lender's requirement (if any) for "owner-occupied" Units. See **Section A 4. Reservation of Right to Rent Units,"** for discussion.

4. Reservation of Right to Rent Units

Sponsor will, in good faith, endeavor to sell in a diligent and timely manner the Residential Units, preferably to Purchasers for personal occupancy by themselves or their families, but may freely sell to Purchasers for rental investment. Sponsor reserves the unfettered and unconditional right, Freely and Without Consent, Payment or Restriction (except as herein provided) to rent Residential Units following the consummation of the of the Offering Plan, except that Sponsor shall not use the Building as a hotel and, accordingly, any rental will be for an initial minimum interim of at least (3) months. Sponsor shall not rent on a daily or weekly basis. Prospective Purchasers should nevertheless be aware that they potentially may be living with transient tenants for an indefinite period. Transient tenants will receive the same Building services and use the Building's amenities (e.g., the lobby) as Owner-occupants. However, they have no investment in their Units and, therefore, do not share the same economic interests as Owner-occupants in the maintenance and care of the Building's facilities and amenities.

5. Control by Sponsor

Until the first meeting of Unit Owners, the Condominium Board will consist of three members designated by the Sponsor. Thereafter, the Condominium Board will consist of five (5) members. At all times thereafter, the Commercial Unit Owner (including Sponsor) shall have the right to elect or designate one (1) member of the Condominium Board (the "Commercial Member"), and the Residential Unit Owners (including Sponsor) shall have the right to elect or designate four (4) members (the "Residential Members"). Sponsor shall be entitled to elect or designate three (3) of the Residential Members until the earlier of (i) the date that aggregate Common Interests of the Residential Units owned by Sponsor (and its designees

owning Residential Units) comprise less than 50% of the Common Interests of all Residential Units, or (ii) five years from the date of the First Closing. Within thirty (30) days after the date Sponsor is required to give up control of the Residential Members of the Board of Managers, the Board of Managers will call a meeting of Unit Owners to elect a new Board of Managers. From and after the earlier of (i) the date that the aggregate Common Interest of the Residential Units owned by Sponsor (and its designees owning Residential Units) is less than 50% of the outstanding Common Interests of all Residential Units, or (ii) five years from the date of the First Closing, Sponsor shall have the right to elect or designate one (1) Residential Member which right it shall retain for so long as Sponsor (and its designees owning Residential Units) owns at least one (1) Unsold Residential Unit. In addition to any Residential Members elected or designated by Sponsor, Sponsor shall, at all times, also have the right to cast its votes for all remaining positions on the Condominium Board for candidates who reside in the Building but who are unrelated to or unaffiliated with Sponsor. Under the Condominium By-Laws, Owner occupants may be unable to control the Board of Managers until the foregoing period has elapsed; moreover, there may be inherent conflicts on how the Condominium should be managed because of their different interests, i.e., purchase as a home as opposed to an investment or as opposed to purchase as the Commercial Unit Owner. See **Section P, "Control by Sponsor."**

6. Limitation on Expense Increases

Until (i) the date on which the aggregate Common Interests of all Residential Unsold Units is less than 10% of the Common Interests of all Residential Units, or (ii) five years from the date of the First Closing, whichever occurs first, neither the Board of Managers, nor its officers, nor the Residential Unit Owners, except upon the written consent of the owners of Residential Unsold Units representing a majority of the Common Interests allocated to all Residential Unsold Units, shall (a) increase the number or change the type of employees described in Schedule B; (b) provide for services other than those described in Schedule B unless the total annual cost of all services to be provided is no greater than the then estimated total cost of the services described in Schedule B; (c) establish reserves or similar funds to undertake any capital or major improvements or additions except as required by law; (d) remove any member of the Board of Managers elected by the owners of Residential Unsold Units except for cause; (e) borrow money or cause their representatives on the Board of Managers to (i) change the insurance coverage on the Property from the coverage described in Schedule B unless the change does not cause an increase in the total annual insurance premiums then due and payable by the Condominium or unless such change is required by the holder of any mortgage on any Residential Unsold Unit or by the insurance carrier insuring the Property to satisfy insurance requirements that are the responsibility of the Board of Managers or (ii) take any action inconsistent with (a), (b), (c) or (d). Furthermore without the consent of the Member of the Board of Managers designated by the Commercial Unit Owner, the Board of Managers may not change or alter the allocation of certain expenses relating to the General Common Elements, as set forth in Schedule B, unless specifically permitted as provided in the Declaration and By-Laws. See **Section Q,"Rights and Obligations of Unit Owners and Board of Managers; Summary of By-laws."**

7. Payment of Real Property Transfer Taxes

Pursuant to Section 11-2104 of the New York City Administrative Code and Section 1404(a) of the New York Tax Law, the New York City real property transfer tax and the New York State real estate transfer tax are the obligation of the seller of real property. The burden of paying those taxes may be modified by contract. As is common in many other condominium developments in New York State, the Purchase Agreement provides that the Purchaser will be required to pay these transfer taxes at the closing. Both New York State and New York City have taken the position that where a purchaser pays either or both of these taxes, such payment constitutes additional consideration to the seller and must be considered in computing the tax due including the amount of any so-called "mansion" tax. In addition, if the Purchaser buys two or more Units (e.g., two (2) Residential Units), the transfer tax for those Units will be computed at the then applicable commercial tax rate, which currently is higher than the residential rate. Please see **Section K, "Procedure to Purchase."**

8. The Commercial Unit

The Commercial Unit Owner has certain special rights under the Declaration including the right to sell, lease or mortgage its Unit without any right of first refusal in favor of the Board of Managers. The Commercial Unit is not, except as required by law, restricted to any particular uses and may be used and changed to be used from time to time, Freely and Without Consent, Payment or Restriction, by the Owner of the Commercial Unit (including Sponsor) for any lawful purpose, except: (a) the Unit may not be used for: (a-1) any use that impairs or threatens the structural integrity of the Building or the life, health or safety of Owners, tenants or occupants of Units; (a-2) any use that violates applicable Laws; (a-3) any use that results in the cancellation or a notice of cancellation of insurance maintained by the Condominium Board; or (a-4) any obscene or noxious purpose, or any purpose that will regularly cause noise in excess of that normally tolerated in a luxury New York City residential condominium building, and (b) no sold Residential Unit or sold Commercial Unit and no portion of the Common Elements may be used in a manner that is an unreasonable nuisance to other Unit Owners or an unreasonable interference with the peaceful possession or proper use or operation of the Units or the Common Elements for their intended or permitted purposes as stated in this Plan and the Condominium Documents (all of the foregoing are designated as **"Prohibited Uses"**). Applicable zoning permits a broad range of uses of the Commercial Unit, including restaurants, food stores, clothing stores, and other retail establishments, whether or not similar to the foregoing. The permitted uses of the Commercial Unit may be noisy, emit odors, involve heavy traffic and cause other effects that need not be compatible with the primary use of the Building for dwelling purposes. Sponsor makes no representation as to what the actual use of the Commercial Unit will be at any time.

The Board of Managers, at the request of the owner of the Commercial Unit, will enter into one or more recognition agreements with any tenant(s) with which the owner of the Commercial Unit has entered into a lease for all or a portion of such Unit. Under such recognition agreement, the tenant will acknowledge that its lease is subject and subordinate to the Declaration and the Board of Managers will agree that the rights of the tenant under such lease will not be disturbed if there is a default by the owner of the Commercial Unit. The Board of Managers will also be required to cooperate with the owner of the Commercial Unit in

connection with the sale, leasing and/or mortgaging of such Unit. Such cooperation shall include execution and delivery by the Board of Managers, without charge to the Commercial Unit Owner, of such documents as may reasonably and/or customarily be required in connection with the sale, leasing or mortgaging of the Commercial Unit.

Without the prior written consent of the Commercial Unit Owner, the Board of Managers will not have the right to change or otherwise affect (i) the means of ingress, egress or access to such Owner's Commercial Unit or (ii) the easements in favor of such Owner to maintain, repair and replace the pipes, conduits or related utility connections between the Commercial Unit and the mechanical or electrical room or other easements granted to such Commercial Owner in the Declaration, or (iii) the use of any shaft area designated on the floor plans to put a flue, duct or utility lines or communication lines deemed necessary or desirable by the Commercial Unit Owner, and (iv) the use of the stairway for access to the roof to repair mechanical equipment servicing such Commercial Unit (subject to notice requirements). The consent of such Commercial Unit Owner to any of the foregoing matters may be granted or withheld in the sole and absolute discretion of such Commercial Unit Owner.

If and to the extent permitted by law and required by the Commercial Unit Owner, one member of the Board of Managers shall join in and execute any filing by the Commercial Unit Owner to allow alterations to any of its space or to allow changes in use and occupancy.

See **Section I, "The Commercial Unit," and Section Q, "Rights and Obligations of Unit Owners and Board of Managers; Summary of By-laws."**

9. Signage

Sponsor has reserved certain "Sponsor's Signage Rights" including the right to enter into agreements with one or more providers of signage and/or advertising services which agreement(s) would permit such providers the right to (i) install, maintain, repair, replace and remove signage on the exterior and roof of the Building, and (ii) to utilize a portion of the Common Elements for such purposes. Certain space on the exterior of the Building is currently leased for signage use. See **Section O, "Rights and Obligations of Sponsor."** Subject to Sponsor's Signage Rights, the Commercial Unit will each have the unfettered and unconditional right, Freely and Without Consent, Payment or Restriction, to install, erect, maintain, repair, alter and otherwise operate all manner of signs on the building walls enclosing such Units. See **Section I, "The Commercial Unit."**

10. Contract Deposits:

Purchaser is to pay a Deposit of 10% of the Purchase Price on signing the Purchase Agreement. See **Section K, "Procedure to Purchase."**

11. "Time of the Essence" Provisions under Purchase Agreement and Plan.

All time periods in the Purchase Agreement or this Plan expressly stated to be a deadline or "TIME OF THE ESSENCE" period or similar words mean that the specified period in which Purchaser must pay or perform an obligation or act, or provide access to Purchaser's

Unit to allow punch list work to be performed, or give a notice is an absolute deadline and cannot be extended by Purchaser, regardless of any inability or other excuse for the delay. For example, under the Purchase Agreement, if Purchaser defaults, Purchaser will be afforded a grace period of 30 calendar days from giving Purchaser written notice of the default within which Purchaser must cure the default. The 30 day grace period is an absolute deadline or "TIME OF THE ESSENCE" period. This means that if the default is not timely cured by Purchaser within the 30 calendar day period (regardless of inability or other excuse for not timely curing the default), Sponsor will have the right to cancel such defaulting Purchaser's Purchase Agreement and retain as liquidated damages the Deposit, together with any interest earned thereon. Purchaser and Sponsor will thereupon be relieved of all further liabilities and obligations thereunder and under the Plan. If the Purchase Agreement is canceled, Sponsor has the right to sell the Unit to others as if the Purchase Agreement had never been made, without accounting to the Purchaser for the proceeds of such sale. See **Section M, "Terms of Sale; Closing of Title to Units."**

12. Liquidated Damages:

If a Purchase Agreement is cancelled based on a default by Purchaser that is not cured within 30 days after written notice of the default is given to Purchaser and the Plan is consummated with the First Closing of a Unit to a bona fide Purchaser, Sponsor's sole remedy shall be: (a) to retain as "liquidated" (i.e., agreed upon) damages, Purchaser's Deposit (but not to exceed 10% of the Purchase Price) together with the interest earned thereon, and (b) to recover the actual Costs and Expenses incurred by Sponsor: (b-1) for such special work (to the extent the payment given therefor, if any, is insufficient), (b-2) to restore the Unit to the condition existing or originally planned to be constructed prior to undertaking the special work, and (b-3) to enforce this provision and collect such amounts. Sponsor, however, may not seek specific performance of the Purchase Agreement. The "liquidated damages" provision limits Purchaser's liability and avoids Purchaser potentially paying Sponsor higher actual damages caused by Purchaser's default (e.g., due to a sale at a price lower than Purchaser's price and added carrying costs, among others) and is an agreement by the parties that the foregoing amounts are fair, reasonable and just compensation under the circumstances. The provision nonetheless is subject to review by a court or other authority having jurisdiction as to whether the liquidated amount is an unenforceable penalty designed to coerce performance of a Purchaser.

13. Payment of Sponsor's Attorneys' Fees and Other Closing Costs

If a Purchaser fails to Close Title on the date set by Sponsor in accordance with this Plan and the Purchase Agreement, or Purchaser is at fault for causing Sponsor to postpone the date scheduled by Sponsor for closing (e.g., Sponsor postpones the Closing Date to remove a title condition because Purchaser fails to timely send Sponsor's attorney written notice of an objection to title at least 10 days prior to the date set by Sponsor for closing (see Section M, **"Terms of Sale; Closing of Title to Units"**), Purchaser will reimburse Sponsor at closing for the Unit's Common Charges and real estate taxes (less any rent for the Unit collected by Sponsor) for the period the closing is delayed, plus per diem interest on the Purchase Price at the rate of 12% per annum, prorated for each day during such period of delay, to compensate Sponsor for loss of potential earnings on the Purchase Price. Purchaser also will pay Sponsor's designated attorney $500 for each default notice and $350 for each time the closing is

rescheduled through no fault of Sponsor. Purchaser will pay the closing fee of Sponsor's attorney of $1,750 if Purchaser closes without financing) or $2,500 (if Purchaser closes with financing). If Purchaser's Institutional Lender or attorney refuses to close title at the office of Sponsor's attorney, Purchaser will pay a travel fee to Sponsor's attorney of $500 (if the closing is held in Manhattan) or $700 (if the closing is held elsewhere in New York City). See **Section N, "Closing Costs and Adjustments."**

14. Working Capital Payment

At the closing of title to a Unit, each Unit Owner will be required to contribute to a Working Capital Fund an amount equal to two (2) months' projected Common Charges for each Unit being purchased, as shown in the Offering Price Schedule (see **Section F, "Offering Prices and Related Information, Schedule A"**), as such projection may change in an Amendment to this Plan filed prior to the First Closing of a Unit. The Working Capital Fund may be used for working capital or any other purposes related to the Condominium, as determined by the Members of the Board. Initially there is no separate reserve fund for the Condominium. No representation is made by Sponsor that any Working Capital Fund will be adequate to cover current or future expenses including repairs or replacements. If additional funds are required over the above any Working Capital Fund, it may be necessary to increase Common Charges or levy a special assessment to cover such costs. See **Section V, "Working Capital Fund."**

15. Status of Amenities at First Closing

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 FCOs are issued by the New York City Department of Buildings ("DOB"). A TCO is intended to indicate that the property conforms substantially to the DOB approved plans and specifications, and to the requirements of all applicable laws, rules, and regulations for the uses and occupancies specified in the TCO. No change of use or occupancy shall be made unless a new certificate of occupancy is issued. All TCOs have an expiration date. A TCO typically expires 90 days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units. In New York City, it is common for sponsors to commence unit closings when some or all units are covered by a TCO rather than a 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 FINAL CERTIFICATE OF OCCUPANCY FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE FCO WITHIN SUCH TWO YEAR PERIOD

WHILE KEEPING THE TCO CURRENT. Unit owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings.

As described in greater detail in the Plan, Sponsor will maintain sufficient funds in escrow to cover the anticipated costs of obtaining a PCO. However, the TCO may lapse for reasons outside Sponsor's control. In the absence of a PCO or TCO, it is unlawful to reside in or rent a Unit and will be difficult for Owners or Purchasers to obtain financing or pass clear title. Furthermore, because Sponsor and the by-laws of the Condominium may permit Unit Owners to undertake renovations to individual Units prior to the procurement of a FCO, such renovations may cause additional delays in the issuance thereof. Notwithstanding the foregoing, Sponsor and its principals are obligated to procure the FCO.

Purchasers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have a FCO. A Factsheet on Certificates of Occupancy is available on the DOB website at: http://www.nyc.cov/html/dob/downloads/pdf/co_factsheet.pdf. See, **Special Risk 17** below and **Section M, "Terms of Sale; Closing of Title to Units."** Also see page 28.

16. Construction Easements, Hours, Disruptions, Inconveniences

In order to permit Sponsor to complete construction necessary for the issuance of a permanent Certificate of Occupancy and to perform other construction obligations under the Plan or a Purchase Agreement, Sponsor and Sponsor's contractors, subcontractors, construction workers and representatives shall have the following rights and easements, among others, with respect to the Common Elements after the First Closing of a Unit: (a) a right and easement of access to, and use of, the Common Elements (including preferential and priority use of an elevator); (b) a right and easement to transport on, across and through the Common Elements, and to temporarily store construction equipment, materials, supplies and debris on portions of the Common Elements considered appropriate by Sponsor or Sponsor's contractors; and (c) the right to temporarily interrupt Building services (including water, heating, cooling, electric, gas, ventilation, plumbing and other Building systems). Sponsor will endeavor to minimize inconveniencing residents of the Building. During this period, the electrical, plumbing, elevator and other HVAC/Mechanical/Utility/Building systems may be temporarily disrupted from time to time as Work is performed or Systems are balanced and adjusted. During the course of completing the construction and build-out of the Common Elements and the Units after the First Closing of a Unit, Unit Owners in occupancy may experience construction noise, dust, debris, temporary interruptions in service and other inconveniences from time to time. Sponsor's contractors, subcontractors and construction workers shall have the right to perform work on Mondays to and including Saturdays, from 7:00 a.m. to 7:00 p.m., except that especially noisy Work will not begin on week days before 8:00 a.m., and except further that work may be performed at any time and on any day in the case of an emergency or to correct a condition that threatens the life, health or safety of Building occupants or to protect property or to provide a required Building service.

17. Sponsor's Financial Resources for Construction and Carry Costs of Unsold Units

Sponsor represents that it has the financial resources: (a) to complete all planned construction of the Units and Common Elements in order to obtain a permanent Certificate of Occupancy for the Building; and (b) to pay for all "carrying costs" (namely, Common Charges, Special Assessments (if any) of the Condominium Board and real estate taxes) of Unsold Units. No bond or security is being provided to secure Sponsor's obligations for said construction or carrying costs, including, without limitation, those obligations specified in "**Rights and Obligations of Sponsor,**" **Section O** of the Plan. Accordingly, Sponsor's ability to meet these obligations will depend on Sponsor's financial resources if and when called upon to perform. See Section O for further discussion.

18. Deposits May Not Be Federally Insured In Excess of $250,000; Purchaser Will Not Receive a Refund of Funds Used by Sponsor for Upgrades or Extras

All Deposits made by Purchasers on account of the purchase of a Unit will be maintained in an attorneys' escrow account at a depository bank, all as more fully described under **Section K, "Procedure to Purchase.**" If an individual makes a Deposit in excess of $250,000 for the purchase of a Unit, or if the amount of such individual's deposits at the depository bank and such Deposit exceed $250,000, the aggregate of such Deposit and all other such deposits will generally not be federally insured in excess of $250,000.

All funds received by Sponsor for upgrades or extras must initially be placed in the escrow account maintained at the depository bank described above. However, Purchasers should note as a special risk that such funds may be released from the escrow account by the escrow agent as long as the Sponsor uses the funds for such upgrades or extras. As a result, if a Purchaser is entitled to rescission, the Purchaser will not receive a refund of any funds used for upgrades or extras.

19. Preferred Title Company

Royal Abstract of New York, LLC, for Stewart Title Insurance Company (the "Preferred Title Company") has agreed to insure, upon the payment by Purchaser of the premium for such insurance, that Purchaser has title to the Unit free and clear of all liens and encumbrances except those set forth in the Plan, subject to the provisions of the Condominium Declaration and By-Laws and any mortgage executed or other encumbrance created by the Purchaser. Notwithstanding Sponsor's designation of the Preferred Title Company as such, the Purchaser will be free to select a title company of Purchaser's choice. See "**Closing Costs and Adjustments**" and "**Terms of Sale-Closing of Title to Units**" for details.

20. Management Agreement

Prior to the First Closing, the Condominium Board will enter into a management agreement with Safeguard Realty Management, Inc. 138 West 25th Street, 4th Floor, New York, NY 10001, on the terms described in **Section W, "Management Agreement, Contracts and Leases.**" See "**Identity of Parties.**"

21. Reservation of "Sponsor's Communications Rights"

Sponsor has reserved certain communication rights ("Sponsor's Communications Rights"), including the right to enter into agreements with one or more providers of communications equipment and services, such as, without limitation, cellular equipment, cable, internet, satellite dish and similar or dissimilar equipment and/or Facilities, which would permit such providers the right to: (i) install, maintain, repair and replace their equipment on the roof of the Building, (ii) install, maintain, repair, replace and remove wires, conduits, cables, ducts, connective equipment and such other equipment whether similar or dissimilar, in and through the General Common Elements, and (iii) use a portion of the General Common Elements for equipment. Sponsor shall be entitled to retain any revenues from any such provider. Sponsor shall also have the right to grant to the Commercial Unit any of the foregoing in connection with any legally permitted use of its Unit. See **Section O**, "**Rights and Obligations of Sponsor**" for details.

22. Calculation of Residential Unit Area.

The approximate physical area of each Residential Unit and the Commercial Unit, taken horizontally, shall extend to: (i) the exterior face of any exterior walls directly enclosing the Unit, except that the Unit shall not extend beyond the property line; (ii) the centerline of any wall or partition separating the Unit from another Unit; (iii) the non-Unit side of any wall or partition separating the Unit from any corridor, stairs, or mechanical equipment space, where those elements do not exclusively serve the Unit; (iv) the shaftway side of any wall or partition separating the Unit from the elevator shaft except where the elevator stop at the floor of the Unit exclusively serves the Unit, in which case the shaftway shall be included in the area of the Unit. Vertically, each Unit shall consist of the space between the top of the concrete slab or wood subfloor at the lowest floor level of the unit to the underside of the subfloor or sheathing of the floor or roof above the highest floor of the unit.

These calculations are not based upon measurements from interior surfaces of interior walls and the usable area comprising a Unit is thus significantly less than the area listed in Schedule A.

23. Views From Units (Light and Air); Noise and Construction Inconveniences from Other Sites.

The Building is located in a changing neighborhood in the Flatiron District in Manhattan. Because nearby sites may be developed with new buildings or the buildings thereon may be reconstructed with additional floors, the views and "light and air" from any Unit at the time of purchase or closing of title may change and become obstructed. No representations are made or assurances given that the view or views from any Unit will remain as they are as of the date of this Plan or the date of closing of title to a Unit, or thereafter. In addition, Unit Owners may experience the noise, disruption, dust and other inconveniences associated with nearby construction. Purchasers are advised that properties in the immediate vicinity of the Building are being developed or could be developed.

24. Limited Period to Send Notice of Claim or of Latent Construction Defect

24.1 Notice of Claim. The Sponsor's obligation is to construct the Building in accordance with all applicable codes and the Sponsor's filed plans and specifications, and any conflict between disclaimers set for the in the Offering Plan and the Sponsor's obligation to construct the Building in accordance with all applicable codes and Sponsor's filed plans and specifications shall be resolved in favor of the latter, subject to the notice and other requirements set forth in the Plan. See **Section O, "Rights and Obligations of Sponsor."**

Sponsor's agreement to indemnify the Condominium Board and Unit Owners from and against suits or proceedings arising out of Sponsor's acts or omissions is conditional upon any Independent Board Member (on behalf of the Board) or an affected Unit Owner (as applicable) promptly notifying Sponsor in writing of any claim, suit or proceeding for which indemnity is sought, but in no event shall Sponsor receive such notice, together with any complaint or petition (as applicable) as to which Sponsor is not directly served with process therein, later than fifteen (15) calendar days after the complaint or petition (as applicable) in such suit or proceeding is served on or received by any Independent Board Member (on behalf of the Condominium Board) or said affected Unit Owner, respectively. Such fifteen (15) day period is a "TIME OF ESSENCE" or deadline period. See **Section O, "Rights and Obligations of Sponsor**."

24.2 Notice of Latent Construction Defects. Sponsor's Obligation to correct Latent Construction Defects in a Unit is conditional upon Sponsor receiving a Defect Notice thereof signed by Purchaser within a deadline of three (3) months after the closing of title to the Unit, except in the case only of a Latent Construction Defect in a Unit that is not reasonably ascertainable within such three (3) month deadline period, Sponsor must receive the Defect Notice within an extended deadline of three (3) months after the end of a reasonable period of discovery thereof or three (3) months from when and if sooner discovered, but in no event shall Sponsor receive the Defect Notice later than one (1) year after the closing of title to the Unit. Sponsor's Obligation to correct Patent or Latent Construction Defects in the Common Elements is conditional upon any Independent Board Member sending Sponsor a Defect Notice thereof within a deadline of three (3) months after the Independent Board. Members comprise a majority of the Board Members or completion of the affected portion of the Common Elements or Title Closing of a Unit in which such affected portion of the Common Elements is located, whichever is later, except in the case only of a Latent Construction Defect in the Common Elements that is not reasonably ascertainable within the foregoing applicable three (3)-month deadline period, Sponsor must receive the Defect Notice within an extended deadline of three (3) months after the end of a reasonable period of discovery thereof or three (3) months from when and if sooner discovered, but in no event shall Sponsor receive the Defect Notice later than one (1) year from the date of issuance of a permanent Certificate of Occupancy of the Building or the date the Independent Board Members comprise a majority of the Condominium Board, whichever is later. "TIME IS OF THE ESSENCE" to send the Defect Notice within the applicable deadline period.. See **Section O, "Rights and Obligations of Sponsor**," for definitions and discussion.

24.3. Remedies for Construction Defects.

If Sponsor defaults in Sponsor's Obligations to correct Construction Defects, the sole remedies of a Purchaser (for Construction Defects in Purchaser's Unit) or the Condominium

Board (for Construction Defects in the Common Elements) are to file a complaint with the New York State Department of Law regarding Sponsor's failure to fulfill its Obligations with respect to Construction Defects, or to commence an action for specific performance to compel Sponsor to repair, replace or otherwise correct the Construction Defects. Sponsor's Obligations with respect to Construction Defects are only as set forth in **Section O, "Rights and Obligations of Sponsor**." The foregoing, however, shall not limit liability for losses or damages based on common law fraud or arising under Article 23-A of the General Business Law or Section 63 of the Executive Law. Sponsor shall be excused, released and discharged from Sponsor's Obligations for Construction Defects in a Unit or the Common Elements if reasonably continuous access thereto by Sponsor and Sponsor's Agents, Employees and Contractors is prevented and is not given within a deadline of thirty (30) calendar days after written notice thereof is mailed by certified mail (return receipt requested) or hand delivered, respectively, to the Purchaser of such Unit or an Independent Board Member ("TIME BEING OF THE ESSENCE"). See **Section O, "Rights and Obligations of Sponsor**."

25. Insurance to be Maintained by Condominium Board

The insurance to be maintained by the Condominium Board will include the cost to replace the Common Elements, including the Building walls, Unit boundary walls and base floors of the Building, following a fire or other casualty based on an "agreed amount replacement cost endorsement". Under this endorsement, the insurance carrier agrees to reimburse the Condominium Association for losses up to the full amount of the policy limit, regardless of the actual cost of replacement. The effect of the endorsement is to waive any claim the insurer might otherwise have for co-insurance whereby the Condominium Association would bear a portion of the cost of replacement. The endorsement, however, does not mean that the Condominium Board would necessarily receive sufficient proceeds to actually fully rebuild or restore the Building in the event of its total or substantial destruction. The Condominium Board will be responsible to periodically review the amount of casualty insurance for the Building's Common Elements to insure that the amount of coverage is sufficient, See **Section G. Schedule B, "Projected Budget 1st Operational Year"** and Notes to Schedule B for discussion.

26. Insurance that may be Maintained By Unit Owners.

The Condominium Association's insurance will not cover losses to the furniture, furnishings, personal belongings, fixtures, cabinets, appliances or other improvements or contents of, or within, a Unit, including wall and floor coverings, window treatments and other decorations. Each Unit Owner will be responsible to obtain and pay for insurance covering these items, if desired. In addition, the liability insurance to be maintained by the Condominium Board will cover claims for personal injury and property damage arising from occurrences on the Common Elements, but not within the Units or on a Unit's Terrace. Unit Owners may be jointly and severally liable for occurrences in, on or caused by the Common Elements to the extent the liability insurance maintained by the Condominium Board is inadequate or does not cover the risk. Each Unit Owner will be responsible to obtain and pay for liability insurance to protect against claims for occurrences within a Unit or on a Unit's Terrace, if desired. See Section R, "Rights and Obligations of Board of Managers; Summary of Bylaws," for discussion.

27. Lot Line Windows.

Purchasers should note that Units on Floors 2 through 10 will have some lot line windows along the side property lines. If a building is built, rebuilt or extended on a parcel adjacent to the Building, it may block the lot line windows. If the lot line windows are blocked, the Board will seal the windows and the cost thereof shall be a Common Expense, except for the cost of interior finishes which shall be a Unit Owner's responsibility. The currently cost of closing a lot line window is roughly estimated to be approximately $4,000 per opening (including protection, scaffold, demo, masonry, and interior finishes), although the actual cost could be higher. Because another window in each bedroom with lot line windows permits the Unit to meet the light and air requirements of local codes, sealing of the lot line windows would not affect the legal use of these bedrooms. All lot line windows will be double-glazed, with one sheet of glazing being tempered glass, configured as shown in the Description of Property and Specifications set forth as Exhibit 4 in Part II of the Plan. Each lot line window will be protected at the interior with a sprinkler head.

28. Window Guards.

Each owner of a Residential Unit will be responsible for the installation of window guards at such Unit Owner's cost and expense, if such installation is required by applicable law. Purchasers are advised that window guards are required if children under the age of 10 will reside in the Residential Unit. At the closing of title, each Purchaser will be required to execute and deliver to Sponsor a statement as to whether any children under the age of 10 will reside in the Unit. If children under the age of 10 will reside in the Unit, Sponsor will cause window guards to be installed in the Unit and the Purchaser will be required to reimburse Sponsor for the cost of such installation. No Purchaser with any children under the age of 10 will be permitted to occupy a Residential Unit until and unless window guards have been installed in the Unit. The windows at floors 2 through 10 will be new aluminum windows with limit-stops to prevent the windows from opening more than four inches (4"), and accordingly no window guards are required or provided for such windows.

29. Easements.

Survey of Earl B. Lovell – S.P. Belcher, Inc. dated 1/21/1949, as updated, notes fire escape stairs with respect to which easement rights may exist, but no such easement has been found of record.

30. Interstate Land Sales Full Disclosure Act.

Sponsor has determined that the offering of condominium units pursuant to this Plan for 34 West 17th Street Condominium, as presently configured, qualifies for an exemption under the Interstate Land Sales Full Disclosure Act ("ILSA"). ISLA provides exemptions to its registration and disclosure requirements in 15 IRC §1702. The ISLA was amended effective March 25, 2015 to exempt the sale or lease of "condominium units" not otherwise exempt under 15 U.S.C. 1702(a) from ILSA registration and disclosure requirements. See **Section B, "Introduction."** The Office of the Attorney General of the State of New York has not verified or approved the content of the offeror's ILSA disclosure.

31. Floor Area Development Rights.

The Building, when renovated as described herein, may contain less floor area, as defined in the Zoning Resolution of the City of New York, than is now permitted to be constructed on the Land, and Sponsor reserves the right to transfer such excess floor area, if any, which may exist or may come into existence as a consequence of zoning or other governmental changes ("Unused Development Rights") and any additional and bonus development rights that may become appurtenant to the Property (together, the "Excess Development Rights") to another parcel, in accordance with the requirements of the Zoning Resolution. The result of Sponsor's retention of Excess Development Rights will be to prohibit the Sponsor from increasing the bulk of the Building, including any increase to the floor area and height of the Building. Without limitation of the foregoing, Sponsor may elect to grant to a neighboring property (i) a "Light and Air Easement," which shall mean the right of the neighboring property, in perpetuity, to use certain air space over the Building for light and air, and (ii) temporary easements to use such portions of the Property as are required for the construction, alteration or development of the neighboring property. Sponsor shall have the right to require the Board to execute a Zoning Lot Development and Easement Agreement, and all other documents required to effect such transfers and grants. Should a neighboring property be developed, if that development incorporates Excess Development Rights transferred by the Sponsor, it may be taller than the Building. In the event that Excess Development Rights are transferred by the Sponsor, as permitted by the Zoning Resolution, to a parcel other than a neighboring property (as currently configured), or to a neighboring property if its current lot were expanded, it is possible that the development of such parcels could impact certain Building windows or the light through same, but the extent of that impact cannot be determined at this time. See **Section X, "Floor Area Development Rights."**

32. Delay in First Closing.

The Sponsor anticipates that the first closing of a Unit will occur by January 1, 2017. Purchasers will be offered a right of rescission if: (i) the actual date of closing of title to the first Unit; or (ii) the projected date of closing of title to the first Unit occurs later than January 1, 2018, twelve months after the projected date for the first closing. If the Plan is amended to provide for a later projected date for the first closing, Purchasers will be entitled to an offer of rescission if the first closing occurs more than 12 months beyond that amended, later date. If an offer of rescission is granted in such circumstances, the Purchaser shall have at least fifteen (15) days from the presentation of such offer of rescission within which to elect to rescind.

Purchasers should note that even if the first closing occurs on or before January 1, 2017 (or such other date projected as the date of commencement of the operation at the time the Purchase Agreement was entered into) or within the twelve month period thereafter, the closing of subsequent Units may be substantially delayed beyond such dates if a TCO has not been issued for such Units or for the floor on which such 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 the Sponsor for damages or losses as a result of such delays and will not be excused from paying the full Purchase Price for the Unit. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE

POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT. In the event however, Sponsor cannot convey title to the Unit on or before January 1, 2018, (or within twelve months from such other date projected as the date of commencement of the operation at the time the Purchase Agreement was entered into), affected Purchasers will be afforded the right of rescission.

33. Home Office.

Home office space may not be used for bedroom, dining room or any other use considered as being a habitable space as defined by the New York City Building Code. Any use of such space for living or sleeping may result in a violation agains the Building being issued by the New York City Department of Buildings, and a fine being imposed.

B. INTRODUCTION

Purpose of the Plan

34 17th Street Project LLC (the "Sponsor") presents this offering plan (the "Plan") for the condominium ownership of the building known by the street address 34 West 17th Street, New York, New York (the "Building") and the parcel of land on which it is situated (the parcel of land and Building are collectively called the "Property") under the provisions of the Condominium Act (as hereinafter defined). The Condominium will be known as **"34 West 17th Street Condominium."**

The purpose of this Plan is to set forth all of the material terms of the offer to establish the Property as a condominium and to sell Units therein.

The Plan is presented in two parts which together constitute the entire Plan. Part I sets forth a description of the material terms of the offer and Part II contains, among other things, a description of the Property and the basic documents necessary to create the Condominium and effectuate the provisions of the Plan.

The Plan may be amended from time to time upon the filing of an amendment with the Department of Law of the State of New York ("Department of Law"). Amendments will be served on (i) Purchasers who have executed and delivered Purchase Agreements to the Sponsor and who are not in default, (ii) Unit Owners and (iii) any other person entitled to service pursuant to local law or regulation (collectively "Offerees"). See "**Changes in Prices or Units.**"

The Sponsor and its Interest in the Property

The Sponsor is 34 17th Street Project LLC, a New York limited liability company. See "**Identity of Parties.**" Sponsor acquired the Property by deed dated as of 1/20/15, and recorded 2/4/15 as CRFN 2015000038002.

Property to be Submitted to Condominium Act

The statute concerning condominiums in effect in the State of New York pursuant to which the Condominium will be organized is Article 9-B of the Real Property Law of the State of New York, as amended, commonly known and herein referred to as the "Condominium Act." On or before the Closing Date the Property will be submitted to the provisions of the Condominium Act by Sponsor's recording the Declaration and By-Laws set forth in Part II of the Plan and filing the Floor Plans in the Office of the City Register, in New York County. The Condominium is subject to and complies with the Condominium Act. From and after the date of recording the Declaration, Sponsor will be the owner of each of the Units until each is sold or conveyed.

Offer of Condominium Units

Sponsor is reserving an unconditional right to rent rather than sell the Units after consummation of the Offering Plan. Sponsor will, in good faith, endeavor to sell in a diligent and timely manner the Residential Units.

Sponsor's ability to sell Units in an amount sufficient to (i) pay its expenses of the development and construction of the Condominium and sales of Units (including, without limitation, expenses attributable to construction costs, architectural fees, overhead, general conditions, sales, marketing, legal fees, taxes, administration and interest), and (ii) make a profit on its investment in the Condominium, will all have a bearing on the price at which Sponsor is willing to sell its Units.

If Sponsor makes a bulk sale of some or all of its Unsold Units, the transferee successor to Sponsor shall be bound by Sponsor's representations regarding its commitment as set forth above to sell Units.

The Sponsor hereby offers for sale nine (9) Residential Units and one (1) Commercial Unit on the terms and conditions set forth in the Plan.

The prices of the Units are set forth in **"Schedule A - Prices of Units."** These prices have been set by the Sponsor and are not subject to review or approval by the Department of Law or any other governmental agency.

The Property is currently situated in a C6-4A (R10A equivalent) zoning district. Neither the Condominium Board nor the Residential Unit Owners will have any right to restrict or limit any lawful use of the Commercial Unit, except as provided herein and in the Declaration and Bylaws of the Condominium. No representation or warranty is made as to who the owner(s) or tenant(s) of the Commercial Unit may be at any time or as to the uses to which the Commercial Unit may be put at any time. It is noted that applicable zoning permits a broad range of uses of the Commercial Unit, including, by way of example only and not by way of limitation, office use, use as an eating and/or drinking establishment and use for retail or service establishments. However, the Commercial Unit shall not be used for any obscene or noxious purpose, or any purpose that will regularly cause noise in excess of that normally tolerated in a luxury New York City residential condominium building.

The Condominium floor plans set forth in Part II of the Plan show a number of typical floors. Purchasers should refer to the sections of the Plan entitled "**Changes in Prices and Units**" and "**Rights and Obligations of Sponsor**" for a discussion of the right of Sponsor to make changes to the Units.

The Property and the Units therein are being sold in the condition described in the "Description of Property and Specifications," Exhibit 4 in Part II of the Plan, and Sponsor will not have any obligation to make any alterations, repairs or improvements except as is expressly provided in the "**Description of Property and Specifications**" or in the "**Rights and Obligations of Sponsor**" Section of Part I of the Plan.

The Interstate Land Sales Full Disclosure Act ("ILSA") is anti-fraud legislation which generally applies to the sale or lease of lots in a subdivision using any means of interstate commerce. Unless the sale or lease is exempt under ILSA, the developer must register with the Department of Housing and Urban Development ("HUD"). If ILSA applies, the developer cannot sell or lease lots until the subdivision is registered and a Statement of Record is in effect with HUD, and until the purchaser is given a Property Report, both as defined by and in

accordance with ILSA and applicable regulations. Pursuant to 24 C.F.R. §1701.1, "lot" means any portion, piece, divisions, unit, or undivided interest in land located in any State or foreign country, if the interest includes the right to the exclusive use of a specific portion of the land. "Lot" previously included condominiums, accordingly to the HUD Guidelines for Exemptions. The ILSA was amended effective March 25, 2015 to exempt the sale or lease of "condominium units" not otherwise exempt under 15 U.S.C. 1702(a) from ILSA registration and disclosure requirements. Accordingly, the Property and offering of condominium units proposed herein, as presently configured, is fully exempt from the application of ILSA. The Office of the Attorney General of the State of New York has not verified or approved the content of the Sponsor's ILSA disclosure.

Features of Condominium Ownership

The ownership of a Residential Unit is similar in many respects to the ownership of a private home. Each Unit Owner owns fee title to his Unit and is entitled to the exclusive possession thereof and the exclusive use of the Limited Common Elements, if any, appurtenant to such Unit Owner's Residential Unit. Each Unit Owner also owns in common with other Unit Owners an undivided interest in the Common Elements known as his Common Interest. Each Unit Owner must pay Common Charges with respect to his Unit in accordance with New York Condominium Act, RPL Section 339(i) and (m) based, in general, upon the percentage of Common Interest allocated to his Unit relative to the Condominium's Common Expenses. The Common Elements, as more particularly described in the **"Rights and Obligations of Unit Owners**" Section in Part I of the Plan and in the Declaration set forth in Part II of the Plan consist of the General Common Elements, and the Limited Common Elements. The Common Elements include the Land, the roof, the foundation, the supports of the Building and all other parts of the Property, other than the Units. Limited Common Elements are devoted to use by less than all of the Unit Owners, as provided in the Declaration. All Common Elements used exclusively by or which service two or more Units may be designated as Limited Common Elements. Sponsor has the right to designate portions of the Common Elements as Limited Common Elements in connection with the combining or subdividing of Units.

The Residential Units may be used solely for dwelling purposes and such "home occupation" use under the Zoning Resolution of the City of New York as may be permitted by law.

Subject to certain conditions contained in the By-Laws, each Unit Owner may mortgage his Unit with a lender to secure a loan in such amount as he chooses (see "**Procedure to Purchase**"). Each Unit is separate and is not subject to the lien of any mortgage placed by other Unit Owners on their respective Units.

Sponsor is not offering to arrange institutional financing or to act as agent for any lender with respect to the financing of Units under this Plan. Sponsor may provide certain banks with information regarding the Building, the Units and the Plan, including the Declaration and Bylaws and all documentation contained in the Plan, and these banks are referred to herein as a "Preferred Lender" if so designated by Sponsor. Sponsor has designated Wells Fargo Bank, N.A. as the Preferred Lender. Commercial and savings banks as well as some savings and loan associations may make loans to help Purchasers finance the acquisition of their Units. Each

institution, including the Preferred Lender, has its own lending policies and credit requirements. **A Purchaser who executes a Purchase Agreement without a completing and executing a Mortgage Contingency Rider (Exhibit B to the Purchase Agreement) will remain obligated under the Purchase Agreement even if Purchaser is unable to obtain financing. The Sponsor makes no representation or warranty that institutional financing will be available to Purchasers from the Preferred Lender or any other lender, or as to the terms and conditions upon which financing might be available.** Each Purchaser is advised to check with the institution of his choice to determine the availability of financing. Notwithstanding any provisions in the Plan to the contrary, a Purchaser may elect that such Purchaser's Purchase Agreement shall be contingent upon the issuance to Purchaser of a Commitment for a loan from the Preferred Lender, Wells Fargo Home Mortgage, for a portion of the Purchase Price, in accordance with the terms of the Mortgage Contingency Rider attached to the Purchase Agreement as Exhibit B thereto, provided and only in the event that Purchaser makes application to Wells Fargo Home Mortgage, Att: Stephen Lascher, Sales Manager, Private Mortgage Banking, 530 Fifth Avenue, 15th Floor, New York, NY 10036, within ten (10) days from the date the Purchase Agreement is fully executed by the parties, and returned to Purchaser, and provided further that Purchaser shall diligently, truthfully and in good faith pursue the loan applied for. Purchaser shall be required to furnish and execute all documents and shall pay all costs and expenses required by Preferred Lender to process the application and issue a Commitment, and otherwise comply with the terms of the Mortgage Contingency Rider. The obligations of a Purchaser under a Purchase Agreement are not conditioned on obtaining financing. Any prospective Purchaser who executes a Purchase Agreement and does not obtain financing may lose his or her deposit if he or she is unable to otherwise raise the monies for the balance of the Purchase Price. Prospective Purchasers who require financing are advised to consult with a lending institution before execution of a Purchase Agreement. No representation is made by the Sponsor as to the availability or cost of such financing.

A Unit Owner may decorate the interior of his or her Unit in any way such Owner desires, subject to compliance with the By-Laws and the Rules and Regulations thereunder. Except for compliance with law, there are no limitations or restrictions upon the right of the Commercial Unit Owner or the Sponsor or its designees to decorate or alter their respective Units. A Unit Owner will be responsible for the cost of maintenance and interior repairs to his Unit.

The Sponsor will make application to divide the Property into separate tax lots for each Unit and its Common Interest, which Unit (and its Common Interest) will then be taxed as a separate tax lot for real estate tax purposes. Once a separate tax lot is established for a Unit and apportionment of the assessed valuation of the Property to a Unit is officially made, a Unit Owner will then be responsible for the payment of the real estate taxes on his Unit but not any other Unit and his Unit will not be affected by virtue of nonpayment of real estate taxes with respect to any other Unit. The amount of the tax assessed against any Unit will depend upon various factors affecting value, including but not limited to, square footage, location, purchase price and other factors taken into consideration by the taxing authorities. Until the Units are separately assessed as described above, real estate taxes assessed against the Property will be treated as a Common Expense; each Unit's share of such Common Expense will be calculated as described in Footnote 5 to Schedule A.

With certain exceptions, any sale or lease of a Residential Unit will be subject to a right by the Condominium to acquire or lease such Unit or to produce a third party to acquire or lease such Unit on the same terms as were offered to the owner of such Unit. There is no right of first refusal in favor of the Condominium Board in connection with the sale, lease or mortgaging of the Commercial Unit. Purchasers are advised that, subject to certain exceptions (including the sale or lease of Units by Sponsor and the Commercial Unit Owner) more fully described in the Section of the Plan entitled "**Rights and Obligations of the Board of Managers,**" while the Condominium Board has certain rights of first refusal in the case of the sale or lease of Units, the Condominium Board does not have the power to approve or disapprove either purchasers or lessees of Residential Units. The Condominium Board has neither a right of first refusal nor the power to approve or disapprove the purchasers or lessees of the Commercial Unit. There is no limit on the number of Unit Owners who may purchase for investment rather than for personal occupancy and there may always be a substantial percentage of Unit Owners who do not reside in their respective Units.

Sponsor has committed in this Plan to surrender control of the Residential Members of the Board of Managers at the earlier to occur of (i) the closing of the sale of Residential Units having an aggregate Common Interest at least 50% of the Common Interests of all Residential Units or (ii) five years from the date of the First Closing. As long as Sponsor owns one Residential Unit it shall be entitled to designate one Residential Member of the Board of Managers. In addition, the By-Laws provide that from and after the date that Sponsor surrenders control of the Residential Members of the Board of Managers in accordance with the foregoing provision, a majority of the Residential Members of the Board of Managers must be owner-occupants or members of owner-occupants' households who are unrelated to Sponsor and its principals. Purchasers should be aware that so long as Sponsor owns the Commercial Unit, Sponsor shall always have the right to designate the Commercial Member of the five-member Board of Managers.

The Sponsor and its designees may sell or lease all or any portion of their Units without any restriction or limitation imposed pursuant to the Declaration or By-Laws. The Commercial Unit Owner (including Sponsor) may sell or lease any portion of such Owner's Commercial Unit as if it was a separate commercial property without any restriction or limitation imposed pursuant to the Declaration or By-Laws. (See "**Rights and Obligations of Unit Owners and Board of Managers; Summary of By-Laws**").

Operation and management of the Condominium will be vested in the Board as more particularly set forth in the By-Laws. Each Unit Owner is obligated to comply with the Declaration, the By-Laws, Rules and Regulations and any other requirements of the Board of Managers. Subject to Sponsor's rights, each Unit Owner will have a right to vote for its members of the Board as provided in the By-Laws. The Board will determine the amount of Common Expenses. Common Expenses include without limitation the expenses of maintaining and operating the Common Elements and the other expenses set forth in Schedule B. Each Unit Owner will be required to pay Common Charges in accordance with Sections 339-i and 339-m of the New York Real Property Law. In general, each Unit Owner will be required to pay his proportionate share (which share is based generally on the Common Interests of such Unit) of expenses incurred by the Condominium Board that are applicable to the Common Elements.

At least monthly, the Board will assess such Common Charges against each Unit Owner to meet expenses, including Common Expenses. See "**Definitions**" and "**Rights and Obligations of Unit Owners and Board of Managers; Summary of By-Laws**" for a description of the Common Elements, including the General Common Elements. Certain Common Elements are restricted for use by individual Unit Owners and are referred to as "Limited Common Elements."

Each Unit will be individually metered for electricity, and the owners of such Unit will be responsible for the cost of electricity consumed in such Unit. The cost of electricity consumed in the Common Elements will be shared by Unit Owners in accordance with the method of payment detailed in Schedule B. See Section G. The estimated amount thereof has been included in the budget for the first year of Condominium Operation. Electricity serving the Common Elements will be separately metered. Water and sewer service will be supplied to the Building and charges will be levied on the basis of a master meter, however water for the Commercial Unit is separately submetered and the cost thereof will be paid by the Commercial Owner.

Heat for each Unit will be provided by heat pumps mounted on the roof over the Mechanical Equipment Room, and distributed through air handlers within each Unit, and controlled by a programmable thermostat in the Unit they serve, and the cost of electricity, maintenance, repair and replacement shall be each Unit Owner's expense. Heat for the Lobby will be provided by another roof-mounted heat pump, distributed and controlled similarly, and the cost of electricity, maintenance and replacement will be included in Residential Common Charges. This system will also provide air conditioning. A full description of the Building heating and cooling system is set forth in the "Description of Property and Specifications," Exhibit 4 in Part II of the Plan.

In the opinion of counsel to the Sponsor, under present income tax laws, a Residential Unit Owner substantially like a homeowner, may deduct from income for federal, New York State and New York City income tax purposes, a portion of the real estate taxes paid with respect to a Residential Unit and a portion of the interest paid on the mortgage, if any, on a Residential Unit, but subject to the limitations, conditions and restrictions discussed in "**Counsel's Tax Opinion**". For the most part a Residential Unit Owner may only deduct interest on debt incurred to acquire a principal residence or a designated secondary residence subject to certain limitations (See "**Counsel's Tax Opinion**").

The Condominium shall maintain fire insurance policies insuring the Building (but not including appliances or any furniture, furnishings or other personal property in the Unit) covering the interests of the Condominium, the Board, all the Unit Owners and their mortgagees as their respective interests may appear, in an amount equal to at least eighty percent of the full replacement value of the Building exclusive of excavation and foundations and deduction for depreciation. However, the First Year's Budget has been based on an agreed amount replacement policy covering the Building. The coverage under such policy waives any co-insurance provision. Each Unit Owner is advised to insure the interior of his own Unit and the contents thereof, including, but not limited to, appliances, furniture, furnishings, or other personal property within the Unit. In addition, a Unit Owner may obtain insurance covering his liability to others for personal injury or property damage occurring within or to his Unit.

Miscellaneous

The Plan (including all Schedules and Parts A, B and C of the Exhibits submitted by the Sponsor to the Department of Law) constitutes the entire offer of Sponsor. Copies of the Plan, and Parts A, B, C and D of the Exhibits referred to above, are available to prospective Purchasers and their attorneys for inspection without charge and for copying at a reasonable charge, at the office of the Selling Agent during regular business hours, and if and when a sales office is maintained at the Property, then at such sales office. Copies of the Plan and all Exhibits will also be available for inspection and copying at a reasonable fee at the Department of Law, 120 Broadway, 23rd Floor, New York, NY 20171.

The Plan is offered only to individuals who are 18 years of age or older and who reside in the State of New York, or other entities with offices in the State of New York.

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

C. DEFINITIONS

"Board" or "Board of Managers" means the Board of Managers of the Condominium.

"Building" means the building located on the Land.

"By-Laws" means the By-Laws governing the operation of the Condominium, the form of which is set forth in Part II of the Plan, as the same may be amended from time to time.

"Closing Date" means the date of closing pursuant to the Plan, unless another closing date is set forth in an Agreement covering a Unit, in which event such other date shall be the Closing Date for such Unit.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commercial Common Elements" means areas of the facade used for lighting by the Commercial Unit Owner and Utility Facilities serving only such Unit, and other areas so described in the Declaration.

"Commercial Member" means a member of the Board elected or designated by the Commercial Unit Owner.

"Commercial Unit" means the Commercial Unit that is situated in a portion of the cellar and 1st floor of the Building, which is designated as such in the Declaration and Floor Plans.

"Commercial Unit Owner" means the owner of the Commercial Unit.

"Common Charges" means any charges assessed by the Board against any Unit Owner.

"Common Elements" include the General Common Elements and the Limited Common Elements.

"Common Expenses" means all costs and expenses incurred or paid generally by the Board in connection with the operation of the Condominium which, pursuant to the Plan, the Declaration and the By-Laws, are, except as set forth in the Plan and the Condominium By-Laws, to be paid by the Unit Owners in proportion to their Common Interests, as summarized in "**Rights and Obligations of Unit Owners and Board of Managers; Summary of By-Laws**" and as more fully described in the Declaration and the By-Laws.

"Common Interest" means the proportionate undivided interest expressed in numerical percentages in the Common Elements pertaining to each Unit as determined in accordance with the Declaration. The total of all Common Interest percentages pertaining to all Units equals 100%. Common Interest is the basis of determining, among other things, a Unit

Owner's voting power and, in general, as to Common Expenses, liability for a share of such Common Expenses and share of any distributions upon termination of the Condominium.

"Condominium" means 34 West 17th Street Condominium.

"Condominium Act" means Article 9-B of the Real Property Law of the State of New York as the same may be amended from time to time.

"Condominium Documents" means collectively this Plan, the Declaration and the By-Laws and the Rules and Regulations thereunder, as the same may be amended from time to time.

"Communications Rights" means right reserved to the Sponsor as described in Section O, "Rights and Obligations of Sponsor."

"CPI Factor" shall mean the increase in the CPI Index from the year in which the Plan is declared effective to any fiscal year in which the expense is incurred.

"Declaration" means the Declaration of Condominium, a copy of which is set forth in Part II of this Plan, as the same may be amended from time to time.

"Defect Notice" means a notice of defect as defined in Section O, "Rights and Obligations of Sponsor."

"Delay Period" means the day beginning with the originally scheduled Closing Date through and including the actual Closing Date.

"Department of Law" means the Real Estate Financing Bureau Department of Law, 120 Broadway, 23rd Floor, New York, New York.

"Exhibits" means collectively Exhibits A, B, C and D which were submitted to the Department of Law in connection with the submission of this Plan to such Department.

"First Closing" or "closing of title to the First Unit" or words of similar import means the closing of title to a Unit to a bona fide purchaser pursuant to the Plan.

"Floor Plans" means the condominium floor plans of the Building, to be filed with the Office of the City Register, New York County, simplified copies of which are reproduced in Part II of the Plan.

"Force Majeure" means weather, floods, epidemics, quarantine restrictions, strikes, lockouts, acts of God, freight embargoes, shortages of or inability to obtain materials, equipment or labor, governmental restrictions or preemption, damage by fire or the elements, or any other cause over which the Sponsor has no material and direct control.

"Freely and Without Consent, Payment or Restriction" means and includes, unless otherwise expressly provided: (a) unfettered and unconditional; (b) without consent or approval of the Condominium Board or other Unit Owners or mortgagees of Units; (c) without paying any

kind of fee, rental, charge, imposition or other sum to the Condominium Board, or its Managing Agent, attorneys or other professionals or consultants, or to Units Owners; and (d) without complying with any kind of work rule, restriction, requirement or limitation of the Condominium Board or other authority, other than (i) the restriction against Prohibited Uses and (ii) the requirements to comply with all applicable Laws and any other expressly stated restriction, requirement or limitation, including, for Commercial Unit Owner other than the Sponsor, compliance with all provisions of the Condominium Alteration Agreement excluding those provisions requiring Board consent to the work proposed.

"General Common Elements" means the Land and all parts of the Building, other than the Units, the Residential Common Elements and the Limited Common Elements. The General Common Elements include the foundations, roof and supports of the Building, certain columns, walls, exterior windows, doors, beams, supports, all joists, floors, vents, partitions and ceilings on or under the Building (to the extent the same are not expressly included as part of a Unit or the Residential Common Elements or the Limited Common Elements) and all other parts of the Property, areas or facilities, apparatus and installations for the common use of the Units and the Unit Owners and all other parts of the Property included as "General Common Elements" under the Declaration. The General Common Elements shall include the Utility Facilities, certain cellar space, including rooms for compactor trash, cleaning equipment storage rooms, and any other area so described in the Declaration.

"Independent Board Member" means any member of the Condominium Board who has no family, employment or business relationship or affiliation with Sponsor, an Unsold Unit Owner or a Related Party to Sponsor or an Unsold Unit Owner. Generally, the Independent Board Members are the Unit Owners, occupants or tenants of Units or their respective family members or Related Parties.

"Insurance Trustee" means a New York State bank or trust company or savings institution designated by the Board as insurance trustee pursuant to the provisions of the By-Laws.

"Land" means the parcel of land upon which the Building is situated, as more fully described in the Declaration.

"Limited Common Elements" means, with respect to each Unit, those Common Elements, if any, which are so designated on the Floor Plans or in the Declaration (or re-designated as a Limited Common Element in accordance with the Declaration) and which in either case serve or benefit exclusively such Units. If any two Units are contiguous, have access to the same shared hallway and shall at any time be owned by the same owner, such hallway shall thereafter be treated as a Limited Common Element until such time as such Units shall have two different owners. "Limited Common Elements" shall mean for the Owners of Unit 2 and Unit 10, the terrace appurtenant to such Unit, the windows and doors opening onto the terrace, the terrace paver tiles or surface above the roof membrane, and the exterior wall adjacent to such Unit and rising from such roof membrane and extending to the roof coping. In addition, Sponsor has the right to designate portions of the Common Elements as Limited Common Elements, in connection with the combining or subdividing of Units as provided in the Declaration.

"Lobby" shall mean the 34th Street lobby for Residential Units, subject to certain easement rights in favor of the Commercial Unit.

"Majority in Common Interest of Residential Unit Owners" shall mean those Residential Unit Owners having more than 50% of the total authorized votes of all Residential Unit Owners present in person or by proxy and voting at any meeting of Unit Owners determined in accordance with the By-Laws.

"Managing Agent" means Safeguard Realty Management, Inc. 138 West 25th Street, 4th Floor, New York, NY 10001, Tel. (212) 947-0007, Fax (212) 947-2760, email info@safeguardrealty.com, or any successor managing agent designated by the Board.

"Permitted Encumbrances" means the title exceptions set forth in "**Terms of Sale; Closing of Title to Units**" subject to which a Unit may be conveyed.

"Permitted Mortgage" shall mean any first mortgage of record against a Unit.

"Permitted Mortgagee" shall mean the holder of any Permitted Mortgage of record against a Unit.

"Plan" means the Condominium Offering Plan for 34 West 17th Street Condominium, promulgated by the Sponsor.

"Preferred Lender" shall mean Wells Fargo Bank, N.A. or any other bank so designated by Sponsor in an amendment to the Plan.

"Property" means collectively the Land and the Building.

"Purchase Agreement" means the purchase agreement to purchase a Residential Unit, the form of which is set forth in Part II as Exhibit 1.

"Purchaser" means a purchaser of a Unit pursuant to a Purchase Agreement.

"Related Party" means an individual who has or had an employment, business or family relationship to a Unit Owner or a partner, member, manager, shareholder, officer, director or principal of a Unit Owner; or an entity whose legal, equity or beneficial interest is owned (directly or indirectly) by a Unit Owner or a partner, member, manager, shareholder, officer or director or principal of a Unit Owner.

"Residential Common Elements" means the stairway from the second floor to the roof of the Building, subject to certain easement rights in favor of the Commercial Unit.

"Residential Member" means any of the four (4) members of the Board elected by the Residential Unit Owners (including Sponsor for so long as Sponsor is entitled to designate and/or elect Residential Members).

"Residential Unit" means a Unit which is designated as a Residential Unit in the Declaration and/or the Floor Plans.

"Residential Unit Owner" means the owner of a Residential Unit.

"Rules and Regulations" means the rules and regulations made in accordance with the By-Laws and attached thereto as Schedule A as the same may be amended from time to time.

"Selling Agent" shall mean Douglas Elliman Developments, unless the Plan is amended to disclose a successor selling agent designated by Sponsor.

"Service Equipment" shall mean all of the following now or hereafter installed in the Building, serving one or more Units or the Common Elements, if any, appurtenant thereto: (i) pipes, wires, ducts, risers, cables, conduits and (ii) mechanical, electrical and other equipment, antennas and other communications devices, whether in connection with Sponsor's Communications Rights or for Utility Facilities.

"Signs" means any sign, advertisement, notice or other lettering.

"Sponsor" means 34 17th Street Project LLC. The term "Sponsor" shall be deemed to include any successor to Sponsor. A successor to Sponsor is any (i) individual, corporation or other entity which through an amalgamation, consolidation or other legal succession becomes vested with the rights and assumes the obligations of 34 17th Street Project LLC, or (ii) any person who purchases from 34 17th Street Project LLC or otherwise succeeds to (1) the lesser of (x) two or more Residential Units or (2) twenty percent (20%) or more of all Residential Units in the Condominium or (z) all remaining Residential Units then owned by Sponsor and is not purchasing such Units for his, her or its own occupancy or for occupancy of such person's family members, and in any case shall include any nominee holding any Unit for the account of the person referred to in clause (i) or (ii) above.

"Sponsor's Signage Rights" means signage rights reserved to Sponsor, as described in Section O, "Rights and Obligations of Sponsor."

"Unit" or "Units" means any space designated as a Residential Unit or the Commercial Unit in the Declaration consisting generally of (i) in the case of a Residential Unit, a specific apartment, and in the case of the Commercial Unit, a specific commercial space in the Building, and (ii) an appurtenant undivided interest in the Common Elements. All of such Units are collectively referred to as the "Units."

"Unit Owner" or "Unit Owners" means any owner or owners of a Unit. All of such Unit Owners are collectively referred to as "Unit Owners."

"Unsold Unit" refers to (i) a Unit until such Unit has been purchased by a bona fide purchaser for residential occupancy on or after the Closing Date under the Plan or until the owner of such Unit or a person related by blood or marriage to such owner becomes the residential occupant of such Unit.

"Unsold Unit Owner" shall mean any owner of an Unsold Unit from time to time.

"Utility Facilities" shall mean all central and appurtenant installations for Service Equipment services such as heat, power, gas (including all vertical portions of the gas lines and horizontal portions of the gas lines serving both the Residential Units and the Commercial Unit), light, hot and cold water, exhaust, ventilation, internet, telephone, cable, fiber optic, television, satellite and/or other communications systems, water, sewer, stacks and drainage pipes, risers, valves, conduits, ducts, shafts, vents and other service and utility lines which are used in connection therewith.

All other capitalized terms used in Part I of the Plan which are not separately defined in Part I shall have the meaning ascribed thereto in the By-Laws or the Declaration, as the case may be.

D. DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The Land

The Land is a parcel in a block bounded by Sixth Avenue on the west and Fifth Avenue on the east, and by 17th Street to the north and 16th Street to the south, in the Borough of Manhattan. It is known as 34 West 17th Street, New York, New York 10011. A metes and bounds description of the Land is set forth in the Declaration in Part II of the Plan. The Property is presently designated as Block 818, Lot 70 on the tax map of the Borough of Manhattan.

The Building

The Property is in a C6-4A District (R10A equivalent) and may be used for residential, commercial, and community facility purposes pursuant to the Zoning Resolution of the City of New York. The Building is located in the "Ladies' Mile" historic district, but it is not an individual landmark. The Building contains a cellar and 1st floor, and additional above grade floors 2 to 10. Renovation commenced in spring, 2015, and it is anticipated that renovation of the Building will be substantially complete on or about July 1, 2016 unless delayed by Force Majeure. The Building shall be substantially completed as described in "**Description of Property and Specifications**" in Part II of the Plan.

Description of Improvements

The Sponsor intends to renovate the Building substantially in accordance with the plans and specifications prepared by Hustvedt Cutler Architects, 291 Broadway, Suite 1103, New York, NY 10007, copies of which are available for examination by prospective Purchasers at the Selling Agent's office. Such plans and specifications as the same may be amended from time to time by Sponsor are referred to in this Plan as the "**Plans and Specifications.**"

A general description and outline of the specifications of the Building, equipment, furnishings and facilities is set forth in "**Description of Property and Specifications**" in Part II of the Plan.

The improvements described in the Plans and Specifications shall, upon issuance of the permanent certificate of occupancy for the Building, be in compliance with all applicable zoning codes of the City of New York and other applicable regulations, codes and governmental requirements.

Upon completion of renovation of the Building in accordance with the Plans and Specifications, it is presently contemplated that the Building will contain nine (9) Residential Units and one (1) Commercial Unit, as described in this Plan.

Completion of Building and Units

Renovation of the Building commenced in spring 2015, and it is anticipated that construction will be substantially complete on or about July 1, 2016, unless delayed by Force Majeure. The obligations of Sponsor under this Plan and any Agreement are subject to Force Majeure. The periods within which the Sponsor must complete any of its obligations under this

Plan or any Purchase Agreement shall be extended by the periods of any such delay and any further periods of consequential delay.

Renovation of the Building shall be deemed fully completed in accordance with the Plans and Specifications when (a) a temporary or permanent Certificate of Occupancy for the Building shall have been issued by the Department of Buildings of the City of New York, and (b) the Sponsor's architect or engineer shall have certified that the Building has been substantially completed in accordance with the Plans and Specifications except for (i) work in Units to be done by or for the account of Purchasers, (ii) work in the Building customarily left incomplete until after occupancy and (iii) punchlist items. Issuance of a permanent certificate of occupancy shall be deemed and considered conclusive evidence that the improvements have been completed in accordance with the Plans and Specifications without prejudice however to any rights which the Condominium may have under Sponsor's obligation to cause defects in construction or materials to be corrected as hereinafter may be set forth in this Plan. (See "**Rights and Obligations of Sponsor**").

The First Closing will likely be held when a temporary Certificate of Occupancy is issued and before all work is completed in order to obtain the permanent Certificate of Occupancy, and possibly prior to completion of the furnishing, outfitting and other decorations of the residential lobby, the public or common areas, and other amenities. Purchasers are advised that in New York City it is common for newly constructed condominium projects, and newly renovated buildings being offered as condominiums, to be issued several successive temporary Certificates of Occupancy ("TCO") for the building before a permanent Certificate of Occupancy (PCO") covering the entire building is issued. It is also common for sponsors of such projects 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 is obligated to extend each TCO received prior to expiration thereof, and to obtain a PCO covering the building prior to the expiration of the last TCO issued. Sponsor anticipates obtaining a PCO for the entire building within two years from the date of the First Closing. Unit owners and the Board of Managers, if not in control by the Sponsor, shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings.

As described in greater detail in the Plan, Sponsor will maintain sufficient funds in escrow to cover the anticipated costs of obtaining a PCO. However, the TCO may lapse for reasons outside Sponsor's control. In the absence of a PCO or TCO, it is unlawful to reside in or rent a Unit and will be difficult for Owners or Purchasers to obtain financing or pass clear title. Furthermore, because Sponsor and the by-laws of the Condominium may permit Unit Owners to undertake renovations to individual Units prior to the procurement of a FCO, such renovations may cause additional delays in the issuance thereof. Notwithstanding the foregoing, Sponsor and its principals are obligated to procure the FCO.

Purchaser wishing to obtain additional information and recommendations about buying a condominium unit covered by a TCO rather than a PCO are encouraged to visit the Department of Buildings website (Consumer Tips).

A Purchaser should note that prior to the conveyance of title to a Unit Purchaser has contracted to purchase, Purchaser may not perform any work in the Unit without first

obtaining the Sponsor's prior written consent. In addition, as provided in the By-Laws, prior to the issuance of a permanent certificate of occupancy for the Building following completion of construction as described in the Plan, no Unit Owner other than Sponsor shall be permitted to make any alterations or improvements to his Unit without the prior written consent of Sponsor. In either case, Sponsor's consent may be granted or withheld in Sponsor's sole and absolute discretion.

Units and Common Elements

It is anticipated that the Condominium will contain nine (9) Residential Units and one (1) Commercial Unit.

A summary description of the Units offered for sale under this Plan is set forth in "**Introduction" and "Schedule A**". Floor plans for the Units are set forth in "**Condominium Floor Plans**" in Part II of the Plan.

The legal description of the Units, the General Common Elements and the Limited Common Elements is set forth in the Declaration in Part II of the Plan and is summarized in "**Rights and Obligations of Unit Owners and Board of Managers, Summary of By-Laws**" in Part I of the Plan.

Security

There will be a full-time superintendent from 9:00 AM to 5:00 PM Monday through Friday, with a cellar office available for this employee. Cameras will be located in the lobby, storage room, package room, basement hall, and interior common areas. A video intercom system will be provided on each residential floor for each Residential Unit. All Unit doors will have a FOB security system that will only allow Unit residents into a Unit through the elevator. A "virtual doorman" will also be provided in the Building 24 hours per day 7 days per week.

Parking and Other Amenities

There are no parking spaces in the Building. The Building amenities available to Unit Owners include:

- A roof terrace area at the north end of the Building roof will be available for the use of all Residential Unit Owners;

- Private terraces will be provided to the Owner of Unit 2 and the Owner of Unit PH.

- A common room in the Building cellar will be available for the use of all Residentail Unit Owners in which a gym and bicycle storage racks and/or other amenities may be located, as the Unit Owners may elect (no gym equipment or bicycle racks are currently provided by the Sponsor);

- Storage units for each Residential Unit (eight cage units in one storage room and one separate storage room) will be provided in the cellar.

- A package room in the lobby will be provided for deliveries to Unit Owners.

Certificate of Occupancy

It should be noted by Purchasers that the closing of individual Units under the Plan may occur prior to obtaining a permanent certificate of occupancy for the Building. A temporary certificate of occupancy may only be renewed, pursuant to current laws and practices, for a total of up to two years from the date of its original date of issuance. If the temporary certificate of occupancy shall have expired prior to obtaining a permanent certificate of occupancy, occupancy (residential and commercial) of the Building will be in violation of the Multiple Dwelling Law and other applicable law subjecting the occupants, the Condominium, the members of the Board, and the Unit Owners to penalties including eviction of occupants.

E. LOCATION AND AREA INFORMATION

Neighborhood

34 West 17th is located in the heart of the Flatiron District. Named after the iconic Flatiron Building, the Flatiron District is bound by 20th Street, Union Square and Greenwich Village to the south; the Avenue of the Americas (Sixth Avenue) or Seventh Ave and Chelsea to the west; 25th Street and NoMad to the north; Rose Hill to the northeast, and Lexington Ave/Irving Place, Gramercy Park to the east.

On the northern edge of this neighborhood lies the Flatiron Building, one of the oldest skyscrapers in the City, and the historic Madison Square Park, named after our fourth president James Madison, which has been recently renovated. The renovations include, a contemporary reflecting pool, new benches, ornamental lighting, and lush lawns with flowering plants. The park also hosts Shake Shack, a very popular lunchtime destination, and Eleven Madison Square, which serves some of NYC's best upscale food and ambience.

On the southern edge of the neighborhood lies Union Square Park. This area is known for its top notch restaurants, diverse retailers, and excellent universities. One of the biggest draws is the greenmarket, where more then 70 farmers sell fresh produce, baked goods, arts, and more. Surrounding the park you can find a huge Whole Foods Market, Barnes and Nobles, Best Buy, Staples, and plenty of other shops.

The neighborhood includes the following:

Notable buildings
- Flatiron Building
- Met Life Building
- Woolworth Building now occupied by Credit Suisse
- New York Life Building built on the site of the old Madison Square Garden built in 1928 by Cass Gilbert

- New York State Supreme court on Madison Ave at 25th St

- One Madison

Educational Institutions
- Baruch College of the City University of New York
- Zilckin School of Business - the largest collegiate business school in the United States
- School of the Future High School - Grades 6-12 - Public
- Ballet Tech NYC PS for Dance - Grades 4-8 - Public
- Manhattan Village Academy - Grades 9-12 - Public
- Satellite Academy High School - Grades 9-12 - Public
- Gramercy Arts High School - Grades 9-12 - Public
- High School for Language & Diplomacy - Grades 9 - 11 & Ungraded - Public
- Murray Hill Academy - Grades 9-10 - Public
- Norman Thomas High School - Grades 9-12 & ungraded - Public
- International High School at Union Square - Grades 9-10
- Learning Springs School - Grade K - Private
- Xavier High School - Grades 9-12 - Private
- Rebecca School - Private

Culture & Shopping
- The Gershwin Hotel - which is a tribute to late pop artist Andy Warhol
- Eataly
- ABC Carpet
- Paragon
- Zara
- Restoration Hardware
- Bed Bath and Beyond
- Ann Taylor
- Victoria Secret
- Club Monaco
-lululemon
-Starbucks

Banks
-TD
-Chase
-Citi Bank
-Becher's Cheese
-The Container Store

Parks & Recreation
- Union Square
- Madison Square Park

Libraries
- NYC Public Library - 209 West 23rd

- Epiphany Library - 228 East 23rd
- Foundation Center - 79 Fifth Ave

Hospitals
- NYU Hospital for Joint Diseases Center for Children - 301 E. 17th St
- Center for Health & Healing: Mount Sinai Israel - 245 5th Ave
- CityMD - 37 W. 23rd

The area is also served by Cabrini Medical Center, located at 227 East 19th Street, New York, New York and New York University Hospital located at 560 First Avenue, New York, New York.

All types of transportation facilities are accessible to residents of Condominium. Taxi and limousine services are available. Three major airports located within close proximity of the Condominium serve the New York City area. Kennedy International and LaGuardia Airports are located in New York City and Newark Liberty International Airport is located in Newark, New Jersey. These three airports provide air service to nearly all major destinations in the United States and the world.

There are educational facilities within close proximity to the Condominium which satisfy every age group, from young to adult interested in prost-graduate classes, and include private, public (New School University found at several nearby locations: PS 011 William T. Harris at 320 West 21st Street, Manhattan, New York: PS 041 Greenwich Village at 116 West 11th Street, Manhattan, New York: NYC Lab MS and HS for Coll. Studies at 333 West 17th Street, Manhattan, New York: and Touro College at 27-33 West 23rd Street, Manhattan, New York) and parochial schools on the elementary, middle school, and high school levels.

There are several houses of worship of most major denominations in the vicinity of the Condominium including, but not limited to: Brotherhood Synagogue at 78 West 11th Street, Manhattan, New York; First Presbyterian Church at 12 West 12th Street, Manhattan, New York and St Francis Xavier Church at 30 West 16th street, Manhattan, New York. The Property is located within blocks of police station, a fire station, shopping facilities, public transportation and public recreation. Police, fire protection, water, sanitation, snow removal and road maintenance services are provided by the City of New York.

The local police are 13th precinct located at 23 East 21st Street, Manhattan, New York and the local fire department is Engine 3 Ladder 12 located at 146 West 190th Street, Manhattan, New York. The local post office is Office is Old Chelsea Station located at 217 West 18th Street, Manhattan, New York.

Sponsor is not aware of any uses in adjoining or neighboring buildings, which a reasonable Unit Owner would find obnoxious. There is no guaranty that any of the foregoing services or amenities will continue to be available to Unit Owners or residents in the future or that any change in the foregoing will not adversely impact upon the value of the Units. Neither Sponsor nor principals, managers, members, agents, designees, employees or affiliates make any

representation that the character of the neighborhood, the businesses and other institutions which operate there or the qualitative nature of the surroundings will not change.
Zoning districts can be modified from time to time and views from the Units may be blocked if, among other reasons, (i) the height, bulk or density of an adjacent building is changed, (ii) the zoning district designation is amended to permit greater building bulk and density, (iii) a zoning variance is obtained that changes the permitted use of adjacent parcels, (iv) the F.A.R. for the zoning district is changed or (v) the Zoning Resolution is otherwise amended. If one or more of the properties next to or across the street from the Property are renovated, constructed or reconstructed or enlarged at any time in the future, views may be obstructed. The current zoning of the Property is C6-4A (R10A equivalent), and the permitted uses as of right are community facility, commercial, and residential uses. While sales of Units are continuing, should there be a public announcement of the development of any project that will be adjacent to or directly across from the Property, such project shall be disclosed, within thirty (30) days after the information is publically announced, in an amendment to the Plan.

F. OFFERING PRICES AND RELATED INFORMATION, SCHEDULE A

34 West 17th Street Condominium

Schedule A: Purchase Prices and Related Information for the Projected First Year of Condominium Operation (7/1/16-6/30/17)

Unit	Number Bedrooms	Number Bathrooms	Number Home Office	Terrace/ Balcony Square Footage (1)	Unit Square Footage (1)	Offering Price (2)	General Common Interest (3)(a)	Residential Common Interest (3)(b)	Estimated Monthly Common Charges (4)	Estimated Annual Common Charges (4)	Estimated Monthly Real Estate Taxes 1st Year (5)	Estimated Annual Real Estate Taxes 1st Year (5)	Estimated Monthly Unit Electrical Charges (6)	Estimated Annual Unit Electrical Charges (6)	Estimated Total Monthly Charges 1st Year (7)	Estimated Total Annual Carrying Charges 1st Year (7)
2	3	3	1	140	2,207	$ 3,862,250	9.7863%	10.9703%	$ 2,174.08	$ 26,088.91	$ 2,431.28	$ 29,175.32	$ 961.10	$ 11,532.15	$ 5,566.45	$ 66,797.43
3	3	3	1		2,232	$ 4,017,600	9.8971%	11.0945%	$ 2,198.70	$ 26,384.43	$ 2,458.82	$ 29,505.81	$ 961.10	$ 11,532.15	$ 5,618.62	$ 67,423.44
4	3	3	1		2,232	$ 4,129,200	9.8971%	11.0945%	$ 2,198.70	$ 26,384.43	$ 2,458.82	$ 29,505.81	$ 961.10	$ 11,532.15	$ 5,618.62	$ 67,423.44
5	3	3	1		2,232	$ 4,240,800	9.8971%	11.0945%	$ 2,198.70	$ 26,384.43	$ 2,458.82	$ 29,505.81	$ 961.10	$ 11,532.15	$ 5,618.62	$ 67,423.44
6	3	3	1		2,233	$ 4,354,350	9.9016%	11.0995%	$ 2,199.69	$ 26,396.25	$ 2,459.92	$ 29,519.03	$ 1,565.64	$ 18,787.65	$ 6,225.25	$ 74,702.96
7	3	3	1		2,233	$ 4,466,000	9.9016%	11.0995%	$ 2,199.69	$ 26,396.25	$ 2,459.92	$ 29,519.03	$ 1,565.64	$ 18,787.65	$ 6,225.25	$ 74,702.96
8	3	3	1		2,233	$ 4,577,650	9.9016%	11.0995%	$ 2,199.69	$ 26,396.25	$ 2,459.92	$ 29,519.03	$ 1,565.64	$ 18,787.65	$ 6,225.25	$ 74,702.96
9	3	3	1		2,211	$ 4,643,100	9.8040%	10.9902%	$ 2,178.02	$ 26,136.19	$ 2,435.68	$ 29,228.20	$ 1,565.64	$ 18,787.65	$ 6,179.34	$ 74,152.07
10	3	3	0	840	2,305	$ 5,532,000	10.2208%	11.4574%	$ 2,270.61	$ 27,247.36	$ 2,539.24	$ 30,470.83	$ 1,653.49	$ 19,841.85	$ 6,463.34	$ 77,560.07
Residential Units Sub-Total				**980**	**20,118**	**$ 39,822,950.00**	**89.2072%**	**100%**	**19,818**	**237,815**	**22,162**	**265,949**	**11,760**	**141,121**	**53,741**	**644,889**
Non-Residential Units																
Commercial Unit					2,434	$ 5,555,000	10.7928%		$ 1,557.62	$ 18,691.42	$ 2,681.34	$ 32,176.14	$ 2,046.98	$ 24,563.70	$ 6,285.94	$ 75,431.32
Non-Residential Unit Sub-Total					**2,434**	**$ 5,555,000**	**10.7928%**		**$ 1,557.62**	**$ 18,691.42**	**$ 2,681.34**	**$ 32,176.14**	**$ 2,046.98**	**$ 24,563.70**	**$ 6,285.94**	**$ 75,431.32**
	TOTALS			**1,120**	**22,552**	**$ 45,377,950**	**100%**	**100%**	**$ 21,375.49**	**$ 256,505.92**	**$ 24,843.75**	**$ 298,125.00**	**$ 13,807.43**	**$ 165,684.75**	**$ 60,026.67**	**$ 720,320.08**

NOTES TO SCHEDULE A

1. Any floor plan or sketch shown to a prospective purchaser is only an approximation within reasonable tolerances of the square foot area and layout of the Unit in question. However, any material change will be set forth in an amendment to the Plan. No material change will be made in the size, configuration, layout or percentage of common interest of a Unit for which a Purchase Agreement has been executed and delivered to Sponsor (and Purchaser is not in default) unless the Purchaser consents thereto, or unless the same is dictated by construction conditions at the Property, and in such event, Sponsor will, in the amendment disclosing such change and delivered to the Purchasers, offer the affected Purchaser(s) the right, for at least fifteen days, to rescind their Purchase Agreements and receive a refund of their Deposits, together with all interest earned thereon.

   The number of rooms and baths listed in Schedule A has been computed in accordance with the recommended method of residential room count adopted by The Real Estate Board of New York, Inc.

   The square foot area of the Units set forth in the floor plans and in Exhibit B to the Declaration is approximate and was obtained by using the method customarily used in the New York City market.

   The approximate physical area of each Residential Unit and the Commercial Unit, taken horizontally, shall extend to: (i) the exterior face of any exterior walls directly enclosing the Unit, except that the Unit shall not extend beyond the property line; (ii) the centerline of any wall or partition separating the Unit from another Unit; (iii) the non-Unit side of any wall or partition separating the Unit from any corridor, stairs, or mechanical equipment space, where those elements do not exclusively serve the Unit; (iv) the shaftway side of any wall or partition separating the Unit from the elevator shaft except where the elevator stop at the floor of the Unit exclusively serves the Unit, in which case the shaftway shall be included in the area of the Unit. Vertically, each Unit shall consist of the space between the top of the concrete slab or wood subfloor at the lowest floor level of the unit to the underside of the subfloor or sheathing of the floor or roof above the highest floor of the unit.

   These calculations are not based upon measurements from interior surfaces of interior walls and the usable floor area comprising the Residential Unit is thus significantly less than the area listed in Schedule A. The room dimensions, however, are measured from the exposed surface of the walls enclosing the room. Chase walls, shafts, cabinets and the like are not subtracted. A minor or non-material inaccuracy in the actual square footage (i.e., floor area) or the actual size of individual rooms of a Unit when built from that shown on Schedule A (in Section F) or its floor plan in Exhibit 5 in Part II, shall not excuse a Purchaser of such Unit from paying the full Purchase Price, without abatement, set-off or credit, and without recourse of any kind against Sponsor.

2. Sponsor has reserved the right to change the purchase prices (as well as other terms of sale) of Units not subject to executed Purchase Agreements, so Purchasers may pay

different prices for similar Units. See "Changes in Prices and Units" for further discussion. In addition to paying the purchase prices of their Units, Purchasers will be responsible for paying certain closing adjustments and closing costs (see "Unit Closing Costs and Adjustments" for further discussion).

3. The Common Interest of each Unit has been determined, pursuant to Section 339-i(1) (iv) of the Condominium Act, based upon percentages within separate classifications of Units as of the date of the filing of the Declaration. In accordance with such method of calculation, the Common Interest have been determined based primarily upon a comparison of the floor areas of the Units, such as 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 the Common Elements for exclusive or shared use and the overall dimensions of the particular Unit.

   The aggregate Common Interests of all of the Units equal one hundred percent.

4. These projections have been based upon the projections contained in "Projected Budget for First Year of Condominium Operation - Schedule B", which were made based on the assumption that the first year of condominium operation will be from July 1, 2016 to June 30, 2017. The actual first year of operation may be earlier or later. In the event the actual or anticipated commencement date of the first year of condominium operation is to be delayed by six months or more, Sponsor will amend the Plan to include a revised budget with current projections. If the amended budget exceeds this projected budget by 25% or more, Sponsor will offer all Purchasers (other than Purchasers who are then in default beyond any applicable grace period, if the Plan has been declared effective) the right to rescind their Purchase Agreements within not less than fifteen days after the presentation date of the amendment containing such revised budget, and any Purchaser electing rescission pursuant to such offer will have their Deposits and any interest accrued thereon returned.

   In addition to the payment of Common Charges, each Unit Owner will incur additional expenses for:

   a. mortgage payments under any loan or loans obtained to finance the purchase of the Unit;

   b. the cost of electricity supplied to the Unit, which will be separately metered and payable as and when billed;

   c. the cost of interior repairs to, and the maintenance, painting and decoration of, the Unit, including, without limitation, the equipment and appliances contained in the same, and any appurtenant Limited Common Elements;

   d. the cost of any insurance that the Unit Owner is required to carry covering the furniture, belongings, equipment and other personal property in the Unit, as well

as his or her liability to others for personal injury or property damage as a result of occurrences in the Unit;

e. telephone, internet and cable television charges; and

f. real estate taxes (see footnote 5 below).

5. The projection of the real estate taxes that will be payable for each of the Units currently being offered for sale during the first year of condominium ownership (July 1, 2016 to June 30, 2017), is based upon an estimate that the aggregate real estate taxes for the Units for such first year will be approximately $298,125.00, based upon an estimated assessed value of $2,250,000.00 and an estimated Class 2 Tax Rate of 13.25 per hundred. This estimate is based upon estimates made by Tuchman, Korngold, Weiss, Liebman & Gelles, LLP. See letter of Tuchman, Korngold, Weiss, Liebman & Gelles, LLP for further details.

IT SHOULD BE NOTED THAT FOR THE FULL TAX YEAR OF JULY 1, 2017 TO JUNE 30, 2018, WHICH IS THE FIRST FULL TAX YEAR AFTER THE PROJECTED DATE OF COMMENCEMENT OF CONDOMINIUM OPERATION, THE PROJECTED TAXABLE VALUE FOR THE ENTIRE PREMISES IS $2,750,000.00 AND THE PROJECTED TAXES FOR THE ENTIRE PREMISES ARE ESTIMATED TO BE $364,375.00. THIS AMOUNT IS BEFORE ALLOCATING THE REAL ESTATE TAXES BETWEEN THE RESIDENTIAL AND COMMERCIAL PORTIONS OF THE SUBJECT PREMISES. SUCH ALLOCATION IS AS ESTIMATED IN THE LETTER OF TUCHMAN, KORNGOLD, WEISS, LIEBMAN & GELLES, LLP, AND IN FOOTNOTE 5 ABOVE.

No warranty, guaranty or assurance is given that:

(i) any projected or estimated amount set forth above (including, without limitation, the estimates of the Property's assessed valuations during the first year of condominium operation; the estimates of the portions of such assessed valuations that will be allocable to the Units; the projection of the average real estate tax rate that will be in effect during such first year; and the rate of construction progress on January 1, 2016, which will determine the real estate taxes between July 1, 2016 and June 30, 2017, will approximate the actual amount;

(ii) the New York City Real Estate Tax Assessment Bureau will allocate the Property's aggregate assessed valuation between the Units in accordance with the values included in the Schedule A, or that such bureau will allocate the aggregate assessed valuation attributable to the Units among the different Units as described above; or

(iii) any of the projections or estimates made above and in Schedule A are accurate.

Until the Units are separately assessed, each Unit Owner (including the Sponsor) will pay to the Board their Unit's pro rata share of the Property's real estate taxes for the period in question based upon Common Interest. This pro-ration will be made by allocating the property's taxes. The Board will pay such real estate taxes to the Department of Finance of The City of New York or directly to Sponsor if Sponsor has paid such real estate taxes. If any Unit Owner fails to pay his pro rata share as set forth above, the Board will be entitled to assess late charges and/or place a lien on such Unit as if such unpaid share were Common Charges. After the Condominium is divided into individual tax lots, each Unit will be taxed as a separate tax lot for real estate 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. At such time as a Unit is separately assessed and separate tax bills are issued, the Unit Owner will pay such taxes directly to the taxing authority.

There is no assurance that the pro-ration of taxes described in the paragraph above will equal the actual amount of real estate taxes which will be assessed against the Units, and the actual amounts may vary considerably from the method set forth above.

In the opinion of Warshaw Burstein, LLP, counsel to Sponsor, the tax laws existing on the date of this Plan in general permit a Residential Unit Owner who itemizes his deductions to deduct from income for the purposes of Federal, New York State and New York City income taxes, any real estate taxes actually paid by such Unit Owner with respect to his Unit. However, the amount of such deductions may vary from year to year due to changes in the amount of the real estate taxes payable by the Unit Owner (which might result from changes in the assessed valuation of the unit, in the tax rate and/or in the manner of assessing real property). Prospective Purchasers should refer to **"Income Tax Deductions to Residential Unit Owners and Tax Status of the Condominium"**, as well as to the **"Counsel's Income Tax Opinion"**, for further discussion.

6. The cost of utilities for each Unit, including the cost of heat and air conditioning is in addition to the Common Charges payable by each Unit Owner. The estimated cost of electricity for air conditioning, heat and other uses for each Unit is shown on Schedule B-1.

7. With respect to the projected Total Annual Carrying Charges, if the Purchaser obtains financing, the Purchaser's debt service will be an additional expense. Further, the projected carrying charges do not include certain costs for which the Unit Owner is responsible such as repairs to the interior of the Unit, phone, internet or cable television service, and Unit Owner's insurance, as indicated in Note 4 above.

G. SCHEDULE B

PROJECTED BUDGET: FIRST OPERATIONAL YEAR

34 West 17th Street CONDOMINIUM

Projected Budget for First Year of Condominium Operation (See Note 1)
Projected Budget for the Projected First Year of Condominium Operation (See Note 1)
July 1, 2016 to June 30, 2017

ESTIMATED INCOME

Common Charges – Residential Units (Note 2)	$ 238,015
Common Charges – Commercial Unit (Note 2)	$ 18,491
Total Estimated Common Charges	$ 256,506

ESTIMATED EXPENSES (Note 3)

Payroll and Related Expenses (Note 4)	$ 74,895
Gas (Hot Water and Emergency Generator) (Note 5)	$ 2,961
Electricity (Note 6)	$ 24,892
Heat and Air Conditioning (Note 7)	$ 0
Water Charges and Sewer Rent (Note 8)	$ 5,036
Repairs and Maintenance (Note 9)	$ 20,800
Service Contracts (Note 10)	$ 31,000
Insurance (Note 11)	$ 21,603
Management Fee (Note 12)	$ 25,000
Administration (Note 13)	$ 10,000
Other Expenses (Note 14)	$ 5,000
Contingencies (Note 15)	$ 12,000
Reserve for Replacements (Note 16)	$ 23,319
Total (Note 17)	$ 256,506

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

ALLOCATION OF COMMON EXPENSES BETWEEN RESIDENTIAL UNITS AND COMMERCIAL UNIT

(see detailed notes which follow)

Common Expenses	Total Expenses	Residential Units Share	Commercial Unit Share
%		**89.3232%**	**10.6768%**
Payroll & Benefits	$ 74,895	$ 68,845.35	$ 6,050
Electricity	$ 24,892	$ 24,892.35	Direct Metered
Gas (Hot Water and Emergency Generator)	$ 2,961	$ 2,961	Sub-Metered
Heat and Air Conditioning	$0 See Schedule B-1	$0 See Schedule B-1	$0 See Schedule B-1
Water Charges and Sewer Rent	$ 5,036	$ 5,036	Sub-Metered
Repairs and Maintenance	$ 20,800	$ 20,202	$ 598
Service Contracts	$ 31,000	$ 29,505	$ 1,495
Insurance	$ 21,603	$ 19,296	$ 2,307
Management Fee	$ 25,000	$ 22,331	$ 2,669
Legal and Audit	$ 10,000	$ 8,932	$ 1,068
Other Expenses	$ 5,000	$ 4,466	$ 534
Contingency	$ 12,000	$ 10,719	$ 1,281
Replacement Reserve	$ 23,319	$ 20,829	$ 2,490
Total	**$ 256,506**	**$ 238,015**	**$ 8,491**

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

FOOTNOTES TO SCHEDULE B

(1) Projected First Year of Condominium Operation

Amounts are projected on the assumption that the First Year of Condominium Operation will be the year from July 1, 2016 to June 30, 2017. The actual First Year of Condominium Operation may be earlier or later than projected.

If the actual or anticipated date of commencement of condominium operation is delayed by more than six (6) months from the commencement of the projected First Year of Condominium 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 Purchase Agreements prior to the Filing Date of the Revised Budget Amendment the right to rescind for a period of fifteen (15) days after the Presentation Date of the Revised Budget Amendment..

(2) Common Charges

These amounts represent the total Common Charges to be levied against, and collected from, the Residential Unit Owners and the Commercial Unit Owner during the anticipated First Year of Condominium Operation. The Common Charges will be utilized by the Condominium Board to defray the operational expenses of the Condominium. Except as otherwise set forth herein, the Common Charges have been allocated between the Residential Unit Owners and the Commercial Unit Owner based on anticipated usage and benefits derived by such Unit Owners, respectively, and between and among the Unit Owners on the basis of percentage of Common Interest allocated to each Unit. Where the allocation of Common Expenses is not based on percentage of Common Interest, or Common Expenses have been allocated only to certain categories of Units, such circumstances are set forth in the following notes. The Commercial Unit Owner will only be obligated to pay its respective allocable share of those expenses that are incurred by the Condominium Board in furnishing services, operating and maintaining those Common Elements which are utilized by and serve the Commercial Unit. Those Common Charges that have been allocated on the basis of Common Interest have been allocated on such a basis as follows: Those expenses to be borne by the Residential Unit Owners have been allocated on the basis of the combined percentage of Common Interest of such Residential Units, for a total of 89.2072%. Common Charges to be borne by the Commercial Unit Owner has been allocated on the basis of such the Commercial Unit's Common Interest for a total of 10.7928%.

The Commercial Unit Owner's obligation to pay Common Charges is based upon its percentage of Common Interest in the Building times the projected expenses specific to the Commercial Unit set forth in the budget. As set forth in Schedule B, the Commercial Unit Owner is obligated to pay as part of its monthly Common Charges a portion of the following expenses: payroll; repairs and maintenance; service contracts; insurance; management fees; legal and audit fee; other miscellaneous expenses, contingency and reserve for replacements. The Commercial Unit Owner is not obligated to pay any part of electricity, gas for cooking, or water and sewer charges since such budget line items exclusively benefits the Residential Unit Owners, and are services which are not fairly attributable to the Commercial Unit's use of the Common Elements. Such services supplied to the Commercial Unit shall be separately metered or submetered, and shall be paid for by the Commercial Unit Owner. In accordance with Article THIRTEENTH of the Declaration and Article VI, Section 8 of the By-laws, the Condominium Board is authorized, pursuant to Real Property Law § 339-m to specially allocate various expenses among the Residential Unit Owners and the Commercial Unit Owner to the extent various services and budget items benefit the respective Units more.

(3) Estimated Expenses

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

(4) Payroll and Related Expenses: $74,895

The Building staff shall consist of:

Position and Number	Weekly Rate	Total
Full-Time Superintendent (1) (40 hour per week)	$1,057.69 X 52	$ 55,000
Sub-Total:		**$ 55,000**
Overtime	4% of Base Wages	$ 2,750
Vacation, Sick & Holiday	7% of Base Wages	$ 3,850
Gross Wages:		**$ 61,600**
Payroll Taxes	See Schedule Below	$ 13,295
Total Payroll and Related:		**$ 74,895**

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

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

The following expenses are mandated by Law for each employee:

FICA Employer	7.65% of Wages	7.65%	$ 4,712
NY State Unemployment	(1st $10,300)	4.0%	$ 2,487
Federal Unemployment	(1st $7,000)	6.0%	$ 2,520
State Disability Insurance	(Yearly)	$31.20	$ 187
Workers Compensation	5.5% of Wages	5.5%	$ 3,388
		TOTAL	**$ 74,895**

(5) Gas (Domestic Hot Water & Generator): $2,961

Based on an estimate dated August 5, 2015 by Howard L. Zimmerman Architects PC, located at 11 West 30th Street, New York, New York, 10001, it is anticipated that gas for hot water and the emergency generator will be provided to the Residential Units only by natural gas and will cost $2,961. This estimate is based on a projected usage of 1,698 Therms of gas per year at an anticipated average cost of $1.66 X 105% per Therm to factor in inflation.

The Commercial Unit will be separately metered.

(6) Electricity: $24,892

Based on an estimate dated August 5, 2015, by Howard L. Zimmerman Architects PC, located at 11 West 30th Street, New York, New York 10001, it is anticipated that light and power for the Common Elements as well as the mechanical equipment will be approximately 518,482 KW/HR/YR at an annual cost of $.25 X 105% per KW/HR to factor in for inflation. The Commercial Unit will be separately metered.

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

(7) Heat and Air Conditioning: $0

Heat and air conditioning to individual Units is provided by an individual HVAC unit for each Unit. It is not provided by the Condominium, thus the cost of heat and air conditioning to individual Units is not included in Common Charges, but will by payable by each Unit Owner directly to Con Edison. Please see Schedule B-1 for the estimated annual utility costs for each Unit, based on an estimate dated June 9, 2016 by Howard L.

Zimmerman Architects PC, located at 11 West 30th Street, New York, New York 10001, and estimating X 105% of the cost of estimated usage.

(8) Water Charges and Sewer Rent: $5,036

Based on an estimate dated August 5, 2015 by Howard L. Zimmerman Architects PC, located at 11 West 30th Street, New York, New York, 10001, it is anticipated that water charges for the Residential Units and all Common Elements, will be approximately $5,036 based on a combined rate of $9.27 ($3.58 for water utility and $5.69 for sewer utility) per 100 cubic feet of water used.

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

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

(9) Repairs and Maintenance: $20,800

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

Supplies and Hardware	$ 10,000
Plumbing	$ 1,000
Electrical	$ 1,000
Intercom	$ 1,000
Window, Lock and Doors	$ 600
Plastering and Painting	$ 1,000
Elevator Repairs (Not Covered by Contract)	$ 1,200
General Repairs	$ 5,000
Total	**$ 20,800**

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

(10) Service Contracts and Supplies: $31,000

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

Elevator Maintenance	$ 12,000
Exterminating	$ 1,500
Fire Extinguishers	$ 500

Fire Alarm (Protection)	$ 3,500
Central Station Monitoring	$ 2,000
Sprinkler	$ 1,500
Telephone/Internet	$ 5,000
Uniforms	$ 5,000
Total	**$ 31,000**

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

(11) Insurance: $21,603

The insurance premiums are based on a letter dated March 28, 2016 from FS Insurance Brokers, located at 622 Third Avenue, New York, New York, 10017. The fire, casualty and general liability are on the terms set therein:

	COVERAGES	LIMITS OF LIABILITY
A.	Property (Building Limit)	$ 8,110,800
	Business Personal Property Limit	$ 125,000
	Loss of Maintenance Fee	$ 1,000,000
	Demolition and Increased Cost	$ 1,000.000
	Flood	$ 1,000,000
	Earthquake	$ 1,000,000
	Deductibles	
	Building, Underground Water & Sewer	$ 10,000
	Earthquake	$ 50,000
	Flood	$ 25,000
B.	General Liability	
	(General Aggregate)	$ 2,000,000
	Each Occurrence	$ 1,000,000
	Personal and Advertising Injury	$ 1,000,000
	Fire Damage Liability	$ 50,000
	Medical Expenses	$ 5,000
	Hired/Non Owner Auto Liability	$ 1,000,000
	Water Damage Legal Liability	$ 1,000,000
C.	Directors & Officers Liability	$ 1,000,000

	Deductible	$ 5,000
D.	Umbrella Liability	$ 100,000,000
	Self – Insured Retention	$ 10,000
	Included Excess Director's & Officers	
E.	Crime	
	Employee Dishonesty Limit	$ 500,000
	Managing Agent's Rider	$ 500,000
	Deductible	$ 5,000
F.	Boiler and Machinery or Equipment Breakdown	
	Limit	$ 9,235,800
	Deductible	$ 5,000

The total premium for these various coverages is estimated at $21,603.

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

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

Insurance coverage must meet the requirements of any mortgage lender procured by the Sponsor. Fire, casualty and general liability insurance must be on terms that provide:

- Each unit owner is an additional insured party;
- There will be no cancellation without notice to the Board of Managers;
- A waiver of subrogation;
- A waiver of invalidity because of acts of insured and unit owners; and
- A waiver of pro-rata reduction if unit owners obtain additional coverage.

Unit owners can obtain additional insurance at their own cost to cover such risks as fire and casualty losses to unit owners, replacements, additions, fixtures and improvements, and liability coverage for occurrences within the unit or the limited common elements subject to the by

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

This quotation is an indication of insurance premiums at current rates. Because

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

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

(12) Management Fee: $25,000

Based on the management agreement to be entered into with Safeguard Realty Management, Inc. at or before the First Closing, it is expected that the Condominium Managing Agent will receive an annual fee of $25,000 for the First Year of Condominium Operations. This fee is commercially reasonable and comparable to management fees for buildings of similar size and quality as the Property. Reference should be made to the Section of the Plan entitled "Management Agreement" in the Offering Plan for further details of the Management Agreement.

(13) Administration: $10,000

Based upon the estimate set forth in a letter dated October 14, 2015 from Wilkin & Guttenplan P.C., located at 5 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 Condominium Operation and federal, state and city income tax returns. The balance of the budgeted amount ($2,500) has been estimated to provide for minor legal services to be rendered in connection with the operation of the Building such as attendance at Condominium Board meetings, preparation of Condominium Board minutes and negotiation of minor agreements. This amount has been allocated between the Residential and the Commercial Unit on the basis of Common Interest.

(14) Other Expenses: $5,000

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

Office Expense	$ 1,000
Payroll Processing	$ 1,000
Other professional	$ 1,000
License/Fees/Permits	$ 750
Postage/Messenger/ Copying	$ 1,000
Holiday Expense	$ 250
Total	**$ 5,000**

(15) Contingency: $12,000

This fund may be used at the discretion of the Condominium Board toward unforeseen operating expenses or other appropriate Condominium expenses. The purpose of the contingency is to provide for unanticipated expenses or unanticipated increases in projected expenses. This is distinct from the Replacement Reserve Fund, which is intended to pay for major capital repairs or replacement items likely to be needed within the first five years of Condominium operation.

(16) Replacement Reserve $23,319

The funds collected under this line item are for deposit into an account established by the Board of Managers to hold the Replacement Reserve Fund which is to be funded out of Common Charges and used for periodic maintenance, repair and replacement of the Common Elements, in accordance with the By-laws. See Section U, "Reserve Fund." The Sponsor estimates that the Replacement Reserve Fund will be sufficient to pay for major capital repairs or replacement items likely to be needed within the first five years of Condominium operation, however no representation is made by Sponsor that the Reserve Fund or other funds of the Condominium, if any, will be adequate to cover current or future expenses, including repairs or replacements.

****

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

****

(17) Total Expenses: $256,506

IN THE OPINION OF FIRSTSERVICE RESIDENTIAL NEW YORK INC., THE PROJECTED INCOME IS ADEQUATE TO MEET THE PROJECTED COMMON EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION, ASSUMING SUCH FIRST YEAR TO BE THE 12-MONTH PERIOD COMMENCING JULY 1, 2016. THE FOREGOING BUDGET, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE OR WARRANTY BY ANYONE

THAT THE ANNUAL COMMON CHARGES OR OTHER INCOME AND EXPENSES FOR SUCH FISCAL YEAR OR ANY SUBSEQUENT YEAR OF OPERATION OF THE PROPERTY WILL BE AS SET FORTH IN THE BUDGET, SINCE THE ANNUAL COMMON CHARGES AND OTHER ITEMS OF INCOME AND EXPENSE MAY VARY FROM AMOUNTS SHOWN IN THE BUDGET BASED ON FACTORS SUCH AS INFLATION, CHANGES IN THE ECONOMY AND UNFORESEEN FACTORS.

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

SCHEDULE B-1

Based on an estimate dated June 9, 2016, by Howard L. Zimmerman Architects, PC, 11 West 30th Street, New York, NY 10001, X 105% of anticipated usage, the estimated annual electrical cost projections for the individual Units, for which Unit Owners will be responsible, are as follows:

Unit	A/C Heat	Heat	Other	**Estimated Annual Individual Unit Electrical Charges**
Unit 2	$3,353.70	$5,030.55	$3,147.90	$11,532.15
Unit 3	$3,353.70	$5,030.55	$3,147.90	$11,532.15
Unit 4	$3,353.70	$5,030.55	$3,147.90	$11,532.15
Unit 5	$3,353.70	$5,030.55	$3,147.90	$11,532.15
Unit 6	$6,069.00	$9,103.50	$3,615.15	$18,787.65
Unit 7	$6,069.00	$9,103.50	$3,615.15	$18,787.65
Unit 8	$6,069.00	$9,103.50	$3,615.15	$18,787.65
Unit 9	$6,069.00	$9,103.50	$3,615.15	$18,787.65
Unit 10	$6,069.00	$9,103.50	$4,669.35	$19,841.85
				$141,121.05
Commercial	$7,860.30	$11,790.45	$4,912.95	$24,563.70
Total				**$165,684.75**

H.1 OPINION OF LICENSED REAL ESTATE BROKER RE COMPLIANCE WITH REAL PROPERTY LAW SECTION 339-i

FirstService
RESIDENTIAL

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

March 28, 2016

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

Re: Condominium Offering Plan
34 West 17th Street Condominium
34 West 17th Street
New York, New York 10011 ("Property")

Dear Sir/Madam:

34 17th Street Project LLC ("Sponsor") of the Condominium Offering Plan ("Offering Plan") for the Property retained FirstService Residential New York, Inc. ("Firm") to review the percentage of Common Interest in the Common Elements allocated to each Unit in the Property set forth in Schedule A of the Offering Plan.

The Firm is licensed as a real estate brokerage firm in the State of New York. The principals of the Firm have been engaged in the real estate and brokerage business for over twenty-five (25) years and have been actively associated with sale and management of condominium and cooperative buildings.

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

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

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

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

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

Very truly yours,

FirstService Residential New York, Inc.

By: 

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



FirstService
RESIDENTIAL

H.2 OPINION OF ATTORNEY REGARDING THE ALLOCATION OF COMMON INTERESTS

WARSHAW BURSTEIN, LLP

ATTORNEYS AT LAW

555 FIFTH AVENUE
NEW YORK, NY 10017
TELEPHONE: 212-984-7700
FACSIMILE: 212-972-9150
WWW.WBCSK.COM

April 10, 2016

34 17th Street Project LLC
c/o Atkins & Breskin, L.L.C.
133 Norfolk Street
New York, New York 10002

Re: 34 West 17th Street Condominium
334 West 17th Street
New York, New York 10011 (the "Condominium")

Dear Gentlemen:

You have requested our opinion regarding the allocation of common interests to the Units at the above referenced Condominium as required by NYCRR Section 20.3(y)(5). Except where otherwise indicated, the terms used in this opinion have the same meaning as in the Offering Plan for the referenced project (the "Plan").

In connection with rendering this opinion we have reviewed the allocation of Common Interests as shown on Schedule A of the Plan and the Declaration establishing the Condominium. We have also considered the relevant sections of the New York State Condominium Act and such other materials as we deemed relevant. As to matters of fact material to our opinion we have relied solely upon the factual determinations made by Douglas Elliman, LLC as set forth in its opinion letter dated March 28, 2016 contained in the Plan as required by NYCRR Section 20.3(i). We have made no independent investigation of the truth or accuracy of the factual determinations of Douglas Elliman, LLC.

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

Accordingly, based on the foregoing it is our opinion that Real Property Law Section 339-i has been complied with in assigning Common Interests to the Units. This opinion, while based upon existing rules of law applied to the facts and documents referred to above, is not a guarantee to purchasers. In no event will the Sponsor, Warshaw Burstein, LLP, the Selling Agent or the Condominium Board be liable if there are changes in the facts on which we have relied in issuing this opinion or if there are changes in RPL Section 339 or other applicable law.

The opinion expressed herein is based solely on New York law in effect on date hereof.

We hereby authorize the use of this opinion, or a reproduction thereof, in the Plan and references to our name in the Plan.

Very truly yours,

WARSHAW BURSTEIN, LLP

I. THE COMMERCIAL UNIT

Sponsor (its affiliates and their successors and assigns) reserves the right to use the Commercial Unit for any lawful purpose permitted under the Zoning Resolution of the City of New York and other applicable law except that the Commercial Unit may not be used for any obscene or noxious purpose, or any purpose that will regularly cause noise in excess of that normally tolerated in a luxury New York City residential condominium building.

Sponsor makes no representation as to what the actual use of the Commercial Unit will be at any time. Neither the Board nor the Residential Unit Owners will have any right to restrict or limit any lawful use of the Commercial Unit. No representation or warranty is made as to who the owner or tenants of the Commercial Unit may be at any time or as to the uses to which such Unit may be put at any time. Any and all rents, revenues and profits of any type whatsoever from the Commercial Unit shall belong to the Commercial Unit Owner.

The Commercial Unit Owner will be entitled to elect or designate one member of the Board of Managers as the Commercial Member.

The Commercial Unit Owner has certain special rights under the Declaration, including, among others, an easement of ingress and egress through certain Common Elements, easements for the installation, maintenance, repair and replacement of canopies, awnings and signs, for the installation maintenance, repair and replacement of Utility Facilities, to create a flue or other conduits through existing common areas or shafts, and, subject to Sponsor's Signage Rights, rights to signage. The Board will not have the right to reduce services furnished to the Commercial Unit or to change or otherwise affect any means of ingress, egress or access to the Commercial Unit without the prior written consent of such Commercial Unit Owner (which consent may be granted or withheld in sole and absolute discretion of the Commercial Unit Owner). Additionally, except for minimum supports, any sidewalk bridge or scaffolding erected in front of the exterior façade adjacent to the Commercial Unit must start at least 14 feet above the sidewalk level, give the Commercial Owner the sole right to place signs on the sidewalk bridge or scaffolding adjacent to the facade of such Commercial Owner's Unit relating to the use of its space by tenants and the bridge shall be erected and maintained in a manner to minimize interference with access to and from the Commercial Unit, and visibility of the façade at the street level.

The Board of Managers, at the request of the owner of the Commercial Unit, will enter into one or more recognition agreements with any tenant(s) with which the owner of the Commercial Unit has entered into a lease for all or a portion of such Unit. Under such recognition agreement, the tenant will acknowledge that its lease is subject and subordinate to the Declaration and the Board of Managers will agree that the rights of the tenant under such lease will not be disturbed if there is a default by the owner of the Commercial Unit. The Board of Managers will also be required to cooperate with the owner of the Commercial Unit in connection with the sale, leasing and/or mortgaging of such Unit. Such cooperation shall include

execution and delivery by the Board of Managers, without charge to the Commercial Unit Owner, of such documents as may reasonably and/or customarily be required in connection with the sale, leasing or mortgaging of a Unit or the alteration of the space or modification of the certificate of occupancy required in connection therewith.

Each of the foregoing easements shall be exercised in such manner as not to unreasonably disrupt the use by other Unit Owners of their respective Units. See "**Rights and Obligations of Unit Owners and Board of Managers, Summary of By-Laws.**"

The Common Charges payable by the Commercial Unit Owner are based on the Common Interest of the Commercial Unit except as expressly indicated in the footnotes to Schedule B. The Common Charges will be utilized by the Board to defray the operational expenses of the Condominium. Generally, Common Expenses have been allocated between the Residential Units and the Commercial Unit based on anticipated usage and benefits derived by such Unit Owners, respectively, and between and among the Residential Unit Owners on the basis of percentage of Common Interest allocated to each Residential Unit. Where the allocation of Common Expenses is not based on percentage of Common Interest, or Common Expenses have been allocated only to certain categories of Units, such circumstances are set forth in the footnotes to Schedule B. The Commercial Unit Owner will be obligated to pay their allocated share of the expenses, and only such allocated share of the expenses that are incurred by the Board in furnishing those services, as well as operating, maintaining and repairing those Common Elements that are utilized by such Unit Owners. Those Common Expenses that have been allocated on the basis of Common Interest have been allocated on such a basis as follows: Those expenses to be borne by the Residential Unit Owners have been allocated on the basis of the combined percentage of Common Interest of such Units, for a total of 89.3232%. Common Expenses to be borne by the Unit Owner of the Commercial Unit have been allocated on the basis of such Unit Owner's Common Interest for a total of 10.6768%.

Based upon the opinion of FirstService Residential, as contained in the Plan, Sponsor estimates that the Common Charges payable by the Commercial Unit Owner are sufficient to cover the Common Expenses fairly attributable to the Commercial Unit. Without the prior written consent of the Commercial Unit Owner, the special allocations in the budget, as set forth in the footnotes to Schedule B, may not be changed unless such allocations are determined to be unreasonable as a result of a dispute resolved by arbitration as set forth below.

Any disputes between any Unit Owner (including, without limitation, the Commercial Unit Owner) and the Condominium Board will be resolved by arbitration to be conducted in New York City by the Real Estate Board of New York if they provide such service or if not by the American Arbitration Association. The cost of the arbitrator and the actual and reasonable attorneys fees of the prevailing party shall be borne by the losing party. In this regard, should the Commercial Unit Owner lose such arbitration, the cost of the arbitrator and the actual and reasonable legal fees of such Unit Owner or the Condominium Board, as the case may be, shall be borne by such Commercial Unit Owner. If the Condominium Board should lose any such arbitration, the cost of the arbitrator and the actual and reasonable legal fees of the Commercial Unit Owner shall be a Residential Common Expense to be shared by all Residential Unit Owners in accordance with their respective Common Interests.

In Sponsor's opinion the foregoing rights in favor of the Commercial Unit Owner will not have a material adverse impact upon the Condominium.

J. CHANGES IN PRICES OR UNITS; INTERIM LEASES

The Sponsor reserves the right to change the price of any Unit without prior notice or amendment to the Plan except that a duly filed amendment to the Plan will be required for (a) an across the board price change affecting one or more lines of Units or Unit models, (b) a price change that is to be advertised, or (c) a price increase for an individual purchaser. The offering price of a Unit is negotiable and may be changed.

In order to meet the possible varying demands for the number and type of Units or to meet particular requirements of the prospective Purchasers or for any other reason, the Sponsor reserves the right for itself and its designees at any time, by amendment to the Plan and subject to the conditions set forth below, to: (i) change the price (as set forth above), the manner of payment, and any other term of sale, (ii) change the size, number and/or layout of Units, (iii) reapportion the percentage Common Interests shown in Schedule A, and (iv) change the size or quality of the public areas of the Property. Any reallocation of the percentage Common Interests among Units will vary the estimated Common Charges for such Units from the amounts set forth in Schedule A. 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 Plan, and when applicable, to the Declaration. After the Declaration is recorded, any of the changes discussed in clauses (ii) through (iv) above may only be made by duly recorded amendment to the Declaration. As more particularly provided in the Declaration, the Sponsor and its designees will have the right to so amend or cause the Board of Managers to so amend the Declaration and Floor Plans to the extent required in order to reflect changes made as provided above. In connection with any of the changes discussed in clauses (ii) and (iv) above, the Sponsor shall obtain the consents of all governmental authorities having jurisdiction (if such consent is required by law). The provisions applicable to any of the terms described in this paragraph will be disclosed in an amendment to the Plan prior to any offer reflecting the foregoing.

No material change will be made in the size and no material adverse change will be made in the quality of Common Elements of the Property unless all Purchasers consent.

If a Purchase Agreement covering a Unit has been executed and delivered pursuant to the Plan, no material change shall made in the Unit size, layout, or percentage of Common Interest of the Unit, unless the Purchaser consents thereto.

Reservation of Right to Negotiate Purchase Price and Other Terms

Sponsor reserves the right, in its sole discretion and without prior notice or amendment to the Plan, to negotiate with Purchasers all aspects of the purchase of any Unit, including, but not limited to: purchase price, construction, additions, or improvements to the Unit or the fixtures, furniture, furnishings, or equipment contained therein or credit allowances therefor; a reduced deposit towards the purchase price and or the timing of the payment of the deposit; an extension of time to secure financing; the application of interim rent towards the purchase price; maintenance subsidies or rebates; credits against the purchase price; and payment of all or part of the Purchaser's financing costs and/or closing costs (such as attorneys fees, title insurance premiums, origination fees, commitment fees, and interest subsidies or "buy-downs");

and waiver of certain fees and charges to be paid by Purchasers as set forth in the Plan. Sponsor does not represent that it will offer any, all, or any combination of the above incentives on any particular purchase and reserves the right to make, accept or reject such offers in its sole discretion. None of the foregoing benefits will be available to any Purchaser unless specifically agreed to in writing by the Sponsor. The price and terms of all purchases will be solely as set forth in the terms of the Purchase Agreement entered into by and between the Purchaser and the Sponsor. The Sponsor further reserves the right to amend the Plan from time to time to add or delete negotiable terms.

Interim Leases

Although Sponsor is not currently offering any Purchaser or non-purchaser the right to enter into a lease for a Unit, Purchasers are advised that Sponsor expressly reserves the right to lease Units to Purchasers and/or non-purchasers on such terms as Sponsor shall determine. If the Sponsor elects to offer an interim lease to a Purchaser, the disclosures required pursuant to Title 13 NYCRR §20.3(n) and the form of interim lease will be previously disclosed in an amendment to the Plan.

K. PROCEDURE TO PURCHASE

Execution of Purchase Agreement, Deposit and Trust Provisions

A person who wishes to purchase a Unit must complete and sign four copies of the Purchase Agreement together with three copies of the completed and executed IRS form W-9 and deliver the same to the Sponsor together with a check equal to ten (10%) percent of the purchase price (the "Deposit"). Such check shall be drawn to the order of "Warshaw Burstein, LLP, as escrow agent under the Plan for 34 West 17th Street Condominium."

The terms of sale and other provisions of an actual Purchase Agreement entered into between the Sponsor and any Purchaser may vary from the provisions contained in the form of Purchase Agreement contained in Part II of this Plan as Document 1. However, such variations shall have no effect on the provisions of any other Purchase Agreement theretofore or thereafter entered into between the Sponsor and any other Purchaser nor shall such variations materially and adversely affect the Sponsor's obligations as set forth in the Plan.

All Deposits paid by Purchasers on account of the purchase price of Units under the Plan, together with all interest accrued thereon (collectively the "Deposits"), will be placed in an account in conformity with the disclosure set forth below. Sponsor will comply with the escrow and trust fund requirements of Section 71-a of the Lien Law and General Business Law Sections 352-e(2-b) and 352-h and the New York State Attorney General's regulations promulgated pursuant thereto.

Purchasers shall not be obligated to pay any legal or other expense of the Sponsor in connection with the handling or disposition of Deposits paid by such purchasers. However, nothing in the preceding sentence shall limit the obligation of any purchaser to pay the fees and expenses of the Sponsor's attorneys (to the extent such fees and expenses are expressly disclosed in the Plan as amended hereby) in connection with the purchase or closing of the Unit purchased by such purchaser under the Plan.

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 apartments in a building or group of buildings be sold before a lender will consider making a loan. Thus, it may be possible for a purchaser to experience difficulty obtaining a loan in a building or group of buildings where the sponsor or holder of unsold shares has not sold a substantial percentage of the apartments 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 an apartment if prospective buyers are unable to obtain a loan due to the same minimum sales and
investor ownership restrictions.

If the Purchaser defaults in the performance of any of Purchaser's obligations under the Purchase Agreement and fails to cure such default within thirty (30) days

following written notice to the Purchaser, as to which thirty (30) day period, **time is of the essence**, Sponsor may, at its option cancel the Purchase Agreement and retain the entire Deposit, then held by Sponsor, together with the interest thereon, as and for liquidated damages and all rights Purchaser shall cease and terminate. Time is of the essence with respect to the Purchaser's obligation to close title on the date set for closing and to pay, perform or observe all of his or her other obligations under the Purchase Agreement and to cure a default within 30 days after Sponsor gives notice to the Purchaser of such default. If the default is not timely cured by Purchaser within the 30 calendar day period (regardless of inability or other excuse for not timely curing the default), the Purchase Agreement will be cancelled and Purchaser will lose Purchaser's Deposit.

The Deposit will be deemed to have been unconditionally tendered when it is delivered to the Sponsor or the Selling Agent, together with (i) a Purchase Agreement in the form agreed to by the Sponsor and signed by the Purchaser, without any request for a change in such form or the terms of the Purchase Agreement and (ii) IRS form W-9.

The Escrow Agent:

The law firm of Warshaw Burstein, LLP, with an address at 555 Fifth Avenue, New York, New York 10017, telephone number (212) 984-7700, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Harvey I. Krasner and Frederick R. Cummings, Jr. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

The Escrow Account:

The Escrow Agent has established the escrow account at Signature Bank, located at 261 Madison Avenue, in the State of New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled Warshaw Burstein, LLP – 34 West 17th Street Condominium Escrow Account ("Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. Any deposit in excess of $250,000 will not be insured.

All Deposits received from Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to the order of Warshaw Burstein, LLP, as Escrow Agent.

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

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

The Purchase Agreement:

The escrow provisions described herein are included in a rider to the Purchase Agreement, attached as Exhibit C thereto, which must be executed by the Escrow Agent, Sponsor and Purchaser.

Notification to Purchaser:

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

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

Release of Funds:

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

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

The Escrow Agent shall release the Deposit if so directed:

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

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

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

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

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

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

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

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

Waiver Void:

Any provision in the Purchase Agreement 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.

Balance of Purchase Price and Closing Documents

The obligations of a Purchaser under a Purchase Agreement are not conditioned on obtaining financing. Any prospective Purchaser who executes a Purchase Agreement and does not obtain financing may lose his or her deposit if he or she is unable to otherwise raise the monies for the balance of the Purchase Price. Prospective Purchasers who require financing are

advised to consult with a lending institution before execution of a Purchase Agreement. No representation is made by the Sponsor as to the availability or cost of such financing.

After this Plan has been declared effective, the Sponsor shall fix dates for closing title to all Units (each a "Closing Notice") for which Purchase Agreements have been executed by serving notice on each Purchaser stating the date of the first closing and setting such Purchaser's Closing Date, which notice shall be served not less than thirty (30) days before the date set for the closing of the Units, except if the particular Purchaser shall waive the requirement of 30 days' notice. The balance of the Purchase Price shall be payable on the Closing Date by certified check drawn on and certified by, or by a bank check drawn on and by, a bank which is acceptable to the Sponsor and which is a member of the New York Clearing House Association, to the order of Sponsor or such other payee as Sponsor may direct, or at Sponsor's option by wire transfer.

The Sponsor anticipates that the first closing of a Unit will occur by January 1, 2017. Purchasers will be offered a right of rescission if: (i) the actual date of closing of title to the first Residential Unit; or (ii) the projected date of closing of title to the first Residential Unit occurs later than January 1, 2018, twelve months after the projected date for the first closing. If the Plan is amended to provide for a later projected date for the first closing, Purchasers will be entitled to an offer of rescission if the first closing occurs more than 12 months beyond that amended, later date. If an offer of rescission is granted in such circumstances, the Purchaser shall have at least fifteen (15) days from the presentation of such offer of rescission within which to elect to rescind.

However, if the first Unit closing occurs before January 1, 2017, the Sponsor may schedule closings of title to other Units significantly later than such date. Unless your Purchase Agreement contains an outside closing date, the Sponsor is not obligated to schedule your closing within any specified time frame or to ensure that closing of title to your 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.

On the Closing Date, the Purchaser shall be required to sign and deliver a Power of Attorney covering the Unit in the form contained in the Part II of the Plan and pay certain closing fees, costs and adjustments. The Power of Attorney gives the Condominium Board the right to acquire Units on behalf of the Unit Owners under certain circumstances described therein and to execute, acknowledge and deliver various documents and instruments affecting the Condominium. In addition, the Power of Attorney gives Sponsor the right to amend the Condominium Declaration, the Condominium By-Laws and the Rules and Regulations of the Condominium under certain limited circumstances. The Purchaser shall also execute at the closing the New York State and New York City real property transfer tax returns covering the sale of the Unit, any real estate reporting returns and statements required by the Internal Revenue Code (the "Code") or the regulations thereunder and the State of New York and its regulations, all other documents required by law, and all other documents reasonably required by the Sponsor or required under such Purchaser's Purchase Agreement.

The Purchaser shall also cause his attorney to execute a designation agreement provided by the Sponsor designating such attorney as the "real estate broker" who is required to file a 1099 return with respect to the purchase, and the Purchaser shall indemnify the Sponsor and its attorneys against any costs resulting from the failure of such attorney to fulfill his duties as such "real estate broker."

Default by Purchaser

If a Purchaser defaults in making any payments due under the Purchase Agreement or fails to execute and deliver documents, make the payments described above, or perform any of his other obligations under the Purchase Agreement, then the Sponsor may at its option give written notice of default under the Purchase Agreement to the Purchaser. If the default is not cured within thirty (30) days after written notice thereof, then Sponsor may, at its option cancel the Purchase Agreement and Sponsor shall be entitled, as and for liquidated damages, to (a) the payment due upon execution of the Purchase Agreement and any payments made thereunder (but not exceeding the sum of 10% of the Purchase Price thereunder), with interest earned thereon, if any, plus (b) the actual Costs and Expenses incurred by Sponsor: (b-1) for special work requested by Purchaser (to the extent the payment given therefor, if any, is insufficient), (b-2) to restore the Unit to the condition existing or originally planned to be constructed prior to undertaking the special work, and (b-3) to enforce this provision and collect such amounts. Sponsor, however, may not seek specific performance of the Purchase Agreement. Time is of the essence as to Purchaser's right to cure a default within such thirty (30) day period. Sponsor Cancellation of a Purchase Agreement will permit the Sponsor to sell the Unit to others as though the Purchase Agreement had never been made and the Purchaser shall not have any further rights against or obligations to the Sponsor, the Condominium or others purchasing such Unit.

Risk of Loss

The risk of loss or damage to the Property by fire or other casualty until the date of closing of title of the first Unit is assumed by Sponsor but without any obligation or liability upon Sponsor to repair or replace the loss or damage. Sponsor may, however, at Sponsor's option, elect to abandon the Plan (see "**Effective Date**") or to repair or replace such loss or damage. Sponsor shall notify Purchaser promptly (but not more than thirty (30) days) following the fire or other casualty whether or not Sponsor will repair or replace the damage or loss. If Sponsor elects to repair or replace such loss or damage, Sponsor will notify the Purchaser of the approximate time period required to accomplish same, and Sponsor shall be entitled to reasonable adjournments of the closing for that purpose. In the event that Sponsor elects not to repair or replace the loss or damage, the Purchaser shall have a right to rescind the Purchase Agreement, and to a prompt refund of the amount paid on execution of the Purchase Agreement, plus any interest thereon, less the actual Costs and Expenses incurred by Sponsor for special work requested by Purchaser (to the extent the payment given therefor, if any, is insufficient).

Cooling Off Period and Sponsor's Acceptance or Rejection of Agreement

If a Purchaser has not been afforded at least three (3) business days to review the Plan and all filed amendments thereto prior to executing and delivering his Purchase Agreement,

then such Purchaser may rescind his Purchase Agreement by giving notice of rescission to the Sponsor within seven (7) days after the date of such Purchase Agreement.

Each person interested in the purchase of a Unit will be required to give the Selling Agent a $150 deposit for a copy of the Plan. Such deposit will be refunded to the prospective Purchaser if he either (i) tenders a Purchase Agreement, (together with the Deposit and IRS form W-9) that is accepted by Sponsor or (ii) returns the Plan and all amendments within fifteen (15) days in good, reusable condition.

Within twenty (20) days after the Purchaser delivers to Sponsor three copies of the Purchase Agreement executed by Purchaser together with the required deposit, the Sponsor shall either (i) accept such Purchase Agreement and return one fully executed counterpart to the Purchaser (or the Purchaser's attorney) or (ii) reject such Purchase Agreement by notice thereof personally delivered or mailed by registered or certified mail return receipt requested to the Purchaser together with a refund of any deposit made by the Purchaser under his Purchase Agreement. If the Sponsor takes no action within such twenty (20) day period, then the Purchase Agreement shall be deemed canceled. Until a Purchase Agreement is executed by Sponsor and returned to the prospective Purchaser, the Sponsor will not be bound by any such Purchase Agreement submitted to it. Sponsor reserves the right to withhold Units from sale and/or to sell such Units at a later date without amendment to the Plan. The Sponsor may reject any Purchase Agreement, without cause or explanation, so long as such rejection is not based upon race, creed, color, national origin, sex or any other ground prohibited by law.

The Units are being sold in the condition described in the "Description of Property and Specifications" section of Part II of the Plan and Sponsor will not have any obligation to make any repairs or improvements except as is expressly provided in the "Description of Property and Specifications" or in the "Rights and Obligations of Sponsor" section of Part I of the Plan.

Conflicts between Plan and Purchase Agreement

A complete copy of the Purchase Agreement is included in Part II of this Plan. If any provision of the Purchase Agreement is in conflict or inconsistent with any provision of the Plan, then such conflict or inconsistency shall be resolved in favor of the Plan. The Plan and the Purchase Agreement may not contain, or be modified to contain, a provision waiving a Purchaser's rights or abrogating Sponsor's obligations under the Plan or Article 23-A of the General Business Law.

Prohibition Against Advertising

Each Purchaser is prohibited from advertising or publicizing the availability of his Unit for sale or lease prior to his Unit closing. The Purchase Agreement will contain a provision reflecting such prohibition. Sponsor shall have the right to enforce such prohibition by both legal and equitable means, including injunctive relief.

No Financing Contingency.

The Purchase Agreement between Sponsor and Purchaser is not contingent upon a Purchaser's ability to obtain mortgage financing in connection with the purchase of his Unit. A Purchaser who executes a Purchase Agreement will remain obligated under the Purchase Agreement if the Purchaser is unable to obtain financing for the purchase of the Unit. Accordingly, Purchasers are advised to inquire about the availability of financing prior to executing a Purchase Agreement.

A Purchaser may obtain financing from any lending institution or other source, but the Purchaser's obligation to purchase a Unit pursuant to a Purchase Agreement shall not be contingent upon the Purchaser obtaining such financing, so that a Purchaser will remain obligated under the Purchase Agreement whether or not such Purchaser has been able to obtain financing. Neither Sponsor nor the Selling Agent makes any representation whatsoever as to the terms or availability of any mortgage or other financing. Prospective Purchasers should be aware that even if a loan commitment is obtained, its term may be limited and it could expire before the closing date, and Sponsor shall have no obligation to schedule or conduct any closing prior to the expiration of any loan commitment and Sponsor shall have no liability as a result of any scheduling or adjournment of closing beyond the expiration of a loan commitment.

Sponsor and the Condominium will not be required to sign any financing documents which do not conform to the provisions of the Plan. Therefore, a Purchaser seeking financing should confirm with his lender that the loan documents will conform to the provisions of the Plan.

The following bank is referred to herein as "Preferred Lender": Wells Fargo Bank, N.A., 530 Fifth Avenue, New York, New York 10036. **Sponsor gives no assurance whatever that mortgage financing or any other financing will be available to Purchaser from any Institutional Lender (or Preferred Lender) or any other lender.**

Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on loans. Such restrictions may include requiring that a certain percentage (such as 35% or such greater percentage as the lender may determine) of the Residential Units in a building be sold before the lender will consider making a loan. Thus, it may be possible for a Purchaser to experience difficulty with obtaining a loan in a building where the percentage of units sold is lower than a lender's particular minimum. Even after a building becomes a condominium, lenders may still impose minimum sales requirements before granting a loan. A Purchaser's ability to resell a Unit may be affected if prospective buyers are unable to obtain a loan due to such minimum sales requirements.

Notwithstanding any provisions in the Plan to the contrary, **a Purchaser may elect that such Purchaser's Purchase Agreement shall be contingent upon the issuance to Purchaser of a Commitment for a loan from the Preferred Lender, Wells Fargo Home Mortgage, for a portion of the Purchase Price,** in accordance with the terms of the Mortgage Contingency Rider attached to the Purchase Agreement as Exhibit B thereto, provided and only in the event that Purchaser makes application to Wells Fargo Home Mortgage, Att: Stephen Lascher, Sales Manager, Private Mortgage Banking, 530 Fifth Avenue, 15th Floor, New York,

NY 10036, within ten (10) days from the date the fully executed Purchase Agreement is delivered to Purchaser, and provided further that Purchaser shall diligently, truthfully and in good faith pursue the loan applied for. Purchaser shall be required to furnish and execute all documents and shall pay all costs and expenses required by Preferred Lender to process the application and issue a Commitment, and otherwise comply with the terms of the Mortgage Contingency Rider. Upon issuance of a Commitment, the Purchase Agreement shall be deemed firm and unconditional. Some of the provisions of the Mortgage Contingency Rider are described below, but the complete terms are set forth in such rider, which is attached as Exhibit B to the Purchase Agreement.

The Contingency Period shall be thirty (30) days from the date of Purchaser's application. In the event Purchaser has received a denial or has not received either a Commitment or a denial within the Contingency Period, then (i) Purchaser may elect to cancel the Purchase Agreement by providing notice to Sponsor's Attorney no later than five (5) days after the expiration of the Contingency Period, or (ii) Sponsor may elect to cancel the Purchase Agreement by providing notice to Purchaser no later than five (5) days after the expiration of the Contingency Period, and provided each party shall have complied with all of the provisions contained herein, the down payment made hereunder shall be returned to Purchaser (subject to Sponsor's right to extend the Contingency Period).

In the event Purchaser procures a Commitment pursuant to the terms of the Mortgage Contingency Rider, and thereafter Preferred Lender refuses to fund the loan (i) because the Commitment expires before Sponsor is prepared to Close and the Preferred Lender will not extend the Commitment on the same or more favorable financial terms, or (ii) otherwise through no fault of Purchaser, for any reason except that which is within the control of Purchaser (i.e., failure to provide documentation to lender, due to a change in Purchaser's financial circumstances, failure to verify Purchaser's employment), Purchaser may cancel this Purchase Agreement on three days' notice to Sponsor of such refusal, and following delivery of proof reasonably satisfactory to Sponsor that the Preferred Lender refused to fund the loan because of circumstances described in (i) or (ii) above, Purchaser shall be entitled to a return of Purchaser's down payment.

Inspection

Purchasers will be required to inspect their Units before the Closing Date and execute an Inspection Statement. If a Purchaser fails to attend the inspection of his or her Unit, the Purchaser shall be deemed to have waived the right to require Sponsor to correct any punchlist items and patent defects with respect to the Unit. See the form of Inspection Statement annexed to the Purchase Agreement. Purchasers are advised that they will not be afforded access to their respective Units for any purpose prior to their pre-closing inspection.

ASSIGNMENT OF PURCHASE AGREEMENTS

No Right of Assignment by Purchaser

The Purchaser may not assign his Purchase Agreement without first obtaining the written consent of the Sponsor, which consent may be granted or withheld in Sponsor's sole and absolute discretion.

L. EFFECTIVE DATE

The Sponsor's offer to sell Units pursuant to the Plan is contingent upon the Plan being declared effective and compliance with the relevant conditions and time periods described in the Plan. The following provisions shall determine whether, when and how the Plan will be declared effective:

a. The Sponsor may at its option declare the Plan effective if Purchase Agreements with bona fide purchasers, including investors, have been accepted by the Sponsor for not less than 15% of the Units, that is, when the Sponsor has accepted Purchase Agreements for no fewer than two (2) Units. The Plan will not be declared effective based on Purchase Agreements:

   i. signed by Purchasers who have been granted a right of rescission that has not yet expired or been waived; or

   ii. if the Purchaser was not afforded the seven (7) day period to rescind the Purchase Agreement or the three (3) business day period to review the Plan and all filed amendments in accordance with the provisions set forth above in the section of the Plan entitled "**Procedure to Purchase**"; or

   iii. with any Purchaser who is the Sponsor, the Selling Agent, or the Managing Agent or is a principal of the Sponsor, the Selling Agent or the Managing Agent or is related to the Sponsor, the Selling Agent or the Managing Agent or to any principal of the Sponsor, the Selling Agent or the Managing Agent by blood, marriage or adoption or as a business associate, an employee, a shareholder or a limited partner; except that such a Purchaser other than the Sponsor or a principal of the Sponsor may be included if the Sponsor submits proof satisfactory to the Department of Law establishing that the Purchaser is bona fide.

b. The Sponsor must declare the Plan effective when the Sponsor has accepted Purchase Agreements for the sale of at least 80% of the Units, or at least eight (8) Units.

c. Although a Purchase Agreement for the Commercial Unit may be counted towards effectiveness, the first Unit closing for purposes of tolling the period within which the first Unit closing must take place if Purchasers are not required to be granted a right of rescission must be the closing of a Residential Unit.

d. The Plan will be declared effective by an amendment to the Plan or by a written notice mailed by certified mail return receipt requested or personally delivered to all Purchasers. If the Plan is declared effective by a written notice, an appropriate amendment to the Plan will be submitted

to the Department of Law for filing within five (5) business days after service of such notice, together with an affidavit of service as required by the Department of Law. The effectiveness amendment will state that the Plan was declared effective on a particular date, the percentage of Units to to declare the Plan effective, and a list of the Units being counted to meet the minimum percentage under the terms of the Plan to declare it effective. The closing of title to the first Unit pursuant to the Plan shall not be consummated until the Plan is declared effective and such amendment is accepted for filing.

e. Once the Plan has been declared effective the Plan may not be abandoned by Sponsor except for (i) defect(s) in title which either cannot be cured without litigation or cannot be cured for less than one half of one percent of the total amount of the offering ("Maximum Amount") in the aggregate; (ii) substantial damage or destruction of the Building by fire or other casualty which cannot be cured for less than the Maximum Amount in the aggregate; or (iii) the taking of the Property or any material portion thereof by condemnation or eminent domain.

If the Plan is abandoned, then all moneys paid by Purchasers under Purchase Agreements that were not previously canceled in accordance with provisions of the Plan shall be refunded to them, together with interest earned thereon, if any, no later than 15 days after the amendment to the Plan abandoning the Plan has been accepted for filing. The Sponsor shall promptly (i) file a notice of abandonment on Form RS-3, or such other form as the Department of Law may require, disclosing the reasons for such abandonment and account for the disposition of all moneys received by the Sponsor under the Plan, and (ii) submit to the Department of Law for filing an amendment to the Plan disclosing that the Plan has been abandoned, the amount of the payments made under Agreements and the time and manner in which these funds will be returned to Purchasers.

After the Plan has been declared effective, the sale of Units to Purchasers will close at a place and on a date (the "Closing Date") to be fixed by the Sponsor, which date shall, in the case of any Purchase Agreement dated before the date the Plan has been declared effective, be not less than thirty (30), nor more than one hundred eighty (180) days, after the date on which the Plan shall have been declared effective, unless the closing is adjourned, provided that on or before the Closing Date there shall have been accepted for filing an amendment disclosing the basis of the effectiveness of the Plan.

Notwithstanding the fact that not all Purchasers used for purposes of declaring the Plan effective may actually close, the Sponsor will re-declare the Plan effective if all Purchase Agreements are either rescinded or terminated prior to the date of the First Unit Closing, regardless of whether the condominium Declaration has been recorded.

M: TERMS OF SALE; CLOSING OF TITLE TO UNITS

Prerequisites to Closing of Title

The closing for any Unit means the transfer of title to such Unit, by means of the delivery of a deed to such Unit by the Sponsor to the Purchaser of such Unit, and the simultaneous performance by such Purchaser of his obligations to the Sponsor including, without limitation, payment of the balance of the Purchase Price for such Unit which is due on the Closing Date for such Unit. The closing of title to each Unit shall take place only after or concurrently with the following events:

i. The Plan being declared effective by Sponsor.

ii. The issuance of a partial, temporary or permanent certificate of occupancy for such Unit or the Building.

iii. The certification by the Sponsor's architect or engineer that any work to be performed by the Sponsor in advance of the Closing Date has been completed substantially in accordance with the Plans and Specifications, except (a) work in the Building which is customarily left incomplete until after occupancy, (b) work in any Unit to be done by or for the account of Purchasers, and (c) punchlist items.

iv. The recording or filing with the Office of the City Register, in New York County, as required by law, of the Declaration, By-Laws, Floor Plans and engineer's and tax authority certification required by Section 339-p of the Condominium Act.

v. 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 the Purchaser on or before the time of closing for such Unit.

vi. Written notice of the Closing Date (which notice shall advise the Purchaser of the opportunity to inspect the Unit and the Common Elements) is given to the Purchaser as provided in this Plan.

vii. The execution and delivery to the Purchaser, the Purchaser's attorneys or the Purchaser's title company of a Unit Deed covering the Unit in the form set forth in Part II of the Plan.

viii. The execution and delivery by the Purchaser of the Power of Attorney, in the form set forth in Part II of the Plan.

ix. The payment by the Purchaser of the purchase price and any closing fees and costs provided under the Plan.

x. The assignment to the Unit Owner by the Sponsor of assignable manufacturer's warranties, if any, with respect to equipment and appliances installed in and serving only the Unit; and the assignment to the Condominium of any assignable manufacturer's warranties with respect to equipment and appliances installed in and serving only the Common Elements. The Sponsor shall not be obligated to assign any warranties which are not assignable or that have not been delivered to the Sponsor, or that relate to any Common Elements that have not been completed by the Sponsor.

State of Title

Title to each Unit and its appurtenant interest in the Common Elements will be conveyed at the closing of such Unit free and clear of all liens, encumbrances, and title exceptions other than those described in the proposed Unit Deed and the title exceptions and other matters set forth below (collectively the "Permitted Encumbrances").

i. state of facts which an accurate survey of the Property would show, provided that such state of facts does not prohibit the use of the Unit for residential use or render title unmarketable;

ii. Covenants, conditions, easements, agreements of records, etc.

iii. Any other covenants, restrictions, easements, or any other encumbrance (other than for the payment of money), provided that they do not prohibit the existence of any Unit or the use of such Unit as permitted in the Declaration;

iv. Rights, if any, to maintain vaults and chutes under the sidewalk;

v. The lien of any Common Charges, real estate taxes, water frontage and/or meter charges, sewer rents, vault charges and assessments, provided that apportionment of such items is made as provided in this Plan;

vi. Service, labor, concessionaire and maintenance agreements contemplated under this Plan;

vii. Any Interim Lease with the Purchaser of such Unit and any other leases, tenancies and occupancies permitted by the Purchase Agreement for such Unit;

viii. Any lien, encumbrance or lis pendens either (i) for which the instrument required to remove said encumbrance of record is delivered at or prior to the Closing Date to the proper party or to the Purchaser's title insurance company or the Preferred Title Company together with the required recording or filing fee or (ii) as to which the Purchaser's title insurance company or the Preferred Title Company will insure that the lien,

encumbrance or lis pendens will not be collected out of or enforced against the Unit;

ix. The lien of any assessment or assessments which are or may become payable in annual installments of which any installment is then a charge or a lien, provided that apportionment thereof is made as provided below;

x. Party wall agreements, if any

xi. Sidewalk violations of record;

xii. Judgments, bankruptcies or other returns against other persons having names the same as or similar to that of the Sponsor or any of its principals, provided the Sponsor delivers to the Purchaser or the Purchaser's title insurance company or the Preferred Title Company an affidavit showing that such judgments, bankruptcies or other returns are not against the Sponsor;

xiii. Uniform Commercial Code financing statements or conditional bills of sale provided that (i) such statements were filed on a date more than five years prior to the Closing Date, (ii) Sponsor executes and delivers to the Condominium an affidavit setting forth that the property covered thereby is no longer in the Unit or is fully paid for, or (iii) a tenant is the debtor thereunder;

xiv. The printed exceptions set forth in title Commitment No. 907578 of Royal Abstract of New York LLC, for Stewart Title Insurance Company (or in the title insurance policy issued pursuant to such title commitment) or in any title policy issued by a title company that is authorized to do business in the State of New York and that is a Member of the New York Board of Title Underwriters, including without limitation the following:

xv. Defects and encumbrances arising or becoming a lien after the Closing Date and not previously known or of record and not caused by the Sponsor or those acting under the Sponsor;

xvi. Consequences of the exercise and enforcement or attempted enforcement of any governmental, war or police powers over the Unit or the Property;

xvii. Any laws, regulations or ordinances (including, but not limited to zoning, building, and environmental protection) as to the use, occupancy, subdivision or improvement of the Unit or the Property, adopted or imposed by any governmental body, or the effect of any noncompliance with or any violation thereof;

xviii. Judgments against the insured or estates, interests, defects, objections, liens or encumbrances created, suffered, assumed or agreed to, by or with the privity of the Purchaser;

xix. Title to any property beyond the lines of the Unit or the Property, or title to areas within or rights to easements in any abutting streets, roads, avenues, lanes, ways or waterways, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement, other than the ordinary rights of access and egress belonging to abutting owners;

xx. Title to any personal property, whether the same be attached to or used in connection with the Unit or the Property or otherwise;

xxi. All of the terms, easements, covenants and conditions of the Agreement, the Declaration and By-Laws as they are subsequently filed or recorded and the Plan and any amendments thereto, including, without limitation, the following:

1) Easements for the continuance of encroachments on the Unit and on the General Common Elements or the Limited Common Elements by other Units or portions of the General Common Elements or Limited Common Elements then existing, by reason of the construction of the Building, or thereafter occurring by reason of the settling or shifting of the Building, or by reason of the repair, alteration, and/or restoration by the Commercial Unit Owner, Sponsor and/or its designees or the Board or encroachments by such other Units or such General Common Elements, or Limited Common Elements, after damage by fire or other casualty or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Commercial Unit or the General Common Elements, or Limited Common Elements, made by the Commercial Unit Owner, Sponsor or the Board, and similar encroachments by the Unit on other Units, the Common Elements or Limited Common Elements, so that any such encroachments may remain as long as the Building stands;

2) Easements in favor of the owners of other Units to use sidewalks, pipes, flues, wires, conduits, ducts, cables, storm drainage facilities, sanitary system, water, sewer, utility lines, and other General Common Elements and any Limited Common Elements, including those located in the Unit itself or elsewhere on the Property, serving such other Units, and easements of support, subjacency and necessity in favor of each Unit and/or the General Common Elements and any Limited Common Elements;

3) Easements to the Sponsor and any affiliate of the Sponsor and their successors, assigns, invitees, licensees contractors, employees and tenants, on, in, over and across all areas of the Property for (i) construction, installation, maintenance, ingress to and egress from and the right to use sidewalks, pipes, flues, conduits, ducts, cables, wires, storm drainage facilities, sanitary system, water, sewer and other utility lines and other General Common Elements, and Limited Common Elements; (ii) ingress to and egress from all areas of the Property and the use thereof (in common with Unit Owners) for construction contemplated by the Plan and for development and maintenance of the Property or any Unit; and (iii) the erection, maintenance, repair and replacement from time to time of one or more

signs on the Property for the purposes of advertising the sale of Units and the leasing of space in any Unit or otherwise (see also the heading "**Sponsor's Right of Access**" and **"Sponsor's Signage Rights"** in "**Rights and Obligations of Sponsor**");

4) Easements in favor of the Board, its agents, contractors and employees to (i) have an unlimited right of access to the Unit and to the General Common Elements and Limited Common Elements, to inspect, maintain or repair or to make repairs to the Unit to prevent damage to the General Common Elements and any Limited Common Elements, or any other Units.

5) Easements in favor of the Commercial Unit Owner to (i) erect, maintain, repair and replace from time to time one or more signs on the Property for the purposes of advertising the sale of the Commercial Unit and the leasing of space in the Commercial Unit or advertising any of the services and/or facilities or the services and/or facilities of any tenants occupying the Commercial Unit, (ii) use of the stairways, walkways, and other public spaces within the Property, subject to notice requirements, for any purpose necessary in connection with the maintenance, repair, operation, improvement or use of the Commercial Unit, and (iii) use (subject to notice requirements) of the stairways and corridors in the cellar for access to and use of the building mechanical rooms in the cellar for installation, maintenance, repair and replacement of machinery, equipment, conduits and related Utility Facilities serving the Commercial Unit.

6) Easements in favor of Sponsor in and through the Common Elements, as deemed necessary to use, construct, erect, maintain, repair and replace flues, ducts, conduits and risers including, without limitation any and all cables conduits, wires, apparatus equipment and electrical lines as may be desirable in connection with the installation, maintenance, repair and/or replacement of wireless internet, telecommunications or similar equipment on the roof or elsewhere in or on the façade of the Building as deemed necessary or desirable in connection with installing, repairing, replacing or maintaining the Utility Facilities or Sponsor's Signage Rights.

7) Non-exclusive easements in favor of Sponsor over the General Common Elements, the Residential Common Elements and the Limited Common Elements to maintain its Sponsor's Communication Rights. 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 requested by the Purchaser, Royal Abstract of New York, LLC, for Stewart Title Insurance Company (the "Preferred Title Company"), will agree to insure, upon payment by Purchaser of the premium for such insurance (see the estimate of the cost described below in "Closing Costs and Adjustments"), (i) that the Purchaser has fee title to the Unit, free and clear of all liens and encumbrances except those set forth in the Plan, and subject to the provisions of the Declaration and By-Laws and any mortgage executed, or any other encumbrance created, by the Purchaser; (ii) that the Unit is part of the Condominium which was validly created pursuant

to Article 9-B of the Real Property Law. Notwithstanding Sponsor's designation of the Preferred Title Company as such, the Purchaser will be free to select a title company of Purchaser's choice.

Deed

The Unit Deed to be delivered by the Sponsor for any particular Unit shall be a bargain and sale deed with covenants against grantor's acts in the form set forth in Part II of the Plan.

Window Guards

Each owner of a Residential Unit will be responsible for the installation of window guards at such Unit Owner's cost and expense, if such installation is required by applicable law. Purchasers are advised that window guards are required if children under the age of 10 will reside in the Residential Unit. At the closing of title, each Purchaser will be required to execute and deliver to Sponsor a statement as to whether any children under the age of 10 will reside in the Unit. If children under the age of 10 will reside in the Unit, Sponsor will cause window guards to be installed in the Unit and the Purchaser will be required to reimburse Sponsor for the cost of such installation. No Purchaser with any children under the age of 10 will be permitted to occupy a Residential Unit until and unless window guards have been installed in the Unit. The windows at floors 2 through 10 will be new aluminum windows with limit-stops to prevent the windows from opening more than four inches (4"), and accordingly no window guards are required or provided for such windows.

Personal Property

No personal property is included in the sale of any Unit except as expressly provided in the Plan or in the Description of Property and Specifications in Part II. All personal property affixed to or located within the Common Elements that is owned by the Sponsor and is used in connection with the Common Elements on the date of the recording of the Declaration shall be deemed to be part of the Common Elements unless such personal property is used in connection with any Unit which is owned by the Sponsor or unless otherwise provided in this Plan.

Each Purchaser shall accept title to his Unit (without abatement in, or credit against, the purchase price or provision for escrow) notwithstanding that construction of (a) minor details of the Unit or the Building including the so-called "punchlist items" or (b) other Units or (c) portions of the Common Elements (including the Residential Elements and Limited Common Elements) have not been completed. The Sponsor, however, will remain obligated to complete construction in accordance with the Plans and Specifications as provided in the Plan.

A Purchaser will be required to examine his Unit with the Sponsor's representative during normal business hours prior to the title closing for his Unit and will be obligated to sign and deliver to the Sponsor at or before the closing an Inspection Statement in the form set forth in Part II acknowledging the condition in which he has received his Unit.

The risk of loss or damage to the Property by fire or other casualty until the date of closing of title of the first Unit is assumed by Sponsor but without any obligation or liability upon Sponsor to repair or replace the same. Sponsor may, however, at Sponsor's option, elect to abandon the Plan (see "Effective Date" section of this Plan) or to repair or replace such loss or damage. If Sponsor elects to replace such loss or damage, then at Sponsor's option, it shall be entitled to reasonable adjournments of the closing.

If there are encumbrances (other than Permitted Encumbrances) affecting the Property at the time of the Closing Date under the Plan, the Sponsor, except as set forth below or as otherwise provided in this Plan, shall cause such encumbrances to be cured on or before the Closing Date or within a reasonable time thereafter

N: CLOSING COSTS AND ADJUSTMENTS

Estimated Closing Costs and Adjustments

The estimated closing costs for a Unit with a purchase price of $3,000,000 and bank financing of $1,800,000 (60% of the purchase price) is approximately $158,824, which is comprised of the following and does not include purchaser's attorney's legal fees, legal fees of lender's counsel, lender tax escrows and closing adjustments which will vary from lender to lender. Estimated closing costs include:

(a) New York City real property transfer tax (at the rate of 1% of the "Adjusted Purchase Price" (defined below) of $500,000 or less, or at the rate of 1.425% of the Adjusted Purchase Price if greater than $500,000): $42,750

(b) New York State transfer tax (at the rate of).4% of the Adjusted Purchase Price, rounded up to the nearest $500, plus a so-called Mansion Tax of 1% of the Adjusted Purchase Price, if the Adjusted Purchase Price is $1,000,000 or more: $42,000

(c) Estimated governmental recording fees and charges for the Unit deed ($400), the Unit Owner's Power of Attorney in favor of the Board ($100), and Purchaser's mortgage ($300), (fees at the rate of $43 per instrument and $5 per page), the New York State equalization and assessment form ($165), the UCC-1 Financing Statement (filing and services fees of $75) and miscellaneous recording, document and service fees (estimated at $250)[1]: $1,290

(d) Mortgage recording tax at the rate of 2.05% of the mortgage (if less than $500,000) or 2.175% of the mortgage (if $500,000 or more); minus $30 and minus 0.25% payable by the mortgage lender (before deducting the savings arising from the statutory credit, which is payable to Sponsor); borrower's portion is $34,620 and lender's portion is $4,500: $34,620

(e) Premium for simultaneous fee and mortgage title insurance (bulk rate), $8,279 for fee title insurance and $1,303 for mortgage title insurance: $9,582

(f) Projected mortgage loan fees and costs (based on the following assumptions and estimates: $13,500 for loan commitment fee (at .75% of loan amount); $750 for appraisal; $300 for loan application; $150 for document preparation; $50 for UCC-1 filing fee; $750 for lender's legal fee; and $700 allowance for potential miscellaneous expenses: $16,200

Residential Working Capital Fund Payment (equal to two months' Common Charges): $7,560

[1] Governmental recording fees and charges may vary from time to time.

Legal fees to Sponsor's designated attorney[2]:	$2,500
(g) Allowance for gratuity to closer for title insurer and contingencies:	$250
(h) Estimated Title insurer service charge to record instruments	$ 50
	$158,348

The above amounts are merely estimates of the amounts that would be charged by the Preferred Title Company, and are subject to change by it. [3]

The following is a more detailed explanation of the estimated closing costs and expenses to be borne by each Purchaser of a Unit:

1) Cost of Title Insurance. If the Purchaser orders title insurance then Purchaser will have to pay the premium for such title insurance. The premium will vary depending on the purchase price of the Unit. If ordered from the Preferred Title Company, based on the rates in effect as of January, 2012, the rates for fee title insurance and mortgage title insurance alone are as follows:

"SECTION 1 – OWNER'S AND MORTGAGE POLICY RATES

TITLE INSURANCE RATE SERVICE ASSOCIATION
RATE MANUAL (11/05/01, revised 3/3/10)

ZONE 2 (includes New York City)

Amount of Insurance		Owners' Policy	Loan Policy
First $35,000 or less MINIMUM PREMIUM EXCEPT SIMULTANEOUSLY ISSUED POLICIES		$402	$344
Each additional $1,000 (or fraction thereof)			
From	To		
35,001	50,000	6.67	5.55
50,001	100,000	5.43	4.54
100,001	500,000	4.36	3.64

[2] $1,750 for each Unit if not financed, or $2,500 for each Unit if financed.

[3] Title insurer service charges may vary and differ, depending upon the title insurer or agent.

500,001	1,000,000	3.98	3.31
1,000,001	5,000,000	3.66	3.05
5,000,0001	10,000,000	3.25	2.71
10,000,001	15,000,000	3.07	2.55
15,000,001	and up	2.76	2.31

The applicable rates for MORTGAGE TITLE INSURANCE ISSUED SIMULTANEOUSLY WITH A POLICY FOR FEE TITLE INSURANCE for a Unit are as follows:

Whenever application is made for an individual owner's...and/or loan policy on condominium units...shown on a condominium plan...of at least 10 units, the following rate may be applied if the base fee title or a blanket mortgage covering the condominium...was previously insured:

1. Owner's...insurance: Charge seventy percent (70%) of the applicable owner's rate.

2. Loan insurance: Charge seventy percent (70%) of the applicable loan rate.

3. Simultaneous issue of fee owner's...and loan policies (covering identical premises): Charge the rate set forth in Paragraph (1) above for the owner's...policy. For the amount of the loan policy up to the amount of the owner's policy, charge thirty (30%) of the rate set forth in (2) above. For the amount of the loan policy in excess of the amount of the owner's policy, charge the rate set forth in (2) above."

2) Recording Fees and Transfer Taxes. Pursuant to Section 11-2104 of the New York City Administrative Code and Section 1404(a) of the New York Tax Law, the New York City real property transfer tax and the New York State real estate transfer tax would be (in the absence of any provision, such as is provided in this Plan, for the Purchaser to pay such tax) the obligation of the seller in connection with the transfer by the seller of the Unit to a Purchaser, although such Purchaser is liable for such tax if the seller fails to pay it. While the New York City and New York State transfer taxes are customarily paid for by the seller in condominium unit transactions, the burden of paying those taxes may be modified by contract. As is common in many other condominium developments in New York State, the Purchase Agreement provides that the Purchaser of a Unit will be required to pay these transfer taxes at the closing. Both New York State and New York City have taken the position that where a Purchaser pays either or both of these taxes, such payment constitutes additional consideration to the seller and must be considered in computing the tax due. For purposes of computing transfer taxes, the Purchase Price is increased by the amount of the transfer tax (the "Adjusted Purchase Price"). The effect is to pay a transfer tax on the transfer tax. In addition, if the Purchaser pays $1,000,000.00 or more for one Unit inclusive of any consideration added as a result of Purchaser's payment of New York City Real Property Transfer Tax or New York State Real Estate Transfer Tax, the Purchaser will be obligated to pay the additional 1% transfer tax (known as the "Mansion" tax).

3) Loan Closing Costs. If the Purchaser of a Unit obtains a purchase money first mortgage loan from a lending institution, then he will customarily pay at the closing

of title the following additional costs: (i) mortgage recording tax in the amount of approximately: (a) 2.05% of the mortgage if it does not exceed $500,000, minus a $30.00 deduction if the mortgage states that it covers a one or two family dwelling (although the aggregate mortgage recording tax is generally 2.05%, Chapter 788 of the Laws of 1978 provides that a portion of said tax equal to .25% of the mortgage shall be paid by the lender in certain cases); or (b) 2.175% of the mortgage if the mortgage exceeds $500,000, minus the $30.00 deduction, and if the mortgage states that it covers a one or two family dwelling, subject to the obligation of the lender to pay a portion of said tax equal to .25% of the mortgage in certain cases, as aforesaid; (c) 2.80% of the mortgage amount on a mortgage in excess of $500,000 on a commercial unit; (ii) the premium for the mortgage title insurance policy discussed above; (iii) mortgage recording fees based on the rates discussed above; (iv) the lending institution's attorneys' fees pertaining to the mortgage; (v) the lending institution's appraiser's fees; and (vi) origination or other fees. In addition, the Purchaser may be required by the lending institution to deposit monthly with the lending institution a reserve for the payment of real estate taxes and insurance premiums commencing with the date of closing of title to the Unit. The amount of the deposit will be a multiple of the estimated monthly real estate taxes and insurance premiums and will vary in accordance with the date of closing of title to the particular Unit. If Purchaser is obtaining financing, lenders will customarily require Purchaser to pay the fee of lender's attorney, which will vary. The Sponsor makes no representation as to what additional closing costs may be charged by any particular lender, including any Preferred Lender.

4) Late Fee; Other Charges. If the Purchaser fails to close on the Closing Date for any reason, then (i) the closing adjustments shall be made as of midnight of the day preceding the date originally scheduled for the Closing Date and (ii) the Purchaser shall pay to Sponsor, as a late fee, per diem interest on the Purchase Price at the rate of 12% per annum prorated for each day of the Delay Period, to compensate Sponsor for loss of potential earnings on the purchase Price. The provisions of this paragraph shall not be applicable if, through no fault of Purchaser, Sponsor postpones the Closing Date except to the extent that thereafter the Purchaser postpones the closing for any reason or is in default. Purchaser will pay Sponsor's designated attorney $500 for each default notice, and $350 for each time the Closing is rescheduled through no fault of Sponsor.

5) Mortgage Recording Tax Credit. To the extent that the Purchaser is entitled to any credit against the mortgage recording tax by reason of any prior mortgage against the Unit or the Property, the Purchaser shall pay to the Sponsor at the closing for such Unit the amount of any such credit.

6) Residential Working Capital Fund Contribution. A Residential Working Capital Fund for the Condominium shall be established as follows: Upon the closing of the purchase of a Residential Unit, the Purchaser will be required to pay to the Condominium an amount equal to two months' common charges for such Residential Unit ("Residential Working Capital Fund Contribution") as initial working capital for the Residential Working Capital Fund. This contribution is not refundable or transferable if the Purchaser sells his Unit.

7) Closing Adjustments. At the closing for any Unit, adjustments will be made as of midnight of the day preceding the closing date between Sponsor and each Purchaser with respect to (a) real estate taxes and any assessments, on the basis of the period for

which assessed, (b) Common Charges for the month in which title closes, (c) accrued rent and any other charges pursuant to the lease to the Purchaser, if any, covering the Purchaser's Unit and (d) water charges and sewer rents if separately assessed. Each Purchaser shall pay to the Sponsor the amount of any net adjustments in favor of Sponsor. All adjustments shall be made between the Sponsor and the Purchaser as of the midnight preceding the date for the closing of title fixed in the original notice of closing for such Unit by the Sponsor, whether or not title actually closes on that date, unless the closing is adjourned at the Sponsor's request. If a Unit has not then been separately assessed for the current tax fiscal year, the apportionment of taxes for such Unit shall be computed as described in Footnote 5 to Schedule A. If the real estate taxes have not yet been paid for the current fiscal year in which the Closing Date for a Unit occurs, then, at the Sponsor's option, the Purchaser of such Unit will pay his proportionate share of such real estate taxes (for such then current fiscal year) to the Sponsor on the date on which title closes, and the Sponsor will then be responsible for payment of such amount paid by the Purchaser to the Sponsor on account of real estate taxes for the then current tax fiscal year. Until separate tax bills are issued with respect to the Units, real estate taxes and any assessments shall be a Common Expense, except to the extent an apportionment is made as provided above, and the Board shall pay such taxes and any assessments to the appropriate local taxing authority. Sponsor shall have the right (but not the obligation) to advance the amount of real estate taxes and assessments, if any, and to pay same to the taxing authority. In such case the Condominium Board shall reimburse Sponsor the amount so advanced within fifteen (15) days following the date that Sponsor advances such funds on behalf of the Condominium Board. Upon the Condominium Board's failure to timely reimburse Sponsor, the Sponsor shall be entitled to exercise all rights and remedies at law and in equity and shall, in addition, be entitled to receive interest on the unpaid amount at the lesser of (i) the then maximum lawful rate or (ii) 18% per annum. Further, Sponsor shall be entitled to be reimbursed the cost of its reasonable legal fees and court costs in connection with its enforcement of the foregoing obligations of the Condominium Board.

Until the Units have been separately assessed, all post-closing amendments shall disclose that the real estate taxes are being collected as a Common Expense.

8) Each Purchaser will be responsible for the fees and expenses of such Purchaser's own attorney if such Purchaser chooses to retain one.

9) Each Purchaser shall be required to pay to Sponsor's attorneys, Warshaw Burstein, LLP, a fee for each Unit purchased which will cover the legal and other fees and expenses of processing the sale of the Unit at the same time as the balance of the purchase price for the Unit is due and payable under the Plan as follows:

(i) Basic fee for closing of sale, without mortgage financing (including, without limitation, preparation of the Unit Deed and Power of Attorney, and coordinating and attending the closing as set forth in the Plan) -- $1,750;

(ii) Basic fee for closing of sale, with financing (including, without limitation, preparation of the Unit Deed and Power of Attorney, and coordinating and attending the closing as set forth in the Plan) -- $2,500.

(iii) Additional attendance fee if the closing does not occur at the office of Sponsor's attorney -- $500 if in Manhattan, or $700 if elsewhere in New York City (in no event shall Sponsor shall be required to close at a location outside of New York City).

(iv) Additional fee if the closing is adjourned for any reason other than at Sponsor's request -- $350 for each time closing is so adjourned.

From and after the closing of title to a Unit, the Purchaser will be obligated for the payment of Common Charges, real estate taxes and assessments, water charges and sewer rents (if separately assessed against the Unit) and all other expenses with respect to his Unit whether or not he has taken possession of his Unit.

The mortgage and fee title policy premiums, the recording taxes and charges and the transfer tax rates set forth above are those in effect as of the date of this Plan, and are subject to change. Each Purchaser shall be required to pay the title policy premiums, recording taxes and charges, deed stamps and any transfer taxes in effect as of the date of the closing of title to his Unit.

The Sponsor anticipates that the only items which will be apportioned at the closing of title to the Units will be the items described above. If any other items are to be apportioned at closing, the Sponsor will advise the Purchaser in writing of those items at least three (3) days before the closing.

Expenses of Offering

The Sponsor will pay all of the expenses of creating the Condominium and of making this offering to Purchasers, including the closing costs of the Sponsor in connection with this Plan, except for such closing fees to be paid by Purchasers as may be described above and in the other provisions of this Plan. For the most part, these costs paid by the Sponsor include legal and other professional fees incurred in connection with the preparation of this Plan, filing fees incurred in connection with submissions to the Department of Law, recording fees for the Declaration, selling commissions of brokers engaged by the Sponsor, and advertising and reproduction costs of the Sponsor.

Closing Adjustments Between Sponsor and Condominium

The Sponsor will be responsible for all the required operating expenses of the Property accruing prior to the date of the closing of title to the first Unit pursuant to the Plan. The Condominium shall be required to pay all operating expenses of the Property accruing on or after the date of the closing of title to the first Unit pursuant to the Plan.

The following items shall be apportioned between the Sponsor and the Condominium as of midnight of the date preceding the date of the closing of title to the first Unit pursuant to the Plan: (a) water charges and sewer rents (unless separately assessed to Units) based on the fiscal year therefore or, if there be water meters on the Property, the Sponsor shall furnish readings to a date not more than thirty (30) days prior to the First Closing and the unfixed water charges and the unfixed sewer rents, if any, based thereon for the interim shall be

apportioned on the basis of such last reading; (b) deposits, fees, charges or payments in connection with all permits, licenses, utilities, service and maintenance agreements which are assigned by the Sponsor to the Condominium; (c) the cost of fuel on hand, if any, as estimated by the Sponsor's supplier and any other supplies on hand; (d) insurance premiums for transferable policies, if any, which Sponsor transfers to the Condominium; (e) employees' wages and benefits pursuant to the First Year's Budget and/or any applicable Union contract and any other payments or obligations relative to employees, (f) charges for electricity for the Common Elements; and (g) operating expenses and any other prepaid items (including, without limitation, charges for gas and electricity for the Building, if applicable). In addition, the Sponsor shall pay all installments for assessments due prior to the date of the First Closing and the Condominium shall pay all such installments due after such date.

If the net closing adjustments are in favor of the Sponsor, then the amount of such net closing adjustments shall be paid to the Sponsor in twelve (12) equal monthly installments commencing one month after the date of the First Closing, in accordance with a promissory note of the Condominium to be delivered to Sponsor on the date of the First Closing. The note shall mature on the first anniversary of the First Closing at which time all unpaid principal shall be due and payable. The note shall not provide for interest, except that from and after the maturity, whether by acceleration or otherwise, the note shall bear interest at the lesser of (i) 18% per annum or (ii) the highest rate permitted by law. It is noted that net closing adjustments in favor of Sponsor, if any, generally represent costs for which the Condominium is responsible that have been prepaid by Sponsor for a period covering part or all of the first year of Condominium operation and, as such, the amount thereof is reflected in Schedule B - Budget for First Year of Condominium Operation.

O. RIGHTS AND OBLIGATIONS OF SPONSOR

1. Reservation by Sponsor of the Right to Rent Residential Units

Sponsor will, in good faith, endeavor to sell in a diligent and reasonably timely manner, rather than rent the Residential Units. Sponsor nevertheless reserves the unconditional right to rent rather than sell Residential Units both before (see Section J, Changes in Prices or Units; Interim Leases) and after consummation of the Offering Plan.

Sponsor's ability to sell Residential Units in an amount sufficient to (i) pay its expenses of the development and construction of the Condominium and sales of Units (including, without limitation, expenses attributable to construction costs, architectural fees, overhead, general conditions, sales, marketing, legal fees, taxes, administration and interest), and (ii) make a profit on its investment in the Condominium, will all have a bearing on the price at which Sponsor is willing to sell its Residential Units.

2. Sponsor's Work

No bond or other security has been furnished to secure performance of the following obligations.

Sponsor has obtained and closed on financing from Doral Bank on January 14, 2015. The availability to Sponsor of this financing is not conditional, and this financing has been and will continue to be applied towards performance and completion of Sponsor's Work. Sponsor will satisfy its obligations to Doral Bank as required prior to any Closing on a Residential Unit to permit Sponsor to convey unencumbered title to each Unit to its Purchaser. Doral Bank has agreed to release individual Units from the lien of its mortgage upon certain conditions, including payment to Doral Bank of a release amount (the "Release Amount") equal to the greater of 100% of the Net Sales Price (hereinafter defined) of the Unit being conveyed or 125% of the released Unit's proportionate share of the costs, as determined by Doral Bank's consulting engineer, based upon a per square footage basis of the released Unit. The Net Sales Price shall be equal to the sales price as set forth in the Purchase Agreement, less reasonable real estate broker's commissions paid by Sponsor, transfer taxes actually paid by Sponsor, if any, other title expenses customarily charged to sellers and actually paid by Sponsor, the reasonable legal fees of Sponsor's attorney and any reserves that Sponsor must pay to the Condominium Association, if any, in accordance with the requirements of the Office of the Attorney General of the State of New York, all of which together shall not exceed ten
percent (10%) of the Purchase Agreement sales price.

Sponsor has undertaken the following obligations in connection with the renovation of the Building:

(v) Sponsor will, at Sponsor's sole cost and expense, expeditiously and with reasonable diligence, perform or cause to be performed such work, and will supply or cause to be supplied all materials, which are necessary to complete the renovation of the Building substantially in accordance with the description contained in "**Description of Property, Specifications and Building Condition**" contained in Part II of the Plan.

Sponsor will not be obligated to correct and will not be liable to any Purchaser as a result of any insubstantial variations from the Plans and Specifications or the description of a Residential Unit set forth in the Plan. Sponsor reserves the right to amend or modify, in any way, the Plans and Specifications (including, without limitation, changing materials, appliances, equipment, fixtures and other construction details) provided, however, that:

(A) any materials, appliances, equipment and fixtures which Sponsor may substitute will be similar products of substantially equal or better quality or design; and

(B) Sponsor will not materially change the size or location of the Residential Units or Common Elements if such changes affect the percentage of common interest or adversely affect the value of any Residential Unit to which title has closed or for which a Purchase Agreement has been executed and is in effect, unless all affected Residential Unit Owners and Purchasers consent in writing to such changes.

(vi) Sponsor will cause any mechanic's liens arising out of the improvements to the Building to be discharged on or prior to the Closing Date, or in the alternative Sponsor may elect to make arrangements with the company insuring the Purchaser's title to the Unit or the Preferred Title Company to affirmatively insure against collection thereof out of or enforcement against the Unit or any portion thereof by providing an indemnity, posting a bond or escrowing a sum deemed sufficient by such title company or otherwise causing the title company to omit any exception in its title insurance policy relating to such mechanics lien. The Sponsor agrees to pay the authorized and proper work involved in the rehabilitation and establishment and sale of the Condominium that the Sponsor is obligated to complete under the Plan.

(vii) If, by the Closing Date under the Plan, only a temporary Certificate of Occupancy (also referred to as a "TCO") for the Building or a Unit for which title has closed shall have been issued, then the Sponsor will use all reasonable diligence to cause the local building department to renew continuously the temporary Certificate of Occupancy until the permanent Certificate of Occupancy (also referred to as a "PCO") covering all Units offered under this Plan shall have been issued. Sponsor will, at Sponsor's sole cost and expense, do and perform or cause to be performed all work and supply or cause to be supplied all materials necessary to renew the temporary Certificate of Occupancy and to obtain a PCO. However, if any Unit Owner is performing or causing to be performed any work in his Unit, the Sponsor shall have no obligation to obtain or renew a partial, temporary, or permanent Certificate of Occupancy with respect to such Unit if the issuance of such Certificate of Occupancy is delayed or prevented by such work. Prospective purchasers are advised that a permanent Certificate of Occupancy is required for permanent use of the Building. A temporary Certificate of Occupancy may only be renewed, pursuant to current laws and practices, for a total of up to two years from the date of its original issuance. If the temporary Certificate of Occupancy shall have expired prior to issuance of a PCO, occupancy of the Units will be a violation of law, subjecting the occupants to legal penalties, including possible eviction

of occupants. The Sponsor anticipates obtaining a PCO for the Property by no later than two years from date of the First Closing and shall use reasonable efforts to obtain same.

(viii) If a PCO has not been issued as of the date of the First Closing and the Sponsor has obtained a least a TCO for the Building, the Sponsor will cause to continue to be held in escrow all monies previously deposited and being held in escrow pursuant to Section 352-e(2-b) of the General Business Law unless Sponsor's engineer or architect certifies that a lesser amount will be reasonably necessary to complete the work needed to obtain a PCO. Any sum of money exceeding the amount certified by the Sponsor's engineer or architect will be released to the Sponsor. Upon the issuance of the PCO, such escrow deposit will be released to Sponsor without the consent of any other party. Alternatively. Sponsor may deposit with an escrow agent any one or a combination of the following: cash or an unconditional, irrevocable letter of credit or Sponsor may post a surety bond and/or maintain unfunded, a portion of the construction loan available to Sponsor for construction purposes aggregating the amount certified by Sponsor's engineer or architect. In such case, Sponsor shall have the right to draw down remaining portions of said letter of credit, cash, construction loan available to Sponsor for construction purposes, provided the unfunded portion of such construction loan and/or, remaining cash and/or letter of credit in the aggregate is, at all times no less than the amount that Sponsor's architect or engineer certifies is adequate to complete the work necessary to obtain a permanent Certificate of Occupancy. The amount retained in escrow pending the delivery of a permanent Certificate of Occupancy and the architect's certification certifying such amounts will be included in the initial post-closing amendment, and if applicable, in subsequent amendments to reflect any changes in the amount of the escrow. Use of any alternate security to secure Sponsor's obligations with respect to delivery of a permanent Certificate of Occupancy will be previously disclosed in an amendment to the Plan.

(ix) The Sponsor will deliver and assign to the Board upon the recording of the Declaration all manufacturers' and contractors' heating, electrical, plumbing, roofing and appliance warranties and bonds relating to the Common Elements, if any, to the extent made by such manufacturers and contractors and to the extent such warranties and bond are assignable. Sponsor will deliver to the Board a copy of the "as-built" plans filed with the recording of the Declaration and, in addition, will provide the Board with a full set of building plans filed with the Department of Buildings. At or prior to the closing of each Unit, Sponsor shall deliver and assign to the Purchaser any manufacturer's warranties with respect to equipment and appliances installed in such Unit to the extent made by the manufacturer and to the extent such warranties are assignable.

3. Definitions Regarding Construction Defects.

The term "**Construction Defect**" means a defect in construction caused by substantially improper workmanship or material that substantially varies from Sponsor's Plans and Specifications for the Building (as modified by changes in the Plans and Specifications, if any, made in accordance with Section O Subsection 7 below, such changes herein "Construction Changes") or a defect in design which renders a portion of the Building (including the Common Elements and Units, and the equipment in each) unsafe or inoperable. The Sponsor's obligation

is to construct the Building in accordance with all applicable codes and the Sponsor's filed plans and specifications, and any conflict between disclaimers set for the in the Offering Plan and the Sponsor's obligation to construct the Building in accordance with all applicable codes and Sponsor's filed plans and specifications shall be resolved in favor of the latter, subject to the notice and other requirements set forth in Section O of the Plan.

The term "**Defect Notice**" means a written notice of a Construction Defect.

The term "**Latent Construction Defect**" means a Construction Defect that is not a Patent Construction Defect (e.g., a defect that may be ascertainable during only the heating or cooling season).

The term "**Minor Construction Defect**" means any of the following:

(a) all Construction Changes made in accordance with Section O Subsection 7;

(b) all minor variations from: Sponsor's Plans and Specifications, the floor plans of a Unit or a description of the construction of the Building (including the Units and Common Elements) set forth in this Plan;

(c) all variations necessitated by site conditions, or by construction, job or governmental requirements, provided all Construction Change requirements in Section O Subsection 7 are met to the extent applicable;

(d) all Construction Defects covered by assignable, unexpired warranties or other undertakings (however denoted) from manufacturers, contractors, suppliers or others that are assigned to, or benefit (without assignment), a Unit Owner or the Condominium Board;

(e) any condition caused by normal use; wear, tear, deterioration, settlement or shifting, or aging or seasonal variations; and

(f) all minor conditions or defects involving color, alignment, fit, noise, drafts, cracks, chips, scratches, breaks, warpage or other imperfections.

The term "**Patent Construction Defect**" means a Construction Defect that is visible or readily ascertainable at the time of inspection (without intrusive examination behind walls, floors or ceilings).

4. Sponsor's Obligation to Correct Certain Construction Defects. SPECIAL RISK: Sponsor's only obligations and liability for Construction Defects are as follows:

(a) (in the case of a Residential Unit) to repair, replace or otherwise correct in the manner determined by Sponsor (in its reasonable judgment) only those Patent Construction Defects (if any) in a Purchaser's Residential Unit that are listed in Purchaser's Final Inspection Statement (to be completed by Purchaser, and to be signed by Purchaser and Sponsor or Sponsor's representative and received by Sponsor or its

representative before the Closing Date) and to repair, replace or otherwise correct in the manner determined by Sponsor (in its reasonable judgment) only those Latent Construction Defects (if any) in Purchaser's Unit that are listed in a reasonably detailed Defect Notice signed by Purchaser and received by Sponsor within a deadline of three (3) months following the date Purchaser Closes Title to the Unit, except only in the case only of a Latent Construction Defect in a Unit that is not reasonably ascertainable within such three (3) month deadline period, Sponsor must receive the Defect Notice within an extended deadline of three (3) months after the end of a reasonable period of discovery thereof or three (3) months from when and if sooner discovered, but in no event shall Sponsor receive the Defect Notice later than a deadline of one (1) year after the closing of title to the Unit; and

(b) (in the case of the Common Elements) to repair, replace or otherwise correct in the manner determined by Sponsor (in its reasonable judgment) only those Construction Defects (both Patent and Latent) in the Common Elements that are listed in a reasonably detailed Defect Notice signed by any Independent Board Member and received by Sponsor within a deadline of three (3) months after the later to occur of:

(b-1) the first Board election at which the Independent Board Members constitute a majority of the Condominium Board; or

(b-2) completion of construction of the affected portion of the Common Elements; or

(b-3) closing of title with a bona fide Purchaser of an Unsold Unit in which such affected portion of the Common Elements is located, except only in the case of a Latent Construction Defect in the Common Elements that is not reasonably ascertainable within the foregoing applicable three (3)-month deadline period, Sponsor must receive the Defect Notice within an extended deadline of three (3) months after the end of a reasonable period of discovery thereof or three (3) months from when and if sooner discovered, but in no event shall Sponsor receive the Defect Notice later than a deadline of one (1) year from the date of issuance of a permanent Certificate of Occupancy of the Building or the date the Independent Board Members comprise a majority of the Condominium Board, whichever is later.

SPECIAL RISK: TIME IS OF THE ESSENCE AS TO THE RECEIPT BY SPONSOR OF ANY DEFECT NOTICE WITHIN THE APPLICABLE PERIOD AS SET FORTH ABOVE.

All Defect Notices are to be sent by certified mail (return receipt requested) to both: Sponsor, c/o Atkins & Breskin, L.L.C., 133 Norfolk Street, New York, NY 10002; and simultaneously to Sponsor's attorneys, Warshaw Burstein, LLC, 555 Fifth Avenue, New York, New York 10017, att: Harvey Krasner, Esq.

SPECIAL RISK: All time periods stated above are "TIME OF THE ESSENCE", or deadline, periods. As a result, Sponsor shall have no obligation or liability for the following: (a) Patent Construction Defects in a Purchaser's Unit that are not listed in a Purchaser's Final Inspection Statement signed and received by Sponsor or Sponsor's representative before the

Closing Date; or (b) Latent Construction Defects in a Purchaser's Unit or Patent and Latent Construction Defects in the Common Elements for which said written Defect Notice is not timely and properly signed and sent to, and received by, Sponsor within the applicable three (3) months or one (1) year deadline period set forth above. The Sponsor has no obligation to make any repairs to the Common Elements or the Units except as expressly set forth in the Plan.

Sponsor's Obligation to repair, replace or otherwise correct Construction Defects (whether Patent or Latent Construction Defects) extends only to the first Purchaser of a Residential Unit under this Plan and survives the closing of the Unit, but excludes all subsequent Owners of the Unit, regardless of whether such subsequent Owners succeed to title by sale, or by conveyance following a mortgage or lien foreclosure or by deed in lieu thereof or similar involuntary conveyance, or by operation of Law (including Laws or process of descent or inheritance), or by merger, consolidation, liquidation, dissolution, distribution or otherwise.

Sponsor, in its sole discretion, shall select the method of correcting any defect. On one (1) days' notice from Sponsor, the Condominium Board, and/or the Unit Owner in question shall allow Sponsor, Sponsor's contractors and/or the Managing Agent access to the Building, and/or the Unit Owner in question on any weekday to inspect and/or correct such defect. The quality of construction shall be comparable to local standards customary in the particular trade and in accordance with the plans and specifications for the Building.

Sponsor shall be deemed to have discharged any obligation it may have with respect to patent or latent defects, as the case may be, if (i) Sponsor is not notified in Purchaser's Inspection Report or within the applicable time periods specified herein as to which periods, time is of the essence or (ii) the Condominium Board and/or the Unit Owner in question prevents Sponsor's, Sponsor's contractors' and/or the Managing Agent's access to the Building and/or the Unit in question as provided herein, or (iii) Sponsor shall have corrected the defect in accordance with the practice of the industry as determined by Sponsor's architect or engineer, in his (their) sole discretion.

The Sponsor excludes the Housing Merchant Implied Warranty set forth in Article 36-B of the General Business Law and all other warranties, express or implied.

5. Remedies for Construction Defects. If Sponsor defaults in Sponsor's Obligations to correct a Construction Defect, the sole remedies of a Purchaser (if the Construction Defect pertains to Purchaser's Residential Unit) or of the Condominium Board (if the Construction Defect pertains to the Common Elements) are to file a complaint with the New York State Department of Law or to commence an action for specific performance to compel Sponsor to repair, replace or otherwise correct such Construction Defect in the manner determined by Sponsor (in its reasonable judgment). The foregoing, however, shall not limit liability for losses or damages based on common law fraud or arising under Article 23-A of the General Business Law or Section 63 of the Executive Law.

6. Minor Construction Defects. Minor Construction Defects, whether affecting a Unit and for the Common Elements or existing at the time of closing of title to a Unit or arising thereafter: (a) shall not be repaired, replaced or otherwise corrected by Sponsor; (b) shall not be the basis of any claims against, or costs and expenses recoverable from, Sponsor, a Sponsor Related Party or

Sponsor's agents, employees or contractors, or Sponsor's attorneys; and (c) shall not excuse a Purchaser from Purchaser's obligations under the Purchase and Sale Agreement to pay the full Purchase Price, without abatement, set-off or credit and without recourse of any kind against Sponsor, Sponsor's Related Parties, or Sponsor's agents, employees or contractors, or Sponsor's attorneys (it being intended and agreed that the Units shall be sold and conveyed, and purchased and acquired by Purchasers, subject thereto).

Except as expressly set forth above in this Section O, Sponsor has no obligation to correct or repair any other defect or conditions in the Units, Common Elements or the Building, or all other installations, apparatuses, fixtures and appurtenances. The foregoing sets forth the entire obligation of Sponsor to correct any defects and none other shall be implied. Except as provided in this Plan or under applicable law, each Purchaser shall be required to complete the payment of the purchase price (without the provision of an escrow) and accept title at the time of closing, notwithstanding Sponsor's failure to complete the construction, finishing and decorating of the Unit or other Units or hallways or the Common Elements so long as a temporary or permanent Certificate of Occupancy has been issued covering the Unit to be closed and such Unit's kitchen and bathroom appliances and fixtures (i.e., refrigerator, ranges, oven, sinks, toilet and bath fixtures) are operable and its windows, interior walls and floors are installed in accordance with this Plan.

Notwithstanding any provisions to the contrary herein, Sponsor shall not be obligated to correct, and shall not be liable to any Purchaser as a result of (a) (i) any insubstantial variations from (a) the Plans and Specifications or the Description of the Property and Specifications, or a Unit set forth in this Plan (b) the dimensions or arrangements of rooms, walls or other areas (including ceiling heights) within Units or (ii) variations from the Plans and Specifications or Description of Property and Specifications and/or a Unit set forth in this Plan which are neither in violation of applicable building codes, nor require approval of any governmental authority having jurisdiction, provided such variations are of substantially equal or better quality and design; or (b) defects in condition design which do not affect the safety of the Unit Owners or their Units nor render the Building, or the Units or their respective systems or equipment inoperable.

In addition, without limitation, in no event shall Sponsor or any contractor or supplier be responsible for correcting or repairing any of the following: (i) any condition resulting from normal wear and tear or natural deterioration or from the normal settling or shifting of the Building, (ii) defects of an insubstantial nature, such as, without limitation, nail pops, ridging on sheet rock walls and ceilings, lumber shrinkage, door or window sticking due to weather, door warpage including, without limitation, warpage of the main entrance door within reasonable tolerances of doors of similar size and weight and quality, slight scratches in plastic laminate, porcelain, or other surfaces, imperfect bath and kitchen tile grouting, adjustment of bi-fold doors, walls not square, electrical plates not straight, discoloration or shrinkage, slight separation in joints of flooring or between base and floor, (iii) normal settlement and deflection or any consequential damage resulting therefrom including, without limitation, cracks in concrete roof pavers (if any), or concrete cracks (if any) which do not impair the structural soundness of the Building, (iv) variations in floor levels, (v) ceiling imperfections, (vi) painting defects, (vii) alignment of bathroom finishes, (viii) air infiltration from windows (ix) normal plumbing, elevator, heating and air conditioning noises, (x) normal floor noises and creaking,

(xi) floor discoloring, (xii) variations in width, length or tone of wood floors, (xiii) repair of chips, scratches, mars, breaks or other defects in any windows and window sashes, sliding glass doors, shower doors, electrical fixtures and globes, painted surfaces, sinks, tubs, basins, kitchen cabinets and countertops, vanity tops and cabinets, medicine cabinets, ceramic tile, marble floors and walls, resilient flooring, saddles, appliances, woodwork and doors, mirrors, hardware, appliance cabinets and flooring, (xiv) subsequent to the Closing Date, paint touch-ups, repairs of dented appliances, carpet discoloration, stretching or shrinkage, or replacement of fluorescent light ballasts, (xv) variations in tone or color of marble or stone used in bathrooms or variations in tone or color of vanity tops or other marble or stone aggregate surfaces, (xvi) salting or color variation in exterior colored mortar and deep colored brick, (xvii) ponding and/or controlled drainage on the roof surface, (xviii) cracks in pressure treated wood used or intended for use outside the Building, (xix) seepage through masonry walls, (xx) the partial or total death of any trees, shrubs, bushes, ground cover, grass or other landscape improvements including any such landscape improvements in the garden, (xxi) damage to walkways or other concrete areas caused by the application of deicers, (xxii) normal plumbing and heating noises, (xxiii) carpet stretching, normal settlement cracks on concrete foundations, patios, terraces, sidewalks and other flat work, (xxiv) basement leaks resulting from acts of God or alteration of landscaping or grading, leakage resulting from "ice dams,", shading variations of the exterior siding straining (on the face surface or grooves), and shading variations on fascias from staining. Sponsor shall be obligated to repair abnormal scratches by filling any plastic laminate scratches or refinishing any porcelain scratches but Sponsor shall not be obligated to replace such plastic laminate or porcelain surfaces. References in this Section or elsewhere this Plan to excluded repairs or excluded conditions with respect various items listed shall not be construed to imply an obligation on the part of Sponsor to do any work or construction or to install any equipment, fixtures or appliances or other items except, in each case, as expressly provided in "**Description of Property and Specifications.**"

Nothing contained herein shall be construed to render Sponsor liable for consequential damages (whether based on negligence, or breach of contract, warranty, or otherwise), it being intended that Sponsor's sole obligations pursuant to this section of the Plan shall be to repair or replace, at Sponsor's option, any defective item of construction (arising as a result of substantial and material defects in material or as a result of improper workmanship substantially at variance with the Plans and Specifications) subject to the terms and conditions (and within the time limits) set forth in this section of the Plan.

7. Changes in Plans and Specifications. The Sponsor reserves the right to amend the Plans and Specifications and to make changes in the materials, appliances equipment and fixtures if (a) required or approved or accepted by governmental authorities having jurisdiction over the Property or by the Sponsor's architect; or (b) required by job conditions, local shortages or unavailability or materials; or (c) ordered by a Purchaser for such Purchaser's Unit without affecting Units previously sold. Changes or substitutions in materials, appliances, fixtures and equipment may also be made by the Sponsor provided that such substitutions are of substantially equal or better quality. However, the Sponsor may not change the size, the location of the Building or Units or other capital improvements or the Common Elements if any such change affects the percentage of common interests of, or materially adversely affects the value of, any Unit either to which title has closed, or for which a Purchase Agreement has been executed and is in effect, unless all of the directly affected Unit Owners consent in writing to such change and

all directly affected contract vendees are given the right to rescind and receive a refund of their Deposits. All the foregoing amendments, modifications and changes to the Plans and Specifications may be made without prior notice or amendment to this Plan.

Sponsor will not be obligated to correct and will not be liable to any Purchaser as a result of insubstantial variations in the dimensions or arrangement of rooms, walls, ceiling heights or other areas within Units, or in the Plans and Specifications, or in the description of the Building or a Unit set forth in the Plan.

Except as otherwise provided in this Plan, 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 Sponsor shall be determinative.

The Sponsor shall deliver to the Board of Managers a set of as-built Plans upon the completion of construction work on the Property pursuant to the Plans and Specifications.

8. Sponsor's Obligations Regarding Completion of Construction. The foregoing undertakings set forth the entire obligations of Sponsor hereunder with respect to completion of the construction in accordance with the Plans and Specifications and correction or repair of any defects, and no other warranties or undertakings shall be implied. The Sponsor has no obligation to make repairs or improvements of any kind to the Property, except as expressly set forth in this Plan. The construction obligations of the Sponsor under this section shall survive the transfer of the Units to the Unit Owners until the expiration of the periods heretofore set forth. All obligations of the Sponsor hereunder shall be enforceable only by the Board of Managers of the Condominium and not by the individual Unit Owners unless the claim against the Sponsor relates to one (1) Unit only, is not a common claim affecting two (2) or more Units, and the Board of Managers has failed to take action to enforce such obligation.

9. Sponsor's Communication Rights

Sponsor has reserved certain communication rights, including the right to enter into agreements with one or more providers of communications equipment and/or services such as, without limitation, cellular equipment, cable, internet, satellite dish and similar or dissimilar equipment and/or facilities which agreement(s) would permit such providers the right to (i) install, maintain, repair and replace their equipment on the roof of the Building (ii) the right to install, maintain, repair, replace and remove wires, conduits, cables, ducts, connective equipment and such other equipment whether similar or dissimilar, in and through the Common Elements, and (iii) to utilize a portion of the Common Elements for equipment. Sponsor shall be entitled to retain any revenues from any such provider. Sponsor and any such provider(s) shall have an easement in and to all of the Common Elements for the foregoing purposes and shall have the right to designate the Commercial Unit to be the beneficiary of such easement. Unit Owners may be required to furnish any such provider with access to his Unit on reasonable notice. The rights of Sponsor are paramount over the rights of the Condominium Board to permit the installation of such equipment and facilities. The communications rights granted to Sponsor shall prevail over any similar installations that may be made by the Condominium Board. In no event may the Condominium Board approve the installation of any communications equipment or other equipment in any location in which Sponsor has permitted such equipment to be

installed or in any location that would interfere with such equipment or the installation of such equipment as has been permitted by Sponsor.

10. Sponsor's Signage Rights

Sponsor has reserved certain "Signage Rights" including the right to enter into agreements with one or more providers of signage and/or advertising services which agreement(s) would permit such providers the right to (i) install, maintain, repair, replace and remove signage (including banners, flags and flagpoles) on the exterior and roof of the Building, and (ii) to utilize a portion of the Common Elements for such purposes. Sponsor and any such provider(s) shall have an easement in and to the exterior Common Elements other than those immediately appurtenant to the Residential Units for the foregoing purposes and shall have the right to designate the Commercial Unit to be the beneficiary of such easement. The Commercial Unit Owner may be required to furnish any such provider with access to such Owner's Unit on reasonable notice. The rights of Sponsor are paramount over the rights of the Condominium Board to permit the installation of such signage or advertising. The signage rights granted to Sponsor shall prevail over any similar installations that may be made by the Condominium Board. In no event may the Condominium Board approve the installation of any signage or advertising in any location in which Sponsor has permitted signage or advertising to be installed or in any location that would interfere with such equipment or the installation of such signage or advertising as has been permitted by Sponsor.

11. Sponsor's Right of Access

Sponsor and its designees, contractors, subcontractors, agents and employees will have a right of access to the Property, each Unit and all of the Common Elements, including the General Common Elements, the Residential Common Elements, the Limited Common Elements, and the Commercial Common Elements, for purposes of construction of the Building or any part thereof, or performing repairs in or about Units owned by the Sponsor or its designees or in fulfilling Sponsor's obligations under the Plan or for any lawful purpose, provided (i) Sponsor repairs any resulting damage to the Unit or Common Elements, as the case may be, and restores it to substantially the condition it was in prior to Sponsor's entry and (ii) Sponsor provides 24-hour prior notice to the owner of the Unit to which access is required or the Board in the case of the Common Elements.

The Sponsor and its designees, employees and agents will also have the general right to perform all activities at the Condominium in connection with a program to sell or lease all or any portion of or interest in the Property. For example, the Sponsor will have the right to show the Condominium and model Units to prospective Purchasers, to maintain model Units and a sales or leasing office at the Condominium and to post signs in connection therewith.

For additional special rights of Sponsor under the Declaration with respect to the combining and subdividing of Units, designation of Limited Common Elements and other matters, please See "**Rights And Obligations Of Unit Owners And Board Of Managers; Summary of By-Laws**" and the copy of the Declaration and By-Laws contained in Part II of the Plan.

12. Sponsor's Liability

Except for the Sponsor's obligations to pay Common Charges and to perform other duties as a Unit Owner with respect to the Units that shall remain unsold from time to time (for so long as Sponsor owns same), the foregoing sets forth the entire extent of the obligations of Sponsor under this 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.

The Sponsor makes no undertakings or warranties except as hereinabove set forth and none should be implied. The Sponsor does not warrant or guarantee the materials, workmanship or any other aspect of the Units or the Common Elements, any personal property or any portion thereof, except to the extent expressly provided in this Plan.

The Sponsor has reserved the right to transfer or sell the Units owned by the Sponsor or its designees to any person or entity as Sponsor may elect (including, without limitation, in bulk to investors) and otherwise liquidate its assets at any time.

13. Indemnity of Condominium by Sponsor and Assumption by Condominium

The Sponsor shall defend any suits or proceedings arising out of Sponsor's acts or omissions and shall indemnify and hold the Board and the Unit Owners harmless from any costs, expenses, claims, suits or proceedings with respect to the Property arising out of the Sponsor's acts or omissions prior to the Closing Date in performing its obligations under the Plan or the representations made by the Sponsor in this Plan. The Condominium shall assume the performance of all obligations (including payment obligations) of the Sponsor, if any, accruing on or after the date of the closing of title to the first Unit pursuant to the Plan, under the labor, service, maintenance and concessionaire agreements in effect on such date which have been assigned to the Condominium pursuant to the Plan, and shall indemnify and hold the Sponsor harmless from and against any and all claims, liabilities, costs and expenses arising out of or with respect to such agreements or with respect to the Property and accruing on or after such date.

Sponsor's agreement to indemnify the Condominium Board and Unit Owners from and against suits or proceedings arising out of Sponsor's acts or omissions is conditional upon any Independent Board Member (on behalf of the Board) or an affected Unit Owner (as applicable) promptly notifying Sponsor in writing of any claim, suit or proceeding for which indemnity is sought, but in no event shall Sponsor receive such notice, together with any complaint or petition (as applicable) as to which Sponsor is not directly served with process therein, later than fifteen (15) calendar days after the complaint or petition (as applicable) in such suit or proceeding is served on or received by any Independent Board Member (on behalf of the Condominium Board) or said affected Unit Owner, respectively. Such fifteen (15) day period is a "TIME OF ESSENCE" or deadline period.

The risk of loss or damage to the Property by fire or other casualty until the date of closing of title of the first Unit is assumed by Sponsor but without any obligation or liability upon Sponsor to repair or replace the same. Sponsor may, however, at Sponsor's option, elect to abandon the Plan (see "Effective Date" section of this Plan) or to repair or replace such loss or

damage. If Sponsor elects to replace such loss or damage, then at Sponsor's option, it shall be entitled to reasonable adjournments of the closing.

Although Sponsor will endeavor to sell at least fifteen percent (15%) of the Residential Units to Purchasers who represent that they or one or more members of their immediate family intend to reside in their Units, Sponsor cannot guarantee that such Purchasers will in fact reside in their respective Units. In addition, Sponsor has reserved the right to sell Residential Units to investors.

Purchasers are advised that owner-occupants of Residential Units may have different interests than Purchasers for investment or renters of Residential Units and that the interests of owner-occupants of Residential Units and the interests of Purchasers for investment or renters may be in conflict.

The Commercial Unit Owner, including Sponsor and any affiliate of Sponsor, reserve the right to rent the Commercial Unit without restriction. The Commercial Unit may be used for any lawful purpose provided that the Commercial Unit may not be used for any obscene or noxious purpose, or any purpose that will regularly cause noise in excess of that normally tolerated in a luxury New York City residential condominium building.

14. Survival of Sponsor's Obligations

The Sponsor's obligations and representations under the Plan or under the General Business Law of the State of New York which are to be performed subsequent to the Closing Date shall survive delivery of the deed to a Unit affected by such obligation, for the limited time periods set forth in the Plan. However, except for those obligations and representations under the Plan or under the General Business Law of the State of New York which are to be performed subsequent to the Closing Date as described in the preceding sentence, all obligations of the Sponsor under the Plan with respect to any Unit or Unit Owner and under the Purchase Agreement for such Unit with such Unit Owner shall not survive, and shall be deemed satisfied upon, the delivery of the deed for such Unit unless otherwise expressly provided in the Plan or such Purchase Agreement.

15. Sponsor's Obligations for Retained Units

So long as Sponsor retains title to any Units, Sponsor shall pay all Common Charges, special assessments and real estate taxes with respect to the Units it owns. The Sponsor represents that its financial resources will be sufficient to meet its obligations described above in this paragraph and its other obligations under the Plan. Sponsor presently intends to fund such obligations primarily from cash investment and income from projected sales of Units. However, no bond or other security has been furnished by the Sponsor and the Sponsor's ability to perform its obligations hereunder will depend solely upon its financial condition if and when called upon to perform. No warranty is made that the Sponsor will be financially able to perform any or all of such obligations, provided that if at any time, while Sponsor is making an offering or making sales pursuant to the Plan, Sponsor's financial condition does not permit it to perform its obligations hereunder, Sponsor shall amend this Plan to disclose such change in financial condition and to offer Purchasers with outstanding Purchase Agreements a right to rescind such

contracts and shall cease making sales pursuant hereto until Sponsor's financial condition shall again permit it to perform its obligations hereunder. If Sponsor shall be dissolved or liquidated or shall transfer ten (10) or more Units or twenty percent (20%) or more of the total number of Units in the condominium, whichever is less, to other than bona fide purchasers for occupancy, the principal of Sponsor shall provide one or more financially responsible entities or individuals who will assume the status and obligations of the Sponsor under the Plan, applicable laws or regulations. As used in the preceding sentence, "bona fide purchaser for occupancy" means a Purchaser who purchases a Unit for occupancy by such Purchaser or for occupancy by a person related by blood, marriage or adoption to such Purchaser.

It is noted that Sponsor has reserved the unconditional right to rent Unsold Units as set forth above under "Reservation by Sponsor or Right to Rent Residential Units." As a consequence, if Sponsor rents Unsold Units, such Units will be occupied by rental tenants rather than Unit Owners. See "**Procedure to Purchase**" for a discussion regarding the willingness of certain lenders to consider making mortgage loans unless a certain percentage of Units are sold to bona fide purchasers.

16. Insurance Described in Condominium Budget

Sponsor shall obtain on behalf of the Condominium and have in effect as of the Closing Date the insurance described in the Condominium Budget set forth as Schedule B. Such coverage will contain an agreed amount replacement value provision.

P. CONTROL BY SPONSOR

The affairs of the Condominium shall be governed by the Board. No member of the Board shall receive any compensation from the Condominium for acting as such member. The initial three members of the Board will be designated by the Sponsor. It is anticipated that the initial members of the Board will be Jerry Atkins, a Principal of Sponsor (See "**Identity of Parties**"), Stephen Breskin and Daniel Vislocky; however, Sponsor reserves the right to designate other individuals to serve as initial members of the Board. Stephen Breskin is a Member of Atkins & Breskin, L.L.C., the Manager of 17th Street Manager LLC, the Managing Member of the Sponsor, and the Managing Partner of Breskin Family Partners, a Member of Manager. Daniel Vislocky is the Managing Member of Goa DV LLC, a Member of 17th Street Manager LLC, the Managing Member of the Sponsor. The initial Board members will resign in favor of a new Board to be elected at a meeting of Unit Owners to be held within one hundred eighty (180) days after the First Closing. The Condominium Board will consist of five (5) members to be comprised of one (1) Commercial Member, and four (4) Residential Members. At all times, the Commercial Unit Owner shall have the right to elect or designate one (1) Commercial Member of the Condominium Board. The Residential Unit Owners (including Sponsor) shall have the right to select four (4) Residential Members. Sponsor shall be entitled to elect or designate three (3) of the Residential Members until the earlier of (i) the date that Sponsor (and its designees owning Residential Units) own less than 50% of the outstanding Common Interests of the Common Interests of all Residential Units, or (ii) five years from the First Closing. From and after the earlier of (i) the date that Sponsor (and its designees owning Residential Units) own less than 50% of the outstanding Common Interests of all Residential Units, or (ii) five years from the First Closing under the Plan, Sponsor shall have the right to elect or designate one (1) Residential Member, which it shall be entitled to do for so long as Sponsor (and its designees owning Residential Units) owns at least one (1) Unsold Residential Unit.

Residential Members of the Board of Managers who are unrelated to and unaffiliated with Sponsor must be residents of the Building. Within thirty (30) days following the date that Sponsor is no longer entitled to control the Residential Members of the Board of Managers, a special meeting of Residential Unit Owners will be held for the purpose of electing new Residential Members to the Board of Managers. In addition to any Residential Members elected or designated by Sponsor, Sponsor shall, at all times, also have the right to cast its votes for all remaining positions on the Condominium Board for candidates who reside in the Building but who are unrelated to or unaffiliated with Sponsor.

The By-Laws provide that from and after the date that Sponsor surrenders control of the Residential Members of the Board of Managers in accordance with the foregoing provision, a majority of the Residential Members of the Board of Managers must be Unit Owners who occupy their respective Units or members of the household of such Unit Owners who are unrelated to Sponsor and its principals.

Purchasers are advised that, subject to certain exceptions (including the sale or lease of Units by Sponsor) more fully described in the section of the Plan entitled "Rights and Obligations of the Board of Managers," while the Condominium Board has certain rights of first

refusal in the case of the sale or lease of Units, the Condominium Board does not have the power to approve or disapprove either purchasers or lessees of Residential Units.

Although Sponsor will endeavor to sell at least fifteen percent (15%) of the Residential Units to Purchasers who represent that they or one or more members of their immediate family intend to reside in their Units, Sponsor cannot guarantee that such Purchasers will in fact reside in their respective Units. In addition, Sponsor has reserved the right to sell Residential Units to investors.

Purchasers are advised that owner-occupants of Residential Units may have different interests than Purchasers for investment or renters of Residential Units and that the interests of owner occupants of Residential Units and the interests of Purchasers for investment or renters may be in conflict.

Sponsors and its designees may not exercise a veto over expenditures (i) which are covered in the budget set forth in Schedule B, and which are for the period covered by said budget, (ii) which are for capital repairs required for the operation and maintenance of the Condominium or, (iii) which are required to comply with applicable laws or regulations, to remedy any notice of violation or work ordered by the insurer with respect to the Property.

Until the earlier to occur of (i) the date on which the aggregate Common Interests of all Unsold Units is less than 10% of the Common Interests of all Units, or (ii) the fifth anniversary of the First Closing, neither the Board of Managers, nor officers, nor Unit Owners, except upon the written consent of the owners of Unsold Units representing a majority of the Common Interests allocated to all Unsold Units, shall (a) increase the number or change the type of employees described in Schedule B; (b) provide for services other than those described in Schedule B unless the total annual cost of all services to be provided is no greater than the then estimated total cost of the services described in Schedule B; (c) establish reserves or similar funds to undertake any capital or major improvements or additions except as required by law; (d) remove any members of the Board of Managers elected by Sponsor, its designees, or the Commercial Unit Owner, or by the owners of Unsold Units except for cause, or (e) cause their representatives on the Condominium Board to (i) change the insurance coverage on the Property from the coverage described in Schedule B unless the change does not cause an increase in the total annual insurance premiums then due and payable by the Condominium or unless such change is required by the holder of any mortgage on any Unsold Units or by the insurance carrier insuring the Property to satisfy insurance requirements or (ii) take any action inconsistent with (a), (b), (c) or (d).

Q. RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND BOARD OF MANAGERS; SUMMARY OF BY-LAWS

Rights and Obligations of Unit Owners

Common Interest

Each Unit has been allocated a percentage ownership of the Common Elements of the Condominium (a "Common Interest") in accordance with New York Real Property Law Section 339-i 1(iv) based upon approximate 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. Every Unit Owner will be responsible for his proportionate share of the Common Expenses of the Condominium, based upon his Common Interest (except as otherwise provided in the footnotes to Schedule B, the Declaration or the By-Laws), and will have the same proportionate share of any common profits of the Condominium or any distribution upon termination or condemnation of the Condominium.

Description of Unit

A Unit Owner will obtain fee title to the Unit, subject to the Permitted Encumbrances. For a detailed description of the Unit to be conveyed, see "**Declaration**" and "**Condominium Floor Plans**" in Part II of the Plan.

Each Residential Unit and the Commercial Unit shall be deemed to include also (i) that portion of any wall or partition separating such Unit from Common Elements that lies between the Unit side of such wall or partition and the frame or masonry, as the case may be, of such wall or partition and (ii) the doors and interior windows which open from the Unit.

Description of Common Elements

The Common Elements of the Condominium consists of the entire Property other than the Units. Each Residential Unit and the Commercial Unit will consist of the area measured horizontally from the outermost face of the window to the centerline of the metal studs or unexposed face of drywall or the face of the concealed concrete encased steel or fire-rated steel, structural member, or face of the concealed block work of interior walls and partitions separating units to the exterior face of walls common with corridors, stairs, elevator and other mechanical equipment space or Common Elements or to the outside face of the opposite exterior wall. Each terrace will be measured from the exterior face of the exterior wall to the centerline of the divider separating one terrace from another terrace. Columns, mechanical pipes and shafts are not deducted for the purpose of floor area measurement. Each Residential Unit and each Commercial Unit is measured vertically from the top of the concrete floor or slab to the underside of the concrete slab above, except that any Common Elements located within any Unit shall not be considered as part of that Unit. A Unit Owner will have an undivided interest in all of the Common Elements. The Common Elements may not be divided or partitioned except as provided in the Condominium Act.

B. The General Common Elements are all of the Common Elements (exclusive of the Residential Common Elements, and the Limited Common Elements) and include (even if within the dimensions of a Unit) the following:

(a) The Land;

(b) Any foundations, columns, girders, beams, supports, bearing walls, exterior windows and exterior walls of the Building and all joists;

(c) All walls and partitions separating Units from the General Common Elements;

(d) To the extent not located within or specifically made a part of a Unit, a Residential Common Element or a Limited Common Element, if any, the roof, stairs, stairways, hallways and corridors within the General Common Elements and entrances to and exits from the General Common Elements;

(e) The Utility Facilities (except for appliances and equipment located in and serving only a Unit which shall constitute a part of such Unit);

(f) Maintenance and common equipment spaces and common tanks, pumps, motors, fans and controls or other such equipment servicing both the Commercial Unit and Residential Units;

(g) Certain cellar space and rooms for compactor trash, cleaning equipment storage rooms, and any other area so described in the Declaration.

(h) To the extent not specifically made part of a Unit, the Residential Common Elements, or a Limited Common Element by the terms of this Declaration, all other parts of the Property including all apparatus and installations existing on the Land for common use or which are necessary or convenient to the existence, maintenance or safety of the Property.

Residential Common Elements

Residential Common Elements are those Common Elements which are so designated on the Floor Plans or in the Declaration (or are redesignated as a Residential Common Element). Residential Common Elements will include without limitation the following serving only the Residential Units: the residential lobby, elevator and elevator shafts, stairs and corridors above the first floor, a roof terrace of approximately 583 square feet at the north end of the main roof, a cellar common room (where a gym and bicycle storage rack may be located), a cellar corridor and two cellar storage rooms (one with eight wire cages, and a separate storage room).

Limited Common Elements

The Limited Common Elements consist of those Common Elements that serve or benefit exclusively a particular Unit and which are identified as a Limited Common Element on the Floor Plans, and/or which are created pursuant to the terms of the Declaration. Limited Common Elements are: (i) a private terrace of approximately 140 square feet appurtenant to Unit 2, and (ii) a provide roof terrace of approximately 840 square feet appurtenant to Unit PH. In addition, if any two contiguous Units which have access to the same shared hallway shall at any time be owned of record by the same owner (other than by Sponsor or its designee) such hallway shall thereafter be treated as a Limited Common Element until such time as such Units shall have different owners; provided that once such Units shall again have different owners, such hallway shall revert to the status of a Residential Common Element.

Sales and Leases of Units

Subject to the restrictions discussed below, a Residential Unit Owner may sell or lease his Residential Unit provided he first gives the Board notice of his intention to sell or lease such Unit and an opportunity to purchase or lease such Unit, as the case may be, at the same price or rental and on the same terms as are offered in good faith by a prospective purchaser or lessee pursuant to the terms of a fully executed purchase agreement or lease, as the case may be, as more specifically provided in the By-Laws. If the Board does not elect to purchase or lease such Unit, as the case may be, by giving written notice as provided in the By-Laws to such Unit Owner within fifteen (15) days after receipt of the Unit Owner's notice of intention to sell or lease described above, then the Unit Owner will have a period of ninety days to enter into a written agreement with the prospective purchaser or lessee, as the case may be, embodying the terms set forth in the notice. If such written agreement is not executed by the Unit Owner within the ninety day period, or the sale or lease, as the case may be, is not consummated on or before the intended closing date, or commencement date of the term of the lease which, as the case may be, is provided in the notice, then the Unit Owner will be required to offer again the Unit first to the Board as described above before entering into such sale or lease. The Board may not exercise its option to purchase or lease any Residential Unit without prior approval of a Majority in Common Interest of the Residential Unit Owners. The terms of any such lease, including the rent, will be subject to applicable state and local laws.

If the Board elects to exercise such right of first refusal, the purchase of any Residential Unit by the Board or its designee may be made from the funds deposited in the capital and/or expense accounts of the Board. Such cost shall be the obligation of all Residential Unit Owners. If the funds in such account are insufficient to effectuate any such purchase, the Board may levy an assessment against each Residential Unit Owner in accordance with his respective Common Interest as a Common Charge, and/or the Board may, in its discretion, finance the acquisition of such Unit, provided, however, that no such financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit to be purchased together with its "Appurtenant Interest" (as such term is defined in the Declaration).

While held by the Board on behalf of the Residential Unit Owners, such Units may be used for any purpose permitted by law for which such Unit may be used pursuant to the Declaration and the By-Laws. The Board may sublet any such Unit which is so leased without

the consent of the landlord. Any Unit which is acquired and held by the Board on behalf of all Residential Unit Owners shall become part of the Residential Common Elements, but only while so held. If any Unit shall be acquired by the Board, or its designee, on behalf of some or all Residential Unit Owners, as tenants in common, then all such Unit Owners shall be deemed to have waived all rights of partition with respect to such acquired Unit. The Board has the power to sell, lease, mortgage, or otherwise deal with any Unit acquired by the Board or its designee, on behalf of all Residential Unit Owners, but shall not have the power to cast the votes appurtenant to such Unit. Any proceeds of the disposition of a Unit will be received by the Board for all Residential Unit Owners.

The Board may not discriminate against any person for any reason proscribed by applicable civil rights laws.

The sale and lease restrictions described above shall not apply to (i) the Commercial Unit or any Unit which is owned by (a) the Sponsor or its designee, or (b) the Board, or (ii) the sale, transfer or lease of a Unit to or by a Permitted Mortgagee or its nominee, including, without limitation, a foreclosure sale, provided, however, that a succeeding Unit Owner shall be bound by, and his Unit subject to, the sale and lease restrictions described above; (iii) any Unit transferred by the Unit Owner thereof to his spouse, adult child, parent, adult sibling or to any affiliate (as defined in the By-Laws) of the Unit Owner; or (iv) any Unit transferred by a Unit Owner by gift, devise, will or intestacy; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the sale and lease restrictions described above.

Notwithstanding the foregoing, title to a Unit may not be conveyed unless all unpaid Common Charges and liens against such Unit (other than any mortgages) are paid and satisfied at or prior to closing. The foregoing provision is inapplicable to a conveyance by a Permitted Mortgagee (or its nominee) following foreclosure or a deed in lieu of foreclosure by such Permitted Mortgagee of its mortgage on the Unit. However, a sale by a Permitted Mortgagee or its nominee to a bona fide purchaser shall not be deemed to be a sale to a nominee and any conveyance by such bona fide purchaser shall again be subject to the requirement that all Common Charges and liens against the Unit must be paid or satisfied at or prior to closing.

A conveyance of a Unit by a Unit Owner must include the appurtenant Common Interest for such Unit.

Federal Regulations On Lead-based Paint.

The Lead-Based Paint Regulations adopted by the United States Department of Housing and Urban Development and the Environmental Protection Agency apply to all owners of co-operative and condominium units in houses and apartments constructed before 1978. Sponsor has no knowledge of lead based paint or lead based paint hazards in the Residential Units and has no reports or records pertaining to lead based paint and/or lead paint hazards in the Residential Units.

Restrictions on Occupancy and Use

The Rules and Regulations annexed to the By-Laws provide, in part, as follows:

(i) no pets other than dogs (limited to maximum of 2), cats (limited to maximum of 2), caged birds and fish (which do not cause a nuisance, health hazard or unsanitary condition) may be kept in a Residential Unit without the consent of the Condominium Board or the Managing Agent. Any Residential Unit Owner who wishes to keep more than two pets in his or her Unit shall be required to obtain the prior written consent of the Condominium Board. Each Residential Unit Owner who keeps any type of pet in his Unit will be required to (a) indemnify and hold harmless the Condominium, Sponsor, all Unit Owners and the Managing Agent from all claims and expenses resulting from acts of such pet; and (b) abide by any and all reasonable Rules and Regulations of the Condominium adopted with respect thereto. The Condominium Board may require that pet owners enter into an agreement with the Board confirming such owners' obligations with respect to their pets.

(ii) no sign shall be affixed by any Residential Unit Owner on any part of the outside of the Building, and no awnings, aerials or other projections shall be attached by any Residential Unit Owner to the outside of the Building, and no blinds, shades or screens shall be used by any Residential Unit Owner that are visible through the exterior windows of any Residential Unit, without, in each case, the prior written consent of the Board, which consent shall not be unreasonably withheld or delayed. The foregoing provisions shall not be applicable to Sponsor.

(iii) each Residential Unit may be used only for dwelling purposes and such "home occupation" use under the Zoning Resolution of the City of New York as may be permitted by law, as provided in the Declaration, the certificate of occupancy for the Building, and applicable zoning law, except that the Sponsor and any affiliates of the Sponsor shall have the right, without charge, (a) to have a general or sales office in one or more Units or elsewhere on the site, to use one or more Units as models and for other promotional purposes in connection with the sale or lease of Units; (b) to have its employees, contractors and sales and/or leasing agents present on the site; and (c) to do all things necessary or appropriate, including the use of the Common Elements, to sell or lease Units and to complete the construction of the Building, to comply with their obligations under this Plan and to develop the Property.

(iv) Residential Unit Owners shall not cause or permit any disturbing noises or objectionable odors from their Residential Units, or permit or keep in their Residential Units any inflammable, combustible or explosive material, chemical or substance (except as required in normal household);

(v) the Commercial Unit may be used for any lawful purpose other than for any use that impairs or threatens the structural integrity of the Building or the life, health or safety of Owners, tenants or occupants of Units; any use that violates applicable Laws; any use that results in the cancellation or a notice of cancellation of insurance maintained by the Condominium Board; or any obscene or noxious purpose, or any purpose that will regularly cause noise in excess of that normally tolerated in a luxury New York City residential condominium building

(vi) obscene or noxious purpose, or any purpose that will regularly cause noise

in excess of that normally tolerated in a luxury New York City residential condominium building.

(vii) except as provided otherwise in the Declaration, the Common Elements shall not be obstructed or encumbered by refuse or otherwise, or used for any purpose other than (y) ingress or egress to and from the Units and (x) delivering and shipping of merchandise and the like to and from the Units, and the Common Elements shall not be altered or affected by any Unit Owner without the prior written consent of the Board.

There are no further restrictions on occupancy of any Unit owned by corporations, limited liability companies, partnerships, or fiduciaries in addition to the restrictions on individual Unit Owners.

Further restrictions on the use of Units are set forth in the Declaration, By-Laws and in the Rules and Regulations reproduced in Part II of the Plan.

Mortgage of Units by Unit Owners

Each Unit Owner may mortgage his Unit provided that the Board is notified in writing as provided in the By-Laws of the making of such mortgage and the Board receives a conformed copy of the note and mortgage. The By-Laws provide certain rights to the Sponsor or the holder of a mortgage of record ("Permitted Mortgage") against a Unit.

Common Charges - Determination and Assessment

The Board determines the amount of Common Expense. Common Expenses include, without limitation, the expenses of maintaining and operating the Common Elements and the types of expenses set forth in Schedule B, which covers the first year of operation of the Condominium. In the discretion of the Board, the Common Expense may also include reserves, working capital and other sums necessary to carry on the affairs of a condominium.

The Common Expenses set forth in Schedule B do not include maintenance, repairs or decoration of any of the Units or any portions thereof, payments required pursuant to the terms of the Unit Owners' mortgages, electricity and other utilities consumed within the Unit, internet, or cable television service and real estate taxes covering the individual Units.

The Board may commence to assess Common Charges upon the closing of title to the first Unit pursuant to the Plan or at any subsequent date as in its sole discretion it may determine. The estimated Common Charges projected for the assumed first year of Condominium operation which will be collected monthly by the Board (based on the Common Expenses as estimated in Schedule B) are set forth on Schedule A. However, additional services which the Unit Owners may desire or other factors can increase these charges. Each Unit Owner will be required to pay a portion of the Common Expenses equal to the product of the percentage amount of his Common Interest, multiplied by the amount of the Common Expenses (except as otherwise provided in Schedule B, the Declaration or By-Laws), which shall be levied as a Common Charge against his Unit. Each Unit Owner will bear his share of such Common Expenses in accordance with the Common Interest of his Unit.

At least annually the Board will prepare and furnish to the Unit Owners a budget for Common Expenses. The Board will assess in advance Common Charges against each Unit Owner to meet Common Expenses. The Residential Members of the Board shall have the responsibility for the foregoing relating to Residential Units and the Commercial Member shall have it for the Commercial Unit.

Liens for the Non-Payment of Common Charges and Working Capital

Pursuant to Section 339-z of the Real Property Law, the Condominium Board shall have a lien against each Unit for its unpaid Common Charges prior to all other liens except liens for the payment of taxes and all sums unpaid on a Permitted Mortgage, which lien of a Permitted Mortgage shall be superior to the lien of the Condominium Board. Pursuant to Section 339-aa of the Real Property Law, the Board may foreclose the lien in the same manner as a mortgage on real property and in so doing shall be entitled to recover all costs incurred including reasonable attorney's fees. Moreover, if any Unit Owner fails to pay any payment of Common Charges within fifteen (15) days of its due date, such Unit Owner shall be obligated to pay a late charge at the rate of $0.02 per dollar per month or any part thereof for all such overdue Common Charges. The liability of each Unit Owner for the payment of Common Charges thereafter assessed against his Unit shall terminate upon a sale, transfer or conveyance of the Unit in accordance with the provisions of the Declaration and By-Laws. Further, any Unit Owner may convey his Unit to the Board of Managers or its nominee on behalf of all other Unit Owners, without any compensation and in accordance with the Declaration and the By-Laws. In that case, he shall be exempt from any Common Charges thereafter assessed, but not relieved of his obligation to pay his mortgage. A Unit Owner may not exempt himself from liability for his Common Charges by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit. Upon a resale, the Purchaser of a Unit shall be liable for the payment of unpaid Common Charges assessed against the Unit prior to the acquisition of the Unit by the Purchaser, except as hereinafter provided. A Purchaser of a Unit at a foreclosure sale pursuant to a Permitted Mortgage against such Unit shall not be liable, and such Unit shall not be subject to a lien, for the payment of Common Charges assessed prior to the acquisition of title to the Unit by said Purchaser. However, the owner of such Unit prior to the foreclosure sale shall remain liable for the payment of all unpaid Common Charges which accrued prior to such sale. While it is in control of the Board of Managers, Sponsor will cause the Board of Managers to file a lien as provided in Section 339-aa of the Real Property Law on Units in which Sponsor is more than thirty (30) days in arrears of Common Charges.

Repairs to and Maintenance of Units, Limited Common Elements, and Common Elements

Generally, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural ordinary or extraordinary, which are either: (a) in or to any Unit (other than to the Common Elements within the Unit) and, including, without limitation, the exterior surface of interior windows (including window cleaning), electrical, plumbing, and heating fixtures, exterior installations made by the Unit Owner, will be made by the owner of such Unit at such Unit Owner's sole cost and expense, subject to the restrictions set forth in the By-Laws; (b) in or to the General Common Elements, the Residential Common Elements, and the Commercial Common Elements will be made by the Board and the cost and expense thereof will be charged as a Common Expense, payable by all Unit Owners to the extent of their share in

the foregoing; and (c) in and to any Limited Common Element, will be made by the Unit Owner having the exclusive use of such Limited Common Element, except that repairs to, maintenance and replacements of the exterior windows, doors and exterior walls of the Building, shall be made by the Condominium Board and the cost thereof shall be borne by all Unit Owners as a Common Expense, as provided in the By-Laws. The Condominium Board must obtain the consent of Unit Owners owning Units with aggregate Common Interests in excess of 75% of the Common Interests of all Units and a Majority of the Mortgage Representatives (as defined in the By-Laws) prior to making any addition, alteration or improvement except those required by Law, costing in excess of $100,000 times the CPI Factor in any fiscal year.

Prior to the issuance of a permanent certificate of occupancy for the Building following completion of renovation as described in the Plan, no Unit Owner other than Sponsor and its designees shall make any alterations or improvements (by himself or with any of his contractors) to such Unit Owner's Unit or any Limited Common Elements, including without limitation, installation of any interior walls or partitions without the prior written consent of Sponsor, which may be granted or withheld in Sponsor's sole discretion.

The By-Laws provide, among other things, that each Residential Unit and all portions of the Common Elements shall be kept in first class condition. If any Residential Unit Owner fails to keep his Unit in such condition, the Board may, at the expense of such Residential Unit Owner, enter such Unit and perform such acts as are necessary to cure such default (see the heading "Rights of Access" below in this section).

If any maintenance of, replacement of, or repairs to the Property or any part thereof are necessitated by the negligence of any Unit Owner, his tenants or visitors or occupants of the Unit, then the entire cost thereof shall be borne by such Unit Owner.

Additions, Alterations and Improvements by Unit Owners

Except as permitted in the Declaration or the By-Laws, no Residential Unit Owner shall make any structural addition, alteration or improvement in or to his Residential Unit, without the prior written consent thereto of the Board, which consent shall not be unreasonably withheld. Non-structural interior additions, alterations, or improvements by a Residential Unit Owner to his Residential Unit may be made without the consent of the Board, but subject to the Declaration and By-Laws. Further, no Residential Unit Owner shall make a structural addition, alteration or improvement to any Limited Common Element without the prior written consent thereto of the Board. Such consent may be granted or withheld in the Board's sole discretion. Further, Residential Unit Owners are prohibited from erecting any structure on, or enclosing roof terraces. Any application to any governmental authority for a permit to make an addition, alteration or improvement in or to any Residential Unit permitted hereunder shall, if required, be executed by the Board, without, however, incurring any liability on the part of the Board to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom.

Purchasers should note that Units on Floors 2 through 10 will have some lot line windows along the side property lines. If a building is built, rebuilt or extended on the parcel to

the east of the Building, it may block the lot line windows. If the lot line windows are blocked, the Board will seal the windows and the cost thereof shall be a Common Expense. Because another window in each bedroom with lot line windows permits the Unit to meet the light and air requirements of local codes, sealing of the lot line windows would not affect the legal use of these bedrooms. All lot line windows will be double-glazed, with one sheet of glazing being tempered glass, or as described in the Description of Property and Specifications, Exhibit 4 in Part II of the Plan. Each lot line window will be protected at the interior with a sprinkler head. A Residential Unit Owner of a Unit with lot line windows shall not be permitted to alter either the non-lot line window in such Unit or the glazing or sprinklering of the lot line windows.

There are no limitations or restrictions on the right of the Commercial Unit Owner to decorate, alter or otherwise improve the Commercial Unit, other than the requirement that the Commercial Unit Owner comply with law and the applicable provisions of the Declaration and By-Laws.

Sponsor shall have the right, without obtaining the consent of the Board, to the Communications Rights. Sponsor shall be entitled to collect and retain all revenues derived from its Communications Rights. Sponsor shall have the right to grant to any party (whether or not a Unit Owner) the foregoing Communications Rights, whether on an exclusive or non-exclusive basis Sponsor may elect and such grantee(s) (and their successors and assigns) may, in turn, assign such Communications Rights. The Communications Rights are in addition to any communications systems serving the Unit Owners. All Communications Rights granted to Sponsor shall be paramount over any similar installations that may be made by the Condominium Board. In no event shall the Condominium Board approve the installation of any communications equipment of the type described herein, in any location in which or Sponsor has permitted such equipment to be installed or in any location that would interfere with such equipment or the installation of such equipment.

No Residential Unit Owner (except Sponsor) may perform any Work in or to his Residential Unit or its appurtenant Limited Common Elements, without the prior written approval of both Sponsor and the Condominium Board, for so long as Sponsor owns any Unsold Units. In order to coordinate the performance of work and to maintain the integrity of the Building, the Building systems, the Utility Facilities and the Common Elements the following procedures will govern work to be performed by Residential Unit Owners. Provided Sponsor grants such approval, the Condominium Board will not unreasonably withhold its approval. Further, provided the plans and specifications submitted by the Residential Unit Owner have been reviewed by Sponsor's construction professionals, the Condominium Board will not require the Residential Unit Owner to submit the plans and specifications to the Condominium Board's construction professionals for review. Such approval may be conditioned, in the discretion of Sponsor and the Condominium Board, upon the Residential Unit Owner's compliance with the following:

(i) The Residential Unit Owner shall submit to Sponsor (for so long as Sponsor owns any Unsold Units) or to the Condominium Board (after Sponsor ceases to own any Unsold Units) proposed plans and specifications (the "**Proposed Plans**") for the work that the Residential Unit Owner wishes to perform. Such Proposed Plans must be prepared by an architect or engineer licensed to practice in the State

of New York engaged by the Unit Owner (the "**Unit Owner's Architect**") at the Residential Unit Owner's sole cost and expense.

(ii) The Residential Unit Owner shall submit an estimate prepared by a contractor licensed to do business in the City and State of New York of the cost of the work together with evidence of the Unit Owner's financial ability complete the work. Any contractor engaged by a Residential Unit Owner to perform work must be compatible and engage laborers who are compatible with any labor engaged by Sponsor and/or the Condominium Board in or about the Building.

(iii) Simultaneously with the submission of the Proposed Plans, the Residential Unit Owner shall submit to Sponsor or to the Condominium Board (whichever is applicable) for transmission to the architect or engineer reviewing same, his check, to order of such licensed architect or engineer as Sponsor or the Condominium Board (as the case may be) has engaged (the "**Building's Architect**") to review the Proposed Plans, in payment of the fee of the Building's Architect in connection with the review of the Proposed Plans.

(iv) The Residential Unit Owner shall, promptly, and in no event later than 45 days from the date that the Residential Unit Owner is notified of any changes that may be required in his Proposed Plans, at his sole cost and expense, cause such Residential Unit Owner's Architect to make all changes that may be required by Sponsor, the Condominium Board and the Buildings' Architect. The Residential Unit Owner shall promptly pay such additional fee(s) as may be incurred in connection with the review by the Building's Architect of any such changes.

In this regard, each Unit Owner acknowledges that Sponsor, the Condominium Board, and the Building's Architect may each deny or condition their approval of or require the Residential Unit Owner to make changes in and to the Residential Unit Owner's Proposed Plans for a broad range of reasons, including, without limitation, compliance with applicable law aesthetic considerations, concerns regarding the impact of the work on the capacity of Building systems and facilities, concerns about the impact and/or potential encroachment of the work both during construction and as ultimately completed) on other Residential Unit Owners, other Units or the Common Elements, the impact of the work on Sponsor's ability to market Unsold Units, the need or desirability of coordination the work proposed by the Residential Unit Owner with work to be performed by other Unit Owners and potential costs, if any (such as increased utility or insurance costs) resulting from the work.

The Residential Unit Owner shall execute an agreement in the form set forth in Part II hereof as Exhibit 17.

(i) The Residential Unit Owner shall submit the revised Proposed Plans to the Sponsor, the Board of Managers and the Building's Architect for approval and shall comply with any further comments regarding the Proposed Plans within fifteen (15) days.

(ii) The Residential Unit Owner shall obtain all applicable governmental approvals and permits at his sole cost and expense and provide a copy thereof to Sponsor and the

Board of Managers within three (3) business days following receipt, but in all events prior to the commencement of the work.

(iii) The Residential Unit Owner shall, at his sole cost and expense, prior to the commencement of the work obtain and provide evidence of such insurance coverage, including coverage for the types of risks and at such minimum policy limits as may be required by Sponsor and the Board of Managers in connection with the work. The insurance policies obtained by the Residential Unit Owner must name Sponsor and the Board of Managers as additional insured parties, must provide that they may not be canceled without thirty (30) days' prior written notice to Sponsor and the Board of Managers and must be maintained in effect until the work is complete and all governmental "sign-offs" and approvals have been obtained. Sponsor and the Condominium Board reserve the right to require the Residential Unit Owner's contractor (the "Contractor") to maintain in effect during the course of the work such types and amounts of insurance coverage as they may reasonably determine.

(iv) The Residential Unit Owner shall only engage the services of a contractor(s) and professionals who are duly licensed to perform the services for which they have been engaged. The Residential Unit Owner shall submit to the Managing Agent the name of the contractor(s) and professionals together with evidence that such contractor(s) and professionals satisfy the requirements of this section.

(v) The Residential Unit Owner shall, within thirty (30) days of receipt of approval commence the work and proceed with all due diligence to complete same.

(vi) The Residential Unit Owner shall notify Sponsor and the Condominium Board immediately in the event any hazardous situation or emergency situation arises during the performance of the work and shall immediately take all steps as may be appropriate to correct such hazardous situation.

(vii) Sponsor, the Board and the Managing Agent and any professionals engaged by any of them shall have the right to inspect the Unit and the work from time to time, without notice to the Unit Owner. However, no such inspection shall be deemed to be either (i) a waiver of compliance or (ii) a determination as to compliance or conformance of such work with applicable laws.

(viii) In the event that any hazardous situation or emergency situation, Sponsor, the Board and the Managing Agent may each, without notice to the Residential Unit Owner, take all steps as may necessary, appropriate or desirable to cure, correct or alleviate such hazardous condition or emergency situation. The cost of any such cure, correction or alleviation shall be borne by the Residential Unit Owner, paid by the Unit Owner within ten (10) days of being billed and, if billed by the Condominium Board, shall constitute a lien on his Unit (similar to the lien of Common Charges) until paid.

(ix) If the Residential Unit Owner fails to pursue the Work to completion with due diligence, Sponsor, the Board and the Managing Agent shall each have the right (but not the obligation) to complete the Work in accordance with the Residential Unit Owner's Plans, at the expense of the Residential Unit Owner. The cost of such completion shall be borne by the

Residential Unit Owner and shall be paid by the Residential Unit Owner within ten (10) days of being billed, and, if billed by the Condominium Board, shall constitute a lien on the Unit (similar to the lien of Common Charges) until paid.

(x) The Residential Unit Owner shall, within thirty (30) days of the imposition thereof, cause all mechanics liens and other liens to be bonded or discharged.

(xi) The Residential Unit Owner shall deliver a set of "as-built" plans in CAD or CD form to the Board at the Residential Unit Owner's expense.

(xii) Promptly, but in no event later than thirty (30) days following the completion of the Work, the Residential Unit Owner shall obtain and provide to the Board all governmental "sign-offs" and documents evidencing the completion of the Work in accordance with all Applicable Law.

(xiii) Sponsor, the Board and the Managing Agent each reserve all rights at law and in equity (including the right to injunctive relief) to enforce the provisions of this section and any agreement made by any of them with a Unit Owner in connection with work to be performed by such Unit Owner.

(xiv) Unit Owners are advised that for so long as Sponsor owns at least one Unsold Unit, Sponsor reserves the right to require the Unit Owner to utilize a contractor and other professionals approved by Sponsor in connection with the performance of the Work.

Non-structural interior additions, alterations, or improvements, by a Residential Unit Owner to his Residential Unit, may be made without the consent of the Board but subject to the Declaration and By-Laws. The Board shall have the obligation to answer any written request by a Residential Unit Owner for approval of a proposed structural addition, alteration or improvement in such Residential Unit Owner's Residential Unit within thirty (30) days after such request which shall be deemed to have been made following the submission of the items required in paragraphs (i), (ii), and (iii) above, and failure to do so within the stipulated time shall constitute a consent by the Board to the proposed addition, alteration or improvement. Any application to any governmental authority for a permit to make an addition, alteration or improvement in or to any Residential Unit permitted hereunder shall be executed by the Board, without, however, incurring any liability on the part of the Board to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom.

There are no limitations or restrictions on the right of the Commercial Unit Owner to alter or otherwise improve the Commercial Unit other than the requirement that the Commercial Unit Owner comply with law and certain applicable provisions of the Declaration and By-laws.

Insurance

The insurance coverage to be provided by the Board for the benefit of each Unit Owner, and a Unit Owner's right to obtain supplemental or additional insurance, is set forth

under the "**Insurance**" heading in the "**Rights and Obligations of Board of Managers; Summary of By-Laws**" section.

Rights of Access

As more fully set forth in the By-Laws, the Board and any managing agents, managers, and other persons authorized by the Board will have a right of access to any Unit for the purposes, among others, of making inspections of, or removing violations of governmental laws or regulations against, any part of the Property, curing defaults under the Declaration and By-Laws and the Rules and Regulations thereunder, or correcting any conditions originating in any Unit and threatening another Unit or any Common Element. The Sponsor, and its designees owning Units shall also have a right of access to each Unit, the Common Elements or elsewhere on the Property in order to inspect, maintain, repair, replace or alter their Units or the Common Elements (including the Limited Common Elements) as provided in the Declaration and the By-Laws. Each Commercial Unit Owner shall have a right of access to the Common Elements (and to the Residential Common Elements and other Units subject to notice requirements) in order to inspect, maintain, repair, replace or alter its Unit as provided in the Declaration and the By-Laws.

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

Each Unit Owner must strictly comply with the provisions of the Declaration and the By-Laws and the Rules and Regulations thereunder. Failure to comply is grounds for an action for damages or injunctive relief, or both. The By-Laws, together with the Rules and Regulations thereunder, will be recorded with the Declaration in the Office of the City Register, New York County.

Units Owned by Commercial Unit Owner and Sponsor or its Designees

Except to the extent prohibited by law, and subject to certain restrictions set forth in the Declaration including compliance with all applicable laws and governmental regulations, if any, Sponsor and its designees owning Units will have the right, Freely and Without Consent, Payment or Restriction of or by the Board or the other Unit Owners to: (a) make decorations, alterations (including, without limitation, demolition), additions or improvements, whether structural or nonstructural, interior or exterior, ordinary or extraordinary, of any type or nature whatsoever, in, to, and upon (i) its Unit or the Common Elements; (ii) any Utility Facility servicing such Unit whether located within the Unit or the Common Elements; (b) change the layout and number of rooms of any of its Unit from time to time; (c) change the size of the Commercial Unit or subdivide the same into any desired number of Units (or by combining any Units resulting from such subdivision); (d) combine any of its Units, and any other Units with the consent of the Owners of the Units to be combined; (e) create and designate a Limited Common Element for the exclusive use of the newly created Units, and convert space or constituents of its Unit into a newly designated Limited Common Element and/or convert and designate a Limited Common Element as a part of the newly created condominium units; (f) reapportion among the newly created Units resulting from any such subdivision (or combination) their appurtenant Common Interests; (g) in the case of the Commercial Unit, construct, install, maintain, repair, replace or alter storefronts, signs, facades or other exterior portion of such

Units, to the extent as permitted by law; (h) dedicate certain utility, sewer, and drainage easements; (i) amend the Certificate of Occupancy for the Building or obtain a new Certificate of Occupancy for the Building; and (j) amend (and cause the Board to amend) the Declaration and/or By-Laws in order to effectuate any of the foregoing.

Except to the extent prohibited by law, and subject to certain restrictions set forth in the Declaration including compliance with all applicable laws and governmental regulations, if any, the Commercial Unit Owner will have the right, Freely and Without Consent, Payment or Restriction of or by the Board or the other Unit Owners to: (a) make decorations, interior alterations (including, without limitation, demolition), additions or improvements, whether structural or nonstructural, of any type or nature whatsoever, in, to, and upon (i) its Unit, or (ii) any Utility Facility servicing such Unit whether located within the Unit or the Common Elements.

The consent of the Board and/or the other Unit Owners is not required for the exercise by the Sponsor or its designees of the rights and powers described above (including the right to install cellular or telecommunications or similar equipment, or signage of any type). Nonetheless, the Sponsor or its designees may require that the Board and other Unit Owners execute any amendment to the Declaration or By-Laws proposed by the Sponsor or its designees as provided above and (with respect to the Commercial Unit Owner as well) any other application or other document necessary or convenient to the exercise by the such Commercial Unit Owner or the Sponsor or its designees of any of its rights or powers described above (including, without limitation, any application or document required by the Department of Buildings and/or the Real Property Assessment Bureau of the City of New York in connection with an amendment to the certificate of occupancy of the Building or the establishment of separate tax lots for any newly created Units or reapportionment of assessed valuation by reason thereof). The Sponsor and its designees are each granted an irrevocable power of attorney coupled with an interest to execute, deliver and/or record any such amendments, applications or other documents on behalf of the Board and the Unit Owners.

Under the Declaration, Sponsor and/or its designees have an easement, Freely and Without Consent, Payment or Restriction of or by the Board of Managers and/or Unit Owners, over any part of the Property, including each Unit and the Common Elements, in order to inspect, maintain, repair, replace or alter its Units or the Common Elements as provided in the Declaration and the By-Laws.

Under the Declaration, Sponsor and/or its designees, and each Commercial Unit Owner shall have an easement Freely and Without Consent, Payment or Restriction of or by the Board of Managers and/or Unit Owners (i) over, with respect to the Sponsor and/or its designees, the Property, including each Unit and the Common Elements, and, with respect to the Commercial Unit Owner, Common Elements other than Residential Common Elements or Limited Common Elements (and other Units and Residential Common Elements subject to notice requirements) for access to and to construct, install, erect, inspect, maintain, repair, operate, use and replace from time to time one or more Signs on the Property (including, without limitation on any storefront, or exterior facade adjacent to the Commercial Unit) for the purposes of advertising the sale of Units and the leasing of the Units or of space in any of the Units or advertising any of the services and/or facilities of such Commercial Unit Owner or the

services and/or facilities of any tenant occupying such owner's Commercial Unit; (ii) over, with respect to the Sponsor and/or its designees, the Property, including each Unit and the Common Elements, and, with respect to the Commercial Unit Owner, Common Elements other than Residential Common Elements or Limited Common Elements (but to other Units and Residential Common Elements subject to notice requirements) for access to and to construct, install, erect, inspect, maintain, repair, operate, use and replace from time to time a storefront, facade or other exterior portion adjacent to such Commercial Unit; (iii) over, with respect to Sponsor and/or its designees, any part of the Property, including each Unit and the Common Elements (including, without limitation, the lobby, stairways, elevator, vestibules and other public spaces within the Property), and, with respect to the Commercial Unit Owner, Common Elements other than Residential Common Elements and Limited Common Elements (but to other Units and Residential Common Elements subject to notice requirements), for purposes of access to and for all purposes in connection with the installation (whether on Common Elements or within its Unit), inspection, maintenance, repair, operation, improvement or use of any of the following serving the Commercial Unit: the Service Equipment, Utility Facilities, flues and/or ducts, security system (including, without limitation, alarms, gates, electric eyes or video cameras), air-conditioning and/or HVAC systems and devices and such horizontal and/or vertical lines, conduits, risers, cables, ducts and similar installations as may be required in connection therewith and exhaust and ventilation fans, systems and devices, in each case, located anywhere on the Property. Notwithstanding the above for so long as Sponsor owns any Unsold Units, the Commercial Unit Owner may only install such Signs on the exterior of the Building as shall be approved, in writing, by the Sponsor or its designee, and in no case shall a neon sign be installed on the exterior of the Building by the Commercial Unit Owner without the prior written approval of the Sponsor or its designee.

While the Commercial Unit has its own entrance to the Building, such unit also has the benefit of easements from the cellar portion of such Unit through the Residential Lobby for ingress and egress for fire, emergency or such other purposes as may be required by law. In addition the Commercial Unit has an easement through the building stairway from the first floor to the roof, subject to notice to the Board, for repairs to and maintenance of equipment servicing the Commercial Unit which is located on the roof.

Sponsor and its designees shall have an easement, Freely and Without Consent, Payment or Restriction of or by the Board of Managers or the Unit Owners, over the Property (including, without limitation, the Units and the Common Elements to (i) install, erect, construct, inspect, operate, use, maintain, repair and replace or alter any antennas, cellular communications, telecommunications, and similar equipment (whether or not serving a Unit owned by Sponsor and/or its designees) in such locations as Sponsor shall determine (other than in any space designated as a Limited Common Element) and (ii) and to collect any and all income derived from such facilities (such easement and all appurtenant rights as described above, collectively, the "Sponsor's Communication Rights"). Sponsor shall have the right to grant to any party (whether or not a Unit Owner) the Sponsor's Communication 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 Communication Rights on an exclusive or non-exclusive basis, as they may determine.

The Sponsor or its designees shall have the right to maintain a general or sales office in any Unit owned by any of them and to use any Unit owned by any of them as a model and for other promotional purposes in connection with the sale or lease of Units in the Condominium. Sponsor shall also have "Sponsor's Signage Rights" as described in Section O, "Rights and Obligations of Sponsor."

The Sponsor or its designees shall also have the right to apply for tax exemption and/or tax abatement with respect to the Property and/or with respect to any of the Units without the consent of the Board and/or Unit Owners.

R. RIGHTS AND OBLIGATIONS OF BOARD OF MANAGERS; SUMMARY OF BY-LAWS

The Condominium is an unincorporated association which is created by virtue of submission of the Property to the provisions of the Condominium Act in accordance with the Declaration and By-Laws set forth in Part II of the Plan. Summarized below are certain provisions of the By-Laws, including certain of the provisions relating to governance of the Condominium. A Purchaser should review in detail the full text of the Declaration, By-Laws, and Rules and Regulations thereunder which are set forth in Part II of the Plan.

The Board initially shall be comprised of three members designated by and affiliated with Sponsor. The initial Board members will resign in favor of a new Board to be elected at a meeting of Unit Owners to be held within one hundred eighty (180) days after the First Closing. The Condominium Board will consist of five (5) members to be comprised of one (1) Commercial Member, and four (4) Residential Members. At all times, the Commercial Unit Owner shall have the right to elect or designate one (1) Commercial Member of the Condominium Board. The Residential Unit Owners (including Sponsor) shall have the right to elect four (4) Residential Members. Sponsor shall be entitled to elect or designate three (3) of the Residential Members until the earlier of (i) the date that the aggregate Common Interests of all Residential Units owned by Sponsor (and its designees owning Residential Units) comprise less than 50% of the Common Interests of all Residential Units, or (ii) five years from the First Closing. Within thirty (30) days after such date, the Board of Managers shall call a special meeting of Unit Owners to elect a new Board of Managers in accordance with the foregoing provisions. The By-Laws provide that from and after the date that Sponsor surrenders control of the Residential Members of the Board of Managers in accordance with the foregoing provision, a majority of the Residential Members of the Board of Managers must be Unit Owners who occupy their respective Units or members of the household of such Unit Owners who are unrelated to Sponsor and its principals. Sponsor shall have the right to elect one (1) Residential Member to continue for so long as Sponsor (and its designees owning Residential Units) owns at least one (1) Unsold Residential Unit. In addition to any Residential Members elected or designated by Sponsor, Sponsor shall, at all times, also have the right to cast its votes for all remaining positions on the Condominium Board for candidates who reside in the Building but who are unrelated to or unaffiliated with Sponsor. The Board has no authority to remove any of its members, but the Board may, by the affirmative vote of a majority of its members, remove any officer, either with or without cause.

The Board of Managers will not have the right to change or otherwise affect the means of ingress, egress or access to the Commercial Unit without the prior written consent of the Commercial Unit Owner, nor abrogate or change any essential or other rights granted to it under the Declaration or By Laws. The consent of the Commercial Unit Owner to either or both of the foregoing matters may be granted or withheld in the sole and absolute discretion of the Commercial Unit Owner.

Although Sponsor will endeavor to sell at least fifteen percent (15%) of the Residential Units to Purchasers who represent that they or one or more members of their immediate family intend to reside in their Units, Sponsor cannot guarantee that such Purchasers

will in fact reside in their respective Units. In addition, Sponsor has reserved the right to sell Residential Units to investors.

Purchasers are advised that owner occupants of Residential Units may have different interests than Purchasers for investment or renters of Residential Units and that the interests of owner occupants of Residential Units and the interests of Purchasers for investment or renters may be in conflict.

Any Residential Member of the Board may be removed with or without cause by a Majority in Common Interest of the Residential Unit Owners electing any such member pursuant to the By-Laws, except that if any member of the Board was elected by or is a designee of the Commercial Unit Owner, the Sponsor or any of its designees, as the case may be, such member may not be removed for other than cause except by the written consent of the such Commercial Unit Owner, Sponsor or its designees, as the case may be; however, such member may be removed for cause by a Majority in Common Interests of all Unit Owners (inclusive of the Unit Owner(s) electing such member) following notice and an opportunity to be heard. The Commercial Unit Owner or Sponsor, as the case may be, retains, however, the right to replace any such Member it so designated.

Powers and Duties of Board

Subject to applicable laws and the By-Laws, the powers and duties of the Board include, without limitation, (a) the operation and maintenance of the Common Elements, and employment of personnel for such purpose, (b) determination and collection of the Common Charges, (c) amending the Rules and Regulations, (d) having bank accounts and investing funds for the Condominium, (e) acquiring, selling, leasing, and mortgaging Units, (f) insuring the Property, adjusting claims, and repairing the Common Elements after a casualty or condemnation, (g) enforcing obligations of Unit Owners, (h) borrowing money on behalf of the Condominium; the consent of two-thirds (2/3) in number and aggregate Common Interest of all Unit Owners shall be required for any borrowings in excess of the aggregate amount of $100,000 times the CPI Factor in any one fiscal year (regardless of the balance of any loans outstanding from previous fiscal years), (i) granting certain utilities and other easements and (j) representing all Unit Owners in connection with a protest of real estate taxes.

The potential personal liability of the Board is discussed under the heading "**Liability of Board, Officers, and Unit Owners**" which appears later in this section.

Voting by Unit Owners

At each Unit Owner's meeting, each Unit Owner will be entitled to cast one (1) vote at all meetings of the Unit Owners for each one ten thousandth of one percent (.0001%) of Common Interest applicable to his or its Unit.

Except as provided in the section of the Plan entitled "**Control By Sponsor**," each Unit Owner in the Condominium, including the Sponsor and any of its designees owning Units, will be entitled to vote for members of the Board based on their percentage Common Interest. Subject to the right of the Commercial Unit Owner to elect two members of the Condominium Board, and the rights of Sponsor summarized under "**Control By Sponsor**" and

the Residential Unit Owners to elect three members of the Condominium Board, each Unit Owner may cast the number of votes allocated to such Owner's Unit for each member of the Board to be elected, however, Unit Owners may not cumulate their votes.

The vote of a Majority in Common Interest of Residential Unit Owners present in person or by proxy at a meeting at which a quorum shall be present shall be binding upon all Residential Unit Owners for all purposes except as provided above with respect to the election of the members of the Board and as otherwise provided in the Declaration or the By-Laws.

Meetings of Unit Owners

After the first meeting of the Unit Owners described above (see "**Control by Sponsor**"), the By-Laws provide that annual meetings shall be held within thirty (30) days of each anniversary of the first annual meeting. At such meeting, the Unit Owners shall elect members of the Board and shall also transact such other business of the Condominium as may properly come before the meeting.

It shall be the duty of the President of the Condominium to call a special meeting of the Unit Owners if so directed by resolution of the Board or upon a petition signed and presented to the Secretary of the Condominium by not less than 25% in Common Interest of all the Unit Owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. The By-Laws provide that no business shall be transacted at a special meeting except as stated in the notice.

Officers

The principal officers of the Condominium shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board. The Board may appoint additional officers. No officer of the Condominium shall, except as may otherwise be provided by the Board from time to time, receive any compensation for acting as an officer of the Condominium.

The President shall be the chief executive officer of the Condominium, and shall have all of the general powers and duties which are incident to the office of President, including presiding at meetings and appointing committees. The President must be a member of the Board. The Vice President performs the duties of the President when he is absent or unable to act. The Secretary keeps the minutes and gives notice of meetings. The Treasurer keeps financial records and deposits funds for the Condominium.

Repairs and Replacement of Common Elements and Limited Common Elements

The repair, replacement, and maintenance of the Common Elements (and any Limited Common Elements) is discussed under the heading "**Repairs to and Maintenance of Units, Limited Common Elements and Common Elements" in "Rights and Obligations of Unit Owners and Board of Managers; Summary of By-Laws**" above.

Units Acquired By the Board

All Residential Units acquired or leased by the Board or its designee, shall be held by such Board or its designee, on behalf of all Residential Unit Owners and the rent or purchase price, closing costs and adjustments payable in connection therewith shall constitute a Common Expense payable by the Residential Unit Owners. No Residential Units held by the Board shall carry any voting rights.

Repair or Reconstruction after Fire or Other Casualty

If the Building or any part thereof is damaged or destroyed by fire or other casualty, the Board will, except as set forth below, arrange for the prompt repair and restoration thereof (but excluding machinery, appliances, fixtures, furniture, furnishings or other personal property within a Unit). If the insurance proceeds are insufficient to cover the cost of repairs or restorations, then such cost shall constitute a Common Expense. Any surplus insurance proceeds shall be paid to all Unit Owners in proportion to their respective Common Interests, 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, in the order of priority of such liens.

If three-fourths or more of the Building is destroyed or substantially damaged and if seventy-five (75%) percent or more in Common Interest of all Unit Owners do not duly resolve within sixty (60) days from the day of such damage or destruction to proceed with the repair or restoration thereof, then the Building will not be repaired and shall be subject to an action for partition instituted by any Unit Owner or lienor, as if owned in common. In that case the net proceeds of sale, together with the net proceeds of insurance policies, shall be divided among all Unit Owners in proportion to their respective Common Interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid, out of his share of such funds, such amounts as may be necessary to discharge all unpaid liens on his Unit in the order of the priority of such liens.

Notwithstanding anything contained herein to the contrary, the proceeds of all policies of physical damage insurance maintained by the Board shall be payable as hereinabove provided in the event of a loss amounting to $100,000.00 times the CPI Factor or less. However if such proceeds are in excess of $100,000.00 times the CPI Factor, then such proceeds shall be payable to and held by the Insurance Trustee pursuant to the provisions of the By-Laws. Such lender as Sponsor shall designate in writing to the Board of Managers as being the construction lender (the "Construction Lender") or its successors, assigns or designee, shall, at its option, be the Insurance Trustee for so long it holds any lien on the Property or any Unit. The fees and expenses of the Insurance Trustee shall be paid by the Board and shall constitute a Common Expense.

Insurance

The Board is required to obtain and maintain, to the extent obtainable at reasonable rates and to the extent determined by the Board to be appropriate and commercially reasonable, the following insurance: (a) fire insurance with all risk extended coverage, and

vandalism and malicious mischief endorsements, insuring the Building (but excluding, without limitation, machinery, appliances, fixtures, furniture, furnishings or other personal property within a Unit), together with all service machinery contained therein and covering the interests of the Condominium, the Board and all Unit Owners as additional insured parties, and their mortgagees, all, as their respective interests may appear, in an amount equal to at least 80% of the full replacement value of the Building (exclusive of foundation and footings), (b) worker's compensation and New York State disability benefits insurance; (c) water damage insurance to the extent, if any, determined by the Board; (d) fidelity bond for the Managing Agent of the Condominium, to the extent, if any, determined by the Board; (e) errors and omissions coverage for members of the Board and officers, to the extent, if any, determined by the Board; (f) comprehensive general liability insurance and (g) such other insurance (including, without limitation, rent insurance and plate glass coverage, which are not included in Schedule B) as the Board may determine from time to time.

The amount of fire insurance and all risk extended coverage to be maintained until the first meeting of the Board following the first annual meeting of the Unit Owners shall be in at least the sum set forth in "**Footnotes to Schedule B.**" Purchasers should refer to the "Footnotes to Schedule B" to determine the extent of insurance coverage and the cost thereof for the first year of condominium operation.

All policies of physical damage insurance shall contain, to the extent obtainable at reasonable rates, waivers of subrogation and waivers of any defense based on co-insurance or other insurance or of 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 days' prior written notice to all of the insureds, including all Unit Owners, each of whom shall be an additional insured party and their mortgagees. Duplicate originals or certificates of insurance for all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all Unit Owners and their mortgagees at least ten days prior to the expiration of the then current policies. Each such policy shall contain a New York standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to the mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board and the Insurance Trustee hereinafter set forth. Any insurance maintained by the Board may contain such deductible amounts as the Board may determine from time to time.

The premiums for all insurance referred to above shall be a Common Expense unless the Board determines to otherwise equitably apportion the cost of insurance among the Unit Owners as provided in the By-Laws.

The Condominium Association's insurance will not cover losses to the furniture, furnishings, personal belongings, fixtures, cabinets, appliances or other improvements or contents of, or within, a Unit, including wall and floor coverings, window treatments and other Decorations. Pursuant to the Condominium Bylaws, each Unit Owner must obtain and pay for appropriate insurance covering these items. Each Unit Owner carry supplemental or additional insurance for his own benefit. All Unit Owners' policies must contain waivers of subrogation, and must further provide that the liability of the carriers issuing insurance obtained by the Board

shall not be affected or diminished by reason of any such supplemental or additional insurance carried by such Unit Owner.

In addition, the liability insurance to be maintained by the Condominium Board will cover claims for personal injury and property damage arising from occurrences on the Common Elements, but not within the Units or on a Unit's Terrace. Unit Owners may be jointly and severally liable for occurrences in, on or caused by the Common Elements to the extent the liability insurance maintained by the Condominium Board is inadequate or does not cover the risk. Each Unit Owner will be responsible to obtain and pay for liability insurance in the minimum amount of $300,000 to protect against claims for occurrences within a Unit or on a Unit's Terrace.

Liability of Board, Officers, and Unit Owners

To the extent permitted by applicable law, no member of the Board or any managing agent, manager, or officer shall have any personal liability with respect to 1) any contract, act or omission of the Board or any managing agent, manager, or officer in connection with the affairs or operations of the Condominium (except in their capacities as Unit Owners), or 2) any mistake of judgment, negligence, or otherwise, except in either case, for their own willful misconduct or bad faith. The By-Laws require that every contract made by the Board or by any managing agent thereof or any officer shall state that (a) it is made only as agent for all Unit Owners (or all Residential Unit Owners) and such Board or managing agent or officer shall have no personal liability thereon (except in their capacities as Unit Owners) and (b) the liability of any Unit Owner with respect to such contract shall be limited to (i) such proportionate share of the total liability as the Common Interests of all Units owned by such Unit Owner bears to the aggregate Common Interests of all applicable Units, and (ii) unless provided by the Board in its sole and absolute discretion, such Unit Owner's interest in his Unit and its appurtenant Common Interest. A Unit Owner shall, in the same proportion as his Common Interest in the applicable Units, indemnify each member of the Board and each officer against any and all claims, liabilities, damages, costs and expenses (including, without limitation, reasonable attorney's fees) arising out of or related to the performance of such duties as a member of the Board or officer, except those arising out of his own bad faith or willful misconduct, and except as may be provided by law. The Board may contract, or effect any other transaction, on competitive terms, with any member of the Board, any officer, any Unit Owner, Sponsor or its designee, or any affiliate of any of them without incurring any liability for self-dealing, except in cases of bad faith or willful misconduct, and except as may be provided by law.

Reports, Notice, Books and Records

An annual report of the receipts and expenditures of the Condominium, certified by an independent certified public accountant, shall be submitted by the Board to all Unit Owners within four months after the end of each fiscal year. Separate budgets, financial statements and operating accounts shall be maintained for General Common Charges, Residential Common Charges, and Commercial Common Charges. Within thirty (30) days after the delivery of the annual reports a reconciliation of the General Common Charges shall be made and any surplus funds remaining in the operating account maintained for the General Common Charges shall be distributed to the Residential Board or the Commercial Board as appropriate.

Any deficits required to be paid shall be payable by the Residential Board and/or Commercial Board as appropriate.

The first annual meeting of the Residential Unit Owners shall be called on or no more than 180 days after the recordation of the Declaration. Thereafter annual meetings of the Residential Unit Owners shall be held within approximately thirty (30) days of each anniversary of the first annual meeting. Notices of the annual meeting shall be given at least ten (10) but no more than thirty (30) business days prior to the date named for the meeting.

In accordance with the provisions of the By-Laws, the Board shall furnish the Unit Owners, at least ten (10) days prior to adoption thereof, the proposed annual budget for the Condominium.

Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Condominium at reasonable times, on business days, but not more than once a month.

Amendments to Condominium Documents

Generally, subject to certain exceptions including, among others, exceptions concerning the Commercial Unit Owner, the Sponsor and its designees, any provisions of the Declaration, By-Laws, or Rules and Regulations may be amended, modified, added to or deleted by affirmative vote of not less than eighty (80%) percent in number and in Common Interest of all Residential Unit Owners and the consent of the Commercial Unit Owner. However, a Majority in Common Interest of the Residential Unit Owners may overrule the Board's amendment of the Rules and Regulations relating to the Residential Units. Except as otherwise expressly permitted in the Declaration, and notwithstanding the foregoing, no amendment, modification, deletion or addition to the Declaration, By-Laws or Rules and Regulations shall be binding on a Permitted Mortgagee without the prior written consent of a "Majority of the Mortgage Representatives" (as such term is defined in Article VI, Section 15 the By-Laws) and no such amendment, modification, addition or deletion shall be binding on the Construction Lender without its prior written consent for so long as it has a lien on any Unit.

It is possible that amendments, modifications, additions or deletions of or to the Declaration, the By-Laws and the Rules and Regulations, may be necessary, appropriate or desirable in connection with the subdivision or combination of Units owned by the Commercial Unit Owner or the Sponsor or its designees and/or the offering for sale or lease of all or any portion of Units owned by (or the exercise of certain rights under the Declaration held by) the Commercial Unit Owner, the Sponsor or its designees, and in connection therewith the Commercial Unit Owner, the Sponsor or its designees, as the case may be, may, subject to compliance with all applicable laws and governmental regulations, if any, cause the Declaration, the By-Laws and the Rules and Regulations to be so amended, modified, added to or deleted in accordance with the provisions of the Declaration and By-Laws.

Termination of Condominium

The Condominium shall continue (unless terminated by casualty loss, condemnation or eminent domain as provided in the By-Laws) until such time as the Property

shall be withdrawn from the provisions of the New York Condominium Act as a result of the vote to do so of at least eighty (80%) percent in number and in Common Interest of all Unit Owners and all of the holders of mortgages of record affecting the Units. In the event of withdrawal, the Property shall be subject to an action for partition by any Unit Owner or any lienor as if owned in common, in which event the net proceeds of the sale shall be divided among all Unit Owners in proportion to their respective Common Interests after first applying the share of the net proceeds of such sale, otherwise payable to any Unit Owner, to the payment of any liens on his Unit, in the order of such priority of such liens. Until the termination of the Condominium, no Unit Owner shall maintain an action for partition of the Property or the Common Elements.

Right of First Refusal by Board

The right of first refusal of the Board with respect to the sale or lease of a Residential Unit, is discussed under the heading "Sales and Leases of Units" in "**Rights and Obligations of Unit Owners and Board of Managers; Summary of By-Laws**" and set forth in the By-Laws in Part II of the Plan.

Review of Real Estate Tax Assessments

The Board may act as an agent of each Unit owner who has given his written authorization to complain or apply to the local and county real estate tax assessment agency or board of review by filing a single complaint on behalf of all such Unit Owners pursuant to the applicable sections of the Real Property Tax Law. The Board may retain legal counsel on behalf of all Unit Owners for which it is acting as agent and assess as a Common Charge against all such Unit Owners a pro rata share of expenses, disbursements, and legal fees paid or incurred in connection with any such complaint or application.

Reserves

The Board has the right to assess Common Charges for such reserves as the Board may determine to be reasonably necessary for general operating costs and expenses, working capital and/or replacement and improvement of Common Elements; provided, however, that the assessment therefor for Residential Units shall be made by the Residential Members of the Board and for the Commercial Unit shall be made by the Commercial Member.

Real Property Law Section 339-kk.

Under Real Property Law Section 339-kk ("Section 339-kk"), if the owner of a Residential Unit is a non-occupying owner who rents his Residential Unit to a rental tenant and then fails to make payments due for common charges, special assessments or late fees (collectively "Condominium Charges") for such Unit within sixty (60) days of the expiration of any grace period after they are due, upon notice in accordance with the following paragraph, all rental payments from the tenant shall be directly payable to the Condominium.

If the common charges, special assessments or late fees due for any Residential Unit have not been paid in full, within sixty (60) days after the expiration of any grace period of the earliest due date, the Board shall provide written notice to the tenant and the non-occupying

owner providing that, commencing immediately and until such time as all payments for common charges, special assessments or late fees are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the Condominium Board at the address listed on the notice.

Where a majority of the Residential Members of the Board has been elected by and from among the Unit Owners who are in occupancy, the Board may elect not to require that rental payments be made payable to the Board. At such time as payments for common charges, special assessments, and late fees from the non-occupying owner are once again current, notice of such fact shall be given within three (3) business days to the rental tenant and non-occupying owner. Thereafter, all rental payments shall be made payable to the non-occupying owner or a designated agent. A non-occupying owner who disputes the Board's claim to rental payments pursuant to Section 339-kk shall be entitled to present facts supporting such owner's position at the next scheduled meeting of the Board, which must be held within thirty (30) days of the date that such Board receives notice that such owner seeks to dispute such claim.

Nothing in Section 339-kk shall limit any right of Unit Owners or of the Condominium Board existing under any other law or agreement.

Payment by a rental tenant to the Condominium made in connection with Section 339-kk shall relieve that rental tenant from the obligation to pay such rent to the non-occupying owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying owner against such tenant for such rent.

Declaration and By-Laws

A copy of the Declaration and By-Laws is set forth in Part II of the Plan.

S. REAL ESTATE TAXES

As provided in Section 339-y of the real Property Law and Section 581 of the New York Real Property Tax Law, each Unit and its Common Interest shall be deemed to be a separate tax parcel and shall be subject to separate assessment and taxation by each applicable assessing authority. Under law, the aggregate of the assessment of the Units and their appurtenant interests shall not exceed the total valuation of the Property were it assessed as a single parcel.

After the Units are separately assessed by The City of New York, each Unit will be taxed as a separate tax lot for real estate tax purposes. A Unit Owner will not be responsible for the payment of, nor will the Unit be subjected to, any lien arising from the non-payment of taxes on other Units.

It is possible that separate assessments for each Unit will not be obtained from the tax assessor's office prior to the Closing Date. In such event, each Unit Owner will pay to the Board of Managers as a part of Common Charges the proportion of taxes assessed against the Property equal to the Unit's Common Interest, apportioned at the time of the closing of each Unit and thereafter promptly upon request therefor by the managing agent or the Board of Managers. At the election of the Board of Managers or the managing agent, payments for real estate taxes may be required to be made in advance in monthly installments.

The notes to "Offering Prices and Related Information, Schedule A" above, describe the projected taxes for the first year of Condominium operations. In the schedule, taxes are allocated among Units based on their Common Interest and each Unit's status as a Residential Unit. However, the assessing authority, the New York City Department of Finance, may allocate taxes among Units in a different manner when creating separate tax lots. It should be noted that the tax projections are estimated without warranty of any kind.

An estimate of the real estate taxes which will be due on the Property at the time of the creation of the Condominium and during the first year of Condominium operations and of relevant assessment and tax policies is included in notes to "Offering Prices and Related Information, Schedule A" above.

The New York City Department of Finance website indicates that the estimated assessed valuation of the Property as commercial property for real estate tax purposes is $ for the 2015-2016 tax year. It is anticipated that construction converting the Property to condominium units will be completed in March, 2016. The projection of the real estate taxes that will be payable for each of the Units currently being offered for sale during the first year of condominium ownership (July 1, 2016 to June 30, 2017), is based upon an estimate that the aggregate real estate taxes for the Units for such first year will be approximately $298,125.00, based upon an estimated assessed value of $2,250,000.00 and an estimated Class 2 Tax Rate of 13.25 per hundred. The Property is likely to be reassessed for the increase due to construction for the 2016-2017 tax year. The Department of Finance of the City of New York will allocate the assessed value among the Units. It is anticipated that the allocation will be based on each Unit's Common Interest but no warranty as to the method of allocation is made to any Purchaser or Unit Owner. Pursuant to Real Property Law Section 581, the assessed value of the Property

must be determined without regard for whether the Property is owned on a condominium basis or not.

Real estate taxes for an individual Unit will increase in proportion to any increase in real estate taxes for the Condominium as a whole.

The foregoing estimate of real estate taxes is made based upon assumptions about assessment practices and policies of the City of New York made by the law firm of Tuchman, Korngold, Weiss, Liebman & Gelles, LLP, in a letter to the Sponsor dated March 21, 2016. The Sponsor has relied on this letter in the projecting real estate taxes. No assurance can be given that the practices and policies will be applied as assumed or that the practices and policies will not change.

Section 2.2.2.1(q) of the By-Laws provide that the Board is entitled to execute and deliver documents necessary in connection with proceedings to obtain reduced real estate tax assessments with respect to Unit Owners, for the benefit and on behalf of (i) all Residential Unit Owners, or (ii) for individual Residential Unit Owners, provided that each such Residential Unit Owner indemnifies the Residential Board from and against all claims, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from such proceedings. The Board of Managers may retain legal counsel on behalf of all Unit Owners for which it is acting as agent and assess as a Common Charge against all such Unit Owners a pro rata share of expenses, disbursements, and legal fees paid or incurred in connection with any such complaint or application.

No tax certiorari proceedings challenging the Property's assessed value are pending, however, Sponsor reserves the right both (i) to prosecute any tax certiorari proceedings challenging the assessed valuation of the Property, in the tax year in which the Closing Date takes place, and any preceding tax year, in its own name and/or the name of the Condominium, the Board or the Unit Owners by attorneys selected by Sponsor and (ii) to settle any such proceedings in its sole discretion and without the consent of the Board or the Unit Owners. After deducting the cost of such proceedings including, without limitation, attorney's fees, all benefits obtained, including, without limitation, any tax refunds, attributable to either: (x) any tax year ended prior to the Closing Date, shall be paid to the Sponsor, or (y) any tax year commencing after the Closing Date, may be retained by the Condominium or the appropriate Unit Owners as the case may be, or (z) the tax year in which the Closing Date occurs shall be apportioned between the Sponsor and the Condominium as of the Closing Date.

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** ALSO ADMITTED IN NJ

March 21, 2016

34 17th Street Project LLC
c/o Atkins & Breskin
133 Norfolk Street
New York, NY 10002

RE: 34 West 17th Street
Block 818, Lot 70
Borough of Manhattan
City of New York

Dear Sir or Madam:

This letter is in response to your request for an opinion and projection of the estimated real estate assessments and taxes upon the completion of construction and creation of a condominium.

You have requested our opinion concerning the real property assessment to be levied upon the captioned premises as well as the taxes for the initial tax year after completion of construction. You have advised us that the project will consist of the conversion of the existing nonresidential building and conversion to a new multiple dwelling to be structured as a condominium which will contain nine residential units plus a retail unit and your initial budget year will commence on July 1, 2016. We have been advised by you that the conversion construction of the new building has commenced and will be completed in the spring of 2016.

In order to prepare this letter and the opinion set forth herein, you have supplied us with certain information upon which we have relied. This information includes your acquisition cost and your estimated construction costs. You have also supplied us with a square footage analysis of the project. We have also examined web sites maintained by the New York City Department of Buildings and Department of Finance.

We have also considered the recent tax assessment history of the property, the cost of the new project, the potential income for the new structure (if operated as a rental), comparable properties in the Borough of Manhattan which have been newly constructed or undergone renovation as well as market conditions in the general area.

In predicting the future assessed value, we have given consideration to the following factors:

1. The current claimed standard of assessment used by the Real Property Division of the New York City Department of Finance is to assess at 45% of value.

2. The estimate of the cost of the construction.

3. The potential capitalized net income of the property if operated as a rental.

4. Tax Assessments of comparable properties.

Tax Assessments in New York City are made on a fiscal year basis running from July 1 of any one year to the next succeeding June 30. The status of the building on January 5 of any one year is the basis of the assessment for the fiscal year beginning that July 1. The tentative assessment roll containing the tentative 2016/2017 assessed values was published on January 15, 2016. The tentative 2016/2017 assessment roll showed the following value:

Actual Assessed Value	Tax Class
$1,651,500	2B

Real Property Tax Law Section 581 provides that cooperative and condominium apartments shall be assessed for tax purposes as if the building was a comparable rental property. Thus, the Department of Finance is prohibited from utilizing the sales prices of the individual condominium units in determining the assessed valuation. Therefore the prices that you set in your offering plan and any subsequent sales or resales are not relevant in determining the assessed value of the property or of the individual condominium units. Upon conversion to a condominium and after an application is submitted by you, the New York City Department of Finance shall assign individual tax lot numbers to each of the condominium units. The condominium units will be designated as tax class 2C property and will pay on the class 2 tax rate. The 2015/2016 class 2 residential tax rate has been set at $12.883 for each $100 of assessed valuation. The 2016/2017 rate will be set later this year.

Tax Class 2C is a protected residential tax class covering condominium buildings where there are ten or fewer residential units and which limits the increases in assessed value that may be imposed on the condominium units. Pursuant to Real Property Tax Law Section 1805, the assessor shall not increase the assessment of any parcel in this tax class in any one year, as measured from the actual assessment on the previous year's assessment roll, by more than eight percent and shall not increase such assessment by more than thirty percent in any five-year period. Increases due to physical improvements (such as the construction of your

building) are added in full to the next year's assessment and are not subject to the 8% and 30% limitations. Therefore, the increase in the assessed value which we forecast for the post construction tax year below will not be subject to the 8% and 30% limitations.

On June 25, 2015 the New York State Legislature passed legislation extending property tax abatements for homeowners in New York City cooperatives and condominiums through June 30, 2019 at the rate of 17.5% with buildings with average assessments greater than $60,000 per unit and a greater percentage for buildings with a lesser average per unit. The law makes additional changes from the original abatement law which may eliminate such abatement benefits for units which are not the primary residence of the owner. The law further limits the benefits to a maximum of three units in the building, one of which must be the primary residence of the owner. It is unknown at this time if unit owners will have acquired their ownership interests at a point in time by which they will be eligible to apply for this abatement. Therefore, in predicting the taxes on this building we have not given any consideration to this tax benefit. Unit owners are advised to beware of various filing deadlines that may be included in the renewed law as well as possible changes in the level of abatement and eligibility.

We caution you that it is possible that there will not be an official apportionment of the assessment for the tax liability among the units until such time as an official apportionment of the assessed value is made and becomes effective. We suggest that you include a provision in your offering plan to cover this possibility.

Predicated upon the foregoing, it is our opinion that for the initial budget year of July 1, 1, 2016 through June 30, 2017, we estimate the total actual assessed value of the property will be $1,651,500 and for the post construction 2017/2018 tax year which covers the period July 1, 2017 through June 30, 2018 we estimate an actual assessed value of $2,750,000.

We have been advised that in determining the assessed values for the individual units, since November 28, 2005 the revised procedures of the New York City Department of Finance calls for the locking-in of the common interest (elements) percentages (Unit Allocation Factor or UAF) extracted from the condominium declaration filed with the Department of Finance, Survey office and registered at the City Register. Thus the allocation of the assessed value of all units should be based on the common interest as set forth in the condominium declaration.

Therefore assuming the tax class 2 tax rate increases to $13.00 for each $100 of assessed value, we make the following projections of the real estate taxes:

July 1, 2016 to June 30, 2017 (2016/2017 Tax Year)

Assessed Value	Tax Rate	Tax
$1,651,500	.13	$214,695

July 1, 2017 to June 30, 2018 (2017/2018 Post Construction Tax Year)

Assessed Value	Tax Rate	Tax
$2,750,000	.1300	$357,500

Our firm has an extensive practice in real estate tax review matters and in 421-a and J-51 tax exemption/tax abatement applications, and we currently represent the owners of approximately 2,500 buildings in the City of New York, and file applications for correction of the tax assessments and tax exemptions/tax abatements on these properties. This firm and its predecessors have been engaged in such practice for a period of approximately 50 years. Additionally, the writer is the former chairman of the Law Committee of the Associated Builders and Owners of Greater New York, a director of both the New York State Builders Association and the Associated Builders and Owners of Greater New York, a past member of the Tax Certiorari and Condemnation Committee of the Bar Association of the City of New York, and is a director and former President of the Real Estate Tax Review Bar Association, a specialized Bar dealing with real estate tax assessment matters.

Based upon our previous experience with such proceedings, we have issued the within letter with the estimates and caveats contained therein wth the specific understanding that our opinion is not a guarantee that the taxes will be exactly as estimated. In no event will we, as Sponsor's real estate tax counsel, be liable if there are changes in the facts on which we have relied in issuing this opinion, or if there are changes in the applicable statutes, rules and regulations of the City of New York, decisional laws or administrative agency rulings, interpretations and policies on which we have relied which cause this opinion to be inaccurate. Interested parties should be aware that the estimate of the initial real estate tax assessment and taxes cover a period far into the future. Neither we nor any person can guarantee what the real estate taxes will be at any future date. As stated above, changes in law or policies of government agencies may radically change the opinions expressed herein.

The opinion expressed herein is that of the undersigned, and does not purport to express the opinion of the New York City Department of Finance or any city or government agency. That Department's opinions may result in substantially different total taxes for the initial budget year as well as for tax years 2016/2017 and 2017/2018 than set forth herein. We consent to the inclusion of this letter in the offering plan.

Very truly yours,

TUCHMAN, KORNGOLD, WEISS, LIEBMAN & GELLES, LLP.

Tuchman, Korngold, Weiss, Liebman + Gelles, LLP

Paul J. Korngold

By: Paul J. Korngold

T. INCOME TAX DEDUCTIONS TO UNIT OWNERS AND TAX STATUS OF CONDOMINIUM

Income Tax Deductions to Unit Owners

Ownership of a Unit entitles the owner, subject to certain restrictions and limitations described in "**Counsel's Tax Opinion**" to deduct for federal, New York State, and in the case of New York City residents, New York City, income tax purposes, the real estate taxes assessed against the Unit and paid by such owner and the interest on certain mortgages secured by the Unit.

Tax Status of the Condominium

Under present law, the exact status of the Condominium is uncertain, and no opinion has been rendered with respect to it. In counsel's view, it is more likely than not that the Condominium will be classified as a partnership for income tax purposes, and, as such, will not be subject to federal, New York State or New York City income tax as an entity. The tax treatment of the Unit Owners for any taxable year will depend on whether an election to be excluded from the application of subchapter K of chapter 1 of the Code is in effect for the year. Whether or not such an election is in effect, however, a Unit Owner should not incur a material amount of income tax for any taxable year on account of the ownership of his Unit (other than income tax liability attributable to gain realized on a sale or other disposition of his Unit). See "**Counsel's Tax Opinion**."

If the Condominium is classified as a corporation for income tax purposes, its federal income taxation for any taxable year will depend on whether it qualifies as a "homeowners association" under Section 528 of the Internal Revenue Code for that year, in which case it will be subject to a special income tax regime; if it does not so qualify, it will be subject to the federal income tax rules generally applicable to business corporations. See "**Counsel's Tax Opinion**."

A condominium management association may, if qualified, elect to be treated as a "homeowners association" within the meaning of section 528(e) of the Internal Revenue Code of 1986, as amended (the "Code"). Such election would exempt the association from Federal income tax on amounts received as fees, assessments or membership dues from owners of condominium housing units ("exempt function income"). To make such an election, section 528(e) of the Code requires that (i) at least eighty-five percent (85%) of the total square footage of all condominium association units be used by individuals for residential purposes, and (ii) that the condominium board meet certain income and expense tests. It is anticipated that more than eighty-five percent of the total square footage of all units in the Condominium will be used by individuals for residential purposes, and, accordingly, assuming the income and expense tests are met, the Condominium should be eligible to elect to be treated as a homeowners association under section 528(e) of the Code, and to be taxed at the rate of 30% on the excess of its non-exempt function income over allowable deductions. See "**Counsel's Tax Opinion**."

WARSHAW BURSTEIN, LLP IS COUNSEL TO THE SPONSOR AND NOT TO THE RESIDENTIAL UNIT OWNERS. EACH PURCHASER SHOULD CONSULT HIS OWN TAX COUNSEL AS TO THE TAX CONSEQUENCES OF THE PLAN.

COUNSEL'S TAX OPINION

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April 1, 2016

34 17th Street Project LLC
c/o Atkins & Breskin, L.L.C.
133 Norfolk Street
New York, New York 10002

Re: 34 West 17th Street Condominium
Condominium Offering Plan

Gentlemen:

We have acted as your counsel in connection with the preparation and filing of that certain offering plan for condominium ownership of the building known by the street address 34 West 17th Street, New York, New York, and the parcel of land on which such building is located.[1] In such capacity, we have been requested to render our opinion as to the income tax treatment of real estate taxes paid by the Purchaser of a Residential Unit[2] with respect to his interest in the Property and any interest paid by the Taxpayer on indebtedness allocable to the Apartment and as to whether the Condominium will be subject to income tax on Common Charges and Assessments it receives from Unit Owners. Except where otherwise indicated, capitalized terms used in this opinion have the meanings assigned to them in the Plan.

In preparing this opinion we have reviewed the Plan and all exhibits and documents referred to therein, including the Declaration and the By-Laws, and such other materials as we have deemed relevant.

We have also assumed for purposes of our opinion that (i) the Taxpayer will be classified as a resident individual for New York State and New York City personal income tax purposes; (ii) the Taxpayer will purchase and maintain the Apartment for residential purposes; (ii) the Taxpayer will be personally liable to the City of New York for real estate taxes assessed against his interest in the Property; (iii) the Taxpayer has the right to place an individual mortgage on the Apartment; (iv) the Taxpayer (and, if filing jointly, his spouse) will elect to itemize deductions for purposes of determining his (their) federal, New York State and New York City income tax liability for any taxable year during which he (they) at any time owns the Apartment; (v) the

[1] This offering plan will be referred to herein as the "Plan."

[2] Such Purchaser will be referred to herein as the "Taxpayer," and such Residential Unit will be referred to herein as the "Apartment."

Taxpayer and the Condominium each compute their taxable income on the basis of a calendar year for federal, New York State and New York City income tax purposes; (vi) neither the Plan nor the By-Laws will be amended subsequent to the date hereof; (vii) the legal consequences of the Plan are as described therein; and (viii) the Condominium will at all times be operated in conformity with the Plan and the By-Laws.

II

Deductibility of Real Estate Taxes
and Mortgage Interest

In General. Subject to the overall limitation on itemized deductions, any real estate taxes paid by the Taxpayer with respect to his interest in the Property will be allowed as a deduction in determining his regular federal income tax liability for the year in which paid, but no such real estate taxes will be allowed as a deduction in determining his federal alternative minimum tax liability.

Subject to such overall limitation, the personal interest disallowance and the modified alternative minimum tax personal interest disallowance discussed more fully below, any interest paid by the Taxpayer on indebtedness allocable to the Apartment will generally be allowed as a deduction in determining his regular federal income tax and his federal alternative minimum tax liability for the year in which paid.

The treatment for New York State and New York City income tax purposes of any real estate taxes paid by the Taxpayer with respect to his interest in the Property and any interest paid by the Taxpayer on indebtedness allocable to the Apartment will be substantially identical to the treatment accorded such items for regular federal income tax purposes.

The Personal Interest Disallowance. Any interest paid by the Taxpayer on indebtedness allocable to the Apartment will generally be considered to be personal interest, and disallowed as a deduction for purposes of determining his regular federal income tax liability unless it is considered to be "qualified residence interest." For this purpose, the Taxpayer's "qualified residence interest" for any taxable year will be the amount of interest he pays for the year on his "grandfathered indebtedness," his "acquisition indebtedness," and his "home equity indebtedness."

The Taxpayer's "grandfathered indebtedness" is (i) any indebtedness which was incurred prior to October 13, 1987 and was secured on that date and at all times through the close of the relevant taxable year by a qualified residence, or (ii) any indebtedness which is secured by that qualified residence and was incurred after October, 13, 1987 to refinance indebtedness described in clause (i) or this clause (ii), but only to the extent the amount of the indebtedness resulting from such refinancing does not exceed the amount of such refinanced indebtedness.

The Taxpayer's "acquisition indebtedness" is (i) any indebtedness which the Taxpayer incurred in acquiring, constructing or substantially improving a "qualified residence" and which is secured by such residence, and (ii) any indebtedness secured by a qualified residence resulting from the refinancing of indebtedness described in clause (i) or this clause (ii), but only to the extent the amount of the indebtedness resulting from such refinancing does not exceed the amount of such refinanced indebtedness and to the extent the aggregate amount of indebtedness described in clauses (i) and (ii) does not exceed one million dollars (five hundred thousand dollars if the Taxpayer is married filing and filing a separate return), reduced (but not below zero) by the aggregate amount of the Taxpayer's outstanding grandfathered indebtedness.

The Taxpayer's "home equity indebtedness" is his indebtedness (other than acquisition indebtedness) which is secured by a qualified residence to the extent of the excess, if any, of (x) the fair market value of that qualified residence, over (y) the amount of acquisition indebtedness in respect of that qualified residence. The amount of the Taxpayer's indebtedness that may qualify as home equity indebtedness may not exceed one hundred thousand dollars (fifty thousand dollars if the Taxpayer is married and filing a separate return).[3]

For purposes of the personal interest disallowance, (i) the term "residence" generally includes a house, condominium, mobile home, boat or house trailer; (ii) the term "qualified residence" means the Taxpayer's principal residence or a residence that he uses as a residence and elects to treat as a "second residence;" (iii) if a residence is rented out[4] at any time during a taxable year, it will not be considered to be used as a residence for that year unless it is used for personal purposes by the Taxpayer for a number of days during the year that exceeds the greater of fourteen days or ten percent of the number of days for which it is rented out at a fair rental; and (iv) the Taxpayer may not have more than one second residence at any time.

The Modified Alternative Minimum Tax Personal Interest Disallowance. Any interest paid by the Taxpayer on indebtedness allocable to the Apartment that is deductible for regular income tax purposes will generally be considered to be personal interest, and disallowed as a deduction for purposes of determining his federal alternative minimum tax liability unless it is considered to be "qualified housing interest." For this purpose, the Taxpayer's "qualified housing interest" will be the amount of qualified residence interest he pays for the year on indebtedness incurred for purposes of acquiring, constructing or substantially improving any property which is his principal residence or his "second" residence at the time such interest accrues.[5] The term also includes (i) any indebtedness resulting from the refinancing of indebtedness described in the preceding sentence, but only to the extent the amount of the indebtedness resulting from such

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[3] There is no restriction on the use of the proceeds of home equity indebtedness.

[4] A residence will be treated as rented out during any period that the Purchaser holds it out for rental, resale or repairs or renovates it with the intention of holding it out for rental or resale.

[5] Unlike the regular tax personal interest disallowance, the modified alternative minimum tax personal interest disallowance imposes restrictions on the use of loan proceeds.

refinancing does not exceed the amount of such refinanced indebtedness; and (ii) the amount of qualified residence interest he pays for the year on indebtedness incurred before July 1, 1982 which is secured by property that, at the time the debt was incurred, was his principal residence or was his second residence or the second residence of any member of his family, regardless of the purposes for which such indebtedness was incurred.

Income Taxation of
the Condominium

In General. The income taxation of the Condominium for any taxable year will depend in the first instance on whether it is treated as an entity separate from the Unit Owners. If the Condominium is so treated, its income taxation will in turn depend on whether it is taxable as a corporation or a partnership. If the Condominium is taxable as a corporation for any taxable year, its federal income taxation will depend on whether it qualifies as a "homeowners association" for the year, in which case it will be subject to a special income tax regime. If it does not so qualify, it will be subject to federal income tax rules generally applicable to business corporations, and whether or not it so qualifies, it will be subject to New York State and New York City income tax rules generally applicable to business corporations.

Recognition as a Separate Entity. While neither the courts nor the Internal Revenue Service has provided clear guidelines as to when an unincorporated association or other joint undertaking will be recognized as a separate entity for income tax purposes, it is more likely than not that the Condominium will be recognized as an entity separate from the Unit Owners for such purposes.

Classification of the Condominium. While neither the courts nor the Internal Revenue Service has provided clear guidelines as to when an unincorporated condominium management association that is recognized as a separate entity for income tax purposes will be classified as a partnership and when it will be classified as a corporation for such purposes, it is more likely than not that the Condominium will be classified as a partnership for income tax purposes.

Partnership Status. If the Condominium is classified as a partnership for income tax purposes, its tax treatment and the tax treatment of the Unit Owners for any taxable year will depend on whether an election to be excluded from the application of subchapter K of chapter 1 of the Code[6] is in effect for the year.[7] However, in neither case will the Condominium, as an entity, be subject to income tax.

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[6] This subchapter governs the federal income tax treatment of partnerships and partners.

[7] Applicable Treasury Regulations provide two methods of election. Under the first method, the election must be made by the filing of a partnership return (containing a statement that the Unit Owner elects the exclusion) for the first taxable year for which the exclusion is desired. Under the second method, the election is made by each Unit Owner filing a federal income tax return on which he reports his pro rata share of items of income, deduction and credit of the Condominium. Any Unit Owner may nullify an election made under the first method by so notifying

If such an election is in effect for the taxable year, each Unit Owner will be required to take into account in determining his taxable income for the taxable year his proportionate share of each item of gross income (other than Common Charges) received, and of each item of expense paid, by the Condominium during the taxable year and the character of each such item will be determined as if it were realized directly from the source from which realized by the Condominium or incurred in the same manner as incurred by the Condominium.

If such an election is not in effect for the taxable year, each Unit Owner will be required to take into account in determining his taxable income for the taxable year his proportionate share of each item of the income, gain, loss and deduction of the Condominium for the year, except that the Unit Owner will not be permitted to take into account his proportionate share of any "operating loss" for the year[8,9] The gross income of the Condominium for any taxable year will not include the portion of the Common Charges earned for or received during the year which are considered to be contributions to capital. Assessments which are designated for use solely to make specified capital improvements and which are held in a segregated bank account will be treated as capital contributions for this purpose.

Corporate Status. If the Condominium is classified as a corporation for income tax purposes, its federal income taxation for any taxable year will depend on whether it qualifies as a "homeowners association" for that year, in which case it will be subject to a special income tax regime; if it does not so qualify, it will be subject to the federal income tax rules generally applicable to business corporations.

The Special Federal Income Tax Regime. In any taxable year for which the Condominium qualifies as a homeowners association, it will be not be subject to federal income tax on Common Charges and Assessments it receives from owners of the Residential Units, but will be subject to a tax of 30 percent on its "homeowner's association taxable income" for that year, which will generally consist of interest received on reserve funds as well as Common Charges and Assessments received from the owner of the Commercial Units (other than Assessments which are designated for use solely to make specified capital improvements and which are held in a segregated bank account), less expenses directly connected with the production of such taxable items of gross income).

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the Internal Revenue Service and the other Unit Owners within ninety days after the "formation of the organization." Once made, an election made under either method is irrevocable.

[8] For this purposes, the Condominium/s "operating profit" or "operating loss" for any taxable year is measured by the difference between (x) the operating expenses the Condominium is allowed to deduct in computing its taxable income for the year (including heating, insurance, maintenance and salary expense as well as interest and depreciation), over (y) the aggregate amount of Carrying Charges the Condominium is required to include in gross income in computing its taxable income for the year. Operating loss disallowed for any taxable year is allowable in a subsequent year to the extent the Condominium has an operating profit for that year.

[9]The practical significance of this limitation is that an operating loss the Condominium incurs in a taxable year can not be used to offset gross income the Condominium earns from third parties during that year, such as interest earned on reserves.

Income Tax Rules of General Application. If the Condominium is classified as a corporation for income tax purposes but does not qualify as a homeowners association in any taxable year, its taxable income for the year (i.e., the amount by which its gross income for the year exceeds its allowable deductions for the year) will be subject to income tax at the rates applicable to regular business corporations. In determining its taxable income for any taxable year, the Condominium will be required to include in gross income the portion of the Common Charges and Assessments received during the year which are not considered to be contributions to capital as well as all other income earned for or received during the taxable year, including interest earned on reserves.

Assessments which are designated for use solely to make specified capital improvements and which are held in a segregated bank account will be treated as capital contributions for this purpose. It should be noted in this regard that when such earmarked assessments or other amounts are expended for capital improvements, one or more relevant taxing authorities might contend that such expenditures benefit the Unit Owners and that each Unit Owner should, therefore, be treated as having received a distribution equal to his benefit, which constructive distribution would be taxable as a dividend to the extent of the Unit Owner's proportionate share of the Condominium's earnings and profits (generally equivalent to its undistributed earnings), then as a tax-free return of capital to the extent of the tax basis of his Unit, and then as a capital gain.

New York State and City Income Tax. The rules applicable to the income taxation of the Condominium for New York State and New York City income tax purposes will be substantially identical to the rules that would apply to the Condominium for federal income tax purposes for taxable years for which it does not qualify as a homeowners association.

In the event the Condominium is required to pay any federal, New York State or New York City income tax, and an assessment is made in order to meet this liability, the additional amount collected through such assessment may itself be subject to tax.

III

Subject to the qualifications set forth above, the foregoing can be reduced to the following four statements:

> Subject to the overall limitation on itemized deductions, any real estate taxes paid by the Taxpayer with respect to his interest in the Property will be allowed as a deduction in determining his regular federal income tax liability for the year in which paid, but no such real estate taxes will be allowed as a deduction in determining his federal alternative minimum tax liability. According-

ly, if the Taxpayer is subject to the overall limitation on itemized deductions or the federal alternative minimum tax, he may not derive full federal income tax benefit from the payment of real estate taxes paid with respect to the Apartment.

Subject to the overall limitation on itemized deductions, the personal interest disallowance and the modified alternative minimum tax personal interest disallowance discussed above, any interest paid by the Taxpayer on indebtedness allocable to the Apartment will generally be allowed as a deduction in determining his regular federal income tax liability and his federal alternative minimum tax liability for the year in which paid. Accordingly, if Taxpayer is subject to the overall limitation on itemized deductions, the personal interest disallowance or the federal alternative minimum tax, he may not derive full federal income tax benefit from the payment of interest on indebtedness allocable to the Apartment.

The treatment for New York State and New York City income tax purposes of any real estate taxes paid by the Taxpayer with respect to his interest in the Property and any interest paid by the Taxpayer on indebtedness allocable to the Apartment will be substantially identical to the treatment accorded such items for regular federal income tax purposes.

It is more likely than not that the Condominium will be classified as a partnership for income tax purposes and, as such, will not be subject to federal, New York State or New York City income tax as an entity. The tax treatment of the Unit Owners for any taxable year will depend on whether an election to be excluded from the application of subchapter K of chapter 1 of the Code is in effect for the year. Whether or not such an election is in effect, however, a Unit Owner should not incur a material amount of income tax for any taxable year on account of the ownership of his Unit (other than income tax liability attributable to gain realized on a sale or other taxable disposition of his Unit).

IV

The conclusions set forth above are based upon the Code, the New York State Tax Law and the New York City Administrative Code, existing and proposed regulations promulgated thereunder, and current administrative pronouncements and judicial decisions. Because these authorities are subject to change at any time, which change may be retroactive in effect, no as-

surance can be given that the legal principles and statutory provisions upon which the conclusions set forth above are based above will not be altered in the future, possibly with retroactive effect. Moreover, since neither the Internal Revenue Service nor the New York State Department of Taxation and Finance nor the New York City Department of Finance is bound by this opinion, there is an inherent risk that it may challenge the conclusions set forth above. We undertake no obligation to update, modify or supplement this opinion in the event of any such change in applicable law.

Taxpayers are strongly urged to seek advice from independent tax advisors with specific references to their own tax situations prior purchasing a Residential Unit pursuant to the Plan.

We do not express an opinion on any other legal or tax aspect of the Plan; the acquisition, ownership or disposition of a Unit; or the creation, operation or termination of the Condominium other than those aspects explicitly discussed herein.

We consent to the filing of this opinion as an exhibit to the Plan and to the use of our name under the caption "Income Tax Deductions to Unit Owners and Tax Status of Condominium."

Very truly yours,

WARSHAW BURSTEIN, LLP

BK/DA

U. RESERVE FUND

There will be no reserve fund established by the Sponsor at the First Closing. Since the Building is being newly renovated as set forth "**Description of Property and Specifications**", it is not anticipated that there will be any major capital expenditures needed for the Common Elements of the Building within five years after the Closing Date. However, the budget for the first year of condominium operation provides for yearly contributions to a reserve fund for capital expenditures (the "Reserve Fund"). Sponsor does not represent or warrant that the Condominium will have sufficient funds for any such expenditures within or after five years following the Closing Date should such expenditures be needed. The Reserve Fund, to be used at the discretion of the Board, will be an amount not less than ten (10%) of the Condominium's annual budget, and is intended to benefit the Unit Owners by providing a fund for unanticipated capital expenses not included in the budget. The reserve cost has been allocated among all Units on their Percentage of Common Interest in the entire Condominium. The budget may be modified from time to time prior to the commencement of, or during, Condominium operation to add or increase one or more items of expense, however the Board may elect to designate all or a portion of the Reserve Fund as a Replacement Reserve Fund for the periodic maintenance, repair and replacement of Common Elements, for so long as a Replacement Reserve Fund shall be a requirement of Fannie Mae or other or successor secondary market institution(s) providing financing for residential condominium buyers in New York City, or any governmental insurer of residential condominium mortgages. Any such Replacement Reserve Fund shall be funded out of Common Charges, and shall be in an amount not less than ten (10%) percent of the Condominium's annual budget. No representation is made by Sponsor that the Reserve Fund or other funds of the Condominium, if any, will be adequate to cover current or future expenses, including repairs or replacements. If additional funds are required for this or any other purpose over and above the currently budgeted funds, it may be necessary to increase Common Charges or separately assess the Unit Owners.

V. RESIDENTIAL WORKING CAPITAL FUND

A working capital fund ("Residential Working Capital Fund") for the Condominium shall be established as follows: upon the closing of the purchase of a Residential Unit from Sponsor, the purchaser will be required to pay to the Condominium an amount equal to two months' Common Charges for such Residential Unit ("Residential Unit Working Capital Fund Contribution") as initial working capital. This contribution is not refundable or transferable if Purchaser sells his Unit.

The Residential Working Capital Fund may be used by the Condominium for working capital and for other purposes as determined by the Residential Members of the Board. The Commercial Unit Owner may establish a separate Commercial Working Capital Fund to be used for any purposes as determined by the Commercial Members of the Board.

Except as expressly provided in this Section of the Plan, Sponsor shall have no obligation to establish or make any contributions to a working capital fund or reserve fund of any kind with respect to the Condominium or the Property.

So long as a majority of the members of the Board are the Sponsor's representatives, the Sponsor's representatives shall not use the Residential Working Capital Fund to reduce the Common Charges projected in Schedule A.

No representation is made by Sponsor that the Residential Working Capital Fund will be adequate to cover current or future expenses, including repairs or replacements. If additional funds are required over and above the Residential Working Capital Fund for the payment of items not covered by Sponsor's obligations, it may be necessary to increase Common Charges or separately assess Unit Owners.

Neither the Department of Law nor any other government agency has passed on the adequacy of the Residential Working Capital Fund.

W. MANAGEMENT AGREEMENT, CONTRACTS AND LEASES

Summarized below are the terms of the management agreement and all of the contracts and leases made or to be made by the Sponsor or the Board on or before the Closing Date, which will bind the Condominium on or after the Closing Date and which are not disclosed elsewhere in this Plan.

On or before the Closing Date, the Board on behalf of the Condominium proposes to enter into an agreement with Safeguard Realty Management, Inc., having an address at 138 West 25th Street, 4th Floor, New York, NY 10001, to act as Managing Agent of the Property for an initial term of two years from the Closing Date. For its services, the Managing Agent will receive annual compensation to be determined. The annual fees are payable in equal monthly installments. After the expiration of one year, the management agreement will be automatically renewed for consecutive one year periods until canceled by either party on sixty (60) days' prior written notice. The management agreement will not be assignable by either party.

The services to be rendered to the Condominium by the Managing Agent will include (a) billing and collecting Common Charges, rent and other charges; (b) hiring and discharging employees; (c) making periodic inspections of the Property and supervising routine (but not major) repairs, services, maintenance, alterations and improvements. The approval of the Condominium Board shall be required for any expenditure in excess of $2,000 for any one item of ordinary repairs or alterations (other than emergency repairs or repairs to comply with a governmental notice or order); (d) maintaining the corporate books and attending Board and Owners' meetings; (e) verifying and paying bills received for services, work and supplies, and paying mortgage charges and taxes; (g) maintaining payroll records and filing withholding tax statements for Building employees; (h) furnishing monthly statements of receipts and disbursements to the President and Treasurer of the Condominium; (i) preparing and submitting annually to the Board an operating budget of the anticipated receipts and expenses for the ensuing year; (j) sending notices, preparing agenda, attending meetings and preparing minutes; and (k) generally doing all things reasonably deemed necessary or desirable by the Board of the Condominium for the proper management of the Building.

Notwithstanding anything to the contrary set forth above, the Managing Agent's responsibility under the management agreement shall not extend to supervising or managing major capital constructions or major capital improvements unless specifically agreed upon in writing by the parties and unless the Managing Agent receives an additional fee therefor.

In addition, the Managing Agent will receive fees of (a) $500 for processing an application for the sale of a Unit, which sum is to be paid by the purchaser; (b) $500 in connection with an application to lease a Unit, which sum is to be paid by the Unit Owner making the application; (c) $250 in connection with any mortgage financing, which sum is to be paid by the Unit Owner requesting such refinancing; and (d) various other fees for services to Unit Owners, all of which are subject to change in accordance with the Managing Agent's agreement with the Condominium.

The Managing Agent will not prepare the Condominium's annual certified financial statement. Such statement will be prepared by an independent certified public accountant employed by the Condominium at its own cost and expense.

The Condominium will reimburse the Managing Agent on demand for any sums advanced by the Managing Agent for the Condominium's account in payment of any obligation or necessary expense connected with the maintenance or operation of the Building or otherwise. The Condominium shall indemnify and hold the Managing Agent harmless from and against any liability, damages, claims, costs and expenses (including reasonable attorneys' fees) arising out of any (i) injury to any person or property in, about or in connection with the Property, from any cause whatsoever, unless such injury is caused by the Managing Agent's own negligence or failure to comply with its obligations under the management agreement and (ii) acts properly performed by the Managing Agent pursuant to the management agreement or the instructions of the Board.

If the Board so elects, the Managing Agent may be bonded at all times during the term of the Management Agreement under a fidelity bond in favor of the Condominium. The cost of the bond will be borne by the Condominium as a Common Expense. The cost of such bond has been included in the First Year's Budget.

Sponsor reserves the right to enter into an agreement with a telecommunications provider to provide certain telecommunications services to the individual Residential Units. The cost of such services will be borne by each Residential Unit Owner and will not comprise part of the Common Expenses.

Although it is not anticipated that there will be any other contracts binding on the Condominium (except as disclosed above and as may be disclosed in the footnotes to Schedule B), the Sponsor reserves the right, prior to the Closing Date, upon such terms and conditions to which Sponsor shall agree, to (a) renew, extend or modify any of the contracts summarized above, and (b) make other or additional labor, maintenance, service or concession contracts with respect to the Property. Thus the payments to be received and/or paid by the Condominium may be more or less than the amounts shown in Schedule B. However, if (i) the term of any new contract exceeds, or the term of any existing contract is extended for a period which exceeds, two (2) years (or three (3) years in the case of any union contract), or (ii) the cost of any such new or modified contract materially increases any expense shown in Schedule B, then the Sponsor will disclose such term, decrease in income or increase in expense, as the case may be, in a duly filed amendment to the Plan.

X. FLOOR AREA DEVELOPMENT RIGHTS

The Building, when renovated as described herein, may contain less floor area, as defined in the Zoning Resolution of the City of New York, than is now permitted to be constructed on the Land, and Sponsor reserves the right to transfer such excess floor area, if any, which may exist or may come into existence as a consequence of zoning or other governmental changes ("Unused Development Rights") and any additional and bonus development rights that may become appurtenant to the Property (together, the "Excess Development Rights") to another parcel, in accordance with the requirements of the Zoning Resolution. The result of Sponsor's retention of Excess Development Rights will be to prohibit the Sponsor from increasing the bulk of the Building, including any increase to the floor area and height of the Building. Without limitation of the foregoing, Sponsor may elect to grant to a neighboring property (i) a "Light and Air Easement," which shall mean the right of the neighboring property, in perpetuity, to use certain air space over the Building for light and air, and (ii) temporary easements to use such portions of the Property as are required for the construction, alteration or development of the neighboring property. Sponsor shall have the right to require the Board to execute a Zoning Lot Development and Easement Agreement, and all other documents required to effect such transfers and grants. Should a neighboring property be developed, if that development incorporates Excess Development Rights transferred by the Sponsor, it may be taller than the Building. In the event that Excess Development Rights are transferred by the Sponsor, as permitted by the Zoning Resolution, to a parcel other than a neighboring property (as currently configured), or to a neighboring property if its current lot were expanded, it is possible that the development of such parcels could impact certain Building windows or the light through same, but the extent of that impact cannot be determined at this time.

Y. IDENTITY OF THE PARTIES

Sponsor:

Sponsor, 34 17th Street Project LLC, is a New York limited liability company that was formed on or about May 28, 2010, with an address c/o Atkins & Breskin, L.L.C., 133 Norfolk Street, New York, New York 10002. The officer responsible for supervising this Offering is Jerry Atkins.

Jerry Atkins is a Member of Atkins& Breskin, L.L.C, the Manager of 17th Street Manager LLC, the Managing Member of Sponsor, and he is a Principal of Sponsor, as defined below. Mr. Atkins has been the owner of commercial real estate for more than 25 years and is responsible for overseeing leasing, management and renovations for a portfolio of more than one million square feet of commercial space and residential units in New York City.

Jerry Atkins, individually or through Atkins & Breskin, L.L.C., has previously converted various buildings to condominium or cooperative ownership. Within the past five years, Jerry Atkins has been and is a principal of the sponsor of the condominium offering plan for the following condominium:

Spice Warehouse Condominium, 481 Washington Street, New York, New York 10013 (accepted for filing on April 27, 2012, and first closing held on December 27, 2012).

286 Spring Street Condominium, 286 Spring Street, New York, New York 10013 (accepted for filing on October 30, 2014, and the first closing held on March 30, 2016).

The term "Principal" as used herein shall mean a "Principal" as presently defined under the regulations of the Department of Law of the State of New York (i.e., "all individual sponsors, all general partners of sponsor that are partnerships, all officers, directors and shareholders of a corporate sponsor that are actively involved in the planning and consummation of the offering, and all other individuals who both (i) own an interest in or control sponsor and (ii) actively participate in the planning or consummation of the offering, regardless of the form of organization of Sponsor"). The complete offering plans covering such properties are is on file with the Department of Law of the State of New York, Real Estate Financing Bureau, 120 Broadway, New York, New York 10271, where they are available for public inspection. The sponsor is current on all its respective financial obligations, if any, under such offering plans.

Jerry Atkins is a principal of the sponsor of 249 Eldridge Street Condominium, 249 Eldridge Street, New York, New York (accepted for filing on February 28, 1989 and first closing held on March 21, 1990). The sponsor of the plan to convert the building at 249 Eldridge Street, New York, New York, has obligations relative to unsold units and is current in all such obligations and with filings with the New York State Department of Law. The sponsor of the plan to convert the building at 481 Washington Street, New York, New York, has obligations relative to unsold units and is current in all such obligations, and with filings with the New York State Department of Law. The sponsor of the plan to convert the building at 286 Spring Street has obligations relative to unsold units and is current in all such obligations, and with filings with the New York State Department of Law.

There are no cooperatives, condominiums and homeowners associations in New York State where the closing has occurred and where Sponsor or a Principal of Sponsor is an owner or Principal of the owner of shares or units therein and where in the aggregate such owner owns more than 10% of the shares or units, as the case may be, in such properties, other than (i) 249 Eldridge Street Condominium, 249 Eldridge Street, New York, New York, in which twenty-five residential units were offered and in which the sponsor, 249 Eldridge St. Associates LP (48% owned by Atkins & Breskin, L.L.C.) still owns six units, (ii) Spice Warehouse Condominium, 481 Washington Street, New York, New York, in which fourteen residential units and one commercial unit were offered and in which the Sponsor, 481 Washington Street LLC, still owns three residential units, and (iii) 286 Spring Street Condominium, 286 Spring Street, New York, New York, in which four residential units were offered and in which the Sponsor still owns three residential units. The term "Principal" as used herein shall mean a "Principal" as presently defined under the regulations of the Department of Law of the State of New York.

Neither the Sponsor nor any Principal nor any person owning or controlling ten percent (10%) of more of the equity interest of the Sponsor nor any entity in which the Principals of the Sponsor were principals has any prior felony conviction, nor have there been any prior bankruptcies, convictions, injunctions and judgments against the Sponsor, any Principals of Sponsor, any entities in which Principals of the Sponsor were principals, or any person owning or controlling ten percent (10%) or more of the equity interest of the Sponsor that may be material to the Plan or to an offering of securities generally and that occurred within the fifteen (15) years prior to the submission of the Plan to the Department of Law of the State of New York.

Selling Agent:

Douglas Elliman, LLC d/b/a Prudential Douglas Elliman Real Estate, having a business office at 575 Madison Avenue, New York, New York 10022 is a licensed real estate broker in the State of New York and is the Selling Agent retained by Sponsor in connection with the offering of the Units.

Prudential Douglas Elliman Real Estate and its predecessors have been engaged in the sale of condominium and cooperative apartments in New York City for over 40 years. Some of those properties include: 150 West 87th Street, New York, New York; 949 Park Avenue, New York, New York; 100 Eleventh Avenue, New York, New York; 333 East 91st Street, New York, New York; 365 Bridge Street, Brooklyn, New York and 11-24 31st Avenue, Long Island City, New York.

Prudential Douglas Elliman Real Estate and its principals have no prior felony convictions. During the past fifteen (15) years, there were no prior convictions, injunctions or judgments against Prudential Douglas Elliman Real Estate or any of its principals that may be material to this Plan or to an offering of securities generally.

Managing Agent:

It is anticipated that Safeguard Realty Management, Inc., having an office at 138 West 25th Street, 4th Floor, New York, NY 10001, will be the Managing Agent for the Building.

Safeguard Realty Management, Inc. has been involved in the management of residential buildings for many years. See the section of the Plan entitled "**Management Agreement, Contracts and Leases.**"

Sponsor's Architect, Mechanical Engineer and Structural Engineer

The Sponsor's architect is Hustvedt Cutler Architects, having an office at 291 Broadway, Suite 1103, NewYork, New York 10007. The principals of Hustvedt Cutler Architects have been the architects of record on a number of projects in the New York metropolitan area.

Sponsor's Mechanical Engineer is EP Engineering, having an office at 110 William Street, 32nd Floor, New York, New York 10038.

Howard L. Zimmerman Architects PC, having an office at 11 West 30th Street, New York, New York, 10001, prepared the projections for heat/hot water, electricity, gas, water and sewer consumption used in the budget.

Sponsor's Structural Engineer is Stratford Engineering, LLC, having an office at 57 West 38th Street, 10th Floor, New York, New York 10018. Stratford Engineering has served the construction industry for over one decade in connection with new construction of office buildings, commercial facilities, residential buildings as well as hospitals and medical facilities. They also have extensive experience with alterations and rehabilitation of existing facilities.

Sponsor's Attorneys:

The Sponsor is represented by Warshaw Burstein, LLP, with offices at 555 Fifth Avenue, New York, New York 10017, in all matters generally relating to the preparation of the Plan. The attorneys in such firm primarily responsible for the preparation of the Plan is Harvey I. Krasner, Esq., Warshaw Burstein, LLP, 555 Fifth Avenue, New York, New York 10017 Tel: 212-984-7700. Warshaw Burstein, LLP will represent Sponsor in connection with the individual Unit closings.

Neither the Selling Agent, the Managing Agent, the Architect, the Engineers or any other person or firm who will provide services to the Condominium subsequent to the commencement of condominium operation has an interest in the Project or any financial relationship with the Sponsor or any principals of Sponsor, other than that each will be paid a fee for services rendered.

Z. REPORTS TO UNIT OWNERS

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

(i) a financial statement of the Condominium prepared by a certified public accountant or public accountant by four months after the end of each fiscal year. Such statement shall be a certified statement while Sponsor is in control of the Board of Managers;

(ii) prior annual notice of the annual Unit Owners' meeting;

(iii) a copy of the proposed annual budget of the Condominium by thirty (30) days prior to the date set for adoption thereof by the Condominium Board. While Sponsor is in control of the Board, the adequacy of such budget shall be certified in compliance with Section 20.4 of the Attorney General's regulations.

AA. DOCUMENTS ON FILE

Sponsor agrees that copies of this Plan and all exhibits and documents referred to herein shall be on file and available for inspection by prospective Purchasers and by any person who shall have purchased a Unit under this Plan or participated in the offering of such Units, at the office of the Sponsor, and shall remain available for such inspection for a period of six (6) years from the date the Declaration is recorded. Sponsor shall deliver to the Board of Managers a copy of the filed Floor Plans and the filed Declaration at the time of the closing of the first Unit.

BB. GENERAL

Pending Litigation

Except as described below, there are no lawsuits or other proceedings now pending, or any judgments outstanding, either against the Sponsor or the Condominium or any other person or persons, the outcome of which may materially affect this offering, the Property, Sponsor's capacity to perform all of its obligations under the Plan, the Condominium, or the operation of the Property as a Condominium. Purchasers are referred to Footnote 5 to Schedule A for details regarding the estimated real estate taxes payable by each Unit Owner.

Amendments to Plan

The Sponsor reserves the right, from time to time prior to the Closing Date, without obtaining the consent of Purchasers or others, to revise the terms and conditions on which the Units offered hereby are to be sold, including changes affecting the rights, obligations and liabilities of Purchasers, the Sponsor and the Condominium. All substantive or material revisions will be contained in a duly filed amendment to this Plan. If an amendment materially adversely affects the rights, obligations or liabilities of then existing Purchasers, or substantially and materially reduces the undertakings or obligations of the Sponsor, Purchasers will be given the right to rescind their Agreements by notice personally delivered or sent by certified mail to the Sponsor within fifteen (15) days after the date of service of the amendment, and the Sponsor shall refund any payments made by such Purchaser pursuant to his Agreement with interest earned thereon, if any, within thirty (30) days of receipt of such notice of rescission. However, such rescission, as to Purchasers who are then tenants of the Building, shall be conditioned on the cancellation of any interim or other lease and surrender of possession of their Units.

No Prior Offering

To the Sponsor's knowledge, the Property has not been the subject of any prior cooperative or condominium offerings in the past five (5) years.

No Prior Contracts

No contracts or agreements, written or oral have been entered into for the sale or transfer of any of the Units offered in the Plan and no deposits or advances of funds have been accepted by or on behalf of Sponsor as of the date the Plan is accepted for filing.

Non-Discrimination

In accordance with the provisions of the laws of the State of New York, the Sponsor and its agents will not discriminate against any person on any basis prohibited by applicable civil rights laws relating to the sale of the Units offered by the Plan.

This Plan As Fair Summary

This Plan contains a fair summary of the material provisions of the various documents referred to herein. Statements made as to the provisions of such documents are qualified in all respects by the contents of such documents.

No person has been authorized to make any representation which is not contained herein. Information, data or representations not contained herein or in the documents and exhibits referred to herein must not be relied upon. This Plan may not be changed or modified orally.

The documents and reports contained in Part II of this Plan are an integral part of the Plan and should be considered carefully by prospective Purchasers. Merely reviewing the summaries of documents set forth in Part I of the Plan is no substitute for a careful review of the actual documents, some of which are set forth in Part II of the Plan and others of which are available for inspection by all prospective Purchasers at the office of the Sponsor. Therefore, prospective purchasers and their attorneys and other, financial advisors should read the entire Plan, which consists of Part I and Part II, and should review all documents in connection with the Plan.

Inconsistencies

In the event of any inconsistency between the provisions of Plan and the provisions of the Agreement, the provisions of the Plan shall govern. In the event of any inconsistencies between the provisions of the Plan and the provisions of the Declaration and/or By-Laws, the provisions of the Plan shall govern until the Closing Date, following which, the provisions of the Declaration and By-Laws shall govern.

CC. SPONSOR'S STATEMENT OF SPECIFICATIONS OR BUILDING CONDITION

Sponsor adopts the Description of Property and Specifications prepared by Hustvedt Cutler Architects contained in Part II of the Plan.

Sponsor anticipates that the renovation of the Building will be substantially completed on or before the Closing Date.

CONDOMINIUM OFFERING PLAN

PART II

EXHIBIT 1

PURCHASE AGREEMENT

PURCHASE AGREEMENT

34 17th Street Project LLC

Sponsor-Seller

TO

_____

Purchaser

UNIT NUMBER _____

34 WEST 17TH STREET CONDOMINIUM
34 WEST 17TH STREET
NEW YORK, NEW YORK 10011

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UNIT NUMBER _____

34 WEST 17TH STREET CONDOMINIUM
34 WEST 17TH STREET
NEW YORK, NEW YORK 10011

(to be executed in quintuplicate)

This agreement (the "Agreement"), made as of the date on the signature page of the Agreement, between 34 17th Street Project LLC, a New York limited liability company, having an office at c/o Atkins & Breskin, L.L.C., 133 Norfolk Street, New York, New York 10002 ("Sponsor"), and _____, having an address at _____("Purchaser").

W I T N E S S E T H:

1. THE PLAN. Purchaser acknowledges having received and read a copy of the Offering Plan for 34 West 17th Street Condominium and the ____ Amendments thereto, if any, filed with the Department of Law of the State of New York (hereinafter, collectively, referred to as the "Plan") on _____, 20__.

PURCHASER MUST BE AFFORDED THREE (3) FULL BUSINESS DAYS TO REVIEW THE OFFERING PLAN AND AMENDMENTS BEFORE SIGNING 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.

2. DEFINITIONS. Terms used herein which are also used in the Plan will have the same meanings herein as therein 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 unit ("Unit") designated as Unit in the Declaration, together with the percentage undivided interest in the Common Elements of the Condominium appurtenant thereto.

4. PURCHASE PRICE.

4.1 The purchase price for the Unit ("Purchase Price") is $ _____. The Purchase Price is payable as follows:

(a) $_____ (the "Deposit"), due upon Purchaser's signing and submitting this Agreement, by check (subject to collection), receipt of which is hereby acknowledged.

(b) $_____, constituting the balance of the Purchase Price payable on the delivery of the deed as hereinafter provided.

4.2 All checks will represent United States currency and will 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 by Sponsor. Checks for the Deposit will be paid by Purchaser's good personal collectible check or (at Seller's exclusive option) Purchaser's certified check or official cashier's or bank check, and shall be made payable to "Warshaw Burstein, LLP, Escrow Agent." Checks for the balance of the Purchase Price will be made payable, by good certified check of Purchaser or official bank check, to the direct order of "34 17th Street Project LLC" or such other party as Sponsor may designate upon not less than two (2) days prior notice. If any check is returned for insufficient funds or any other reason, Sponsor may elect to 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 will entitle Sponsor to exercise any of the remedies set forth in Article 15 hereof.

5. CLOSING OF TITLE.

5.1 The closing of title will 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. If Sponsor consents to close at any other location as an accommodation to Purchaser, Purchaser will 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. In the event of such adjournment, a closing may be rescheduled by Sponsor upon written notice to Purchaser, which notice will fix a new date, hour and place for the closing of title and will be given not less than two (2) business days prior to the new scheduled date and time for closing.

5.2 The closing of title will occur only after or concurrently with the compliance with the prerequisites as set forth under "Terms of Sale" in Part I of the Plan.

5.3 The term "Closing Date" or "closing of title" or words of similar import, whenever used herein, will mean the date designated by Sponsor on which the deed to the Unit is delivered to Purchaser, or any adjourned date fixed by Sponsor pursuant to subsection 5.1 hereof.

6. DELIVERY OF THE DEED AND POWER OF ATTORNEY.

6.1 At the closing of title, Sponsor will deliver to Purchaser a bargain and sale deed without covenant against grantor's acts conveying title to the Unit to Purchaser. The deed will be prepared by Sponsor in substantially the form set forth in Part II of the Plan and will be executed and acknowledged by Sponsor in form for recording. Purchaser will pay all New York State and New York City real property transfer taxes, and Sponsor and Purchaser will duly execute a New York City Real Property Transfer Tax return and any other forms then required by Law, all of which will be prepared by Sponsor.

6.2 At the closing of title and simultaneously with the delivery of the deed conveying the Unit to Purchaser, Purchaser will execute and acknowledge a power of attorney to the Board and Sponsor substantially in the form set forth in Part II of the Plan.

6.3 The deed and power of attorney to the Board and Sponsor will be delivered to the representative of the title company insuring Purchaser's title (or, if no such representative is present, then to Sponsor's attorney) for recording in the City Register's Office, which recording will be at Purchaser's expense. After being recorded, the deed will be returned to Purchaser and the power of attorney will be sent to the Condominium Managing Agent.

6.4 Sponsor will deliver to Purchaser a certification stating that Sponsor is not a foreign person in the form then required by the Code Withholding Section and (ii) each party will 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 §6045(e), 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 will convey to Purchaser fee simple 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. Any encumbrance to which title is not to be subject will not be an objection to title if (a) the instrument required to remove it of record is delivered at or prior to the closing of title to the proper party or to Purchaser's title insurance company, together with the attendant recording or filing fee, if any, or (b) Old Republic National Title Insurance Company, c/o Royal Abstract of New York LLC, having an office at 125 Park Avenue, Suite 1610, New York, NY 10017, tel: (212) 376-0900; fax (212) 376-0911, (or such other title insurance company as Purchaser may utilize), is or would be willing, in a fee policy issued by it to the Purchaser, to insure Purchaser that it will not be collected out of the Unit if it is a lien, or will not be enforced against the Unit if it is not a lien.

8. CLOSING ADJUSTMENTS.

8.1 Subject to Paragraph 15 hereof, the following adjustments will be made as of midnight of the day preceding the Closing Date with respect to the Unit:

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

(b) Common Charges for the month in which title closes; and

(c) accrued rent and any other charges pursuant to an interim lease or use and occupancy agreement, if any, covering the Unit.

8.2 If the Closing of title occurs before the tax rate is fixed, adjustment of taxes will be based upon the latest tax rate applied to the most recent applicable assessed valuation. Installments for tax assessments due after the delivery of the deed, if any, will be paid by Purchaser and will 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

8.1(a) hereof will be as described in the Section of the Plan entitled "Closing Costs and Adjustments."

8.3 If either party 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 will survive the closing of title.

8.4 The "Customs in Respect of Title Closings" recommended by The Real Estate Board of New York, Inc., as amended to date, will apply to the adjustments and other matters therein mentioned except as otherwise provided herein.

8.5 Any errors or omissions in computing apportionments at closing will be corrected and payment made to the proper party promptly after discovery. The provisions of this subsection will 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 will inure to the benefit of Sponsor. Accordingly, at closing, a Purchaser who elects mortgage financing will be responsible to pay the full amount (but not in excess thereof) of the mortgage recording tax chargeable on the entire amount being financed. Sponsor at closing will be reimbursed by Purchaser to the extent of any mortgage tax credit allowed. Alternatively, Sponsor may require, in its sole discretion, that a Purchaser, who is financing the purchase of said Residential Unit with a purchase money loan secured by a mortgage (the "Purchase Money Mortgage"), shall request the lender making such loan to accept from the Sponsor an assignment of a portion of any mortgage securing the Property in an amount up to the Purchase Money Mortgage, as determined by Sponsor. If such assignment is accepted by Purchaser's lender, the mortgage recording tax payable by Purchaser on the Purchase Money Mortgage will be reduced to the extent permitted under Section 255 of the Real Property Tax Law; however, Sponsor will be solely entitled to the benefits of any mortgage tax credit which Purchaser receives as a result of such assignment. Accordingly, at the Closing, Purchaser will pay to Sponsor an amount equal to the mortgage recording tax credit applied in connection with the recording of Purchaser's Purchase Money Mortgage, net of any bank charges or bank legal fees Purchaser may be required to pay to effect such assignment.

10. CLOSING COSTS. In addition to those costs and adjustments described in Articles 8 and 9 herein, Purchaser will be required to pay all transfer taxes applicable to this purchase and sale, including New York State Real Estate Transfer Tax, including the "mansion tax," and all New York City Real Property Transfer Tax, together with the fee of an ACRIS service provider (if any) to prepare such transfer tax returns, the governmental fees and charges, and the title company's service charge, to record and file these transfer tax returns together with the New York State equalization and assessment form and the mortgage lien release and UCC-3 Termination Statement (if required), and to record the deed and Unit Owner's Power of Attorney, as well as any the other closing costs which are Purchaser's responsibility as more particularly described in Part I of the Plan entitled "Closing Costs and Adjustments."

11. DEPOSITS. 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 (the provisions of which are set forth in Part II of the Plan and deemed incorporated herein by reference) 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 of the Section entitled "Procedure to Purchase" set forth in Part I of the Plan. 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 Deposits 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 (including the Declaration, By-Laws and rules and regulations contained therein) and agrees to abide and be bound by the terms and conditions thereof.

13. AGREEMENT SUBJECT TO MORTGAGE. No encumbrance will 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 will 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 will apply in all cases, regardless of the timing of, or cause for, the making of advances of money or the incurring of expenses. Sponsor will, 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, will 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 any time, such documents evidencing Purchaser's authority as may be required by Purchaser's title company or Sponsor. Purchaser acknowledges and agrees that Sponsor may desire to obtain certain information about Purchaser's (or Purchaser's principals) character, general reputation, personal characteristics and mode of living 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.

15.1 The following will constitute "Events of Default" hereunder:

(i) Purchaser's failure to pay the balance of the Purchase Price on the Closing Date designated by Sponsor; or

(ii) 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

(iii) If Purchaser is or becomes the tenant of record of the Unit, Purchaser's failure to pay rent or to otherwise comply with Purchaser's lease or tenancy obligations; or

(iv) If Purchaser is or becomes the tenant of record of the Unit and Purchaser vacates or abandons the Unit; or

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

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

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

(viii) Purchaser's failure to pay any closing costs set forth in this Agreement or the Plan, on the Closing Date designated by Sponsor; or

(ix) The failure to pay, perform or observe any of Purchaser's other obligations hereunder.

15.2 TIME IS OF THE ESSENCE with regard to Purchaser's obligations to pay the balance of the Purchase Price and to perform Purchaser's other obligations under this Agreement. If Purchaser fails to make such payment when required as herein provided or fails to perform any of Purchaser's other obligations hereunder, Sponsor will give notice to Purchaser of such default. If such default is not cured within thirty (30) days thereafter, Sponsor may elect to cancel this Agreement by notice of cancellation to Purchaser. If Sponsor elects to cancel this Agreement, (a) Sponsor may retain all sums deposited by Purchaser hereunder together with interest earned thereon, as liquidated damages (Sponsor's actual damages being difficult or impossible to ascertain) and, upon retaining such sum, 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, subject to the provisions set forth below 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). For purposes hereof, "damages" means actual damages resulting from the default, as determined under New York law.

15.3 If Purchaser fails for any reason to close title to the Unit on the originally scheduled Closing Date, or Purchaser is at fault for causing Sponsor to postpone the date scheduled by Sponsor for Closing (e.g., Sponsor postpones the Closing to remove a title condition because Purchaser fails to timely send Sponsor's attorney written notice of an objection to title at least 10 days prior to the date set by Sponsor for Closing), (a) the closing apportionments described in Section 8.1 of this Agreement will be made as of midnight of the day preceding the originally scheduled Closing Date, regardless of when the actual closing of title occurs, and (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under this Agreement and the Plan, per diem interest on the Purchase Price at the rate of 12% per annum, prorated for each day during such period of delay, starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date. If, through no fault of Purchaser, Sponsor postpones the originally scheduled Closing Date, these provisions will apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to the Unit on the rescheduled Closing Date.

Purchaser also will pay Sponsor's designated attorney $500 for each default notice and $350 for each time the Closing is rescheduled through no fault of Sponsor. Purchaser will pay the closing fee of Sponsor's attorney of $1,750 (if Purchaser closes without financing) or $2,500 (if Purchaser closes with financing). If Purchaser's Institutional Lender or attorney refuses to close title at the office of Sponsor's attorney, Purchaser will pay a travel fee to Sponsor's attorney of $500 (if the closing is held in Manhattan) or $700 (if the closing is held elsewhere in New York City).

16. CLOSING CONTINGENT UPON PLAN BEING DECLARED EFFECTIVE.

16.1 The respective obligations of Purchaser and Sponsor hereunder are contingent upon the Plan being declared effective. The Plan will 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 will 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 will notify Purchaser, in writing or by a duly filed amendment to the Plan, when the Plan becomes effective or is abandoned.

16.2 If the Plan is abandoned or Sponsor elects not to declare the Plan effective or if after being declared effective the Plan will not be consummated for any reason, this Agreement will be deemed canceled and the Deposit paid by Purchaser hereunder, together with interest earned thereon, if any, will be disbursed to Purchaser, subject to Sponsor's rights to retain certain funds deposited by Purchaser for special work in the Unit, as more particularly described in the Section of the Plan, entitled "Effective Date." After the monies are so disbursed, Purchaser and Sponsor will have no claim against each other or the Selling Agent in connection with this Agreement or the Plan, and all of same will be released and discharged from all liabilities and obligations hereunder and under the Plan.

17. 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 will transfer to Purchaser any assignable warranties and undertakings received by Sponsor which relate to appliances, equipment or fixtures located in the Unit.

18. ACCEPTANCE OF CONDITION OF PROPERTY. Purchaser will accept title (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) exceptions noted in the Final Inspection Statement for the Unit signed by Sponsor and Purchaser, (b) other Units or (c) the Common Elements of the Property which do not prevent Purchaser's use of the Unit provided that Sponsor deliver a temporary certificate of occupancy for the Unit. The Unit and the fixtures and personal property contained therein, are being sold and delivered as described in the Plan, at the time of transfer of title to the Residential Unit, unless Sponsor and Purchaser otherwise agree. Sponsor will maintain the Unit, and the fixtures and personality contained therein, up to the time of the transfer of title to the Unit in question. The Purchaser will have the right to inspect the Unit prior to the Closing Date. However, the failure of Sponsor to complete work exceptions noted in the Final Inspection Statement will not be a ground for Purchaser delaying the Closing. Sponsor agrees to complete such work promptly after closing. Purchaser will receive at least five (5) business days notice that the Unit is available for inspection and Sponsor reserves the right to postpone and/or reschedule any scheduled inspections of the Unit upon one (1) business day's notice and Sponsor reserves the right to schedule additional inspections as Sponsor deems necessary or appropriate. If Purchaser fails to inspect the Unit within said period(s), Purchaser will 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 the Section entitled "Rights and Obligations of Sponsor," Sponsor will 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. The provisions of this Paragraph will survive Closing.

The Building, including the individual Units therein, will be substantially completed in accordance with the plans and specifications and all applicable zoning and building Laws and other government requirements and as described in the Description of Property in Part II of the Plan subject to Sponsor's rights to amend such plans and specifications as more particularly described in the Plan, including the Section of the Plan entitled "Sponsor's Rights and Obligations". 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, or in the installation or operation of any mechanical equipment, appliances, other equipment, finishes, materials or fixtures (including kitchen appliances and bathroom fixtures), except as more specifically set forth in the Section of the Plan entitled "Rights and Obligations of Sponsor."

Notwithstanding the foregoing, Sponsor will be obligated to repair abnormal scratches in plastic laminate, vitreous china, natural stone, wood, porcelain and metallic surfaces by filling or refinishing the same, but Sponsor will not be obligated to replace any such surfaces. The provisions of this Article will survive the closing of title.

19. DAMAGE TO THE UNIT. If between the date of this Agreement and the closing of title the Unit is damaged by fire or other casualty, the following will apply:

19.1 The risk of loss to the Unit by fire or other casualty is assumed by Sponsor until the earlier of closing of title or 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 will continue in full force and effect, Purchaser will not have the right to reject title or receive a credit against, or abatement in, the Purchase Price and Sponsor will be entitled to a reasonable period of time within which to complete the repair or restoration.

Sponsor shall notify Purchaser promptly (but not more than thirty (30) days) following the fire or other casualty whether or not Sponsor will repair or replace the damage or loss. If Sponsor elects to repair or replace such loss or damage, Sponsor will promptly notify the Purchaser of the approximate time period required to accomplish same, and Sponsor shall be entitled to reasonable adjournments of the closing for that purpose. In the event that Sponsor elects not to repair or replace the loss or damage, the Purchaser shall have a right to rescind this Agreement, and to a prompt refund of the amount paid on execution of this Agreement, plus any interest thereon, less the actual Costs and Expenses incurred by Sponsor for special work requested by Purchaser (to the extent the payment given therefor, if any, is insufficient). Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss will, subject to the rights of the respective Boards and other Unit Owners if the Declaration has theretofore been recorded, belong entirely to Sponsor and, if such proceeds are paid to Purchaser, Purchaser will promptly upon receipt thereof turn them over to Sponsor. The provisions of the preceding sentence will survive the closing of title.

19.2 In the event Sponsor notifies Purchaser that it does not elect to repair or restore the Unit, or, if the Declaration has been recorded prior thereto, the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, this Agreement will be deemed canceled and of no further force and effect and Sponsor will return to Purchaser the Deposit paid by Purchaser hereunder, together with interest earned thereon, if any, subject to Sponsor's rights to retain certain funds deposited by Purchaser for special work in the Unit, as more particularly described in the Section of the Plan, entitled "Terms of Sale," and neither party hereto will 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 will retain all such sums deposited by Purchaser hereunder, together with any interest earned thereon, as and for liquidated damages.

20. NO REPRESENTATIONS. Purchaser acknowledges that Purchaser has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners, the estimated Residential Common Charges allocable to the Unit, the estimated real estate taxes on the Unit, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, the right to any income tax credit with respect to the purchase of the Unit, or any other data, except as herein or in the Plan specifically represented, Purchaser having relied solely on such Purchaser's own judgment and investigation in deciding to enter into this Agreement and purchase the Unit. No person has been authorized to

make any representations on behalf of Sponsor except as herein or in the Plan specifically set forth. No oral representations or statements will be considered a part of this Agreement. Sponsor makes no representation or warranty as to the work, materials, appliances, equipment or fixtures in the Unit, the Common Elements or any other part of the Property other than as set forth herein or in the Plan. The provisions of this Article will survive the closing of title.

21. PROHIBITION AGAINST ADVERTISING. Prior to the closing of title, Purchaser will not list the Unit for resale or rental with any broker or to advertise or otherwise offer, promote or publicize the availability of the Unit for sale or lease, without Sponsor's prior written consent.

22. 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. The provisions of this Article 23 will survive the closing of title.

23. AGREEMENT MAY NOT BE ASSIGNED. Purchaser does not have the right to assign this Agreement without the prior written consent of Sponsor. Any purported assignment by Purchaser in violation of this Agreement will be voidable at the option of Sponsor. Sponsor's refusal to consent to an assignment will not entitle Purchaser to cancel this Agreement or give rise to any claim for damages against Sponsor. If Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of this Agreement, or for the addition, deletion or substitution of names on this Agreement, then Purchaser will be required to pay Sponsor's attorneys a fee of $1,000, in advance, for preparation of an assignment agreement.

24. BINDING EFFECT. This Agreement will 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 will be deemed to have been rejected and canceled and the deposit paid on the execution hereof will be promptly returned to Purchaser.

25. NOTICES. Any notice, request, letter, consent or other communication hereunder or under the Plan (other than amendments to the Plan which will 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) will be in writing and delivered by regular mail, by facsimile, hand delivered or sent, postage prepaid, by registered or certified mail, 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 Warshaw Burstein, LLP, 555 Fifth Avenue, New York, New York 10017, Attn.: Harvey Krasner, 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 will be deemed to be the date of the giving of notice, except that

the date of actual receipt will 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 will 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 will not in anyway invalidate the 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 to each party's attorneys.

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

27. PERFORMANCE BY AND LIABILITY OF SPONSOR. Purchaser's acceptance of the deed for the Unit will 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 §352-e, except those (if any) herein or therein expressly stated to survive delivery of such deed.

28. FURTHER ASSURANCES. Either party will 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 will survive the closing of title.

29. AGREEMENT NOT CONTINGENT UPON FINANCING. The terms and provisions of this Agreement and Purchaser's obligations hereunder are not contingent upon Purchaser securing financing of the Purchase Price (or any portion thereof) stated in Section 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.

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

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

32. STRICT COMPLIANCE. Any failure by Sponsor to insist upon the strict performance by Purchaser of any of the provisions of this Agreement will not be deemed a

waiver of any of the provisions hereof, and Sponsor, notwithstanding any such failure, will 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.

33. GOVERNING LAW. The provisions of this Agreement will be governed by and construed in accordance with the Laws of the State of New York applicable to agreements made and to be performed wholly in the State of New York, without regard to principles of conflicts of Law.

34. WAIVER OF JURY. EXCEPT AS PROHIBITED BY LAW, THE PARTIES WILL, 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 WILL SURVIVE THE CLOSING OF TITLE.

35. 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.

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

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

38. RULE OF CONSTRUCTION. There will be no presumption against the draftsman of this Agreement or the Plan.

39. SUCCESSORS AND ASSIGNS. The provisions of this Agreement will bind and inure to the benefit of Purchaser and Purchaser's heirs, legal representatives, successors and permitted assigns and will bind and inure to the benefit of Sponsor and its successors and assigns.

40. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below.

Date: _____
(To be inserted after
execution by Sponsor)

SPONSOR:

34 17th Street Project LLC

By: 17th Street Manager LLC
Its Managing Member
By: Atkins & Breskin, L.L.C.
Its Manager

By: _____
Name: Jerry Atkins
Title: Member

PURCHASER:

_____

_____
(Social Security or Federal I.D. Number)

_____

_____
(Social Security or Federal I.D. Number)

Telephone No. _____

SCHEDULE A
PERMITTED ENCUMBRANCES

i. Any state of facts which an accurate survey of the Property would show, provided that such state of facts does not prohibit the use of the Unit for residential use;

ii. Covenants, conditions, easements, agreements of records, etc.

iii. Any other covenants, restrictions, easements, or any other encumbrance (other than for the payment of money), provided that they do not prohibit the existence of any Unit or the use of such Unit as permitted in the Declaration;

iv. Rights, if any, to maintain vaults and chutes under the sidewalk;

v. The lien of any Common Charges, real estate taxes, water frontage and/or meter charges, sewer rents, vault charges and assessments, provided that apportionment of such items is made as provided in this Plan;

vi. Service, labor, concessionaire and maintenance agreements contemplated under this Plan;

vii. Any Interim Lease with the Purchaser of such Unit and any other leases, tenancies and occupancies permitted by the Purchase Agreement for such Unit;

viii. Any lien, encumbrance or lis pendens either (i) for which the instrument required to remove said encumbrance of record is delivered at or prior to the Closing Date to the proper party or to the Purchaser's title insurance company or the Preferred Title Company together with the required recording or filing fee or (ii) as to which the Purchaser's title insurance company or the Preferred Title Company will insure that the lien, encumbrance or lis pendens will not be collected out of or enforced against the Unit;

ix. The lien of any assessment or assessments which are or may become payable in annual installments of which any installment is then a charge or a lien, provided that apportionment thereof is made as provided below;

x. Party wall agreements, if any

xi. Sidewalk violations of record;

xii. Judgments, bankruptcies or other returns against other persons having names the same as or similar to that of the Sponsor or any of its principals, provided the Sponsor delivers to the Purchaser or the Purchaser's title insurance company or the Preferred Title Company an affidavit showing that such judgments, bankruptcies or other returns are not against the Sponsor;

xiii. Uniform Commercial Code financing statements or conditional bills of sale provided that (i) such statements were filed on a date more than five years prior to the Closing

Date, (ii) Sponsor executes and delivers to the Condominium an affidavit setting forth that the property covered thereby is no longer in the Unit or is fully paid for, or (iii) a tenant is the debtor thereunder;

xiv. The printed exceptions set forth in title Commitment No. 907578 of Royal Abstract of New York LLC, for Old Republic National Title Insurance Company (or in the title insurance policy issued pursuant to such title commitment) or in any title policy issued by a title company that is authorized to do business in the State of New York and that is a Member of the New York Board of Title Underwriters, including without limitation the following:

1) Defects and encumbrances arising or becoming a lien after the Closing Date;

2) Consequences of the exercise and enforcement or attempted enforcement of any governmental, war or police powers over the Unit or the Property;

3) Any laws, regulations or ordinances (including, but not limited to zoning, building, and environmental protection) as to the use, occupancy, subdivision or improvement of the Unit or the Property, adopted or imposed by any governmental body, or the effect of any noncompliance with or any violation thereof;

4) Judgments against the insured or estates, interests, defects, objections, liens or encumbrances created, suffered, assumed or agreed to, by or with the privity of the Purchaser;

5) Title to any property beyond the lines of the Unit or the Property, or title to areas within or rights to easements in any abutting streets, roads, avenues, lanes, ways or waterways, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement, other than the ordinary rights of access and egress belonging to abutting owners;

6) Title to any personal property, whether the same be attached to or used in connection with the Unit or the Property or otherwise;

xxi. All of the terms, easements, covenants and conditions of the Agreement, the Declaration and By-Laws as they are subsequently filed or recorded and the Plan and any amendments thereto, including, without limitation, the following:

1) Easements for the continuance of encroachments on the Unit and on the General Common Elements or the Limited Common Elements by other Units or portions of the General Common Elements or Limited Common Elements then existing, by reason of the construction of the Building, or thereafter occurring by reason of the settling or shifting of the Building, or by reason of the repair, alteration, and/or restoration by the Commercial Unit Owner, Sponsor and/or its designees or the Board or encroachments by such other Units or such General Common Elements,

or Limited Common Elements, after damage by fire or other casualty or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Commercial Unit or the General Common Elements, or Limited Common Elements, made by the Commercial Unit Owner, Sponsor or the Board, and similar encroachments by the Unit on other Units, the Common Elements or Limited Common Elements, so that any such encroachments may remain as long as the Building stands;

2) Easements in favor of the owners of other Units to use sidewalks, pipes, flues, wires, conduits, ducts, cables, storm drainage facilities, sanitary system, water, sewer, utility lines, and other General Common Elements and any Limited Common Elements, including those located in the Unit itself or elsewhere on the Property, serving such other Units, and easements of support, subjacency and necessity in favor of each Unit and/or the General Common Elements and any Limited Common Elements;

3) Easements to the Sponsor and any affiliate of the Sponsor and their successors, assigns, invitees, licensees contractors, employees and tenants, on, in, over and across all areas of the Property including the exterior facade for (i) construction, installation, maintenance, ingress to and egress from and the right to use sidewalks, pipes, flues, conduits, ducts, cables, wires, storm drainage facilities, sanitary system, water, sewer and other utility lines and other General Common Elements, and Limited Common Elements; (ii) ingress to and egress from all areas of the Property and the use thereof (in common with Unit Owners) for construction contemplated by the Plan and for development and maintenance of the Property or any Unit; and (iii) the erection, maintenance, repair and replacement from time to time of one or more Signs on the Property for the purposes of advertising or any other legal purpose, including advertising the sale of Units and the leasing of space in any Unit;

4) Easements in favor of the Board, its agents, contractors and employees to (i) have an unlimited right of access to the Unit and to the General Common Elements and Limited Common Elements, to inspect, maintain or repair or to make repairs to the Unit to prevent damage to the General Common Elements and any Limited Common Elements, or any other Units.

5) Easements in favor of the Commercial Unit Owner to (i) erect, maintain, repair and replace from time to time one or more signs on the Property for the purposes of advertising the sale of the Commercial Unit and the leasing of space in the Commercial Unit or advertising any of the services and/or facilities or the services and/or facilities of any tenants occupying the Commercial Unit, (ii) use of the stairways, walkways, and other public spaces within the Property, subject to notice requirements, for any purpose necessary in connection with the maintenance, repair,

operation, improvement or use of the Commercial Unit, (iii) use of the stairways, corridors in the cellar for access to and use of the building mechanical rooms in the cellar for installation, maintenance, repair and replacement of machinery, equipment, conduits and related Utility Facilities serving the Commercial Unit; and (iv) use of the Residential Lobby for emergency access to the first floor the stairway which leads to the cellar, and for emergency handicapped or other access into the Commercial Unit.

6) Easements in favor of Sponsor in and through the Common Elements, as deemed necessary to use, construct, erect, maintain, repair and replace flues, ducts, conduits and risers including, without limitation any and all cables conduits, wires, apparatus equipment and electrical lines as may be desirable in connection with the installation, maintenance, repair and/or replacement of wireless internet, telecommunications or similar equipment on the roof or elsewhere in or on the façade of the Building as deemed necessary or desirable in connection with installing, repairing, replacing or maintaining the Utility Facilities or Sponsor's Signage Rights.

7) Non-exclusive easements in favor of Sponsor over the General Common Elements, the Residential Common Elements and the Limited Common Elements to maintain its Communication Rights. 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.

EXHIBIT A TO PURCHASE AGREEMENT

FINAL INSPECTION STATEMENT

Date: _____, _____

34 17th Street Project LLC
c/o Atkins & Breskin, L.L.C.
133 Norfolk Street
New York, New York 10002

Re: Residential Unit _____ ("Unit")
34 West 17th Street Condominium
34 West 17th Street
New York, New York 10011

Gentlemen:

This is to confirm that based on my/our 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 working order and condition, free of chips, marks, scratches, breaks, defects or other imperfections, except for those matters (if any) expressly noted and detailed below under "Exceptions" requiring repair, adjustment or correction:

Item			**Exceptions (or Accepted if Purchaser's not otherwise noted)**	**Initials**
1.	Unit Interior:		_____	_____
	(a)	Walls:	_____	_____
	(b)	Floors:	_____	_____
	(c)	Ceilings:	_____	_____
	(d)	Windows (glass, sash, pane, sill, etc.):	_____	_____
	(e)	Doors:	_____	_____
	(f)	Electrical fixtures: (9) Painted surfaces:	_____	_____
	(h)	Countertops:	_____	_____
	(i)	Cabinets:	_____	_____
	(I)	Refrigerator/Freezer:	_____	_____

(k)	Cooktop:	_____	_____
(l)	Oven:	_____	_____
(m)	Microwave Oven:	_____	_____
(n)	Clothes washer/dryer:	_____	_____
(o)	Kitchen sink:	_____	_____
(p)	Bathroom sink(s):	_____	_____
(q)	Water closet(s):	_____	_____
(r)	Bathtub/shower(s):	_____	_____
(s)	Hardware (doorknob, faucets, locks, etc):	_____	_____
(t)	Intercom:	_____	_____
(u)	Other:	_____	_____

2.	General Operating Condition:	_____	_____
(a)	All Doors:	_____	_____
(b)	All Windows:	_____	_____
(c)	All Plumbing (including Hot Water):	_____	_____
(d)	All Hardware:	_____	_____
(e)	All Cabinets:	_____	_____
(f)	Other:	_____	_____

I/We understand that to prevent pilferage, certain items (such as a shower head and toilet seat), if now absent, will be installed just prior to the date I/we move in.

I/We will sign and deliver to you a separate statement signifying my/our satisfaction with each item excepted above (if any), immediately upon completion of its repair, adjustment or correction.

I/We understand and agree 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 and after the date of closing of title under the Purchase and Sale Agreement for the Unit, except as to those items (if any) expressly excepted above (and your obligation regarding each such excepted item (if any) shall cease upon completion of its repair, adjustment or correction), and except further to the extent required under the Plan to correct any "Latent Construction Defects" (as provided in the Plan and undersigned's Purchase and Sale Agreement) as to which I/we give you timely written notice in accordance with the Plan and said Purchase and Sale Agreement.

I/We am/are required to, and shall, pay the full amount of the Purchase Price set forth in said Purchase and Sale Agreement (without reduction, set-off or credit and without escrowing any monies) and accept title to the Unit on the closing date, notwithstanding the existence of any

Exceptions listed above. I/We understand and agree that you will not be bound hereby unless you or your authorized representative sign and deliver this Final Inspection Statement to me/us.

Very truly yours,

Purchaser: _____

Signature: _____

Name: _____

Signature: _____

Name: _____

Agreed To:
34 17th Street Project LLC

By: 17th Street Manager LLC
Its Managing Member
By: Atkins & Breskin, L.L.C.
Its Manager

By: _____
Name: Jerry Atkins
Title: Member

EXHIBIT B TO PURCHASE AGREEMENT

MORTGAGE CONTINGENCY RIDER

RIDER to Purchase Agreement dated as of_____ 201_, by and between 34 17th Street Project LLC, as Seller/Sponsor and_____, as Purchaser(s) for Residential Unit ____ (the "Unit") at 34 West 17th Street Condominium, 34 West 17th Street, New York, New York 10011.

1. **This Purchase Agreement shall be subject to and conditioned upon the issuance of a written commitment (the "Commitment"),** on or before a date which is thirty (30) days from the date upon which Purchaser submits a completed application therefor (the "Contingency Period), pursuant to which Wells Fargo Home Mortgage ("Preferred Lender") agrees to make a mortgage loan (the "Loan") to Purchaser, at Purchaser's sole cost and expense, of $_____of the Purchase Price of the Unit, or such lesser sum as Purchaser shall be willing to accept, at the prevailing fixed rate or adjustable rate of interest for a term of at least thirty (30) years and on other customary commitment terms, secured by a first mortgage on the Unit **provided and only in the event Purchaser makes application to Wells Fargo Home Mortgage ("Preferred Lender"), Att: Stephen Lascher, Sales Manager, Private Mortgage Banking, 530 Fifth Avenue, 15th Floor, New York, NY 10036, within ten (10) days from the date this Purchase Agreement is fully executed by the parties, and returned to Purchaser** and provided further that Purchaser shall diligently, truthfully and in good faith pursue the Loan. Purchaser shall furnish and execute all documents and shall pay all costs and expenses required by Preferred Lender to process the application and issue a Commitment. **TIME IS OF THE ESSENCE WITH RESPECT TO PURCHASER'S OBLIGATION TO SUBMIT THE COMPLETED APPLICATION TO PREFERRED LENDER WITHIN TEN DAYS FROM THE DATE HEREOF.** If Purchaser fails to submit the application within such 10-day period, Purchaser will be deemed to have waived the Mortgage Contingency, the Purchase Agreement shall remain in full force and effect, and Purchaser will be obligated to Close on the Unit pursuant to the terms of the Purchase Agreement with or without the proceeds of purchase money financing.

2. Preferred Lender in not affiliated with the Sponsor and Sponsor makes no representation as to the cost or terms of any Loan available from or through the Preferred Lender. Purchaser will apply directly to Preferred Lender.

3. Purchaser shall, at Sponsor's request, furnish Sponsor with a copy of its application for the Loan.

4. Purchaser represents that to the best of Purchaser's knowledge, he/she/them has/have no judgments outstanding or proceedings pending against Purchaser in any Court, nor has Purchaser ever been adjudicated as bankrupt. Purchaser has inquired and is familiar with the requirements to obtain the Commitment and believes it has sufficient income and assets to qualify for same.

5. Upon issuance of a Commitment, Purchaser shall provide Sponsor with a copy of same and the provisions of this Rider shall be deemed satisfied. Upon issuance of a Commitment, the Purchase Agreement shall be deemed firm and unconditional and equivalent to an "all cash" deal. In the event the Commitment contains a provision that it is conditioned upon the sale of any real estate or other assets owned by Purchaser or upon the occurrence of any other events, then such conditions in the Commitment shall not be grounds for Purchaser to cancel this Purchase Agreement, and to that extent, the Commitment shall be deemed unconditional. **Nothing herein shall be deemed to prevent Purchaser from seeking financing from other lenders, or to require Purchaser to accept a Commitment from Preferred Lender if issued.**

6. Upon receipt by Purchaser of a written denial from Preferred Lender of Purchaser's application for the Loan (the "Denial"), Purchaser shall promptly notify Sponsor of such Denial, but in no event later than five (5) days from the date of such Denial, and shall enclose a copy of the Denial letter.

7. In the event Purchaser has received a Denial or has not received either a Commitment or a Denial within the Contingency Period, then (i) Purchaser may elect to cancel this Purchase Agreement by providing notice to Sponsor's Attorney no later than five (5) days after the expiration of the Contingency Period, or (ii) Sponsor may elect to cancel this Purchase Agreement by providing notice to Purchaser no later than five (5) days after the expiration of the Contingency Period, and provided each party shall have complied with all of the provisions contained herein, the down payment made hereunder shall be returned to Purchaser, and all rights and obligations between the parties shall cease and terminate, except for those herein which expressly survive termination of this Purchase Agreement. Notwithstanding the foregoing, in the event Purchaser sends a notice of cancellation within the five day period following the expiration of the Contingency Period, Sponsor may, in its sole discretion, extend Purchaser's time to obtain the Commitment for a period not to exceed thirty (30) days from the expiration of the initial Contingency Period, and Purchaser's notice of cancellation shall not be deemed effective until the expiration of such additional time. In the event Sponsor elects to extend Purchaser's time to obtain the Commitment, then Purchaser shall continue to pursue diligently the issuance of the Commitment within such additional time. Notwithstanding the foregoing, if Purchaser does not provide Sponsor with the notice of cancellation as provided in this paragraph, and Sponsor has not exercised its right to cancel the Purchase Agreement as provided in this paragraph, the provisions of this Rider shall be deemed satisfied and of no further force and effect, and the Purchase Agreement shall be deemed firm and unconditional.

8. If the Purchase Agreement is terminated in accordance with the above and Purchaser receives a refund of the down payment, said refund shall not include any monies deposited by Purchaser with Sponsor or any of Sponsor's sub-contractors for payment towards extras and/or options ordered by Purchaser and paid for or installed by Sponsor. Sponsor or its sub-contractors shall retain such monies notwithstanding the termination of the Purchase Agreement pursuant to the terms of this Rider.

9. In the event Purchaser procures a Commitment pursuant to the terms of the Mortgage Contingency Rider, and thereafter Preferred Lender at any time prior to or at the date of Closing fixed in accordance with this Purchase Agreement refuses to fund the Loan (i) because the Commitment expires before Sponsor is prepared to Close and the Preferred Lender

will not extend the Commitment, after a good faith effort by Purchaser to secure such extension, on the same or more favorable financial terms, or (ii) otherwise through no fault of Purchaser, for any reason except that which is within the control of Purchaser (i.e., failure to provide documentation to lender, due to a change in Purchaser's financial circumstances, failure to verify Purchaser's employment), Purchaser may cancel this Purchase Agreement on three days notice to Sponsor of such refusal, however the downpayment shall not be released to Purchaser unless such notice is accompanied by proof satisfactory to Sponsor of the reason for Preferred Lender's refusal to fund the Loan. In the event Preferred Lender fails to fund the Loan due to any circumstance within Purchaser's control, Purchaser shall not have the right to cancel the Purchase Agreement and the Purchase Agreement shall be deemed firm and unconditional and equivalent to an "all cash" deal.

PURCHASER:

_____

_____

AGREED TO AND ACCEPTED:

Sponsor:

34 17th Street Project LLC

By: 17th Street Manager LLC
Its Managing Member

By: Atkins & Breskin, L.L.C.
Its Manager

By: _____
Name: Jerry Atkins
Title: Member

EXHIBIT C TO PURCHASE AGREEMENT

RIDER TO PURCHASE AGREEMENT: ESCROW AGREEMENT

Re: Unit No. ____
34 West 17th Street Condominium
34 West 17th Street
New York, New York 10011

1. The law firm of Warshaw Burstein, LLP, with an address at 555 Fifth Avenue, New York, New York 10017, telephone number (212) 984-7700, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Harvey I. Krasner and Frederick R. Cummings, Jr. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

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

3. The Escrow Agent has established the escrow account at Signature Bank located at 261 Madison Avenue, in the State of New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled Warshaw Burstein, LLP – 34 West 17th Street Condominium Escrow Account ("Escrow Account"). The Escrow Account is not an IOLA account. The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. Any deposit in excess of $250,000 will not be insured.

4. All Deposits received from Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to the order of Warshaw Burstein, LLP, as Escrow Agent.

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

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

initially deposited into the Escrow Account, and released in accordance to the terms of the Purchase Agreement.

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

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

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

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

(a) pursuant to the terms and conditions set forth in the Rider to the Purchase Agreement upon closing of title to the Unit, including and subject to Sponsor's obligations under GBL §352-e(2-b) and 13 NYCRR §20.3(t)(13); 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/building] is located and shall give written notice to both parties of such deposit.

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

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

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

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

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

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

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

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

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

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

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

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

SELLER:

34 17th Street Project LLC
By: 17th Street Manager LLC
Its Managing Member

By: Atkins & Breskin, L.L.C.
Its Manager

By:_____
Name: Jerry Atkins
Title: Member

PURCHASER:

By:_____
Name:
Title:

Warshaw Burstein, LLP,
Escrow Agent

By: _____

EXHIBIT 2

POWER OF ATTORNEY

Terms used in this Power of Attorney which are used (a) in the declaration (the "Declaration") submitted by 34 17th Street Project LLC, ("Declarant") establishing a plan for condominium ownership of the premises known as 34 West 17th Street Condominium and by the street number 34 West 17th Street, New York, New York 10011 under Article 9-B of the Real Property Law of the State of New York, dated _____, 201_, and recorded in the New York County Office of the Register of The City of New York on _____, 201 , in Reel _____, page ____, or (b) in the by-laws of 34 West 17th Street Condominium (the "By-Laws") attached to, and recorded together with, the Declaration, will have the same meanings in this Power of Attorney as in the Declaration or the By-Laws.

The undersigned, _____, the owner of the Condominium Unit (the "Unit") in 34 West 17th Street Building Condominium which is (are) designated and described as Residential Unit No. _____ in the Declaration and also designated as Tax Lot _____, in Block 818 Section of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans, do(es) hereby nominate, constitute and appoint the persons who may from time to time constitute the Condominium Board true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as members of the Condominium Board or in the name of its designee (corporate or otherwise), on behalf of all Unit Owners, in accordance with such Unit Owners' respective interests in the Common Elements, subject to the provisions of the By-Laws then in effect, (1) to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to the Units, including retaining counsel and taking any other actions which the Condominium Board deems necessary or appropriate, and (2) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Common Elements which the Condominium Board deems necessary or appropriate to comply with any 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 (b) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Condominium which the Condominium Board deems necessary or appropriate, or which may otherwise be required pursuant to the Declaration.

The undersigned, do(es) hereby irrevocably nominate, constitute and appoint the persons who may from time to time constitute the 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 Board or in the name of its designee (corporate or otherwise), on behalf of all Unit Owners, in accordance with such Unit Owners' respective interests in the Common Elements, subject to the provisions of the By-Laws then in effect, (1)(a) following due authorization by a Majority of Unit Owners, to acquire or lease any Unit, together with its Appurtenant Interests, from any Unit Owner desiring to sell, convey, transfer, assign, surrender

or lease the same, (b) to acquire any Unit, together with its Appurtenant Interests, from any Owner who elects to surrender the same pursuant to the By-Laws, and (c) following due authorization by a Majority of Unit Owners, to acquire any Unit, together with its Appurtenant Interests, which becomes the subject of a foreclosure or other similar sale, all on such terms and at such price or rental, as the case may be, as said attorneys-in-fact will deem proper, in the name of the Board or its designee, corporate or otherwise, on behalf of all Unit Owners, and, after any such acquisition or leasing, to convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any such Unit so acquired by them, or to sublease any Unit so leased by them without the necessity of further authorization by the Unit Owners, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present, (2) after the Units are separately assessed, to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to the Units, including retaining counsel and taking any other actions which the Board deems necessary or appropriate, and (3) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Common Elements which the Board deems necessary or appropriate to comply with any 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 Common Elements or (b) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Units which the Board deems necessary or appropriate, or which may otherwise be required under the Declaration.

The acts of a majority of such persons constituting the Condominium Board will constitute the acts of said attorneys-in-fact.

The undersigned, do(es) hereby irrevocably nominate, constitute and appoint each of the Declarant, and the owners of Unsold Residential Units, true and lawful attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, on behalf of all Unit Owners, in accordance with such Unit Owners' respective interests in the Common Elements, subject to the provisions of the By-Laws then in effect, to execute an amendment to the Declaration, By-Laws and the rules and regulations of the Condominium or any permits, applications or documents required to undertake, perform or complete (1)(a) in the case of Declarant, work on Unsold Residential Units, Commercial Unit or Common Elements, (b) in the case of the owners of Unsold Residential Units, work on Unsold Residential Units, or (2) to obtain an amended certificate of occupancy therefor, or to obtain an amendment of any of said documents when such amendment (i) will be required to reflect any changes in Unsold Residential Units, Commercial Unit or Common Elements and/or the reapportionment of the Common Interests of the aforesaid Units resulting therefrom made by Declarant in accordance with the Declaration or (ii) will be required by an (x) Institutional Lender designated by Declarant to make a mortgage loan secured by a mortgage on any Unit, (y) any governmental agency having regulatory jurisdiction over the Condominium, or (z) any title insurance company selected by Declarant to insure title to any Unit, provided, however, that any amendment made pursuant to the terms of this paragraph will not (i) change the Common Interest of the undersigned's Unit, (ii) require a material or physical modification to the undersigned's Unit, or (iii) adversely affect the priority

or validity of the lien of any purchase money mortgage held by an Institutional Lender covering the undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) or the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) will consent thereto by joining in the execution of such amendment. Subject to the next preceding paragraph, and without limiting Declarant's rights under the Declaration, each owner of an Unsold Residential Unit will have the right, without the consent of any other Unit Owner or Board to amend the Declaration and By-Laws to reflect the foregoing changes.

The foregoing powers may not be exercised by any of the owners of Unsold Residential Units if such exercise would adversely affect any other owner of Unsold Residential Units, unless the affected party expressly consents thereto.

The undersigned do(es) hereby further irrevocably nominate, constitute and appoint the Condominium Board as the party entitled to make all determinations regarding whether to restore the Building pursuant to Section 339-cc of the Condominium Act, in the event more than 75% of the Building is destroyed or substantially damaged.

This Power of Attorney will be irrevocable.

IN WITNESS WHEREOF, the undersigned has/have executed this Power of Attorney as of the _____ day of _____, 20__.

_____

_____

EXHIBIT 3

RESIDENTIAL UNIT DEED

RESIDENTIAL UNIT DEED

THIS INDENTURE, made the ____ day of _____, 20__, between 34 17th Street Project LLC, a New York limited liability company ("Grantor"), having an office c/o Atkins & Breskin, L.L.C., 133 Norfolk Street, New York, New York 10002

and _____

(the "Grantee"), having an address at _____.

W I T N E S S E T H :

That the Grantor, in consideration of Ten and 00/100 ($10.00) Dollars and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee, forever:

The Condominium Unit (the "Unit") in the premises known as 34 West 17th Street Condominium and by the street number 34 West 17th Street, Borough of Manhattan, City, County and State of New York, said Unit being designated and described as Residential Unit No. _____ in the declaration ("Declaration") establishing a plan for condominium ownership of said premises under Article 9-B of the Real Property Law of the State of New York (the "Condominium Act"), dated _____, 20__ and recorded in the New York County office of the Register of The City of New York (the "City Register's Office") on _____, in Reel _____, page ___, and also designated as Tax Lot(s) _____ in Block 818 of Section of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of said building, certified by _____, on _____ and filed in the Real Property Assessment Department of the City of New York on _____, 20__ as Condominium Plan No. _____ also filed in the City Register's Office on _____, 20__, as Condominium Map No. _____ . The premises within which the Unit is (are) located are more particularly described in Schedule A attached hereto and made a part hereof. All capitalized terms herein which are not separately defined herein will have the meanings given to those terms in the Declaration or in the by-laws of 34 West 17th Street Condominium. (Said by-laws, as the same may be amended from time to time, are hereinafter referred to as the "By-Laws.")

Together with an undivided _____ percentage interest in the Common Elements (as such term is defined in the Declaration):

Together with the appurtenances and all the estate and rights of the Grantor in and to the Unit;

Together with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and the By-Laws, all of which will constitute covenants running with the Land and will bind any person having at any time any interest or estate in (any of) the Unit, as though recited and stipulated at length herein.

Subject also to such other liens, agreements, covenants, easements, restrictions and other matters as pertain to the Unit and/or to the Property as more particularly described in Schedule B attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same unto the Grantee and the heirs or successors and assigns of the Grantee forever.

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to, the provisions of the Condominium Act, or if any provision which is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of the Declaration will control.

Except as otherwise specifically permitted by the Board or provided in the Declaration or the By-Laws, the Residential Unit is intended for residential use only.

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 improvement and will apply the same first to the payment of the cost of the improvement before using any part of the same for any other purposes.

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.

The term "Grantee" will be read as "Grantees" whenever the sense of this indenture so requires.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below.

Date: _____
(To be inserted after execution by Sponsor)

34 17th Street Project LLC
By: 17th Street Manager LLC
Its Managing Member

By: Atkins & Breskin, L.L.C.
Its Manager

By: _____
Name: Jerry Atkins
Title: Member

_____
Grantee

_____
Grantee

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the __ day of in the year 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature and Office of individual taking acknowledgment

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the __ day of in the year 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature and Office of individual
taking acknowledgment

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the __ day of in the year 2016 before me, the undersigned, a Notary Public in and for said State, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature and Office of individual
taking acknowledgment

EXHIBIT 4

DESCRIPTION OF PROPERTY

PREFACE

The purpose of this report is to provide information on the existing and proposed conditions of the building, as part of the Condominium Offering Plan.

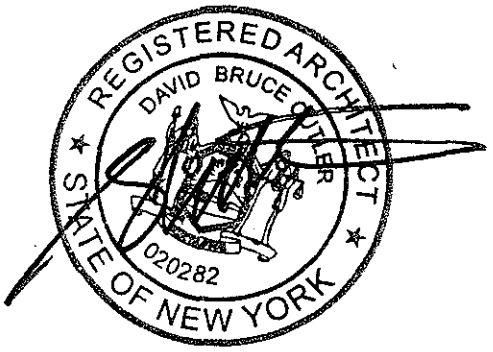
This report is based on the observation of areas of the building that were open, visible, and accessible at the time of this report. Defects or conditions hidden behind existing construction or inaccessible for other reasons cannot be the responsibility of the preparer.

This report is further based on investigations, reports, and drawings by others. No obligation or liability is hereby assumed for defects, errors, or omissions in those reports.

This report was also based on drawings and documents pertaining to the proposed renovation, conversion, and enlargement of the building. No obligation or liability is hereby assumed for defects, errors, variations, or changes made during the course of the construction.

The liability of the undersigned is strictly limited to compliance with the provisions of Article 23A of the General Business Law and the regulations of the Department of Law pursuant thereto.

Bruce Cutler
Registered Architect #20282
New York State
March 15, 2016



(A) LOCATION AND USE

Address:	34 West 17th Street New York, New York
Block:	818
Lot:	70
Zoning District:	C6-4A (R10A equivalent)
Landmark Status:	This building is in a Landmark District. It is not an individual landmark.

Permissible uses:

Community facility, commercial, and residential uses are permitted as of right in this zone.

There will be commercial use on part of the cellar and part of the first floor. There will be residential uses on floors 2-10 a residential lobby at the first floor and accessory residential uses in the cellar.

Home occupation uses are permitted within dwelling units unless otherwise limited by the Offering Plan, subject to the limitations in the New York City Zoning Resolution.

Spaces within residential units designated as home office are not permitted to be used as bedrooms, dining rooms, or any other use defined by the New York City Building Code as a habitable use. They may be used for any other use permitted within residential units, including office, library, den, or family room. Use as a habitable room may result in a violation and fine against the building, issued by the New York City Building Department.

(B) STATUS OF CONSTRUCTION

The structure on this site was originally erected at some time around 1907. The current use of the building is offices. Historic uses of the building as shown on the Certificate of Occupancy include manufacturing, storage and offices.

The building is being renovated and partially converted to residential use under Alteration application 121191931 filed with the New York City Department of Buildings. This work will be performed in compliance with applicable provisions of the New York City Zoning Resolution, the New York State Multiple Dwelling Law as applied to the residential conversion of existing non-residential buildings, and provisions of the 2014, 2008, 1968, and 1938 Building Codes where specifically applicable to the proposed work. Upon completion the building will be in full compliance with applicable zoning and use requirements, including existing conditions which were conforming when constructed but which do not comply with the latest provisions of the Zoning Resolution, and which are permitted to remain as existing non-complying conditions.

The renovations will generally include construction of a new elevator and interior stair, facade repair including removal of existing fire escapes, infill of the rear areaway and reconstruction of the rear extension, window replacement, construction of new roof bulkheads and modification of existing bulkheads, and replacement of interior finishes. The renovation will include replacement of all building mechanical system with the exception of some existing utility connections as described in this report.

This project will not include construction of all floor area permitted by current zoning. The owner of the Commercial Unit will have the right at some future time to construct a mezzanine within the first floor commercial space, subject to approval by the Department of Buildings. All rights to other unused floor area will be reserved by the Sponsor.

Upon the completion of this alteration a new Certificate of Occupancy will be obtained, designating the building as Class 2 Fire Protected Construction as defined under the 1938 Building Code, although in conformance with the Multiple Dwelling Law not all elements of the building will comply with 1938 Building Code provisions for Class 2 Fire Protected construction. The new C of O will indicate Use Group 2 residential use with 9 Class A Dwelling Units and Use Group 6 commercial use with either Mercantile Retail or Assembly Eating and Drinking space at part of the cellar and ground floor.

The construction began in March 2015 and is estimated to be ready for first occupancy in May 2016, subject to normal construction variables and conditions. The Sponsor will obtain a temporary or final Certificate of Occupancy prior to closing on any units.

A Temporary Certificate of Occupancy (TCO) indicates that the property is safe for occupancy but it has an expiration date. A TCO typically expires 90 days after it is issued and can ordinarily be renewed upon expiration. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, or sell, or refinance the property

(C) SITE

LOCATION

The site has a 28'-6" frontage on the south side of West 17th Street between Fifth Avenue and Sixth Avenue.

FLOOD ZONE

In accordance with the latest preliminary (post-Sandy) Flood Insurance Rate Map as issued by the Federal Emergency Management Agency the site is not in any flood zone.

SIZE

The site is rectangular with frontage on West 17th Street.

Beginning at a point on the southerly side of West 17th Street distant 496 feet 6 inches westerly from the corner formed by the west side of Fifth Avenue and the south side of West 17th Street, running thence westerly along West 17th Street 28 feet 6 inches, then southerly 92 feet 0 inches, then easterly 28 feet 6 inches, then northerly 92 feet 0 inches, to the point or place of beginning.

NUMBER OF BUILDINGS AND USE

There is a single building on the site, with existing and proposed uses as described above. The building upon completion of the work will include nine residential units and one commercial unit.

EASEMENTS AND PROJECTIONS

No easements are known to exist.

The Title Insurance policy notes that a fire escape on the building to the west has a stair connecting to the fire escape at the rear of this building and that easement rights may exist as a result. On the front facade decorative stone, terra cotta, and metalwork project at various levels including a metal cornice at the roof which projects approximately two feet over the property line. Cellar-level vault space on West 17th Street projects under the sidewalk approximately four feet beyond the property line. Miscellaneous pipes and vents are located on the sidewalk beyond the property line.

There is a fire escape which projects beyond the front property line, which will be removed in the course of the construction.

Miscellaneous pieces of brick and stone trim project over the west property by up to an inch.

STREETS

There are no streets, catch basins, or street lighting owned or maintained by the property.

The building has one street frontage, on West 17th Street. The street is owned and maintained by the City of New York and is typical of New York City streets, paved with asphalt.

There is a catch basin on West 17th Street at its intersection with Sixth Avenue. This catch basins is owned by the City of New York and maintenance of that drainage system is the responsibility of the City of New York.

There is a street light on the sidewalk on the north side of West 17th Street approximately 25′ east of the property. That street light is owned by the City of New York and maintenance and operation of that street light is the responsibility of the City of New York.

PARKING

There is no parking on the site.

SIDEWALKS

There is a sidewalk on West 17th Street, lying within the street lines and outside the property. The sidewalk includes vents and pipes serving the building. The cellar-level vault space on West 17th Street projects approximately four feet beyond the street line under the sidewalk. The sidewalk will include a tree-pit with a tree. The sidewalk is constructed of concrete and is in fair condition, with no tripping hazards or ponding. The curbs are steel-faced concrete, in fair condition. The sidewalk and curb will be replaced or repaired as required during construction to conform to requirements of the City of New York. The sidewalk is level with the residential and commercial entrances and each entrance provides ADA access to the respective space.

The Condominium is responsible for future repair and maintenance of the sidewalk, curb and vaults in conformance with the requirements of the New York City Department of Transportation.

(D) UTILITIES

Utilities are available in West 17th Street, including water, sewer, gas, and electricity. Telephone, fiber optic and cable television service are also available on the site. All of these services will be brought into the building under the current renovation.

Water and sewer services are provided by the New York City Department of Environmental Protection. Storm and sanitary piping is connected to city-owned combined sewers in West 17th Street. Water service for domestic and fire service usage will be connected to the NYC water main in West 17th Street. Domestic water usage and fire service water usage will each be metered with a single meter. Sewer usage is charged in proportion to water usage. Water consumption for the Commercial Unit 1 will be submetered. All other charges for water and sewer usage will be included in the common charges.

Gas service is provided by Con Ed. There will be two meters; one for the boiler providing domestic hot water, and one for the emergency generator. Gas consumption for the boiler and for emergency generator will be included in the common charges.

Electric service is provided by Con Ed. There are separate meters for each Unit, plus one meter for house usage, including elevator, equipment, and miscellaneous lighting. Each Unit owner will be responsible for establishing an account for electric service, and they will be billed directly for usage through their meter. Bills for usage through the house meter will be included in the common charges.

Telephone, television, and internet service will be available through Verizon and/or Time Warner Cable. All agreements for provision of such

service will be between the Unit owner and the provider, and all charges for such service will be billed directly to the Unit owner.

(E) SUBSOIL CONDITIONS

Limited investigation of subsoil conditions have been made as part of the construction of the elevator pit. Water was found approximately four feet below the cellar slab level and the new elevator pit will be waterproofed accordingly as described elsewhere in this report under (H) Structural System. Based on the limited site investigation and available documentation there is no indication of land subsidence, expansive soils, hazardous materials, and/or environmental restrictions on the property, and no foundation settlement has been noted.

(F) LANDSCAPING

No landscaping is proposed for this property. Finishes for roof terraces are described elsewhere in this report under (4) Balconies and Terraces.

(G) BUILDING SIZE

Floors 1 through 10 of the building sit on or close to the property line at West 17th Street, with cellar-level below-grade projections across the property line as described above in "Easements and Projections". The building extends to the rear property line at the cellar and 1st floors with a small areaway. Construction will consist of infill of that areaway so the building will fill the entire lot at the cellar and first floor. At floors 2-10 the building is built approximately 86'-0" deep, with a 6' rear yard at the rear property line. A new elevator stop with a vestibule and bulkhead will be constructed at the roof, and a new stair bulkhead will be constructed at the roof.

The building is approximately 129'-11" in height above curb level to the highest point of the main roof over the tenth floor, approximately 149'-5" in height above curb level to the level of the roof over the new elevator bulkhead.

The cellar will contain an ADA toilet and Janitor Closet, fire pump room, meter rooms, trash storage room, the lower portion of the 1st floor Commercial Unit, an amenity space, designated Common Room on the plans, for the Residential Units to be used as recreation or fitness room or for storage, and storage rooms with a storage cage or room, assigned to each Residential Unit. The Condominium Association will have right of access to all areas of the cellar for purposes of inspection, maintenance, and repairs. Cellar floor slabs will be new.

At the south and west perimeter of the roof there are brick masonry parapet walls with stone copings, with metal railings where required to achieve the required minimum 3'-6" above the finished roof or terrace level. At the front of the building there is an existing projecting cornice that will be protected with a metal railing to prevent access.

(H) STRUCTURAL SYSTEM

The existing building structure consists of concrete floor and roof slabs carried on concrete and steel beams carried by concrete-encased steel girders carried by a steel frame with self-supporting brick perimeter walls. There is some load-bearing limestone detailing at the street facades. Street facades are believed to be carried on steel beams above the level of the first floor storefronts. There are limited additional steel posts at the cellar level.

According to available information the foundation of the building consists of concrete spread footings. The existing foundation walls do not show any water conditions. A new slab on grade will be poured with no waterproofing required or provided. The new elevator pit will be waterproofed, as noted in (E) Subsoil Conditions. The waterproofing method is a double slab with a waterproofing membrane, taped at the edges, applied in between the slabs. The materials in use are Preprufe 300R and Preprufe tape, by W.R. Grace & Co.

Visible portions of the existing structural system including floors appear to be in generally sound condition. There is limited localized deflection of floor slabs with no indication of settling or movement of exterior walls. Some areas of floor slabs that previously carried bathrooms have deteriorated due to water leakage and those areas will be replaced with new concrete slabs on steel decks.

Modifications to existing structure will include primarily (1) creation of shafts for the new stair and elevator, running from cellar to roof including a new elevator pit, (2) infill of floor openings from the existing elevators being removed, (3) infill of the areaway at the first floor and cellar rear and modification of related structure, and (4) creation of an opening and bulkhead for the new convenience stair for Unit 10.

The structure of the new elevator shaft and bulkhead will consist of steel framing with concrete or masonry shear walls, with steel joist roof construction with non-combustible sheathing and fire-rated drywall.

The structure of the new roof stair bulkheads will consist of load-bearing steel stud walls with steel joist roof construction with non-combustible sheathing and fire-rated drywall, with stucco finish on exterior walls where exposed to the weather.

The floor assembly at existing floors consists of wood flooring on sleepers on cinder fill on concrete slab. This will be typically augmented with an additional layer of 3/4" plywood underlayment plus 3/4" (nominal) hardwood flooring. Since this assembly incorporates existing materials there is no test data specifically corresponding to this condition; however historically this system has proven to be very effective at reducing airborne and impact noise between floors.

(1) EXTERIOR OF BUILDING

(I) EXTERIOR WALLS

The West 17th Street facade at the ground floor consists of limestone piers at the east and west sides with cast iron columns with wood and glass storefronts.

There are painted metal fascias at the second and third floor levels and it is assumed that there are steel beams with infill brick behind those fascias. The second floor has a single large opening infilled with display windows and smaller operable window units.

Above the level of the third floor the street facade is primarily brick partially supported by a steel beam at each floor. At floors three through eight there is some limestone detailing incorporated in the brickwork. Window heads are constructed of flat brick arches or limestone arches. Window sills are typically limestone. At the ninth and tenth floors there is terra cotta detailing and some cement parging where detailing was removed at some time in the past. Window heads at the ninth floor are terra cotta and sills are terra cotta at both floors. At the tenth floor window head and roof level there is a projecting metal cornice in fair condition that will be repaired during the course of construction to create a structurally sound and weather protected installation.

Some of the windows at the front facade have been modified to permit access to the fire escape that is being removed. In those locations the original opening will be recreated using materials similar to the adjacent existing original construction. Replacement sills in those locations will be new limestone similar in appearance to the historic sills.

Brick masonry at the street facades is in good condition. Brick, terra cotta, limestone, and other facade materials will be repaired where the fire escape is being removed and will otherwise remain as is with limited cleaning and repointing.

Exterior side (west) and rear (south) walls of the building are typically constructed of brick masonry with a minimum 3-hour fire rating. This masonry is in fair to poor condition. All brick masonry will be repointed and in some cases reconstructed as required for structural soundness and weather protection. Limited portions of the lot line walls have cement parging that will remain.

The west wall appears to be self-supporting brick construction at all levels which does not carry floor loads. The wall is 12" thick at floors 6-10 except at certain recesses, and thicker at the lower floors. It abuts a building at part of floors 1 through 4. Where it does not abut that building it has lot line window openings that include adjacent 4" deep recesses for previously existing steel shutters. Within those recesses at floors 6 though 10 the wall is 8" thick. Brick over the outer wythe of this opening, including the recess, is supported with one course of corbeled brick. Below that corbeling the head of the actual window opening is constructed as a

brick arch. There is no flashing associated with these window openings. Some of the openings will be partially or completely infilled with concrete block and brick. Window sills are typically limestone. Where there is an additional recess beside the window that sill is brick. Where window openings are modified the new sill will be limestone.

The south wall at floors 2 through 10 is approximately 6 feet from the rear property line except for the chimney which is approximately 3'-6" from the property line. The building wall is typically 12" brick and appears to be supported on the steel and concrete building structure at each floor. There are four windows at each floor level. These window openings are typically constructed with brick arches on the interior with brick arches at the exterior. There is no flashing associated with these window openings. Sills are typically limestone. At the Floors 2 to 5, one window opening will be infilled with concrete block and brick.

The east wall appears to be non-load-bearing self-supporting brick construction similar to the west wall at all levels, 12" thick at floors 6-10 and thicker at the lower floors. It abuts a taller building at all floors. It has no lot line openings except the remains of some arched door openings into the adjacent building that have been blocked with brick masonry. This wall will be modified at the new elevator to accommodate the new elevator shaft and pit.

At the south wall at the cellar and 1st floor the building extends to the rear property line except for a small areaway. The areaway will be infilled with new floor, wall, and roof construction and existing floor, wall, and roof construction will be renovated or reconstructed.

New and existing exterior masonry walls in residential units where there is no adjacent building will be insulated with minimum R-11 rigid insulation to meet Energy Code requirements. There is no vapor barrier in this assembly. This assembly has a U-value of approximately .068, subject to variations due to existing conditions.

New metal-stud exterior walls will be insulated with minimum R-7.5 foil-faced polyiso continuous insulation and R-13 fiberglass batt insulation between the studs. This assembly has a U-value of approximately .064.

There is evidence of some water penetration at the 10th floor ceiling and on the side walls of some floors. These conditions will be remedied with new reroofing and with the masonry repair previously described.

All facades and exterior finishes will require periodic maintenance. Inspection of facades is required every five years under New York City Local Law 11 of 1998. In the past some inspection deadlines have been missed, and when inspections have been performed unsafe conditions have been noted. The latest inspection (8th Cycle Inspection) was performed on time by Howard Zimmerman on June 25, 2015 and unsafe conditions were noted. As identified in (V) Violations below, numerous violations have been issued, prior to the Sponsor's ownership of the building, for unsafe façade conditions, for failure to repair those conditions, and for failure to file reports on time. All unsafe conditions will be

corrected during the course of this renovation, required documentation and reports will be filed with the Department of Buildings, and all violations will be removed.

(II) WINDOWS

Windows on the street facade at floors 3 through 10 and at the rear facade at floors 2 through 10 will be new double-hung, double-glazed aluminum-clad, Next Generation as manufactured by Marvin Window and Door Systems, Ltd or equal. The windows will be provided with half-screens. The windows will have limit-stops to prevent opening more than 4 inches and therefore no window guards are required or provided. The windows will be installed in existing masonry openings and the exterior of the installation will be caulked where the aluminum meets the masonry.

Units at floors 2 through 10 will have some lot line windows on the west facade. Windows located at lot-lines are not counted as providing light and air where required by applicable codes. Therefore every bedroom or living room that has a lot line window also has a skylight, a window, or windows not on the lot line, and those windows provide legally required light and air as established on drawings approved by the Department of Buildings. At non-habitable rooms designated Home Office, with no window or only a lot line window, light and air provided by lot line windows does not satisfy legal requirements and therefore the room is not permitted to be used as a sleeping room. Any such room is provided with outdoor air via mechanical ventilation in accordance with NYC Building Code requirements for interior rooms. Except as noted below, windows at lot lines will be new double-hung, double-glazed aluminum-clad, Next Generation as manufactured by Marvin Window and Door Systems, Ltd or equal, with one sheet of glazing being tempered or laminated glass. These windows will also be protected at the interior with sprinklers.

Unit 2 will have one terrace door at the second floor rear which will be new inswing, double-glazed aluminum-clad, Ultimate, as manufactured by Marvin Window and Door Systems, Ltd or equal.

Unit 5 will have one double hung lot line window as described and one hopper type lot line window. The hopper window will be double-glazed aluminum-clad, Magnum as manufactured by Marvin Window and Door Systems, Ltd or equal, with one sheet of glazing being tempered or laminated glass. These windows will also be protected at the interior with sprinklers.

Lot line windows may be obstructed in the case of construction on the adjacent property. In that event the opening will have to be closed with fire-rated construction.

There will be terrace doors at the roof level providing access to the roof from the Unit PH stair bulkhead and the elevator vestibule. These will be new outswing, double-glazed aluminum-clad, Ultimate, as manufactured by Marvin Window and Door Systems, Ltd or equal.

The skylight provided for required light and air to the Bedroom 3 in Unit 10 will be an operable aluminum thermal unit with laminated double-glazing as manufactured by Lynbrook, or approved equal.

Stair bulkheads at the roof level will have double-hung, double-glazed aluminum windows by Marvin or equal.

All windows and terrace doors will have a minimum 1 year manufacturer's warranty.

Installation of window-guards where required by laws and regulations shall be the responsibility of each Unit owner.

(III) LANDMARK STATUS

The building is located in a Landmark district but it is not an individual landmark. Approvals by the Landmarks Preservation Commission are required for most work except routine maintenance and minor repairs.

(2) PARAPETS AND COPINGS

The parapets at the roof level are 12" brick masonry with marble copings. Masonry will be repointed and repaired as required and copings will be repaired and in some locations will be replaced with marble copings salvaged from elsewhere in the building. Where parapets do not provide the required minimum 42" height above the finished roof or terrace level they will be augmented with painted steel railings.

The construction of the cornice at the front of the building is approximately 3'-6" above the top of the roof at that location. It is finished with roofing, continuous with the roofing over the remainder of the roof. Safety will be provided with a painted steel railing minimum 42" above top of adjacent roof or terrace level, whichever is higher.

At the roofs over stair and elevator bulkheads and mechanical rooms there will be no parapets. Where those roofs have mechanical equipment protection will be provided with painted steel railings minimum 42" height above the adjacent finished roof level.

(3) CHIMNEYS AND CAPS

There is a brick boiler flue projecting from the southeast corner of the building in the rear yard and extending from the cellar to above the roof level. This flue will remain in place but it will be unused. It will be capped with concrete.

New boilers providing domestic hot water will be located in the Mechanical Equipment Room on the roof. These boilers will have double wall stainless steel vents extending through the roof to a minimum of 3' above any construction within 10'.

There will be a commercial kitchen vent duct next to the elevator shaft. This duct will extend through the roof with a fan and discharge duct above the elevator shaft, installed in compliance with applicable Codes. This installation and equipment will be part of the Commercial Unit and all costs of maintenance and operation will be the responsibility of that Unit owner.

(4) BALCONIES AND TERRACES

The Condominium will have right of access to all roof areas including private terraces for necessary inspections, maintenance, or repairs.

Unit 2 will have a private deck on the roof over the first floor extension at the rear of the building. Unit PH will have a private terrace at the south portion of the main roof. There will be a shared roof terrace at the north end of the main roof that will be available for use by owners of all Residential Units. This shared outdoor space is not designed for active recreation. The shared roof space is a rectangular area, 32'-3" by 17'-5", with a smaller rectangular area 8'-9 by 6'-3" at the Elevator & Stair B access at the south end. The space is approximately 583 sf which is 27% of the total roof area, with a stated capacity of 38 persons.

The terraces will be provided with concrete pavers. Some building mechanical equipment including exhaust fans, plumbing vent pipes, and drains, will be placed within these terrace areas where required. All roof terraces will be provided with parapets or railings minimum 3'-6" above the adjacent finished surface. These parapets and railings will be solid walls or painted steel railings that will not create a "ladder effect." All roof space will be code-compliant.

Access to these terraces will be through glass and aluminum side-swinging hinged doors opening from the roof level stair or elevator bulkhead. These doors are described above in **(ii) Windows**. There will be a fluorescent exterior light fixture adjacent to each terrace door.

The 2nd Floor roof deck will painted diamond plate steel on a steel frame. Access to the deck will be through a glass and aluminum side-swinging hinged door within the Master Bedroom. The deck will have a steel railings minimum 3'-6" above the finished deck.

See (7) Roof and Roof Structures for additional information, including description of drainage.

See VVV Improvements by Unit owners for limitations on modifications to or construction on Balconies and Terraces.

(5) MAIN ENTRANCES

The residential building entrance is on West 17th Street at the east side of the facade. This entrance will be ADA compliant. It will provide clearances for approach and operation in compliance with national standards. No power operator is required or provided for this entrance. There will be no tripping hazard at this entrance.

There will be fluorescent lights installed above the door providing light to the sidewalk at the entrance. This lighting will be adequate.

This entrance consists of an existing pair of wood and glass doors with a wood and glass transom. There is no thermal break in this door. The door will be equipped with an electric strike which will be connected to the intercom system and which will operate as described below in (P) Intercom System. The door will be equipped a pull bar on the exterior and a lever handle latchset on the interior. For entry, upon release of the electric strike via key, key fob, or the intercom system, the door may be pulled open. For egress the door is operated by turning the lever handle, which retracts the latch and allows the door to swing open. This entrance door and adjacent storefront will be natural wood with a urethane coating, which will require periodic refinishing.

There will be an interior vestibule with all-glass doors separating the residential lobby from the entrance.

The lobby will provide access to the building elevator which serves all floors. It will provide access to and egress from both building stairs, which serve all floors. The lobby will be furnished with mailboxes which will be Salsbury Industries aluminum front-loading horizontal mailboxes model FLU, or equivalent. There will be a package room accessible from within the lobby. All finishes within the lobby will be new.

(6) COMMERCIAL ENTRANCES

The entrance to the Commercial Unit entrance is on West 17th Street at the west side of the facade. This entrance will be ADA compliant. It will provide clearances for approach and operation in compliance with national standards. No power operator is required or provided for this entrance. There will be no tripping hazard at this entrance.

This entrance consists of an existing pair of wood and glass doors with a wood and glass transom. There is no thermal break in this door. No exterior lighting is required for this entrance and no lighting is proposed under this plan. Lighting at this entrance is the responsibility of the owner of Commercial Unit 1.

No signage is being provided in conjunction with the Commercial Unit entrance. Any signage shall be provided by the Commercial Unit owner and that Unit owner shall be responsible for obtaining all approvals and permits, including approval by the Landmarks Preservation Commission.

(7) ROOF AND ROOF STRUCTURES

The Condominium will have right of access to all roof areas including private terraces for necessary inspections, maintenance, or repairs.

There are no active roof leaks apparent in the existing building.

All roofing components will be as manufactured by Carlisle Syntec Systems. Roofing will be a new EPDM system composed of Carlisle Sure-

Seal EPDM FleeceBACK membrane on Secure Shield HD roofing board, R2.5 over minimum 3.5" of rigid Carlisle HP-H Polyiso Insulation rated at minimum R=5.7/inch. The complete assembly will have an R-value equal to or exceeding R-20. This roofing will have a limited 15-year manufacturer product warranty and a limited ten-year installer warranty. The warranty period will commence upon completion of the roof, which will be not more than 6 months before first occupancy. A No-Dollar-Limit warranty is not being provided for this roofing.

Flashing and counterflashing will be aluminum or equivalent. Where pavers or terrace decking are not installed protection sheets or ballast will be placed on limited areas of the roof as required to protect it from foot traffic. Protection sheets will be loose-laid heavy gauge modified bitumen roofing membrane sheets with mineral surface.

There will be a private terrace for Unit 2 at the roof over the first floor extension and at the main roof level there will be a private terrace for Unit PH and a shared roof terrace for all Residential Unit owners as described elsewhere in this report under (4) Balconies and Terraces.

The main roof will have an elevator landing and vestibule, a mechanical equipment room, bulkheads for the two building stairs, and a bulkhead for the Unit PH roof stair. There will be exhaust fans and an emergency generator at the main roof level. There will be exhaust fans and heat pumps located on the upper roof over the mechanical equipment room. There will be an elevator bulkhead above the elevator shaft, accessible from the upper roof.

The existing stair bulkhead and mechanical equipment room are constructed with steel frame infilled with terra cotta block, except the lot line walls that are brick masonry. The floor slab in the Mechanical Equipment room will be new concrete on steel deck. The roof above the Mechanical Equipment Room and Stair will be steel joists with non-combustible sheathing and fire-rated gypsum drywall.

The roofs over the bulkheads will drain through aluminum gutters and leaders to the main roof level. The main roof will drain through two new cast iron roof drains located at the south side of the roof, which are connected to a new cast iron leader within the building in the southeast corner. Roof drains will be by Jay R Smith or equivalent.

There will be heat pumps, exhaust fans, and an emergency generator on the roof. Heat pumps and air conditioning condensers will be mounted on neoprene pads on the roof of the Mechanical Room, approximately 10'-0" above the Building Roof. Exhaust fans will be mounted on curbs with acoustic isolators. The emergency generator will be mounted on acoustic isolators on a 6" concrete pad and includes a sound attenuating enclosure.

The skylight provided for required light and air for Bedroom 3 in Unit PH will be an operable aluminum thermal unit approximately 2'-6" x 4'-0" mounted on a curb approximately 12" above the level of the roof slab.

There will be a fluorescent light fixture outside the stair doors at the main roof level. There will be additional lighting on the roofs in private terrace areas as described in (4) Balconies and Terraces.

Planters not exceeding 3 cubic foot soil capacity, and miscellaneous furnishings may be placed on the roof but individual Unit owners are not permitted to perform construction, enclose any space, or install decking or pavers without permission from the Condominium Board and from the New York City Department of Buildings.

Metal work at the main roof and penthouse roof will include new painted steel railings and access ladders. All exterior iron and steel will be primed with rust inhibiting primer and finished with two coats of exterior grade oil-based paint.

No lightning protection system is provided for this building.

(8) FIRE ESCAPES

All existing fire escapes will be removed and no new fire escapes are proposed for the building.

(9) YARDS AND COURTS

The Condominium will have right of access to all yard areas for necessary inspections, maintenance, or repairs.

No front or side yards are proposed. The rear yard at the second floor level on the roof over the first floor extension will include a deck that is part of Unit 2. This deck will be painted diamond plate steel on steel frame over a new roof as described in (4) Balconies and Terraces. Drainage will be into a gutter along the sloped metal deck onto the roof and into two area drains connected to the building storm drainage system. There will be a fluorescent light at the deck entry door that will be part of Unit 2 and will be controlled by that Unit.

(10) INTERIOR STAIRS

The building as originally constructed has one interior stair extending from the 1st floor to the roof, with a separate stair section from the cellar to the first floor.

This stair will be directly accessible from within the Units at floors 2 through 10, and will be accessible from a public hall at the cellar and first floor level. This stair will provide access to the roof through an existing stair bulkhead, and will discharge through the residential lobby as permitted by applicable provisions of the pre-1968 Building Code.

The cellar stair section and part of the stair between the first and second floors will be removed and reconstructed to coordinate with the new lobby configuration.

The stair will be enclosed in minimum 2 hour rated construction, consisting of 12" brick masonry at the lot line and steel frame with plastered terra cotta block infill on other walls. There will be minimum 1 hour construction separating the portion of the stair below the first floor from the upper portion of the stair.

The existing stair construction is painted steel stringers and risers with a steel subtread with stone finished tread. Existing handrails are painted steel with steel newel posts and wood top rail. Existing guard and handrail are compliant with current codes. New stair construction will consist of concrete-filled steel pans with painted steel stringers and risers, with painted steel guardrails and handrails complying with applicable provisions of the current Building Code.

There will be a new stair extending from the cellar to the roof with new steel floor framing and a new 2-hour rated enclosure. This stair will be directly accessible from within the Units at floors 2 through 10, and will be accessible from a public hall at the cellar and first floor level. This stair will provide access to the roof through a new stair bulkhead, and will discharge through the residential lobby as permitted by applicable provisions of the pre-1968 Building Code.

The stair will be enclosed in 2-hour rated drywall on metal studs, except at the exterior wall that is brick masonry approximately 12" thick. There will be minimum 1 hour construction separating the portion of the stair below the first floor from the upper portion of the stair.

The stair construction will consist of concrete-filled steel pans with painted steel stringers and risers, with painted steel guardrails and handrails complying with applicable provisions of the current Building Code. This stair will be 28" wide, with taller risers and shallower treads than would be permitted for a new building. This stair is permitted under provisions of the current Building Code which permits conformance with provisions of the Multiple Dwelling Law that are specifically applicable to low-occupancy buildings of this configuration.

Unit PH will have a private interior stair providing access between the 10th floor and roof terrace. This stair will be decorative steel construction.

The Commercial Unit will have a private interior steel and concrete stair providing access between the cellar and first floor. If the commercial Unit 1 constructs a mezzanine any access stair will be the responsibility of that Unit owner.

(11) INTERIOR DOORS AND FRAMES

Apartment entry doors at Units 2 through 9 and Unit PH will be painted wood doors set as "zero-clearance doors" within the hollow metal elevator doorframe. Apartment entrance door hardware will be residential grade mortise locksets by Schlage, or equal.

All doors providing access or discharge to or from exit stairs, including doors from corridors, doors at roof level, and doors

providing direct access from Units to the building stairs, will be hollow-metal fire-rated doors with hollow metal frames. These doors and related assemblies will have minimum 1 1/2 hour fire rating equal to or exceeding fire-rating requirements.

Interior doors within apartments will be flush wood doors with a paint finish, with wood frames. Bathroom doors will have stone saddles. Hardware will typically be residential grade lever handle sets by Omnia, or equal.

Doors at cellar level that do not open directly to a stair will be hollow-metal fire-rated doors with hollow metal frames. These doors and related assemblies will have minimum 1 1/2 hour fire rating equal to or exceeding fire-rating requirements.

(12) ELEVATORS

The building currently has a passenger and a freight elevator that will be removed during this construction. The building will be provided with a new passenger elevator serving all floors and the roof level with a new shaft, pit, bulkheads, and equipment.

At floors 2 through 10 the elevator will open directly into the Residential Unit through a "zero-clearance" vestibule which will have the apartment entrance door located immediately beyond the elevator hoistway door.

The elevator will be an MRL (machine room less) system, with the machine located within the hoistway at the top of shaft. The model is Rotavele "PE I", MRL, 3000lb capacity. The machine manufacturer is Torin, model TPM4-3535-lv-10mm, Control V.V.V. F – AC. The control room will be at roof level. There will be a 1-year warranty on this installation. There will be a 1 year maintenance contract with Rotavele elevator.

The elevator cab manufacturer is Elevator Cabs, Inc/Elevator Doors, Inc. The elevator cab will be large enough to accommodate a stretcher, in compliance with the current Building Code. Elevator doors at the floor side will be single speed painted steel doors, except at the first floor lobby where they will be stainless steel. The elevator cab will have stainless steel interior doors and door columns, stainless steel control panel, stainless steel panels on the walls, and plastic laminate finishes on the ceiling. The elevator cab floor will be stone tile.

The cab will be provided with mechanical ventilation as required by applicable Codes, with incandescent or halogen lighting, and with an alarm signal and a telephone communication device for use in case of emergency. The elevator will comply with applicable current codes for access by the disabled. The elevator installation will be inspected and signed off prior to obtaining a Certificate of Occupancy.

(I) REFUSE DISPOSAL

There will be a refuse chute extending from the cellar trash room to the roof, serving floors 2 through 10. The chute will be constructed of metal and will be enclosed in 8" masonry construction, with a hopper door at each floor accessible from the within the Unit. The cellar trash room will contain barrels for collection of trash. There will be no trash compactor. Building staff will set collected trash at curbside on designated days for collection by the NYC Department of Sanitation.

Materials designated for recycling will be collected and stored in the cellar trash room. Building staff will set recycling at curbside on designated days for collection by the NYC Department of Sanitation.

Collection and disposal of refuse from the Commercial Unit will be the responsibility of the Commercial Unit owner.

(J) PLUMBING AND DRAINAGE

Water service will be supplied through a new 4" domestic water service connected to the New York City water main in West 17th Street. There will be a main shutoff valve in the Water Service Room in the cellar. The backflow preventer will also be in the Water Service Room.

Pressure for domestic water distribution will be maintained by new duplex house pumps located in the cellar. These pumps will be Quimby Model 1.5X2X8 Series C or equal with a 1 year manufacturer's warranty.

Water consumption will be metered by DEP and charges for domestic water consumption and for the operation and maintenance of the pumps will be included in the common charges. There will be a submeter for water usage by the Commercial Unit and the Commercial Unit will reimburse the Condominium Association accordingly.

All piping for water for domestic use will be new copper pipe. Cold water piping will not be insulated.

The sprinkler system will be supplied with water from a new 6" fire water service connected to the New York City water main in West 17th Street. Pressure for this system will be augmented by a fire pump and jockey pump installed in a pump room in the cellar. The fire pump will be AC Fire Pump Series 1580, Vertical In-line with a 120 psi head at 750 gpm. The jockey pump will be Peerless-Grundfoss Model CR3-12. Charges for water consumed by this system and for the operation and maintenance of the system and pumps will be included in the common charges.

The sprinkler system is described elsewhere in this report under Safety and warning devices and fire protection systems.

The sanitary sewage system will typically consist of new cast iron waste piping discharging by gravity through the house trap to an existing 6" connection into the combined sewer in West 17th Street.

There will a sump pump in the elevator pit which discharges into the existing sewer connections. This pump will be Stancor SE-50 or equal.

The connections to the city sewer are existing and no permits are required. Charges for sewer service are billed in proportion to metered water usage and will be included in the Common Charges.

The storm drainage system will consist of new aluminum gutters and leaders and new roof drains with cast iron branch piping as described in (7) Roof and Roof Structures. This system will connect to new 6" cast iron storm leaders which discharge by gravity through the house trap into the combined sewer in West 17th Street.

Storm drainage is part of the sewer service and charges are as described above.

(K) HEATING AND HOT WATER

The heating system is designed to maintain indoor air temperatures at or above 68° F at outdoor air temperatures as low as 11° F, in accordance with applicable codes and standard engineering calculations.

Residential Unit heating will be provided by heat pumps mounted on the roof over the Mechanical Equipment Room. Heat provided by the heat pump will be carried by refrigerant piping to an air handler or air handlers within the Unit. Air will be tempered by being blown over the coils within the air handler and tempered air will be distributed through each Unit through ductwork. Air distribution ductwork will be insulated with minimum 1/2" internal insulation.

Residential units will also be provided with electric radiant heating in the Master Bathroom floor, as manufactured by Heat Wave or equal.

Each heat pump/air handler system will be controlled with a programmable thermostat located on a wall within the Unit.

This system will also provide cooling, and will have the heating and cooling capacities indicated below in (M) Air Conditioning.

The heat pump and air handler(s) will draw power from the Unit electrical panel, and all charges for use and maintenance of the heat pump and air handler(s) will be the responsibility of the Unit owner.

Lobby heating will be provided by a heat pump on the roof and an air handler with distribution ductwork in the lobby ceiling, operating as described above for Residential Units. The heat pump/air handler system will be controlled with a programmable thermostat located on a wall in the Lobby. This system will also provide cooling, and will have the heating and cooling capacities indicated below in (M) Air Conditioning. Supplemental heating will be provided in the Vestibule and at the Mailboxes by Runtal Baseboards. The heat pump, air handler(s) and baseboards will draw power from the House electrical panel, and all charges for use and maintenance of the heat pump, air handler and baseboards will be included in the Residential Common Charges. An operation and maintenance manual for the heat pump and air handler will

be provided to the Condominium by the Sponsor. The final balancing report for the system will be provided to the Condominium by the Sponsor.

Commercial Unit heating will be provided by a heat pump mounted on the roof over the Mechanical Equipment Room connected to cassette type air handlers mounted on the wall within the Unit, operating as described above for Residential Units, except that there will be no ductwork.

This system will also provide cooling, and will have the heating and cooling capacities indicated below in (M) Air Conditioning.

The heat pump and air handlers will draw power from the Unit electrical panel, and all charges for use and maintenance of the heat pump and air handlers will be the responsibility of the Unit owner.

The stairs and stair bulkheads will be provided at various locations with Runtal Electric Baseboards, EB3-208D. Electricity for these systems will be provided through the house meter and all costs associated with these systems will be included in the Common Charges.

Hot water for residential domestic use will be supplied by a gas-fired hot water heater located in the Mechanical Equipment Room on the roof, Slant-Fin GGHT-800E or equal, with 798 MBH input and a 790 GPH recovery rate. This system will have two 200 gallon insulated hot water storage tanks.

Hot water piping will be insulated through the building with minimum 1" insulation in compliance with applicable codes. This system will be capable of providing peak-required services in accordance with standard engineering calculations. All charges for maintenance and operation of the hot water heater will be included in the common charges.

No hot water is being provided for Commercial Unit 1. All costs of equipment, installation, utilities and maintenance of equipment that may be installed by the Commercial Unit owner to provide hot water will be the sole responsibility of that Unit owner.

(L) GAS SUPPLY

Natural gas will be supplied through new 2 1/2" and 3" gas services connected to the Con Ed gas main in West 17th street. The 2 1/2" service will be connected to the emergency generator on the roof, and the 3" service will be connected to the domestic hot water boilers on the roof. Each service will be fitted with a meter and a gas booster pump. All charges for gas consumed through the residential use meters will be included in the residential common charges.

All gas piping will be new threaded black steel pipe.

(M) AIR CONDITIONING

The residential units will each be provided with an air-cooled heat pump unit mounted on pre-fabricated curbs over the Mechanical Equipment

Room above the main roof. This equipment will be connected to air handlers within the Unit and will provide heating and air conditioning for the Unit. Exterior hardware, fasteners, and mounts will be fabricated using corrosion resistant materials.

The Lobby, cellar Office, and the cellar Amenity Space (designated Common Room on the plans) will be provided with an air-cooled heat pump unit mounted on a neoprene pads over the Mechanical Equipment Room above the main roof. This equipment will be connected to air handlers within each space and will provide heating and air conditioning for these spaces.

The Commercial Unit will be provided with an air-cooled heat pump unit mounted on a neoprene pads over the Mechanical Equipment Room above the main roof. This equipment will be connected to air handlers within the Commercial Unit and will provide heating and air conditioning for that Unit. The heat pumps will be connected to the air handlers within each space with refrigerant piping and power and control wiring. Refrigerant piping will be insulated in compliance with current codes. Air will be heated or cooled by being blown over coils within the air handler and tempered air will be distributed through each Unit through ductwork. Where the system is serving a space designated home office, outdoor air will be drawn via duct from a fresh air intake operating at the roof that is connected to the air handler in each Unit. See also (N) Ventilation.

Each air handler will be controlled with a programmable thermostat.

The heat pumps and the air handlers will each be connected to the electric panel of the Unit they serve. All costs of electricity, maintenance, and operation for this equipment will be the responsibility of the Unit owner.

The heat pumps and the air handlers for the Lobby will be connected to the house electric panel. All costs of electricity, maintenance, and operation for this equipment will be included in the common charges.

The air conditioning systems will be designed to meet or exceed industry standards to cool the space to 78° F when the outdoor temperature is 89°. The units specified will meet or exceed these design standards, and will be adequate.

The equipment provided will be as follows, manufactured by Daikin or equivalent, with manufacturer's rated heating and cooling capacity as indicated. Actual heating and cooling capacity may vary based on installation and operation configurations.

Units 2 through 5: Heat pumps: Daikin RXYMQ48PVJU, SEER 13.2, 48.0 MBH cooling capacity, 54.0 MBH heating capacity. Air handlers: (two per Unit) Daikin FXMQ30PVJU, 30.0 MBH/unit cooling capacity, 34.0 MBH/unit heating capacity.

Units 6 through 9 and Unit PH: Heat pumps: Daikin RXYQ72PBTJ, EER 13.8, 72.0 MBH cooling capacity, 81.0 MBH heating capacity. Air handlers: (two per Unit) Daikin FXMQ48PVJU, 48.0 MBH/unit cooling

capacity, 54.0 MBH/unit heating capacity and Daikin FXMQ24PVJU, 24.0 MBH/unit cooling capacity, 27.0 MBH/unit heating capacity.

Lobby, Building Office, Common Room: Heat pump (shared unit): Daikin RXYMQ72PBTJ, SEER 12.8, 72.0 MBH cooling capacity, 81.0 MBH heating capacity. Lobby air handler (Non-ducted ceiling cassette): Daikin FXZQ12MVJU, 12.0 MBH cooling capacity, 14.0 MBH heating capacity. Common Room Air Handler 1 (Non-ducted wall mount): Daikin FXAQ18TVJU, 12.0 MBH/unit cooling capacity, 14.0 MBH/unit heating capacity. Cellar Office (Non-ducted wall mount): Daikin FXAQ07PVJU, 7.5 MBH cooling capacity, 8.5 MBH heating capacity. Common Room Air Handler 2 (Non-ducted ceiling cassette): FXFQ24TVJU, 24.0 MBH/unit cooling capacity, 27.0 MBH/unit heating capacity.

Elevator Control Room: Heat Pump Daikin RX18NMVJU, SEER 18.0, 18.0 MBH cooling capacity, 21.6 MBH heating capacity. Air handler (Non-ducted ceiling cassette): Daikin FTX18NMVJU, 18.0 MBH cooling capacity, 21.6 MBH heating capacity.

Commercial Unit: Heat pump: Daikin RXYQ144PBTJ, SEER 11.3, 138.0 MBH cooling capacity, 154.0 MBH heating capacity. Air handlers: (two provided, Non-ducted wall mount) Daikin FXMQ72MVJU, 72.0 MBH/unit cooling capacity, 81.0 MBH/unit heating capacity.

(N) VENTILATION

Bathrooms, powder rooms, and laundry closets will be provided with mechanical ventilation connected to exhaust risers extending through the roof, with fans located on the roof. Bathrooms will be provided with exhaust fans within each room, controlled by a switch within the room, providing minimum 20 cfm exhaust equal to or exceeding the code requirements. Powder Rooms will be provided with exhaust fans within each room, controlled by a switch within the room, providing 20 cfm exhaust equal to or exceeding the code requirements.

Dryers will be electric vented type. In Units 2-9 there is a connected common dryer exhaust riser with an auxiliary variable-speed fan on the roof. Unit 10 has a dedicated exhaust riser with an auxiliary variable-speed fan on the roof. This system will require periodic cleaning to remove lint accumulations.

The costs of operating and maintaining these systems will be included in the residential common charges.

Kitchens will be provided with exhaust hoods which are not required by code. Each exhaust hood is individually-controlled and is connected to a common exhaust riser with a roof-top fan. Each kitchen exhaust hood will be connected to the Unit electrical panel and costs of that operation will be the Unit owner's responsibility. The cost of operating and maintaining the roof-top fan will be included in the residential common charges.

Every non-habitable room designated Home Office will be provided with outdoor air via mechanical ventilation in accordance with NYC Building Code requirements for interior rooms. This outdoor air will be drawn

via duct from a fresh air intake operating with a constant speed fan at the roof level and within each unit is mixed with re-circulated air through the air handler as described under (M) Air Conditioning.

Cellar service rooms will be provided with an exhaust fan discharging at the roof level.

(O) ELECTRICAL SYSTEM

Electric service will be provided by Consolidated Edison. Service equipment will be new in the electric meter room in the cellar. The electrical service to the building will consist of a 208/120 Volt three-phase service. House loads will be served by a 400 amp 3 phase service. There is an 800 amp switch serving all unit panels. There will be a 1200 amp switch serving the fire pump.

The building will be provided with a gas-fired emergency generator located on the main roof. The generator will be 100 kw capacity, Generac SG100 or equivalent. The building electrical system will be provided with transfer switches so that in the event of a power failure the emergency generator will provide power to the elevator, the fire pump, and the fire alarm system.

Twelve separate meters will be provided; one meter for each condominium unit, one meter for common area and equipment use, and one meter for the fire pump, and one meter for the fire alarm system. Each Unit owner will be responsible for obtaining a service account and for the cost of electricity for their unit. The cost of electricity consumed through the common area, fire pump, and fire alarm meters will be included in the common charges.

Each Residential Unit will have minimum 225 amp 3-phase service. This service will be adequate for modern usage. Service will be distributed though an electrical panel within the Unit with minimum 54 circuit capacity. Panels shall be fitted with Arc Fault Circuit Interrupters (AFCI) in conformance with the latest applicable NEC and NYC Code requirements.

Each Residential Unit will be provided with completely new electrical installations consisting of branch wiring, receptacles, lighting and other electrical devices. Receptacles shall be Ground Fault Circuit Interrupters (GFCI) in bathrooms, kitchen counter areas, and other areas in conformance with the latest applicable NEC and NYC Code requirements. Any receptacle provided in an outdoor area shall be certified weather-resistant mounted in a weatherproof box. Three-way switches will be provided within the Residential Units at the top and bottom of interior stairs and in limited locations in hallways.

Lighting within residential units will be new. All fixtures will be residential grade.

Telephone service will be available to each Residential Unit through wiring provided from a telephone company patch panel in the cellar to a single location within each unit. Each residential Unit will have distribution wiring from that location to telephone jacks in various

locations throughout the Unit. Each Unit owner will be responsible for arranging final connections, for obtaining a service account, and for the cost of telephone use for their unit.

Cable television service will be available to each Residential Unit through wiring provided from a central patch panel in the cellar to a single location within each unit. Each unit will have distribution wiring from that location to cable connections in various locations throughout the unit. Each Unit owner will be responsible for arranging final connections, for obtaining a service account, and for the cost of cable television service for their unit.

The building will be provided with fiber optic cable with cabling carried to each floor. Each Unit owner will be responsible for arranging final connections, for obtaining a service account, and for the cost of cable television service for their unit.

The Commercial Unit will have 250 amp, 208/120 Volt three-phase service.

(P) INTERCOM SYSTEM

A video intercom system will be provided for all residential Units in the building. There will be one intercom station within each Unit @ the Elevator Entry. There will be a video camera and intercom station outside the lobby entrance. The occupants of each Unit will be able to communicate with a visitor at the entrance and will be able to release the entry door lock from within the Unit, using the intercom system.

The intercom will be as manufactured by Helios, Model numbers 9135160E (main unit), 9135181E (8 button extender) and the 9135352E flush fixed box. Components have a 2-year warranty.

There will be a package room within the lobby. This room will function with a "virtual doorman." If the Unit owner is not available the individual making the delivery will press the appropriate button on the intercom, an off-site service will receive the call and with appropriate identification will release the entry door and the door to the package room. The Unit owner will be able to open the package room door with their key. The cost of this service will be included in the common charges allocated among the various Units in accordance with the Budget provided with the Offering Plan.

The building will be provided with facilities to accommodate a doorman or porter. The doorman or porter will be able to communicate by telephone with the occupants of each Unit.

(Q) PUBLIC AREA LIGHTING

Lighting in building stairs will be minimum 24" fluorescent fixtures or equivalent with emergency ballasts. Lighting in the public corridors will be fluorescent ceiling fixtures, some of which will be equipped with emergency ballasts.

Lighting in public areas will be residential grade fixtures. All lighting will comply with all applicable codes including the 2011 NYC Energy Code.

(R) MISCELLANEOUS FACILITIES

There will be a common Tenant Storage Room in the cellar with a storage storage cage for each of Units 2-9, and a separate storage room for Unit PH, with finishes as described below in (W) Finishes and Equipment.

There will be an Amenity space in the cellar, designated Common Room on the plans, to be shared by the Residential Units, accessible from the public hall and elevator. This space will be approximately 480 sf, with occupancy of 32 persons. This room will be suitable for gatherings, exercise, or similar activities but it will not be furnished with equipment or fixtures for any specific activity.

There will be an ADA accessible powder room, a closet with a slop sink, and a building Office in the cellar, accessible from the hall and elevator, each with finishes as described below in (W) Finishes and Equipment.

There will be a shared terrace on the roof as described above in (4) Balconies and Terraces and as described below in (W) Finishes and Equipment.

There are no shared laundry facilities. Each Residential Unit will be provided with laundry equipment in a laundry closet within the Unit, as described below in (W) Finishes and Equipment. The dryers provided will be an electric vented dryer with vent configuration as described under N Ventilation.

There are no parking facilities, swimming pools, tennis courts, playgrounds, or other recreational facilities associated with this project.

(S) SAFETY AND WARNING DEVICES AND FIRE PROTECTION SYSTEMS

SMOKE AND CARBON MONOXIDE DETECTORS

Each Residential Unit will be equipped with a hard-wired combined smoke and carbon monoxide detector or detectors in compliance with applicable codes. These detectors must be tested periodically for proper operation, and back-up batteries within the detectors must be replaced periodically. These detectors will not be connected to any central monitoring device.

Smoke detectors will also be provided within various mechanical rooms in compliance with applicable codes and regulations. These smoke detectors will be connected to a central alarm bell and may also be monitored by a central station monitoring service.

SPRINKLER AND STANDPIPE SYSTEM

The building will be provided with a sprinkler system and two fire standpipes. This system will be provided with water from a new 6" fire service connected to the New York City water main in the street. Pressure for this system will be augmented by a fire pump with a jockey pump installed in a pump room in the cellar. There will be a siamese connection for the system located on the front of the building on West 17th Street. There will be a standpipe in each stair with hose connections at each stair landing. A hose cabinet will be provided in the lobby containing a hose and spare parts for Fire Department use.

The sprinkler system will operate off the standpipe riser located in the existing building stair. At each floor sprinkler branch piping will be connected to the riser, with a sprinkler floor control valve, a drain connection, and a flow and tamper alarm connection.

There will be sprinklers installed in public corridors and within the apartments in living rooms, bedrooms, kitchens, hallways, and miscellaneous other spaces, in accordance with New York City laws. Sprinkler heads will be provided over lot line windows. Sprinkler heads will be of upright, pendant, concealed, or sidewall types, depending on the locations and installation conditions. All sprinkler piping will be new.

There will be flow alarms, tamper switches, and other devices related to the sprinkler system in various locations through the building as required to comply with applicable codes and regulations, which will be connected to a central station monitoring system. An approved monitoring company must monitor this system via phone line. The costs of this service will be part of the general common charges.

The sprinkler and standpipe installation will be inspected and signed off prior to obtaining a Certificate of Occupancy.

(T) HAZARDOUS MATERIALS

Asbestos previously identified within the building will be completely removed or encapsulated during the construction. Any additional asbestos containing materials exposed or otherwise identified during the course of the work will be removed and disposed of during the course of the renovation in accordance with applicable laws and regulations. It is a reasonable assumption that asbestos containing materials still exist in some locations.

There is no report identifying lead paint within the building, but due to the age of the building it is a reasonable assumption that lead paint was used and still exists in some locations. The building is being extensively renovated and every surface within the residential portion of the building will be new or will be covered by new construction, new finishes, or new paint.

(U) PERMITS, CERTIFICATES, AND APPROVALS

The following general inspections and signoffs will be required to obtain a Certificate of Occupancy: Construction, Plumbing, Electrical, and Elevator. To obtain a construction signoff, Equipment Use Permits will be required for air conditioning equipment. Elevator, sprinkler, standpipe, and fire alarm inspections and sign-offs will be obtained as required prior to issuance of the final Certificate of Occupancy.

Upon completion of the project the building must be registered with the Department of Housing Preservation and Development as a Multiple Dwelling. This registration must be renewed by the Condominium Association every year.

During normal operation of this building regular elevator inspections will be required, including Periodic, One Year, and Five Year inspections.

Monthly sprinkler inspections will be required and additional tests of the sprinkler and standpipe system will be required at maximum 5 year intervals.

Inspection of facades will be required every five years under New York City Local Law 11 of 1998.

(V) VIOLATIONS

There are 16 DOB violations and 35 ECB violations issued by the Department of Buildings as of this writing. 7 of the DOB violations and 19 of the ECB violations relate to the building facades including failure to file reports and failure to repair damaged or deteriorated conditions. 8 of the DOB violations and 6 of the ECB violations relate to the building elevators including failure to file reports and failure to maintain or repair elevators. One ECB violation is for a sidewalk shed not in accordance with approved drawings, and 9 ECB violations are for construction operations and construction safety issues. One DOB violation relates to an ECB violation which is described as unserved, so there is no information as to the nature of that violation.

Most of these violations were issued while the building was under prior ownership. All facade conditions will be repaired during this construction and all required reports will be filed and all violations will be removed. The two existing elevators will be removed during this construction and all violations will be removed. The sidewalk shed will be brought into compliance with approved drawings and will be removed upon completion of construction and the violation will be removed.

(VV) PROJECTED CAPITAL IMPROVEMENTS

No major capital improvements or replacements are reasonably foreseeable within three years from the date of this report.

(VVV) IMPROVEMENTS BY UNIT OWNERS

YARDS AND TERRACES

The construction of decks, gazebos, trellises, and other landscape elements on terrace areas requires consent by the Condominium Association, and approval by the Department of Buildings.

(W) RESIDENTIAL UNIT FINISHES

NOTE: All Residential Units will comply with applicable requirements of the 2008 Building Code of NYC for adaptability for use by the disabled.

CEILING HEIGHTS

Finished ceiling heights in residential units will be approximately as follows:

2: 12'-0"
3-9: 11'-0"
PH (10th floor level): 10'-9" to 12'-3"

Ceiling heights will vary due to field conditions. Girders and beams and soffits and dropped ceiling areas will project below the ceiling level indicated above, as required to enclose mechanical and structural building elements.

PAINTING

All surfaces will be painted except where natural stone or wood, tile, or where a factory finish is provided. All painted surfaces shall be prepared with latex primer and shall be finished with two finish coats of paint.

Gypsum board ceilings will be latex flat finish.
Gypsum board walls in bathrooms and laundry will be semi-gloss finish.
Gypsum board walls except as noted shall be latex eggshell finish.
All doors, trim, and baseboard will be latex semi-gloss finish

FINISHES

SEE PLANS FOR DESIGNATION OF ROOMS WITHIN EACH CONDOMINIUM UNIT.

LIVING/DINING ROOM, HALLWAYS, MASTER BEDROOM, BEDROOM 2, BEDROOM 3, HOME OFFICE, CLOSETS

Flooring:	Quarter sawn oak, 5" boards with satin polyurethane finish
Base:	Wood
Walls:	Painted gypsum wallboard, plaster, painted brick
Ceiling:	Painted gypsum wallboard
Doors:	Solid core wood, wood frame

KITCHEN

Flooring:	Quarter sawn oak, 5" boards with satin polyurethane finish
Base:	Wood
Walls:	Painted gypsum wallboard

Ceiling:	Painted gypsum wallboard
Counter:	Calacatta Slab, Caesar Stone alternate
Backsplash:	Calacatta Slab, Caesar Stone alternate
Cabinets:	Woodmode, glossy white, or equivalent
Sink:	Blanco 519547, 25" stainless steel, undermount, or equivalent
Faucet:	Dornbracht, Tara Ultra, polished chrome, or equivalent.
Refrigerator:	Miele KF1913vi/KF1903vi, 36" custom panel, or equivalent
Wine cooler:	Sub-zero 424G/O, 24" custom panel, or equivalent
Oven:	Bosch HBLP451UC, 30" stainless steel, or equivalent
Cooktop:	Bosch NIT8666UC, 36" induction cooktop, or equivalent
Microwave:	Thermador MB24JS, 24" stainless steel, or equivalent
Dishwasher:	Bosch SHV68T53UC, 24" custom panel, or equivalent
Disposal:	Insinkerator Pro 17, or equivalent
Hood (2-5):	Bosch HCB56651UC, 36" stainless steel, or equivalent
Hood (6-10):	Gutman Estrella II, 38" stainless steel, or equivalent

MASTER BATHROOM – TYPICAL

Floor:	Chrome porcelain tile from Stone Source, 24"x24" Polvere matte, or equivalent
Base:	Celador tile from Stone Source, Superwhite
Walls:	Gypsum wallboard, Celador tile from Stone Source, 24"x24" Superwhite, or equivalent
Ceiling:	Painted gypsum wallboard
Doors:	Solid core wood, wood frame
Lavatory:	Duravit Vero, white, or equivalent
Vanity:	Custom, white lacquer, or equivalent
Faucet:	Fantini, polished chrome, or equivalent
Water Closet:	Toto toilet, cotton, or equivalent
Bathtub:	Zuma, white, or equivalent
Tub/shower Set:	Toto, polished chrome, or equivalent Tub pressure balance trim, Kohler, polished chrome
Shower Head:	Kohler, polished chrome, or equivalent Thermostatic valve, Kohler, polished chrome,
Accessories:	Towel bars, robe hooks, t/p holder: Kohler, polished chrome Medicine Cabinet: Robern, White Trim Wall mounted hinges, glass to glass hinges, shower door pulls: CR Laurence, polished Chrome

BATHROOM 2 & 3

Floor & Base:	Celador tile from Stone Source, 24"x24" Superwhite, or equivalent
Walls:	Gypsum wallboard, Embarcadero porcelain tile from Nemo Tile, Candlestick 4"x12" and 5/8"x6" stack, or equivalent
Ceiling:	Painted gypsum wallboard
Doors:	Solid core wood, wood frame
Lavatory:	Duravit Vero, white, or equivalent
Vanity:	Custom, white lacquer, or equivalent
Faucet:	Fantini, polished chrome, or equivalent
Water Closet:	Toto toilet, cotton, or equivalent
Bathtub:	Zuma, white, or equivalent
Tub/shower Set:	Toto, polished chrome, or equivalent Tub pressure balance trim, Kohler, polished chrome
Shower Head:	Kohler, polished chrome, or equivalent Thermostatic valve, Kohler, polished chrome,
Accessories:	Towel bars, robe hooks, t/p holder: Kohler, polished chrome Medicine Cabinet: Robern, White Trim

Wall mounted hinges, glass to glass hinges, shower door pulls: CR Laurence, polished Chrome

POWDER ROOM

Floor:	Honed Zebra Grey limestone tile from Stone Source, 12"x24", or equivalent
Base:	Subway ceramic tile from Nemo Tile, 3"x6" white with bullnose, or equivalent
Walls:	Gypsum wallboard, Honed Zebra Grey limestone tile from Stone Source, 12"x24", or equivalent
Ceiling:	Painted gypsum wallboard
Doors:	Solid core wood, wood frame_
Lavatory:	Duravit Vero, white, or equivalent Vero towel bar, polished chrome
Faucet:	Fantini, polished chrome, or equivalent
Water Closet:	Toto toilet, cotton, or equivalent
Accessories:	Towel bars, robe hooks, t/p holder: Kohler, polished chrome Mirror

LAUNDRY CLOSET

Floor:	Penny Tiles from Nemo Tile, white matte, or equivalent
Base:	Subway ceramic tile from Nemo Tile, 3"x6" white with bullnose, or equivalent
Walls/ceiling:	Painted gypsum wallboard
Washer:	LG WM3370HVA front load, Graphite, or equivalent.
Dryer:	LG DLEX3370V front load electric dryer, vented, Graphite, or equivalent.

TERRACE – PENTHOUSE

Roof terrace:	24" x 24" concrete pavers by Hanover or equal.
Fences:	Privacy gate: pressure treated wood with painted galvanized steel post base

TERRACE – SHARED

Roof terrace:	24" x 24" concrete pavers by Hanover or equal.

DECK – UNIT 2

Deck:	Painted diamond steel plate Painted steel railing

(WW) COMMERCIAL UNIT FINISHES

COMMERCIAL – 1ST FLOOR

Floor:	Painted Concrete
Base:	None
Walls:	Existing plaster & painted gypsum wallboard
Ceiling:	Existing Plaster
Entry Doors:	Wood and glass

COMMERCIAL – CELLAR STORAGE

Floor:	Painted Concrete
Base:	None
Walls:	Painted existing plaster, new CMU & new gypsum wallboard
Ceiling:	Painted existing Plaster
Doors:	Hollow metal, hollow metal frames

ADA TOILET

Floor:	Penny Tiles from Nemo Tile, white matte, or equivalent
Base:	Subway ceramic tile from Nemo Tile, 3"x6" white with bullnose, or equivalent
Walls:	Painted gypsum wallboard
Ceiling:	Painted gypsum wallboard
Doors:	Solid core wood, wood frame
Lavatory:	Kohler wall mounted, white, or equivalent
Faucet:	Kohler, polished chrome, or equivalent
Water Closet:	Kohler toilet, white, or equivalent
Accessories:	Mirror, towel bars, robe hooks, t/p holder: Bobrick, stainless steel
Ceiling:	Painted gypsum wallboard
Doors:	Hollow metal, hollow metal frames

(X) COMMON AREA FINISHES

LOBBY

Floor:	Porcelain tile from Stone Source, 24"x24" Terra Grigio matte, or equivalent
Base:	Wood
Walls:	Painted gypsum wallboard, wall covering from Maharam, provided by owner; Porcelain tile from Stone Source, 24"x48" white studio matte, or equivalent
Ceiling:	Painted gypsum wallboard
Vestibule Doors:	Glass, frameless

BUILDING STAIRS

Stair:	Painted concrete
Floor:	Painted concrete
Walls:	Painted gypsum wallboard
Ceiling:	Painted gypsum wallboard
Doors:	Hollow metal, hollow metal frames

CELLAR, CORRIDOR

Floor:	Painted concrete
Base:	Wood
Walls:	Painted gypsum wallboard, painted CMU
Ceiling:	Painted gypsum wallboard
Doors:	Hollow metal, hollow metal frames

JANITOR CLOSET (CELLAR)

Floor:	Painted Concrete
Base:	Vinyl base
Walls:	Painted gypsum wallboard
Lavatory:	Swanstone slop sink, white, or equivalent
Faucet:	Moen, polished chrome, or equivalent

ADA TOILET

Floor:	Penny Tiles from Nemo Tile, white matte, or equivalent
Base:	Subway ceramic tile from Nemo Tile, 3"x6" white with bullnose, or equivalent
Walls:	Painted gypsum wallboard
Ceiling:	Painted gypsum wallboard

Doors:	Solid core wood, wood frame
Lavatory:	Kohler wall mounted, white, or equivalent
Faucet:	Kohler, polished chrome, or equivalent
Water Closet:	Kohler toilet, white, or equivalent
Accessories:	Mirror, towel bars, robe hooks, t/p holder: Bobrick, stainless steel
Ceiling:	Painted gypsum wallboard
Doors:	Hollow metal, hollow metal frames

RESIDENTIAL AMENITY SPACE (COMMON ROOM)

Floor:	Painted concrete
Base:	Wood
Walls:	Plaster & painted gypsum wallboard
Ceiling:	Painted gypsum wallboard
Doors:	Hollow metal, hollow metal frame

COMMON TENANT STORAGE ROOM (8 UNITS)

Floor:	Painted concrete
Base:	Vinyl base
Walls:	Painted CMU
Ceiling:	Painted gypsum wallboard
Doors:	Hollow metal, hollow metal frame
Other:	Storage cages, chain link with metal frame

CELLAR, SINGLE TENANT STORAGE ROOM (1 UNIT)

Floor:	Painted concrete
Base:	Vinyl base
Walls:	Painted CMU
Ceiling:	Painted gypsum wallboard
Doors:	Hollow metal, hollow metal frame

MECHANICAL AND METER ROOMS

Floor:	Painted concrete
Base:	Vinyl base
Walls:	Painted CMU
Ceiling:	Painted gypsum wallboard
Doors:	Hollow metal, hollow metal frame

ELEVATOR CONTROL ROOM

Floor:	Painted concrete
Base:	Vinyl base
Walls:	Painted masonry
Ceiling:	Painted concrete
Doors:	Hollow metal, hollow metal frame

(Z) ADDITIONAL INFORMATION

No drywall materials known to contain "sulfide" are scheduled to be incorporated into the building.

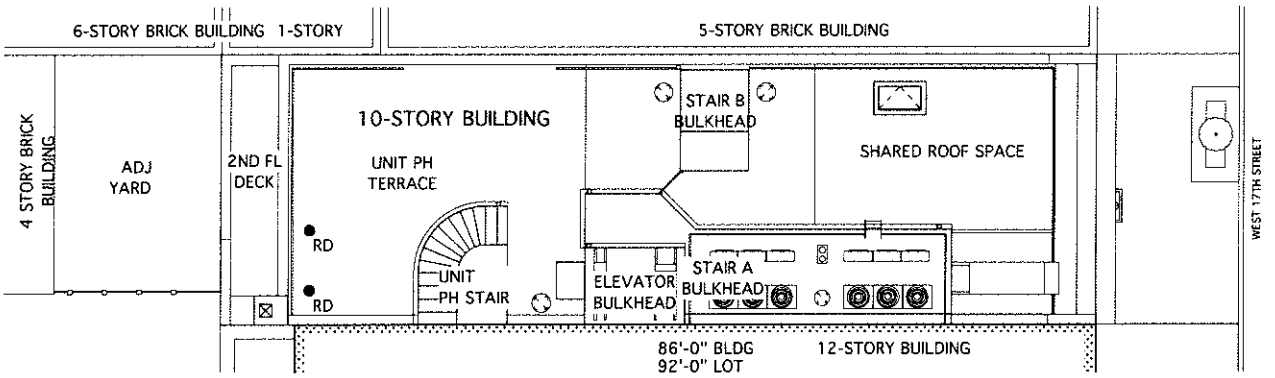
The following documents will be transmitted by the Sponsor to the Condominium Management upon transfer of control:

•Digital (pdf) copies of the latest issued construction drawings;

•Digital (pdf) copies of approved shop drawings;
•Manufacturer's manuals for commissioning, operation, and maintenance of equipment and systems as furnished and installed;
•Equipment warranties;
•Manufacturer's roofing warranty;
•Final test & balance report for HVAC system;

EXHIBIT 5

FLOOR PLANS

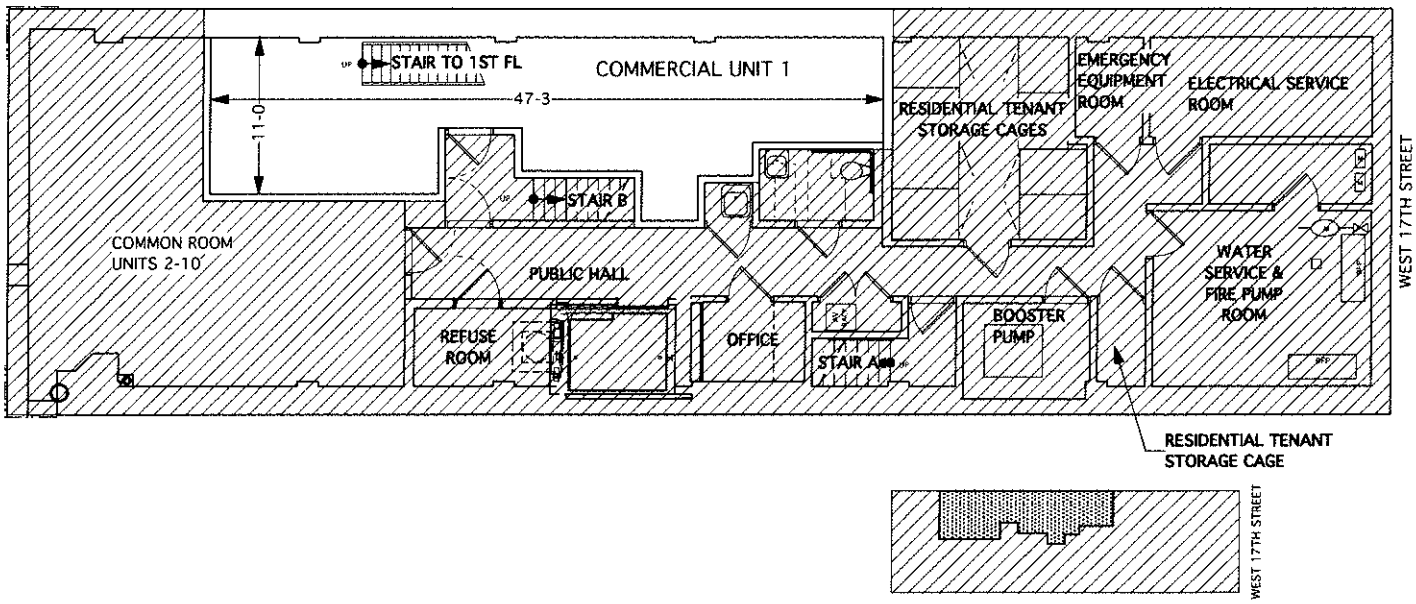


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SITE PLAN

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NOTE:
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES.



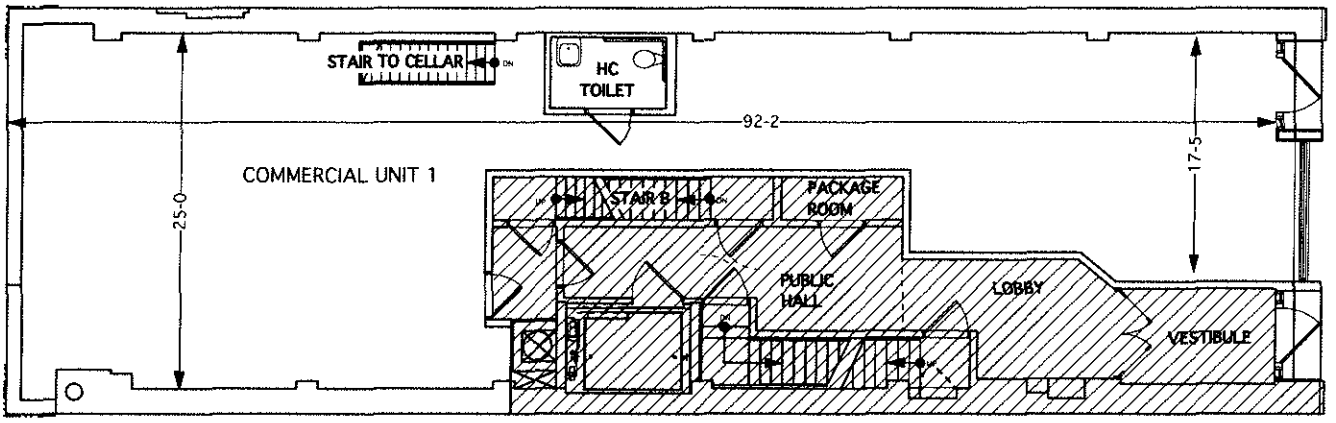
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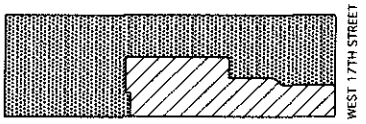
COMMERCIAL- CELLAR

CELLAR	588 SF
FLOOR 1	1869 SF
UNIT TOTAL	2457 SF

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NOTE:
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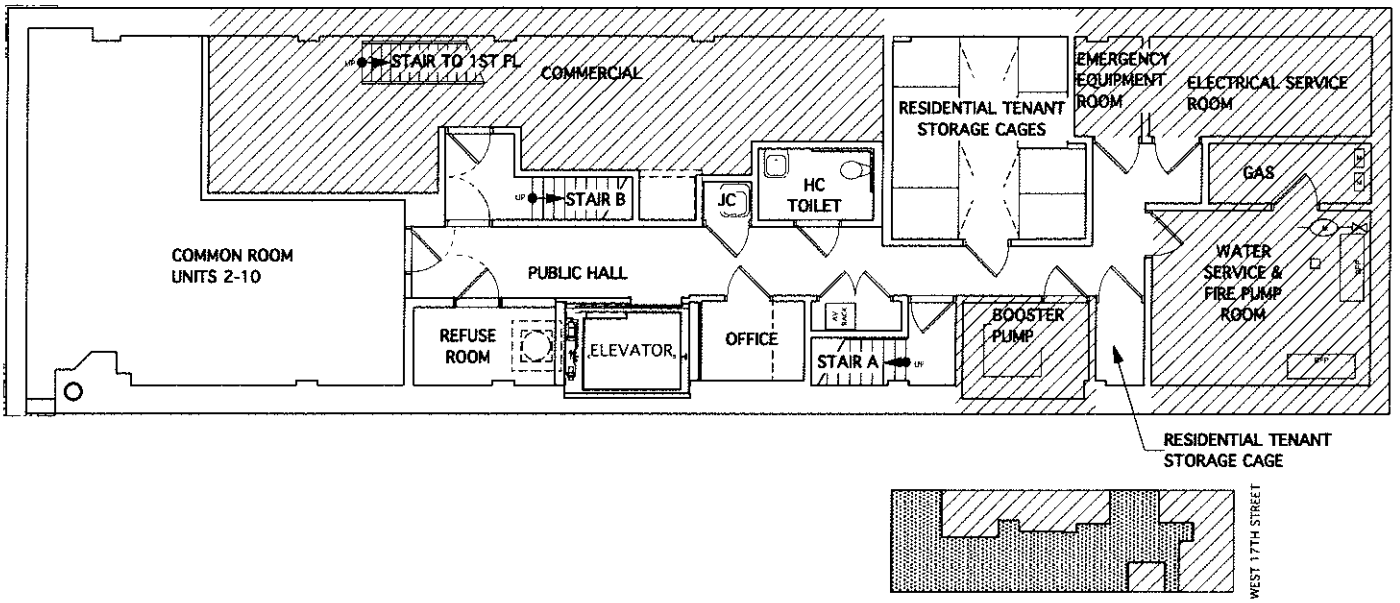
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COMMERCIAL- 1ST FLOOR

CELLAR	588 SF
FLOOR 1	1869 SF
UNIT TOTAL	2457 SF

0 5 10 20

NOTE:
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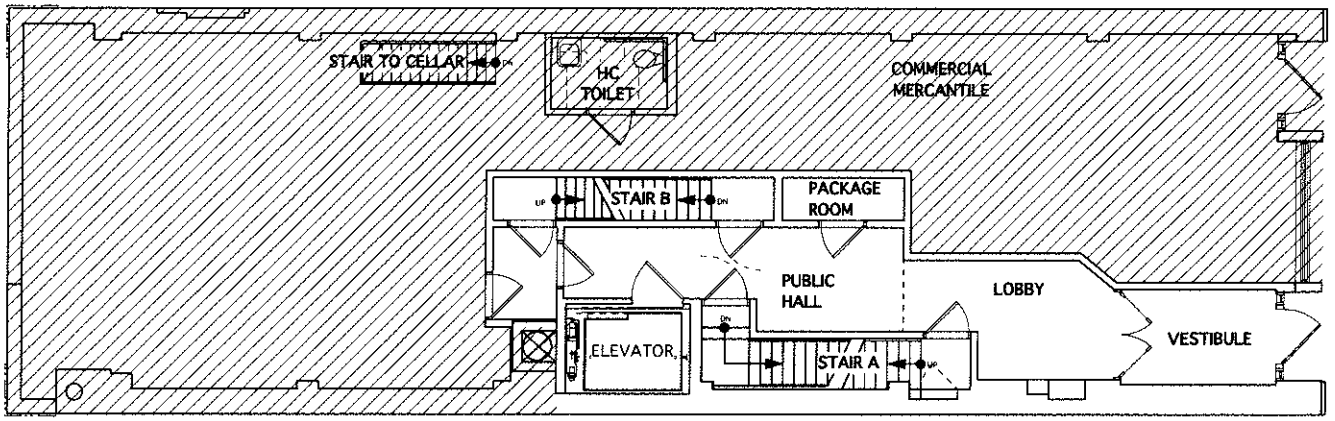


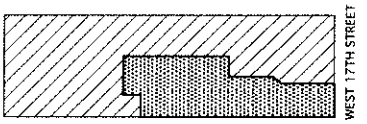
CELLAR - RESIDENTIAL

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NOTE:
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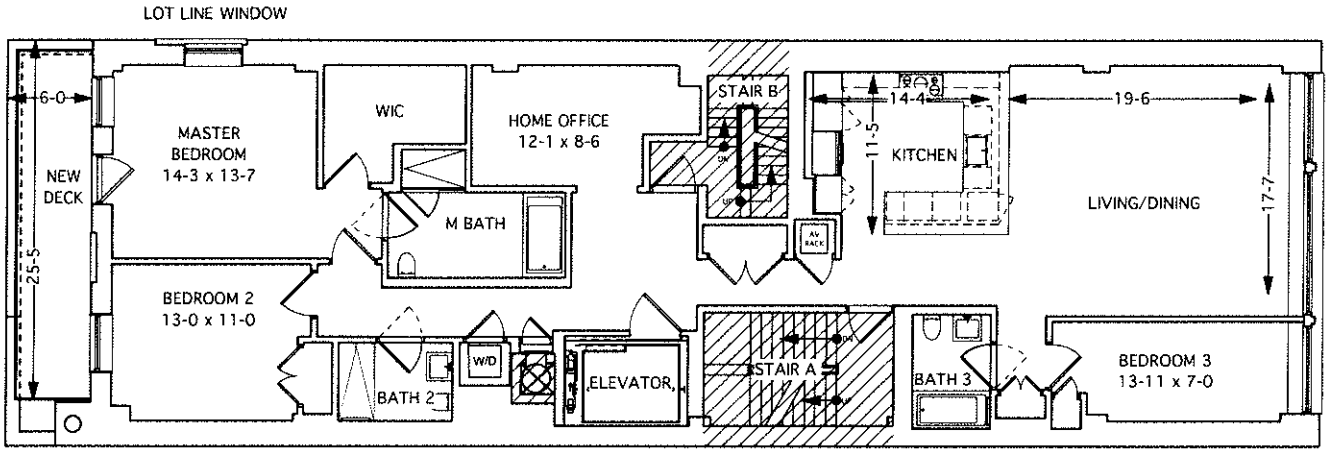


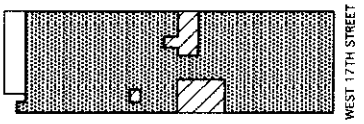
FLOOR 1- RESIDENTIAL

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NOTE:
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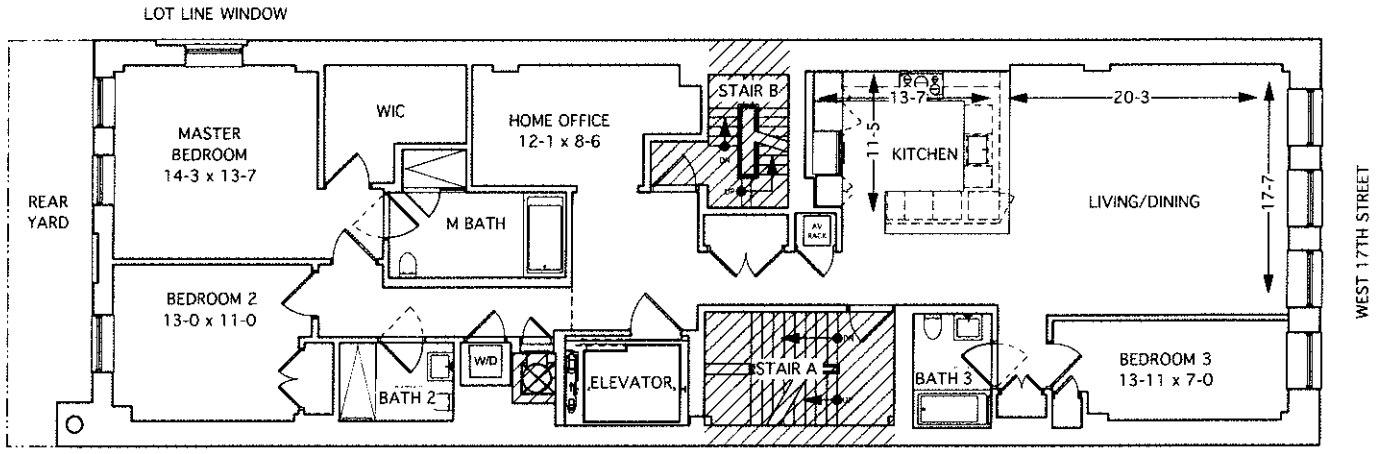
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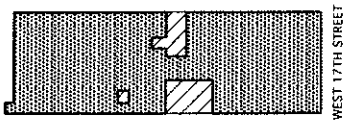
UNIT 2

FLOOR 2	2,228 SF
OUTDOOR SPACE	153 SF

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NOTE:
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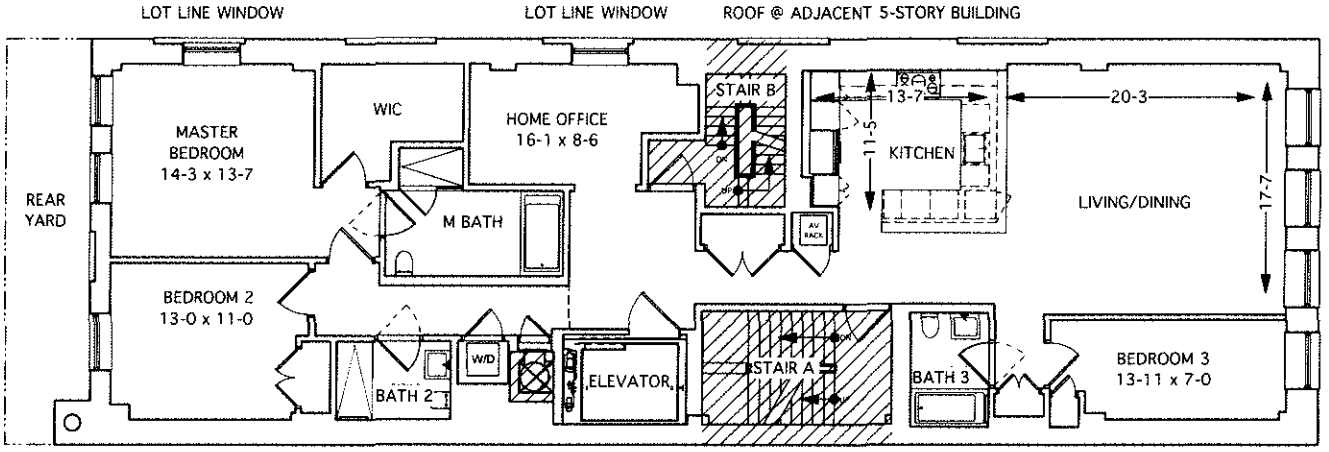
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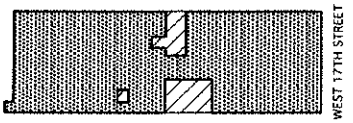
UNITS 3 & 4

UNIT 3- FLOOR 3	2,245 SF
UNIT 4- FLOOR 4	2,245 SF

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NOTE:
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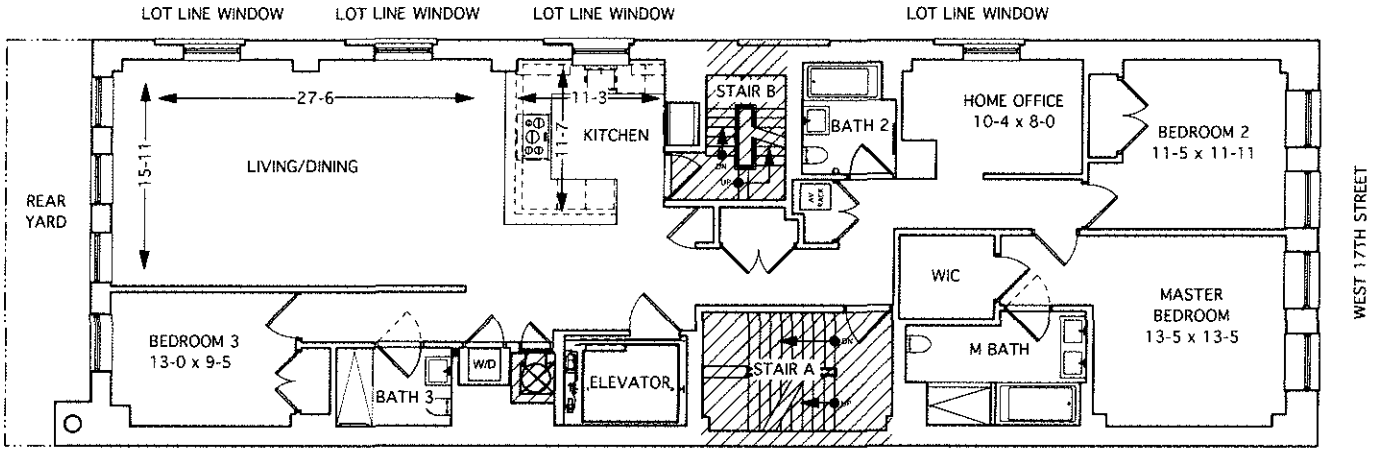
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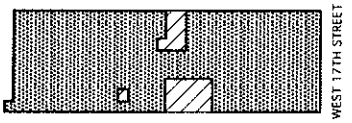
UNIT 5

FLOOR 5 2,245 SF

0 5 10 20

NOTE:
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES.





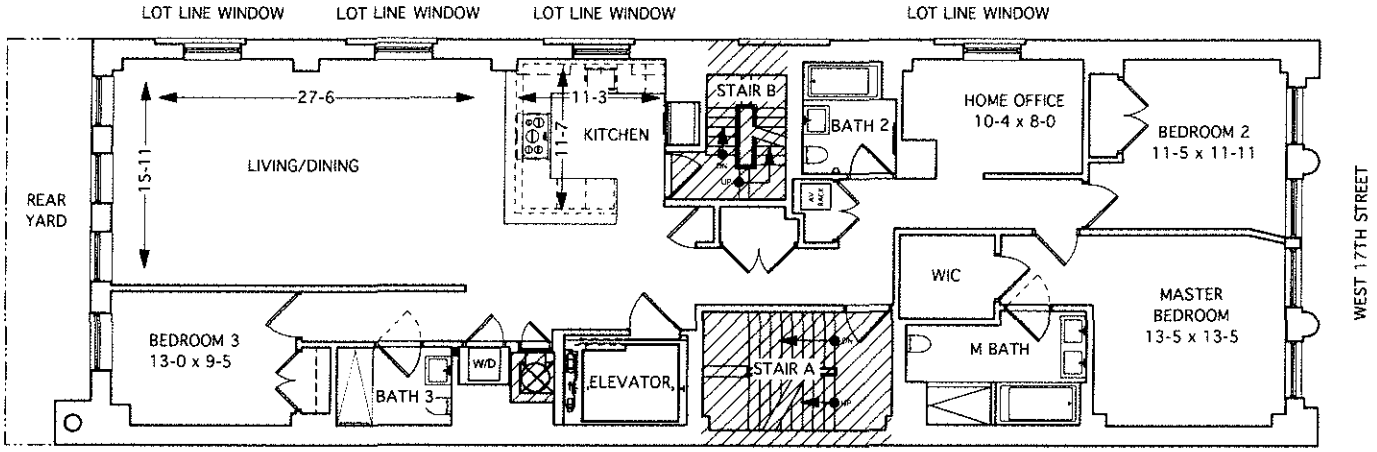
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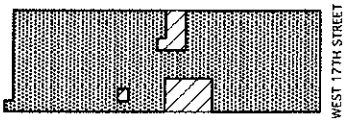
UNITS 6, 7, 8

UNIT 6- FLOOR 6	2,253 SF
UNIT 7- FLOOR 7	2,253 SF
UNIT 8- FLOOR 8	2,253 SF

0 5 10 20

NOTE:
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES.





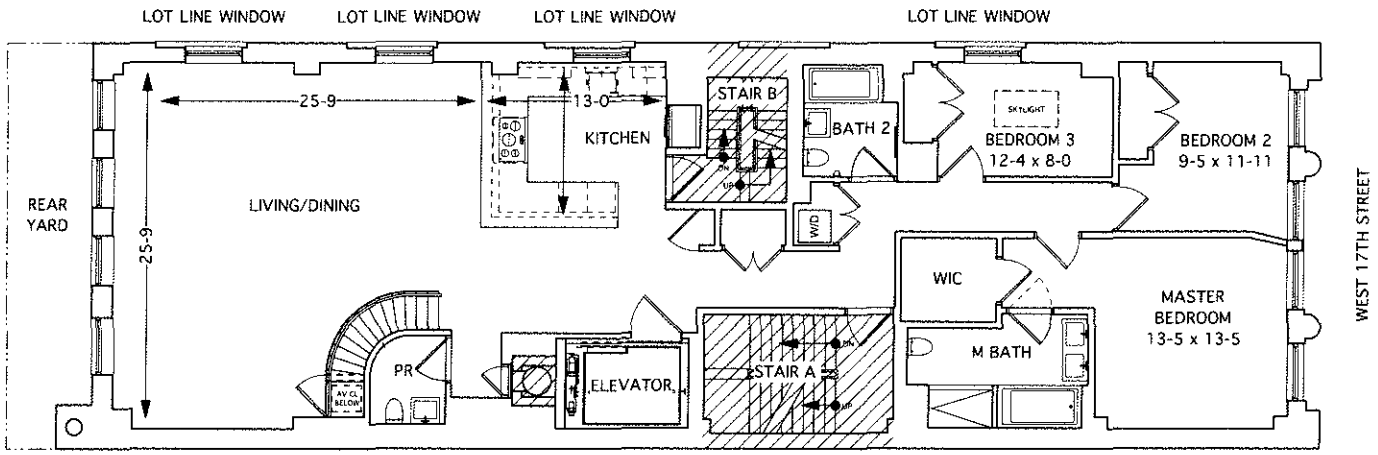
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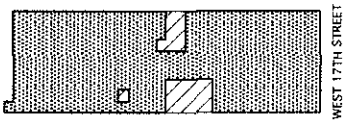
UNIT 9

FLOOR 9 2,231 SF

0 5 10 20

NOTE:
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES.





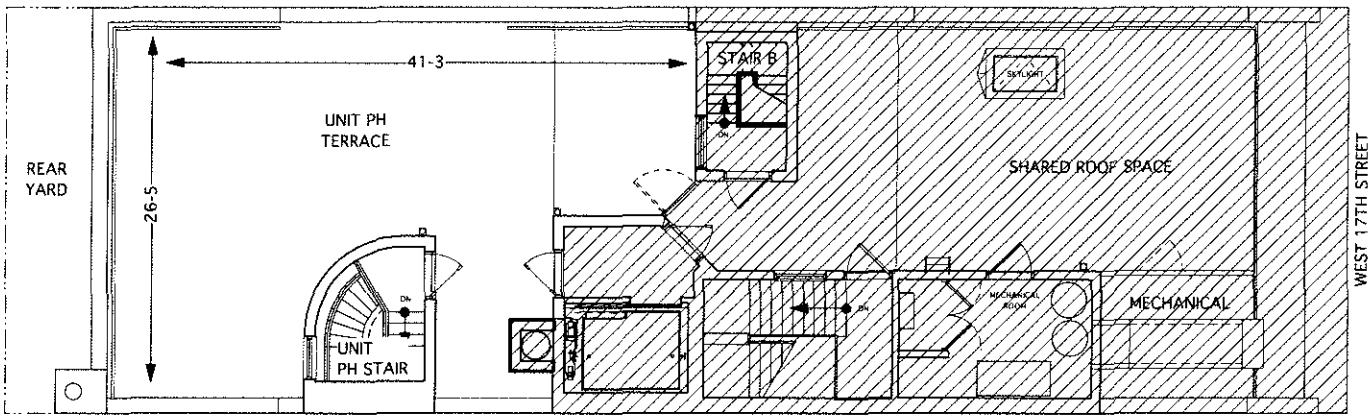
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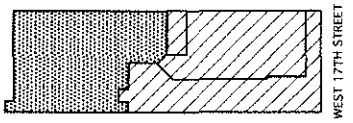
UNIT PH - FLOOR 10

FLOOR 10	2,231SF
ROOF LEVEL	104 SF
UNIT TOTAL	2,335 SF
ROOF TERRACE	854 SF

0 5 10 20

NOTE:
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES.





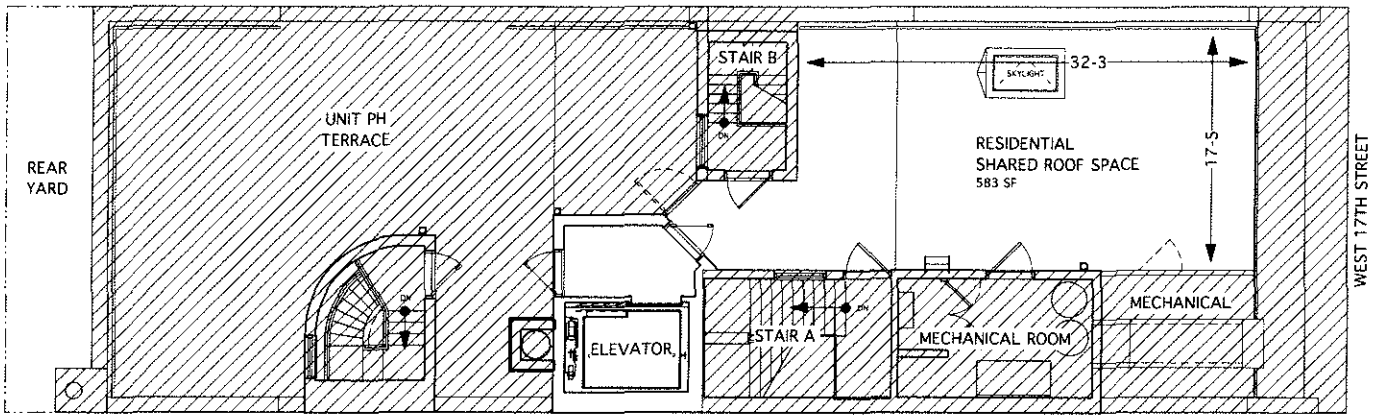
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UNIT PH - ROOF

FLOOR 10	2,231SF
ROOF LEVEL	104 SF
UNIT TOTAL	2,335 SF
ROOF TERRACE	854 SF

0 5 10 20

NOTE:
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES.

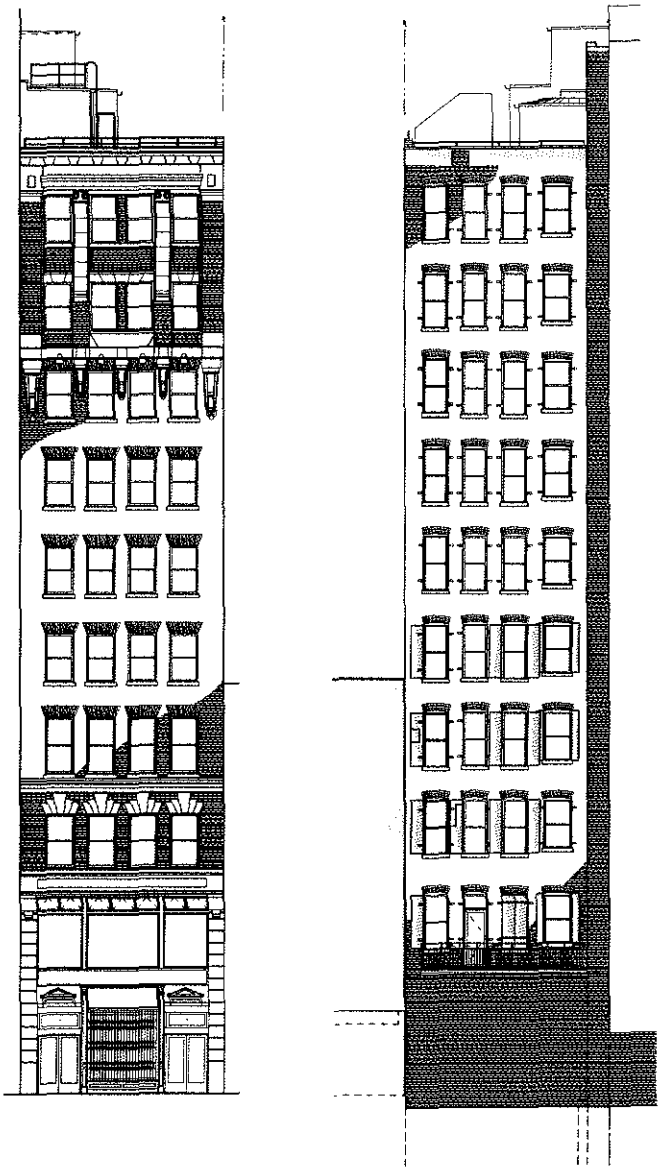


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RESIDENTIAL ROOF SPACE

0 5 10 20

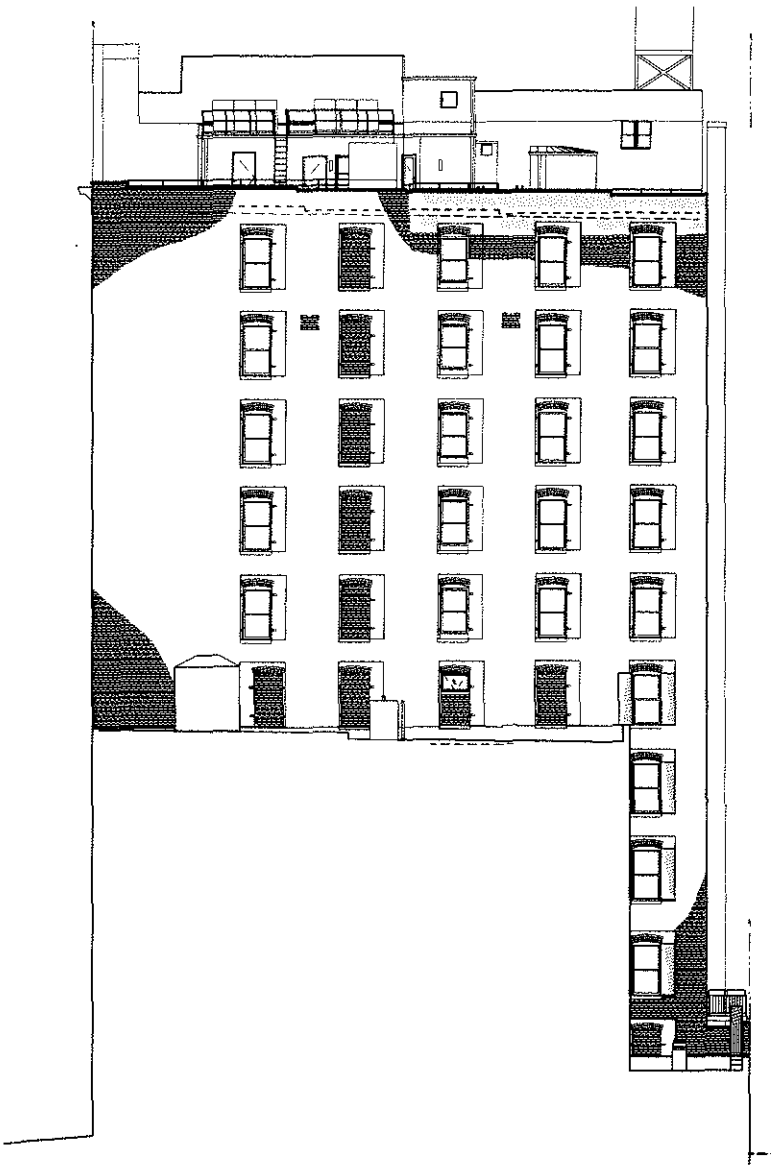
NOTE:
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES.



FRONT & REAR FACADES

0 5 10 20 30

NOTE:
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES.



WEST FACADE

0 5 10 20 30

NOTE:
ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO NORMAL CONSTRUCTION VARIANCES.

EXHIBIT 6

CONDOMINIUM DECLARATION

DECLARATION
ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP
OF THE PREMISES
KNOWN AS AND BY THE STREET NUMBER
34 WEST 17TH STREET
NEW YORK, NEW YORK 10011

Pursuant to Article 9-B

of the Real Property Law of the State of New York

1.	Name	2.	**34 West 17th Street Condominium**
3.		4.	
5.	Declarant	6.	**34 17th Street Project LLC**
7.		8.	
9.	Date of Declaration	10.	, 201
11.			

The land affected by the within instrument lies in Block 818 (n/k/a/ Lots ____ to ____) on the Tax Map of the Borough of Manhattan, City of New York.

WARSHAW BURSTEIN, LLP
Attorneys for Declarant
555 Fifth Avenue
New York, New York 10017
Attention: HARVEY KRASNER, Esq.

DECLARATION OF 34 WEST 17TH STREET CONDOMINIUM

(Pursuant to Article 9-B of the Real Property Law of the State of New York)

34 17th Street Project LLC, a New York limited liability company, having an office at c/o Atkins & Breskin, L.L.C., 133 Norfolk Street, New York, New York 10002 (herein referred to as the "Declarant"), does hereby declare as follows:

1. Submission of the Property.

The Declarant is the fee owner of the "Property" as such term is defined below and hereby submits the Land (hereinafter defined) and Building (hereinafter defined) and all other property, real, personal or mixed, intended for use in connection therewith (collectively the "Property"), to the provisions of Article 9-B of the Real Property Law of the State of New York (the "Condominium Act"), and pursuant thereto does hereby establish a condominium to be known as "34 West 17th Street Condominium" (sometimes herein referred to as the "Condominium"), excepting from this submission any present and future Floor Area Development Rights appurtenant to the zoning lot on which the Land is located in excess of the Floor Area Development Rights utilized by the Building following the completion of plans filed with and approved by the New York City Department of Buildings as of the date of this Declaration.

2. The Land.

The Property consists, in part, of all that certain tract, plot, piece and parcel of land situate, lying and being in the County of New York, City and State of New York, more particularly described in Schedule A annexed hereto and made a part hereof, together with all easements, rights, privileges and hereditaments appurtenant thereto (collectively sometimes herein referred to as the "Land"). The Land is owned by the Declarant in fee simple.

3. The Building.

The Property consists in part of a building known as 34 West 17th Street, New York, New York 10011, the exterior of which is constructed primarily of masonry. The Building contains a cellar, six stories at or above grade, numbered 1 through 6 (including a roof-level penthouse), and roof. The Building together with all other improvements now or hereafter erected thereon or on the Land are sometimes herein referred to as the "Building."

4. The Units.

Schedule B annexed hereto and made a part hereof sets forth the following data with respect to each unit of the Condominium necessary for the proper identification thereof: unit designation, tax lot number, approximate area, Limited Common Elements, if any, appurtenant to the Unit, Common Elements (hereinafter defined) to which the unit has immediate access and percentage interest of each unit in the Common Elements (sometimes herein referred to as the "Common Interest"). The location of each unit is shown on the floor plans of the Building

certified by Hustvedt Cutler Architects and intended to be filed in the office of the Register of the City of New York in New York County contemporaneously with the recording of the Declaration (herein referred to as the "Floor Plans").

As shown on the Floor Plans, the Condominium consists of ten (10) condominium units designated on the Floor Plans as (i) one commercial unit, comprising portions of the cellar and first floor of the Building; and (ii) nine (9) residential condominium units comprising portions of the second through floors of the Building plus a penthouse. The Commercial Unit is hereinafter sometimes referred to as the "Commercial Unit." The Residential Units are hereinafter sometimes collectively referred to as "Residential Units" and individually referred to as a "Residential Unit." The Commercial Unit and Residential Units are sometimes collectively referred to as "Units" and individually referred to as "Unit".

The owner of the Commercial Unit is hereinafter referred to as the "Commercial Unit Owner." The owners of the Residential Units are hereinafter sometimes collectively referred to as "Residential Unit Owners" and individually referred to as a "Residential Unit Owner." The Commercial Unit Owner, and Residential Unit Owners are sometimes collectively referred to as the "Unit Owners" and individually referred to as a "Unit Owner."

The approximate physical area of each Residential Unit and the Commercial Unit, taken horizontally, shall extend to: (i) the exterior face of any exterior walls directly enclosing the Unit, except that the Unit shall not extend beyond the property line; (ii) the centerline of any wall or partition separating the Unit from another Unit; (iii) the non-Unit side of any wall or partition separating the Unit from any corridor, stairs, or mechanical equipment space, where those elements do not exclusively serve the Unit; (iv) the shaftway side of any wall or partition separating the Unit from the elevator shaft except where the elevator stop at the floor of the Unit exclusively serves the Unit, in which case the shaftway shall be included in the area of the Unit.

Vertically, each Unit shall consist of the space between the top of the concrete slab or wood subfloor at the lowest floor level of the unit to the underside of the subfloor or sheathing of the floor or roof above the highest floor of the unit.

Any Common Elements located within any Unit shall not be considered as part of that Unit.

Each of the Units is subject to such encroachments as are described in Section 10 of this Declaration.

5. Common Elements.

A. The Common Elements of the Condominium ("Common Elements") shall consist of all parts of the Property other than the Units and are comprised of (i) the general common elements (the "General Common Elements"), residential common elements (the "Residential Common Elements"), and the limited common elements (the "Limited Common Elements");

B. The Residential Common Elements of the Condominium consist of those Common Elements which serve or benefit exclusively the Residential Units and which are

identified as Residential Common Elements on the Floor Plans, or which are created pursuant to the terms of this Declaration (including, without limitation, the provisions of Section 9 below).

C. The Limited Common Elements of the Condominium consist of those Common Elements which serve or benefit exclusively a particular Unit and which are identified as a Limited Common Element on the Floor Plans, or which are created pursuant to the terms of this Declaration (including, without limitation, the provisions of Section 9 below). In addition, if any two Units which have access to the same shared hallway shall at any time be owned of record by the same owner (other than by the Declarant or its designee), such hallway shall thereafter be treated as a Limited Common Element until such time as such Units shall have different owners; provided that once such Units shall again have different owners, such hallway shall revert to the status of a General Common Element. A Common Element which is not a Residential Common Element or as Limited Common Element is a "General Common Element";

D. The General Common Elements of the Condominium consist of the parts of the Property designated on the Floor Plans as General Common Elements and/or as Common Elements (exclusive of Common Elements, if any, designated on the Floor Plans as Residential Common Elements or Limited Common Elements or which are re-designated as Residential Common Elements or Limited Common Elements pursuant to the terms of this Declaration including Sections 5 and 9 hereof. General Common Elements are further described in Schedule C annexed hereto and incorporated hereto by reference.

6. Determination of Common Interest in the Common Elements.

The Common Interest of each Unit in the Common Elements is set forth in Schedule B and has been determined by the Declarant in accordance with Real Property Law Section 339-I.1(iv), based upon floor space, subject to the location of such space and additional factors of relative value of such space to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the Unit.

7. Use of the Building and Units.

The Building is presently used or will be used as a class A multiple dwelling with commercial space located on the first floor and cellar.

The Residential Units (and any Commercial Unit which is converted to residential use in compliance with all applicable legal requirements for such use) may be used solely for dwelling purposes and such "home occupation" use under the Zoning Resolution of the City of New York as may be permitted by law.

The Commercial Unit (so long as it remains a commercial unit) may be used for any lawful purpose permitted under the Zoning Resolution of the City of New York and other applicable law, but not for any obscene or noxious purpose or any purpose that will regularly cause noise in excess of that normally tolerated in a luxury New York City residential condominium building.

The Declarant or its designees shall have the right to maintain a general or sales office in any Unit owned by any of them and to use any Unit owned by any of them as a model and for other promotional purposes in connection with the sale or lease of Units in the Condominium.

8. Person to Receive Service.

The Secretary of State of the State of New York is designated as agent of the Board of Managers of the Condominium (the "Board of Managers" or the "Board" as further defined in Schedule C) upon whom process against it may be served at the Office of the New York State Department of State in the manner provided by applicable law. The Board of Managers shall file with the Secretary of State the name and post office address of the Condominium for purposes of receiving copies of any process served against the Board of Managers.

9. Right to Combine, Subdivide or Realign Units.

Notwithstanding any other provision of the Declaration or By-Laws (hereinafter defined), Declarant and its designees shall have the right, without the consent of any of the other Unit Owners, or the Board of Managers or the mortgagee of any Unit, from time to time, to (a) change its Unit or any part thereof by changing the layout, number of rooms, or size or number of such Unit or by subdividing the same into any desired number of condominium units (or by combining any units resulting from any such subdivision); (b) create and designate a Limited Common Element for the exclusive use of the newly created Units; (c) convert space or constituents of its Unit into a newly designated Limited Common Element and/or convert and designate a Limited Common Element as a part of the newly created condominium units; (d) combine Units with the consent only of the owners of such Units to be combined; (e) reapportion among any newly created condominium unit(s) resulting from any subdivision (or combination) as provided above the Common Interest appurtenant to the Units; (f) construct, install, maintain, repair, replace or alter a storefront, facade or other exterior portion of such Unit, (g) dedicate any or all utility, sewer, telecommunications or cable television and drainage easements in any portion of the Property to any governmental body, public benefit corporation, telecommunications or cable television company or utility company if the Declarant or designee of Declarant shall deem it necessary or desirable for the proper operation and maintenance of its Unit(s), the Property or any portion thereof and (h) amend the certificate of occupancy of the Building or obtain a new certificate of occupancy therefor in connection with the exercise of any of its rights under this Section 9. However, by reason of the foregoing, the Common Interest of the other Units shall not be enlarged unless the affected Unit Owner consents thereto, except that Limited Common Elements may be created for the exclusive use of any or all of the aforesaid subdivided (or combined) Units as provided above, in which event the Common Expenses exclusively attributable to such Limited Common Elements shall be borne by the owners of such subdivided (or combined) Units. The Declarant and/or its designees, as the case may be, shall each have the right to reflect any of the matters described above in a duly recorded amendment to the Declaration (and the obligation to do so in case clause (a) above applies) or the By-Laws or the Floor Plans, and may further amend the Declaration and By-Laws to provide for the conduct of the affairs of a Unit as subdivided in any manner which does not increase the obligations or decrease the rights of any of the other Unit Owners under the Declaration or the

By-Laws, which amendment and the recording thereof shall not require the consent of the Board of Managers and/or other Unit Owners.

The Commercial Unit Owner may, subject to compliance with all applicable law, but without the consent of any of the other Unit Owners, or the Board of Managers or the mortgagee of any Unit, from time to time, (a) change its Unit or any part thereof by changing the layout, number of rooms, or size or number of such rooms. In making any additions, alterations, or improvements pursuant to this Section 9, the Commercial Unit Owner shall (i) make all reasonable efforts to minimize any interference with the other Unit Owners' use and enjoyment and business conduct in their Units for permitted purposes; (ii) comply with all laws, ordinances and governmental authorities having jurisdiction and (iii) hold the Board of Managers and the other Unit Owners harmless from any liability arising therefrom.

The consent of the Board of Managers and/or other Unit Owners shall not be required for the exercise by the Declarant or its designees, as the case may be, of the rights and powers set forth in this Section 9 or in Section 11 below. Neither the provisions of this Section 9 (or of Section 11 below) nor any of the other rights and powers of the Declarant or its designees, as the case may be, under this Declaration or the By-Laws, including without limitation the authority of the Declarant or its designees, as the case may be, to record an amendment of the Declaration or By-Laws or the Floor Plans pursuant to this Section 9, may be modified or deleted by amendment of the Declaration or By-Laws or otherwise. The signatures of the other Unit Owners and/or Board of Managers shall not be required in connection with any amendment to the Declaration or By-Laws or Floor Plans permitted above or to any application or other document necessary or convenient to the exercise by the Declarant or its designees, as the case may be, of any of their rights or powers under this Section 9 or under Section 11 below, including but not limited to any application or document required by the Department of Buildings, the Real Property Assessment Bureau of the City of New York or any other governmental agency in connection with an amendment to the certificate of occupancy of the Building or the establishment of separate tax lots for any newly created Units and reapportionment of assessed valuation by reason thereof. Nevertheless, the Unit Owners and the Board of Managers shall execute any such amendments, applications or other documents and they hereby grant to the Declarant and/or its designees, an irrevocable power of attorney coupled with an interest and granted for a valuable consideration to execute, deliver and/or record any such amendments, applications or other documents on behalf of the Board of Managers and Unit Owners, and any such execution, delivery and/or recording shall not require the consent of the Board of Managers or the Unit Owners.

10. Encroachments.

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 Declarant or its designees, such encroachment shall occur, then a valid easement for the encroachment and for the maintenance of the same, so long as the Building stands, shall exist. 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.

11. Certain Easements and Right of Entry.

Each Unit Owner shall have an easement in common with the other Unit Owners for the use, maintenance, repair and replacement of all Utility Facilities and other Common Elements located in any of the other Units or elsewhere in the Property and serving his 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 Utility Facilities and other Common Elements serving such other Units and located in such Unit. The Board of Managers shall have a right of access to each Unit to inspect the same, to prevent damage thereto, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Property subject to any restrictions on such right as may from time to time be provided in the By-Laws. 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 Declarant and any of its affiliates or designees and their successors, assigns, invitees, licensees, contractors, employees and tenants, shall have an easement in, on, over and across all areas of the Property for ingress to and egress from all land areas of the Property and the use thereof (in common with Unit Owners) for construction of the Building, or any part thereof, the inspection, maintenance and performance of alterations, replacements, and repairs in or about Units owned by the Declarant or its designees or the Common Elements and in fulfilling the Declarant's obligations under the condominium offering plan promulgated by the Declarant for the Property (the "Plan") and for any other lawful purpose provided (i) Declarant or such other party repairs any resulting damage to the Unit or Common Elements, as the case may be, and restores the damaged portion to substantially the condition it was in prior to such entry and (ii) Declarant provides reasonable prior notice to the owner of the Unit to which access is required or the Board in the case of the Common Elements.

Declarant and/or its designees shall have an easement, without the necessity of obtaining the consent of the Board of Managers and/or Unit Owners over any part of the Property, including each Unit and the Common Elements, in order to inspect, maintain, repair, replace or alter its Units or the Common Elements as provided in this Declaration and the By-Laws.

Declarant and/or its designees and the Commercial Unit Owner (to the extent applicable to such Unit Owner's Commercial Unit), shall have an easement without the necessity of obtaining the consent of the Board of Managers and/or Unit Owners (1) over the Property and the Common Elements, and the Commercial Unit, for access to and to construct, install, erect, inspect, maintain, repair, operate, use and replace from time to time one or more Signs (as hereinafter defined) on the Property (including, without limitation on any Common Element, storefront, exterior facade, lobby or any other public portion of the Property) for the purposes of advertising or any other legal purpose, including advertising of the sale of Units and the leasing

of the Units or of space in any of the Units or advertising any of the services and/or facilities of such Commercial Unit or Commercial Unit Owner or the services and/or facilities of any tenant occupying such Commercial Unit. Such rights of Declarant are "Declarant's Signage Rights." Declarant's Signage Rights shall include the right to collect and retain all revenues of any type whatsoever derived from such Signage Rights and/or such Signs, and the right to grant to any party (whether or not a Unit Owner) the foregoing Signage 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 such Signage Rights. The rights of Sponsor are paramount over the rights of the Condominium Board to permit the installation of such signage or advertising. Declarant's Signage Rights shall prevail over any similar installations that may be made by the Condominium Board. In no event may the Condominium Board approve the installation of any signage or advertising in any location in which Declarant has permitted signage or advertising to be installed or in any location that would interfere with such equipment or the installation of such signage or advertising as has been permitted by Sponsor. In addition, Declarant (and the Commercial Unit Owners (to the extent applicable to such Unit Owner's Commercial Unit only) shall have an easement without the necessity of obtaining the consent of the Board of Managers and/or Unit Owners (1) over, with respect to the Commercial Unit Owner, subject to the Declarant's Signage Rights, the Common Elements other than Residential Common Elements or Limited Common Elements, and, with respect to Declarant and/or its designee, the Common Elements and each Unit (2) over the Property and the Common Elements, and, with respect to Declarant and/or its designee, each Unit, in connection with the sales and/or leasing of Units and /or any portion thereof; (3) over the Property and the Common Elements, and, with respect to Declarant and/or its designee, each Unit, for access to and to construct, install, erect, inspect, maintain, repair, operate, use and replace from time to time an entrance door or other exterior portion adjacent to either or both of the Commercial Units; (4) (subject to notice requirements in the case of the Commercial Unit Owner) over any part of the Property, each Unit and the Common Elements (including, without limitation, the stairways, walkways, elevators, vestibules and other public spaces within the Property) for purposes of access to and for all purposes in connection with the installation (whether on Common Elements or within its Unit), inspection, maintenance, repair, operation, improvement or use of any of the following serving the Commercial Unit or any portion thereof: the Utility Facilities, security system alarms, gates, electric eyes or video cameras, systems and devices, in each case, located anywhere on the Property. Notwithstanding the foregoing, for so long as Declarant owns any Units, the Commercial Unit Owner may only install such Signs on the exterior of the Building as shall be approved, in writing, by the Declarant or its designee, and in no case shall a neon sign be installed on the exterior of the Building by the Commercial Unit Owner without the prior written approval of the Declarant or its designee.

The Common Elements shall be subject to easements in favor of such communications firm(s) as may be selected by Declarant as may be described in such written agreements as may be entered into by Declarant, for the installation, maintenance, repair, replacement and removal of cellular equipment, cable, internet, a satellite dish and antennas and any and all similar or dissimilar 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 communications 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.

Declarant shall have the exclusive right, without obtaining the consent of the Board and shall have all necessary or convenient access to install, erect, construct, inspect, operate, use, maintain, repair and replace or alter Building roof antennas, Service Equipment, cellular telephone, communications, satellite dishes, cable, internet and similar or dissimilar equipment on any and all parts of the Property (including the Units and the Common Elements) including, without limitation, the roof (except on any Limited Common Element appurtenant to a Unit) and, shall have an easement through the Common Elements to install, erect, construct, inspect, operate, use, maintain, repair and replace or alter such wires, conduits, cables and similar equipment servicing or otherwise required or convenient in connection with the installation, existence, servicing, maintenance, repair and/or replacement of any such antennas, communication or similar or dissimilar equipment (collectively, "Communications Rights"). Declarant shall be entitled to collect and retain all revenues of any type whatsoever derived from Communication Rights and/or such equipment. Declarant shall have the right to grant to any party (whether or not a Unit Owner) the foregoing 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 such Communications Rights. The Communications Rights described above are in addition to any communications systems serving the Unit Owners. All Communications Rights granted to the Declarant shall be paramount over any similar rights and installations that may be made by the Condominium Board. In no event shall the Condominium Board approve the installation of any equipment of the type described herein or other equipment, in any location that would interfere any installation and operation of any such equipment by Declarant or successors assignees, lessees or licensees. Each Unit Owner shall provide Declarant and any such grantee(s) and successors and assigns with access to his Unit on reasonable notice. The foregoing easements shall be exercised in such manner as not to unreasonably disrupt the use by Unit Owners of their respective Units.

The Commercial Unit shall have the following easement rights through the Residential Common Elements for its successors, assigns, invitees, tenants, licensees, contractors, and employees, but the Commercial Unit Owner shall have no other right of access to the Residential Common Elements:

(a) From the Commercial Unit in and through the Residential Lobby to the exterior door of such Lobby for emergency egress only; and

(b) In and to the stairways, corridors, and landings of the Building, from the cellar through the 10th floor, subject to notice requirements, for access to the roof for maintenance, repair and replacement of the mechanical equipment used for heating and air conditioning of the Commercial Unit.

The Board of Managers shall not change or otherwise alter the means of access to the Commercial Unit without prior written consent of the Owner of such Unit, which consent may be granted or withheld in the sole and absolute discretion of such Commercial Unit Owner.

The Declarant and its designees, as the case may be, (without the necessity of obtaining the consent of the Board of Managers or the Unit Owners) and the Board of Managers (without the necessity of obtaining the consent of the Unit Owners) shall each have the right to establish, grant and create easements for any additional electric, transformer, amplifier, gas, cable television, fiber optic telephone, water, sewer or other utility lines, flues, ducts and appurtenances (including such equipment rooms as may be required in connection with any of the foregoing) in, under and through the Property including, without limitation, within any of the Units, and to relocate any existing utility, sewer and drainage easements in any portion of the Property including, without limitation, within any of the Units, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of a Unit (or the Limited Common Elements appurtenant thereto) after construction thereof without the consent of the owner of such Unit.

As used in this Section 11 and elsewhere in this Declaration, the terms shall have the respective meanings set forth in Schedule C hereto.

12. Power of Attorney to Declarant and to Board of Managers.

Each Unit Owner shall grant to the persons who shall from time to time constitute the Board of Managers an irrevocable power of attorney coupled with an interest and granted for a valuable consideration to (a) acquire title to or an interest in any Unit which a Unit Owner decides to surrender, sell or lease, in the name of the Board of Managers or its designees, corporate or otherwise, on behalf of all Unit Owners, (b) convey, sell, lease, mortgage, or otherwise deal with (but not to cast the votes appurtenant to) any Units acquired by the Board of Managers, (c) execute, acknowledge and deliver (i) any application, declaration or other document which the Board of Managers or a Unit Owner deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of any governmental authority (including without limitation, the New York City Department of Buildings, the City Planning Commission and the Board of Standards and Appeals), applicable to the maintenance, demolition, construction, alteration, repair, improvement or restoration of a Unit or the Common Elements or combination or subdivision of a Unit permitted hereunder or (ii) any application, consent, covenant, restriction, easement, declaration, or other document affecting a Unit or the Common Elements as may be required or permitted under this Declaration or (iii) any amendment to the Declaration that the Board of Managers is authorized to execute pursuant to Section 16 below.

In addition, each Unit Owner shall grant to Declarant an irrevocable power of attorney coupled with an interest and granted for valuable consideration, to execute, acknowledge and deliver any application, declaration, document or other instrument affecting the Condominium that Declarant deems necessary or appropriate to comply with any Law, zoning resolution, or requirement of the Department of Buildings, or any other governmental authority applicable to the rehabilitation, maintenance, demolition, alteration, restoration, or repair of the Property or any part thereof.

Each Residential Unit Owner (i) acknowledges that the Condominium intends to elect to be excluded from all of Subchapter K of Chapter 1 of the Internal Revenue Code of 1986 for its

first taxable year and all subsequent taxable years; (ii) hereby elects that the Condominium be so excluded; and (iii) agrees not to exercise the right granted to him by Section 1.76-2 (c)(3) of the Treasury Regulations to notify the Commissioner of Internal Revenue that he wishes to have Subchapter K apply to the Condominium.

13. Acquisition of Units by Board of Managers.

If a Unit Owner shall surrender his Unit together with (i) the undivided interest in the Common Elements appurtenant thereto, (ii) the interest of such Unit Owner in any other Units acquired by the Board of Managers or its designees on behalf of the other Unit Owners or the proceeds of the sale or lease thereof if any, and (iii) the interest of such Unit Owner in any other asset of the Condominium (hereinafter collectively referred to as the "Appurtenant Interest") pursuant to the provisions of the Real Property Law of the State of New York, or if the Board of Managers shall purchase a Unit together with its Appurtenant Interest pursuant to Article VI of the By-Laws or otherwise, or if the Board of Managers shall acquire, at a foreclosure or other sale, a Unit together with its Appurtenant Interest, then and in such event, title to any such Unit together with the Appurtenant Interest shall be held by the Board of Managers or its designees, corporate or otherwise, on behalf of all Residential Unit Owners in accordance with their respective Common Interests.

14. By-Laws and Persons Subject to Declaration and By-Laws.

Attached to this Declaration and made a part hereof are the By-Laws of the Condominium which set forth detailed provisions governing the Condominium. The By-Laws (including the Rules and Regulations thereunder) as they may be amended from time to time are referred to in this Declaration as "By-Laws." All capitalized terms in this Declaration which are not defined herein shall have the meanings given to those terms in the By-Laws.

All present and future Unit Owners, tenants, visitors and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and the By-Laws, as the same may be amended from time to time. Acceptance of a deed or other conveyance or the entering into of a lease or other occupancy of any Unit shall constitute an agreement that the provisions of this Declaration and By-Laws, as the same may be amended from time to time, are accepted and ratified by such Unit Owner or such other party having an interest in the Unit or by such tenant or other occupant. All of the provisions of this Declaration and By-Laws shall be deemed and taken to be covenants running with the land and shall bind any persons having at any time any interest or estate in any Unit as though such provisions were recited and stipulated at length in each and every deed, conveyance, lease or occupancy thereof. However, the provisions of this Declaration and the By-Laws, as the same may be amended from time to time, are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public.

15. Covenant of Further Assurances.

Any party which is subject to the terms of the 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 the Board of Managers, or otherwise, shall execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action, as such other party may reasonably request to effectuate the provisions of this Declaration or the By-Laws or of any transaction contemplated by this Declaration or the By-Laws or to confirm or perfect any right to be created or transferred pursuant to this Declaration or the By-Laws or pursuant to any such transaction.

If any Unit Owner or any other party which is subject to the terms of this Declaration fails or refuses within five (5) days after request therefor to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner or other party is required to execute, acknowledge and deliver or to take pursuant to this Declaration or the By-Laws, then the Board of Managers is hereby authorized as attorney-in-fact for such Unit Owner and other party, coupled with an interest and granted for a valuable consideration, to execute, acknowledge and deliver such instrument and to take such action, in the name of such Unit Owner or other party.

If any Unit Owner, the Board of Managers or any other party which is subject to the terms of this Declaration fails or refuses within five (5) days after request therefore to execute, acknowledge or deliver any instrument or to take any action which such Unit Owner, the Board of Managers, or other party is required to execute, acknowledge and deliver or to take pursuant to this Declaration or By-Laws at the request of the Declarant or its designees, as the case may be, then the Declarant or its designees, as the case may be, is hereby authorized as attorney-in-fact for such Unit Owner, the Board of Managers and other party, coupled with an interest and granted for a valuable consideration, to execute, acknowledge and deliver such instrument and to take such action in the name of such Unit Owners, the Board of Managers and/or other party.

16. Amendment of Declaration.

Except as otherwise provided in the By-Laws and this Declaration with respect to the Declarant or its designees, as the case may be, this Declaration may be amended by vote of not less than 80% in number and in Common Interest of all Unit Owners cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, provided, however, (i) any such amendment shall not be effective against a holder of a mortgage of record affecting a Unit, unless a Majority of the Mortgage Representatives shall consent thereto in writing, which consent shall not be unreasonably withheld or delayed; and (ii) if the Declarant or its designees shall not have voted in favor of such amendment, then same shall not be effective unless reasonably necessary or convenient to the conduct of the affairs of the Condominium and/or the operation of the Property and such amendment shall not decrease the rights of the Declarant or its designees or increase the obligations of the Declarant or its designees.

Each amendment to this Declaration or the By-Laws must be signed and acknowledged in accordance with the legal requirements for recording a Unit Deed, and shall not be effective, binding or enforceable until recorded in the New York City Register's Office for New York County. In addition, a copy of this Declaration and the By-Laws and any amendments thereto shall be filed with the New York State Department of State.

The provision of this Section 16 and Section 9 may not be amended without the unanimous consent of all the Unit Owners. The provisions of Section 18 may not be amended without the consent of Declarant. The terms "amend," "amended" or "amendment" as used in this Declaration shall also be deemed to mean deleting a provision of this Declaration or adopting a new provision.

17. Termination of Condominium.

The Condominium shall continue until (a) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in the By-Laws or (b) such time as withdrawal of the Property from the provisions of the Condominium Act is authorized by a vote of at least 80% in number and in Common Interest of all Unit Owners and all of the holders of mortgages of record affecting the Units. No such vote under clause (b) in the preceding sentence shall be effective without the written consent of the mortgagees of the Units, if any. In the event said withdrawal is authorized as aforesaid, the Property shall be subject to any action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective Common Interests, provided, however, that no 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.

18. Floor Area Development Rights.

Upon request of the Declarant, the Board of Managers and/or all Unit Owners will give their written consent to the creation of a Combined Zoning Lot, as defined by the New York City Zoning Resolution. Declarant may transfer any unused Floor Area Development Rights and otherwise utilize Floor Area Development Rights at any time hereafter to develop any other property to which such rights may be transferred. The Board and Unit Owners covenant and agree to take all steps requested by Declarant to implement the transfer of Floor Area Development Rights, and, in furtherance thereof, covenants that:

(a) The Board and Unit Owners shall cooperate, at Declarant's sole cost and expense, with Declarant in all respects in the transfer of Floor Area Development Rights, including, without limitation, the execution of a Zoning Lot Development and Easement Agreement, and the prosecution of all zoning, landmarks and variance applications requested by Declarant relating thereto. Declarant shall have the right at any time to make application in its own name, unless otherwise required, to any governmental authority for such licenses, permits, approvals, certificates, rulings or amendments, including, without limitation, alteration permits and amendments of the Certificates of Occupancy for any Building on the Combined Zoning Lot (collectively, the "Approvals") as Declarant may deem necessary or desirable in connection with the use or utilization of the Floor Area Development Rights, and the Board and Unit Owners hereby grant and appoint Declarant its attorney-in-fact, which grant shall be deemed coupled with an interest, to execute, acknowledge and file any documents or instruments, or to take any such other actions as Declarant may deem necessary, in furtherance of the foregoing provisions of this Paragraph; provided, that with respect to any applications that affect the Certificate of Occupancy for the Building (i) such applications shall be prepared by Declarant at Declarant's expense and forward to the Board for review and execution (if execution is required by any

governmental authority); (ii) Declarant shall pay any permit or application fee imposed on such applications and (iii) no application described in this sentence shall be made that would require the Board or Unit Owners to alter the existing use of the Building. The Board and Unit Owners agree to cooperate with Declarant in connection with the filing and prosecution of applications for the Approvals by giving all necessary consents in connection with the filing and prosecution of applications for the Approvals, if requested, and promptly (and in any event within ten (10) days of demand), to execute such documents and applications (including, without limitation, one or more Statements "A", an Occupied Housing Accommodations Statement, and an Altered Building Application, all as promulgated by the Department of Buildings of The City of New York from time to time) and to furnish such information within the possession of the Board as may be reasonably requested by Declarant;

(b) If requested by Declarant, a representative of the Board shall appear and make appropriate presentations at any community board for other public governmental hearing in support of such applications, provided that if such appearances require the Board to incur actual expenses for professional services, such as architect's or attorney's fees, their actual costs shall be reimbursed to the Board by the Declarant;

(c) Neither the Board nor Unit Owners shall appear in opposition to Declarant in any action or hearing brought, sought or defended by Declarant before any community board, the City Planning Commission, the Board of Estimate, the Board of Standards and Appeals, the Department of Buildings or any other city, state or federal agency, arising out of or in connection with any zoning or variance applications relating to the transfer of Floor Area Development Rights therein or any other application for or proceeding with respect to an Approval that, in the sole judgment of Declarant, affects or may affect the ability of Declarant to transfer Floor Area Development Rights; and

(d) The Board shall furnish copies to Declarant of all plans, applications and submissions hereafter intended to be submitted by the Board to the Department of Buildings or any other City, state or federal agency or authority relating to any proposed rebuilding or demolition of the Building, at least ten (10) days prior to their actual submission.

19. Invalidity.

The invalidity of any provisions of this Declaration or any portion thereof shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and in such event all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

20. Waiver.

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

21. Captions.

The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of any provision hereof.

22. Certain References.

The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural and vice versa whenever the context so requires.

The terms "herein", "hereof" or "hereunder," or similar terms used in this Declaration, refer to this entire Declaration and are not to the particular provision in which the terms are used unless the context otherwise requires.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed as of this _____ day of _____, 20___.

34 17th Street Project LLC

By: 17th Street Manager LLC,
its Managing Member

By: Atkins & Breskin, L.L.C.,
its Manager

By: _____
Name: Jerry Atkins
Title: Member

STATE OF NEW YORK)
) SS.:
COUNTY OF)

1. On the _____day of _____, _____, before me personally came _____to me known, and who executed the foregoing instrument and, who being by me duly sworn, did depose and say that he is the _____ _____ which _____ is the _____ of _____ and that he executed the foregoing instrument in the name of said limited liability company and that he had authority to sign the same, and he acknowledged that he executed the same as the act and deed of said limited liability company.

SCHEDULE A

Description of Land

ALL THAT CERTAIN plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of West 17th Street, distant westerly 496 feet 6 inches from the southwesterly corner of West 17th Street and Fifth Avenue;

RUNNING THENCE northwesterly along West 17th Street, 28 feet 6 inches;

THENCE southwesterly parallel with Fifth Avenue and part of the distance through a party wall, 92 feet or half the block;

THENCE southeasterly parallel with West 17th Street, 28 feet 6 inches;

THENCE northeasterly parallel with Fifth Avenue, and part of the distance through another party wall, 92 feet to the point or place of BEGINNING.

SCHEDULE B TO THE DECLARATION
34 WEST 17th STREET CONDOMINIUM
34 West 17th Street, NYC
Block 579

UNIT NUMBERS, TAX LOT NUMBERS, LOCATION, APPROXIMATE AREA, AND PERCENTAGE INTEREST IN COMMON ELEMENTS

UNIT DESIGNATION	NUMBER OF BEDROOMS/ BATHROOMS	TAX LOT NUMBER	LOCATION	APPROXIMATE AREA IN SQ FT		PERCENTAGE INTEREST IN COMMON ELEMENTS	COMMON ELEMENTS TO WHICH UNIT HAS IMMEDIATE ACCESS	LIMITED COMMON ELEMENT
COMMERCIAL UNIT								
CELLAR			C	587				
1ST FLOOR			1	1,847				
TOTAL					2,434	10.7928%		
			COMMERCIAL TOTAL		2,434	10.7928%		
RESIDENTIAL UNITS								
2	3/3.0		2		2,207	9.7863%	BLDG STAIRS, ELEVATOR	SEE BELOW
3	3/3.0		3		2,232	9.8971%	BLDG STAIRS, ELEVATOR	
4	3/3.0		4		2,232	9.8971%	BLDG STAIRS, ELEVATOR	
5	3/3.0		5		2,232	9.8971%	BLDG STAIRS, ELEVATOR	
6	3/3.0		6		2,233	9.9016%	BLDG STAIRS, ELEVATOR	
7	3/3.0		7		2,233	9.9016%	BLDG STAIRS, ELEVATOR	
8	3/3.0		8		2,233	9.9016%	BLDG STAIRS, ELEVATOR	
9	3/3.0		9		2,211	9.8040%	BLDG STAIRS, ELEVATOR	
PH LOWER			10	2211				
PH UPPER			ROOF	94				
PH TOTAL	3/3.0				2,305	10.2208%	BLDG STAIRS, ELEVATOR	SEE BELOW
			RESIDENTIAL TOTAL		20,118	89.2072%		
			TOTAL		22,552	100.0000%		

Unit 2 has access to and use of Limited Common Elements consisting of a roof terrace at the rear of the second floor totalling approximately 140 sf.
Unit PH has access to and use of Limited Common Elements consisting of a roof terrace at the main roof level totalling approximately 840 sf.

SCHEDULE C
TO THE DECLARATION
OF CONDOMINIUM OF THE PREMISES
KNOWN AS

34 WEST 17TH STREET CONDOMINIUM
34 West 17th Street
New York, New York 10011

DEFINITIONS

"Assessments"	-	The charges allocated and assessed by the Board of Managers to the Unit Owners, pro rata, in accordance with their respective percentage interests except as otherwise provided in the By-Laws.
"Authorized Invitees"	-	Contractors, agents, employees, workers permitted or authorized to occupy, use, visit or enter a Unit by the Unit Owner thereof and pursuant to applicable law and the Declaration and the By-Laws.
"Board of Managers" or "Condominium Board" or "Board"	-	The governing board of the Condominium composed of representatives elected by Unit Owners as provided in the By-Laws.
"Building Roof Antennas"	-	Any antennas or other communications devices (including, without limitation, a telephone repeater or other communication antennae or device for cellular telephones) and any ancillary electrical equipment now or hereafter installed on the Building roof by an owner of Declarant's Communication Rights.
"Commercial Unit"	-	As delineated on the Floor Plans, designated spaces in the Building located on the first floor and the cellar, and on the second floor, which are owned in fee simple absolute.
"Commercial Unit Owner"	-	The person owning the Commercial Unit in fee simple absolute.
"Common Charges"	-	Each Unit's proportionate share of the Common Expenses in accordance with the By-Laws.
"Common Elements"	-	All portions of the Property other than Units. Common Elements are comprised of General Common Elements, Residential Common Elements and Limited Common Elements.
"Common Expenses"	-	(a) Expenses of operation of the Property, and (b) All sums designated Common Expenses by or pursuant to the provisions of the New York Condominium Act, the Declaration or the By-Laws.

"Common Interest"	-	The proportionate, undivided interest in fee simple absolute in the Common Elements appurtenant to each Unit as expressed in the Declaration. The total of all Common Interest percentages appurtenant to all Units equals 100%.
"Condominium"	-	A form of ownership of real property in which individual Units as component parts of a whole are owned in fee simple with the right of exclusive use, by separate individuals or entities, which separate individuals and/or entities jointly own those parts of the whole designated as Common Elements. In the context of this Offering Plan "Condominium" specifically refers to "34 West 17th Street Condominium."
"Condominium Act"	-	Article 9-B of the Real Property Law of the State of New York, as the same may be amended from time to time.
"Condominium Documents"	-	The Declaration and all Schedules thereto, the By-Laws, the Rules and Regulations, the Floor Plans, form of Unit Deed and the form of Unit Owners Power of Attorney.
"Declarant"	-	Shall mean 34 17th Street Project LLC.
"Declaration"	-	The instrument, as may be amended from time to time in accordance with its terms, by which the Property is submitted to the provisions of the New York State Condominium Act.
"Family Members"	-	Shall mean the spouse, children (natural and adopted), stepchildren, grandchildren, siblings, nieces, nephews, parents, parents-in-law and grandparents of a Unit Owner who reside in such Unit Owner's Unit.
"First Unit Closing"	-	The first closing of title with a purchaser of a Unit pursuant to an Offering Plan.
"Floor Plans"	-	The condominium floor plans of the Building, to be filed with the Office of the City Register, New York County.
"Floor Area Development Rights"		"Floor Area Development Rights" shall mean the rights, as determined in accordance with the Zoning Resolution, which are appurtenant to a zoning lot, to develop such zoning lot by erecting thereon a structure or structures with (i) a total floor area determined by multiplying the area of the zoning lot by the maximum allowable floor area ratio for structures in such zoning district or districts in which such zoning lot is located and (ii) any bulk, density and other development rights permitted under the Zoning Resolution and which may be authorized to be developed

by the appropriate City Agency from time to time.

"Force Majeure" - Shall mean acts of God, strikes, non-availability of materials, war or national defense preemptions, governmental restrictions or actions, injunctions or court orders or other similar causes beyond the reasonable control of the Person required to perform the Work or satisfy the condition which has not been performed or satisfied as a result thereof (and not attributable to the improper acts or omissions of such Person).

"General Common Elements" Shall mean those certain portions of the Property (other than the Units) as well as the fixtures and equipment therein, either existing for the common use of the Units or the Unit Owners or necessary for or facilitating the existence, maintenance, operation or safety of the Property, other than the Units, the Residential Common Elements or the Limited Common Elements. Specifically the General Common Elements are:

40.4 the Land, including without limitation, the portions of the Land on which the Building is erected and all other improved and unimproved areas not included within a Unit or as a Limited Common Element.

40.5 all foundations, columns, girders, beams, supports, bearing walls; the exterior walls of the Building, those portions of the walls and partitions dividing the Units from corridors, lobby, elevator shafts and stairs located beyond the block, brick or concrete work of the interior walls of the Building separating one Unit from another Unit or from the face of the concealed concrete encased steel or fire-rated steel, structural members, or face of concealed block work of interior walls and partitions separating Units from the exterior face of walls, common with the corridors, elevator shafts, lobby, stairs, or mechanical equipment not within a Unit; concrete floor slabs and any metal decking; any support beams, and joists, roof bulkheads; skylights, windows and doors which are not within a Unit, the Residential Common Elements or a Limited Common Element; water towers and tanks, if any; roof membrane (but not any surface covering or any membrane constituting part of a terrace); any storage and utility areas which are not part of a Unit or not otherwise specifically designated as a Residential Common Element or a Limited Common Element, but only to the extent shown as a General Common Element in the Floor Plans;

40.6 electric meter room, gas meter room, gas rig

room, trash room, mechanical room in the cellar;

D. the Residential Lobby;

E. the stairway leading from the cellar to the 10th floor;

F. portions of the cellar not constituting part of a Unit, a Residential Common Element or a Limited Common Element;

G. the water supply and waste system of the Building, including all vertical risers comprising a part of the sprinkler system and any horizontal sprinkler system lines which are not for the exclusive use of the Commercial Unit;

40.8 exterior windows and doors of the Building located on the Building Façade (other than the windows and doors adjacent to the terraces on the second and tenth floors, which windows and doors are Limited Common Elements);

I. all other equipment, apparatus, installations and other parts of the Building the common use of which is necessary or convenient for the existence, maintenance or safety of the Building including, without limitation, shafts, ducts and fire safety equipment, and including the standpipe or other vertical portions of the sprinkler system and horizontal portions of the sprinkler system serving both the Residential Units and Commercial Unit, but only to the extent shown as General Common Elements on the Floor Plans, and exclusive of apparatus and installations that constitute part of a Unit or Limited Common Elements and also specifically excluding any such items to the extent same are (a) installed by a Unit Owner or (b) exclusively serving one Unit or (c) specifically made or defined to be part of a Unit or specifically excluded from the Common Elements by other provisions of this Declaration. The phrase "installed by a Unit Owner" as used in this subparagraph shall be deemed to mean installed by one or more than one Unit Owner after the initial construction of the Building, but not by or on behalf of the

Board of Managers.

J. all Utility Facilities, but only to the extent shown as General Common Elements on the Floor Plans, and exclusive of Utility Facilities that constitute part of a Unit, the Residential Common Elements, or Limited Common Elements;

K. the elevator; and

L. all other spaces and facilities shown as General Common Elements on the Floor Plans.

Common Elements which fall within the boundaries of the Unit are not deducted from the square foot area of the Unit, but are not part of the Unit.

"Hazardous Materials" - Shall mean (a) those substances included within the definitions of any one or more of the terms "hazardous materials", "hazardous wastes", "hazardous substances", industrial wastes", and "toxic pollutants", as such terms are defined under the Environmental Laws (hereinafter defined), or any of them, (b) petroleum and petroleum products, including, without limitation, crude oil and any fractions thereof, (c) natural gas, synthetic gas and any mixtures thereof, (d) asbestos and or any material which contains any hydrated mineral silicate, including, without limitation, chrysolite, amosite, crocidolite, tremolite, anthophylite and/or actinolyte, whether friable or non-friable, (e) polychlorinated biphenyl ("PCBs") or PCB-containing materials or fluids, (f) radon, (g) any other hazardous or radioactive substance, material, pollutant, contaminant or waste, and (h) any other substance with respect to which any Environmental Law or governmental authority requires environmental investigation, monitoring or remediation. The term "Environmental Laws" shall mean all federal, state and local laws, statutes, ordinances and regulations, now or hereafter in effect, in each case as amended or supplemented from time to time, including, without limitation, all applicable judicial or administrative orders, applicable consent decrees and binding judgments relating to the regulation and protection of human health, safety, the environment and natural resources (including, without limitation, ambient air, surface water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.), The Hazardous Material

Transportation Act, as amended (49 U.S.C. 1801 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. §§ 136 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S. §§ 6901 et seq.), the Toxic Substance Control Act, as amended (15 U.S.C. §§ 2601 et seq.), the Clean Air Act, as amended (42 U.S.C. §§ 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq.), the Occupational Safety and Health Act, as amended (29 U.S.C. § 651 et seq.), the Safe Drinking Water Act, as amended (42 U.S.C. §§ 300f et seq.), any state or local counterpart or equivalent of any of the foregoing, and any federal, state or local transfer of ownership notification or approval statutes.

"Institutional Lender" - Shall mean a savings bank, a savings and loan association, a commercial bank or trust company (whether acting individually or in a fiduciary capacity), an insurance or annuity company organized and existing under the laws of the United States or any state thereof, a real estate investment trust, a Fraternal Benefit Society, religious, educational or eleemosynary institution, a governmental agency, body or entity, an employee benefit, pension or retirement plan, trust or fund, a commercial credit corporation, an investment bank, a commercial bank or trust company acting as trustee or fiduciary of various pension funds or other tax-exempt funds, an investment company or business development company (as defined in the Investment Company Act of 1940, as amended), a small business investment company licensed under the Small Business Investment Act of 1958, as amended, any broker or dealer registered under the Security Exchange Act of 1934, as amended, any investment advisor registered under the Investment Advisor Act of 1940, as amended, or a corporation or other entity which is owned wholly by any other Institutional Lender or a subtrustee of any such commercial bank or trust company acting as such trustee, or any combination of the foregoing.

"Insurance Trustee" - A bank, a trust company or savings and loan association, in any event having both an office in the City of New York and having a capital surplus and undivided profits of $50,000,000 or more, from time to time appointed to serve as such by the Condominium Board.

"Law" - The laws and ordinances of any or all of the Federal, New York State, New York City, and New York County governments, the rules, regulations, orders and directives of any or all departments, subdivisions, bureaus, agencies, or offices thereof or of any other governmental, public, or quasi-public authorities having jurisdiction over the Property and/or the Condominium, and/or the direction of any public officer pursuant to law.

"Legal Requirements" - Shall mean all laws, ordinances, orders, rules and regulations of any

and all federal, state, city, county and borough governmental authorities having jurisdiction over the Property, the Land, the Building, any Unit or any portion of the foregoing, as same may be applicable.

"Limited Common Elements" - Shall mean those portions of the Property (other than the Units) as well as certain fixtures and equipment therein, existing for the use and enjoyment of a particular Unit Owner or certain Unit Owners to the exclusion of all other Unit Owners, as more particularly described in the Declaration.

Limited Common Elements shall include (a) terraces located on the roofs adjacent to the second floor Unit and the penthouse Unit and the windows and doors adjacent to such Unit; (b) any roof drain and tiles located on such terraces; (c) exterior walls adjacent to the penthouse Unit rising from the terrace to the penthouse roof; and (d) any walls or fencing separating terraces.

"Majority" Of Unit Owners means either (i) more than fifty percent in Common Interest in the aggregate, or (ii) more than fifty percent in number of Units in the aggregate, or (iii) more than fifty percent in the aggregate in both Common Interest and in number of Units, as may be specified herein or in the Declaration or the By-Laws with respect to any matter or matters. Any specified percentage of Unit Owners means (i) such percentage in Common Interest in the aggregate, or (ii) such percentage in number of Units in the aggregate, or (iii) such percentage in Common Interest and such percentage in number of Units, as may be specified herein or in the Declaration or the By-Laws with respect to any matter or matters, provided, however, that different percentages in interest and in number of Units may be so specified.

"Managing Agent" - A person employed by the Condominium Board pursuant to Article II, Section 3 of the By-Laws, who shall undertake to perform the duties and services that the Condominium Board shall direct and who shall have whatever powers the Condominium shall delegate, subject to the limitations contained in such Section of the By-Laws.

"Material Adverse Effect" - Shall mean, with respect to any Unit or Common Elements, that the event or person in question shall cause (a) material damage to or material diminution in the value of such Unit or Common Elements or material damage to a material portion of any occupant's personal property located therein; or (b) a material adverse effect on the use of such Unit and Common Elements.

"Offering Plan" - The document filed with the New York State Department of Law which describes the condominium property and pursuant to which individual Units in the Condominium are offered for sale, as the

same may be amended from time to time, sometimes herein referred to as the "Plan".

"Operation of the Property"	-	The administration and operation of the Property and the maintenance, repair and replacement of, and the making of any additions and improvements to, the Common Elements.
"Permitted Mortgagee"	-	Shall be the holder of a mortgage encumbering a Unit that is either (i) an Institutional Lender, (ii) a former Unit Owner of the Unit (or affiliate of such Unit Owner) who has provided purchase money financing in connection with the acquisition of the Unit or (iii) the direct or remote assignee of any of the foregoing. Any first priority mortgagee of the Residential Unit or the Commercial Unit shall be a Permitted Mortgagee.
"Person"	-	A natural person, corporation, partnership, association, trustee or other legal entity.
"Purchaser"	-	Any Person who has entered into an agreement to purchase any Unit and is not in default thereunder.
"Recording officer" and "Recording" or "Recorded"	-	Shall have the meanings stated in section two hundred ninety of the New York State Real Property Law.
"Residential Common Elements"		"Residential Common Elements" shall mean A. the stairway from the 2nd floor to the roof. B. The storage rooms and the common room area in the cellar for use of the Residential Unit Owners.
"Residential Lobby"		Shall mean the 34th Street lobby of the Building, which shall be for the use of Residential Unit Owners, subject to easement rights of the Commercial Unit Owner.
"Residential Unit"	-	As delineated on the Floor Plans, each unit comprising an apartment in the Building, which is owned in fee simple absolute.
"Residential Unit Owner"	-	Means the Person, persons or entity owning a Residential Unit in fee simple absolute.
"Rules and Regulations"	-	The rules and regulations of the Condominium, which are annexed as an addendum to the By-Laws, as any of the same may be amended, modified, added to, or deleted from time to time pursuant to the terms of the By-Laws, provided that they are not in conflict with the terms of the Condominium Act, the Declaration, or the By-Laws.
"Service Equipment"	-	All of the following now or hereafter installed in the Building, serving one or more Units or the Limited Common Elements, if any, appurtenant thereto: (i) pipes, wires, ducts, risers, cables, conduits and (ii) mechanical, electrical and other equipment,

antennas and other communications devices.

"Signs" - Any sign, advertisement, notice or other lettering.

"Sponsor" - The promoter of the project and/or Offering Plan to (i) convert a particular parcel of property to Condominium Ownership or (ii) offer units for sale to the public in a previously established Condominium.

"Sponsor-designee" - An individual or entity designated by the Sponsor in writing to assume the role of the Sponsor with respect to a public offering of Condominium Units or with respect to certain Condominium Units comprising a public offering. Such Sponsor-designee shall either (i) own such Unit as to which it is a Sponsor-designee or (ii) be a contract vendee of Units as to which it is a Sponsor-designee.

"Unit" - Any space in the Building designated as a Unit. Such Units are a part of the Property and adjoin an exit to a public street or highway or to a Common Element or Residential Common Element leading to a public street or highway or to a Limited Common Element. Units are designated in Schedule B to the Declaration and on the Floor Plans, including, without limitation, the Residential Units and the Commercial Unit.

"Unit Deed" - The deed transferring title to a specified Unit from Declarant to Purchaser in fee simple absolute.

"Unit Designation" - The number, letter or combination thereof or other official designations conforming to the tax lot number, if any, designating the Unit in the Declaration and on the Floor Plans.

"Utility Facilities" - All central and appurtenant installations and Service Equipment for services such as heat, power, gas (including all vertical portions of the gas lines and horizontal portions of the gas lines serving both the Residential Units and the Commercial Unit), light, hot and cold water, exhaust, ventilation, internet, telephone, cable, fiber optic, television, satellite and/or other communications systems, water, sewer and drainage pipes, risers, valves, conduits, ducts, shafts, vents and other service and utility lines which are used in connection therewith.

EXHIBIT 7

CONDOMINIUM BY-LAWS

EXHIBIT D TO DECLARATION

BY-LAWS OF

34 WEST 17TH STREET CONDOMINIUM

34 WEST 17TH STREET
NEW YORK, NEW YORK

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34 WEST 17TH STREET
NEW YORK, NEW YORK

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EXHIBIT D

BY-LAWS OF 34 WEST 17TH STREET CONDOMINIUM
34 WEST 17TH STREET
NEW YORK, NEW YORK 10011

ARTICLE 1

GENERAL

1.1 Purpose. The purpose of these By-Laws is to set forth the rules and procedures concerning the conduct of the affairs of 34 West 17th Street Condominium (the "Condominium"). The Condominium covers the property (the "Property") consisting of approximately 2,622 square feet of land (the "Land") which forms a part of Block 818 of Section 2 on the Tax Map of the Borough of Manhattan, City, County and State of New York, the building and other improvements now or hereafter to be constructed thereon or therein, as the case may be (hereinafter collectively called the "Building"), including, without limitation, the Units and the Common Elements, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith, all of which have been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York by the recording of a Declaration (which, as the same may be amended from time to time, is herein called the "Declaration") in the New York County Office of the Register of The City of New York ("City Register's Office", together with these By-Laws. All terms used herein including, but not limited to, "Declarant or its designee" and "Declarant or a designee of Declarant," which are not separately defined herein, shall have the meanings given to those terms in the Declaration.

1.2 Applicability of By-Laws. These By-Laws are applicable to the Property and to the use and occupancy thereof. All present and future Unit Owners, mortgagees, lessees, sublessees and other occupants of Units and employees and guests of Unit Owners, as well as all other persons who may use the facilities of the Property, are and shall be subject to the Declaration, these By-Laws and the Rules and Regulations (as hereinafter defined). The acceptance of a deed or conveyance, or the succeeding to title to, or the execution of a lease or sublease for, or the act of occupancy of, a Unit shall constitute an agreement that the provisions of these By-Laws, the Rules and Regulations and the Declaration as they may be amended from time to time, are accepted and ratified.

1.3 Principal Office of Condominium. The principal office of the Condominium shall be located within the Property or at such other place within the Borough of Manhattan reasonably convenient thereto, as may be designated from time to time by the Condominium Board (as hereinafter defined).

ARTICLE 2

BOARD OF MANAGERS

2.1 Number, Term and Qualification.

2.1.1 As more particularly set forth in Section 2.2, the affairs of the Condominium shall be governed by a board of managers of the Condominium (the "Condominium Board") consisting of five (5) persons. Subject to Declarant's Subsection 3.9.3 rights, from and after the first annual meeting of Unit Owners as provided in Section 3.1, the Board shall consist of four (4) persons elected by the Residential Unit Owners (the "Residential Members"), and one (1) person designated by the Commercial Unit Owner (the "Commercial Member") for a total of five (5) persons. The Condominium Board is herein sometimes referred to as the "Board."

2.1.2 Each member of the Board except for the first Board as provided in Section 2.4 and except as otherwise provided herein, shall be elected at the separate annual meetings of Unit Owners, respectively, and shall serve until the next annual meeting thereof and until successors have been elected and qualified. There shall be no limit on the number of successive terms a Board member may serve.

2.1.3 Except for Board members elected or designated by Declarant or its designee (a) any Residential Member of the Board shall be either a Residential Unit Owner or an officer, director, shareholder, partner, principal, member, trustee, employee or beneficiary of corporations, partnerships, limited liability companies fiduciaries or any other entities which may own a Residential Unit, Permitted Mortgagees, or family members of any of the foregoing, and (b) any Commercial Member of the Board shall be either the Commercial Unit Owner or an officer, director, member, manager, shareholder, partner, principal, employee or beneficiary of a corporation, partnership, fiduciary or any other entity which may own the Commercial Unit or a managing agent for such Commercial Unit Owner or an employee thereof, a Permitted Mortgagee of the Commercial Unit, a lessee of the Commercial Unit or portions thereof, or a family member of any of the foregoing. Other than Board members elected or designated by Declarant or its designee, no Board member shall continue to serve after such member ceases to be qualified as set forth above. As used herein the term "Permitted Mortgagee" means the holder of any mortgage ("Permitted Mortgage") of a Unit or Units which is permitted to be placed thereon pursuant to these By-Laws.

2.2 Powers and Duties

2.2.1 The Board shall have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium (except such powers and duties which by law, the Declaration or these By-Laws may not be delegated to the Board by the Unit Owners).

2.2.2 Without limiting the generality thereof, the Board shall have all powers and duties expressly set forth elsewhere in the Declaration and By-Laws and shall be entitled to make such determinations and take such actions and incur such liabilities as may be required to effectuate the Board's obligations under the Declaration and By-Laws.

2.2.2.1 The Condominium Board shall be entitled to make determinations with respect to the following matters:

2.2.2.1(a) Operating, caring for, keeping up, maintaining, repairing and replacing of the General Common Elements and the Residential Common Elements, including contracts for utilities, services and supplies.

2.2.2.1(b) Determining the amount of General Common Charges (as hereinafter defined.).

2.2.2.1(c) Employing and dismissing personnel necessary for the maintenance and operation of the General Common Elements and the Residential Common Elements.

2.2.2.1(d) Adopting, amending or adding to, the General Rules and Regulations (as hereinafter defined).

2.2.2.1(e) Making additions and improvements to, or alterations of, the General Common Elements and the Residential Common Elements.

2.2.2.1(f) Making repairs and restorations of the General Common Elements and 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.

2.2.2.1(g) Enforcing obligations of Unit Owners.

2.2.2.1(h) Levying fines against Unit Owners for violations of the General Rules and Regulations (any such fines shall constitute General Common Charges payable by the Unit Owner against which they are levied).

2.2.2.1(i) Opening and maintaining bank accounts on behalf of the Condominium (with respect to matters within its jurisdiction as provided in these By-Laws) and designating signatories therefor.

2.2.2.1(j) Adjusting and settling insurance claims (and executing and delivering releases in connection therewith) if the loss involves the General Common Elements or the Residential Common Elements, as set forth in 6.2.

2.2.2.1(k) Borrowing money on behalf of the Condominium, when required in connection with the operation, care, upkeep and maintenance of, or the making of repairs, replacements, restorations or additions to or alterations of, the General Common Elements or Residential Common Elements; provided, however, that (i) the consent of at least 66-2/3% in Common Interest of all Unit Owners shall be required for any borrowings in excess of the aggregate amount of $150,000 in any one fiscal year (regardless of the balance of any loans outstanding from previous years), and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the consent of the owner of such Unit. If any sum borrowed by the Condominium Board pursuant to the authority contained in this subparagraph 2.2.2.1(k) is not repaid by said Board, a Unit Owner who pays to the creditor such proportion thereof as such Unit Owner's interest in the Common Elements bears to the interest of all the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor has filed or has the right to file against such Unit Owner's Unit.

2.2.2.1(l) Bringing actions on behalf of the Unit Owners, as their interests may appear, with respect to any cause of action relating to the General Common Elements or the Residential Common Elements, as the Condominium Board deems advisable.

2.2.2.1(m) Organizing corporations or limited liability companies to act as designees of the Condominium Board with respect to such matters as the Board may determine.

2.2.2.1(n) Executing, acknowledging and delivering of (i) any declaration or other instrument affecting the Property which the Condominium Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Building, or (ii) any consent,

covenant, restriction, easement or declaration affecting the Property which the Condominium Board deems necessary or appropriate.

2.2.2.1 (o) Preparing. executing and recording, on behalf of all Unit Owners, as their attorney-in-fact, coupled with an interest, a restatement of the Declaration and/or these By-Laws whenever in the Condominium Board's estimation, it is advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the Declaration and/or these By-Laws.

2.2.2.1(p) Obtaining and reviewing insurance for the Property, including the Units, pursuant to the provisions of Section 6.2.

2.2.2.1(q) Executing, acknowledging and delivering any documents or other instruments necessary to commence, pursue, compromise or settle certiorari proceedings to obtain reduced real estate tax assessments with respect to Units for the benefit and on behalf of (i) all Unit Owners, or (ii) for individual Unit Owners, provided that each such Unit Owner indemnifies the Board from and against all claims, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from such proceedings.

2.2.2.1(r) Imposition of move in fees and charges, and transfer fees in connection with the sale or lease of a Residential Unit, provided that no such fees or charges or any other conditions of transfer or lease may be imposed upon the Declarant.

2.2.3 Any act with respect to a matter determinable by the Board and deemed necessary or desirable by the Board in connection therewith shall be done or performed by the Board or shall be done on its behalf and at its direction by the agents, employees or designees of the Board.

2.2.4 Notwithstanding anything to the contrary contained in these By-Laws, (a) no action which is taken or omitted to be taken by or on behalf of the Residential Units or Residential Unit Owners shall be deemed to adversely affect in any way the Commercial Unit or the use of the Commercial Unit for their permitted unless the use of any portion of the Residential Units would result in or involve a violation of the provisions of Section 6.16, and (b) no action which is taken or omitted to be taken by or on behalf of the Commercial Unit or Commercial Unit Owner shall be deemed to adversely affect in any way the Residential Units or the use of Residential Units for their permitted purposes unless the use of any portion of the Commercial Unit would result in or involve a violation of the provisions of Section 6.16.

2.2.7 Notwithstanding anything to the contrary contained in these By-Laws, so long as Declarant or its designee shall continue to own Residential Condominium Units equaling at least ten (10%) percent of the total Common Interest of the Condominium, but in no event later than five years from the First Closing of a sale made under an Offering Plan, the Condominium Board may not, without Declarant's prior written approval: (i) make any addition, alteration or improvement to the General Common Elements, the Residential Common Elements or the Limited Common Elements or to any Residential Unit; (ii) increase or decrease the number, or change the kind of employees initially hired for the Condominium; (iii) enter into any service or maintenance contract for work not covered in the initial projected budget for the Condominium or otherwise provide services in excess of those contemplated by such projected budget, except as is required to reflect normal annual increases in operating services; (iv) borrow money on behalf of the Condominium; (v) assess any General Common Charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund except that Declarant will consent to replacements to the contingency fund provided in Schedule B of the Offering Plan to the extent that the aggregate of such fund does not exceed 10% of the budgeted annual expenses of the General Common Expenses; or (vi) exercise a right of first refusal to lease or purchase a Unit; provided that Declarant's written consent is not necessary to perform any function or take any action described in items (i) through (vi) above if and only if the performance of such function or the carrying out of such an action is necessary and no other alternative is available to enable the Condominium Board to comply with laws, rules or regulations of any governmental authority having jurisdiction over the Condominium.

2.3 Managing Agents and Managers. With respect to matters the determinations concerning which the Board is entitled to make, the Board may employ a managing agent and/or a manager at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Board may delegate to such managing agent or manager other powers granted to the Board by these By-Laws, except the powers set forth in Subsections 2.2.2.1(b), (e), (g), (h), (m), (n), (o) and (p). Notwithstanding anything to the contrary contained herein, any decision with respect to whether or not to so employ a managing agent or manager shall not be the subject of Arbitration.

2.4 First Board. The Condominium Board shall initially consist of three (3) persons appointed and designated exclusively by Declarant. The initial Board members shall be deemed to have been "elected" as members of the Board for the purposes of these By-Laws. Within 180 days after the date of the First Closing the Declarant will call for the first annual meeting of Unit Owners for the purpose of electing a new Board in accordance with the provisions of Section 3.1. The terms of each member of the Board shall expire annually.

2.5 Resignation and Removal. A Board member may resign at any time by written notice delivered or sent by certified mail, return receipt requested, to the Board. Such resignation shall take effect at the time specified therein and, unless specifically requested, acceptance of such resignation shall not be necessary to make it effective. Subject to the provisions of Subsection 3.9.3, any Residential Member or the Commercial Member may be removed, with or without cause, by a majority vote of Residential Unit Owners or the Commercial Unit Owner, as

the case may be, present in person or by proxy at a regular or special meeting of Unit Owners at which a quorum is present. The Board member whose removal has been proposed shall be given an opportunity to be heard at the meeting. Notwithstanding the above, Residential Members or Commercial Member designated by Declarant or its designee may only be removed with cause and replaced as described in Section 2.6. In addition, a member of the Board who is designated as such by Declarant or its designee, may be removed by such designating party at any time, with or without cause, and the party making such removal shall have the right to designate the replacement for such member.

2.6 Vacancies. Subject to the provisions of Section 3.9.3, any vacancy on the Board for whatever reason (i) if of a Residential Member, shall be filled by the Residential Members then in office and (ii) if of the Commercial Member, shall be filled by a designee of the Commercial Unit Owner, at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy even though the members present at such meeting may constitute less than a quorum, and any person so elected shall be a member of the Board until the next annual meeting of Unit Owners, when a successor shall be elected for the remainder of the term of the member creating such vacancy. Notwithstanding anything to the contrary contained in these By-Laws, in the case of a vacancy on the Board, created by the resignation, removal or any other cause which results in the Board member designated by Declarant or its designee, ceasing to be a member of any the Board, Declarant or its designee, as the case may be, shall have the sole right to designate a replacement for such member.

2.7 Organizational Meetings of the Board. The first meeting of the Board following each annual meeting of the Unit Owners shall be held immediately following each such annual meeting.

2.8 Regular Meetings of the Board. Regular meetings of the Board may be held at such time and place in the Borough of Manhattan as shall be determined from time to time by a majority of the members thereof. Notice of regular meetings shall be given to each member thereof, by personal delivery, mail, facsimile or email, at least five business days prior to the day named for such meeting.

2.9 Special Meetings of the Board. Special meetings of the Board may be called by the President or Vice President of the Board by giving five business days' prior notice to each member of such Board by personal delivery, mail, facsimile or e-mail, which notice shall state the time, place (in the Borough of Manhattan) and purpose of the meeting. Special meetings of the Board shall be called in like manner and on like notice on the written request of at least two members of the Board.

2.10 Resolutions of Board. The Board shall retain as may be required by law records of all resolutions adopted by it except to the extent (a) of matters privileged under applicable law, and (b) relating to matters not related to the Property.

2.11 Meetings of Condominium Board. No other meetings of the Board must be held unless otherwise required by applicable law in which event such required meetings shall be held at such time and place in the Borough of Manhattan as shall be determined by the Board, provided that notice thereof be given to Board members by personal delivery, mail, facsimile or e-mail at least five business days prior to the day named for such meeting.

2.12 Waiver of Notice. The Board member may at any time waive notice of the Board meeting in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of a Board at any meeting thereof shall constitute a waiver of notice by him of the time and place thereof. If all the members are present at any meeting of a Board, no notice shall be required and any business may be transacted at such meeting.

2.13 Determinations by Board; Quorum.

2.13.1 Except as otherwise set forth in Subsections 2.6 and 2.13.3, all determinations by the Board shall be made at a meeting of the Board at which a quorum thereof is present. At any Condominium Board meeting, a majority of the members thereof, which shall include one Commercial Member, shall constitute a quorum, and the votes of a majority of such members present shall constitute the decision of the Board.

2.13.2 If at the Board meeting there is less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the. meeting originally called may be transacted without further notice.

2.13.3 Members of the Board may participate in a meeting thereof by means of a conference telephone or similar communications equipment by means of which all persons participating in such meeting can hear each other and such participation shall constitute presence at such meeting. Notwithstanding anything to the contrary contained herein, action permitted or required to be taken at a meeting of the Board may be taken without a meeting if all members of the Board consent in writing to the adoption of a Resolution authorizing such action and the writing or writings are filed with the minutes of the Board.

2.14 Compensation. No member of the Board shall receive any compensation for acting as such.

2.15 Liability of Board and Unit Owners.

2.15.1 To the extent permitted by applicable law, no member of the Board shall have any personal liability with respect to any contract, act or omission of the Board or of any managing agent or manager in connection with the affairs or operation of the

Condominium, or any Limited Common Element (except in their capacities as Unit Owners) and the liability of any Unit Owner with respect thereto shall be limited as hereinafter set forth. Every contract made by the Board or by any managing agent or manager thereof shall state that it is made by the Board, managing agent or manager only as agent for the Unit Owners, that the Board members or managing agent or manager shall have no personal liability thereon (except in their capacities as Unit Owners) and shall also state the applicable limitations of liability of Unit Owners provided for in the next sentence. The liability of any Unit Owner with respect to any contract, act or omission with respect to the Condominium or any Limited Common Element shall be limited to such proportionate share of the total liability as the interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners, and, unless expressly stated to the contrary in such contract (as determined by the relevant Board in its sole and absolute discretion), to the extent permitted by applicable law, shall be limited to such Unit Owner's interest in such Unit Owner's Unit and such Unit Owner's appurtenant Common Interest so that such Unit Owner shall have no personal liability for such contract, act or omission. Nothing in the preceding sentence shall limit a Unit Owner's liability for the payment of Common Charges. Any such contract or agreement may also provide that it covers the assets, if any, of the Board on whose behalf the contract or agreement is made. Board members shall have no liability to Unit Owners except that a Board member shall be liable to such Unit Owner for the Board Member's own bad faith or willful misconduct. All Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each Condominium Board member against any liability or claim except those arising out of such member's own bad faith or willful misconduct. The Board may contract or effect any transaction with the Board member, any Unit Owner, Declarant, Declarant's designee or any affiliate of any of them without, except in cases of bad faith or willful misconduct, incurring any liability for self-dealing.

2.15.2 Neither the Board nor any member thereof shall be liable for either (i) any failure or interruption of any utility or other service to be obtained by, or on behalf of, the Board or to be paid for as a Common Expense, except when any such failure or interruption is caused by the acts of bad faith or willful misconduct of the Board or any member thereof or (ii) any injury, loss or damage to any individual or property, occurring in or about either a Unit or any General, Residential or Limited Common Element.

2.16 Fidelity Bonds. The Board may obtain or ensure maintenance of fidelity bonds or insurance, in amounts deemed appropriate by it, for all of its members, officers and employees and for the managing agent or manager, if any, employed by it and the premiums on such bonds or insurance shall constitute Common Expenses.

2.17 Committees. The Board may, subject to such limitations and exceptions as the Board may prescribe, appoint an Executive Committee and such other committees as the Board may deem appropriate, each to consist of as many members as the Board shall deem appropriate for the purpose of making such reports and studies as each the Board deems appropriate. Any Executive Committee of the Condominium Board shall be required to consist of at least one Residential Member and one Commercial Member. For so long as Declarant is

entitled to designate members to the Board, any committee appointed by the Board shall have as at least one of its members a member appointed by Declarant.

2.18 Principal Offices of Board. The principal offices of the Board shall each be located within the Property or at such other place in the Borough of Manhattan reasonably convenient thereto as may be designated from time to time by the Board.

2.19 Status of Board. In addition to the status conferred upon the Board under or pursuant to the provisions of the Condominium Act, the Board shall, to the extent permitted by applicable law, be deemed to constitute a separate association for all purposes under and pursuant to the provisions of the General Associations Law of the State of New York. In the event of the incorporation of the Board pursuant to the provisions of 2.20, the provisions of this Section 2.19 shall no longer be applicable to the Board.

2.20 Incorporation of Board. To the extent and in the manner provided in the Condominium Act, the Board may by action of the Board as provided in this Article 2, be incorporated under the applicable statutes of the State of New York. In the event that the Board so incorporates, it shall have, to the extent permitted by applicable law, the status conferred upon it under such statutes in addition to the status conferred upon the Board under or pursuant to the provisions of the Condominium Act. The certificate of incorporation and by-laws of any such resulting corporation shall conform as closely as practicable to the provisions of the Declaration and these By-Laws and the provisions of the Declaration and these By-Laws shall control in the event of any inconsistency or conflict between the provisions hereof and the provisions of such certificate of incorporation and by-laws.

2.21 Board as Agent of Unit Owners. In exercising its powers and performing its duties under the Declaration and these By-Laws, the Board shall act in good faith as, and shall be, the agent of the Unit Owners, subject to and in accordance with the provisions of the Declaration and these By-Laws.

ARTICLE 3

UNIT OWNERS

3.1 Annual Meetings. The first annual meeting of Unit Owners shall be held on or no more than 180 days after the First Closing. Such meeting shall be called not less than 10 days nor more than 40 day before such date. Subject to the rights of Declarant pursuant to Section 3.9, at the first annual meeting, the incumbent Board shall resign and (i) the Residential Unit Owners shall elect or designate the Board's four (4) Residential Members, and the Commercial Unit Owner shall elect the Board's one (1) Commercial Member, in accordance with Section 2.1 and as otherwise provided in these By-Laws. Thereafter, annual meetings of Unit Owners shall be

held within approximately 30 days of each anniversary of the first annual meeting. At each such annual meeting, the incumbent Board members shall resign and new Board members shall be elected or designated in accordance with Section 2.1 and as otherwise provided in these by-laws, and there shall also be transacted such other business as may properly come before such meetings.

3.2 Place of Meetings. Meetings of all or any Unit Owners shall be held at the principal office of the Condominium, or, at such other suitable and convenient place in the Borough of Manhattan, as may be designated by the appropriate Board.

3.3 Special Meetings. The President of the Condominium shall call a special meeting of Unit Owners, if so directed by resolution of the Board or upon a petition signed and presented to the Secretary by not less than 25% in Common Interest of Unit Owners.

3.4 Notice of Meetings and Actions Taken. Notice of each annual or special meeting shall be given by the appropriate Secretary to all Unit Owners of record entitled to vote thereat. Each such notice shall state the purposes of the meeting and the time and place where it is to be held and no business shall be transacted thereat except as stated in the notice. All notices hereunder shall be given by personal delivery, mail or telegram, at least ten (10) but no more than thirty (30) business days prior to the day named for the meeting and shall be given or sent to the Unit Owners entitled to receive same at their address at the Property or at such other address at the Property or elsewhere as any Unit Owner has designated by notice in writing to the appropriate Secretary at least ten (10) days prior to the giving of notice of the applicable meeting. However, if the business to be conducted at any meeting of the Unit Owners shall include consideration of a proposed amendment to the Declaration or to these By-Laws, the notice of such meeting shall be given to all Unit Owners as provided above at least thirty (30) days prior to the day fixed for such meeting, and such notice shall be accompanied by a copy of the text of such proposed amendment.

3.5 Adjournment of Meetings. If any meeting of Unit Owners cannot be held because a quorum is not present, a majority of Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time fixed for the original meeting.

3.6 Order of Business. The order of business at all joint or separate meetings of Unit Owners shall be as follows:

(a) Call to order;

(b) Roll call;

(c) Proof of notice of meeting;

(d) Reading of minutes of preceding meeting;

(e) Reports of officers;

(f) Reports of members of the Board;

(g) Reports of committees;

(h) Election of inspectors of election (when so required);

(i) Election of members of the Board (when so required);

(j) Unfinished business;

(k) New business; and

(l) Adjournment.

3.7 Title to Units.

Title to Units may be taken by any individual, corporation, partnership, association, limited liability company, trust or other entity, or any two or more of such owners as joint tenants, tenants in common or tenants by the entirety, as may be appropriate, but not as owners in severalty.

3.8 Voting.

Each Unit Owner or a person designated by such Unit Owner to act as proxy on such Unit Owner's behalf and who need not be a Unit Owner, shall be entitled to cast the votes appurtenant to such Unit as set forth herein and in the Declaration at all meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Secretary of the appropriate Board and shall be revocable at any time by written notice to such Secretary by the Unit Owner so designating; provided, however, that no designation to act as a proxy shall be effective for a period in excess of six months except a designation of a Permitted Mortgagee to act as the proxy of its mortgagor. A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity. Neither the Board nor its designee shall be entitled to vote the interest appurtenant to any Unit owned by the Board and the Common Interest of such Unit

shall be excluded from the total Common Interests when computing the interest of Unit Owners for voting purposes.

3.8.2 Except as otherwise set forth herein or in the Declaration, at all meetings of Unit Owners, each Unit Owner (or such Unit Owner's proxy) entitled to vote thereat (including Declarant with respect to Units owned by Declarant or its designee) shall be entitled to cast one vote for each .0001% (rounded off to the nearest .0001%) of Common Interest attributable to such Unit Owner's Unit.

3.8.3 Whenever a particular percentage of Common Interest must be reached for voting purposes and such required percentage is in terms of the Residential Unit Owners, as a group, or the Commercial Unit Owner (as opposed to all Unit Owners as a whole), such required percentage shall mean a percentage in terms of total Common Interests attributable to that particular group and not the percentage of Common Interests attributable to all Unit Owners.

3.9 Election of Board Members; Rights of Declarant.

3.9.1 All elections of Board members shall be determined by plurality vote.

3.9.2 When voting for members of the Board, the voting shall be by ballot and each ballot shall state the name of the Unit Owner voting and the percentage of Common Interests owned by such Unit Owner, and in addition, the name of the proxy if such ballot is cast by a proxy. Each Unit Owner shall be entitled to cast the number of votes determined in accordance with Subsection 3.8.2 for each member to be elected by the Unit Owners. Nothing contained in these By-Laws shall be deemed to permit cumulative voting.

3.9.3 Notwithstanding any other provision of this Section 3.9 or any other provision of these By-Laws to the contrary, commencing with the first annual meeting of Unit Owners, Declarant shall have the right to vote all of the Common Interests attributable to Unsold Residential Units owned by it until Declarant has closed title to all of the Unsold Residential Units owned by it. Declarant shall hold a majority of seats on the Board until the earlier to occur of (i) five (5) years from the date of the First Closing or (ii) the date upon Declarant shall own Unsold Residential Units having a Percent Interest in the Building in the aggregate of fifty (50%) percent or less. In addition, for so long as Declarant owns at least one of the Unsold Residential Units as the case may be, Declarant shall have the right to vote all of the Common Interests attributable to Unsold Residential Units owned by it to designate at least one member of the Board. For so long as Declarant owns at least one Unsold Residential Unit, the number of members of the Board may not be increased without the consent of Declarant.

3.10 Majority of Unit Owners. Except as may otherwise be provided by law, as used in these By-Laws, the terms "Majority of Unit Owners," means either those Residential Unit Owners, Commercial Unit Owner, or Unit Owners, as the case may be, having more than 50% of the total

authorized votes of either Residential Unit Owners, the Commercial Unit Owner, or all Unit Owners, as the case may be, determined in accordance with the provisions of Section 3.8, who are present in person or by proxy and voting at any meeting at which a quorum is present.

3.11 Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of Unit Owners owning more than 50% of the Common Interests attributable to all Units shall constitute a quorum at all meetings of Unit Owners, except that one Commercial Member shall be present and shall have the absolute right to require an adjournment of such meeting for not longer than 30 days unless an emergency exists.

3.12 Majority Vote. Except where otherwise provided by law, the Declaration or these By-Laws, (a) the affirmative vote of a Majority of Residential Unit Owners on the election of Residential Members of the Board shall be binding upon all Residential Unit Owners for that purpose, (b) the affirmative vote of the Commercial Unit Owner on the election of the Commercial Member of the Board shall be binding for all purposes, and (c) the affirmative vote of a Majority of Unit Owners shall be binding upon all Unit Owners for all other purposes.

ARTICLE 4

OFFICERS

4.1 Designation. The principal officers of the Condominium shall be (i) a President thereof, (ii) a Vice President and Treasurer thereof, and (iii) a Secretary thereof. The Condominium Board may appoint an Assistant Treasurer, Assistant Secretary and such other officers as in their judgment may be desirable. None of the officers of the Board need be Unit Owners or have any interest therein or be Board members until the first organizational meeting of the Board after the first annual meeting of Unit Owners. Thereafter, the President, Vice President and Treasurer, and Secretary must be members of the Board, and one such office shall be filled by the Commercial Member.

4.2 Election of Officers. The officers of the Condominium shall be elected annually by the members of the Board at the organizational meetings thereof, except that the initial officers of the Board shall be elected by the initial Board members and shall hold office at the pleasure of the Board and until their successors are elected.

4.3 Resignation and Removal of Officers. Any officer may resign at any time by written notice delivered or sent by certified mail, return receipt requested, to the Board. Such resignation shall take effect at the time specified therein and, unless specifically requested, acceptance of such resignation shall not be necessary to make it effective. Upon the affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause. A successor officer may be elected at any regular Board meeting or at

any special Board meeting called for such purpose.

4.4 President. The President shall be the chief executive officer of the Condominium and shall preside at all joint meetings of Unit Owners and at all meetings of the Condominium Board. The President shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York, including, but not limited to, the power to appoint committees from among Unit Owners from time to time as the President decides is appropriate to assist in the conduct of the affairs of the Condominium.

4.5 Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever such President shall be absent or unable to act. If both the President and the Vice President of the Condominium are unable to act, the Board shall appoint some member of the Board 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 shall from time to time be imposed upon him by the Board or by the President.

4.6 Secretary. The Secretary shall keep the minutes of all meetings of Unit Owners and of the Condominium Board. The Secretary shall have charge of such books and papers as the Board shall direct and shall in general perform all the duties incident to the office of secretary of a 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 Board (or in the name of the managing agent appointed by the Board) in such depositories as may from time to time be designated by the Board and shall in general perform all of the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

4.8 Execution of Documents. Unless otherwise delegated by the Board, all agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by the President or by such other person or persons as may be designated by the Board. However, the Board can, by resolution, determine that an expenditure in excess of a specified amount by said Board must be countersigned by two members of said Board.

4.9 Compensation of Officers. Except as otherwise provided by the Board, no officer shall receive any compensation for acting as such.

ARTICLE 5

NOTICES

5.1 Notices. All notices required or desired to be given hereunder to the Board shall be personally delivered or sent by registered or certified mail to the office of the Board or to such other address as the Board may designate from time to time, by notice in writing to all Unit Owners and to all Permitted Mortgagees, as the case may be, and if there is a managing agent of the Board, a duplicate shall be sent in like manner to such managing agent. All notices to any Residential Unit Owner or Commercial Unit Owner shall, except as otherwise provided herein, be personally delivered or sent by registered or certified mail to the Property address of such Residential Unit Owner or Commercial Unit Owner or to such other address as may have been designated by such Unit Owner from time to time, in writing, to the Board. All notices to Permitted Mortgagees shall be personally delivered or sent by mail to their respective addresses, as designated by them from time to time, in writing to the Board. All notices shall be deemed to have been given when personally delivered or mailed in a postage prepaid sealed wrapper, except notices of change of address which shall be deemed to have been given when received.

5.2 Waiver of Service of Notice. Whenever notice is required to be given by law, the Declaration or these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE 6

OPERATION OF THE PROPERTY

6.1 Determination of Common Expenses and Fixing of Common Charges.

6.1.1 Except as otherwise provided herein, all costs and expenses attributable to the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the General Common Elements and the Residential Common Elements ("Common Expenses") shall be determined by the Condominium Board as set forth below, and shall be borne by the Unit Owners. Common Expenses shall also include all such other items provided for in the Declaration or these By-Laws to be Common Expenses. Common Expenses shall also include such amounts as the Condominium Board may deem proper for a general operating reserve or for a reserve for working capital or for replacements with respect to the General Common Elements or the Residential Common Elements. The Condominium Board shall from time to time and at least annually prepare a budget to meet Common Expenses and shall allocate and assess to the Residential Unit Owners and the Commercial Unit Owner, pro rata in accordance with the aggregate respective Common Interests of the Residential Unit

Owners and Commercial Unit Owner (except as otherwise provided in the Declaration or these By-Laws or to the extent a different method of allocation is described in Schedule B, Projected Budget for First Year of Condominium Operation, as set forth in the Plan) ("Common Charges") to meet Common Expenses. In addition to basing charges on Common Interests, the Condominium Board may also make allocations and assessments of Common Expenses in accordance with submetering, contract allocations and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are in accordance with applicable provisions of the law. Notwithstanding anything to the contrary set forth above, the Condominium Board may not modify its method of allocations and assessments or increase the services or number of building employees servicing the Commercial Unit in such a manner as would increase the Common Charges otherwise payable by the Commercial Unit Owner, without the consent of the Commercial Unit Owner. To the extent practicable, the Condominium Board shall allocate costs based upon metered or submetered usage.

6.1.2 Except as otherwise provided herein, all costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of and any alteration, addition or improvement to the General Common Elements, the Residential Common Elements or the Limited Common Elements shall be determined by the Board and shall be borne by Unit Owners in proportion to their respective Common Interests. Notwithstanding anything to the contrary in this Subsection 6.1.2, if a Limited Common Element benefits only certain Unit Owners, then the costs of alteration, addition, repair, replacement and restoration thereto (except in connection with a casualty or condemnation) shall be borne solely by those Unit Owners who benefit from the Limited Common Element in the proportion that the Common Interest of each benefiting Unit Owner bears to the Common Interest of all Unit Owners. In addition, except as otherwise provided in the By-Laws, Unit Owners shall be responsible for the normal operation, maintenance and repair, including but not limited to the cost of staff necessary for such operation, maintenance and repair, of any Common Element or Limited Common Elements. From time to time the Board may increase or decrease the amount of Common Charges payable for a fiscal year or any portion thereof to meet a revised estimate or determination of Common Expenses for such fiscal year or any portion thereof. During the Condominium's initial two fiscal years but not thereafter, the Board's authority shall include the right to base the amount of Common Charges on actual costs and expenditures and/or to make retroactive adjustments to the amount of Common Charges payable by Unit Owners for any period to reflect actual operating costs for such period. In addition to basing charges on Common Interests, the Board may also make allocations and assessments of Residential Common Expenses in accordance with submetering, contract allocations and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are in accordance with applicable provisions of law. The Board shall advise all Unit Owners promptly in writing of the amount of Common Charges payable by each of them and shall furnish copies of each annual budget to all Unit Owners.

6.1.3 Except with respect to the rents, profits and revenues derived from the Declarant's Communication and Signage Rights, the excess of all rents, profits and revenues derived from the rental or use of any space or facility forming part of or included in any General Common Element remaining after the deduction of any non-capital expenses paid or incurred in

connection therewith shall be collected by the Condominium Board as agent for and on behalf of the Unit Owners. Notwithstanding any provision contained in these by-laws or in the Declaration to the contrary, subject to Declarant's Communication and Signage Rights, 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.

6.1.4 Common Expenses shall include real estate taxes and other taxes and assessments on the Property until the Units are separately assessed.

6.1.5 Notwithstanding anything to the contrary herein, no part of the net earnings of the Condominium may inure (other than by acquiring, constructing, or providing management, maintenance, and care of association property, and other than by a rebate of excess membership dues, fees, or assessments) to the benefit of any Unit Owner or individual.

6.2 Insurance.

6.2.1 The Condominium Board shall be required to obtain and maintain to the extent obtainable the following insurance: (a) fire insurance with all risk extended coverage, vandalism and malicious mischief endorsements and increased cost of construction endorsements, insuring the entire Building (not including any wall, ceiling or floor decorations or coverings or other furniture, furnishings, fixtures or other personal property within the Units) together with all property, real personal or mixed, with is part of or used in connection with, the Common Elements, together with all service machinery contained therein, and covering the interests of the Condominium and all Unit Owners and their Permitted Mortgagees, as their respective interests may appear, in an amount equal to the full replacement value of the Building (exclusive of foundation and footings), said policies shall contain a New York standard mortgagee clause in favor of each Permitted Mortgagee which shall provide that the loss, if any, thereunder shall be payable to such Permitted Mortgagee as its interest may appear, subject however, to the loss payment provisions hereinafter set forth; (b) rent insurance in an amount equal to Common Charges for one year; (c) worker's compensation and New York State disability benefits insurance; (d) boiler and machinery insurance; (e) plate glass insurance to the extent, if any, determined by the Condominium Board; (f) water damage insurance to the extent, if any, determined by the Condominium Board; (g) elevator liability and collision insurance; (h) fidelity insurance covering all Boards and all officers, directors, managing agents and employees of the Condominium; (i) directors and officers liability insurance; (j) if the Building is within a federally designated flood plain, flood damage insurance; and (k) such other insurance as the Condominium Board may determine. For so long as the Unsold Residential Units and Commercial Unit are owned by Declarant, the Condominium Board shall also maintain war risk insurance, to the extent obtainable from the United States of America or any agency thereof at reasonable rates, flood insurance and insurance against loss or damages from leakage of sprinkler systems, steam boilers, air conditioning equipment, pressure vessels or similar apparatus or such other insurance as may be required by a Permitted Mortgagee holding a mortgage on the Unsold

Units. The premiums for all insurance referred to above and for the liability insurance referred to below shall be a General Common Expense and shall be borne by the Unit Owners in proportion to their Common Interests.

6.2.2 All such policies shall provide that adjustment of loss shall be made exclusively by the Condominium Board. Insurance proceeds with respect to any loss shall be payable to the Board, except that the proceeds of all policies of physical damage insurance, if in excess of $1,000,000, shall be payable to a New York City bank or trust company designated by the Condominium Board as Insurance Trustee (as hereinafter defined) pursuant to the provisions of Section 12.5.

6.2.3 All policies of physical damage insurance shall contain, to the extent obtainable, waivers of subrogation and waivers of any defense based on (i) co-insurance, (ii) other insurance, (iii) invalidity arising from any acts of the insured, or (iv). pro rata reduction of liability, and shall provide that such policies may not be canceled or substantially modified without at least ten days' prior written notice to all of the insureds, including all Unit Owners and Permitted Mortgagees. The Condominium Board shall provide copies of insurance certificates to any Permitted Mortgagee upon request.

6.2.4 The Condominium Board shall also be required to obtain and maintain, comprehensive general liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Property, in such limits as the Board may from time to time determine, covering (i) the Board, the managing agent or agents thereof, the Board members, and each officer and employee of the Condominium, (ii) the Declarant and its members and the officers of its members. and (iii) the Unit Owners, except that such policy will not cover liability of a Unit Owner arising from occurrences within such Unit Owner's own Unit or within the Limited Common Elements, if any, appurtenant to such Unit Owner's Unit. The Condominium Board shall review such limits once each year. The insurance required in accordance with this Subsection 6.2.4 shall also cover cross liability claims of one insured against another.

6.2.5 Any insurance maintained by the Condominium Board may provide for such deductible amounts as the Board determines.

6.2.6 The Condominium Board is not required to obtain or maintain any insurance with respect to any personal property contained in a Unit. A Unit Owner shall, at the Unit Owner's own cost and expense, obtain and keep in full force and effect (a) comprehensive personal liability insurance against any and all claims for personal injury, death or property damage (including, but not limited to, loss due to water damage) occurring in, upon, or from the Unit or any part thereof, with minimum combined single limits of liability of $300,000 for bodily injury or death arising out of any one occurrence including $300,000 for damage to property and (b) tenant's "all-risk" property insurance in respect of property damage occurring in, upon, or from the apartment or any part thereof (including, but not limited to appropriate coverage for additions, alterations improvements and betterments and loss due to water damage). The limits of

liability set forth in (a) and (b) above may be increased by the Condominium Board from time to time. The insurance required above shall be written in form reasonably satisfactory to the Condominium Board by good and solvent insurance companies of recognized standing, admitted to do business in the State of New York. Upon ten (10) days' written notice from the Condominium Board or the Managing Agent, the Unit Owner shall deliver to the Condominium Board a duplicate original of the aforesaid policies, certificates evidencing such insurance or such other confirmation satisfactory to the Condominium Board. To the extent either party is insured for loss or damage to property, each party will look to their own insurance policies for recovery.

6.3 Repair or Reconstruction after Fire or Other Casualty.

6.3.1 In the event that the Building or any part thereof is damaged or destroyed by fire or other casualty (unless 80% or more of the Building is destroyed or substantially damaged and 80% of all Unit Owners do not duly and promptly resolve to proceed with repair or restoration), the Board will arrange for the prompt repair and restoration thereof and the Board or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any deficit or surplus in insurance proceeds shall be borne or shared by all Unit Owners in proportion to their respective Common Interests. Any deficit or surplus in insurance proceeds shall be borne as a General Common Expense or profit, respectively, and shared by all Unit Owners in proportion to their Common Interests. Any surplus payable to any Unit Owner pursuant to this Subsection 6.3.1 shall be lessened by such amounts as may be required to reduce unpaid liens (other than mortgages which are not Permitted Mortgages) on any such Unit in the order or priority of such liens.

6.3.2 Unless the Unit Owners have elected not to restore the Building as provided in Subsection 6.3.3., damage or destruction to a Unit or a Limited Common Element as a result of fire or other casualty shall be promptly repaired and reconstructed by the Owner of the affected Unit(s) where such repair or reconstruction does not involve the Common Elements for which the repair or reconstruction is the obligation of the Condominium Board. If a Unit Owner fails to repair or reconstruct such Unit Owner's Unit, the Board of Managers may cause the Unit to be repaired or reconstructed and the costs incurred in connection therewith shall be a charged to the defaulting Unit Owner as a Special Assessment.

6.3.3 If 80% or more of the Building is destroyed or substantially damaged and if 80% of all Unit Owners do not promptly resolve to proceed with the repair or restoration thereof, the Building will not be repaired and the Property shall be subject to an action for partition instituted by any Unit Owner or lienor, as if owned in common, in which case the net proceeds of sale, together with the net proceeds of insurance policies, shall be divided among all Unit Owners in proportion to their respective Common Interests; provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of such Unit Owner's share of such funds, such amounts as may be necessary to discharge or reduce all unpaid liens on such Unit Owner's Unit (other than mortgages which are not Permitted Mortgages) in the order of the priority of such liens. As used in

this Section 6.3, the words "promptly resolve" mean resolve as promptly as practical under the circumstances but in any event, not more than 60 days from the date of such damage or destruction.

6.4 Payment of Common Charges.

6.4.1 The Unit Owners shall be obligated to pay to the Condominium Board the Common Charges assessed to them by the Condominium Board pursuant to the provisions of Section 6.1 at such time or times as the Condominium Board determines. Unless otherwise determined by the Board to which they are payable, Common Charges shall be payable monthly, in advance, on the first day of each month.

6.4.2 No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against such Unit Owner's Unit subsequent to a sale or other conveyance by him (made in accordance with these By-Laws) of such Unit together with its appurtenant Common Interests. Any Unit Owner may, subject to the terms and conditions of these By-Laws and provided that (a) such Unit is free and clear of liens and encumbrances other than Permitted Mortgages and the statutory lien for unpaid Common Charges, and (b) no violation of any provision of the Declaration, these By-Laws or the Rules and Regulations then exists with respect to such Unit, convey for no consideration such Unit together with its appurtenant Common Interests, to the Board or its designees, corporate or otherwise, and in such event (except as hereinafter set forth), be exempt from Common Charges thereafter accruing. A purchaser of a Unit shall be liable for the payment of Common Charges accrued and unpaid against such Unit prior to the acquisition by him of such Unit, except that, to the extent permitted by law, a purchaser of a Unit at a foreclosure sale of a Permitted Mortgage shall not be liable for, and such Unit shall not be subject to, a lien for the payment of Common Charges accrued and unpaid against such Unit prior to the acquisition by said purchaser of such Unit. However, in the event of a foreclosure sale of a Unit by a Permitted Mortgagee, the owner of such Unit prior to the foreclosure sale shall remain liable for the payment of all unpaid Common Charges which accrued prior to such sale. Except to the extent prohibited by law, the Condominium Board, on behalf of all Unit Owners, shall have a lien for Common Charges unpaid to it by the Unit Owners, together with interest thereon, on all Units, in proportion to their respective Common Interests.

6.4.3 All liens provided for in Subsection 6.4.2, to the extent permitted by applicable law, shall be subordinate to the lien of any first Permitted Mortgage of record and to liens for real estate taxes on the Unit.

6.4.4 Notwithstanding Subsection 6.4.2, neither the seller nor the purchaser of a Unit shall be liable for, nor shall the Unit be conveyed subject to a lien for, any unpaid Common Charges against such Unit accrued prior to such conveyance in excess of the amount set forth in a written statement from the Board.

6.4.5 In the event that prior to the Units being separately assessed for real estate tax purposes, the Board pays real estate taxes on behalf of a Unit Owner, the amount of such real estate taxes shall be deemed to be Common Charges, and the Board shall have a lien (as provided in Subsection 6.4.2) for any such accrued and unpaid amounts.

6.5 Collection of Common Charges. The Board shall take prompt action to collect any Common Charges due to the Board which remain unpaid for more than thirty days after the due date for payment thereof, including, without limitation, the institution of such actions and the recovery of interest and expenses as provided in this Article 6.

6.6 Default in Payment of Common Charges. In the event any Unit Owner fails to make payment of Common Charges when due, such Unit Owner shall be obligated to pay (a) a "late charge" equal to the greater of $150.00 or one (1%) percent of such amounts which remain unpaid for more than ten days from their due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid), and (b) interest at the rate of 1.5% per month (but in no event in excess of the maximum rate permitted by law) on such unpaid amounts computed from the due date, thereof, together with all costs and expenses, including, without limitation, attorneys' fees paid or incurred by the Board or by any managing agent in any proceeding brought to collect such unpaid Common Charges or in any action to foreclose the lien on such Unit arising from said unpaid Common Charges as provided in Section 339-z of the New York Condominium Act, in the manner provided in Section 339-aa thereof or in any other manner permitted by law. All such "late charges," interest, costs and expenses shall be added to and shall constitute Common Charges payable by such Unit Owner. Notwithstanding the foregoing, the Board may establish its own alternate fees for late payments, whether such fees are more or less than the charges set forth herein.

6.7 Foreclosure of Liens for Unpaid Common Charges. In any action brought by the Board to foreclose a lien on a Unit because of unpaid Common Charges, the Unit Owner shall be required to pay a reasonable rental for the use and occupancy of such Unit Owner's Unit and the plaintiff in such foreclosure action shall be entitled to the appointment, without notice, of a receiver to collect the same. The Board, acting on behalf of all Unit Owners, shall have the power to purchase any such Unit or portion thereof at the foreclosure sale thereof and to acquire, hold, lease, mortgage, convey or otherwise deal with such Unit or portion thereof (but not to vote the votes appurtenant to such Unit or portion thereof). A suit to recover a money judgment for unpaid Common Charges shall be maintainable without foreclosing or waiving the lien securing such charges. In the event the net proceeds received on such foreclosure sale (after deduction of all legal fees, advertising costs, brokerage commissions and other costs and expenses incurred in connection therewith) are insufficient to satisfy the defaulting Unit Owner's obligations, such Unit Owner shall remain liable for the deficit. Notwithstanding anything to the contrary set forth above, the Condominium Board at the request of Declarant will enter into a non-disturbance agreement with any tenant with which Declarant has entered into a lease for either of the Commercial Unit. Under the terms of the non-disturbance agreement, the tenant will acknowledge that the lease is subject and subordinate to the Declaration and the Board will agree that so long as there is no event of default under said lease, as would entitle the Declarant or any successor landlord under the lease to terminate the lease or dispossess the tenant thereunder, the

tenant shall not be named or joined in any action or proceeding to foreclose the Board's lien on the Commercial Unit for Common Charges or any other sums of any sort, and the Board shall agree that the lease shall not be terminated nor shall the tenant's use, possession, or enjoyment of the Commercial Unit in question be interfered with, nor shall the leasehold estate granted by the lease be affected in any manner, nor shall any of the rights of the tenant granted under the lease be affected in any manner, in any foreclosure or other action or proceeding instituted under or in connection with such lien or in the exercise of any rights of the Board, or, in case the Board takes possession of the Commercial Unit pursuant to any provision of the Declaration or By-Laws, or otherwise; provided however that if the Board or any other party succeeds to the interests of the Declarant under the lease the tenant will agree to be bound to the Board or party under all of the terms, covenants and conditions of the lease and the tenant will attorn to the Board or party as its landlord.

6.8 Statement of Common Charges. The Board shall promptly provide any Unit Owner who so requests, with a written statement of all unpaid Common Charges due to it from Unit Owners.

6.9 Maintenance and Repairs.

6.9.1 Except as otherwise provided in the Declaration or these By-Laws, all painting, decorating, maintenance, repairs and replacements, whether structural or nonstructural, ordinary or extraordinary, (a) in or to any Unit (excluding Common Elements included therein except as otherwise provided in these By-Laws) and the entrance doors thereto shall be made by the owner of such Unit at such Unit Owner's sole cost and expense, (b) in or to the General Common Elements or Residential Common Elements shall be made by the Condominium Board and the cost and expense thereof shall be charged to the Unit Owners as a Common Expense, (c) in or to the Limited Common Elements shall be made by the Board and the cost and expense thereof shall be charged to the Unit Owner benefited by such Limited Common Element.

6.9.2 Notwithstanding the provisions of Subsection 6.9.1:

6.9.2.1 In the event that any painting, decorating, maintenance, repairs or replacements to the Property or any part thereof is necessitated by the negligence, misuse or neglect of (a) any Unit Owner or any guest, agent, licensee, tenant or invitee of a Unit Owner, the entire cost thereof shall be borne by such Unit Owner, or (b) the Condominium Board, the entire cost thereof shall be charged to the Unit Owners as a General Common Expense, except in all such cases to the extent such cost is covered by the proceeds of any insurance maintained pursuant to the provisions hereof.

6.9.2.2 The interior and exterior glass surfaces of all windows located in any Residential Unit shall not be colored or painted and no neon or colored lights may emanate therefrom and neither the windows, window frames nor mullions may be modified, altered or

replaced without the consent of the Board. All normal maintenance, repairs and replacements of any terrace shall be made by the Residential Unit Owner having access to such terrace at such Unit Owner's own cost and expense, but any structural or extraordinary repairs or replacements to such Terrace (including any leaks which are not caused by the negligence of the Residential Unit Owner having access to the same) shall be made by the Board and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense. The Board may require a Residential Unit Owner to remove plants and other installations placed on terraces or balconies by said Residential Unit Owners if the Board determines, in its reasonable discretion, that such plants and other installations adversely affect the integrity of the roof. The Board may establish such other rules and regulations it deems necessary to protect the Common Elements and the Residential Units and the Condominium Board may establish such rules and regulations as it deems necessary to protect the health and safety of the occupants.

6.9.2.3 The exterior surface of all windows shall be washed and cleaned by the Board and the cost and expense thereof shall be a Common Expense. The interior glass surfaces of all windows located in any Unit shall be washed and cleaned by the Unit Owner or occupant thereof at such Unit Owner's sole cost and expense. No Unit Owner or occupant shall clean or permit to be cleaned any window or require, permit or allow it to be cleaned, from the outside, in violation of Section 202 of the Labor Law of the State of New York, or any future law of like import, or (if applicable) in violation of the rules of the Board of Standards and Appeals of the City of New York or any other governmental authority having jurisdiction over the Land or the Building. Each Unit Owner shall indemnify the Condominium Board and the other Unit Owners, and their respect agents and employees, for all losses, damages, or fines suffered by any of the them as a result of a violation of the aforesaid, laws, ordinances, regulations or rules.

6.9.2.4 The exterior of all front doors of Residential Units shall not be painted or decorated and no hardware, doorknobs and hinges shall be replaced other than with the consent of the Board.

6.9.2.5 Any repairs or maintenance work performed with respect to any HVAC units in any Residential Unit shall only be performed by a company or individual previously approved by the Board.

6.9.2.6 Routine maintenance and repair of the vault space in the cellar shall be the obligation of the Board. The costs of any structural repairs, including waterproofing and repairs to the foundations or retaining walls adjacent to the vaults and the closing of the vaults, shall be performed by the Condominium Board and the cost therefor shall be a Common Expense.

6.9.2.7 It shall be the obligation of the Condominium Board to clean the sidewalks surrounding the Building and to remove the snow therefrom and the cost thereof shall be a General Common Expense. The cost of repairing and replacing the sidewalks shall be a General Common Expense.

6.9.3 Each Unit and all portions of the Common Elements shall be kept in first-class condition (and with respect to any Terrace, roof or other part of the Property exposed to the elements, free of snow, ice, accumulation of water and vegetation or foreign matter) by the Unit Owner or Board, whichever is responsible for the maintenance thereof as set forth herein, and such Unit Owner or Board, as the case may be, shall promptly make or perform, or cause to be made or performed, all maintenance work, repairs and replacements necessary in connection therewith. In addition, the public areas of the Building and the Common Elements shall be kept in good, clean and neat appearance, in conformity with the dignity and character of the Building, by (a) the Board with respect to such parts of the Building required to be maintained by it, (b) each Residential Unit Owner with respect to the windows and shades, Venetian or other blinds, drapes, curtains or other window decorations in or appurtenant to such Unit Owner's Unit. Nothing contained herein shall be deemed to limit, in any way, the Commercial Unit Owner with respect to window treatments or entranceways into such Units or the use of windows and shades, Venetian or other blinds, drapes, curtains or other window decorations in their respective Commercial Unit.

6.9.4 Notwithstanding anything to the contrary set forth in this Declaration or the By-Laws, the Condominium Board shall not, without the consent of the Declarant and the Commercial Unit Owner, decrease the level of services available to the Commercial Unit as of the date of the filing of the Declaration, including, but not limited to, heat and cooling which shall be made available to the Commercial Unit 365 days a year (or 366 in a leap year), 24 hours a day.

6.9.5 In the event of an "emergency" (i.e., a condition requiring repair or replacement immediately necessary for the preservation or safety of the Building or for the safety of occupants of the Building or other persons, or required to avoid the suspension of any necessary service in the Building), the Unit Owners shall have the right to request work be performed by building staff and the actual cost thereof will be determined by the Board and charged to, and payable by, either all Unit Owners as a Common Charge, or the Unit Owner or Unit Owners determined to be solely responsible for such emergency, as the Board shall determine.

6.10 Violations of Maintenance Obligations.

6.10.1 In the event that any Residential Unit Owner, within a reasonable time after receipt of written notice from the Board, fails to perform any of its obligations with respect to the painting, decorating, maintenance, repair or replacement of its Unit as provided in this Article 6 or of any Limited Common Element for which such Unit Owner is responsible under the Declaration or these By-Laws, the Board may, but shall not be obligated to, perform or cause to be performed such painting, decorating, maintenance, repair or replacement unless such Residential Unit Owner, within thirty (30) days after receiving notice of such default from the Board (or sooner in the case of emergency), cures such default, or in the case of a default not reasonably susceptible to cure within such period, commences and thereafter prosecutes to completion, with due diligence, the curing of such default. All sums expended and all costs and

expenses incurred in connection with the making of any such painting, decorating, maintenance, repair or replacement by the Board, together with 10% for overhead and interest thereon at the rate of 2% per month from the date on which the Board first incurs any cost or expense (but in no event in excess of the maximum rate permitted by law), shall be immediately payable by such Residential Unit Owner to the Board and shall, for all purposes hereunder, constitute Common Charges payable by such Residential Unit Owner.

6.10.2. In the event that any Commercial Unit Owner fails or neglects in any way to perform any obligation with respect to the maintenance, repair or replacement of such Unit Owner's Commercial Unit, the Board may, but shall not be obligated to, perform or cause to be performed any such painting, decorating, maintenance, repair or replacement provided that (a) the Board gives the Commercial Unit Owner written notice that such repair or replacement is necessary and that the Board will complete such repair or replacement in the event the Commercial Unit Owner does not promptly act or complete the repair or replacement, and (b) the Commercial Unit Owner, within ten (10) days after receiving such notice, fails to cure its default, or in the case of a default not reasonably susceptible to cure within such period, fails to commence and to thereafter prosecute to completion, with due diligence, the curing of such default. All sums expended and all costs and expenses incurred in connection with the making of any such painting, decorating, maintenance, repair or replacement by the Board, together with 10% for overhead, interest thereon at the rate of 2% per month from the date on which the Commercial Board first incurs any cost or expense (but in no event in excess of the maximum rate permitted by law) shall be payable by such Commercial Unit Owner to the Board and shall, for all purposes hereunder, constitute Common Charges payable by such Commercial Unit Owner.

6.11 Structural Alterations, Additions, Improvements and Repairs of Units.

6.11.1 Except as otherwise provided in the Declaration, no Residential Unit Owner shall make any structural alteration, addition, improvement or repair in or to such Unit Owner's Unit without the prior written approval of the Board. The Board shall have the obligation to answer any written request by a Residential Unit Owner for approval of a proposed structural alteration, addition, improvement or repair in or to such Residential Unit Owner's Unit within 45 days after such request is received, and the failure to do so within the stipulated time shall constitute the Board's consent to the proposed alteration, addition, improvement or repair. Prior to, and as a condition of, the granting of its consent to the making of a structural alteration, addition, improvement or repair in or to a Unit, the Board may exercise the right to reasonably approve the Residential Unit Owner's contractors and suppliers, and may, at its option, require the Residential Unit Owner to execute an agreement in form and substance satisfactory to the Board setting forth the terms and conditions under which such alteration, addition, improvement or repair may be made, including, without limitation, the days and hours during which any work may be done. A Board may impose fees upon a Residential Unit Owner to reimburse the Board for its costs incurred in reviewing or supervising the aforesaid work. Notwithstanding anything to the contrary contained in this Subsection 6.11.1, neither Declarant or its designee nor the Commercial Unit Owner, nor a Permitted Mortgagee (or its designee) of Declarant or its assignee shall be required to obtain the approval of the Board for any structural alteration,

addition, improvement or repair in or to Unsold Residential Units or the Commercial Unit, to the extent permitted by law and applicable governmental regulations, or to enter into any alteration agreement with respect thereto.

6.11.2 All structural alterations, additions, improvements and repairs by Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction thereof. A Unit Owner making or causing to be made any structural alteration, addition, improvement or repair shall agree, and shall be deemed to have agreed, to hold the Board and all other Unit Owners harmless from any costs or liability arising therefrom.

6.11.3 Any application to any department of The City of New York or to any other governmental authority having jurisdiction thereof for a permit to make a structural alteration, addition, improvement or repair in or to any Unit so approved by the Board (if such approval is required) shall, if required by law or such department or authority, be executed by the Board, provided that the Board shall not incur any liability, cost or expense in connection with such application or to any contractor, subcontractor, material man, architect or engineer on account of such alteration, addition, improvement or repair or to any person having any claim for injury to person or damage to property arising therefrom. Notwithstanding anything to the contrary set forth above, Declarant is hereby authorized on behalf of the Boards to execute such applications, permits or other documents as may be required to undertake, perform and complete such work to the Unsold Units, Commercial Unit and Common Elements as Declarant is entitled to perform in accordance with the terms of the Declaration and these By-Laws and to obtain such certificates of completion as may then be required by Law (collectively the "Required Documentation") and, the appropriate Board, if requested by Declarant, shall execute the Required Documentation.

6.11.4 In the event that any alterations, additions, improvements or repairs made by any Residential Unit Owner shall materially delay, prevent or adversely affect, or create a significant risk of materially delaying, preventing or adversely affecting, whether directly or indirectly, the issuance or reissuance of a temporary or permanent certificate of occupancy for other Units or the Building, then upon the written request of Declarant or the Condominium Board , the Unit Owner shall restore the Unit, at such Unit Owner's sole cost and expense, to its original condition. If such Unit Owner fails to commence diligently and continuously restoring the Unit within fifteen (15) days of receipt of the written request, then the Declarant or the Board, as the case may be, requesting such restoration shall be entitled to enter and restore the Unit at the expense of the Unit Owner and to exercise any other remedies provided in these By-Laws.

6.11.5 Until such time as the initial renovation of the Building is complete, including the completion of "punch list" work, no Board or Unit Owner shall use or suffer to be used in any part of the Building any labor forces incompatible with the labor forces which are completing the construction of the Building on behalf of Declarant. In addition, the prosecution of the work necessary to complete initial construction of the Building, including the completion

of "punch list" work by or on behalf of Declarant, shall take precedence over the prosecution of any other work at the Building.

6.11.6 Under no circumstances shall a Unit Owner be granted written approval by the Board to make any alteration, addition, or improvement that would require a construction permit issued by the NYC Department of Buildings in or to such Unit Owner's Unit until the initial renovation of the Building is complete. Any Unit Owner who does not properly complete construction work and obtain all necessary sign-offs in accordance with approved plans, who performs any construction without a required Construction permit or who otherwise performs construction during the renovation period, shall be liable to the Sponsor, the Board and to all other Residential Unit Owners for any costs, expenses and liabilities due to the delay in the issuance of a permanent Certificate of Occupancy for any Residential Unit, arising therefrom.

6.12 Alterations, Additions, Improvements or Repairs to Common Elements.

a) Except as otherwise provided in the Declaration or these By-Laws, all alterations, additions, improvements or repairs in or to any General, Residential or Limited Common Element shall be made by the Board or Unit Owner(s) required to maintain such General, Residential or Limited Common Element and the cost and expense thereof shall be charged to the Unit Owners as a Common Expense, or to the Unit Owner(s) responsible therefor, as the case may be. Whenever in the judgment of the Board, the cost of any alteration, addition, improvement or repair would exceed $100,000 in the aggregate in any calendar year (except if such alteration, addition, improvement or repair is provided for in a duly approved budget), then such proposed alteration, addition, improvement or repair shall not be made unless first approved by a Majority of Unit Owners and by the Residential Mortgage Representatives (as hereinafter defined), if any, with respect to alterations, additions, improvements or repairs made by the Board and with the consent of any Permitted Mortgagee holding a mortgage on the Commercial Unit. Except as otherwise provided in the Declaration or these By-Laws, all such alterations, additions, improvements or repairs costing in the aggregate $100,000 or less in any calendar year may be made as aforesaid without the approval of the Unit Owners or said Mortgage Representatives.

6.13 Alterations of Certain Common Elements.

6.13.1 The Commercial Unit Owner shall be entitled, at its sole cost and expense to make any alteration, addition, improvement or repair in or to the exterior facade of the Building adjacent to such Unit Owner's Unit at such Unit Owner's cost and expense, without the consent of the Board, but subject to all other requirements of law and of these Bylaws.

6.14 Restrictions on Use of Units.

6.14.1 In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, each Residential Unit shall be used only for residential purposes and for any home occupation uses to the extent permitted under applicable zoning law and ordinances and other applicable governmental laws and regulations but not for Commercial use and not otherwise except as herein expressly provided.

6.14.1.1 The Board, may, in its discretion, grant permission for the use of a Residential Unit for a purpose other than home occupation use (but not for Commercial use), provided such use (1) is permitted by law, (2) does not violate the then existing certificate of occupancy for such Residential Unit, (3) does not adversely affect the use and enjoyment of neighboring or adjacent Residential Units for residential purposes, and (4) complies with all applicable governmental regulations. Such permission by the Board shall be in writing and shall be personal to the Residential Unit Owner. Any successor in title to such Residential Unit shall be required to obtain the prior written approval of the Board before using such Residential Unit for any purpose other than stated in Subsection 6.14.1. No Unit may be used for: (i) any use that impairs or threatens the structural integrity of the Building or the life, health or safety of Owners, tenants or occupants of Units; (ii) any use that violates applicable Laws; or (iii) any use that results in the cancellation or a notice of cancellation of insurance maintained by the Condominium Board and no sold Residential Unit or (if the Plan is amended to offer the Commercial Unit for sale) sold Commercial Unit and no portion of the Common Elements may be used in a manner that is an unreasonable nuisance to other Unit Owners or an unreasonable interference with the peaceful possession or proper use or operation of the Units or the Common Elements for their intended or permitted purposes as stated in the Condominium Documents (all of the foregoing are designated as "**Prohibited Uses**").

6.14.1.2 No portion of a Residential Unit (other than the entire Unit) may be sold, conveyed, leased or subleased, and no transient occupant (other than a guest permitted under this Subsection 6.14.1) may be accommodated therein.

6.14.1.3 Each Unit Owner shall notify the Managing Agent in writing when a child or children under the age of ten (10) years lives or resides (even temporarily) in the Unit. Each Unit Owner shall install at such Unit Owner's expense, the required window guards in all windows of the Unit. The Unit Owner shall maintain all window guards installed in the Unit and shall not remove same until permitted by applicable law and in any event, without full knowledge of the Managing Agent. Please see the Section of the Plan entitled "Rights and Obligations of Unit Owners and the Boards of Managers" for further details.

6.14.2 Notwithstanding the provisions of Subsection 6.14.1, Declarant or its designee may, without the permission of the Board, (a) grant permission for the use of any Unsold Residential Unit for any purpose, provided such use is permitted by law, does not violate the then existing certificate of occupancy for such Residential Unit and the user of

such Unit complies with all applicable governmental regulations, and (b) use any Unsold Residential Units as models and sales and/or promotion offices in connection with the sale or rental of the Units or for any other purpose, subject only to the provisions of the Declaration and these By-laws and in compliance with applicable governmental laws and regulations.

6.14.3 No Unit Owner shall use, store, generate, treat, transport, handle or dispose of within its Unit or elsewhere in the Building any Hazardous Substances, other than ordinary cleaning fluids which are used, stored, generated, treated, transported, handled and disposed of by an Occupant in strict compliance with applicable Law. "Hazardous Substances" means any pollutants, contaminants, toxic or hazardous substances, materials, wastes, constituents, compounds or chemicals (including, without limitation, petroleum or any by-products or fractions thereof, any form of natural gas, lead, asbestos and asbestos containing materials, building construction materials and debris, polychlorinated biphenyls ("PCBs") and PCB-containing equipment, radon and other radioactive elements, ionizing radiation, electromagnetic field radiation and other non-ionizing radiation, infectious, carcinogenic, mutagenic, or etiologic agents, pesticides, defoliants, explosives, flammables, corrosives and urea formaldehyde foam insulation) that are regulated by, or may now or in the future form the basis of liability under, any Law.

6.15 Use of Common Elements.

6.15.1 Common Elements may be used only for the furnishing of the services and facilities and for the other uses for which they are reasonably suited.

6.15.2 No furniture, packages or objects of any kind shall be placed in the lobbies, vestibules, public halls, stairways, public elevators or any other parts of the General, Residential or Limited Common Elements other than in Limited Common Elements for the exclusive use of a particular Residential Unit Owner without the prior consent of the Board. The lobbies, vestibules, public halls, stairways and public elevators shall be used only for normal passage through them.

6.15.3 In the event that the Condominium Board erects a sidewalk bridge or other scaffolding at the Building, the Condominium Board shall give due regard to the use of the Commercial Unit at the time in question and shall use best efforts to (i) minimize any disruption to the use of such Commercial Unit and (ii) not restrict ingress or egress through the exterior doorways to the Commercial Unit. In furtherance thereof, the Condominium Board agrees to consult with the Commercial Unit Owner prior to the installation of such sidewalk bridge or other scaffolding and to permit the Commercial Unit Owner to install, as a General Common Expense, signs upon the sidewalk bridge and scaffolding. Any sidewalk bridge or other scaffolding installed shall be at least 14 feet above the sidewalk level and shall have adequate lighting.

6.15.4 Except pursuant to rules adopted by the Condominium Board, which may not be adopted or amended without the Commercial Member's consent, and the terms and provisions of the Declaration and these By-Laws, in no event shall the Condominium Board or Unit Owners impair, restrict or impede the use of the General Common Elements described in the Declaration, by the Commercial Unit Owner or anyone claiming by, through or under the Commercial Unit Owner including, but not limited to, the tenants and occupants of any portion of the Commercial Unit or their respective licensees or invitees.

6.15.5 The owner of any two or more Residential Units, which Units are serviced or benefited by any Common Element adjacent or appurtenant to such Units (for example, that portion at the end of any residential hallway which is directly adjacent to any such Units located on opposite sides of such hallway) shall, to the extent permitted by law and with the consent of the Board (which consent shall not be unreasonably withheld or delayed), have the exclusive right of use of such Common Element as if it were a part of such Units (including the right, in the above example of a portion of a hallway, to enclose such portion) and no amendment to the Declaration nor reallocation of Common Interests shall be made, provided such owner agrees, at its sole cost and expense, to (a) be responsible for the operation, maintenance and repair of such Common Element for so long as such owner exercises such exclusive right of use, and (b) restore such Common Element to its original condition, reasonable wear and tear excepted, after such owner ceases to exercise such exclusive right of use. The owner of any such Units which are Unsold Residential Units shall have the rights set forth in the preceding sentence without the necessity for obtaining the consent of the Board. Notwithstanding the above, if an owner transfers or conveys its Residential Units to a successor owner, the transferor need not comply with (b) above provided that the transferee agrees to abide by (a) and (b) above.

6.16 Other Provisions as to Use. No nuisance shall be allowed in the Property nor shall any use or practice be allowed in the Property which is a source of annoyance to the residents or occupants of the Property or which interferes with the peaceful possession or proper use of the Property by its residents or occupants. No nuisance, immoral, improper or offensive use (whether or not unlawful) and no unlawful use shall be allowed in the Property or any portion thereof. All valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof, relating to any portion of the Property shall be complied with at the full expense of the respective Unit Owners. Except as otherwise provided in the Declaration, the Commercial Unit may be used for any lawful purpose including, without limitation, department and other commercial stores, health clubs, theaters, banks, restaurants, restaurant/lounges, commercial and professional offices; and no sale, lease, sublease or use of all or any portion of the Commercial Unit shall be deemed to adversely affect the Residential Units.

6.17 Right of Access.

6.17.1 The Unit Owners grant a right of access to their respective Units to the Board, the managing agents, managers, superintendents and/or any other person authorized by any of the foregoing for the purpose of making inspections of, or for the purpose of removing violations noted or issued by any governmental authority against, the General, Residential or Limited

Common Elements or any other part of the Property, or for the purpose of curing defaults hereunder or under the Declaration or Rules and Regulations by such Unit Owner or correcting any conditions originating in such Unit Owner's Unit and threatening another Unit or all or any part of the General or Limited Common Elements, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other portions of the General, Residential or Limited Common Elements within such Unit Owner's Unit or elsewhere in the Building, or for the purpose of reading, maintaining or replacing utility meters relating to the General or Limited Common Elements, Unit or any other Unit in the Building or to correct any condition which violates the provisions of any Permitted Mortgage covering another Unit, provided that requests for such entry are made not less than three (3) days in advance and that any such right shall be exercised in such a manner as will not unreasonably interfere with the normal conduct of business by the tenants and occupants of the Commercial Unit or with the use of the Residential Units for their permitted purposes. In case of an emergency, such right of entry shall be immediate, without advance notice, whether or not the Unit Owner is present.

6.17.2 Each Unit Owner grants a right of access to such Unit Owner's Unit, and the Board shall grant rights of access to the General Common Elements, the Residential Common Elements, and the respective Limited Common Elements to Declarant and its contractors, subcontractors, architects, engineers, agents and employees, for the completion of the Building and any punch list work therein, provided that access thereto shall be exercised upon reasonable notice during reasonable hours in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes.

6.17.3 Commercial Unit Owner shall have access to Residential Common Elements only as provided in certain easements benefitting the Commercial Unit Owner set forth in the Declaration, and for no other uses or purposes. In the event that the Commercial Unit Owner requires access to a Residential Common Element for non-emergency purposes, such Unit Owner shall give the Board no less than three (3) days' written notice prior to such entry.

6.18 Rules and Regulations. Annexed hereto as Schedule A and made a part hereof are rules and regulations (the "Rules and Regulations") concerning the use of the General Common Elements, the Residential Common Elements, and the Limited Common Elements. The Board may from time to time, modify, amend or add to the Rules and Regulations except that a Majority of Unit Owners may overrule the Board with respect to any such modification, amendment or addition. Any rule or regulation that impacts the Commercial Unit shall not be amended or modified or added to without the consent of a Majority of Commercial Unit Owner. The Condominium Board may adopt and from time to time, modify, amend or add to the Rules and Regulations concerning the use of the General Common Elements or Residential Common Elements, except that a Majority of Unit Owners may overrule said Board with respect to any such adoption, modification, amendment or addition. Copies of any newly adopted Rules and Regulations, or any modifications, amendments or additions thereto, shall be furnished by the Board responsible therefor to each affected Unit Owner not less than 30 days prior to the effective date thereof.

6.19 Real Estate Taxes, Water Charges and Sewer Rents. Water and sewer services shall be supplied to and for all of the Units and the Common Elements through one or more building systems by the City of New York or such other utility servicing the Unit. Except to the extent Unit Owners are billed directly by the City Collector, the Condominium Board shall pay all such charges, together with all related sewer rents arising therefrom, promptly after the bills for the same shall have been rendered, and the cost of same for the Building will be paid by the Unit Owners and included in Common Charges. Until the Units are separately assessed for real estate tax purposes, the Unit Owners shall pay their respective pro rata share of all real estate taxes with respect to the Property (in the proportion that the Common Interest of all Residential Units or Commercial Unit, as the case may be, bears to the Common Interests of all Units) to the Condominium Board as Common Charges, which will in turn pay such taxes to the proper authorities of The City of New York. In the event of a proposed sale of any Residential Unit, the Board, on request of the selling Residential Unit Owner, shall execute and deliver to the purchaser of such Unit or to such purchaser's title insurance company, a letter agreeing to pay all charges for water, sewer rents and real estate taxes (so long as the Board is still collecting and paying such charges) affecting such owner's Unit to the date of the closing of title to such Unit, promptly after such charges have been billed by the proper authorities.

6.20 Gas. Gas for the Residential Units and Commercial Unit 2 will be supplied by the utility company servicing the gas distribution system and charges therefor shall be paid by the Board. The cost of gas consumed in the Residential Units and Commercial Unit 2 will be borne by the Residential Unit Owners as a Common Charge. Gas consumed in the Commercial Unit will be separately metered and billed directly to the Commercial Unit Owner utilizing gas.

6.21 Electricity. Electricity for each Residential and Commercial Unit (including tenants occupying portions of the Commercial Unit) shall be separately metered or submetered for each Unit (or portion thereof). Each Unit Owner shall be required to pay the bills for electricity consumed or used in such Unit Owner's Unit (or portion thereof) and the Limited Common Elements to which such Unit has exclusive access, directly to the utility company as directed by the Board except that in the event that the Residential Units or Commercial Unit are submetered, such Unit Owner shall be required to pay bills for electricity consumed or used in such Unit Owner's Unit either to the appropriate Board or to the utility company or company engaged by the Board to perform such services as directed by the Board. The Common Expenses shall include fees for administering and servicing the submeters. In the event that a Residential Unit Owner fails to pay for its submetered electricity, the Board shall be obligated therefor and such electricity charges shall be deemed Common Charges allocable to the defaulting Residential Unit Owner for which the Board shall have a lien as provided in Section 6.6. of these By-Laws. Electricity for the General Common Elements and Residential Common Elements shall be supplied through one or more separate meters therefor and the cost thereof will be paid by the Board and will be borne by the Unit Owners as Common Charges.

6.22 Utilities Serving the Common Elements. Except as otherwise provided in this Article 6, the cost and expense of water, sewer facilities, steam, electricity and gas serving or benefiting any General Common Element or Residential Common Element shall be (a)

considered part of the expense of maintaining such General Common Element or Residential Common Element, (b) determined by the Condominium Board, and (c) charged to the Unit Owners as a Common Expense.

6.23 Abatement and Enjoinment of Violations by Unit Owners.

6.23.1 The violation of any of the Rules and Regulations or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Condominium Board, with respect to matters affecting the General Common Elements or the Residential Common Elements, the right, in addition to such other rights set forth in these By-Laws, (i) to enter any Unit or General, Residential or Limited Common Element in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition resulting in such violation or breach and the Board shall not thereby be deemed guilty or liable in any manner of trespass, or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach.

6.23.2 The violation or breach of any of the provisions of these By-Laws, any of the Rules and Regulations or the Declaration with respect to any rights, easements, privileges or licenses granted to Declarant or its designee shall give to Declarant and its designee the right, in addition to any other rights set forth in these By-Laws or the Declaration, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach.

ARTICLE 7

MORTGAGES

7.1 Notice to Board. A Unit Owner who mortgages such Unit Owner's Unit, or the holder of any mortgage encumbering such Unit, shall notify the Board of the name and address of the mortgagee and shall file a conformed copy of the note and mortgage with the Board. Such Unit Owner shall, prior to making such mortgage, satisfy all unpaid liens against such Unit Owner's Unit other than Permitted Mortgages. A Unit Owner who satisfies a mortgage covering such Unit Owner's Unit shall so notify the Board and shall file a conformed copy of the satisfaction of mortgage with the Board. The Board shall maintain such information in a book entitled "Mortgages of Units."

7.2 Notice of Default and Unpaid Common Charges. Whenever so requested in writing by a Permitted Mortgagee, the Board shall promptly report to such Permitted Mortgagee any default in the payment of Common Charges or any other default by the Unit Owner of such Unit under the provisions of the Declaration or these By-Laws of which the Board may have

received notice. The Board, when giving notice to a Unit Owner of any such default, shall, if requested, also send a copy of such notice to any Permitted Mortgagee thereof. Any Permitted Mortgagee holding a mortgage on an Unsold Unit shall be deemed to have requested the notice referenced in the first sentence of this Section.

7.3 Performance by Permitted Mortgagees. The Board, shall accept, by any Permitted Mortgagee of a Unit Owner, payment of any sum or performance of any act required to be paid or performed by such Unit Owner pursuant to the provisions of the Declaration, these By-Laws or the Rules and Regulations, with the same force and effect as though paid or performed by such Unit Owner, in which event the Permitted Mortgagee shall be subrogated to the rights and interests of the Condominium Board upon such payment or performance.

7.4 Examination of Books. Each Unit Owner and Permitted Mortgagee shall be permitted to examine the books of account of the Condominium at reasonable times, on business days, but not more than once a month.

7.5 Consent of Mortgagees. Except as otherwise expressly provided for herein or in the Declaration, no consent or approval by any mortgagee shall be required with respect to any determination or act of the Board, officer or Unit Owner; provided, however, that nothing contained herein shall be deemed to limit or affect the rights of any mortgagee against such Unit Owner's mortgagor.

ARTICLE 8

SELLING, LEASING AND MORTGAGING OF UNITS

8.1 **Selling and Leasing.** No Residential Unit Owner, other than Declarant or its designee may sell or lease such Unit Owner's Unit except by complying with the following provisions.

8.1.1 Any Residential Unit Owner who receives a bona fide offer to (a) purchase such Unit Owner's Residential Unit together with its appurtenant Common Interest, or (b) lease such Unit Owner's Residential Unit (such offer to purchase or lease a Residential Unit, as the case may be, is called an "Outside Offer," the party making any such Outside Offer is called an "Outside Offeror" and the Residential Unit Owner to whom the Outside Offer is made is called an "Offeree Unit Owner"), which the Offeree Unit Owner intends to accept, shall give notice by certified or registered mall, return receipt requested, to the Board of the receipt of such Outside Offer. Said notice shall include the name and address of the Outside Offeror, the terms of the proposed transaction (including, but not limited to, the intended closing date in the event of a purchase or intended occupancy date in the event of a lease) and such other information as the Board may reasonably require. The giving of such notice to the Board, on behalf of all the Unit Owners represented by the Board, shall constitute an offer by the Offeree Unit Owner to sell such Unit Owner's Residential Unit together with its appurtenant Common Interest or to

lease such Unit Owner's Residential Unit to the Board, or its designee, corporate or otherwise, upon the same terms and conditions as contained in such Outside Offer and shall also constitute a representation and warranty by the Offeree Unit Owner to the Board acting on behalf of all Residential Unit Owners that the Offeree Unit Owner believes the Outside Offer to be bona fide in all respects. The Offeree Unit Owner shall submit in writing such further information with respect thereto as the Board may reasonably request. Not later than twenty (20) days after receipt of such notice together with such information as may have been requested, the Board may elect, by sending written notice to such Offeree Unit Owner before the expiration of said twenty (20) day period, by hand delivery or by certified or registered mail, return receipt requested, to purchase such Residential Unit together with its appurtenant Common Interest or to lease such Residential Unit, as the case may be (or to cause the same to be purchased or leased by its designee, corporate or otherwise), on behalf of all Unit Owners represented by the Board, upon the same terms and conditions as contained in the Outside Offer and as stated in the notice from the Offeree Unit Owner.

8.1.2 In the event the Board shall timely elect to purchase a Residential Unit together with its appurtenant Common Interest or to lease such Residential Unit or to cause the same to be purchased or leased by its designee, corporate or otherwise, then (a) with respect to a purchase, title shall close at the office of the attorneys for the Board, in accordance with the terms of the Outside Offer, within 45 days after the giving of notice by the Board of its election to accept such offer and (b)with respect to a lease, the lease, upon the terms set forth in the Outside Offer, shall be executed and deemed effective on the date the Board elects to accept such offer. Notwithstanding the foregoing, in the event that the closing date with respect to a purchase or the commencement date of the term of the lease, as the case may be, set forth in the Outside Offer, shall be later than 45 days after the giving of notice by the Board of its election to accept the aforesaid offer, the Board shall be required to perform or cause to be performed all of the terms of the Outside Offer (except as otherwise expressly set forth in this Article 8) including, but not limited to, payment of a Deposit or advance rentals and security deposits, as the case may be, and such closing of title or the commencement of the term of the lease shall be the date set forth in the notice to the Board referred to in Subsection 8.1.1 as the intended closing date or commencement date, as the case may be. If pursuant to such Outside Offer, the Outside Offeror was to assume or take title to the Residential Unit subject to the Offeree Unit Owner's existing mortgage or mortgages, the 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 Unit Owner, if such Residential Unit together with its appurtenant Common Interest is to be sold, shall convey the same to the Board, or to its designee, corporate or otherwise, on behalf of all Residential Unit Owners, by deed in the form required by Section 339-o of the Real Property Law of the State of New York, with all tax and/or documentary stamps affixed at the expense of such Offeree Unit Owner, who shall also pay all other taxes arising out of such sale. Real estate taxes (including water charges and sewer rents if separately assessed), mortgage interest, if any, and Common Charges shall be apportioned between the Offeree Unit Owner and the Board, or its designee, corporate or otherwise, as of the closing date. In the event such Residential Unit is to be leased, the Offeree Unit Owner shall execute and deliver to the Board, or to its designee, corporate or otherwise, a lease between the Offeree Unit Owner, as landlord, and the Board, or its designee, corporate or otherwise, as tenant, covering such Residential Unit, for the rental and term contained in such Outside Offer.

8.1.3 In the event the Board or its designee shall fail to accept such offer within 20 days after receipt of notice, as aforesaid, the Offeree Unit Owner shall have an additional 60 days to accept the Outside Offer by executing and delivering a contract or lease, as the case may be. In the event the Offeree Unit Owner shall not, within such 60-day period, accept in writing the Outside Offer, or if the Offeree Unit Owner shall accept the Outside Offer within such 60day period- but such sale or lease, as the case may be, shall not be consummated within an additional 60 days following the expiration of such 60-day period, then, should such Offeree Unit Owner thereafter elect to sell such Residential Unit together with its appurtenant Common Interest or to lease such Residential Unit, as the case may be, the Offeree Unit Owner shall be required to again comply with all the terms and provisions of this Section 8.1. Notwithstanding the foregoing, the Board, in its discretion, may waive the Offeree Unit Owner's obligation to comply with either or both of the 60 day periods described herein or may extend either or both such periods, provided that such waiver or extension shall only be effective if in writing.

8.1.4 Any deed to an Outside Offeror shall be deemed to provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, these By-Laws and the Rules and Regulations, as the same may be amended from time to time.

8.1.5 Any lease executed in connection with the acceptance of any Outside Offer to lease a Residential Unit shall be consistent with these By-Laws and shall provide that it may not be materially modified, amended or extended without the prior consent in writing of the Board, that the tenant shall not assign such Unit Owner's interest in such lease or sublet the demised premises or any part thereof without the prior consent in writing of the Board and that the Board, if permitted by applicable law, shall have power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of (i) a default by the tenant in the performance of its obligations under such lease, or (ii) a foreclosure of the lien granted by Section 339-z of the Real Property Law of the State of New York.

8.1.6 Except as hereinbefore set forth, the form of any such lease executed by the Board or an Outside Offeror shall be a printed, reasonably applicable form of Residential lease which is generally approved by the Board which governs the Unit to be leased and is accepted in New York City, such as an appropriate Real Estate Board of New York, Inc. or Blumberg form, and shall contain such modifications as shall be approved in writing by the Board. Any lease executed by the Board as tenant shall provide that the Board may enter into a sublease of the premises without the consent of the landlord.

8.1.7 The foregoing restrictions of this Section 8.1 shall not apply to Unsold Residential Units (including the lease of a Residential Unit to Declarant or its designee) or the Commercial Unit (or any Commercial condominium units into which the Commercial Unit may hereafter be divided). Declarant or its designee, and the Commercial Unit Owner shall have the right to freely sell their respective Units, or to freely lease all or any part of the Unsold

Residential Units or the Commercial Unit, as the case may be, without having to first offer the same for sale or lease to the Board.

8.2 Consent of Residential Unit Owners to Purchase or Lease of Residential Units by Board. The Board shall not exercise any option hereinabove set forth to purchase or lease any Residential Unit without the prior approval of a Majority of Residential Unit Owners. However, the Board shall have the right to release or waive such option without the prior approval of a Majority of Residential Unit Owners.

8.3 No Severance of Ownership. No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to such Unit Owner's Unit without including therein its appurtenant Common Interest, it being the intention to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests without including all such interests shall be deemed and taken to include the interest or interests so omitted even though the latter shall not be expressly mentioned or described therein. No part of the Common Interest appurtenant to any Unit may be sold, conveyed or otherwise disposed of, except as part of a sale, conveyance or other disposition of the Unit to which such interest is appurtenant or as part of a sale, conveyance or other disposition of such part of the appurtenant Common Interests of all Units. Nothing in this Section 8.3 shall permit the lease of any Unit without the simultaneous lease of its appurtenant Common Interest.

8.4 Release by Board of Right of First Refusal. The right of first refusal contained in Section 8.1 may be released or waived by the Board only in the manner provided in Section 8.5. In the event the Board shall release or waive its right of first refusal as to any Residential Unit, such Residential Unit together with its appurtenant Common Interest may be sold, conveyed or leased, free and clear of the provisions of Subsections 8.1 .1 and 8.1.2, provided that such sale, conveyance or lease occurs within any applicable time periods required pursuant to Subsection 8.1.3.

8.5 Certificate of Termination of Right of First Refusal. A certificate executed by an officer of the Board stating that the provisions of Subsection 8.1 .1 have been met by a Residential Unit Owner or stating that the right of first refusal contained therein has been duly released or waived by the Board, and that as a result thereof the rights of the Board thereunder have terminated (provided that any sale, conveyance or lease occurs within any applicable time periods required pursuant to Subsection 8.1.3), shall be conclusive upon the Board and the Residential Unit Owners in favor of all persons who rely on such certificate in good faith. The Board shall furnish such certificate upon request to any Residential Unit Owner with respect to whom the provisions of Subsection 8.1.1 have, in fact, terminated.

8.6 Financing of Purchase of Residential Units by Board. The purchase of any Residential Unit by the 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 Board. If the funds in such accounts are insufficient to effectuate any such purchase, the Board may levy an assessment against each Residential Unit Owner in proportion to such Unit Owner's respective Common Interest, as a

Common Charge, and/or the Board may, in its discretion, finance the acquisition of such Unit; provided, however, that no such financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit to be purchased together with its (their) appurtenant Common Interest(s).

8.7 Exceptions. The provisions of Section 8.1 shall not apply with respect to any lease, sale or conveyance of any Residential Unit together with its appurtenant Common Interest by (a) the Unit Owner thereof to such Unit Owner's spouse, domestic partner, adult children or grandchildren, parents, grandparents, adult siblings or to any one or more of them or to any affiliate of the Unit Owner thereof, (b) Declarant or its designee, (c) the Board, (d) 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 (e) a Permitted Mortgagee or such Unit Owner's nominee, who has acquired title to any Residential Unit at any foreclosure sale of such Unit Owner's Permitted Mortgage or by deed in lieu thereof delivered in a bona fide transaction; provided, however, that each succeeding Residential Unit Owner shall be bound by, and such Unit Owner's Residential Unit subject to, the provisions of this Article 8. In addition, the provisions of Section 8.1 shall not apply to any lease, sale or conveyance of the Commercial Unit or any part thereof. The term "affiliate" shall be deemed to be an individual or entity which owns more than 50% of the beneficial interest of such Unit Owner, or an entity with respect to which such Unit Owner owns more than 50% of the legal and beneficial interest.

8.8 Gifts and Devises, etc. Any Residential Unit Owner shall be free to convey or transfer such Unit Owner's Residential Unit by gift, or may devise such Unit Owner's Residential Unit by will or have such Unit Owner's Residential Unit pass by intestacy, without being subject to the restrictions of Section 8.1; provided, however, that each succeeding Residential Unit Owner shall be bound by, and such Unit Owner's Residential Unit shall remain subject to, the provisions of this Article 8.

8.9 Unauthorized Sales or Leases of Residential Units. Any purported sale or lease of a Residential Unit consummated in violation of Sections 8.1 or 8.3 shall be voidable at the election of the Board and if the Board shall so elect, the Residential Unit Owner shall be deemed to have authorized and empowered the Board to institute legal proceedings to eject the purported purchaser (in case of an unauthorized sale) or to evict the purported tenant (in case of an unauthorized leasing), in the name of the said Residential Unit Owner as the owner or landlord, as the case may be. Said Residential Unit Owner shall reimburse the Board for all expenses (including attorneys' fees and disbursements) incurred in connection with such proceedings.

8.10 Charges Imposed on Sale or Lease of Residential Units. If permitted by law, the Board shall be entitled to fix by resolution and collect, before any sale or lease of a Residential Unit is consummated, a reasonable charge to cover its expenses, and any fees due the Managing Agent or any attorney retained by the Board, in connection with the sale or lease. If such charge is adopted, it shall be added to, and constitute a portion of, Common Charges payable by the selling or leasing Unit Owner. The aforementioned charge shall not apply to the

lease of a Residential Unit to Declarant or its designee, to the sale or lease of Unsold Residential Units by Declarant or its designee, or to the sale or lease of Unsold Residential Units by a Permitted Mortgagee of Declarant that acquires title to Unsold Residential Units.

8.11 Power of Attorney. At the time of acquiring title to a Unit and as a condition thereof, the new Unit Owner shall duly execute, acknowledge and make arrangements for recording in the City Register's Office, the Power of Attorney required by Article 12 of the Declaration.

8.12 Notices Concerning Residential Unit Occupancy. Within five (5) days following acquisition of a Residential Unit or the commencement of a lease relating thereto, the new Unit Owner or lessor, as the case may be, shall notify the managing agent of the Unit involved, the name of the purchaser or lessee and the names of the individuals, as permitted' by the By-Laws, who will be using or occupying the Unit. The individuals so designated may be changed by the purchaser or lessor, from time to time, by further notice to the Managing Agent.

8.13 Waiver of Right of Partition with Respect to Units Acquired on Behalf of Unit Owners as Tenants-in-Common. In the event that any Unit shall be acquired by the Board or their respective designees, corporate or otherwise, on behalf of all Residential Unit Owners or all Residential Unit Owners, as the case may be, as tenants in-common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such acquired Unit as herein provided.

8.14 Payment of Assessments. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate or lease such Unit Owner's Unit unless and until the Unit Owner shall have paid in full to the Board all unpaid Common Charges theretofore assessed by said Board against such Unit and until such Unit Owner shall have satisfied all unpaid liens against such Unit Owner's Unit other than Permitted Mortgages.

8.15 Mortgage of Units. Subject to Article 7 and Section 8.14, each Unit Owner shall have the right to mortgage such Unit Owner's Unit to a Permitted Mortgagee, provided that, with respect to any mortgage covering a Unit, the Unit Owner making such mortgage shall notify in writing the Board of the making of such mortgage.

ARTICLE 9

CONDEMNATION

In the event of the taking in condemnation or by eminent domain of all or any part of the General or Limited Common Elements, the Board, subject to the provisions set forth below, will arrange for the prompt repair and restoration of such part of the General or Limited Common Elements so taken which, pursuant to the provisions of these By-Laws, are required to be

maintained by the Board. The award made for any such taking shall be payable to the Board responsible for the repair and restoration thereof, as aforesaid; provided, however, that if any such award exceeds $1,000,000, such award shall be payable to the Insurance Trustee and shall be disbursed to the contractors engaged in such repair and restoration, if any, in appropriate progress payments. If the net proceeds of any such award are insufficient to cover, or if such net proceeds exceed the cost of any repairs and restorations, the deficit or surplus, as the case may be, will be borne and shared by all Unit and Owners with respect to any taking of the Common Elements pro rata, as follows: first, to the Residential Unit Owners and the Commercial Unit Owner in accordance with their respective Common Interests; thereafter, the Board shall allocate such deficit or surplus, as the case may be, pro rata, to the Residential Unit Owners and to the Commercial Unit Owner, respectively, in accordance with their respective Common Interests. Notwithstanding any provisions contained herein to the contrary, in the event that (1) 80% or more of all Unit Owners do not duly and promptly resolve to proceed with such repair and restoration of the Common Elements, then such repairs or restorations of the Common- Elements shall not be made and the net proceeds of any such award with respect thereto shall be divided among the Unit Owners pro rata in the same manner as is set forth above, after first paying out of the share of each Unit Owner the amount of any unpaid liens on such Units other than mortgages which are not Permitted Mortgages. As used in this Article 9 the words "promptly resolve" shall mean not more than 60 days from the date of such taking.

ARTICLE 10

RECORDS AND AUDITS

10.1 Records. The Board or the managing agent for that Board, if any, shall keep detailed records of the actions of the Board, minutes of the meetings of the Board, minutes of the meetings of the Unit Owners for whom the Board serves and financial records and books of account with respect to the activities of the Board, including a listing of all receipts and expenditures. In addition, the Board shall keep a separate account for each Residential Unit, which, among other things, shall contain the amount of each assessment of Common Charges made by the Board against each such Unit, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid.

10.2 Audits. Within four months after the end of each fiscal year, an annual report of receipts and expenditures prepared and certified by an independent certified public accountant shall be submitted by the Board to all Unit Owners, and, if so requested, to any Permitted Mortgagee, as the case may be. The cost of such report submitted by the Board, shall be paid by the Unit Owners as a Common Expense.

10.3 Availability of Documents. Copies of the Declaration, these by-laws, the Rules and Regulations and the Floor Plans, as the same may be amended from time to time, shall be maintained at the office of the Condominium Board and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours.

ARTICLE 11

ARBITRATION

11.1 General Procedure. Any arbitration provided for in these By-Laws shall be conducted before one arbitrator in New York City by the Real Estate Board of New York, Inc., if they provide arbitration or American Arbitration Association or any successor organization thereof, in accordance with its rules then in effect and the decision rendered in such arbitration shall be binding upon the parties and may be entered in any court having jurisdiction. In the event that the American Arbitration Association is not then in existence and has no successor, any arbitration hereunder shall be conducted in New York City before one arbitrator appointed, on application of any party, by any justice of the highest court of appellate jurisdiction located in the County of New York having jurisdiction over the matter. The decision of the arbitrator so chosen shall be given within 10 days after such arbitrator's appointment. Any arbitrator appointed or selected in connection with any arbitration under this Article 11 shall be a lawyer or real estate owner, developer, or manager familiar with condominium properties and having general legal or real estate experience, as the case may be, of not less than fifteen years.

11.2 Costs and Expenses. The fees, costs and expenses of the arbitrator will be borne by the losing party in the arbitration or, if the position of neither party to the dispute will be substantially upheld by the arbitrator, such fees, costs and expenses will be borne equally by the disputants unless otherwise set by the arbitrator. Each disputant will also bear the fees and expenses of such disputant's counsel and expert witnesses. All costs and expenses paid or incurred by the Condominium Board in connection with any arbitration held hereunder, including, without limitation, the fees and expenses of counsel and expert witnesses, will constitute General Common Expenses.

11.3 Agreement by Parties. The parties to any dispute required or permitted to be submitted to arbitration hereunder may, by mutual agreement between them, vary any of the provisions of Section 11.1 with respect to the arbitration of such dispute, or may agree to resolve their dispute in any other manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as the "New York Simplified Procedure for Court Determination of Disputes."

ARTICLE 12

MISCELLANEOUS

12.1 Waiver. No provision contained in these By-Laws or the Rules and Regulations shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

12.2 Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws nor the intent of any provision hereof.

12.3 Certain References.

12.3.1 A reference in these By-Laws to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires.

12.3.2 The terms "herein," "hereof or "hereunder" or similar terms used in these By-Laws refer to these entire By-Laws and not to the particular provision in which the terms are used, unless the context otherwise requires.

12.3.3 Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of these By-Laws.

12.4 Severability. Subject to the provisions of the Declaration, if any provision of these By-Laws is invalid or unenforceable as against any person, party or under certain circumstances, the remainder of these By-Laws and the applicability of such provision to other persons, parties or circumstances shall not be affected thereby. Each provision of these By-Laws shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by law. In the event any provision of these By-Laws or the Rules and Regulations conflicts with the provisions of the Declaration, the provisions of the Declaration shall control.

12.5 Insurance Trustee. The Insurance Trustee shall be a bank or trust company in The City of New York, designated by the Condominium Board and having a capital surplus and undivided profits of $500,000,000 or more. In the event the Insurance Trustee resigns or the Condominium Board wishes to replace it, the Condominium Board shall promptly appoint a new Insurance Trustee. The Condominium Board shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a General Common Expense. The Insurance Trustee shall hold all such proceeds in accordance with Section 254(4) of the Real Property Law of the State of New York. If required by Declarant's construction or permanent lender, such lender shall be the Insurance Trustee until its release of all Units from the lien of its mortgage.

12.6 Successors and Assigns. Except as set forth herein or in the Declaration to the contrary, the rights and/or obligations of Declarant or its designee as set forth herein shall inure to the benefit of and be binding upon any successor or assign of Declarant or its designee or, with the consent of Declarant or its designee, any transferee of some or all then Unsold Residential Units then owned by Declarant or its designee, as the case may be (but not to

Purchasers of Residential Units pursuant to the Plan). The rights and/or obligations of the Commercial Unit Owner as set forth herein shall inure to the benefit of and be binding upon any successors or assigns of the Commercial Unit Owner. Subject to the foregoing, Declarant, its designee, and/or the Commercial Unit Owner, as the case may be, shall have the right, at any time in their sole discretion, to assign or otherwise transfer their respective interests herein, whether by sale, merger, consolidation, lease, assignment or otherwise.

12.7 Covenant of Further Assurances.

12.7.1 Any party which is subject to the terms of these By-Laws, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or officer of the Board, or otherwise, shall, upon prior reasonable written request at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action, as such other party may reasonably request to effectuate the provisions of these By-Laws or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

12.7.2 If any Unit Owner or other party which is subject to the terms of these By-Laws fails, within ten days after request therefor, either (i) to execute, acknowledge or deliver any instrument, or to take any action which the Unit Owner or other party is required to execute, acknowledge and deliver or to take pursuant to these By-Laws, or (ii) to deliver a written notice to the party requesting such execution, acknowledgment or delivery, stating the reasons why such Unit Owner, or other party refuses to execute, acknowledge or deliver such instrument or take such action, then the Board is hereby authorized, as attorney-in-fact for such Unit Owner, or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action in the name of such Unit Owner, or other party and such document or action shall be binding on such Unit Owner, or other party.

ARTICLE 13

AMENDMENT TO BY-LAWS

13.1 Amendments by Unit Owners. Except as specifically provided herein or in the Declaration with respect to amendments, modifications, additions or deletions affecting Declarant or its designee, or any Unsold Residential Units, or the Commercial Unit or any Commercial Unit Owner, (a) any provision of these By-Laws may be added to, amended, modified or deleted by the vote of at least 80% in number and in Common Interest of all Unit Owners taken in accordance with the provisions of these By-Laws, provided, however, that the Common Interest appurtenant to each Unit as expressed in the Declaration shall not be altered

without the written consent of all Unit Owners directly affected, (b) any provision of these By-Laws benefiting, protecting or otherwise affecting only the Residential Units or the Residential Unit Owners may be amended, modified, added to or deleted by affirmative vote of at least 66--2/3% in number and in Common Interest of all Residential Unit Owners taken in accordance with the provisions of these By-Laws and (c) any provision of these By-Laws benefiting, protecting or otherwise affecting only the Commercial Unit or the Commercial Unit Owner may be amended, modified, added to or deleted by affirmative vote of at least 66-2/3% in number and in Common Interest of the Commercial Unit Owner taken in accordance with the provisions of these By-Laws. Subject to the provisions contained herein or in the Declaration with respect to amendments, modifications, additions or deletions affecting Declarant or its designee, Permitted Mortgagees, any Unsold Residential Units, the Commercial Unit or any Commercial Unit Owner, any such amendment, modification, addition or deletion shall be executed by the Condominium Board, as attorney-in-fact for all Unit Owners, coupled with an interest, and the Board is hereby authorized by such Unit Owners so to act as their attorney-in-fact. Notwithstanding the foregoing and subject to the provisions contained herein or in the Declaration with respect to amendments affecting Declarant or its designee, or any Unsold Residential Units, the provisions of this Section 13.1 may not be amended, modified, added to or deleted unless 80% in number and in Common Interest of all Unit Owners affected thereby approve such amendment, modification, deletion or addition in the manner set forth above.

13.2 Amendments Affecting Declarant or its Designee or Commercial Unit Owner. Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition or deletion of or to these By-Laws, the Declaration or the Rules and Regulations shall be effective in any way (a) without the prior written consent of Declarant or its designee or the owner of any Unsold Residential Unit, as the case may be, with respect to any amendment, modification, addition or deletion of or to these By-Laws, the Declaration or the Rules and Regulations modifying the permitted uses of the Building or any portion thereof or affecting the rights, privileges, easements, licenses or exemptions granted to Declarant or its designee or the owner of any Unsold Residential Unit, as the case may be, or otherwise adversely affecting Declarant or its designee or the owner of any Unsold Residential Unit, as the case may be, (b) without the prior written consent of the Commercial Unit Owner with respect to any amendment, modification, addition, or deletion of or to these By-Laws, the Declaration or the Rules and Regulations modifying the permitted uses of the Commercial Unit or affecting the rights, privileges, easements, licenses or exemptions granted to the Commercial Unit Owner or their designees or otherwise adversely affecting Commercial Unit Owner or their designees (except in the case of any such amendment, modification, addition or deletion of or to the By-Laws, Declaration or the Rules and Regulations by Declarant), or (c) without the prior written consent of the holder of any present or future mortgage, pledge, or other lien or security interest covering any Unsold Residential Unit or Commercial Unit, with respect to any amendment, modification, addition or deletion of or to these by-laws, the Declaration, or the Rules and Regulations modifying the permitted uses of such Unsold Residential Unit or Commercial Unit, or affecting the rights, privileges, easements, licenses or exemptions granted to the owner of such Unsold Residential Unit or Commercial Unit.

13.3 Amendments Affecting Permitted Mortgagees. Notwithstanding any provision contained herein to the contrary, no modification, addition, amendment or deletion of or to

Article 7 or Sections 6.1, 6.2, 6.4.2, 6.4.3, 8.7, or 8.10 shall be effective as against the holder of any Permitted Mortgage theretofore made unless such holder has given its prior written consent thereto, which consent shall not be unreasonably withheld or delayed.

ARTICLE 14

AMENDMENTS CONCERNING COMMERCIAL UNITS

Amendments, modifications, additions or deletions of or to the Declaration, these By-Laws and the Rules and Regulations may be necessary, appropriate or desirable in connection with the operation of the Commercial Unit and/or the offering for sale or lease of all or any portion of the Commercial Unit and it is contemplated that in connection therewith the Board will cause the Declaration, these By-Laws and the Rules and Regulations to be so amended, modified, added to or deleted from and that the resulting provisions thereof may be similar or dissimilar to those affecting the Residential Units and Residential Unit Owners. In the case of any such amendment, modification, addition or deletion which does not adversely affect the Residential Units, or any Residential Unit Owners, the Board shall be the attorney-in-fact for the Residential Unit Owners, coupled with an interest, for the purpose of approving and executing any instrument effecting such amendment, modification, addition or deletion.

SCHEDULE A

RULES AND REGULATIONS OF

34 WEST 17TH STREET CONDOMINIUM RESIDENTIAL UNITS

1. The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of the Building shall not be obstructed or used for any other purpose than ingress to and egress from the Building.

2. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed in any of the passages, public halls, vestibules, corridors, stairways or fire tower landings except for mail boxes approved by the Board, nor shall any fire exit thereof be obstructed in any manner. Nothing shall be hung or shaken from any doors, windows or roofs or placed upon the window sills.

3. Neither occupants nor their guests shall play in the entrances, passages, public halls, elevators, vestibules, corridors, stairways or fire towers of the Building.

4. No public hall or public elevator vestibule of the Building shall be decorated or furnished by any Residential Unit Owner in any manner.

5. Each Residential Unit Owner shall keep such Unit Owner's Unit and any Limited Common Elements appurtenant thereto (including the surface and drains of any Terrace appurtenant to a Residential Unit) in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance. Any determination as to what constitutes a good state of preservation and cleanliness for any Unit Owner's Terrace shall be within the sole but reasonable discretion of the Board.

6. No window guards, window shades or window decorations shall be used in or about any Residential Unit, unless otherwise required by law, except such as shall have been approved in writing by the Board or the managing agent. No clothes, sheets, blankets, laundry or other articles of any kind shall be hung on or out of a Unit or its appurtenant Limited Common Elements. No window frames or mullions may be removed, altered or replaced without the written consent of the Board.

7. No radio, television aerial, satellite dish or similar device 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 door or window or other part of the Building except such as are permitted

pursuant to the Declaration or the By-Laws or shall have been approved in writing by the Board , nor shall anything be projected from any door or window of the Building without similar approval, except as may otherwise be required by law.

8. No heat, ventilator or air conditioning device or window fan shall be installed in any Residential Unit without the prior written approval of the 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 Unit shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit Owner's Unit.

10. No velocipedes, bicycles, scooters, skateboards, roller skates or similar items shall be allowed in any of the elevators other than the elevators designated by the Board or the managing agent of the Building for that purpose, and no baby carriages or any of the above-mentioned vehicles or other equipment, furniture or other personal articles shall be allowed to stand in the passages, public halls, vestibules, corridors or other public areas of the .

11. 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, comfort or convenience of other Unit Owners or the tenants or occupants of the Building. No Residential Unit Owner shall play or suffer to be played any musical instrument, or practice or suffer to be practiced vocal music, or operate or permit to be operated a phonograph, radio, television computer, stereo or other loud speaker in such Unit Owner's Unit between 11:00 P.M. and the following 7:00 A.M., if the same shall disturb or annoy other occupants of the Building, unless the same shall have the prior written consent of the Board. No construction or repair work or other installation involving noise shall be conducted in any Residential Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency or unless such work is performed by Declarant.

b) 12. No pets other than dogs, caged birds, cats and fish (which do not cause a nuisance, health hazard or unsanitary condition), shall be permitted, kept or harbored in a Residential Unit without the same in each instance having been expressly permitted in writing by the Board or the managing agent of the Building and such consent, if given, shall be revocable by the Board in its sole discretion, at any time. In no event shall any Residential Unit Owner maintain more than two (2) pets in a Residential Unit (other than fish) without the consent of the Board nor shall any bird, reptile, or animal be permitted in any public elevator in the Building, other than the elevators designated by the Board or the managing agent of the Building for that purpose, 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 window sills or other public portions of the Building or on the

sidewalk or street adjacent to the Building. Each Residential Unit Owner who keeps any type of pet in such Unit Owner's Residential Unit may be required to enter into an agreement with the Board setting forth such other rules regarding pets as the Board shall deem suitable and indemnifying and holding harmless the Condominium, all Unit Owners and the managing agent from all claims and expenses resulting from acts of such pet.

13. Servants, messengers and tradespeople visiting or residing in the Building may be required to use the elevators designated by the Board or the managing agent of the Building for that purpose, for ingress and egress. and shall not use any of the other elevators for any purpose, except that nurses in the employ of Residential Unit Owners or their guests or tenants may use any of the other elevators when accompanying said Unit Owners, guests or tenants. However, a guest or visitor of a Residential Unit Owner may use any of the elevators freely, if authorized by such Unit.

14. All packages, whenever feasible, will be required to be delivered by outside personnel to the lobby where such packages will be held for pick-up by Residential Unit Owners. Deliveries, if made, will be made only by building personnel or as otherwise directed by building personnel. Such deliveries will be made only at such times as a Unit is occupied by the resident thereof or an authorized person and said resident or authorized person is willing to accept delivery. If the Residential Unit is not so occupied or delivery is declined, the package will be held until the resident or authorized person returns or requests delivery. In the case of packages containing perishable food items, service or delivery persons who are registered with building personnel will be permitted to make deliveries directly to individual Residential Units after such service or delivery persons have received approval for such delivery from the Residential Unit Owner.

15. Trunks and heavy baggage shall be taken in or out of the Building by the elevators designated by the Board or the managing agent of the Building for that purpose, and through a designated entrance only.

16. No Unit Owner or any visitor, guest, patient, employee or any client of a Unit Owner shall be allowed in the heating, electrical or mechanical equipment areas without the express permission of the Board.

17. All damage to the Building or Common Elements caused by the moving or carrying of any article therein shall be paid by the Unit Owner responsible for the presence of such article.

18. No refuse from the Residential Units shall be sent to the below grade levels of the Building except at such times and in such manner as the Board or the managing agent of the Building may direct.

19. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Residential Unit shall be repaired and paid for by the Owner of such Unit.

20. No occupant of the Building shall send any employee of the Building or of the managing agent thereof out of the Building on any private business.

21. The agents of the Board or the managing agent, and any contractor or worker authorized by the Board or the managing agent of the Building, may enter any room or Residential Unit at any reasonable hour of the day, on at least one day's Prior written notice to the Residential Unit Owner, for the purpose of inspecting such Residential Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests; however, such entry, inspection and extermination shall be done in a manner so as not to unreasonably interfere with the use of such Residential Unit for its permitted purposes.

22. Corridor doors shall be kept closed at all times except when in actual use for ingress or egress to and from public corridors.

23. The Board or the managing agent of the Building may retain a passkey to each Residential Unit. If any lock is altered or a new lock is installed, the Resident Board or the managing agent of the Building shall be provided with a key thereto immediately upon such alteration or installation. If the Residential Unit Owner is not personally present to open and permit an entry to such Unit Owner's Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws and has not furnished a key to the Board or such managing agent, then the Board or such managing agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Board or an officer of the managing agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if during such entry reasonable care under the circumstances is given to such Unit Owner's property).

24. Complaints regarding the services of the Building shall be writing to the Board or to the managing agent of the Building.

25. Any consent or approval given under these Rules and Regulations may be granted, refused, added to, amended or repealed, in the sole discretion of the Board at any time by resolution of the Board. Further, any such consent or approval of the discretion of the Board, be conditional.

26. Residential Unit Owners will faithfully observe the following procedures with respect to the use of the compactor: (a) wrap dust, floor and powdered waste in compact packages before depositing the same; (b) thoroughly drain and wrap in paper all garbage before depositing the same;

(c) refrain from forcing large bundles into the chute; (d) crush into tight bundles all papers before placing the same in the hopper door; (e) deposit all bundles of waste into the hopper(f) refrain from depositing waste of an explosive nature therein; (g) observe all Laws regarding recycling of refuse then imposed by governmental agencies having jurisdiction thereover and (h) observe any additional recycling rules established by the Condominium Board.

27. Except as permitted under the Declaration and By-Laws, and with respect to Limited Common Elements, Residential Unit Owners, their families, guests, servants, employees, agents, visitors, tenants, sublessees or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the Building.

28. Residential Unit Owners, their guests, servants, employees, agents, visitors, tenants, sublessees or licensees shall not cause or permit any unusual or objectionable odors to be produced upon or to emanate from their Units or any public portions of the Building.

29. If any key or keys are entrusted by a Residential Unit Owner or by any member of such Unit Owner's family or by such Unit Owner's agent, servant, employee, tenant, sublessee, licensee or visitor to an employee of the Board or the managing agent of the Building, whether for such Unit Owner's Unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Board nor the managing agent of the Building shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

30. Nothing shall be done or kept in any Residential Unit or in the General or Limited Common Elements which will increase the rate of insurance of the Building or contents thereof without the prior written consent of the Condominium Board. No Residential Unit Owner shall permit anything to be done or kept in such Unit. Owner's Unit or in the General or Limited Common Elements which will result in the cancellation of insurance on the Building or which would be in violation of any law. No waste shall be committed in the General or Limited Common Elements.

31. The Board shall have the right from time to time to relocate any portion of the Common Elements devoted to storage or service purposes.

32. No group tour 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 prior consent of Board or the managing agent of the Building.

33. In the event that any Residential Unit is used for home occupation purposes which are permitted by law and the By-Laws, in no event shall any patients, clients or other invitees be permitted to wait in any lobby, public hallway or vestibule.

34. Unless expressly authorized by the Board in each case, at least 80% of the floor area of each Residential Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting or equally effective noise-reducing material.

35. There will be no barbecuing in the Residential Units in their Limited Common Elements (including Terraces), or the General Common Elements, except for those areas (if any) specifically designated for barbecuing by the Board.

36. The Board reserves the right to rescind, alter, waive or add, as to one or more or all occupants, any rule or regulation at any time prescribed for the Building when, in the reasonable judgment of the Board, the Board deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Building, or the preservation of good order therein, or the operation or maintenance of the Building, or the equipment thereof, or the comfort of Unit Owners, occupants or others in the Building. No rescission, alteration, waiver or addition of any rule or regulation in respect of one Residential Unit Owner or other occupant shall operate as a rescission, alteration or waiver in respect of any other Residential Unit Owner or other occupant.

37. No article, including, but not limited to, bicycles and similar vehicles, shall be stored or allowed to stand on Terraces, other than furniture of the kind usually maintained in outdoor areas.

38. Plantings on any Terrace shall be contained in boxes of wood, lined with metal or other materials impervious to dampness and standing on supports at least two inches from the terrace surface, and, if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special, locations, such as a comer abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. Such masonry planting beds shall not, however, rest directly upon the surface of such Terrace, but shall stand, on supports at least two inches above the surface. It shall be the responsibility of the Residential Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. Such Residential Unit Owner shall, at its sole cost and expense, pay the cost of any repairs rendered necessary, or damage caused, by such plantings.

39. No Residential Unit Owner or any of his family members, agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in his Unit or Residential Limited Common Elements any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Unit or Residential Limited Common Elements.

EXHIBIT 8

CERTIFICATION OF SPONSOR AND SPONSOR'S PRINCIPALS

CERTIFICATION BY SPONSOR AND SPONSOR'S PRINCIPALS PURSUANT TO ATTORNEY GENERAL REGULATION §20.4(B)

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

Attention: Real Estate Financing Bureau

Re: Condominium Offering Plan (the "Offering Plan") for 34 West 17th Street Condominium 34 West 17th Street New York, New York 10011

To Whom It May Concern:

We are the sponsor and the principal of the sponsor of the Condominium Offering Plan for the above-referenced premises (the "Premises"). 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 hereafter submitted by us which amend or supplement the Offering Plan will:

(i) set forth the detailed terms of the transaction and be complete, current and accurate;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(iii) not omit any material fact;

(iv) not contain any untrue statement of a material fact;

(v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

(vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) not contain any representation or statement which is false where we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representations or statements 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 civil and criminal penalties under the General Business Law and Penal Law.

Sworn to before me this
30th day of March, 2016

Notary

RADMILA BULAT
Notary Public, State of New York
No. 02BU6265825
Qualified in Richmond County
Commission Expires July 16, 2016

34 17TH STREET PROJECT LLC

By: 17th Street Manager, LLC, its Managing Member
By: Atkins & Breskin, L.L.C., its Manager

By: _____
Name: Jerry Atkins
Title: Member

JERRY ATKINS

Sworn to before me this
30th day of March, 2016

Notary

RADMILA BULAT
Notary Public, State of New York
No. 02BU6265825
Qualified in Richmond County
Commission Expires July 16, 2016

EXHIBIT 9

CERTIFICATION OF SPONSOR'S ARCHITECT

CERTIFICATION BY SPONSOR'S ARCHITECT
PURSUANT TO REGULATION §20.4(c)

Condominium Offering Plan for

34 West 17th Street Condominium

34 West 17th Street
New York, New York 10011 (the "Property")

34 17TH STREET PROJECT LLC (the "Sponsor"), sponsor of the condominium offering plan for the Property (the "Offering Plan") retained my firm to prepare a report describing the renovation of the Property (the "Report"). I visually inspected existing portions of the Property on August 5, 2015 and examined the building plans and specifications that were prepared by Hustvedt Cutler Architects with the latest approval dated September 25, 2015, by EP Engineering, LLC, with the latest approval dated September 25, 2015, by Stratford Engineering, LLC with the latest approval dated September 25, 2015, and prepared the Report dated October 5, 2015 with revisions to the Report dated March 15, 2016, a copy of which is intended to be incorporated into the Offering Plan so that prospective purchasers may rely upon the Report.

The undersigned is a registered architect in the State in which the Property is located.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the Report.

We have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to from a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

We certify that the Report:

sets forth in narrative form the description and/or physical condition of the entire Property as is will exist upon completion of renovation, provided that renovation is in accordance with the plans and specifications that we examined;

in our professional opinion, affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description and/or physical condition of the Property as it will exist upon completion of renovation, provided that renovation is in accordance with the plans and specifications that we examined;

does not omit any material fact;

does not contain any untrue statement of a material fact;

does not contain any fraud, deception, concealment or suppression;

does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

does not contain any representation or statement which is false where we:

knew the truth;

with reasonable effort could have known the truth;

made no reasonable effort to ascertain the truth; or

did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by and have no beneficial interest in the Sponsor and that our compensation for preparing the Report is not contingent on conversion of the Property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the Property.

HUSTVEDT CUTLER ARCHITECTS

By:_____

Name: David Bruce Cutler

Sworn to before me this
28th day of June, 2016

CUI YING LI
Notary Public, State of New York
No. 01LI6303092
Qualified in New York County
Commission Expires May 12, 2018

Notary

REGISTERED ARCHITECT
DAVID BRUCE CUTLER
020282
STATE OF NEW YORK

EXHIBIT 10

CERTIFICATION OF SPONSOR'S EXPERT CONCERNING ADEQUACY OF BUDGET

FirstService
RESIDENTIAL

PART 23: CERTIFICATION BY EXPERT AS TO
ADEQUACY OF CONDOMINIUM BUDGET

March 28, 2016

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

Re: Condominium Offering Plan
34 West 17th Street Condominium
34 West 17th Street
New York, New York 10011

The sponsor of the condominium offering plan for the captioned property retained our firm to prepare Schedules B and review Schedule B-1 (collectively, "Schedules") containing projections of income and expenses for the first year of condominium operation. Our experience in this field includes: the management of over 250 cooperatives, condominiums and residential rental properties over the course of 25 years.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 23 insofar as they are applicable to the Schedules.

We have reviewed the Schedules and investigated the facts set forth in the Schedules and the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

We certify that the projections in the Schedules appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

We certify that the Schedules:

(i) set forth in detail the projected income and expenses for the first year of condominium operation;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;

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www.fsresidential.com

(iii) do not omit any material fact;

(iv) do not contain any untrue statement of a material fact;

(v) do not contain any fraud, deception, concealment or suppression;

(vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) do not contain any representation or statement which is false, where we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the sponsor. We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the income or expenses for the first year of condominium operation. This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

FirstService Residential New York, Inc.

By: _____

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

Sworn to before me this
28th day of March 2016

_____
Notary Public

ROSEMARY MERCADO
Notary Public, State of New York
No. 01ME6262869
Qualified in Westchester County
Commission Expires May 28, 20__

FirstService
RESIDENTIAL

EXHIBIT 11

CERTIFICATION OF SPONSOR'S EXPERT CONCERNING ADEQUACY OF COMMON CHARGES PAYABLE BY THE COMMERCIAL UNIT OWNER

FirstService
RESIDENTIAL

PART 23: CERTIFICATION BY EXPERT CONCERNING ADEQUACY OF COMMON CHARGES PAYABLE BY THE COMMERCIAL UNIT OWNER

March 28, 2016

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

Re: Condominium Offering Plan
34 West 17th Street Condominium
34 West 17th Street
New York, New York 10011

The sponsor of the condominium offering plan for the captioned property retained our firm to prepare Schedule B which includes projections of common charges payable by the owner of the commercial unit. Our experience in this field includes the management of over 250 cooperatives, condominiums and residential rental properties over the course of 25 years, many of which contain commercial properties.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 23 insofar as they are applicable to the commercial unit listed in Schedule B.

We have reviewed Schedule B as it impacts upon the commercial unit and investigated the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

We certify that the projections in Schedule B for the common charges payable by the owner of the commercial unit appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to such commercial unit for the projected first year of condominium operation, and that the allocation of common charges attributable to the commercial unit also reflects special or exclusive use or availability or exclusive control of particular common areas.

We certify that the estimates in Schedule B for the common charges payable by the owner of the commercial unit:

(i) sets forth in detail the projected common charges for the commercial unit for the first year of condominium operation;

(ii) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the common charges payable by the owner of the commercial unit;

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www.fsresidential.com

(iii) do not omit any material fact;

(iv) do not contain any untrue statement of a material fact;

(v) do not contain any fraud, deception, concealment or suppression;

(vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) do not contain any representation or statement which is false, where we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the sponsor. We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the common charges fairly attributable to the commercial unit for the first year of condominium operation.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

FirstService Residential New York, Inc.

By: _____

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

Sworn to before me this
28th day of March 2016

_____
Notary Public

ROSEMARY MERCADO
Notary Public, State of New York
No. 01ME6282869
Qualified in Westchester County
Commission Expires May 28, 2017

FirstService
RESIDENTIAL

EXHIBIT 12

FORM W-9

Form WM9
(Rev. January 2005)
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.

See **Specific Instructions on page 2**

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other .....

☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If **you do not have a number, see How to get a TIN on page 3.**

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
| | | | = | | = | | | | |

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. person (including a U.S. resident alien).**

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 4.)

Sign Here Signature of U.S. person Date

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If 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.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (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 recipient 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.

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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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, 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, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

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 the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.
Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.
Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501 (a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

1 1. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	**Exempt recipients 1 through** 13. **Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a** broker
Barter exchange transactions and patronage dividends	**Exempt recipients 1 through 5**
Payments over $600 required to be reported and direct sales over $5,000 [1]	**Generally, exempt recipients** 1 through 7 [2]

See1 Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If are a resident alien and you do not have and are not eli ig le 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-owner LLC that is disregarded as an entity separate from its owner (see *Limited fl* abifity company *(LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.sociaisecurity.govloniinelss-5.pdf. 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 ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.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, 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. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A *disregarded domestic* 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, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 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 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

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 **single-owner LLC**	**The owner** [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or **single-owner LLC**	**The owner** [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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	The public entity

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.

Circle the minor's name and furnish the minor's SSN.

You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal 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.)

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.**

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

EXHIBIT 13

FORM W-8 BEN

Form **W-8BEN**
(Rev. December 2000)
Department of the Treasury
Internal Revenue Service

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding

Section references are to the Internal Revenue Code. See separate instructions.
Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do not use this form for:	Instead, use Form:
• A U.S. citizen or other U.S. person, including a resident alien individual	W-9
• A person claiming an exemption from U.S. withholding on income effectively connected with the conduct of a trade or business in the United States	W-8ECI
• A foreign partnership, a foreign simple trust, or a foreign grantor trust (see instructions for exceptions)	W-8ECI or W-8IMY
• A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession that received effectively connected income or that is claiming the applicability of section(s) 115(2), 501(cl 892, 895, or 1443(b) (see instructions)	W-8ECI or W-8EXP
Note: These entities *should* use Form *W-8BEJV* if they are claiming treaty benefits or are providing the form only to claim they are a foreign person exempt from *backup withholding*.	
• A person acting as an intermediary	W-8IMY

Note: See instructions for *additional exceptions*. .

Part I Identification of Beneficial Owner (See instructions.)

1 Name of individual or organization that is the beneficial owner

2 Country of incorporation or organization

3 Type of beneficial owner: ☐ Individual ☐ Corporation ☐ Disregarded entity ☐ Partnership ☐ Simple trust
☐ Grantor trust ☐ Complex trust ☐ Estate ☐ Government ☐ International organization
☐ Central bank of issue ☐ Tax-exempt organization ☐ Private foundation

4 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 (do not abbreviate)

5 Mailing address (if different from above)

City or town, state or province. Include postal code where appropriate.

Country (do not abbreviate)

6 U.S. taxpayer identification number, if required (see instructions) ☐ SSN or ITIN ☐ EIN

7 Foreign tax identifying number, if any (optional)

8 Reference number(s) (see instructions)

Part II Claim of Tax Treaty Benefits (if applicable)

9 I certify that (check all that apply):

☐ The beneficial owner is a resident of ..... within the meaning of the income tax treaty between the United States and that country.

b ☐ If required, the U.S. taxpayer identification number is stated on line 6 (see instructions).

c ☐ The beneficial owner is not an individual, derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).

d ☐ The beneficial owner is not an individual, is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation, and meets qualified resident status (see instructions).

e ☐ The beneficial owner is related to the person obligated to pay the income within the meaning of section 267(b) or 707(b), and will file Form 8833 if the amount subject to withholding received during a calendar year exceeds, in the aggregate, $500,000.

10 Special rates and conditions (if applicable—see instructions): The beneficial owner is claiming the provisions of Article ..... of the treaty identified on line 9a 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 Notional Principal Contracts

11 ☐ I have provided or will provide a statement that identifies those notional principal contracts from which the income is not effectively connected with the conduct of a trade or business in the United States. I agree to update this statement as required.

Part IV 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 beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates,
- The beneficial owner is not a U.S. person,
- The income to which this form relates is not effectively connected with the conduct of a trade or business in the United States or is effectively connected but is not subject to tax under an income tax treaty, 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.

Sign Here ▶ ..... Signature of beneficial owner (or individual authorized to sign for beneficial owner) | ..... Date (MM-DD-YYYY) | ..... Capacity in which acting

Instructions for Form W-8BEN

Department of the Treasury
Internal Revenue Service

(Rev. December 2000)

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding

Section references are to the Internal Revenue Code unless otherwise noted.

General Instructions

Note: *For definitions of terms used throughout these instructions, see* **Definitions** *on pages 2 and 3.*

Purpose of Form. Foreign persons are subject to U.S. tax at a 30% rate on income they receive from U.S. sources that consists of:

- Interest (including certain original issue discount (OID));
- Dividends;
- Rents;
- Royalties;
- Premiums;
- Annuities;
- Compensation for, or in expectation of, services performed;
- Substitute payments in a securities lending transaction; or
- Other fixed or determinable annual or periodical gains, profits, or income.

This tax is imposed on the gross amount paid and is generally collected by withholding on that amount. A payment is considered to have been made whether it is made directly to the beneficial owner or to another person, such as an intermediary, agent, or partnership, for the benefit of the beneficial owner.

If you receive certain types of income, you must provide Form W-8BEN to:

- Establish that you are a foreign person;
- Claim that you are the beneficial owner of the income for which Form W-8BEN is being provided; and
- If applicable, claim a reduced rate of, or exemption from, withholding as a resident of a foreign country with which the United States has an income tax treaty.

You may also be required to submit Form W-8BEN to claim an exception from domestic information reporting and backup withholding at a 31% rate, including for certain types of income that are not subject to foreign-person withholding. Such income includes:

- Broker proceeds.
- Short-term (183 days or less) original issue discount (OID).
- Bank deposit interest.
- Foreign source interest, dividends, rents, or royalties.
- Proceeds from a wager placed by a nonresident alien individual in the games of blackjack, baccarat, craps, roulette, or "big 6" wheel.

You may also use Form W-8BEN to certify that income from a notional principal contract is not effectively connected with the conduct of a trade or business in the United States.

A withholding agent or payer of the income may rely on a properly completed Form W-8BEN to treat a payment associated with the Form W-8BEN as a payment to a foreign person who beneficially owns the amounts paid. If applicable, the withholding agent may rely on the Form W-8BEN to apply a reduced rate of withholding at source.

Provide Form W-8BEN to the withholding agent or payer before income is paid or credited to you. Failure to provide a Form W-8BEN when requested may lead to withholding of a 30% or 31 % amount from the payment.

Note: *For additional information and instructions for the withholding agent, see the* **Instructions for the Requester of Forms** *W-8BEN, W-8ECI, W-8EXP,* and *W-8IMY.*

Who must file. You must give Form W-8BEN to the withholding agent or payer if you are a foreign person and you are the beneficial owner of an amount subject to withholding. Submit Form W-8BEN when requested by the withholding agent or payer whether or not you are [illegible].

Do not use Form W-8BEN if:

- You are a U.S. citizen (even if you reside outside the United States) or other U.S. person (including a resident alien individual). Instead, use **Form W-9,** Request for Taxpayer Identification Number and Certification.
- You are a disregarded entity with a single owner that is a U.S. person and you are not a hybrid entity claiming treaty benefits. Instead, provide Form W-9.
- You are a nonresident alien individual who claims exemption from withholding on compensation for independent or dependent personal services performed in the United States. Instead, provide **Form 8233,** Exemption from Withholding on Compensation for Independent (and Certain Dependent) Personal Services of a Nonresident Alien Individual, or **Form W-4,** Employee's Withholding Allowance Certificate.
- You are receiving income that is effectively connected with the conduct of a trade or business in the United States. Instead, provide **Form W-8ECI,** Certificate of Foreign Person's Claim for Exemption From Withholding on Income Effectively Connected With the Conduct of a Trade or Business in the United States. If any of the income for which you have provided a Form W-8BEN becomes effectively connected, this is a change in

Cat. No. 25576H

circumstances and Form W-8BEN is no longer valid. You must file Form W-8ECI. See **Change in circumstances** below.

- You are filing for a foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming the applicability of section 115(2), 501(c), 892, 895, or 1443(b). Instead, provide **Form W-8EXP,** Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding. However, you should use Form W-8BEN if you are claiming treaty benefits or are providing the form only to claim you are a foreign person exempt from backup withholding. You should use Form W-8ECI if you received effectively connected income (e.g., income from commercial activities).
- You are a foreign flow-through entity, other than a hybrid entity, claiming treaty benefits. Instead, provide **Form W-8IMY,** Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding. However, if you are a partner, beneficiary, or owner of a flow-through entity and you are not yourself a flow-through entity, you may be entity.
- You are a reverse hybrid entity transmitting beneficial owner documentation provided by your interest holders to claim treaty benefits on their behalf. Instead, provide Form W-8IMY.
- You are a withholding foreign partnership or a withholding foreign trust. A withholding foreign partnership or a withholding foreign trust is a foreign partnership or trust that has entered into a withholding agreement with the IRS under which it agrees to assume primary [illegible] or owner's distributive share of income subject to withholding that is paid to the partnership or trust. Instead, provide Form W-8IMY.
- You are acting as an intermediary (i.e., acting not for your own account, but for the account of others as an agent, nominee, or custodian). Instead, provide Form W-8IMY.

Giving Form W-8BEN to the withholding agent. Do not send Form W-8BEN to the IRS. Instead, give it to the person who is requesting it from you. Generally, this will be the person from whom you receive the payment or who credits your account. Give Form W-8BEN to the person requesting it before the payment is made to you or credited to your account. If you do not provide this form, the withholding agent may have to withhold at a 30% (foreign-person withholding) or 31% (backup withholding) rate. If you receive more than one type of income from a single withholding agent for which you claim different benefits, the withholding agent may, at its option, require you to submit a Form W-8BEN for each different type of income. Generally, a separate Form W-8BEN must be given to each withholding agent.

Note: If you own *the income or accountjointly with one or more other persons, the income or account will be treated by the withholding agent as owned by a foreign person if Forms W-8BEN are provided by all of the owners.* If *the withholding agent receives a Form W-9 from any of the joint owners, the payment must be treated as made to a U.S. person.*

Change in circumstances. If a change in circumstances makes any information on the Form W-8BEN you have submitted incorrect, you must notify the withholding agent or payer within 30 days of the change in circumstances and you **must** file a new Form W-8BEN or other appropriate form.

If you use Form W-8BEN to certify that you are a foreign person, a change of address to an address in the United States is a change in circumstances. Generally, a change of address within the same foreign country or to another foreign country is not a change in circumstances. However, if you use Form W-8BEN to claim treaty benefits, a move to the United States or outside the country where you have been claiming treaty benefits is a change in circumstances. In that case, you must notify the withholding agent or payer within 30 days of the move.

If you become a U.S. citizen or resident after you submit Form W-8BEN, you are no longer subject to the 30% foreign-person withholding rate. You must notify the withholding agent or payer within 30 days of becoming a U.S. citizen or resident. You may be required to provide a Form W-9. For more information, see Form W-9 and instructions.

Expiration of Form W-8BEN. Generally, a Form W-8BEN provided without a U.S. taxpayer identification number (TIN) will remain in effect for a period starting on the date the form is signed and ending on the last day of the third succeeding calendar year, unless a change in circumstances makes any information on the form incorrect. For example, a Form W-8BEN signed on September 30, 2001, remains valid through December 31, 2004. A Form W-8BEN furnished with a U.S. TIN will remain in effect until a change in circumstances makes any information on the form incorrect, provided that the withholding agent reports on Form 1042-S at least one payment annually to the beneficial owner who provided the Form W-8BEN. See Line 6 on page 4 for circumstances under which you **must** provide a U.S. TIN.

Definitions

Beneficial owner. For payments other than those for which a reduced rate of withholding is claimed under an income tax treaty, the beneficial owner of income is generally the person who is required under U.S. tax principles to include the income in gross income on a tax return. A person is not a beneficial owner of income, however, to the extent that person is receiving the income as a nominee, agent, or custodian, or to the extent the person is a conduit whose participation in a transaction is disregarded. In the case of amounts paid that do not [illegible] if the payment were income.

Foreign partnerships, foreign simple trusts, and foreign grantor trusts are not the beneficial owners of income paid to the partnership or trust. The beneficial owners of income paid to a foreign partnership are generally the partners in the partnership, provided that the partner is not itself a partnership, foreign simple or grantor trust, nominee or other agent. The beneficial owners of income paid to a foreign simple trust (i.e., a foreign trust that is described in section 651 (a)) are generally the

beneficiaries of the trust, if the beneficiary is not a foreign partnership, foreign simple or grantor trust, nominee or other agent. The beneficiaries of a foreign grantor trust (i.e., a foreign trust to the extent that all or a portion of the income of the trust is treated as owned by the grantor or another person under sections 671 through 679) are the persons treated as the owners of the trust. The beneficial owners of income paid to a foreign complex trust (i.e., a foreign trust that is not a foreign simple trust or foreign grantor trust) is the trust itself.

The beneficial owner of income paid to a foreign estate is the estate itself.

Note: *A payment to a U.S. partnership, U.S. trust, or U.S. estate is treated as a payment to a U.S. payee that is not subject to 30% foreign-person withholding. A U.S. partnership, trust, or estate should provide the withholding agent with a Form W-9.*

Foreign person. A foreign person includes a nonresident alien individual, a foreign corporation, a foreign partnership, a foreign trust, a foreign estate, and any other person that is not a U.S. person. It also includes a foreign branch or office of a U.S. financial institution or U.S. clearing organization if the foreign branch is a qualified intermediary. Generally, a payment to a U.S. branch of a foreign person is a payment to a foreign person.

Nonresident alien individual. Any individual who is not a citizen or resident of the United States is a nonresident alien individual. An alien individual meeting either the "green card test" or the "substantial presence test" for the calendar year is a resident alien. Any person not meeting either test is a nonresident alien individual. Additionally, an alien individual who is a resident of a foreign country under the residence article of an income tax treaty, or an alien individual who is a resident of Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or American Samoa is a nonresident alien individual. **See Pub. 519, U.S. Tax** Guide for Aliens, for more information on resident and nonresident alien status.

Note: *Even though a nonresident alien individual married to a U.S. citizen or resident alien may choose to be treated as a resident alien for certain purposes (e.g., filing a joint income tax return), such individual is still treated as a nonresident alien for withholding tax purposes on all income except wages.*

Flow-through entity. A flow-through entity is a foreign partnership (other than a withholding foreign partnership),
a foreign simple or foreign grantor trust (other than a withholding foreign trust), or, for payments for which a reduced rate of withholding is claimed under an income tax treaty, any entity to the extent the entity is considered payment by an interest holder's jurisdiction.

Hybrid entity. A hybrid entity is any person (other than an individual) that is treated as fiscally transparent (see below) in the United States but is not treated as fiscally transparent by a country with which the United States has an income tax treaty. Hybrid entity status is relevant for claiming treaty benefits. See Line 9c on page 4.

Reverse hybrid entity. A reverse hybrid entity is any person (other than an individual) that is not fiscally transparent under U.S. tax law principles but that is fiscally transparent under the laws of a jurisdiction with which the United States has an income tax treaty. See Line 9c on page 4.

Fiscally transparent entity. An entity is treated as fiscally transparent with respect to an item of income for which treaty benefits are claimed to the extent that the interest holders in the entity must, on a current basis, take
into account separately their shares of an item of income paid to the entity, whether or not distributed, and must determine the character of the items of income as if they were realized directly from the sources from which realized by the entity. For example, partnerships, common generally considered to be fiscally transparent with respect to items of income received by them.

Disregarded entity. A business entity that has a single owner and is not a corporation under Regulations section 301.7701-2(b) is disregarded as an entity separate from its owner.

Amounts subject to withholding. Generally, an amount subject to withholding is an amount from sources within the United States that is fixed or determinable annual or periodical (FDAP) income. FDAP income is all income included in gross income, including interest (as well as OID), dividends, rents, royalties, and compensation. FDAP income does not include most gains from the sale of property (including market discount and option premiums).

Withholding agent. Any person, U.S. or foreign, that has control, receipt, or custody of an amount subject to withholding or who can disburse or make payments of an amount subject to withholding is a withholding agent. The withholding agent may be an individual, corporation, partnership, trust, association, or any other entity, including (but not limited to) any foreign intermediary, foreign partnership, and U.S. branches of certain foreign banks and insurance companies. Generally, the person who pays (or causes to be paid) the amount subject to withholding to the foreign person (or to its agent) must withhold.

Specific Instructions

Note: *A hybrid entity should give Form W-8BEN to a withholding agent only for income for which it is claiming a reduced rate of withholding under an income tax treaty. A reverse hybrid entity should give Form W-8BEN to a withholding agent only for income for which no treaty benefit is being claimed.*

Part I

Line 1. Enter your name. If you are a disregarded entity with a single owner who is a foreign person and you are not claiming treaty benefits as a hybrid entity, this form should be completed and signed by your foreign single owner. If the account to which a payment is made or credited is in the name of the disregarded entity, the foreign single owner should inform the withholding agent of this fact. This may be done by including the name and account number of the disregarded entity on line 8 (reference number) of Part I of the form. However, if you are a disregarded entity that is claiming treaty benefits as

a hybrid entity, this form should be completed and signed by you.

Line 2. If you are a corporation, enter the country of incorporation. If you are another type of entity, enter the country under whose laws you are created, organized, or governed. If you are an individual, enter N/A (for "not applicable").

Line 3. Check the **one box** that applies. By checking a box, you are representing that you qualify for this classification. You must check the box that represents your classification (e.g., corporation, partnership, trust, estate, etc.) under U.S. tax principles. Do not check the box that describes your status under the law of the treaty country. If you are a partnership or disregarded entity receiving a payment for which treaty benefits are being claimed, you **must check** the "Partnership" or "Disregarded entity" box. If you are a sole proprietor, check the "Individual" box, not the "Disregarded entity" box.

Caution: ***Only entities that are tax-exempt under section 501 should check the "Tax-exempt organizations" box. Such organizations should use Form W-8BEN only if they are claiming a reduced rate of withholding under an income tax treaty or some code exception other than section 501. Use Form W-8EXP if you are claiming an exemption from withholding under section 501.***

Line 4. Your permanent residence address is the address in the country where you claim to be a resident for purposes of that country's income tax. If you are giving Form W-8BEN to claim a reduced rate of withholding under an income tax treaty, you must determine your residency in the manner required by the treaty. Do not show the address of a financial institution, a post office box, or an address used solely for mailing purposes. If you are an individual who does not have a tax residence in any country, your permanent residence is where you normally reside. If you are not an individual and you do not have a tax residence in any country, the permanent residence address is where you maintain your principal office.

Line 5. Enter your mailing address only if it is different from the address you show on line 4.

Line 6. If you are an individual, you are generally required to enter your social security number (SSN). To apply for an SSN, get **Form SS-5** from a Social Security Administration (SSA) office. Fill in Form SS-5 and return it to the SSA.

If you do not have an SSN and are not eligible to get one, you must get an individual taxpayer identification number (ITIN). **To apply for an ITIN, file Form W-7** with the IRS. It usually takes about 30 days to get an ITIN.

If you are not an individual (e.g., a foreign estate or trust), or you are an individual who is an employer or who is engaged in a U.S. trade or business as a sole proprietor, use **Form SS-4,** Application for Employer Identification Number, to obtain an EIN. If you are a disregarded entity claiming treaty benefits as a hybrid entity, enter your EIN.

You must provide a U.S. taxpayer identification number (TIN) if you are:

1. Claiming an exemption from withholding under section 871 (f) for certain annuities received under qualified plans, or
2. A foreign grantor trust with 5 or fewer grantors, or
3. Claiming benefits under an income tax treaty.

However, a U.S. TIN is not required to be shown in order to claim treaty benefits on the following items of income:

- Dividends and interest from stocks and debt obligations that are actively traded;
- Dividends from any redeemable security issued by an investment company registered under the Investment Company Act of 1940 (mutual fund);
- Dividends, interest, or royalties from units of beneficial interest in a unit investment trust that are (or were upon issuance) publicly offered and are registered with the SEC under the Securities Act of 1933; and
- Income related to loans of any of the above securities.

Note: You ***may want to obtain and provide a U.S. TIN on Form W-8BEN even though it is not required. A Form W-8BEN*** containing a ***U.S. TIN remains valid for as long as your status and the information relevant to the certifications you make on the form remain unchanged provided at least one payment is reported to you annually on Form 1042-S.***

Line 7. If your country of residence for tax purposes has issued you a tax identifying number, enter it here. For example, if you are a resident of Canada, enter your Social Insurance Number.

Line 8. This line may be used by the filer of Form W-8BEN or by the withholding agent to whom it is provided to include any referencing information that is useful to the withholding agent in carrying out its obligations. For example, withholding agents who are required to associate the Form W-8BEN with a particular Form W-8I MY may want to use line 8 for a referencing number or code that will make the association clear. A beneficial owner may use line 8 to include the number of the account for which he or she is providing the form.

Part II

Line 9a. Enter the country where you claim to be a resident for income tax treaty purposes. For treaty purposes, a person is a resident of a treaty country if the person is a resident of that country under the terms of the treaty.

Line 9b. If you are claiming benefits under an income tax treaty, you must have a U.S. TIN unless one of the exceptions listed under Line 6 above applies.

Line 9c. An entity (but not an individual) that is claiming a reduced rate of withholding under an income tax treaty must represent that it (1) derives the item of income for which the treaty benefit is claimed and (2) meets the limitation on benefits provisions contained in the treaty, if any.

An item of income may be derived by either the entity receiving the item of income or by the interest holders in the entity or, in certain circumstances, both. An item of income paid to an entity is considered to be derived by the entity only if the entity is not fiscally transparent under the laws of the entity's jurisdiction with respect to the item of

income. An item of income paid to an entity shall be considered to be derived by the interest holder in the entity only if (1) the interest holder is not fiscally transparent in its jurisdiction with respect to the item of income and (2) the entity is considered to be fiscally transparent under the laws of the interest holder's jurisdiction with respect to the item of income. An item of income paid directly to a type of entity specifically identified in a treaty as a resident of a treaty jurisdiction is treated as derived by a resident of that treaty jurisdiction.

If an entity is claiming treaty benefits on its own behalf, it should complete Form W-8BEN. If an interest holder in an entity that is considered fiscally transparent in the interest holder's jurisdiction is claiming a treaty benefit, the interest holder should complete Form W-8BEN on its own behalf and the fiscally transparent entity should associate the interest holder's Form W-8BEN with a Form W-8IMY completed by the entity.

Note: *An income tax treaty may not apply to reduce the amount of any tax on an item of income received by an entity that is treated as a domestic corporation for U.S. tax purposes. Therefore, neither the domestic corporation nor its shareholders are entitled to the benefits of a reduction of U.S. income tax on an item of income received from U.S. sources by the corporation.*

To determine whether an entity meets the limitation on benefits provisions of a treaty, you must consult the specific provisions or articles under the treaties. Income tax treaties are available on the IRS Web Site at www.irs.gov/ind_info/treaties.html.

Note: *If you are an entity that derives the income as a resident of a treaty country, you may check this box if the applicable income tax treaty does not contain a "limitation on benerits" provision.*

Line 9d. ***Caution:*** *If you are claiming treaty benefits under an income tax treaty entered into force after December 31, 1986, do not check box 9d. Instead, check box 9c.*

If you are a foreign corporation claiming treaty benefits under an income tax treaty that entered into force before January 1, 1987 (and has not been renegotiated) on (a) U.S. source dividends paid to you by another foreign corporation, or (b) U.S. source interest paid to you by a U.S. trade or business of another foreign corporation, you must generally be a "qualified resident" of a treaty country. See section 884 for the definition of interest paid by a U.S. trade or business of a foreign corporation ("branch interest") and other applicable rules.

In general, a foreign corporation is a qualified resident of a country if one or more of the following applies:

ii It meets a 50% ownership and base erosion test.

ei It is primarily and regularly traded on an established securities market in its country of residence or the United States.

ei It carries on an active trade or business in its country of residence.

ei It gets a ruling from the IRS that it is a qualified resident.

See Regulations section 1.884-5 for the requirements that must be met to satisfy each of these tests.

Line 9e. Check this box if you are related to the withholding agent within the meaning of section 267(b) or 707(b) and the aggregate amount subject to withholding received during the calendar year exceeds $500,000. Additionally, you must file **Form 8833,** Treaty-Based Return Position Disclosure Under Section 6114 or 7701 (b).

Line 10. Line 10 must be used **only** if you are claiming treaty benefits that require that you meet conditions not covered by the representations you make in lines 9a through 9e. However, this line should always be completed by foreign students and researchers claiming treaty benefits. See *Scholarship and Fellowship Grants* below for more information.

Additional examples of persons who should complete this line are:

1. Exempt organizations claiming treaty benefits under the exempt organization articles of the treaties with Canada, Mexico, Germany, and the Netherlands.

2. Persons claiming an exemption under a personal services article that contains a monetary threshold.

3. Foreign corporations that are claiming a preferential rate applicable to dividends based on ownership of a specific percentage of stock.

4. Persons claiming treaty benefits on royalties if the treaty contains different withholding rates for different types of royalties.

This line is generally not applicable to claiming treaty benefits under an interest or dividends (other than dividends subject to a preferential rate based on ownership) article of a treaty.

Scholarship and Fellowship Grants. A nonresident alien student (including a trainee or business apprentice) or researcher who receives scholarship or fellowship grant income may use Form W-8BEN to claim benefits under a such income. **No Form W-8BEN is required unless a treaty benefit is being claimed.** *A* nonresident alien student or researcher who receives compensation for personal services should use Form 8233 to claim any benefits of a tax treaty that apply to such compensation if the compensation is included in, or is in addition to, the individual's scholarship or fellowship grant income.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on income from a scholarship or fellowship grant. 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 scholarship or fellowship grant income even after the recipient has otherwise become a U.S. resident alien for tax purposes. Thus, a student or researcher may continue to use Form W-8BEN to claim a tax treaty benefit if the withhold on a scholarship or fellowship grant.

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.

Completing lines 4 and 9a. Most tax treaties that contain an article exempting scholarship or fellowship grant income from taxation require that the recipient be a resident of the other treaty country at the time of, or immediately prior to, entry into the United States. Thus, a student or researcher may claim the exemption even if he or she no longer has a permanent address in the other treaty country after entry into the United States. If this is the case, you may provide a U.S. address on line 4 and still be eligible for the exemption if all other conditions required by the tax treaty are met. You must also identify on line 9a the tax treaty country of which you were a resident at the time of, or immediately prior to, your entry into the United States.

Completing line 10. You must complete line 10 if you are a student or researcher claiming an exemption from taxation on your scholarship or fellowship grant income under a tax treaty. You must identify the applicable treaty article. Additionally, if you are a U.S. resident alien and are relying on an exception contained in the saving clause
of a tax treaty to claim exemption from taxation on your scholarship or fellowship income, you must specify the article number (or location) in the tax treaty that contains

Part III

If you check this box, you must provide the withholding agent with the required statement for income from a notional principal contract that is to be treated as income not effectively connected with the conduct of a trade or business in the United States. You should update this statement as often as necessary. A new Form W-8BEN is not required for each update provided the form otherwise remains valid.

Part IV

Form W-8BEN must be signed and dated by the beneficial owner of the income, or, if the beneficial owner is not an individual, by an authorized representative or officer of the
beneficial owner. If Form W-8BEN is completed by an agent acting under a duly authorized power of attorney, the form must be accompanied by the power of attorney in proper form or a copy thereof specifically authorizing

and presenting the form. **Form 2848,** Power of Attorney and Declaration of Representative, may be used for this purpose. The agent, as well as the beneficial owner, may incur liability for the penalties provided for an erroneous, false, or fraudulent form.

Broker transactions or barter exchanges. Income from transactions with a broker, or barter exchanges, is subject
to reporting rules and backup withholding unless Form W-8BEN or a substitute form is filed to notify the broker

You are an exempt foreign person for a calendar year in which: (1) you are a nonresident alien individual or a foreign corporation, partnership, estate, or trust; (2) you are an individual who has not been, and does not plan to be, present in the United States for a total of 183 days or more during the calendar year; and (3) you are neither engaged, nor plan to be engaged during the year, in a U.S. trade or business that has effectively connected gains from transactions with a broker or barter exchange.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to provide the information. We need it to ensure that you are complying with these laws and to allow us to figure and collect the right amount of tax.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is: **Recordkeeping,** 5 hr., 58 min.; **Learning about the law or the form,** 3 hr., 46 min.; **Preparing and sending the form to IRS,** 4 hr., 2 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Tax Forms Committee, Western Area Distribution Center, Rancho Cordova, CA 95743-0001. Do not send Form W-8BEN to this office. Instead, give it to your withholding agent.

EXHIBIT 14

APPLICATION TO THE ATTORNEY GENERAL FOR A DETERMINATION OF THE DISPOSITION OF DEPOSITS

APPLICATION TO THE ATTORNEY GENERAL FOR A DETERMINATION ON THE DISPOSITION OF DOWNPAYMENTS

[Send this application to the reviewing attorney assigned to the subject plan.]

Address of Building or Name of Project

Re: _____

File Number: _____

Application is made to the Attorney General to consider and determine the disposition of down payments held pursuant to GBL Sections 352-e(2-b) and 352-h. The following information is submitted in support of this application:

1.

2.

3. Name, Address, and Telephone Number of Applicant's Attorney (if any)

_____

_____

4. This is an application for

[ ] return of downpayment.
[ ] forfeiture of downpayment.

5. The project is

[ ] a conversion of occupied premises.
[ ] newly constructed or rehabilitated.
[ ] vacant (as is).

6. The project is structured as

[ ] a cooperative.
[ ] a condominium.
[ ] a homeowners association.
[ ] a timeshare.

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7. Name and Address of Sponsor: _____

_____

8. Name and Address of Escrow Agent: _____

_____

9. If downpayments are maintained in an escrow account:

   (a) Name of account _____

   (b) Name and address of bank _____

   (c) Account number (if known) _____

   (d) Initial interest rate (if known) _____

10. If downpayments have been secured by bonds:

   (a) Name and address of bond issuer or surety: _____

   _____

   (b) Copy of bond included in this application. (DO NOT SEND ORIGINAL BOND). If not included, explain:

   _____

   _____

11. If downpayments have been secured by a letter of credit:

   (a) Name and address of bank which issued the letter of credit: _____

   _____

   (b) Date of expiration of the letter of credit, if known:

   _____

12. Plan information:

   (a) Date of filing of plan: _____

(b) **Plan**

[ ] **has been declared effective. Approximate date:** _____

[ ] **has not been declared effective.**

(c) **If effective, the plan**

[ ] **has closed or the first unit has closed. Approximate date:** _____

[ ] **has not closed.**

[ ] don't know.

(d) **Downpayments are secured by**

[ ] **escrow account.**

[ ] **bonds.**

[ ] letter of credit.

13. **Contract information:**

(a) **Copy of contract and of all riders or modification letters are attached.** (DO NOT SEND ORIGINALS.)

(b) **Date on which subscription or purchase agreement was signed:** _____

(c) **Date(s) of downpayment(s):** _____

(d) **Total amount of downpayment(s):** _____

(e) **Names and addresses of subscribers or purchasers affected by this application:**

_____

_____

_____

_____

14. **State the basis for your claim. Please be as specific as possible. You may add additional sheets. Attach copies of any relevant documents.**

_____

_____

_____

15. **I am contemporaneously sending a copy of this application to the following persons:**

Note: **You are required to mail a copy of this Application to all other affected parties.**

In filing this application, I understand that the Attorney General is not my private attorney, but represents the public in enforcing laws designed to protect the public from unlawful business practices. I also understand that if I have any questions concerning my legal rights or responsibilities I may contact a private attorney. The above application is true and accurate to the best of my knowledge. False statements made herein are punishable as a Class A Misdemeanor under Section 175.30 and/or Section 210.45 of the Penal Law.

Signature: Date:

Name (Printed):

Telephone: (Home) (Business)

Mailing Address:

2/6/92

EXHIBIT 15

RPL § 339-KK

§ 3. The real property law is amended by adding a new section 339-kk to read as follows:

§ 339-KK. RENTS. (A) FOR THE PURPOSES OF THIS SECTION, "NON-OCCUPYING OWNER" SHALL MEAN A UNIT OWNER IN A CONDOMINIUM ASSOCIATION WHO DOES NOT OCCUPY THE DWELLING UNIT.

(B) IF A NON-OCCUPYING OWNER RENTS ANY DWELLING UNIT TO A RENTAL TENANT AND THEN FAILS TO MAKE PAYMENTS DUE FOR COMMON CHARGES, ASSESSMENTS OR LATE FEES FOR SUCH UNIT WITHIN SIXTY DAYS OF THE EXPIRATION OF ANY GRACE PERIOD AFTER THEY ARE DUE, UPON NOTICE IN ACCORDANCE WITH SUBDIVISION (C) OF THIS SECTION, ALL RENTAL PAYMENTS FROM THE TENANT SHALL BE DIRECTLY PAYABLE TO THE CONDOMINIUM ASSOCIATION.

(C) IF THE COMMON CHARGES, ASSESSMENTS OR LATE FEES DUE FOR ANY UNIT HAVE NOT BEEN PAID IN FULL, WITHIN SIXTY DAYS AFTER THE EXPIRATION OF ANY GRACE PERIOD OF THE EARLIEST DUE DATE, THE BOARD OF MANAGERS SHALL PROVIDE WRITTEN NOTICE TO THE TENANT AND THE NON-OCCUPYING OWNER PROVIDING THAT, COMMENCING IMMEDIATELY AND UNTIL SUCH TIME AS ALL PAYMENTS FOR COMMON CHARGES, ASSESSMENTS OR LATE FEES ARE MADE CURRENT, ALL RENTAL PAYMENTS DUE SUBSEQUENT TO THE ISSUANCE OF SUCH NOTICE ARE TO BE MADE PAYABLE TO THE CONDOMINIUM ASSOCIATION AT THE ADDRESS LISTED ON THE NOTICE. WHERE A MAJORITY OF THE BOARD OF MANAGERS HAS BEEN ELECTED BY AND FROM AMONG THE UNIT OWNERS WHO ARE IN OCCUPANCY, THE BOARD MAY ELECT NOT TO REQUIRE THAT RENTAL PAYMENTS BE MADE PAYABLE TO THE CONDOMINIUM ASSOCIATION. AT SUCH TIME AS PAYMENTS FOR COMMON CHARGES, ASSESSMENTS AND LATE FEES FROM THE NON-OCCUPYING OWNER ARE ONE AGAIN CURRENT, NOTICE OF SUCH FACT SHALL BE GIVEN WITHIN THREE BUSINESS DAYS TO THE RENTAL TENANT AND NON-OCCUPYING OWNER. THEREAFTER ALL RENTAL PAYMENTS SHALL BE MADE PAYABLE TO THE NON-OCCUPYING OWNER OR A DESIGNATED AGENT. A NON-OCCUPYING OWNER WHO DISPUTES THE ASSOCIATION'S CLAIM TO RENTAL PAYMENTS PURSUANT TO THIS SECTION SHALL BE ENTITLED TO PRESENT FACTS SUPPORTING SUCH OWNER'S POSITION AT THE NEXT SCHEDULED MEETING OF THE BOARD OF MANAGERS, WHICH MUST BE HELD WITHIN THIRTY DAYS OF THE DATE THAT THE BOARD RECEIVES NOTICE THAT SUCH OWNER SEEKS TO DISPUTE SUCH CLAIM.

(D) NOTHING IN THIS SECTION SHALL LIMIT ANY RIGHTS OF UNIT OWNERS OR OF THE BOARD OF MANAGERS EXISTING UNDER ANY OTHER LAW OR AGREEMENT.

(E) PAYMENT BY A RENTAL TENANT TO THE CONDOMINIUM ASSOCIATION MADE IN CONNECTION WITH THIS SECTION SHALL RELIEVE THAT RENTAL TENANT FROM THE OBLIGATION TO PAY SUCH RENT TO THE NON-OCCUPYING OWNER AND SHALL BE AN ABSOLUTE DEFENSE IN ANY NON-PAYMENT PROCEEDING COMMENCED BY SUCH NON-OCCUPYING OWNER AGAINST SUCH TENANT FOR SUCH RENT.

4. This act may be enforced by any party by means of a special proceeding brought pursuant to article 4 of the civil practice law and rules.

5. This act shall take effect immediately, and is applicable to all cooperative corporations and condominiums in existence on or after such date.

422 The Legislature of the STATE OF NEW YORK SS:

Pursuant to the authority vested in us by section 70-b of the Public Officers Law, we hereby jointly certify that this slip copy of this session law was printed under our direction and, in accordance with such section, is entitled to be read into evidence.

JOSEPH L. BRUNO
TEMPORARY PRESIDENT OF THE SENATE

SHELDON SILVER
SPEAKER OF THE ASSEMBLY

EXHIBIT 16

ALTERATION AGREEMENT

THIS AGREEMENT made as of this_____ day of _____, _____ by and between The Board of Managers of 34 West 17th Street Condominium (the "Board") having an address of 34 West 17th Street, New York, New York 10011, 34 17th Street Project LLC ("Sponsor"), having an address c/o Atkins & Breskin, L.L.C., 133 Norfolk Street, New York, New York 10002, and _____ (the "Unit Owner") having an address of 34 West 17th Street, New York, New York 10011 (the "Property").

W I T N E S S E T H:

WHEREAS, pursuant to a declaration dated (the "Declaration"), Sponsor submitted the Property to a condominium regime known as 34 West 17th Street Condominium (the "Condominium").

WHEREAS, pursuant to the Declaration and the by-laws of the Condominium (the "By-Laws"), Unit Owner has requested permission to install equipment and/or make alterations in Unit _____ (the "Unit") the building situated on the Property (the "Building"); and

WHEREAS, at least until such time as Sponsor obtains the permanent certificate of occupancy for the Building, Sponsor's employees, agents, contractors, subcontractors and suppliers or any of their employees (collectively "Sponsor's Contractors") will be performing work in or delivering material to the Building.

WHEREAS, the Declaration and By-Laws provide that no equipment will be installed and no alterations will be made in the Unit without the consent of the Board; and

WHEREAS, Unit Owner desires to obtain such consent;

NOW, THEREFORE, the parties agree as follows:

1. **Unit Owner's Submissions.** Together with this Agreement, Unit Owner is delivering to the Sponsor and the Board:

a. detailed plans, drawings and specifications for the equipment proposed to be installed and/or the alterations proposed to be made which, if so required by the Sponsor and/or the Board, have been prepared by a licensed architect or engineer. Such plans, drawings and specifications include a room-by-room list of the equipment to be installed and the alterations to be made.

b. a check in the sum of $_____ payable to the Board for the security deposit required to be posted by Unit Owner as provided for in Section 13 of this Agreement (and/or such alternate form of security as may be required by the Board).

c. a check in the sum of $_____ payable to _____., managing agent for

the Building (the "Managing Agent"), as a processing fee in connection with this Agreement.

2. **Review of Plans, Drawings and Specification.** The plans, drawings and specifications submitted by Unit Owner will be subject to review and approval by Sponsor and/or the Board, in their sole discretion, and may be subject to review and approval by Sponsor's and/or the Board's architect or engineer (collectively the "Designated Engineer") in the sole discretion of Sponsor or the Board, and Unit Owner will make such changes in and to such plans, drawings and specifications as Sponsor, the Board or the Designated Engineer will require in order to obtain such approval, including, without limitation, such changes as may be required to minimize noise or vibrations to surrounding portions of the Building. The term "Plans" as used in this Agreement will refer to the plans, drawings and specifications as approved in writing by the Sponsor and/or the Board and the Designated Engineer and the term "Work" will refer to the work called for by the Plans or any other work performed by or on behalf of Unit Owner. After approval by the Sponsor and/or Board and the Designated Engineer, the Plans will not be modified without the approval of the Sponsor and/or the Board and the Designated Engineer. Notwithstanding any approval of the Plans by the Sponsor and/or Board or the Designated Engineer, Unit Owner will be solely responsible for the Plans, for insuring compatibility with the systems and facilities of the Building and for compliance with applicable laws and codes.

The execution of this Agreement by the Sponsor and the Board does not constitute consent to the work called for by the plans, drawings and specifications submitted by Unit Owner, and the Sponsor and the Board retains all of its rights under this Agreement and the By-Laws to withhold consent. Only written approval of such plans, drawings and specifications as provided for above will constitute the Sponsor's and Board's consent to the Work called for by the Plans, and any such consent will be subject to the terms of this Agreement.

3. **Pre-Conditions to Commencement of Work by Unit Owner.** Unit Owner will not commence the Work unless and until all of the following has occurred:

a. The Sponsor and the Board and the Designated Engineer, as same may be required, will have approved in writing the plans, drawings and specifications submitted by Unit Owner, and Unit Owner will have received a copy of such approvals.

b. Unit Owner will have submitted to Sponsor and the Board (i) a designation of the general contractor or construction manager (collectively the "General Contractor") which will be principally responsible for the Work, which designation will authorize the General Contractor to submit the information more particularly described on the Contractor's Instructions set forth on Exhibit A annexed hereto, (ii) complete copies of all agreements entered into with the General Contractor and all other such contractors, subcontractors and suppliers pertaining to the Work (collectively the "Subcontractors"), (iii) other than the communications required to be made by the General Contractor in accordance with the terms of the Contractor's Instructions, the name of the party solely authorized to communicate with Sponsor, the Board and the Managing Agent (the "Owner's

Representative") (e.g. Owner, General Contractor, Owner's architect) and (iv) telephone numbers for the Owner, the General Contractor and the Owner's Representative, if different from the foregoing. Prior to the commencement of the work, the General Contractor and the Subcontractors will have been approved in writing by the Board. Notwithstanding the foregoing (i) prior to the issuance of a permanent certificate of occupancy for the Building, Sponsor may require that Work relating to the structural electrical, mechanical, plumbing, sprinkler or HVAC systems of the Building (collectively the "Building Systems") be performed by contractors designated by Sponsor. After the issuance of a permanent certificate of occupancy for the Building, the Board may require that Work relating to the Building Systems be performed by contractors designated by the Board.

c. Unit Owner will have made all required filings with, and received all required permits, approvals, licenses and consents from, all governmental agencies having jurisdiction over the Work (collectively the "Governmental Authorities") including, but not limited to, the New York City Buildings Department, the New York City Fire Department and the Landmarks Preservation Commission, and Unit Owner will have furnished copies of all such filings, permits, approvals, licenses and consents to Sponsor and to the Board. The determination of the Designated Engineer as to the need for any such filing, permit, approval, license or consent will be conclusive. As a prerequisite to its approval of the Plans and Specifications, Sponsor and/or the Board may require Unit Owner to furnish a letter from Unit Owner's licensed architect or engineer, certifying that the electrical loads required as a result of the Work, will not adversely affect the Building's electrical service and certifying to such other matters as Sponsor and the Board may require. Sponsor may require that Unit Owner utilize a filing representative or expediter designated by Sponsor to file the Plans and Specifications with the Governmental Authorities.

d. Unit Owner will have caused each of its contractors to furnish to the Condominium Board the insurance policies described on Exhibit B attached hereto or certificates thereof. Such policies (i) will name the Condominium, the Board, the Board's officers and directors, the Designated Engineer, the Condominium Managing Agent, the Sponsor and the other Unit Owners, as parties insured, (ii) will be issued by companies reasonably acceptable to the Board and (iii) will provide that they may not be cancelled or terminated without at least ten (10) days prior written notice to the Board. Unit Owner will cause all such insurance policies to be kept in full force and effect until the completion of the Work. In the event that such insurance lapses prior to the completion of the Work, Sponsor and/or the Board will have the right to suspend the Work until Sponsor and/or the Board receives evidence of appropriate insurance and approves such insurance. Sponsor and/or the Board reserve the right to revise the parameters and scope of the insurance requirements from time to time. Unit Owner and the General Contractor will be advised, in writing, of any such changes.

e. If requested, the Unit Owner's architect or engineer will have provided to the Board evidence of professional liability insurance in amounts reasonably acceptable to the Board.

f. The Unit Owner's architect or engineer will have prepared and submitted to the Sponsor and the Board a schedule of all Work to be performed by the General Contract and each Subcontractor, setting forth the number of weeks and days of the various trades, the anticipated number of workmen involved and affirming that the work can be completed within the time allotted under Paragraph 5d hereof.

g. The General Contractor will be required to attend a start-up meeting approximately two (2) weeks prior to the commencement of the Work. At this meeting the General Contractor will be introduced to the members of the project team. The agenda for the meeting will include a review of the requirements of this Agreement and the General Contractor's construction plan as well as collection of payment of any charges or deposits due hereunder.

4. **Unit Owner to Give Notice Prior to Commencement of Work.** Prior to commencing the Work, the Owner's Representative will give at least five (5) days' prior written notice to the Designated Engineer, the superintendent of the Building and the Managing Agent of the date on which the Work will commence and the estimated duration of the Work.

5. **Performance of the Work.**

a. **In General.** Unit Owner will perform the Work strictly in accordance with the Plans in a first-class, workmanlike manner in keeping with the standards of the Building and will not perform any Work not called for by the Plans. All materials will be new and of high quality. In performing the Work, Unit Owner will comply with (i) all applicable laws and codes, (ii) the requirements of all insurance policies covering the Work, the Unit or the Building, (iii) this Agreement, (iv) the By-Laws, (v) the rules and regulations of the Condominium, (vi) the requirements of Sponsor and the Board and (vii) any directions given by the Managing Agent, the Designated Engineer or the superintendent of the Building. The Work will not compromise the energy efficiency or increase the energy consumption of the Building, change the number of zoning rooms located within the Unit or materially delay the issuance of a permanent Certificate of Occupancy for the Building without the consent of Sponsor prior to the issuance of the permanent Certificate of Occupancy or the consent of the Board, after the issuance of the permanent Certificate of Occupancy.

b. **Work Hours and Noise.** Unit Owner will perform the Work diligently and in a manner so as not to disturb other residents of the Building. The Work will be performed only on Mondays through Fridays (excluding holidays) between the hours of _____ a.m. and _____ p.m.; provided however, that any noisy work which may disturb other residents will not be performed before _____ a.m. The Work will not be performed on weekends or holidays without the approval of the Condominium Board and Sponsor until there are no remaining Unsold Residential Units, and thereafter the Board, will be the sole arbiter should there be any doubt as to noise levels which may be disturbing.

c. **Licensing and Labor Harmony.** The General Contractor and the Subcontractors, if any, will be duly licensed to the extent required by applicable law and Unit Owner will cause its General Contractor and the Subcontractors, to employ only such laborers as will not

conflict with any of the trade unions employed in the Building or otherwise cause disharmony with any Building service union. Unit Owner, the General Contractor and the Subcontractors, expressly acknowledge that Sponsor's contractors and subcontractors will be engaged at the Property to finish construction of the Building (other than the Unit) (the "Sponsor's Work") and Unit Owner, the General Contractor and the Subcontractors agree (i) that they the Sponsor's Work will have priority over the Work and (ii) Unit Owner, the General Contractor and the Subcontractors must coordinate the Work with Sponsor so that no disruption of the Sponsor Work occurs. In the event such disruption occurs, Sponsor reserves the right to immediately close Unit Owner's job site. During all periods of construction, the General Contractor will conduct or cause to be conducted all labor practices and relations with employees and subcontractors in such a manner as to avoid all strikes, picketing and boycotts of, on or about the Building. The General Contractor further agrees that if during the period of construction any of its employees or employees of its subcontractors strike, or if picket lines or boycotts or other visible activities objectionable to Sponsor are conducted or carried out by or against Sponsor, its contractors or subcontractors or any of their respective employees, on or about the Building or otherwise involving Sponsor, the General Contractor will (or Sponsor may, but will not be obligated so to do) immediately close Unit Owner's job site and remove or cause to be removed all personnel therefrom until the dispute giving rise to such strike, picket line, boycott or objectionable activity has been settled to Sponsor's satisfaction.

d. **Required Completion Date.** Unit Owner will cause the Work (other than decorative work such as painting, wallpapering and carpeting) to be completed on or before the date (the "Required Completion Date") which is _____ days (excluding weekends and holidays) after the commencement of the Work. If the Work (other than decorative work as aforesaid) will not be completed on or before the Required Completion Date, Unit Owner will pay to the Board, as liquidated damages on account of late completion, the sum of $_____ per day (excluding weekends and holidays) until the Work is completed. The determination of whether the Work is completed will be made by the Sponsor until such time as there are no longer any Unsold Residential Units and thereafter by the Board, and such determination will be conclusive. The work will diligently proceed to completion in compliance with all plans and specifications and in conformity with all permits and licenses of any governmental authority. All time limitations set forth in this paragraph will be subject to extension for delays caused by or attributable to acts of God, unusual weather conditions or strikes not attributable to Unit Owner or Unit Owner's General Contractor or Subcontractors or other agents bad faith, no to exceed forty-five (45) calendar days. Notwithstanding the foregoing, if, within six (6) months prior to the expiration of the temporary Certificate of Occupancy, the Board or Sponsor, in their sole discretion, determines that the progression of the Work is such that there is a potential to delay or otherwise hinder the issuance of the permanent Certificate of Occupancy for the Building, the Board or Sponsor, as the case may be, undertake to perform, a Unit Owner's sole cost and expense, those items of work necessary to be completed for the issuance of the permanent Certificate of Occupancy.

e. **Evidence of Completion.** Upon completion of the Work, Unit Owner will obtain and deliver to Sponsor and the Board (i) a certificate from the architect or engineer who prepared the Plans certifying that the Work has been completed in accordance with all

applicable laws and codes and the Plans, and (ii) all required final governmental signoffs and approvals, including if Sponsor or the Board will require, an amended certificate of occupancy and a certificate from the Board of Fire Underwriters. The determination of the Sponsor, until such time as there are no longer any Unsold Residential Units and thereafter the Board, as to whether the Work has been completed and/or the need for an amended certificate of occupancy and/or any other applicable governmental signoffs and approvals will be conclusive.

f. **Security Personnel.** The Board will have the right, at the sole cost and expense of the Unit Owner, to install or engage or require the Unit Owner to install or engage, security systems or personnel to ensure the safety and well being of persons and property in the Condominium.

g. **"As-Built" Drawings.** Upon completion of the Work, the Unit Owner will provide the Board with an "as-built" set of drawings for the Unit.

h. **Confidentiality.** Any and all knowledge, information, data, materials, trade secrets and work product regarding the Building, obtained, produced, generated or otherwise acquired by Unit Owner or the General Contractor or their agents, employees and Subcontractors will be confidential.

6. **Inspection and Correction of the Work.** Sponsor and the Board will have the right from time to time to inspect or observe the Work and to ensure compliance with the terms of this Agreement, and for this purpose Unit Owner will provide access to the Unit to Designated Engineer, the Managing Agent, the superintendent of the Building, or any other person Sponsor or the Board may authorize. The General Contractor will be required to conduct a walkthrough with Sponsor and/or the Board for the purpose of observing the construction of the demising wall and perimeter wall assemblies. After the installation of all framing, insulation and vapor barriers General Contractor will notify Sponsor and the Board and schedule a walkthrough to observe such portion of the Work. The General Contractor may not proceed with installation of gypsum board until written approval of Sponsor and the Board is received. Unit Owner will promptly make all corrections required by Sponsor or the Board in order to conform to the Plans and the other requirements of this Agreement. If Sponsor or the Board so requires, such corrections will include the removal and replacement of non-conforming work. Sponsor's or the Board's failure to inspect will not be considered a waiver of Unit Owner's obligation to comply with this Agreement. If Unit Owner or the General Contractor observes or otherwise becomes aware that the Work or any of their contract documents are at variance with each other or applicable laws, statutes, ordinances, building codes and regulations in any respect or otherwise are inconsistent, the General Contractor will promptly notify Sponsor and the Board. If, in the sole judgment of Sponsor or the Board, an emergency exists with respect to the Work, which in Sponsor's or Board's opinion requires immediate corrective action, then Sponsor may, without notice to Unit Owner's Contractor, perform such corrective work or cause it to be performed by others. In such case, any costs (including general conditions and fees) arising from such corrective work will be borne by Unit Owner and/or General Contractor.

7. **Damage or Adverse Effect Caused by the Work.** Unit Owner will be responsible for any damage to or any other adverse effect upon the Unit, the Commercial Unit or the Building (including the structure, shell, systems, equipment, fixtures and finishes of the Building) caused by or resulting from the Work, regardless of when such damage or adverse effect becomes apparent. If any such damage or adverse effect will occur or arise, Sponsor and/or the Board may (a) require Unit Owner, at its expense, promptly to repair the damage or remedy the condition giving rise to such adverse effect and/or (b) repair such damage or remedy such condition at Unit Owner's expense.

Without limiting the generality of the foregoing, Unit Owner specifically acknowledges that this Section 7 will be applicable to any damage to the carpeting, wall coverings, doors, ceilings or other finishes in the Commercial Unit and/or the Building's hallways, elevators and other common areas (including without limitation, the cost of cleaning, shampooing, painting or repairing the same if soiled or otherwise damaged).

If the Managing Agent advises Unit Owner of any damage which, in the Managing Agent's opinion, was caused by the Work, Unit Owner will promptly submit a claim to Unit Owner's insurance carrier and to Unit Owner's contractor for submission to its insurance carrier, and Unit Owner agrees to use all reasonable efforts, and to cause its contractor to use all reasonable efforts, to cause such insurance carriers to expeditiously review and settle all such claims for which they are responsible. The provisions of this paragraph will not limit Unit Owner's liability under this Section 7.

8. **Indemnification and Release by Unit Owner.** Unit Owner will indemnify and hold harmless Sponsor and Sponsor's principals, employees, agents, the Board, the Board's officers, directors and Unit Owners, the Designated Engineer, the Managing Agent, and the other Unit Owners and residents of the Building (the "Indemnified Persons") against any loss, cost, claim, damage (including damage to persons or property) or expense arising out of or related to the Work or any act or omission of Unit Owner, the General Contractor or any Subcontractors, architects, engineers or consultants, including reasonable attorneys fees and disbursements incurred by any of the Indemnified Persons in the defense of any such claim or any suit, action or proceeding based thereon. Unit Owner releases the Board, the Sponsor, the Managing Agent and the agents and employees of the foregoing from any from any liability for damage to the portions of the Unit affected by the Work. Notwithstanding anything to the contrary contained in the By-Laws, the Unit Owner accepts sole responsibility for the work and costs in connection with the maintenance, repair, restoration or replacement of any portions of the Unit affected by the Work, and acknowledges that such responsibility will pass to the Unit Owner's successor-in-interest in the Unit. Unit Owner will also be responsible to deliver to the Board a written agreement in the form of Exhibit C hereto in which Unit Owner's General Contractors agree that they will not make claims for damage within the perils of the insurance referred to in this Agreement and will defend, indemnify and hold harmless the Board, the Board's officers, directors, Sponsor, unit owners, agents, partners, servants, employees, tenants, guests, licensees, invitees and their respective agents, servants, employees, tenants, guests, licensees, invitees, officers, directors, shareholders and partners (collectively, the "Indemnitees"), against any and all liability, including legal

costs and expenses on account of loss of life or injury to any person or damage to property, happening in or arising out of or in any way relating to the performance of the Work unless such injury or loss of life or loss or damage to property was caused by the willful misconduct or gross negligence of the Indemnitee.

Unit Owner hereby acknowledges that it is a condition of this Agreement that no Work may be performed by, or on behalf of Unit Owner until Sponsor, in its sole discretion, determines that the commencement of the Work will not interfere with Sponsor's Work and Sponsor notifies Unit Owner of said determination in writing. At Closing, Unit Owner has accepted the Unit from Sponsor in its "as is" condition. Upon commencement of the Work, Unit Owner releases Sponsor and the Board from any and all obligation to perform any additional work in the Unit, including, without limitation, weather tightness of windows, exterior walls or roofs, and work of a "punch list" nature. In furtherance thereof, Unit Owner expressly agrees to release and forever discharge Sponsor and its successor and/or assigns and the Board, from all manner of actions, causes of action, suits, debts, dues, sums of money, damages, claims and demands whatsoever in law or equity, which Unit Owner, its successors and assigns ever had, now have, or may have, now or hereafter upon or by reason of any matter arising from or out of the Work to the Unit.

9. **Unit Owner to Bear All Costs Associated with Work.** Unit Owner will be responsible for all costs incurred by Unit Owner, Sponsor or the Board in connection with the Work or this Agreement, including, without limitation, the fees and disbursements of any attorney, architect, engineer, consultant or security personnel retained by the Board, the Sponsor or the Unit Owner in connection with the Work or this Agreement. Without limiting the generality of the foregoing, Unit Owner specifically agrees to reimburse Sponsor and/or the Board for all charges of the Designated Engineer for the review of the plans, drawings and specifications submitted for inspection of the Work or otherwise related to the Work or this Agreement. Waivers of the right to lien or otherwise encumber the Building will be obtained from the General Contractor and all Subcontractors. However, if for any reason whatsoever, any lien is filed for work done, or material alleged to have been furnished in connection with the Work, Unit Owner will at its sole expense cause such lien to be bonded or otherwise discharged within twenty (20) days after learning of the existence of such lien. If Unit Owner fails to do so or otherwise defaults hereunder, the Board may pay or bond such lien and otherwise exercise all rights and remedies reserved to it in this Agreement and the By-laws as and for a default thereunder.

10. **Additional Requirements.**

a. **No Change in Building Heating or Air-Conditioning.** Unit Owner recognizes that there will be no change in the operation of the Building's heating system or air-conditioning system to facilitate the functioning of any heating or air-conditioning units which Unit Owner may be installing other than stoppages approved by Sponsor or the Board in order to facilitate and enable Unit Owner to hook-up to the Building's heating and air conditioning systems and or sprinkler system. The General Contractor will submit to

Sponsor a plan and anticipated schedule of any required shut downs, drain downs, etc., of the Building's existing systems prior to the commencement of their work. Failure to submit this plan will cause the General Contractor to be accountable for all extra costs associated with delays to reschedule shut downs, drain downs, etc., should they occur.

No utility interruption will be permitted without written approval from Sponsor and/or the Board. General Contractor is required to give Sponsor and/or the Board at least seventy-two (72) hours notice before any Building or utility service interruption which affects occupied and unoccupied areas. Each request for such interruption will indicate estimated downtime.

Sponsor and or the Board will schedule the appropriate personnel to perform all drain downs and recharging of building systems. The cost of all services provided by the appropriate personnel will be paid in advance to Sponsor prior to the commencement of any work. The minimum charge for each and every drain down and recharge will be [$].

b. **Prohibited Construction Methods.** Unit Owner will not interfere with the Building's intercom, gas, electric, heating, air-conditioning or plumbing system, sprinkler system or any other Building system or service. Unit Owner will not penetrate any exterior Building wall, attach fasteners in any manner or the exterior building facade or use any pneumatic or power tool such as hammers or other tools which cause excessive vibrations, except with the consent of Sponsor or the Board. Flammable materials are not to be stored within the Building. They must be used and removed the same day.

c. **Accessibility of Valves.** Unit Owner will insure that all water, steam, gas and other valves remain accessible during the performance of and after the completion of the Work. If any valve is enclosed in violation of this Agreement, then Sponsor or the Board may (i) require Unit Owner, at its expense, promptly to remove such enclosure and/or (ii) remove such enclosure at Unit Owner's expense.

d. **Use of Public and Common Areas During Work** Unit Owner will not allow the halls, sidewalks, courtyards and other public areas to be used for the storage of building materials or debris. Electrical and other utility receptacles in the Common Areas may not be utilized to perform any work or power any equipment employed in connection with the Work. Unit Owner will cause its contractor to cover with construction paper the floor of any back hall to be used in connection with the Work and will also cause its contractor to take all precautions necessary to prevent damage to the carpeting, wall coverings or other finishes in the Building's hallways, elevators and other common areas. Only the designated elevator may be utilized by for the delivery of materials or supplies.

e. **Parking.** Parking in front of the Building is strictly prohibited. The General Contractor and all Subcontractors must enter the Building through the designated construction entrance only. No other means of entry will be permitted. The General Contractor and all Subcontractors will be expected to check in daily at the location to be designated by

Sponsor or the Board and obtain the required authorization to enter the Building in compliance with the procedures and requirements of Sponsor and the Board. In the event that employees, agents or Subcontractors of General Contractor are in the Building without proper authorization, such individuals will be asked to leave.

f. **Safety Precautions.** Unit Owner will maintain functioning fire extinguishers and smoke alarms in the Unit throughout the prosecution of the Work. Unit Owner will insure that the Work does not block access to any fire exits in the Building. Unit Owner will install smoke detectors within 15 feet of every sleeping area on the ceiling or wall pursuant to Local Law 62 of 1981 of the City of New York, and if a child 10 years old or under lives in the Unit. Unit Owner will install window guards pursuant to Section 131.15 of the New York City Health Code, if required.

Hard hats must be worn by all construction personnel at all times. Only work shoes or shoes with leather soles will be permitted in the Building.

The General Contractor will abide by all other written safety policies or directives established by Sponsor or the Board. The General Contractor is required to establish a written safety program for its operations, as well as the operations of any of its Subcontractors. Such safety program will be available at the job site for inspection by Sponsor and the Board. Any accidents or injuries that occur on the construction site, no matter how minor, must be reported to Sponsor and the Board within twenty four (24) hours of the occurrence. If an accident or injury occurs due to the existence of a dangerous condition, the General Contractor will take immediate steps to secure the area in order to protect others from further injury.

g. **Unit Owner to Control Refuse, Dirt, Dust.** Unit Owner will take all precautions to prevent dirt and dust from permeating other parts of the Building during the progress of the Work, and will place all materials and rubbish in barrels or bags before removing the same from the Unit. All such barrels and bags and all rubbish, rubble, discarded equipment, empty packing cartons and other materials will be removed from the Unit and taken out of the Building at Unit Owner's expense and removal of trash containers will be scheduled for prior to 12:00 noon unless otherwise directed by the Board, but in no event will such removal interfere with regularly scheduled building operations or the operation of the Commercial Unit. Unit Owner acknowledges and agrees and recognizes that only the designated elevator may be used for such removal and only at such times as the managing agent may direct. Unit Owner will not permit any dumpster or garbage container to be left outside of the Unit without the written consent of Sponsor or the Board. The Unit Owner will ensure that trash containers will either be stored within the Unit, or in such other area in the Building as approved by the Board, and that the removal of the trash containers through the door in the front of the Building will be done in a prompt, speedy and expeditious manner. In no event will trash contained or debris be stored or staged in 1) the Commercial Unit, 2) any of the Building's elevators, 3) on the sidewalk or streets adjacent thereto or 4) within 50 feet of any building entrance. Any pick up or removal of trash containers and debris or the placement of any dumpsters,

shall be done on the 17th Street side of the Building. In addition, no dump trucks, vans, pick up trucks, garbage trucks or vehicles of a similar nature shall park, idle, stage, stand, unload, load or deliver for more than ten minutes at a time on 17th Street in front of the Building. Notwithstanding the foregoing, the placement of any dumpsters will comply with all governmental regulations, including without limitation, obtaining any necessary permits. In the event that Sponsor determines that it is reasonably necessary, Sponsor will have the option to coordinate and perform trash removal from a central location on individual floors and, in that event, General Contractor will be responsible for its share of the cost thereof, which will be billed on a regular basis.

h. **Installations by Unit Owner.** Unit Owner agrees that any air conditioning units, terrace plantings and/or structures, wherever located in the Building, may be removed by Sponsor or the Board for the purpose of repairs, upkeep or maintenance of the Building, at the sole expense of Unit Owner.

i. **Deliveries to the Property.** Under no circumstances will deliveries be allowed to the Building unless General Contractor has secured the prior written consent of the Sponsor, or, from such time as Sponsor has secured a permanent certificate of occupancy for the Building, the Board. In addition, all materials must be delivered to the area of the Building as designated by the Board to the Unit Owner.

The General Contractor must be at the Property at the scheduled time of delivery. The delivery vehicle will be allowed to remain at the Property for the time allotted by the prior written consent. No materials will be accepted or unloaded by any person other then those associated with the General Contractor. Under no circumstances can materials be stored for any length of time at the Property. Delivery vehicles will not be allowed at any time to park, stand, stage, load or unload on any of the streets or alleys adjoining the Building.

If the General Contractor fails to appear at the Property and/or completely unload the delivery within the allotted time, the delivery truck driver will be instructed to leave the Property and the General Contractor will be responsible for any redelivery charges. Sponsor reserves the right to amend and revise the delivery procedures at any time and from time to time.

Notwithstanding the foregoing, the General Contractor and the Unit Owner will ensure that construction materials and supplies will be stored within the Unit, or in such other area in the Building as approved by the Board, and that the delivery and removal of construction materials and supplies will be done in a prompt, speedy and expeditious manner. In no event will construction materials and supplies be stored or staged in 1) the Commercial Unit, 2) any of the Building's elevators, 3) on the 17th Street sidewalk or streets adjacent thereto or 4) within 50 feet of any building entrance. Any drop-off or removal of construction materials and supplies, or the staging thereof, shall be done on 17th Street in front of the Building, however, no delivery trucks, dump trucks, vans, pick-up trucks, garbage trucks or vehicles of a similar nature shall park, idle, stage, stand, unload, load or deliver workmen, materials and/or supplies on 17th Street in the front of the Building for longer than ten minutes at a time.

j. **Use of Elevators.** The access to and use of the elevator for the delivery of supplies and materials must be requested no less than forty-eight (48) hours in advance of the time that such access and use is required. The request must indicate the period of time that the elevator will be "booked." Unit Owner will be responsible for all costs associated with the operation of the elevator and/or hoisting charges for the period requested. The allocation of elevator "time" will be made by the Managing Agent, in its discretion, subject to the availability of elevators, but in no event will such access and use interfere with regularly scheduled building operations.

k. **On-Site Supervision.** The General Contractor- will maintain supervisory personnel on-site at all times when the General Contractor has work in progress on-site. Such personnel will be (i) fully empowered to coordinate and direct the work of its forces and subcontractors, (ii) trained as safety officers and (iii) in numbers sufficient to properly supervise all work.

l. **Adjacent Premises.** The Board may require that Unit Owner give not less than fourteen (14) days' written notice, setting forth the date the Unit Owner plans to commence the Work and the duration of the Work, to residents in the Units that are adjacent to, above and below the Unit (the "Adjacent Premises") in the form of Exhibit "D" hereto, a copy of which will be delivered to the Managing Agent or such other form then adopted by the Board.

11. **Unit Owner to Comply with Laws, etc.** Unit Owner will not do or permit any act or thing to be done contrary to law, or which will invalidate or be in conflict with any provision of any liability, casualty or other insurance policies carried by Unit Owner or for Unit Owner's benefit. Unit Owner will comply with all federal, state and local laws, rules and regulations pertaining to the Work, including any such laws, rules and regulations pertaining to lead-based paint, asbestos and other hazardous material.

12. **Maintenance and Repair of the Work**. Notwithstanding anything to the contrary contained in the By-Laws, Unit Owner will be responsible for the maintenance, repair and replacement of the Work and any portions of the Unit affected by the Work, and for all costs incurred by Sponsor or the Board or Unit Owner in connection therewith. Furthermore, Unit Owner releases the Board, the Managing Agent, Sponsor, Sponsor's agents and employees and the Board's agents and employees from any liability for damage to the Work or any portion of the Unit affected by the Work however arising.

13. **Unit Owner's Security Deposit.** As security for the faithful performance and observance by Unit Owner of the terms and conditions of this Agreement, Unit Owner has deposited the sum indicated in Section 1(b) with the Board and/or provided payment and performance bonds and maintenance bonds in an amount established by the Board. Unit Owner agrees that the Board may use, apply or retain the whole or any part of the security so deposited and the interest earned thereon, if any, to the extent required for the payment of any sums due to the Board under this Agreement as determined in the discretion of the Board. If the deposit is diminished by one-half of the original amount, Unit Owner will replenish it to the full amount within (3) days after written demand. Unit Owner's failure to so replenish the security deposit will be a material breach of this

Agreement and will entitle Sponsor or the Board to stop the Work, and/or exercise any remedies it has hereunder. If Unit Owner will comply with all of the terms and conditions of this Agreement, the security deposit and interest or remaining balance thereof, if any, will be returned to Unit Owner after completion of the Work. The Board's release of the security deposit will not constitute acceptance of the Work by Sponsor or the Board or a waiver of any of Sponsor or the Board's rights under this Agreement. Any sums due to the Board under this Agreement and not recovered by application of the security deposit will be deemed obligations chargeable and collectable as additional common charges to Unit due by Unit Owner to the Board pursuant to the By-Laws.

14. **Security; Construction Locks.** It will be the General Contractor's responsibility to safeguard its own materials, tools and equipment at all times and to bear the risk of loss and/or damage thereto, and General Contractor hereby waives any claims against any property damage insurance coverage of the Building, Sponsor or the Board. Construction locks will be required and must be provided by the General Contractor. One key to the Unit must be provided to Sponsor and /or the Board for access to the Unit.

15. **Assumption by Purchaser.** The Unit Owner (a) shall advise the person or persons to whom it transfers the Unit ("Purchaser") of the Work undertaken by the Unit Owner pursuant to this Agreement; (b) shall provide copies of the Plans and this Agreement to the Purchaser; and (c) shall cause the Purchaser to execute and deliver to the Condominium Board an agreement substantially in the form of Exhibit E hereto pursuant to which the Purchaser shall assume all of the obligations of Unit Owner under this Agreement, including the obligation under this Section 15 with respect to any transfer of the Unit by the Purchaser.

The Unit Owner hereby waives any claim against the Condominium Board on account of (a) the Condominium Board advising a potential Purchaser of the provisions of this Agreement, including this Section 15, and/or (b) refusing to accept the sales package with respect to its waiver of its right of first refusal unless and until such potential Purchaser shall execute and deliver to the Condominium Board an agreement in the form of Exhibit E hereto.

16. **Miscellaneous.** This Agreement represents the only agreements between Sponsor, the Board and Unit Owner relative to the subject matter hereto. Sponsor and the Board reserve the right to update and amend the requirements governing the Work from time to time. Any changes will be provided to Unit Owner and General Contractor and General Contractor will be required to acknowledge receipt of such update(s). This Agreement may not be changed orally. None of Sponsor, the Board, any Unit Owners, the Managing Agent, or any of their principals, agents, employees, contractors or subcontractors, will be responsible for failure or inefficient performance of Building Services to the Unit resulting from the Work. Unit Owner acknowledges that it has not relied upon any representations, warranties, architect's plans or statements of any nature whatsoever, whether written or oral, made by Sponsor, Sponsor's selling agent, the Managing Agent, or otherwise, including, without limitation, any representations, warranties, architect's plans, statements or estimates relating to the cost, feasibility, safety or compliance with

all legal requirements pertaining to the Work, it being understood that approval of the Plans by Sponsor or the Board is not an express or implied warranty as to any such matter. This Agreement will be binding on legal representatives, successors and authorized assigns. Captions are for the purposes of convenience of reference only and are not to be considered in interpreting this Agreement. SPONSOR, THE BOARD, UNIT OWNER AND GENERAL CONTRACTOR WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER THIS AGREEMENT.

17. **Notices, Assignment.** Any notice, request, consent or other communication hereunder will begin in writing and sent by registered mail or certified mail, to Unit Owner at the address given at the beginning of this Agreement and to Sponsor and Board at the respective address given at the beginning of this Agreement, with a copy, in each case to Warshaw Burstein, LLP, 555 Fifth Avenue, New York, New York 10017, Attn: Harvey Krasner, Esq., or to such other address as either party may hereafter designate to the other in writing. The date of mailing will be deemed to be the date of the giving of notice, except that the date of actual receipt will be deemed to be the date of the giving of any notice of change of address. If, at any time, Unit Owner will require the consent or approval of Sponsor or the Board to any proposed action hereunder, Unit Owner will make a written request therefor, requesting such consent or approval. In no event whatsoever may Unit Owner rely on any consents, approvals, communications, statements or notices given by any person (including, without limitation, the Managing Agent or the superintendent of the Building or any representative of either) who is not a member of Sponsor, or the Board or which are not in writing. This Agreement may not be assigned by Unit Owner.

18. **Amendment to Condominium Documents.** If the Work involves the combination or subdivision of a Unit or Units, upon completion of the Work and upon receipt of all applicable certifications and approvals, the Board agrees to amend the Declaration of the Condominium ("Declaration") and the Condominium Floor Plans ("Floor Plans") to reflect the modifications to the Unit. Unit Owner agrees to provide the Board with all information and execute all documentation required to amend the aforesaid documents and to pay all costs incurred by the Board or otherwise associated with the amendment of the Declaration and Floor Plans.

19. **Unit Owner's Breach and Board's and Sponsor's Remedies.** Any breach by Unit Owner of any of the provisions of this Agreement will constitute a breach of the Declaration and By-Laws and will entitle the Board to exercise all of the rights and remedies therein provided. In addition, the Board will also have the right (a) to suspend the Work and prevent workers from entering the Unit for any purpose other than to remove their tools, and/or (b) to revoke its consent to the Work, and/or (c) to complete or remove all or any part of such Work and restore the Unit to its condition prior to the commencement of the Work at Unit Owner's sole cost and expense, and/or (d) to exercise any of the rights and remedies provided for herein. The remedies provided for herein and in the By-Laws will not be exclusive and the Board will also be entitled to exercise any of the remedies provided by applicable law.

The Board and Unit Owner acknowledge that Sponsor is the Sponsor of the offering plan for the Property, pursuant to which Sponsor has certain obligations to complete the Building and that a breach by Unit Owner of any of the provisions of this Agreement could adversely affect Sponsor's ability to perform its obligations. Accordingly the Board hereby assigns to Sponsor all of the rights of the Board pursuant to the Declaration and the By-Laws as may asserted with respect to the Work and this Agreement until such time as Sponsor has obtained a permanent certificate of occupancy for the Building. Until such time as Sponsor has obtained a permanent certificate of occupancy for the Building, the Board will not consent to any request hereunder which would have the effect of delaying or interfering with or increasing the cost to perform the Sponsor's Work.

Notwithstanding anything to the contrary set forth herein, to the extent notices or documents are required to be delivered to Sponsor or the consent or approval of Sponsor is required hereunder, such delivery, consent or approval will not be required after such time as Sponsor no longer owns any Unsold Residential Units in the Building. Sponsor, in its sole discretion, may waive its right, in writing, to receive notices or give approvals or consents hereunder.

IN WITNESS WHEREOF, Unit Owner, Sponsor and the Board have executed this Agreement.

THE BOARD OF MANAGERS
of 34 WEST 17TH STREET
CONDOMINIUM

By:_____
Name:
Title:

_____
UNIT OWNER

34 17TH STREET PROJECT LLC ,
Sponsor
By: 17th Street Manager LLC
Its Managing Member

By: Atkins & Breskin, L.L.C.
Its Manager

By:_____
Name: Jerry Atkins
Title: Member

EXHIBIT A

CONTRACTOR'S INSTRUCTIONS

1. Prior to the commencement of the Work, the General Contractor will have submitted to the Board a list containing the names of all contractors, subcontractors and suppliers (collectively the "Subcontractors') which will be performing the Work or providing materials and supplies with respect thereto. Such list (the "Subcontractor's List") must be updated within forty-eight hours after any additional Subcontractors are engaged or retained.

2. The General Contractor must submit notification to the Managing Agent (each a "Notice") containing the name of any Subcontractor requiring access to the Property in furtherance of the Work, no less than forty-eight (48) hours in advance of the time that such access is required. The Notice will include (a) the list of the individuals employed by the Subcontractor (the "Subcontractor's Employees") and (b) the period of time that the Subcontractor seeks to "book" the elevators to bring the Subcontractor's Employees and materials and supplies to the Unit. No Subcontractor will be permitted access to the Building unless the name of such Subcontractor is on the Subcontractor's list and a copy of the subcontract for such Subcontractor has been provided to the Board. The General Contractor acknowledges that the allocation of elevator "time" will be made by the Managing Agent, in its discretion, subject to the availability of elevators.

3. Each Subcontractor's Employee identified in the Notice will be given an access pass. Such pass must be worn by the Subcontractor's Employees whenever they are in the Building and must be returned at the end of each workday. All persons gaining access to the work site must wear hard hats and such other safety gear as may be required by Sponsor or the Board.

4. The party to whom communications are required to be made under the Alteration Agreement and these Contractor Instructions, including, without limitation, the submission of the Subcontractor's List and the Notices is _____ of_____. The Managing Agent reserves the right to change the aforementioned individual upon written notice to the General Contractor and Unit Owner.

5. By execution of the Contractor's Instructions below, the General Contractor hereby acknowledges and agrees to the foregoing and agrees to comply with those provisions of the Alteration Agreement which are the obligation of the General Contractor to perform.

ACKNOWLEDGED AND AGREED

[GENERAL CONTRACTOR]

By:_____
Name:
Title:

EXHIBIT B

Each of Unit Owner's contractors will provide insurance of the types and in not less than the limits set forth below with a company or companies satisfactory to the Board, licensed to do business in the State of New York, and all such policies will name the Board, the Board's officers, directors and Unit Owners, the Designated Engineer, Sponsor and the Managing Agent as additional named insureds. No diminution of limits of insurance will be permitted.

(i) **WORKER'S COMPENSATION** as required by law together with Employer's Liability Insurance and Disability Benefits Insurance as required by the State of New York.

(ii) **COMMERCIAL GENERAL LIABILITY** including Contractor's Liability and Blanket Contractual Liability (oral or written), all on an occurrence basis with Personal Injury Coverage, which will include mental anguish as well as standard conditions, and Broad Form Property Damage, without any exclusion relating to Explosion, Collapse and Underground Property Damage.

The policy will contain the "Broad Form Comprehensive General Liability" endorsement in Section 1 in such form; the exclusion pertaining to liability assumed by the Contractor under any contract or agreement (Section II Section B(1)) is to be deleted. The Completed Operations Coverage is to extend for a period of one year following termination of the Work and Contractual Indemnity Coverage is also to extend for one year following termination of the Work. The policy is also to include (a) Owners Protective Liability Coverage, (b) Knowledge of Occurrence and Notice of Occurrence endorsements and (c) Unintentional Errors and Omissions clause. The policy will also include coverage with respect to asbestos exposure if the Work involves any asbestos-containing material, and will not include a sunset clause without the Board's consent.

$1,000,000 BODILY INJURY & PROPERTY DAMAGE[1]*
(combined single limit)

(iii) **COMPREHENSIVE AUTOMOBILE LIABILITY**, including non-ownership and hired car coverage, as well as owned vehicles:

$1,000,000 BODILY INJURY & PROPERTY DAMAGE
(combined single limit)

(iv) **UMBRELLA LIABILITY, BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE** If umbrellas are written in more than one company any layers above the first one will follow the form of the primary umbrella.

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[1] Amounts of insurance required may be higher for major renovations as designated by the Board of Directors.

$3,000,000 COMBINED[2]*
(combined single limit)

Prior to the commencement of any work hereunder, detailed certificates of insurance will be furnished to the Board showing that such insurance is in full force and the premiums due thereunder have been paid. Such certificates will provide that the said insurance may not be canceled, terminated or modified without ten (10) days written advance notice thereof to the Board. The Contractor will promptly furnish the Board with copies of any endorsements subsequently issued amending insurance coverage or limits.

In the event of the failure of the Contractor to furnish and maintain such insurance, the Board will have the right, at its option, at any time:

(a) to revoke permission to perform the work and to deny entry into the Building of all workers, except that if such workers are escorted by a member of the Building's staff, they will be permitted to remove their tools and supplies, or

(b) to take out and maintain the said insurance for and in the name of the Board, the Contractor or Unit Owner and, in such a case, Unit Owner agrees to pay the cost thereof and to furnish all information and consents necessary to permit the Board to take out and maintain such insurance for and in the name of the Board, the Contractor or Unit Owner.

Compliance with the foregoing requirements to carry insurance and furnish certificates will not relieve Unit Owner from liability assumed under any provisions of this Agreement.

The Contractor's insurance policy will also contain in substance the following endorsement:

This insurance will not be invalidated should the insured waive, in writing, prior to a loss, any or all right of recovery against any party for the loss occurring to the property described herein.

Nothing in this Exhibit B will constitute a waiver of or limitation of any other rights or remedies the Board may have for consequential damages or otherwise.

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[2] Amounts of insurance required may be higher for major renovations as designated by the Board of Directors.

EXHIBIT C

Date

The Board of Managers
34 West 17th Street Condominium
c/o _____
_____
New York, New York _____

Re: Unit _____ (the "Unit")
_____ (the "Unit Owner")
34 West 17th Street Condominium (the "Condominium")
34 West 17th Street
New York, New York 10011 (the "Property")

Gentlemen:

The undersigned acknowledges being the general contractor for the Work to be performed in the referenced Unit ("Contractor") pursuant to the Plans, as such terms are defined in the alteration agreement (the "Alteration Agreement") entered into between The Board of Managers of 34 West 17th Street Condominium (the "Board"), the above referenced Unit Owner and 34 17th Street Project LLC ("Sponsor") Contractor acknowledges that it has received a copy of the Alteration Agreement (including. without limitation, the Contractor's Instructions annexed thereto), the Declaration, By-Laws and rules and regulations of the Condominium (collectively the "Requirements") and has reviewed the Requirements, understands them and will in all cases abide by all of the terms, conditions and requirements contained herein while completing the Work at the Building on behalf of Unit Owner. Contractor will be responsible for conveying these Requirements to any of its employees, suppliers and subcontractors who will be bound by these Requirements. Contractor will incorporate by reference the terms hereof into any contract or agreement with any Subcontractor employed by or retained by Contractor in connection with the Work and will deliver copies of all such subcontracts to the Board and/or Sponsor upon request. In all cases, Contractor will be solely responsible for the compliance by its employees, suppliers and subcontractors with the Requirements

Contractor agrees that it will not make any claim against, or seek to recover against the Board, the Board's officers, directors, Sponsor, other unit owners, servants, agents, partners, guests, licensees, invitees, tenants or employees or any of their respective agents, servants, employees, tenants, guests, licensees, invitees, officers, directors, shareholders and partners of the foregoing (collectively, the "Indemnitees") for any damage to persons or property by the perils within the scope of the policies described in the Alteration Agreement, unless the loss or damage is due to the gross negligence or willful misconduct of the Indemnitees. Contractor further agrees to defend, indemnify and hold harmless the Indemnitees against any and all liability, including legal costs and expenses on account of loss of life or injury to any person or damage to property, happening in or arising out of or in anyway relating to the performance of

the Work, unless such injury or loss of life or loss or damage to property is caused by the gross negligence or willful misconduct of the Indemnitees.

Any terms not otherwise defined in this letter will have the meaning ascribed thereto in the Alteration Agreement.

Sincerely,

_____
(Name of Contractor)

By: _____
Name:
Title:

EXHIBIT D

TO: [Addressed to the Unit Owners
or residents of the units
adjacent to, above and below,
the Unit Owner's unit]

DEAR _____:

In accordance with the Alteration Agreement between me and the Board of Managers (the "Board") of the _____ (the "Condominium") covering the alterations to be performed in unit ____, you are advised as follows:

1. Alterations will be performed in unit commencing on or about _____. The alteration agreement with the Board permits me an aggregate of _____ days to complete the alterations.

2. I hereby agree to indemnify you for any damage whatsoever to your unit caused by the alterations performed in my apartment as determined by the Condominium's architect. I agree to pay the reasonable cost of repair of such damage. At your option, such repair may be performed, at my expense, by contractors of your choice or by my contractors.

3. In order to take advantage of the foregoing indemnification, you must permit my designated representatives to inspect your apartment prior to the commencement of my alterations. Please call me at _____ to arrange the inspection. You must also permit my designated representative to inspect any damage you claim my alterations have caused.

Very truly yours,

_____
Unit Owner

Unit No.: _____

Date: _____

EXHIBIT E

ASSUMPTION OF ALTERATION AGREEMENT

WHEREAS, simultaneously with its execution and delivery of this Assumption of Alteration Agreement the undersigned is becoming the owner of Unit in the building known as 34 West 17th Street Condominium and located at 34 West 17th Street, New York, New York 10011; and

WHEREAS, a prior owner of the Unit and the Condominium Board entered into an Alteration Agreement dated _____, _____ ("Alteration Agreement"), a copy of which is attached hereto,

WHEREAS, the Alteration Agreement (1) provides that any person acquiring the Unit shall assume the obligations of the Unit Owner under the Agreement and (2) authorizes the Condominium Board not to accept the sales package in connection with its waiver of its right of first refusal unless and until such person assumes the obligations of the Unit Owner under the Agreement,

NOW, THEREFORE, in order to induce the Condominium Board to accept the sales package and waive its right of first refusal, the undersigned hereby ASSUMES AND AGREES TO PERFORM AND OBSERVE all the terms, covenants and conditions of the Alteration Agreement to be performed or observed by the Unit Owner thereunder (including the provisions of Section ___ thereof pertain to future transfers).

Henceforth, the term "Unit Owner" as used in the Alterations Agreement shall include the undersigned. Any breach of this Assumption of Alterations Agreement or of the Alterations Agreement shall constitute a breach of the By-Laws of the Condominium. This Assumption of Alteration Agreement shall be binding on the undersigned and [her][his] estate, heirs, executors, administrators, personal representatives, successors and assigns.

New York, New York
Date: _____

_____

_____

State of New York }
} ss.:
County of New York }

On this _____ day of _____, _____ before me personally came _____ _____, to me known and known to me to be the individual described in and who executed the foregoing instrument, and duly acknowledged to me that [she][he] executed the same.

_____
Notary Public