CONDOMINIUM OFFERING PLAN

318 WEST 47 CONDOMINIUM
318 West 47th Street
County of New York, City and State of New York

Total Purchase Price of the Offering:

Five (5) Residential Units:	$18,630,000.00
TOTAL OFFERING	$18,630,000.00

The Condominium will have 5 Residential Units, all of which are being offered for sale hereby.

SPONSOR:

318 WEST 47TH STREET, LLC
c/o Shore Assets, Inc.
19 West 21st Street, Suite 902
New York, New York 11222

SELLING AGENT:

Halstead Property Development Marketing, LLC
831 Broadway
New York, New York 10003

Date of Acceptance for Filing: April 15, 2016

The term of the initial offering of this Plan commenced on April 15, 2016 and expires on April 14, 2017 unless said date is extended in a duly filed amendment.

This Offering Plan contains Special Risks to the Purchaser. See Page 1.

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

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

PART I

CONDOMINIUM OFFERING PLAN

318 WEST 47 CONDOMINIUM
318 West 47th Street
New York, New York

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SPECIAL RISKS

1. Sponsor reserves the unconditional right to rent or lease any Unit rather than sell prior to closing. This right may only be exercised after the consummation of the Plan. Sponsor has obtained financing in connection with the acquisition of the Building. The sale thereof to the Purchaser thereof or any other party, and residents of the Condominium may be comprised of both Unit Owners and tenants leasing from Sponsor or other Unit Owners. Individuals leasing Units from Sponsor will not, except as expressly provided in their respective lease, have any special rights to purchase such Units. In addition, where a Purchaser acquires a previously-occupied Unit, such Unit will be delivered at closing free and clear of all leases and tenancies, except as may otherwise be agreed to in writing executed by the parties, Purchaser will be taking such unit is its current AS IS condition. Any lease for a Unit entered into with a Purchaser will provide, however, among other things, that an uncured default by the Purchaser under the Purchase Agreement with respect to the Unit which is the subject of the lease will constitute a default under that lease entitling Sponsor, at its sole option, to terminate the lease in accordance with applicable Law. In addition, each Purchase Agreement may provide that an uncured default by the Purchaser under any lease with respect to the Unit which is the subject of the Purchase Agreement will constitute a default under the Purchase Agreement entitling Sponsor, at its sole option, to terminate such Purchase Agreement and to exercise any remedies therein provided. (See the section entitled **"Interim Leases"**).

2. Purchasers or any other persons entering into a lease or use and occupancy agreement for a Unit shall be required to pay the legal fees of Sponsor's counsel in connection therewith upon execution of the lease or use and occupancy agreement. All other charges or other fees due under a lease or use and occupancy agreement shall be adjusted as of the Closing to the Unit. Notwithstanding any of the foregoing, Sponsor shall be under no obligation to enter into any lease or use and occupancy agreement. (See the Section entitled "**Rights and Obligations of Sponsor**").

3. 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. (See the section entitled **"Procedure for Purchase"**).

4. At the time a Purchase Agreement is executed, a Purchaser shall be required to make a Deposit in an amount equal to fifteen (15%) percent of the purchase price. In the event a Purchaser defaults under his or her Purchase Agreement, time being of the essence with regard to the obligations of the Purchaser thereunder, and does not cure such default within thirty (30) days after Sponsor gives written notice to the Purchaser of such default, Sponsor at its sole option may cancel such Purchase Agreement and retain, as liquidated damages, such portion of the Deposit made by the Purchaser as shall be equal to ten (10%) percent of the purchase price, together with interest earned thereon, if any. (See the section entitled **"Procedure for Purchase"**).

If a Purchaser makes a Deposit in excess of $250,000 for the purchase of a Unit, the

amount in excess of $250,000 will not be federally insured. Additionally, while the Deposit is in the non-interest bearing portion of the Master Escrow Account, the Deposit may not be federally insured even if the Deposit does not exceed $250,000.

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

The signing of the Purchase Agreement signifies the Purchaser's acceptance of the condition of the Property (as represented by Sponsor in the Plan) including the Building, the Unit and all facilities contained therein. Sponsor has no obligation to make any repairs, improvements or decorations in or to the Property, the Building, the Unit or such facilities, except as may otherwise be set forth in the Plan.

In the event that a Purchaser becomes entitled to rescission after the deposit of the escrow funds with Escrow Agent for custom work, Purchasers shall not receive a refund of the funds already expended for special work or extras. However, any such funds not already expended by the Sponsor for special work shall be returned to Purchaser. If Sponsor abandons the Plan, Purchasers will be entitled to a refund of all monies paid to Sponsor, including those paid and expended for special work.

5. Sponsor cannot and does not represent, assure or guarantee that any Purchaser will be able to obtain mortgage financing or the terms of such financing. Purchasers should note that the current real estate market, banks and other lenders may be imposing various restrictions on loans. Such restrictions include requiring that a certain percentage (70% or more) of the 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 obtaining a loan in a building where the percentage of units purchased is lower than a lender's particular sales minimum. Even once a building undergoes conversion, lenders may still impose minimum sales requirements before granting a loan. It then may be difficult for a Purchaser to resell an apartment if prospective buyers are unable to obtain a loan due to such minimum sales requirements. Purchasers should further note that pursuant to existing Law and regulation, Sponsor may declare the Plan effective upon selling a minimum of fifteen (15%) percent of the Units offered for sale in the Building. Notwithstanding the fact that not all Purchasers used for purposes of declaring the Plan effective may actually close, Sponsor will re-declare the Plan effective if all Purchase Agreements are either rescinded or terminated prior to the date of first unit closing, regardless of whether the Condominium Declaration has been recorded. Even if the Plan is declared effective with a minimum number of sales, it is possible that Sponsor may be able to submit the Property to a condominium regime and convey Units with fewer than the minimum number of sales if purchasers counted towards effectiveness do not ultimately purchase a Unit. Please refer to the Section entitled "**Effective Date**" in Part I of the Plan for further details.

6. 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 the holder of unsold shares has not sold a substantial percentage of the apartments in the buildings 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 also may 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. (See the section entitled **"Procedure to Purchase"**).

7. 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 on 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 and in the event a Purchaser is unable to obtain such financing beyond the Closing Date set forth in the Purchase Agreement, such Purchaser will be obligated to close and falling which, the Purchaser may lose its down payment. Neither Sponsor nor Selling Agent makes any representation whatsoever as to the terms of availability of any mortgage or other financing. Prospective Purchasers who require financing are advised to consult with a lending institution before execution of the Purchase Agreement. 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 liability as a result of any scheduling, rescheduling or adjournment of closing beyond the expiration of a loan commitment. (See the section entitled **"Procedure to Purchase"**).

8. Sponsor will control the Condominium Board until the earlier of (i) the Closing of Title with Purchasers under the Plan to Units having more than eighty (80%) percent of the aggregate Common Interests appertaining to all Units, or (ii) five years after the First Closing (**"Initial Control Period"**). After the Initial Control Period, Sponsor as owner of Unsold Units, shall have the right to designate one member of the Condominium Board for so long as Sponsor owns at least one Unsold Unit. During the period that Sponsor controls the Condominium Board, Sponsor will have control of maintenance, facilities and services to be provided to Unit Owners and will determine the Common Charges to be paid by all Unit Owners. See the Section of the Plan entitled **"Control By Sponsor"** for further details.

9. Sponsor may exercise veto power over some actions of the Condominium Board for a period ending not more than five years after the closing of the first unit or whenever the Unsold Units constitute less than 25 percent of the common interest, whichever is sooner. During such period, the Condominium Board may not take any of the following actions without Sponsor's prior written consent: (a) make any addition, alteration or improvement to the Common Elements or to any Unit, unless the same are required by Law or (b) assess any

Common Charges for the creation of, addition to, or replacement of, all or part of a working capital, reserve, contingency or surplus, fund, or (c) increase or decrease the number, or change the kind of, employees initially employed for the Condominium, or (d) enter into any service or maintenance contract for work or otherwise provide services in excess of those initially contracted for the Condominium, except as is required to reflect normal annual increases in operating services, or (e) borrow money on behalf of the Condominium, or (f) exercise a right of first refusal to lease or purchase a Unit; provided, however, that Sponsor's written consent is not necessary to perform any function or take any action described in clauses (a) through (f) 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 Law, remedy any notice of violation or remedy any work order of the Condominium's insurer. Sponsor may exercise veto power over expenses other than those expenses required (i) to comply with applicable laws or regulations, (ii) to remedy any notice of violation, or (iii) to remedy any work order by an insurer, for a period ending not more than five years after the closing of the first unit or whenever the unsold units constitute less than 25 percent of the common interest, whichever is sooner. See the Section of the Plan entitled "**Control By Sponsor**" for further details.

10. No bond or other security has been posted by Sponsor to secure its obligations under the Plan. See the Section of the Plan entitled "**Rights and Obligations of the Sponsor**" for further details.

11. Construction is a complicated process requiring the coordination of numerous tasks, contractors and suppliers and the balancing of complex mechanical and architectural systems. No assurance can be given with regard to the accuracy of any projected completion dates set forth herein. During the first year of Condominium operations, construction workers and related personnel will be at the Property from time to time making adjustments and performing various tasks related to the completion of construction. Various systems, including but not limited to water supply, air conditioning, heating, cooling, ventilating and elevators, may require more than a year after any Unit Closing to complete and may need to be shut down temporarily. Sponsor shall have the right to and may utilize elevators and other systems and may install and retain scaffolding and other equipment on and in the Building to complete construction of the Building. Various other adjustments, to window and elevators and other systems, may require a substantial time after the First Closing to complete. Sponsor may not fully complete the decoration of portions of the Building, including, without limitation, the Lobby or corridors in the Building, landscaping, install light fixtures, hanging wall coverings or laying carpeting, until a particular Section of the Building is complete or a particular floor is fully occupied by Residential Unit Owners as well as certain amenities may been affected. The Condominium Board may refuse to permit a Unit Owner to perform alterations in a Residential Unit until such time as the Building has been completed and a permanent certificate of occupancy has been obtained therefor. In addition, certain services, such as cable, computer, and other similar services may be provided by outside suppliers and delays in these services will not be the responsibility of Sponsor unless such delays are caused by Sponsor. In addition, such suppliers may not provide these services until occupancy in the Building has reached certain levels. Portions of the Building may be completed after some or all of the Units and the fact that such portions of the Building have not been completed or are not available for use by Unit

Owners is not a basis for a Unit Owner to refuse to close title to the Unit. As with any major construction project, Sponsor may be required to alter the plans and specifications to address existing conditions uncovered in the course of renovation. Any such material modifications will be disclosed in an amendment to the Plan and, if such modifications are materially adverse to Purchasers, such Purchasers will be given an opportunity to rescind their Purchase Agreements. (See the section entitled **"Rights and Obligations of Sponsor"**)

12. A Unit Owner may not commence any alteration, addition, or improvement which would require a construction, alteration or building permit issued by the NYC Department of Buildings, including but not limited to, the combination of two or more Units, or the finishing of any space in a Unit, nor may any work be undertaken by a Purchaser (as Unit Owner) which will alter the layouts, electrical, structural, mechanical or plumbing systems of a Unit from the original configuration as completed without the consent of the Sponsor until such time as the Permanent Certificate of Occupancy or final certificate of occupancy ("FCO") is obtained. A permanent Certificate of Occupancy is required for permanent residential use of the Building and the Residential Units. Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a FCO covering the entire building but with only a temporary certificate of occupancy ("TCO"), and sometimes with several successive temporary certificates of occupancy. Certificates of occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and FCOs are issued by the New York City Department of Buildings ("DOB"). A TCO is intended to indicate that the property conforms substantially to the DOB approved plans and specification, 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. **NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE FCO FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE FCO WITHIN SUCH TWO-YEAR PERIOD WHILE KEEPING THE TCO CURRENT.** 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 FCO. Sponsor anticipates this scenario may occur. There is no FCO now. The Sponsor expects to have a TCO in place around August 15, 2015. Temporary residential use of the Building is permitted upon the issuance of a temporary Certificate of Occupancy, but if a temporary Certificate of Occupancy expires prior to obtaining a permanent Certificate of Occupancy, residential occupancy of the Condominium will be in violation of the Multiple Dwelling Law, subjecting the occupants of the Building, the Unit Owners and the Condominium Board to penalties under the Multiple Dwelling Law, including, possibly, the eviction of residential occupants.. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof, and ultimately for obtaining a FCO covering the entire building within two years from the date of the issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that DOB will issue the FCO within such two year period. Notwithstanding the foregoing, Sponsor and its principals are obligated to procure the FCO for the entire building, and shall exercise best efforts to obtain the FCO within such two year period while keeping the TCO current. Unit owners and the Board of

Managers shall be obligated to cooperate with and refrain from obstructing sponsor in these undertakings. Buyers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have a FCO. A Factsheet on Certificates of Occupancy is available on the DOB website at http://www.nyc.gov/html/dob/downloads/pdf/co_factsheet.pdf. Please refer to the Section of the Plan entitled "**Description of Property**" in Part I of the Plan for further details

As described in greater detail in the Plan, Sponsor will maintain sufficient funds in escrow to cover the anticipated costs of obtaining a FCO. However, the TCO may lapse for reasons outside the Sponsor's control. In the absence of a FCO 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.

13. Sponsor reserves the right to sell two or more Units as more fully described in the Plan and to designate the purchaser of such blocks of Units as "Sponsor" under this Plan and the Declaration. A "Sponsor" shall be deemed to include owners of at least 20 percent of the total number of units in the condominium, whichever is less, which are not purchased for occupancy by the owner or one or more members of his or her immediate family; such sponsor will be deemed, however, to be a sponsor with the obligations of a sponsor only in relationship to the units which such sponsor owns. Pursuant to the Declaration and By-Laws, the Residential Units may be used for residential purposes only, subject to conditions set forth in Section 9.1 of the Declaration. (See the section entitled **"Changes in Prices and Units"**).

14. Sellers in general are obligated to pay the NYC Real Property Transfer Tax; however, Purchasers shall be obligated to pay the NYC Real Property Transfer Tax and NYS Real Property Transfer Tax (Deed Stamps) which by Law are the primary obligation of a seller. For purposes of calculating the taxes payable, the amounts of such taxes will be included in the consideration subject to such tax. If the purchase price of the Residential Unit is $1,000,000 or more, Purchaser shall also be obligated to pay the New York State Additional Tax pursuant to Article 31 of the Tax Law, commonly referred to as the "Mansion Tax," currently one (1%) percent of the purchase price, which by Law is the primary obligation of the Purchaser. (See the Section entitled "**Unit Closing Costs and Adjustments**" for further details).

15. All legal costs, fees and expenses charged by the Purchaser's attorney shall be the sole responsibility of each Purchaser. In addition, Purchaser shall also be responsible for payment of the following fees to Sponsor and/or to Sponsor's attorneys, Meister Seelig & Fein LLP, in connection with the closing of title to Purchaser's Unit: (i) the sum of $2,500 to reimburse Sponsor for its legal fees, (ii) if the Purchaser requests the Closing to occur other than at the offices of Meister Seelig & Fein LLP or such other place as Sponsor may designate in its closing notice and Sponsor consents, in its sole and absolute discretion, to such change, an additional attendance fee of $750.00 for each Closing held within Manhattan and $1,250.00 for each Closing held in any borough outside Manhattan, and (iii) if the closing is adjourned through no fault of Sponsor, an additional fee of $500 for each such adjournment to help defray the cost of preparing for and coordinating the new closing.

Please refer to the Section of the Plan entitled "**Closing Costs and Adjustments**" for further details.

16. Sponsor may agree to modify the floor plans and finishes of certain Units, to do special work, or provide extras to the Units if requested by individual Purchasers and agreed to by Sponsor, in writing, in Sponsor's sole discretion. Purchaser shall bear the cost of such modification to floor plans and finishes. All funds received by Sponsor from Purchasers for such modified or additional work in Units, as aforesaid, shall be initially placed in escrow and shall be paid to Sponsor by the escrow agent to be used by Sponsor to pay for such work. Accordingly, in the event a Purchaser becomes entitled to rescission after the release of such funds, the Purchaser shall not receive a refund of any funds used for special work or extras. Please refer to the Section of the Plan entitled "**Procedure to Purchase**" in Part I of the Plan for further details.

17. See the Section of the Plan entitled **"Rights and Obligations of Sponsor"** for further discussion. Sponsor's obligation, regardless of any limitations in the warranty or in this Offering Plan, is to construct the premises in accordance with all applicable codes and filed plans and specifications, and that any conflict between the disclaimers and the Sponsor's obligation to construct the premises in accordance with all applicable codes and filed plans and specifications shall be resolved in favor of the latter. Sponsor shall not be obligated to correct, repair, or replace any and all defects relating to construction of the Units and/or the Common Elements, or in the installation or operation of any appliances, fixtures, or equipment therein. The Housing Merchant Implied Warranty Law (General Business Law Article 36-B does not apply) is not applicable as the Building is six stories.

18. In order to meet the possible varying demand for number and type of Units, or to meet particular requirements of prospective purchasers, or for any other reason, Sponsor reserves the right (except to the extent prohibited by Law) at any time and from time to time, before and after the recording of the Declaration, without giving prior notice and without the consent of the Condominium Board or any Unit Owner or mortgagee, to (a) change the layout of, or number of rooms in, any Unsold Unit, (b) change the size and/or number of Unsold Units, combining separate Unsold Units (including those resulting from such subdivision or otherwise) into one or more Unsold Units, altering any boundary walls between one or more Unsold Units, or otherwise, including incorporating Common Elements (such as a portion of a hallway) which exclusively benefit an Unsold Unit into such Unsold Unit, (c) designate a Common Element as part of a newly created or expanded Unit or designate all or part of a Unit as a newly created or expanded Unit or Limited Common Element and (d) if appropriate, reapportion among the Unsold Units effected by any such change, their aggregate Common Interests. Please see the Section of the Plan entitled **"Changes in Prices and Units"** for further details.

19. Sponsor makes no representations or warranties regarding building construction in the area of the Condominium. Purchasers are advised that adjacent parcels or buildings may be further developed and such development could adversely impact upon the views from a Residential Unit. (See the section entitled **"Reservation of Air and Development Rights"**).

20. Unit Floor plans for Units are set forth in Part II of the Plan. (See the section entitled **"Description of Property and Building Specifications in Part II of the Plan"**). Any floor plan or sketch shown to a prospective Purchaser is only an approximation of the Unit. The approximate physical dimensions of each Residential Unit consists of the area measured

horizontally from the outside face of the exterior walls of the Building defining the Residential Unit to (a) the outside face of the exterior walls of the Building, or (b) the centerline of the partitions of the interior walls separating one Residential Unit from another Residential Unit or (c) corridor side of partitions separating the Residential Unit from the corridor or other spaces. Each Residential Unit will consist of the volume measured vertically from the upper face of the flooring material on the lowest level of the Residential Unit to and including the ceiling material on the highest level of the Residential Unit. Since the measurements are not from interior surfaces of interior walls, the actual area comprising the Unit is significantly less than the area listed in Schedule A. Measurements can be stated to be approximate, within reasonable tolerances. Any common element located within a Residential Unit will not be considered a part of such Residential Unit.

21. It is the responsibility of each Unit Owner to notify the Managing Agent in writing when a child or children under the age of eleven (11) years lives or resides (even temporarily) in the Unit. It is the responsibility of each Unit Owner to 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. Sponsor makes no representations whether Unit Owners will comply with the foregoing obligations. (See the section entitled **"Rights and Obligations of Unit Owners"**).

22. Terraces are appurtenant to certain Units, as identified in Schedule A and in the Floor Plans set forth in Part II of the Plan, and are Limited Common Elements available for the exclusive use of the Unit Owners of the Units to which such Terraces, as the case may be, are appurtenant, subject to and in accordance with the Declaration, By-Laws and Rules and Regulations in effect from time to time. Each such Unit Owner of a Unit containing a Terrace shall be responsible for all normal maintenance, repairs and replacements of the Terrace appurtenant to its Unit; however, the costs and expenses of any structural or extraordinary repairs to replacements to any Terrace (unless caused by a Unit Owner) shall be charged to all Residential Unit Owners as a Common Expense. (See **"Description of the Property"** and **"Rights and Obligations of the Unit Owners and the Board"** in Part I of the Plan for further discussion.)

23. Except as otherwise agreed by the parties, the Units will be delivered to Purchasers with a finish coat of paint. Each Purchaser will be obligated to do all other painting and decorating of the Unit at such Unit Owner's own cost and expense. Any special work which a Purchaser desires for a Unit prior to Closing shall only be performed following Sponsor's prior written consent thereto and Sponsor's designation or approval of all contractors and suppliers in connection therewith, which consent and approval shall be within the sole discretion of Sponsor. See Section of the Plan titled "**Description of Property**."

24. TIME IS OF THE ESSENCE to Purchaser as to Purchaser's obligations pursuant to the purchase agreement, including, without limitation, for the payment of the balance of the Purchase Price. Funds drawn on out-of-state or foreign banks will not be accepted in payment of the purchase price for a unit. See Section of the Plan titled "**Procedure to Purchase.**"

25. Sponsor does not make any warranty of any kind, express or implied, and Sponsor hereby disclaims any and all warranties, including but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the construction of the Unsold Units and the Common Elements and with respect to the personal property located within the Unsold Units, the Common Elements or on the Limited Common Elements, and the Unit Owners assume all risk and liability from the use of this property. Notwithstanding the foregoing, the foregoing shall not apply to any obligation that Sponsor is obligated to perform pursuant to any applicable statute or regulation. Sponsor has warranties/guarantees that may expire prior to the First Closing. Sponsor shall not be responsible for the existence of any warranties or guarantees by contractors, manufacturers or suppliers not expressly stated herein and shall not be responsible for any that will expire prior to the First Closing. Please refer to the Section of the Plan entitled "**Rights and Obligations of Sponsor**" for further details.

26. No bond or other security has been posted by Sponsor to secure its obligation to pay Common Charges, special assessments and real estate taxes with respect to unsold Units and to complete construction of the Building. Sponsor represents that it has the financial resources to meet such obligations. Please refer to the Section of the Plan entitled "**Rights and Obligations of Sponsor**" for further details.

27. Sponsor has retained and expressly reserves all excess air or developmental rights (collectively, the "Air Rights") otherwise appurtenant to the Property both (a) prior to the Condominium Declaration being recorded, in connection with any renovation work to be performed by Sponsor at the Building; and (b) subsequent to the First Closing, at which time Sponsor will continue to own any Air Rights not used in connection with any renovation of the Building prior to the Condominium Declaration being recorded. As a result, unless Air Rights are separately acquired therefor on behalf of the Condominium or a Unit Owner, as the case may be, any future expansion of the Building by the Condominium Board or of a Unit by any Unit Owner as may otherwise be permitted pursuant to any applicable Legal Requirements and otherwise, nay not be possible or may be limited. Further, Sponsor, as a result of such reservation, may transfer or sell such Air Rights to the owner(s) of adjoining properties and in such case such properties may be increased as result of such transfer or sale. At this time, the current retained development rights are 547 square feet. In the event of any transfer of Air Rights, Sponsor will amend the plan. Except in the case of a sale or transfer for use in connection with other properties, the reserved Air Rights will be used in the Property solely for the purpose of reconfiguring certain areas, which are limited uninhabitable spaces (e.g., adding mezzanine space, converting mechanical space to space used for other purposes) which, pursuant to the applicable provision of the Zoning Resolution, will require the use of Air Rights in excess of those used in connection with any renovation of the Building in accordance with the Plan. In the event such Air Rights are transferred to the owner(s) of adjoining properties, a Unit Owner's views and exposure to light may be affected. (See the Section entitled "**Rights and** Obligations of Sponsor" in Part I of the Plan for further discussion.)

28. The residential cellar space appurtenant to a Unit may not be used for sleeping or dining space. Cellar space has less light and air than ordinary living space and it is more susceptible to dampness. (See the section entitled **"Footnotes to Schedule A"**).

29. The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. Any deposit in excess of $250,000 will not be insured, unless Escrow Agent has established multiple accounts on behalf of Purchaser at various institutions. (See the section entitled **"Procedure to Purchase"**).

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 pursuing 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 twelve (12) months from the date of the Purchase Agreement, affected Purchasers will be afforded the right of rescission.

30. A person who takes possession prior to closing assumes the risk of losses not covered by insurance. (See the section entitled **"Procedure to Purchase"**).

INTRODUCTION

Nature of the Transaction

318 West 47th Street, LLC ("**Sponsor**") hereby presents this offering plan (the "**Plan**") for the establishment of condominium ownership of the land ("**Land**") together with the building erected thereon known as and having a street address of 318 West 47th Street, New York, New York (the "**Building**") (the Land, Building, and the appurtenances thereto are being referred to herein as the "**Property**") pursuant to the terms of Article 9-B of the Real Property Law of the State of New York (the "**Condominium Act**"). The condominium will be known as the 318 West 47 Condominium and is hereinafter referred to as the "**Condominium.**" The Condominium will consist of five (5) residential units (each individually referred to as a "**Unit**" collectively, as the "**Units**"). Sponsor acquired fee title to the Property from 318 Holding Corp. on October 10, 2013.

The Condominium Offering Plan

Sponsor will make available to prospective purchaser's copies of this Offering Plan (the "**Plan**"). The purpose of the Plan is to set forth in detail all material facts relating to the offering by Sponsor of the Five (5) Units in the Condominium. There are no units under contract.

Sponsor may from time to time amend the Plan by filing an amendment with the New York State Department of Law (the "**Department of Law**") and serving such amendment on Purchasers and Unit Owners. The Plan is presented in two parts which together constitute the entire Plan. Part I sets forth a general description of the Plan and Part II contains the basic documents necessary to create the Condominium and to otherwise effectuate the provisions of the Plan. Also included in Part II is a detailed description of the Property, legal opinion as to certain tax matters discussed in the Plan, certifications of Sponsor and certain experts. Copies of the Plan, including all documents referred to herein and all Exhibits submitted to the Department of Law in connection with the filing of the Plan will be available for inspection by prospective Purchasers and their attorneys without charge and for copying at a reasonable charge at Sponsor's office. Copies of the filed Plan will also be available for inspection at no charge and for copying at a reasonable fee at the Department of Law, 120 Broadway, 23rd Floor, New York, New York 10026. All of these documents are important and should be carefully read by prospective Purchasers. Prospective Purchasers are also advised to consult with their own attorneys or other advisers before agreeing to purchase. The Plan may be borrowed upon payment of a two hundred fifty dollar ($250.00) deposit, which amount will be refunded upon either (i) the prompt return of the Plan in good condition or (ii) the execution by the prospective Purchaser of a Purchase Agreement subsequently accepted by Sponsor.

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

The Condominium

Sponsor is the owner of the Land and Building located at 318 West 47th Street, New York, New York which will constitute the Condominium.

As more specifically described herein, the Building, upon completion of construction, will include:

1. Five (5) Residential Units, located on the cellar through sixth floor plus a penthouse; and

2. Various hallways, utilities, service and other common areas and amenities as more specifically described herein and located throughout the Building.

The existing building was extensively altered to the degree that only slightly more than 25% of the existing floor area was maintained at its existing location and approximately 75% of the existing structural walls were maintained, those being the east and west bearing walls. There was a vertical enlargement to the existing four story building to increase the building to a 6 story and penthouse building. The existing gross floor area was increased from approximately 7,530 sf to 11,991 sf. The existing floor construction was improved to a non-combustible metal deck and concrete slab construction from a combustible wood framed building.

The Sponsor anticipates the First Closing to occur on or about January 1, 2017. Provided that the Sponsor is diligently pursuing completion of construction and the issuance of a certificate of occupancy and is otherwise in compliance with its obligations under the offering plan, Sponsor will have no liability to any Purchaser, nor will a Purchaser be entitled to any credit offset or reduction in the purchase price for his or her Unit or otherwise be relieved from any obligations under the Purchase Agreement, in the event that the First Closing occurs earlier or later than the targeted date or the time to complete or to close title to any Unit is delayed or postponed by Sponsor, provided, however, that in the event the actual or anticipated commencement date of the first year of condominium operation is to be delayed by six months or more, Sponsor will amend the Plan to include a revised budget with current projections and if (i) the amended budget exceeds the projected budget set forth herein by 25% or more, or (ii) the First Closing does not occur within twelve (12) months after January 1, 2017, the date set forth in Schedule B as the commencement date for the first year of Condominium operation, then in either case, Sponsor will offer all Purchasers the right to rescind their Purchase Agreements within not less than fifteen (15) days after date the amendment containing such revised budget is presented, and any Purchasers electing rescission pursuant to such offer will have their Deposits and any interest accrued thereon returned. Sponsor must return any deposit or down payment to any Purchaser who rescinds within a reasonable period of time. Sponsor may not declare a plan effective where there are any material changes to the budget if these changes have not been disclosed by a duly filed amendment to the offering plan.

Sponsor reserves the right to change the number of Units from time to time by subdividing and/or combining Units, even after the Condominium is created, unless a binding Purchase Agreement for such Unit has been entered into and the Purchaser does not consent to

such change. (See Section of the Plan entitled "**Changes in Prices and Units**".)

A detailed description of the Property is contained in the Section of the Plan entitled "**Description of the Property and Improvements.**"

Sponsor has obtained financing from Metropolitan Commercial Bank ("Lender") and Lender will release each Unsold Unit at Closing in accordance with the loan documents entered into between Sponsor and Lender.

Features of Condominium Ownership

The ownership of a Unit is similar in many respects to the ownership of a private home. Each Unit Owner owns fee title to his or her Unit and is entitled to the exclusive possession thereof and the exclusive use of the Limited Common Elements, if any, appurtenant to the Unit. He or she also owns, in common with the owners of all other Units, an undivided interest in (and right to use) the General Common Elements.

Each Unit Owner has exclusive use of any Terrace or balcony appurtenant to his or her Unit, as shown on the Floor Plans included in Part II of the Plan or other Limited Common Elements exclusively appurtenant to his or her Unit, and is responsible for all normal maintenance, repairs and replacements thereto. However, the costs and expenses of any structural or extraordinary repairs or replacements to any Terrace or other Limited Common Elements (including any leaks which are not caused by the negligence of the Unit Owner having access to same) shall be charged to all Unit Owners as a Common Expense. The type, size and quantity of plantings and other installations to be placed on Terraces and the rights of Unit Owners to paint and decorate Terraces shall be subject to the prior written approval of the Condominium Board.

Subject to certain conditions contained in the By-Laws, each Unit Owner may mortgage his or her Unit with such lender and in such amount as he or she chooses. However, Sponsor makes no representations about the financeability of any Unit. There are no limitations or restrictions upon the rights of the Sponsor to mortgage Unsold Units. Each Unit is separate and is not subject to the lien of any mortgage placed by other Unit Owners on their respective Units. 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 and construct the interior of his or her Unit in any way he or she desires, subject to compliance with the By-Laws, the Rules and Regulations and law, and will be solely responsible for the cost of maintenance and interior repairs to his or her Unit after Closing.

Each Unit will be taxed as a separate tax lot for real estate tax purposes, and a Unit

Owner will not be responsible for the payment of, nor will his or her Unit be subjected to any lien arising from the non-payment of real estate taxes assessed against other Units. In the opinion of Meister Seelig & Fein LLP, counsel to Sponsor, which opinion is set forth in full in Part I of the Plan, a Unit Owner who itemizes deductions may be eligible, under present law, to deduct from his income for income tax purposes, his or her real estate taxes and the interest paid on his or her mortgage, subject to certain exceptions and limitations discussed in the "Attorney's Income Tax Opinion" set forth in Part II of the Plan. (See also the Section entitled "Income Tax Deductions to Unit Owners and Tax Status of the Condominium".)

With certain exceptions, any sale or lease of a Unit, will be subject to a right by the Condominium Board 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. Other than this right, the Condominium Board does not have the right to approve or disapprove purchasers. Sponsor and its designees may sell or lease any Unsold Unit, without any restriction or limitation. For a more complete discussion of the foregoing, see the Section entitled "Rights and Obligations of Unit Owners-Sales and Leases of Units".

The statute concerning condominiums in effect in the State of New York pursuant to which the Condominium will be organized by Sponsor is Article 9-B of the Real Property Law of the State of New York, as amended, commonly known, and hereinafter referred to as the "**Condominium Act**". The Property will be submitted to the provisions of the Condominium Act by recording of the Declaration by Sponsor, in the City Register's Office. From and after the date of recording the Declaration, Sponsor will be the owner of the Units until each is sold or conveyed. The Condominium will comply with all statutes and regulations applicable to condominiums in the State of New York.

Generally, the cost of operating the Building will be borne entirely by the Unit Owners in proportion to their respective Common Interests. As more particularly set forth in the By-Laws, the Condominium Board will determine the amount of Common Expenses. On a monthly basis or at such other times as the Condominium Board determines, the Condominium Board will assess Unit Owners for Common Charges to meet Common Expenses. Such charges will be assessed against Unit Owners in proportion to their respective Common Interests in accordance with Sections 339-i and 339-m of the Condominium Act. Notwithstanding the foregoing, the estimated Common Charges for each Unit offered hereunder for the first year of condominium operation are set forth in Schedule A.

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

After the closing of title to a Unit, a Unit Owner will be solely responsible for maintaining casualty insurance with respect to the fixtures, equipment and personal property situated within his or her Unit, as well as liability insurance with respect to occurrences in or about the Unit. The Condominium Board will be solely responsible for maintaining casualty and

liability insurance with respect to the Common Elements, in accordance with the provisions of the By-Laws. See the Section entitled "Rights and Obligations of the Condominium Board" for a more complete discussion of the foregoing.

There are no limitations on who may purchase Units and there is no limit on the number of owners who may purchase for investment rather than for personal occupancy. 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. Therefore, there always may be a substantial percentage of owners who are non-residents. Under the New York Real Property Law, a condominium unit may be owned by an individual, a corporation, a partnership, an association, a trust or any other entity which is permitted to take title pursuant to New York law. Notwithstanding the foregoing, Sponsor is not obligated to offer or sell any Units and may, if it chooses, withhold one or more Units for future sale. Sponsor hereby reserves the right at any time and from time to time for any reason whatsoever, without the consent of the Condominium Board, any Unit Owner or mortgagee, to refuse to approve and execute (a) a Purchase Agreement for any Unit and (b) a Purchase Agreement or Purchase Agreements, as the case may be, for more than one Unit to any one person or entity; provided, however, that, in either event, Sponsor shall not discriminate against any person because of his race, creed, color, sex, sexual orientation, disability, marital status, age, ancestry, national origin or other ground proscribed by law. No binding obligation will arise for the sale of a Unit unless and until a Purchase Agreement executed by both Purchaser and Sponsor has been exchanged and Sponsor has collected the funds constituting Purchaser's required deposit thereunder (see the Section entitled "Procedure to Purchase" for more details). Sponsor will not accept an offer of purchase from an individual younger than eighteen (18) years of age or an incompetent under law.

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

Offering of Units for Sale.

The prices for each of the Units offered under the Plan are listed in the Section entitled "Schedule A - Purchase Prices And Related Information" ("Schedule A"). THESE PRICES HAVE BEEN SET BY SPONSOR AND ARE NOT SUBJECT TO APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENTAL AGENCY.

Sponsor reserves the right to offer the Units in such order of priority as it may determine, and to withhold one or more Units for future sale or lease. In addition, Sponsor has the right to limit the number of Units sold to any Purchaser and to make bulk sales of Units. Sponsor reserves the unconditional right to rent or lease any Unit rather than sell prior to closing. This right may only be exercised after the consummation of the Plan. There is no commitment to sell more units than the 15% necessary to declare the Plan effective, and owner-occupants may never gain effective control and management of the Condominium. If Sponsor makes a bulk sale of all

or some of its unsold units, the transferee successor Sponsor is bound by Sponsor's representations regarding the commitment to sell Units.

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

In addition to the payment of Common Charges, each Unit Owner will be responsible for the payment of the real estate taxes which will be separately assessed against such Unit Owner's Unit, interest and amortization payments on the mortgage, if any, which such Purchaser may, at such Purchaser's option, obtain, and charges for electricity and gas (for cooking, heating and hot water) consumed in such Unit Owner's Unit and the costs for telephone, cable television and similar services.

The charges for electricity consumed by each Unit Owner individually will be separately metered and billed directly to such Unit Owner by the utility provider. Water charges and sewer rents, assessed by The City of New York, will be billed to the Condominium as a Common Expense. Unit owners will be required to pay charges for electricity consumed for air conditioning air handler/circulation fans located in their respective Units. All water and sewer service provided to all of the Units will be a common expense. Schedule A sets forth estimates of the amounts of real estate taxes which will be payable with respect to each Unit. See the Notes to Schedule A with respect to the bases of such estimates.

DEFINITIONS

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

"Adverse Effect," or "adverse effect," as used in the Condominium Documents, shall mean, with respect to any action or proposed change and with respect to any Unit Owner or Unit Owners, that such action or change could, if realized, (i) increase the Common Charges payable by such Unit Owner or Unit Owners, (ii) materially interfere with such Unit Owner's access to his Unit, (iii) obstruct or degrade the view from the windows of such Unit Owner's Unit or (iv) otherwise materially diminish such Unit Owner's use and enjoyment of his Unit.

"Building" shall mean the building and improvements including above and below grade segments, known as 318 West 47th Street, New York, New York situated on the Land in which the Units of the Condominium are located.

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

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

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

"Closing" shall mean the date upon which, among other things, a Unit and its appurtenant Common Interest is conveyed to a Purchaser by the delivery by Sponsor to a Purchaser of a deed upon payment by a Purchaser to Sponsor of the balance of the purchase price for the Unit.

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

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

"Common Expenses" shall mean all costs and expenses to be incurred generally by the Unit Owners pursuant to the Declaration and/or the By-Laws in connection with: (i) the repair, maintenance, replacement, restoration and operation of, and any alteration, addition, or improvement to, the Common Elements; (ii) the establishment and/or maintenance of a general operating reserve, or a reserve fund for working capital, for replacements with respect to the Common Elements, or to make up any deficit in the Common Charges for any prior year(s); and (iii) generally, the conduct of the affairs of the Condominium.

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

"Condominium" shall mean the 318 West 47 Condominium which is to be established pursuant to the terms of the Declaration and which is to be governed pursuant to the terms of the By-Laws.

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

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

"Condominium Documents" shall be, collectively, the Declaration, the By-Laws, the Rules and Regulations, the Floor Plans, the Plans and Specifications and the Plan.

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

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

"Effective Date" shall mean the date upon which Sponsor has declared the Plan effective pursuant to the provisions of the General Business Law.

"Equal or Better Quality" shall mean comparable or better quality recognized by industry standards for performance, efficiency, longevity, and/or classifications, as applicable.

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

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

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

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

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

"Initial Control Period" shall mean the period ending on the earlier of (i) the closing of title with purchasers under the Plan to Units having at least eighty percent (80%) of the aggregate Common Interest appertaining to all Units, or (ii) five (5) years after the First Closing.

"Land" shall mean the land located in the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of The City of New York as Block 1037, Lot 44 and more particularly described on Exhibit A to the Declaration.

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

"Managing Agent" shall mean the managing agent or manager of the Building at the time in question.

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

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

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

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

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

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

"Residential Unit" shall mean any space designated as a Residential Unit in the Declaration together with its Common Interest.

"Rules and Regulations" shall mean the rules and regulations made in accordance with the By-Laws and attached thereto as Schedule A.

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

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

"Schedule B-I" shall mean the section of the Plan entitled "**Schedule B-I for Individual Energy Costs**".

"Selling Agent" shall mean Halstead Property Development Marketing, LLC.

"Sponsor" shall mean 318 West 47th Street, LLC and any of its designees, successors, assigns, officers, directors, shareholders or affiliates.

"Terrace" shall mean a terrace, balcony or garden appurtenant to a Unit. All such terraces, balconies or gardens are, collectively, referred to as the "Terraces".

"Unit" shall mean any space designated as a Unit in the Declaration together with its

Common Interest. All such Units are, collectively, referred to as the "Units".

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

"Unsold Unit" shall mean any Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by Sponsor or its designee at the time in question.

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

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

(1)	Address	318 West 47th Street New York, New York
(2)	Block & Lot #	Block: 1037, Lot:44
(3)	Zoning	R8 within the special Clinton District
(4)	Permissible Use	Residential as of Right The Property and its proposed use will comply with all zoning and use requirements and either a Temporary or Permanent Certificate of Occupancy will be presented at closing.

Improvements - General Description

The Condominium will consist of Five (5) Residential Units contained in one (1) zoning lot containing one six story building with penthouse, including a residential lobby, mechanical space and trash compactor. Construction is estimated to be completed on January 1, 2017.

The five apartment Units are located as follows:

One (1) maisonette Unit located at cellar, first floor and second floor;

Three (3) separate two bedroom Units located at third, fourth and fifth floors; and

One (1) duplex penthouse Unit located at the sixth floor and sixth floor penthouse.

Each Unit Owner will be entitled to the irrevocable exclusive use of any Terrace to which

there is direct access from the interior of his or her Unit. Purchasers are advised to consult the Floor Plans contained in Part II of the Plan for more details regarding the Units.

Construction Data for Units and Common Elements

The Property, immediately prior to the commencement of construction was improved with an existing vacant building.

The existing building was extensively altered to the degree that only slightly more than 25% of the existing floor area was maintained at its existing location and approximately 75% of the existing structural walls were maintained, those being the east and west bearing walls. There was a vertical enlargement to the existing four story building to increase the building to a six story and penthouse building. The existing gross floor area was increased from approximately 7,530 sf to 11,991 sf. The existing floor construction was improved to a non-combustible metal deck and concrete slab construction from a combustible wood framed building.

The building will be improved and completed in accordance with all applicable zoning and building laws. The building will consist of a six story building with a penthouse and cellar with five (5) Units and no commercial or community facility units.

Sponsor has engaged William Leggio Architect LLC, as the architect of record. The Plans and Specifications have been prepared by such architect. (See Section of the Plan entitled "**Identity of Parties**")

There will be a temporary Certificate of Occupancy for a Unit prior to its closing. The Permanent Certificate of Occupancy for the Units will be obtained as soon as possible after completion of construction by Sponsor. Prior to Sponsor obtaining the Permanent Certificate of Occupancy, a Unit Owner may not commence any alteration, addition, or improvement which would require a construction, alteration or building permit issued by the NYC Department of Buildings, including but not limited to, the combination of two or more Units, or the finishing of any space in a Unit, nor may any work be undertaken by a Purchaser (as Unit Owner) which will alter the layouts, electrical, structural, mechanical or plumbing systems of a Unit from the original configuration as completed without the consent of the Sponsor.

Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a FCO covering the entire building but with only a 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 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. **NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE FCO FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE FCO WITHIN SUCH TWO-YEAR PERIOD WHILE KEEPING THE**

TCO CURRENT. 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 FCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof, and ultimately for obtaining a FCO covering the entire building within two years from the date of the issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that DOB will issue the FCO within such two year period. Notwithstanding the foregoing, Sponsor and its principals are obligated to procure the FCO for the entire building, and shall exercise best efforts to obtain the FCO within such two year period while keeping the TCO current. Unit owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing sponsor in these undertakings.

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

As described in greater detail in the Plan, Sponsor will maintain sufficient funds in escrow to cover the anticipated costs of obtaining a FCO. In the absence of a FCO 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.

Construction of the Building, including the individual Units and Common Elements, have been completed in accordance with the Plans and Specifications, the Zoning Resolution of The City of New York, any variances granted by or other rulings of the Board of Standards and Appeals of The City of New York and all other applicable governmental requirements. However, Sponsor reserves the right to amend or modify, in any way, the Plans and Specifications (including, without limitation, changing materials, appliances, equipment fixtures and other construction details) and substitute in place of any materials, appliances, equipment and fixtures set forth therein or in Part II of the Plan entitled "**Description of Property**," items of Equal or Better Quality, provided, however, that any material change shall be set forth in an amendment to the Plan, that any necessary approval of any governmental authority having jurisdiction is first obtained, and that no such amendments, modifications or substitutions may be made if the same would materially adversely affect any Purchaser under a Purchase Agreement which has been countersigned by Sponsor and returned to the Purchaser 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 (15) days, to rescind their Purchase Agreements and receive a refund of their Deposits, together with all interest earned thereon.

The location in the Building, size, layout and approximate square footages of the Units within reasonable tolerances are shown on the floor plans set forth in Part II of the Plan. Such floor plans are subject to the rights of Sponsor or its designee to combine two or more Unsold Units, to add additional Units by subdividing Unsold Units or to change the number of rooms in,

as well as the size, layout and square foot area of, any Unsold Units, as further described in Part I of the plan (in the section entitled "Changes in Prices and Units") hereof, provided, however, that (i) no change will be made in the size or number of Units and/or their respective Common Interests, and that no material change within reasonable tolerances will be made in the size or quality of the Common Elements, except by amendment to the Plan, and, when applicable, to the Declaration or (ii) no material change within reasonable tolerances will be made in the size, layout or Common Interest of a Unit for which a Purchase Agreement has been countersigned by Sponsor and returned to Purchaser unless consented to by the affected Purchaser. Unless consented to by the affected Purchaser, no material change within reasonable tolerances will be made in the size and no material adverse change will be made in the quality of Common Elements directly affecting or servicing the Unit.

Sponsor will have no liability to any Purchaser, nor will any Purchaser be entitled to a credit, offset or reduction in the purchase price for his or her Unit or otherwise be relieved from any obligations under the Purchase Agreement, by virtue of a immaterial inaccuracy or error in the floor plans or variances in the actual square footage of a Unit unless the gross square footage area of the Unit is materially diminished. T here is a rebuttable presumption that a decrease in the floor area of a unit of five (5%) percent or less is not material.

Sponsor anticipates the First Closing to occur on or about January 2, 2017. Provided that the sponsor is diligently pursuing completion of construction and the issuance of a certificate of occupancy and is otherwise in compliance with its obligations under the offering plan, Sponsor will have no liability to any Purchaser, nor will a Purchaser be entitled to any credit, offset or reduction in the purchase price for his or her Unit or otherwise be relieved from any obligations under the Purchase Agreement, in the event that the First Closing occurs earlier or later than the targeted date or the time to complete or to close title to their Units is delayed or postponed by Sponsor. However, if the First Closing does not occur within 12 months after January 1, 2017, the date set forth in Schedule B as the commencement date for the first year of Condominium operation, then, Sponsor will offer all Purchasers the right to rescind their Purchase Agreements within not less than fifteen (15) days after date the amendment containing such revised budget is presented, and any Purchasers electing rescission pursuant to such offer will have their Deposits and any interest accrued thereon returned.

Residential Units

Subject to the rights of Sponsor and its designee to change the number of Units, there will be a total of five (5) Units situated on the ground floor through the sixth floor of the Building. Detailed descriptions of the Units including a finish schedule are set forth in the Declaration and in the "Description of Property" in Part II of the Plan. See also the Section entitled "Changes in Prices and Units." Please refer to Schedule A, "Prices of Units and Related Information" for further details.

The Units are being sold "As Is" in the condition in which they exist on the Filing Date of this Plan, subject to ordinary wear and tear and further subject to Sponsor's obligation to maintain the Building until the first Closing and to make repairs, improvements or decorations as may otherwise be set forth in this Plan.

Except as otherwise agreed by the parties, the Units will be delivered to Purchasers with a finish coat of paint. Each Purchaser will be obligated to do all other painting and decorating of the Unit at such Unit Owner's own cost and expense. Any special work which a Purchaser desires for a Unit prior to Closing shall only be performed following Sponsor's prior written consent thereto and Sponsor's designation or approval of all contractors and suppliers in connection therewith, which consent and approval shall be within the sole discretion of Sponsor.

The specifications for the appliances and other equipment to be included in the Units, are set forth in the "Description of Property and Building Condition." These fixtures, appliances and equipment are subject to change by Sponsor. Unless substitute appliances are specified in Part II, the sponsor must obtain consent of purchaser in contract before substituting appliances. Sponsor may negotiate to make modifications or changes in any Unit or to do special work therein or to provide different or additional appliances, equipment, furnishings or decorations, provided that Sponsor shall not be bound to do so unless agreed to by Sponsor in a written instrument which is incorporated as an addendum to the Purchase Agreement.

Sponsor and its designee reserve the right, without prior notice or amendment to the Plan, to use Common Elements and Unsold Units on any floor of the Building as sales and leasing offices and model apartments. In the event Sponsor or its designee, thereafter, elects to sell such Unsold Units, Sponsor or its designee may require the Purchaser thereof to purchase all or any of the furniture, furnishings, equipment or decorations therein and pay, in addition to the purchase price for such Unsold Unit, such amounts as Sponsor determines.

A Unit Owner may only use such Unit Owner's Unit for a purpose consistent with the local zoning ordinance, as amended from time to time, any other applicable ordinance or statute, and any regulation of a governmental authority with jurisdiction over the Condominium, including, but not limited to, local building codes and the Multiple Dwelling Law, as such statutes, ordinances and regulations may be amended from time to time, but in no event may a Unit Owner use such Unit Owner's Unit for a use violative of the By-Laws.

Common Elements

Generally the Common Elements include, among other things, the following: (a) the Land; (b) all foundations, footings, columns, girders, concrete floor slabs, roofs and ceilings (except to the extent included Limited Common Elements, mechanical rooms or part of any Unit), beams, support, and interior load bearing walls, (c) corridors and all fire staircases, landings and stairs, which are not Limited Common Elements or part of any Unit; (d) meter rooms, electrical rooms, gas meter room, pump room, domestic hot water room, and janitorial toilet and sink; (e) general illumination fixtures and security systems; (f) all passages, hallways, stairs, corridors, mechanical and other rooms, areas and spaces located in the Building which are not Limited Common Elements, or part of any Unit; (g) the exterior facade of the Building from the cellar level to the roof and the apparatus, installations, systems, equipment and facilities in the Building (including shafts, pipes, wires, ducts, vents, cables, conduits and lines) which serve or benefit or are necessary or convenient for the existence, maintenance or safety of the Units and which are not owned by another entity such as the supplier, servicer or installer of the

system; (h) the passenger elevator (including their shafts, pits, machinery and appurtenant facilities); (i) the lobby, and entrance; (j) the refuse chutes terminating in the cellar; (k) bicycle room; (l) all mechanical space and other rooms, area and spaces located in the Building which are not Limited Common Elements, or part of any Unit, mail room or package closet; (m) all other apparatus, installations, systems, equipment and facilities in the Building (including, pipes, wires, ducts, vents, cables, conduits and lines) which serve or benefit exclusively the Units or the Unit Owners and which are not owned by another entity such as the supplier, servicer or installer of the systems; and (o) all other apparatus, installations, systems, equipment and facilities in the Building (including, pipes, wires, ducts, vents, cables, Conduits and lines) which serve or benefit exclusively the Units or the Unit Owners and which are not owned by another entity such as the supplier, servicer or installer of the systems. A detailed description of the Common Elements is contained in the Declaration.

Limited Common Elements

The Limited Common Elements include those portions of the Building available for the exclusive use of some but not all Residential Unit Owners. At the time of the Filing Date, the Limited Common Elements consist of the following as more particularly described on Schedule A:

1. Exclusive private yard allocated to the Maisonette Unit. The exclusive private yard will constitute Limited Common Elements for the exclusive use of the Owner of the Maisonette Unit.

2. Exclusive terrace allocated to the Maisonette Unit. The exclusive terrace will constitute Limited Common Elements for the exclusive use of the Owner of the Maisonette Unit.

3. Exclusive use of south terrace and north terrace on the six floor penthouse. The exclusive terraces will constitute Limited Common Elements for the exclusive use of the Owner of the Penthouse Unit.

4. Exclusive balconies allocated to Units 2, 3, 4 and 6 will constitute Limited Common Elements for the exclusive use of the Owners of such Units.

5. Storage bins located in the cellar are Limited Common Elements for each of the two bedroom Units and the duplex penthouse Unit. Each such Unit will be assigned a storage bin and same shall be for the exclusive use of the Owners of such Units.

Each Terrace is a Limited Common Element. The Unit Owner having a Terrace shall have the exclusive use of the Terrace appurtenant thereto, subject to the right of the Condominium Board to regulate its use in accordance with the By-Laws and the Rules and Regulations; and such Residential Unit Owner shall be responsible for all normal maintenance, repairs and replacements to such Terrace. However, the costs and expenses of any structural or extraordinary repairs or replacements to any Terrace (unless caused by a Unit Owner) shall be charged to all Residential Unit Owners as a Common Expense.

The Condominium Board shall have the right to require a Residential Unit Owner to remove plantings, roof surfaces and other installations which have been placed on the Terraces if the Condominium Board determines, in its sole discretion, that such planting or other installations may adversely affect the integrity of the roof or other portion of the Building or is otherwise unsafe even if previously approved by the Condominium Board. In addition, the Condominium Board shall have the right, in connection with any repair or maintenance work in the Building, to erect scaffolding temporarily on any Terrace. In no event shall any Residential Unit Owner of a Residential Unit having a Terrace be permitted to enclose or erect any structure on such Terrace. The Condominium Board may establish such other rules and regulations is deems necessary to protect the Common Elements and the Residential Units and to ensure the integrity of the Building and the health and safety of the occupants.

Services and Facilities

Generally, all services normally associated with the operation and maintenance of a Condominium will be provided to Unit Owners at no cost other than Common Charges.

The Building will contain the following services and facilities:

1. Elevator Service:

The building will have one hydraulic passenger elevator, with a 2500 pound capacity. The elevator will be in service as necessary, twenty-four (24) hours a day, seven (7) days a week. The elevator operates from the cellar to the roof level.

2. Cable Television Service:

The Building will be prewired for cable television service. A cable television system will be available for the use of the Unit Owners which will offer a variety of stations. The charges for primary connections and subsequent monthly fees related to the service will be determined by, and payable directly to the cable television provider servicing the Building. Additional cable service ("premium" channels) will also be available from the cable television provider for an additional charge on the same basis.

3. Telecom Services:

Wiring will be installed in each Residential Unit to obtain telephone and cable services at Owner's own expense.

4. Mailboxes:

The mailboxes for the Units will be located in the lobby of the Building. A U.S. Postal Service employee will deliver incoming mail.

5. Fire Protection and Security:

Smoke detectors will be provided in each Residential Unit in accordance with applicable code.

6. Intercom and Door Monitoring System:

Each Unit is equipped with intercom system connected to the intercom directory at entry to the building. System enables two-way communication between apartment and intercom directory and remote control of main building door.

7. Laundry Room:

There is no separate laundry room. Each residential Unit will have a laundry room complete plumbing for water and waste connections and outlets.

8. Washer and Dryers:

Each Unit will be furnished with a frontloading washer and a ventled gas dryer.

9. Bicycle Room:

A bicycle area is located in the cellar and available for use of one bicycle allocated to each Unit Owner.

10. Carbon Monoxide Detector:

Carbon Monoxide detectors are provided in each Unit in compliance with applicable codes.

11. Part-Time Superintendent/Janitor:

The Condominium will employ a part time non-resident non-union superintendant/janitor, who will work approximately ten (10) hours per week.

LOCATION AND AREA INFORMATION

Location

The Property is located in the Hell's Kitchen neighborhood in Manhattan, between 8th and 9th Avenue. This classic New York City neighborhood is near it all – theaters on Broadway, green lawns in Central Park, and revered mom-and-pop culinary mainstays.

Hell's Kitchen is within Midtown bordered by Times Square/Theatre District, Chelsea and Upper West Side.

It is highly developed residential area, served by a rich and diverse assortment of shopping, recreational, medical, religious and educational facilities.

At this time, there are no development projects that have been publicly announced that will be adjacent to or directly across the street from the property.

Transportation

The area is easily accessible by private transportation and New York City buses M 11, M 20 and M 104. Access is easily found for New York City subway A, C and E lines.

Parks, Recreation and Cultural Activities

Hell's Kitchen is within Midtown bordered by Times Square/Theatre District, Chelsea and Upper West Side.

It is highly developed residential area, served by a rich and diverse assortment of shopping, recreational, medical, religious and educational facilities.

Educational Facilities

Students living in the Condominium may be eligible to attend PS 111 Adolph S. Ochs, located at 440 West 53rd Street, New York, NY 10019, Beacon High School, located at 227-243 West 61st Street, New York, NY 10023, Business of Sports School, located at 439 West 49th Street, New York, NY 10019, The Facing History School, located at 525 West 50th Street, New York, NY 10019, High School for Environmental Studies, located at 444 West 56th Street, New York, NY 10019, High School of Graphic Communication, located at 439 West 49th Street, New York, NY 10019, High School of Hospitality Management, located at 525 West 50th Street, New York, NY 10019, Independence High School, located at 850 10th Avenue, New York, NY 10019, Jacqueline Kennedy Onassis High School, located at 120 West 46th Street, New York, NY 10036, Manhattan Bridges High School, located at 525 West 50th Street, New York, NY 10019 and The Professional Performing Arts School located at 328 West 48th Street, New York, NY 10036. All schools are within a mile of the Condominium.

Medical Facilities

St. Vincent's Midtown Hospital, located at 415 West 51st Street, New York, NY 10019, serves medical needs of the neighborhood. They all are situated within a mile of the Condominium.

Religious Facilities

Residents living in the Condominium may participate and attend religious places of worship such as St. Clement's Episcopal Church located at 423 West 46th Street, New York, NY, 10036, Times Square Church located at 237 West 51st Street, New York, NY, 10019, The West Side Jewish Center located at 347 West 34th Street New York, NY, 10001.

Municipal Services

The City of New York provides water, sanitation, snow removal and road maintenance.

The New York Police Department's 18th Precinct, located at 306 West 54th Street, New York, NY 10019, patrols the community. The New York Fire Department's Rescue Co. 1, located at 530 West 43rd Street, New York, NY 10036 and Engine 54 Ladder 4 Battalion 9, located at 782 8th Avenue, New York, 10036, provide an emergency response in case of fire.

Mailing Address and Neighborhood

The mailing address for the Condominium is 318 West 47th Street, New York, New York 11222.

Zoning

The Property is located in R8/CL Special Clinton Zoning District, Use Groups 1, 2, 3, 4, 5 to 9, and 14. There is no landmark designation of the Property.

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 chance in the foregoing will not adversely impact upon the value of the Units. Sponsor makes no representations that the character of the neighborhood, the businesses and other institutions which operate there or the qualitative nature of the surroundings will not change.

OFFERING PRICES AND RELATED INFORMATION SCHEDULE A

SCHEDULE A

318 West 47 Condominium
318 West 47th Street

First Year January 1, 2017 through December 31, 2017

UNIT NUMBER	BR	BATHS	APPROX FLOOR AREA	OUTDOOR AREA		STORAGE AREA	PURCHASE PRICE	CONDOMINIUM COMMON INTEREST (%)	PROJECTED MONTHLY COMMON CHARGES	PROJECTED ANNUAL COMMON CHARGES	PROJECTED MONTHLY REAL ESTATE TAXES	PROJECTED ANNUAL REAL ESTATE TAXES	TOTAL MONTHLY PROJECTED CARRYING CHARGES	TOTAL ANNUAL PROJECTED CARRYING CHARGES
1 Maisonette Unit[1]	3	3.5	3,585.95	598.77 412.26	RY RT	-	$ 5,995,000	32.688%	$ 3,556.41	$ 42,676.90	$ 1,082.75	$ 12,993.05	$ 4,639.16	$ 55,669.94
2 Two Bedroom Unit – 3rd Floor	2	2.0	1,313.12	94.10	B	26.17	$ 2,495,000	13.086%	$ 1,423.74	$ 17,084.86	$ 433.46	$ 5,201.51	$ 1,857.20	$ 22,286.37
3 Two Bedroom Unit – 4th Floor	2	2.0	1,313.12	94.10	B	24.34	$ 2,550,000	13.359%	$ 1,453.44	$ 17,441.28	$ 442.50	$ 5,310.02	$ 1,895.94	$ 22,751.31
4 Two Bedroom Unit – 5th Floor	2	2.0	1,313.12	94.10	B	26.32	$ 2,595,000	13.631%	$ 1,483.03	$ 17,796.40	$ 451.51	$ 5,418.14	$ 1,934.55	$ 23,214.54
5 Duplex Penthouse Unit	3	2.5	1,840.80	94.10 779.50	B RT	27.14	$ 4,995,000	27.236%	$ 2,963.24	$ 35,558.86	$ 902.16	$ 10,825.95	$ 3,865.40	$ 46,384.81
TOTALS			9,366.11	2,166.93		103.97	$ 18,630,000	100.000%	$ 10,879.86	$ 130,558.30	$ 3,312.39	$ 39,748.67	$ 14,192.25	$ 170,306.97

OUTDOOR KEY
RY Rear Yard
RT Roof Terrace
B Balcony

Spaces in the Outdoor Area and the Storage Area column may not be legally used as bedroom or living room and that to do may result in a building code violation being issued for the Building.

NOTES TO SCHEDULE A

(1) Prospective Purchasers should refer to the Floor Plans included in Part II of the Plan for an approximation of the dimensions and typical layouts of Units within reasonable tolerances. Each Unit should be inspected to determine its actual dimensions, layout and physical condition prior to Closing.

(2) The square foot area and dimensions of the Units listed in Schedule A or in the Declaration are approximate and may vary within reasonable tolerances and were obtained by using the method customarily used in New York City to measure condominium apartments. Estimated dimensions and floor area will exceed the Unit's useable floor area within reasonable tolerances. Any Common Elements located within a Unit shall not be considered a part of such Unit. In addition the square foot areas allocated to balconies and terraces are deemed Limited Common Elements and are not included in a Unit's square foot calculation.

The approximate physical dimensions of each Residential Unit consists of the area measured horizontally from the outside face of the exterior walls of the Building defining the Residential Unit to (a) the outside face of the exterior walls of the Building, or (b) the centerline of the partitions of the interior walls separating one Residential Unit from another Residential Unit or (c) corridor side of partitions separating the Residential Unit from the corridor or other spaces within reasonable tolerances. Each Residential Unit will consist of the volume measured vertically from the upper face of the flooring material on the lowest level of the Residential Unit to and including the ceiling material on the highest level of the Residential Unit. Any common element located within a Residential Unit will not be considered a part of such Residential Unit to the center line of demising walls between units; to the centerline of non-structural common walls; to the inside face of common structural walls or elements; and to the outside face of exterior walls.

The actual dimensions, configuration and fenestration (collectively, "unit layout") of a Unit may vary from its Floor Plan due to: (a) changes required by the Buildings Department or other government authorities having jurisdiction; (b) site or other construction conditions; (c) normal construction allowances and variances; and (d) varied masonry bearing wall thicknesses. Square footage as calculated in Schedule A and on the Unit Floor Plans in Part II is significantly greater than usable square footage. No such variation will affect a Purchaser's obligation under a Purchase Agreement or the Plan unless the gross square footage area of the Unit is materially diminished. There is a rebuttable presumption that a decrease in the floor area of a unit of five (5%) percent or less is not material.

(3) The residential cellar space appurtenant to a Unit may not be legally used for sleeping or dining space and to do so may result in a Building code violation being issued for the Building. Cellar space has less light and air than ordinary living space and it is more susceptible to dampness.

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

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

(b) The percentage interest of each Unit in the Common Elements is based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit in accordance with the provisions of subsection 339-i(l)(iv) of the Condominium Act.

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

As discussed in the Section of the Plan entitled "**Description of Property and Improvements**" subsection "Services and Facilities", the full range of services and facilities described in the Plan may not be provided until a later date.

(7) It is estimated that the aggregate real estate taxes attributable to all Unit Owners during the first year of Condominium ownership is based upon an estimate that the aggregate real estate taxes for the Units for such first year will be approximately $134,355.00 based on an opinion prepared by Goldberg Weprin Finkel Goldstein LLP ("Goldberg Letter")

dated February 17, 2016, which assumes the following;

Based on the Goldberg Letter, the assessed value of the building upon transfer to the Condominium will be $344,350.00. This is based as follows:

Period of January 1, 2017 to June 30, 2017:

Estimated $140 per square foot cost of renovation multiplied by square footage of 6,260 for Full Market Value of Conversion of Building	$	876,400
Estimated $250 per square foot cost for Three story vertical addition of 3,669 square feet	$	917,250
Estimated $200 per square foot fair market value for the land multiplied by lot size of 2,510 = Full Market Value of Land	$	502,000
Fair Market Value of Building Component & Land Component	$	2,295,650
Estimated Assessed Value of Building Component & Land Component @ 45% of Market Value	$	267,168
Estimated Real Estate Taxes rounded	**$**	**34,731**

Period of Jan through December 31, 2017

Estimated $140 per square foot cost of renovation multiplied by square footage of 6,260 for Full Market Value of Conversion of Building	$	876,400
Estimated $250 per square foot cost for Three story vertical addition of 3,669 square feet	$	917,250
Estimated $200 per square foot fair market value for the land multiplied by lot size of 2,510 = Full Market Value of Land	$	502,000
Fair Market Value of Building Component & Land Component	$	2,295,650
Estimated Assessed Value of Building Component & Land Component @ 45% of Market Value	$	1,344,350.00
Estimated Real Estate Taxes rounded	**$**	**44,765.00**

Therefore, the estimate for real estate taxes for the first year of condominium operations, January 1, 2017 to December 31, 2017 is $39,748.00

SPONSOR MAKES NO REPRESENTATION THAT THE ASSESSED VALUE OF THE PROPERTY, THE ESTIMATED ALLOCATIONS OR THE TAX RATE WILL NOT BE CHANGED.

Sponsor will adjust taxes with Unit Owners based upon the actual taxes assessed by the City of New York.

The real estate tax estimates for each Unit were calculated on the assumption that the real estate taxes for the residential portion of the Building payable with respect to each Unit for the first year of Condominium operation will be allocated in proportion to each Unit's Common Interests as set forth on Schedule A. Upon determination of individual tax lots and individual Unit assessments, the New York City tax authorities may allocate taxes between the Units in proportion to each Unit's purchase price rather than its Common Interest, and, if so, Units having the same or similar percentage interest may pay different real estate taxes and taxes may differ from those set forth on Schedule A. After the Condominium is divided into individual tax lots and separately assessed, each Unit will be taxed as a separate tax lot for real estate tax purposes and the Unit Owner will not be responsible for the payment of nor will the Unit be subject to, any lien arising from the non-payment of taxes on other Units. Until the Units are separately assessed, the Board of Managers will pay all real estate taxes with respect to the property and will allocate the cost thereof among all Unit Owners in proportion to each Unit's Common Interest. See the Section of the Plan entitled "**Real Estate Taxes**" for further discussion.

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

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

BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATIONS, SCHEDULE B

318 West 47th Street

SCHEDULE B
PROJECTED BUDGET

318 WEST 47 CONDOMINIUM
ESTIMATED SCHEDULE OF RECEIPTS AND EXPENSES
FOR FIRST FULL YEAR OF OPERATION (SEE NOTE 1)
BEGINNING JANUARY 1, 2017

RECEIPTS	
COMMON CHARGES	$ 130,558.31
EXPENSES	
LABOR AND BENEFITS (Note 2)	$ 20,068.68
ELECTRICITY (Note 3)	$ 14,631.58
HEAT AND HOT WATER (Gas) (Note 4)	$ 24,299.21
COOKING GAS (Note 5)	$ 693.65
WATER & SEWER (Note 6)	$ 5,665.19
REPAIRS & MAINTENANCE (Note 7)	$ 15,200.00
SERVICE CONTRACTS (Note 8)	$ 21,450.00
INSURANCE (Note 9)	$ 10,550.00
MANAGEMENT FEE (Note 10)	$ 9,000.00
LEGAL & AUDIT (Note 11)	$ 5,000.00
OTHER (Note 12)	$ 1,500.00
RESERVE FOR CONTINGENCIES (Note 13)	$ 2,500.00
TOTAL OPERATING EXPENSES	$ 130,558.31

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

(1) Amounts are projected on the assumption that the First Year of Condominium Operation will be the year from January 1, 2017 through December 31, 2017. The actual First Year of Condominium Operation may be earlier or later than that year. 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 15 days after the presentation date of the amendment containing such revised budget, and any Purchasers electing rescission pursuant to such offer will have their Deposit returned within a reasonable period of time. Sponsor must return any deposit or down payment to purchasers who rescind within a reasonable period of time. The sponsor may not declare the Plan effective where there are any material changes to the budget if these changes have not been disclosed by a duly filed amendment to the offering plan.

(2) Labor and Benefits: (Budget $20,068.68)

This estimate includes one part-time non-resident non-union superintendent/janitor. The super/janitor would work approximately five days a week and four hours per visit and provide basic cleaning of the common areas and removal of the garbage to the curb. The wages and benefits projected meet New York State minimum wage laws.

Wages:

Base Annual Salary	$250 per week x 52 weeks x 1.05 to allow for OT, sick, holidays, and vacation pay	
Total Gross Pay	$13,650.00	
Payroll Taxes		
Federal Unemployment		$ 420.00
State Disability		$ 31.20
Unemployment Insurance		$ 772.50
FICA		$ 1,044.23
Total		$ 2,267.93
Health		$ 2,400.00
Worker's Comp		$ 750.00
Estimated Bonus		$ 1,000.00
Total		$ 4,150.00

The above wages and benefits comply with New York State Labor Laws.

(3) Electricity: (Budget $14,631.58)

The Building will be responsible for the cost of electricity used in the common areas, i.e. lobby, stairways, cellar, elevator, equipment and pumps, indoor and outdoor common area lighting and common area air conditioning and heating. The projected cost of electricity has been based on the estimates of a similarly situated property, and is based upon an estimate letter as of November 9, 2015 prepared by Sideris Kefalas Engineers P.C. located at 217-22 Northern Boulevard, Bayside, New York 11361. An additional 5% was added to this estimate to account for cost inflation.

The following costs are based upon Service Classification No. 9 (Large Non-Residential).

Average Month

		KW/Hrs	Demand KW
Stair Lighting:	0.8 kw x 0.7 pf x 24hrs/day x 30 days =	403	0.8
Lobby Ltg:	0.3 kw x 0.7 pf x 24hrs/day x 30 days =	151	0.3
Exterior Lighting:	0.1 kw x 0.7 pf x 8hrs/day x 30 days =	168	0.1
Cellar Lighting:	0.8 kw x 0.7 pf x 8hrs/day x 30 days =	134	0.8
Various/Pumps:	13.3 x 0.8 pf x 1100hrs/season/7 months =	1672	13.3
Roof Fans:	10.8 kw x 0.8 pf x 18hrs/day x 30 days =	4667	10.8
Elevator (15 hp):	21.4 kw x 0.8 pf x 1 hrs/day x 30 days =	514	21.4
Energy Consumption of Average Month:		7,028	46.6

Energy Charge: 4,664 kw/hrs x $0.07693 = 358.80
Demand Charge: First 5 kw = 86.10
Demand Charge: Next 41.6 kw x $17.22 = 716.35
Cost of Average Month: $1161.25 plus applicable sales tax

Estimated Annual Cost = $1161.25 x 12 months/year = $13,935 for Common Areas.
Times 1.05 = $14,631.58

All Units in the building will be individually metered for electricity and all Unit Owners will be responsible for payment directly to the utility company for the cost of the electricity consumed by them in their units for cooling, lighting and all other use of electricity in their units or any Residential Limited Common Element appurtenant thereto. The cost reflected herein pertains solely to the cost of electricity for the common areas of the building.

It is not possible to predict how closely the budgeted figure or the estimated electric energy cost for the Building will reflect the actual expenses for electricity to be incurred during the first year of condominium operation, in part because such expenses will vary with the level of consumption and the cost of electricity. Electricity is generated by the utility company by means of fuel oil as the primary energy source. The cost of fuel oil to generate electricity is unpredictable and likely to increase in the future. Consequently, it is likely that electric rates will

increase, although it is not possible to forecast the amount or timing of such increase. It is believed that the projected figure should be sufficient to cover any reasonable increase in the cost of electricity resulting from the foregoing during the first year of condominium operation.

(4) Heat and Hot Water (Gas) (Budget - $24,299.21)

Each unit will have its own roof top air cooled heating and cooling condensing unit servicing the individual fan coils within the unit. The cost to operate and maintain each unit will be the responsibility of the unit owner as part of their electricity cost. The residential units shall primarily be heated by the panel baseboard radiator units mounted on the exterior walls and be sized to meet the heating loads specified by the mechanical engineer. Each apartment will have a thermostat to control the heat. (Supplemental unit heat may also be provided by the electric fan coil units in each apartment) The gas required for the creation of the hot water supplying the panel radiators in the units will be included in the Condominium Common Charges. Electric wall heaters will heat the common exit stairway.

The projected cost of gas has been based on the estimates of a similarly situated property, and is based upon an estimate letter as of November 9, 2015 prepared by Sideris Kefalas Engineers P.C. located at 217-22 Northern Boulevard, Bayside, New York 11361. An additional 5% was added to this estimate to account for cost inflation.

Heating and Domestic Hot Water (Common Use)

Heating Costs (Common Boiler)
Estimated Heat Loss: 580,000 btu/hr
Estimated Annual Gas Consumption for heating: 11,659 therms

Domestic Hot Water: 54 gallons per day per person (based upon NYSERDA national guidelines for average hot water use in multi-family buildings)
Estimated Annual Gas Consumption for domestic hot water: 1,954 therms

Total Gas Consumption= 11,659 + 1,954 = 13,613 therms.
Annual Cost: 13,613 therms x $1.70/therm = $23,142.10 plus applicable tax
Times 1.05 = $24,299.21

(5) Cooking Gas and Laundry (Budget - $693.65)

The projected cost of gas has been based on the estimates of a similarly situated property, and is based upon an estimate letter as of November 9, 2015 prepared by Sideris Kefalas Engineers P.C. located at 217-22 Northern Boulevard, Bayside, New York 11361. An additional 5% was added to this estimate to account for cost inflation.

Gas for Cooking and Clothes Dryers (common use)

Cooking: 12 cu ft per day per apartment
(average obtained from utility company average consumption information)
Annual Gas Consumption: 219 therms

Clothes Dryers: 15 cu ft per day per apartment
(estimated based upon 1 load per apartment per day; 20,000 btu/hr appliance)
Annual Gas Consumption: 274 therms

Total Annual Consumption: 219 therms + 274 therms = 493 therms
Annual Cost: 493 therms x $1.34/therm = $660.62 plus applicable tax
Times 1.05 = $693.65

(6) Water Charges and Sewer Rents (Budget - $5,665.19)

The projected use and cost of water and sewer charges has been based on the estimates of a similarly situated property, and are based upon an estimate letter as of November 9, 2015 prepared by Sideris Kefalas Engineers P.C. located at 217-22 Northern Boulevard, Bayside, New York 11361. An additional 5% was added to this estimate to account for cost inflation.

Use of water per person per day: 85 gallons
Based upon NYC DEP Residential water use table (average: 60-148 gals/day per person)
Population Count: Each Master Bedroom = 2 persons
Each additional Bedroom = 1 person
Expected Building population = 14 persons

Annual water use:	85 gals/person/day x 14 persons = 1,190 gallons/day
	1,190 x 365 = 434,350 gallons/year
	434,350 gallons x 0.134 cu ft/gal = 58,203 cu ft
Annual water charges:	$3.58/100 cu ft
	582 x $3.58 = $2,083.56
Annual sewer charges:	$5.69/100 cu ft
	582 x $5.69 = $3,311.58
Total	= $5,395.14
Times 1.05	= $5,665.19

(7) Repairs, Maintenance & Supplies (Budget - $15,200.00)

This figure does not include maintenance and repair expenses within each Unit, which are the obligation of the Unit Owner. The budgeted amount is designed to cover only normal maintenance and repair costs associated only with the Common Elements. This is not intended to cover the cost of any major capital expenditure. If such expenditure is required, each Unit Owner will be obligated to pay his or her pro rata share.

318 West 47th Street	Total Expenses
Supplies	$ 3,000.00
Plumbing	$ 1,500.00
Electrical	$ 1,500.00
Elevators	$ -
Security/Intercom	$ 2,400.00
General Repairs	$ 5,000.00
Miscellaneous	$ 1,800.00
Total	**$ 15,200.00**

In as much as this is a newly constructed building repairs and maintenance should be minimal in the first year of operation. Additionally, the part time janitor will handle normal maintenance and repair of the building and common areas. These costs are based upon the Sponsor's estimate along with the managing agent Hoffman Management.

(8) Service Contracts (Budget - $21,450.00)

This estimate includes the cost of various services used in or for the Common Elements, including but not limited to contract employment, elevator service, extermination, HVAC maintenance and the planned virtual doorman.

SERVICE CONTRACTS	
318 West 47th Street	**Total Expenses**
Elevator	$ 3,900
Exterminating	$ 900
Fire Extinguishers	$ 150
Fire Alarm (Protection)	$ 2,400
Sprinkler	$ 600
HVAC	$ 7,500
Virtual Doorman	$ 6,000
Total	**$ 21,450**

No maintenance or service contracts have been entered into as of the filing date of the plan. This is based upon the Sponsor's estimate along with the managing agent Hoffman Management. 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 is made that the actual cost for these or other services will be in accordance with this projection.

(9) Insurance (Budget - $10,550.00)

In accordance with the insurance quotes for similarly situated properties, and along with a proposal from Levitt-Fuirst Associate, LTD. located at One Executive Boulevard, Yonkers, New York 10701, the following types of coverages and amounts will be in place upon the First Closing:

Property Policy

$4,700,000 Building All Risk "Special" Form Agreed Amount, No Co-insurance, Replacement Cost, subject to a $5,000 deductible
$200,000 Business Income Limit
$10,000 Personal Property Limit
Included Boiler & Machinery

General Liability Policy

$1,000,000 Each Occurrence
$2,000,000 General Aggregate
$1,000,000 Personal & Advertising Injury
$1,000,000 Non-Owned Automobile/Hired Car
$5,000 Medical Payment
$150,000 Employee Benefits Liability - $1,000 Deductible
$1,000,000 Fire Damage Legal Liability

Directors & Officers Liability Policy
$1,000,000 Directors & Officers Liability – Occurrence/Annual Aggregate

Umbrella Liability
$50,000,000 - Per Occurrence/Aggregate

Employee Dishonesty
$200,000 - Per Occurrence

Premiums:
Package: $6,100
Directors & Officers Liability: $1,700
Umbrella Liability: $2,000
Employee Dishonesty: $750
Estimated Annual Insurance Premium Total: $10,550

The package policy includes an agreed amount clause, which eliminates any issue of co-insurance. The policy also contains replacement cost provision (based on total building square footage of 10,200), which represents a replacement cost per square foot of $460. In the event that the Sponsor secures a lender(s) to make loans to Unit Purchasers the insurance coverage set forth in the Plan will satisfy the requirements of any such lender(s).

The fire, casualty and general liability insurance policy will be written on terms that provide (1) that each Unit Owner is an additional insured, (2) that there will be no cancellation without notice to the Board of Managers, (3) for a waiver of subrogation, if possible, (4) for a waiver of invalidity because of acts of the insured, and (5) for a waiver of pro-rata reduction if Unit Owners obtain additional coverage.

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.

PLEASE NOTE: UNIT OWNERS WILL BE RESPONSIBLE FOR PURCHASING INSURANCE NOT CARRIED BY THE BOARD OF MANAGERS WHICH THEY MAY WISH TO CARRY WITH RESPECT TO THEIR RESPECTIVE UNIT, AND ITS CONTENTS. IT IS RECOMMENDED THAT UNIT OWNERS CONSULT INSURANCE BROKERS AS TO THE DESIRABILITY OF OBTAINING SUCH ADDITIONAL INSURANCE TO COVER RISKS SUCH AS FIRE AND CASUALTY FOR LOSSES OF UNIT CONTENTS, REPLACEMENTS, ADDITIONS, UPGRADED FIXTURES AND IMPROVEMENTS AS WELL AS FOR LIABILITY FOR OCCURRENCES WITHIN THE UNIT OR ON LIMITED COMMON ELEMENTS.

(10) Management Contract (Budget - $9,000.00)

The management fee was obtained from the Management Agreement with Hoffman Management. This fee is comparable to the fees charged by managing agents for similar buildings in the area. It does not include the cost of bonding, as well the additional costs to Unit Owners for sales and leasing of Units for which they will be required to pay a separate processing fee to the managing agent. Hoffman Management has no affiliation with the Sponsor.

(11) Legal Fees & Audit Fees (Budget - $5,000.00)

This item includes $1,000.00 for legal fees for ordinary anticipated legal expenses for the Condominium such as the annual Unit Owners meeting, the attendance at Board meetings by the attorney for the Condominium, for review of any contracts or service agreements, for consultation on day to day matters in the normal operation of the Building. It does not include any litigation expenses, administrative hearings or proceedings. The attorney will be determined by the Condominium in the future.

This item includes a $4,000.00 fee for preparing the annual certified financial statements of the Condominium on a compilation basis and for preparing the annual tax returns of the Condominium. The accountant is Czarnowski & Beer LLP, and the estimated cost is based upon their proposal.

(12) Administrative Budget - $1,500.00)

This item includes miscellaneous expenses of the Condominium including franchise taxes, licenses, permits and other fees.

(13) Reserve Fund (Budget - $2,500.00)

Since the Building is newly constructed it is not anticipated that any major capital repairs or replacements will be needed in the first five years of operation of the Building. However, should the need arise for any repairs or replacements to the major capital systems of the Building, this fund would not be adequate at its present level to cover the cost of any major capital repairs or replacements. In such event the Board of Managers would have to assess the Unit Owners to pay for the deficiency between such costs and the amount in the fund.

Budget Amounts

The Budget in the Plan is based upon the assumption that the first year of condominium operation will be the year from January 1, 2017 through December 31, 2017 when the Sponsor reasonably expects the condominium operations will begin. If the actual or anticipated date of Condominium operations is to be delayed more than six (6) months from the budget year projected in the Plan, the Plan shall be amended to include a revised budget disclosing current projections.

IF SUCH AMENDED PROJECTIONS EXCEED THE ORIGINAL PROJECTIONS BY TWENTY-FIVE PERCENT (25%) OR MORE, THE SPONSOR SHALL OFFER ALL PURCHASERS THE RIGHT TO RESCIND THEIR PURCHASE AGREEMENTS WITHIN FIFTEEN (15) DAYS FROM THE DATE OF PRESENTATION OF THE AMENDMENT DISCLOSING THE REVISED BUDGET AND OFFERING THE SAID RIGHT OF RESCISSION, WHETHER OR NOT THE SPONSOR HAS GUARANTEED THE PREVIOUS BUDGET PROJECTION. THE SPONSOR SHALL RETURN ANY DOWN PAYMENT TO PURCHASERS WHO ELECT TO RESCIND WITHIN A REASONABLE PERIOD OF TIME . SPONSOR MAY NOT DECLARE THE PLAN EFFECTIVE WHERE ARE ANY MATERIAL CHANGES TO THE BUDGET THAT HAVE NOT BEEN DISCLOSED BY A DULY FILED AMENDMENT TO THE PLAN.

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BUDGET FOR INDIVIDUAL ENERGY COSTS, SCHEDULE B-1

Projected Condominium Operations: January 1, 2017 through December 31, 2017

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BUDGET FOR INDIVIDUAL ENERGY COSTS, SCHEDULE B-1

Projected Condominium Operations: January 1, 2017 through December 31, 2017

Unit No.	Floor No.	Type of Unit	People Count	Area (sf)	Kitchen App.	Home Elect.	Laundry	Lighting	A/C[5]	Heating[5]	Total KwH/Yr	Cost per KhW	NYS Tax	Total Cost per Apt.
1	Maisonette Unit	Triplex Apt: (3) BR, (3.5) BA	4	3,586	2,596	1,106	265	1,243	10,311	15,045	30,566	$ 0.225	8.875%	$ 7,488
2	Two Bedroom Unit – 3rd Floor	Typical Apt: (2) BR, (2) BA	3	1,313	2,596	936	265	1,081	4,274	6,730	15,882	$ 0.225	8.875%	$ 3,891
3	Two Bedroom Unit – 4th Floor	Typical Apt: (2) BR, (2) BA	3	1,313	2,596	936	265	1,081	4,274	6,730	15,882	$ 0.225	8.875%	$ 3,891
4	Two Bedroom Unit – 5th Floor	Typical Apt: (2) BR, (2) BA	3	1,313	2,596	936	265	1,081	4,274	6,730	15,882	$ 0.225	8.875%	$ 3,891
5	Duplex Penthouse Unit	Duplex Apt: (3) BR, (2.5) BA	4	1,841	2,596	1,106	265	1,243	8,103	11,340	24,653	$ 0.225	8.875%	$ 6,039

Kitchen Appliances	**kwh/year**
Refrigerator [1]	452
Wine Refrigerator [1]	219
Dishwasher [1]	624
Microwave [2]	209
Range/Wall Oven [3]	976
Coffee Maker [3]	116
	2596
Lighting [4]	
Studio	705
One Bedroom	940
Two Bedroom	1081
Three Bedroom	1243

Laundry	**kwh/year**
Washer [2]	165
Dryer [3]	100
	265
Home Electronics	
Television [3]	144
Cordless Phone [3]	26
(x number of rooms)	170
PC/Printer [3]	400
Stereo [3]	76
Cable Box [3]	120
	596

1 Source: Actual equipment cut sheets provided by project Architect.
2 Source: U.S. Government 2004 tests in accordance with the Federal Trade Commission's Appliance Labeling Rule (16 C.F.R. Part 305)
3 Estimated
4 Source: See # 3; The average consumption has been adjusted to 15% lower for a studio, and 15% higher for two or three bedrooms accordingly.
5 Source: LG Energy Estimation Program (LEEP) Version 03.01.002 2014

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COMPLIANCE WITH REAL PROPERTY LAW SECTION 339(i)

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445 PARK AVENUE 12TH FLOOR NEW YORK NY 10022
HALSTEAD PROPERTY DEVELOPMENT MARKETING

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

November 19, 2015

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

Re: **318 West 47th Street Condominium**
318 West 47th
New York, New York ("Property")

Dear Sir/Madam:

318 West 47th Street, LLC ("Sponsor") of the Condominium Offering Plan ("Offering Plan") for the Property has requested Halstead Property Development Marketing, LLC ("Firm") prepare and 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 undersigned is a New York State Licensed Real Estate Broker and have been engaged in the sale of commercial and residential properties in New York, including condominiums, for more than twenty (25) years.

The Firm has determined the Common Interest of each Unit is 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) of that section 339i.I.

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 real estate brokerage services rendered in connection with the sale of the proposed condominium units.

445 PARK AVENUE 12TH FLOOR NEW YORK NY 10022
HALSTEAD PROPERTY DEVELOPMENT MARKETING

We consent to the incorporation of this opinion letter in the Plan and to references to our name in the Plan in connection with this opinion.

Very truly yours,

Halstead Property Development Marketing, LLC
Licensed Real Estate Broker

By: _____
Stephen G. Kliegerman
President

Sworn to before me this
19th day of November, 2015

_____
Notary Public

Kindal Leigh Ingham
Notary Public State of New York
Kings County
Lic #01IN6240019
COMM. EXP. 08/08/2015

CHANGES IN PRICES AND UNITS

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

Sponsor reserves the right to negotiate with each Purchaser, the following terms and conditions of the Purchase Agreement: purchase price; the amount of the Deposit; financing and other contingencies; the availability of financing; the payment of Purchaser's financing fees and other closing costs; the availability of Common Charge rebates, purchase price rebates and subsidies payable as a credit against the purchase price or on a periodic basis; extensions of time periods within which to perform obligations under the Purchase Agreement; the availability of Use and Occupancy Agreements and the amount of interim rent thereunder; and the application of interim rent towards the purchase price.

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

In order to meet the possible varying demand for number and type of units, or to meet particular requirements of prospective purchasers, or for any other reason, Sponsor reserves the right (except to the extent prohibited by law) at any time and from time to time, before and after the recording of the Declaration, without giving prior notice and without the consent of the Condominium Board, any Unit Owner or mortgagee, to (a) change the layout of, or number of rooms in, any Unsold Unit, (b) change the size and/or number of Unsold Units by dividing one or more such Units into two or more separate Unsold Units or, as the case may be, combining separate Unsold Units (including those resulting from such subdivision or otherwise) into one or more Unsold Units, or, as the case may be, altering any boundary walls between one or more Unsold Units, or otherwise, including incorporating Common Elements (such as a portion of a hallway) which exclusively benefit an Unsold Unit, and (c) if appropriate, reapportion among the Unsold Units affected by any such change, their aggregate Common Interests. In the event of any change pursuant to either (b) or (c) above, such change shall be disclosed in a duly filed amendment to the Plan. No such change, including any change in the Common Interest or in the

amount or quality of Common Elements directly affecting or servicing a Unit, will be made with respect to any Unsold Unit for which a Purchase Agreement is then in effect and the Purchaser thereunder is not in default unless (i) the Purchaser consents to such change or (ii) such change is not a material change in the size, dimension, floor space or layout of such Unsold Unit. Unless all purchasers consent, no material change will be made in the size and no material adverse change will be made in the quality of common elements.

Once the Declaration is recorded, no change may be made in the number of Units or number of rooms within a Unit, nor may the size of any Unit be changed by subdivision or combination or alteration of boundary walls as aforesaid or otherwise, nor may the Common Interest of any Unit be changed, unless, in each such event, the Declaration and Floor Plans and the Plan are amended with the consent of each Unit Owner whose Unit is directly affected by such change. Sponsor will have the right to amend or to cause the Condominium Board to amend the Declaration to reflect any such change and to file such amendment and any necessary plans and specifications in connection therewith.

It should be noted that as long as the layout and dimensions of a Unit conform to the Floor Plans, a Purchaser will not be excused from purchasing his or her Unit and will not have any claim against Sponsor as a result of any insubstantial or immaterial change. Notwithstanding the foregoing, no material change will be made to the size and no material adverse change will be made to the quality of the common elements unless all Purchasers consent to same.

INTERIM LEASES

Sponsor reserves the right, prior to the date of closing title thereof, to rent or lease any Unit that is vacant for such rent and term and on such other conditions as may be agreed to between Sponsor and any Purchaser who has paid the Deposit required by the Purchase Agreement, provided that no occupancy may commence until a temporary Certificate of Occupancy has been obtained for such Unit. Such occupancy is not subject to any rental protection laws. A Purchaser taking possession prior to closing assumes the risk of losses not covered by insurance. Any such lease or use and occupancy agreement will be negotiated between the Sponsor and will provide, however, among other things, that an uncured default by the Purchaser under the Purchaser Agreement with respect to the Unit which is the subject of the lease will constitute a default under the lease or use and occupancy agreement entitling Sponsor, at its option, to terminate such lease in accordance with applicable law, in which such Purchaser would have five (5) business days to vacate the unit. In addition, each Purchase Agreement may provide that an uncured default by the Purchaser under any lease or use and occupancy agreement with respect to the Unit which is the subject of the Purchase Agreement will constitute a default under the Purchase Agreement, however the Sponsor must either obtain an order of eviction or other judgment from a court or agency of competent jurisdiction against the Purchaser unless the Purchaser has vacated the unit, entitling Sponsor, at its option, to terminate such Purchase Agreement and to exercise any remedies therein provided. Sponsor must make a written demand for payment after default at least 30 days before forfeiture of the deposit may be declared.

Purchasers or any other persons entering into a lease or use and occupancy agreement for a Unit shall be required to pay the legal fees of Sponsor's counsel in connection therewith upon execution of the lease or use and occupancy agreement. All other charges or other fees due under a lease or use and occupancy agreement shall be adjusted as of the Closing of the Unit. Notwithstanding any of the foregoing, Sponsor shall be under no obligation to enter into any lease or use and occupancy agreement.

In the event that the Sponsor enters into an interim lease with a Purchaser, Sponsor will file an amendment to the Plan and include a copy of such agreement.

PROCEDURE TO PURCHASE

A prospective Purchaser desiring to purchase a Unit will be required to execute a Purchase Agreement in quintuplicate (i.e., five (5) original executed copies), which will be in the form set forth in Part II of the Plan.

Prospective Purchasers shall be afforded not less than three (3) days to review the Plan and all amendments thereto prior to executing a Purchase Agreement. If a Purchaser has not received and read the Plan at least three (3) full business days prior to executing a Purchase Agreement, a Purchaser shall have the right to rescind the Purchase Agreement within seven (7) days from the date of the Purchase Agreement. The Purchase Agreement sets forth in detail the terms of sale with respect to each Unit and should be read carefully by each prospective Purchaser. Prospective Purchasers should be aware that if any conflict exists between the Plan and the Purchase Agreement, the provisions of the Plan shall in all events control.

Each Purchaser will be free to obtain his or her own mortgage financing, but no representation is made as to the availability or terms of any such financing. Prospective Purchasers who require financing are advised to consult with a lending institution before execution of the Purchase Agreement. The Purchaser's obligations under the Purchase Agreements will not be contingent on financing. In the event Purchaser is unable to obtain financing, Purchaser may lose its downpayment if Purchaser is unable to close. Sponsor cannot and does not represent, assure or guarantee that any Purchaser will be able to obtain mortgage financing or the terms of such financing.

Purchase Agreements will not be binding on Sponsor until approved and executed by it, and delivered by Sponsor to the prospective Purchaser. Sponsor will have fifteen (15) days after delivery by Purchaser of an executed Purchase Agreement and the Deposit required thereby, within which to accept or reject such Purchase Agreement. Sponsor reserves the right to request thorough identification and financial information concerning any prospective Purchaser, subject to any limitations and requirements imposed by law.

If a Purchase Agreement is not accepted by Sponsor within the aforesaid fifteen (15) day period, the Purchase Agreement shall be deemed to have been rejected and cancelled and the Deposit shall be returned to Purchaser within fifteen (15) days thereafter. Sponsor hereby

reserves the right at any time and from time to time for any reason whatsoever, without prior notice or prior amendment to the Plan and without the consent of the Condominium Board, to refuse to approve and execute (a) a Purchase Agreement for any Unit, except as prohibited by law, and (b) a Purchase Agreement(s) for more than one Unit to any one person or entity.

The Purchase Agreement shall not contain, and shall in no event be modified to contain, a provision waiving the Purchaser's rights or abrogating Sponsor's obligations under the Plan or under Article 23-A of the General Business Law of the State of New York.

At the time of execution of a Purchase Agreement, a Purchaser is required to make a Deposit in an amount equal to ten percent (10%) of the purchase price. All Deposits must be made payable to the direct order of "MEISTER SEELIG & FEIN LLP, ESCROW AGENT." All checks delivered in payment of the Deposit shall be accepted by Sponsor subject to collection, and if any such check is returned for insufficient funds or any other reason, Sponsor shall have the right, among other things, to deem such Purchase Agreement to be cancelled and of no further force or effect, to hold such Purchaser in default under the Purchase Agreement.

All Deposits made pursuant to a Purchase Agreement are subject to the requirements of Sections 352-e(2)(b) and 352-h of the General Business Law of the State of New York and is set forth in Section 5 of the Purchase Agreement. Pursuant to this law, Sponsor will cause all Deposits received by it directly or by its agents or employees to be promptly deposited and held in accordance with the procedures set forth in the Section entitled "Escrow and Trust Fund Requirements". The balance of the purchase price shall be payable simultaneously with the delivery of the deed to the Unit by an official bank check or an unendorsed certified check drawn on or issued by a New York bank or trust company which is a member of The New York Clearinghouse Association and shall be payable to the direct order of Sponsor, or otherwise if Sponsor should so notify Purchaser. The deed will be substantially in the form set forth in Part II of the Plan. Interest, if any, on Purchaser's Deposit will be credited or paid to Purchaser at Closing.

TIME IS OF THE ESSENCE TO PURCHASER AS TO PURCHASER'S OBLIGATIONS PURSUANT TO THE PURCHASE AGREEMENT, INCLUDING, WITHOUT LIMITATION, FOR THE PAYMENT OF THE BALANCE OF THE PURCHASE PRICE. FUNDS DRAWN ON OUT-OF-STATE OR FOREIGN BANKS WILL NOT BE ACCEPTED IN PAYMENT OF THE PURCHASE PRICE FOR A UNIT.

In the event of any default by Purchaser under his or her Purchase Agreement, and if Purchaser does not cure such default within thirty (30) days after Sponsor gives written notice to the Purchaser of default, Sponsor may, as its sole remedy cancel such Purchase Agreement and retain the Deposit made by Purchaser, together with any interest earned thereon, as liquidated damages, in which event all rights, obligations and liabilities of Sponsor and Purchaser shall wholly cease and terminate.

If a Purchaser fails for any reason to close title to his or her Unit on the originally scheduled Closing Date (a) the closing apportionments described in the Section entitled "Closing Costs and Adjustments" will be made as of midnight of the day preceding the originally

scheduled Closing Date, regardless of when the actual Closing occurs, and (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under the Purchase Agreement and the Plan, an amount equal to 0.03% of the purchase price of his or her Unit for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date.

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

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

From and after the Closing of each Unit, Purchaser will become obligated for the payment of Common Charges in proportion to the Purchaser's Common Interest, real estate taxes and assessments (including water charges and sewer rents, if separately assessed) and all other expenses with respect to his or her Unit, whether or not he or she has taken possession of his or her Unit, and whether or not all work required to be performed by anyone in or to his or her Unit has been completed.

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

Sponsor is obligated to provide only the equipment, fixtures and furnishings set forth in the "Description of Property and Building Condition" set forth in Part II of the Plan. If a person desiring to purchase a Unit requests that Sponsor perform special or additional work on such Unit or provide extra furnishings, including, but not limited to, any deviation from the materials or specifications described in the Description of Property and Building Condition set forth in Part II of the Plan, and Sponsor agrees to perform such work and/or provide such furnishing, then Sponsor may require such person to deposit an amount greater than the Deposit required under the Purchase Agreement. In the event that a Purchaser becomes entitled to recession after the deposit of the escrow funds with Escrow Agent for custom work, Purchasers shall not receive a refund of the funds already expended for special work or extras. However, any such funds not already expended by the Sponsor for special work shall be returned to Purchaser. If Sponsor abandons the Plan, Purchasers will be entitled to a refund of all monies paid to Sponsor, including those paid and expended for special work.

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

Each Purchaser of a Unit shall be given a reasonable opportunity to examine his or her Unit prior to the Closing and is urged to make a careful inspection thereof. At the Closing, each Purchaser shall be required to sign and deliver to Sponsor an Inspection Statement in substantially the form set forth in Part II of the Plan wherein the Purchaser acknowledges the condition in which he or she has received his or her Unit. Under no circumstances shall any item included on an Inspection Statement constitute grounds for a Purchaser to postpone or otherwise delay the date scheduled for Closing to his or her Unit.

ESCROW AND TRUST FUND REQUIREMENTS

All deposits, down payments, advances and payments made by Purchasers prior to the Closing of an Unsold Unit ("Deposits") will be held in escrow in conformity with the disclosure contained in this section of the Plan. All deposits must be made by official bank checks or wire transfer of immediately available funds to Escrow Agent.

PROCEDURE TO PURCHASE

Sponsor will comply with the escrow and trust fund requirements of General Business Law Sections 352-e(2-b) and 352-h and the Attorney General's regulations promulgated pursuant thereto and the Escrow and Trust Fund Requirements of this Plan.

The Escrow Bank, the Master Escrow Account Number and the sub-escrow savings account number will be disclosed to each Purchaser, as appropriate, in a letter from Escrow Agent to each Purchaser delivered within ten (10) business days after tender of the Deposit. The Deposit will be placed in the Master Escrow Account within five (5) business days after tender of the Deposit by Purchaser to Sponsor or Selling Agent. Any subsequent Deposit tendered by Purchaser after the initial Deposit will be placed in the Master Escrow Account within ten (10) business days after tender by Purchaser to Sponsor.

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

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

The Escrow Bank will be covered by federal bank deposit insurance to a maximum of $250,000 per individual deposit. The following are SPECIAL RISKS of this offer: (i) if a Purchaser makes a Deposit in excess of $250,000 for the purchase of a Unit, the amount in excess of $250,000 will not be federally insured; and (ii) while the Deposit is in the non-interest bearing portion of the Master Escrow Account, the Deposit may not be fully federally insured even if the Deposit does not exceed $250,000.
The Escrow Agent:

The law firm of Meister Seelig & Fein LLP, with an address at 125 Park Avenue, 7th Floor, New York, NY, 10017, telephone number (212) 655-3500, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Matthew Kasindorf, Esq., Stephen Meister, Esq. and Scott Newmark, Esq. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing. All Deposits must be in form of a (i) domestic bank check or (ii) wire transfer.

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

the Deposit. Escrow Agent shall accept a Deposit made by check, subject to collection.

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

The Escrow Account:

The Escrow Agent has established the escrow account at Private Citibank, located at 666 Fifth Avenue, New York, New York, in the State of New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled "Meister Seelig & Fein LLP, 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, unless Escrow Agent has established multiple accounts on behalf of Purchaser at various institutions.

All Deposits received from Purchaser shall be in the form of domestic bank checks or wire transfers and shall be made payable to or endorsed by the Purchaser to the order of Meister Seelig & Fein 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 Purchase Agreement is attached hereto as Exhibit A in Part II of the Plan. The relevant escrow trust fund provisions are included in the Purchase Agreement in Section 5, which must be executed by the Escrow Agent.

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, New York 10271. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.

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 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.

Sponsor may agree to modify the floor plans and finishes of certain Units or to do special work or provide extras to the Units as requested by individual Purchasers as negotiated by Sponsor and Purchaser. Purchaser shall bear the cost of such modification to floor plans and finishes. All funds received by Sponsor from Purchasers for such modified or additional work in Units, as aforesaid, shall initially be placed in escrow and shall be paid to Sponsor by the Escrow Agent to be used by Sponsor to pay for such work. Accordingly, in the event a Purchaser becomes entitled to rescission after the release of such funds, the Purchaser shall not receive a refund of any funds used for special work or extras.

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.

Pursuant to Section 71 -a(3) of the Lien Law Every contract of sale which by its terms provides for or is incidental to a contract providing for the construction on the subject real property of a residential condominium unit, shall contain a statement advising the Purchaser the provisions of this subdivision. Such statement shall be printed in bold type which is at least two points larger than any other printing contained thereon and shall read as follows:

"YOU, AS THE PURCHASER OF THIS RESIDENCE, MAY REQUIRE THE RECIPIENT OR CONTRACTOR TO DEPOSIT THE INITIAL ADVANCE MADE BY YOU IN AN ESCROW ACCOUNT. IN LIEU OF SUCH DEPOSIT, THE RECIPIENT OR CONTRACTOR MAY POST A BOND OR CONTRACT OF INDEMNITY WITH YOU GUARANTEEING THE RETURN OF SUCH ADVANCE.

ASSIGNMENT OF PURCHASE AGREEMENTS

Purchaser does not have the right to assign the Purchase Agreement without the prior written consent of Sponsor, which consent may be withheld or delayed for any reason and/or arbitrarily. Sponsor shall not discriminate against any person because of his race, creed, color, sex, sexual orientation, disability, marital status, age, ancestry, national origin or other ground prohibited by law. Any purported assignment by Purchaser in violation of this Section will be voidable at the option of Sponsor. Sponsor's refusal to consent to an assignment will not entitle Purchaser to cancel the Purchase Agreement or give rise to any claim for damages against Sponsor. Any purported assignment by Purchaser in violation of this Section shall be a default by Purchaser, entitling Sponsor to the remedies set forth in the Section entitled "Procedure to Purchase", and shall be voidable at the option of Sponsor.

Notwithstanding anything to the contrary contained above, if Purchaser has signed the Purchase Agreement in an individual name (and not in the name of an entity), then Purchaser shall have a onetime right to assign Purchaser's rights under the Purchase Agreement, in whole, but not in part, to an entity "controlled" (as such term is defined below) by Purchaser (the entity to which the rights are assignable may be a trust, limited liability company or a corporation) or to member(s) of Purchaser's immediate family, provided that (i) Purchaser designates such assignee at least 5 business days prior to the Closing Date; (ii) Purchaser delivers to Sponsor's counsel a fee in the amount of $1,000.00 for its services required in connection with the preparation of the assignment and assumption agreement; (iii) the Closing will not be delayed as a result of such assignment, (iv) the assignee of the Purchase Agreement assumes in writing, by an instrument prepared by Sponsor's counsel, the obligations of Purchaser under the Purchase Agreement, and (v) the assignment is made without consideration. As used in this paragraph, the term "control" shall mean the control, either directly or indirectly, of at least 51% percent of the voting shares or equity interests of such assignee, together with the authority to direct and manage the affairs of such assignee, which shall include Purchaser, being the managing general partner of such partnership or the principal, a manager or managing member of such limited liability company. Any obligations of Purchaser may be performed by such assignee, and Sponsor agrees to accept such performance as if it were the performance of Purchaser. No such assignment shall modify Purchaser's obligations under the Purchase Agreement, including without limitation, Purchaser's indemnity obligations contained in the Purchase Agreement, reduce or limit any liability or obligation of Purchaser who shall remain primary liable notwithstanding any liability assumed by assignee. Unless Purchaser complies with the provisions of this paragraph, any purported assignment by Purchaser shall be null and void and of no effect as against Sponsor.

Power of Attorney

Purchasers will be required to sign a power of attorney to the Board of Managers at Closing.

Effectiveness

After the Plan has been declared effective the Sponsor will fix dates for closing title to all units 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. Such notice shall be no less than thirty (30) days before the date is set. Sponsor may permit Purchasers to waive this 30 day notice provision by including such waiver in the Plan or an amendment.

Sponsor expects first closing to occur on January 1, 2017. If such date is delayed more than twelve (12) months, purchasers will be afforded a right of rescission.

No Advertising

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

EFFECTIVE DATE

The offering by Sponsor under the Plan is contingent upon the Plan being declared effective and the First Closing shall not occur until the Plan has been declared effective. The Plan may be declared effective, at Sponsor's option, at any time when bona fide purchasers, including investors, have executed Purchase Agreements with respect to not less than fifteen percent (15%) of all Units, or one (1) Unit. The Plan must be declared effective at such time as Purchase Agreements have been executed and are in effect with respect to eighty percent (80%) of all Units or four (4) units. The Plan shall be declared effective by personal service of a notice on each purchaser or by commencement of service by mail in the manner required by 13 N.Y.C.R.R. § 20.1 (d) stating that the Plan was declared effective on a particular date, the percentage used 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. Sponsor will submit to the Department of Law, if requested to do so, copies of all Purchase Agreements (and any amendments or modifications thereto) within five (5) business days after such request is made.

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

satisfactory to the Department of Law establishing that the Purchaser is bona fide.

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

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

In the event the Plan is withdrawn or abandoned, all Deposits, will be returned to Purchasers within thirty (30) days following such withdrawal or abandonment. Upon the return of the Deposit, the Purchase Agreement will be null and void and Sponsor will have no further obligation or liability to Purchaser under the Plan or the Purchase Agreement. Sponsor shall promptly submit an amendment to the Department of Law confirming such abandonment or withdrawal and shall file a notice of abandonment on form RS-3 or such other form as the Department of Law may require and explain the reason for the abandonment and disposition of all Deposits received.

Notwithstanding the fact that not all purchasers used for purposes of declaring the Plan effective may actually close, Sponsor will re-declare the Plan effective if all purchase agreements are either rescinded or terminated prior to the date of first unit closing, regardless of whether the condominium declaration has been recorded.

TERMS OF SALE

The Closing with respect to each Unit shall be held at the offices of Sponsor's attorneys, Meister Seelig & Fein LLP, 125 Park Avenue, New York, New York or at such other place as Sponsor may designate on not less than thirty (30) days' prior notice. The Sponsor shall have the right to adjourn the Closing in its sole discretion. The Closing to each Unit shall take place only after or concurrently with the following events:

(i) the Plan has been declared effective in accordance with its terms and the amendment to the Plan disclosing same has been accepted;

(ii) a temporary or permanent certificate of occupancy for the entire project or issuance of a partial, temporary or permanent certificate of occupancy for the Unit is in effect;

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

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

(v) the delivery to Purchaser of a bargain and sale deed with covenant against grantor's acts, in proper form for recording and containing the provisions set forth in subdivision 5 of Section 13 of the Lien Law upon delivery to Sponsor of the balance of the purchase price and such other checks and documents required pursuant to the Plan and the Purchase Agreement;

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

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

(viii) Release of the Unit to be closed and its undivided Common Interest as required by Section 339-r of the New York Condominium Act from the liens of all mortgages except the Purchaser's mortgage, if any, and free and clear of all other liens and encumbrances except those described in this Plan and in the proposed Unit deed. At the First Closing, the Lender will (i) consent to the formation as a condominium and will acknowledge its lien will be limited to unsold condominium units (ii) subordinate its lien of its mortgage to the declaration of condominium or (iii) release its lien on the condominium unit being conveyed and its interest in the common element; and

(ix) Sponsor shall be obligated to repair any damage from a casualty or other cause that occurs before the closing of a purchaser's unit. If the damage is in excess of ten (10%) percent of the Purchase Price, Sponsor has no obligation to restore and can terminate the contract.

The existence of mortgages, liens and encumbrances other than Permitted Encumbrances shall not be objections to title, provided bonds or properly executed instruments in form for recording necessary to satisfy or release Units from such impermissible liens or encumbrances are delivered at Closing and proper adjustments are made for the cost of recording or filing such instruments. At each Closing, the Unit to be closed will be released from the lien of the existing mortgage until such time as the mortgage is satisfied in full. Sponsor will bear the responsibility and cost of recording or filing such instruments.

All personal property located with the unit on the date the purchase agreement is signed or located with the common elements on the date the declaration is filed, that is owned by the Sponsor or the owner of the property, is included in the conveyance unless specifically excepted in the Plan.

The Purchaser of a Unit shall inspect such Unit prior to the Closing Date and shall execute at such time an inspection statement acknowledging Purchaser's acceptance of the Unit in good condition and in accordance with the terms of the Plan, provided that if Purchaser finds that Sponsor's improvements have not been completed as described in the Plan then Sponsor and the Purchaser in question will agree to include on the inspection statement a list of incomplete work of a material nature to be completed in the Unit by Sponsor following the Closing Date. Sponsor shall have no obligation to complete any work described herein which is not specifically designated by the Purchaser on the inspection statement. A Purchaser shall receive prior notice that a Unit is available for inspection pursuant to this Paragraph as more particularly set forth in the Purchase Agreement in Part II of the plan and as described in the Section of the Plan entitled "**Rights and Obligations of Sponsor**". A Purchaser who fails to inspect such Residential Unit shall be deemed to have accepted the Residential Unit in good condition and in accordance with the terms of the Plan. After Closing of title to each Unit the Purchaser thereof must comply with the procedures established by the Managing Agent regarding such Purchaser's move into the Unit.

Sponsor will in no event be liable to have corrected or repaired the following minor imperfections that are of the immaterial nature (collectively, the "**Minor Imperfections**"):

(i) any condition resulting from normal wear and tear or natural deterioration or from the normal settling or shifting of the building, including without limitation, concrete cracks which do not impair the structural soundness of the building;

(ii) conditions of an insubstantial nature, such as partial or total death of any trees, shrubs, bushes or other landscape improvements; protruding dry wall fastenings; nail pops; ridging on gypsum board or variations in gypsum board taping visible only under certain lighting conditions; lumber shrinkage; door or window sticking due to weather; door warpage, including without limitation, warpage of the main entrance door within reasonable tolerances of doors of similar size and weight; slight scratches or dents in plastic laminate, appliances, vitreous china, natural stone, wood, stainless steel or porcelain surfaces, bathroom finish grouting; adjustment of bi-fold doors; walls not square; electrical plates not straight; discoloration or shrinkage; slight separation between baseboard moldings and

floors;

(iii) normal settlement and deflection or any consequential damage resulting therefrom, including without limitation, cracks in roof ballast, or concrete cracks which do not reduce the structural integrity of the property;

(iv) deviations in the level of ceiling of less than one (1) foot and imperfections in ceiling finishes;

(v) imperfections (including dirt or smudges) in painting finishes beyond the single base coat of primer paint that Sponsor shall provide (Purchaser is responsible for applying any finish coat(s) of paint);

(vi) deviations in the level of a floor of less than one (1) foot;

(vii) alignment of bathroom finishes and variation in grouting thickness;

(viii) air infiltration and water infiltration from windows in accordance with the Architectural Aluminum Manufacturers Association Standard A-Z;

(ix) noise from normal plumbing, heating, ventilating and air conditioning operation;

(x) normal floor noises and creaking;

(xi) carpet or floor discoloring or stretching;

(xii) variations in width, length, thickness, finish, or color range of wood flooring, including but not limited to, stains caused by foot traffic prior to closing;

(xiii) repair of chips, scratches, marks, breaks, dents, cracks, signs of normal wear or other defects in exterior stone; windows; window glass, frames and hardware; elevator cabs, elevator cab doors and elevator cab panels and floors; insulation attached to the masonry wall; sliding glass doors, frames, door glass and hardware; louvers; shower doors; lighting fixtures, lenses, baffles and globes; all painted surfaces; all sinks, tubs, basins, water closets, kitchen cabinets, backsplashes and countertops; vanity tops and cabinets; all tile or natural stone floors and walls; saddles; all appliances; woodwork, millwork and doors; mirrors, paint touch-ups, and after the Unit closing, repair of dented appliances, or replacement of light bulbs;

(xiv) variations in tone or color of natural stone or variations in tone or color of vanity tops or other natural stone surfaces;

(xv) leaching, salting or color variation of color mortar and colored brick, dimensional variations in brick joints and mortar droppings on bricks;

(xvi) ponding and/or controlled drainage on the roof surface;

(xvii) cracks or discoloration in pressure treated lumber used or intended for use outside the property;

(xviii) cracks or discoloration in concrete used in cellar walls and paving;

(xix) discoloration of hardware and plumbing finishes;

(xx) stains, runs, lumps, shags or imperfections in weave in fabric panels;

(xxi) scratched, dirty or cracked lenses in light fixtures;

(xxii) terrace tiles not laid flat, or color variation in tiles or mortar or stained tiles;

(xxiii) cupping, warping and/or shrinkage of wood flooring in any or all Units;

(xxiv) seam unevenness in granite countertops and ceramic or marble tile in any or all Units and in all Common Elements;

(xxv) discoloration, staining or other irregularity in granite countertops in any or all of the Units;

(xxvi) wear and tear of exterior painted surfaces including, without limitation, painted surfaces such as painted masonry and painted metals;

(xxvii) any other inconsequential imperfection normally found in building. Sponsor shall have discharged its obligation to repair abnormal scratches in plastic laminate by refinishing and Sponsor shall not be obligated to replace such surfaces or items. These Minor Imperfections are not defects and may be found in any building. Purchasers who purchase a Unit in the Condominium or in any other building may experience some or all of these items and conditions in their Units, the Common Elements or elsewhere in the building. Sponsor has no obligation to correct or repair any of these items and conditions and shall not be liable to any Purchaser or the Board therefor. If a Purchaser or the Board desires to correct or repair any of these items or conditions, to the extent they can be corrected or repaired, they will have to proceed at their sole cost and expense by themselves.

In no event shall Sponsor be liable for consequential damages (whether based on negligence, breach of contract, warranty, or otherwise), it being intended that Sponsor's sole obligations under the Plan shall be to repair or, at Sponsor's option, replace (or cause to be repaired or replaced) any defective item of construction (whether arising as a result of defects in material or improper workmanship or material substantially at variance with the Plans and Specifications), subject to the terms and conditions (and within the time limits) set forth in this paragraph.

Sponsor shall not be obligated to correct and will not be liable to any Purchaser as a result of (i) any immaterial variations from the Plan and Specifications or the description of any portion of the Building or a Unit set forth in the Plan or (ii) immaterial variations from the Plans and Specifications or the description of an portion of the Building or a Unit set forth in the Plan which are neither in violation of applicable building codes, nor require the approval of any governmental authority having jurisdiction, provided such variations are of similar or better quality than as set forth in the Plans and Specifications or description in this Plan. Any such variation affecting the Property which is material will be disclosed in a duly filed amendment to the Plan.

STATUS OF TITLE AT CLOSING

The deed conveying ownership of the Unit to the Purchaser will contain the provisions set forth in subdivision 5 of Section 13 of the Lien Law and will convey title free and clear of all liens and encumbrances other than:

1. the state of facts which an accurate survey would show provided such additional facts do not prohibit the use of the Units as described herein;

2. zoning and building ordinances, resolutions, restrictions and regulations of municipal authorities having jurisdiction and any amendments thereto, now or hereafter adopted, providing same will not be violated by the Building;

3. the Declaration, By-Laws, Maps and Floor Plans to be recorded and filed in the New York County office of the Register of the City of New York, as the same may be amended from time to time and the terms, covenants and conditions of this Offering Plan and amendments thereto;

4. an easement in favor of adjoining Units and of the Common Elements for the continuance of all encroachments of such adjoining Units or Common Elements on the Unit, existing as a result of construction of the Building, or which may come into existence as a result of settling or shifting of the Building, or as a result of repair or restoration of the Building or any adjoining Unit or the Common Elements made by or with the consent of the Board of Managers after damage or destruction by fire or other casualty or after a taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements, made by or with the consent of the Board of Managers, so that any such encroachments may remain so long as the Building shall stand;

5. easements in favor of the Board of Managers, its agents, contractors or employees to have a right of access to the Unit and to the Common Elements to inspect, maintain or repair or to make repairs to the Unit to prevent damage to the Common Elements or any other Units, to make repairs to the Common Elements, including without limitations to any wires, pipes, conduits or telecommunication system servicing any of the Units or to make repairs to any other Unit;

6. easements in favor of those Units having restricted use to portions of the Common Elements;

7. easements for the continuance of encroachments on the Unit and on the common Elements by other Unit or portions of the Common Elements, now existing by reason of the construction of the Units, or hereafter occurring by reason of the settling or shifting of the Units, or by reason of the repair and/or restoration by the Board of Managers of the Units or such other Units or such Common Elements, after damage by fire or other casualty or after taking in condemnation or eminent domain proceedings, or by reason of an alteration to the Common Elements made by the Board of Managers, so that any such encroachments may remain as long as the Units stand;

8. any easement or right of use created in favor of any public utility company for electricity, steam, gas, telephone, water or other service, cable television service, and the right to use, maintain and repair wires, cables, terminal boxes, lines, service connections, poles, mains, facilities and the like upon, under and across the Property;

9. standard printed exceptions to the NYBTU and ATLA policies of title insurance;

10. franchise taxes, if any, provided the title company issuing a policy of title insurance to the Purchaser will insure that such taxes cannot be collected from the Unit; and

11. taxes, tax liens, tax sales, water rates, sewer rents and assessments, subject to adjustments.

The Title Company will affirmatively insure that none of the aforementioned easements or agreements will interfere with the projected use of the premises as a condominium.

UNIT CLOSING COSTS AND ADJUSTMENTS

Closing Costs

As more particularly set forth in the Purchase Agreement, in addition to the Purchaser's own legal fees, the Purchaser will pay the following estimated closing costs and expenses at the time of the closing of title of such Purchaser's Unit. Recording charges, fees, title costs and taxes are based on rates in effect on the date of the Plan and are subject to change without notice and a Purchaser will not be relieved of his or her obligation to pay any such charges, fees, costs and taxes at the then effective rates:

A contribution to the Working Capital Fund of the Condominium in an amount equal to two (2) month's Common Charges then applicable to each Unit being purchased. If Purchaser elects to obtain fee title insurance with respect to a Unit, the Purchaser may do so from any title agency. Purchasers are free to use a title company of their choosing without incurring a penalty.

BASIC

0 TO $35,000	$	402.00	FLAT
$35,001 TO $50,000	$	6.67	PER THOUSAND
$50,000 TO $100,000	$	5.43	PER THOUSAND
$100,001 TO $500,000	$	4.36	PER THOUSAND
$500,001 TO $1,000,000	$	3.98	PER THOUSAND
$1,000,001 TO $5,000,000	$	3.66	PER THOUSAND
$5,000,001 TO $10,000,000	$	3.25	PER THOUSAND
$10,000,001 TO $15,000,000	$	3.07	PER THOUSAND
OVER $15,000,000	$	2.76	PER THOUSAND

The premium for mortgage title insurance is as set forth below:

BASIC MORTGAGE RATES PER THOUSAND

0 TO $35,000	$	344.00	FLAT
$35,001 TO $50,000	$	5.55	PER THOUSAND
$50,000 TO $100,000	$	4.54	PER THOUSAND
$100,001 TO $500,000	$	3.64	PER THOUSAND
$500,001 TO $1,000,000	$	3.31	PER THOUSAND

$1,000,001 TO $5,000,000	$	3.05	PER THOUSAND
$5,000,001 TO $10,000,000	$	2.71	PER THOUSAND
$10,000,001 TO $15,000,000	$	2.55	PER THOUSAND
OVER $15,000,000	$	2.31	PER THOUSAND

The fee title and mortgage title policy premiums and the recording charges set forth above are those in effect as of the date of this Offering Plan. If said premium, charges, rates, or taxes are subsequently revised by the Title Company, the State, or Municipality, each Purchaser shall be required to pay the title policy premiums, recording charges and taxes in effect as of the date of the closing of title to his/her Unit and the rates as set forth above are regulated by the State of New York. Purchasers are free to use a title insurer of their own choice.

(a) Purchaser will pay a fee for recording the deed and Power of Attorney, being $300.00 for each deed and $200.00 for each additional instrument plus $5.00 per page as collected by the Purchaser's title company.

(b) Sellers in general are obligated to pay the NYC Real Property Transfer Tax; however, Purchaser will be obligated to pay the New York City Real Property Transfer Tax ("RPT Tax"), which currently, for the purpose of a single Residential Unit is one (1%) percent of the purchase price of a Unit if the purchase price is $500,000.00 or less 1.425% of the purchase price if the purchase price is in excess of $500,000.00), and the New York State Real Estate Transfer Tax ("State Transfer Tax"), presently $2.00 for each $500.00 (or part thereof) of the purchase price of a Unit.

Therefore, the steps to compute the tax are:

I. Multiply the purchase price by RPT Tax rate to compute city tentative tax.

II. Multiply the purchase price by the NYS Tax rate to compute the tentative NYS tax.

III. Add the tentative taxes to the purchase price.

IV. Multiply (III) by the RPT Tax rate to determine RPT Tax payable.

V. Multiply (III) by the NYS Tax rate to determine the NYS Tax payable.

Thus, the effective RPT Tax rate is approximately 1.014% of the purchase price where the purchase price is $500,000.00 or less and 1.451% where the purchase price is $500,000.00 or more. A similar position has been taken by the New York State Department of Taxation and Finance and as a result the effective tax rate for the State Transfer Tax is $4.06 per thousand dollars of the purchase price for the Unit where the consideration is less than $500,000.00 and $4.076 per thousand dollars of the purchase price of the Unit where the consideration is $500,000.00 or more.

(c) If Purchaser obtains a mortgage loan, Purchaser will be responsible for the payment of all mortgage recording tax, mortgage recording fees, origination, appraisal and closing costs and other expenses in connection therewith (including legal fees) in amounts determined by governmental authorities and such lender. Currently, the mortgage recording tax for mortgages under $500,000.00 is 2.05% of the face amount of the mortgage and 2.175% of the face amount of the mortgage if the mortgage is $500,000.00 or more. Of the total tax due, the mortgagee pays an amount equal to 0.25% of the face amount of the mortgage. In addition, there is a $25 exemption for residential property. No representation or warranty is made with respect to the amounts of such closing costs and expenses or the availability or cost of mortgage loans from any sources.

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

(d) If the purchase price of the Residential Unit is $1,000,000.00 or more, Purchaser will pay the New York State Additional Real Estate Transfer Tax pursuant to Article 31 of the Tax Law, commonly referred to as the "Mansion Tax," which is currently one (1%) percent of the purchase price.

(e) Fees payable to Sponsor's attorney, Meister Seelig & Fein LLP, in accordance with the following schedule, all of which fees will be cumulative to the extent applicable to any individual closing:

1. $2,500.00 for the preparation of closing documents, calculation of adjustments, attendance at Closing at the offices of Meister Seelig & Fein LLP, or such other place as Sponsor may designate and supervision of execution of documents;

2. In the event that Purchaser requests that the Closing occur at any location other than at the offices of Meister Seelig & Fein LLP (or at such other place as the Sponsor may designate in its closing notice) and Sponsor, in its sole and absolute discretion consents to same, an additional attendance fee in the amount of $750.00 will be due and owing to the Sponsor's attorneys for each closing held within the Borough of Manhattan and $1,250.00 for each closing held in any location outside the Borough of Manhattan.

3. If Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Purchase Agreement, or for the addition, deletion or substitution of names on the Purchase Agreement, a fee of $500.00, payable in advance, for preparation of an assignment agreement;

4. If through no fault of Sponsor, Purchaser fails to close on the date

scheduled for closing, then Purchaser shall pay to Meister Seelig & Fein LLP an additional fee of $500.00 for each rescheduled Closing to help defray the cost of preparing and coordinating the Closing and recalculating the Closing apportionments; and

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

The following table illustrates the projected closing costs (based on current rates) for the purchase of Unit 2 at a Purchase Price of $2,400,000.00, assuming such Purchaser finances eighty (80%) percent (i.e., $1,920,000.00) of the Purchase Price:

Fee Title Insurance (if purchased simultaneously with mortgage title insurance)	$6,742.00
Fee for recording Unit Deed (7 pages) and Unit Owner's Power of Attorney (5 pages)	$260.00
Searches/Endorsements/Misc. Fees	$ 600.00
Mortgage Loan Closing Costs	
- recording mortgage (assuming 20 pages)	$200.00
- mortgage recording tax	$36,930.00
- mortgage title insurance (If purchased simultaneously with fee title insurance)	$1,380.00
- other bank charges (assuming "points" of 1% of mortgage amount, and appraisal fee of $275 and legal fees of $550 and assuming further that the lender does not require Purchaser to deposit funds to establish a real estate tax escrow)	$20,025.00
New York City Real Property Transfer Tax (plus $125.00 filing fee) and New York State Deed Stamps	$43,925.00
New York State Mansion Tax	$24,000.00
Working Capital Payment (two month's common charge fees)	$2,847.48
Refundable Move In Deposit	$500.00
Sponsor's Legal Fee (assuming Purchaser obtains financing and the closing occurs at the offices of Sponsor's counsel)	$2,500.00
Total	**$139,909.48**

The projected closing costs referred to above are approximate and are not guaranteed. Purchasers are advised that they are responsible for all mortgage loan closing costs which vary widely among different lenders and also will vary depending on the loan program chosen.

Closing Adjustments

At Closing, adjustments will be made as of midnight of the day preceding the Closing Date between Sponsor and each Purchaser with respect to (a) real estate taxes and assessments, if any (including water charges and sewer rents, 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 Purchaser's Unit. In the event the Units have not been separately assessed for real estate tax purposes prior to the First Closing, each Unit Owner will pay his pro rata share (in the proportion that his or her Unit's Common Interest bears to the aggregate Common Interest of all Units) of all real estate taxes with respect to the Property to the Condominium Board. The Condominium Board will pay such taxes either to the Department of Finance of the City of New York or directly to Sponsor if Sponsor has already paid such real estate taxes. If any Unit Owner fails to pay his pro rata share as set forth above, the Condominium Board, as the case may be, will have a lien on such Unit for non-payment thereof, as if such charges were Common Charges. (See the Section entitled "Rights and Obligations of Unit Owners" for further discussion.) At such time as a Unit is separately assessed and separately billed, its Unit Owner will pay such taxes directly to the taxing authority.

If a Purchaser fails for any reason to close title to his or her Unit on the originally scheduled Closing Date, (a) the closing apportionments described above will be made as of midnight of the day preceding the originally scheduled Closing Date, regardless of when the actual Closing occurs, and (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under the Purchase Agreement and the Plan, an amount equal to 0.03% of the purchase price of his Unit for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date.

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

RIGHTS AND OBLIGATIONS OF SPONSOR

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

(a) Sponsor will endeavor in good faith to sell all the Units in a reasonably timely manner but Sponsor reserves the unconditional right to rent rather than sell, subject to the approval by its Lender. This right may only be exercised after the consummation of the Plan. There is no commitment to sell more units than the 15% necessary to declare the plan effective, and owner-occupants may never gain effective control and management of the Condominium.

(b) Sponsor will defend any suits or proceedings against the Condominium arising out of Sponsor's acts or omissions, or representations made by Sponsor in this Offering Plan, and it will indemnify the Board of Managers and the Unit Owners against liability imposed as a result of such suits or proceedings, provided no settlement or compromise is made without Sponsor's consent.

(c) Sponsor reserves the right to make any changes in the proposed Condominium Documents and modifications to the Plans and Specifications as may be necessary in Sponsor's sole discretion to conform to Law or to expedite the sale of the Unsold Units; provided, however, that any such amendments, additions, or changes shall not materially and adversely affect a Unit Owner or Purchaser, increase any obligations of Unit Owners or Purchasers to any adverse and material degree and any substitution of equipment or materials will be of Equal or Better Quality or design.

(d) The offering by Sponsor under the Plan is contingent upon the Plan being declared effective and the First Closing shall not occur until the Plan has been declared effective. The Plan may be withdrawn or abandoned by Sponsor for any reason whatsoever at any time prior to its being declared effective, in which event Purchasers will be notified by Sponsor in writing, by registered or certified mail. Once the Plan has been declared effective, it may not thereafter be abandoned or withdrawn, except that prior to the First Closing of an Unsold Unit, the Plan may be abandoned at the option of Sponsor in the event of (i) the existence of one or more defects in title (including violations of record or work orders of an insurance carrier) affecting any one or more of the Unsold Units and/or the Property which cannot be removed, cured or complied with prior to the date set forth for the First Closing except through litigation or for less than one-half of one percent (.05%) of the total offering in the aggregate, and which was not waived by the Purchaser thereof; (ii) substantial damage to or destruction of the Unsold Units and/or the Building (or any portion thereof) by fire or other casualty which cannot be repaired prior to the First Closing for less than one-half of one percent (.05%) of the total offering in the aggregate; or (iii) a taking of all or a material portion of the Unsold Units and/or the Building by condemnation or eminent domain. Excluded from the dollar amounts set forth in (i) and (ii) above are attorneys' fees and title defects or a determination of any authority or regulatory association which exist on the Filing Date of the Plan and are either known to Sponsor or are a matter of public record. In the event the Plan is withdrawn or abandoned, all Deposits, will be returned to Purchasers within thirty (30) days following such withdrawal or abandonment. Upon the return of the Deposit, the Purchase Agreement will be null and void and Sponsor will have no further obligation or liability to Purchaser under the Plan or the Purchase Agreement. Sponsor shall promptly submit an amendment to the Department of Law confirming such abandonment or withdrawal and shall file a notice of abandonment on form RS-3 or such other form as the Department of Law may require and explain the reason for the abandonment and disposition of

all Deposits received.

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

(f) Construction of the Building is estimated to be completed by January 1, 2017. Purchasers will not be excused from paying their full purchase prices (without credit or set-off), and will have no claim against Sponsor for damages or losses, in the event that the First Closing occurs earlier or later than the targeted date or to close title to their Units is delayed or postponed by Sponsor. In the event the actual or anticipated commencement date of the first year of condominium operation is to be delayed by six (6) months or more, Sponsor will amend the Plan to include a revised budget with current projections. If the amended budget exceeds the projected budget included in this Plan by 25% or more, Sponsor will, in the amendment disclosing such budget, offer all Purchasers the right, for at least fifteen (15) days, to rescind their Purchase Agreements and receive a refund of their Deposits, together with all interest earned thereon (provided, however, that after the Plan has been declared effective and the amendment disclosing the same has been accepted by the Department of Law, a Purchaser who is in default under his or her Purchase Agreement beyond the expiration of any applicable grace period will not have the right to rescind).

(g) Sponsor is obligated to bear all costs and expenses incurred in connection with completing construction of the Building in accordance with the Plans and Specifications as set forth in this Plan. During the course of construction, Sponsor retains the right to change the Plans and Specifications, substitute equipment or materials, and modify layout or design.

(h) No Closing of an Unsold Unit shall occur prior to the issuance of a temporary or permanent certificate of occupancy for the Building in which the Unsold Unit is located. Sponsor and its principals are obligated to procure the TCO or FCO . If a permanent certificate of occupancy and/or any other requisite final permits required to permit the occupancy of an Unsold Unit shall not have been issued at the date of Closing to an Unsold Unit in such Building, Sponsor will, at its cost and expense, perform any work and supply any material necessary to obtain a permanent certificate of occupancy and all other requisite final permits for the Building after the Closing (subject to unavoidable delays and force majeure).

(i) Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a final certificate of occupancy ("FCO") covering the entire building but with only a temporary certificate of occupancy ("TCO"), and sometimes with several successive temporary certificates of occupancy. Certificates of occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCOs and FCOs are issued by the New York City Department of Buildings ("DOB"). A TCO is intended to indicate that the property 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 FCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof, and ultimately for obtaining a FCO covering the entire building. However, Sponsor and its principals make no representation or guarantee that DOB will issue the FCO within two years, which is the timeframe anticipated by the Multiple Dwelling Law for issuance of a FCO. 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.

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

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

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(j) If Sponsor fails to obtain a permanent Certificate of Occupancy for the Property prior to the first closing, Sponsor will be obligated to: (i) direct the Escrow Agent to hold and maintain those monies received pursuant to all Purchase Agreements (see the Section entitled "Procedure To Purchase") which would otherwise be payable to Sponsor in the special trust account required by the General Business Law of the State of New York, Sections 352-e(2)(b) and 352(h), provided, however, that if Sponsor's Architect certifies that a lesser amount than the amount held in the special trust account is reasonably necessary to complete all alterations and improvements needed to obtain a permanent Certificate of Occupancy, then the amount exceeding the sum so certified by Sponsor's Architect shall be released from the special escrow account to Sponsor; or (ii) Sponsor shall deposit with Escrow Agent an unconditional, irrevocable letter of credit, deposit cash or post a surety bond, or provide other collateral acceptable to the Department of Law, in an amount Sponsor's Architect, from time to time, certifies is reasonably necessary to complete the work needed to obtain the permanent Certificate of Occupancy. Any amount held in escrow, in excess of the amount certified as reasonably necessary to complete the work needed to obtain the permanent Certificate of Occupancy, can be released from escrow upon the receipt by Escrow Agent of a request by Sponsor.

(k) Construction is a complicated process requiring the coordination of numerous tasks and the balancing of complex mechanical and architectural systems. During the first years

of condominium operation, construction workers and related personnel may be at the Building from time to time making adjustments and performing various tasks relating to the completion of construction. Various systems, including but not limited to water supply, air conditioning, heating, ventilating and elevators, may require substantial time after any Closing to complete and may need to be shut down temporarily. Various other adjustments to windows and elevators and other systems may require substantial time after the Closing to be completed. Sponsor may not fully complete the decoration of portions of the Building, including, without limitation, the Lobby or corridors in the Building, landscaping, install light fixtures, hanging wall coverings or laying carpeting, until a particular Section of the Building is complete or a particular floor is fully occupied by Residential Unit Owners as well as certain amenities may been affected.

(l) Sponsor has no obligation to repair or improve the Units, the Common Elements or the facilities used in connection with the operation of the Building except as otherwise expressly provided in the Plan. Sponsor does not warrant the materials or workmanship except as set forth in the Plan, or the materials or workmanship of the Common Elements. Sponsor agrees to complete construction and to cause all mechanic's liens with respect to the construction of the Building to be promptly discharged or bonded (all subject to Sponsor's rights to abandon the Plan).

(m) Sponsor shall not be obligated to correct, repair, or replace any and all defects relating to construction of the Units, the General Common Elements, the Limited Common Elements, or in the installation or operation of any appliances, fixtures, or equipment therein, except as expressly provided in this Plan or by applicable law. Sponsor will not warrant the materials or workmanship of any Unit or any of the Common Elements except as otherwise provided herein. The Housing Merchant Implied Warranty Law (GBL Article 36-B) is not applicable to this offering because such Law is applicable to units in buildings of five stories or less. The Sponsor's obligations cannot go below the duty to construct the Building in accordance with all applicable codes and filed plans and specifications, and to the extent of any conflict between same and the terms of this Plan, the duty to construct the Building in accordance with all applicable codes and filed plans shall prevail.

(n) Each Unit and the fixtures and personal property contained therein are being sold "AS IS" and delivered as described in the Plan, at the time of transfer of title to such Unit, unless Sponsor and Purchaser otherwise agree. Sponsor will maintain each Unit, and the fixtures and personalty contained therein, up to the time of the transfer of the Unit in question. The Purchaser of a Unit shall inspect such Unit prior to the Closing Date and shall execute at such time an inspection statement acknowledging Purchaser's acceptance of the Unit in good condition and in accordance with the terms of the Plan. However, if the Purchaser finds that Sponsor's improvements have not been completed, although such improvements have been completed, then Sponsor and the Purchaser in question will immediately thereafter agree to include on the inspection statement a list of incomplete work of a nature to be completed in the Unit. Sponsor may elect to complete such work prior to the Closing, in which event the Closing could be postponed or to complete such work following the Closing for the Unit in question. The failure of Sponsor to complete such work shall not be a ground for Purchaser delaying the Closing. Sponsor shall have no obligation to complete any work described herein which is not specifically designated on the inspection statement by the Purchaser, except for work necessary to cure violations and to obtain the permanent Certificate of Occupancy. Notwithstanding anything to

the contrary set forth herein, nothing contained in the Plan shall be construed as to render Sponsor liable for consequential damages (whether based upon negligence, breach of contract, breach of warranty or otherwise) it being intended that Sponsor's sole obligation shall be to perform its obligations as expressly provided in the Plan. Sponsor will provide each Purchaser with notice of the date and time of the inspection of the Unit prior to closing as provided in the Purchase Agreement in Part II of the Plan and will establish such procedures as may be required, in Sponsor's discretion, to complete one or more inspections of the Units and perform necessary punch list work therein. In the event a Purchaser fails to inspect or re-inspect a Unit after notification and an opportunity to perform such inspection, Sponsor reserves the right, in its discretion, to postpone the scheduled Closing or to deem Purchaser to have waived the right to cause punch list work, if any, to be completed. After closing of title to each Unit, the Purchaser thereof must comply with the procedures established by the Managing Agent regarding such Purchaser's move into the Unit.

(o) Sponsor's obligation, regardless of any limitations in the warranty or in this Offering Plan, is to construct the premises in accordance with all applicable codes and filed plans and specifications, and that any conflict between the disclaimers and the Sponsor's obligation to construct the premises in accordance with all applicable codes and filed plans and specifications shall be resolved in favor of the latter. Except as required by law, Sponsor does not make any warranty of any kind, express or implied, and Sponsor hereby disclaims any and all warranties, including but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the construction of the Unsold Units and the Common Elements and with respect to the personal property located within the Unsold Units, the Common Elements or on the Limited Common Elements, and the Unit Owners assume all risk and liability from the use of this property.

(p) Prior to the Closing of title for each Unit, Sponsor will cause such Unit and its appurtenant Common Interest benefits, rights and easements as described in the Declaration and By-Laws to be released from the lien of any mortgages or security agreements encumbering the Unit (other than any mortgage or security agreements obtained by the Purchaser). Sponsor has obtained financing from Lender and lender will release each Unsold Unit at Closing in accordance with the loan documents entered into between Sponsor and Metropolitan Commercial Bank. In the event that Sponsor desire's to rent Units instead of offering for sale, the approval of the Lender would be required. The approval of Lender is also required for sales below the minimum sale requirements set forth in the loan documents.

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

(r) Sponsor will pay or cause to be paid all contractors, subcontractors and materialmen and all others involved in the construction and equipping of the Building in accordance with the New York Lien Law, for the authorized and proper work performed and fixtures, material and equipment supplied or installed during construction thereof and will cause any and all mechanic's liens arising out of such construction and equipping, if any, to be discharged by bonding, or otherwise, promptly after the filing of any such liens.

(s) No Closing of an Unsold Unit will occur prior to the issuance of a temporary certificate of occupancy for the Building in which the Unsold Unit is located. Sponsor will perform any work and/or supply any material necessary to obtain a permanent certificate of occupancy for the Unsold Units no later than the expiration of the temporary certificate of occupancy, unless extended.

(t) Sponsor will deliver to the Condominium Board copies of all of the mechanical, electrical and plumbing drawings for the Building, to the extent same are in Sponsor's possession.

(u) In accordance with Section 339-p of the Condominium Act, a registered architect or licensed professional engineer shall certify within reasonable tolerances that the Floor Plans are an accurate copy of portions of the plans of the Building as filed with and approved by the municipal or other governmental authority having jurisdiction over the issuance of permits for the construction of the Building and, in addition, such architect or professional engineer shall have made periodic inspections at various stages of construction to determine that the Building was built in accordance with such plans.

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

(w) Sponsor will procure fire and casualty insurance pursuant to an agreed amount replacement value policy as set forth on Schedule B or in an amount sufficient to avoid co-insurance. Sponsor will initially procure on behalf of the Condominium Board the insurance relating to the Condominium which is required to be maintained by the Condominium Board in accordance with the provisions of the By-Laws (see the Section entitled "Rights and Obligations of the Condominium Board/Summary of By-Laws"), the cost of which insurance has been reflected in the First Year's Budget. Pursuant to the provisions of Section 352-e of the New York General Business Law, copies of the Plan and all exhibits or documents referred to herein shall be available for inspection by prospective Purchasers and by any person who shall have purchased a Unit offered by the Plan or shall have participated in the offering of such Unit, at Sponsor's office and shall remain available for such inspection for a period of six years from the date of the recording of the Declaration. In addition, a set of Floor Plans showing the layout, location and approximate dimensions of each Unit and its unit number designation and tax lot number, certified by the appropriate governmental authority of The City of New York as conforming to the official tax lot number for each such Unit, will be filed in the City Register's office when the Declaration is recorded, and an additional set will be furnished to the Condominium Board.

(x) Sponsor is obligated to deliver to the Condominium Board all books of account and records pertaining to the Building's operation which are in Sponsor's possession on the First

Closing.

(y) In the event of the dissolution or liquidation of Sponsor or the transfer of twenty percent (20%) or more of the total number of Units in the Condominium to a single Purchaser, the principals of Sponsor will provide financially responsible entities or individuals who will assume the status and all obligations of Sponsor for those Units under the Plan, applicable laws or regulations.

(z) Following the issuance of a final certificate of occupancy, Sponsor will deliver "as built" Plans and Specifications to the Condominium Board.

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

(bb) Obligations of Sponsor hereunder with respect to the Building shall be enforceable by the Condominium Board on behalf of all Unit Owners. Obligations of Sponsor shall be enforceable by individual Unit Owners if either (i) the Condominium Board fails to take reasonable action to enforce such obligations within 90 days following the giving of notice of such claim by any Unit Owner to the Condominium Board or (ii) the applicable statute of limitations with respect to any claim by a Unit Owner which would otherwise be enforceable by the Condominium Board will expire during the aforesaid 90-day period.

(cc) Except as set forth above or as required by law or governmental regulation, Sponsor has not furnished any bond or other security for the performance of the obligations of Sponsor under the Plan. Unless expressly provided to the contrary herein, the obligations of Sponsor under the Plan shall survive the delivery of the respective deeds to the Units to Purchasers.

(dd) In the event Sponsor is unable to perform its material obligations under the Plan, all sales will cease, Sponsor will promptly submit an amendment to the Plan setting forth its inability to perform such material obligations under the Plan, and will offer all Purchasers the right to rescind their Purchase Agreements. Any Purchaser electing rescission pursuant to the offer will have their Deposit and any interest accrued thereon retuned. Any additional deposits for custom work will be refunded to Purchasers as well.

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

(ff) At or prior to the closing of the Unit, Sponsor must assign any manufacture's warranties with respect to equipment and appliances installed in the unit to the unit owner and assign any warranties with respect to equipment and appliances installed in the common elements to the board of managers.

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

Leasing and Use of Unsold Units

Sponsor or its designee, after the consummation of the Offering Plan, further reserves the right to use or occupy itself or to rent or lease to a tenant who is not a Purchaser (for such rent and term and on such other conditions as may be agreed to between such parties) any Unit not yet conveyed and, therefore, residents of the Condominium may be comprise of both Unit Owners and tenants, subject to the consent of Lender. Accordingly, a Purchaser may be acquiring a Unit that has been previously occupied, but such Unit will be delivered at Closing free and clear of all leases, tenancies and rights of occupancy other than interim leases with such Purchaser or other leases or rights of occupancy of such Unit which Sponsor agreed to enter into at the request of the Purchaser of such Unit.

Sponsor and its designee reserve the right, without prior notice or amendment to the Plan, to use Common Elements and Unsold Units or any floor of the Building as sales and rental offices and model apartments for the Building and any other building in which principals of Sponsor have an interest. In the event Sponsor or its designee thereafter elects to sell any such Unsold Units, Sponsor or its designee may require the purchaser thereof to purchase all or any of the furnishings, equipment or decorations therein and pay, in addition to the purchase price for such Unit, such amounts as Sponsor may determine. In no event shall the presence of any furniture, furnishing, equipment or decorations in any model apartment imply or represent that any Unit will contain such furniture, furnishings, equipment or decorations upon delivery of the Unit to the Purchaser of the Unit unless such Purchaser agrees to pay Sponsor an amount as determined by Sponsor in addition to the purchase price for such Unit.

CONTROL BY SPONSOR

The Condominium Board shall initially consist of three persons designated by Sponsor. The Condominium Board will call for the first annual meeting of the Unit Owners to elect a new Condominium Board within thirty (30) days of the first anniversary of the First Closing or no more than thirty (30) days prior to such anniversary.

Commencing with the first annual meeting Unit Owners, the Condominium Board shall consist of three (3) Board Members. While the Sponsor controls the Board, the Sponsor will be able to designate two (2) Board Members. All other such persons shall be elected by the Unit Owners (including Sponsor). The number or composition of Condominium Board members may not be changed except in accordance with the procedures described in the By-Laws.

At meetings of the Unit Owners, Sponsor will have the right to vote all of the Common Interest attributable to the Unsold Units owned by Sponsor as it sees fit. However, at elections of members to the Condominium Board held during the Initial Control Period, (that is, the period ending on the earlier of (a) the closing of title with Purchasers under the Plan to Units having at least 80% of the aggregate Common Interest appertaining to all Units, or (ii) five (5) years after the First Closing) Sponsor will have the right to designate two (2) of the three (3) members of the Condominium Board, and Sponsor, and all other Unit Owners shall have the right to vote for the remaining members of the Condominium Board. Sponsor may not exercise veto power over expenses described in Schedule B, or over expenses required (i) to comply with applicable laws or regulations (ii) to remedy any notice of violation, or (iii) to remedy any work order by an insurer.

So long as Sponsor shall continue to own one (1) Unsold Unit, Sponsor shall have the right to designate one (1) member of the Condominium Board, and shall have the right to vote its Common Interest attributable to the Unsold Units for the remaining members of the Condominium Board. Sponsor shall not have voting control of the Condominium Board after the Initial Control Period.

Within thirty (30) days after the Initial Control Period, subject to Sponsor's continued right to designate one (1) member of the Condominium Board set forth above, the applicable number of members of the Condominium Board representing the Unit Owners which were designated by Sponsor shall resign and their replacement shall be filed by a majority vote of the members of the Condominium Board representing the Unit Owners (excluding members designated by Sponsor) at any regular meeting of the Condominium Board or at a special meeting thereof called for such purpose.

The number of members of the Condominium Board representing the Unit Owners may not be increased or decreased without the consent of Sponsor as owner of the Unsold Units for so long as there remains one Unsold Unit.

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

For a period ending not more than five years after the closing of the first unit or whenever the unsold units constitute less than 25 percent of the common interest, whichever is sooner, the Condominium Board may not take any of the following actions without Sponsor's prior written consent (notwithstanding the number of votes Sponsor controls): (a) make any addition, alteration or improvement to the Common Elements or to any Unit unless the same are required by Law, (b) assess any Common Charges or Special Assessments for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund, (c) increase or decrease the number, or change the kind of, employees from that described in the First Year's Budget (d) enter into any service or maintenance contract for work or otherwise contract for work or services not covered in the First Year's Budget, except as is required to reflect normal annual increases in operating services, (e) borrow money on behalf of the Condominium or (f) exercise a right of first

refusal to lease or purchase a Unit; provided, however, that Sponsor's written consent is not necessary to perform any function or take any action described in items (a) through (f) 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 Law or to remedy any notice of violation or work order of the Condominium's insurer. Sponsor may exercise veto power over expenses other than those expenses required (i) to comply with applicable laws or regulations, (ii) to remedy any notice of violation, or (iii) to remedy any work order by an insurer.

BOARD OF MANAGERS

The affairs of the Condominium shall be governed by the Condominium Board. The Board shall consist of three (3) members, two (2) of whom shall be designated by the Sponsor. The initial members of the Board are Marc Shore and Eric Schwartz. The Initial Board members designated are all members of the Sponsor. Within thirty (30) days of the first anniversary of the First Closing, or no more than thirty (30) days prior to such anniversary, the Condominium Board will call for the first annual meeting of Unit Owners. At such meeting, the incumbent Condominium Board shall resign and, subject to Sponsor's right to designate members of the Condominium Board, the Unit Owners shall elect a new Condominium Board consisting of three (3) members. The Condominium Board shall be elected by the Unit Owners (including Sponsor). The number or composition of Condominium Board members cannot be changed except in accordance with the procedures described in the by-laws. Thereafter, at each annual meeting, members of the Condominium Board shall be elected and shall serve until the next annual meeting thereof and until a successor has been elected and qualified.

Except for the Condominium Board members designated by Sponsor, all members of the Condominium Board must be either Unit Owners or spouses or officers, directors or principals of Unit Owners and must be unrelated to the Sponsor as described in Article I Section 1 of the By-Laws. No member of the Condominium Board shall continue to serve on the Condominium Board if, during his or her term of office, said member shall cease to be a Unit Owner or an interested party.

Annual meetings of Unit Owners shall be held within approximately thirty (30) days of each anniversary of the first annual meeting. At such meetings, the Unit Owners shall elect the three (3) member Condominium Board, and there shall also be transacted such other business as may properly come before such meetings.

In addition, special meetings may be held from time to time pursuant to the By-Laws. The Secretary of the Condominium Board shall mail a notice of each annual or special meeting to all Unit Owners of record. The notice, which will be given at least five (5) days prior to any such meeting, shall state the purpose of the meeting as well as the time and place where it is to be held. Except as otherwise provided in the By-Laws or Declaration, at all meetings of Unit Owners, the presence in person or by proxy of Unit Owners owning more than forty (40%) percent of the Common Interests attributable to all Units shall constitute a quorum and a majority of the votes cast at any such meeting at which a quorum is present shall be binding upon all Unit Owners.

At all meetings, each Unit Owner (or his proxy) entitled to vote thereat (including Sponsor or its designees with respect to Unsold Units) shall be entitled to cast one vote for each .0001% of interest in the Common Elements attributable to his Unit or Units (provided, however, that if Sponsor or its designee has exercised its right to designate a Board member, it shall not be entitled to vote for Board members in addition to those it has designated).

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

A member of the Condominium Board may be removed with or without cause by an affirmative vote of a majority of Unit Owners (as defined in the By-Laws) who are present at a meeting attended by a quorum of Unit Owners; provided, however, that Condominium Board members designated by Sponsor may only be removed with cause and replaced by another Sponsor designee. No member of the Condominium Board shall continue to serve on the Condominium Board if, during his or her term of office, such member shall cease to be a Unit Owner or an interested party as described in Section 2.1 of the By-Laws; provided, however, that this provision respecting Unit ownership and Condominium Board membership shall not apply to members of the Condominium Board designated or elected by Sponsor.

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

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.

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

Generally, subject to certain exceptions concerning, among other things, Sponsor, and Unsold Units, and provided that required consents of the mortgage representatives, if any, are obtained, any provision of the Declaration, By-Laws or Rules and Regulations affecting the Common Elements or all Unit Owners may be amended, modified, added to or deleted by affirmative vote of at least 66 2/3% in number and in Common Interest of all Unit Owners; provided, however, that the Common Interest appurtenant to each Unit may not be altered without the written consent of all Unit Owners directly affected thereby.

RIGHTS AND OBLIGATIONS OF UNIT OWNERS

Sales and Leases of Units

Each Residential Unit Owner may sell or lease his or her Unit provided he or she (the "Transferor") first gives the Condominium Board a right of first refusal, on behalf of all Unit Owners, notice of his or her intention to sell or lease such Unit and an opportunity to purchase or lease such Unit at the same price or rental and on the same terms as were offered in good faith by a prospective Purchaser or lessee, as more specifically provided in Article 8 of the By-Laws. If the Condominium Board does not elect to purchase or lease the Unit within thirty (30) days after receipt of the offering Unit Owner's notice, the Transferor will have an additional sixty (60) days to enter into a written agreement with the prospective Purchaser or lessee, as the case may be, embodying the terms set forth in said notice. In the event such written agreement is not executed by the Transferor within said sixty (60) day period or such sale or lease is not consummated within an additional sixty (60) days following the expiration of said sixty (60) day period, the Transferor will be required to again first offer the same to the Condominium Board, provided that the Condominium Board shall be entitled to waive, or to permit an extension of, either or both of such sixty (60) day periods. The Condominium Board may not exercise its option to purchase or lease any Unit without prior approval of a majority in interest of Unit Owners present in person or by proxy and voting at a meeting at which a quorum is present. In any vote of all the Unit Owners, the Transferor shall have the right to vote in any vote conducted by the Condominium Board for the purpose of determining whether the Condominium Board shall exercise its right of first refusal to purchase or lease the Transferor's Unit. Any such deed given by a Transferor shall provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, the By-Laws and the Rules and Regulations, as the same may be amended from time to time. Any such lease shall be consistent with the By-Laws and shall provide that it may not be materially modified, amended, or extended without the prior consent in writing of the Condominium Board, that the tenant shall not assign the lease or sublet the demised premises or any part thereof without the prior consent in writing of the Condominium Board, and that the Condominium Board, if permitted by applicable law, shall have the power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of such lease. The form of any such lease shall be a printed, reasonably applicable form of residential lease which is generally accepted in New York City such as an appropriate Real Estate Board of New York, Inc. or Blumberg form, except for such changes therein as provided in the By-Laws.

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

A Residential Unit Owner may lease, sell or convey his or her Residential Unit to a spouse, adult child or grandchild, parent, grandparent or adult sibling by gift, may devise his or her Residential Unit by will, or have it pass by intestacy, without complying with the foregoing restrictions; provided, however, that each succeeding Residential Unit Owner shall be bound by,

and his or her Residential Unit shall be subject to, the preceding restrictions. In addition, any Residential Unit Owner may lease, sell or convey his or her Residential Unit to a related or controlled individual or entity, as more particularly set forth in the By-Laws.

The restrictions upon the sale and lease of Units shall not apply to Sponsor with respect to any Unsold Units, or to Units acquired by a mortgagee in (i) foreclosure or where a mortgagee takes title to a Unit pursuant to the remedies in the mortgage or (ii) by deed or assignment in lieu of foreclosure or (iii) sell or lease a Unit acquired by the mortgagee or its assignee, and they shall be free to sell or lease without first offering to sell or lease to the Condominium Board.

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

A Unit may not be conveyed unless all unpaid Common Charges and liens against such Unit (other than Permitted Mortgages) are paid and/or satisfied at or prior to closing. In addition, the Condominium Board may establish reasonable fees for the processing of sale and lease notices, which shall be payable by the selling or leasing Unit Owner, as the case may be, to the Managing Agent.

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

Use of Units

Units shall be used only as a residence (except as described below), and not more than one family may occupy a Unit at one time. A Unit owned or leased by an individual, corporation, partnership, fiduciary or any other entity (including, but not limited to, embassies and consulates of foreign governments) may only be occupied by said individual, an officer, director, stockholder or employee of such corporation, a partner or employee of such partnership, the fiduciary or beneficiary of said fiduciary, a principal or employee or such other entity, respectively, or by members of the immediate family or guests of any of the foregoing. A Unit may be used as a professional office or for any other lawful purpose, provided such use is permitted by Law, does not violate the then existing Certificate of Occupancy covering the Building, and complies with Law.

The Condominium Board, may in its sole discretion, permit a Unit to be used for other purposes provided such use is permitted by law, such uses may include professional offices provided it does not violate the then existing Certificate of Occupancy and complies with all

applicable governmental regulations.

Notwithstanding the preceding paragraph, Sponsor or its designee may, without the permission of the Condominium Board (a) use or grant permission for the use of any Unsold Unit as a professional office or for any other purpose, provided such use is permitted by law, does not violate the then existing Certificate of Occupancy covering such Unit and the user of such Unit complies with all applicable governmental regulations and (b) retain ownership of one or more Units for use as models and sales, rental and/or promotion offices in connection with the sale or rental of other Units in the Condominium or in building in which principals of Sponsor may have an interest.

Each Unit Owner shall notify the Managing Agent in writing when a child or children under the age of eleven (11) years lives or resides (even temporarily) in the Unit. Each Unit Owner shall install, at such 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.

The current zoning law permits a person who resides in a Residential Unit to use up to 25% of the floor area of his Unit (but in no event to exceed 500 square feet) for certain home occupations including a fine arts studio, professional offices (e.g. lawyer, doctor or dentist) and teaching of not more than four persons. No transient tenant may be accommodated in a Unit, except in Unsold Units.

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

No nuisance, immoral, improper, offensive or unlawful use shall be allowed in the Building. All valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof relating to any portion of the Property shall be complied with at the sole expense of the respective Unit Owners or the Condominium Board, whoever or whichever shall have the obligation to maintain or repair such portion of the Property.

No "For Sale", "For Rent", "For Lease" or any other sign evidencing a similar purpose, or other window display or advertising shall be maintained or permitted in any Unit.

No awnings, air conditioning equipment or ventilators shall be installed or modified in the Building without prior written approval of the Condominium Board. No radio or television aerial or other similar device shall be erected on the roof or exterior walls of the Building or on the Property, without obtaining in each instance the written consent of the Condominium Board.

No pets other than dogs, caged birds, cats and fish (which do not cause a nuisance, health hazard or unsanitary condition) may be kept in a Residential Unit without the consent of the Condominium Board or the Managing Agent. In no event shall a Unit Owner be entitled to maintain more than two (2) pets in any Unit without the consent of the Condominium Board.

Each Unit Owner who keeps any type of pet in such Unit Owner's Unit will be required to abide by any and all reasonable Rules and Regulations of the Condominium Board adopted with respect thereto and may be required to enter into an agreement with the Condominium Board governing the maintenance of such pets 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.

Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness and each Unit Owner shall be obligated to maintain and keep in good order and repair his or her own Unit in accordance with the provisions of the By-Laws and the rules and regulations of municipal departments or agencies having jurisdiction thereof. The Rules and Regulations concerning the use of Units may be amended from time to time by the Condominium Board provided that copies thereof are furnished to each Unit Owner prior to the time that they become effective (except that no amendment thereof affecting the Unsold Units may be made unless agreed to by the Sponsor).

Further restrictions on the use and leasing of Units are set forth in the By-Laws and Rules and Regulations.

Mortgaging of Units by Unit Owners

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

In certain instances the consent of the mortgage representative is necessary in order to amend the Declaration, By-Laws or Rules and Regulations. The By-Laws provide that no more than three residential mortgage representatives shall be designated by the holders of mortgages (a) which satisfy the conditions set forth in the By-Laws (as described above) and (b) which holders of such mortgages are (i) Sponsor or its designee, (ii) a bank, trust company, insurance company, real estate investment or mortgage trust or (iii) a governmental or union employee, welfare, pension or retirement fund or system.

The Condominium Board must give the mortgagee and guarantor of the mortgage on any unit in a condo project the right to timely written notice of:

- Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage;

- Any 60-day delinquency in the payment of assessments or charges owed by the owner

of any unit on which it holds the mortgage;

• A lapse, cancellation, or material modification of any insurance policy maintained by the homeowners' association; and

• Any proposed action that requires the consent of a specified percentage of mortgagees.

Common Charges: Determination and Assessment

Common Expenses are included in their Common Charges, are allocated among Unit Owners in proportion to their respective Common Interests and shared between the Units as set forth in Schedule B. Common Expenses include, among other things, (a) all costs and expenses (including the payment of wages) in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Common Elements, (b) water charges and sewer rents in connection with the Building; (c) real estate taxes and assessments levied with respect to the Property (until the same are separately assessed to individual Units); and (d) amounts for certain other items as the Condominium Board may deem proper, such as amounts for reserves or in connection with the purchase or lease by the Condominium Board of any Unit.

In addition to bearing charges on Common Interest, the Condominium Board may also make allocations and assessment 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 law.

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

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

Common Charges: Collection and Lien for Non-Payment

Under the provisions of Section 339-Z of the New York Real Property Law and the By-Laws, the Condominium Board, on behalf of all Unit Owners, will have a lien on each but for unpaid Common Charges, together with interest thereon, assessed against such Unit in proportion to the respective Common Interests of the Units. All such liens, however, to the extent permitted by applicable law, will be subordinate to the lien of any first Permitted Mortgage of record and to liens for real estate taxes on the particular Unit. Any lien for unpaid Common Charges against a Unit will be effective from and after filing of a verified notice thereof in the Register's Office until all sums secured thereby with interest accrued thereon shall have been fully paid, or until six years from the date of filing (unless foreclosure of such lien is started within such six-year period), whichever shall occur sooner. The By-Laws provide that such liens

may be foreclosed by a suit brought in the name of the Condominium Board (acting on behalf of all Unit Owners) in like manner as the foreclosure of a mortgage on real property or an action may be brought by the Condominium Board to recover unpaid Common Charges without foreclosing such lien. In addition, the Condominium Board may assess Unit Owners a late charge of $.04 for each dollar of Common Charges which remain unpaid for more than ten (10) days after the date when due, and interest at the rate of 1.5% per month of such unpaid amounts less any "late charges" theretofore collected), plus all expenses of collection, including but not limited to reasonable attorneys' fees. Sponsor obligates itself to cause any members of the Board related to or affiliated with Sponsor to vote in favor of filing a lien against any Unsold Units owned by Sponsor with respect to which payments of Common Charges have not been made within thirty (30) days after the date when due.

No Unit Owner may be exempted from liability for his or her Common Charges by waiving use of any of the Common Elements or by abandonment of his or her Unit. No Unit Owner, however, will be liable for the payment of any part of the Common Charges assessed against his or her Unit subsequent to a permissible sale, transfer or other conveyance by him or her of such Unit. In addition, as more specifically set forth in the By-Laws, a Unit Owner may, by conveying his or her Unit without consideration to the Condominium Board and complying with certain conditions in connection therewith, exempt himself or herself from Common Charges thereafter accruing. Such conditions include the payment of all Common Charges and assessments then due and payable with respect to his or her Unit and such Unit being free and clear of all liens and encumbrances other than Permitted Mortgages. However, in no event shall Sponsor be permitted to convey any Unsold Unit to the Condominium Board and thereby exempt itself from Common Charges attributable to such Unit thereafter accruing, unless: (i) the aggregate Common Interests appurtenant to the Unsold Units constitutes 15% or less of the total Common Interests then appertaining to all Units; (ii) at least five years have elapsed from the date of the First Closing; and (iii) at the time of conveyance, Sponsor shall pay the Condominium Board a sum equal to the product of the then current monthly Common Charges for the Unsold Units being conveyed multiplied by 24.

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

Common Charges after the acquisition of title to such Unit. The Condominium Board will have the right to assess such unpaid balance as a Common Charge among all Unit Owners.

RPL §339-jj-Borrowing by Condominium

Subsection jj of Section 339 of the Real Property Law ("**RPL**"), authorizes the Condominium Board to incur debt provided that such debt (s) is incurred no earlier than the fifth anniversary of the First Closing and (b) is approved by Unit Owners owning Units to which there is appurtenant a majority of the Common Interests. Any such debt may be secured by future income and Common Charges in which event the Common Charges shall be deemed trust funds for the purpose of paying such debt. The Condominium Board cannot secure such debt by a lien on the Common Elements without the consent of all Unit Owners.

RPL §339-kk -Payment of Rent Where Default in Payment of Common Charges

Subsection kk of Section 339 of the RPL is applicable to all condominiums in the State of New York and is intended to provide additional financial protection for a condominium association if a Sponsor or other non-occupant unit owner of a residential unit fails to make monthly payments for common charges, assessments and late fees due in connection with such owner's units.

RPL §339-kk provides, by its terms, among other things, that with respect to unsold units of a Condominium owned by a Sponsor or by any other non-occupant until owned and occupied by a tenant:

(a) If payment of common charges, assessments or late fees by any non-occupant unit owner is more than sixty (60) days late after the expiration of any grace period within which they are due, payments from a tenant of such unit may become directly payable to the Condominium upon written notice by the Condominium to the tenant and the non-occupant unit owner. Where a majority of the Condominium Board has been elected by unit owners who are in occupancy of their respective units, the Condominium Board may elect not to require that the rental payments be paid to the Condominium. Once the common charges, assessments and late fees of the non-occupant unit owner have been brought current, the Condominium Board must notify the non-occupant unit owner and tenant within three (3) business days and thereafter the rent will be payable to the non-occupant unit owner or a designated agent.

(b) Payment by a tenant of rent or the amount required pursuant to the tenant's lease or statutory tenancy to the Condominium pursuant to the RPL §339- kk, relieves the tenant from the obligation to pay rent to the non-occupying unit owner.

(c) Any rights existing under any other laws are not limited by RPL §339-kk.

(d) A non-occupant unit owner who disputes a Condominium's claim to rental payment is entitled to present facts supporting such owner's position at the next scheduled meeting of the Condominium Board, which must be held within thirty (30)

days after receipt of notice that the unit owner seeks to dispute the Condominium's claim.

Sponsor makes no representation or guarantee that any Unit Owner (other than Sponsor), any tenant, or the Condominium, will in fact comply with RPL §339-kk, and Sponsor shall have no liability for their failure to do so. RPL §339-kk does not address a number of issues. Accordingly, Sponsor makes no representation as to (i) RPL §339-kk's effect on the lien priority of a loan heretofore or hereafter made to a non-occupant owner and secured by the unit, or whether RPL §339-kk's enactment or compliance therewith by a tenant constitutes a default by the unit owner under said loan, (ii) RPL §339-kk's effect on assignments of leases and rents given by a non-occupant owner to a mortgagee in connection with purchase-money financing or otherwise, (iii) the Condominium's remedies if a tenant fails or refuses to make rental payments to the Condominium Board after notice from the Condominium Board (in accordance with RPL §339-kk) to do so, (iv) the consequence of the Condominium Board's failure to give notice to a tenant (i.e., does failure constitute a waiver of the Condominium's rights?), or (v) who is responsible for designating an agent to whom rental payments are to be made after the non-occupant unit owner is brought current in payment of common charges, assessments and late fees.

Finally, no representation is made about the tax effects of RPL §339-kk.

All prospective purchasers should review RPL §339-kk to determine its effects on their own situation.

Repairs to and Maintenance of Units and Common Elements

Generally, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary, (a) in or to any Unit (other than to the Common Elements), including the heating and cooling systems, the plumbing, appliances in the respective units, and the interior side of entrance doors thereto, will be made by the owner of such Unit at such Unit Owners sole cost and expense, and (b) in or to the Common Elements will be made by the Condominium Board and the cost and expense thereof will be charged to all Unit Owners.

Notwithstanding the above, all normal maintenance, repairs and replacements of any Terrace or other Limited Common Element shall be made by the Unit Owner having access to same, at his own cost and expense, but any structural or extraordinary repairs or replacements to such Terrace (including any leaks which are not caused by the negligence of the Unit Owner having access to the same) or other Limited Common Element will be made by the Condominium Board and the cost and expense thereof will be charged to all Unit Owners as a Common Expense. Any Unit Owner having access to a Terrace shall keep it free of snow, ice and accumulation of water. In accordance with the By-Laws, the type, size and quantity of plantings and other installations to be placed on Terraces by Unit Owners and the rights of such Unit Owners to paint and decorate the Terraces shall be subject to the prior written approval of the Condominium Board.

The interior glass surfaces of all windows located in any Unit shall not be colored or

painted and are to be washed and cleaned by the Unit Owner at such Unit Owner's sole cost and expense. The exterior glass surfaces of all windows are to be washed and cleaned by the Condominium Board and the cost thereof shall be a Common Expense. Any replacement of glass windows in any Unit because of breakage or otherwise shall be made by the Unit Owner thereof at the sole cost and expense of the Unit Owner (unless such breakage is caused by the Condominium Board or the negligence of any other Unit Owner, in which event such replacement of glass windows will be at the sole cost and expense of the Condominium Board or such Unit Owner).

If any repairs or replacements to the Common Elements, whether structural or nonstructural, ordinary or extraordinary, are necessitated by the negligence, misuse or abuse of a Unit Owner or such Unit Owner's agents, workers, guests, etc., such maintenance, repairs or replacements will be made by the Board, and any portion of the cost thereof which is not covered by the insurance maintained by the Board shall be paid by such Unit Owner.

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

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

Alterations, Additions and Improvements of Units and Common Elements

No Unit Owner may make any structural alteration, addition, improvement or repair in or to his or her Unit without the prior written approval of the Condominium Board and as more fully set forth in the By-Laws. This provision does not apply to an Unsold Unit. Except as otherwise permitted in the By-Laws, no Residential Unit Owner may make any alterations addition, improvement or repair in or to the Common Elements without the prior written approval of the Condominium Board.

Sponsor shall have the right, without the approval of the Condominium Board, the Selling Agent, the Managing Agent, other Unit owners, or representatives of holder of Mortgages against Units to: (a) make alterations additions, improvements, or repairs in or to any Unsold Units, whether structural or non-structural, interior or exterior, ordinary or extraordinary, and (b) subdivide, combine and change the boundary walls of Unsold Units (See the Section of the Plan entitled "**Changes in Prices and Units**" for further discussion.)

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 Condominium Board shall have

the right to reasonably approve the Unit Owner's contractors and suppliers and may, at its option, require the Unit Owner to execute an agreement in form and substance satisfactory to the Condominium Board setting forth the terms and conditions under which such alteration, addition, improvement or repair may be made, including, without limitation, the days and hours during which any work may be done. Any Unit Owner making or permitting an alteration, addition, improvement or repair in its Unit is required by the By-Laws to (i) obtain such insurance as the Board or the Managing Agent may require, (ii) indemnify the Board and the Managing Agent against any liability arising from the work, and (iii) reimburse the Board for any architectural, engineering and legal fees incurred in connection with such work.

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

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

Generally, all alterations or improvements in or to the Common Elements which are not Limited Common Elements will be made by the Condominium Board and the cost and expense thereof will be charged to all Unit Owners as a Common Expense.

The Sponsor may erect, maintain, repair and replace, or permit its tenants to erect, maintain, repair or replace, from time to time, one or more signs on the Property for the purpose of advertising the availability for sale or rental of any Unsold Unit or the operation of any business of Sponsor, a tenant, occupant or managing agent, including, but not limited to, signs on the facade of the Building, in the Lobby and on any awnings, canopies or other protrusions from the facade of the Building.

Insurance

The Condominium Board is required to obtain and maintain the forms of insurance described in the Section entitled "Rights and Obligations of the Condominium Board/Summary of By-Laws" and as set forth on Schedule B. The Condominium Board is not required to obtain or maintain any insurance with respect to any property contained in a Unit and does not include liability insurance of a Unit Owner arising from an occurrence within his own Unit.

Consequently, individual Unit Owners are strongly urged to consider obtaining casualty insurance with respect to the fixtures, furniture, furnishings and other personal property located within their respective Units and liability insurance with respect to occurrences in or about their respective Units.

Notwithstanding anything contained herein to the contrary, the proceeds of all policies of physical damage insurance maintained by the Condominium Board shall be payable to the Condominium Board in the event of a loss amounting to $1,000,000 or less. In the event that such proceeds are in excess of $1,000,000, such proceeds shall be payable to a New York City bank or trust company designated by the Condominium Board as insurance trustee pursuant to the provisions of the By-Laws. The insurance trustee shall hold all such proceeds in accordance with Section 254-(4) of the New York Real Property Law.

Rights of Access

As more fully set forth in the By-Laws, the Condominium Board and any managing agent, manager, superintendent and other persons authorized by the Condominium Board, will have a right of access to any Unit for the purposes of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in the Unit or elsewhere in the Building, to remove violations, cure defaults by a Unit Owner, correct any condition originating in any Unit and threatening another Unit or any Common Element, and for any other purposes provided in the Plan, Declaration or as may be required by law or governmental regulation, provided that requests for entry (except in emergency situations) are made in advance and that any such entry (except in emergency situations) is at a time reasonably convenient to the Unit Owner and the tenants of any Unit. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. Provided reasonable care is exercised to safeguard the Unit Owner's property, any entry described herein shall not render the Condominium Board or its authorized agents liable for damage incurred in connection with the exercise of such right of entry. In addition, Sponsor and its contractors, subcontractors, agents and employees will have a right of access to each Unit and to all of the Common Elements for purposes of performing certain alterations and repairs in or about Unsold Units and in fulfilling Sponsor's obligations under this Plan, provided that access to any Unit may not be exercised in such a manner as will unreasonably interfere with the use of such Unit for its permitted purposes.

By-Laws and Rules and Regulations

Each Unit Owner must strictly comply with the provisions of the Condominium Documents. Pursuant to Section 339(j) of the Condominium Act, failure to comply is grounds for an action for damages or injunctive relief, or both, but such forms of relief shall not be exclusive of other remedies provided by law. The By-Laws, together with the Rules and Regulations, will be recorded with the Declaration in the Register's Office.

Amendments to Condominium Documents

Generally, subject to certain exceptions concerning, among other things, Sponsor, and

Unsold Units, and provided that required consents of the mortgage representatives, if any, are obtained, any provision of the Declaration, By-Laws or Rules and Regulations affecting the Common Elements or all Unit Owners may be amended, modified, added to or deleted by affirmative vote of at least 66 2/3% in number and in Common Interest of all Unit Owners; provided, however, that the Common Interest appurtenant to each Unit may not be altered without the written consent of all Unit Owners directly affected thereby.

Examination of Books and Records

Each Unit Owner and each mortgagee of a Unit shall be permitted twice during any calendar year, upon prior request, to examine the books of account of the Condominium and other records of the Condominium during normal business hours on business days at the office of the Managing Agent. Managing Agent: Hoffman Management, 300 West 55th Street, New York, New York 10019.

Self-Help

In the event that any Unit Owner fails to maintain or repair his or her Unit or any Limited Common Elements appurtenant to such Unit, if any, or in the event of any breach of the Condominium Documents, then, as set forth in Article 9 of the By-Laws, the Condominium Board shall have certain rights to perform such maintenance or repairs, or to cure such breach, at such Unit Owner's expense.

RIGHTS AND OBLIGATIONS OF THE CONDOMINIUM BOARD SUMMARY OF BY-LAWS

Condominium Board

The affairs of the Condominium shall be governed by the Condominium Board, which shall initially be comprised of three (3) members. Initially, the two (2) of the Condominium Board members shall be designated by Sponsor. The initial members of the Board are Marc Shore and Eric Schwartz. On or about the first anniversary of the First Closing, the Condominium Board will call for the first annual meeting of Unit Owners. At such meeting, the incumbent Condominium Board shall resign and, subject to Sponsor's right to designate members of the Condominium Board, the Unit Owners shall elect a new Condominium Board consisting of three (3) members. (See the Sections of this Plan entitled "**Meetings and Votes of Unit Owners**" and "**Control by Sponsor**"). Thereafter, at each annual meeting, members of the Condominium Board shall be elected and shall serve until the next annual meeting thereof and until a successor has been elected and qualified.

Except for the Condominium Board members designated by Sponsor, all members of the Condominium Board must be either Unit Owners or certain interested parties as described in the By-Laws. No member of the Condominium Board shall continue to serve on the Condominium Board if, during his or her term of office, said member shall cease to be a Unit Owner or an interested party. All Board members shall serve without compensation.

Powers and Duties of and Determinations by the Condominium Board

The Condominium Board shall have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium. Generally, all determinations with respect to the administration of the affairs of the Condominium shall be made by the Condominium Board.

As more fully set forth in the By-Laws, all determinations required to be made by the Condominium Board shall be by majority of the votes cast at any meeting at which a quorum is present.

Notwithstanding anything to the contrary contained herein, the Condominium Board may not without Sponsor's prior written consent, for the period ending five (5) years from the First Closing or whenever the Unsold Units constitute less than 25% of the Common Interest, whichever is sooner: (a) make any addition, alteration, or improvement to the Common Elements or to any Unit; (b) assess any Common Charges for the creation or replacement of, or addition to, all or part of a reserve, contingency, or surplus fund; (c) increase or decrease the number or change the kind of employees from that described in the First Year's Budget; (d) enter into any service or maintenance contract for work or otherwise provide services in excess of those set forth in the First Year's Budget, except as is required to reflect normal annual increases in operating services; or (e) borrow money on behalf of the Condominium; or (f) exercise a right of first refusal to lease or purchase a Unit; provided, however, that Sponsor's written consent is not necessary to perform any function or take any action described in clauses (a) through (f) above, if, and only if, the performance of such function or the carrying out of such action is necessary (and no alternatives is available) to enable the Condominium Board to: (i) comply with Law; or (ii) remedy any notice of violation; or (iii) remedy any work order of the Condominium's insurer. Sponsor shall have no right to veto any expenses if same are currently contained in Schedule B.

Meetings and Votes of Unit Owners

Annual meetings of Unit Owners shall be held within approximately thirty (30) days of each anniversary of the first annual meeting. At such meetings, the Unit Owners shall elect the three (3) member Condominium Board, subject to any rights of Sponsor to designate Condominium Board members, and there shall also be transacted such other business as may properly come before such meetings. In addition, special meetings may be held from time to time pursuant to the By-Laws. The Secretary of the Condominium Board shall mail a notice of each annual or special meeting to all Unit Owners of record. The notice, which will be given at least (5) five days prior to any such meeting, shall state the purpose of the meeting as well as the time and place where it is to be held. Except as otherwise provided in the By-Laws or Declaration, at all meetings of Unit Owners, the presence in person or by proxy of Unit Owners owning more than forty (40%) percent of the Common Interests attributable to all Units shall constitute a quorum and a majority of the votes cast at any such meeting at which a quorum is present shall be binding upon all Unit Owners.

At all meetings, each Unit Owner (or his proxy) entitled to vote thereat (including Sponsor or its designees with respect to Unsold Units) shall be entitled to cast one vote for each .0001% of interest in the Common Elements attributable to his Unit or Units (provided, however, that if Sponsor or its designee has exercised its right to designate a Board member, it shall not be entitled to vote for Board members in addition to those it has designated).

Officers

The principal officers of the Condominium shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Condominium Board. The Condominium Board may appoint additional officers. None of the officers of the Condominium need be Unit Owners or have any interest therein or be Condominium Board members until the first organizational meeting of the Condominium Board following the first annual meeting. Thereafter, the President and Vice President must be members of the Condominium Board. Except as otherwise provided by the Condominium Board, no officer shall receive any compensation for acting as such. The By-Laws provide that all instruments of the Condominium are to be executed by any two officers thereof or by such other person or persons as may be designated by the Condominium Board. However, any significant expenditure by the Condominium Board must be countersigned by two members of the Condominium Board. If, for any reason whatsoever, one member refuses to countersign such an expenditure which has been authorized, the Condominium Board shall designate and authorize another Board member to countersign the expenditure.

Repair or Reconstruction after Fire or Other Casualty

In the event that the Building or any part thereof is damaged or destroyed by fire or other casualty, the Condominium Board will, except as set forth below, arrange for the prompt repair and restoration thereof (including each Unit, but excluding fixtures, furniture, furnishings or other personal property not constituting a part of such Unit).

If the Building is damaged or destroyed by fire or other casualty and the insurance proceeds are insufficient to cover, or exceed, the cost of repairs and restoration, the deficit or surplus, as the case may be, will be shared entirely by all Unit Owners in proportion to their respective Common Interests. Notwithstanding anything in this paragraph to the contrary, no payment of surplus insurance proceeds shall be made to a Unit Owner until there has first been paid out of his or her share of such funds such amounts as may be necessary to reduce unpaid liens on his or her Unit, other than mortgages which are not Permitted Mortgages, in the order of priority of such liens. The provisions of this paragraph are subject to the next paragraph.

If 75% or more of the Building is destroyed or substantially damaged by fire or other casualty and if 75% or more in Common Interest of all Unit Owners do not promptly resolve to proceed with the repair or restoration thereof, the Building will not be repaired and the Property shall be subject to an action for partition instituted by any Unit Owner or lienor, as if owned in common, in which case the net proceeds of sale, together with the net proceeds of insurance policies, shall be divided among all Unit Owners in proportion to their respective Common Interests, provided, however, that no payment shall be made to a Unit Owner until there has first

been paid out of his or her share of such funds such amounts as may be necessary to discharge all unpaid liens on his Unit (other than mortgages which are not Permitted Mortgages) in the order of the priority of such liens.

Notwithstanding anything contained herein to the contrary, the proceeds of all policies of physical damage insurance maintained by the Condominium Board shall be payable to the Condominium Board in the event of a loss amounting to $1,000,000 or less. In the event that such proceeds are in excess of $1,000,000, such proceeds shall be payable to a New York City bank or trust company designated by the Condominium Board as insurance trustee pursuant to the provisions of the By-Laws. The insurance trustee shall hold all such proceeds in accordance with Section 254-(4) of the New York Real Property Law.

The By-Laws shall contain a prohibition against any unit owner or any other party having priority over any rights of the mortgagees of the Permitted Mortgages in the case of payment to the Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of a Unit and/or Common Elements.

Insurance

The Condominium Board is required to obtain and maintain, in accordance with the provisions of the By-Laws and as set forth on Schedule B, to the extent obtainable and to the extent determined by the Condominium Board to be appropriate, the following insurance(1) fire insurance with extended coverage normal for a condominium of this type, vandalism and malicious mischief endorsements insuring the Building, including each Unit and the equipment installed therein on the date of recordation of the Declaration or installed thereafter by the Sponsor, or replacements thereof, partitions, floors, and ceilings within the Units, together with all service and other machinery contained therein (but not including wall, ceiling or floor decorations or coverings or fixtures, appliances, furniture, furnishings or other personal property supplied or installed by Unit Owners or tenants of Unit Owners) covering the interests of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their respective interests may appear, in an amount equal to the agreed upon replacement value of the Building or such other amount as shall be adequate to prevent the Condominium from becoming a coinsurer in the event of casualty loss (exclusive of the costs of excavation and foundations,) without deduction for depreciation, as determined by the Board of Managers. Each of said policies shall contain a Condominium Property Endorsement and 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 such mortgagee as its interest may appear, subject however, to the loss payment provisions in favor of the Board of Managers or the Insurance Trustee, if any, as herein provided; (2) boiler and machinery insurance; (3) Officers and Directors liability insurance covering officers and members of the Board of Managers; (4) comprehensive general liability insurance covering each Member and officer of the Board of Managers, the managing agent, each unit Owner, in such limits as the Board of Managers may deem proper, covering all claims for bodily injury or property damage arising out of an occurrence in the Common Elements and covering cross liability claims of one insured against another (but not covering the liability of a Unit Owner arising from occurrences within his own Unit); (5) crime insurance and (6) such other insurance as the Board of Managers may determine.

The fire insurance policies shall contain a New York standard mortgagee clause in favor of each Permitted Mortgagee which shall provide that the loss, if any, thereunder shall be payable to such Permitted Mortgagee as its interest may appear, subject, however, to the loss payment provisions described in the By-Laws.

The amount of fire insurance and all risk extended coverage to be maintained until the first Condominium Board meeting following the First Annual Meeting of the Unit Owners shall be in at least the sum set forth in the First Year's Budget.

All policies of physical damage insurance shall contain, to the extent obtainable, waivers of subrogation and waivers of any defense based on (i) co-insurance, (ii) other insurance, (iii) invalidity arising from any acts of the insured or (iv) pro rata reduction of liability, and shall provide that such policies may not be cancelled or substantially modified without at least ten days' prior written notice to all of the insured, including all Unit Owners and Permitted Mortgagees. Duplicate originals or certificates of insurance of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all Unit Owners and Permitted Mortgagees at least ten days prior to the expiration of the then current policies.

The Condominium Board shall also be required to obtain and maintain, to the extent obtainable, comprehensive general liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Property, in such limits as the Condominium Board may from time to time determine, covering (1) the Condominium Board, the Managing Agent or agents thereof, each Condominium Board member and each officer and employee of the Condominium, and (2) each Unit Owner, except that such policy will not cover liability of a Unit Owner arising from occurrences within his or her own Unit or within the Limited Common Elements, if any, exclusive to his or her Unit. The Condominium Board shall review such limits not less than once each year. Until the first meeting of the Condominium Board following the First Annual Meeting of Unit Owners, such liability insurance shall be in at least the sum set forth in Schedule B with respect to bodily injury and property damage, combined single limit. The insurance discussed above shall also include cross-liability claims of one insured against another.

Any insurance maintained by the Condominium Board may provide for such deductible amounts as the Condominium Board determines. The premiums for all insurance referred to above shall be a Common Expense.

Unit Owners shall not be prohibited from carrying other insurance for their own benefit, provided that all such policies shall contain waivers of subrogation, if available, and further provided that the liability of the carriers issuing insurance obtained by the Condominium Board shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

Liability of the Condominium Board and Unit Owners

Every contract made by the Condominium Board or by any managing agent or manager thereof shall state that (a) it is made only as agent for all Unit Owners and the Condominium Board members or managing agent or manager shall have no personal liability thereon (except in their capacities as Unit Owners) and (b) the liability of any Unit Owner with respect to such contract shall be limited to such proportionate share of the total liability as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners. To the extent permitted by Law, the Condominium Board members shall have no liability to Unit Owners except that a Condominium Board member shall be liable for his own bad faith or willful misconduct. All Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each Condominium Board member against any liability or claim except those arising out of such member's own bad faith or willful misconduct. The Condominium Board may contract any transaction with any Condominium Board member, any Unit Owner, Sponsor, or any affiliate of any of them without incurring any liability for self-dealing except in cases of bad faith or willful misconduct.

Reports to Unit Owners

An annual report of the receipts and expenditures of the Condominium, certified by an independent certified public accountant, shall be submitted by the Condominium Board to all Unit Owners within four months after the end of each fiscal year.

Amendments to Condominium Documents

Generally, subject to certain exceptions concerning, among other things, Sponsor, and Unsold Units, and provided that required consents of the mortgage representatives, if any. are obtained, any provision of the Declaration, By-Laws or Rules and Regulations affecting the Common Elements or all Unit Owners may be amended, modified, added to or deleted by affirmative vote of at least 66 2/3% in number and in Common Interest of all Unit Owners; provided, however, that the Common Interest appurtenant to each Unit may not be altered without the written consent of all Unit Owners directly affected thereby.

No amendment, modification, addition or deletion of the Declaration, By-Laws or Rules and Regulations (other than those required by law) shall be effective (a) against Sponsor or any Unsold Unit unless Sponsor has given its written consent thereto, or (b) against the holder of any mortgage, pledge or other lien or security interest covering any Unsold Unit unless such holder has given its prior written consent thereto.

Termination of Condominium

The Condominium shall continue and the Property shall not be subject to an action for partition (unless terminated by casualty loss, condemnation or eminent domain as provided in the By-Laws) until such time as the Property shall be withdrawn from the provisions of the Condominium Act as a result of the vote to do so of at least 100% in number and in Common Interest of all Unit Owners. Such vote shall not be effective, however, unless written consents are

obtained from the mortgage representatives, if any.

In the event of withdrawal, the Property shall be subject to an action for partition by any Unit Owner or any lienor as if owned in common, in which event the net proceeds of the sale shall be divided among all Unit Owners in proportion to their respective Common Interests after first applying the share of the net proceeds of such sale otherwise payable to any Unit Owner to the payment of any liens on his Unit (other than mortgages which are not Permitted Mortgages), in the order of priority of such liens.

Units Acquired by Condominium Board

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

The purchase of any Unit by the Condominium Board on behalf of the Unit Owners may be made from the funds deposited in the capital and/or expense accounts of the Condominium Board. If the funds in such account is insufficient to effectuate any such purchase, the Condominium Board may levy an assessment against each Unit Owner in proportion to his or her respective Common Interest, as a Common Charge and/or the Condominium Board may, in its discretion, finance the acquisition of such Unit; provided, however, that financing may only be obtained when permitted by the By-Laws and that no such financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit to be purchased together with its appurtenant interests in the Common Elements.

Procedure to Review Real Estate Tax Assessments

The Condominium Board, on behalf of and as agent for all Unit Owners, will be authorized to commence, pursue and settle certiorari proceedings to obtain reduced real estate tax assessments with respect to Units. All Unit Owners will share the costs in connection therewith and the benefits derived therefrom based on their respective Common Interests. In the event any Unit Owner individually seeks to have the assessed valuation of his or her Unit reduced by bringing a separate certiorari proceeding, the Condominium Board, if necessary for such proceeding, will execute any documents or other papers required for, and otherwise cooperate with such Unit Owner in pursuing, such reduction, provided that such Unit Owner indemnifies the Condominium Board from all claims, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from such proceedings.

Mechanic's Liens

Under the provisions of the Condominium Act, no lien of any nature may arise or be created against the Common Elements except with the unanimous consent of all Unit Owners affected thereby. Liens may arise or be created against only the several Units and their respective Common Interests. Labor performed on, or materials supplied to, a Unit may not be the basis for a mechanic's lien against the Unit of a Unit Owner not expressly consenting to or requesting

such work, except in the case of emergency repairs. No labor performed on, or materials finished to, the Common Elements shall be the basis for a lien thereon but all Common Charges received by the Condominium Board shall constitute trust funds for the purpose of paying the cost of labor performed or materials furnished at the request or with the consent of the Condominium Board or the Managing Agent for the Common Elements.

Easements

In order to facilitate the operation and maintenance of the Building and the sale or leasing of Units therein, each of the Units will be subject to certain easements including easements in favor of Sponsor, other Unit Owners and the Condominium Board. These easements, which are more particularly set forth in the Declaration, include an easement of support and necessity in favor of all other Units and the Common Elements, and an easement in favor of each Unit Owner to use, operate, maintain, repair, alter, rebuild, restore and replace the Common Elements located in his or her Unit or elsewhere on the Property, provided that such easements shall be exercised by the Condominium Board in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes. In addition, Sponsor shall have an easement to erect, maintain, repair and replace any sign permitted by law on the Property for the purposes of advertising the sale of any Unit, the leasing of space in any Unit and the operation of any business of a tenant or occupant of any Unit.

The Declaration and By-Laws

A copy of the Declaration and a copy of the By-Laws are set forth in Part II of the Plan. A prospective Purchaser should read the Plan in its entirety.

The Condominium shall continue and the Property shall not be subject to an action for partition (unless terminated by casualty loss, condemnation or eminent domain as provided in the By-Laws) until such time as the Property shall be withdrawn from the provisions of the Condominium Act as a result of the vote to do so of at least 100% in number and in Common Interest of all Unit Owners. Such vote shall not be effective, however, unless written consents are obtained from the mortgage representatives, if any.

In the event of withdrawal, the Property shall be subject to an action for partition by any Unit Owner or any lienor as if owned in common, in which event the net proceeds of the sale shall be divided among all Unit Owners in proportion to their respective Common Interests after first applying the share of the net proceeds of such sale otherwise payable to any Unit Owner to the payment of any liens on his Unit (other than mortgages which are not Permitted Mortgages), in the order of priority of such liens.

Any provisions of the Declaration and By-Laws that give Sponsor control of the enforcement of Sponsor's obligations are not lawful. If there are non-sponsor members of the board, and there is a vote on whether to sue the Sponsor, Sponsor's board representatives cannot lawfully vote on that issue.

REAL ESTATE TAXES

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

The value of a property for real estate tax purposes is determined annually by the Property Division of the Department of Finance of The City of New York. Each year the Property Division fixes the "actual" assessment of a property based upon its market value. Under Article 18 of the Real Property Assessment Tax Law, changes in a property's actual assessed value from one year to another attributable to changes in its market value other than those due to new construction or alteration are phased in over five (5) years in equal annual increments or decrements of twenty (20%) percent per year, resulting in a "transitional" assessment for the property which is also determined each year. For any given year, taxes are based on the lower of the "actual" or "transitional" assessed value.

It is estimated that the aggregate real estate taxes attributable to all Unit Owners during the first year of Condominium ownership is based upon an estimate that the aggregate real estate taxes for the Units for such first year will be approximately $39,748.00 based on an opinion prepared by Goldberg Weprin Finkel Goldstein LLP ("Goldberg Letter") dated February 17, 2016, which assumes the following:

Based on the Goldberg Letter, the assessed value of the building upon transfer to the Condominium will be $344,350.00. This is based as follows:

Period of January 1, 2017 to June 30, 2017:

Estimated $140 per square foot cost of renovation multiplied by square footage of 6,260 for Full Market Value of Conversion of Building	$ 876,400
Estimated $250 per square foot cost for Three story vertical addition of 3,669 square feet	$ 917,250
Estimated $200 per square foot fair market value for the land multiplied by lot size of 2,510 = Full Market Value of Land	$ 502,000
Fair Market Value of Building Component & Land Component	$ 2,295,650
Estimated Assessed Value of Building Component & Land Component @ 45% of Market Value	$ 267,168

The Estimate Class 2 Tax Rate of 13.00 per hundred multiplied by estimated Assessed Value:	
Estimated Real Estate Taxes rounded	**$ 34,731**
Period of Jan through December 31, 2017	
Estimated $140 per square foot cost of renovation multiplied by square footage of 6,260 for Full Market Value of Conversion of Building	$ 876,400
Estimated $250 per square foot cost for Three story vertical addition of 3,669 square feet	$ 917,250
Estimated $200 per square foot fair market value for the land multiplied by lot size of 2,510 = Full Market Value of Land	$ 502,000
Fair Market Value of Building Component & Land Component	$ 2,295,650
Estimated Assessed Value of Building Component & Land Component @ 45% of Market Value	$ 1,344,350
The Estimate Class 2 Tax Rate of 13.00 per hundred multiplied by estimated Assessed Value:	
Estimated Real Estate Taxes rounded	**$ 44,765**

Therefore, the estimate for real estate taxes for the first year of condominium operations, January 1, 2017 to December 31, 2017 is $39,748.00

SPONSOR MAKES NO REPRESENTATION THAT THE ASSESSED VALUE OF THE PROPERTY, THE ESTIMATED ALLOCATIONS OR THE TAX RATE WILL NOT BE CHANGED.

Sponsor makes no representation that the assessed value of the property, the estimated allocation or the tax rate will not be changed.

Schedule A allocates the projected real estate taxes payable by Unit Owners according to each Unit's percentage of Common Interest. However, it is possible that the tax assessor of the City of New York may allocate assessments on a basis that differs from the allocation of interests in the Common Interest.

Separate Assessment of Units

It is intended that Units will be separately assessed on their closing date. In the event that Units have not been separately assessed for real estate tax purposes prior to the first closing of title to a Unit, Sponsor will place in escrow in the name of the Board of Managers an amount equal to the unpaid real estate taxes which it is estimated will be levied against the Property for the six (6) month period following the first closing of title or until the Units are separately assessed, whichever is shorter. The Board of Managers shall pay the real estate taxes from this escrow account when they become due and payable, and Sponsor shall collect, as a closing adjustment, reimbursement from Unit Owners at closing of title, until the Units are separately assessed. Such reimbursement shall include the amount remaining in the escrow fund which is allocable to the particular Unit's Common Interest.

To provide for the possibility that Units may still not be separately assessed for real estate tax purposes at the end of the six (6) month period referred to above, Purchasers shall be required at closing to enter into an agreement with Sponsor whereby they will agree to deliver to Sponsor within ten (10) days after request therefor, a check payable to the appropriate taxing authority in the amount necessary to cover the Purchaser's percentage of taxes due after the six (6) month period and prior to separate assessment. Sponsor's request shall contain a copy of the relevant tax bill, and the calculation of the Purchaser's portion. In the event the Purchaser is obtaining a mortgage loan to finance the purchase of his/her Unit and the mortgage provides for an escrow to cover real estate taxes, then the Purchaser must execute at closing an authorization to the mortgagee, and the mortgagee must enter into an agreement with Sponsor at closing, obligating such mortgagee to make the tax payments described above, if necessary, until Units are separately assessed.

The review and (if any) protest of real estate tax assessments will be the responsibility of the Board of Managers of the Condominium.

There are no tax certiorari proceedings pending.

In accordance with the By-laws, the Board shall have the right to deliver the documents necessary to commence, pursue, compromise or settle certiorari proceedings to obtain reduced

real estate assessments with respect to Units for the benefit and on behalf of (i) all electing Units Owners, or (ii) for individual Unit Owners.

INCOME TAX DEDUCTIONS TO UNIT OWNERS AND TAX STATUS OF CONDOMINIUM

The following discussion of certain income tax consequences of the ownership of a Unit as was prepared by Sponsor based, in part, upon the income tax opinion of Meister Seelig & Fein LLP, counsel to Sponsor, a copy of which is set forth in Part II of this Plan.

MEISTER SEELIG & FEIN LLP IS COUNSEL TO SPONSOR AND NOT THE UNIT OWNERS. EACH PURCHASER SHOULD CONSULT ITS OWN TAX COUNSEL AS TO THE TAX CONSEQUENCES OF UNIT OWNERSHIP UNDER THE PLAN.

Income Tax Deductions to Unit Owners

Each Residential Unit Owner will own his or her Unit and its appurtenant interest in the Common Elements in fee simple and each Unit will be a separate tax lot for purposes of New York City real estate taxes and assessments. Since each Unit Owner will own his or her Unit in fee simple, the Unit Owner may mortgage such Unit and become individually liable for the payment of the principal and any finance charges or interest on such mortgage indebtedness.

It is the opinion of Meister Seelig & Fein LLP that a Residential Unit Owner who uses his or her Unit as a personal residence will, under present law, for Federal, New York State and New York City income tax purposes, be entitled to a deduction for mortgage interest and real estate taxes in the year paid in the case of cash basis taxpayers or accrued in the case of other taxpayers, subject to certain exceptions and limitations which are more particularly discussed in the Attorney's Income Tax Opinion. Purchasers should note that mortgage interest is deductible generally only with respect to (1) secured debt used to acquire, construct or substantially improve a principal or second residence (or which constitutes a refinancing of such debt to a total indebtedness of $1 million), plus (2) other debt (not in excess of $100,000) secured by a principal or second residence. Interest on home mortgage debt in excess of these limitations would not be deductible. In addition, Residential Unit Owners should note that special limitations may apply to the deductibility of points and prepaid interest, if any, on their mortgage loans and to the overall allowance of itemized deductions.

Tax Status of the Condominium

If the Condominium meets the requirements for qualification as a "homeowners association" under Internal Revenue Code Section 528, which requirements are discussed in the Attorney's Income Tax Opinion. it may elect not to be subject to Federal income tax on amounts received as membership dues, fees or assessments from Unit Owners. If such an election is made, the Condominium will remain liable for Federal income tax on any taxable income it may have from other sources such as interest earned on any reserve fund (less expenses directly connected with the production of such income).

If the Condominium does not qualify as a homeowners association, or if it does but chooses not to make the necessary election, it will be taxable as a Corporation for Federal and New York State income tax purposes.

The qualification of an organization as a homeowners association is determined annually at the close of each taxable year, and it is possible that if the Condominium does not qualify in one year, it may nevertheless qualify in one or more future years.

No warranties are given that the Internal Revenue Service, the New York State Department of Taxation and Finance or the Department of Finance of the City of New York will allow the aforementioned deductions for mortgage interest and real estate taxes. There is also no assurance that the tax laws or the regulations or rulings issued thereunder, or any judicial interpretation thereof upon which Meister Seelig & Fein LLP, as counsel to Sponsor, bases its opinion, will not change. In no event will Sponsor, Meister Seelig & Fein LLP, the Selling Agent, the Managing Agent or any other person connected with this offering be liable if at any time it is held that the Unit Owners, or any of them, are not entitled to such income tax deductions. In addition, none of the aforesaid give any warranties with respect to the tax consequences of the Plan or the tax consequences of ownership of any Units offered under the Plan, and no one has been authorized to give any warranties.

OPINION OF COUNSEL

Sponsor has been advised by Meister Seelig & Fein LLP that each Unit Owner who itemizes deductions will be entitled under present law to deduct for Federal and New York State income tax purposes the real estate taxes assessed against his/her Unit and paid by him/her, and the amount paid by the Unit Owner on account of interest on any mortgage indebtedness covering the Unit, if the Unit is his/her primary or secondary residence. The deductions are subject to certain exceptions and limitations which are more particularly discussed in the Opinion of Counsel which follows.

With respect to the taxability of the Condominium, Section 528 of the Internal Revenue Code provides that condominiums are taxable in a manner similar to corporations except to the extent that their income is received as membership dues, fees or assessments from the Owners of the Units and provided that substantially all of the expenditures are for management, maintenance and care of the condominium property. Since the Condominium would qualify under said section of the Internal Revenue Code, if it elects to be covered thereby, only income from the sale or lease of Units owned by the Condominium or its designee on behalf of all Unit Owners and income from sources which do not qualify as membership dues, fees or assessments will be subject to tax. If the Condominium is required to pay taxes, the amount thereof will be additional Common Expenses, assessed to all Unit Owners as part of the Common Charges.

Schedule A contains estimates of the amount of real estate taxes that may be assessed against a Unit. A Unit Owner may be entitled to deduct some or all of such taxes actually paid for Federal and New York State income tax purposes under present law.

No warranties are made that either the Internal Revenue Service or the New York State Department of Taxation and Finance will continue to allow the aforementioned deductions for real estate taxes and/or mortgage interest to Unit Owners. Sponsor and Meister Seelig & Fein LLP shall in no event be liable if it shall be held that the Unit Owners are no longer entitled to such income tax deductions for real estate taxes and/or mortgage interest, as aforesaid, by reason of changes in fact, statutory or decisional law or amendment to any law which could not be foreseen or expected to be foreseen. The opinion of Meister Seelig & Fein LLP is limited to the state of the law existing on the date this Plan was filed with the Department of Law.

MEISTER SEELIG & FEIN LLP

125 Park Avenue, 7th Floor
New York, NY 10017
Telephone (212) 655-3500
Facsimile (212) 655-3535

November 19, 2015

Re: Condominium Offering Plan (the "Plan")
318 West 47 Condominium ("Condominium")

Ladies and Gentlemen:

We are counsel to Sponsor for the proposed Condominium. You have requested our opinion concerning (i) deductibility for Federal, New York State and New York City income tax purpose of real estate taxes and interest on loans secured by mortgages paid by purchasers of Units in said Condominium; and (ii) the qualification of the Condominium as a "homeowners association" under Section 528 of the Internal Revenue Code of 1986, as amended to date (the "Code") and the treatment of the receipt by the Condominium of membership dues, fees and assessments from Unit Owners (as defined in the Plan). Except where otherwise indicated, the terms used in this opinion have the same meaning as in the Plan.

This opinion does not address the tax consequences of the ownership of Units by corporations, other entities or foreign persons. Furthermore, this opinion does not address the tax consequences of (i) ownership of the Unsold Residential Units, any Residential Unit that is used for commercial or mixed residential/commercial purposes or any Units other than the Residential Units, (ii) any rebates or other payments that may be made, or benefits provided, to owners of Residential Units, or (iii) ownership of the Unit purchased for use by the Resident Manager.

We have reviewed the Plan and the documents set forth therein, including the Declaration of Condominium. We have also reviewed the relevant sections of the Code, the New York State Tax Law, the New York City Administrative Code, the regulations promulgated thereunder and such other materials as we deemed relevant. In rendering this opinion, we have assumed that: (a) the Plan is the document pursuant to which Unit Owners will acquire their Units; (b) such Unit Owners will use such Units exclusively for residential purposes; and (c) the relevant facts are as set forth in the Plan.

Pursuant to the Plan, the purchaser of a Unit will receive legal title in fee simple to his or her Unit, coupled with ownership of an undivided interest in the appurtenant Common Elements held in common with other Unit Owners. Such purchaser will have the right to place an individual mortgage on his or her separate Unit and will be liable to the local tax authority for the tax assessment with respect to his or her interest in the Property. Under these circumstances, the Internal Revenue Service (the "IRS") has ruled that the owner of a residential condominium unit may deduct interest paid on his or her mortgage indebtedness and the real estate taxes assessed and paid on his or her interest in the property. Rev. Rul. 64-31, 1964-1 (Part I) C.B. 300.

Accordingly, based upon the foregoing assumptions and assuming the Condominium is validly created pursuant to Article 9-B of the Real Property Law of the State of New York, we are of the opinion that under present law, each Unit Owner of the Condominium who itemizes deductions on his/her income tax return may deduct for both Federal and New York State Income Tax purposes all real estate taxes assessed against a Residential Unit and paid by him/her in the year in which such taxes are paid and may likewise deduct all "qualified residence interest" paid by him/her on any mortgage indebtedness covering the Residential Unit in the year in which such interest is paid. (Revenue Ruling 64-31, 1964-1 C.B. 300). The authority for the deduction for Federal income tax purposes for interest paid with respect to a principal and one secondary residence (a "qualified residence) is found in Code Section 163(h)(3). Such deduction is limited to the interest attributable to indebtedness which is secured by a qualified residence and which is (i) incurred in acquiring, constructing or substantially improving the qualified residence (or which constitutes a refinancing thereof, to the extent that such indebtedness does not exceed the amount of the refinanced debt) ("acquisition indebtedness"), up to a maximum of $1,000,000 for any period ($500,000 in the case of a married individual filing a separate return), or (ii) any indebtedness other than acquisition indebtedness, up to the excess of the fair market value of any one qualified residence over the amount of acquisition indebtedness with respect to such residence ("home equity indebtedness"), but not to exceed $100,000 ($50,000 in the case of a married individual filing a separate return) in the aggregate for all qualified residences of the taxpayer in any period. Accordingly, an owner of a Residential Unit who itemizes deductions and uses his or her Residential Unit as a qualified residence will be entitled, under current law, to deduct from his or her gross income for Federal income tax purposes (subject to an overall limitation on itemized deductions as set forth in Section 68 of the Code), interest paid or accrued by him or her on (i) acquisition indebtedness incurred with respect to his or her Residential Unit to the extent that such indebtedness, when added to the amount of acquisition indebtedness incurred with respect to a second qualified residence (if any), does not exceed $1,000,000 ($500,000 in the case of a married individual filing a separate return) and (ii) home equity indebtedness with respect to his or her Residential Unit to the extent that such indebtedness, when added to the amount of home equity indebtedness incurred with respect to a second qualified residence (if any), does not exceed $100,000 ($50,000 in the case of a married individual filing a separate return). Since the rules and limitations regarding the deductibility of home mortgage interest are complex, purchasers are urged to consult their tax advisers regarding the application of such rules and limitations to them, as well as regards the deductibility of interest with respect to their Units for Federal alternative minimum tax purposes (which, as more fully described below, is presently subject to rules different than those described above for regular income tax purposes). In addition, owners of Units should consult their tax advisers regarding potential limitations on the deductibility of points and prepaid interest, if any, on their mortgage loans and on the overall limitation on the allowance of itemized deductions.

Each owner of a Residential Unit who uses his or her Residential Unit as a residence will generally be entitled to the same deduction for mortgage interest and real estate taxes paid or accrued with respect to his or her Residential Unit for New York State and New York City income tax purposes as is allowed for Federal (regular) income tax purposes. However, under New York State and New York City income tax law, itemized deductions, such as interest and real estate tax deductions, are subject to reduction by as much as 50% in the case of individuals

having income exceeding certain prescribed levels. Furthermore, purchasers should consult their tax advisers to determine the application, if any, of the New York State and New York City minimum taxes to the deduction for mortgage interest and real estate taxes with respect to their Residential Units.

It should be noted that under Section 55 of the Code, a non-corporate taxpayer (including individuals) may be subject to an alternative minimum tax on his/her alternative minimum taxable income (AMTI) in lieu of the regular income tax. AMTI means the taxpayer's adjusted gross income for the taxable year, plus tax preference items described in Section 57 of the Code, minus certain specified deductions including, but not limited to, qualified housing interest (incurred to buy, build or rehabilitate the taxpayer's principal residence or a qualified dwelling used by the taxpayer or any member of his family.) Certain deductions allowed with respect to the regular income tax, such as real estate taxes, are not deductible for purposes of determining the alternative minimum tax. New York State also imposes a minimum tax based on certain Federal tax preference items, including "adjusted itemized deductions." See Sections 601-A and 622 of the Tax Law of the State of New York.

Section 528 of the Code provides that a Condominium Management Association ("Association") may elect to be treated as a "homeowners association" and therefore be exempt from Federal income tax on amounts received as membership fees, dues or assessments collected from Unit owners if it meets the following requirements:

1. The Association must be organized and operated to provide for the acquisition, construction, management, maintenance and care of Association property, which includes property held by the Association and property commonly held by the members of the Association;

2. 60% or more of the Association's gross income must consist of assessments from Residential Unit Owners ("exempt function income");

3. 90% of the Association's expenditures must be for the acquisition, construction, management, maintenance and care of the Association property;

4. No part of the net earnings can inure to the benefit of private individuals;

5. The Association must elect to be treated as a homeowners association; and

6. Substantially all units (defined as at least 85% of the total square footage of all units) must be used as residences.

See Treasury Regulation §1.528-4(b). The qualification of an organization under the provisions of Section 528 is to be determined annually at the close of each taxable year and it is possible, therefore, that if the Condominium does not qualify in one year, it may nevertheless qualify in one or more subsequent taxable years.

In order for a Condominium Management Association meeting the above requirements to obtain the aforementioned tax benefits provided by Section 528 of the Code, it must elect to have said Section apply for the taxable year of the Association. The election may be made by filing Form 1120-H, U.S. Income Tax Return for Homeowners Associations, within the time provided for filing Federal income tax returns for the year for which the election is made, including any extensions. A condominium meeting the requirements of Section 528 of the Code and electing to be exempt from Federal income tax on exempt function income would be taxable at corporate rates, with some minor modifications, on the amount by which its non-exempt function income exceeds the amount of allowable deductions which are directly connected with the production of such income. Any tax paid on non-exempt function income would be a common expense of the Condominium.

Based on the information contained in the Plan indicating that more than 85% of the total square footage of all units in the Condominium will be used for residential purposes and assuming that (i) the income and expenditures of the Association are as projected in Schedule B to the Plan, and (ii) the Association makes a timely and proper election to be treated as a homeowners association under Section 528 of the Code, it is our opinion that 33 Vestry Condominium will qualify as a "Condominium Management Association" under Code Section 528(c)(2) and that the receipts from the Unit Owners which qualify as dues and assessments will be "exempt function income" for the taxable year for such Association. However, we are unable to express an opinion as to whether the Association will qualify as a "homeowners association" under Section 528 in any subsequent taxable year as that qualification will inevitably be dependent upon facts and circumstances only determinable in the future.

Absent the application of Code Section 528, the present state of Federal law is unclear as to the precise tax status of the Condominium. An entity classification regime was adopted in regulations issued by the United States Treasury Department on December 17, 1996 and there is no authority addressing the application of those entity classification regulations to condominiums. Because the By-Laws of the Condominium provide that the Board of Managers will each act as the agent of the Unit Owners represented by each such Board, the Board of Managers may take the position that the Condominium is not a separate entity and accordingly is not subject to the classification regime. In such case, the Unit Owners would, in the aggregate, include in their gross income and be taxed on all income earned by the Condominium (which income may include interest or similar income earned from interim investments of the amounts assessed and collected from the Unit Owners), reduced by the expenses incurred in earning such income. For this purpose, the Common Charges would not be considered income earned by the Condominium through the Board of Managers collecting such charges. If, however, the Condominium is considered a separate entity it is unclear whether the Condominium would be taxable as a corporation or treated as a partnership for Federal income tax purposes. If the Condominium is taxable as a corporation, it would be considered a separate taxpayer with respect to income and deductions and return filing requirements and would be subject to Federal corporate income tax. If the Condominium is treated as a partnership, the partnership would not be subject to an entity level tax, the items of income and deduction of the partnership would generally be passed through to the Unit Owners in accordance with the provisions of Subchapter K of the Code, and the partnership would be required to file information returns.

The precise tax status of the Condominium for New York State and New York City tax purposes is also unclear. The relevant New York State and New York City laws incorporate by reference federal entity classification provisions which, as discussed above, do not specifically address the treatment of condominiums. If the Condominium is properly treated as a separate entity that is an association taxable as a corporation for Federal income tax purposes, it appears likely that the Condominium would be subject to the New York State Corporation Franchise Tax and the New York City General Corporation Tax. If the Condominium does not constitute an association that is taxable as a corporation for Federal income tax purposes, it is still possible, although not certain, that the Condominium might be subject to the New York State Corporation Franchise Tax. Further, in such event, it likely would be subject to the New York City Unincorporated Business Tax, unless the Condominium was eligible for and elected treatment under Code Section 528 as a homeowners association.

No warranties are made that the tax laws, regulations and rulings upon which this opinion is based will not change. Moreover, this opinion is not binding on the IRS, any other taxing authority or any court. In no event will Meister Seelig & Fein LLP, the Sponsor, the Selling Agent or any other party be liable if it shall be determined that the Condominium at any future time ceases to meet the requirements of the Code or the New York State Tax Law, or any amendment of either thereof, by reason of changes in (i) the facts relied upon in order to render this opinion or (ii) statutory or decisional laws, IRS rulings or regulations relied upon in order to render this opinion. Moreover, no opinion is expressed nor is any representation or warranty made with respect to the tax consequences of the Plan or any other matter (including, without limitation, the tax consequences of ownership of Units offered under the Plan) except as herein expressly set forth.

We hereby consent to the inclusion of this opinion letter and references to our name in the Plan.

Very truly yours,

/s/ Emily B. Wolf

Meister Seelig & Fein LLP

MEISTER SEELIG & FEIN LLP

125 Park Avenue, 7th Floor
New York, NY 10017
Telephone (212) 655-3500
Facsimile (212) 655-3535

November 19, 2015

Re: Condominium Offering Plan (the "Plan")
318 West 47 Condominium ("Condominium")

Ladies and 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(x)(5). Except where otherwise indicated, the terms used in this opinion have the same meaning as in the Plan.

In connection with rendering this opinion we have reviewed the allocation of Common Interests as shown on the Schedule A of the Plan and the declaration establishing the Condominium. We have also considered the relevant sections of Article 9-B and Section 339-i of the Real Property Law of the State of New York, as amended and such other materials as we deemed relevant. Our opinion relies, and is based, upon the factual determinations made by Halstead Property Development Marketing, LLC , as set forth in its opinion contained in the Plan as required by NYCRR Section 20.3(i) and the calculation of Common Interests provided to us by you. We have made no independent investigation of the truth or accuracy of the factual determinations of Insignia ESG nor have we verified the accuracy of your calculation of Common Interests.

Based, and in reliance, upon the foregoing, the 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 for exclusive or shared use and the overall dimensions of the particular Unit.

Accordingly, based on the foregoing, it is our opinion that the assignment of Common Interests to the Units complies with Real Property Law Section 339-i. 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, Meister Seelig & Fein LLP, the Selling Agent or the Board of Managers 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.

We hereby authorize the use of this opinion and references to our name in the Plan.

Very truly yours,

/s/ Emily B. Wolf

Meister Seelig & Fein LLP

RESERVE FUND

The Board has not created a Reserve Fund. There is a budgeting line item for a reserve fund for repair and replacement or major capital systems. See Budget footnote 12.

WORKING CAPITAL FUND AND APPORTIONMENTS

The Purchaser of a Unit shall be required to make a contribution at the Closing of his or her Unit to the working capital fund of the Building (the "**Working Capital Fund**"). Such contribution shall be in an amount equal to two (2) month's Common Charges in effect for such Unit(s).

At the First Closing, Sponsor will apportion with the Condominium the following items as of midnight of the date preceding said Closing:

(1) Employees' wages, vacation and severance pay, pension and welfare benefits and accruals and all other payments or obligations relative to the employees of the Building;

(2) deposits with utility companies, if any, and fees for assignable permits and licenses, if any;

(3) charges for electricity and other utilities for the Common Elements;

(4) cost of fuel on hand (plus sales tax), if any;

(5) charges and receipts in connection with service, maintenance and concession contracts;

(6) water charges and sewer rents on the basis of the fiscal or calendar year for which assessed (unless separately assessed to individual Units);

(7) cost of Building supplies on hand at Sponsor's cost (including sales tax);

(8) premiums for transferable insurance policies, if any;

(9) management fees; and

(10) other customary closing adjustments.

If any of the foregoing items to be apportioned cannot be adjusted at the First Closing because they are not fully ascertainable, they shall be apportioned and adjusted to the extent reasonably possible at the First Closing, and final adjustment will be made as soon thereafter as the undetermined amounts are ascertained. Except as herein otherwise expressly provided, the customs in respect to title closings adopted by the Real Estate Board of New York, Inc., as amended, shall apply to apportionments and other maters herein mentioned.

If the result of the closing adjustments is a net credit in favor of the Condominium, Sponsor will contribute the amount of such net credit to the Working Capital Fund. If the result of the closing adjustments is a net credit in favor of Sponsor, the payment of any net credit shall be deferred and paid to Sponsor by the Condominium in one installment on the first anniversary of the First Closing, without interest, pursuant to an unsecured, negotiable, promissory note to be executed by the Condominium Board and delivered to Sponsor at the First Closing. Such promissory note may be prepayable by the Condominium in full at any time, or in part from time to time, without penalty. Due to the uncertainty of these closing adjustments, no provision has been made therefor in the First Year's Budget.

The Working Capital Fund will be held and used for working capital, a reserve for repairs or for such other appropriate purposes as will be determined by the Condominium Board and may be augmented by allocations from the monthly Common Charges collected from each Unit. While the Sponsor controls the Condominium Board (see the Section entitled "Control By Sponsor"), the Working Capital Fund will not be used to reduce Common Charges.

The Condominium Board will be able to utilize the money in the Working Capital Fund at any time and, accordingly, no representation or warranty can be made and no assurance can be given as to the exact amount of funds available at any specific time. However, in no event shall any portion of the Working Capital Fund be used to pay any Common Charges attributable to Unsold Units. In addition, within three months following the end of the Initial Control Period, Sponsor shall deliver to the Condominium Board a statement from an officer of Sponsor, certifying in reasonable detail as to any changes in the amount of the Working Capital Fund which have occurred since the First Closing.

In the event that capital expenditures for renewal or replacement of building components or systems or to remedy major building defects are needed, it may be necessary to increase Common Charges or make special assessments payable by Unit Owners who are responsible for the repair and replacement of the Common Element in need of such renewal, replacement or remedy. Alternatively, the Condominium Board may determine to seek financing from a bank or other lending institution for such expenditures in accordance with the terms of the By-Laws and subject, in certain instances, to Unit Owners' approval. In addition, pursuant to the By-Laws the Condominium Board is entitled to determine amounts for a reserve for replacements in establishing the annual budgets. No representation or warranty is made that the Working Capital Fund will be, or is intended to be, adequate to cover current or future expenses, for the first or any subsequent year of Condominium operation. Neither the Department of Law nor any other governmental agency has passed upon the adequacy of the Working Capital Fund.

AGREEMENTS AFFECTING BUILDING OPERATIONS

Management Agreement

At the First Closing, the Condominium Board will enter into a management agreement for the Building with Hoffman Management, a limited liability company organized and existing under the laws of the State of New York, having its principal office at 300 West 55th Street, Suite 2S New York, NY 10019

The Managing Agent is not affiliated with Sponsor.

The management agreement will provide for a term of one (1) year commencing approximately on the First Closing, except that it may be terminated at any time after the first year of Condominium operations (a) by the Condominium Board, upon thirty (30) days prior written notice received from the Condominium Board with or without cause, or (b) by the Managing Agent, upon sixty (60) days prior written notice. The Managing Agent will receive annual fee of $9,000.00. In addition, for services rendered to Unit Owners (other than Sponsor or its designee) in connection with processing applications to sell or otherwise transfer Units and obtaining necessary waivers of the right of first refusal by the Condominium Board, the Managing Agent shall receive a fee from each Unit Owner upon the sale or other transfer of his or her Unit for reviewing the waiver of the Condominium Board's right of first refusal and other required documents. The Managing Agent cannot assign its contract with the Condominium Board.

The duties and services to be rendered by the Managing Agent include, among others:

(1) billing and collecting Common Charges payable by Unit Owners;

(2) causing the Common Elements to be maintained, repaired and altered in the manner deemed advisable by the Condominium Board;

(3) contracting for necessary services and purchasing all supplies necessary to properly maintain and operate the Building and its Common Elements (the approval of the Condominium Board is necessary for any service contract);

(4) checking all bills received in connection with the maintenance and operation of the Common Elements and causing all such bills and other expenses to be paid;

(5) supervising, hiring and discharging employees necessary for the proper maintenance and operation of the Building;

(6) rendering monthly statements of receipts and disbursements to the Sponsor or other designated entity, upon request;

(7) maintaining payroll records and filing withholding tax statements for employees;

(8) maintaining accurate sets of books for the Condominium Board;

(9) cooperating with the Condominium Board's accountants in preparing and submitting annually to the Condominium Board an operating budget of the anticipated income and expenses for the ensuing year;

(10) attending meetings of the Condominium Board and Unit Owners, and preparing agendas and sending notices relating to such meetings; and

(11) generally, doing all things deemed reasonably necessary or desirable by the Condominium Board for the proper management of the Building.

The Managing Agent, at the expense of the Condominium, will be bonded during the term of the Management Agreement under fidelity or general surety bonds in favor of the Condominium for any loss resulting from fraudulent or dishonest acts committed by the Managing Agent, its directors, officers or employees. The cost of such bond has been included in the First Year's Budget.

IDENTITY OF PARTIES

Sponsor

Sponsor is 318 West 47th Street, LLC, a Delaware limited liability company formed on June 20, 2013 with an office at 19 West 21st Street, Suite 902, New York, New York.

The principals of Sponsor are Marc Shore, William Shore and Eric Schwartz. The principals are real estate developers and builders working in the New York City Metropolitan Region.

Sponsor, Sponsor's principals, or any affiliates of Sponsor or Sponsor's principals have not offered properties for sale as cooperatives, condominiums, planned unit development homes, or time shares which were first offered within the past five years.

Sponsor, Sponsor's general partner or principals, or any affiliates of Sponsor or Sponsor's principals do not currently own 10 percent or more of the unsold shares or units cooperative, condominium or homeowners association, other than the subject building(s), as an individual, general partner or principal in the past five years.

Marc Shore and William Shore are principals of Shore Assets, Inc. Shore Assets, Inc. along with its affiliates and partners, are responsible for the following:

- Acquired, assembled and built upon the development site located at 7-17 West 31st Street, now known as "Tower 31" at 9 West 31st Street. Tower 31, completed in 2005, is now a 41 story, 283 unit luxury high rise residential rental building, along with a retail store and parking garage.

- Acquired 7 contiguous, vacant buildings for complete redevelopment in the

Landmark Historic District of Cobble Hill, Brooklyn. This building is now known as "The Atlantic" at 100 Atlantic Avenue and was completed in 2004 and is now a 58 unit residential rental building.

- Acquired, manage and have completed the redevelopment of 244 East 86th Street, a 33 Unit, Pre War, 6-story elevator property on the South West corner of 86th Street and 2nd Avenue now known as "The Manhattan", also containing 8,000 square feet of retail stores.

- Acquired, manage, lease and have re-developed 72 Charles Street and 80 Thompson Street. The two properties contain 2 retail stores and 36 apartments. These properties were acquired in 1995.

- Acquired, manage, lease and re-developed 509-511 Amsterdam Avenue. The two properties contain 2 retail stores, and 24 apartments. These properties were acquired in 1986.

Eric Schwartz is a founding member and principal of PILOT Real Estate Group and has spent his entire 30 year real estate career in the construction, real estate development and management business. He has developed numerous residential projects, including single and multi-family properties, comprised of both new construction and rehabilitation. In addition, Mr. Schwartz is the managing partner of a second generation real estate development entity based in Greenwich, CT. Beginning in the 1970s, the Schwartz family, in partnership with the Schacter family, developed, owned and managed some of the largest office and apartment properties in Greenwich. In recent years, they sold the commercial portfolio to the State of Oregon Pension Plan and the apartment portfolio to Antares Development Partners. Today, Schwartz oversees the family's investments, including those in the distressed real estate debt and equity markets. He is the partner responsible for the construction and management initiatives. Since 2000, Mr. Schwartz along with his PILOT partners, have been in the luxury spec home business in Greenwich. Mr. Schwartz is a graduate of Washington University with a degree in architecture.

There are no prior felony convictions of Sponsor or any principals of Sponsor. There are no prior bankruptcies, convictions, judgments against the Sponsor, any principals of Sponsor and/or entities in which principals of the Sponsor were principals, that may be material to the offering plan or to an offering of securities generally and that occurred within the 15 years prior to the submission date.

Selling Agent

The Selling Agent is Halstead Property Development Marketing, LLC. Halstead provides sales and marketing for new developments throughout the city from prewar conversions to ground-up construction. There are no prior felony convictions of Selling Agent or any principals of Selling Agent. There are no prior bankruptcies, convictions, judgments against the Selling Agent, any principals of Sponsor and/or entities in which principals of the Selling Agent were principals, that may be material to the offering plan or to an offering of securities generally and that occurred within the 15 years prior to the submission date.

Sponsor has retained the law firm of Meister Seelig & Fein LLP, Emily Wolf, Esq. having an office at 125 Park Avenue, 7th Floor, New York, New York 10017 to represent it in connection with the Plan. Meister Seelig & Fein LLP will serve as Escrow Agent and will represent the Sponsor in connection with matters relating to Closings of Units.

Pursuant to the terms of the Agreement between Selling Agent and Sponsor, Sponsor shall pay Selling Agent certain commissions with respect to the sale of each Unit.

Managing Agent

The Managing Agent will be Hoffman Management. The Managing Agent and/or its affiliates have been engaged in the management of several condominium, cooperative and residential rental properties for many years. Sponsor reserves the right to cause the Condominium Board to engage (or to engage on behalf of the Condominium Board) a different managing agent to serve as Managing Agent. There are no prior felony convictions of the managing agent or any principals or architect. The Managing Agent manages over 50 properties, comprising approximately four thousand (4,000) residential and commercial units. Some of the properties that the Managing Agent manages are as follows: 40 East 49th Street, New York, New York, 370 Central Park West, New York, New York, 280 Park Avenue South, New York, New York, 325 West End Avenue, New York, New York and 23 Waverly Place, New York, New York.

There are no prior felony convictions of managing agent or any principals of managing agent. There are no prior bankruptcies, convictions, judgments against the managing agent, any principals of managing agent and/or entities in which principals of the managing agent were principals, that may be material to the offering plan or to an offering of securities generally and that occurred within the 15 years prior to the submission date.

Construction Professionals

William Leggio Architect LLC ("**WLA**"), having an office at 584 Broadway, Suite 1109, New York, New York 10012 as architect of record. WLA is a design orientated architectural and interior design firm that was established in 1987 and has experience in all fields of architecture, ranging from residential conversions and new construction projects to commercial office, retail and restaurants. Some recently completed projects include several new multifamily residential condominium buildings such as 180 Hester Street NYC ("**Mulberry Mews**") and Ocean One Condominium on Shorefront Parkway in Rockaway Beach, Queens, and a 12 story building fronting the Atlantic Ocean. WLA has also completed several major residential building renovations including "The Atlantic," a 58,000 sf residential multi-family building in Brooklyn and "The Manhattan," a 6 story residential building on the Upper East Side. In the 1990s WLA designed the upgrade of 360 apartments in 10 six-story buildings fronting York Avenue, FDR Drive, 78th and 79th Streets in Manhattan (HJ Kalikow). WLA has consulted on several residential tower condominium conversions including the "Camargue" and the "East Winds," both on Manhattan's Upper East Side.

WLA is also the design architect and prepared the Floor Plans of typical Units set forth in Part II of the Plan.

Condominium Budget Expert

Sponsor has engaged the Managing Agent as Sponsor's Budget Expert. The Managing Agent estimated all amounts of income and expenses in "Schedule B - First Year's Budget" in consultation with Sponsor and has rendered a Certification as to the adequacy of the First Year's Budget which may be found in Part II of the Plan.

Related Parties

Sponsor and its principal have no affiliation with the Managing Agent, the Condominium Budget Expert, the Construction Professionals, the Architect or any person or firm who will provide services to the Condominium subsequent to the First Closing.

Neither the Selling Agent, the Managing Agent, the Condominium Budget Expert, the Construction Professionals, or the Architect have any financial interest in the Property, the Units, the Condominium, or this offering, except for their fees for services rendered.

REPORTS TO UNIT OWNERS

It is the obligation of the Condominium Board to give all Unit Owners annually:

1. A financial statement of the Condominium prepared by a certified public accountant or public accountant, within 120 days after the end of each fiscal year of the Condominium. Such statement shall be certified while Sponsor is in control of the Board;

2. At least thirty (30) days' prior notice of the annual Unit Owners' meeting; and

3. A copy of the proposed annual budget of the Condominium at least thirty (30) days prior to the date set for adoption thereof by the Board. While Sponsor is in control of the Board, such budget shall be certified in compliance with Section 20.4 of the Regulations of the Department of Law.

DOCUMENTS ON FILE

Pursuant to the provisions of Section 352-e of the New York General Business Law, copies of the Plan and all exhibits or documents referred to herein and submitted to the Department of Law in connection with the filing of the Plan shall be available for inspection without charge and copying at a reasonable charge by prospective Purchasers, and by any person who shall have purchased a Unit offered by the Plan or shall have participated in the offering of such Unit, at Sponsor's office and shall remain available for such inspection for a period of six years from the date of First Closing. In addition, a set of Floor Plans showing the lay out,

locations and approximate dimensions of each Unit and its unit number designation and tax lot number, certified by the appropriate governmental authority of The City of New York as conforming to the official tax lot number for each such Unit, will be filed in the City Register's Office following the recording of the Declaration, and an additional set will be furnished to the Condominium Board.

The Declaration and the By-Laws will be recorded in advance of or concurrently with the First Closing. The recording of all deeds conveying individual Units will also be in the City Register's Office.

GENERAL

A. There are no lawsuits, administrative proceedings or other legal proceedings now pending, the outcome of which could materially affect this offering, the Purchasers of Units, the Property, Sponsors capacity to perform all of its obligations under the Plan, the Condominium or the operation thereof.

B. A Cooperative Policy Statement 1 ("CPS-1") was filed on January 12, 2016 and accepted on February 18, 2016. Marketing of the Condominium has taken place in accordance with the accepted CPS-1.

C. The Property is not and since Sponsors entered into the Leases has not been the subject of any prior offerings. As of the date of the Plan, neither Sponsor nor any representative or agent thereof has raised funds from, made any preliminary offering to or made any binding agreement with prospective purchasers with respect to Condominium Units.

D. It is hereby represented that Sponsor, the Condominium, the Board of Managers and the Selling Agent will not discriminate against any person or persons on the basis of race, creed, sex, color, disability, marital status, age or national origin or other grounds prohibited by law.

E. Sponsor reserves the right, from time to time, without obtaining the consent of Purchasers or others, to substantially revise the terms and conditions upon which the Units are sold, including changes affecting the rights, obligations and liabilities of the Condominium, Purchasers and/or prospective Purchasers under this Plan. All substantive or material revisions will be contained in a duly filed amendment to this Plan. In the event of a material revision adversely affecting the rights, or increasing the obligations or liabilities, of then existing Purchasers or the Condominium, or reducing the undertakings or obligations of Sponsor, such Purchasers will be given the right, for fifteen (15) days after the presentation date of the amendment, to rescind their Purchase Agreements and have all monies paid thereunder (with interest earned on their Down Payment) refunded, provided such persons comply in all respects with any procedure for rescission set forth in an amendment to this Plan.

F. This Plan contains an accurate summary of the pertinent provisions of the various documents referred to herein and copies thereof are on file with Sponsor for inspection purposes. Any information, data, or representation not referred to in this Plan and not contained

in the various documents mentioned herein, must not be relied upon. This Plan does not intentionally omit any material fact or contain any untrue statement of a material fact. No person has been authorized by Sponsor to make any representation which is not expressly contained herein.

G. No binding obligation between Sponsor and a Purchaser shall arise unless and until a Purchase Agreement, executed by both the Purchaser and Sponsor, has been exchanged.

H. This Plan may not be changed or modified orally.

RESERVATION OF AIR AND DEVELOPMENT RIGHTS

Sponsor has retained and expressly reserves all excess air or developmental rights (collectively, the "Air Rights") otherwise appurtenant to the Property both (a) prior to the Condominium being declared effective, in connection with any renovation work to be performed by Sponsor at the Building; and (b) subsequent to the First Closing, at which time Sponsor will continue to own any Air Rights not used in connection with any renovation of the Building prior to the First Closing. As a result, unless Air Rights are separately acquired therefor on behalf of the Condominium or a Unit Owner, as the case may be, any future expansion of the Building by the Condominium Board or of a Unit by any Unit Owner as may otherwise be permitted pursuant to any applicable Legal Requirements and otherwise, may not be possible or may be limited. Further, Sponsor, as a result of such reservation, may transfer or sell such Air Rights to the owner(s) of adjoining properties and in such case such properties may be increased as result of such transfer or sale. The remaining development rights are 547 square feet. In the event of any transfer of Air Rights, Sponsor will amend the Plan.

Except in the case of a sale or transfer for use in connection with other properties, the reserved Air Rights will be used in the Property solely for the purpose of reconfiguring certain areas, which are limited uninhabitable spaces (e.g., adding mezzanine space, converting mechanical space to space used for other purposes) which, pursuant to the applicable provision of the Zoning Resolution, will require the use of Air Rights in excess of those used in connection with any renovation of the Building in accordance with the Plan. In the event such Air Rights are transferred to the owner(s) of adjoining properties, a Unit Owner's views and exposure to light may be affected.

SPONSOR'S STATEMENT OF SPECIFICATIONS OF BUILDING CONDITION

Sponsor adopts the Description of Property and Specifications (the "Report"), which is set forth in Part II of this Plan, and has relied solely on this Report. Sponsor represents that it does not know of any material defect or need for major repairs except as set forth in the Report.

PART II

CONDOMINIUM OFFERING PLAN

318 WEST 47 CONDOMINIUM
318 West 47th Street
New York, New York

GENERAL

The Plan does not knowingly omit any material fact or knowingly contain any untrue statement of any material fact. Sponsor believes that the Plan contains a fair summary of the material provisions of the documents referred to in the Plan, including those documents contained in Part II of the Plan. Part II of the Plan contains exact copies of the form of Declaration, form of By-Laws, form of Purchase Agreement, form of Unit Deed, form of Power of Attorney and other documents. Statements made in Part I of the Plan as to the provisions of such documents or any other document referred to herein, copies of which are on file with Sponsor, are necessarily not complete. Each such statement is qualified in all respects by the contents of such documents and, in the case of any such document executed by or with the written consent of a Purchaser pursuant to the Plan, any idea or separate agreement changing or adding provisions to such document. There are no lawsuits or other legal proceedings now pending, or any judgments outstanding, which could materially and adversely affect this offering, the Purchasers of Units, the Property, the Condominium or the operation thereof, which are not covered by insurance.

No party other than the respective Purchasers shall have any right or benefit herein or herefrom, including without limitation, the right to insist upon or enforce against Sponsor the performance of all or any of the Sponsor's obligations hereunder and no such third party shall be deemed to have received any benefit as a result of any of the provisions of the Plan.

Sponsor reserves the right, from time to time prior to the First Closing, without obtaining the consent of Purchasers or others, to substantially revise the terms and conditions upon which the Units are to be sold, including changes affecting the rights, obligations and liabilities of Sponsor, the Purchasers and/or prospective Purchasers under the Plan. However, Sponsor may not unilaterally cancel a Purchase Agreement which is in effect, except as therein provided, as in the case of an uncured default, nor unilaterally change the purchase price or payment terms contained in such Purchase Agreement. All substantive or material revisions will be contained in a duly filed amendment to the Plan. If there is a substantial amendment to the Plan that materially adversely affects Purchasers, except as otherwise provided herein, Purchasers will have a right of rescission which may only be exercised within 15 days from the date of presentation of said amendment.

Sponsor shall promptly return any Deposit to Purchasers who rescind, except that Sponsor shall retain the Deposit (and any interest thereon) of any Purchaser who is in default under the Purchase Agreement beyond any applicable grace period.

In accordance with the provisions of the laws of the State of New York, neither Sponsor nor any selling agent engaged by Sponsor will discriminate against any person in the sale of Units offered by the Plan or in the leasing of any such Units because of such person's sex, sexual orientation, race, creed, color, national origin, marital status, age, disability or any other ground proscribed by law.

Unless the context otherwise requires, words used in the singular in Part I of the Plan include the plural and vice versa, and a reference herein to any one gender, masculine, feminine

or neuter, includes the other two.

No person has been authorized to make any statement or representation or furnish any information not expressly contained herein. Any information, data, or representations not contained herein or in the documents and exhibits referred to herein must not be relied upon. The Plan may not be changed or modified orally.

The Property and the Building has not been the subject of a prior public offering.

SPONSOR'S STATEMENT OF BUILDING CONDITION

Sponsor hereby adopts the Description of Property set forth in Part II of the Plan and represents that it has no knowledge of any material defects or need for major repairs to the Property except as indicated in the Description of Property and Building Conditions set forth in the Part II of the Plan.

EXHIBIT A

PURCHASE AGREEMENT

PURCHASE AGREEMENT

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318 WEST 47 CONDOMINIUM

318 West 47th Street, LLC

Sponsor

with

Purchaser

Unit Number _____

318 WEST 47 CONDOMINIUM
318 West 47th Street
New York, New York

UNIT NUMBER

318 WEST 47 CONDOMINIUM
318 West 47th Street
New York, New York

(TO BE EXECUTED IN QUINTUPLICATE)

AGREEMENT, made as of _____, 201___, between 318 West 47th Street, LLC, having an office at 19 West 21 Street, New York, New York ("Sponsor"), and _____, having an address at _____ ("Purchaser").

WITNESSTH:

1. THE PLAN. Purchaser acknowledges having received and read a copy of the Offering Plan for the 318 WEST 47 CONDOMINIUM and all amendments thereto, if any, filed with the Department of Law of the State of New York (hereinafter, collectively, referred to as the "Plan") at least three (3) days prior to Purchaser's signing this Agreement. If Purchaser has not received and read the Plan and all amendments thereto at least three (3) full days prior to Purchaser's signing this Agreement, Purchaser shall have the right to rescind this Agreement within seven (7) days from the date of this Agreement. The Plan is incorporated herein by reference and made a part hereof with the same force and effect as if set forth at length. In the event of any inconsistency between the provisions of this Agreement and the Plan, the provisions of the Plan will govern and be binding. Purchaser hereby adopts, accepts and approves the Plan (including, without limitation, the Declaration, By-laws and Rules and Regulations contained therein) and agrees to abide and be bound by the terms and conditions thereof, as well as all amendments to the Plan duly filed by Sponsor.

2. DEFINITIONS. Terms used herein which are also used in the Plan shall have the same meanings as they do in the Plan, unless the context requires otherwise.

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 designated as Unit No. _____ in the Declaration, together with its undivided _____% interest in the Common Elements appurtenant to such unit ("Unit").

4. PURCHASE PRICE.

4.1 The purchase price for the Unit ("Purchase Price") is $_____.

The Purchase Price is payable as follows:

(a) $_____ [ten percent (10%) of the Purchase Price], due upon Purchaser's signing and submitting this Agreement, by check (subject to collection), receipt of

which is hereby acknowledged (the "Deposit"); and

(b) $_____, constituting the balance of the Purchase Price, by good certified check of Purchaser or official bank check, payable on the delivery of the deed as hereinafter provided.

4.2 All checks shall represent United States currency, be drawn on or issued by a New York bank or trust company which is a member of The New York Clearing House Association. The downpayment shall be made payable to the direct order of "Meister Seelig & Fein LLP as Escrow Agent." The balance of the Purchase Price shall be made payable to the direct order of "318 West 47 LLC" (or such other party as Sponsor directs to Purchaser under this Agreement and shall entitle Sponsor to exercise any of the remedies set forth in Article 14 hereof.

5. DEPOSIT TO BE HELD IN TRUST. All Deposits made pursuant to this Agreement are subject to the requirements of Section 71-a(3) of the New York State Lien Law and Sections 352-e(2) (b) and 352-h of the New York General Business Law and the Attorney General's regulations promulgated pursuant thereto. All monies received from Purchaser towards the Deposit shall be delivered to Meister Seelig & Fein LLP, as escrow agent ("Escrow Agent") and shall be held in accordance with the section of the Plan entitled "Escrow and Trust Fund Requirements". By signing this Agreement Purchaser will not object and will be deemed to have agreed, without the need for a further written agreement, to the release of the Deposit to Sponsor in the event Sponsor and Purchaser close title under this Agreement. If Purchaser shall default on his obligations under this Agreement, then the Deposit, not exceeding the sum of ten (10%) percent of the Purchase Price shall be released to Sponsor as liquidated damages, and the balance, if any, retuned to Purchaser within thirty (30) days of such release, and thereafter, neither party shall have any further rights or obligations against or to each other. In the event Sponsor cannot convey title to the Unit to Purchaser, and provided that Purchaser is not in default under to this Agreement, all monies advanced by Purchaser under this Agreement shall be returned to Purchaser, within (30) business days of Sponsor's notification to Purchaser that it cannot convey title.

6. CLOSING DATE AND PLACE.

6.1 The closing of title shall be held at Meister Seelig & Fein LLP, 125 Park Avenue, New York, New York (or such other place in the City and State of New York as Sponsor may designate to Purchaser) and on such date and hour as Sponsor may designate to Purchaser on not less than thirty (30) days' prior written notice. If Sponsor consents to close at any other location as an accommodation to Purchaser, Purchaser shall pay to Sponsor's attorneys at closing an extra fee as set forth herein. Sponsor may, from time to time, adjourn the date and hour for closing on not less than five (5) business days notice to Purchaser, which notice shall fix a new date, hour and place for the closing of title.

6.2 The term "Closing Date" or "closing of title" or words of similar import, whenever used herein, shall mean the date designated by Sponsor on which the deed to the Unit is delivered to Purchaser, or any adjourned date fixed by Sponsor pursuant to subsection 6.1

hereof.

7. DELIVERY OF THE DEED AND UNIT POWER OF ATTORNEY.

7.1 At the closing of title, Sponsor shall deliver to Purchaser a bargain and sale deed with covenant against grantor's acts conveying fee simple title to the Unit to Purchaser, subject only to the liens, encumbrances, and title conditions set forth on Schedule A annexed hereto and made a part hereof. The deed shall be prepared by Sponsor substantially in the form set forth in Part II of the Plan and shall be executed and acknowledged by Sponsor in form for recording. Purchaser shall pay all New York State and New York City real property transfer taxes, and Sponsor and Purchaser shall duly execute a New York City Real Property Transfer Tax return (Form TP-584) and any other forms then required by law, all of which shall be prepared by Sponsor.

7.2 At the closing of title and simultaneously with the delivery of the deed conveying the Unit to Purchaser, Purchaser shall execute and acknowledge a power of attorney to the Condominium Board prepared by Sponsor substantially in the form set forth in Part II of the Plan. The Power of Attorney also grants Sponsor the right to amend the Condominium Declaration with respect to Unsold Units. Please refer to the form of Power of Attorney set forth in its entirety in Part II of the Plan.

7.3 At the closing of title, Purchaser shall execute whatever other documents are reasonably necessary or customary in connection with the conveyance of a Condominium Unit, including but not limited to title affidavits, real property transfer tax forms, etc.

7.4 The executed deed and Power of Attorney to the Condominium Board shall be delivered to the representative of the title company insuring Purchaser's title (or, if no such representative is present, then to Sponsor's attorney) for recording in the City Register's Office, which recording shall be at Purchaser's expense. After being recorded, (i) the deed shall be returned to Purchaser and (ii) the power of attorney shall be sent to the Condominium Board.

7.5 Purchaser's payment of the balance of the Purchase Price and acceptance of a deed to the Unit shall constitute Purchaser's recognition that Sponsor has satisfactorily performed those obligations stated in the Plan and this Agreement to be performed by Sponsor prior to closing. However, nothing herein contained shall excuse Sponsor from performing those obligations (if any) expressly stated herein or in the Plan to be performed subsequent to the closing, and nothing herein shall be in derogation of the rights of Purchasers under Article 23-A of the General Business Law, the Plan in Part 20 of the Regulations issued by the Department of Law.

8. STATUS OF TITLE.

8.1 At the closing of title, Sponsor shall convey to Purchaser good and insurable title in fee simple to the Unit, free and clear of all liens and encumbrances other than those expressly agreed to by Purchaser or set forth in Schedule A annexed hereto and made a part hereof. Any lien encumbrance or condition to which title is not to be subject shall not be an objection to title

if (a) the instrument required to remove it of record is delivered at or prior to the closing of title to the proper party or to Purchaser's title insurance company, together with the attendant recording or filing fee, if any, or (b) Kensington Vanguard National Land Services, 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.

8.2 Sponsor shall be entitled to adjourn the closing to remove or correct any defect in title which is not set forth in Schedule A. However, if such defect existed at least 10 days prior to the closing and Purchaser, or Purchaser's attorney, failed to send Sponsor's attorney written notice of such defect in title at least 10 days' prior to the closing, then, for purposes of Article 14 below, Purchaser shall be deemed at fault for not having sent timely notice, and the closing adjournment to allow Sponsor to correct or remove such title defect shall be considered as being at the request of Purchaser and the provisions of Section 9.4 hereof shall apply.

8.3 The covenants in the deed will be solely for the personal benefit of Purchaser and will not inure to the benefit of Purchaser's successors or subrogees. In the event of a claimed breach of any covenant of the grantor contained in the deed, Purchaser must first seek recovery against Purchaser's title insurance company before proceeding against Sponsor, it being agreed that the liability of Sponsor will be limited to any loss or damage not covered by such title insurance. In the event that Purchaser elects not to purchase title insurance, then the liability of Sponsor shall be limited to any loss or damage which would not have been covered by the title insurance that was available to Purchaser at the closing. The terms of any marked-up title binder of any title insurance company authorized to do business in New York State issued in connection with any Unit shall be conclusive evidence of the title insurance coverage that was available to Purchaser. The provisions of this Section 8.3 shall survive the closing.

9. CLOSING ADJUSTMENTS.

9.1 The following adjustments shall be made as of midnight of the day preceding the Closing Date with respect to the Unit:

(i) real estate taxes and assessments, if any (including water charges and sewer rents, if separately assessed), on the basis of the period for which assessed;

(ii) Common Charges and assessments for the month in which title closes; and

(iii) if Purchaser is allowed to occupy the Unit prior to Closing, accrued rent and any other charges pursuant to an interim lease or use and occupancy agreement if any, covering the Unit.

9.2 If a Unit has been separately assessed but the closing of title occurs before the tax rate is fixed, adjustment of taxes shall be based upon the latest tax rate applied to the most recent applicable assessed valuation. Installments for tax assessments due after the delivery of the deed, if any, shall be paid by Purchaser and shall not be considered a defect in title. If a Unit has not been separately assessed as of the Closing Date for the then current tax period, the adjustment under subsection 9.1(a) hereof shall be based upon the assessment for the Property and the

percentage interest in the Common Elements appurtenant to the Unit.

9.3 Purchaser hereby agrees that, if Sponsor obtains a refund for real estate taxes paid (or a credit for such taxes to be paid) on Purchaser's Unit, Purchaser and Sponsor will apportion the refund (as well as the costs and/or fees for obtaining the refund or credit) based on the percentage of time for which the refund or credit is obtained during which each party hereto owned the Unit in question. The provisions of this subsection shall survive the closing of title.

9.4 If Purchaser fails for any reason to close title to his Unit on the originally scheduled Closing Date (a) the closing apportionments described in Section 9.1 of this Agreement will be made as of midnight of the day preceding the originally scheduled Closing Date, regardless of when the actual closing of title occurs, and (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under this Agreement and the Plan, an amount equal to 0.03% of the Purchase Price for each day stating from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date. If, through no fault of Purchaser, Sponsor postpones the originally scheduled Closing Date, these provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to his or her Unit on the rescheduled Closing Date.

9.5 Adjustments and apportionments shall be calculated on the basis of the actual number of days in the period for which payments were made or are due, as the case may be. The "Customs in Respect of Title Closings" recommended by The Real Estate Board of New York, Inc. as amended to date, shall apply to the adjustments and other maters therein mentioned except as otherwise provided herein in the Plan.

9.6 Any errors or omissions calculating apportionments at closing shall be corrected and any payment shall be made to the proper party promptly after discovery. This provision shall survive the closing for a period of one (1) year from the Closing Date.

10. INTENTIONALLY OMITTED.

11. CLOSING COSTS. In addition to those costs and adjustments described in Articles 9 herein, Purchaser shall be required to pay the other closing costs listed below which are Purchaser's responsibility and more particularly described in the Section of the Plan entitled "Unit Closing Costs and Adjustments." All such Closing Costs shall be paid by Purchaser, at closing, by Purchaser's unendorsed personal certified check or by official bank check, in either event drawn upon a bank that is a member of the New York Clearing House Association.

12. TRANSFER TAX RETURNS. At the closing, Purchaser shall duly complete and sign before a notary public the real property transfer tax return required to be filed with the City of New York ("RPT Form") and Purchaser shall duly complete and sign the Combined Real Estate Transfer Tax Return and Credit Line Mortgage Certificate ("Combined Tax Form") required to be filed with the Department of Taxation and Finance of the State of New York (the "Tax Department"), or such other forms as may then be required by law. The RPT Form and Combined Tax Form shall be delivered at closing to the representative of Purchaser's title

insurance company (or, if none, to Sponsor's attorney) for filing with the proper governmental officer.

13. INTENTIONALLY OMITTED.

14. DEFAULT BY PURCHASER.

14.1 The following shall constitute "Events of Default" hereunder:

(i) Purchaser's failure to pay the balance of the Deposit as set forth in Article 4.1(b) hereof, the balance of the Purchase Price set forth in Article 4.1(c) hereof, or any closing apportionment or closing cost set forth in Articles 9 or 10 hereof on the Closing Date designated by Sponsor pursuant to Article 6 hereof, or the dishonor of any check given by Purchaser to Sponsor;

(ii) the failure to pay, perform or observe any of Purchaser's other obligations hereunder; or

(iii) if Purchaser is permitted to become the tenant or other occupant of the Unit, Purchaser's failure to pay rent or to perform some other lease or occupancy obligation within the period after notice, if any, set forth in the lease or occupancy or other agreement and either (x) Sponsor has obtained an order of eviction against Purchaser from a court of competent jurisdiction or (y) Purchaser has vacated the Unit.

14.2 **TIME IS OF THE ESSENCE** with respect to Purchaser's obligations to pay the balance of the Purchaser Price and to pay, perform or observe Purchaser's other obligations under this Agreement. In the event of any default by Purchaser under his or her Purchase Agreement, and if Purchaser does not cure such default within thirty (30) days after Sponsor gives notice to the Purchaser of default, Sponsor may, as its sole remedy, cancel such Purchase Agreement and retain the Deposit made by Purchaser, together with any interest earned thereon, as liquidated damages, in which event all rights, obligations and liabilities of Sponsor and Purchaser shall wholly cease and terminate. If a Purchaser fails for any reason to close title to his or her Unit on the originally scheduled Closing Date (a) the closing apportionments described in the Section entitled "Closing Costs and Adjustments" will be made as of midnight the day preceding the originally scheduled Closing Date, regardless of when the actual Closing occurs, and (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Unit by virtue of the delay, in addition to the other payments to be made to Sponsor under the Purchase Agreement and the Plan, an amount equal to 0.03% of the Purchase Price of his or her Unit for each day starting from (and including) the originally scheduled Closing Date through (and including) the day before the actual Closing Date.

15. AGREEMENT SUBJECT TO PLAN BEING EFFECTIVE. The performance by Sponsor of its obligations under this Agreement is contingent upon the Plan having been declared effective in accordance with the terms and provisions of the Plan (as the same may be amended from time to time). The Plan may be withdrawn or abandoned by Sponsor only under certain conditions and at certain times, as set forth in the Plan. If the Plan is abandoned or if,

after being declared effective, the Plan is not consummated for any reason, this Agreement shall be deemed cancelled and the downpayment, together with interest earned thereon, shall be returned to Purchaser. Upon such return, neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability under this Agreement and the Plan.

16. SPONSOR'S INABILITY TO CONVEY THE UNIT. If Sponsor is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Agreement and the Plan by reason of a defect in title, substantial damage or destruction of the building by fire or other casualty, or the taking of any material portion of the Property by condemnation or eminent domain Sponsor shall not be obligated to bring, any action or proceeding or otherwise incur any cost or expense of any nature whatsoever in excess of its obligations set forth in the Plan in order to cure such inability. If Sponsor is not so obligated under the Plan and notifies Purchaser of its election or inability to cure such title defect, and if Purchaser is not in default hereunder, Purchaser's sole remedy shall be to either (a) take title to the Unit subject to such title defect (without any abatement in, or credit against, the Purchase Price, or any claim or right of action against Sponsor for damages or otherwise) or (b) terminate this Agreement. If Purchaser so elects to terminate this Agreement, Sponsor shall, within thirty (30) days after receipt of notice of termination from Purchaser, return to Purchaser all sums deposited by Purchaser hereunder, together with interest earned thereon, if any. Upon making such payment, this Agreement shall be terminated and neither party hereto shall have any further rights, obligations or liability to or against the other under this Agreement or the Plan. The foregoing remedy must be exercised by notice of Purchaser in writing to Sponsor within fifteen (15) days after the giving of Sponsor's notice of election not to cure such inability, failing which it shall be conclusively deemed that Purchaser elected the remedy described in clause (a) above (i.e., to acquire title subject to such inability).

17. FIXTURES. APPLIANCES AND PERSONAL PROPERTY. Only those fixtures, appliances and items of personal property which are described in the Plan as being included in the Unit are included in this sale. No portion of the Purchase Price shall be attributable to such items.

18. CONSTRUCTION.

18.1 The construction of the Building and the Unit, including the materials, equipment and fixtures to be installed therein, shall be substantially in accordance with the Plan and the Plans and Specifications (as defined in the Plan), subject to the right of Sponsor to amend the Plan and the Plans and Specification in order to substitute materials, equipment or fixtures of equal or better quality, provided that the approval of any governmental authorities having jurisdiction is first obtained (if required). The issuance of a final Certificate of Occupancy for the Building shall be deemed presumptive evidence that the Building and the Unit have been fully completed in accordance with the Plan and the Plans and Specifications. However, nothing herein contained shall excuse Sponsor from its obligation to correct any defects in construction in accordance with the conditions set forth in the Section of the Plan entitled "Rights and Obligations of Sponsor."

18.2 The construction of the Building and the Unit and the correction of any defects in construction are the responsibility of Sponsor to the extent required under the Plan. Purchaser acknowledges and agrees that Sponsor will not be liable for, and will have no obligation to correct, certain variations from the Plan and Plans and Specifications as indicated in the Section of the Plan entitled "Rights and Obligations of Sponsor" and will only be responsible to correct any construction defects to the extent, and on the terms and conditions, set forth in such Section.

18.3 The closing of title shall occur only after, or concurrently with, compliance with the prerequisites set forth under "Terms of Sale" in Part I of the Plan. As a result if all other prerequisites not involving the construction of the Unit are met, Purchaser shall be obligated to close and complete payment of the full Purchase Price (without provision for escrow) once a temporary or permanent Certificate of Occupancy is issued for the Unit and notwithstanding the incomplete construction and/or decoration of any other portions of the Building not affecting the Unit.

18.4 Sponsor has projected the First Closing of a Unit for August, 2013 based upon the current construction schedule. The actual date for the First Closing is not guaranteed or warranted, and may be earlier or later depending on the progress of construction and compliance with the other prerequisites recited in the Section of the Plan entitled "Terms of Sale". Purchaser acknowledges that construction may be delayed by late delivery of material or equipment, labor difficulties, unavailability of building trades, casualty, inclement weather and other events beyond Sponsor's reasonable control. Purchaser further acknowledges that the units in the Building will be completed at varying times over a period that could extend well beyond the First Closing. The order in which these units will be completed is in the discretion of Sponsor. Purchaser acknowledges that except as otherwise provided in the Plan, Purchaser shall not be excused from paying the full Purchase Price, without credit or set-of, and shall have no claim against Sponsor for damages or losses, in the event that the First Closing occurs substantially later than the projected date, or the time to complete or to close title to Purchaser's Unit is delayed or is postponed by Sponsor.

19. INSPECTION OF THE UNIT. At least two weeks (but not more than one month) prior to the Closing Date, the Sponsor or Selling Agent shall notify Purchaser that the Unit is ready for inspection. Upon receipt of the notice, Purchaser shall promptly arrange an appointment with the Selling Agent to inspect the Unit at least one (1) week prior to the Closing Date. Purchaser or his or her duly authorized agent shall attend such inspection and shall complete, date and sign the Inspection Statement (in the form set forth as Schedule B to this Agreement) and deliver same to the Selling Agent at the conclusion of the inspection. Failure of Purchaser either to arrange such appointment or to inspect the Unit within the week prior to the Closing Date or to so sign and deliver the completed Inspection Statement shall not excuse Purchaser from paying the balance of the purchase price when due and shall constitute Purchaser's full acceptance of the Unit. However, nothing herein shall relieve Sponsor of its obligations as set forth in the Section of the Plan entitled "Rights and Obligations of Sponsor".

20. DAMAGE TO THE UNIT. If between the date of this Agreement and the closing of title the Unit is damaged by fire or other casualty, the following shall apply:

20.1 The risk of loss to the Unit by fire or other casualty until the earlier of closing of title or possession of the Unit by Purchaser, is assumed by Sponsor, provided that Sponsor shall have no obligation or liability to repair or restore the Unit. If Sponsor elects to repair or restore the Unit, this Agreement shall continue in full force and effect. Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Condominium Board and other Unit Owners if the Declaration has theretofore been recorded, belong entirely to Sponsor and, if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor. The provisions of the preceding sentence shall survive the closing of title.

20.2 In the event Sponsor notifies Purchaser that it does not elect to repair or restore the Unit, or, if the Declaration has been recorded prior thereto, the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, this Agreement shall be deemed cancelled and of no further force and effect and Sponsor shall return to Purchaser all sums deposited by Purchaser hereunder, together with interest earned thereon, if any, and neither party hereto shall have any further rights, obligations or liability to or against the other hereunder or under the Plan, except that if Purchaser is then in default hereunder (beyond any applicable grace period), Sponsor shall retain all such sums deposited by Purchaser hereunder, together with any interest earned thereon, as and for liquidated damages.

21. NO REPRESENTATIONS. Purchaser acknowledges that Purchaser has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners, the estimated Common Charges allocable to the Unit, the estimated real estate taxes on the Unit, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, the right to any income tax credit with respect to the purchase of the Unit, or any other data, except as herein or in the Plan specifically represented. Purchaser has relied solely on his own judgment and investigation in deciding to enter into this Agreement and purchase the Unit. No person has been authorized to make any representations on behalf of Sponsor except as herein or in the Plan specifically set forth. No oral representations or statements shall be considered a part of this Agreement. Sponsor makes no representation or warranty as to the work, materials, appliances, equipment or fixtures in the Unit, the Common Elements or any other part of the Property other than as set forth herein or in the Plan. Purchaser agrees (a) to purchase the Unit without offset or any claim against, or liability of, Sponsor, whether or not any layout or dimension of the Unit or any part thereof, or of the Common Elements, as shown on the Floor Plans on file in Sponsor's office and filed or to be filed in the City Register's Office, is accurate or correct, and (b) that Purchaser shall not be relieved of any of Purchaser's obligations hereunder by reason of any immaterial or insubstantial inaccuracy or error. The provisions of this Article 21 shall survive the closing of title.

22. PROHIBITION AGAINST ADVERTISING. Prior to the closing of title,

Purchaser agrees not to list the Unit for resale or rental with any broker or to advertise or otherwise offer, promote or publicize the availability of the Unit for sale or lease, without Sponsor's prior written consent.

23. INTENTIONALLY OMITTED.

24. BROKER. Purchaser represents to Sponsor that Purchaser has not dealt with any broker in connection with this transaction other than the Selling Agent and _____and Purchaser shall pay the commission of any broker with whom Purchaser may have dealt, other than the Selling Agent and the aforementioned broker. Purchaser agrees that should any claim be made against Sponsor for commissions by any broker, other than the Selling Agent, on account of any acts of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold Sponsor free and harmless from and against any and all liabilities and expenses in connection therewith, including reasonable legal fees. The provisions of this Article shall survive the closing of title.

25. AGREEMENT MAY NOT BE ASSIGNED.

25.1 Purchaser does not have the right to assign this Agreement without the prior written consent of Sponsor, which consent may be unreasonably withheld or delayed. 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 entitled 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 of this Agreement, then the Purchaser shall pay Sponsor, at the Closing, an assignment fee equal to twenty-five (25%) of the consideration being paid by the assignee to the Purchaser in connection with any such assignment and an additional $1,000, in advance, to Sponsor's counsel for preparation and processing of the assignment. [By way of illustration of the foregoing and for example purposes only, in the event that a Purchaser entered into a contract to purchase a Unit and in the further event that said Purchaser received the sum of $300,000.00 to assign his or her interest in the contract with respect to the Unit, then in such event, the Purchaser would owe the Sponsor the sum of $75,500.00 as a condition precedent to the Sponsor consenting to the assignment]. Any purported assignment by Purchaser in violation of this Agreement shall be a default by Purchaser, entitling Sponsor to the remedies set forth in Article 14 hereof, and shall be voidable at the option of Sponsor.

25.2 Notwithstanding anything to the contrary contained in this Paragraph 24, if Purchaser has signed this Agreement in an individual name (and not in the name of an entity), Purchaser shall have a onetime right to assign Purchaser's rights under this Agreement, in whole, but not in part, to an entity "controlled" (as such term is defined below) by Purchaser, (the entity to which the rights are assignable may be a trust, limited liability company or a corporation) or to member(s) of Purchaser's immediate family, provided that (i) Purchaser designates such assignee at least 5 business days prior to the Closing Date; (ii) Purchaser delivers to Sponsor's counsel a fee in the amount of $1,000.00 for its services required in connection with the preparation of the assignment and assumption agreement; (iii) the Closing will not be delayed as a result of such assignment, (iv) the assignee of this Agreement assumes in writing, by an instrument prepared by

Sponsor's counsel, the obligations of Purchaser under this Agreement and (v) the assignment is made without consideration. As used in this subparagraph, the term "control" shall mean the control, either directly or indirectly, of at least 51% of the voting shares or equity interests of such assignee, together with the authority to direct and manage the affairs of such assignee, which shall include Purchaser being the managing general partner of such partnership or the principal manager or managing member of such limited liability company. Any obligations of Purchaser may be performed by such assignee, and Sponsor agrees to accept such performance as if it were the performance of the Purchaser. No such assignment shall modify Purchaser's obligations hereunder, including without limitation, Purchaser's indemnity obligations contained in this Agreement, reduce or limit any liability or obligation of Purchaser who shall remain primarily liable notwithstanding any liability assumed by assignee. Unless Purchaser complies with the provisions of this subparagraph, any purported assignment by Purchaser shall be null and void and of no effect as against Sponsor.

26. BINDING EFFECT. The submission of this Agreement to Purchaser does not create a binding obligation on the part of Sponsor. This Agreement shall not be binding on Purchaser or Sponsor until a fully executed counterpart hereof has been delivered to Purchaser. If this Agreement is not accepted within fifteen (15) days from the date hereof by the delivery to Purchaser of a fully executed counterpart, this Agreement shall be deemed to have been rejected and cancelled and the deposit paid on the execution hereof shall be promptly returned to Purchaser. Prior to Sponsor's countersigning and returning this Purchase Agreement to Purchaser, and at any time thereafter, Purchaser agrees upon request to provide Sponsor with written information about Purchaser's employment, financial and rental/ownership history. Such information obtained prior to countersignature may be used to determine Purchaser's qualification to purchase and own the Unit, but does not constitute a reservation or binding obligation on either Purchaser or Sponsor. Sponsor has the right, without incurring any liability, to reject this Agreement without cause or explanation to Purchaser. This Agreement may not be rejected due to Purchaser's sex, race, creed, color, national origin, ancestry, disability, marital status, or other ground proscribed by law.

27. NOTICES.

27.1 Any notice, election, demand, request, letter, consent or other communication hereunder or under the Plan shall be in writing and either delivered in person or sent, postage prepaid, by registered or certified mail return receipt requested or by Federal Express or other reputable overnight courier, with receipt confirmed to 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 Meister Seelig & Fein LLP, at 125 Park Avenue, 7th Floor, New York, New York in the same manner as notice is given to Sponsor. Either party may hereafter designate to the other in writing a change in the address to which notices are to be sent. Except as otherwise expressly provided herein, a notice shall be deemed given when personal delivery or delivery by overnight courier is effected, or in the case of mailing, the three (3) days after the date of mailing, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address. Any notice either of the parties hereto receives from the other party's attorneys shall be deemed to be notice from such party itself.

27.2 Sponsor hereby designates and empowers both the Selling Agent and Sponsor's counsel, Meister Seelig & Fein LLP, as Sponsor's agents to give any notice to Purchaser under this Agreement (including, without limitation, a notice of default) in Sponsor's name, which notice so given shall have the same force and effect as if given by Sponsor itself.

28. JOINT PURCHASERS. The term "Purchaser" shall be read as "Purchasers" if more than one person are Purchasers, in which case their obligations shall be joint and several.

29. LIABILITY OF SPONSOR. Sponsor shall be excused from performing any obligation or undertaking provided for in this Agreement for so long as such performance is prevented, delayed or hindered by an act of God, fire, flood explosion, war, riot, sabotage, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor. Sponsor's time to perform such obligations or undertaking shall be tolled for the length of the period during which such performance was excused.

30. FURTHER ASSURANCES. Either party shall execute, acknowledge and deliver to the other party such instruments, and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

31. AGREEMENT NOT CONTINGENT UPON FINANCING. The obligations of Purchaser under this Agreement are not contingent on Purchaser's obtaining financing. Purchaser understands and agrees that if Purchaser chooses to finance his or her purchase of the Unit through a lending institution and obtain a commitment therefrom, that neither the inability to obtain financing, or a subsequent change in the terms of such commitment, the expiration or other termination of such commitment, nor any change in his or her financial status or condition shall release or relieve him or her of his or her obligations pursuant to this Agreement.

32. COSTS OF ENFORCING AND DEFENDING AGREEMENT. Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in defending Sponsor's rights under this Agreement or, in the event Purchaser defaults under this Agreement beyond any applicable grace period, in canceling this Agreement or otherwise enforcing Purchaser's obligations hereunder.

33. SEVERABILITY. If any provision of this Agreement or the Plan is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Agreement or the Plan and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Agreement or the Plan, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by law.

34. STRICT COMPLIANCE. Any failure by either party to insist upon the strict performance by the other of any of the provisions of this Agreement shall not be deemed a

waiver of any of the provisions hereof, and each party, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other party of any and all of the provisions of this Agreement to be performed by such party.

35. GOVERNING LAW. The provisions of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed wholly in the State of New York, without regard to principles of conflicts of law.

36. WAIVER OF JURY. Except as prohibited by law, the parties shall, and they hereby do, expressly waive trial by jury in any litigation arising out of, or connected with, or relating to, this Agreement or the relationship created hereby or in the Plan. With respect to any matter for which a jury trial cannot be waived, the parties agree not to asset any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived.

37. ENTIRE AGREEMENT. This Agreement, together with the Plan, supersedes any and all understandings and agreements between the parties and constitutes the entire agreement between them with respect to the subject matter hereof.

38. 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.

39. 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.

40. RULE OF CONSTRUCTION. There shall be no presumption against the draftsman of this Agreement.

41. SUCCESSORS AND ASSIGNS. The provisions of this Agreement shall bind and endure to the benefit of Purchaser and his heirs, legal representatives, successors and permitted assigns and shall bind and endure to the benefit of Sponsor and its successors and assigns.

42. NO ORAL CHANGES. This Agreement cannot be changed or terminated orally. ANY CHANGES OR ADDITIONAL PROVISIONS MUST BE SET FORTH IN A RIDER ATTACHED HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES HERETO OR BY AN AMENDMENT TO THE PLAN.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SPONSOR:

318 West 47th Street, LLC
A Delaware limited liability company

By: _____
Name:
Title: Authorized Signatory

PURCHASER:

_____

_____

_____
(Social Security or Federal LD. Number)

Telephone No. _____

SCHEDULE A TO PURCHASE AGREEMENT
PERMITTED ENCUMBRANCES

1. Building restrictions and zoning and other regulations, resolutions and ordinances and any amendments thereto now or hereafter adopted.

2. Any state of facts which an accurate survey or personal inspection of the Property would show, provided such state of facts would not prevent the use of the Unit for dwelling purposes.

3. The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations, all as set forth in the Declaration, the By-Laws (and the Rules and Regulations made thereunder), the Power of Attorney from the Purchaser to the Condominium Board, and the Floor Plans as all of the same may be amended from time to time.

4. Consents by the Sponsor or any former owner of the Land for the erection of any structure or structures on, under or above any street or streets on which the Property may abut.

5. Any easement or right of use in favor of any utility company for construction, use, maintenance or repair of utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles and other equipment and facilities on, under and across the Property.

6. Revocability of licenses for vault space, if any, under the sidewalks and streets.

7. Any easement or right of use required by Sponsor or its designee to obtain a temporary, permanent or amended Certificate of Occupancy for the Building or any part of same.

8. Encroachments of stoops, cellar steps or doors, trim, copings, retaining walls, bay windows, balconies, sidewalk elevators, fences, fire escapes, cornices, foundations, footings and similar projections, if any, on, over, or under the Property or the streets or sidewalks abutting the Property, and the rights of governmental authorities to require the removal of any such projections and variations.

9. Leases and service, maintenance, employment, concessionaire and license agreements, if any, of other Units or portions of the Common Elements.

10. The lien of any unpaid Common Charge, real estate tax, water charge or sewer rent, or vault charge, provided the same are adjusted at the closing of title.

11. The lien of any unpaid assessment payable in installments (other than assessments levied by the Condominium Board), except that the Sponsor shall pay all such assessments due prior to the Closing Date (with the then current installment to be apportioned as of the Closing Date) and the Purchaser shall pay all assessments due from and after the Closing Date.

12. Any declaration or other instrument affecting the Property which the Sponsor deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the demolition, construction, alteration, repair or restoration of the Building.

13. Any encumbrance as to which First Nationwide Agency, LLC. would be willing, in a fee policy issued by it to the Purchaser, to insure the Purchaser that such encumbrance (a) will not be collected out of the Unit if it is a lien or (b) will not be enforced against the Unit if it is not a lien.

14. Any other encumbrance, covenant, easement, agreement, or restriction against the Property other than a mortgage or other lien for the payment of money, which does not prevent the use of the Unit for dwelling purposes.

15. Any lease covering the Unit(s) made from the Sponsor to the Purchaser.

16. Any violation against the Property (other than the Unit) which is the obligation of the Condominium Board, or another Unit Owner to correct.

SCHEDULE B TO PURCHASE AGREEMENT
INSPECTION STATEMENT

318 West 47 LLC

Re: **318 WEST 47 CONDOMINIUM**
318 West 47th Street
New York, New York

Gentlemen:

As a result of my/our final inspection, please be advised that except as otherwise noted, I/we found the following items in good condition, free of chips, mars, breaks or other defects:

Items	Initials	Exceptions if any
Windows		
Electric fixtures & lights		
Interior painted surfaces		
Bathroom sink, tub, toilet & shower doors & trim		
Kitchen sink		
Kitchen Appliances		
Hardware		
Flooring		
Intercom System		
Fireplace (if any)		

I/we understand that to prevent pilferage, certain items such as medicine cabinet doors, shower heads, toilet seats, and vanity and kitchen cabinet knobs will be installed just prior to my/our date of moving. I/we agree and I/we will sign off each item requiring adjustment or repairs as it is completed.

Purchaser's Signature

Purchaser's Signature

Sponsor's Representative

EXHIBIT B

UNIT DEED

UNIT DEED

THIS INDENTURE, made the _____ day of _____, 201___, between 318 West 47th Street, LLC, a Delaware limited liability company, having an office at 19 West 21 Street, New York, New York (the "**Grantor**") and _____ (the "**Grantee**"), having an address at _____.

WITNESSETH:

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**" known as Unit No. _____ in the building (the "**Building**") known as the 318 WEST 47 CONDOMINIUM (the "**Condominium**") and by the street number 318 West 47th Street, Borough of New York, County of New York, City and State of New York, said Unit being designated and described by the above Unit Number in a certain declaration dated _____, 20___, made by Grantor pursuant to Article 9-B of the Real Property Law of the State of New York (the "**Condominium Act**") establishing a plan for condominium ownership of the Building and the land (the "**Land**") upon which the Building is situate (which Land is more particularly described in Exhibit A annexed hereto and by this reference made a part hereof), which declaration was recorded in the New York County Office of the Register of the City of New York (the "**Register's Office**") on _____, 20___, in as CRFN Number (the "**Declaration**"). The Unit is also designated as Tax Lot ___ in Block __ in the Borough of New York on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of the Building, certified by _____ on _____, _____, and filed with the Real Property Assessment Department of The City of New York and on _____, ____, as Condominium Plan No. _____ and also filed in the Register's Office on _____, ____, as Map No. _____;

TOGETHER with an undivided _____% interest in the Common Elements (as such term is defined in the Declaration);

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to the Unit;

TOGETHER with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration, Floor Plans and the by-laws of the Condominium (the "**By Laws**"), as the same may be amended from time to time, all of which constitute covenants running with the Land and shall bind any person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein.

TOGETHER with the benefits and easements granted pursuant to and described in, and subject to the burdens, if any, contained in the following documents recorded in the Register's Office:

SUBJECT also to such other liens, agreements, covenants, easements, restrictions, consents and other matters of record as pertain to the Unit, to the Land and/or to the Building (which Land and Building are collectively referred to as the "**Property**").

TO HAVE AND TO HOLD the same unto the Grantee and the heirs or successors and assigns of the Grantee forever.

[If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to, the provisions of the Condominium Act, or if any provision which is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of the Declaration shall control.]

Except as otherwise specifically permitted by the Condominium Board or provided in the Declaration or the By-Laws, the Unit is intended for residential use only.

The Grantor covenants that the Grantor has not done or suffered anything whereby the Unit has been encumbered in any way whatever, except as set forth in the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws).

The Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the 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.

This conveyance is made in the regular course of business actually conducted by the Grantor.

The term "Grantee" shall be read as "Grantees" whenever the sense of this indenture so requires.

All capitalized terms used herein which are not separately defined herein shall have the meanings given to those terms in the Declaration or the By-Laws of the Condominium.

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this Indenture as of the day and year first above written.

SPONSOR:

318 West 47th Street, LLC, a
Delaware limited liability company

By: _____
Name:
Title:

_____
Grantee

_____
Grantee

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On the __ day of _____ in the year _____, before me, the undersigned personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature and Office of individual
taking acknowledgment

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On the __ day of _____ in the year _____, before me, the undersigned personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature and Office of individual
taking acknowledgment

EXHIBIT C

DESCRIPTION OF PROPERTY AND BUILDING SPECIFICATIONS

318 West 47th Street Condominium

Description of Property and Specifications

Prepared by:
William Leggio Architect LLC
584 Broadway, Suite 1109
New York, NY 10012



Date: March 11, 2016

SCHEDULE G

A. Location and Use of Property

The project is proposed as one zoning lot containing one six story with penthouse building. The proposed uses for the building generally are five (5) individual residences as well as the residential lobby, mechanical spaces, and trash compactor. The five apartment units are located as follows – one (1) Maisonette Unit located at the cellar, first floor, and second floor; three (3) separate Two Bedroom Units located at the third, fourth, and fifth floors; and one (1) Duplex Penthouse Unit located at the sixth floor and sixth floor penthouse. This property and its proposed use will comply with zoning and use regulations. A Temporary Certificate of Occupancy will be presented at Closing.

1. Address: 318 West 47th Street, New York, NY

2. Block: 1037 Lot: 44 Borough: Manhattan

3. Zoning: The property is in the R-8 Zoning District and is within the Special Clinton District.

4. Permissible Use: Residential

5. Year Built: 1921 Estimated;
Complete Alteration for Change of Use from Commercial to Residential and for Vertical and Horizontal Enlargement of the building started in 2014 and is currently under construction.

B. Status of Construction

The building is classified as construction classification IC per the 1968 Building Code of the City of New York in which many walls, exit ways, shafts, structural embers, floors, and roofs are constructed of noncombustible materials and assemblies generally affording the fire resistance rating of two hours. All work including general construction, heating, ventilation, plumbing, and electrical work must be completed before a permanent certificate of occupancy can be issued. The Sponsor will obtain a temporary Certificate of Occupancy prior to closing. The Complete Alteration for Change of Use from Commercial to Residential and for Vertical and Horizontal Enlargement of the building started in 2014 and is currently under construction under NYC DOB Alteration Type 1 Building Permit # 121237198.

C. Site

Building will be located at 318 West 47th Street, New York, New York and occupies Block 1037, Lot 44 in the Borough of Manhattan on the New York City tax map. The size of the entire zoning lot is 2,510.42 sq. ft. as per Survey No. 14045 of Professional Land Surveyor Paul Barylski, aka A & B Engineering and Land Surveying, P.C., Jamaica, NY (ph. 718-657-8444). The street fronting the site, West 47th Street, is a one way street going west paved with asphalt which is in fair condition. The existing

sidewalk and curbing is in fair condition and will be replaced with new concrete paving as per a Builders Pavement Plan filed with and approved by the Department of Highways. There is one fire hydrant on the east side and one fire hydrant on the west side of West 47th Street.

D. Utilities

A. Water

Water is obtained by tap to the New York City water main located in West 47th Street. The building will have a separate water meter that will be installed prior to closing of residential units. All water invoices will be combined and will be a Common Charge of the Condominium. Rates for water use are set by the NYC Water Board.

B. Sewer

The building will be connected to the sanitary sewer located in West 47th Street and maintained by the New York City Sewer Department. From the property line to the city sewer line the sewer size will be eight inches. The Condominium will be responsible to maintain and repair the sewer within the boundary of the Condominium. There are charges for the sewer connections to the street sewers and the sewer tax will be paid as part of the Common Charge of the Condominium.

Storm drainage will gathered on site and will be discharged into a combined sanitary/storm sewer located in West 47th Street.

C. Gas

Gas service will be provided by Con Edison through an underground connection on West 47th Street. The gas service for the building will fuel heat, cooking at the Duplex Penthouse and Maisonette units (only), the laundry dryers in each Unit, and hot water throughout. There will be valved outlets at the Maisonette rear yard and the Duplex Penthouse south terrace for gas barbeques. Piping will be black iron schedule 40 pipe with malleable fittings. There will be two master gas meters for the building (one for cooking and dryer gas usage and the second for heating and domestic hot water) and the cost of all of the gas consumption will be included in the Common Charge of the Condominium.

D. Electrical

Electric service to the building will be underground by connection to electric service on West 47th Street. The incoming service shall be 1700 Amps. All circuits will be protected with circuit breakers. All wiring from load side of meter into the buildings as well as all wiring in the building is to be copper and will be

installed in accordance with requirements of the New York Board of Fire Underwriters and the Department of Water Supply, Gas and Electricity. All electrical wall outlets are duplex receptacles. In all rooms where there is no ceiling fixture, one (1) duplex receptacle will be controlled by a switch. All lighting circuits will be protected with a twenty (20) ampere circuit breaker. All utility outlets shall be protected with a twenty (20) ampere circuit breaker as per the New York City Electrical Code Requirements. Separate circuits will be provided for the washing machine/dryer, and VRF fan coil air conditioning units. Each residential unit will be provided with a 3 wire, 120/208-volt single phase 200 ampere service and 200 amp panel box to feed with a 200 amp feed.

All residential units will be provided with electrical installations consisting of branch wiring, receptacles, lighting, and other electrical devices. Lighting within the apartments will typically be incandescent, MR-16 or LED fixtures with lights provided in living rooms, hallways, closets, bathrooms, and kitchens.

Metering for the house loads will be by a single 200 ampere C/T section.

Apartments will be individually metered via Con Ed approved stackable meter banks fed from a single 1200 ampere un-metered service switch. Each apartment will be served single phase, 3 wire, 120/208 volt electricity. All residential units will be separately metered for individual electrical consumption and all costs associated therewith will be the sole cost of the Condominium Unit Owner. All common electric use will be included in the Common Charge of the Condominium and charged to each residential unit as part of their common charges.

The building does not have an emergency generator.

E. Telephone/Cable/WiFi

Verizon and/or Time Warner Cable will provide telephone/cable/data service. Each residential unit will be separately billed and the telephone service to each unit will be the sole responsibility of the Condominium Residential Unit. There will be no common telephone.

Cable/WiFi service will be available to each residential unit through wiring provided form a central patch panel in the cellar to a location within each unit. Each unit owner will be responsible for arranging final connections, for obtaining a service account, and for the cable television service for their unit.

Wiring designed for data transmission will be provided from a central patch panel in the cellar to a single location within each unit. Each unit will have distribution wiring form that location to various locations within the unit. Each unit owner will be responsible for arranging final connections and for all costs of equipment

and maintenance, and for obtaining a service account if required, and for the cost of operating and service for their unit.

F. Auxiliary Facilities

a. Laundry Facilities:

Each residential unit will have a laundry room, complete plumbing for water and waste connections, and 110v electrical outlets for side-by-side washing machine and dryer. Washer & dryer will be included as follows:

Electrolux Washer
EWFLS7 JIW

Electrolux Dryer
EWMGD7JIW

Dryers will be gas fired and connected to an exhaust duct riser to a roof exhaust fan via individual ducts.

b. Refuse Disposal

Each residential unit will have its own trash chute. There will be a trash compactor in the cellar that will combine the trash from all units and a superintendent for the building will bring the refuse to the street for regular collection by the City of New York Department of Sanitation. Each residential unit must be responsible for recyclable refuse to be deposited at a to-be-determined location in the cellar.

G. Fireplaces

There are no fireplaces within the Condominium development.

H. Plumbing and Drainage

The building will be provided with a complete fire sprinkler system, in accordance with the NYC Building Department Code. All spaces except for spaces exempt will include sprinkler heads and piping. The system will be served by a sprinkler booster pump. A Siamese connection will be located at the street facade elevation of the building.

Piping for the sanitary sewage systems shall be service weight cast iron with hubless fittings. There is a sump pit and duplex ejector pump in the cellar to discharge sanitary waste into the street combined sewer. A sump pump is provided for the elevator pit.

Hot water for residential domestic water use shall be provided by means of indirect domestic hot water heater and storage tanks – One (1) Turbomax Indirect water heater with 120 gallon and re-circulating pumps. The Turbomax water heater is rated for 300 gallons per hour at 100° F rise output.

The domestic hot water system described above will be adequate to take care of the 5 apartments' normal shower usage and has a recovery rate of 300 gallons per hour from 40° F to 140° F. Piping to and throughout the apartment will be in copper pipe.

Storm Drainage System: Roof and area drains are provided with cast iron service weight piping and no hub fittings. These will be connected and drained by gravity to the combined sewer in West 47th Street. There will be a minimum of 2 yard drains and 8 roof drains.

I. Sprinkler

The building will be fully sprinklered. There will be a combination 4" incoming sprinkler service (with a 2-inch domestic water take-off) from West 47th Street with check valve and booster pumps leading to two risers. There will be a riser with floor control valve and drain down in the exit stair that will serve the sprinkler heads distributed throughout the Units and common spaces. A second riser is dedicated solely to the trash chute (as required by NYC Building Code). There will be an inspector's test valve and pressure gauge at the head of the stair, and there will be a Siamese connection at the west side of the West 47th Street facade.

J. Heating

The building shall be provided with a central hot water boiler plant. The boiler plant shall consist of a sealed combustion, gas fired condensing boiler, Laars Model NTH-600 rated at 576,000 gross output with fully integrated controls. The hot water shall be circulated by means of end suction base mounted pumps by schedule 40 steel and type L copper piping to flat panel radiators wall mounted under the windows on the north and south sides of the building.

The residential units shall be heated by the panel baseboard radiator units mounted on the exterior walls and be sized to meet the heating loads specified by the mechanical engineer. At the Maisonette there will be one recessed floor trench heater. The residential units have a secondary heating system provided by the individual ceiling mounted fan coil units located within each unit.

Each apartment will have a thermostat to control the heat. The central control panel in boiler room shall control the operation of the boiler as determined by the outdoor temperature in accordance with NYC Building Code requirements. The

hot water supplying the panel radiators in the units will be included in the Condominium Common Charges.

Electric wall heaters will heat the exit stairway. The lobby will be heated and cooled through the VRF fan coil unit. The charge for this will be included in the Condominium Common Charges.

Heating system (consisting of perimeter radiators and heat pump fan coil units) will be adequate to maintain indoor temperature of 72° F. with outside temperature of 15° F.

The Units can supplement heating with the use of the VRF fan coils. The electric costs and maintenance costs for these units will be the responsibility of the Unit owner.

K. Air Conditioning

Each 2-bedroom apartment will be provided with three Variable Refrigerant Flow (VRF) ceiling mounted fan coil units with ductwork distribution to living spaces. The Maisonette apartment will be provided with two floor mounted VRF fan coil units and four ceiling mounted VRF fan coil units. Each apartment will have its own roof top air cooled condensing unit serving the individual fan coils within the individual apartment. The first floor Maisonette will have two air cooled condensing units.

Each fan coil unit will be controlled by individual thermostats, fan coil units and condensers will be LG units or equivalent. The cost to operate and maintain each unit will be the responsibility of each unit owner.

The Trash Compacter Room and Lobby will each be provided with approximately one ton VRF fan coil units and condenser systems. The Elevator Machine Room will be provided with an approximate one ton AC unit. Costs of operating and maintaining these three systems will be included in the residential Common Charges for all units.

The air conditioning systems will be designed to meet or exceed industry standards to maintain indoor air temperature within the units. Cooling is predicated on 89° F ambient temperature and 78° F base indoor temperature per the NYC Energy Conservation Code.

L. Ventilation

Mechanical ventilation for residential units will be provided for bathrooms and powder rooms. Mechanical ventilation for toilets will consist of shared ductwork extending through the roof with exhaust fans at the roof level. The Trash Compactor Room shall be ventilated with a separate exhaust fan on the roof.

Costs of operating and maintaining these systems will be included in the residential Common Charges for all units.

Mechanical ventilation for the three kitchens at the Two Bedroom Units will be shared with a common exhaust duct and fan and on a centrally controlled timer. Costs of operating and maintaining these systems will be included in the residential Common Charges for those specific units.

Individual and separate mechanical ventilation for the kitchens at the Maisonette Unit and the Duplex Penthouse Unit will be individually controlled from within each unit. Costs of operating and maintaining these systems will be the responsibility of those individual units.

Adjustable registers with fire dampers or duct boots will be provided. 50 CFM minimum exhaust from each bath and 100 CFM minimum exhaust from each interior kitchen. Fans will operate on time clocks as permitted by NYC Code.

M. Intercommunication systems

A video intercom system will be provided for all Residential Units in the building. There will be an intercom station with monitor capability within each unit. There will be a video camera and intercom station outside the lobby entrance.

N. Public area lighting

Lighting in building stairs, cellar corridor, and first floor lobby will be either surface mounted LED or fluorescent fixtures with battery pack emergency ballasts as required.

E. Sub-Soil Conditions / Building Survey

Test pits inspections in the cellar were performed on Feb 12, 2014, April 2, 2014 and April 3, 2014 by RA Associates with Walter Papp, Structural Engineer filing result of those inspections at the NYC DOB. The soils were generally New York City Building Code classification of 1b (Medium Hard Rock) and 1c (Soft Rock). The existing structural walls and soil has been determined by the structural engineer to be able to adequately support a building of seven stories in height.

The Survey No. 14045 as provided by Professional Land Surveyor Paul Barylski, a.k.a. A & B Engineering and Land Surveying, P.C., Jamaica, NY (ph. 718-657-8444) indicates no visible streams of natural watercourses in the property. The building is located outside the FEMA flood hazard zone and is located in the unshaded "X" zone.

F. Landscaping and Outdoor Space

There is a landscaped area at the rear yard of the first floor that is accessible only to and for the sole use of the owner of the Maisonette Unit. The seventh floor (penthouse) rooftop has an outdoor terrace at the south side and a second outdoor terrace on the north side that are both for the exclusive use of Duplex Penthouse Unit. At the street in the front of the building there is a heated sidewalk.

G. Building Height

The height of the building at the penthouse roof measuring from the base plane along West 47th Street to the top of the 6th floor Penthouse roof is approximately 65'-10". A height of 66'-0" is the maximum height permitted in the Special Clinton Zoning district.

The building is legally established in height as six stories with a sixth floor penthouse. The ceiling heights of living rooms and bedrooms (habitable rooms) in the residential apartments are approximately 8'-6" high. The ceiling height on the first floor and a southern portion of the 6th floor is approximately 9'-0". The parapet or railings on the 2nd floor and penthouse floor terraces are 3'-6" high. There are railings meeting code requirements on the bulkhead and penthouse roofs. The elevator equipment room and stair bulkheads are penthouse bulkhead rooftop level along with miscellaneous mechanical equipment and plumbing stacks.

H. Occupancy

The total number of condominium units is five (5). There is one (1) Maisonette unit with three bedrooms, a study, an office and a cellar recreation room; as well as three (3) Two-bedroom units; and one (1) Duplex penthouse unit with three bedrooms.

Special Occupancy Condition: The Maisonette Cellar plan filed with the DOB states; "Accessory to the Dwelling above: Not for Living Sleeping Purposes."

The Maisonette unit has exclusive use of a first floor yard and a second floor terrace. The duplex penthouse unit has exclusive use of south terrace and a north terrace on the sixth floor penthouse level.

Storage bins located separate from the unit and located in the cellar are provided for each of the Two Bedroom Units and the Duplex Penthouse Unit (total 4 units). The Maisonette unit does not have cellar storage bin. The storage bins are constructed of welded wire mesh partitions. Lighting and power for the storage units, if provided, are a Common Charge.

I. Structural System

The structural system is principally a steel frame with metal deck and concrete fill flooring system. The steel frame is supported onto existing bearing walls and new bearing walls on the east and west property lines. Existing bearing walls at the east and west property lines are supporting floors up to the sixth floor for the northern approximately

fifty feet of the floor. The southern portion of each floor and the sixth floor penthouse and roof levels are supported on the east and west property lines by new load bearing masonry.

There are steel posts that bear on concrete footings. The floor framing is steel beams supporting concrete on metal deck. The concrete on metal deck is supported by steel beams. Stair construction is supported on CMU and brick masonry bearing walls.

A. Exterior Building:

a. North Wall: The north exterior walls will be non-load-bearing with masonry cavity wall. The interior cavity of the wall will be insulated with fiberglass insulation for an 'R' value of minimum 11, and faced with 5/8" gypsum board on the inside. The 'R' value of the total wall is approximately 13. The exterior finish is bluestone brick and porcelain panels.

b. South Wall: The south exterior is comprised of 6" heavy gage steel stud backup. The interior cavity of the wall will be insulated with fiberglass insulation for an 'R' value of minimum 11, and faced with 5/8" gypsum board on the inside. The 'R' value of the total wall is approximately 13. The exterior finish is EIFS and porcelain panels.

c. East Wall: The east wall starts at grade to the adjacent easterly buildings courtyard and extends to both the 6th floor roof and the 6th floor penthouse roofs. This wall is primarily a masonry wall with EIFS exterior finish.

d. West Wall: The west wall starts at the 6th floor of the building and extends to the parapets of the 6th floor terrace and the roof of the Duplex Penthouse unit. This wall is primarily a masonry wall with EIFS exterior finish.

Special Risk: The NYC DOB Facade Inspection and Safety Program (FISP) is in effect. A Critical Examination Report must be filed with the Department of Buildings by a Registered Design Professional according to the guidelines of Rule 103.04 and Article 302.1 of the NYC Building Code.

e. Windows: All windows to be installed will be aluminum framed with insulating double-glazed casements and fixed windows. There will be aluminum framed swing doors to balconies and aluminum framed sliding doors to terraces. All will be caulked from the exterior. The ability to withstand the cold weather will be adequate in terms of ambient temperatures in New York. Lintels will be of steel. Window sills will either be precast concrete or dimensional stone. All windows are aluminum with parts guaranteed for 5 years and paint finish guaranteed for 20 years. All aluminum windows and exterior doors are manufactured with a thermal break and with a minimum 10 year manufacturer's warranty for the seal of the insulating glass. The window model is produced by Graham or equal.

B. Parapets and Copings:

The parapets will be generally constructed of the CMU and will have either an aluminum coping or precast concrete or dimensional stone coping. Some areas will be protected by a glass and aluminum railing system and others by an aluminum or galvanized railing system.

C. Chimneys and Caps:

The building's boiler has a vent and flue is a double walled metal 'B" Vent. The boiler room is located in the cellar.

D. Balconies:

There will be balconies for all of the Two Bedroom residential units as well as the Duplex Penthouse residential unit. The balconies will be constructed of steel framing and metal deck and concrete fill. The balconies will have aluminum and glass railings or aluminum and metal cable railing systems with a height of 3'-6". The balconies will have either a ceramic tile finish or surface traffic coating.

Terraces:

The Maisonette unit and Duplex Penthouse unit will have terraces waterproofed with a modified bitumen membrane roofing system. Concrete pavers on pedestals will be installed on top of this material. There will be an aluminum and glass tube railing or aluminum and metal cable railing system into the concrete/metal deck or parapet.

E. Exterior Entrances:

The main entrances to the building are aluminum and glass doors and sidelights at the 1st floor level. The garage entrance door will be overhead retracting solid wood door and shall be the responsibility of the Maisonette Unit. All entrances will be lighted by recessed ceiling light fixtures.

F. Service Entrances:

All building deliveries will be through the lobby entrance.

G. Roof and Roof Structures:

The main roof of the building consists of a modified SBS membrane roofing system. The expected useful life of this roof is about twenty years and there shall be a 20 year manufacturer's warranty, no dollar limit, exclusive of overburden.

H. Drains

The rear yard has one yard drain and one paved drain. The second floor terrace has a roof drain and a secondary drain; the sixth floor south terrace has two roof drains with two secondary drains; the sixth floor north terrace has a roof drain with secondary drain. The sixth floor penthouse roof has a roof drain with secondary drain.

I. Skylights

There are no skylights in the building. The egress stair has a protected window at the sixth floor roof level for fire department use.

J. Bulkheads

There is an elevator bulkhead whose roof elevation is 74'-1" and an egress stair bulkhead roof whose elevation is 65'-10". These bulkheads are common elements.

K. Metalwork at Roof Levels

There are ladders at the sixth floor roof that provide fire department access to the egress stair bulkhead roof, elevator bulkhead roof, and access to the sixth floor penthouse roof and to the sixth floor north terrace from the sixth floor penthouse roof. All ladders are common elements although they may be located within limited common elements.

L. Yard and Courts

The building rear yard is partially paved and partially landscaped and is for the exclusive use of the Maisonette Residential Unit. There are no inner courtyards.

M. Interior Stair

There is one interior exit stair which has access directly into each residential unit. The exit stair also has access to a cellar hallway leading to mechanical spaces and the trash room, and to the roof. The stair and elevator core with trash chute is constructed of concrete block and gypsum board walls having a two-hour fire rating. The stairs, including treads and risers, are metal pan with concrete filled construction. The stair is a single three run stair having platforms at each floor level and roof finish level. The stair is terminated at the ground level where it exits into a corridor leading into the lobby and directly to the exterior.

N. Interior Doors and Frames:

All interior corridor doors and frames are hollow metal at the staircase and elevator entrance door to each unit. They have a minimum one and a half hour fire rating with self-closing devices. The interior apartment doors and frames for bedrooms and bathrooms are solid-core pre-painted veneer or pressed fiberboard. Closets, etc. are solid-core pre-painted veneer or pressed fiberboard. All wood interior doors have a finger jointed softwood trim or are trimless.

O. Elevator and Cab:

There is one roped hydraulic elevator of 2500 lb. capacity. The elevator operates from the cellar floor to the roof (8 stops). The elevator cab is nine feet high. The elevator cab finish is plastic laminate or stainless steel on the walls. The floor is finished with tile or walkoff matting and the ceiling has an access panel and light fixtures. The cab and its controls are handicapped accessible and gurney capable. Door type is single speed sliding open.

J. Public Area Lighting

All public spaces will be illuminated with high efficiency fluorescent lighting fixtures, or LED lighting fixtures. Exterior lighting will be high-efficiency LED type. Emergency lighting will be provided for egress in corridor and stairs.

K. Parking

There will be one (1) indoor parking space provided as part of the Maisonette Unit and is the sole responsibility of the Maisonette Unit. There are no common parking spaces and there is no common or public garage.

L. Common Areas:

The common areas of the first floor are as follows:

1. **First Floor:**

    a. **Lobby:** This space is approx. 130 sf and will contain a seating area and vestibule to the exterior.

    b. **Mail Area:** This space is 35 sf and houses a keyed mail box for each resident.

    c. **Package Closets:** Three closets totaling approximately 32 sf are located for common use of the Units.

2. **Cellar Boiler Room, Pump Room, Electric Closet and Trash Room:** There is a refuse storage area of approx. 14 sf. adjacent to the trash room. The trash compactor room of approximately 80 square feet is adjacent to the elevator shaft. There is a bike hanging system separate from the unit storage spaces with allowance for one bike per unit for all 5 units. All of the spaces noted can be accessed from a cellar hallway which opens onto the exit stair and elevator.

M. Recreation Facilities

There will be no common recreational spaces provided.

N. Safety and Warning Devices

a. Smoke detectors: The units will be have combination smoke/carbon monoxide detectors inside and outside of all bedrooms as well as in front of all elevators. The lobby, cellar hallway and roof will have smoke detectors in front of the elevators.

b. Tamper Flow switch: The sprinkler riser will have a tamper flow switch.

All devices will sound a local alarm and report to a central station.

O. Permits, Inspection and Violations

The following permits listed are required with their respective agencies.

Department of Buildings:
(a) New Building Construction Permit
(c) Plumber's Affidavit and Permit
(b) Curb Cut Permit.

Department of Highways:
(a) Crosswalk Use Permit
(b) Roadway Paving Permit
(c) Sidewalk Paving Permit
(d) Curb Work Permit

Department of Environmental Protection
(a) Sewer Connection Permit

Department of Water Supply
(a) Water Tap Permit

At this time, there is one outstanding violation for and outstanding Boiler Inspection in 1997. Since the boiler will be removed, this violation will be removed administratively.

The architect's plans have been be filed and approved by the New York City Department of Buildings.

P. Residential Unit Information

All condominium unit plans show overall floor plan with hatching symbol to indicate the exact location of individual unit as well as individual Unit plan.

Abbreviations:
BR – Brick
CB – Concrete Block
CONC – Concrete
CMT – Ceramic Mosaic Tile
CP – Concrete pavers
CT – Ceramic Tile
GWB – Gypsum Wall Board
MR – Moisture Resistant
PNT – Painted
PS – Stucco
PT – Porcelain Tile
ST – Stone
VWC – Vinyl Wall Covering
WCB – Waterproof Cement Board
WD – Wood

(a) Finish Materials Used:
Note: No material containing asbestos is to be used in this construction.

	Sub-Floor	Floor	Walls	Ceiling
Living/Dining:	CONC	WD	GWB/PNT	GWB/PNT
Kitchens:	CONC	WD	GWB/PNT	GWB/PNT
Bedrooms*:	CONC	WD	GWB/PNT	GWB/PNT
Bathrooms:	CONC	ST	WCB/CT & MRGWB/PNT	MRGWB/PNT
Master Bathrooms:	CONC	ST	WCB/CT & MRGWB/PNT	MRGWB/PNT
Powder rooms:	CONC	CMT	MRGWB/PNT	MRGWB/PNT
Laundry Room:	CONC	PT	MRGWB/PNT	
Balconies:	CONC	CT	WCB/CT/PS	MRGWB/PNT
Terraces	CONC	CP	BR/PS	-

*Includes also, Hallways, Recreation room, Study, Closets

(b) Bathroom Fixtures:

(1) Maisonette Unit

Sink
Maker: Kohler
Model: Ladena Bathroom Sink K-2214 – White

Sink Faucet
Maker: Lacava
Model: Minimal Faucet 0114SP (DX/SX) – Polished Chrome

Lavatory
Maker: Lacava
Model: Spring Lavatory 5485 – White

Deck Mounted Faucet
Maker: Lacava
Model: Minimal Faucet 0112L – Polished Chrome
Sink Drain: Included

Toilet
Maker: Kohler
Model: Veil Wall-Hung Toilet K-6303 – White
-or-
Maker: Toto
Model: Wall-Hung Toilet CT418F(G) – White Aquia

Actuator Plate
Maker: Kohler
Model: Veil Flush Actuator Plate K-6298 – Polished Chrome

Rain Shower Head
Maker: Lacava
Model: Minimal Shower Head 0420 – Polished Chrome

Wall-Mounted Shower Arm
Maker: Lacava
Model: Minimal Shower Arm 0171 – Polished Chrome

Shower Head
Maker: Lacava
Model: Minimal Shower Head 0416 – Polished Chrome

Hand Shower
Maker: Lacava
Model: Cigno Shower Head with Hose 1560 – Polished Chrome

Hand Shower Outlet
Maker: Lacava

Model: Cigno Water Intake with Hook 1563 – Polished Chrome

Shower Valve
Maker: Lacava
Model: Minimal Thermostatic Valve 0146 – Polished Chrome

Shower Drain
Maker: Schluter Systems
Model: Tile-In Shower Drain Frameless – Polished Chrome

Tub Spout
Maker: Lacava
Model: Minimal Tub Spout 0155 – Polished Chrome

Tub
Maker: Zuma Collection
Model: C6032

(2) Two-Bedroom Units

Sink
Maker: Kohler
Model: Ladena Bathroom Sink K-2214 – White

Sink Faucet
Maker: Lacava
Model: Minimal Faucet 0114SP (DX/SX) – Polished Chrome

Lavatory
Maker: Lacava
Model: Spring Lavatory 5485 – White

Deck Mounted Faucet
Maker: Lacava
Model: Minimal Faucet 0112L – Polished Chrome
Sink Drain: Included

Toilet
Maker: Kohler
Model: Veil Wall-Hung Toilet K-6303 – White
-or-
Maker: Toto
Model: Wall-Hung Toilet CT418F(G) – White Aquia

Actuator Plate
Maker: Kohler

Model: Veil Flush Actuator Plate K-6298 – Polished Chrome

Rain Shower Head
Maker: Lacava
Model: Minimal Shower Head 0420 – Polished Chrome

Wall-Mounted Shower Arm
Maker: Lacava
Model: Minimal Shower Arm 0171 – Polished Chrome

Shower Head
Maker: Lacava
Model: Minimal Shower Head 0416 – Polished Chrome

Hand Shower
Maker: Lacava
Model: Cigno Shower Head with Hose 1560 – Polished Chrome

Hand Shower Outlet
Maker: Lacava
Model: Cigno Water Intake with Hook 1563 – Polished Chrome

Shower Valve
Maker: Lacava
Model: Minimal Thermostatic Valve 0142 – Polished Chrome
Model: Minimal Thermostatic Valve 0146 – Polished Chrome

Shower Drain
Maker: Schluter Systems
Model: Tile-In Shower Drain Frameless – Polished Chrome

Tub Spout
Maker: Lacava
Model: Minimal Tub Spout 0155 – Polished Chrome

Tub
Maker: Zuma Collection
Model: C6032

(3) Duplex Penthouse Unit

Sink
Maker: Kohler
Model: Ladena Bathroom Sink K-2214 – White

Sink Faucet

Maker: Lacava
Model: Minimal Faucet 0114SP (DX/SX) – Polished Chrome

Lavatory
Maker: Lacava
Model: Spring Lavatory 5485 – White

Deck Mounted Faucet
Maker: Lacava
Model: Minimal Faucet 0112L – Polished Chrome
Sink Drain: Included

Toilet
Maker: Kohler
Model: Veil Wall-Hung Toilet K-6303 – White
-or-
Maker: Toto
Model: Wall-Hung Toilet CT418F(G) – White Aquia

Actuator Plate
Maker: Kohler
Model: Veil Flush Actuator Plate K-6298 – Polished Chrome

Ceiling-Mounted Shower Arm
Maker: Lacava
Model: Minimal Shower Arm 0169 – Polished Chrome

Wall-Mounted Shower Arm
Maker: Lacava
Model: Stilmar Shower Arm 400A – Polished Chrome

Shower Head
Maker: Lacava
Model: Minimal Shower Head 0416 – Polished Chrome
Model: Minimal Shower Head 0426 – Polished Chrome

Hand Shower
Maker: Lacava
Model: Cigno Shower Head with Hose 1560 – Polished Chrome

Hand Shower Outlet
Maker: Lacava
Model: Cigno Water Intake with Hook 1563 – Polished Chrome

Shower Valve
Maker: Lacava

Model: Minimal Thermostatic Valve 0142 – Polished Chrome
Model: Minimal Thermostatic Valve 0146 – Polished Chrome

Shower Drain
Maker: Schluter Systems
Model: Tile-In Shower Drain Frameless – Polished Chrome

Tub Spout
Maker: Lacava
Model: Minimal Tub Spout 0155 – Polished Chrome

Tub
Maker: Zuma Collection
Model: C6032

(c) Kitchen Equipment:

(1) Maisonette Unit

Sink
Maker: Blanco Steelart
Model: Precision Super Single Bowl Undermount 512747

Garbage Disoposal
Maker: InSinkErator
Model: Evolution Excel

Faucet
Maker: Blanco
Model: Culina Mini Pull-Out with Dual Spray 441622
-or-
Maker: Franke
Model: Evos FF2700 with Pull-Down

Instant Hot/Cold Filtered Tap
Maker: InSinkErator
Model: Indulge Modern Hot/Cool Faucet FHC3300 – Polished Chrome

Instant Hot Water Dispenser
Maker: InSinkErator
Model: HWT-F1000S Stainless Steel Tank

Range
Maker: Miele
Model: HR1934 DF / HR 1934 DF LP
-or-

Maker: Thermador
Model: PRD366JGV

Hood
Maker: Miele
Model: DAR 1130
-or-
Maker: Thermador
Model: VCIN36JP

Speed Oven
Maker: Miele
Model: Pure Line 24" H6800 BM
-or-
Maker: Wolf
Model: MD24TE/S

Refrigerator/Freezer
Maker: Miele
Model: KF1913 Vi Left Hinge
-or-
Maker: Thermador
Model: T36IB800SP

Wine Refrigerator
Maker: Uline
Model: U-2224ZWCINT-61A

Dishwasher
Maker: Miele
Model: Futura Dimension G 6365 SCVi

(2) Two-Bedroom Units

Sink
Maker: Blanco Steelart
Model: Precision 16" Medium Bowl Undermount 515819

Garbage Disposal
Maker: InSinkErator
Model: Evolution Compact

Faucet
Maker: Blanco
Model: Culina Mini Pull-Out with Dual Spray 441622
-or-

Maker: Franke
Model: Evos FF2700 with Pull-Down

Filtered Tap
Maker: InSinkErator
Model: Indulge Modern Hot/Cool Faucet FHC3300 – Polished Chrome

Instant Hot Water Dispenser
Maker: InSinkErator
Model: HWT-F1000S Stainless Steel Tank

Induction Cooktop
Maker: Miele
Model: KM5753
-or-
Maker: Thermador
Model: CIT304KB

Hood
Maker: Miele
Model: DA 2280
-or-
Maker: Thermador
Model: VCI230DS

Convection Oven
Maker: Miele
Model: Pure Line H6880 BP
-or-
Maker: Thermador
Model: MED301JP

Speed Oven
Maker: Miele
Model: Pure Line 24" H6800 BM
-or-
Maker: Wolf
Model: MD24TE/S

Refrigerator/Freezer
Maker: Miele
Model: KF1803 Vi Right Hinge
-or-
Maker: Thermador
Model: T30IB800SP

Wine Refrigerator
Maker: Uline
Model: U-2224ZWCINT-61A

Dishwasher
Maker: Miele
Model: Futura Dimension G 6365 SCVi

(3) Duplex Penthouse Unit

Sink
Maker: Blanco Steelart
Model: Precision Super Single Bowl Undermount 512747

Garbage Disoposal
Maker: InSinkErator
Model: Evolution Excel

Faucet
Maker: Blanco
Model: Culina Mini Pull-Out with Dual Spray 441622
-or-
Maker: Franke
Model: Evos FF2700 with Pull-Down

Instant Hot/Cold Filtered Tap
Maker: InSinkErator
Model: Indulge Modern Hot/Cool Faucet FHC3300 – Polished Chrome

Instant Hot Water Dispenser
Maker: InSinkErator
Model: HWT-F1000S Stainless Steel Tank

Range
Maker: Miele
Model: HR1934 DF / HR 1934 DF LP
-or-
Maker: Thermador
Model: PRD366JGV

Hood
Maker: Miele
Model: DAR 1130
-or-
Maker: Thermador
Model: VCIN36JP

Speed Oven
Maker: Miele
Model: Pure Line 24" H6800 BM
-or-
Maker: Wolf
Model: MD24TE/S

Refrigerator/Freezer
Maker: Miele
Model: KF1913 Vi Left Hinge
-or-
Maker: Thermador
Model: T36IB800SP

Wine Refrigerator
Maker: Uline
Model: U-2224ZWCINT-61A

Dishwasher
Maker: Miele
Model: Futura Dimension G 6365 SCVi

Kitchen Finishes
1. All Kitchen cabinets will be plywood slab front and 7-ply birch veneer door, painted finish.
2. The counter tops will be Corian or Caeserstone or marble
3. Full tile backsplashes.

(d) Balconies

Q. Finish Schedule for spaces other than units:

LEVEL	ROOM	SUB-FLOOR	FLOOR	WALLS	CEILING
Cellar	All Mech/Trash	CONC	CONC	CB/CONC/BR	GWB/PNT
			CONC	GWB/PNT	GWB/PNT
1st Floor	Lobby	CONC	PT	GWB/PNT	GWB/PNT
				VWC	VWC
Stair		CONC	PNT	GWB/BR/CB	GWB/PNT
				PNT	

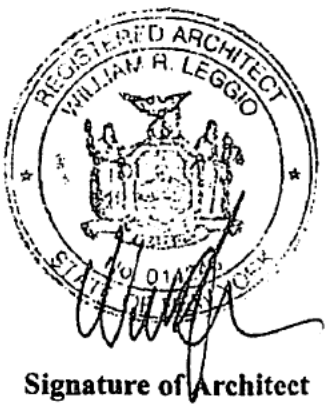
R. Compliance with Local Law 58 (the Handicap Access Law):

The building as designed complies with Local Law 58 of the City of New York and the 2008 Building Code for Accessibility Requirements.

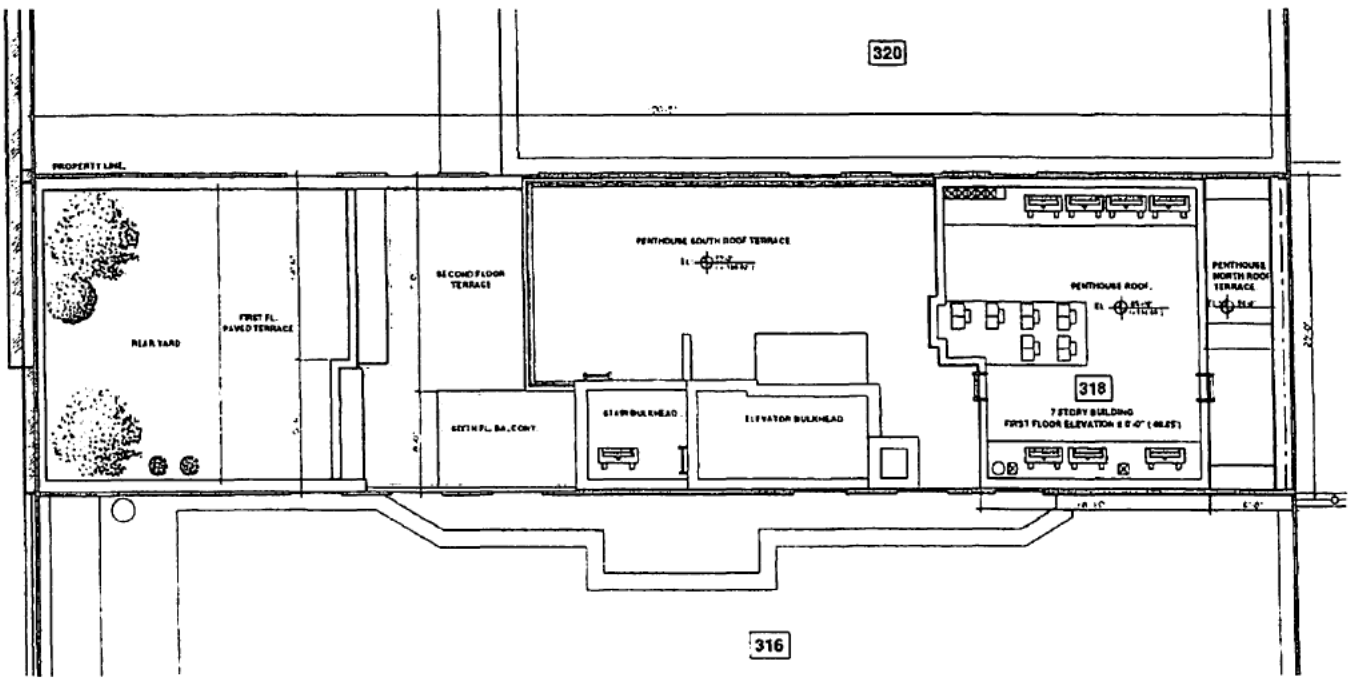
S. General Comments

Although the Sponsor intends to use fixtures appliances, equipment and materials described herewith, it reserves the right to substitute fixtures appliances, equipment and materials of equal or better quality.

Seal

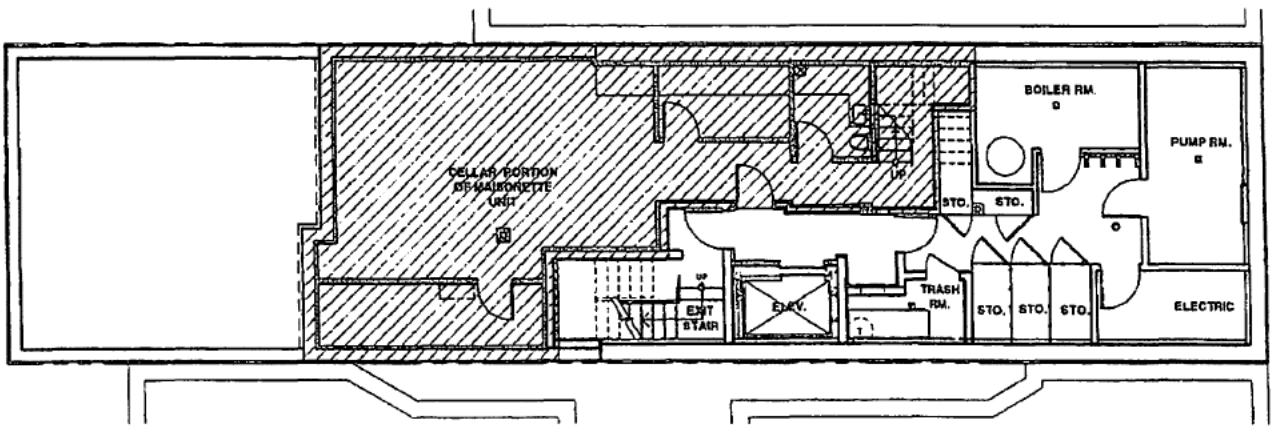


Signature of Architect



SITE PLAN

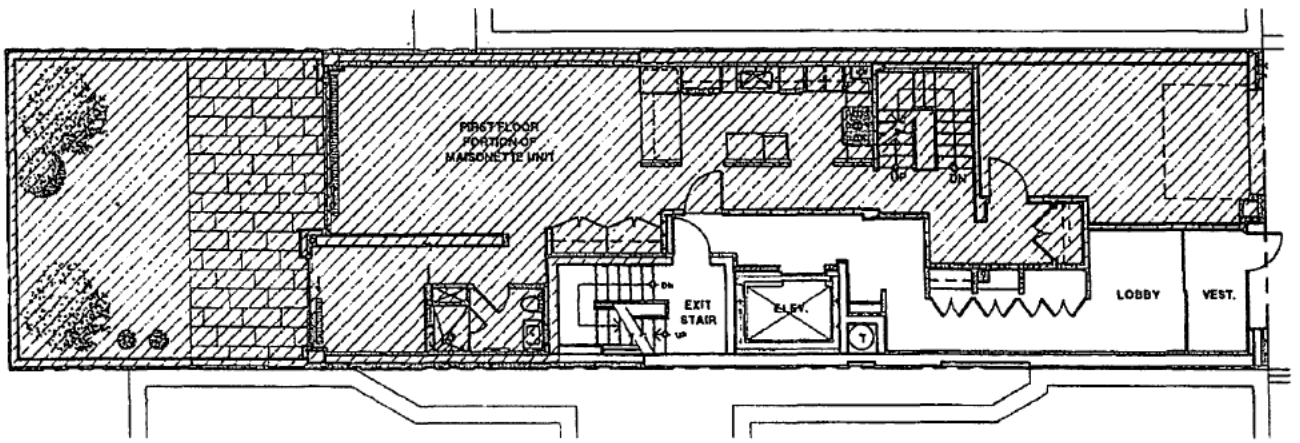
318 West 47 Condominium



CELLAR FLOOR PLAN

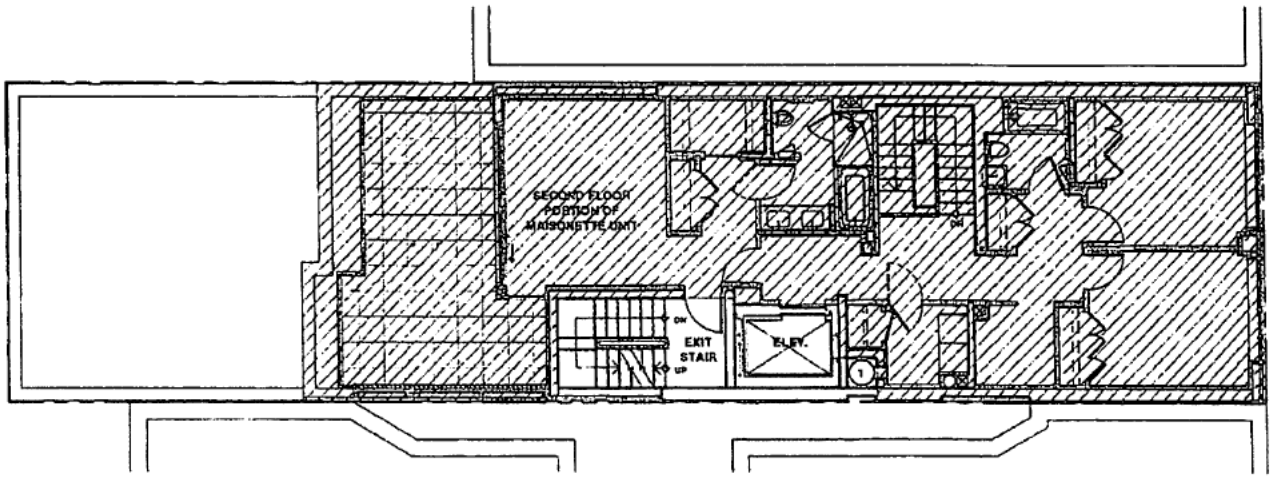
318 West 47 Condominium

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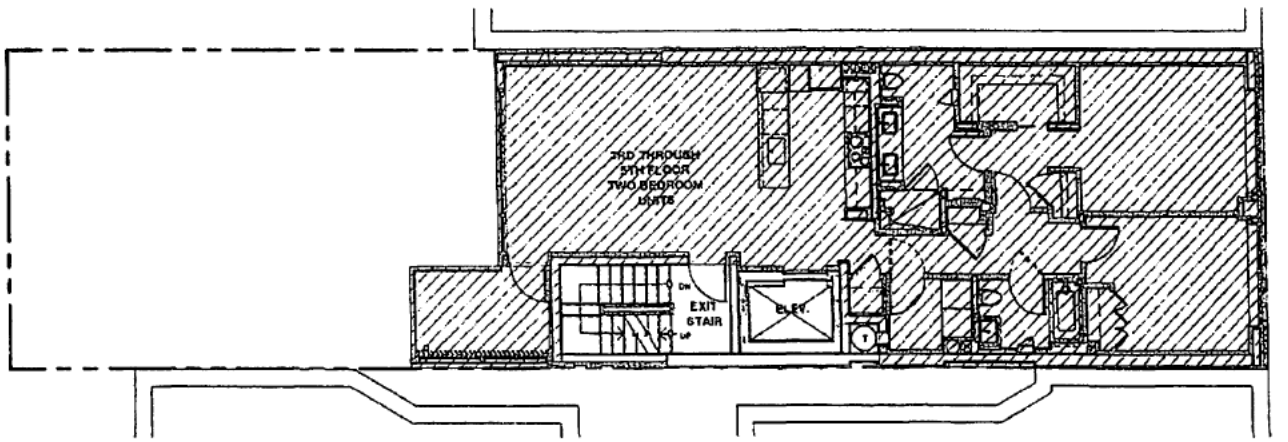
FIRST FLOOR PLAN

318 West 47 Condominium



SECOND FLOOR PLAN

318 West 47 Condominium

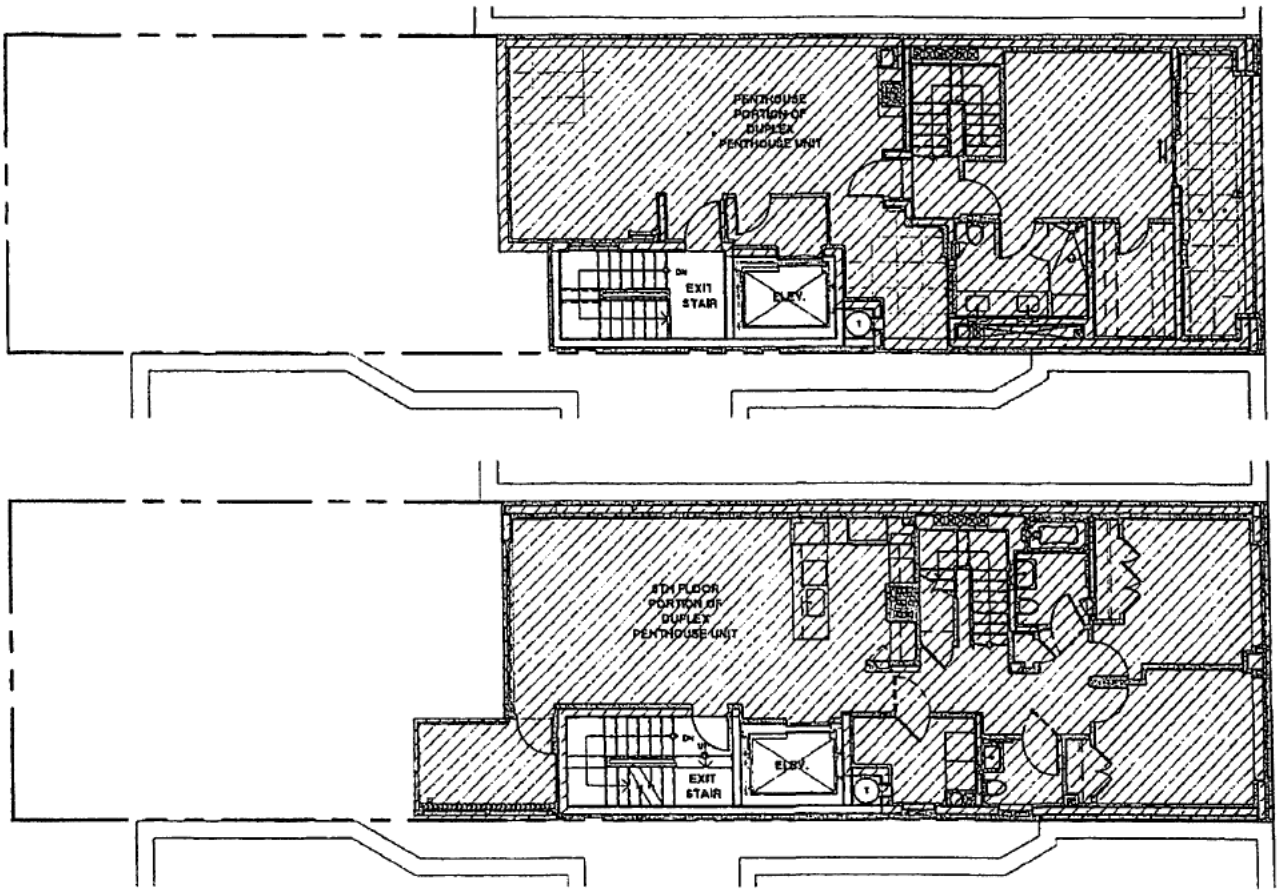


All dimensions are approximate and exceed the useable floor area of each unit. Plans are subject to change in fenestration and/or other revisions deemed advisable by the Department of Buildings or other agencies having jurisdiction over same, or as necessary due to job conditions, or by Sponsor in accordance with the plan.

3RD- 5TH FL. PLAN

318 West 47 Condominium

N

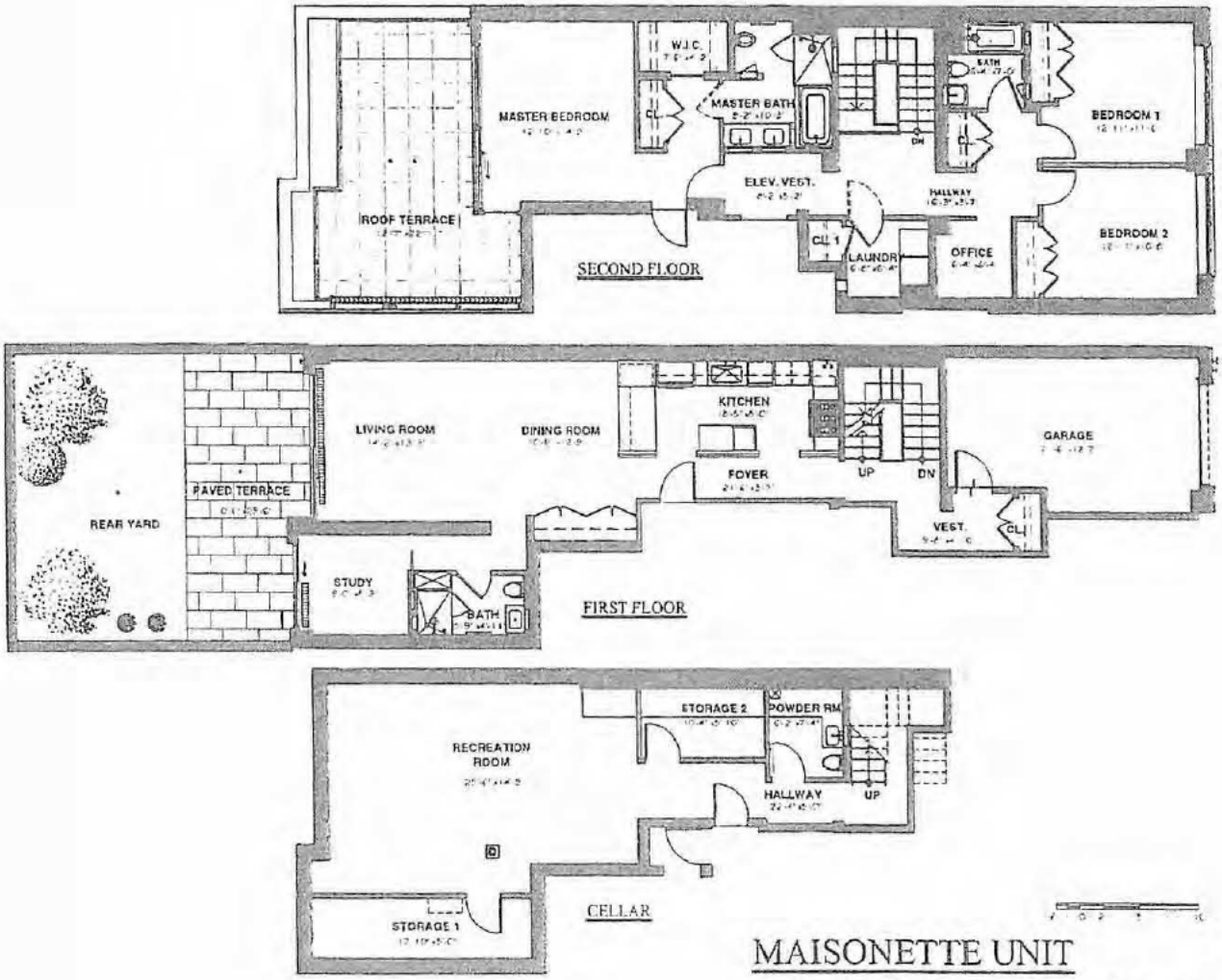


All dimensions are approximate and exceed the useable floor area of each unit. Plans are subject to change in fenestration and/or other revisions deemed advisable by the Department of Buildings or other agencies having jurisdiction over same, or as necessary due to job conditions, or by Sponsor in accordance with the plan

6TH FL.AND PENTHOUSE FL. PLAN

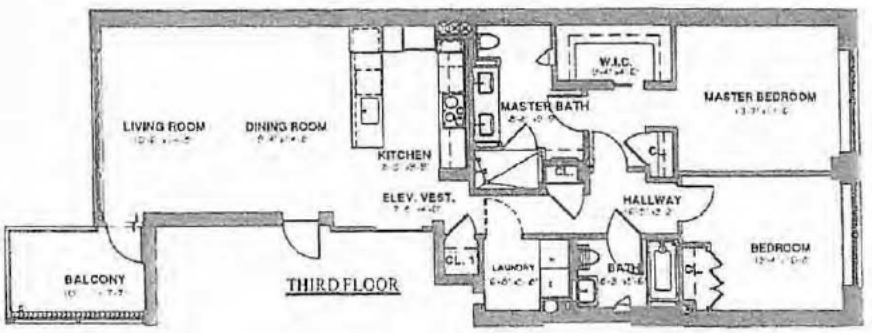
318 West 47 Condominium

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MAISONETTE UNIT

318 West 47 Condominium

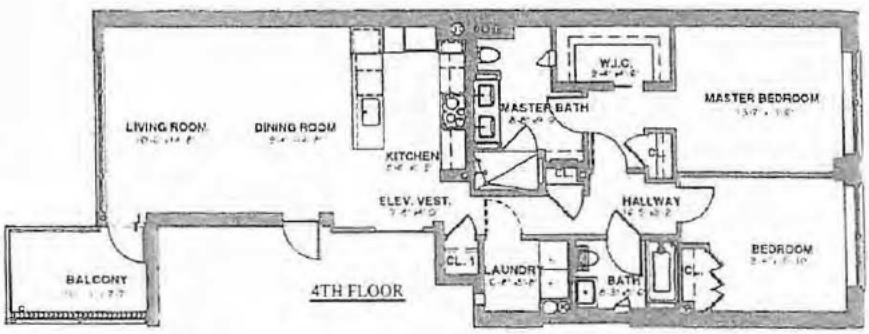


All dimensions are approximate and exceed the useable floor area of each unit. Plans are subject to change in fenestration and/or other revisions deemed advisable by the Department of Buildings or other agencies having jurisdiction over same, or as necessary due to job conditions, or by Sponsor in accordance with the plan.

TWO BEDROOM UNIT- 3RD FL.

318 West 47 Condominium

N

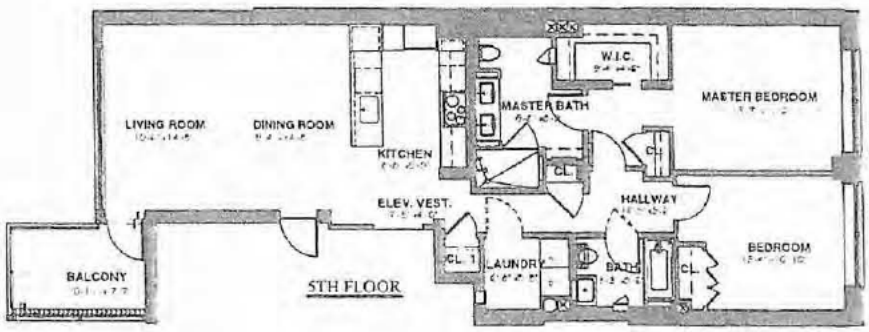


All dimensions are approximate and exceed the useable floor area of each unit. Plans are subject to change in fenestration and/or other revisions deemed advisable by the Department of Buildings or other agencies having jurisdiction over same, or as necessary due to job conditions, or by Sponsor in accordance with the plan.

TWO BEDROOM UNIT- 4TH FL.

318 West 47 Condominium

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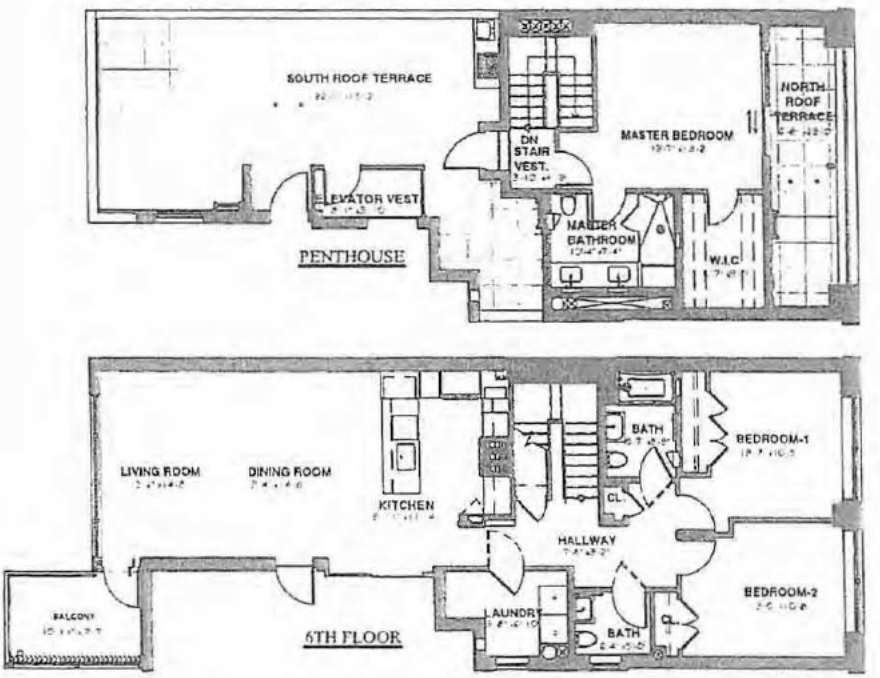


All dimensions are approximate and exceed the useable floor area of each unit. Plans are subject to change in fenestration and/or other revisions deemed advisable by the Department of Buildings or other agencies having jurisdiction over same, or as necessary due to job conditions, or by Sponsor in accordance with the plan.

TWO BEDROOM UNIT- 5TH FL.

318 West 47 Condominium

N



All dimensions are approximate and exceed the useable floor area of each unit. Plans are subject to change in fenestration and/or other revisions deemed advisable by the Department of Buildings or other agencies having jurisdiction over same, or as necessary due to job conditions, or by Sponsor in accordance with the plan.

DUPLEX PENTHOUSE UNIT

318 West 47 Condominium

N

EXHIBIT D

DECLARATION

Establishing a Plan for Condominium Ownership

of the Premises known as
and
having a street address of
318 West 47th Street
New York, New York

Pursuant to Article 9-B of the Real Property Law

of the State of New York

Name:

318 WEST 47 CONDOMINIUM

Sponsor:

318 West 47th Street, LLC
19 West 21st Street
New York, New York

Date of Declaration:

_____, 2015

Prepared by:
Meister Seelig & Fein LLP
Attorneys At Law
125 Park Avenue
New York, New York 10017

The land affected by the within instrument lies in
Block 1037, Lot 44 on the
Tax Map of the Borough of New York
County of New York, City of New York

DECLARATION OF CONDOMINIUM

of

318 WEST 47 CONDOMINIUM

(Pursuant to Article 9-B of the Real Property

Law of the State of New York)

318 West 47th Street, LLC, a Delaware limited liability company, maintaining an office at 19 West 21st Street, New York, New York 11222 (hereinafter sometimes referred to as "Declarant" or "Sponsor"), is the owner of the land located at 318 West 47th Street, New York, New York (the "Land"), and the owner of the building constructed thereon (the "Building"). Declarant desires to submit its interest in the Land and Building to the New York Condominium Act (as hereinafter defined) in order to create a Condominium consisting of five (5) residential units (each residential unit is hereinafter individually referred to as a "Unit" and collectively referred to as the "Units"). Immediately upon the recording of this Declaration, Declarant will be the owner of all the Units. Declarant therefore, does hereby declare:

ARTICLE I

SUBMISSION OF PROPERTY

1.1 Declarant hereby submits the Land, together with the Building and other improvements erected and to be erected thereon (the "Property") to the provisions of Article 9-B of the Real Property Law of the State of New York (the "New York Condominium Act"), and pursuant thereto does hereby establish a Condominium to be known as 318 WEST 47 CONDOMINIUM (the "Condominium"). The Condominium will be known by the street 318 West 47th Street, New York, New York.

1.2 Immediately upon the recording of this Declaration, the Condominium will be established consisting of five (5) Units to the terms and conditions of this Declaration.

1.3 Attached to this Declaration and made a part hereof are the by-laws of the Condominium which set forth detailed provisions governing the operation, use and occupancy of the Condominium (said by-laws, as they may be amended from time to time are hereinafter referred to as the "By-Laws").

ARTICLE 2

THE LAND

The Land consists of the parcels of land designated as Block 2680, Lot 14 on the Tax Map of the Borough of New York, City of New York, and more particularly described as all that certain tract, plot, piece and parcel of land with the improvements and building thereon erected, situate, lying and being in the City of New York, State of New York as set forth on Schedule A annexed hereto and made a part hereof. The Land is owned by the Sponsor in fee simple absolute.

ARTICLE 3

THE BUILDING

The Building is located at 318 West 47th Street, New York, New York. It contains a cellar and three (3) stories on Leonard Street. The cellar has recreational space connected to Units on the ground floor, water/gas meter room, electrical room, refuse room, and yards that are Limited Common Elements to the Units as set forth on Schedule B. The ground floor contains the lobby and residential units. The second floor through the third contains residential units referred to on Schedule B. The roof has a boiler room, storage and common space for use by all the Unit Owners.

ARTICLE 4

THE UNITS

Schedule B annexed hereto and made a part hereof sets forth the following data with respect to the Units, respectively, necessary for the proper identification thereof: Unit designation; tax lot number; approximate square foot area; number of rooms (for residential areas); location; the portions of the Common Elements (as hereinafter defined) to which the Unit has immediate access or the right to exclusive use; and the percentage of interest in the Common Elements. The locations of the Units are shown on the Floor Plans of the Building (the "Floor Plans"), certified by the Architects, and filed in the City Register's Office simultaneously with the recording of the Declaration.

ARTICLE 5

DIMENSIONS OF UNITS

The method of calculating the number of rooms is by traditional counting of bedrooms and bathrooms. The approximate physical dimensions of each Residential Unit consists of the area measured horizontally from the outside face of the exterior walls of the Building defining the Residential Unit to (a) the outside face of the exterior walls of the Building, or (b) the centerline of the partitions of the interior walls separating one Residential Unit from another Residential

Unit or (c) corridor side of partitions separating the Residential Unit from the corridor or other spaces. Each Residential Unit will consist of the volume measured vertically from the upper face of the flooring material on the lowest level of the Residential Unit to and including the ceiling material on the highest level of the Residential Unit. Any common element located within a Residential Unit will not be considered a part of such Residential Unit.

Each Unit shall also include (i) the interior walls, partitions and floor coverings affixed, attached or appurtenant to the Unit and (ii) any and all equipment, fixtures and appliances (including, without limitation, heating and cooling units, plumbing facilities, sinks, bathtubs, toilets, refrigerators, ovens, ranges, dishwashers, and other appliances) affixed, attached or appurtenant to such Unit.

ARTICLE 6

COMMON ELEMENTS

The Common Elements of the Condominium (the "Common Elements") consist of the entire Property described in Article 2 of this Declaration and that portion of the Building not incorporated in the Units and which do not exclusively service any one Unit and will include, without limitation, the following:

(a) the Land, including without limitation, the portions of the Land on which the Building are erected, the sidewalks and all other improved and unimproved areas not within the Units together with all easements, rights and privileges appurtenant thereto;

(b) all foundations, columns, girders, beams, joints, supports, bearing walls, subfloors and roof; those portions of the exterior walls beyond the outside face of the wallboard; those portions of the walls and partitions dividing the Units from corridors and stairs located beyond the unexposed face of the wallboard enclosing the Unit, those portions of the walls and partitions dividing Units located between the unexposed faces of both wallboard walls enclosing the Units;

(c) the entrances to and exits from the Building, and doors and windows which open from a Unit;

(d) all corridors, stairs and stairways, including all fire stairs;

(e) all central and appurtenant installations for services such as heat, air conditioning, power, light, telephone, television, video remote entry system and water, as hereinafter described in more detail;

(f) all gas, water, sewer and drainage pipes, risers, valves, fittings and appurtenances thereto;

(g) steam piping, including valves, traps, strainers, gauges, thermometers, fittings, risers, mains, condensate returns;

(h) sprinkler system including fittings, valves, sprinkler heads and piping;

(i) the water service and meter room, the electric room, the telephone room, the steam room and the fire pump room, all of which service more than one Unit;

(j) the building storage and/or mechanical rooms;

(k) the exterior facade of the Building from the cellar level to the roof and the apparatus, installations, systems, equipment and facilities in the Building (including shafts, pipes, wires, ducts, vents, cables, conduits and lines) which serve or benefit or are necessary or convenient for the existence, maintenance or safety of the Units and which are not owned by another entity such as the supplier, servicer or installer of the system;

(l) the passenger elevator (including their shafts, pits, machinery and appurtenant facilities);

(m) the lobby;

(n) bicycle room;

(o) the exhaust fans and for bathrooms and washer/dryer compartments; and

(p) all other apparatus and installations existing in the Building for the common use or necessary or convenient to the existence, maintenance or safety of the Building.

(q) the following additional Limited Common Elements:

1. Exclusive private yard allocated to the Maisonette Unit. The exclusive private yard will constitute Limited Common Elements for the exclusive use of the Owners of such Unit.

2. Exclusive terrace allocated to the Maisonette Unit. The exclusive terrace will constitute Limited Common Elements for the exclusive use of the Owners of such Unit.

3. Exclusive use of south terrace and north terrace on the six floor penthouse. The exclusive terraces will constitute Limited Common Elements for the exclusive use of the Penthouse Unit.

4. Exclusive balconies allocated to Units 2, 3 and 4 will constitute Limited Common Elements for the exclusive use of the Owners of such Units.

5. Storage bins located in the cellar are Limited Common Elements for each of the two bedroom Units and the duplex penthouse Unit. Each such Unit will be assigned a storage bin and same shall be for the exclusive use of Owners of such Units.

ARTICLE 7

DETERMINATION OF PERCENTAGES IN COMMON ELEMENTS

The percentages of interest of the respective Units in the Common Elements are as set forth on Schedule B.

Such percentages are based upon method (iv) contained in Section 339-i of the New York Condominium Act, that is, upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit.

ARTICLE 8

USE OF UNITS

The Units may be used only as a residence with not more than two (2) adults or one (1) family occupying a Unit at one time, except that any Unit may in addition be used for any lawful home occupation (as such term is defined in the New York City Zoning Resolution,) provided (i) that such use does not violate zoning regulations or the Certificate of Occupancy for the Building, and (ii) the prior consent of the Board of Managers is obtained or, in the case of initial Purchasers from the Sponsor or its designee, written notice of such use is given to the managing agent.

Notwithstanding the foregoing, the Sponsor or its designee may, without the permission of the Board of Managers, retain ownership of one or more Units for use as models, or sales, business or administration offices and may place signage of any size and in any location on the

Property, in connection with the sale or rental of the Units until such time as all such Units have been conveyed to Purchasers thereof.

Further restrictions on the use of the Units are set forth in the By-Laws.

ARTICLE 9

SUBDIVISION, COMBINATION AND ALTERATION OF UNITS

9.1 Subject to any applicable building code, fire code, zoning or other requirements of governmental authorities, the Sponsor, or the designees shall have the right, at its sole cost and expense and without the requirement of consent of the Board of Managers, the other Unit Owners or anyone else, to change the layout and/or size and/or number of rooms in any Unit or number of Units by subdividing one or more Units into separate Units, combining separate Units into one or more Units or altering the boundary walls of Units, and in connection therewith to reapportion among the Units affected by any such change, subdivision, combination or alteration, their appurtenant interest in the Common Elements. Any such subdivision or combination may result in the creation or deletion of common hallways and other elements serving more than one Unit which shall, as the case may be, become or cease being a Common Element(s). Any such change by the Sponsor or its designee will be reflected in a duly recorded amendment to the Declaration, Floor Plans and other documents as may be necessary to effectuate the change, prepared by the Sponsor or its designee and meeting the requirements of Article 9-B of the New York Real Property Law. The amendment to the Declaration and other documents shall be executed by The Condominium Board of Managers, but the recording thereof and the filing of revised Floor Plans and all costs in connection therewith shall be the obligation of the Sponsor or its designee.

Any amendment made pursuant to this Section 9.1 shall in no event (i) change the Common Interest of any other Unit not then owned by Sponsor, such transferee Unit Owner (as the case may be), (ii) require a physical modification of any other Unit not then owned by Sponsor, or such transferee Unit Owner (as the case may be) or (iii) adversely affect the priority of validity of the lien of any mortgage encumbering an affected Unit unless the Unit Owner (in the event described in subparagraph (i) or (ii) of this paragraph) or the holder of such mortgage (in the event described in subparagraph (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment.

9.2 Except to the extent prohibited by law, Unit Owners shall have the right, without the requirement of consent of the Board of Managers, the other Unit Owners or anyone else to make nonstructural alterations, additions and improvements, whether interior or exterior, ordinary or extraordinary in, to and upon its Unit or any Limited Common Elements appurtenant thereto provided (i) that the nature and location of such installation does not interfere materially with the use then being made of any other Unit or any Common Element and (ii) that the then

owner of the Unit shall comply with zoning requirements and all other laws, ordinances and regulations of all governmental authorities having jurisdiction.

9.3 No Unit Owner shall make any structural addition, alteration, or improvement in or to any Unit or to any Common Element, and no Unit Owner shall make any non-structural addition, alteration or improvement, without first (i) obtaining the prior written approval of the Board of Managers with respect to any structural addition, alteration or improvement only; (ii) maintaining during the course of such work such insurance as the Board of Managers may reasonably prescribe, (iii) executing and delivering to the Board of Managers an agreement, in form and substance reasonably satisfactory to the Board, setting forth the reasonable terms and conditions under which such alteration, addition or improvement may be made, including, without limitation, the days and hours during which any such work may be done, and (iv) executing and delivering to the Board of Managers an agreement indemnifying and holding harmless the Board, its members and officers, and all Unit Owners from and against any liability, cost or expense arising out of or connected to such work. The provision this paragraph 9.3 shall not be binding on the Sponsor or its designees.

Any application to any department of the City of New York or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any Unit or any Limited Common Element will be executed by the Board of Managers without, however, incurring any liability on the part of the Board of Managers or any of them 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.

All responsibility with respect to any such addition, alteration or improvement shall remain with the Unit Owner until conveyance of the Unit, at which time such responsibility shall pass to and be assumed by the transferee and the successors and assigns of such transferee.

9.4 The provisions of this Article as they relate to the Sponsor or its respective designees may not be amended, modified or deleted without the prior written consent of the Sponsor or its respective designees, as the case may be.

9.5 Unless all affected Unit Owners consent, no material change will be made in the size and no materially adverse change will be made in the quality of Common Elements.

ARTICLE 10

PERSON TO RECEIVE SERVICE

For the period during which the Sponsor is in control of the Board of Managers, Sponsor having an office at 19 West 21 Street, New York, New York, is hereby designated to receive service of process in any action that may be brought against the Condominium. After the

Sponsor relinquishes control of the Board of Managers, any person serving as a member of the Board of Managers and residing on the Property is hereby designated to receive service of process in any action which may be brought against the Condominium.

ARTICLE 11

ENCROACHMENTS

If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements as a result of construction of the Building, or if any encroachment shall occur hereafter as a result of (a) settling or shifting of the Building, or (b) alteration or repair to the Common Elements made by or with the consent (when required by the By-Laws) of the Board of Managers or made by a Unit owner in accordance with this Declaration or the By-Laws, or (c) repair or restoration of the Building (or any portion thereof) or a Unit or of the Common Elements after damage or destruction by fire or other casualty, or (d) condemnation or eminent domain proceedings of all or any portion of the Building or a Unit or the Common Elements, then in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building shall stand, provided that the creation of such encroachment was not intentional and that it does not materially impair the utilization of the portion of the Building encroached upon for its intended and assigned purpose.

ARTICLE 12

EASEMENTS

12.1 Each Unit Owner shall have an easement in common with the Owners of other Units to inspect, use, maintain, repair, alter and replace all Common Elements wherever on the Property they may be located. Each Unit shall be subject to an easement in favor of all other Units to use, maintain, repair, alter, restore, rebuild or replace any and all Common Elements serving such other Units and located in such Unit. The Board of Managers shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Building, provided that such right of access shall be exercised in such a manner as will not unreasonably interfere with the normal conduct of the owners of the Units or with the use of any Unit for its permitted purposes. Such entry shall be permitted on not less than one (1) days notice, except that no notice will be necessary in the case of an emergency. The Common Elements of the Condominium shall be repaired and maintained by and at the cost and expense of the Condominium.

12.2 The Unit Owners shall each have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of each other and the Common Elements. They shall each have an easement in common with the others for the benefit of themselves, their licensees and invitees, for ingress and egress through all Units and all Common

Elements as required in an emergency. They shall further each have easements over the Common Elements as are reasonably necessary to allow use of said Units for the purposes set forth herein.

12.3 The Board shall have the right to grant such additional electric, gas, steam or other utility easements or relocate any existing utility easements in any portion of the Property as the Board shall deem necessary or desirable for the proper operation and maintenance of the Building, or any portion thereof, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the normal conduct of the owners of the Units or with the use of any Unit for its permitted purposes. Any utility company and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of such easements, provided such right of access shall be exercised in such a manner as shall not unreasonably interfere with the use of any Unit for its permitted purposes by its owner, tenants or occupants.

12.4 Each Unit owner whose Unit has one or more appurtenant Limited Common Elements shall have an easement of access through the Common Elements and an exclusive easement or easement for use in common (as appropriate) for the enjoyment thereof.

12.5 For so long as it is in control of the Board of Managers of the Condominium, the Sponsor shall have an easement over, under and through the Common Elements and Limited Common Elements to install equipment relating to the heating ventilating and hot water system in the Building, including the right to store materials in said Common Elements and Limited Common Elements and the right to enclose any pipes, ducts, etc., within walls.

12.6 The Sponsor and its designee shall have an easement (i) to maintain a sales office and/or model Units, (ii) to erect, maintain, repair and replace from time to time one or more freestanding and other selling, directional and informational signs on the Property as it deems necessary for the purposes of advertising the sale or lease of Units and (iii) for access to Units and Common Elements consistent with the purposes of the Offering Plan, as same may be amended, and Sponsor's rights and obligations thereunder, including, without limitation, the right to develop, renovate, maintain, repair, refurbish, offer, sell and lease Units, together with their interest in the Common Elements, until such time as all such Units have been conveyed to Purchasers thereof.

12.7 The user of any easement granted by this Article 12 shall have the responsibility of repairing any damage resulting therefrom. No fee or charge may be imposed by the Board of Managers for any easement granted herein.

ARTICLE 13

COVENANT OF FURTHER ASSURANCES

13.1 Any party subject to the terms of this Declaration, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, or the occupant of a portion of a Unit, a member of the Board of Managers, an officer of the Condominium, or otherwise, shall, at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action as such other party may reasonably request to effectuate the provisions of this Declaration or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

13.2 If any Unit Owner or any other party subject to the terms of this Declaration fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) days after request therefor, to take any action which the Unit Owner or such other party is required to take pursuant to this Declaration, then the Board of Managers 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.

13.3 If any Unit owner or the Board of Managers or any other party who is subject to the terms of this Declaration fails or refuses to execute, acknowledge or deliver any instrument, or fails or refuses within ten (10) days after request therefor, to take any action that the Board of Managers, any Unit Owner, or other party is required to take pursuant to this Declaration at the request of Sponsor or Sponsor's designee, then Sponsor or Sponsor's designee, as the case may be, is hereby authorized as attorney-in-fact for the Board of Managers, such Unit Owner, or other party, which power shall be deemed to be coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of the Board of Managers, such Unit Owner, or other party, and such document or action shall be binding on the Board of Managers, such Unit Owner, or other party, as the case may be.

13.4 Nothing contained in this Article 13 shall be in derogation of Section 339(i) of the Condominium Act.

ARTICLE 14

UNITS SUBJECT TO DECLARATION,

BY-LAWS AND RULES AND REGULATIONS

14.1 All provisions of this Declaration, the By-Laws and the Rules and Regulations annexed thereto, shall to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land

and every part thereof and interest therein, and all of the provisions thereof shall be binding upon and inure to the benefit of the owner of all or any part thereof, or interest therein, and his heirs, executors, administrators, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future owners, tenants and occupants of Units shall be subject to, and shall comply with, the provisions of this Declaration, the By-Laws and the Rules and Regulations as they may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of a Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws, and Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the Land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were stipulated at length in each and every deed and conveyance and lease thereof.

14.2 Unit Owners shall comply with all orders, codes, regulations and requirements of applicable governmental agencies concerning the closure of window openings in the event that such closure is required by law. In such event, the Board of Managers shall seal and close windows and repair and repaint the walls (but not any other decoration) damaged by such work with one coat of light-colored paint in a color chosen by the Unit Owner. The costs and expenses incurred by the Condominium in connection therewith shall be a Common Expense.

ARTICLE 15

POWERS OF ATTORNEY 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; (i) to take all actions on behalf of the Condominium as authorized by this Declaration and by the By-Laws; (ii) to apply for a reduction in the assessed valuation of the Unit as part of a single application on behalf of all Unit Owners, prosecute and settle any such action; and (iii) to acquire title to or lease any Unit whose owner desires to surrender, sell or lease the same, or which may be the subject of a foreclosure or other judicial sale, in the name of the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit owners, and to convey, sell, lease, mortgage (but not to vote the votes appurtenant thereto) or otherwise deal with any such Units so acquired or to sublease any Unit so leased by the Board of Managers.

ARTICLE 16

ACQUISITION OF UNITS BY BOARD OF MANAGERS

In the event any 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 designee on behalf of all Unit Owners or

the proceeds of the sale or lease thereof, if any; and (iii) the interest of such Unit Owner in any other assets of the Condominium (hereinafter collectively called the "Appurtenant Interests"), pursuant to the provisions Section 339-x of the Real Property Law of the State of New York, or in the event the Board of Managers shall purchase from any Unit Owner who has elected to sell the same, a Unit, together with the Appurtenant Interests, pursuant to Section 1 of Article VIII of the By-Laws, or in the event the Board of Managers shall purchase at a foreclosure or other judicial sale, a Unit, together with the Appurtenant Interests, title to any such Units together with the Appurtenant Interests shall be held by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective Common Interests. The lease covering any Unit leased by the Board of Managers, or its designee, corporate or otherwise, shall be held by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective common interests.

ARTICLE 17

AMENDMENTS TO DECLARATION

17.1 Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions or deletions, including those affecting Sponsor and its designees and unsold Units, any provision of this Declaration may be amended, modified, added to, or deleted by a vote of at least sixty-six and two-thirds (66-2/3%) percent in number and in common interest of all Unit Owners taken in accordance with the provisions of the By-Laws, or in lieu of a meeting, any amendment may be approved in writing by sixty-six and two thirds (66-2/3%) percent in number and in common interest of all Unit Owners.

Notwithstanding anything herein to the contrary, in the event that the interest of the Sponsor or its designee or any Unit owner is adversely affected by any such proposed amendment, deletion or modification, or any of the rights, powers, easements, privileges or benefits reserved to the Sponsor or its designee or to a Unit Owner are eliminated, changed or impaired thereby, then this Declaration shall not be amended without the written consent of the Sponsor, its designee or the affected Unit Owner. In the event the allocation of Common Interest appurtenant to a Unit Owner's Unit is altered, then this Declaration shall not be amended without the written consent of the affected Unit Owner. In addition, no amendment which adversely affects the lien of any mortgage on a Unit may be made without the written consent of the affected mortgagee.

17.2 The Sponsor hereby reserves the right to amend or (on request of Sponsor or its designee) to require the Board of Managers to duly execute and record, in the New York County office of the Register of the City of New York, an amendment to this Declaration, at any time, without the requirement of a vote and without the approval or consent of any Unit Owners or mortgagees, for the purposes of (i) filing the Floor Plans required by New York Real Property Law Section 339-p for the portion or portions of the Building and appurtenances which are

incomplete at the time the Declaration is recorded and the filing along with said amendment to the Declaration and the Floor Plans the verified statement of a registered architect or licensed commercial engineer certifying that the plans being filed simultaneously with such amendment fully and fairly depict the layout, location, unit designations and approximate dimensions of the particular Unit or Units as built, as provided in said Section 339-p; (ii) changing the designation, the approximate square foot area and the number of rooms in an unsold Unit and (iii) making insubstantial changes to this Declaration.

No such amendment shall be effective until recorded in the New York County office of the Register of the City of New York.

17.3 The provisions of this Article may not be amended or deleted in whole or in part without the consent of the Sponsor or its designee so long as the Sponsor or such designee owns any Unit.

17.4 Amendments of a material adverse nature to mortgagees must be agreed to by mortgagees that represent at least 51% of the votes of unit owners that are subject to mortgages. If a mortgagee fails to submit a response to any written proposal for an amendment within 60 days after it receives proper notice of the proposal, approval of the mortgage shall be assumed, provided the notice was delivered certified or registered mail with a return receipt requested.

ARTICLE 18

TERMINATION OF CONDOMINIUM

The Condominium shall continue until:

(a) terminated by casualty, loss, condemnation, or eminent domain as provided in the By-Laws;

(b) terminated by withdrawal of the Property from the provisions of the New York Condominium Act by a vote of at least eighty (80%) percent of all Unit Owners both in number and in common interest. The Sponsor shall not vote its interest to terminate the Condominium unless eighty (80%) percent of Unit Owners other than the Sponsor so vote, but even then, the Sponsor shall not be required to vote.

In the event said withdrawal is authorized, the Property shall be subject to an action for partition by any Unit Owner or its lienor as if owned in common, in which event the net proceeds of sale shall be divided among the Unit Owners in proportion to their respective Common Interests, provided that no payment shall be made to a Unit Owner until there has first been paid out of such share of the net proceeds all liens on said Unit, in order of priority of such liens.

ARTICLE 19

SEVERABILITY

The invalidity of any provision of this Declaration or the unenforceability of any provision as against any person or under certain circumstances shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provisions had never been included herein, and shall be valid and enforced to the fullest extent permitted by law.

ARTICLE 20

WAIVER

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

ARTICLE 21

CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provision thereof.

ARTICLE 22

GENDER

The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

ARTICLE 23

SUCCESSORS AND ASSIGNS

The rights and/or obligations of a Unit Owner set forth herein shall inure to the benefit of, and be binding upon, any successor or assign of such Unit Owner, and any Unit Owner shall have the right, at any time in its sole discretion to assign, transfer or encumber its respective interests herein, whether by merger, consolidation, lease, assignment or otherwise.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Sponsor has caused this Declaration to be executed as of the day of _____,20 ____.

SPONSOR:

318 West 47th Street, LLC, a
Delaware limited liability company

By: _____
Name:
Title: Principal

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On the __ day of _____ in the year _____, before me, the undersigned personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature and Office of individual
taking acknowledgment

EXHIBIT A

DESCRIPTION OF THE LAND

See the Description of Land set forth as Schedule A in the "Unit Owner's Specimen Title Policy" which may be found in Part II of the Plan.

EXHIBIT E

CONDOMINIUM BY-LAWS

BY-LAWS

OF

THE 318 WEST 47 CONDOMINIUM

Prepared by:

MEISTER SEELIG & FEIN LLP
ATTORNEYS AT LAW
125 PARK AVENUE
NEW YORK, NEW YORK 10017

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BY-LAWS

of

318 WEST 47 CONDOMINIUM

318 West 47th Street

New York, New York

ARTICLE I

GENERAL

Section 1. Unit Ownership. The property located at 318 West 47th Street, New York, New York, Borough of New York, City of New York, State of New York more particularly described on Schedule A to the Declaration recorded in the office of the Register of the City of New York, New York County, simultaneously herewith, and the building (the "Building") constructed on said land (hereinafter called the "Property") have been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York by the Declaration recorded in the office of the Register of the City of New York, New York County, simultaneously herewith. The Condominium thereby created shall hereinafter be known as 318 WEST 47 CONDOMINIUM (hereinafter called the "Condominium"). The Five (5) Units are more fully described in the Declaration and are hereinafter referred to as the "Unit(s)". Unless otherwise provided herein, all terms used in these By-Laws shall have the same meaning as ascribed thereto in the Declaration.

Section 2. Applicability of By-Laws. The provisions of these By-Laws are applicable to the Property of the Condominium and to the use and occupancy thereof. The term "Property" as used herein shall include the land, the Building and all other improvements thereon (including the Units and the Common Elements), owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of said Article 9-B of the Real Property Law of the State of New York.

Section 3. Application. All present and future owners, mortgagees, lessees and occupants of Units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to these By-Laws, the Declaration and the Rules and Regulations attached hereto as Schedule A, each as amended from time to time.

The acceptance of a deed of conveyance or the entering into of a lease or the act of occupancy of a Unit shall constitute an agreement that these By-Laws, the Rules and Regulations and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

Section 4. Office. The office of the Condominium and of the Condominium Board of Managers shall be located at the Property or at such other place, reasonably convenient thereto, as may be designated from time to time by the Board of Managers.

ARTICLE II

CONDOMINIUM BOARD OF MANAGERS

Section 1. Number and Term. The affairs of the Condominium shall be governed by the Condominium Board of Managers. The number of Managers which shall constitute the whole Board shall be three (3) members. Until succeeded by the Managers elected at the first annual meeting of Unit Owners, the Board of Managers shall consist of three (3) persons designated by the Sponsor. Thereafter, all Managers shall be Unit Owners or spouses of Unit Owners or officers, directors or principals of Unit Owners which are not natural persons, except that Members of the Board of Managers appointed by the Sponsor or its designee need not be Unit Owners.

Starting with the first annual meeting of Unit Owners after the Sponsor has relinquished control of the Board of Managers, the Board will consist of three (3) Members. The terms of the Members shall be two (2) years. At the expiration of the initial term of office of each respective Manager, his or her successor shall be elected to serve a term of one (1) year. The Managers shall hold office until their successors have been elected and hold their first meeting

Except for members designated by the Sponsor, or their respective designees, all other Members shall be Unit Owners or spouses of Unit Owners, or, in the case of partnership owners, shall be members or employees of such partnership, or in the case of corporate owners, shall be officers, directors, stockholders or employees of such corporations, or in the case of fiduciary owners or mortgagees, shall be the fiduciaries or officers or employees of such fiduciaries or mortgagees. In the case of Sponsor, Members shall be designees of the Sponsor. No Member shall continue to serve on the Board after he or she ceases to qualify as herein provided.

Section 2. Powers and Duties. The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all acts and things on behalf of the Condominium except those which by law or by the Declaration or by these By-Laws may not be delegated to the Board of Managers by the Unit Owners. The powers and duties of the Board of Managers shall include, but shall not be limited to, the following:

(a) Operation, care, upkeep and maintenance of the Common Elements.

(b) Determination of the common charges required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Property.

(c) Collection of common charges and assessments from the Unit Owners, and imposition and collection of reasonable late charges for late payment thereof.

(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Elements.

(e) Adoption and amendment of Rules and Regulations covering the details of the operation and use of the Property.

(f) Opening and maintaining bank accounts on behalf of the Condominium and designating the signatories required therefor. The Condominium may authorize a manager or managing agent to be the signatory on such accounts.

(g) Purchasing, leasing or otherwise acquiring in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners, Units offered for sale or lease or Units surrendered by their owners to the Board of Managers.

(h) Purchasing of Units at foreclosure or other judicial sale in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners.

(i) Selling, leasing, mortgaging (but not voting the votes appurtenant to,) or otherwise dealing with Units acquired by, and subleasing Units leased by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners.

(j) Organizing corporations to act as designees of the Board of Managers in acquiring title to or leasing of Units on behalf of all Unit Owners.

(k) Obtaining and reviewing of insurance for the Property, including the Units, pursuant to the provisions of Article VI, Section 2 hereof.

(l) Adjusting and settling claims under insurance policies obtained pursuant to Article VI Section 2 and executing and delivering releases on settlement of such claims on behalf of all Unit Owners, all holders of mortgages or other liens on the Units and all owners of any other interest in the Property.

(m) Representing the Unit Owners in any proceedings, negotiations, settlements or agreements relating to losses or proceeds from condemnation, destruction or liquidation of all or part of the Condominium or from termination of the Condominium, and making of repairs, additions and improvements to, or alterations of, the Property and repairs to and restoration of the Property in accordance with the other provisions of these By-Laws after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(n) Enforcing obligations of the Unit Owners, allocating profits and expenses and doing anything and everything else necessary and proper for the sound management of the Condominium.

(o) Borrowing money on behalf of the Condominium when required in connection with the operation, care and upkeep of the Common Elements, provided, however, that 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 Unit Owner, and further provided that the borrowing of a sum in excess of $250,000.00 for any one purpose must be approved by a majority of the Unit Owners present and voting at a meeting at which a quorum is present.

If any sum borrowed by the Board of Managers on behalf of the Condominium pursuant to the authority contained in this paragraph is not repaid by the Board, a Unit Owner who pays to the creditor such proportion thereof as its interest in the Common Elements bears to the interest of all the Unit Owners in the Common Elements shall be entitled to obtain from a creditor a release of any judgment or other lien which said creditor shall have the right to file against the Unit Owner's Unit. The other Unit Owners shall cooperate in all ways necessary in order to obtain such release.

(p) Provided the prior consent of at least 66-2/3% in number and common interest of all Unit Owners is obtained at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws, the Board of Managers shall have the power to: (i) convert general Common Elements to Limited Common Elements or to convert Limited Common Elements to general Common Elements, and (ii) lease Common Elements, general or limited.

(q) Entering Units when necessary, provided that an effort is made to minimize inconvenience to the Unit Owner, in connection with the maintenance, care and preservation of the Property.

(r) Purchasing supplies and equipment, entering into contracts and generally having the powers of a manager in connection with the operation of the Property.

(s) Bringing and defending actions pertinent to the operation of the Property.

(t) Applying to the Tax Commission of the City of New York for a reduction in the assessed valuation of Units, prosecuting and settling as it may deem advisable any such action, including payment of any costs which may be incurred in such proceedings, on behalf of all Unit Owners as part of a single application.

(u) Applying, as necessary, for construction, alteration or other approvals, to any and all municipal authorities having jurisdiction over the Condominium.

(v) Establishing a reserve fund to be used only for capital expenditures.

(w) Levying fines against the Unit Owners for violations of the Rules and Regulations established by it to govern the conduct of the Unit Owners as provided in Article VI Section 19 of these By-Laws, and such fines may be collected as if they were additional common charges owed by the Unit Owner against whom such fines were levied.

(x) Establishing reasonable fees for the processing of sale, lease or lease renewal applications, applications for consent to alterations by Unit Owners, Certificates of Termination of the Right of First Refusal and for other services agreed to by the Board of Managers.

Notwithstanding the foregoing, neither the Board of Managers nor the Unit Owners shall take any of the following actions so long as the Sponsor or its designee owns Units representing at least 25% of the common interest, but not longer than five (5) years from the first closing of title to a Unit: (i) make any additions, alterations or improvements to the Common Elements or any Unit, except those required by law; (ii) assess Common Charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund in excess of 5% of the estimated expenses for the projected year of operation; (iii) hire any employee in addition to any employee referred to in the Condominium budget in the Offering Plan establishing the Condominium; (iv) enter into any service or maintenance contract for work not required by law or contemplated by said budget; (v) borrow money on behalf of the Condominium; or (vi) amend the Declaration or these By-Laws except as specifically permitted by such document.

Notwithstanding anything set forth above, the Board of Managers must undertake any of the aforesaid actions and the expenditure of any amounts reasonably necessary to comply with applicable laws and regulations, to remedy any notice of violation or to remedy any work order of any insurer.

Any action of the Board of Managers which exclusively benefits one or more Unit Owners shall be taken at the sole expense of said affected Unit Owners. The Board of Managers may not, without the written consent of a Unit Owner, take any action which materially and adversely affects such Unit Owner unless the By-Laws specifically permit the taking of such action.

Section 3. Managing Agent and Manager. The Board of Managers may employ for the Condominium a managing agent and/or a manager at a compensation established by the Board of Managers, to perform such duties and services as the Board of Managers shall authorize, including but not limited to the duties listed in subdivisions (a), (c), (d), (k), (m), (q) and (r) of Section 2 of this Article II. The Board of Managers may delegate to the manager or managing agent, all of the powers granted to the Board of Managers by these By-Laws other than the powers set forth in subdivisions (b), (e), (f), (g), (h), (i), (j), (l), (n), (o), (p), (s), (t), (u), (v), (w) and (x) of Section 2 of this Article II.

The compensation for the managing agent and/or manager will be at a competitive rate. Any agreement with a manager or managing agent shall be for a term not to exceed three (3) years. Any agreement with a manager or managing agent shall provide that the books and records of the Condominium shall be returned to the Board of Managers by the manager or managing agent upon demand.

Section 4. First Board of Managers and Sponsor's Representation. The first Board of Managers shall consist of three (3) persons designated by the Sponsor. This three (3)

person Board shall hold office and exercise all powers of the Board of Managers until the first annual meeting of Unit Owners after the Sponsor has relinquished control of the Board of Mangers. The first annual meeting of Unit Owners shall be held within thirty (30) days after the first anniversary of the conveyance of title to the first Unit.

Notwithstanding anything to the contrary contained herein, a special meeting of Unit owners shall be held on fifteen (15) days notice, within thirty (30) days after the earlier to occur of either the fifth anniversary of the date of the first closing of title to a Unit or the sale of Units representing, in the aggregate, 80% or more of the common interest, whichever first occurs. At such meeting, all the Members of the Board of Managers shall resign and a new Board shall be elected by the Unit Owners.

After the Sponsor has turned over control of the Board to the Unit Owners, and assuming a three (3) members Board of Managers, so long as the Sponsor or its designee owns one (1) or more Units, the Sponsor or its designee shall be entitled to designate one (1) of the Members of the Board of Managers. If at any time it is determined to increase or decrease the size of the Board, the representation of the Sponsor shall be changed proportionately. Any or all of the Members of the Board of Managers shall be subject to replacement in the event of resignation or death in the manner set forth in Section 6 of this Article.

Section 5. Removal. Subject to the provisions of Section 1 of this Article II, at any regular or special meeting of Unit Owners, any Member of the Board of Managers may be removed with cause by an affirmative vote of a majority of Unit Owners. A Member of the Board who has not been designated by the Sponsor or its designee may also be removed without cause by affirmative vote of a majority of Unit Owners. Whether removal is with cause or without cause, a successor shall then or thereafter be elected to fill the vacancy, provided, however, that the vacancies of Members designated by the Sponsor or its designee shall be filled only by the Sponsor or its designee. Any Member of the Board of Managers whose removal with cause has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting.

Section 6. Vacancies. Vacancies in the Board of Managers caused by any reason other than as provided for in Article III Section 4 hereof or the removal of a Member thereof by a vote of the Unit Owners, shall be filled by a vote of a majority of the remaining Members at a special meeting of the Board of Managers 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. Each person so elected shall be a Member of the Board of Managers until a successor shall be elected at the next annual meeting of the Unit Owners. Notwithstanding the foregoing, vacancies of Managers designated by the Sponsor or its designee shall be filled only by the Sponsor or its designee.

Section 7. Organization Meetings. The first meeting of the Board of Managers following the annual meeting of the Unit Owners shall be held within ten (10) days thereafter, at such time and place as shall be fixed by a majority of the Members of the Board of Managers, and no notice shall be necessary to the newly elected Members of the Board of Managers in order legally to constitute such meeting, provided that a majority of the whole Board of Managers shall be present thereat.

Section 8. Regular Meetings. Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of the Members of the Board of Managers, but at least four such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Managers shall be given to each Member of the Board of Managers, by personal delivery, mail, facsimile or overnight delivery service, at least three (3) business days prior to the day named for such meeting. Regular meetings are open meetings which may be attended by Unit Owners.

Section 9. Special Meetings. Special meetings of the Board of Managers may be called by the President or Secretary or written request of any Member of the Board of Managers on three (3) business days, notice to each Member of the Board of Managers, given by personal delivery, mail, facsimile or overnight delivery service, which notice shall state the time, place and purpose of the meeting. Special meetings are closed meetings which may not be attended by Unit Owners unless otherwise specifically provided.

Section 10. Waiver of Notice. Any Member of the Board of Managers may at any time waive notice of any meeting of the Board of Managers in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member of the Board of Managers at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. Any one or more Members of the Board of Managers or any committee thereof may participate in a meeting of the Board or committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting. If all the Members of the Board of Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. Quorum of Board of Managers. At all meetings of the Board of Managers, the presence in person or by proxy of Unit Owners owning more than forty (40%) percent of the Common Interests attributable to all Units shall constitute a quorum and a majority of the votes cast at any such meeting at which a quorum is present shall be binding upon all Unit Owners., and subject to the provisions of Section 2 of this Article II, the votes of a majority of the Members of the Board of Managers shall constitute the decision of the Board of Managers. If at any meeting of the Board of Managers there shall be 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. Any action required or permitted to be taken by the Board of Managers 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 proceedings of the Board.

Section 12. Fidelity Bonds. The Board of Managers shall obtain adequate fidelity bonds for all officers and employees of the Condominium and of the managing agent handling or responsible for Condominium funds. The premiums on such bonds shall constitute a common expense.

Section 13. Compensation. No member of the Board of Managers shall receive any compensation from the Condominium for acting as such.

Section 14. Liability of the Board of Managers. No Member of the Board of Managers or officer of the Condominium shall have any personal liability to the Condominium or to any Unit Owner for damages for any breach of duty in his or her capacity as Member of the Board or officer, provided that this provision does not eliminate or limit the liability of a Member of the Board or officer if a judgment or other final adjudication adverse to him or her establishes (a) that his or her acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law, or (b) that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled.

The Condominium, through the Unit Owners, shall indemnify to the fullest extent permitted by law any person made, or threatened to be made, a party to an action or proceeding, whether civil or criminal, including an action by or in the right of the Condominium to procure a judgment in its favor or an action other than one by or in the right of the Condominium and including an action by or in the right of any corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise, which any Member of the Board or officer of the Condominium served in any capacity at the request of the Condominium, by reason of the fact that he, his testator or intestate, was a Member of the Board or officer of the Condominium or served such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity; provided that no indemnification may be made to or on behalf of any Member of the Board or officer if a judgment establishes that his or her acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled.

The Unit Owners shall indemnify and hold harmless each of the Members of the Board of Managers against all contractual liability to others arising out of contracts made by the Board of Managers on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the Members of the Board of Managers shall have no personal liability with respect to any contract

made by them on behalf of the Condominium (except as Unit Owners). It is understood and permissible for the original Board of Managers, who may be members of or be employed by the Sponsor, to contract with the Sponsor and affiliated corporations and entities without incurring any liability for self-dealing, provided that (i) the connection is disclosed to, or known by, the Board or a majority of members thereof or noted in the minutes thereof and the Board shall authorize, approve or ratify such contract or transaction in good faith by a vote of a majority of the Board, excluding such Member, and (ii) the contract or transaction is upon commercially reasonable terms and condition at the time that the same is authorized, approved, ratified, executed or otherwise consummated. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Managers or out of the aforesaid indemnity in favor of the Members of the Board of Managers shall be limited to such proportion of the total liability thereunder as his or her interest in the Common Elements bears to the interests of all the Unit Owners in the Common Elements. Every agreement made by the Board of Managers or by the managing agent or by the manager on behalf of the Condominium shall provide that the Members of the Board of Managers, or the managing agent, or the manager, as the case may be, are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners.)

Each Unit Owner's liability pursuant to this Section 14 shall be limited to such proportion of the total liability thereunder as his or her interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.

Section 15. Committees. The Board of Managers may, by resolution duly adopted, create such committees as it shall deem appropriate and such committees shall have such powers and authority as the Condominium Board of Managers shall vest therein. The members of any such committee, at least one of whom shall be designated by Sponsor or its designee so long as Sponsor or its designee has the right to designate a member of the Board of Managers, and at least one of whom shall be designated by non-Sponsor members, shall be appointed by the President of the Board of Managers.

ARTICLE III

UNIT OWNERS

Section 1. Annual Meetings. Within thirty (30) days after the first anniversary of the first closing of title to a Unit, or at such earlier time as the Sponsor deems in the best interests of the parties, the Sponsor shall call the first annual Unit Owners' meeting. At such meeting, the Board of Managers shall resign and a new Board shall be elected by the Unit Owners, or the Sponsor shall continue to control the Board, as hereinbefore provided in Article II. Section 4 of these By-Laws. Thereafter, annual meetings shall be held on or about the anniversary of such date each succeeding year. At such meetings there shall be elected by ballot of the Unit Owners a Board of Managers in accordance with the requirements of Article II of these By-Laws. The

Unit Owners may also transact such other business of the Condominium as may properly come before them.

Prior to the actual meeting at which the Unit Owners elect the Board of Managers as herein provided, the Sponsor may call, at its discretion, meetings of the Unit Owners so that the Board of Managers designated by the Sponsor can report to the Unit Owners, or for such other purpose as the Board determines.

Section 2. Place of Meetings. Meetings of the Unit Owners shall be held at the principal office of the Condominium or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Managers.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners if so directed by resolution of the Board of Managers or upon a petition signed by Unit Owners representing a majority of the common interest, upon at least five (5) days notice. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record at the Property or at such other address as such Unit Owner shall have designated by notice in writing to the Secretary, at least five (5) days but not more than forty (40) days prior to such meeting. If the purpose of any meeting shall be to act upon a proposed amendment to the Declaration or these By-Laws, the notice of meeting shall be mailed at least twenty (20) days prior to such meeting. The mailing of a notice in the manner provided in these By-Laws shall be considered notice served.

Section 5 Adjournment of Meetings. If any meeting of Unit Owners cannot be held because a quorum has not attended, a majority of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. Proxies remain in effect for any such adjourned meeting.

Section 6. Order of Business. The order of business at all meetings of the Unit owners shall be as follows:

(a) Roll call.

(b) Proof of notice of meeting.

(c) Reading of minutes of preceding meeting.

(d) Reports of officers.

(e) Report of Board of Managers.

(f) Reports of committees.

(g) Election of inspectors of election (when so required).

(h) Election of members of the Board of Managers (when so required).

(i) Unfinished business.

(j) New business.

Section 7. Title to Units. Title to Units may be taken in the name of an individual, in the names of two (2) or more persons, as tenants in common, joint tenants or tenants by the entirety, or in the name of a corporation, partnership, limited liability company or in the name of a fiduciary.

Section 8. Voting. At all meetings, each Unit Owner (or his proxy) entitled to vote thereat (including Sponsor or its designees with respect to Unsold Units) shall be entitled to cast one vote for each .0001% of interest in the Common Elements attributable to his Unit or Units (provided, however, that if Sponsor or its designee has exercised its right to designate a Board member, it shall not be entitled to vote for Board members in addition to those it has designated).

Section 9. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy the presence in person or by proxy of Unit Owners owning more than forty (40%) percent of the Common Interests attributable to all Units shall constitute a quorum and a majority of the votes cast at any such meeting at which a quorum is present shall be binding upon all Unit Owners.

Section 10. Majority of Unit Owners. As used in these By-Laws, the term "Majority of Unit Owners" shall mean those Unit owners having greater than 50% of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum is present, determined in accordance with the provisions of Section 8 of this Article III.

Section 11. Action by Unit Owners. Subject to the provisions contained in the last two paragraphs of Article II Section 2 of these By-Laws regarding authorization by Sponsor or its designee for certain actions of the Board of Directors, the vote of a majority of Unit Owners shall be required to take any action at any meeting of Unit Owners, except where in the Declaration or these By-Laws or by law, a higher percentage vote is required. Notwithstanding the foregoing, any action which restricts the use of any Unit or any portion of the Common Elements, or materially and adversely affects any Unit Owner, must be authorized by the affected Unit Owner unless the By-Laws specifically permit the taking of such action.

Section 12. Action Without Meeting. Any action required or permitted to be taken by the Unit Owners may be taken without a meeting if Unit Owners sufficient in number and in Common Interest to approve such an action at a duly constituted meeting of the Unit Owners pursuant to the Declaration or these By-Laws consent in writing to the adoption of a resolution authorizing such action and writing is filed with the records of the Condominium.

ARTICLE IV

OFFICERS

Section 1. Designation. The principal officers of the Condominium shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Managers. The Board of Managers may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The President and Vice President, but no other officers, must be Members of the Board of Managers. Except for Members of the Board of Managers appointed by the Sponsor or its designee, all officers must be Unit Owners, or spouses of Unit Owners, or officers, directors or principals of Unit Owners which are not natural persons.

Section 2. Election of Officers. The officers of the Condominium shall be elected annually by vote of the Board of Managers at the organization meeting of each new Board of Managers and shall hold office at the pleasure of the Board of Managers.

Section 3. Removal of Officers. Upon the affirmative vote of the Members of the Board of Managers, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Managers, or at any special meeting of the Board of Managers called for such purpose, provided notice of the proposed removal was given to the officer and in the notice of the meeting. Any officer whose removal has been proposed shall be given an opportunity to be heard at the meeting.

Section 4. President. The President shall be the chief executive officer of the Condominium. He shall preside at all meetings of the Unit Owners and of the Board of Managers. He shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York, including but not limited to the power to appoint committees from among the Unit Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Condominium. The President shall be an ex-officio member of all committees of the Board of Managers.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Managers shall appoint some other member of the Board of Managers to act in the place of the 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 of Managers or by the President, and shall have such other powers and duties as are usually vested in the office of vice president of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Board of Managers; he shall have charge of such books and papers as the Board of Managers may direct; and he 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.

Section 7. Treasurer. The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping or supervising the keeping of full and accurate financial records and books of account showing all receipts and disbursements necessary for the preparation of all required financial data. He shall be responsible for the deposit of all funds and other securities in the name of the Board of Managers, or the managing agent, in such depositories as may from time to time be designated by the Board of Managers, and he shall, in general, perform all the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York. He shall disburse Condominium funds in the manner directed by the Board of Managers, making proper vouchers for all disbursements. He shall submit to the President and Board of Managers, at regular meetings of the Board of Managers or whenever they may require it, an account of all of his transactions as Treasurer, as well as the financial condition of the Condominium.

Section 8. Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any one (1) officer of the Condominium or by such other person or persons as may be designated by the Board of Managers.

Section 9. Compensation of Officers. No officer shall receive any compensation from the Condominium for acting as such.

ARTICLE V

NOTICES

Section 1. Notices. All notices required or desired to be given hereunder (except of notices of regular annual or special meetings of the Unit Owners and except all meetings of the Condominium Board) shall be sent by registered or certified mail return receipt requested, postage prepaid, addressed: (i) if to the Board of Managers, in care of the managing agent, or if there be no managing agent, to the principal office of the Board of Managers or to such other address as the Board of Managers may hereafter designate from time to time; (ii) if to a Unit

Owner, other than the Sponsor, to the Property address of such Unit Owner or to such other address as may have been designated by him from time to time, in writing, to the Board of Managers; (iii) if to the Sponsor, 19 West 21st Street, New York, New York, with a copy to Meister Seelig & Fein LLP, 125 Park Avenue, 7th Floor, New York, New York 10017. All notices to mortgagees of Units shall be sent by registered or certified mail (return receipt requested) to their respective addresses, as designated by them from time to time, in writing to the Board of Managers. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of change of address which shall be deemed to have been given when received.

Section 2. Waiver of Service of Notice. Whenever any notice is required to be given by Law or under the provisions of the Declaration, or of 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 VI

OPERATION OF THE PROPERTY

Section 1. Determination of Common Expenses and Fixing of Common Changes. The Board of Managers shall from time to time, at least annually, prepare a budget for the Condominium, determine the amount of the common charges payable by the Unit Owners to meet the common expenses of the Condominium and allocate and assess such common charges and expenses among the Unit Owners according to their respective common interests or such different method of allocation as is set forth in the "Budget for the First Year of Condominium Operation", Schedule B to the Offering Plan (the "Condominium Budget") or determined by the Board of Managers to reflect exclusive use or the availability or control of particular Common Elements or services provided by the Condominium. The common expenses shall include, without limitation, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Managers pursuant to the provisions of Section 2 of this Article VI, and the fees and disbursements of the Insurance Trustee, if any. The common expenses may also include such amounts as the Board of Managers may deem proper for the operation and maintenance of the Property, including, without limitation, electric costs for the common areas, water and sewer charges for service to the Units and the Common Elements, steam costs for heating and hot water in Units and common areas, gas costs for the Units, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. The common expenses may also include such amounts as the Board of Managers may deem necessary for customary or extraordinary legal expenses incurred with respect to the Condominium Property. The Board of Managers is authorized to specifically allocate expenses or specific expense items and apportion common charges of the Units resulting from changes in use or from changed circumstances. In addition, the common expenses may also include such

amounts as may be required for the purchase or lease by the Board of Managers or its designee, on behalf of all Unit Owners, of any Unit whose owner has elected to sell or lease such Unit or of any Unit which is to be sold at foreclosure or other judicial sale

The Board of Managers shall advise all Unit Owners promptly, in writing, of the amount of common charges payable by each of them as determined by the Board of Managers as aforesaid and shall furnish copies of such budget on which such common charges are based, to all Unit Owners. All costs and expenses which are allocable solely to the repair, maintenance and operation of a particular Unit or Units, as the case may be, shall be borne solely by the owner(s) of such Unit(s). Notwithstanding this section, the power of the Board is subject to the restrictions contained in Section 2 of Article II.

Section 2. Insurance. The Board of Managers shall be required to obtain and maintain, to the extent obtainable, the following insurance: (1) fire insurance with extended coverage normal for a condominium of this type, vandalism and malicious mischief endorsements insuring the Building, including each Unit and the equipment installed therein on the date of recordation of the Declaration or installed thereafter by the Sponsor, or replacements thereof, partitions, floors, and ceilings within the Units, together with all service and other machinery contained therein (but not including wall, ceiling or floor decorations or coverings or fixtures, appliances, furniture, furnishings or other personal property supplied or installed by Unit Owners or tenants of Unit Owners) covering the interests of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their respective interests may appear, in an amount equal to the agreed upon replacement value of the Building or such other amount as shall be adequate to prevent the Condominium from becoming a coinsurer in the event of casualty loss (exclusive of the costs of excavation and foundations,) without deduction for depreciation, as determined by the Board of Managers. Each of said policies shall contain a Condominium Property Endorsement and 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 such mortgagee as its interest may appear, subject however, to the loss payment provisions in favor of the Board of Managers or the Insurance Trustee, if any, as herein provided; (2) boiler and machinery insurance; (3) Officers and Directors liability insurance covering officers and members of the Board of Managers; (4) comprehensive general liability insurance covering each Member and officer of the Board of Managers, the managing agent, each unit Owner, in such limits as the Board of Managers may deem proper, covering all claims for bodily injury or property damage arising out of an occurrence in the Common Elements and covering cross liability claims of one insured against another (but not covering the liability of a Unit Owner arising from occurrences within his own Unit); (5) crime insurance and (6) such other insurance as the Board of Managers may determine. The premiums for such insurance shall be a common expense.

All such policies shall provide that adjustments shall be made by the Board of Managers and that the net proceeds shall be payable to the Board of Managers to be applied for the purpose

of repairing, restoring or rebuilding the Building unless otherwise determined by the Unit Owners.

All policies of physical damage insurance shall contain waivers (a) of subrogation, (b) of any defense based on coinsurance, (c) of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Unit Owners, and (d) of invalidity arising from any acts of the insured or any Unit Owners, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including all mortgagees of Units. The standard mortgagee loss payable clause shall be attached to all policies. Duplicate originals or certificates of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of Units who have requested same in writing, at least ten (10) days prior to expiration of the then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Managers may obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the Building (exclusive of the cost of excavation and foundations) including all of the Units and all of the Common Elements therein, without deduction for depreciation, for the purpose of determining the amount of fire insurance to be effected pursuant to this Section 2.

Unit Owners are advised to carry other insurance for their own benefit, provided that all such policies shall contain waivers of subrogation against the Condominium and the Board of Managers and further provide that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. Such policies shall be so endorsed as to state that they will in no way conflict with any insurance carried by the Board of Managers. Under no circumstances shall the Condominium be liable for any damage to a Unit or the personal property of any Unit Owner that would be covered by insurance. Each Unit Owner shall look solely to his or her own insurer for the cost of repairs or replacements of any portion of his Unit or any personal property.

The Condominium shall notify any mortgagee or guarantor of a mortgage on any Unit of any lapse, cancellation, or material modification of any insurance policy maintained by the Condominium.

Section 3. Repair or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of the Building as a result of fire or other casualty, unless 75% or more of the Building is destroyed or substantially damaged and 75% or more in number and common interest of the Unit Owners do not duly and promptly resolve to proceed with repair or restoration, the Board of Managers shall arrange for the prompt repair and restoration of the Building (including any damaged Units, but not including any wall, ceiling or floor decorations or coverings or other furniture, furnishings, fixtures or other personal property or equipment of the Unit Owners or a tenant of a Unit Owner), and the Board of Managers shall disburse the proceeds of all insurance policies in appropriate progress payments to the contractors engaged in

such repairs and restoration. Any cost of such repair and restoration in excess of the net insurance proceeds shall constitute a common expense and the Board of Managers shall assess all the Unit Owners for such deficit as part of the common charges.

In the event of a repair or restoration pursuant to the first paragraph of this Section 3 and in the event that the net proceeds of insurance received by or payable to the Board of Managers shall exceed the cost of such repair or restoration, then the excess of such insurance proceeds shall be paid by the Board of Managers to the Unit Owners in proportion to their respective interests in the Common Elements after first paying out of the share due each Unit Owner such amounts as may be required to reduce unpaid liens on any Unit in the order of priority of such liens.

If 75% or more of the Building is destroyed or substantially damaged and 75% or more in number and in common interest of the Unit Owners do not duly and promptly resolve to proceed with repair or restoration, the Property will not be repaired and shall be subject to an action for partition at the suit of any Unit Owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies shall be divided by the Board of Managers among the Unit Owners in proportion to their respective common interests, after first paying out of the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens. Notwithstanding the foregoing, any action to terminate the Condominium after substantial damage must be agreed to by mortgagees that represent at least 51% of the votes that are subject to mortgages.

Whenever in this Section the words "promptly repair" are used it shall mean repairs are to begin not more than sixty (60) days from the date the Board of Managers notifies the Unit Owner or Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated costs of such work, or not more than ninety (90) days from the date the Board of Managers notifies the Unit Owner or Owners that such proceeds of insurance are insufficient to pay said estimated costs of such work or, in the event the proceeds of insurance are payable to the Board of Managers, not more than sixty (60) days from the date of receipt by the Board of Managers of proceeds of insurance on account of such damage or destruction, whether or not sufficient to pay the estimated costs of such work. Whenever the words "promptly resolve" are used it shall also mean not more than sixty (60) days from the date the Board of Managers notifies the Unit Owners that it holds proceeds of insurance on account of such damage or destruction and that such proceeds are or are not sufficient to pay the estimated costs of the work (as the case may be).

The Condominium shall notify any mortgagee or guarantor of a mortgage on any Unit of any casualty loss that affect either a material portion of the Condominium or the Unit securing its mortgage.

In the case of payment to the Unit Owner of insurance proceeds or condemnation awards

for losses to or a taking of a Unit and/or Common Elements, mortgagees or any guarantor of a mortgage shall have priority over a Unit Owner to collect the proceeds payable by the Condominium.

Section 4. Payment of Common Charges. Each Unit Owner shall be obligated to pay the common charges assessed by the Board of Managers pursuant to the provisions of Section 1 of this Article VI at such time or times as the Board of Managers shall determine. The Board of Managers may also impose a reasonable late charge for late payment of common charges, which shall be added to the Unit Owner's common charges due on the first day of the following month, and which shall be a lien upon the Unit Owner's Unit if not paid. Assessments for common charges are the personal obligation of the person owning the Unit at the time the assessment becomes due.

No Unit Owner shall be liable for the payment of any part of the common charges assessed against its Unit subsequent to a sale, transfer or other conveyance (made in accordance with the provisions of Section 1 of Article VIII of these By-Laws) of such Unit, together with the "Appurtenant Interests", as defined in Section 1 of Article VIII hereof. A purchaser of a Unit shall be liable for the payment of common charges assessed and unpaid against such Unit prior to the acquisition of such Unit, except that, to the extent permitted by law, a mortgagee or other purchaser of a Unit at a foreclosure sale of such Unit shall not be liable for, and such Unit shall not be subject to a lien for, the payment of common charges assessed prior to the foreclosure sale. In the event of a foreclosure sale of a Unit by a mortgagee, the owner of such Unit prior to the foreclosure sale shall remain liable for the-payment of all unpaid common charges accrued prior to such sale.

In addition, any Unit Owner may, subject to the terms and conditions specified in these By-Laws, provided that its Unit is free and clear of liens and encumbrances other than a permissible mortgage and the statutory lien for unpaid common charges, convey his or her Unit, together with the Appurtenant Interests, to the Condominium Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners, and in such event be exempt from common charges thereafter accruing.

Section 5. Assessment Roll and Collection of Assessments. The Board of Managers shall assess common charges against the Unit Owners from time to time and at least annually. An assessment roll relating to common charges and other assessments shall be maintained in a set of accounting books duly approved by a certified public accountant in which there shall be an account for each Unit.

The Board of Managers shall take prompt action to collect any common charge due from any Unit Owner which remains unpaid for more than thirty (30) days after the due date for payment thereof.

Section 6. Default in Payment of Common Charges. In the event any Unit Owner shall fail to make prompt payment of its common charges or any assessment as determined by the Board of Managers, such Unit Owner shall be obligated to pay interest at the highest legal rate on such unpaid common charges computed from the due date thereof, in addition to any late charge which may have been imposed pursuant to Section 4 of this Article VI, together with all expenses, including attorneys' fees, paid or incurred by the Board of Managers or the Managing Agent in any proceeding brought to collect such unpaid common charges or assessments or in an action to foreclose the lien on such Unit arising from said unpaid common charges or assessments. The Board of Managers shall have the right and obligation to attempt to recover such common charges or assessments, together with interest thereon, and the expenses of the proceeding, including attorneys' fees, in an action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such Unit granted by Section 339-z of the Real Property Law of the State of New York, in the manner provided in Section 339-aa thereof. While the Sponsor or its designee is in control of the Board of Managers, it will cause the Board to file a lien as provided for in Section 339-aa of the Real Property Law against Units with respect to which the Sponsor or such designee is in arrears of common charges by more than thirty (30) days.

A lien for non-payment of common charges granted pursuant to Section 339-z has priority over all other liens except (i) liens for taxes on the Unit in favor of any assessing unit, school district, special district, county or other taxing unit, and (ii) all sums unpaid on a first mortgage of record.

The Board of Managers shall provide timely written notice to a mortgagee of any delinquency in the payment of assessments or Common Charges in excess of sixty (60) days by a Unit Owner on which such mortgagee holds a mortgage.

Section 7. Foreclosure of Liens for Unpaid Common Charges. In any action brought by the Board of Managers 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 of its Unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Managers, acting on behalf of all Unit Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, cast the votes appurtenant to (other than for the election of Members to the Board of Managers), convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

In the event the net proceeds received on such foreclosure (after deduction of all legal fees, advertising costs, brokerage commissions and other costs and expenses incurred in connection therewith) shall be insufficient to satisfy the defaulting Unit Owner's obligation to the Condominium, then such Unit Owner shall remain liable for the deficit.

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

Section 8. Statement of Common Charges. The Board of Managers (or managing agent on its behalf) shall promptly provide any Unit Owner so requesting the same in writing, with a written statement of all unpaid common charges due from such Unit Owner.

Section 9. Maintenance and Repairs.

(a) All maintenance, repairs and replacements in and to a Unit, ordinary or extraordinary (but not to Unit entrance doors and windows), to units providing individually controlled heat and air conditioning within the Unit, if any, to kitchen appliances, and to electrical and plumbing installations and fixtures within a Unit or belonging to the Unit Owner shall be at the Unit Owner's expense, except as otherwise specifically provided herein. The Board of Managers is responsible for electrical and plumbing pipes, wires and lines to the extent they are located in Common Elements and serve one or more Units.

Each Unit Owner shall perform promptly all maintenance and repair work to his own Unit, which if omitted would affect the Condominium in its entirety or in a part belonging to other Unit owners (including the Sponsor or its designee,) such Unit Owner being expressly responsible for any damages and liabilities which may result from his failure to do so. Each Unit Owner shall, at his sole expense, maintain the interior of the Unit, its furniture, furnishings, appliances, and appurtenances in good order and condition, and shall do all redecorating and other work which may at any time be necessary to maintain the good condition of the Unit.

(b) All maintenance, repairs and replacements to the Common Elements as defined in the Declaration, including but not limited to Unit entrance doors and windows, exterior walls, stairs, sidewalks adjacent to the Building's entrances (including removal of snow and ice therefrom), roof and roof members, as well as all maintenance, repairs and replacements of any pipes, wires, conduits and public utility lines, any portion of which is located in one Unit and serves another Unit or more than one Unit or so much of any pipes, wires, conduits and public utility lines as are located in the Common Elements but serve one or more Units, shall be made by the Board of Managers and be charged to all the Unit Owners as a common expense, except to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner or his invitees, licensees or agents, in which case such expense shall be charged to such Unit Owner. Notwithstanding this subdivision (b), Limited Common Elements shall be maintained by the Owners of the Units to which they are appurtenant.

Section 10. Restrictions on Use of Units. In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

(a) Units may be used only as a residence with not more than two (2) adults or one (1) family occupying a Residential Unit at one time, except that any Unit may, in addition, be used for any lawful home occupation (as such term is defined in the New York City Zoning Resolution), provided (i) that such use does not violate zoning regulations or the Certificate of Occupancy for the Building, and (ii) the prior consent of the Board of Managers is obtained or, in the case of initial Purchasers from the Sponsor or its designee, written notice of such use is given to the managing agent.

Notwithstanding the foregoing or anything else contained in the Plan, the Sponsor or its designees may, without the permission of the Board of Managers or anyone else, retain ownership of one or more Units for use as models, or sales, or business or administration offices and may place signage of any size and in any location on the Property, in its sole discretion, in connection with the sale or rentals of Units in the Condominium.

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

(c) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or occupants or which interferes with the peaceful possession or proper use of the Property by its residents or occupants.

(d) No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the Unit

Owners, or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.

(e) No portion of a Unit (other than the entire Unit) may be rented, and no transient tenants may be accommodated therein.

(f) Dogs, cats or other common household pets, not to exceed two (2) per Unit, may be kept in Units, subject to the rules and regulations adopted by the Board of Managers, including those pertaining to the size of a pet and the permitted level of noise. In no event will any dog be permitted in any portion of the Common Elements unless carried or on a leash.

Section 11. Additions, Alterations or Improvements by Board of Managers. All alterations, additions or improvements in or to any Common Elements shall be made either by the Board of Managers or Unit Owner required to maintain such Common Element and the cost and expense thereof shall be charged either to all Unit Owners as a common expense or to the Unit Owner responsible therefor, as the case may be. Whenever in the judgment of the Board of Managers the Common Elements shall require additions, alterations or improvements costing in excess of $250,000.00 in the aggregate in any calendar year, and the making of such additions, alterations or improvements shall have been approved by a majority of the Unit Owners present and voting at a meeting at which a quorum is present (including Sponsor as owner of Unsold Units,) the Board of Managers shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a common charge. Any additions, alterations or improvements costing in the aggregate $250,000.00 or less in any calendar year may be made by the Board of Managers without approval of the Unit Owners, and the cost thereof shall constitute part of the common expenses.

Notwithstanding the foregoing, for so long as the Sponsor or its designee shall own Units representing at least 25% of the common interest, but not more than five (5) years from the date of the first closing of title to a Unit, no additions, alterations or improvements shall be made to the Common Elements, regardless of the cost thereof, unless the consent of Sponsor or its designee is first obtained pursuant to Article II Section 2 of these By-Laws, or such action is required by law.

Section 12. (a) Additions, Alterations or Improvements by Unit Owners. No Unit Owner shall make any structural addition, alteration or improvement in or to his or her Unit or any Limited Common Element appurtenant thereto, without the prior written approval of the Board of Managers. The Board of Managers is required to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit within thirty (30) days after receipt of a complete set of documents and information as to the proposed addition, alteration or improvement, and independent architectural review, if necessary, and failure to do so within the stipulated time shall constitute a denial by the Board of Managers to the proposed addition, alteration or improvement. The Unit

Owner can make any non-structural alterations or improvements to the Unit he desires without obtaining the consent of the Board of Managers, so long as the alterations or improvements do not affect the Building or any Common Element, jeopardize the soundness or safety of the Property, reduce the value thereof or impair any easement therein.

(b) No Unit Owner shall make any structural addition, alteration or improvement in or to a Unit or Limited Common Element nor any non-structural addition, alteration or improvement, without first (1) obtaining and maintaining during the course of such work such insurance as the Board of Managers may reasonably prescribe, and with respect to structural addition, alteration and improvement in a Unit or Limited Common Element (2) executing and delivering to the Board of Managers an agreement, in form and substance reasonably satisfactory to the Board, setting forth the reasonable terms and conditions under which such alteration, addition or improvement may be made, including, without limitation, the days and hours during which any such work may be done, and with respect to structural addition, alteration and improvement in a Unit or Limited Common Element (3) executing and delivering to the Board of Managers an agreement indemnifying and holding harmless the Board, its members and officers, and all Unit owners from and against any liability, cost or expense arising out of or connected to such work. The Unit Owner shall also bear the cost of any increased taxes or insurance premiums resulting from his or her alterations, additions or improvements. Unit Owners shall be responsible for paying to the managing agent a reasonable fee, as established by the Board of Managers, for the processing of applications for consent to alterations.

(c) Any application to any department of the City of New York or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any Unit or Limited Common Element will be executed by the Board of Managers without, however, incurring any liability on the part of the Board of Managers or any of them 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. All responsibility with respect to any such addition, alteration or improvement shall remain with the Unit Owner until conveyance of the Unit, at which time such responsibility shall pass to and be assumed by the transferee and the successors and assigns of such transferee.

(d) The provisions of this Section 12 shall not apply to Units owned by the Sponsor or its designee until such Units shall have been initially sold and conveyed.

Section 13. Use of Common Elements. No furniture, packages or objects of any kind shall be placed on the grounds, walks, common entrances, common terrace, lobbies, public halls, service corridors or other public areas, or any other part of the Common Elements, other than areas which may be designated as storage areas. The lobbies, public halls, service corridors and other public areas shall be used only for the purposes established by the Board of Managers from time to time. The provisions of this Section 13 shall not apply to the Sponsor or its designee until such time as all Units have been initially sold and conveyed by the Sponsor or its

designee. However, the Sponsor or its designee shall not use the Common Elements in such a manner as will unreasonably interfere with the use of the other Units for their permitted purposes.

Section 14. Right of Access. Each Unit Owner shall grant a right of access to his or her Unit to the Board of Managers, the manager and/or the managing agent and/or any other person authorized by the Board of Managers, for the purpose of making inspections to determine if there exist conditions threatening another Unit or a Common Element, or violations of the By-Laws or Rules and Regulations of the Condominium or any State or Municipal ordinances, or for the purpose of correcting any conditions originating in the Unit and threatening another Unit or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in his or her Unit or elsewhere in the Building, or to correct any condition which violates the provisions of any mortgage covering another Unit, provided that requests for such entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner, and further provided that such right shall be exercised in such manner as will not unreasonably interfere with the normal use of the Units. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. In the event of the exercise of the right of access provided in this Section 14, any costs for repairs shall be borne in accordance with the provisions of Section 9 of this Article VI.

Section 15. Rules and Regulations. Rules and regulations concerning the use of the Units and the Common Elements may be promulgated and amended by the Board of Managers. Copies of such rules and regulations shall be furnished by the Board of Managers to each Unit Owner prior to time when the same shall become effective. Initial rules and regulations, which shall be effective until amended by the Board of Managers, are annexed hereto and made a part hereof as Schedule A.

Section 16. Electricity and Gas. (a) Electricity for lighting, air conditioning and appliances within the Units shall be supplied by the public utility company to the individual Residential Unit and will be metered to the individual Units. Electricity charges for lighting and air conditioning in the Common Elements shall be billed to the Board of Managers, and the cost shall be included in the common charges.

(b) Gas for hot water cooking and individual heating units in Units, as the case may be, will be separately metered.

Section 17. Heat and Hot Water. The Board of Managers shall pay the cost of providing heat to the Units and the Common Elements by inclusion of the cost in the common charges.

Section 18. Water Charges and Sewer Rents. The Condominium Board shall pay, as common expenses, all water charges for the Units and the Common Elements and facilities,

together with all related sewer rents arising therefrom promptly after the bills for the same shall have been rendered.

Section 19. Abatement and Enjoinment of Violations by Unit Owners. (a) The violation of any rule or regulation adopted by the Board of Managers, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board of Managers the right, in addition to any other rights set forth in these By-Laws: (i) upon reasonable notice to the Unit Owner to enter the Unit in which, or as to which, such violation or breach exists, and to summarily abate and remove at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provision hereof (provided, however, that judicial proceedings must be instituted before any item of construction can be altered or diminished, and provided further that no prior notice shall be required in the event that the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Property or for the safety of the residents of the Condominium or other persons or required to avoid the suspension of any necessary service to the Condominium), and/or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, and/or (iii) to impose against such Unit Owner a onetime fine of one hundred ($250.00) dollars for any such violation.

(b) The violation or breach of any of the provision of these By-Laws, the Rules and Regulations, or the Declaration with respect to any rights, easements, privileges or licenses granted to the Sponsor or its designee shall give to the Sponsor or its designee, as the case may be, 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 in law or in equity, the continuance of any such violation or breach.

(c) The violation or breach of any of the provisions of these By-Laws, the Rules and Regulations or the Declaration with respect to any rights, easements, privileges or licenses granted to any Unit Owner shall give to the aggrieved Unit Owner a right of action for damages or the right to enjoin, abate or remedy by appropriate legal proceedings, either in law or in equity, the continuance of any such violation or breach.

(d) The expenses of any proceeding brought under this Section 19 and all other costs and expenses, including reasonable attorneys, fees, incurred hereunder by the Board, the Sponsor or a Unit Owner, as the case may be, together with interest thereon at the highest legal rate from the date of expenditure, shall immediately be payable by the defaulting Unit Owner to (i) the Board in the event set forth in (a) above, (ii) the Sponsor in the event set forth in (b) above and (iii) the aggrieved Unit Owner in the event set forth in (c) above. All sums payable under this Section 19 shall constitute common charges payable by the Unit Owner.

(e) Unit owners shall have similar rights of action against the Board of Managers for failure to comply with the terms of the Condominium Documents, subject to the limitations on liability of Board Members contained in these By-Laws.

Section 20. No Right of Partition. As provided in Section 339-i(3) of the Real Property Law, the Common Elements shall remain undivided and no right shall exist to partition or divide any thereof, except as otherwise specifically provided therein (and described in this Article VI or in Article IX), as in the event of condemnation, destruction of more than 75% of the Building or termination of the Condominium.

ARTICLE VII

MORTGAGES

Section 1. Notice to Board of Managers. A Unit Owner who mortgages his or her Unit shall notify the Board of Managers of the name and address of his or her mortgagee and shall file a conformed copy of the note and mortgage with the Board of Managers. A conformed copy of the Satisfaction of any such mortgage shall also be filed with the Board of Managers. The Board of Managers shall maintain such information in a book entitled "Mortgages of Units."

Section 2. Notice of Unpaid Common Charges. The Board of Managers shall notify any mortgagee of a Unit of such Unit Owner's non-payment of common charges in excess of sixty (60) days, or other default in the obligations of such Unit owner under the Declaration, By-Laws, Rules and Regulations, as the same are amended from time to time, or in any order of the Board of Managers issued with respect thereto.

Section 3. Notice of Default. The Board of Managers, when giving notice to a Unit Owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has previously been furnished to the Board of Managers.

Section 4. Examination of Books. 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, on three (3) days prior written notice, but not more often than once a month.

Section 5. Rights of Mortgagees to Approve Amendments Materially Adverse to Mortgagees. Amendments of a material adverse nature to mortgagees must be agreed to by mortgagees that represent at least 51% of the votes of unit owners that are subject to mortgages. If a mortgagee fails to submit a response to any written proposal for an amendment within 60 days after it receives proper notice of the proposal, approval of the mortgagee shall be assumed, provided the notice was delivered by certified or registered mail with return receipt requested.

ARTICLE VIII

SALES, LEASES AND MORTGAGES OF UNITS

Section 1. Sales and Leases. No Unit Owner, other than the Sponsor, or its respective designees, may sell or lease a Unit or any interest therein except by complying with the following provisions:

Any Unit Owner who receives a bona fide offer for (a) the sale of his or her Unit together with: (i) the undivided interest in the Common Elements appurtenant thereto; (ii) the interest of such Unit Owner in any Units theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and (iii) the interest of such Unit Owner in any other assets of the Condominium, (hereinafter collectively called the "Appurtenant Interests"), or (b) a lease of his or her Unit, (hereinafter called an "Outside Offer"), which he or she intends to accept, shall give notice by certified or registered mail to the Board of Managers of such offer and of such intention, the name and address of the proposed purchaser or lessee, the terms of the proposed transaction and such other information as the Board of Managers may reasonably require, and shall offer to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, to the Board of Managers, or its designee, corporate or otherwise, on behalf of the owners of all other Units, on the same terms and conditions as contained in such Outside Offer. The giving of such notice shall constitute a warranty and representation by the Unit Owner who has received such offer, to the Board of Managers on behalf of the other Unit Owners, that such Unit Owner believes the Outside Offer to be bona fide in all respects. The Board of Managers will have the right to request information from and interview the proposed purchaser or lessee. The Unit Owner shall be responsible for paying to the managing agent a reasonable fee, as established by the Board of Managers, for processing a sale or lease application.

Upon receipt of the notice from the Unit Owner, the Board will initially request an application and accompanying information from the proposed purchaser or lessee. Within twenty (20) days after receipt of a completed information package, the Board may request an interview and/or further information. Any interview will be scheduled within fifteen (15) days of the request therefor. Within ten (10) days after the date of interview or receipt of additional information requested, whichever is later, or, if the Board waives its right to such interview, within twenty (20) days after the date of receipt of the initial completed application and information package, the Board of Managers may elect, by notice to such Unit Owner, by certified or registered mail, to purchase such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be (or to cause the same to be purchased or leased by its designee, corporate or otherwise), on behalf of all other Unit Owners, on the same terms and conditions as contained in the Outside Offer and as stated in the notice from the offering Unit Owner. In the event the Board of Managers shall elect to purchase such Unit, together with the Appurtenant Interests, or to lease such Unit, or to cause the same to be purchased or leased by its

designee, corporate or otherwise, title shall close or lease shall be executed at the office of the attorneys for the Condominium, in accordance with the terms of such offer, within forty-five (45) days after the giving of notice by the Board of Managers of its election to accept such offer. If the selling Unit Owner's existing mortgage is not satisfied, the Board of Managers may purchase the Unit and assume or take subject to said existing mortgage, if possible. At the closing, the Unit owner, if such Unit, together with the Appurtenant Interests, is to be sold, shall convey the same to the Board of Managers, or to its designee, on behalf of all other 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 transfer stamps affixed, and shall pay all other taxes arising out of such sale. In the event such Unit is to be leased, the offering Unit Owner shall execute and deliver to the Board of Managers, or to its designee, a lease between the offering Unit Owner, as landlord, and the Board of Managers, or its designee, as tenant, covering such Unit, for the rental and term contained in such outside offer.

In the event the Board of Managers or its designee shall (i) waive the right of first refusal, or (ii) fail to accept such offer within ten (10) days after the interview or receipt of additional information requested, whichever is later, or (iii) fail to take any action within twenty (20) days after receipt of the initial completed application and information package, the offering Unit Owner shall be free to contract to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be, within sixty (60) days after the expiration of the period in which the Board of Managers or its designee might have accepted such offer, to the Outside Offeror, on the terms and conditions set forth in the notice from the offering Unit Owner to the Board of Managers of such Outside Offer. Any such deed to an Outside Offeror shall provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, the By- Laws and the Rules and Regulations, as the same may be amended from time to time. Any such lease shall be consistent with these By-Laws and shall provide that it may not be modified, amended, extended or assigned, without the prior consent in writing of the Board of Managers, that the tenant shall not sublet the demised premises, or any part thereof, without the prior consent in writing of the Board of Managers, which consent shall not be unreasonably withheld, and that the Board of Managers 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 default by the tenant in the performance of such lease. Except as hereinbefore set forth, the form of any such lease shall be the then current form of lease recommended by the Real Estate Board of New York, Inc., with such modifications as shall be approved in writing or required by the Board of Managers. In the event the offering Unit Owner shall not, within such sixty (60) day period, contract to sell such Unit together with the Appurtenant Interests, or to lease such Unit, as the case may be, to the outside Offeror on the terms and conditions contained in the Outside Offer, or if the Unit Owner shall so contract to sell or lease his Unit within such sixty (60) day period, but such sale or lease shall not be consummated pursuant to the terms of such contract, then should such offering Unit Owner thereafter elect to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be, to the same or another

outside Offeror on the same or other terms and conditions, the offering Unit Owner shall be required to again comply with all of the terms and provisions of this Section 1 of this Article VIII.

The time limits contained in the above two paragraphs with respect to Board action may be extended in the sole discretion of the Board of Managers.

Any purported sale or lease of a Unit in violation of this section shall be voidable at the election of the Board of Managers. The restrictions of Section 1 of this Article VIII shall not apply to Units owned by the Sponsor or its designee. The Sponsor or its designee with shall have the right to freely sell such Units or to freely lease all or any of them without having to first offer the same for sale or lease to the Board of Managers.

Section 2. Consent of Unit Owners to Purchase or Lease of Units by Board of Managers. The Board of Managers shall not exercise any option hereinabove set forth to purchase or lease any Unit without the prior approval of a majority of the Unit Owners.

Section 3. No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Residential Unit without including therein the Storage Unit of the respective Appurtenant Interests, it being the intention to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any, Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interest or interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

Section 4. Release by Board of Managers of Right of First Refusal. The right of first refusal contained in Section 1 of this Article VIII may be released or waived by the Board of Managers, in which event the Unit, together with the Appurtenant Interests, may be sold, conveyed, or leased, free and clear of the provisions of such section.

Section 5. Certificate of Termination of Right of First Refusal. A certificate, executed and acknowledged by the Secretary or other officer of the Condominium, stating that the provisions of Section 1 of this Article VIII have been met by a Unit Owner, or have been duly waived by the Board of Managers, and the rights of the Board of Managers thereunder have terminated, shall be conclusive upon the Board of Managers and the Unit Owners in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any Unit Owner who has in fact complied with the provisions of Section 1 of this Article VIII or in respect to whom the provisions of such section have been waived, upon request, at a reasonable fee payable to the managing agent.

Section 6. Financing of Purchase of Units by Board of Managers. Acquisition of Units by the Board of Managers, or its designee, on behalf of all Unit Owners, may be made from the working capital and common charges in the hands of the Board of Managers, or if such funds are insufficient, the Board of Managers may levy an assessment against each Unit Owner in proportion to his or her interest in the Common Elements, as a common charge, which assessment shall be enforceable in the same manner as provided in Section 6 and 7 of Article VI, and/or the Board of Managers, in its discretion, may borrow money to finance the acquisition of such Unit, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with the Appurtenant Interests, so to be acquired by the Board of Managers.

Section 7. Exceptions. The provisions of Section 1 of this Article VIII shall not apply with respect to any lease, sale or conveyance of any Unit together with the Appurtenant Interests, by (a) the Unit Owner thereof to his spouse or to any of his children or to his parent or parents, or to his brothers or sisters, or any one or more of them, (b) the Sponsor or its designee, (c) the Board of Managers, (d) a party conveying a Unit in connection with the foreclosure of a mortgage or other lien covering the Unit or delivering a deed in lieu of foreclosure, or (e) a mortgagee authorized herein who shall acquire title to such Unit by foreclosure of a mortgage or by a deed in lieu of such foreclosure; provided, however, that any purchaser of such Unit from such mortgagee shall be bound by, and his Unit subject to, the provisions of this Article.

Section 8. Gifts and Devises, etc. Any Unit Owner shall be free to convey or transfer his Unit by gift or to devise his Unit by will, or to pass the same by intestacy, without restriction, provided, however, that each succeeding Unit Owner shall be bound by, and his Unit shall be subject to the provisions of this Article.

Section 9. Waiver of Right of Partition for Acquired by the Board of Managers. In the event that any Unit shall be acquired by the Board of Managers, or its designee, on behalf of all Unit Owners as tenants in common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

Section 10. Transfer Fees and Other Charges. The Board of Managers shall have authority to fix by resolution, the amount of, and to collect before the conveyance of any Unit, a transfer fee or flip tax in connection with such proposed transfer.

The Board of Managers shall also have the right and authority to fix by resolution and collect an application fee payable to the managing agent in connection with any proposed sale or lease of a Unit, and any fee due an attorney retained by the Board with respect to any such sale or lease.

No such transfer fee, flip tax or other fee shall be applicable to: (i) sales by the Sponsor or its designee, or (ii) gifts and devises as described in Section 8 of this Article VIII.

Section 11. Payment of Assessments. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he shall have paid in full to the Board of Managers all unpaid common charges theretofore assessed by the Board of Managers against his Unit and until he shall have satisfied all unpaid liens against such Unit, except permitted mortgages.

Section 12. Mortgaging of Units. Subject to the preceding Section 11, each Unit Owner shall have the right to mortgage his Unit without restriction, provided that any such mortgage shall be substantially in the form of the New York statutory form of mortgage, except for such changes or additions as may be required in order to permit a particular bank, trust company, insurance company, savings and loan association or other institutional or non-institutional lender to make the mortgage loan.

ARTICLE IX

CONDEMNATION

Section 1. Condemnation. In the event of a taking in condemnation or by eminent domain of part or all of the Common Elements, the award for such taking shall be payable to the Board of Managers. If 75% or more in number and in common interest of the Unit Owners duly and promptly approve the repair and restoration of such Common Elements, the Board of Managers shall arrange for the repair and restoration of such Common Elements, and the Board of Managers shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that 75% or more in number and in common interest of Unit owners do not duly and promptly approve the repair and restoration of such Common Elements, the Board of Managers shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Section 3 of Article VI of these By-Laws. As used in this Section, the words "promptly approve" shall mean not more than sixty (60) days from the date of such taking.

In the event of a taking in condemnation or by eminent domain of part or all of the Common Elements and the loss to the Common Elements is in excess of $500,000, then the Board of Managers shall promptly notify all mortgagees of Units of such taking and loss.

ARTICLE X

RECORDS AND AUDITS

Section 1. Records and Audits. The Board of Managers or the managing agent shall keep detailed records of the actions of the Board of Managers and the managing agent, minutes of the meetings of the Board of Managers, minutes of the meetings of the Unit Owners, and financial records and books of account of the Condominium, including a chronological

listing of receipts and expenditures, as well as a separate account for each Unit which, among other things, shall contain the amount of each assessment of common charges against each Unit, the date when due, the amounts paid thereon, and the balance, if any, remaining unpaid. A copy of each proposed annual budget of the Condominium shall be submitted by the Board of Managers to all Unit Owners, to be received not less than ten (10) days prior to the date set for adoption thereof by the Board. While the Sponsor controls the Board, such budgets will be certified in accordance with Section 20.4(d) of the Department of Law of the State of New York.

An annual report of the receipts and expenditures of the Condominium, certified by an independent certified public accountant, shall be submitted by the Board of Managers to all Unit Owners within four and one-half (4-1/2) months after the end of each fiscal year. The cost of such report shall be paid by the Board of Managers as a common expense.

The books and records of the Condominium, including copies of the Declaration and these By-Laws, shall be subject to inspection by Unit Owners and by mortgagees of Units at reasonable times, during business hours, upon three (3) days prior written notice.

ARTICLE XI

AMENDMENTS TO BY-LAWS

Section 1. Amendments to By-Laws. Except as otherwise provided herein and in the Declaration, these By-Laws may be modified or amended by the vote of at least 66-2/3% of all Unit owners in number and in common interest, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, or, in lieu of a meeting, by written amendment as provided in the By-Laws.

For so long as the Sponsor or its designee remains the Owner of one or more Units, these By-Laws, the Rules and Regulations and the Declaration may not be modified, added to or amended so as to eliminate, change, or impair any rights, privileges, easements, licenses or exemptions granted therein or herein to the Sponsor or said designee, or otherwise adversely affect the Sponsor or such designee without the Sponsor's or such designee's prior written consent.

No amendment which adversely affects the lien of any mortgage on a Unit may be made without the written consent of the affected mortgagee.

No provision of these By-Laws, the Rules and Regulations or the Declaration relating to the use of the Units or the percentage interest of a Unit in the Common Elements may be amended without the consent of each Unit Owner affected by such amendment. Further, these By-Laws, the Rules and Regulations and the Declaration may not be modified, added to or amended so as to eliminate, change or impair any rights granted to any Unit Owner, or so as to adversely affect such Unit Owner, without the prior written consent of such Unit Owner.

ARTICLE XII

MISCELLANEOUS

Section 1. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 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, or the intent of any provision hereof.

Section 3. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 4. Waiver. No restriction, condition, obligation, or provision contained in these By-Laws, 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 thereof which may occur.

Section 5. Notices to Mortgagees of Condominium Actions. The Condominium shall notify any mortgagee or guarantor of a mortgage on any Unit of any proposed action that requires the consent of a specified percentage of mortgagees. However, implied approval of any such proposal shall be assumed when a mortgagee fails to submit a response to any written proposal within 60 days after it receives proper notice, provided the notice was delivered by certified or registered mail, with return receipt requested.

ARTICLE XIII

CONFLICTS

Section 1. Conflicts. These By-Laws and the Rules and Regulations are intended to comply with the requirements of Article 9-B of the Real Property Law of the State of New York and all other applicable laws. In case any of these By-Laws or any provision of the Rules and Regulations conflict with the provisions of said statute, the Declaration or any other applicable law, the provisions of said statute, the Declaration, or such other applicable law, as the case may be, shall control.

SCHEDULE A

RULES AND REGULATIONS FOR

318 WEST 47 CONDOMINIUM

1. Units shall be used for residences only, with not more than two (2) adults or one family occupying a Unit at one time, except that any Unit may, in addition, be used for any lawful home occupation (as such term is defined in the New York City Zoning Resolution), provided (i) that such use does not violate zoning regulations or the Certificate of Occupancy for the Building, and (ii) the prior consent of the Board of Managers is obtained or, in the case of initial Purchasers from the Sponsor or its designee, written notice of such use is given to the managing agent. Notwithstanding the foregoing, the Sponsor (or its designee) may, without the permission of the Board of Managers or anyone else, retain ownership of one or more Units for use as models, sales, or business or administration offices and may place signage of any size in any location on the Property, as determined in the sole discretion of the Sponsor (or such designee), in connection with the sale, management or rental of Units in the Condominium.

2. Nothing shall be done or kept in any Unit or the Common Elements which will increase the rate of insurance on the Building, or contents thereof, without the prior written consent of the Board of Managers. If the cost of insurance on the Building is increased because of the use of a Unit, then such insurance cost increase shall be repaid to the Condominium by the Unit Owner whose use has caused the increase, within thirty (30) days after the increased cost has been demanded of the Condominium and written notice has been given by the Board to the Unit Owner. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No Unit Owner or occupant or any of its agents, servants, employees, licensees or visitors shall at any time bring into or keep in its Unit or in the Common Elements any flammable, combustible or explosive fluid, material, chemical or substance. No waste shall be committed in the Common Elements.

3. 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.

No radio or television aerial or other similar device shall be erected on the roof, terraces or exterior walls of the Building without obtaining in each instance the written consent of the Board of Managers. Any aerial so installed without such required consent shall be subject to removal without notice at any time.

4. Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Building or which would structurally change the Building without the prior written consent of the Board of Managers.

5. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board of Managers.

6. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with by and at the sole expense of the Unit Owners or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.

7. No swill, brine, offensive animal matter, noxious liquid, or other filthy matter of any kind, shall be allowed by any person to fall upon or run into any street, or Common Element or be taken to or put therein.

8. There shall be no obstruction of the Common Elements. The entrances, passages, public halls, elevators, vestibules, corridors, stairways and other areas within the Common Elements shall not be used for any other purpose than that for which they are intended. Nothing shall be stored in the Common Elements without the prior consent of the Board of Managers, except as hereinafter expressly provided.

9. Except in storage areas, if any, designated as such by the Board of Managers, there shall be no playing, lounging, or parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements. Storage by Unit Owners in areas designated by the Board of Managers shall be at the Unit Owner's risk.

10. No clothes, sheets, blankets, laundry or any kind or other articles shall be hung out of a Unit or exposed on any part of the Common Elements or Limited Common Elements. The Common Elements and Limited Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials. No rugs or mops shall be shaken or hung from or on any of the windows or doors. No Unit Owner shall sweep or throw or permit to be swept or thrown therefrom any dirt or other substance.

11. Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness and each Unit Owner shall be obligated to maintain and keep in good order and repair the Unit in accordance with the provisions of the By-Laws.

12. The agents of the Board of Managers or the managing agent, and any contractor or worker authorized by the Board of Managers or the managing agent, may enter any Unit at any reasonable hour of the day for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests, provided that such right will be exercised in such a manner as will not unreasonably interfere with the normal use of the Units.

13. If any key or keys are entrusted by a Unit Owner or occupant or by his or her agent, servant, employees, licensee or visitor to any employee of the Board of Managers, whether for such Unit or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and the Board of Managers shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

14. Except to the extent expressly authorized herein or in the By-Laws, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted on any part of the Property, nor shall any "For Sale", "For Rent" of "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the Property or in any Unit therein nor shall any Unit be used or rented for transient, hotel or motel purposes. However, the Sponsor (or its designee) shall have the right to place, "For Sale", "For Rent" or "For Lease" signs on the Condominium Property and on any unsold or unoccupied Units, and to maintain such freestanding and other selling and informational signs as are deemed necessary to sell or lease any Units.

15. Dogs, cats or other common household pets, not to exceed two (2) per Unit, may be kept in Units, subject to the rules and regulations adopted by the Board of Managers, including those pertaining to the size of a pet and the permitted level of noise. In no event will any dog be permitted in any portion of the Common Elements unless carried or on a leash.

16. The Board of Managers or the Managing Agent may retain a pass-key to each Unit. The Unit Owner shall not alter any lock on any door leading to his or her Unit without the written consent of the Board of Managers or the Managing Agent. If such consent is given, the Board of Managers or the Managing Agent shall be provided with a key.

17. Residents shall not make or permit any disturbing noises in the Building that unreasonably interfere with the rights, comfort or convenience of other residents. In particular, but without limiting the general force of the preceding sentence, no musical instrument, stereo, television, or exercise equipment shall be used, nor shall a resident vocalize, between the hours of 10:00 PM and 8:00 AM at a level that might reasonably be expected to annoy other residents.

No construction or repair work or other installation involving noise shall be conducted in any Unit except on weekdays (other than holidays) between the hours of 9:00 AM and 4:00 PM.

18. No Unit Owner shall install any plantings or any other objects on any terrace or roof without prior written approval of the Board of Managers of the Condominium. Plantings shall be contained in boxes constructed of rot resistant wood species, plastic, or other durable lightweight materials. Nonferrous fasteners shall be used. The planter shall have suitable weep holes to draw off water and be filled with a mix of perlite and topsoil and not weigh more than 50 pounds per cubic foot saturated. It shall be the responsibility of the Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. Planters shall be placed so as not to create weight in excess of 30 pounds per square foot over any area of 30 square feet or more. No planter shall rest directly on the terrace or roof surface and shall be placed on bearing blocks of stone or concrete. Planters shall be constructed so as to be self-supporting and shall not be placed closer than 10" to any wall-or parapet or to each other. No planter shall block access or egress from or to any area of roof or terrace. Planters shall not be placed on or hung from any raised structure, penthouse, wall, roof, railing, or parapet. The use of a surface on top of the permanent paving, such as indoor-outdoor carpeting or mats, impedes the flow of water to the terrace drains and is not permitted. Sheds and other temporary or permanent structures are not permitted on the roofs, balconies, or terraces. The weight of furnishings or decorative items shall not exceed 65 pounds per square foot of base area. Any damage caused to the Building or any portion thereof as a result of the placement of the planter shall be repaired at the sole cost and expense of the Unit Owner.

19. Unit Owners shall, at their sole cost and expense, comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards regarding the collection, sorting, separation, recycling and disposal of waste products, garbage refuse and trash (including, without limitation, medical, regulated or other hazardous waste). Unit Owners shall sort and separate such waste products, garbage, refuse and trash into such categories as provided by law, and in accordance with the rules and regulations adopted by the Board of Managers of the Condominium for the sorting and separating of such designated recyclable materials. Unit Owners shall comply with the requirement to rinse recyclable bottles and containers before placing them in the designated receptacles, in accordance with all applicable law and regulations. The Board reserves the right, where permitted by law, to refuse to collect or accept from Unit Owners any waste products, garbage, refuse or trash which is not separated and sorted as required by law. Unit Owners shall pay all costs, expenses, fines, penalties or damages which may be imposed on the Board of Managers, the Sponsor or any Unit Owner by reason of the Unit Owner's failure to comply with these provisions and, at the Unit Owner's sole cost and expense, the Unit Owner shall indemnify, defend and hold harmless the Board of Managers, the Sponsor and the other Unit Owners (including legal fees and disbursements) from and against any actions, claims and suits arising from the Unit Owner's noncompliance, utilizing counsel reasonably satisfactory to the Board or the Sponsor, as the case may be, if said party so elects. The Unit owner shall be liable to the Board of Managers for any costs, expenses or disbursements, including legal fees, which may be incurred by the Board in the commencement and/or prosecution of any action or proceedings by the Board against the Unit Owner, predicated upon the Unit Owner's breach of this paragraph.

Unit Owners are advised that local regulations governing recycling make Unit Owners liable for non-compliance.

20. Unit Owners will faithfully observe the procedures established from time to time by the Board of Managers or the Managing Agent with respect to services provided and management of the Building.

21. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board of Managers.

EXHIBIT F

UNIT POWER OF ATTORNEY

UNIT POWER OF ATTORNEY

Terms used in this Unit Power of Attorney which are used (a) in the declaration (the "**Declaration**") establishing a plan for condominium ownership of the premises known as The _____ Condominium and by the street number at 318 West 47th Street, New York, New York under Article 9-B of the Real Property Law of the State of New York, dated _____, 20___, and recorded in the New York County Office of the Register of The City of New York on _____, 20___, in Reel ___, page or (b) in the By-Laws of 318 WEST 47 CONDOMINIUM (the "**By-Laws**") attached to, and recorded together with, the Declaration, shall have the same meanings in this Power of Attorney as in the Declaration or the By-Laws.

The undersigned, _____ (having an office) (residing at) _____ the owner of the Unit _____ (the "**Unit**") in 318 WEST 47 CONDOMINIUM which is designated and described as Unit No. _____ in the Declaration and also designated as Tax Lot _____ in Block ____ of the Borough of Queens on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans, do(es) hereby nominate, constitute and appoint the persons who may from time to time constitute the Condominium Board, true and lawful attorneys-in-fact for the undersigned, coupled with an interest with power of substitution, in their own names, as members of the Condominium Board or in the name of their designee (corporate or otherwise), on behalf of all Unit Owners, in accordance with such Unit Owners' respective interests in the Common Elements, subject to the provisions of the By-Laws then if 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 Unit 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 shall deem proper, in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, and, after any such acquisition or leasing, to convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any such Unit so acquired by them, or to sublease any Unit so leased by them without the necessity of further authorization by the Unit Owners, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present, (2) to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to Units, including retaining counsel and taking any other actions which the Condominium Board deems necessary or appropriate, and (3) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Property which the Condominium Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Property or (b) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Property or the Common Elements which

the Condominium Board deems necessary or appropriate.

The acts of a majority of such persons constituting the Condominium Board shall constitute the acts of said attorneys-in-fact.

The undersigned (does) (do) hereby irrevocably nominate, constitute and appoint 318 West 47th STREET, LLC (hereinafter referred to as "**Sponsor**") as attorney-in-fact for the undersigned. Coupled with an interest, with power or substitution, to amend from time to time the Declaration, By-Laws and the Rules and Regulations of the Condominium, or any of said documents, when such amendment (1) shall be required to reflect any changes in Unsold Units and/or the reapportionment of the Common Interests of the affected Unsold Units resulting therefrom made by Sponsor in accordance with the Declaration or (2) shall be required by (a) an Institutional Lender designated by Sponsor to make a mortgage loan secured by a mortgage on any Unit, (b) any governmental agency having regulatory jurisdiction over the Condominium, or (c) any title insurance company selected by Sponsor to insure title to any Unit provided, however, that any amendment made pursuant to the terms of subdivision (1) or (2) of this paragraph shall not (i) change the Common Interest of the Undersigned's Unit, (ii) require a material, physical modification to the Undersigned's Unit, or (iii) adversely affect the priority or validity of the lien of any mortgage held by an Institutional Lender covering the Undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) or the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment. The terms, covenants and conditions contained in, and the powers granted pursuant to, this paragraph shall remain in full force and effect until such time as Sponsor shall cease to own any Unit in the Condominium.

This Power of Attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned has/have executed this Power of Attorney as of the _____ day of _____, 20____.

_____

_____

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On the __ day of _____ in the year _____, before me, the undersigned personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Signature and Office of individual
taking acknowledgment

EXHIBIT G

ARTICLES OF ORGANIZATION OF 318 WEST 47TH STREET, LLC

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS ALBANY, NY 12231-0001

FILING RECEIPT

ENTITY NAME: 318 WEST 47TH STREET, LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM LLC) COUNTY: NEWY

FILED:04/08/2013 DURATION:********* CASH#:130408000395 FILM #:130408000351
DOS ID:4384868

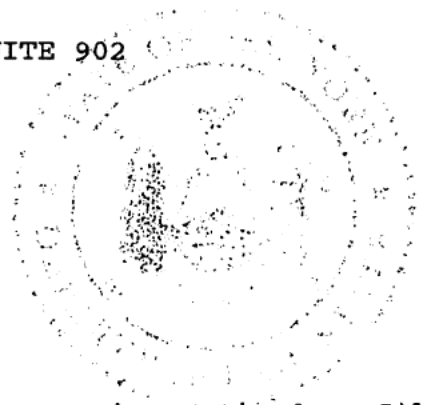
FILER:
TRIAD PROFESSIONAL SERVICES, LLC
1720 WINDWARD CONCOURSE, STE 390

ALPHARETTA, GA 30005

EXIST DATE
04/08/2013

ADDRESS FOR PROCESS:
C/O SHORE ASSETS
19 WEST 21ST STREET, SUITE 902
NEW YORK, NY 10010

REGISTERED AGENT:
SHORE ASSETS
19 WEST 21ST STREET, SUITE 902
NEW YORK, NY 10010



The limited liability company is required to file a Biennial Statement with the Department of State every two years pursuant to Limited Liability Company Law Section 301. Notification that the biennial statement is due will only be made via email. Please go to www.email.ebiennial.dos.ny.gov to provide an email address to receive an email notification when the Biennial Statement is due.

SERVICE COMPANY: DELANEY CORPORATE SERVICES LTD. - 30 SERVICE CODE: 30 *

FEES	260.00	PAYMENTS	260.00
FILING	200.00	CASH	0.00
TAX	0.00	CHECK	0.00
CERT	0.00	CHARGE	0.00
COPIES	10.00	DRAWDOWN	260.00
HANDLING	50.00	OPAL	0.00
		REFUND	0.00

DOS-1025 (04/2007)

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on April 9, 2013.

Daniel E. Shapiro
First Deputy Secretary of State

Rev. 05/09

130408000351

New York State
Department of State
Division of Corporations, State Records
and Uniform Commercial Code
41 State Street
Albany, NY 12231
www.dos.state.ny.us

(This form must be printed or typed in black ink)

ARTICLES OF ORGANIZATION
OF
318 WEST 47TH STREET, LLC

Under Section 203 of the Limited Liability Company Law

FIRST: The name of the limited liability company is: 318 West 47th Street, LLC.

SECOND: The county within this state in which the office of the limited liability company is to be located is: New York.

THIRD: The Secretary of State is designated as agent of the limited liability company upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is: c/o Shore Assets, 19 West 21st Street, Suite 902, New York, New York 10010.

FOURTH: The name and street address within this state of the registered agent of the limited liability company upon whom and at which process against the limited liability company can be served is: Shore Assets, 19 West 21st Street, Suite 902, New York, New York 10010.

FIFTH: The limited liability company is to be managed by one or more members.

Date: April 5, 2013

/s/ Marc Shore
Marc Shore, Organizer

DOS REV 2/12

130408000351

130408000351

ARTICLES OF ORGANIZATION
OF
318 WEST 47TH STREET, LLC

(*Insert name of Limited Liability Company*)

Under Section 203 of the Limited Liability Company Law

Filed by: Triad Professional Services, LLC
1720 Windward Concourse, Suite 390
Alpharetta, Georgia 30005

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2013 APR -8 AM 9:10

DRAWDOWN
DELANEY #30

ICC
STATE OF NEW YORK
DEPARTMENT OF STATE
FILED APR - 8 2013
TAX $
BY: WSR

2013 APR -8 AM 11:31
FILED

DOS REV 2/12

345

EXHIBIT H

ESCROW AGREEMENT

NEW YORK STATE DEPARTMENT OF LAW

ESCROW AGREEMENT

AGREEMENT made this _____ day of _____, 2015, by and among _____ ("PURCHASER"), 318 West 47th Street, LLC ("SPONSOR"), as sponsor of The 318 West 47 Condominium Offering Plan ("Plan") and Meister Seelig & Fein LLP ("ESCROW AGENT").

WHEREAS, SPONSOR has filed the Offering Plan with the Attorney General to offer for sale condominium ownership interests at the premises located at 318 West 47th Street, New York, New York, subject to the terms and conditions set forth in the Plan; and

WHEREAS, ESCROW AGENT is authorized to act as an escrow agent hereunder in accordance with New York General Business Law ("GBL") Sections 352-e(2-b), 352-h and the New York Department of Law's regulations promulgated thereunder; and

WHEREAS, SPONSOR and PURCHASER desire that ESCROW AGENT act as escrow agent for deposits, down payments, and advances (referred to herein as "Deposit") pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, the parties hereby agree as follows:

1. ESTABLISHMENT OF THE ESCROW ACCOUNT.

1.1. ESCROW AGENT shall establish an escrow account for the purpose of holding the Deposit made by PURCHASER pursuant to that certain purchase agreement for the purchase and sale of unit ___ (the "Purchase Agreement") at Citibank Private Bank located at 153 East 53rd Street, 23rd Floor, in the State of New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled Meister Seelig & Fein LLP ("Escrow Account"). The account number is [redacted].

1.2 ESCROW AGENT has designated the following attorneys to serve as signatories: Matthew E. Kasindorf, Howard Koh, Scott Newmark, Thomas Friedman, Mark Seelig, Mitchell Schuster and Stephen Meister. All designated signatories are admitted to practice law in the State of New York.

All of the signatories on the Escrow Account have an address of 125 Park Avenue, 7th Floor, New York, New York, and a telephone number of 212-655-3595.

1.3 ESCROW AGENT and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of this Agreement or otherwise concerning the maintenance of or release of the Deposit from escrow.

1.4 Neither ESCROW AGENT nor any authorized signatories on the Escrow Account are the Sponsor, Selling Agent, Managing Agent (as those terms are defined in the Plan), or any principal thereof, or have any beneficial interest in any of the foregoing .

1.5 The Escrow Account is not an IOLA account established pursuant to Judiciary Law Section 497.

2. DEPOSITS INTO THE ESCROW ACCOUNT.

2.1 All Deposits received from PURCHASER prior to closing, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be placed into the Escrow Account. All instruments to be placed into the Escrow Account shall be made payable directly to the order of Meister Seelig & Fein LLP, as ESCROW AGENT, pursuant to the terms set forth in the Plan. Any instrument payable to, or endorsed other than as required hereby, and which cannot be deposited into such Escrow Account, shall be returned to PURCHASER promptly, but in no event more than five (5) business days following receipt of such instrument by ESCROW AGENT. In the event of such return of the Deposit, the instrument shall be deemed not to have been delivered to ESCROW AGENT pursuant to the terms of this Agreement.

2.2 Within five (5) business days after the Purchase Agreement has been tendered to ESCROW AGENT along with the DEPOSIT, ESCROW AGENT shall 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. Such notice shall set forth the Bank, the account number, and the initial interest rate earned thereon. If the PURCHASER does not receive notice within fifteen (15) business days after tender of the Deposit, the PURCHASER may cancel the Purchase Agreement within ninety (90) days after tender of the Deposit. 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 the Deposit and requisite notice was timely mailed to the Purchaser.

3. RELEASE OF FUNDS

3.1 Under no circumstances shall SPONSOR seek or accept release of the Deposit of PURCHASER to SPONSOR 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 shall not relieve SPONSOR or ESCROW AGENT of any obligation to PURCHASER as set forth in GBL §§ 352-e(2-b) and 352-h.

3.2 ESCROW AGENT shall release the Deposit to PURCHASER or SPONSOR as directed:

3.2.1 pursuant to terms and conditions set forth in the Purchase Agreement and this Agreement, upon closing of title to the [shares/unit/membership interest/fractional interest];

3.2.2 in a subsequent writing signed by both SPONSOR and PURCHASER; or

3.2.3 by a final, non-appealable order or judgment of a court.

3.3 If Escrow Agent is not directed to release the Deposit pursuant to paragraph 3.2 above, and Escrow Agent receives a request by either SPONSOR or PURCHASER to release the Deposit, then Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and Escrow Agent shall provide further written notice to both PURCHASER and SPONSOR informing them of said release. If Escrow Agent receives a written notice from either PURCHASER or SPONSOR objecting to the release of the Deposit within said thirty (30) day period, Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraph 3.2 above. Notwithstanding the foregoing, 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 SPONSOR and PURCHASER of such deposit.

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

3.4.1 Purchaser, if Purchaser timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or

3.4.2 Purchaser after an Amendment abandoning the Plan is accepted for filing by the New York State Department of Law.

4. RECORDKEEPING.

4.1 ESCROW AGENT shall maintain all records concerning the Escrow Account for seven years after release of the Deposit.

4.2 Upon the dissolution of the law firm which was ESCROW AGENT, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of the partners or members of the firm or by the successor firm and shall notify the New York State Department of Law of such transfer.

4.3 ESCROW AGENT shall make available to the Attorney General, upon request, all books and records of ESCROW AGENT relating to the funds deposited and disbursed hereunder.

5. GENERAL OBLIGATIONS OF ESCROW AGENT.

5.1 ESCROW AGENT shall maintain the Escrow Account under its direct supervision and control.

5.2 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.

5.3 ESCROW AGENT may rely upon any paper or document which may be submitted to it in connection with its duties under this Agreement and which is believed by

ESCROW AGENT to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution, or validity thereof.

6. RESPONSIBILITIES OF SPONSOR.

6.1 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.

6.2 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 Purchase Agreement.

7. TERMINATION OF AGREEMENT.

7.1 This Agreement shall remain in effect unless and until it is canceled by either:

7.1.1 Written notice given by SPONSOR to ESCROW AGENT of cancellation of designation of ESCROW AGENT to act in said capacity, which cancellation shall take effect only upon the filing of an amendment to the Plan with the Department of Law providing for a successor escrow agent that meets the requirements set forth in applicable regulations of the New York State Department of Law. PURCHASER shall be deemed to have consented to such cancellation;

7.1.2 The resignation of ESCROW AGENT, which shall not take effect until ESCROW AGENT is replaced by a successor escrow agent that meets the requirements set forth in applicable regulations of the New York State Department of Law, and notice is given to PURCHASER of the identity of the successor escrow agent, the Bank in the State of New York where the Deposit is being held, and the account number therefor.

7.2 Upon termination of the duties of ESCROW AGENT as described in paragraph 7.1.1 or 7.1.2 above, ESCROW AGENT shall deliver the Deposit held by ESCROW AGENT and the Purchase Agreement and any other documents maintained by ESCROW AGENT relating to the Deposit to the successor escrow agent.

8. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon SPONSOR, PURCHASER, and ESCROW AGENT and their respective successors and assigns.

9. GOVERNING LAW.

This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

10. ESCROW AGENT'S COMPENSATION.

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.

11. SEVERABILITY.

If any provision of this Agreement or the application thereof to any person or circumstance is determined to be invalid or unenforceable, the remaining provisions of this Agreement or the application of such provision to other persons or to other circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

12. INDEMNIFICATION.

SPONSOR agrees to defend, indemnify, and hold ESCROW AGENT harmless from and against all costs, claims, expenses, and damages incurred in connection with or arising out of this Agreement or the performance or non-performance of ESCROW AGENT'S duties under this Agreement, except with respect to actions or omissions taken or suffered by ESCROW AGENT in bad faith or in willful disregard of this Agreement or involving gross negligence of ESCROW AGENT. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by ESCROW AGENT to itself.

13. ENTIRE AGREEMENT.

This Agreement, read together with GBL §§ 352-e(2-b) and 352-hand the New York State Department of Law's regulations, constitutes the entire agreement between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

ESCROW AGENT:

MEISTER SEELIG & FEIN LLP

By: _____
Name: _____
Title: _____

SPONSOR

318 West 47th Street, LLC

By: _____
Name: Marc Shore
Title: Principal

By: _____
Name: William Shore
Title: Principal

By: _____
Name: Eric Schwartz
Title: Principal

PURCHASER

[INSERT NAME]

By: _____
Name: _____
Title: _____

EXHIBIT I

GENERAL BUSINESS LAW SECTION 352-eeee

McKinney's General Business Law § 352-eeee

Effective: [See Text Amendments]

Mckinney's Consolidated Laws of New York Annotated Currentness
General Business Law (Refs & Annos)
Chapter 20. Of the Consolidated Laws
Article 23-A. Fraudulent Practices in Respect to Stocks, Bonds and Other Securities (Refs & Annos)

⇒§ 352-eeee. Conversions to cooperative or condominium ownership in the city of New York

<[Eff. until and including June 15, 2011, pursuant to L.1982, c. 555, § 10.]>

1. As used in this section, the following words and terms shall have the following meanings:

(a) "Plan". Every offering statement or prospectus submitted to the department of law pursuant to section three hundred fifty-two-e of this article for the conversion of a building or group of buildings or development from residential rental status to cooperative or condominium ownership or other form of cooperative interest in realty, other than an offering statement or prospectus for such conversion pursuant to article two, eight or eleven of the private housing finance law.

(b) "Non-eviction plan". A plan which may not be declared effective until written purchase agreements have been executed and delivered for at least fifteen percent of all dwelling units in the building or group of buildings or development by bona fide tenants in occupancy or bona fide purchasers who represent that they intend that they or one or more members of their immediate family intend to occupy the unit when it becomes vacant. As to tenants who were in occupancy on the date a letter was issued by the attorney general accepting the plan for filing, the purchase agreement shall be executed and delivered pursuant to an offering made in good faith without fraud and discriminatory repurchase agreements or other discriminatory inducements.

(c) "Eviction plan". A plan which, pursuant to the provisions of this section, can result in the eviction of a non-purchasing tenant by reason of the tenant failing to purchase pursuant thereto, and which may not be declared effective until at least fifty-one percent of the bona fide tenants in occupancy of all dwelling units in the building or group of buildings or development on the date the offering statement or prospectus was accepted for filing by the attorney general (excluding, for the purposes of determining the number of bona fide tenants in occupancy on such date, eligible senior citizens and eligible disabled persons) shall have executed and delivered written agreements to purchase under the plan pursuant to an offering made in good faith without fraud and with no discriminatory repurchase agreements or other discriminatory inducements.

(d) "Purchaser under the plan". A person who owns the shares allocated to a dwelling unit or who owns such dwelling unit itself.

(e) "Non-purchasing tenant". A person who has not purchased under the plan and who is a tenant entitled to possession at the time the plan is declared effective or a person to whom a dwelling unit is rented subsequent to the effective date. A person who sublets a dwelling unit from a purchaser under the plan shall not be deemed a non-purchasing tenant.

(f) "Eligible senior citizens". Non-purchasing tenants who are sixty-two years of age or older on the date the attorney general has accepted the plan for filing, and the spouses of any such tenants on such date, and who have elected, within sixty days of the date the attorney general has accepted the plan for filing, on forms promulgated by the attorney general and presented to such tenants by the offeror, to become non-purchasing tenants under the provisions of this section; provided that such election shall not preclude any such tenant from subsequently purchasing the dwelling unit on the terms then offered to tenants in occupancy.

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(g) "Eligible disabled persons". Non-purchasing tenants who have an impairment which results from anatomical, physiological or psychological conditions, other than addiction to alcohol, gambling, or any controlled substance, which are demonstrable by medically acceptable clinical and laboratory diagnostic techniques, and which are expected to be permanent and which prevent the tenant from engaging in any substantial gainful employment on the date the attorney general has accepted the plan for filing, and the spouses of any such tenants on such date, and who have elected, within sixty days of the date the attorney general has accepted the plan for filing, on forms promulgated by the attorney general and presented to such tenants by the offeror, to become non-purchasing tenants under the provisions of this section; provided, however, that if the disability first occurs after acceptance of the plan for filing, then such election may be made within sixty days following the onset of such disability unless during the period subsequent to sixty days following the acceptance of the plan for filing but prior to such election, the offeror accepts a written agreement to purchase the apartment from a bona fide purchaser; and provided further that such election shall not preclude any such tenant from subsequently purchasing the dwelling unit or the shares allocated thereto on the terms then offered to tenants in occupancy.

2. The attorney general shall refuse to issue a letter stating that the offering statement or prospectus required in subdivision one of section three hundred fifty-two-e of this chapter has been filed whenever it appears that the offering statement or prospectus offers for sale residential cooperative apartments or condominium units pursuant to a plan unless:

(a) The plan provides that it will be deemed abandoned, void and of no effect if it does not become effective within fifteen months from the date of issue of the letter of the attorney general stating that the offering statement or prospectus has been accepted for filing and, in the event of such abandonment, no new plan for the conversion of such building or group of buildings or development shall be submitted to the attorney general for at least twelve months after such abandonment.

(b) The plan provides either that it is an eviction plan or that it is a non-eviction plan.

(c) The plan provides, if it is a non-eviction plan, as follows:

(i) The plan may not be declared effective until written purchase agreements have been executed and delivered for at least fifteen percent of all dwelling units in the building or group of buildings or development subscribed for by bona fide tenants in occupancy or bona fide purchasers who represent that they intend that they or one or more members of their immediate family occupy the dwelling unit when it becomes vacant. As to tenants who were in occupancy on the date a letter was issued by the attorney general accepting the plan for filing, the purchase agreement shall be executed and delivered pursuant to an offering made without discriminatory repurchase agreements or other discriminatory inducements.

(ii) No eviction proceedings will be commenced at any time against non-purchasing tenants for failure to purchase or any other reason applicable to expiration of tenancy; provided that such proceedings may be commenced for non-payment of rent, illegal use or occupancy of the premises, refusal of reasonable access to the owner or a similar breach by the non-purchasing tenant of his obligations to the owner of the dwelling unit or the shares allocated thereto; and provided further that an owner of a unit or of the shares allocated thereto may not commence an action to recover possession of a dwelling unit from a non-purchasing tenant on the grounds that he seeks the dwelling unit for the use and occupancy of himself or his family.

(iii) Non-purchasing tenants who reside in dwelling units subject to government regulation as to rentals and continued occupancy prior to the conversion of the building or group of buildings or development to cooperative or condominium ownership shall continue to be subject thereto.

(iv) The rentals of non-purchasing tenants who reside in dwelling units not subject to government regulation as to rentals and continued occupancy and non-purchasing tenants who reside in dwelling units with respect to which government regulation as to rentals and continued occupancy is eliminated or becomes inapplicable after the plan has been accepted for filing by the attorney general shall not be subject to unconscionable increases beyond ordinary rentals for comparable apartments during the period of their occupancy. In determining comparability,

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consideration shall be given to such factors as building services, level of maintenance and operating expenses.

(v) The plan may not be amended at any time to provide that it shall be an eviction plan.

(vi) The rights granted under the plan to purchasers under the plan and to non-purchasing tenants may not be abrogated or reduced notwithstanding any expiration of, or amendment to, this section.

(vii) After the issuance of the letter from the attorney general stating that the offering statement or prospectus required in subdivision one of section three hundred fifty-two-e of this article has been filed, the offeror shall, on the thirtieth, sixtieth, eighty-eighth and ninetieth day after such date and at least once every thirty days until the plan is declared effective or is abandoned, as the case may be, and on the second day before the expiration of any exclusive purchase period provided in a substantial amendment to the plan, (1) file with the attorney general a written statement, under oath, setting forth the percentage of the dwelling units in the building or group of buildings or development subscribed for by bona fide tenants in occupancy or bona fide purchasers who represent that they intend that they or one or more members of their immediate family occupy the dwelling unit when it becomes vacant as of the date of such statement and, (2) before noon on the day such statement is filed post a copy of such statement in a prominent place accessible to all tenants in each building covered by the plan.

(d) The plan provides, if it is an eviction plan, as follows:

(i) The plan may not be declared effective unless at least fifty-one percent of the bona fide tenants in occupancy of all dwelling units in the building or group of buildings or development on the date the offering statement or prospectus was accepted for filing by the attorney general (excluding, for the purposes of determining the number of bona fide tenants in occupancy on such date, eligible senior citizens and eligible disabled persons) shall have executed and delivered written agreements to purchase under the plan pursuant to an offering made in good faith without fraud and with no discriminatory repurchase agreements or other discriminatory inducements.

(ii) No eviction proceedings will be commenced against a non-purchasing tenant for failure to purchase or any other reason applicable to expiration of tenancy until the later to occur of (1) the date which is the expiration date provided in such non-purchasing tenant's lease or rental agreement, and (2) the date which is three years after the date on which the plan is declared effective. Non-purchasing tenants who reside in dwelling units subject to government regulation as to rentals and continued occupancy prior to conversion shall continue to be subject thereto during the period of occupancy provided in this paragraph. Thereafter, if a tenant has not purchased, he may be removed by the owner of the dwelling unit or the shares allocated to such dwelling unit.

(iii) No eviction proceedings will be commenced, except as hereinafter provided, at any time against either eligible senior citizens or eligible disabled persons. The rentals of eligible senior citizens and eligible disabled persons who reside in dwelling units not subject to government regulation as to rentals and continued occupancy and eligible senior citizens and eligible disabled persons who reside in dwelling units with respect to which government regulation as to rentals and continued occupancy is eliminated or becomes inapplicable after the plan has been accepted for filing shall not be subject to unconscionable increases beyond ordinary rentals for comparable apartments during the period of their occupancy considering, in determining comparability, such factors as building services, level of maintenance and operating expenses; provided that such proceedings may be commenced against such tenants for non-payment of rent, illegal use or occupancy of the premises, refusal of reasonable access to the owner or a similar breach by the tenant of his obligations to the owner of the dwelling unit or the shares allocated thereto.

(iv) Eligible senior citizens and eligible disabled persons who reside in dwelling units subject to government regulation as to rentals and continued occupancy shall continue to be subject thereto.

(v) The rights granted under the plan to eligible senior citizens and eligible disabled persons may not be abrogated or reduced notwithstanding any expiration of, or amendment to, this section.

(vi) Any offeror who disputes the election by a person to be an eligible senior citizen or an eligible disabled person must apply to the attorney general within thirty days of the receipt of the election forms for a determination by the

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attorney general of such person's eligibility. The attorney general shall, within thirty days thereafter, issue his determination of eligibility. The foregoing shall, in the absence of fraud, be the sole method for determining a dispute as to whether a person is an eligible senior citizen or an eligible disabled person. The determination of the attorney general shall be reviewable only through a proceeding under article seventy-eight of the civil practice law and rules, which proceeding must be commenced within thirty days after such determination by the attorney general becomes final.

(vii) After the issuance of the letter from the attorney general stating that the offering statement or prospectus required in subdivision one of section three hundred fifty-two-e of this article has been accepted for filing, the offeror shall, on the thirtieth, sixtieth, eighty-eighth and ninetieth days after such date and at least once every thirty days until the plan is declared effective or abandoned, as the case may be, and on the second day before the expiration of any exclusive purchase period provided in a substantial amendment to the plan, (1) file with the attorney general a written statement, under oath, setting forth the percentage of bona fide tenants in occupancy of all dwelling units in the building or group of buildings or development on the date the offering statement or prospectus was accepted for filing by the attorney general who have executed and delivered written agreements to purchase under the plan as of the date of such statement, and (2) before noon on the day such statement is filed post a copy of such statement in a prominent place accessible to all tenants in each building covered by the plan.

(viii) If the plan is amended before it is declared effective to provide that it shall be a non-eviction plan, any person who has agreed to purchase under the plan prior to such amendment shall have a period of thirty days after receiving written notice of such amendment to revoke his agreement to purchase under the plan.

(ix) The tenants in occupancy on the date the attorney general accepts the plan for filing shall have the exclusive right to purchase their dwelling units or the shares allocated thereto for ninety days after the plan is accepted for filing by the attorney general, during which time a tenant's dwelling unit shall not be shown to a third party unless he has, in writing, waived his right to purchase; subsequent to the expiration of such ninety day period, a tenant in occupancy of a dwelling unit who has not purchased shall be given the exclusive right for an additional period of six months from said expiration date to purchase said dwelling unit or the shares allocated thereto on the same terms and conditions as are contained in an executed contract to purchase said dwelling unit or shares entered into by a bona fide purchaser, such exclusive right to be exercisable within fifteen days from the date of mailing by registered mail of notice of the execution of a contract of sale together with a copy of said executed contract to said tenant.

(e) The attorney general finds that an excessive number of long-term vacancies did not exist on the date that the offering statement or prospectus was first submitted to the department of law. "Long-term vacancies" shall mean dwelling units not leased or occupied by bona fide tenants for more than five months prior to the date of such submission to the department of law. "Excessive" shall mean a vacancy rate in excess of the greater of (i) ten percent and (ii) a percentage that is double the normal average vacancy rate for the building or group of buildings or development for two years prior to the January preceding the date the offering statement or prospectus was first submitted to the department of law.

(f) The attorney general finds that, following the submission of the offering statement or prospectus to the department of law, each tenant in the building or group of buildings or development was provided with a written notice stating that such offering statement or prospectus has been submitted to the department of law for filing. Such notice shall be accompanied by a copy of the offering statement or prospectus and a statement that the statements submitted pursuant to subparagraph (vii) of paragraph (c) or subparagraph (vii) of paragraph (d) of this subdivision, whichever is applicable, will be available for inspection and copying at the office of the department of law where the submission was made and at the office of the offeror or a selling agent of the offeror. Such notice shall also be accompanied by a statement that tenants or their representatives may physically inspect the premises at any time subsequent to the submission of the plan to the department of law, during normal business hours, upon written request made by them to the offeror, provided such representatives are registered architects or professional engineers licensed to practice in the state of New York. Such notice shall be sent to each tenant in occupancy on the date the plan is first submitted to the department of law.

3. All dwelling units occupied by non-purchasing tenants shall be managed by the same managing agent who manages all other dwelling units in the building or group of buildings or development. Such managing agent shall

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provide to non-purchasing tenants all services and facilities required by law on a non-discriminatory basis. The offeror shall guarantee the obligation of the managing agent to provide all such services and facilities until such time as the offeror surrenders control to the board of directors or board of managers, at which time the cooperative corporation or the condominium association shall assume responsibility for the provision of all services and facilities required by law on a non-discriminatory basis.

4. It shall be unlawful for any person to engage in any course of conduct, including, but not limited to, interruption or discontinuance of essential services, which substantially interferes with or disturbs the comfort, repose, peace or quiet of any tenant in his use or occupancy of his dwelling unit or the facilities related thereto. The attorney general may apply to a court of competent jurisdiction for an order restraining such conduct and, if he deems it appropriate, an order restraining the owner from selling the shares allocated to the dwelling unit or the dwelling unit itself or from proceeding with the plan of conversion; provided that nothing contained herein shall be deemed to preclude the tenant from applying on his own behalf for similar relief.

5. Any local legislative body may adopt local laws and any agency, officer or public body may prescribe rules and regulations with respect to the continued occupancy by tenants of dwelling units which are subject to regulation as to rentals and continued occupancy pursuant to law, provided that in the event that any such local law, rule or regulation shall be inconsistent with the provisions of this section, the provisions of this section shall control.

6. Any provision of a lease or other rental agreement which purports to waive a tenant's rights under this section or rules and regulations promulgated pursuant hereto shall be void as contrary to public policy.

7. The provisions of this section shall only be applicable in the city of New York.

CREDIT(S)

(Added L.1982, c. 555, § 2; amended L.1988, c. 685, § 2.)

<Laws 1909, Chapter 25>

HISTORICAL AND STATUTORY NOTES

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L.1982 legislation

L.1982, c. 555, § 10, amended by L.1985, c. 293, § 1; L.1987, c. 65, § 4; L.1989, c. 144, § 4; L.1991, c. 167, § 4; L.1993, c. 112, § 4; L.1993, c. 141, § 4; L.1993, c. 185, § 4; L.1993, c. 197, § 4; L.1993, c. 253, § 15; L.1997, c. 116, § 5, eff. June 19, 1997, deemed eff. June 15, 1997; L.2003, c. 70, § 4, eff. June 12, 2003; L.2003, c. 71, § 4, eff. June 16, 2003; L.2003, c. 72, § 4, eff. June 17, 2003; L.2003, c. 73, § 4, eff. June 18, 2003; L.2003, c. 82, § 10, eff. June 20, 2003, deemed eff. June 19, 2003, provides:

"This act [L.1982, c. 555] shall take effect immediately [July 20, 1982]; provided, that the provisions of sections one, two and nine of this act [enacting provision set out as a note under this section in McKinney's Consolidated Laws of New York Annotated relating to legislative findings; enacting this section and repealing former section 352-eeee; and enacting provision set out as a note under this section in McKinney's Consolidated Laws of New York Annotated relating to applicability of section] shall remain in full force and effect only until and including June 15, 2011; provided further that the provisions of section three of this act [amending former New York City Admin. Code § 26-408 set out following McKinney's Unconsol. Laws § 8617] shall remain in full force and effect only so long as the public emergency requiring the regulation and control of residential rents and evictions continues as provided in subdivision 3 of section 1 of the local emergency housing rent control act [McKinney's Unconsol. Laws § 8603]; provided further that the provisions of sections four, five, six and seven of this act [amending former New York City Admin. Code § § 26-504 and 26-511 and enacting provisions set out as a note under this section in McKinney's Consolidated Laws of New York Annotated relating to the real estate industry stabilization association,

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respectively] shall expire in accordance with the provisions of section 26-520 of the administrative code of the city of New York [set out following § 8617 of McKinney's Unconsol. Laws] as such section of the administrative code is, from time to [*sic*] time, amended; provided further that the provisions of former section 26-511 of the administrative code of the city of New York [set out following § 8617 of McKinney's Unconsol. Laws], as amended by this act [L.1982, c. 555, § 6], which the New York City Department of Housing Preservation and Development must find are contained in the code of the real estate industry stabilization association of such city [now 9 NYCRR Part 2520 et seq., set out following § 8634 of McKinney's Unconsol. Laws] in order to approve it, shall be deemed contained therein as of the effective date [July 20, 1982] of this act; and provided further that any plan accepted for filing by the department of law on or before the effective date of this act shall continue to be governed by the provisions of section 352-eeee of the general business law as they had existed immediately prior to the effective date of this act."

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1988 Amendments. Subd. 3. L.1988, c. 685, § 2, inserted provisions relating to the provision of services and facilities by the cooperative corporation or condominium association. For eff. date, see note below.

Effective Date of Amendment by L.1988, c. 685; Applicability; Expiration. Amendment by L.1988, c. 685, § 2 eff. Sept. 2, 1988, and applicable to plans taking effect on or after Sept. 2, 1988, and provided that section 2 of L. 1988, c. 685 shall remain in effect only so long as section 352-eeee; pursuant to L.1988, c. 685, § 3 set out as a note under General Business Law § 352-eee.

Derivation. Former section 352-eeee, added L.1979, c. 432, § 2; amended L.1980, c. 754, § 2; L.1980, c. 755, § 2; L.1980, c. 756, § 1, and repealed by L.1982, c. 555, § 2.

Legislative Findings of L.1982, c. 555. L.1982, c. 555, § 1, provided: "The legislature hereby finds and declares that the conversion of residential real estate from rental status to cooperative or condominium ownership is an effective method of preserving, stabilizing and improving neighborhoods and the supply of sound housing accommodations; that it is sound public policy to encourage such conversions while, at the same time, protecting tenants in possession who do not desire or who are unable to purchase the units in which they reside from being coerced into vacating such units by reason of deterioration of services or otherwise or into purchasing such units under the threat of imminent eviction; that in the city of New York the position of non-purchasing tenants is worsened by a serious public emergency characterized by an acute shortage of housing accommodations; that in the city of New York the position of non-purchasing tenants who are sixty-two years of age or older is particularly precarious by reason of the limited financial resources of many such persons and the physical limitations of many such persons; that preventive action by the legislature in restricting rents and evictions during the process of conversion from rental to cooperative or condominium status is imperative to assure that such conversions will not result in unjust, unreasonable and oppressive rents and rental agreements affecting non-purchasing tenants especially those who are sixty-two years of age or older, and other disruptive practices affecting all tenants during the conversion process which threaten the public health, safety and general welfare; and that in order to prevent uncertainty, hardship and dislocation in connection with the conversion process, the provisions of this act [adding this section; amending New York City Admin.Code former § § Y51-6.0, YY51-3.0 and YY51-6.0 following section 8617 of McKinney's Unconsol.Laws; repealing former section 352-eeee, and enacting provisions set out as notes under this section] are necessary and desirable to protect the public health, safety and general welfare. The necessity in the public interest for the provisions hereinafter enacted is hereby declared as a matter of legislative determination."

Separability of Provisions of L.1982, c. 555. L.1982, c. 555, § 8, provided: "Severability. If any clause, sentence, paragraph, section or part of this act [adding this section; amending New York City Admin.Code former § § Y51-6.0, YY51-3.0 and YY51-6.0 following section 8617 of McKinney's Unconsol.Laws; repealing former section 352-eeee, and enacting provisions set out as notes under this section] shall be adjudged by any court of competent jurisdiction to be invalid such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof directly involved in the controversy in which such judgment shall have been rendered."

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Continued Tenancy For Certain Non-Purchasing Tenants in the City of New York. L.1989, c. 473, § § 1, 2, eff. Aug. 15, 1989, provided:

"§ 1. The legislature hereby finds that due to the housing emergency in the city of New York, a greater degree of care must be taken in preserving the homes of certain tenants threatened with eviction.

"In nineteen hundred eighty-two, the legislature, in recognition of the precarious position of non-purchasing tenants due to an acute shortage of housing accommodations, raised the requirement for declaring an eviction plan effective to subscriptions by fifty-one percent of the bona fide tenants in occupancy. The legislature hereby finds that protection against eviction should be extended to those non-purchasing tenants currently residing in multiple dwellings subject to a cooperative or condominium conversion eviction plan declared effective with purchase agreements signed by less than fifty-one percent of the bona fide tenants in occupancy and who remain in occupancy of unsold units by virtue of a judgment entered in the supreme court prior to December thirty-first, nineteen hundred eighty-two.

"§ 2. Notwithstanding any contrary provision of law, any non-purchasing tenants of dwelling units located in a building or group of buildings or development in the city of New York for which a cooperative or condominium conversion plan was declared effective without at least fifty-one percent of the bona fide tenants in occupancy of all dwelling units in such building or group of buildings or development on the date the offering statement or prospectus was accepted for filing by the attorney general having executed and delivered written agreements to purchase under the offering plan who are otherwise subject to eviction may remain in occupancy, with all of the rights of non-purchasing tenants as provided in paragraph (c) of subdivision two of section three hundred fifty-two-eeee of the general business law; provided that subsequent to the acceptance of such offering plan for filing the units occupied by such tenants or the shares allocated thereto have not been sold to a bona fide purchaser for occupancy by reason of a judgment entered in the supreme court prior to December thirty-first, nineteen hundred eighty-two in an action brought by the attorney general against the offeror."

Continued Tenancy for Certain Non-purchasing Senior Citizens in City of New York. L.1986, c. 850 provided:

"Section 1. The legislature hereby finds that due to the special circumstances of senior citizens, a greater degree of care must be taken in preserving the essentials of life for the elderly. In nineteen hundred eighty-two, the legislature, in recognition of the instability of the income of persons sixty-two years of age or older and the particular hardship of relocation for such persons, eliminated the income limitations to qualify for eligible senior citizens protection from eviction pursuant to a cooperative or condominium conversion plan in the city of New York. The legislature hereby finds that such protection should be extended to those otherwise eligible senior citizens currently residing in multiple dwellings subject to a cooperative or condominium conversion pursuant to a plan approved in accordance with provisions of law which had imposed income limitations and who remain in occupancy of unsold units by virtue of a judgment of the supreme court.

"§ 2. (a) Notwithstanding any contrary provision of law, any non-purchasing tenants of dwelling units located in a building or group of buildings or development in the city of New York for which a cooperative or condominium conversion plan was accepted for filing by the attorney general prior to July fifth, nineteen hundred seventy-nine and was declared effective on or after July fifth, nineteen hundred seventy-nine or for which such a plan was accepted for filing before July twenty-first, nineteen hundred eighty-two may elect to remain in occupancy as eligible senior citizens as defined by section three hundred fifty-two-eeee of the general business law [this section]; provided that: (i) such tenants or the spouses of such tenants on the date the attorney general accepted the plan for filing were sixty-two years of age or older and resided in the building or group of buildings or development as their primary residence for at least two years prior to the date the plan was accepted for filing, and (ii) subsequent to such acceptance for filing the units occupied by such tenants or the shares allocated thereto have not been sold to a bona fide purchaser for occupancy by reason of a judgment entered in the supreme court in an action brought by the attorney general against the offeror, and (iii) such tenants make such election on forms promulgated by the attorney general within sixty days after the presentation to them of such forms by the offeror or within one year of the effective date of this act, whichever is later.

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"(b) Such election shall not preclude any such tenant from subsequently purchasing the dwelling unit on the terms then offered to tenants in occupancy.

"(c) Any offeror who disputes any such election must apply to the attorney general within thirty days of the receipt of the election forms for a determination by the attorney general of such tenant's eligibility. The attorney general shall, within thirty days thereafter, issue his determination of eligibility. The foregoing shall, in the absence of fraud, be the sole method for determining a dispute as to whether a person is an eligible senior citizen. The determination of the attorney general shall be reviewable only through a proceeding under article seventy-eight of the civil practice law and rules, which proceeding must be commenced within thirty days after such determination by the attorney general becomes final.

"§ 3. This act [this note] shall take effect immediately [Aug. 2, 1986]."

Application of L.1985, c. 293, to 1985 Amendments of this Section and Section 352-eee. See L.1985, c. 293, § 3, eff. June 30, 1985, set out as a note under General Business Law § 352-eee.

Application of Section. L.1982, c. 555, § 9, provided: "Section three hundred fifty-two-eeee of the general business law as added by this act [adding this section, amending New York City Admin.Code, former § § Y51-6.0, YY51-3.0, YY51- 6.0, following section 8617 of McKinney's Unconsol.Laws; repealing former section 352-eeee; and enacting provisions set out as notes under this section] shall be applicable to every offering statement or prospectus submitted to the attorney general after the effective date of this act [July 20, 1982] and to every offering statement or prospectus submitted to the attorney general but for which a letter of acceptance for filing has not been issued as of such date."

Code of the Real Estate Industry Stabilization Association, Amendments; Promulgation of Regulations. L.1982, c. 555, § 7, provided: "The real estate industry stabilization association shall submit amendments to the code of the real estate industry stabilization association to implement the provisions of sections two, three, four, five, and six of this act [adding this section and repealing former section 352-eeee; amending New York City Admin.Code § § Y51- 6.0, YY51-3.0 and YY51-6.0 following section 8617 of McKinney's Unconsol.Laws; respectively] to the New York city department of housing preservation and development within sixty days of the effective date [July 20, 1982] of this act [L.1982, c. 555] and such department shall amend or promulgate regulations regarding the status of apartments subject to the New York City Rent and Rehabilitation Law [New York City Admin.Code § Y51-1.0 et seq., following section 8617 of McKinney's Unconsol.Laws] consistent with the provisions of this act within sixty days of the effective date [July 20, 1982] of this act [L.1982, c. 555]."

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State regulations requiring registration or qualification of securities; sales of property, see Securities Regulation ⚷247 et seq., 254.
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NY Jur. 2d. Condominiums & Co-Operative Apartments § 19, Time Limit for Attorney General's Issuance of Letter of Filing -- Issuance of Multiple Letters.

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NY Jur. 2d, Condominiums & Co-Operative Apartments § 25, Continuing Authority to Investigate Fraud.

NY Jur. 2d, Condominiums & Co-Operative Apartments § 27, Ineffectiveness of Waiver of Tenant's Rights.

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Carmody-Wait, 2d § 34:49, Amending Responsive Pleading to Add, Change, or Omit Defense or Counterclaim.

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Carmody-Wait, 2d § 138:44, Conversion of Property to Residential Cooperative or Condominium Ownership in Certain Cities -- Conversion of Property to Cooperative or Condominium Ownership in Certain Cities, Towns, and Villages.

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New York Condominium & Cooperative Law 2d Ed. § 2:6, Tenant Protection Laws.

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New York Condominium & Cooperative Law 2d Ed. § 6:2, Non-Eviction Plans.

New York Condominium & Cooperative Law 2d Ed. § 6:3, Eviction Plans.

New York Condominium & Cooperative Law 2d Ed. § 6:5, Period of Exclusive Right and Renewal.

New York Condominium & Cooperative Law 2d Ed. § 6:6, Parties to Whom Extended -- Generally.

New York Condominium & Cooperative Law 2d Ed. § 6:8, Parties to Whom Extended -- Co-Tenants and Co-Occupants.

New York Condominium & Cooperative Law 2d Ed. § 6:9, Parties to Whom Extended -- Estate of Deceased Tenant.

New York Condominium & Cooperative Law 2d Ed. App 4, New York Rent Stabilization Law (Conversions).

New York Condominium & Cooperative Law 2d Ed. App 7, Attorney General's Regulations.

New York Condominium & Cooperative Law 2d Ed. § 11:3, Right to Collect Rents from Subtenants.

New York Condominium & Cooperative Law 2d Ed. § 4:11, Time Period of Offering.

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New York Condominium & Cooperative Law 2d Ed. § 5:11, Harassment of Tenants.

New York Condominium & Cooperative Law 2d Ed. § 5:13, Warehousing.

New York Condominium & Cooperative Law 2d Ed. § 6:10, Parties to Whom Extended -- Corporate Tenants and Professional Apartments.

New York Condominium & Cooperative Law 2d Ed. § 6:11, Red Herring Stage; Notice and Delivery Rules.

New York Condominium & Cooperative Law 2d Ed. § 6:12, Right to Comment and Inspect.

New York Condominium & Cooperative Law 2d Ed. § 6:14, Disclosure Requirements.

New York Condominium & Cooperative Law 2d Ed. § 6:15, Special Categories of Tenants.

New York Condominium & Cooperative Law 2d Ed. § 6:16, Rights Granted to Senior Citizens and Disabled Persons.

New York Condominium & Cooperative Law 2d Ed. § 6:17, Rights of Other Non-Purchasing Tenants; Eviction Plans and Rights to Occupancy.

New York Condominium & Cooperative Law 2d Ed. § 6:18, Non-Eviction Plans.

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New York Pattern Jury Instructions--Civil 6:6, Landlord and Tenant-Actions for Possession-Summary Proceedings-Holding Over.

New York Practice, Landlord & Tenant Practice in New York § 15:50, Grounds for Holdover Proceeding -- Other Termination Grounds Under Rent-Control -- Non-Purchasing Tenant Under "Eviction" Conversion Plan -- Exemption for Senior Citizens and Disabled...

New York Practice, Landlord & Tenant Practice in New York § 15:57, Grounds for Holdover Proceeding -- Other Grounds Under Rent Stabilization Code ("Rsc") -- Owner Occupancy -- Exemption for Non-Purchasing Tenants in "Non-Eviction" Conversion...

New York Practice, Landlord & Tenant Practice in New York § 2:138, Cooperative or Condominium Occupants -- Rights of Non-Purchasing Rent-Regulated Tenants in Conversion Process -- Eviction Plan.

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New York Practice, Landlord & Tenant Practice in New York § 2:140, Cooperative or Condominium Occupants -- Rights of Non-Purchasing Rent-Regulated Tenants in Conversion Process -- Non-Eviction Plan -- Units Held by Non-Purchasing Tenants Under Non-Eviction Plan...

New York Practice, Landlord & Tenant Practice in New York § 2:141, Cooperative or Condominium Occupants -- Rights of Non-Purchasing Rent-Regulated Tenants in Conversion Process -- Sponsor-Held Units: Post-Conversion

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New York Practice, Landlord & Tenant Practice in New York § 11:104, Rent-Stabilization Coverage -- Statutory Exemptions from Rent-Stabilization Coverage -- Cooperative and Condominium Units.

New York Practice, Landlord & Tenant Practice in New York § 11:137, Deregulation of Rent-Controlled and Rent-Stabilized Units -- Exemptions -- Compare: Nonpurchasing Co-Op Tenant Subject to Luxury Deregulation.

New York Practice, Landlord & Tenant Practice in New York § 11:138, Deregulation of Rent-Controlled and Rent-Stabilized Units -- Deregulation of Cooperative and Condominium Units Converted After June 30, 1974.

New York Practice, Landlord & Tenant Practice in New York § 11:409, Succession Rights to Rent-Regulated Tenancies by "Family Members" -- Applicability of Succession Regulations to Cooperatives and Condominiums -- Rent-Stabilized Tenant's Family Member in Noneviction...

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New York Practice, Landlord & Tenant Practice in New York § 14:488, Form 14- 6: Nonpayment Petition.

New York Practice, Landlord & Tenant Practice in New York § 15:281, Content of Petition -- Statement of Rent-Regulatory Status -- Statements as to Rent Regulation's Applicability or Exemption: New York City -- Cooperative Unit Occupied by Unregulated...

New York Practice, Landlord & Tenant Practice in New York § 15:282, Content of Petition -- Statement of Rent-Regulatory Status -- Statements as to Rent Regulation's Applicability or Exemption: New York City -- Condominium Unit Occupied by Unregulated...

New York Practice, Landlord & Tenant Practice in New York § 15:648, Form 15- 10: Holdover Petition.

Rasch's N.Y. Landlord & Tenant Incl. Summary Proc. § 4:24, Conversion to Cooperative Ownership.

Residential Landlord & Tenant Law in New York § 4:35, What Constitutes "Six Units," Minimum for Coverage -- Horizontal Multiple Dwellings -- "Garden-Type Maisonettes" (Garden Apartments) -- Effect of Conversions to Other Types of...

Residential Landlord & Tenant Law in New York § 4:72, Presumptively Covered Units that Are Exempt from Rent Stabilization -- Tenancy in Units Owned as Cooperatives or Condominiums; "Converted" Buildings -- Noneviction Plans.

Residential Landlord & Tenant Law in New York § 4:73, Presumptively Covered Units that Are Exempt from Rent Stabilization -- Tenancy in Units Owned as Cooperatives or Condominiums; "Converted" Buildings -- Eviction Plans.

Residential Landlord & Tenant Law in New York § 4:74, Presumptively Covered Units that Are Exempt from Rent Stabilization -- Tenancy in Units Owned as Cooperatives or Condominiums; "Converted" Buildings -- Exemption from Eviction for Seniors and Disabled...

Residential Landlord & Tenant Law in New York § 6:59, Cooperatives -- Statutory and Regulatory Scheme

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Governing Cooperatives.

Residential Landlord & Tenant Law in New York § 6:61, Cooperatives -- Eviction and Noneviction Plans.

Residential Landlord & Tenant Law in New York § 6:62, Cooperatives -- Eviction and Noneviction Plans -- Eviction Plans; Persons Protected.

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1. Constitutionality

Statute protecting from eviction nonpurchasing tenants in multiple dwellings subject to cooperative conversion eviction plan unconstitutionally impaired contractual rights of owners and holders of unsold shares and proprietary leases in cooperative pursuant to prior consent judgment creating expectancy of right to evict tenants and sell shares; statute was drawn so restrictively as to benefit only a handful and, thus, was neither necessary nor reasonable to serve public purpose of alleviating housing crisis. 19th Street Associates v. State, 1992, 79 N.Y.2d 434, 583 N.Y.S.2d 811, 593 N.E.2d 265. Constitutional Law 148; Landlord And Tenant 251(.5)

This section's prohibition applying to conversion of premises subject to excessive "long term" vacancies was not unconstitutional on ground that application of such provisions to tenants who occupied premises prior to date of enactment retroactively affected property rights of sponsor. Attorney-General v. Katz, 1980, 104 Misc.2d 846, 428 N.Y.S.2d 982. Constitutional Law 188; Landlord And Tenant 354

Legislation establishing special senior citizen category in relation to conversion of residential real estate from rental status to cooperative of condominium ownership was rational and reasonable and any discrepancies in treatment which resulted did not amount to denial of equal protection of laws under U.S.C.A.Const. Amend. 14 or Const. Art. 1, § 11. Reiner-Kaiser Associates v. McConnachie, 1979, 104 Misc.2d 750, 429 N.Y.S.2d 343, appeal denied 51 N.Y.2d 705, 433 N.Y.S.2d 1025, 412 N.E.2d 1327. Condominium 2; Constitutional Law 228.3; Landlord And Tenant 351

1.5. Construction and application

Right to purchase the shares allocated to a rent-controlled apartment at the insider's price pursuant to an offering plan to convert the apartment to cooperative/condominium ownership is limited to a "tenant in occupancy" at the time the plan is accepted for filing. Steier v. Schreiber (1 Dept. 2006) 25 A.D.3d 519, 810 N.Y.S.2d 431, leave to appeal denied 6 N.Y.3d 714. Landlord And Tenant 353

The mandatory role of the Attorney General under the Martin Act regarding the filing of real estate conversion offering plans is to see to it that the informational purposes of the statute are met; if the disclosure in a submitted plan is adequate, respondent must accept the plan for filing, and if not, he must identify the deficiencies. WFR Associates v. Memorial Hosp., Albany, N.Y., 2004, 3 Misc.3d 766, 775 N.Y.S.2d 814, affirmed in part, modified in part and reversed in part 14 A.D.3d 840, 788 N.Y.S.2d 459. Securities Regulation 254

2. Construction with other laws

Under New York law, apartments which had been subject to rent control before being converted to cooperatives would once again be under rent control when they reverted back to conventional landlord tenant relationship, even though statutes and regulations did not presently provide mechanism for determining what rent should be following reversion. Federal Home Loan Mortgage Corp. v. New York State Div. of Housing and Community Renewal, 1994, 854 F.Supp. 151, affirmed 83 F.3d 45. Landlord And Tenant 200.44

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2.5. Purpose

Martin Act, governing the filing of real estate conversion offering plans, is a disclosure statute, not an enforcement statute. WFR Associates v. Memorial Hosp., Albany, N.Y., 2004, 3 Misc.3d 766, 775 N.Y.S.2d 814, affirmed in part, modified in part and reversed in part 14 A.D.3d 840, 788 N.Y.S.2d 459. Securities Regulation 245

It was not the intention of the legislature, when enacting the Martin Act, to provide continued occupancy protection to tenants who rent sponsor-owned cooperative or condominium units subsequent to the conversion of the building. Parkchester Preservation Co. L.P. v. Hanks, 2000, 185 Misc.2d 786, 714 N.Y.S.2d 399. Condominium 3; Landlord And Tenant 361

3. Applicability of section

Martin Act, requiring filing of real estate conversion plans, did not apply in suit by condominium owner against hospital that was grantor of land, claiming that deed prohibition on sale of condominiums to persons other than hospital's medical staff was unreasonable restraint on alienation; no claim was made that provisions of Act were violated, and there was functional equivalent of privity existing between parties. WFR Associates v. Memorial Hosp. (3 Dept. 2005) 14 A.D.3d 840, 788 N.Y.S.2d 459. Securities Regulation 278

Existing cooperative was not subject to statutory antiwarehousing provisions upon its conversion to private ownership; statute applied only to conversions from residential rental status to cooperative or condominium ownership. Gunther v. Abrams (1 Dept. 1993) 189 A.D.2d 607, 592 N.Y.S.2d 308, leave to appeal dismissed in part, denied in part 82 N.Y.2d 690, 601 N.Y.S.2d 572, 619 N.E.2d 650. Landlord And Tenant 353

Prohibition against owner occupancy proceedings by cooperative owners against non-purchasing tenants was not available to tenant in holdover proceeding, in light of the foreclosure of the cooperative's mortgage, judicial sale, and subsequent conveyance to the landlord. Crosby v. Hucko, 2001, 189 Misc.2d 641, 735 N.Y.S.2d 348. Landlord And Tenant 361

A dissolved cooperative is not a cooperative and, a fortiori, the protections of the Martin Act formerly applicable to non-purchasers in the cooperative premises no longer continue. Crosby v. Hucko, 2001, 189 Misc.2d 641, 735 N.Y.S.2d 348. Landlord And Tenant 350

Holdover tenant's post-conversion leasehold did not fall within reach of statute governing conversions of buildings from residential rental status to cooperative or condominium ownership in New York City; tenant did not enter into possession of apartment, until roughly five years after residential building premises underwent non-eviction type conversion to condominium ownership, and lease prominently provided that tenancy was not governed by any form of rent regulation and that tenant did not have right to renew lease. Park West Village Associates v. Nishoika, 2000, 187 Misc.2d 243, 721 N.Y.S.2d 459. Condominium 3; Landlord And Tenant 353

3.2. Preemption

Martin Act preempted fraudulent concealment claims of residential unit owners against condominium sponsor and its principals, which alleged that sponsor should have disclosed building's ongoing design and construction problems in offering plan and amendments which were filed as construction proceeded, since alleged fraud mirrored violations of Martin Act; although claims might have stood if Martin Act did not exist and Martin Act and promulgated regulations did not expressly require that level of disclosure, nature of wrong was based upon omissions of legally required disclosures. Kerusa Co. LLC v. W10Z/515 Real Estate, L.P., 2005, 10 Misc.3d 929, 810 N.Y.S.2d 861. Fraud 31

3.5. Retroactive application

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The tenant's defense to eviction under the Martin Act, governing conversions of buildings from residential rental status to cooperative or condominium ownership in New York City, was unavailable where the building was converted prior to the effective date of the Act. Geiser v. Maran, 2001, 189 Misc.2d 442, 732 N.Y.S.2d 825. Landlord And Tenant 361

4. Local laws

While state statutes do regulate sale of real estate securities, they are in essence disclosure laws, with nothing in either statute nor regulation compelling conclusion that state had preempted area, and thus local law regulating certain aspects of conversion of rental units to cooperative or condominium status within New York City could not be held unconstitutional on that ground. Council for Owner Occupied Housing, Inc. v. Koch, 1983, 119 Misc.2d 241, 462 N.Y.S.2d 762, affirmed 61 N.Y.2d 942, 475 N.Y.S.2d 279, 463 N.E.2d 620. Municipal Corporations 592(1)

5. Attorney General decisions--Generally

Upon concluding that subscriber named in second amendment to offering plan for conversion of apartments to cooperative ownership was not a bona fide purchaser because he intended mainly to sublet the apartment to friends, rather than intending occupancy by himself or members of his immediate family, the Attorney General reasonably gave effect to all of language of statutory 15% minimum subscription requirement and could properly reject the amendment because the required minimum number of subscriptions had not been obtained for the plan to become effective. Centennial Restorations Co. v. Abrams (3 Dept. 1992) 180 A.D.2d 340, 585 N.Y.S.2d 133. Landlord And Tenant 353

Record established reasonable basis for state Attorney General's conclusion that owner of apartment buildings was "warehousing" apartments, and therefore Attorney General's rejection of proposed offering plan for condominium conversion was not irrational or unreasonable; one apartment had not been occupied for in excess of two years prior to submission of plan, and two apartments were used as offices by owners on occasions that they visited from Italy, and two apartments were occupied by former building superintendent who did not have lease and was not paying rent. 140 West 4th Street Corp. v. Abrams (3 Dept. 1989) 152 A.D.2d 847, 544 N.Y.S.2d 55. Condominium 3

Attorney General's view that executor should be entitled to purchase cooperative at insider price after death of named tenant should be given great weight as he is the administrator of statute in question. DeChristoforo v. Shore Ridge Associates, 1984, 126 Misc.2d 339, 482 N.Y.S.2d 411. Statutes 219(9.1)

6. --- Redetermination of prior acceptance

The initial failure of the Attorney General, in accepting for filing an offering plan for conversion of certain apartments to cooperative ownership, to apply the statutory ban against excessive long-term vacancies to the sponsor's affiliates' business use of two apartments did not constitute an "irregularity in vital matters" such as would permit redetermination of the prior acceptance of the plan. Centennial Restorations Co. v. Abrams (3 Dept. 1992) 180 A.D.2d 340, 585 N.Y.S.2d 133. Landlord And Tenant 353

7. Attorney fees

Attorney General was substantially justified in rejecting second amendment by sponsor of offering plan to convert apartment building into cooperative ownership, based upon sponsor's failure to obtain required minimum number of subscriptions, even though Attorney General was not substantially justified in revoking contents of sponsor's plan for filing and, thus, sponsor was precluded from recovering counsel fees and other expenses as prevailing party. Centennial Restorations Co. v. Abrams (3 Dept. 1994) 202 A.D.2d 721, 608 N.Y.S.2d 559, leave to appeal dismissed 83 N.Y.2d 952, 615 N.Y.S.2d 877, 639 N.E.2d 418, reargument denied 84 N.Y.2d 851, 617 N.Y.S.2d 140, 641 N.E.2d 161. Costs 194.25; Costs 194.44

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8. Construction of plan

Failure to include clause stating that right to an insider price for cooperative lapsed upon death of named tenant had to be construed against sponsor of noneviction cooperative conversion plan, whether caused by statute, statutory interpretation, administrative regulation or specific contractual omission. DeChristoforo v. Shore Ridge Associates, 1984, 126 Misc.2d 339, 482 N.Y.S.2d 411. Landlord And Tenant 353

9. Tenant in occupancy--Generally

Tenant's estranged husband, who was voluntarily residing outside parties' rent-stabilized apartment on date cooperative conversion plan was accepted for filing, retained sufficient nexus with apartment to qualify as "tenant in occupancy" entitled to participate on equal basis with wife in purchasing apartment; husband was cosignatory on lease, and regardless of any informal agreement between parties, retained legal right to occupy apartment. Manolovici v. 136 East 64th Street Associates, 1987, 70 N.Y.2d 785, 521 N.Y.S.2d 414, 515 N.E.2d 1212. Landlord And Tenant 353

Wife, not husband, qualified as "tenant in occupancy" and thus had exclusive right to purchase shares of cooperative ownership allocated to her apartment where, pursuant to terms of separation agreement, wife had right to and did occupy that apartment as rent-controlled tenant on date plan for cooperative conversion was accepted for filing with Attorney General and husband had expressly relinquished right to possession of that apartment as of that date. Weinstein v. Hohenstein, 1987, 69 N.Y.2d 1017, 517 N.Y.S.2d 907, 511 N.E.2d 51. Landlord And Tenant 353

After co-tenant, whose name was on the lease, vacated the premises almost three years prior to the conversion plan being declared effective and announced to the landlord's agent that she had no intention of returning to the apartment, remaining tenant had status of "tenant in occupancy," and thus was entitled to purchase the shares allocated to the apartment. Steier v. Schreiber (1 Dept. 2006) 25 A.D.3d 519, 810 N.Y.S.2d 431, leave to appeal denied 6 N.Y.3d 714. Landlord And Tenant 353

Genuine issues of material fact existed as to whether resident of apartment was "tenant-in-occupancy" of different apartment, within meaning of cooperative conversion statute, precluding summary judgment on resident's claim of entitlement to purchase shares allocated to other apartment, where resident alleged that agent of sponsor stated, in response to resident's inquiry about possibility of moving into larger apartment, that other apartment would be available and that resident could not rent it directly but would have to procure third person to sign lease and then have lease assigned to resident, and that resident followed those instructions. Lack v. Daven Realty Corp. (1 Dept. 1988) 144 A.D.2d 236, 533 N.Y.S.2d 431. Judgment 181(24)

In connection with proposal to convert tenants' apartments, which were used as professional offices, into cooperative apartment building, tenants had no right to purchase their apartments pursuant to statute which governs conversion of buildings from residential rental status to cooperative status, New York City Rent Stabilization Law, or Rent Stabilization Code, as those statutes confer rights upon residential, as opposed to commercial tenants. Gluck v. Jackson Management Corp. (2 Dept. 1988) 143 A.D.2d 629, 532 N.Y.S.2d 914. Landlord And Tenant 353

Owners of floating homes were not entitled to purchase slips at marina, being converted under condominium offering plan, despite their month-to-month tenancies at time of conversion where owners of marina extended exclusive purchase period rights and other incentives only to tenants possessing written occupancy agreements and offer was not extended to parties intending to dock floating homes. Smith v. Anchorage Associates (2 Dept. 1986) 122 A.D.2d 788, 505 N.Y.S.2d 673, appeal denied 69 N.Y.2d 601, 511 N.Y.S.2d 1027, 503 N.E.2d 695. Condominium 3

Sister of tenant of record, complete stranger to lease, who had never resided in apartment with tenant of record, and who simply continued, from time to time, to operate certain businesses there, was not entitled to purchase apartment

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at insider's price upon offering plan to convert building to condominium. Dziurgot v. Tower 53 Associates (1 Dept. 1986) 121 A.D.2d 857, 501 N.Y.S.2d 51. Condominium 3

Tenant in occupancy of rent-stabilized apartment for past ten years, rather than her former boyfriend, tenant of record, who had moved out, permanently, seven years earlier, had exclusive purchase rights with respect to cooperative shares allocated to apartment, even though tenant of record had signed and renewed lease, where it was clear that tenant of record relinquished all of his rights to apartment in deference to tenant in occupancy and had no intention of returning, had made other permanent living arrangements, had not returned to apartment for four years. McSpadden v. Dawson (1 Dept. 1986) 117 A.D.2d 453, 503 N.Y.S.2d 357. Landlord And Tenant 353

Evidence that tenant had been out of country during much of pendency of offering plan to convert apartment to cooperative and that her mail was delivered to a concierge in her building, where it was collected and held while she was away, supported finding she had no notice of conversion and, thus, she was entitled to become owner of cooperative apartment, despite failure to respond to offering plan. Conforti v. Cammarata (1 Dept. 1985) 111 A.D.2d 11, 488 N.Y.S.2d 680, appeal denied 65 N.Y.2d 608, 494 N.Y.S.2d 1027, 484 N.E.2d 670. Landlord And Tenant 353

Tenant was not entitled to claim status as occupant of rent stabilized apartment where offering plan for cooperative conversion was extended only to "bona fide" residential tenant occupants, and it did not appear that tenant, apparently resident of Mexico, was at date of presentation of the plan a bona fide occupant of her apartment. Esperanza-Cruz de Vasconcelos v. Berkley Associates (1 Dept. 1980) 78 A.D.2d 808, 433 N.Y.S.2d 109. Landlord And Tenant 353

Landlord was not unfairly surprised or significantly prejudiced by allowing tenant's answer to be amended to assert Martin Act defense, based on building's conversion to cooperative ownership, in holdover proceeding; delay in asserting the defense may have been attributable, at least in part, to landlord's failure to allege in the petition that it was a sponsor or holder of unsold shares, that the building was converted to cooperative ownership pursuant to a non-eviction plan and was subject to the Martin Act, and the reason, if any, why tenant was not protected by the Act. Arkansas Leasing Co. v. Gabriel, 2004, 3 Misc.3d 46, 779 N.Y.S.2d 710. Landlord And Tenant 361

Only bona fide tenants in occupancy on the date the Attorney General accepts a plan for cooperative conversion for filing are afforded the exclusive right to purchase their apartments upon the conversion of a residential apartment building to a cooperative status, and thus the date of acceptance by the Attorney General is the critical date to determine who has the right to purchase. Ganson v. Goldfader, 1990, 148 Misc.2d 608, 561 N.Y.S.2d 366. Landlord And Tenant 353

Person who is put into possession of apartment by landlord for purpose of holding that apartment off rental market and who serves as mere caretaker for premises, without payment of rent, is not "bona fide tenant" within meaning of cooperative conversion statute; where, however, it is uncontested that occupant derives his claim to possession through legitimate tenant, dealing at arms length with landlord, Real Estate Financing Bureau is bound by legal relationship of parties in considering conversion plan. Eight Cooper Equities v. Abrams, 1989, 143 Misc.2d 52, 539 N.Y.S.2d 673. Landlord And Tenant 353

Intent of parties in separation agreement was that wife was to have a life estate in apartment but husband was to have a future estate which would take effect only if wife predeceased him; therefore, notwithstanding that husband could not physically occupy apartment until wife's death, he remained a "tenant in occupancy", and therefore husband, and not wife's granddaughter, who was residing with wife in apartment at time of wife's death, was entitled to purchase the shares. Hohenstein v. Hohenstein, 1984, 127 Misc.2d 53, 485 N.Y.S.2d 170. Landlord And Tenant 353

Only those tenants who were determined to be nonprimary residents before presentation of condominium plan were "tenants in occupancy" entitled to take advantage of terms in amendment to plan giving all tenants in occupancy as of date of initial presentation of plan exclusive right to purchase at prices set forth in first amendment. 58 West 58th

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Street Tenant Ass'n v. 58 West 58th Street Associates, 1984, 126 Misc.2d 500, 482 N.Y.S.2d 952.

For purposes of cooperative conversion plan, as between absent leaseholder of record and resident member of the family, person who signed lease is person qualified as "tenant" who has right to purchase the co-op apartment. Belmont East Co. v. Abrams, 1984, 123 Misc.2d 404, 473 N.Y.S.2d 676. Landlord And Tenant 353

Lessee, who had been employed in California but who asserted that she was temporarily residing in California and that New York was her primary residence, was entitled to purchase shares of stock allocated to her New York apartment under offering plan to convert building to cooperative ownership, where, even if restrictive language in offering plan, which limited offer to New York State residents, was enforceable, it was questionable whether it would disqualify lessee from purchasing disputed shares, and no statute authorized such discriminatory restriction on purchase of cooperative apartments. Thuna v. DiSanza, 1980, 102 Misc.2d 342, 425 N.Y.S.2d 729. Landlord And Tenant 352.1

10. — Corporate tenants

A corporate tenant which qualified as a "tenant in occupancy" under Rent Stabilization Code on date a cooperative conversion plan was presented to tenants was entitled to purchase in its own name the shares in the cooperative corporation allocated to its apartment, notwithstanding that the plan purported to limit corporation's rights to the transfer of its purchase option to individual who would take in his own right, and notwithstanding that the apartment was not the "primary residence" of the corporation or any of its officers. Consolidated Edison Co. of New York, Inc. v. 10 West 66th Street Corp., 1984, 61 N.Y.2d 341, 474 N.Y.S.2d 267, 462 N.E.2d 367. Landlord And Tenant 353

Rejection of tenant's tender of purchase price of cooperative apartment pursuant to plan of cooperative conversion, on ground that only "persons" were eligible to purchase, was improper, even though tenant was not for profit corporation which operated apartment as group home, as tenant in possession had right to purchase property. Koenig v. Jewish Child Care Ass'n of New York (1 Dept. 1985) 107 A.D.2d 542, 487 N.Y.S.2d 759, appeal granted 113 A.D.2d 1037, 493 N.Y.S.2d 433, affirmed 67 N.Y.2d 955, 502 N.Y.S.2d 981, 494 N.E.2d 86. Landlord And Tenant 353

11. — Cotenants

Neither of two cotenants in occupancy of rent-stabilized apartment pursuant to lease signed by both could exercise an individual right to subscribe to cooperative shares on conversion to cooperative ownership where each asserted the right of subscription, but the tenants could jointly execute a subscription agreement. Spitalnik v. Springer, 1983, 59 N.Y.2d 112, 463 N.Y.S.2d 750, 450 N.E.2d 670, reargument denied 60 N.Y.2d 702, 468 N.Y.S.2d 1027, 455 N.E.2d 1267. Landlord And Tenant 353

12. — Estates

Estate of deceased tenant of record who died before her apartment was offered for sale under a subsequently accepted cooperative conversion plan could not count among its assets the "insider's price" of its decedent's apartment; under controlling statute, only a "tenant in occupancy" is eligible for an insider's purchase option, and neither the tenant of record, who was deceased nor the successor in limited interest, the estate, was "occupying" the apartment at the time the conversion plan was accepted for filing. Rubinstein v. 160 West End Owners Corp., 1989, 74 N.Y.2d 443, 548 N.Y.S.2d 155, 547 N.E.2d 357. Executors And Administrators 39; Landlord And Tenant 353

Unexercised right of deceased "tenants in occupancy" to purchase shares offered in cooperative conversion plan at less-than-market insider price could not be exercised by their estates; estates had no statutory, common-law, or equitable basis upon which to enjoy windfall by resale of converted cooperative apartments, previously rent

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controlled, at value higher than insider rate offered exclusively to their decedents in occupancy. De Kovessey v. Coronet Properties Co., 1987, 69 N.Y.2d 448, 515 N.Y.S.2d 740, 508 N.E.2d 652, reargument denied 70 N.Y.2d 694, 518 N.Y.S.2d 1030, 512 N.E.2d 556. Landlord And Tenant 353

Time when estate succeeds to decedent's lease does not change nature of estate's relationship to apartment, and thus estate is not "tenant in actual possession and occupancy of the premises" and does not have insider's rights upon cooperative conversion by virtue of fact that offering plan was filed prior to decedent tenant's death, rather than after. Russell v. Raynes Associates Ltd. Partnership (1 Dept. 1991) 166 A.D.2d 6, 569 N.Y.S.2d 409. Landlord And Tenant 353

Executor of tenant's estate was not entitled to exercise insider rights upon building's conversion to cooperative where tenant died before offering plan was accepted for filing by Attorney General and thus was not in actual possession of unit at time conversion plan was accepted. Rubinstein v. 160 West End Owners Corp. (1 Dept. 1988) 145 A.D.2d 390, 536 N.Y.S.2d 65, appeal granted 74 N.Y.2d 642, 541 N.Y.S.2d 983, 539 N.E.2d 1111, affirmed 74 N.Y.2d 443, 548 N.Y.S.2d 155, 547 N.E.2d 357. Landlord And Tenant 353

Unexercised right of deceased tenant of rent-stabilized apartment to purchase cooperative shares allocated to apartment, pursuant to offering plan in existence at time of tenant's death, passed to tenant's estate. De Christoforo v. Shore Ridge Associates (2 Dept. 1986) 116 A.D.2d 123, 500 N.Y.S.2d 528. Executors And Administrators 39

Upon grandfather's death, grandson did not automatically step into shoes of grandfather, who never purchased his apartment when building was converted to cooperative apartments and who remained month-to-month tenant until his demise, to become tenant of record, nor was not-for-profit housing development fund corporation required to recognize him as such, and thus, since grandson was not tenant of record, corporation could proceed to evict him as licensee. 757 East 169th Street HDFC v. Haney, 1996, 171 Misc.2d 965, 656 N.Y.S.2d 92. Landlord And Tenant 350

Execution of no-buy pledge by tenant in building undergoing condominium conversion process was not sufficient manifestation of intention to purchase apartment so as to permit her estate to acquire interest when she died prior to signing purchase agreement. Gratz v. Century Apartment Associates, 1989, 143 Misc.2d 423, 540 N.Y.S.2d 940. Condominium 3

Executor of estate of named plaintiff was entitled to judgment declaring his right to purchase shares in cooperative at insider price on behalf of tenant's estate, both on public policy grounds and general construction principles. DeChristoforo v. Shore Ridge Associates, 1984, 126 Misc.2d 339, 482 N.Y.S.2d 411. Landlord And Tenant 359.1

13. — Subtenants

Where tenant in possession of apartment took possession pursuant to sublease agreement, she was subtenant with no rights to purchase shares allocable to subject apartment upon conversion to cooperative ownership. Neidich v. Gottlieb (1 Dept. 1991) 169 A.D.2d 541, 564 N.Y.S.2d 394. Landlord And Tenant 353

Question whether tenant of record or subtenant in possession had right to purchase shares allocated to cooperative apartment depended upon a practical analysis of relationship of competing parties to demised property rather than on whose name happened to appear on lease and was question of fact precluding summary judgment. Baron v. Sherwood (1 Dept. 1986) 124 A.D.2d 527, 508 N.Y.S.2d 441. Judgment 181(24)

14. Constructive trust

Debtor's wife might be entitled to have constructive trust imposed on apartment purchased by debtor in his own name under New York law, which provides tenants in occupancy with right to purchase dwelling units through

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offering plan for sale of cooperative apartments or condominium units, where debtor had moved from apartment years before purchase of apartment, although the apartment had been family residence and wife continued to reside there, and bankruptcy case would accordingly be remanded for findings on whether debtor's purchase of apartment gave rise to constructive trust in favor of wife and whether debtor had any property rights in apartment at time of his bankruptcy filing. In re Hilsen, 1990, 119 B.R. 435. Bankruptcy 3790

15. Good faith and fair dealing

Sponsors of apartment house conversions have duty to meet high standards of fair dealing and good faith toward tenants; in many instances, purchasing tenants and sponsors do not deal as equals in terms of access to information or business acumen and, thus, tenants often lack equal bargaining power. Vermeer Owners, Inc. v. Guterman, 1991, 78 N.Y.2d 1114, 578 N.Y.S.2d 128, 585 N.E.2d 377. Landlord And Tenant 353

Issue of whether sponsor of apartment house conversion was subject to punitive damages in action for tortious interference with contract brought by prospective purchasers of unit was for jury; sponsor, after initially approving arrangement for assignment and assumption of right to purchase unit, thereafter rejected tenants' agreement for invalid reasons and successfully pressured tenants to abrogate their agreement with purchasers by threatening to charge them with default of tenancy and breach of conditions of occupancy, and after gaining control of subscription rights to apartment listed it for sale well above price they would have been required to have sold apartment for under conversion plan. Rossi v. Twinbogo Co. (1 Dept. 1996) 232 A.D.2d 266, 648 N.Y.S.2d 97. Damages 208(8)

Tenants' allegations that sponsors of noneviction offering plan did not intend to sell more of the apartments than was necessary for effectuation of the plan and refused to enter into negotiations for further concessions with the tenant did not state cause of action absent claim that sponsor refused to sell any apartment in accordance with the plan or was obliged to enter into further negotiations or make unspecified concessions. Karpf v. Turtle Bay House Co., 1984, 127 Misc.2d 154, 485 N.Y.S.2d 173. Landlord And Tenant 353

Act of cooperative and its selling and managing agents in altering manner in which tenant as a prospective purchaser of converted apartment was required to accept purchase offer, by conditioning offer upon occurrence of a particular event, tender of entire purchase price, either all in cash or by way of a cash down payment and financing rider, without requiring that tenant be given reasonable notice of occurrence operated to place tenant at an unfair disadvantage and was such as to require the cooperative and its selling and managing agents to provide the tenant with 30 days in which to purchase the apartment at the special insider price. Ferreira v. Plaza 400 Owners Corp., 1984, 125 Misc.2d 296, 479 N.Y.S.2d 678. Landlord And Tenant 353

16. Discriminatory inducements

Inclusion of a move-out or vacate fee in amendment to noneviction offering plan did not create a "discriminatory inducement" in violation of statute and fact that amendment offered a greater inducement to the first ten persons to accept was not discriminatory. Karpf v. Turtle Bay House Co., 1984, 127 Misc.2d 154, 485 N.Y.S.2d 173. Landlord And Tenant 353

17. Approval requirement

Attorney General did not abuse his discretion in determining that management company failed to obtain written purchase agreements for 15% of all dwelling units in premises to be converted to cooperative ownership; Attorney General acted within his statutory authority in determining whether subscribers used to declare offering plan effective were bona fide, in light of relationships with management company. Treger Management Co. v. Abrams (1 Dept. 1992) 180 A.D.2d 614, 580 N.Y.S.2d 29. Landlord And Tenant 353

If sponsors of cooperative conversion offering plan deliberately remained silent in order to retain estate of deceased tenant's subscription agreement only so long as was necessary to help in achieving requisite 15% acceptance of plan, their silence would constitute acceptance of estate's subscription. Russell v. Raynes Associates Ltd. Partnership (1

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Dept. 1991) 166 A.D.2d 6, 569 N.Y.S.2d 409. Landlord And Tenant 353

Attorney General had authority to exclude sponsor of cooperative conversion plan from being counted toward 51 percent approval requirement and to bar sponsor's utilization of senior citizen status, where sponsor's apartment was not being offered for sale and sponsor was not faced with eviction. Church Street Apartment Corp. v. Abrams (1 Dept. 1988) 139 A.D.2d 280, 531 N.Y.S.2d 540, affirmed 74 N.Y.2d 728, 544 N.Y.S.2d 816, 543 N.E.2d 81. Landlord And Tenant 353

Since there was no allegation of fraud, Attorney General was not justified in rejecting as bona fide purchaser a potential purchaser who, at time she signed affidavit stating that she intended to occupy unit, had genuine intent to occupy unit but later changed her mind and thus, Attorney General's office would be directed to count her purchase agreement toward the minimum number required for filing for purposes of statute requiring sponsors of noneviction condominium conversion plan to execute purchase agreements with prospective purchasers of 15% of units in building representing that they intend that they or members of their family will occupy unit in order for condominium offering plan to be declared effective. Ashland Equities Co. v. Koppell, 1994, 162 Misc.2d 548, 618 N.Y.S.2d 162. Condominium 3

A corporate tenant was properly considered a bona fide tenant attendant in occupancy for purpose of determining whether 15 percent requirement was met for declaring conversion plan effective where corporate tenant had designated a particular individual to reside in apartment and where individual had executed an affidavit that he or members of his family intended to reside there. 58 West 58th Street Tenant Ass'n v. 58 West 58th Street Associates, 1984, 126 Misc.2d 500, 482 N.Y.S.2d 952. Condominium 3

18. Nonpurchasing tenants

Martin Act, which governs offer and sale of securities, commodities, cooperative apartments, and condominiums, grants indefinite rights of occupancy to nonpurchasing tenants, so that purchaser of occupied apartment is on notice of potentially long-term inability to occupy apartment himself, and such statutory rights are separate from and in addition to occupancy rights guaranteed to rent-regulated tenants under rent control and rent stabilization provisions, thereby providing noneviction protection even for apartments whose rents are not controlled by state. Resolution Trust Corp. v. Diamond, 1992, 801 F.Supp. 1152, affirmed in part, vacated in part on other grounds 18 F.3d 111, vacated on other grounds 115 S.Ct. 43, 513 U.S. 801, 130 L.Ed.2d 5, on remand 45 F.3d 665, 132 A.L.R. Fed. 637, vacated 115 S.Ct. 44, 513 U.S. 801, 130 L.Ed.2d 5. Condominium 3; Landlord And Tenant 353

Tenant who rents from a sponsor after the transfer of title to the cooperative corporation is protected from eviction, in a summary holdover proceeding, as a non-purchasing tenant under the Martin Act, governing conversions of buildings from residential rental status to cooperative or condominium ownership in New York City, and is not within an exception to protection for those who sublet from a "purchaser under the plan, since, after the closing of title, the sponsor remains the seller under the plan, not a "purchaser under the plan," and , the shares held by the sponsor after the closing of title are considered "unsold shares." Geiser v. Maran, 2001, 189 Misc.2d 442, 732 N.Y.S.2d 825. Landlord And Tenant 361

Tenants occupying unsold condominium apartments after non-eviction condominium conversion plan were not "non-purchasing tenants" who were protected from eviction under the Martin Act, where the tenants were not residents when condominium conversion plan was ultimately declared effective by Attorney General's Office, they instead had leased their apartments from a landlord who was a purchaser of unsold units from condominium sponsor, and their written leases were nothing more than yearly rentals, subject to possible renewal if certain conditions had been met and by the landlord at will. Parkchester Preservation Co. L.P. v. Hanks, 2000, 185 Misc.2d 786, 714 N.Y.S.2d 399. Condominium 3

Condominium apartments rented to tenants pursuant to interim leases after the condominium conversion plan is accepted for filing and prior to the plan being declared effective can be removed from the premises and have no right under the Martin Act to continued occupancy if they fail to purchase. Parkchester Preservation Co. L.P. v.

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Hanks, 2000, 185 Misc.2d 786, 714 N.Y.S.2d 399. Condominium 3

In the absence of prejudice to a party, it is permissible to amend the pleadings in summary proceedings even with respect to misstatements of the rent-regulated status of the tenancy. Paikoff v. Harris, 1999, 185 Misc.2d 372, 713 N.Y.S.2d 109. Landlord And Tenant 307

Definition of a "non-purchasing tenant" entitled to the occupancy protections of the Martin Act, which governs conversions of buildings from residential rental status to cooperative or condominium ownership in New York City, is not limited to a person who moves into an apartment before conversion, but also includes a person who rents an apartment in a converted building from the sponsor or holder of unsold shares allocated to that apartment. Paikoff v. Harris, 1998, 178 Misc.2d 366, 679 N.Y.S.2d 251, affirmed as modified 185 Misc.2d 372, 713 N.Y.S.2d 109. Condominium 3; Landlord And Tenant 353

Petition for possession of rent-controlled apartment was not subject to dismissal on basis that tenant was "nonpurchasing tenant" pursuant to city Rent and Rehabilitation Law; when proceeding was brought, only preliminary prospectus had been circulated, and thus, there was no plan for purchasing rent-controlled units in effect so as to make tenant "nonpurchasing tenant." 224 East 18th Street Associates v. Sijacki, 1987, 138 Misc.2d 494, 524 N.Y.S.2d 964, affirmed 143 Misc.2d 565, 546 N.Y.S.2d 981.

Nonpurchasing tenants of apartment subject to the Rent Stabilization Law continue to be protected subsequent to a declaration of condominium until there has been a court determination of nonprimary residence. 58 West 58th Street Tenant Ass'n v. 58 West 58th Street Associates, 1984, 126 Misc.2d 500, 482 N.Y.S.2d 952. Landlord And Tenant 200.16

Tenant was not shareholder in cooperative to which her building was converted, even though landlord issued tenant a proprietary lease in same form used for shareholders, when lease was not accompanied by stock certificate, attempted tender for stock certificate occurred after lease was signed, tender was never accepted, and tenant paid rent amount set for nonpurchasers, as opposed to maintenance amount for shareholders. 1046 Amsterdam Ave. Housing Development Fund Corp. v. Gomez, 2003, 1 Misc.3d 901(A), 781 N.Y.S.2d 629, Unreported. Landlord And Tenant 353

19. Senior citizen and disabled persons' exemption--Generally

Subtenant occupying fraction of apartment was not an "eligible senior citizen" within meaning of statute allowing such senior citizens to file an election not to purchase shares in cooperative plan, since statute specifically excludes one who sublets dwelling unit from purchaser under plan, and since subtenant was not "entitled to possession." Frank v. Shaw, 1984, 125 Misc.2d 627, 479 N.Y.S.2d 692. Landlord And Tenant 353

Tenant, who became 62 years of age prior to the filing of the third amendment to the cooperative plan declaring the plan effective but subsequent to both acceptance of the plan for filing by the Attorney General and date of filing of the first amendment to the plan in which the sponsor-seller agreed to extend time for eligible senior citizens to elect to be exempt from eviction for an additional 30 days from date of acceptance of that first amendment, was not qualified as an "eligible senior citizen" exempt from eviction. Kalimian v. Bailey, 1984, 124 Misc.2d 974, 479 N.Y.S.2d 933. Landlord And Tenant 353

Statutory eviction exemptions inuring to benefit of senior citizens or disabled persons who elect not to purchase shares upon conversion of apartments to cooperative ownership were unavailable, contrary to Attorney General's determination, to 76-year-old, legally blind resident of apartment whose son, not her, was the tenant of record; election as to purchase of shares with attendant consequences was for the son to make. Belmont East Co. v. Abrams, 1984, 123 Misc.2d 404, 473 N.Y.S.2d 676. Landlord And Tenant 354

Legislation establishing special senior citizen category in relation to conversion of residential real estate from rental status to cooperative or condominium ownership had no retrospective application, and thus provided no relief for

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senior citizen tenant where cooperative conversion plan was filed and declared effective before passage of legislation. Reiner-Kaiser Associates v. McConnachie, 1979, 104 Misc.2d 750, 429 N.Y.S.2d 343, appeal denied 51 N.Y.2d 705, 433 N.Y.S.2d 1025, 412 N.E.2d 1327. Condominium 2; Landlord And Tenant 351

20. — Form of election

Tenant was not required to file her election to be classified as eligible senior citizen on specific form provided by sponsor; all requisite allegations as to age, residence, and income were contained in tenant's letter, hand delivered to sponsor's agent, stating that she and her husband had resided within subject apartment for at least five years, husband was 66 years of age, and total income earned in relevant income tax year was less than $30,000. Conforti v. Goldberg, 1983, 118 Misc.2d 590, 463 N.Y.S.2d 132. Landlord And Tenant 353

21. — Rights of unit purchasers

Purchaser of condominium unit, in which qualifying nonpurchasing senior citizen was residing, made his purchase subject to the superior possessory rights of the senior citizen and could not commence eviction proceedings against the senior citizen, absent nonpayment of rent or other violation of the tenancy. Sollenne v. Seiden, 1983, 118 Misc.2d 541, 463 N.Y.S.2d 131. Condominium 4

22. — Time for determination

Application of sponsor of cooperative conversion plan seeking determination of eligibility as "eligible senior citizens" or "eligible handicapped persons" of electing nonpurchasing tenants was subject to new regulations governing how determination by Attorney General of elections by eligible senior citizens and handicapped persons was made where sponsor's original application was properly found by Attorney General to be inadequate due to its failure to specify grounds upon which it was relying, so that Attorney General's time in which to make a determination did not commence to run until sponsor cured defect in application, in that when new regulations became effective, sponsor's application had not yet been determined and Attorney General's time in which to make its determination had not expired. Vector East Realty Corp. v. Abrams, 1982, 114 Misc.2d 975, 452 N.Y.S.2d 492, reversed 89 A.D.2d 453, 455 N.Y.S.2d 773. Landlord And Tenant 353

23. — Hearings

Special Term erred in applying standards of the State Administrative Procedures Act § § 301, 302 for an "adjudicatory proceeding" to procedures followed by Department of Law in making its administrative determination of eligibility of tenants to be exempt from eviction under condominium or cooperative ownership conversion plan, since State Administrative Procedure Act § 102 defines adjudicatory proceeding as activity in which determination of legal rights "is required by law to be made only on a record and after an opportunity for a hearing," and this section contains no requirement of a record or a hearing, but merely requires notice and an opportunity to be heard. East 56th Plaza, Inc. v. Abrams (3 Dept. 1983) 91 A.D.2d 1129, 458 N.Y.S.2d 953. See, also, Vector East Realty Corp. v. Abrams (1 Dept. 1982) 89 A.D.2d 453, 455 N.Y.S.2d 773.

Sponsor of eviction-type cooperative-conversion plan with respect to apartment building did not have its right to procedural due process violated by Department of Law's failure to provide sponsor with a hearing on its challenge to eligibility of tenants to be exempt from eviction, since determination being made was narrow factual issue easily susceptible of documentary proof, cost of providing evidentiary hearing for each eligibility challenge would far outweigh its benefit in alleviating risk of erroneous determination, and Department was vested with discretion to request presence of witnesses for oral testimony. Vector East Realty Corp. v. Abrams (1 Dept. 1982) 89 A.D.2d 453, 455 N.Y.S.2d 773. Constitutional Law 278.3

Failure of the Attorney General to permit the petitioner to be present and cross-examine the superintendent in proceeding to determine whether petitioner had timely elected to exercise his right as an eligible senior citizen not to purchase apartment converted to cooperative and to remain in possession as the rent-controlled tenant was

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prejudicial to petitioner in that answers given by superintendent were vague, ambiguous, and subject to varying interpretations, and petitioner through cross-examination might well have demonstrated inconsistencies in superintendent's account of service of eviction plan for conversion of premises. Antonovici v. Abrams, 1984, 124 Misc.2d 407, 478 N.Y.S.2d 225. Landlord And Tenant 353

Under this section, which sets forth system for challenging eligibility of tenants to qualify for exemption by which eligible senior citizens or eligible handicapped persons are exempt from both eviction and unconscionable rental increases in buildings being converted to cooperative or condominium ownership, Attorney General is required to conduct a hearing; upon hearing it is tenant who has burden of proving his eligibility for exemption and it is unnecessary for petitioner to support the challenge with evidence. East 56th Plaza, Inc. v. Abrams, 1982, 112 Misc.2d 629, 447 N.Y.S.2d 238, affirmed 91 A.D.2d 1129, 458 N.Y.S.2d 953. Condominium 3; Landlord And Tenant 353

24. — Burden of proof

Regulations adopted by Attorney General, in connection with proceedings challenging eligibility of tenants to qualify for exemptions by which eligible senior citizens or eligible handicapped persons may elect to become nonpurchasing tenants in premises being converted to cooperative, which placed burden of proof upon sponsor to show that tenant seeking nonpurchasing status was not in fact eligible, rather than upon tenants seeking such status, deprived sponsor of cooperative conversion plan of procedural due process and was thus invalid and void since it is tenant who is seeking to be placed in an excepted category, and tenant alone is privy to all facts upon which determination in his favor would rest. Vector East Realty Corp. v. Abrams, 1982, 114 Misc.2d 975, 452 N.Y.S.2d 492, reversed 89 A.D.2d 453, 455 N.Y.S.2d 773. Landlord And Tenant 353

25. — Review

Determination that applicant for conversion of cooperative or condominium ownership in New York City was not eligible "disabled" person was not arbitrary or capricious and was rationally based; validity of applicant's arguments were undermined by her inability to produce pertinent documentation, as well as by her failure to change nature of her purported disability from physical to psychological so as to conform it to available proof. Ebenhart v. Abrams (1 Dept. 1991) 172 A.D.2d 238, 567 N.Y.S.2d 733, appeal denied 78 N.Y.2d 858, 575 N.Y.S.2d 454, 580 N.E.2d 1057. Condominium 3; Landlord And Tenant 353

Tenant stated viable cause of action seeking benefit of protection of this section protecting senior citizens from cooperative conversions where the senior citizens have resided in the apartment as their primary residence for at least two years prior to Attorney General's acceptance of plan for filing, despite district rent director's finding that tenant did not occupy apartment in question as her primary residence, where such determination considered conditions as they existed only during part of period preceding conversion, the director found that tenant had offered reasonable explanation that her absence from the apartment for one year was due to illness for which she was receiving medical care in Mexico. Esperanza-Cruz de Vasconcelos v. Berkley Associates (1 Dept. 1980) 78 A.D.2d 808, 433 N.Y.S.2d 109. Landlord And Tenant 353

In Article 78 proceeding, petitioner did not waive its right to challenge eligibility of tenants for exemption from eviction and unconscionable rental increases within building being converted to cooperative or condominium ownership by reason of an agreement purportedly made at time Attorney General discontinued his investigation of petitioner's sales activities and of adequacy of its disclosure in offering plan, in that there was no showing that petitioner ever intended to completely relinquish its rights to challenge ineligible tenants. East 56th Plaza, Inc. v. Abrams, 1982, 112 Misc.2d 629, 447 N.Y.S.2d 238, affirmed 91 A.D.2d 1129, 458 N.Y.S.2d 953. Condominium 3; Landlord And Tenant 353

26. Eviction, grounds for

Failure of designated rent-stabilized tenant to actually occupy apartment did not constitute substantial breach of

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tenant's obligations under lease, which at best restricted occupancy, but did not require occupancy; hence, mere vacancy could not serve as basis for eviction of tenant during cooperative conversion. 815 Park Owners, Inc. v. West LB Admin., Inc., 1983, 119 Misc.2d 671, 463 N.Y.S.2d 1015. Landlord And Tenant 361

If defendant, in his former capacity as lessor of building, objected to any subletting without consent, he was at full liberty to take appropriate steps to evict on this ground, but having elected not to proceed in this manner, with knowledge that lessee was subletting, prior to conversion of building to cooperative status, defendant may not now avail himself of lessee's failure to secure his consent so as to prevent her from becoming tenant cooperator. Thuna v. DiSanza, 1980, 102 Misc.2d 342, 425 N.Y.S.2d 729. Landlord And Tenant 352.1

27. Rent regulation of nonpurchased units

Evidence was sufficient to support determination by the Division of Housing and Community Renewal (DHCR) that tenants were in possession of the subject apartment before the Attorney General's acceptance of the conversion plan for conversion to cooperative apartments, so that subject apartment was rent stabilized; rent bill predating conversion plan listed tenants' names and apartment number, voter registration card indicated tenant's occupancy of apartment at time claimed, and lease expiration date was two years after date tenants claimed they began their occupancy. 160 Bleecker Street Owners, Inc. v. Division of Housing and Community Renewal (1 Dept. 2006) 27 A.D.3d 369, 812 N.Y.S.2d 495. Landlord And Tenant 356

Where a building is converted to cooperative apartments pursuant to a non-eviction plan, the apartments occupied by existing non-purchasing tenants remain subject to rent regulation. 160 Bleecker Street Owners, Inc. v. Division of Housing and Community Renewal (1 Dept. 2006) 27 A.D.3d 369, 812 N.Y.S.2d 495. Landlord And Tenant 356

Order of decontrol upholding landlord's protest and reached after de novo review was not entitled to retroactive effect, and thus apartment, on earlier date of presentation of offering plan for cooperative conversion, was subject to rent control even though application for decontrol had been filed approximately one year before the latter date. Esperanza-Cruz de Vasconcelos v. Berkley Associates (1 Dept. 1980) 78 A.D.2d 808, 433 N.Y.S.2d 109. Landlord And Tenant 200.83

Proposed rent increase from $500 for tenants' one-bedroom apartment, which they rented from sponsors of cooperative conversion, to $850 was not an unconscionable rent increase in violation of the Martin Act, which governed conversions of buildings from residential rental status to cooperative or condominium ownership, and thus tenants were not within their rights in rejecting proposed lease; comparable apartments in building were renting for higher amounts, and experienced real estate broker attested to the reasonableness of $850 rent. Paikoff v. Harris, 1999, 185 Misc.2d 372, 713 N.Y.S.2d 109. Landlord And Tenant 356

28. Excessive long-term vacancies

In rejecting cooperative offering plan on basis that more than ten percent of apartments in building were "long-term vacancies," Attorney General properly determined that two disputed apartments were "long-term vacancies"; evidence showed that one disputed apartment was occupied by man whose daughter, more than five months prior to submission date, contacted sponsor by telephone and unequivocally informed building's owner that her father was in nursing home and would not be returning to apartment, and that other disputed apartment was unoccupied for substantial portion of five months, and was subleased without authorization by rent-stabilized tenant not in primary residence for remainder of five-month period. Sharon Realty Co. v. Abrams (1 Dept. 1990) 167 A.D.2d 121, 561 N.Y.S.2d 209. Landlord And Tenant 353

Where occupant of apartment at no time had lease for unit and his brief occupancy, during relevant five-month period prior to submission of proposed offering plan by sponsors of cooperative conversion of residential apartment building, was subject to agreement to vacate, there was inadequate proof that he was bona fide tenant during that period of time; thus, department of law properly concluded that long-term vacancy existed, and that, where at least

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two other such vacancies existed, it could not determine that there were not excessive long-term vacancies. Magier v. Abrams (1 Dept. 1990) 162 A.D.2d 244, 556 N.Y.S.2d 604. Landlord And Tenant 353

Attorney General properly refused to accept for filing partnership's eviction plan for cooperative ownership of development in which it was long-term lessee, where prior to commencement of five-month period before such plan was filed there were 19 vacancies, and where the vacancies had only been reduced to 13, as required for acceptance of the plan, by fact that six tenants in development had moved from apartments occupied by them into the vacant apartments. Forest Vistas Co. v. Abrams (1 Dept. 1984) 103 A.D.2d 730, 478 N.Y.S.2d 303, affirmed 64 N.Y.2d 928, 488 N.Y.S.2d 648, 477 N.E.2d 1102. Landlord And Tenant 353

Vacancies in excess of 13.8 dwelling units in development partnership leased would be excessive, for purposes of determining if the Attorney General was required to accept for filing partnership's eviction plan of cooperative ownership for such development, where development consisted of 138 dwelling units, with an average vacancy rate for the previous two-year statutory period of 3.2%. Forest Vistas Co. v. Abrams (1 Dept. 1984) 103 A.D.2d 730, 478 N.Y.S.2d 303, affirmed 64 N.Y.2d 928, 488 N.Y.S.2d 648, 477 N.E.2d 1102. Landlord And Tenant 353

Attorney General has broad powers to effect remedial purposes of statute inhibiting warehousing of vacant apartments so as to reduce percentage requirement for conversion, and it is sponsor's burden to show absence of excessive vacancy factor. Harbor Tower, Inc. v. Abrams (1 Dept. 1981) 85 A.D.2d 558, 453 N.Y.S.2d 1, affirmed 56 N.Y.2d 740, 452 N.Y.S.2d 20, 437 N.E.2d 279, reargument denied 57 N.Y.2d 673, 454 N.Y.S.2d 1032, 439 N.E.2d 1247. Landlord And Tenant 353

29. Renewal of leases

Cooperative apartment corporation should not have been directed to renew lease on apartment described as "maid's room," for which no shares had been allocated, which allegedly comprised part of shareholder's residence; having failed to raise timely objection to terms of offering statement, shareholder could not complain that plan of cooperative conversion failed to reflect full extent of his interest in premises, and he could not have dual status of cooperator and rent-stabilized tenant. 10 West 66th Street Corp. v. New York State Div. of Housing and Community Renewal (1 Dept. 1992) 184 A.D.2d 143, 591 N.Y.S.2d 148. Landlord And Tenant 353

Tenant did not waive Martin Act defense, arising from building's conversion to cooperative ownership, in holdover proceeding by stipulating in prior proceeding that he and his wife would be given a two-year lease with a one-year renewal option, that he would have no further renewal rights, and that the apartment would be "destabilized"; landlord entered into new lease with tenant after the lease and renewal option provided for in the stipulation had been exhausted, and nothing in the stipulation waived the Martin Act rights which might arise from subsequently created tenancy. Arkansas Leasing Co. v. Gabriel, 2004, 3 Misc.3d 46, 779 N.Y.S.2d 710. Landlord And Tenant 361

Nonprimary residents and corporate residential tenants in building being converted to condominium ownership were entitled to a one-year renewal lease at a ten percent rental increase provided they accepted offer contained in offering plan prior to filing of second amendment which rescinded offer. 58 West 58th Street Tenant Ass'n v. 58 West 58th Street Associates, 1984, 126 Misc.2d 500, 482 N.Y.S.2d 952. Condominium 3

30. Declaratory judgment

If shares appurtenant to apartment had been sold to bona fide purchaser, estate of deceased tenant's remedies would be limited to damages, in estate's declaratory judgment action seeking declaration of right to purchase shares allocated to subject apartment and specific performance transferring shares to estate and issuing proprietary lease in accordance with offering plan. Russell v. Raynes Associates Ltd. Partnership (1 Dept. 1991) 166 A.D.2d 6, 569 N.Y.S.2d 409. Declaratory Judgment 384; Specific Performance 128(1)

Claim that sales of apartments used as offices did not count towards 15 percent requirement set forth in General

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McKinney's General Business Law § 352-eeee

Business Law for declaring condominium conversion effective was not a claim as to which declaratory relief could be granted where, subsequent to commencement of action, the Attorney General declared the conversion effective, pursuant to which tenants instituted an article 78 proceeding for judicial review of that determination. 58 West 58th Street Tenant Ass'n v. 58 West 58th Street Associates, 1984, 126 Misc.2d 500, 482 N.Y.S.2d 952. Declaratory Judgment 45

31. Injunction

Amendment to condominium conversion plan requiring occupants of apartments, which allegedly violated certificate of occupancy and building department regulations due to landlord's alterations, to vacate those apartments for "substantially comparable nonrenovated vacant unit" on another floor was not equivalent of "eviction" such as would satisfy irreparable harm requirement for issuance of permanent injunction; any necessity to vacate apartment based on purported illegality of unit would not be remedied by enjoining conversion, with or without which issue remained one between landlord and tenant. Ansonia Tenants' Coalition, Inc. v. Ansonia Associates, 1991, 151 Misc.2d 213, 573 N.Y.S.2d 211, affirmed 179 A.D.2d 594, 580 N.Y.S.2d 649. Landlord And Tenant 354

One of two cotenants in rent-stabilized apartment in building undergoing cooperative conversion pursuant to noneviction plan who did not wish to purchase cooperative shares but, rather, wanted to remain as rent-stabilized tenant, was not entitled to preliminary injunction preventing other cotenant from purchasing shares pursuant to subscription agreement signed only by latter; uncertainty as to parties' postclosing relationship gave rise to no threat of irreparable injury, and injunction would unfairly prevent purchase of shares at insider's price. Stuart v. One Sherman Square Associates, 1984, 123 Misc.2d 414, 473 N.Y.S.2d 669. Landlord And Tenant 354

McKinney's General Business Law § 352-eeee, NY GEN BUS § 352-eeee

Current through L.2006, chapter 744.

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EXHIBIT J

CERTIFICATION OF SPONSOR AND SPONSOR'S PRINCIPALS

CERTIFICATION OF SPONSOR AND SPONSOR'S
PRINCIPALS PURSUANT TO PART 20
OF THE REGULATIONS ISSUED PURSUANT TO
GENERAL BUSINESS LAW, ARTICLE 23-A,
AS AMENDED.

Dated: October , 2015

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

Re: 318 West 47th Street, New York, New York

We are the Sponsor and the principals of Sponsor of the condominium Offering Plan for the above captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Attorney General in Part 20 and such other laws and regulations as may be applicable.

We have read the entire Offering Plan. We have investigated the facts set forth in the Offering Plan and the underlying facts. We have exercised due diligence to form a basis for making this certification. We jointly and severally certify that the offering Plan does, and that all documents submitted hereafter by us which amend or supplement the Offering Plan will:

(1) set forth the detailed terms of the transaction and be complete, current and accurate;

(2) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(3) not omit any material fact;

(4) not contain any untrue statement of a material fact;

(5) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

(6) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(7) not contain any representation or statement which is false, where we: (i) knew the truth; (ii) with reasonable effort could have known the truth; (iii) made no reasonable effort to ascertain the truth, or (iv) did not have knowledge concerning the representations or statement made.

[SIGNATURE PAGE TO FOLLOW]

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

SPONSOR:

318 West 47th Street LLC

_____

By: Marc Shore
Title: Principal

_____

By: William Shore
Title: Principal

_____

By: Eric Schwartz
Title: Principal

_____

Marc Shore

_____

William Shore

_____

Eric Schwartz

Sworn to before me on this
____ day of March, 2016

_____

Notary Public

[3439-34/4741142/1]

EXHIBIT K

CERTIFICATE OF SPONSOR'S ARCHTECT

Certification of Sponsor's Architect Pursuant to
Section 20.4(c) of the Regulations Issued
Pursuant to General Business Law,
Article 23-A as Amended

Date: March 11, 2016

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

Re: The 318 West 47 Condominium

The Sponsor of the captioned property retained our firm to prepare a report disclosing the construction and/or renovation of the project (the "Report").

We prepared the architectural plans and specifications dated June 17, 2015 and prepared the Report dated March 11, 2016 a copy of which is intended to be incorporated into the Offering Plan so that prospective purchasers may rely on the Report.

I am a registered architect in the state in which the property is located.

I understand that I am responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Attorney General in Part 20 insofar as they are applicable to this Report.

I have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

I certify the Report does:

(1) set forth in narrative form the description and/or physical condition of the entire property as it will exist upon completion of construction and/or renovation, provided construction and/or renovation is in accordance with the plans and specifications that I prepared;

(2) in my professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description of the property as it will exist upon completion

of construction and/or renovation provided that construction and/or renovation is in accordance with the plans and specifications that I prepared;

(3) not omit any material fact;

(4) not contain any untrue statement of material fact;

(5) not contain any fraud, deception, concealment, or suppression;

(6) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(7) not contain any representation or statement which is false, where I: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representations or statement made.

I further certify that I am not owned or controlled by and have no beneficial interest in the Sponsor and that my compensation for preparing this Report is not contingent on the conversion of the property to condominium ownership or the profitability of price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

Name: William Leggio
Title: President, William Leggio Architect LLC

Sworn to before me this
13 day of November 2015

Notary Public



Architect's Stamp here

EXHIBIT L

CERTIFICATE OF ADEQUACY OF BUDGET

HOFFMAN MANAGEMENT 300 West 55th Street, Suite 2S New York, NY 10019 212.247.4975 FAX 212.262.6335

November 16, 2015

New York State Department of Law
Real Estate Financing Bureau
120 Broadway
New York, New York 10043

Re: 318 West 47 Condominium

Premises: 318 West 47th Street
New York, New York 10036

Dear Sir/Madam:

Sponsor of the condominium offering plan for the captioned property retained our firm, Hoffman Management, to review Schedules B and B-1, containing projections of income and expenses for the first year of condominium operations.

Our experience in this field includes management of the operation of comparable condominium and cooperative and rental properties in Manhattan for over 26 years. We currently manage and in the past have managed residential brownstone and conventional elevator and non-elevator apartment buildings which are either operated in the cooperative or condominium form of ownership or as rental properties. We currently manage over 50 properties, comprising approximately four thousand (4,000) residential and commercial units. Some of the properties that we manage or have managed are as follows:

1. 40 East 9th Street
   New York, New York

2. 370 Central Park West
   New York, New York

3. 280 Park Avenue South
   New York, New York

4. 325 West End Avenue
   New York, New York

5. 23 Waverly Place
New York, New York

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to Schedules B and B-1.

We have reviewed the Schedules and investigated the facts set forth in the Schedules and the facts underlying them with due diligence in order to form a basis for this certification. We also have relied on my experience in managing residential buildings.

We certify that the projections in Schedules B and B-1 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 operations.

We certify that the Schedules:

(i) set forth in detail the projected income and expenses for the first year of condominium operations;
(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operations;

(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 Sponsor. We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the income and expenses for the first year of condominium operations.

This certification is made under the 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.

Very truly yours,

By: Mark Hoffman
Title: Partner, Hoffman Management

Sworn to before me on this
17th day of November, 2015

Notary Public

NOAH DALE GORDON II
Notary Public, State of New York
No. 01NO6158064
Qualified in New York County
Commission Expires Dec. 18, 2016