COMMERCIAL CONDOMINIUM OFFERING PLAN FOR THE CORINTHIAN OFFICE CONDOMINIUMS

345 East 37th Street (a/k/a 330 East 38th Street), New York, New York 10016

TOTAL INITIAL OFFERING PRICE OF THE 32 OFFICE UNITS OFFERED FOR SALE HEREBY IS $106,128,335.

(The 32 Office Units initially being offered hereunder are located within The Corinthian, an existing condominium which includes, in addition to the 32 Office Units, 1 Garage Unit and 835 Residential Units, which Garage Unit and Residential Units are not owned by Sponsor and are not the subject of this offering.)

Sponsor
345 East 37th Street Property Owner, L.L.C.
c/o 60 Guilders, LLC
370 7th Avenue, Suite 1400
New York, New York 10001

Selling Agent
Rudder Property Group
c/o 60 Guilders, LLC
370 7th Avenue, Suite 1400
New York, New York 10001

Date of Acceptance for Filing: August 18, 2016.

The term of the initial offering of this Plan commenced on August 18, 2016 and expires on August 17, 2017, unless said date is extended in a duly filed amendment.

SEE PAGE vii FOR SPECIAL RISKS TO PURCHASERS.

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

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

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

TABLE OF CONTENTS

PART I

Page

SPECIAL RISKS TO BE CONSIDERED BY PURCHASERS vi
1 Use Provisions vi
2. Purchaser Deposits; Defaults by Purchasers vii
3. No Financing Contingency viii
4. Liquidated Damages ix
5. Condominium Board; No Control by Office Board or Office Unit Owners ix
6. Office Board; Control By Sponsor; First Annual Office Meeting x
7. Availability of Mortgages xii
8. Additional Building Work xii
9. First Office Closing xii
10. Prohibition Against Advertising xiii
11. No Bond or Other Security xiii
12. Sponsor's Right to Lease Unsold Office Units; Sponsor's Loan xiv
13. Changes in the Garage Unit and the Residential Units xiv
14. Transfer Taxes xv
15. "AS IS" Condition/No Warranty xv
16. Reserve Fund/Working Capital Fund xvi
17. Real Estate Taxes xvii
18. Closing Fees and Costs xvii
19. Insurance xvii
20. Waiver of Diplomatic or Sovereign Immunity xviii
21. Increase or Decrease in Common Interest xix
22. Windows xix
23. Heat xix
24. Building Mechanical Equipment xx
25. Floor Area xx
26. Managing Agent xxi
27. Use of The Corinthian Club xxi
28. Sponsor's Use of the Office Section for Promotional Functions xxii
29. Waiver of Collection of Office Common Charges by Sponsor xxii
30. Certification by Sponsor and Sponsor's Principals xxiii
31. Special Allocation of Certain Common Expenses xxiii
32. Existing Leases xxiv
33. No Rights to Continued Occupancy xxv
34. Managing Agent xxv
35. Certificate of Occupancy xxv
36. Building Installations xxv
37. Accountant's Certified Statements of Operation xxvi
A. INTRODUCTION 1
1. The Property 2
2. Features of Condominium Ownership 4
3. Offering of Units for Sale 8
4. Certain Definitions 10

B. DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS 17
1. The Building 17
2. First Office Closing 19
3. Office Units 20
4. Residential Units and Garage Unit 20
5. Terraces 21
6. Common Elements 21
7. Available Services and Facilities 22
8. General Provisions Concerning Services and Facilities 23
C. LOCATION AND AREA INFORMATION 24
1. Location and Services 24
2. Zoning 25
D. SCHEDULES AND NOTES 26
1. SCHEDULE A 26
NOTES TO SCHEDULE A 28
2. SCHEDULE B-1 32
NOTES TO SCHEDULE B-1 33
3. SCHEDULE B-2 40
SCHEDULE C-1 41
E. COMPLIANCE WITH REAL PROPERTY LAW SECTION 339(i) 43
F. CHANGES IN PRICES AND UNITS: OFFICE UNITS 44
G. ACCOUNTANT'S CERTIFIED STATEMENTS OF OPERATION 47
H. EXISTING LEASES AND TENANTS 85
I. INTERIM LEASES 87
J. PROCEDURE TO PURCHASE 89
1. Execution of Documents 89
2. Deposits/Escrow 90
3. Date of the First Office Closing; Closing Notices 94
4. Default 94
5. Risk of Loss 95
6. No Financing Contingency 96
7. Transfer Taxes 96
8. Mortgage Tax Credit 97
9. Foreign Missions; Required Notification and Waiver of Diplomatic or Sovereign Immunity 97
10. Notice of Effectiveness 98
K. ASSIGNMENT OF AGREEMENTS 99
L. EFFECTIVE DATE 100
M. TERMS OF SALE 102
1. Prerequisites to Closing of Title 102
2. Closing of Title; Payment of Balance of Purchase Price 102
3. Tax Returns and Office Unit Power of Attorney 103
4. Tax-Deferred Exchanges 103
5. Risk of Loss 104
6. Sponsor's Loan 104
N. UNIT CLOSING COSTS AND ADJUSTMENTS 105

O. RIGHTS AND OBLIGATIONS OF SPONSOR....110
P. CONTROL BY SPONSOR....118
Q. THE CONDOMINIUM BOARD....122
1. General....122
2. Powers and Duties of and Determinations by Condominium Board....122
3. Meetings and Votes of Unit Owners....123
4. Officers....123
5. Liability of the Condominium Board and the Unit Owners....124
R. THE OFFICE BOARD....125
1. General....125
2. Powers and Duties of and Determinations by Office Board....127
3. Meetings and Votes of Unit Owners....127
4. Officers....127
5. Liability of the Office Board and the Office Unit Owners....128
S. RIGHTS AND OBLIGATIONS OF THE UNIT OWNERS AND THE BOARDS....129
1. Sales and Leases of Office Units....129
2. Use of Office Units....129
3. General Provisions with Respect to Use....130
4. Mortgage of Units by Office Unit Owners....130
5. Common Charges: Determination and Assessment; Special Assessments....130
6. Collection and Lien for Non-Payment of Common Charges....131
7. Borrowing by Condominium Board....132
8. Borrowing by the Office Board....133
9. Repairs to and Maintenance of Units and Common Elements....134
10. Representation on Condominium Board....135
11. Alterations and Improvements of Office Units....135
12. Alterations and Improvements of Common Elements....137
13. Rights of Access....139
14. Compliance with Terms of Declaration, Condominium By-Laws, and Office By-Laws....139
15. Repair or Reconstruction after Fire or Other Casualty....139
16. Insurance....140
17. Liability of Office Board and Office Unit Owners....142
18. Amendments to Declaration, Condominium By-Laws, and Office By-Laws....142
19. Termination of Condominium....142
20. Office Units Acquired by the Office Board....143
21. Procedure to Review Real Estate Tax Assessments....144
22. Mechanics' Liens....144
23. Easements....144
24. Signage....145
T. REAL ESTATE TAXES....146
U. INCOME TAX DEDUCTIONS TO OFFICE UNIT OWNERS AND TAX STATUS OF CONDOMINIUM....148
V. OPINIONS OF COUNSEL....152

W. RESERVE FUND 165
X. WORKING CAPITAL FUND 166
Y. MANAGEMENT AGREEMENT AND CONTRACTS 168
Z. IDENTITY OF PARTIES 170
1. Sponsor 170
2. Attorneys for Sponsor 170
3. Selling Agent 170
4. Managing Agent 171
5. Budget Expert 171
6. Real Estate Tax Consultant 171
7. Architect/Engineer 172
AA. REPORTS TO UNIT OWNERS 173
BB. DOCUMENTS ON FILE 174
CC. GENERAL 175
DD. RESERVATION OF AIR AND DEVELOPMENT RIGHTS 177
EE. SPONSOR'S STATEMENT OF BUILDING CONDITION 178

PART II

EXHIBIT			PAG
1.		AGREEMENT	
	A.	FORM OF REQUEST FOR TAXPAYER IDENTIFICATION NUMBER	
	B.	FORM OF CERTIFICATE OF FOREIGN STATUS	
2.		FORM OF OFFICE UNIT POWER OF ATTORNEY	
3.		FORM OF OFFICE UNIT DEED	
4.		DESCRIPTION OF PROPERTY AND BUILDING CONDITION	
5.		FLOOR PLANS	
6.		DECLARATION	
7.		CONDOMINIUM BY-LAWS	
8.		OFFICE BY-LAWS	
9.		CERTIFICATIONS	
	A.	SPONSOR AND PRINCIPALS	
	B.	SPONSOR'S ENGINEER (OR ARCHITECT)	
	C.	SPONSOR'S EXPERT CONCERNING ADEQUACY OF BUDGET	
	D.	SPONSOR'S EXPERT CONCERNING ADEQUACY OF COMMON CHARGES PAYABLE BY THE RETAIL UNIT OWNER AND THE OFFICE UNIT OWNER	
10.		LEAD PAINT REPORTS	
11.		FAÇADE REPORT	
12.		ASBESTOS REPORT	

SPECIAL RISKS TO BE CONSIDERED BY PURCHASERS

1. Use Provisions

345 East 37th Street Property Owner, L.L.C., with an address at c/o 60 Guilders, LLC, 370 7th Avenue, Suite 1400, New York, New York 10001 (the "Sponsor") is currently (as of the initial filing date of this offering plan (the "Plan")) the owner of the office unit (the "Single Office Unit") at The Corinthian Condominiums (the "Condominium"), located at 345 East 37th Street (a/k/a 330 East 38th Street), New York, New York 10016. The Condominium is currently (as of the initial filing date of this Plan) comprised of, in addition to the 1 Office Unit owned by Sponsor, 835 Residential Units (the "Residential Units"), 1 Garage Unit (the "Garage Unit") and various common elements (the "Common Elements") more particularly described herein. Neither the Residential Units nor the Garage Unit are owned by Sponsor, and none of such Units are offered for sale hereunder. Sponsor intends to subdivide the Single Office Unit into thirty-two (32) individual office units (the "Office Units") to be offered for sale hereunder. The Residential Units the Garage Unit and the Office Units are collectively referred to herein as the "Units" and individually as a "Unit". The Office Units and the Garage Unit are collectively referred to herein as the "Office Units." The Office Units together with the Common Elements which serve or benefit exclusively all or a combination of the Office Units or the Office Unit Owners as more particularly described in the Declaration (the "Office Common Elements"), along with the Common Elements which are exclusively appurtenant to an Office Unit, as more particularly described in the Declaration (the "Office Limited Common Elements"), are collectively referred to herein as the "Office Section."

The Condominium was originally formed by 645 First Avenue Manhattan Company (the "Original Declarant") by, among other things, filing a declaration and by-laws dated December 18, 1987 and recorded on April 14, 1988, in the Land Records Division, New York County, Reel 1389, Page 1469, as amended by the First Amendment to Declaration dated March 28, 1989 and recorded in the Land Records Division, New York County, on June 28, 1989 in Reel 1593, Page 2059, as further amended by that certain Second Amendment to the Declaration dated November 9, 1992, and recorded in the Land Records Division, New York County on December 2, 1992 in Reel 1923, Page 1938, and as further amended by that certain Third Amendment to Declaration dated May 6, 2009 and recorded in the New York County Office of the Register of the City of New York on July 7, 2009 as CRFN 2009000204685 (as amended, the "Original Declaration" and "Original Condominium By-Laws"). The offering plan for the Condominium was originally accepted for filing on October 16, 1986 under file number CD86-0207. A copy of the Condominium's offering plan and all filed amendments are available for inspection with the New York State Department of Law.

As of the initial date of filing of this Plan, the Single Office Unit contains thirty-two (32) office spaces, which are rented by Sponsor to various commercial tenants. Prior to the first closing of an Office Unit hereunder (the "First Office Closing"), Sponsor shall cause the Single Office Unit to be subdivided into the thirty-two (32) Office Units, by recording an amended and restated version of the Original Declaration and Original Condominium By-Laws (such amended and restated documents being referred to herein as the "Declaration" and "Condominium By-Laws", respectively) and the floor plans covering the Building (the "Floor Plans") to reflect the existence of the Office Units offered hereunder and to include sub-by-laws (the "Office By-

Laws") governing the affairs and operation of The Corinthian Office Condominiums by a sub-board (the "Office Board.

The Office Units may generally be used for lawful business or professional purposes. The board of managers of the Office Section (the "Office Board"), pursuant to the sub-by-laws governing the Office Section (the "Office By-Laws"), shall have the right, from time to time, to enact certain rules and regulations (the "Office Rules and Regulations") governing the use of the Office Units, in order to, among other things, ensure that no use of an Office Unit by an Office Unit Owner (or its tenants) interferes with the ability of other Office Unit Owners (or their tenants) to fairly access and use (as determined by the Office Board, in its sole discretion) all or any portion of the Office Common Elements and/or Office Limited Common Elements. Notwithstanding anything contained herein to the contrary, Sponsor (and its designees) may, without the permission of any Board or any other Person, use any Unsold Office Unit (as hereinafter defined) for any lawful business or professional purpose, including, without limitation, as models and sales and/or promotion offices in connection with the sale or rental of such Units. No income derived from any use of an Office Unit (other than Office Common Charges and other fees due the Office Board pursuant to the Declaration, Condominium By-Laws, and Office By-Laws, which may constitute income to the Office Board) will constitute income to the Office Board or Office Unit Owners.

Pursuant to the Declaration and Condominium By-Laws, the Residential Units (not offered hereby) may generally be used as residences only, except that any Residential Unit may be used for professional offices with the prior written consent of the Condominium Board, not to be unreasonably withheld, and to the extent permitted by law, any Residential Unit may be used for any ancillary use, such as a permissible home occupation; and the Garage Unit (not offered hereby) may generally be used only for lawful business or professional purposes. No representation or warranty is made with respect to any actual uses of the Residential Units or the Garage Unit or with respect to who the owner or tenant(s) of such Units may be at any time.

(See the Section of this Plan entitled "Rights and Obligations of the Unit Owners and the Boards" for further discussion.)

2. Purchaser Deposits; Defaults by Purchasers

At the time an agreement for the purchase of an Office Unit (an "Agreement" or "Purchase Agreement") is executed, the Purchaser thereunder is required to make a payment in an amount equal to 10% of the purchase price set forth therein (the "Deposit"). Notwithstanding the foregoing, if a Purchaser is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity), such Purchaser will be required to make a Deposit equal to 50% of the applicable purchase price. All Deposits or advances made by Purchasers prior to closing of each individual transaction will be placed, within 5 business days after the Agreement is signed by all necessary parties, or within 5 business days after receipt, in the case of Deposits or advances made subsequent to the execution of the Agreement, in a segregated special escrow account (the "Escrow Account") of Kramer Levin Naftalis & Frankel LLP, with an address at 1177 Avenue of the Americas, New York, New York 10036. The Escrow Account, established at M&T Bank, 11 West 42nd Street, New York, New York

10036 (the "Bank"), is federally insured by the FDIC at the maximum amount of $250,000 per deposit (the FDIC limit in effect as of the filing date hereof). Deposits made by a Purchaser in excess of $250,000 (or the FDIC limit in effect from time to time) in the aggregate in connection with the purchase of a Unit or Units will not be federally insured. Purchasers are also advised that if a Purchaser has any additional accounts at the same bank where the Deposit is held, the funds in said accounts will be added together with the Deposit held in escrow and the aggregate of all the funds held at such bank will only be insured up to the FDIC's maximum coverage.

In the event a Purchaser defaults under an Agreement, **time being of the essence** with regard to the obligations of the Purchaser thereunder, and does not cure such default within 30 days after Sponsor gives notice to the Purchaser of such default, Sponsor, at its option, (i) may cancel such Agreement and retain as liquidated damages the Deposit made by the Purchaser, together with all interest earned thereon; or (ii) bring an action against the Purchaser for specific performance, in which event the Purchaser could be compelled to complete the purchase of the Unit. If Sponsor elects to cancel such Agreement, all rights, obligations and liabilities of Sponsor and the Purchaser to each other shall cease and terminate and Purchaser shall have no further liability to Sponsor in respect of the Agreement (except for those matters expressly specified therein or herein to survive the termination thereof); however, such Purchaser shall not have any right whatsoever to the return of all or any portion of its Deposit (or any interest thereon). The payment of the deposit (including all interest) as liquidated damages is not intended to be a forfeiture or penalty, but is intended to constitute liquidated damages to Sponsor. Additionally, if a Purchaser fails for any reason to close title on the originally scheduled closing date and Sponsor elects not to cancel the Agreement: (a) the closing apportionments to be made at the closing will be made as of midnight of the day preceding the originally scheduled closing date; and (b) the Purchaser will be required to pay to Sponsor an amount equal to 0.04% of the purchase price of the Unit(s) in question for each day that the closing is adjourned. Purchasers are advised that notwithstanding the foregoing, nothing herein shall be deemed to grant Purchaser any right of rescission and/or any right to the return of all or any portion of a Deposit except as expressly set forth in the Plan.

(<u>See</u> the Section of this Plan entitled "Procedure to Purchase" for further discussion.)

3. <u>No Financing Contingency</u>

A Purchaser may obtain financing from any lending institution or other source, but the Purchaser's obligation to purchase an Office Unit pursuant to an Agreement shall not be contingent on the Purchaser obtaining such financing, so that a Purchaser will remain obligated under the Agreement whether or not such Purchaser has been able to obtain financing. Neither Sponsor nor Selling Agent makes any representation whatsoever as to the terms or availability of any mortgage or other financing. Prospective Purchasers should be aware that even if a loan commitment is obtained, its term may be limited and it could expire before the closing date, and Sponsor shall have no liability as a result of any scheduling, rescheduling or adjournment of closing beyond the expiration of a loan commitment. Purchasers seeking financing in connection with their purchase of a Unit hereunder are advised to consult with a lending institution before executing an Agreement. (<u>See</u> the Section of this Plan entitled "Procedure to Purchase" for further discussion.)

4. Liquidated Damages

The Deposit, and all other amounts paid by a Purchaser to Sponsor pursuant to the Agreement and/or the Plan in connection with the purchase of a Unit, shall be such Purchaser's own funds (and not a third party's). In the event of a default by Purchaser under the Agreement and the election by Sponsor to terminate the Agreement and retain the Deposit as its remedy (in lieu of the remedy of specific performance described in Special Risk 2 above), the Deposit previously paid (together with any interest thereon) shall be retained by Sponsor (subject to the terms of the Plan), as liquidated damages, it being acknowledged and agreed by Sponsor and each Purchaser that it would be impractical and/or extremely difficult to fix or establish the actual damage sustained by Sponsor as a result of such a default by a prospective Purchaser, and that the Deposit (including all interest) shall constitute and be deemed to be the reasonable and agreed upon liquidated damages of Sponsor in respect of the possible loss of a timely closing, the possible fluctuation of values, additional carrying costs of the Unit and other expenses that may be incurred and shall be paid by Purchaser to and retained by Sponsor. In such case, and only in such case, Purchaser shall have no further liability to Sponsor in respect of the Agreement (except for those matters expressly specified therein or herein to survive the termination thereof); however, such Purchaser shall not have any right whatsoever to the return of all or any portion of its Deposit (or any interest thereon). The payment of the Deposit (including all interest) as liquidated damages is not intended to be a forfeiture or penalty, but is intended to constitute liquidated damages to Sponsor. (See the Section of this Plan entitled "Procedure to Purchase" for further discussion.)

5. Condominium Board; No Control by Office Board or Office Unit Owners

The powers and duties necessary for or incidental to the administration of the affairs of the Condominium are vested in the Condominium Board. As more particularly set forth in the Office Subdivision Amendment, a separate board of managers, the Office Board, shall have the power and authority to govern the exclusive affairs of the Office Section.

As set forth in the Declaration and Condominium By-Laws, the Condominium Board is comprised of twelve (12) members, as follows: (a) nine (9) members elected by the Residential Unit Owners, referred to herein as the "Residential Members", and collectively as the "Residential Committee"; (b) two (2) members designated by the Office Board and referred to herein as the "Office Members"; and (c) one (1) member elected by the Garage Unit Owner and referred to herein as the "Garage Member". The Office Members and the Garage Member shall be referred to herein as the "Commercial Members", and collectively as the "Commercial Committee." The Residential Committee generally makes determinations and undertakes certain of the tasks of the Condominium Board to the extent the same affect only the Residential Units and the Common Elements appurtenant thereto (the "Residential Limited Common Elements", which together with the Residential Units are referred to herein as the "Residential Section"); and the Commercial Committee generally makes determinations and undertakes certain of the tasks of the Condominium Board to the extent the same affect only the Office Section (comprising of the Office Units, the Office Common Elements, and the Office Limited Common Elements) and the Garage Unit. **Accordingly, although, as of the First Office Closing, the Office Section will control the Commercial Committee, the Office Section will never control a majority vote on the Condominium Board.**

Office Unit Owners shall not be entitled to vote in their individual capacities as Unit Owners at any meeting of the Condominium Board. Until such time as none of Sponsor, its designee or any other Unsold Office Unit Owner owns any Office Units, the Office Board members also serving as the Office Members on the Condominium Board, shall at all times be the Office Board members designated by Sponsor, its designee or any Unsold Office Unit Owner. After Sponsor or its designee or other Unsold Office Unit Owner is no longer entitled to designate any members of the Office Board, and all such members are elected by the Office Unit Owners, the two (2) Office Board members with the longest term of office shall serve as the Office Members on the Condominium Board.

As more fully set forth (and except as may otherwise be provided) in the Declaration and Condominium By-Laws, all determinations required to be made by the Condominium Board, the Residential Committee or the Commercial Committee shall be by a majority of the votes cast at any meeting at which a quorum is present.

(See the Section entitled "The Condominium Board" in Part I of this Plan for further discussion.)

6. <u>Office Board; Control By Sponsor; First Annual Office Meeting</u>

Until the first annual meeting of Office Unit Owners (the "First Annual Office Meeting"), the Office Board shall consist of three persons designated by Sponsor. The First Annual Office Meeting shall be held not later than 30 days following the earlier to occur of: (i) the fifth anniversary of the first closing of title to an Office Unit by Sponsor pursuant to an Agreement (the "First Office Closing"); or (ii) the closing by Sponsor of title to Office Units representing at least 90%, both in number and in aggregate Common Interests, of all Office Units to Purchasers; and at such meeting, the incumbent three-member Office Board designated by Sponsor will resign and a new Office Board, consisting of five members, will be elected and/or designated by the Office Unit Owners and Sponsor, as the case may be, as described below. Because Sponsor reserves the unconditional right to rent or lease the Units, there is no commitment to sell more Units than the fifteen percent (15%) necessary to declare this Plan effective and owner occupants may never gain effective control and management of the Office Section.

At meetings of the Office Unit Owners, Sponsor will have the right to vote all of the Common Interests appurtenant to the Office Units owned by Sponsor as it sees fit. In addition, at elections of members of the Office Board held before the expiration of the Initial Office Control Period (as hereinafter defined), Sponsor and/or its designee shall have the right to designate three members of the five-member Office Board, who may be persons related to or affiliated with Sponsor, such designee or other Unsold Office Unit Owners and Sponsor, such designee and all other Office Unit Owners shall have the right to elect the remaining two members of the Office Board who shall not be related to or affiliated with Sponsor, such designee or other Unsold Office Unit Owners. The "Initial Office Control Period" means the period ending upon the later to occur of the fifth anniversary of the First Office Closing or the closing of title to Office Units representing at least 90%, both in number and in aggregate Common Interests of all Office Units. **Purchasers are advised that, as a result of the foregoing, Sponsor could control both the Office Board for at least five (5) years after the First Office Closing, even if Sponsor no longer owns any Office Units at such time.**

At elections of members to the Office Board held after the expiration of the Initial Office Control Period but while Sponsor and/or its designee still owns at least one Office Unit, Sponsor and/or its designee shall have the right to designate two (2) members of the Office Board, who may be persons related to or affiliated with Sponsor, such designee or other Unsold Office Unit Owner; and Sponsor, such designee and all other Office Unit Owners shall have the right to elect the remaining three (3) members of the Office Board who shall not be related to or affiliated with Sponsor, such designee or other Unsold Office Unit Owner. Additionally, until such time as none of Sponsor, its designee or any other Unsold Office Unit Owner owns any Office Units, the Office Board members also serving as the Office Members on the Condominium Board, shall at all times be the Office Board members designated by Sponsor, its designee or any Unsold Office Unit Owner.

The Office By-Laws do not include a provision that after the expiration of the Initial Office Control Period (as hereinafter defined) a majority of the Office Board must be Office Unit Owner-occupants or members or employees of an Office Unit Owner who are unrelated to Sponsor and its principals. Office Unit Owner-occupants and non-occupant Office Unit Owners, including Sponsor, may have inherent conflicts on how the Office Section should be managed because of their different reasons for purchasing, i.e., purchase as an office as opposed to as an investment.

In addition, because Sponsor reserves the unconditional right to rent or lease the Office Units, there is no commitment to sell more Office Units than the fifteen (15%) percent necessary to declare this Plan effective, and thus, the First Annual Office Meeting may never occur and the Office Unit Owner-occupants may never gain effective control and management of the Office Board.

Sponsor, for as long as it controls the Office Board and/or the Commercial Committee, will be able to control the maintenance and operation of, and the services to be provided by, the Office Board and/or the Commercial Committee, as the case may be, and also the determination of Office Common Charges and Office Common Charges, as the case may be, to be paid by Office Unit Owners. Prospective Purchasers should be advised that Office Unit Owners, Office Unit occupants and non-occupant Office Unit Owners, including Sponsor, may have inherent conflicts on how the Office Section and the Office Section should be managed because of their different reasons for purchasing, i.e., for use as an office as opposed to as an investment.

Sponsor may not exercise veto power over expenses described in Schedule B-1 or B-2, or over expenses required to comply with any Legal Requirements applicable to the Office Section or Building, or to remedy any notice of violation entered against the Office Section or the Building or to comply with any proper work order by an insurer of the Office Section or the Building. Sponsor may, however, exercise veto power over expenses other than those described in the preceding sentence, to the extent provided in the Plan, for a period ending not more than five (5) years after the First Office Closing or whenever the Unsold Office Units constitute less than 25% of the Common Interest of all Office Units, whichever is sooner.

(See the Section of this Plan entitled “Control by Sponsor” for further discussion.)

7. Availability of Mortgages

Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of units in a building or group of buildings be sold before a lender will consider making a loan. Thus, it may be possible for a purchaser to experience difficulty obtaining a loan in a building or group of buildings where the sponsor or holder of unsold shares has not sold a substantial percentage of the units in the building or group of buildings, which percentage 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 a unit if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions.

(See the Section of this Plan entitled "Procedure to Purchase" for further discussion.)

8. Additional Building Work

For a period of time following the First Office Closing (through, including and beyond the closing of title to any particular Purchaser's Office Unit), work should be expected to be undertaken and continue by or on behalf of individual Office Unit Owners within their Office Units. Accordingly, for an extended period of time following the First Office Closing, construction workers and related personnel of Office Unit Owners, and others will be at the Property performing renovation work, making adjustments and performing various other tasks related to the completion of the renovation, fitting out of, and moving into, the Office Units. Various systems, to the extent the same are provided in the Office Units, including, but not limited to, water supply, heating, gas, electric, ventilating and other systems may be impacted by any such work. In such an event, the elevators may be taken out of service and diverted to facilitate the renovation. All of the foregoing work by Office Unit Owners and conditions resulting from same may create a noisy and otherwise disruptive condition in the Building during the period such work is being performed. Sponsor shall have no liability whatsoever as a result of any work undertaken by or on behalf of individual Office Unit Owners within their Office Units.

Further, the Condominium Board, the Office Board and/or Sponsor may refuse to permit an Office Unit Owner to perform certain alterations in an Office Unit. Even where such alterations are permitted, the Condominium Board, the Office Board and/or Sponsor (in Sponsor's sole and absolute discretion), may impose conditions and deadlines upon the planning, performing and completion of such work.

(See the Section of this Plan entitled "Description of the Property and Improvements" for further discussion.)

9. First Office Closing

As of the date of filing of this Plan with the Department of Law, Sponsor anticipates that the first closing of title to a Unit hereunder (the "First Office Closing") will occur by January 1, 2017. 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 Office Unit or otherwise be relieved from any obligations under the Agreement, in the event that the First Office Closing occurs earlier or later than such date or in the event that the closing of title to such Purchaser's Office Unit is accelerated, delayed or postponed by Sponsor, provided, however, that in the event the actual or anticipated commencement date of the projected First Year of Office Section Operation (initially anticipated to be January 1, 2017 through December 31, 2017) is to be delayed by six months or more, Sponsor will amend the Plan to include a revised Office Section budget with current projections and if: (i) the amended budget exceeds the projected budget set forth herein by 25% or more; or (ii) the actual date of the First Office Closing occurs later than January 1, 2018, twelve months after the initial projected date for the First Office Closing (provided that if the Plan is amended to provide for a later projected First Year of Office Section Operation or First Office Closing, Purchasers will be entitled to an offer of rescission only if the First Office Closing occurs more than twelve months beyond that amended, later date), then in either case Sponsor will offer all Purchasers (other than Purchasers who are then in default beyond any applicable grace period under their Agreements, if the Plan has been declared effective) the right to rescind their Agreements within not less than 15 days after the presentation date of the amendment containing such revised budget or after such 12-month period, as the case may be, and any Purchasers electing rescission pursuant to such offer will have their Deposit and any interest accrued thereon returned. Purchasers' rights as described in the preceding sentence are in lieu of any other rights or remedies which may be available pursuant to any applicable law, regulation, statute or otherwise, all of which shall be deemed to have been waived by all Purchasers. As set forth in the Section of this Plan entitled "Effective Date," no closing of title to any Office Unit will take place prior to the Plan being declared effective.

However, if the First Office Closing occurs before January 1, 2017, (or, as applicable, such other amended, later projected First Office Closing date) or within the twelve (12) month period thereafter, Sponsor may schedule the closings to title to other Office Units significantly later than such date. Unless an Agreement contains an outside closing date, Sponsor is not obligated to schedule a Purchaser's closing within any specified timeframe or to ensure that the closing of title to an Office Unit will occur within any specified timeframe or by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE AN OFFICE UNIT.

(See the Section of this Plan entitled "Introduction" for further discussion.)

10. Prohibition Against Advertising

Purchasers are prohibited from listing their Office Units for resale with any broker or otherwise advertising, promoting or publicizing the availability of their Office Units for sale prior to the closing of title thereto. (See the Section entitled "Procedure to Purchase" in Part I of the Plan and Exhibit 1 in Part II of the Plan for further information.)

11. No Bond or Other Security

No bond or other security has been posted by Sponsor to secure its obligation to pay Common Charges, special assessments or real estate taxes with respect to the Unsold Office

Units. Sponsor represents that it has the financial resources to pay such amounts with respect to the Unsold Office Units and agrees to pay such amounts. (See the Section entitled "Rights and Obligations of Sponsor" in Part I of the Plan for further discussion.)

12. Sponsor's Right to Lease Unsold Office Units; Sponsor's Loan

Sponsor will endeavor in good faith to sell rather than lease the Office Units in a reasonably timely manner, but nevertheless, reserves the unconditional right, prior to the date of closing title to an Office Unit, to rent or lease such Office Unit to Purchasers and others. There are no limitations of any kind on Sponsor's right to rent rather than sell Office Units. As a result, Purchaser may be acquiring an Office Unit that has been previously occupied, but, unless otherwise specifically agreed to in writing by Sponsor and such Purchaser, and subject to the terms of any Existing Leases, such Office Unit will be delivered at closing free and clear of all leases and tenancies. In addition, because Sponsor has the unconditional right to rent or lease the Units, there is no commitment to sell more units than the 15% of Units necessary to declare the Plan effective and owner-occupants may never gain effective control and management of the Office Section.

If Sponsor agrees to lease a vacant Office Unit, the lease will be for a rent and upon such other terms and conditions as may be agreed upon by Sponsor and the tenant; provided, however, that in the case of an interim lease to a Purchaser, such lease will provide that an uncured default by the Purchaser under the Agreement (that is, a default not cured within 30 days after the sending of written notice thereof) will constitute a default under the lease entitling the landlord (i.e., Sponsor), at its sole option, to immediately terminate such lease. (See the Sections of this Plan entitled "Interim Leases" and "Rights and Obligations of Sponsor" for further discussion.)

Sponsor has obtained a loan ("Sponsor's Loan") from Manufacturer's and Traders Trust Company ("Sponsor's Lender") in the aggregate maximum amount of $32,750,000.00. Pursuant to the loan documents executed in connection therewith ("Sponsor's Loan Documents"), Sponsor's Loan has a maturity date of September 1, 2019. Payments are of interest only on a monthly basis based on the outstanding amount of said loan from time to time. Since Sponsor's Loan will not be satisfied at or prior to the First Office Closing, at or prior to the First Office Closing, Sponsor's Lender will either (i) consent to the subdivision of the Office Unit and the formation of the Office Section and acknowledge that its lien will be limited to Unsold Office Units; or (ii) subordinate the lien of its mortgage to the Office Subdivision Amendment and, at each applicable closing, after payment of the minimum release price set forth in Sponsor's Loan Documents, release its lien on the Office Unit then being conveyed and its interest in the Common Elements. There are no restrictions in Sponsor's Loan Documents on the number of Units which Sponsor may lease, rather than sell, or on the number of Units which Sponsor must sell in order to declare the plan effective.

(See the Section of this Plan entitled "Terms of Sale" for further discussion.)

13. Changes in the Garage Unit and the Residential Units

Pursuant to the Declaration and Condominium By-Laws, the Garage Unit Owner generally has the right to alter, divide, subdivide and combine portions of its Garage Unit.

Pursuant to the Declaration and Condominium By-Laws, the Residential Unit Owners generally have the right to alter their Units, except that any alteration of a structural nature or involving installation of appliances requires the consent of the Residential Committee. Any alteration by a Garage Unit Owner or a Residential Unit Owner shall be subject to the provisions of the Declaration and Condominium By-Laws with respect to the same. (See the Section of this Plan entitled "Garage Unit and Residential Units" for further discussion.)

14. Transfer Taxes

Purchasers shall be obligated (as is customary in condominium offerings) to pay at the closing of title to their Unit(s) the New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax, notwithstanding the fact that these taxes are, by law the primary obligation of the seller. For purposes of calculating the transfer taxes payable, the amounts of such taxes will be included in the consideration subject to such tax. Currently, for the purchase of a commercial unit such as the Office Units, the New York City Real Property Transfer Tax is 1.425% of the consideration paid for a Unit if such consideration is $500,000 or less and 2.625% of the consideration if such consideration is more than $500,000; and the New York State Real Estate Transfer Tax is presently $2 for each $500 (or fractional part thereof) of the consideration paid for a commercial unit. Additionally, Purchaser shall be required to pay various other additional closing costs, fees and adjustments.

The purchase price, together with transfer taxes and any other consideration or amounts payable by Purchasers which are the obligation of Sponsor, will be added together by the New York State Department of Taxation and Finance and the New York City Department of Finance or, collectively, the "taxing authorities" to arrive at total consideration for transfer tax purposes. However, Sponsor makes no representation regarding the calculation of such taxes or of the "consideration" upon which the taxing authorities may base such taxes and shall have no liability with respect thereto. Purchasers should consult with their own counsel and/or tax advisors.

In addition to the New York City Real Property Transfer Tax and the New York State Real Estate Transfer Tax, Purchasers shall also be obligated to pay at closing any tax on the transfer of a Unit enacted after the date of this Plan (any such tax, an "Additional Tax"), regardless of whether such Additional Tax is by law the primary obligation of the seller or Purchaser. Sponsor will amend the Plan to disclose the enactment of any Additional Tax; provided, however, that Purchasers shall be required to pay such Additional Tax at closing regardless of whether the Plan amendment disclosing the same has been accepted for filing by the date of such closing. The enactment of an Additional Tax and any amendment of the Plan to provide for the inclusion thereof shall not give rise to any right of rescission or recourse of any kind.

(See the Section entitled "Unit Closing Costs and Adjustments" in Part I of the Plan for further discussion).

15. "AS IS" Condition/No Warranty

Each Office Unit offered hereby and the Common Elements appurtenant thereto as well as the fixtures and personal property contained therein, are being sold and delivered "AS IS," in

the condition in which they exist at the time a Purchaser closes title to his or her Office Unit and subject to (a) the terms of any Existing Lease (as hereinafter defined); (b) any changes made to the Office Unit relating to or resulting from any tenancy in the Office Unit between the date of the Purchase Agreement and closing; and (c) Sponsor's right to make changes to Office Units and the Common Elements as set forth in this Plan; unless Sponsor and the Purchaser of an Office Unit otherwise agree in writing. The Purchaser of an Office Unit shall inspect such Office Unit prior to executing a Purchase Agreement. Additionally, prior to executing a Purchase Agreement for an Office Unit, Purchasers should carefully review the Description of Property and Building Condition, the Lead Paint Reports, the Façade Reports and the Asbestos Report set forth as Exhibits 4, 9, 10 and 11, respectively, in Part II of this Plan.

THE PROPERTY IS OFFERED IN ITS CURRENT CONDITION "AS IS", WITHOUT ANY OBLIGATION ON THE PART OF SPONSOR/SELLING AGENT OR ANY OTHER PERSON TO MAKE ANY REPAIRS OR IMPROVEMENTS, EXCEPT AS PROVIDED IN THIS PLAN. NO GOVERNMENTAL AGENCY HAS PASSED UPON THE PHYSICAL CONDITION OF THE BUILDING.

Sponsor shall not be obligated to correct, repair or replace any defects relating to the Office Units or the Common Elements (as may be set forth in the reports contained in Part II of this Plan or otherwise) or in the installation or operation of any appliances, fixtures, or equipment therein, except as expressly provided in this Plan. Sponsor will not warrant the materials or workmanship of any Office Unit or any of the Common Elements. The Housing Merchant Implied Warranty Law (General Business Law Article 36B) is not applicable to this offering.

To the extent permitted under an applicable Existing Lease, Sponsor will endeavor to give each Purchaser the opportunity to view their Unit prior to closing, but Purchaser shall have no right to request or require Sponsor to perform any work in the Unit pursuant to any punchlist inspection statement or otherwise, resulting therefrom.

(<u>See</u> the Section of this Plan entitled "Rights and Obligations of Sponsor" for further discussion.)

16. <u>Reserve Fund/Working Capital Fund</u>

Except as may be set forth in Schedule B in Part I of this Plan, no reserve fund is being established by Sponsor for the Office Section. Sponsor has elected not to provide for a reserve fund to be used for capital replacements or repairs to the Office Section. The Condominium Board or the Office Board, in its discretion, and subject to certain restrictions contained in the Declaration, Condominium By-Laws, and Office By-Laws, may decide in the future to create a reserve fund by special assessment or by increases in General Common Charges or Office Common Charges. A Working Capital Fund will be established for the Office Section through payments made therefor by each Purchaser at Closing to be held or used for working capital and for such other appropriate purposes as the Office Board may determine.

(<u>See</u> the Sections entitled "Working Capital Fund" and "Reserve Fund" in Part I of the Plan for further discussion.)

17. Real Estate Taxes

The estimated real estate taxes payable in respect of each Office Unit were calculated on the assumption that the real estate taxes for the Office Section payable for the First Year of Office Section Operation, as estimated by Sponsor's real estate tax consultant, will be allocated to each Office Unit on the basis of their proportionate Common Interest. Upon determination of individual tax lots and individual assessments for such Office Units, the New York City tax authorities may allocate taxes among the Office Units using a different methodology, and, if so, Units having the same or similar Common Interests may pay different real estate taxes and/or taxes may differ from those set forth on Schedule A. In addition, the New York City tax authorities may assess taxes against the Office Section in a different manner and in a different amount than that assumed by Sponsor's real estate tax consultant and, if so, Unit Owners may pay significantly different real estate taxes than those set forth on Schedule A. Sponsor can only estimate, based on reasonable, professional third party expert assumptions, what the real estate taxes for each Unit will be. Only the New York City tax authorities will make this determination upon the filing of tax lots. (See the Section of this Plan entitled "Real Estate Taxes" for further discussion.)

18. Closing Fees and Costs

All legal costs, fees and expenses charged by each Purchaser's attorney shall be the sole responsibility of such Purchaser. In addition, each Purchaser shall also be responsible for payment of the following fees to Sponsor's attorneys, Kramer Levin Naftalis & Frankel LLP ("Sponsor's Counsel"), in connection with the closing of title to such Purchaser's Unit: (i) the sum of $5,000 as a per Office Unit base closing fee; (ii) $250 for the preparation of ACRIS transfer documents required by the City of New York; (iii) if the Purchaser requests the closing to occur other than at the offices of Sponsor's Counsel (or such other place as Sponsor may designate in its closing notice) and Sponsor consents to such change (in its sole discretion), an attendance fee of $500 (closings may not be scheduled to occur outside Manhattan); (iv) if the closing is adjourned through no fault of Sponsor, an additional fee of $600 for each such adjournment to prepare and coordinate the new closing; (v) 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 in the Purchase Agreement, a fee of $1,500, payable in advance, for preparation of an assignment agreement; (vi) if Purchaser obtains financing, an additional fee of $1,000 to Sponsor's Counsel; and (vii) Purchaser shall pay to Sponsor's Counsel the sum of $1,000 in connection with the consideration, review and processing of any agreement of exchange under Section 1031 of the Internal Revenue Code. Purchaser may be required to pay more than one fee pursuant to the preceding provisions of this paragraph with respect to a single Office Unit. Other additional charges may apply. At Sponsor's option (in its sole discretion), any one or more of the foregoing fees to be paid to Sponsor's Counsel shall be paid by Purchaser prior to closing upon notice to Purchaser. (See the Section entitled "Unit Closing Costs and Adjustments" in Part I of this Plan for further discussion.)

19. Insurance

The Condominium Board shall maintain property insurance covering the Building (including all structural elements of the Units, partitions, floors and ceilings within the Units, but

not including furniture, furnishings, or other personal property supplied or installed by Unit Owners or tenants of Unit Owners) and public liability insurance covering the Condominium Board members, the Condominium Managing Agent, the manager and each Unit Owner, as more fully detailed in the Declaration, Condominium By-Laws, and Office By-Laws. The Office Section is responsible for paying it pro rata share of the Condominium's insurance in accordance with its Common Interest, and this expense is included in each Office Unit Owner's Office Common Charges. Purchasers are advised that the insurance policies to be maintained by or on behalf of the Board will be on a "replacement cost" basis and will not cover losses to the extent that "market value" of a Unit may exceed its insured replacement cost.

No Board is required to obtain or maintain any insurance with respect to any property contained in any Office Unit or any liability with respect to occurrences in or about each Office Unit or the Common Elements, if any, exclusively appurtenant thereto. An Office Unit Owner shall, at the Office Unit Owner's own cost and expense, be required to obtain and maintain insurance covering personal property and other property and improvements in such Office Unit, as well as commercial general public liability insurance against claims for personal injury, death, or property damage occurring in, on or about such Office Unit Owner's Unit and any Common Elements exclusively appurtenant thereto affording protection, plus umbrella liability coverage in then commercially reasonably amounts. Consequently, the Declaration, Condominium By-Laws, and Office By-Laws require each Office Unit Owner to maintain property and commercial general public liability insurance, naming the Office Unit Owner and the Condominium Board, as agent for the Unit Owners, as additional insureds, with minimum limits of liability of not less than $1,000,000 per occurrence for injury or death and damage to property. Further requirements with respect to such insurance are more particularly set forth in the Declaration, Condominium By-Laws, and Office By-Laws. Notwithstanding the Office Unit Owner insurance requirements set forth in the Declaration, Condominium By-Laws, and Office By-Laws, Purchasers are strongly advised consult their attorney or insurance agent to determine the adequacy of such coverage requirements with respect to their particular Unit and the advisability of obtaining additional coverage for their own risk of liability and fire and casualty losses with respect to their Unit.

(<u>See</u> the Section of this Plan entitled "Rights and Obligations of the Unit Owners and the Boards" for further discussion.)

20. <u>Waiver of Diplomatic or Sovereign Immunity</u>

Purchasers will be required to waive expressly any and all immunity from suit by Sponsor, the Condominium Board and/or the Office Board. In addition, any Purchaser that is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity) will be required at the time of closing of title to such Purchaser's Office Unit, to deposit with the Office Board an amount equal to two years' estimated Office Common Charges. (<u>See</u> the Section entitled "Procedure to Purchase" in Part I of this Plan for further discussion.)

21. Increase or Decrease in Common Interest

The Common Interest of each of the Units has been determined pursuant to Section 339-i(1)(ii) of the Condominium Act and accordingly based upon the approximate proportion that the floor area of the Unit bears to the aggregate floor area of all of the Units, but such proportion reflects the substantially exclusive advantages enjoyed by one or more, but not all, of the Units in a part or parts of the Common Elements. Based upon final specifications, renovation work conditions and/or "as-built" plans for the Office Section reflecting relative measurements, areas and uses of portions of the Office Section, application of such method of allocation of Common Interest may justify a minor increase or decrease in the aggregate Common Interest appurtenant to an Office Unit and a corresponding decrease or increase in the Common Interest appurtenant to the other Office Units. In such event, the Common Interest appurtenant to each individual Office Unit affected thereby would be adjusted (by a minimal amount) pro rata. Sponsor expressly reserves the right, from time to time prior to the First Office Closing, to effect such a change in the Common Interests and to amend the Plan so as to reflect the same. In no event, however, will the Common Interest of any Office Unit be materially increased as a result of any of the foregoing (note that there is a rebuttable presumption that an increase by 5% or less is immaterial). (See the Section entitled "Rights and Obligations of the Unit Owners and the Boards" in Part I of this Plan for further discussion.)

22. Windows

Each Office Unit Owner will be responsible for cleaning or causing to be cleaned by an insured window washing professional, the interior and exterior glass surfaces of all Office Units at least two times per calendar year. Notwithstanding the foregoing, pursuant to the Declaration, Condominium By-Laws, and Office By-Laws, each Office Unit Owner shall cause any street level entrance door or doors and all street level glass surfaces which are located within its Unit or which open directly into its Unit to be cleaned at regular intervals (but not less frequently than weekly) The Office Board or the Condominium Board may from time to time enforce the responsibility of Unit Owners to wash and clean the windows, doors or other street level glass surfaces located or opening directly into their respective Units and charge the defaulting Unit Owner therefor. Unit Owners are prohibited from cleaning or allowing to be cleaned any window from the outside in violation of Section 202 of the New York State Labor Law, any other applicable Legal Requirements, any insurance policy or requirement or otherwise.

(See the Sections entitled "Introduction" and "Rights and Obligations of the Unit Owners and the Board" in Part I of the Plan for further discussion).

23. Heat

The entire Building is heated by steam heat, which is provided for by Con Edison. Pursuant to the Declaration of Condominium, the Residential Section of the Condominium is solely responsible for paying of the heat charges for the entire Building, including the Commercial Units. In exchange, the owners of the Commercial Units provide for the equipment and pay for the cost of electricity to operate certain components of the heating and air-conditioning systems which serve the Health Club on the 4th floor of the Building. The Office Section's portion of

these electricity costs are accounted for in Schedule B-1: Projected Budget for the First Year of Operation.

(See the Section entitled "Notes to Schedule B-1" in Part I of the Plan for further discussion).

24. Building Mechanical Equipment

The Building incorporates mechanical equipment designed to provide for the physical comfort and convenience of the Building's occupants. During normal operation of this equipment, some occupants of Office Units adjacent to or in the vicinity of the equipment floors and equipment areas of the Building may perceive noise and/or vibration from the equipment. The sole obligation of Sponsor, the Office Board, and the Condominium Board with respect to such noise and/or vibration shall be to operate such equipment in a manner consistent with commercially reasonable practices and in compliance with applicable Legal Requirements, including the New York City Building Code. (See the Section of this Plan entitled "Description of the Property and Improvements" for further discussion.)

25. Floor Area

The approximate square footage (within reasonable tolerances) of each Office Unit set forth in Schedule A was determined by measuring each Office Unit horizontally from the inside face of the glass or inside face of the concrete block of the exterior walls to the center line of partitions separating one Unit from another Unit, or separating a Unit from corridors, stairs, elevators and mechanical equipment rooms. Vertically, each Unit consists of the space between the top of its concrete floor and the underside of its concrete ceiling and includes: (i) the interior walls, partitions, and floor coverings and finished ceilings affixed, attached or appurtenant to such Unit, (ii) any and all equipment, fixtures and appliances (including without limitation, heating and plumbing facilities, sinks, bathtubs, water closets, refrigerators, ranges dishwashers and any other fixtures and equipment), affixed, attached or appurtenant to such Unit and benefitting only that Unit and (iii) any floor constituting a mezzanine or balcony contained within the Unit and any interior stairway leading form and to the upper and lower levels of any Unit.

As is customary in New York, these square footage areas exceed the usable floor area of each Office Unit, and may include, among other things, columns, mechanical pipes shafts, shaftways, chases, chaseways, and conduits which may be incorporated behind protruding walls or may be separately enclosed as freestanding columns thereby reducing the available floor area. The method of measurement is applicable to all Office Units. Any Common Elements located within or appurtenant to any Unit shall not be considered as part of that Unit. The square foot areas determined using the methodology set forth above would be different from that derived by using an alternative methodology of measuring from interior surfaces to interior surfaces, which would yield lesser actual useable floor area for each Unit. Additionally, the approximate square footage (within reasonable tolerances) of each Office Unit reflected on Schedule A may be greater than the square footage of each Office Unit measured by using the

legal definition of the Unit which appears in the Declaration, Condominium By-Laws, and Office By-Laws in Part II of the Plan.

Any Floor Plan or sketch shown to a Purchaser, including those set forth in this Plan are only an approximation of the dimensions and layout of each Unit. The actual layout of a Unit may have been altered by the tenants thereof or others, and no variation will affect a Purchaser's obligations under his or her Agreement or the Plan. In particular, but without limiting the foregoing, Purchasers are advised that the Floor Plans generally reflect only the perimeter of each Unit and do not reflect any interior partitions or other fit-out work which may exist in a Unit as a result of tenant installations made prior to closing or otherwise. 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 of any obligations under the Agreement, by virtue of an inaccuracy or error in the Floor Plans and/or the existence of any interior partitions or other fit-out work existing in a Unit at the time of Closing and not shown on the Floor Plans. Each Unit shall be inspected by the Purchaser thereof prior to purchase and again prior to Closing to determine its actual dimensions, layout and physical condition. The square foot areas shown on Schedule A and on the Floor Plans substantially exceed actual usable square feet, and would be different from that derived by using an alternative methodology of measuring from interior surfaces to interior surfaces, which would yield lesser actual usable floor area for each Office Unit.

(See the Sections of Part I of the Plan entitled "Introduction" and "Notes to Schedule A" for further discussion.)

26. Managing Agent

It is presently contemplated that at the time of the First Office Closing, the Office Board will be bound under a Management Agreement with Jeffrey Management Corp., with an address at 7 Penn Plaza, Suite 618, New York, New York 10001, to act as Managing Agent with respect to the Office Section. Such Management Agreement provides for an initial term of one (1) year. It is currently anticipated that the management fee during the First Year of Condominium Operation will be $120,000. Either the Office Board or the Managing Agent shall have the right to terminate the Management Agreement at the end of any calendar month by giving 30 days' prior written notice thereof to the other party. The Management Agreement is not assignable by the Managing Agent, except to an entity in which one or more of the principals are also principals of the Managing Agent or to an entity into which Managing Agent is consolidated or merged. The management fee will be included in the Office Common Expenses, and the Managing Agent will be entitled to additional fees for certain special services performed by it. (See the Section of Part I of the Plan entitled "Management Agreement" for further discussion).

27. Use of The Corinthian Club

The Corinthian Club is a health club located on the fourth floor of the Building, which contains a gym, a one-lane swimming pool, an outdoor track and a lounge area. Pursuant to the Declaration, The Corinthian Club is a Residential Limited Common Element, for the primary use and enjoyment of the owners and occupants of Residential Units in the Condominium. Notwithstanding the foregoing, pursuant to Article V Section 16 of the Condominium By-Laws

(as later amended by the Third Amendment to the Declaration), in exchange for the payment of a fee to the Residential Committee of the Condominium, up to 100 employees of Office Units in the Office Section are allowed to use The Corinthian Club (the "Club Spots"). The Office Board reserves the right to adopt Office Rules and Regulations from time to time, including, but not limited to, rules regarding the allocation of Club Spots among the Office Units, rules regarding which individuals may use the Club Spots, and rules regarding the allocation of costs among the Office Units in connection with the Club Spots.

(See the Section entitled "Description of Property and Improvements" in Part I of the Plan for further discussion).

28. Sponsor's Use of the Office Section for Promotional Functions

Sponsor and its designee(s) shall have the right, without prior notice to the Office Unit Owners, until the tenth (10th) anniversary of the First Office Closing (or until no Unsold Office Units remain, if earlier), to use, without charge, portions of the Office Section, including the Office Common Elements and Office Limited Common Elements, for exhibitions, events and/or promotional functions (e.g., with respect to any sales programs for Unsold Office Units). Such activities will result in excess traffic and noise in the Office Section, and may interfere with owner-occupants' enjoyment of the Office Section.

(See the Section of this Plan entitled "Rights and Obligations of Sponsor" for further discussion.)

29. Waiver of Collection of Office Common Charges by Sponsor

Sponsor reserves the right, in its sole and absolute discretion, to waive the collection of Office Common Charges from Purchasers under the Plan for a period of time prior to full occupancy of the Office Section (the "Waiver Period"); provided, however, that Sponsor shall be solely responsible for payment of all expenses to operate the Office Section on behalf of the Office Section during the Waiver Period (the "Operating Expenses"). All Operating Expenses paid by Sponsor during the Waiver Period are based on the actual cost of operating the Office Section, and not on estimates set forth in Schedule B-1 – "Projected Budget for First Year of Office Section Operation". Purchasers should note that Schedule B-1 will not be in effect until the expiration of the Waiver Period. Notwithstanding anything to the contrary set forth above, the Operating Expenses shall not include real estate taxes regardless of whether the Unit has been separately assessed or General Common Charges attributable to each Office Unit, which shall be paid by the Office Unit Owner of each Office Unit. In all instances the Office Unit Owners will remain responsible for the payment of the real estate taxes and their allocated share of General Common Charges.

If Sponsor shall exercise its right to waive collection of Office Common Charges as set forth above, Sponsor shall file an amendment to the Plan prior to the First Office Closing indicating that collection of common charges will not commence with the beginning of the First Year of Office Section Operation and further indicating the anticipated length of the Waiver Period. Sponsor, in its sole and absolute discretion, may upon thirty (30) days prior written notice to Office Unit Owners, terminate the Waiver Period and commence the collection of

Common Charges. Sponsor shall also file an amendment to the Plan disclosing the expiration of the Waiver Period at least thirty (30) days prior to such expiration. During any such Waiver Period, Sponsor will timely pay all expenses of the operation of the Office Section, including but not limited to insurance premiums and reserve fund payments required by lenders, if any, but not including each Unit Owner's allocable share of General Common Charges and real estate taxes for each Unit. Upon expiration of any such Waiver Period and the commencement of assessment of common charges against the Office Units, there will not be any assessment over and above the amount of such common charges against Units or Unit Owners for any item set forth in the approved budget that is in effect at the time of commencement of assessment of common charges. During any such Waiver Period, Sponsor shall remain obligated to update the operating budget for the Office Section when and as needed, as provided in the New York State Department of Law regulations as to the same.

(See the Section entitled "Control by Sponsor" in Part I of this Plan for further discussion.)

30. Certification by Sponsor and Sponsor's Principals

Part II of this Plan includes a certification by Sponsor and Sponsor's principals (the "Sponsor Certification") pursuant to Section 20.4(b) of the regulations issued pursuant to General Business Law, Article 23-A, as amended (the "Martin Act"). Sponsor's principals have executed the Sponsor Certification for compliance with the Martin Act and governing regulations. Sponsor's principals expressly disclaim the existence of any private right of action for contract claims by individual Unit Owners (or the Condominium Board or Office Board on their behalf) in connection with or arising solely from their execution of the Sponsor Certification, absent liability under another statute or under an alter-ego or other veil-piercing theory. See Board of Managers of 184 Thompson Street Condominium v. 184 Thompson Street Owner LLC, et. al, 2013 N.Y. Slip Op 03574 (1st Dept. May 16, 2013). (See Exhibit 9A in Part II of this Plan).

(See the "Certification of Sponsor and Principals" set forth as Exhibit 9A in Part II of the Plan for further discussion.)

31. Special Allocation of Certain Common Expenses

Each Unit Owner must pay Office Common Charges to cover the costs of operation and maintenance of the Condominium and the Office Section in accordance with Sections 339(i)(1)(ii) and 339(m) of the New York Condominium Act. The costs of operation and maintenance of the Condominium and the Office Section, including both those directly attributable to the Units and an allocated share of expenses attributable to the Condominium as a whole (such as expenses for insurance, repairs and maintenance of the Common Elements and various service contracts), will generally be borne by the Unit Owners in proportion to their respective Common Interests. However, a Unit Owner, who will receive in certain instances greater or fewer services from the Condominium, will bear a properly allocated share of the expenses of the Condominium, all as described in Schedules A, B-1 and B-2 of the Plan and in the Declaration, Condominium By-Laws, and Office By-Laws. The estimated Office Common Charges for each Office Unit for the projected First Year of Office Section Operation are set

forth in Schedule A. (See the Section of this Plan entitled "Notes to Schedule B-1" for further discussion.)

As provided for under Section 339-m of the New York Condominium Act, and as authorized pursuant to Article 9 of the Declaration in Part II of this Plan, certain Common Expenses attributable to the Units (all as more particularly described in these Notes to Schedule B) have been specially allocated and apportioned between the Units based upon special or exclusive use or availability or exclusive control of particular Units or Common Elements by particular categories (Office vs. Residential) of Unit Owners. (See the "Office By-Laws" set forth as Exhibit 8 in Part II of the Plan for further discussion.)

32. Existing Leases

Non-tenant Purchasers of occupied or leased Office Units will purchase such Units subject to the terms of the then existing leases (the "Existing Leases"), if any, affecting such Units. Leases of occupied Office Units offered for sale may be inspected by bona-fide potential Purchasers at the office of Selling Agent and should be inspected to ascertain, for example, what the Purchaser's obligations would be as landlord under such leases. For the time period during which an Existing Lease held by a tenant in any Office Unit also demises space in any other Office Unit, a potential Purchaser may not purchase under this Plan less than all of the Office Units demised by such Existing Lease, unless such Purchaser and all of the Office Unit Owner(s) and/or Purchaser(s) of the remaining Office Unit(s) demised by the Existing Lease in question, shall, simultaneously with such Purchaser's purchase, enter into a joint operating, co-ownership or similar agreement in a form satisfactory to the Office Board, in respect of all Office Units demised under such Existing Lease. Upon the expiration or termination of such Existing Lease or amendment of the Existing Lease providing for the termination thereof, however, the Unit Owner (or its successor in interest) and the Unit Owner(s) of the remaining Office Unit(s) demised by the Existing Lease may sell or lease any or all of its/their Office Units previously affected by the Existing Lease, subject only to the remaining terms and conditions set forth in the Plan, any joint operating, co-ownership, or similar agreement executed as set forth in this paragraph, if applicable, or otherwise as provided in the Declaration, Condominium By-Laws, and Office By-Laws.

Sponsor makes no representation or warranty that any Existing Lease in effect as of the date the Agreement is executed and delivered will be in force or effect at the Closing or that the tenant thereunder has or will have performed its obligations thereunder. The termination of any Existing Lease prior to Closing by reason of the tenant's default shall not affect the obligations of Purchaser under its Agreement in any manner or entitle Purchaser to an abatement of or credit against the purchase price for its Unit or give rise to any other claim on the part of Purchaser.

(See the Section of this Plan entitled "Existing Leases and Tenants" for further discussion.)

33. No Rights to Continued Occupancy

None of the Office Units in the Office Section are subject to any law limiting or controlling rent or terms of occupancy. Therefore, any tenant not purchasing the Office Unit(s) covered by its lease, whether an Existing Lease or any other lease entered into at any time, may not be permitted to renew its lease upon the expiration thereof, except as may otherwise expressly be provided for under the terms of such lease. Neither the submission, acceptance nor effectiveness of the Plan shall in any way afford any tenant any rights not expressly set forth hereunder; and there shall be no right of first refusal, exclusive purchase right, other similar rights afforded to tenants of Units covered by Existing Leases or otherwise in respect of this offering. (See the Section of this Plan entitled "Existing Leases and Tenants" for further discussion.)

34. Managing Agent

It is presently contemplated that at the time of the First Office Closing, the Office Board will be bound under a Management Agreement with Jeffrey Management Corp., with an address at 7 Penn Plaza, Suite 618, New York, New York 10001, to act as Managing Agent with respect to the Office Section. Such Management Agreement provides for an initial term of one (1) year. It is currently anticipated that the management fee during the First Year of Office Section Operation will be $120,000. Either the Office Board or the Managing Agent shall have the right to terminate the Management Agreement at the end of any calendar month by giving 30 days' prior written notice thereof to the other party. The Management Agreement is not assignable by the Managing Agent, except to an entity in which one or more of the principals are also principals of the Managing Agent or to an entity into which Managing Agent is consolidated or merged. The management fee will be included in the Office Common Expenses, and the Managing Agent will be entitled to additional fees for certain special services performed by it. A principal of an affiliate of the Managing Agent owns a minority interest in one of the principals of the Sponsor entity. (See the Section of Part I of the Plan entitled "Management Agreement" for further discussion.)

35. Certificate of Occupancy

There is an existing Certificate of Occupancy (C.O. No. 110338), dated October 22, 1996, in place for the Building which covers the Office Section. In the event a new or amended certificate of occupancy for the Building is required, unless otherwise agreed in writing by the parties, no Purchaser of an Office Unit hereunder shall be required to close title thereto unless and until Sponsor has obtained a temporary or permanent certificate of occupancy covering such Office Unit. (See the "Description of Property and Building Condition" set forth as Exhibit 4 in Part II of the Plan for further discussion.)

36. Building Installations

As more fully set forth in the Declaration, Sponsor (or its designee) shall have an easement for so long as the Condominium shall remain in existence: (i) to erect, use, lease, license, maintain, repair, replace and operate a platform and other facilities for the purpose of erecting, using, leasing, licensing, maintaining, repairing, replacing and operating antennae,

satellite dishes and other communications equipment on any part of any roofs of the Building that are not part of any Office Common Element or occupied as of the date hereof for any other Building installations; and (ii) to erect, use, lease, maintain, repair, replace and operate related electronic and other communications equipment in any portion of any mechanical equipment rooms that are not occupied as of the date hereof by any other Building installations, and the right to erect partitions separating such portion from the balance of such equipment room; in each case, without the consent of, or charge by, the Board or any other Unit Owners; provided, however, that Sponsor (or its designee) shall give prior notice to the Board of the type and location of any such equipment before installation. For purposes of effectuating Sponsor's rights with respect to such easements, Sponsor shall have the right and any easements as may be required to connect to the Building's electricity, which connections shall be made at the sole cost and expense of Sponsor, and to install one or more additional sub-meters to measure the cost of any electricity consumed by Sponsor in connection therewith, which cost shall be payable by Sponsor without any mark-up by the Condominium or any other party. Any obligations of Sponsor and/or its designee under any lease, license or other right of use granted by Sponsor and/or its designee with respect to the roofs or the aforesaid mechanical equipment rooms shall be the obligation solely of Sponsor and/or its designee and not of the Condominium and any rights of Sponsor and/or its designee, including, without limitation, the right to receive rent or other consideration for such lease, license or other right of use, shall be the right solely of Sponsor and/or its designee and not of the Condominium. In connection with such easements and related rights, Sponsor and/or its designee (and their respective successors and assigns) and the respective tenants and licensees shall each have, to the extent necessary or advisable for such erection, use, lease, maintenance, repair, replacement and operation, an easement in common with all Unit Owners for ingress, egress and the use of any Common Elements. The Units shall each be subject to such easement. The word "communications equipment" as used herein shall be deemed to include fiber optic cable and other communications lines, wires, cables and conduits.

(See the "Declaration of Condominium" set forth as Exhibit 6 in Part II of the Plan for further discussion.)

37. Accountant's Certified Statements of Operation

The statements of income and expenses for the Condominium for the years ending April 30, 2012, April 30, 2013, and April 30, 2014 (each preceding Sponsor's ownership of the Property) set forth in the Section of Part I of the Plan entitled "Accountant's Certified Statements of Operation" were prepared by an independent certified public accountant for the Condominium and are included herein for information only. As of the filing date of this Plan with the Department of Law, financial statements for the years ending April 30, 2015 and April 30, 2016 are not available. The Plan shall be amended to disclose such financial statements when they become available. (See the Section of this Plan entitled "Accountant's Certified Statements of Operation" for copies of the statements referred to herein.)

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

PART I

A. INTRODUCTION

The land and the building situated on the block bounded by East 38th Street to the north, East 37th Street to the south, the Queens Midtown Tunnel Approach to the west and First Avenue to the east, and known as 345 East 37th Street (a/k/a 330 East 38th Street), New York, New York 10016, together with the appurtenances thereto, constitutes The Corinthian Office Condominiums ("The Office Units at The Corinthian Condominium"), which is part of The Corinthian Condominium (hereinafter, the "Condominium").

As described more fully in this Plan, the Building constituting the Condominium will contain the following components: (i) thirty-two (32) Office Units; (ii) 835 Residential Units; and (iii) one (1) Garage Unit. The commercial units in the Building refer to the Office Units and the Garage Unit (collectively, the "Commercial Units"). (See the Section entitled "Description of Property and Improvements" in Part I of the Plan for further discussion).

345 East 37th Street Property Owner, L.L.C. ("Sponsor"), a limited liability company organized and existing under the Law of the State of Delaware and duly authorized to do business in the State of New York, hereby presents this offering plan (the "Plan") for the sale of the 32 Office Units (collectively, the "Office Units", and singularly, the Office Unit) at the Condominium, which together with the Office Common Elements, and Office Limited Common Elements, constitute "The Office Units at The Corinthian Condominium", which is also referred to herein as the "Office Section."

No other portion of the Condominium is offered for sale hereunder at this time, including, without limitation, the Residential Units and the Garage Unit (all hereinafter described).

The purpose of the Plan is to set forth in detail all material terms of the offering by Sponsor of the Office Units to be located in the Condominium and offered hereby. Sponsor may amend the Plan from time to time by filing an amendment with the New York State Department of Law ("Department of Law"), a copy of which amendment will be served on all purchasers of Office Units pursuant to executed Purchase Agreements who are not in default, and to all Office Unit Owners and any other Offerees as may be required by applicable law or regulation.

The Plan is presented in two parts (in one volume) which together constitute the entire Plan. Part I of the Plan sets forth a general description of the offering and the rights and obligations of Sponsor and the owners of Office Units (the "Office Unit Owners"). 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 physical description of the Property and certifications by Sponsor, Sponsor's architect and Sponsor's financial experts. In addition to the Plan, Sponsor has filed separately with the Department of Law certain exhibits to the Plan which are presented as Parts A (Certifications), B (General), C (Engineering) and D (Other Information).

The Plan, including all Schedules set forth herein, and Parts A, B, C and D of the exhibits, together constitute the entire offer of Sponsor to sell the Office Units at the Condominium. Sponsor shall not make, and has not authorized any other party to make, any oral

representations or statements concerning this Plan, and no such representations or statements shall be considered part of this Plan. No information, data or representations other than those contained herein or in the documents annexed hereto as exhibits in Part II of this Plan may be relied upon. Copies of the Plan and the exhibits will be available for inspection by prospective purchasers hereunder ("Purchasers", and individually a "Purchaser") without charge, and for copying at a reasonable charge (i) at the office of Selling Agent (as hereinafter defined) by appointment, and (ii) at the Department of Law, 120 Broadway, New York, New York 10271.

The Condominium has been organized pursuant to Article 9-B of the Real Property Law of the State of New York, as amended, commonly known as and hereinafter referred to as the "Condominium Act." The Condominium is subject to and will comply with all statutes and regulations applicable to condominiums in the State of New York.

THE PURCHASE OF AN OFFICE 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 AN OFFICE UNIT.

1. The Property

The Condominium was originally formed by 645 First Avenue Manhattan Company (the "Original Declarant") by, among other things, filing a declaration and by-laws dated December 18, 1987 and recorded on April 14, 1988, in the Land Records Division, New York County, Reel 1389, Page 1469, as amended by the First Amendment to Declaration dated March 28, 1989 and recorded in the Land Records Division, New York County, on June 28, 1989 in Reel 1593, Page 2059, as further amended by that certain Second Amendment to the Declaration dated November 9, 1992, and recorded in the Land Records Division, New York County on December 2, 1992 in Reel 1923, Page 1938, and as further amended by that certain Third Amendment to Declaration dated May 6, 2009 and recorded in the New York County Office of the Register of the City of New York on July 7, 2009 as CRFN 2009000204685 (as amended, the "Original Declaration" and "Original Condominium By-Laws"). The offering plan for the Condominium was originally accepted for filing on October 16, 1986 under file number CD86-0207. A copy of the Condominium's offering plan and all filed amendments are available for inspection with the New York State Department of Law.

On August 25, 2015, Sponsor acquired title to the office unit (the "Single Office Unit") in the Condominium, with a street address of 345 East 37th Street (a/k/a 330 East 38th Street), New York, New York 10016, and known as Tax Lot 1001 on Block 943. As of the initial date of filing of this Plan, the Single Office Unit contains thirty-two (32) office spaces, which are rented by Sponsor to various commercial tenants. Prior to the first closing of an Office Unit hereunder (the "First Office Closing"), Sponsor shall cause the Single Office Unit to be subdivided into the thirty-two (32) Office Units, by recording an amended and restated version of the Original Declaration and Original Condominium By-Laws (such amended and restated documents being referred to herein as the "Declaration" and "Condominium By-Laws", respectively) and the floor plans covering the Building (the "Floor Plans") to reflect the existence of the Office Units offered hereunder and to include sub-by-laws (the "Office By-Laws") governing the affairs and

operation of The Corinthian Office Condominiums by a sub-board (the "Office Board"), such that, upon filing of the Declaration, Condominium By-Laws, the Floor Plans and the Office By-Laws, the Condominium will constitute and include:

(i) Thirty-two (32) Office Units located on floors 2 and 3 and certain other Common Elements, which will be operated as a commercial condominium;

(ii) 835 Residential Units, located on floors 4 through 55 and certain other Common Elements, which are used for residential purposes, which are not being offered for sale hereunder; and

(iii) one (1) Garage Unit, located on the Cellar level and certain other Common Elements, which are used for parking purposes, which is not being offered for sale hereunder; and

(iv) Certain General Common Elements (as hereinafter defined) which include, but are not limited to, those portions of the Building (other than the Units, the Office Section), for the common use of the Unit Owners including various shared utility and service areas located throughout the Building.

The Residential Units the Garage Unit and the Office Units are collectively referred to herein as the "Units" and individually as a "Unit". The Office Units and the Garage Unit are collectively referred to herein as the "Commercial Units." The Office Units are collectively referred to as the "Office Units" and individual as an "Office Unit." The Office Units, the Office Common Elements, and the Office Limited Common Elements are herein, interchangeably referred to as "The Office Units at The Corinthian Condominium" and the "Office Section."

Sponsor does not anticipate conducting any renovation work to the Office Section and therefore does not anticipate that a new or amended certificate of occupancy for the Building will be required. Notwithstanding the foregoing, in the event a new or amended certificate of occupancy for the Building is required, unless otherwise agreed in writing by the parties, no Purchaser of an Office Unit hereunder shall be required to close title thereto unless and until Sponsor has obtained a temporary or permanent certificate of occupancy covering such Office Unit.

As of the date of filing of this Plan with the Department of Law, Sponsor anticipates that the first closing of title to a Unit hereunder (the "First Office Closing") will occur by January 1, 2017. 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 Office Unit or otherwise be relieved from any obligations under the Agreement, in the event that the First Office Closing occurs earlier or later than such date or in the event that the closing of title to such Purchaser's Office Unit is accelerated, delayed or postponed by Sponsor, provided, however, that in the event the actual or anticipated commencement date of the projected First Year of Office Section Operation (initially anticipated to be January 1, 2017 through December 31, 2017) is to be delayed by six months or more, Sponsor will amend the Plan to include a revised Office Section budget with current projections and if: (i) the amended budget exceeds the projected budget set forth herein by 25% or more; or (ii) the actual date of the First Office Closing occurs later than January 1, 2018, twelve months after the initial projected date for the First Office Closing (provided that if

the Plan is amended to provide for a later projected First Year of Office Section Operation or First Office Closing, Purchasers will be entitled to an offer of rescission only if the First Office Closing occurs more than twelve months beyond that amended, later date), then in either case Sponsor will offer all Purchasers (other than Purchasers who are then in default beyond any applicable grace period under their Agreements, if the Plan has been declared effective) the right to rescind their Agreements within not less than 15 days after the presentation date of the amendment containing such revised budget or after such 12-month period, as the case may be, and any Purchasers electing rescission pursuant to such offer will have their Deposit and any interest accrued thereon returned. Purchasers' rights as described in the preceding sentence are in lieu of any other rights or remedies which may be available pursuant to any applicable law, regulation, statute or otherwise, all of which shall be deemed to have been waived by all Purchasers. As set forth in the Section of this Plan entitled "Effective Date," no closing of title to any Office Unit will take place prior to the Plan being declared effective.

However, if the First Office Closing occurs before January 1, 2017, (or, as applicable, such other amended, later projected First Office Closing date) or within the twelve (12) month period thereafter, Sponsor may schedule the closings to title to other Office Units significantly later than such date. Unless an Agreement contains an outside closing date, Sponsor is not obligated to schedule a Purchaser's closing within any specified timeframe or to ensure that the closing of title to an Office Unit will occur within any specified timeframe or by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE AN OFFICE UNIT.

As set forth in more detail in the Section entitled "Changes in Prices and Units: Office Units" in Part I of the Plan, Sponsor reserves the right to change the number of Office Units from time to time by subdividing and/or combining Office Units, except with respect to an Office Unit as to which a binding Purchase Agreement has been entered into and remains in effect unless the Purchaser thereof consents in writing to such change. Sponsor expressly reserves the right to effect such changes and to amend the Plan so as to reflect the same. Sponsor will maintain necessary permits and approvals required by the Department of Buildings in connection with the foregoing work. A detailed description of the Property is contained in the Section of the Plan entitled "Description of Property and Improvements" in Part II of the Plan.

2. **Features of Condominium Ownership**

The ownership of an Office Unit is similar in many respects to the ownership of a commercial building. Each Office Unit Owner is the fee owner of his or her Office Unit outright and is entitled to exclusive possession of that Office Unit. Each such Office Unit Owner also owns, in common with the owners of all other Units, an undivided interest in the General Common Elements, which, as more particularly set forth herein and in the Declaration, include all parts of the Property other than the Units themselves (and the Limited Common Elements), including, without limitation, the Land and the roofs, foundations and supports of the Building, and all areas, equipment or facilities for the common use of the Units or the Unit Owners who are not Office Unit Owners (e.g. the common hallways exclusively serving the Office Units), as the case may be.

Each Office Unit includes, and each Office Unit Owner shall be responsible for, front entrance door and any other entrance doors to such Office Unit, the windows and storefronts immediately adjacent to such Office Unit, any skylights immediately adjacent to the ceiling of an Office Unit, any flues exclusively servicing an Office Unit, any elevators or stairs located within and exclusively serving an Office Unit, flooring, wallcoverings, non-load bearing interior walls and partitions and sheet rock and plaster wall covering, smoke detectors and carbon monoxide detectors, all plumbing, gas and heating fixtures and equipment such as heating, ventilating and air conditioning ("HVAC") units (including the fans inside the units), as may be affixed, attached and/or appurtenant to such Office Unit and serving such Office Unit exclusively. Plumbing, gas and heating fixtures and equipment as used in the preceding sentence shall include exposed gas and water pipes from branch or fixture shut-off valves attached to fixtures, appliances and equipment and the fixtures, appliances and equipment to which they are attached, and any special pipes or equipment which an Office Unit Owner may install within a wall or ceiling, or under the floor, but shall not include gas, water or other pipes, conduits, wiring or ductwork within the walls, ceilings or floors. Each Office Unit shall also include (i) all lighting and electrical fixtures, cabinets, countertops, and appliances within the Office Unit, and (ii) any special equipment, fixtures or Facilities (as hereinafter defined) affixed, attached or appurtenant to the Office Unit by an Office Unit Owner other than Sponsor, to the extent located within an Office Unit and serving or benefiting only that Office Unit.

Use and occupancy of all Units will be governed by the Declaration, the Condominium By-Laws, and applicable Legal Requirements, and with respect to Office Units, also by the Office By-Laws, Office Rules and Regulations and the provisions of this Plan.

As more particularly set forth in the Declaration, Condominium By-Laws and Office By-Laws, an Office Unit may generally be used for lawful business or professional purposes. The Office Board shall have the right pursuant to the Office By-Laws, from time to time, to enact the Office Rules and Regulations governing the use of the Office Section, in order to, among other things, ensure that no use of an Office Unit by an Office Unit Owner (or its tenants) interferes with the ability of other Office Unit Owners (or their tenants) to fairly access and use (as determined by the Office Board, in its sole discretion) all or any portion of the Office Common Elements and Office Limited Common Elements. Notwithstanding anything contained herein to the contrary, Sponsor (and its designees) may, without the permission of any Office Board or any other Person, use any Unsold Office Unit (as hereinafter defined) for any lawful business or professional purpose, including, without limitation, as models and sales and/or promotion offices in connection with the sale or rental of such Units. No income derived from any use of an Office Unit (other than Office Common Charges and other fees due the Office Board pursuant to the Declaration, Condominium By-Laws, and Office By-Laws, which may constitute income to the Office Board) will constitute income to the Office Board or Office Unit Owners.

Pursuant to the Declaration and Condominium By-Laws, the Residential Units (not offered hereby) may generally be used as residences only, except that any Residential Unit may be used for professional offices with the prior written consent of the Condominium Board, not to be unreasonably withheld, and to the extent permitted by law, any Residential Unit may be used for any ancillary use, such as a permissible home occupation; and the Garage Unit (not offered hereby) may generally be used only for lawful business or professional purposes. No

representation or warranty is made with respect to any actual uses of the Residential Units or the Garage Unit or with respect to who the owner or tenant(s) of such Units may be at any time.

In addition, because Sponsor reserves the unconditional right to rent or lease Units, there is no commitment to sell more Office Units than the fifteen percent (15%) of such Office Units necessary to declare the Plan effective and, accordingly, Office Unit Owners may never gain effective control and management of The Office Units at The Corinthian Condominium, and the First Annual Office Meeting may never occur.

Office Units that are occupied at the time of Closing will be conveyed to Purchasers thereof subject to the existing lease or leases, as the case may be. See the Section of the Plan entitled "Existing Leases and Tenants" for further discussion.

There is no limit on the number of Office Unit Owners who may purchase an Office Unit for investment, rather than personal occupancy, purposes. As such there may always be a substantial percentage of Office Unit Owners who are non-occupants of the Condominium.

Each Unit Owner must pay Office Common Charges to cover the costs of operation and maintenance of the Condominium in accordance with Sections 339(i)(1)(ii) and 339(m) of the New York Condominium Act. The costs of operation and maintenance of the Condominium, including both those directly attributable to the Units and an allocated share of expenses attributable to the Condominium as a whole (such as expenses for insurance, repairs and maintenance of the General Common Elements and various service contracts), will generally be borne by the Unit Owners in proportion to their respective Common Interests. The Residential and Garage Unit Owners, who will receive in certain instances greater or fewer services from the Condominium, will bear a properly allocated share of the expenses of the Condominium, all as described in Schedules A, B-1 and B-2 of the Plan and in the Condominium By-Laws. The estimated Office Common Charges for each Office Unit for the projected First Year of Office Section Operation are set forth in Schedule A.

Operation of the Condominium overall will be vested in the Condominium Board which will be elected by or on behalf of the Unit Owners as described in the Condominium By-Laws and Office By-Laws. As more particularly set forth in the Condominium By-Laws, the Condominium Board will determine the amounts of General Common Expenses for the Condominium as a whole, and the allocation of General Common Expenses among The Corinthian Office Condominiums as well as the Residential Unit Owners and the Garage Unit. The Residential Unit Owners and the Garage Unit Owner will be obligated to pay to the Condominium Board its share of the expenses that are incurred by the Condominium Board in furnishing services, and operating, maintaining and repairing General Common Elements, only to the extent the same are utilized by or benefit such Unit Owner. As more particularly set forth in the Office By-Laws, the Office Board will determine the amounts of Office Common Expenses for The Corinthian Office Condominiums (which will include that portion of the Condominium's General Common Expenses allocated by the Condominium Board to The Corinthian Office Condominiums as well as additional Common Expenses arising solely out of the operation of The Corinthian Office Condominiums as determined by the Office Board) and the allocation of Office Common Expenses among the Office Units in The Office Units at The Corinthian Condominium. Office Unit Owners will pay Common Charges to the Office Board

only. The Office Board will be required to pay to the Condominium Board those portions of General Common Charges allocated by the Condominium Board to The Office Units at The Corinthian Condominium, before application for any other purpose.

Office Unit Owners may decorate the interior of their Office Units in any way that they desire, subject to compliance with the Declaration, Condominium By-Laws, the Office By-Laws and the Office Rules and Regulations and applicable Legal Requirements and will be responsible for maintaining, repairing and painting their Office Units and for complying with Legal Requirements applicable to their Office Units, all at their own expense.

No Office Unit Owner (other than Sponsor or its designee as the owner of Unsold Office Units) shall make any alterations, additions, installations, improvements, replacements or repairs in or to its Office Unit which affects the structure or Building (including, without limitation, the mechanical, electrical, plumbing, heating, ventilating and/or air-conditioning systems thereof), without obtaining the prior written consent of the Condominium Board and/or the Office Board, as applicable. Prior to, and as a condition of, the granting of its consent to the making of any such alteration, addition, improvement or repair in or to an Office Unit, the Condominium Board and/or the Office Board may, at its option, require the Office Unit Owner to execute an agreement, in form and substance satisfactory to such Condominium Board and/or the Office Board, setting forth the terms and conditions under which such alteration may be made. Notwithstanding the foregoing, pursuant to the terms of the Declaration, Condominium By-Laws and Office By-Laws, no Office Unit Owner shall be entitled to alter their Office Unit in any way which would interfere with the ability of any other Unit Owner to lawfully occupy their Unit without a certificate of occupancy.

Each Office Unit Owner may mortgage his or her Unit with such lender and in such amount as he or she chooses, provided only that the Office Unit Owner satisfies all unpaid liens (other than any other permitted mortgages) against his or her Commercial Unit prior to making such mortgage. Each Unit is separate and is not subject to the lien of any mortgage placed by other Unit Owners on their respective Units.

After the City of New York assesses as a separate tax lot each Commercial Unit and bills each Office Unit Owner, the Office Unit Owner will be responsible for paying the real estate taxes and assessments imposed against such Office Unit, and no Office Unit Owner will be responsible for the payment of, nor will his or her Office Unit be subjected to any lien arising from the non-payment of, taxes and assessments imposed on other Units.

The Office Board will be responsible for maintaining casualty and property insurance, with respect to the Office Common Elements and Office Limited Common Elements and the Office Unit Owners will be responsible for maintaining casualty and property insurance, with respect to the Office Units, in accordance with the provisions of the Condominium By-Laws and Office By-Laws. See the Section entitled “Rights and Obligations of the Unit Owners and the Boards” in Part I for a more complete discussion. Neither the Condominium Board nor the Office Board is required to obtain or maintain any insurance with respect to any element of, or any property contained in any Office Unit or any liability with respect to occurrences in or about each Office Unit or the Common Elements, if any, exclusively appurtenant thereto. An Office Unit Owner shall, at the Office Unit’s own cost and expense, be required to obtain and maintain

insurance covering personal property and other property and improvements in such Unit, as well as commercial general public liability insurance against claims for personal injury, death or property damage occurring in, on or about such Office Unit Owner's Unit, the Office Common Elements, and the Office Limited Common Elements, if any, exclusive to his or her Office Unit, affording protection, plus umbrella liability coverage, in then commercially reasonable amounts. Further requirements with respect to such insurance are more particularly set forth in the Office By-Laws. Purchasers are also advised that the insurance policies to be maintained by or on behalf of the Boards will be on a "replacement cost" basis and will not cover losses to the extent that "market value" of a Unit may exceed its insured replacement cost. The Condominium Board and the Office Board shall maintain insurance covering the General Common Elements and the Office Common Elements, respectively, as more fully detailed in the Declaration, the Condominium By-Laws, and the Office By-Laws, attached to Part II of this Plan. Notwithstanding the Office Unit Owner insurance requirements set forth in the Declaration and By-Laws, Purchasers are strongly advised consult their attorney or insurance agent to determine the adequacy of such coverage requirements and the advisability of obtaining additional coverage for their own risk of liability and fire and casualty losses at the Property.

3. Offering of Units for Sale

Sponsor hereby offers the thirty-two (32) Office Units for sale under the Plan. The Residential Units and the Garage Unit are not being offered for sale hereunder at this time. No representation or warranty is made (other than as expressly set forth in this Plan) as to who the owner or tenant(s) of the Residential Units and Garage Unit may be at any time or the uses to which such Units may be put at any time; and no income derived from any use of the Residential Units and Garage Unit (other than General Common Charges and other fees due the Condominium Board under the Declaration and Condominium By-Laws, which may constitute income to the Condominium Board) will constitute income to any Board or the Office Unit Owners.

There are no limitations on who may purchase such offered Office Units. However, Sponsor hereby reserves the right at any time and from time to time for any reason whatsoever, without the consent of any Board, any Unit Owner or mortgagee, to refuse to approve and execute an Agreement for any Office Unit; provided, however, that Sponsor shall not discriminate against any person because of race, creed, color, gender, sexual orientation, disability, age, marital status or national origin, or as otherwise prohibited by applicable Legal Requirements.

The prices for the Office Units offered under the Plan are listed on Schedule A, entitled "Schedule of Purchase Prices and Other Financial Details for January 1, 2017 to December 31, 2017, the Projected First Year of Office Section Operation." THESE PRICES HAVE BEEN SET BY SPONSOR AND ARE NOT SUBJECT TO REVIEW OR APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENTAL AGENCY.

Sponsor will endeavor in good faith to sell rather than lease the Office Units in a reasonably timely manner, but nevertheless reserves the unconditional right, prior to the date of closing title to a Unit, to rent or lease such Office Unit to Purchasers and others, rather than sell, the Office Units offered hereunder. There are no limitations of any kind on Sponsor's right to

rent rather than sell Office Units. As a result, Purchaser may be acquiring an Office Unit that has been previously occupied, but, unless otherwise specifically agreed to in writing by Sponsor and such Purchaser, and subject to the terms of any Existing Leases, such Office Unit will be delivered at closing free and clear of all leases and tenancies. In addition, because Sponsor has the unconditional right to rent or lease the Units, there is no commitment to sell more Office Units than the 15 percent (15%) of Office Units necessary to declare the Plan effective and owner-occupants may never gain effective control and management of either Board and the First Annual Office Meeting may never occur.

Non-tenant Purchasers of occupied or leased Office Units will purchase such Office Units subject to the terms of Existing Leases, if any, affecting such Office Units. Leases of occupied Office Units offered for sale may be inspected by bona-fide potential Purchasers at the office of Selling Agent and should be inspected to ascertain, for example, what the Purchaser's obligations would be as landlord under such leases. For the time period during which an Existing Lease held by a tenant in any Office Unit also demises space in any other Office Unit, a potential Purchaser may not purchase under this Plan less than all of the Office Units demised by such Existing Lease, unless such Purchaser and all of the Office Unit Owner(s) and/or Purchaser(s) of the remaining Office Unit(s) demised by the Existing Lease in question, shall, simultaneously with such Purchaser's purchase, enter into a joint operating, co-ownership or similar agreement in a form satisfactory to the Office Board, in respect of all Office Units demised under such Existing Lease. Upon the expiration or termination of such Existing Lease or amendment of the Existing Lease providing for the termination thereof, however, the Office Unit Owner (or its successor in interest) and the Office Unit Owner(s) of the remaining Office Unit(s) demised by the Existing Lease may sell or lease any or all of its/their Office Units previously affected by the Existing Lease, subject only to the remaining terms and conditions set forth in the Plan, any joint operating, co-ownership, or similar agreement executed as set forth in this paragraph, if applicable, or otherwise as provided in the Declaration, Condominium By-Laws, and Office By-Laws.

Sponsor makes no representation or warranty that any Existing Lease in effect as of the date the Purchase Agreement is executed and delivered will be in full force or effect at the Closing or that the tenant thereunder has or will have performed its obligations thereunder. The termination of any Existing Lease prior to Closing by reason of the tenant's default shall not affect the obligations of Purchaser under its Purchase Agreement in any manner or entitle Purchaser to an abatement of or credit against the purchase price for its Office Unit or give rise to any other claim on the part of Purchaser.

In the event Sponsor makes a bulk sale of the Office Units, the transferee is entitled to and bound by those additional rights and obligations (including the aforementioned representation regarding good faith efforts to sell the Office Units) applicable to a "sponsor" as more fully described in the Plan.

Sponsor has obtained a loan ("Sponsor's Loan") from Manufacturer's and Traders Trust Company ("Sponsor's Lender") in the aggregate maximum amount of $32,750,000.00. Pursuant to the loan documents executed in connection therewith ("Sponsor's Loan Documents"), Sponsor's Loan has a maturity date of September 1, 2019. Payments are of interest only on a monthly basis based on the outstanding amount of said loan from time to time. Since Sponsor's

Loan will not be satisfied at or prior to the First Office Closing, at or prior to the First Office Closing, Sponsor's Lender will either (i) consent to the subdivision of the Office Unit and the formation of the Office Section and acknowledge that its lien will be limited to Unsold Office Units; or (ii) subordinate the lien of its mortgage to the Office Subdivision Amendment and, at each applicable closing, after payment of the minimum release price set forth in Sponsor's Loan Documents, release its lien on the Office Unit then being conveyed and its interest in the Common Elements. There are no restrictions in Sponsor's Loan Documents on the number of Units which Sponsor may lease, rather than sell, or on the number of Units which Sponsor must sell in order to declare the plan effective.

The estimated Office Common Charges for each Unit for the projected First Year of Office Section Operation are also set forth in said Schedule A. In addition to the payment of Office Common Charges, each Office Unit Owner will be responsible for the payment of the real estate taxes which will be separately assessed against such Office Unit (although the Office By-Laws provide for a limited period of time when the Office Units may not be separately assessed), and interest and amortization payments on the mortgage, if any, which such Purchaser may obtain. (See the Section entitled "Available Services and Facilities" in Part I).

Schedule A sets forth the estimate for the amount of real estate taxes which will be payable with respect to each Office Unit during the First Year of Office Section Operation. See "Notes to Schedule A" hereof with respect to the basis of such estimate.

Sponsor hereby expressly reserves any air rights or transferable development rights to the extent that they attach to and benefit the Office Section. To the extent that the Office Units benefit from the sale or transfer or any air rights or transferrable development rights that are appurtenant to the Condominium and retained by the Condominium Board, Sponsor shall solely benefit from the portion of such benefits attributable to the Office Units. (See the Section entitled "Reservation of Air and Development Rights" below in Part I of the Plan for further discussion.)

Sponsor has filed an application to test the market (CP15-0083). As of the date of the acceptance of this Plan for filing no contracts or agreements, written or oral, have been entered into for the sale or transfer of any of the Office Units offered in this Plan and no deposits or advances of funds have been taken by or on behalf of Sponsor in connection with the reservation, sale or transfer of such Office Units.

4. **Certain Definitions**

For convenience, general definitions of certain of the terms used in Part I of the Plan are set forth below, which definitions are subject, in many cases, to the more particular definitions of such terms set forth in the Declaration, Condominium By-Laws and Office By-Laws included in Part II of the Plan.

Agreement or Purchase Agreement: The agreement to purchase an Office Unit pursuant to the Plan, the form of which is set forth as Exhibit 1 in Part II of the Plan.

Building: The building and other improvements located on the Land and commonly known as The Corinthian Condominium or by the street address of 345 East 37th Street (a/k/a 330 East 38th Street), New York, New York 10016.

Boards: The Condominium Board and the Office Board.

City Register's Office: The New York County office of the Register of The City of New York.

Common Elements: The entire property, including the Land and all parts of the Building and other improvements thereon, other than the Units. The Common Elements include, among other things, the foundations, roofs and supports of the Building and all areas, equipment or facilities for the common use of all or some of the Units or all or some of the Unit Owners. The Common Elements include the General Common Elements, the Residential Limited Common Elements, the Special Residential Limited Common Elements, the Office Common Elements, the Office Limited Common Elements, and the Garage Limited Common Elements.

Common Interest: The proportionate undivided interest in fee simple absolute in the Common Elements appurtenant to each Unit, expressed as a numerical percentage and determined in accordance with the Declaration. The total Common Interest appurtenant to all Units equals 100%. As described more fully in the Condominium By-Laws, generally, the Common Interest is the basis of determining, among other things, a Unit Owner's voting power and general liability for a share of the Common Expenses.

The "Office Common Interest" of each Office Unit (as shown on Schedule A of the Plan) refers to the Common Interest appurtenant to each Office Unit in proportion to the Common Interest appurtenant to all Office Units in the aggregate and whenever in this Plan (or in the Condominium By-Laws or Office By-Laws) it is stated that a certain percentage of Common Interest of all Office Unit Owners is required, such percentage shall be of the Office Common Interest of all such Unit Owners.

Condominium: The condominium established pursuant to the Declaration, which is referred to therein as "The Corinthian Condominium".

Condominium Board: The board of managers of the Condominium designated in accordance with the terms of the Condominium By-Laws.

Condominium By-Laws: The by-laws governing the overall operation of the Condominium, the form of which is set forth as Exhibit 7 in Part II of the Plan.

CPI Increase Factor: An increase proportionate to any increase in the cost of living from the date of the initial recording of the Declaration, as reflected by the change in the Consumer Price Index (CPI-U; All Items; 1982-84 = 100 standard reference base period) for New York, New York (or the smallest measured area including New York, New York), as published by the Bureau of Labor Statistics, United States Department of Labor or, if the same ceases to be published, a commonly used substitute therefor reasonably selected by the Condominium Board.

Declaration: The Original Declaration which, prior to the First Office Closing, will be amended as set forth in Part II of the Plan as Exhibit 6.

Department of Buildings: The Department of Buildings of The City of New York.

Department of Law: The New York State Department of Law.

Existing Lease: Any lease or sublease pursuant to which an Office Unit is demised or occupied as of the date upon which an Agreement is executed in respect of such Office Unit (each, as the same may have been modified, amended, renewed, extended or assigned prior to Sponsor's entering into the Agreement for such Office Unit). For more information concerning Existing Leases, subject to which, if any, all Office Units offered hereby are being conveyed, see the Section of Part I of the Plan entitled "Existing Leases and Tenants".

First Office Closing: The first date upon which title to any Office Unit is conveyed to a Purchaser under the Plan.

First Year of Office Section Operation. The 12-month period commencing on the date of the First Office Closing, currently anticipated to be the period from January 1, 2017 through December 31, 2017.

Floor Plans: The floor plans of the Building which will be amended and filed with, and approved by, the Tax May Unit, Land Records Division of The City of New York and the City Register's Office at the time the Declaration is recorded. The Floor Plans will show the locations of the Units and the Common Elements in the Building.

General Common Charges: Assessments payable to the Condominium Board by or on behalf of the Unit Owners for the purpose of meeting General Common Expenses. The Office Common Charges payable by each Office Unit Owner will include a proportionate share (among all Office Unit Owners) of the portion of General Common Expenses allocated by the Condominium Board to the Office Section based upon the aggregate Common Interests of all Office Units. (The Office Board will pay such General Common Charges to the Condominium Board on behalf of all Office Unit Owners.)

General Common Elements: All of the Common Elements which are not the Residential Limited Common Elements, the Special Residential Limited Common Elements, the Office Common Elements, the Office Limited Common Elements, and the Garage Limited Common Elements, as more particularly described in the Declaration and as shown on the Floor Plans for the Building.

General Common Expenses: The costs and expenses in connection with the repair, maintenance, replacement, care, upkeep and operation of, and any alteration, addition or improvement to, the General Common Elements and the provision of services to all Unit Owners.

General Rules and Regulations: The rules and regulations of the Condominium, if any, that may be made and amended in accordance with the Condominium By-Laws from time to time.

Initial Office Control Period: The period ending upon the later to occur of: (a) the fifth anniversary of the First Office Closing; or (b) the closing of title to Units representing more than 90%, both in number and in aggregate Common Interests, of all Office Units.

Land: As of the date of the initial filing of this Plan, the land comprising Block 943, Lots 1001 – 1822 on the Tax Map of the Borough of Manhattan, referenced herein by the street address of 345 East 37th Street (a/k/a 330 East 38th Street), New York, New York 10016, as further and more particularly described in the Declaration.

Legal Requirements or Laws: All laws, statutes and ordinances (including, without limitation, environmental laws, and all building codes and zoning ordinances) and the orders, rules, regulations, directives, binding resolutions and requirements of all governmental authorities (including, without limitation, the New York City Department of Buildings, the City Planning Commission, the boards of fire underwriters or any public authority or agency having jurisdiction), whether in force as of the date hereof or hereafter, which are or become, or purport to be, applicable to the Property or any part thereof.

Managing Agent: The managing agent of the Property at the time in question. It is anticipated that the managing agent of the Condominium will initially be Jeffrey Management Corporation which is part of The Feil Organization, with an address at 7 Penn Plaza, Suite 618, New York, New York 10001, pursuant to a management agreement, as more fully discussed in "Management Agreement and Contracts" in Part I of this Plan.

Offeree: A tenant of Sponsor in the Building, or a Purchaser who has executed and delivered an Agreement to Sponsor or Selling Agent and whose Agreement is in effect, or an Office Unit Owner.

Office Board: The board of managers for the Office Section.

Office By-Laws: The by-laws governing the operation of the Office Section, the initial form of which is set forth as Exhibit 8 in Part II of the Plan, including the Office Rules and Regulations, if any.

Office Common Charges: Assessments payable to the Office Board by the Office Unit Owners, pro rata, in accordance with their respective Office Common Interests (except as otherwise provided in the Declaration, the Condominium By-Laws, or the Office By-Laws) for the purpose of meeting the Office Common Expenses, including without limitation, each Office Unit Owner's share of General Common Charges as allocated by the Condominium Board to the Office Section.

Office Common Elements: Those Common Elements which serve or benefit exclusively all or a combination of the Office Units or the Office Unit Owners as more particularly described in the Declaration.

Office Common Expenses: Those costs and expenses in connection with the repair, maintenance, replacement, restoration, care, upkeep and operation of, and any alteration, addition or improvement to, the Office Common Elements and the Office Limited Common Elements and the business and affairs of the Office Section as determined by the Office Board,

plus a portion of the General Common Expenses of the Condominium as allocated to the Office Section by the Condominium Board as General Common Charges in accordance with the Condominium By-Laws.

Office Limited Common Elements: Those Common Elements which serve or benefit a single Office Unit or Office Unit Owner as more particularly described in the Declaration.

Office Rules and Regulations: The rules and regulations of the Office Section, if any, that may be made and amended in accordance with the Office By-Laws from time to time.

Office Section: As defined in the Declaration, the Office Units, the Office Common Elements, and Office Limited Common Elements, which is also referred to herein as "The Office Units at The Corinthian Condominium."

Office Unit: Any Unit designated as an Office Unit in the Declaration, and all such Office Units are collectively referred to as the "Office Units."

Office Unit Deed: The deed set forth in Part II of this Plan as Exhibit 3.

Office Unit Owner: An owner of any Office Unit at the time in question.

Office Unit Power of Attorney: The form of Office Unit Power of Attorney with respect to the Office Units as set forth in Part II, Exhibit 2 of the Plan.

The Office Units at The Corinthian Condominium: The Office Units, Office Common Elements, and Office Limited Common Elements, which is also referred to as the "Office Section" in the Declaration.

Permitted Encumbrances: Those matters encumbering title to an Office Unit subject to which a Purchaser agrees to take title, as more particularly itemized on Schedule A annexed to the form of Agreement.

Permitted Mortgage: A mortgage of an Office Unit or Office Units permitted to be placed thereon pursuant to the provisions of the Condominium By-Laws and Office By-Laws, as applicable.

Property: The Land, the Building, and the easements, rights and appurtenances thereto, including, without limitation, all Common Elements.

Purchaser: A purchaser of one or more of the Office Units offered hereunder pursuant to an Agreement.

Rules and Regulations: Refers collectively to the General Rules and Regulations or the Office Rules and Regulations, collectively, or as the context may otherwise require.

Sales Office: The Sales Office for the Office Section, at a location to be designated by the Selling Agent from time to time. The Sales Office will initially be located at the Property.

Selling Agent: Rudder Property Group, having an address at 866 United Nations Plaza, New York, 10017.

Sponsor; Sponsor or its designee; or similar phrases: Sponsor, any affiliate of Sponsor or a designee of Sponsor. An affiliate of Sponsor shall be deemed to be (i) a person or entity who or which owns 25% or more of the legal or beneficial interest of Sponsor or (ii) an entity with respect to which Sponsor owns 25% or more of the legal or beneficial interest. Sponsor shall not be deemed to include a selling agent who has complied with Section 359-e of the GBL or an attorney or other expert retained by Sponsor solely to render professional advice or opinions in connection with this offering. Sponsor shall also be deemed to include Owners of at least ten (10) Office Units or 20% of the total number of the Office 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 Office Units which such Sponsor owns.

Sponsor's Counsel: Kramer Levin Naftalis & Frankel LLP, with an address at 1177 Avenue of the Americas, New York, New York 10036.

Sponsor's Office: The office of Sponsor located at c/o 60 Guilders, LLC, 370 7th Avenue, Suite 1400, New York, New York 10001 or any other office regularly maintained by Sponsor in the City of New York.

Terrace: Any of the terraces appurtenant to an Office Unit as shown on the Floor Plans, with all such terraces being collectively referred to as the "Terraces."

Title Company: National Land Tenure Company LLC (950 Franklin Avenue, Garden City, New York 11530; Attn: Jessica Bellacicco; (516) 227-0800), or such other or additional company/ies designated by Sponsor in an amendment to this Plan.

Unit: Any space designated as an Office Unit, Residential Unit, or Garage Unit in the Declaration, consisting, generally, of the relevant condominium unit in the Building and an appurtenant undivided interest in the General Common Elements; with respect to the Residential Units, the Residential Limited Common Elements and/or the Special Residential Limited Common Elements; with respect to the Office Units, the Office Common Elements and/or the Office Limited Common Elements; and with respect to the Garage Unit, the Garage Limited Common Elements. All or any of such Units are collectively referred to as the "Units."

Unit Owner or Owner: The owner of a Unit at the time in question.

Unsold Office Units: Any Office Unit owned or retained by way of lease or any other arrangement by which management and/or financial responsibility is retained, by Sponsor or any of their respective designees as the holder of one or more Unsold Office Unit(s); any Office Unit that is acquired, individually or collectively, by a principal of Sponsor or a group of which Sponsor or one or more of its principals is a member; or an Office Unit that is acquired individually or collectively, by either the holder of a Permitted Mortgage given by Sponsor or the designee of a holder of such a Permitted Mortgage. All or any of such Office Units are collectively referred to as the "Unsold Office Units."

Unsold Unit(s): Unsold Office Unit(s)

Zoning Resolution: Zoning Resolution of The City of New York, effective as of December 15, 1961, as the same has been and hereafter may be amended from time to time.

All other capitalized terms used in Part I of the Plan which are not separately defined in Part I shall have the meanings ascribed thereto in the Declaration and Condominium By-Laws or in the Office By-Laws, as the case may be. Unless the context otherwise requires, words used in the singular include the plural and vice versa, and a reference herein to any one gender, masculine, feminine or neuter, includes the other two.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

B. DESCRIPTION OF THE 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 anticipated to be provided at the Condominium. For a more detailed physical description of the Property, see the Section entitled "Description of Property and Specifications" in Part II of the Plan.

1. The Building

The Property includes the Land and a 55 story building (the "Building") located at 345 East 37th Street (a/k/a 330 East 38th Street), New York, New York 10016 and bounded by East 38th Street, East 37th Street, the Queens Midtown Tunnel Approach, and First Avenue. The Building is located at Block 943, Lots 1001 – 1822 on the Tax Map of the Borough of Manhattan.

As of the initial filing date of this Plan, the Building contains the following condominium units:

(i) One (1) Single Office Unit, with thirty-two (32) office spaces located on floors 1-3 and certain other Common Elements;

(ii) 835 Residential Units, located on floors 4-55 and certain other Common Elements, which are used for residential purposes, which are not being offered for sale hereunder; and

(iii) one (1) Garage Unit, located on the Cellar Level and certain other Common Elements, which is used for parking purposes, which is not being offered for sale hereunder; and

(iv) Certain General Common Elements (as hereinafter defined) which include, but are not limited to, those portions of the Building (other than the Units), for the common use of the Unit Owners including various shared utility and service areas located throughout the Building.

Prior to the first closing of an Office Unit hereunder (the "First Office Closing"), Sponsor shall cause the Single Office Unit to be subdivided into the thirty-two (32) Office Units, by recording an amended and restated version of the Original Declaration and Original Condominium By-Laws (such amended and restated documents being referred to herein as the "Declaration" and "Condominium By-Laws", respectively) and the floor plans covering the Building (the "Floor Plans") to reflect the existence of the Office Units offered hereunder and to include sub-by-laws (the "Office By-Laws") governing the affairs and operation of The Corinthian Office Condominiums by a sub-board (the "Office Board").

The location in the Building, and the size, layout and approximate square footages (which approximate square footages are within reasonable tolerances) of the Office Units offered hereunder are shown on the Floor Plans set forth as Exhibit 5 in Part II of the Plan. Such Floor Plans are subject to the rights of Sponsor or its designee to combine two (2) or more Unsold Office Units, to add additional Office Units by subdividing Unsold Office Units or to change the number of rooms in, as well as the size, layout and square foot area of, any Unsold Office Units, as further described in the Section of entitled "Changes in Prices and Units: Office Units" in Part I of the Plan; provided, however, that any material change (note that there is a rebuttable

presumption that a reduction in Unit area of 5% or less is not material) shall be set forth in an amendment to the Plan, and no material adverse change will be made in the size (i.e., decrease), configuration or layout of a Unit for which an Agreement which has been countersigned by Sponsor and returned to the Purchaser unless the same is dictated by construction conditions at the Property (such as coordination of Building systems, conflicts with structural members or elements, conforming with Legal Requirements, unforeseen events, etc. and, in all cases, in good faith, reasonably necessary due to factors not within Sponsor's reasonable control, and where no practicable alternative (in the exercise of sound construction management practices) exists). In the event the Common Interest appurtenant to an Office Unit is increased in excess of five percent (5%) or there is a reduction in square footage of an Office Unit in excess of five percent (5%), Sponsor shall offer the materially adversely affected Purchaser(s) the right, for fifteen (15) days, to rescind their Agreements and receive a refund of their Deposit, together with all interest earned thereon, provided such Purchaser exercises their right to rescind by the end of such fifteen (15) day period, time being of the essence. If, at the end of such rescission period, Purchaser has not elected to rescind, then Purchaser shall be deemed to have waived such right to rescind, and shall remain obligated to close title to their Unit in accordance with their Agreement. There is a rebuttable presumption that a Unit size that is diminished by five percent (5%) is immaterial.

The Building incorporates mechanical equipment designed to provide for the physical comfort and convenience of the Building's occupants. During normal operation of this equipment, some occupants of Units adjacent to or in the vicinity of the equipment floors and equipment areas of the Building may perceive noise and/or vibration from the equipment. The sole obligation of Sponsor and the Boards with respect to such noise and/or vibration shall be to install and operate such equipment in a manner consistent with commercially reasonable practices in typical luxury high-rise residential or mixed-use buildings and in compliance with applicable Legal Requirements, including the New York City Building Code.

Any Floor Plan or sketch shown to a Purchaser, including those set forth in this Plan are only an approximation of the dimensions (within reasonable tolerances) and layout of each Office Unit. The actual layout of an Office Unit may have been altered by the tenants thereof or others, and no variation will affect a Purchaser's obligations under his or her Agreement or the Plan. In particular, but without limiting the foregoing, Purchasers are advised that the Floor Plans generally reflect only the perimeter of each Office Unit and do not reflect any interior partitions or other fit out work which may exist in an Office Unit as a result of tenant installations made prior to closing or otherwise. 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 Office Unit or otherwise be relieved of any obligations under the Agreement, by virtue of an inaccuracy or error in the Floor Plans and/or the existence of any interior partitions or other fit out work existing in an Office Unit at the time of Closing and not shown on the Floor Plans or shown on the Floor Plans and not existing in the Office Unit at closing. Each Office Unit shall be inspected by the Purchaser thereof prior to purchase and again prior to Closing to determine its actual dimensions, layout and physical condition. With regard to size, note that there is a rebuttable presumption that a reduction in Unit area of 5% or less is not material.

There is an existing Certificate of Occupancy (C.O. No. 110338), dated October 22, 1996, in place for the Building which covers the Office Section. In the event a new or amended certificate of occupancy for the Building is required, unless otherwise agreed in writing by the

parties, no Purchaser of an Office Unit hereunder shall be required to close title thereto unless and until Sponsor has obtained a temporary or permanent certificate of occupancy covering such Office Unit. (See the "Description of Property and Building Condition" set forth as Exhibit 4 in Part II of the Plan for further discussion.)

2. **First Office Closing**

As of the date of filing of this Plan with the Department of Law, Sponsor anticipates that the first closing of title to a Unit hereunder (the "First Office Closing") will occur by January 1, 2017. 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 Office Unit or otherwise be relieved from any obligations under the Agreement, in the event that the First Office Closing occurs earlier or later than such date or in the event that the closing of title to such Purchaser's Office Unit is accelerated, delayed or postponed by Sponsor, provided, however, that in the event the actual or anticipated commencement date of the projected First Year of Office Section Operation (initially anticipated to be January 1, 2017 through December 31, 2017) is to be delayed by six months or more, Sponsor will amend the Plan to include a revised Office Section budget with current projections and if: (i) the amended budget exceeds the projected budget set forth herein by 25% or more; or (ii) the actual date of the First Office Closing occurs later than January 1, 2018, twelve months after the initial projected date for the First Office Closing (provided that if the Plan is amended to provide for a later projected First Year of Office Section Operation or First Office Closing, Purchasers will be entitled to an offer of rescission only if the First Office Closing occurs more than twelve months beyond that amended, later date), then in either case Sponsor will offer all Purchasers (other than Purchasers who are then in default beyond any applicable grace period under their Agreements, if the Plan has been declared effective) the right to rescind their Agreements within not less than 15 days after the presentation date of the amendment containing such revised budget or after such 12-month period, as the case may be, and any Purchasers electing rescission pursuant to such offer will have their Deposit and any interest accrued thereon returned. Purchasers' rights as described in the preceding sentence are in lieu of any other rights or remedies which may be available pursuant to any applicable law, regulation, statute or otherwise, all of which shall be deemed to have been waived by all Purchasers. As set forth in the Section of this Plan entitled "Effective Date," no closing of title to any Office Unit will take place prior to the Plan being declared effective.

However, if the First Office Closing occurs before January 1, 2017, (or, as applicable, such other amended, later projected First Office Closing date) or within the twelve (12) month period thereafter, Sponsor may schedule the closings to title to other Office Units significantly later than such date. Unless an Agreement contains an outside closing date, Sponsor is not obligated to schedule a Purchaser's closing within any specified timeframe or to ensure that the closing of title to an Office Unit will occur within any specified timeframe or by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE AN OFFICE UNIT.

3. **Office Units**

There will initially be a total of thirty-two (32) Office Units located within the Office Section, on floors 2 through 3 of the Building. Detailed descriptions of the Office Units are set forth in the Declaration located in Exhibit 6 in Part II of the Plan.

The "Description of Property and Building Condition" set forth as Exhibit 4 in Part II of this Plan also includes a detailed description of the fixtures, finishes, appliances and equipment included in each Office Unit. As of the date of filing of this Plan, Sponsor does not anticipate making any upgrades or performing any custom work in any of the Office Units (other than those made in connection with the use of any Unsold Office Unit as a model or sales and/or promotion office). Should any upgrades be made or custom work be performed, the same shall be made or performed in accordance with a written agreement between Purchaser and Sponsor and any deposit funds collected in connection therewith shall be separate and apart from the Deposit, and shall be released in accordance with the terms of such written agreement. Moreover, Sponsor shall not be obligated to correct and shall have no liability or responsibility to any Purchaser for, and no Purchaser shall be entitled to any reduction in or credit against the purchase price of his or her Office Unit or be otherwise relieved from performing his or her obligations under the Agreement as a result of minor or insubstantial inaccuracy or error in the floor plans for such Office Unit as set forth in Part II of the Plan. The actual layout of an Office Unit which is occupied pursuant to an Existing Lease may have been altered by the tenants thereof or others, and no variation will affect a Purchaser's obligations under his or her Purchase Agreement or the Plan.

4. **Residential Units and Garage Unit**

The Condominium also includes 835 Residential Units and one (1) Garage Unit, which are not offered hereunder.

No income derived from any use of such Units will constitute income to any Board or any Unit Owner (except as may be expressly provided in the Condominium By-Laws to the contrary or pursuant to separate written agreement by or among the applicable parties). In addition, subject to all applicable zoning regulations and the Declaration or Condominium By-Laws, the Units may be sold, leased or subleased by the Unit Owners thereof, or subdivided by such Unit Owners into two (2) or more separate units and such subdivided units sold or leased. The Garage Unit may be used for any legally permitted purpose, including, without limitation, for retail, hotel, restaurant, banking, commercial, office, storage, garage, residential (to the extent the certificate of occupancy is amended to permit such use with respect to the Garage Unit), fitness facility and utility purposes (and ancillary uses of any of the foregoing). Neither the Condominium Board, nor the Office Board, will have no right to restrict or limit any of the uses of, or alterations in or to, the Units (including the portions thereof facing the street or public area) which are permitted by law and applicable zoning ordinances, except as otherwise set forth in the Declaration and the Condominium By-Laws.

Subject to compliance with all Legal Requirements, including, without limitation, the certificate of occupancy for such Unit and any applicable zoning regulations, and except as

otherwise provided herein and in the Condominium By-Laws, each Unit may be used and operated for any legally permitted purpose.

No representation or warranty is made with respect to any subsequent subdivision or offering with respect to the Units except as may be set forth in the Declaration and Condominium By-Laws.

5. **Terraces**

As indicated in Schedule A, Terraces are appurtenant to certain Office Units. Each such Terrace is an Office Limited Common Element. The Office Unit Owner of an Office Unit having a Terrace shall have the exclusive use of the Terrace appurtenant thereto, subject to the right of the Office Board to regulate its use in accordance with the Office By-Laws and the Office Rules and Regulations; and such Office Unit Owner shall be responsible for all normal maintenance, repairs and replacements to such Terrace. However, the costs and expenses of any structural repairs or repairs or replacements caused by the need for such structural repairs to any Terrace (unless caused by or attributable to the Office Unit Owner thereof) shall be charged to all Office Unit Owners as an Office Common Expense.

The Office Board shall have the right to require an Office 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 plantings or other installations may adversely affect the integrity of the Building or is otherwise unsafe. In addition, the Office 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 Office Unit Owner of an Office Unit be permitted to enclose or erect any structure on such Terrace. The Office Board may establish such other rules and regulations it deems necessary to protect the Office Limited Common Elements and the Office Units and to ensure the integrity of the Office Section and the health and safety of the occupants.

6. **Common Elements**

As is set forth in more detail in the Declaration, the Common Elements consist of the Land, together with all easements, rights and privileges appurtenant thereto (except as otherwise expressly provided in the Declaration) and all parts of the Building other than the Units themselves, including, generally, the foundations, roofs and supports of the Building and all other parts of the Building and all apparatus, installations, systems, equipment and facilities therein for the common use of the Units and Unit Owners or which are necessary or convenient for the existence, maintenance, operation or safety of the Property. The Common Elements are divided into the following separate categories: (i) the General Common Elements, which are, generally, those Common Elements which serve or benefit all the Units or Unit Owners; (ii) the Residential Limited Common Elements, which are, generally those Common Elements which serve or benefit all or a combination of Residential Units; (iii) the Special Residential Limited Common Elements, which are, generally, those Common Elements which exclusively benefit a single Residential Unit; (iv) the Office Common Elements, which are, generally, those Common Elements which serve or benefit exclusively all or a combination of the Office Units or the Office Unit Owners; (v) the Office Limited Common Elements, which are, generally, those

Common Elements which serve or benefit exclusively the Office Units, or the Office Unit Owners; and (vi) the Garage Limited Common Elements which are, generally, those Common Elements which exclusively benefit the Garage Unit. The Common Elements cannot be divided or partitioned, except as provided in the New York Condominium Act. A Unit Owner's interest in the Common Elements shall not be separated from the Unit to which it appertains. For a detailed description of the Common Elements, see Exhibit 6 in Part II of the Plan).

7. **Available Services and Facilities**

All of the following building standard services and facilities will be initially provided and made available to Office Unit Owners at no cost other than Office Common Charges payable by the Office Unit Owners, as indicated below. It is anticipated that all such services and facilities shall be available to Office Unit Owners at the time of the First Office Closing.

a. Management – The Building will be managed by the Managing Agent pursuant to a contract to be entered into by the Office Board and the Managing Agent on or before the First Office Closing. For additional information, see the Section of the Plan entitled "Management Agreement and Contracts".

b. Building Security Personnel – The Building manager or an independent security service will provide security in the lobby and at appropriate other locations in the Building (excluding within the Office Units) at select hours and such personnel will report problems to the Managing Agent as appropriate. For additional information, see the Section entitled "Notes to Schedule B-2" set forth in Part of this Plan.

c. Cleaning – The Managing Agent, on behalf of the Office Board, will contract with an independent cleaning contractor to provide cleaning of the Office Common Elements (other than the Office Limited Common Elements). The cost of such services provided to the Office Units shall be an Office Common Expense. For additional information, see the Sections entitled "Notes to Schedule B-1" and "Notes to Schedule B-2" set forth in Part of this Plan.

d. Refuse Disposal – Each Unit Owner will be responsible, at its sole cost and expense, for carting refuse from its Unit to a location designated by the Managing Agent from time to time. The Managing Agent will coordinate the cleaning of the Building and the carting of refuse away from the designated area, and the cost of such services provided to the Office Units will be an Office Common Expense. For additional information, see the Section entitled "Notes to Schedule B-2" set forth in Part of this Plan.

e. Maintenance – The Managing Agent on behalf of the Condominium Board will contract with an independent maintenance company to maintain certain portions of the General Common Elements; and Building personnel will, in a like manner, maintain the remaining portions. The cost of such services shall be a General Common Expense or Office Common Expense, as more particularly set forth in "Schedule B-2" in Part I of this Plan.

f. Elevator Service – The passenger elevators which service the Office Units and are Office Common Elements. The elevators will be automatically operated and therefore will be in service as necessary, 24 hours per day, seven days per week.

g. Other Service Contracts – Certain additional services covered by third-party contracts, such as elevator maintenance are included in Building standard services.

h. Facilities include The Corinthian Club, which is a health club located on the fourth floor of the Building, with a gym, a one-lane swimming pool, an outdoor track and a lounge area. Access to The Corinthian Club is restricted to a certain number of users from the Office Section, as more particular described in Special Risk #26. Additionally, there is a plaza (the "Plaza") located on the east side of the Building at ground level.

8. **General Provisions Concerning Services and Facilities**

No representation or warranty is made as to the continued operation or existence of any of the foregoing services or facilities once Sponsor is not in control of the Condominium Board or the Office Board. Neither Sponsor nor either Board shall have any liability with respect to the amount of the fees charged therefor.

In all likelihood, the nature of the services listed above, the hours during which they are provided and the rates charged for same will change from time to time, in the discretion of the Condominium Board, the Office Board, the Managing Agent or other party providing the service. However, all services required by law will be provided at all times. Neither Sponsor, the Managing Agent, the Selling Agent nor the Condominium Board or the Office Board will in any event be liable for the availability, interruption, discontinuance or quality of any of such services, including, but not limited to, any services provided by any outside company or person, other than Building personnel, or for any injury to person or damage to property resulting from any act or omission of such company or persons or their employees or agents, except to the extent that any such injury or damage occurs as a result of the gross negligence or willful misconduct of Sponsor, the Managing Agent, the Selling Agent, the Condominium Board or the Office Board, as the case may be.

The Condominium Board and/or the Office Board, as applicable, has complete discretion in determining how these facilities will be operated, maintained or modified, whether facilities should be added or discontinued, and the rates to be charged for their use. No representation or warranty is made as to the continued operation or existence of any of the foregoing facilities, or the amount of the fees charged therefor.

Sponsor and its designee(s) shall have the right, without prior notice to the Office Unit Owners, until the tenth (10th) anniversary of the First Office Closing (or until no Unsold Office Units remain, if earlier), to use, without charge, portions of the Office Section, including the Office Common Elements and the Office Limited Common Elements, for exhibitions, events and/or promotional functions (e.g., with respect to any sales programs for Unsold Office Units). Such activities will result in excess traffic and noise in the Building, and may interfere with owner occupants' enjoyment of the Office Units.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

C. LOCATION AND AREA INFORMATION

1. Location and Services

The Building is located at 345 East 37th Street (a/k/a 330 East 38th Street), New York, New York, on the block bounded between East 38th Street and East 37th Street and the Queens Midtown Tunnel Approach and First Avenue. The Building is located within the Midtown Southeast portion of Midtown Manhattan, which has one of the largest clusters of nationally renowned hospitals, medical centers, doctors' offices and outpatient facilities. The Building is within walking distance of the campus of facilities that makes up the NYU Langone Medical Center, as well as the United Nations headquarters facility.

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

New York City is served by three major airports -- LaGuardia Airport, John F. Kennedy International Airport and Newark Liberty International Airport. Passenger railroad service is provided from Pennsylvania Station, located at Seventh Avenue and 33rd Street, and from Grand Central Terminal, located at Lexington Avenue and 42nd Street.

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

Transportation is convenient and abundant. The M15 bus passes within a block of the Building. Grand Central Station, located approximately 0.5 miles from the Building, is a transportation hub, containing subway service on the 4, 5, 6, and 7 lines as well as commuter railroad service on Metro North.

The Building offers convenient access to the major arteries connecting Manhattan to all boroughs of New York City, Westchester County, Long Island, Upstate New York, New Jersey, Connecticut and the three major airports servicing the New York Metropolitan Area. There is nearby vehicular access to Franklin D. Roosevelt East River Drive, the major north-south route along the east side of Manhattan and to the Queens Midtown Tunnel, connecting Manhattan to points east, along the Long Island Expressway.

All public services, including police protection, street maintenance, water and fire protection are provided by The City of New York. The portions of the public streets adjacent to the Building will be maintained by the City of New York. The nearest police precinct headquarters is the 17th Precinct, located at 167 East 51st Street. Fire protection is provided from Engine 21 firehouse located at 238 East 40th Street.

As of the date of filing of this Plan with the Department of Law, Sponsor does not have any projects or new developments which are or will be adjacent to, across the street from or otherwise within one block of the Property. In the event Sponsor participates in projects or new

developments which are or will be adjacent to, across the street from or otherwise within one block from the Property, Sponsor will submit an amendment to the Plan to the Department of Law within thirty (30) days from the date Sponsor's involvement in such projects has been publicly announced.

2. **Zoning**

The Condominium is located in an area zoned C1-9, New York City Planning Commission Zoning Map 8D. The zoning permits commercial uses. The intended use of the Office Section as described in accordance with the provisions of this Plan will be in compliance with the current requirements of the Zoning Resolution. A copy of the zoning regulations and variances with respect to the Project is on file at Sponsor's Office.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

D. SCHEDULES AND NOTES

1. SCHEDULE A

The Corinthian Office Condominiums

345 East 37th Street, New York, NY 10001

Projected Common Charges and Real Estate Taxes are for the Projected First Year of Operation: January 1, 2017 - December 31, 2017 (1)

		(2)	(3)	(4)	(5)	(5)	(6)	(6)	(7)	(7)
Unit	Existing Lease	Approximate Square Footage	Purchase Price	General Office Common Interest	Projected Common Charges Monthly	Projected Common Charges Annual	Projected Real Estate Taxes Monthly	Projected Real Estate Taxes Annual	Carrying Charges Monthly	Carrying Charges Annual
201	Y	2,637.00	$2,716,110	2.4962%	$1,714	$20,567	$1,781	$21,368	$3,495	$41,934
202	N	2,285.00	$2,353,550	2.163%	$1,485	$17,821	$1,543	$18,515	$3,028	$36,337
202A	Y	1,981.00	$2,129,575	1.8752%	$1,288	$15,450	$1,338	$16,052	$2,625	$31,502
203	Y	4,953.00	$4,655,820	4.6886%	$3,219	$38,630	$3,345	$40,134	$6,564	$78,764
204	N	14,247.00	$13,819,590	13.4864%	$9,260	$111,117	$9,620	$115,443	$18,880	$226,560
207	N	3,099.00	$3,083,505	2.9335%	$2,014	$24,170	$2,093	$25,111	$4,107	$49,281
208	N	2,763.00	$2,749,185	2.6155%	$1,796	$21,550	$1,866	$22,389	$3,662	$43,938
209	N	3,075.00	$3,059,625	2.9108%	$1,999	$23,983	$2,076	$24,917	$4,075	$48,900
210	Y	2,263.00	$2,093,275	2.1422%	$1,471	$17,650	$1,528	$18,337	$2,999	$35,987
211	Y	10,199.00	$10,199,000	9.6545%	$6,629	$79,545	$6,887	$82,642	$13,516	$162,188
212	Y	1,949.00	$2,134,155	1.8449%	$1,267	$15,201	$1,316	$15,793	$2,583	$30,994
301	Y	3,852.00	$4,140,900	3.6463%	$2,504	$30,043	$2,601	$31,213	$5,105	$61,256
302	Y	2,408.00	$2,636,760	2.2794%	$1,565	$18,781	$1,626	$19,512	$3,191	$38,293
303	Y	2,450.00	$2,450,000	2.3192%	$1,592	$19,108	$1,654	$19,852	$3,247	$38,961
304	Y	2,457.00	$2,309,580	2.3258%	$1,597	$19,163	$1,659	$19,909	$3,256	$39,072
305	Y	3,450.00	$3,191,250	3.2658%	$2,242	$26,908	$2,330	$27,955	$4,572	$54,863
306	Y	4,700.00	$4,700,000	4.4491%	$3,055	$36,657	$3,174	$38,084	$6,228	$74,741
307	Y	2,894.00	$2,894,000	2.7395%	$1,881	$22,571	$1,954	$23,450	$3,835	$46,021
308	Y	3,289.00	$3,338,335	3.1134%	$2,138	$25,652	$2,221	$26,651	$4,359	$52,303
309	Y	2,368.00	$2,296,960	2.2416%	$1,539	$18,469	$1,599	$19,188	$3,138	$37,657
310	N	2,556.00	$2,658,240	2.4195%	$1,661	$19,935	$1,726	$20,711	$3,387	$40,646
311	Y	2,503.00	$2,665,695	2.3694%	$1,627	$19,522	$1,690	$20,282	$3,317	$39,803
312	Y	4,219.00	$4,535,425	3.9938%	$2,742	$32,905	$2,849	$34,187	$5,591	$67,092
313	Y	2,205.00	$2,348,325	2.0873%	$1,433	$17,197	$1,489	$17,867	$2,922	$35,065
314	Y	2,541.00	$2,388,540	2.4053%	$1,652	$19,818	$1,716	$20,590	$3,367	$40,408
315	Y	1,613.00	$1,556,545	1.5269%	$1,048	$12,580	$1,089	$13,070	$2,138	$25,650
316	Y	2,340.00	$2,258,100	2.2151%	$1,521	$18,250	$1,580	$18,961	$3,101	$37,211
317	Y	2,423.00	$2,653,185	2.2936%	$1,575	$18,898	$1,636	$19,634	$3,211	$38,531
318	Y	1,592.00	$1,512,400	1.507%	$1,035	$12,417	$1,075	$12,900	$2,110	$25,316
319	Y	1,851.00	$2,026,845	1.7522%	$1,203	$14,437	$1,250	$14,999	$2,453	$29,435
320	Y	1,943.00	$2,127,585	1.8393%	$1,263	$15,154	$1,312	$15,744	$2,575	$30,898
321	Y	2,535.00	$2,446,275	2.3997%	$1,648	$19,771	$1,712	$20,541	$3,359	$40,312
Total		**105,640.00**	**106,128,335**	**100%**	**$68,660**	**$823,920**	**$71,333**	**$856,000**	**$139,993**	**$1,679,920**

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

NOTES TO SCHEDULE A

(1) Amounts are projected on the assumption that the First Year of Office Section Operation will be the year from January 1, 2017 to December 31, 2017. The actual First Year of Office Section Operation may begin earlier or later than that year.

(2) As provided for in the Declaration set forth as Exhibit 6 in Part II of this Plan, the Office Units were measured horizontally from the inside face of the glass or inside face of the concrete block of the exterior walls to the center line of partitions separating one Unit from another Unit, or separating a Unit from corridors, stairs, elevators and mechanical equipment rooms. Vertically, each Unit consists of the space between the top of its concrete floor and the underside of its concrete ceiling and includes: (i) the interior walls, partitions, and floor coverings and finished ceilings affixed, attached or appurtenant to such Unit, (ii) any and all equipment, fixtures and appliances (including without limitation, heating and plumbing facilities, sinks, bathtubs, water closets, refrigerators, ranges dishwashers and any other fixtures and equipment), affixed, attached or appurtenant to such Unit and benefitting only that Unit and (iii) any floor constituting a mezzanine or balcony contained within the Unit and any interior stairway leading form and to the upper and lower levels of any Unit (the "Approximate Square Footage Measurement Methodology").

Schedule A set forth in Part I of this Plan and the Floor Plans set forth as Exhibit 5 in Part II of this Plan reflect the approximate gross square footage of each Office Unit (within reasonable tolerances) (the "Approximate Square Footage") calculated based upon the Approximate Square Footage Measurement Methodology, provided however, that the square footages set forth on Schedule A with respect to the Office Units reflects the Approximate Gross Square Footage multiplied by 1.36986 in order to reflect the sellable square footage of such Office Units, customarily used in connection with the sale of office space in New York City. The square foot areas shown on Schedule A and on the Floor Plans substantially exceed actual usable square feet, and would be different from that derived by using an alternative methodology of measuring from interior surfaces to interior surfaces, which would yield lesser actual usable floor area for each Office Unit.

The square foot areas shown on Schedule A and on the Floor Plans substantially exceed actual usable square feet, and would be different from that derived by using an alternative methodology of measuring from interior surfaces to interior surfaces, which would yield lesser actual useable floor area for each Unit.

Any Floor Plan or sketch shown to a Purchaser, including those set forth in this Plan are only an approximation of the dimensions (within reasonable tolerances) and layout of each Office Unit. The actual layout of an Office Unit may have been altered by the tenants thereof or others, and no variation will affect a Purchaser's obligations under his or her Agreement or the Plan. In particular, but without limiting the foregoing, Purchasers are advised that the Floor Plans generally reflect only the perimeter of each Office Unit and do not reflect any interior partitions or other fit-out work which may exist in a Unit as a result of tenant installations made prior to closing or otherwise. 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 Office Unit or otherwise be relieved of any obligations under the Agreement, by virtue of an inaccuracy or error in the Floor Plans and/or the existence of any interior partitions or other fit-out work existing in an Office Unit at the time of Closing and not shown on the Floor Plans or shown on the Floor Plans and not existing in the Office Unit at closing. Each Office Unit shall be inspected by the Purchaser thereof prior to purchase and again prior to Closing to determine its actual dimensions, layout and physical condition. The square foot areas shown on Schedule A and on the Floor Plans substantially exceed actual usable square feet, and would be different from that derived by using an alternative methodology of measuring from interior surfaces to interior surfaces, which would yield lesser actual usable floor area for each Office Unit.

(3) Sponsor has reserved the right to change the purchase prices (as well as other terms of sale) of Office Units not subject to executed Agreements, so Purchasers may pay different prices for similar Office Units. (See the Section entitled "Changes in Prices and Units: Office Units" below for further discussion.) In addition to paying the purchase prices of their Units, purchasers will be responsible for paying certain closing adjustments and closing costs, including, without limitation, the obligation to contribute to the Working Capital Fund. Purchasers are advised to consult with their attorneys as to the exact closing costs they will incur in purchasing their Office Units. (See the Section entitled "Unit Closing Costs and Adjustments" below for further discussion.)

(4) The Common Interest of each Unit has been determined, pursuant to Section 339-i(1)(ii) of the Condominium Act. In accordance with such method of calculation, the Common Interests have been determined based upon the approximate proportion that the floor area of the Unit bears to the aggregate floor area of all of the Units, but such proportion reflects the substantially exclusive advantages enjoyed by one or more, but not all, of the Units in a part or parts of the Common Elements. The aggregate Common Interests of all of the Units equals 100%.

(5) These projections have been based upon the projections contained in "Projected Budget for First Year of Office Section Operation – Schedule B-1", which were made based on the assumption that the First Year of Office Section Operation will be from January 1, 2017 to December 31, 2017. The actual first year of operation may be earlier or later. In the event the actual or anticipated commencement date of the First Year of Office Section 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 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 and any interest accrued thereon returned.

The amount of the Office Common Charges necessary to defray the cost of the interim services and facilities described in the preceding paragraph, as well as the manner of allocating such Office Common Charges among any Office Unit Owners who are

exclusively benefited by any of the same, will be determined by the Office Board, at its sole and absolute discretion, which will be likely controlled by Sponsor during such period. However, such allocation will be made in compliance with Section 339-m of the New York State Real Property Law, and in no event will Purchasers be assessed Office Common Charges during such interim period that are more than the Office Common Charges listed in Schedule A as the same may theretofore have been amended.

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

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

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

(c) the cost of interior repairs, compliance with Legal Requirements and maintenance, painting and decoration in, to or of, the Unit, including, without limitation, the equipment and appliances contained in the same, and any appurtenant Limited Common Element;

(d) the cost of any insurance that the Unit Owner may be required to (or desire to) carry covering the furniture, belongings, equipment and other personal property in the Unit, as well as the cost of any insurance the Unit Owner may be required to carry covering liability to others for personal injury or property damage as a result of occurrences in the Unit;

(e) telephone, internet access and cable and satellite television charges; and

(f) real estate taxes (see footnote 6 below).

(6) The projection of the real estate taxes that will be payable for each of the Office Units during the projected First Year of Office Section Operation is based upon an opinion of counsel letter prepared by Podell, Schwartz, Schechter and Banfield, LLP, Sponsor's real estate tax consultant and takes into account the following assumptions and projections:

(a) an approximate transitional assessed value of the Property of $8,029,980 during the 2016/2017 tax year and an approximate transitional assessed value of the Property of $7,895,000 during the 2017/2018 tax year; and

(b) an assumed tax rate in effect for the 2016/2017 and 2017/2018 tax years of 10.656%.

After the City of New York assesses each Office Unit as a separate tax lot and bills each Office Unit Owner, the Office Unit Owner will be responsible for paying the real estate taxes and assessments imposed against his or her Office Unit, and no Office Unit Owner will be responsible for the payment of, nor will his or her Office Unit be subjected to any lien arising from the non-payment of, taxes and assessments imposed on other Units.

No warranty, guaranty or assurance is given that:

(i) any projected or estimated amount set forth above (including, without limitation, the estimates of the Property's assessed valuations during the First Year of Office Section Operation, the estimates of the portions of such assessed valuations that will be allocable to the Office Units and the projection of the average real estate tax rate that will be in effect during such First Year of Office Section Operation will approximate the actual amount;

(ii) the New York City Real Estate Tax Assessment Bureau will allocate the Property's aggregate assessed valuation between the Office Units in accordance with their respective percentage of Common Interest; or

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

Until the Office Units are separately assessed, each Office Unit Owner will pay to the Office Board his or her Unit's pro rata share of the Property's real estate taxes for the period in question on the basis of percentage of Common Interest. The Office Board will pay such real estate taxes to the Department of Finance of The City of New York or directly to Sponsor if Sponsor has paid such real estate taxes. If any Unit Owner fails to pay his or her pro rata share as set forth above, the Office Board will be entitled to assess late charges and/or place a lien on such Unit as if such unpaid share were Office Common Charges. (See "Collection and Lien for Non-Payment of Office Common Charges" in Part I, in the Section entitled "Rights and Obligations of the Unit Owners and the Boards" for further discussion.) At such time as a Unit is separately assessed and separate tax bills are issued, the Office Unit Owner will pay such taxes directly to the taxing authority.

There is no assurance that the proration of taxes described in the paragraph above will equal the actual amount or allocation of real estate taxes which will be assessed against the Office Units, and the actual amounts may vary considerably from those derived using the methodology set forth above. Sponsor will amend the Plan to disclose the actual amount of real estate taxes assessed against the Office Units promptly after the same are assessed.

(7) The figures set forth in the column entitled "Carrying Charges Monthly" represent the aggregate of each Office Unit Owner's projected monthly Common Charges and real estate taxes, set forth in the columns numbered (5) and (6), respectively on Schedule A.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

2. SCHEDULE B-1

THE CORINTHIAN OFFICE CONDOMINIUMS

SCHEDULE B-1
The Corinthian Office Condominiums
345 East 37th Street, New York, NY 10001
Projected Budget for the First Year of Operation: January 1, 2017 - December 31, 2017 (1)

ESTIMATED INCOME

Common Charges - Office Units (2)	$	822,920
Total Estimated Common Charges	$	822,920

ESTIMATED EXPENSES	**Total Expenses**	
Payroll (3)	$	261,879
Heating (4)		-
Utilities (electricity) (5)	$	94,461
Repairs, maintenance and supplies (6)	$	26,689
Service contracts (7)	$	78,163
a. Metal & Marble	$	8,609
b. Rubbish Removal	$	9,461
c. Fire Protections	$	11,580
d. Uniforms	$	1,761
e. Elevators	$	17,442
f. Air Conditioning	$	26,762
g. Grounds	$	2,548
Insurance (8)	$	13,289
Management fees (9)	$	120,000
Legal fees and audit fees (10)	$	20,000
Other - CAM Charges (11)	$	181,737
a . Water	$	42,323
b. Insurance	$	32,971
c. Management Fee	$	13,088
d. R&M, Building Supplies, Grounds	$	72,595
e. Professional Fees, Residential Payroll	$	20,761
Other - Misc. Professional Fees & Misc. Operating Expenses (12)	$	26,700
Total	**$**	**822,920**

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

NOTES TO SCHEDULE B-1

(1) Amounts are projected on the assumption that the First Year of Operation will be the year from January 1, 2017 through December 31, 2017. The actual First Year of Operation may begin earlier or later than that year. In the event the actual or anticipated commencement date of the First Year of 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 Agreements within not less than fifteen (15) days after the presentation date of the amendment containing such revised budget, and any Purchasers electing rescission pursuant to such offer will have their deposits returned, together with interest earned thereon.

(2) Common Charges Office Units

These amounts represent the total Common Charges to be levied against and collected from the Office Units during the projected First Year of Operation. The Common Charges will be utilized by the Board to defray the operational expenses of the Office Section. Except as otherwise expressly set forth herein, the Common Expenses have been allocated among the Units on the basis of percentage of Common Interest, provided that Common Expenses borne by the Office Unit Owners have been allocated on the basis of the combined percentage Common Interest of the Office Units for a total of approximately 100%.

(3) Payroll ($261,879)

For the purposes of estimating all payroll costs, it has been assumed that all employees of the Buildings are members of the organized labor union 32BJ SEIU. All wage, salary, and benefit costs, including applicable payroll taxes reflect that assumption. The payroll taxes and benefits include FICA, Federal unemployment, New York State unemployment insurance, worker's compensation, and disability insurance at rates currently in effect. The level of staffing herein complies with all applicable labor laws. No warranty is made with respect to the actual wages, salaries, benefits and related payroll taxes and similar expenses which will be applicable and in effect during the First Year of Operation. However, the projected expenses for wages, salaries, and benefits as well as the assumptions described herein, are believed to be reasonable and reflect the actual salaries currently in place for the employees of the Buildings.

The wages and salaries included in the Common Expenses are based on all building employees working 40 hours per week. It should be noted that Payroll for the Office Condominium staff is processed through Residential Condominium.

(4) Heat

The entire Building is heated by steam heat, which is provided for by Con Edison. Pursuant to the Declaration of Condominium, the Residential Section is solely responsible for paying of the heat charges for the entire Building, including the Commercial Section. In exchange, the Commercial Section provides for the equipment and pays for the cost of electricity to operate certain components of the heating and air-conditioning systems which serve the Health Club on

the 4th floor of the Building. The Office Section's portion of these electricity costs are accounted for in note (4) herein.

(5) Utilities (Electricity) ($94,461)

The amount set forth is the estimate for the electricity consumed only by the Office Common Elements and the Office Section's portion of the electricity cost of the heating and cooling systems of the Condominium's Health Club on the 4th floor. All below information is sourced from a letter, dated April 12, 2016, from Horizon Engineering Associates LLP.

The estimated electrical consumption and associated cost for the Common Elements, the Condenser Water Production and the Health Club Condenser Water Production are based on assumptions dictated by the below industry standards

Condenser Water Production ($63,838)

- The estimated electrical cost is based on a current blended flat commercial utility rate available from the Con Edison Rates SC 9-1 as 22.00 cents per KWH.
- Condenser Water Production includes the Cooling Tower and Condenser Water Pumps and is calculated at 500 tons of capacity, .5 KW/Ton and an estimated load factor of 15% at 8760 hours per year.
- Cost of Health Club Condenser Water deducted from Total Cost and allocated under Health Club

Common Area Electric ($22,191)

- The estimated electrical cost is based on a current blended flat commercial utility rate available from the Con Edison Rates SC 9-1 as 22.00 cents per KWH.
- The Lighting estimated Loads are based on the 5% load factor of a 200 amp service switch with operating hours of 8,760.
- The Lobby estimated Loads (Lighting, Heat Pumps) are based on the 5% load factor of a 200 amp service switch with operating hours of 8,760.
- Building Equipment estimated loads (Elevators, Miscellaneous Equipment) are based on a 5% load factor for a 400 amp service switch with operating hours of 8,760.

Health Club Condenser Water ($8,431)

- The Commercial Unit is responsible for the cost to provide condenser water to the Health Club as defined in the Condominium Agreement.
- The estimated electrical cost is based on a current blended flat commercial utility rate available from the Con Edison Rates SC 9-1 as 22.00 cents per KWH.
- The Health Club Cooling Units are estimated to be 35 tons with an estimated load factor of 25% at operate 8760 hours per year.
- The Condenser Water Production cost includes the Cooling Tower and Condenser Water Pumps at .5 KW
- Cost of Health Club Condenser Water deducted from Total Cost and allocated under Health Club

It is impossible to predict whether the budgeted figure will reflect the actual cost of electricity for the Office Common Elements of the First Year of Operation. This cost will vary with both the level of consumption of electricity and the rate charged by the utility company. The level of consumption of electricity will be affected by the severity of the weather and any conservation measures adopted by the Board. Any projection of future costs therefore is difficult.

Each Office Unit Owner will be separately billed for and pay to the Condominium Board the cost for electricity consumed within its Unit as measured by a separate sub-meter or determined by an electric survey all as more particularly described in Schedule C-1 in this Plan. Such separate costs due and payable to the Condominium may include administrative costs incurred by the Condominium in connection therewith as more particularly set forth on such Schedule C-1.

(6) Repairs, maintenance and supplies ($26,689)

The material components of the amount budgeted for repairs, maintenance and supplies are summarized in the below table.

Electrical Repairs	$6,468
Cleaning Supplies	$10,500
Fire Protection Repairs	$9,721
Total	**$26,689**

Based upon the experience of the Sponsor's Budget Expert in operating similar buildings and based on an analysis of electrical repairs and maintenance charges for 2013, 2014 and projections based of off the first 6 months of 2015 which were $4,519, $10,159 and $4,923, respectively, the estimated cost for ordinary maintenance and repairs of the electrical system is $6,569. The amount budgeted for ordinary maintenance and repairs of the electrical system, herein, has been allocated to all Office Units on the basis of Office Common Interest.

Based upon the experience of the Sponsor's Budget Expert in operating similar buildings and based on an analysis of cleaning supplies costs for 2013 and 2014 which were $6,872, $10,600 and $4,923, respectively, the estimated cost for cleaning supplies is $10,500. The amount budgeted for ordinary maintenance and repairs of the electrical system, herein, has been allocated to all Office Units on the basis of Office Common Interest.

Based upon the experience of the Sponsor's Budget Expert in operating similar buildings, the estimated cost for ordinary maintenance and repairs for Fire Protection infrastructure is $9,721. The amount budgeted for ordinary maintenance and repairs of the roof, herein, has been allocated to all Office Units on the basis of Common Interest.

(7) Service contracts ($78,163)

The estimated costs for service contracts anticipated to be in place during the First Year of Operation is set forth below and are based upon the cost of service contracts currently in place as of the date of initial submission of this Plan to the Department of Law.

Metal & Marble	$8,609

Rubbish Removal	$9,461
Fire Protection	$11,580
Uniforms	$1,761
Elevators	$17,442
Air Conditioning	$26,762
Grounds	$2,548
Total	**$78,163**

The amounts budgeted for service contracts herein, have been generally allocated to the Office Units only on the basis of Office Common Interest.

The estimated cost for the Metal & Marble service contract anticipated to be in place during the First Year of Operation is based upon the cost of the service contract currently in place with Wallico Maintenance Group, LLC that has an annual cost of $8,609 whose contract can be cancelled upon 30 days' written notice. This purpose of this service contract is to provide regular cleaning and polishing of all metal and marble finishes throughout the lobby and common areas.

The estimated cost for the Rubbish Removal service contract anticipated to be in place during the First Year of Operation is based upon the cost of the service contract currently in place with Classic Recycling New York Corp. that has an annual cost of $8,700 whose contract can be cancelled upon 30 days' written notice.

The estimated cost for the Fire Projection service contracts anticipated to be in place during the First Year of Operation are based upon the cost of the service contracts currently in place with Central Office Alarm Company, Ltd., Quality Fire Protection, Inc. and National Standby Repair, Inc. that have a combined annual cost of $11,580 whose contracts can all be cancelled upon 30 days' written notice.

The estimated cost for the Uniform service contract anticipated to be in place during the First Year of Operation is based upon the cost of the service contract currently in place with W.H. Christian and Sons, Inc. that has an annual cost of $1,761 whose contract can be cancelled upon 30 days' written notice.

The estimated cost for the Elevator service contract anticipated to be in place during the First Year of Operation is based upon the cost of the service contract currently in place with Thyssen Krupp Elevator Corp. that has an annual cost of $17,442 whose contract expires on 8/31/2019

The estimated cost for the Air Condition service contract anticipated to be in place during the First Year of Operation is based upon the cost of the service contract currently in place with Golden HVAC, Inc. that has an annual cost of $26,762 whose contract can be cancelled upon 30 days' written notice.

The estimated cost for the Grounds service contract anticipated to be in place during the First Year of Operation is based upon the cost of the service contract currently in place with Plant Fantasies, Inc. that has an annual cost of $3,545 whose contract can be cancelled upon 30 days'

written notice. The purpose of this service contract is to provide and care for the lobby's flowers and greenery.

(8) Insurance ($13,289)

The insurance premiums are based on a letter, dated February 19, 2016, from Lockton Companies, LLC, setting forth the following coverage:

COVERAGE	**LIMITS**	**PREMIUM**
LIABILITY:		
Each Occurrence	$1,000,000	
General Aggregate	$2,000,000	
Annual Premium		$4,289
Optional Coverage:		
Excess Liability	$25,000,000	$7,000
Directors and Officers	$1,000,000	$1,500
Crime	$1,000,000	$500
TOTAL ESTIMATED PREMIUM INCLUDING OPTIONAL COVERAGE		**$13,289**

The limits, deductibles and premium indicated are based on current pricing and availability and cannot be guaranteed. Because conditions in the insurance marketplace are volatile, it is not possible to predict what the premiums will be for the First Year of Operation. Purchasers should be aware of the possibility of rate increases.

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

Sponsor will procure, on behalf of the Office Board, on or before the date of the First Closing, the insurance required to be carried under the Office By-Laws. Office Unit Owners are required to procure their own coverage for their contents and liability within their Office Unit as set forth in the Office By-Laws.

It should be noted that property insurance, including building replacement, equipment breakdown, flood, earthquake and terrorism insurance is all covered by the existing master policy for the Condominium. The cost for this insurance is incorporated in monthly CAM charges issued by the Condominium Board.

(9) Management fees ($120,000)

The cost projected herein is based on the proposed management agreement for the projected First Year of Operation to be entered into between the Office Board and Jeffery Management Corp., with an address at 7 Penn Plaza, Suite 618 New York, NY 10001, at or prior to the First Closing. In the opinion of Jeffery Management Corp., the Managing Agent's fee for the First Year of Operation is comparable to the fees charged for such services at similar buildings. Reference should be made to the Section of the Plan entitled "Management Agreement" for further discussion of the terms of the Management Agreement. Additionally, please note that a principal of an affiliate of the Managing Agent owns a minority and completely passive interest in one of the principals of the Sponsor entity.

(10) Legal fees and audit fees ($20,000)

Based on the estimate of Rosen Kuslansky, with an address at 7 Penn Plaza, Suite 1700, New York, NY 10001, as set forth in a letter dated November 2, 2015, $15,000 has been budgeted for fees to be incurred during the First Year of Operation in connection with the preparation of the audited financial statements. The balance of the budgeted amount, $5,000, has been estimated to provide for minor legal services to be rendered in connection with the operation of the Office Section such as attendance at Office and Condominium Board meetings, preparation of Office Board minutes and negotiation of minor agreements.

(11) Residential Condominium Common Area Charges ($181,737)

The estimated costs for the Office Sections share of the Common Charges issued by the Condominium are anticipated to be in place during the First Year of Operation are set forth below and are based upon the current in place budget set forth by the Condominium Board. The lone exception to this is Water & Sewer expenses. The projection for total annual cost of Water & Sewage usage for the Office Units and Common Areas are based off assumptions dictated by industry standards and sourced from a letter, dated April 12, 2016, from Horizon Engineering Associates LLP.

Water & Sewer	$42,323
Insurance	$32,971
Management Fee	$13,088
R&M, Building Supplies, Grounds	$72,595
Professional Fees, Residential Payroll	$20,761
Total	**$181,737**

It is impossible to predict whether the budgeted figure will reflect the actual cost of water and sewer costs with respect to the Office Section during the First Year of Operation. This cost will vary with both the level of consumption of water and the rate charged by the utility company. The level of consumption of water will be affected by any conservation measures adopted by the Board or Office Board. Any projection of future costs therefore is difficult.

It is believed that the budgeted figure will be sufficient to cover any reasonable increase in the cost of water and sewer charges for the Office Section during the projected First Year of Operation. However, no budget item is warranted.

(12) Other ($26,700)

The material components of the other budget items are summarized in the below table.

Exterminating	$1,120
Miscellaneous administrative, operating and professional expenses	$25,500
Total	**$26,700**

The projected amount for ordinary exterminating costs for the Office Common Elements is based upon the experience of the Sponsor's Budget Expert in operating similar buildings.

The projected amount for the cost of miscellaneous administrative, operating and professional and other costs including, but not limited to, stationary, postage, printing, telephone, cell phone, internet service, superintendent costs, permitting for building equipment (elevators, HVAC, etc.) and other fees is based on the experience of the Sponsor's Budget Expert in operating similar buildings.

Although it is anticipated that the projected income for the Office Section will be adequate to meet the estimated expenses for the First Year of Operation, assuming that such first year is the year commencing January 1, 2017, this budget is not intended, and should not be taken, as a guarantee by anyone that the annual Office Common Charges or Office Common Expenses for the first or any subsequent year of operation of the Property by the Office Board will be as set forth in the budget. In fact, it is likely that the actual income and expenses for the First Year of Operation will vary from the amounts shown in the budget.

3. **SCHEDULE B-2**

The Corinthian Condominium
Budget for Present Year of Condominium Operation From
May 1, 2016 to April 30, 2017 (See Note 1)

The Corinthian 2016-17	Budget 2015
Receipt Summary	
Maintenance/Common Charges (Current)	7,818,120
Maintenance/Common Charges (Increase)	-
Total	7,818,120
Special Assessment	1,303,020
Collection Loss	-
Commercial Income	136,476
Other Receipts	669,822
Total Receipts	9,927,438
Expense Summary	
Wages	2,058,146
Taxes and Benefits	302,539
Union Welfare and Pension	761,932
Steam	1,079,890
Steam Condensate	34,411
Electricity	488,543
Gas Other	149,204
Water & Sewer	901,003
Repairs & Maintenance	620,500
Other Building Expenses	783,200
Building Supplies	258,996
Real Estate Taxes	-
Insurance	445,815
Other Taxes & Expenses	168,963
Administrative Expenses	571,277
Debt Service	-
Total Expenses	8,624,418
Cash Flow Summary	
Net Cash Flow before Cap Ex	1,303,020

For additional information, Purchasers should also refer to the offering plan for the Condominium, which was originally accepted for filing on October 16, 1986 under file number CD86-0207. A copy of the Condominium's offering plan and all filed amendments are available for inspection with the New York State Department of Law.

SCHEDULE C-1

Projected Individual Unit Electric Costs

As more particularly set forth in the Description of Property and Building Condition in Part II of this Plan, each Office Unit Owner will either pay directly to the Utility or be separately billed by the Office Condominium Board for electricity consumed within its Unit, as measured by either (a) a Direct Meter (if a direct Con-Edison Electric Meter has been installed for such Unit, in which case such Unit shall be referred to herein as an "Direct Metered Unit"); or (b) a share electric meter (if a Unit shares a meter with other Office Units, in which case such Unit shall be referred to herein as an "Allocation Metered Unit"); which meter reading, as the case may be, shall be performed by a reputable meter reading and/or billing company retained by the Office Condominium Board to act on its behalf

The following table sets forth the estimated annual costs of electricity for each Unit as estimated by Sponsor's utility expert, Horizon Engineering Associates LLP, with an address at 30 Broad Street, Suite 1500, New York, New York 10004, in a letter dated April 12, 2016. Such table also indicates, based upon current conditions at the Property (as of the date of initial filing of this Plan with the Department of Law), whether a Unit is an Electric Allocation Metered Unit or an Electric Direct Metered Unit. Sponsor's utility expert has made the projections in the following table for: (x) Electric Direct Metered Units and Electric Allocation Metered Units based upon the following assumptions: (i) a blended flat commercial utility rate available from Con Edison Rates SC 9-1 at 22.00 cents per kilowatt hour; (ii) power for plug loads and lighting calculated at 6 watts per square foot with an estimated load factor of 50% and 1,920 hours per year; and (iii) HVAC loads calculated at 0.25 tons per 100 square feet and .5 kilowatt/ton and an estimated load factor of 50% and 1,920 hours per year.

Unit	Sub-Meter/Survey	Square Footage	Total KW/hrs.	Cost
201	Direct Meter	2,637	18,354	$4,037.77
202	Allocation	2,285	15,904	$3,498.79
202A	Allocation	1,979	13,774	$3,030.24
203	Direct Meter	4,953	34,473	$7,584.03
204	Direct Meter	14,247	99,159	$21,815.01
207	Direct Meter	3,100	21,576	$4,746.72
208	Direct Meter	2,763	19,230	$4,230.71
209	Direct Meter	3,075	21,402	$4,708.44
210	Direct Meter	2,262	15,744	$3,463.57
211	Direct Meter	10,200	70,992	$15,618.24
212	Direct Meter	1,949	13,565	$2,984.31
301	Direct Meter	3,853	26,817	$5,899.71
302	Allocation	2,409	16,767	$3,688.66
303	Allocation	2,450	17,052	$3,751.44
304	Allocation	2,456	17,094	$3,760.63

305	Allocation	3,436	23,915	$5,261.20
306	Allocation	4,699	32,705	$7,195.11
307	Allocation	2,894	20,142	$4,431.29
308	Direct Meter	3,289	22,891	$5,036.12
309	Direct Meter	2,367	16,474	$3,624.35
310	Direct Meter	2,556	17,790	$3,913.75
311	Direct Meter	2,504	17,428	$3,834.12
312	Allocation	4,217	29,350	$6,457.07
313	Allocation	2,205	15,347	$3,376.30
314	Direct Meter	2,541	17,685	$3,890.78
315	Direct Meter	1,613	11,226	$2,469.83
316	Direct Meter	2,341	16,293	$3,584.54
317	Allocation	2,422	16,857	$3,708.57
318	Allocation	1,592	11,080	$2,437.67
319	Allocation	1,852	12,890	$2,835.78
320	Allocation	1,943	13,523	$2,975.12
321	Allocation	2,535	17,644	$3,881.59

For Office Units that share a meter, the monthly costs for electricity consumed within each Unit Owner's Unit shall be billed by and shall be payable to the Office Board on a monthly basis at the same time each Unit Owner's Common Charge payment comes due, unless otherwise determined by the Office Board. Additionally, the amount billed to each Unit Owner shall also include a 6% surcharge to cover the administrative costs associated with reading a Unit's sub-meter or surveying such Unit in order to determine such Unit's consumption and computing and billing each Unit Owner for its electric charges, which surcharge amount is not reflected in the above table.

It is impossible to predict whether the figures projected in the above table will reflect the actual cost of electricity for each Unit Owner during the First Year of Operation. This cost will vary with both the level of consumption of electricity and the rate charged by the utility company. The level of consumption of electricity will be affected by the severity of the weather and any conservation measures adopted by the Office Board. Any projection of future costs therefore is difficult.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

E. COMPLIANCE WITH REAL PROPERTY LAW SECTION 339(i)

JEFFREY **MANAGEMENT CORP.**

Seven Penn Plaza
Suite 618
New York, NY 10001
212.279.7600
212.563.6657 Fax

COMPLIANCE WITH REAL PROPERTY LAW SECTION 339(i)

April 22nd, 2016

345 East 37th Street Property Owner, L.L.C.
c/o 60 Guilders, LLC
370 7th Avenue, Suite 1400
New York, New York 10001

Re: The Office Units at The Corinthian (the "Condominium")
345 East 37th Street (a/k/a 330 East 38th Street), New York, NY 10016

To Whom It May Concern:

Jeffrey Management Corp. is a licensed real estate management firm and has been engaged in the management of over 5,000 units in various condominiums and mixed-use rental properties over the past 20 years.

The undersigned has reviewed the allocation of common interests as shown on the Schedule A to be included in the Offering Plan for the subject condominium. The undersigned has no financial interest in the project. It is noted however that a principal of the undersigned indirectly owns a negligible interest in the sponsor entity.

The common interests among the Office Units have been allocated based upon the approximate proportion that the floor area of the Unit bears to the aggregate floor area of all of the Units, but such proportion reflects the substantially exclusive advantages enjoyed by one or more, but not all, of the Units in a part or parts of the Common Elements, in accordance with Section 339-i(1)(ii) of the New York State Real Property Law. This allocation utilizes measurements and calculations made by Michael Zenreich Architects, P.C.

Very truly yours,

Jeffrey Management Corp.

By: _____
Name:
Title:

KL3 3068715.1

F. CHANGES IN PRICES AND UNITS: OFFICE UNITS

The purchase prices set forth in Schedule A and other terms of payment (but not other terms of sale) with respect to a particular Office Unit are negotiable and may be changed by Sponsor at any time and from time to time, without prior notice and without the consent of any Boards, any Unit Owner or mortgagee. However, no such change with respect to any Office Unit for which an Agreement is then in effect may be made without the consent of the Purchaser thereunder, and no Agreement will be modified to waive any of the Purchaser's rights or abrogating any of Sponsor's obligations, under this Plan or Article 23-A of the New York General Business Law.

The Plan will be amended to disclose: (a) any increase (but not any decrease) in the Purchase Price of an offered Office Unit; (b) any changes in either Purchase Prices (whether increases or decreases) or other financial terms of sale that are across-the-board changes affecting one or more lines or types of Office Units; or (c) any changes in either Purchase Prices or other financial terms of sale that are to be advertised. Other than the changes described in (a) through (c) above, Purchase Prices and other terms of sale of one or more Office Units which are not subject to executed Agreements may be changed without either notice or amendment of the Plan.

If Sponsor changes the purchase price of an Office Unit, the Purchaser affected thereby may pay more or less than other Purchasers under the Plan for similar Office Units, but this will not affect any prior or subsequent sale of any other Office Units, nor will the Common Interest of any Office Unit be altered as a result of a price change for such Unit.

In order to meet the possible varying demand for number and type of different Office Units, or to meet particular requirements of prospective Purchasers, or for any other reason, Sponsor and its designees reserve the right (except to the extent prohibited by applicable Legal Requirements and subject to the Declaration, Condominium By-Laws, and Office By-Laws) at any time and from time to time, before and after the recording of the Declaration, without prior notice and without the consent of any Board, any Unit Owner or mortgagee, to: (i) make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon any Unsold Office Unit; (ii) change the layout of, or number of rooms in, any Unsold Office Unit; (iii) change the size and/or number of Unsold Office Units by subdividing one or more such Units into two or more separate Units, combining separate Unsold Office Units (including those resulting from a subdivision or combination or otherwise) into one or more Units, altering any boundary walls between any Unsold Office Units, and/or incorporating within any Unsold Office Unit the use of any portion of the Office Common Elements or Office Limited Common Elements adjacent thereto, including, but not limited to, enclosing all or any portion of a Terrace and designating the same as part of an Office Unit or part of another Office Common Element or Office Limited Common Element (but, in all events, only to the extent that such Common Elements are not required by law to be maintained as Common Elements based upon such alterations); (iv) whether in respect of subdivisions or combinations of the Unsold Office Units or otherwise, designate all or any part of an Unsold Office Unit or a Common Element as part of a newly created or expanded Unsold Office Unit or Office Common Element or Office Limited Common Element; and (v) if appropriate,

reapportion among the Unsold Office Units affected by such change, their Common Interests, provided, however, that after the recording of the Declaration, no change in any Office Unit's Common Interest will be made without obtaining the prior consent of all Office Unit Owners affected by such change; and (vi) use any Unsold Office Unit(s) as models and sales and/or promotion offices in connection with the sale or rental of the Units, subject only to compliance with applicable governmental laws and regulations as to any such use. Any such change described in subsections (i) through (vi) in the immediately preceding paragraph and additionally any material adverse change in the size or quality of any of the Common Elements shall be disclosed by Sponsor in a duly filed amendment to the Plan and, when applicable, to the Declaration. 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. In the event of any such change after the Declaration is recorded, the Declaration and Floor Plans shall each be amended and such amendments duly recorded and disclosed in a duly filed amendment to the Plan. As more particularly provided in the Declaration, Sponsor or its designee will have the right to (or to cause the Condominium Board or Office Board to) so amend the Declaration and Floor Plans, to the extent required, in order to reflect any such change affecting Unsold Office Units. In addition, none of the foregoing changes, including any material adverse change in the size, layout or Common Interest of an Office Unit or in the amount or quality of Office Common Elements or Office Limited Common Elements directly affecting or servicing a Unit, will be made with respect to any Unit for which an Agreement has been mutually executed and delivered and the Purchaser thereunder is not in default, unless Sponsor is compelled to implement changes in any case in which: (a) such change has been dictated by construction conditions at the Property (such as coordination of Building systems, conflicts with structural members or elements, conforming with Legal Requirements, unforeseen events, etc.) and, in all cases, in good faith, reasonably necessary due to factors not within Sponsor's reasonable control, and where no practicable alternative (in the exercise of sound construction management practices) exists and set forth in an amendment to the Plan, and the Purchaser is offered the right in such amendment, for at least 15 days, to rescind his or her Agreement and receive a refund of the Deposit, together with all interest earned thereon, and the Purchaser elects not to exercise such right of rescission; or (b) such change is not a material adverse change in the size, dimension or floor space or layout of such Unit, in which event a Purchaser will not be excused from purchasing such Unit by reason of such minor, non-material deviation or change and will not have any claim against Sponsor as a result thereof.

Any Floor Plan or sketch shown to a Purchaser, including those set forth in this Plan are only an approximation of the dimensions (within reasonable tolerances) and layout of each Unit. The actual layout of an Office Unit may have been altered by the tenants thereof or others, and no variation will affect a Purchaser's obligations under his or her Purchase Agreement or the Plan. In particular, but without limiting the foregoing, Purchasers are advised that the Floor Plans generally reflect only the perimeter of each Office Unit and do not reflect any interior partitions or other fit out work which may exist in an Office Unit as a result of tenant installations made prior to closing or otherwise. 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 Office Unit or otherwise be relieved of any obligations under the Agreement, by virtue of an in inaccuracy or error in the Floor Plans and/or the existence of any interior partitions or other fit out work existing in an Office Unit at the time of Closing and not shown on the Floor Plans or shown on the Floor Plans and not existing in the Office Unit at closing. Each Unit shall be

inspected by the Purchaser thereof prior to purchase and closing to determine its actual dimensions, layout and physical condition. The square foot areas shown on Schedule A and on the Floor Plans substantially exceed actual usable square feet, and would be different from that derived by using an alternative methodology of measuring from interior surfaces to interior surfaces, which would yield lesser actual usable floor area for each Office Unit.

G. ACCOUNTANT'S CERTIFIED STATEMENTS OF OPERATION

THE CORINTHIAN CONDOMINIUM
(A Condominium Association)

FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION

YEARS ENDED APRIL 30, 2014 AND 2013

THE CORINTHIAN CONDOMINIUM
(A Condominium Association)
FOR THE YEARS ENDED APRIL 30, 2014 AND 2013

Table of Contents

	Page
Independent Auditor's Report	1 - 2
Financial Statements	
Balance sheets	3
Statements of revenues, expenses and members' equity	4
Statements of cash flows	5
Notes to financial statements	6 - 13
Supplementary Information	
Independent auditor's report on supplementary information	14
Schedule I - operating expenses	15
Schedule II - maintenance expenses	15
Schedule III - administrative expenses	15



INDEPENDENT AUDITOR'S REPORT

To the Board of Managers and Members
The Corinthian Condominium

We have audited the accompanying financial statements of The Corinthian Condominium (a condominium association) which comprise the balance sheets as of April 30, 2014 and 2013, and the related statements of revenues, expenses and members' equity and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

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

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

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

CITRIN COOPERMAN & COMPANY, LLP
529 FIFTH AVENUE NEW YORK, NY 10017 | TEL 212.697.1000 | FAX 212.697.1004
CITRINCOOPERMAN.COM
AN INDEPENDENT FIRM ASSOCIATED WITH MOORE STEPHENS

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the The Corinthian Condominium as of April 30, 2014 and 2013, and the results of its operations and its cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

Omission of Required Supplementary Information about Future Major Repairs and Replacements

Management has omitted the information about the estimates of future costs of major repairs and replacements and related estimated useful lives of the common property that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Financial Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by the missing information.

Citrin Cooperman & Company, LLP
CERTIFIED PUBLIC ACCOUNTANTS

New York, New York
September 9, 2014

THE CORINTHIAN CONDOMINIUM
(A Condominium Association)
BALANCE SHEETS
APRIL 30, 2014 AND 2013

	2014	2013
ASSETS		
Cash and cash equivalents	$ 1,543,787	$ 1,075,085
Marketable securities	2,231,814	1,997,197
Certificates of deposits	255,097	254,842
Common charges receivable, net	80,346	102,841
Prepaid expenses	56,157	58,816
Furniture, fixtures and equipment, net of accumulated depreciation	180,917	122,964
Due from commercial unit owners	66,491	227,563
TOTAL ASSETS	$ 4,414,609	$ 3,839,308
LIABILITIES AND MEMBERS' EQUITY		
Liabilities:		
Accounts payable and accrued expenses	$ 580,461	$ 675,780
Common charges received in advance	250,841	232,501
Tenants' security deposits payable	135,000	-
Total liabilities	966,302	908,281
Commitments and contingencies (Notes 6 and 9)		
Members' equity (deficit):		
Members' equity	3,448,755	2,931,301
Accumulated other comprehensive loss:		
Unrealized loss on marketable securities	(448)	(274)
Total members' equity	3,448,307	2,931,027
TOTAL LIABILITIES AND MEMBERS' EQUITY	$ 4,414,609	$ 3,839,308

See accompanying notes to financial statements.

THE CORINTHIAN CONDOMINIUM
(A Condominium Association)
STATEMENTS OF REVENUES, EXPENSES AND MEMBERS' EQUITY
FOR THE YEARS ENDED APRIL 30, 2014 AND 2013

	2014	2013
Revenues:		
Common charges	$ 7,504,705	$ 7,395,125
Laundry income	168,000	168,000
Commercial unit owners' reimbursements	568,195	672,947
Move-in/move-out income	104,795	92,984
Special assessment	1,249,526	616,320
Valet income	42,000	42,000
Interest income	4,180	4,973
Storage income	17,825	15,450
Health club fees	7,969	10,039
Other	95,033	126,746
Total revenues	9,762,228	9,144,584
Expenses:		
Operating expenses	6,263,285	5,848,923
Maintenance expenses	1,232,815	1,285,547
Administrative expenses	552,715	540,405
Taxes	7,764	17,141
Depreciation	19,220	11,577
Total expenses	8,075,799	7,703,593
Excess of revenues over expenses before major repairs and replacements	1,686,429	1,440,991
Major repairs and replacements:		
Garden renovation	-	18,782
Plaza - paver project	6,635	435,042
Health club improvement	950,839	71,840
Roof project	248,202	1,462,839
Total major repairs and replacements	1,205,676	1,988,503
Excess (deficiency) of revenues over expenses	480,753	(547,512)
Members' equity - beginning	2,931,301	3,461,620
Members' contributions	36,701	17,193
MEMBERS' EQUITY - ENDING	$ 3,448,755	$ 2,931,301
Comprehensive income (loss):		
Excess (deficiency) of revenues over expenses	$ 480,753	$ (547,512)
Other comprehensive gain (loss):		
Unrealized gain (loss) on marketable securities	(174)	1,027
TOTAL COMPREHENSIVE INCOME (LOSS)	$ 480,579	$ (546,485)

See accompanying notes to financial statements.

THE CORINTHIAN CONDOMINIUM
(A Condominium Association)
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED APRIL 30, 2014 AND 2013

	2014	2013
Cash flows from operating activities:		
Excess (deficiency) of revenues over expenses	$ 480,753	$ (547,512)
Adjustments to reconcile excess (deficiency) of revenues over expenses to net cash provided by (used in) operating activities:		
Depreciation	19,220	11,577
Bad debt expense	22,706	36,140
Changes in assets and liabilities:		
Common charges receivable	(211)	(42,696)
Prepaid expenses	2,659	(13,651)
Due from commercial unit owners	161,072	(146,695)
Accounts payable and accrued expenses	(95,321)	(84,818)
Accrued interest income on marketable securities	(446)	(1,049)
Common charges received in advance	18,340	95,082
Tenants' security deposits payable	135,000	(28,566)
Net cash provided by (used in) operating activities	743,772	(722,188)
Cash flows from investing activities:		
Acquisition of furniture, fixtures and equipment	(77,173)	(134,541)
Purchase of certificate of deposit	(255,097)	(254,842)
Maturity of certificate of deposit	254,842	254,499
Proceeds from sale of marketable securities	1,996,422	980,000
Purchase of marketable securities	(2,230,765)	(1,996,422)
Net cash used in investing activities	(311,771)	(1,151,306)
Cash provided by financing activities:		
Members' contributions	36,701	17,193
Increase (decrease) in cash and cash equivalents	468,702	(1,856,301)
Cash and cash equivalents - beginning	1,075,085	2,931,386
CASH AND CASH EQUIVALENTS - ENDING	$ 1,543,787	$ 1,075,085
Supplemental disclosures of cash flow information:		
Corporate taxes paid	$ 7,764	$ 17,141

See accompanying notes to financial statements.

THE CORINTHIAN CONDOMINIUM
(A Condominium Association)
NOTES TO FINANCIAL STATEMENTS
APRIL 30, 2014 AND 2013

NOTE 1. NATURE OF ORGANIZATION

The Corinthian Condominium (the "Condominium") was formed as a condominium association in the state of New York. On October 16, 1986, the Condominium's offering plan, which is amended from time to time, was first offered to the public. The Condominium is responsible for the operation and maintenance of the common property located at 330 East 38th Street, New York, New York (the "Property"). The Property consists of 817 residential units and two commercial units. The commercial units consist of office space and a garage.

In addition, an exclusive health club known as The Corinthian Club is a component part of the residential units and is available for use by residents without charge. Commercial unit occupants may utilize this facility on an annual fee basis.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of presentation

The accompanying financial statements have been prepared on the accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America ("GAAP").

Fair value measurements

Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 820, *Fair Value Measurement*, establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). Categorization within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs. Under this standard, fair value is defined as the exit price, or the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants as of the measurement date.

The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

Level 1 inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Condominium has the ability to access.

Level 2 inputs to the valuation methodology include: quoted prices for similar assets or liabilities in active markets; quoted prices for identical assets or liabilities in inactive markets; inputs other than quoted prices that are observable for the asset or liability; and, inputs that are derived principally from or corroborated by observable market data by correlation or other means. If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 inputs to the valuation methodology are unobservable and significant to the fair value measurement.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Cash and cash equivalents

The Condominium considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents.

Marketable securities

The Condominium determines the appropriate classification of its investments at the time of purchase and reevaluates such determinations at each balance sheet date. Investments are classified as available-for-sale. Available-for-sale securities are stated at market value based on quoted market prices. Unrealized gains and losses on these investments are included as a separate component of accumulated other comprehensive income. The Condominium's investments at April 30, 2014 and 2013, consisted of certificates of deposits and a mutual fund.

Property

Real property and common areas acquired from the Condominium's sponsor (the "Sponsor"), and related improvements to such property, are not recorded in the Condominium's financial statements. Those properties are owned by the individual unit owners in common, not by the Condominium.

Furniture, fixtures and equipment

Furniture, fixtures and equipment are being depreciated over their estimated useful lives of seven years using the straight-line method.

Use of estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Due from/to commercial unit owners

The residential and commercial unit owners share the general common expenses of the Condominium. General common expenses are those expenses incurred by the Condominium for the benefit of all unit owners (residential and commercial). Such expenses are allocated among all unit owners based on their percentage of aggregate common interest, which was 88.50% for residential unit owners and 11.50% for the commercial unit owners for both years ended April 30, 2014 and 2013.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Sponsor ownership

At April 30, 2014 and 2013, the Sponsor owned 144 residential units, or approximately 18% of the total residential units. Common charges received from the Sponsor's residential units aggregated approximately $1,412,000 and $1,392,000 for the years ended April 30, 2014 and 2013, respectively, representing approximately 14% and 15%, respectively, of total revenues. The Sponsor pays the Condominium the common charges for its share of the residential units owned directly.

Common charges and assessments receivable

Condominium members are subject to monthly assessments to provide funds for the Condominium's operating expenses, future capital acquisitions, and major repairs and replacements. Common charges and assessments receivable at the balance sheet dates represent fees due from unit owners. Any excess assessments at year end are retained by the Condominium for use in the succeeding year. Although management believes that the Condominium has valid claims against the delinquent unit owners and is actively pursuing such amounts, an allowance for doubtful accounts has been provided in the amount of $78,864 and $125,016 at April 30, 2014 and 2013, respectively.

Income taxes

The Condominium qualifies as a tax-exempt homeowners' association under Internal Revenue Code Section 528 for the years ended April 30, 2014 and 2013. Under that section, the Condominium is not taxed on income and expenses related to its exempt purpose, which is the acquisition, construction, management, maintenance, and care of Condominium property. Net nonexempt function income, which includes earned interest and revenues received from nonmembers, is taxed at 30% by the federal government.

The Condominium accounts for current and deferred income taxes and, when appropriate, deferred tax assets and liabilities are recorded with respect to temporary differences in the accounting treatment of items for financial reporting purposes and for income tax purposes. Where, based on the weight of all available evidence, it is more likely than not that some amount of the recorded deferred tax assets will not be realized, a valuation allowance is established for that amount that, in management's judgment, is sufficient to reduce the deferred tax assets to an amount that is more likely than not to be realized.

The Condominium recognizes and measures its unrecognized tax benefits in accordance with FASB ASC 740, *Income Taxes*. Under that guidance, the Condominium assesses the likelihood, based on their technical merit, that tax positions will be sustained upon examination based on the facts, circumstances and information available at the end of each period. The measurement of unrecognized tax benefits is adjusted when new information is available, or when an event occurs that requires a change.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income taxes (continued)

The Condominium files income tax returns in the U.S. federal jurisdiction, New York State and the city of New York. With few exceptions, the Condominium is no longer subject to U.S. federal, state or local tax examinations by taxing authorities for years before 2010.

Subsequent events

In accordance with FASB ASC 855, *Subsequent Events*, the Condominium has evaluated subsequent events through September 9, 2014, the date on which these financial statements were available to be issued. There were no material subsequent events that required recognition or additional disclosure in these financial statements.

NOTE 3. MARKETABLE SECURITIES

A summary of the Condominium's available-for-sale securities held with a brokerage firm at April 30, 2014 and 2013, is as follows:

At April 30, 2014:	Cost	Unrealized loss	Accrued interest	Fair value
Mutual funds	$ 516,817	$ -	$ -	$ 516,817
Certificates of deposit	1,714,999	(448)	446	1,714,997
Total	$ 2,231,816	$ (448)	$ 446	$ 2,231,814
At April 30, 2013:				
Mutual funds	$ 526,422	$ -	$ -	$ 526,422
Certificates of deposit	1,470,000	(274)	1,049	1,470,775
Total	$ 1,996,422	$ (274)	$ 1,049	$ 1,997,197

At April 30, 2014 and 2013, the Condominium invested in seven and six, respectively, one-year certificates of deposit with a fair value of $1,714,997 and $1,470,775, respectively, that bear interest ranging from 0.15% to 0.35%.

NOTE 4. FURNITURE, FIXTURES AND EQUIPMENT

Furniture, fixtures and equipment consisted of the following at April 30, 2014 and 2013:

	2014	2013
Equipment	$ 46,617	$ 46,617
Furniture and fixtures	165,097	87,924
	211,714	134,541
Less: accumulated depreciation	(30,797)	(11,577)
Furniture, fixtures and equipment, net	$ 180,917	$ 122,964

Depreciation expense for the years ended April 30, 2014 and 2013, was $19,220 and $11,577, respectively.

NOTE 5. CERTIFICATES OF DEPOSIT

At April 30, 2014, the Condominium held a one-year certificate of deposit with a bank amounting to $255,097 that bears interest at 0.10%. The certificate of deposit matured on May 5, 2014, and was subsequently renewed to mature on May 5, 2015.

At April 30, 2013, the Condominium held a one-year certificate of deposit with a bank amounting to $254,842 that bears interest at 0.10%. The certificate of deposit matured on May 5, 2013, and was subsequently renewed to mature on May 5, 2014.

Certificate of deposits are stated at cost, which approximates fair value.

NOTE 6. MULTIEMPLOYER PLAN

The Condominium contributes to a multiemployer defined benefit pension plan under the terms of a collective-bargaining agreement that covers its union-represented employees. Substantially all of the Condominium's employees are subject to a collective bargaining agreement and are covered under a multiemployer plan. The risks of participating in the multiemployer plan are different from single-employer plans in the following aspects:

- Assets contributed to the multiemployer plan by one employer may be used to provide benefits to employees of other participating employers.
- If a participating employer stops contributing to the plan, its portion of the unfunded obligations of the plan may be borne by the remaining participating employers.
- If the Condominium chooses to stop participating in its multiemployer plan, it may be required to pay the plan an amount based on the underfunded status of the plan, referred to as a withdrawal liability. The Condominium currently has no intention of withdrawing from the plan.

The Condominium's participation in the plan for the years ended April 30, 2014 and 2013, is outlined in the table below. The "EIN/pension plan number" column provides the Employee Identification Number ("EIN") and the three-digit plan number, if applicable. The most recent Pension Protection Act ("PPA") zone status available in 2014 and 2013 is for the plan's year end at June 30, 2013 and 2012, respectively. The zone status is based on information that the Condominium received from the plan and is certified by the plan's actuary. Among other factors, plans in the red zone are generally less than 65 percent funded, plans in the yellow zone are 65 to 80 percent funded, and plans in the green zone are at least 80 percent funded. The "FIP/RP status pending/implemented" column indicates plans for which a financial improvement plan ("FIP") or a rehabilitation plan ("RP") is either pending or has been implemented. The last column lists the expiration date of the collective-bargaining agreement to which the plan is subject.

NOTE 6. MULTIEMPLOYER PLAN (CONTINUED)

Pension fund	EIN/pension plan number	Pension's Protection Act zone status 2013	Pension's Protection Act zone status 2012	FIP/RP status pending or implemented	Surcharge imposed	Expiration date of collective bargaining agreement
Building Services 32BJ Pension Fund (a)	13-1879376/001	Red	Red	No	No	April 20, 2018

(a) The zone status was certified by the plan's actuary as of July 1, 2013 and 2012.

The Condominium was not listed on the Form 5500 as providing more than 5% of the total contributions to the multiemployer defined benefit pension plan.

The Condominium's portion of the projected benefit obligation, plan assets and unfunded liability of the multiemployer pension plan is not material to the Condominium's financial position. However, the failure of participating employers to remain solvent could affect the Condominium's portion of the plan's unfunded liability. Specific benefit levels provided by union pension plans are not negotiated with or known by the employer contributors.

The Condominium also participates in the Building Service 32BJ Benefit Fund (the "Benefit Fund"), which comprise of the Health Fund and the Legal Services Fund. The Benefit Fund provides health, welfare, legal services and other benefits to eligible participants employed by the Condominium. The Condominium made contributions to the multiemployer defined benefit pension plan and the Benefit Fund of $674,859 and $657,693 for the years ended April 30, 2014 and 2013, respectively.

NOTE 7. CONCENTRATION OF CREDIT RISK

The Condominium maintains various bank, money market accounts and certificates of deposit with a bank, which, at times, may exceed federally-insured limits. The Condominium has not experienced any losses on such accounts and believes it is not exposed to any significant credit risk with respect to such balances.

NOTE 8. COMMON CHARGES AND SPECIAL ASSESSMENTS

The Board of Managers approved a 1.5% increase in common charges effective on both May 1, 2014 and 2013. For the years ended April 30, 2014 and 2013, the Board of Managers approved special assessments for approximately $1,250,000 and $616,000, respectively to fund the capital reserve account and various capital projects effective June 1, 2013.

NOTE 9. COMMITMENTS

The Condominium was obligated under a contract for the 4th floor roof repair project in the amount of $1,626,000, which include the installment of a new canopy and various change orders. The project commenced in March 2012 and was completed during the year ended April 30, 2013. The roof repair project was financed with the Condominium's operating funds and a special assessment.

The Condominium was obligated under a contract for an outside paver project in the amount of $1,057,000, which include change orders. The project commenced in October 2009 and was completed during the year ended April 30, 2013. The paver project was financed with the Condominium's operating funds and a special assessment.

The Condominium is obligated under a contract for the overhaul of the Condominium's Health Club in the amount of $1,820,849, which may include change orders. The project commenced in December 2013 and is expected to be completed during the year 2014. The health club project was financed with the Condominium's operating funds and a special assessment.

NOTE 10. FUTURE MAJOR REPAIRS AND REPLACEMENTS

The Condominium's governing documents do not require the accumulation of funds to finance estimated future major repairs and replacements. The Condominium has not conducted a study to determine the remaining useful lives of the components of the common property and estimates of the costs of major repairs and replacements that may be required in the future, nor has the board of managers developed a plan to fund those needs. When funds are required for major repairs and replacements, the management of the Condominium plans to borrow, increase maintenance assessments, or delay repairs and replacements until funds are available. The effect on future common charges or assessments to the Condominium's unit holders has not been determined. The Condominium's board of managers has set aside cash and cash equivalents and marketable securities of approximately $2,257,000 to be used for future repairs and replacements.

NOTE 11. FAIR VALUE MEASUREMENTS

Assets and liabilities are measured at fair value based on one or more of three valuation techniques identified in the table below. The valuation techniques are as follows:

(a) *Market approach.* Prices and other relevant information generated by market transactions involving identical or comparable assets or liabilities;

(b) *Cost approach.* Amount that would be required to replace the service capacity of an asset (replacement cost); and

NOTE 11. FAIR VALUE MEASUREMENTS (CONTINUED)

(c) *Income approach.* Techniques to convert future amounts to a single present amount based on market expectations (including present value techniques, option-pricing and excess earnings models).

The following table summarizes the Condominium's assets measured at fair value on a recurring basis, categorized by GAAP's valuation hierarchy as of April 30, 2014 and 2013:

Description	Level 1: Quoted prices in active markets for identical assets	Level 2: Significant other observable inputs	Level 3: Significant unobservable inputs	Total	Valuation technique
2014:					
Cash equivalents - Money market funds	$ 25,304	$ -	$ -	$ 25,304	(a)
Marketable securities:					
Mutual funds - Money market taxable	-	516,817	-	516,817	(a)
Certificates of deposit	-	1,714,997	-	1,714,997	(a)
Total	$ 25,304	$ 2,231,814	$ -	$ 2,257,118	
2013:					
Cash equivalents - Money market funds	$ 256,370	$ -	$ -	$ 256,370	(a)
Marketable securities:					
Mutual funds - Money market taxable	-	526,422	-	526,422	(a)
Certificates of deposit	-	1,470,775	-	1,470,775	(a)
Total	$ 256,370	$ 1,997,197	$ -	$ 2,253,567	

The fair value of money funds included in cash and cash equivalents are determined by reference to quoted market prices. The fair value of mutual funds invested in money market taxable funds and certificates of deposit are estimated using valuations provided by third-party pricing services and are generally included with Level 2 of the fair value hierarchy.

SUPPLEMENTARY INFORMATION

INDEPENDENT AUDITOR'S REPORT ON SUPPLEMENTARY INFORMATION

To the Board of Managers and Members
The Corinthian Condominium

We have audited the financial statements of The Corinthian Condominium (a condominium association) as of and for the years ended April 30, 2014 and 2013, and our report thereon dated September 9, 2014, which expressed an unmodified opinion on those financial statements, appears on pages 1 and 2. Our audits were performed for the purpose of forming an opinion on the financial statements as a whole. The information contained in the schedules of expenses on page 15 is presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Citrin Cooperman & Company, LLP
CERTIFIED PUBLIC ACCOUNTANTS

New York, New York
September 9, 2014

THE CORINTHIAN CONDOMINIUM
(A Condominium Association)
SCHEDULES OF EXPENSES
FOR THE YEARS ENDED APRIL 30, 2014 AND 2013

	2014	2013
Schedule I - operating expenses:		
Payroll	$ 1,925,807	$ 1,898,155
Payroll taxes	193,551	178,415
Union benefits	674,859	657,693
Insurance	440,121	391,761
Steam	1,271,215	1,138,399
Electricity	584,889	514,578
Gas	207,130	179,547
Water and sewer	890,207	816,062
Exterminating	15,600	18,647
Uniform expense	37,200	19,526
Bad debt expense	22,706	36,140
TOTAL OPERATING EXPENSES	$ 6,263,285	$ 5,848,923
Schedule II - maintenance expenses:		
Elevator	$ 93,735	$ 97,353
Heating and air conditioning	103,232	44,816
Health club expenses	181,973	419,536
General repairs and maintenance	264,735	246,696
Exterior repairs	265,478	120,345
Roof repairs and maintenance	4,453	13,725
Hardware and supplies	241,543	231,542
Landscaping	69,984	96,110
Miscellaneous	7,682	15,424
TOTAL MAINTENANCE EXPENSES	$ 1,232,815	$ 1,285,547
Schedule III - administrative expenses:		
Management fees	$ 303,500	$ 303,500
Professional fees	118,211	103,938
Office expense	131,004	132,967
TOTAL ADMINISTRATIVE EXPENSES	$ 552,715	$ 540,405

See independent auditor's report on supplementary information.

THE CORINTHIAN CONDOMINIUM
(A Condominium Association)

FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION

YEARS ENDED APRIL 30, 2013 AND 2012

THE CORINTHIAN CONDOMINIUM
(A Condominium Association)
FOR THE YEARS ENDED APRIL 30, 2013 AND 2012

Table of Contents

	Page
Independent Auditors' Report	1 - 2
Financial Statements	
Balance sheets	3
Statements of revenues, expenses and members' equity	4
Statements of cash flows	5
Notes to financial statements	6 - 14
Supplementary Information	
Independent auditors' report on supplementary information	15
Schedule I - operating expenses	16
Schedule II - maintenance expenses	16
Schedule III - administrative expenses	16



CITRINCOOPERMAN

Attest & Assurance | Tax Compliance & Research | Specialty & Consulting

INDEPENDENT AUDITORS' REPORT

To the Board of Managers and Members
The Corinthian Condominium

We have audited the accompanying financial statements of The Corinthian Condominium (the "Condominium") (a condominium association) which comprise the balance sheets as of April 30, 2013 and 2012, and the related statements of revenues, expenses and members' equity and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the The Corinthian Condominium as of April 30, 2013 and 2012, and the results of its operations and its cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Management has not estimated the remaining lives and replacement costs of the common property and, therefore, has omitted the information about the estimates of future costs of major repairs and replacements and related estimated useful lives of the common property that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Financial Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by the missing information.

Citrin Cooperman & Company, LLP
CERTIFIED PUBLIC ACCOUNTANTS

New York, New York
August 27, 2013

THE CORINTHIAN CONDOMINIUM
(A Condominium Association)
BALANCE SHEETS
APRIL 30, 2013 AND 2012

	2013	2012
ASSETS		
Cash and cash equivalents	$ 1,075,085	$ 2,931,386
Marketable securities	1,997,197	978,699
Certificates of deposits	254,842	254,499
Common charges receivable, net	102,841	96,285
Prepaid expenses	58,816	45,165
Furniture, fixtures and equipment, net of accumulated depreciation	122,964	-
Due from commercial unit owners	227,563	80,868
TOTAL ASSETS	$ 3,839,308	$ 4,386,902
LIABILITIES AND MEMBERS' EQUITY		
Liabilities:		
Accounts payable and accrued expenses	$ 675,780	$ 760,598
Common charges received in advance	232,501	137,419
Tenants' security deposits payable	-	28,566
Total liabilities	908,281	926,583
Commitments and contingencies (Notes 6, 7 and 9)		
Members' equity:		
Members' equity	2,931,301	3,461,620
Accumulated other comprehensive loss:		
Unrealized loss on marketable securities	(274)	(1,301)
Total members' equity	2,931,027	3,460,319
TOTAL LIABILITIES AND MEMBERS' EQUITY	$ 3,839,308	$ 4,386,902

See accompanying notes to financial statements.

THE CORINTHIAN CONDOMINIUM
(A Condominium Association)
STATEMENTS OF REVENUES, EXPENSES AND MEMBERS' EQUITY
FOR THE YEARS ENDED APRIL 30, 2013 AND 2012

	2013	2012
Revenues:		
Common charges	$ 7,395,125	$ 7,289,579
Laundry income	168,000	168,000
Commercial unit owners' reimbursements	672,947	526,252
Move-in/move-out income	92,984	97,895
Special assessment	616,320	459
Valet income	42,000	42,000
Interest income	4,973	3,059
Storage income	15,450	18,800
Health club fees	10,039	14,752
Other	126,746	64,136
Total revenues	9,144,584	8,224,932
Expenses:		
Operating expenses	5,848,923	5,633,346
Maintenance expenses	1,285,547	1,558,975
Administrative expenses	540,405	354,834
Taxes	17,141	11,920
Depreciation	11,577	-
Total expenses	7,703,593	7,559,075
Excess of revenues over expenses before major repairs and replacements	1,440,991	665,857
Major repairs and replacements:		
Garden renovation	18,782	-
Plaza - paver project	435,042	39,474
Health club improvement	71,840	-
Roof project	1,462,839	404,758
Total major repairs and replacements	1,988,503	444,232
Excess (deficiency) of revenues over expenses	(547,512)	221,625
Members' equity - beginning	3,461,620	3,226,976
Members' contributions	17,193	13,019
MEMBERS' EQUITY - ENDING	$ 2,931,301	$ 3,461,620
Comprehensive income (loss):		
Excess (deficiency) of revenues over expenses	$ (547,512)	$ 221,625
Other comprehensive loss:		
Unrealized gain (loss) on marketable securities	1,027	(1,301)
TOTAL COMPREHENSIVE INCOME (LOSS)	$ (546,485)	$ 220,324

See accompanying notes to financial statements.

THE CORINTHIAN CONDOMINIUM
(A Condominium Association)
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED APRIL 30, 2013 AND 2012

	2013	2012
Cash flows from operating activities:		
Excess (deficiency) of revenues over expenses	$ (547,512)	$ 221,625
Adjustments to reconcile excess (deficiency) of revenues over expenses to net cash provided by (used in) operating activities:		
Depreciation	11,577	-
Bad debt expense	36,140	29,296
Changes in assets and liabilities:		
Common charges receivable	(42,696)	(75,079)
Prepaid expenses	(13,651)	12,084
Due from commercial unit owners	(146,695)	(77,843)
Accounts payable and accrued expenses	(84,818)	(39,455)
Accrued interest income on marketable securities	(1,049)	-
Common charges received in advance	95,082	6,485
Tenants' security deposits payable	(28,566)	-
Net cash provided by (used in) operating activities	(722,188)	77,113
Cash flows from investing activities:		
Acquisition of furniture, fixtures and equipment	(134,541)	-
Purchase of certificate of deposit	(254,842)	(254,499)
Maturity of certificate of deposit	254,499	253,040
Proceeds from sale of marketable securities	980,000	-
Purchase of marketable securities	(1,996,422)	(980,000)
Net cash used in investing activities	(1,151,306)	(981,459)
Cash provided by financing activities:		
Members' contributions	17,193	13,019
Decrease in cash and cash equivalents	(1,856,301)	(891,327)
Cash and cash equivalents - beginning	2,931,386	3,822,713
CASH AND CASH EQUIVALENTS - ENDING	$ 1,075,085	$ 2,931,386
Supplemental disclosures of cash flow information:		
Corporate taxes paid	$ 17,141	$ 11,570

See accompanying notes to financial statements.

NOTE 1. NATURE OF ORGANIZATION

The Corinthian Condominium (the "Condominium") was formed as a condominium association in the state of New York. On October 16, 1986, the Condominium's offering plan, which is amended from time to time, was first offered to the public. The Condominium is responsible for the operation and maintenance of the common property located at 330 East 38th Street, New York, New York (the "Property"). The Property consists of 817 residential units and two commercial units. The commercial units consist of office space and a garage.

In addition, an exclusive health club known as The Corinthian Club is a component part of the residential units and is available for use by residents without charge. Commercial unit occupants may utilize this facility on an annual fee basis.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of presentation

The accompanying financial statements have been prepared on the accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America ("GAAP").

Fair value measurements

In May 2011, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2011-04, *Amendments to Achieve Common Fair Value Measurement and Disclosure Requirements in U.S. GAAP and IFRSs.* ASU 2011-04 amends FASB Accounting Standards Codification ("ASC") 820, *Fair Value Measurement,* providing a consistent definition and measurement of fair value as well as similar disclosure requirements between U.S. GAAP and International Financial Reporting Standards. ASU 2011-04 changes certain fair value measurement principles, clarifies the application of existing fair value measurement, and expands the FASB ASC 820 disclosure requirements, particularly for Level 3 fair value measurements. ASU 2011-04 was effective for the year beginning January 1, 2012. The adoption of ASU 2011-04 did not have a material effect on the Condominium's financial statements, but did require certain additional disclosures.

FASB ASC 820 establishes a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). Categorization within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs. Under the new standard, fair value is defined as the exit price, or the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants as of the measurement date.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fair value measurements (continued)

The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

Level 1 inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Condominium has the ability to access.

Level 2 inputs to the valuation methodology include: quoted prices for similar assets or liabilities in active markets; quoted prices for identical assets or liabilities in inactive markets; inputs other than quoted prices that are observable for the asset or liability; and, inputs that are derived principally from or corroborated by observable market data by correlation or other means. If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 inputs to the valuation methodology are unobservable and significant to the fair value measurement.

Cash and cash equivalents

The Condominium considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents.

Marketable securities

The Condominium determines the appropriate classification of its investments at the time of purchase and reevaluates such determinations at each balance sheet date. Investments are classified as available-for-sale. Available-for-sale securities are stated at market value based on quoted market prices. Unrealized gains and losses on these investment are included as a separate component of accumulated other comprehensive income. The Condominium's investments at April 30, 2013, consisted of certificates of deposits and a mutual fund. The Condominium's investments at April 30, 2012, consisted of certificates of deposits.

Property

Real property and common areas acquired from the Condominium's sponsor (the "Sponsor"), and related improvements to such property, are not recorded in the Condominium's financial statements. Those properties are owned by the individual unit owners in common, not by the Condominium.

Furniture, fixtures and equipment

Furniture, fixtures and equipment are being depreciated over their estimated useful lives of seven years using the straight-line method.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Use of estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Due from/to commercial unit owners

The residential and commercial unit owners share the general common expenses of the Condominium. General common expenses are those expenses incurred by the Condominium for the benefit of all unit owners (residential and commercial). Such expenses are allocated among all unit owners based on their percentage of aggregate common interest, which was 88.50% for residential unit owners and 11.50% for the commercial unit owners for both years ended April 30, 2013 and 2012. Common charges received from the commercial unit owners aggregated approximately $194,000 for the years ended April 30, 2013 and 2012, respectively. Reimbursements received from the commercial unit owners amounted to approximately $81,000 and $66,000 during the years ended April 30, 2013 and 2012, respectively.

Sponsor ownership

At April 30, 2013 and 2012, the Sponsor owned 144 residential units, or approximately 18% of the total residential units. Common charges received from the Sponsor's residential units aggregated approximately $1,392,000 and $1,371,000 for the years ended April 30, 2013 and 2012, respectively, representing approximately 15% and 17%, respectively, of total revenues. The Sponsor pays the Condominium the common charges for its share of the residential units owned directly.

Common charges and assessments receivable

Condominium members are subject to monthly assessments to provide funds for the Condominium's operating expenses, future capital acquisitions, and major repairs and replacements. Common charges and assessments receivable at the balance sheet dates represent fees due from unit owners. Any excess assessments at year end are retained by the Condominium for use in the succeeding year. Although management believes that the Condominium has valid claims against the delinquent unit owners and is actively pursuing such amounts, an allowance for doubtful accounts has been provided in the amount of $125,016 and $88,876 at April 30, 2013 and 2012, respectively.

Income taxes

The Condominium qualifies as a tax-exempt homeowners' association under Internal Revenue Code Section 528 for the years ended April 30, 2013 and 2012. Under that section, the Condominium is not taxed on income and expenses related to its exempt purpose, which is the acquisition, construction, management, maintenance, and care of Condominium property. Net nonexempt function income, which includes earned interest and revenues received from nonmembers, is taxed at 30% by the federal government.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income taxes (continued)

The Condominium accounts for current and deferred income taxes and, when appropriate, deferred tax assets and liabilities are recorded with respect to temporary differences in the accounting treatment of items for financial reporting purposes and for income tax purposes. Where, based on the weight of all available evidence, it is more likely than not that some amount of the recorded deferred tax assets will not be realized, a valuation allowance is established for that amount that, in management's judgment, is sufficient to reduce the deferred tax assets to an amount that is more likely than not to be realized.

The Condominium recognizes and measures its unrecognized tax benefits in accordance with FASB ASC 740, *Income Taxes*. Under that guidance, the Condominium assesses the likelihood, based on their technical merit, that tax positions will be sustained upon examination based on the facts, circumstances and information available at the end of each period. The measurement of unrecognized tax benefits is adjusted when new information is available, or when an event occurs that requires a change.

The Condominium files income tax returns in the U.S. federal jurisdiction, New York State and the city of New York. With few exceptions, the Condominium is no longer subject to U.S. federal, state or local tax examinations by taxing authorities for years before 2009.

Multiemployer pension plan

In September 2011, the FASB issued ASU 2011-09, *Disclosures about an Employer's Participation in a Multiemployer Plan*, which amends FASB ASC 715-80, *Compensation – Retirement Benefits – Multiemployer Plans*. This guidance requires additional quantitative and qualitative disclosures for employers who participate in a multiemployer pension plan. The Condominium adopted this guidance for the year ended April 30, 2013. This guidance is limited to the form and content of disclosures, and its adoption did not have an impact on the Condominium's financial position, results of operations or cash flows.

Reclassifications

Certain amounts in the 2011 financial statements have been reclassified to conform to the 2012 presentation. These reclassification adjustments had no effect on the Condominium's previously reported excess of revenues over expenses.

Subsequent events

In accordance with FASB ASC 855, *Subsequent Events*, the Condominium has evaluated subsequent events through August 27, 2013, the date on which these financial statements were available to be issued. There were no material subsequent events that required recognition or additional disclosure in these financial statements.

NOTE 3. MARKETABLE SECURITIES

A summary of the Condominium's available-for-sale securities held with a brokerage firm at April 30, 2013 and 2012, is as follows:

At April 30, 2013:	Cost	Unrealized loss	Accrued interest	Fair value
Mutual funds	$ 526,422	$ -	$ -	$ 526,422
Certificates of deposit	1,470,000	(274)	1,049	1,470,775
Total	$ 1,996,422	$ (274)	$ 1,049	$ 1,997,197
At April 30, 2012:				
Certificates of deposit	$ 980,000	$ (1,301)	$ -	$ 978,699

At April 30, 2013, the Condominium invested in six one-year certificates of deposit with a fair value of $1,470,775 that bear interest ranging from 0.15% to 0.35%.

At April 30, 2012, the Condominium invested in four certificates of deposit which bore interest ranging from 0.20% to 0.35%.

NOTE 4. FURNITURE, FIXTURES AND EQUIPMENT

Furniture, fixtures and equipment consisted of the following at April 30, 2013 and 2012:

	2013	2012
Equipment	$ 46,617	$ -
Furniture and fixtures	87,924	-
	134,541	-
Less: accumulated depreciation	(11,577)	-
Furniture, fixtures and equipment, net	$ 122,964	$ -

Depreciation expense for the years ended April 30, 2013 and 2012, was $11,577 and $- respectively.

NOTE 5. CERTIFICATES OF DEPOSIT

At April 30, 2013, the Condominium held a one-year certificate of deposit with a bank amounting to $254,842 that bears interest at 0.10%. The certificate of deposit matured on May 5, 2013, and was subsequently renewed to mature on May 5, 2014.

At April 30, 2012, the Condominium held a one-year certificate of deposit with a bank amounting to $254,499 that bears interest at 0.50%. The certificate of deposit matured on May 5, 2012, and was subsequently renewed to mature on May 5, 2013.

Certificate of deposits are stated at cost, which approximates fair value.

NOTE 6. MULTIEMPLOYER PLAN

The Condominium contributes to a multiemployer defined benefit pension plan under the terms of a collective-bargaining agreement that covers its union-represented employees. Substantially all of the Condominium's employees are subject to a collective bargaining agreement and are covered under a multiemployer plan. The risks of participating in the multiemployer plan are different from single-employer plans in the following aspects:

- Assets contributed to the multiemployer plan by one employer may be used to provide benefits to employees of other participating employers.
- If a participating employer stops contributing to the plan, its portion of the unfunded obligations of the plan may be borne by the remaining participating employers.
- If the Condominium chooses to stop participating in its multiemployer plan, it may be required to pay the plan an amount based on the underfunded status of the plan, referred to as a withdrawal liability. The Condominium currently has no intention of withdrawing from the plan.

The Condominium's participation in the plan for the years ended April 30, 2013 and 2012, is outlined in the table below. The "EIN/Pension Plan Number" column provides the Employee Identification Number ("EIN") and the three-digit plan number, if applicable. The most recent Pension Protection Act ("PPA") zone status available in 2013 and 2012 is for the plan's year end at June 30, 2012 and 2011, respectively. The zone status is based on information that the Condominium received from the plan and is certified by the plan's actuary. Among other factors, plans in the red zone are generally less than 65 percent funded, plans in the yellow zone are less than 80 percent funded, and plans in the green zone are at least 80 percent funded. The "FIP/RP status pending/implemented" column indicates plans for which a financial improvement plan ("FIP") or a rehabilitation plan ("RP") is either pending or has been implemented. The last column lists the expiration date of the collective-bargaining agreement to which the plan is subject.

Pension fund	EIN/pension plan number	Pension's Protection Act zone status 2012	2011	FIP/RP status pending or implemented	Surcharge imposed	Expiration date of collective bargaining agreement
Building Services 32BJ Pension Fund (a)	13-1879376/001	Red	Red	No	No	April 20, 2014

(a) The zone status was certified by the plan's actuary as of July 1, 2012 and 2011.

The Condominium was not listed on the Form 5500 as providing more than 5% of the total contributions to the multiemployer defined benefit pension plan.

The Condominium's portion of the projected benefit obligation, plan assets and unfunded liability of the multiemployer pension plan is not material to the Condominium's financial position. However, the failure of participating employers to remain solvent could affect the Condominium's portion of the plan's unfunded liability. Specific benefit levels provided by union pension plans are not negotiated with or known by the employer contributors.

NOTE 6. MULTI-EMPLOYER PLAN (CONTINUED)

The Condominium also participates in the Building Service 32BJ Benefit Fund (the "Benefit Fund"), which comprise of the Health Fund and the Legal Services Fund. The Benefit Fund provides health, welfare, legal services and other benefits to eligible participants employed by the Condominium. The Condominium made contributions to the multiemployer defined benefit pension plan and the Benefit Fund of $657,693 and $606,731 for the years ended April 30, 2013 and 2012, respectively.

NOTE 7. CONCENTRATION OF CREDIT RISK

The Condominium maintains various bank, money market accounts and certificate of deposits, which, at times, may exceed federally-insured limits. The Condominium has not experienced any losses on such accounts and believes it is not exposed to any significant credit risk with respect to such balances.

NOTE 8. COMMON CHARGES AND SPECIAL ASSESSMENTS

The board of managers approved a 1.5% increase in common charges effective May 1, 2013 and May 1, 2012, respectively. In addition, the board of managers approved a one-month assessment for approximately $616,000 to fund the capital reserved account and various capital projects effective June 1, 2012.

NOTE 9. COMMITMENTS

The Condominium was obligated under a contract for a roof repair project in the amount of $1,626,000, which include the installment of a new canopy and various change orders. The project commenced in March 2012 and was completed during the year ended April 30, 2013. The roof repair project was financed with the Condominium's operating funds and a special assessment.

The Condominium was obligated under a contract for an outside paver project in the amount of $1,057,000, which include change orders. The project commenced in October 2009 and was completed during the year ended April 30, 2013. The paver project was financed with the Condominium's operating funds and a special assessment.

NOTE 10. FUTURE MAJOR REPAIRS AND REPLACEMENTS

The Condominium's governing documents do not require the accumulation of funds to finance estimated future major repairs and replacements. The Condominium has not conducted a study to determine the remaining useful lives of the components of the common property and estimates of the costs of major repairs and replacements that may be required in the future, nor has the board of managers developed a plan to fund those needs. When funds are required for major repairs and replacements, the management of the Condominium plans to borrow, increase maintenance assessments, or delay repairs and replacements until funds are available. The effect on future common charges or assessments to the Condominium's unit holders has not been determined. The Condominium's board of managers has set aside cash and cash equivalents and marketable securities of approximately $2,254,000 to be used for future repairs and replacements.

NOTE 11. FAIR VALUE MEASUREMENTS

Assets and liabilities are measured at fair value based on one or more of three valuation techniques identified in the table below. The valuation techniques are as follows:

(a) *Market approach.* Prices and other relevant information generated by market transactions involving identical or comparable assets or liabilities;

(b) *Cost approach.* Amount that would be required to replace the service capacity of an asset (replacement cost); and

(c) *Income approach.* Techniques to convert future amounts to a single present amount based on market expectations (including present value techniques, option-pricing and excess earnings models).

The following table summarizes the Condominium's assets measured at fair value on a recurring basis, categorized by GAAP's valuation hierarchy as of April 30, 2013 and 2012:

Description	Level 1: Quoted prices in active markets for identical assets	Level 2: Significant other observable inputs	Level 3: Significant unobservable inputs	Total	Valuation technique
2013:					
Cash equivalents - Money market funds	$ 256,370	$ -	$ -	$ 256,370	(a)
Marketable securities:					
Mutual funds - Money market taxable	-	526,422	-	526,422	(a)
Certificates of deposit	-	1,470,775	-	1,470,775	(a)
Total	$ 256,370	$ 1,997,197	$ -	$ 2,253,567	
2012:					
Cash equivalents - Money market funds	$ 1,270,756	$ -	$ -	$ 1,270,756	(a)
Marketable securities:					
Certificates of deposit	-	978,699	-	978,699	(a)
Total	$ 1,270,756	$ 978,699	$ -	$ 2,249,455	

NOTE 11. FAIR VALUE MEASUREMENTS (CONTINUED)

The fair value of money funds included in cash and cash equivalents are determined by reference to quoted market prices. The fair value of certificates of deposit are estimated using valuations provided by third-party pricing services and are generally included with level 2 of the fair value hierarchy.

SUPPLEMENTARY INFORMATION



CITRINCOOPERMAN
Attest & Assurance | Tax Compliance & Research | Specialty & Consulting

INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION

To the Board of Managers and Members
The Corinthian Condominium

We have audited the financial statements of The Corinthian Condominium (a condominium association) as of and for the years ended April 30, 2013 and 2012, and our report thereon dated August 27, 2013, which expressed an unmodified opinion on those financial statements, appears on pages 1 and 2. Our audits were performed for the purpose of forming an opinion on the financial statements as a whole. The information contained in the schedules of expenses on page 16 is presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Citrin Cooperman & Company, LLP
CERTIFIED PUBLIC ACCOUNTANTS

August 27, 2013

CITRIN COOPERMAN & COMPANY, LLP
529 FIFTH AVENUE NEW YORK, NY 10017 | TEL 212.697.1000 | FAX 212.697.1004
AN INDEPENDENT FIRM ASSOCIATED WITH MOORE STEPHENS
CITRINCOOPERMAN.COM

THE CORINTHIAN CONDOMINIUM
(A Condominium Association)
SCHEDULES OF EXPENSES
FOR THE YEARS ENDED APRIL 30, 2013 AND 2012

	2013	2012
Schedule I - operating expenses:		
Payroll	$ 1,898,155	$ 1,776,644
Payroll taxes	178,415	175,004
Union benefits	657,693	606,731
Insurance	391,761	380,490
Steam	1,138,399	1,159,048
Electricity	514,578	532,855
Gas	179,547	167,893
Water and sewer	816,062	774,825
Exterminating	18,647	16,155
Uniform expense	19,526	14,405
Bad debt expense	36,140	29,296
TOTAL OPERATING EXPENSES	$ 5,848,923	$ 5,633,346
Schedule II - maintenance expenses:		
Elevator	$ 97,353	$ 111,238
Heating and air conditioning	44,816	79,540
Health club expenses	419,536	374,267
General repairs and maintenance	246,696	185,241
Exterior repairs	120,345	449,979
Roof repairs and maintenance	13,725	2,930
Hardware and supplies	231,542	169,574
Landscaping	96,110	174,356
Miscellaneous	15,424	11,850
TOTAL MAINTENANCE EXPENSES	$ 1,285,547	$ 1,558,975
Schedule III - administrative expenses:		
Management fees	$ 303,500	$ 255,958
Professional fees	103,938	25,788
Office expense	132,967	73,088
TOTAL ADMINISTRATIVE EXPENSES	$ 540,405	$ 354,834

See independent auditors' report on supplementary information.

H. EXISTING LEASES AND TENANTS

Units Subject to Existing Leases

Non-tenant Purchasers of occupied or leased Office Units will purchase such Units subject to the terms of Existing Leases, if any, affecting such Units. Leases of occupied Office Units offered for sale may be inspected by bona-fide potential Purchasers at the office of Selling Agent and should be inspected to ascertain, for example, what the Purchaser's obligations would be as landlord under such leases.

For the time period during which an Existing Lease held by a tenant in any Office Unit also demises space in any other Office Unit, a potential Purchaser may not purchase under this Plan less than all of the Office Units demised by such Existing Lease, unless such Purchaser and all of the Office Unit Owner(s) and/or Purchaser(s) of the remaining Office Unit(s) demised by the Existing Lease in question, shall, simultaneously with such Purchaser's purchase, enter into a joint operating, co-ownership or similar agreement in a form satisfactory to the Office Board, in respect of all Office Units demised under such Existing Lease. Upon the expiration or termination of such Existing Lease or amendment of the Existing Lease providing for the termination thereof, however, the Unit Owner (or its successor in interest) and the Unit Owner(s) of the remaining Office Unit(s) demised by the Existing Lease may sell or lease any or all of its/their Office Units previously affected by the Existing Lease, subject only to the remaining terms and conditions set forth in the Plan, any joint operating, co-ownership, or similar agreement executed as set forth in this paragraph, if applicable, or otherwise as provided in the Declaration, Condominium By-Laws, and Office By-Laws.

Sponsor reserves the right to use or occupy itself or to 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 Office Unit not conveyed to a Purchaser; and Sponsor reserves all rights, in its sole and absolute discretion to lease and not sell any Unsold Office Unit or Units.

None of the Office Units in the Building are subject to any law limiting or controlling rent or terms of occupancy. Therefore, any tenant not purchasing the Office Unit(s) covered by its lease, whether an Existing Lease or any other lease entered into at any time, may not be permitted to renew its lease upon the expiration thereof, except as may otherwise expressly be provided for under the terms of such lease. Neither the submission, acceptance nor effectiveness of the Plan shall in any way afford any tenant any rights not expressly set forth hereunder; and there shall also be no right of first refusal, exclusive purchase right, other similar rights afforded to tenants of Units covered by Existing Leases or otherwise in respect of this offering.

Sponsor's Obligations in Respect of Existing Leases

Prior to the Closing of title to any Office Unit as to which an Agreement has been executed and is in effect, Sponsor shall not, without such Purchaser's prior written consent, which consent shall not be unreasonably withheld: (a) amend, renew, or extend in any material respect any Existing Lease affecting such Unit, unless required by Law; or (b) terminate any Existing Lease affecting such Office Unit except by reason of a default by the tenant thereunder.

In the event any such Existing Lease: (a) is terminated by reason of any default by the tenant thereunder; or (b) expires pursuant to its terms, prior to Closing, the Purchaser of such Office Unit shall accept the Office Unit subject to such vacancy provided that the vacancy was not permitted or created by Sponsor in violation of any restrictions contained herein or in the Agreement. Sponsor shall not grant any concessions or rent abatements to any tenant of an Office Unit subject to an executed Purchase Agreement for any period following the Closing without the Purchaser's prior written consent unless required by law or under the terms of the Existing Lease. Sponsor shall not apply all or any part of the security deposit of any tenant under an Existing Lease unless such tenant has vacated the Office Unit.

Sponsor makes no representation or warranty that any Existing Lease in effect as of the date the Agreement is executed and delivered will be in force or effect at the Closing or that the tenant thereunder has or will have performed its obligations thereunder. The termination of any Existing Lease prior to Closing by reason of the tenant's default shall not affect the obligations of Purchaser under its Agreement in any manner or entitle Purchaser to an abatement of or credit against the purchase price for its Unit or give rise to any other claim on the part of Purchaser.

Lease Documents to be Delivered by Sponsor at Closing

In addition to any other documents required to be delivered by Sponsor at Closing, in respect of any Office Unit which, at the time of Closing, is subject to an Existing Lease, Sponsor shall deliver to Purchaser (i) an original counterpart, if available, or otherwise a copy of the Existing Lease and copies of all records relating thereto; (ii) a schedule concerning the security deposit thereunder together with, to the extent applicable, the most recent report with respect thereto issued by the banking organizations in which such security is deposited (pursuant to New York General Obligations Law ("GOL") Section 7-103); (iii) a check or credit to Purchaser in the amount of any cash security deposit, including any interest thereon, held by Sponsor on the Closing Date or, if held by an institutional lender, an assignment to Purchaser and written instructions to the holder of such deposit to transfer the same to Purchaser, and appropriate instruments of transfer or assignment with respect to any security deposit which is other than cash; (iv) if applicable, a schedule setting forth all arrears in rent and all prepayments of rent under the Existing Lease; and (v) an original letter, executed by Sponsor or by its agent, advising the tenant of the sale of such Office Unit to the Purchaser and directing that rent and other payments under the Existing Lease affecting the Office Unit thereafter be sent to Purchaser or as Purchaser may direct.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

I. INTERIM LEASES

Subject only to the terms of any applicable Existing Leases, Sponsor will endeavor in good faith to sell rather than lease the Units in a reasonably timely manner, but nevertheless reserves the unconditional right, prior to the date of closing title to an Office Unit, to rent or lease, rather than sell, such Office Unit to Purchasers and others. There are no limitations of any kind on Sponsor's right to rent rather than sell Office Units. As a result, a Purchaser of an Office Unit may be acquiring an Office Unit that has been previously occupied, but, unless otherwise specifically agreed to in writing by Sponsor and such Purchaser, and subject to the terms of any Existing Leases, such Office Unit will be delivered at the closing vacant and free and clear of all leases, tenancies and rights of occupancy. However, once an Agreement for a Unit is fully executed and for so long as the Agreement is in effect, such Office Unit may only be leased to its Purchaser. No Purchaser shall have the right to occupy any Unit prior to the closing unless pursuant to an Existing Lease or unless Sponsor agrees to permit such occupancy under an interim lease or other written rental agreement.

If Sponsor agrees to lease a vacant Office Unit, the lease will be for a rent and upon such other terms and conditions as may be agreed upon by Sponsor and the tenant; provided, however, that in the case of an interim lease to a Purchaser, such lease will provide that an uncured default by the Purchaser under the Agreement (that is, a default not cured within 30 days after the sending of written notice thereof) will constitute a default under the lease entitling the landlord (i.e., Sponsor), at its sole option, to immediately terminate such lease. The Agreement will contain a similar provision entitling Sponsor, subject to the terms of the Plan, to terminate the Agreement and retain the Deposit (and any interest thereon) as liquidated damages, and not as a penalty, in the event the Purchaser fails to cure a default under such Purchaser's lease within the applicable grace period (if any) and either: (a) Sponsor has obtained an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the Purchaser or (b) the Purchaser has vacated the Unit.

No portion of the rental paid under any lease will be credited towards the Purchase Price of a Unit unless the lease and the Agreement therefor expressly so provide.

In the event of an amendment to the Plan disclosing a material adverse change pursuant to which a Purchaser is allowed to rescind an Agreement, if a Purchaser who is a tenant under an interim lease duly elects to rescind, the interim lease made with such Purchaser shall be cancelled and possession of the Unit must be surrendered within 30 days thereafter free of all occupants and in broom clean condition. A Purchaser shall be liable to Sponsor for any and all damages, costs and expenses incurred by Sponsor by reason of any failure to vacate within said 30-day period. If such failure to timely vacate occurs prior to the First Office Closing, the Purchaser shall be liable for use and occupancy in an amount equal to twice the rent under the interim lease. If such failure to timely vacate occurs after the First Office Closing, the Purchaser shall be liable for twice the costs of carrying the Unit (such as Common Charges, real estate taxes and the allocable portion, based on such Unit's Common Interest, of debt service on any loan covering the Unsold Office Units) as calculated by Sponsor. In addition, irrespective of when such failure to timely vacate occurs, such Purchaser shall be liable to Sponsor for loss of profit and all costs and expenses incurred by Sponsor to obtain possession of the Unit, including the cost of litigation and reasonable attorneys' fees and expenses.

In the event the Plan is abandoned, a Purchaser who has entered into an interim lease will have no right to remain in occupancy as a tenant after the abandonment of the Plan.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

J. PROCEDURE TO PURCHASE

1. Execution of Documents

Any party desiring to purchase an Office Unit will be required to execute four original counterparts of an Agreement, in the form set forth as Exhibit 1 in Part II of the Plan, for each such Unit desired. The Agreement sets forth in detail the terms of sale with respect to the Office Units offered hereunder and should be read carefully by each prospective Purchaser. In the event of any conflict or ambiguity between the Plan and the Agreement, the provisions of the Plan shall control.

No signed Agreement will be accepted from a prospective Purchaser for three business days following such Purchaser's receipt of a copy of the Plan, including all amendments thereto. For the convenience of some Purchasers, however, Sponsor will have the right, at its sole option, to accept an Agreement prior to the expiration of such period of three business days; and in such event, and only in such instance, such Purchaser will have the right to rescind such Agreement by written notice sent to Sponsor by certified or registered mail, return receipt requested, or by personal delivery within seven (7) days of such Purchaser's submission of the Agreement, whereupon Sponsor will refund, without interest (notwithstanding any provision of this Plan regarding interest to the contrary), the Deposit received by Sponsor from such Purchaser in connection with such Agreement.

A Purchaser shall deliver to Sponsor's Counsel or to Selling Agent, together with the four signed original counterparts of the completed Agreement, the following: three completed and signed copies of either Form W-9 (Request for Taxpayer Identification Number and Certification), Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting), or other appropriate Form W-8, as applicable, in the form required by law (the forms currently required by law are reproduced as Exhibits 1A and 1B in Part II of this Plan), together with a deposit as set forth below.

Agreements will not be binding on Sponsor until approved and executed by Sponsor. Sponsor will have fifteen (15) days after delivery by the Purchaser of an executed Agreement, together with the amounts and other items described above within which to accept or reject such 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. Each Purchaser shall (and shall in all events be deemed to) represent and warrant that the Deposit and all sums deposited by Purchaser pursuant to the Agreement are such Purchaser's own funds and that no other party has any right thereto. If an Agreement is not accepted by Sponsor within such 15-day period, the Agreement shall be deemed to have been rejected and cancelled and all sums deposited by such prospective Purchaser in connection therewith shall be promptly returned, together with any accrued interest. Sponsor reserves the right to reject any prospective Purchaser without cause or explanation, provided that such rejection is not based on race, creed, color, age, gender, sexual orientation, disability, marital status, national origin, ancestry, or any other ground proscribed by law, and to refuse to execute an Agreement for any Unit, or an Agreement or Agreements, as the case may be, for more than one Unit to any one person or entity.

Notwithstanding anything contained herein, neither the Plan nor any Agreement will contain or be modified to contain a provision waiving any of the Purchaser's rights or abrogating any of Sponsor's obligations, under Article 23-A of the New York General Business Law.

2. **Deposits/Escrow**

(a) General

As set forth above, a prospective Purchaser shall deliver to Selling Agent, together with the four (4) signed original counterparts of the completed Agreement, a deposit (any of the following amounts, the "Deposit") in an amount equal to: (a) ten percent (10%) of the Purchase Price; or (b) fifty percent (50%) of the Purchase Price if the Purchaser is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity. All such payments shall be made by unendorsed check drawn only on a member bank of the New York Clearing House Association made payable to "Kramer Levin Naftalis & Frankel LLP, as escrow agent." All such checks shall be subject to collection and if any such check is returned for insufficient funds or for any other reason, Sponsor shall have the right, among other things, to deem such Agreement to be cancelled and of no further force or effect, and to retain any Deposit and other amounts previously deposited. At Sponsor's option, Sponsor may require that the Deposit and the balance be made by Purchaser by wire transfer to an account designated by Sponsor

With respect to any check or other instrument that is dishonored or fails on collection, the Escrow Agent is authorized to deliver to Sponsor the dishonored or uncollected instrument and Sponsor will have the choice of remedies set forth in the Plan and in the Agreement with respect to an Event of Default (which includes suing on such dishonored or uncollected instrument or (at Sponsor's option) canceling the Agreement and returning the instrument to Purchaser without affording Purchaser a grace period to cure such default).

All Deposits or advances received by Sponsor will be held in escrow by Escrow Agent (as defined below) and placed in an Escrow Account (as hereinafter defined) in conformity with the procedure set forth herein. Sponsor will comply with the escrow and trust fund requirements of New York General Business Law Sections 352-e(2-b), 352-h and the provisions of New York Lien Law Section 71-a(3), as applicable.

(b) The Escrow Agent

The law firm of Kramer Levin Naftalis & Frankel LLP, with an address at 1177 Avenue of the Americas, New York, New York 10022, telephone number 212-715-9100, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Jonathan H. Canter, Jay A. Neveloff, Neil R. Tucker, James P. Godman, Tzvi Rokeach, and Andy Charles. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are Sponsor, Selling Agent, Managing Agent or any principal thereof, or have any beneficial interest in any of the foregoing.

(c) The Escrow Account

The Escrow Agent has established the escrow account at M&T Bank, 11 West 42nd Street, New York, New York 10036 ("Bank"), a bank authorized to do business in the State of New York. Each escrow account is entitled “Office Units at The Corinthian Condominium Escrow Account” or similar name (each the "Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit (the FDIC limit in effect as of the filing date hereof). Deposits made by a Purchaser in excess of $250,000 (or the FDIC limit in effect from time to time) in the aggregate in connection with the purchase of a Unit or Units will not be federally insured. Purchasers are also advised that if a Purchaser has any additional accounts at the same bank where the Deposit is held, the funds in said accounts will be added together with the Deposit held in escrow and the aggregate of all the funds held at such bank will only be insured up to the FDIC’s maximum coverage.

Any deposits or payments made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of a written agreement between Purchaser and Sponsor.

The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts, which is fixed by the Bank (as defined above) and which will vary from time to time. As of February 4, 2016, such rate was 0.05% for deposits under $100,000 and 0.10% for deposits of $100,000 or greater. The actual initial interest rate for the Escrow Account with respect to any particular Purchaser’s Deposit shall be set forth in the notice to be sent to Purchaser (as described below). As noted, the interest rate on such accounts will fluctuate and neither Sponsor nor Escrow Agent makes any representation regarding the rates that will be in effect from time to time or the actual rate of interest on, or the interest that may accrue for any particular account or for any particular Purchaser, from time to time. Interest, if any, shall begin to accrue upon placing the Deposit into the Escrow Account, however, no interest will be earned until the Deposit check is deposited with and collected by the Bank and provided that the Purchaser has delivered the required number of completed and signed Form W-9 (Request for Taxpayer Identification Number and Certification) in the form reproduced as Exhibit 1A in Part II of the Plan or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)) in the form reproduced as Exhibit 1B in Part II of the Plan, or other applicable Form W-8, to Sponsor or Selling Agent at the time Purchaser tenders the Deposit and the Agreement. If a Purchaser does not deliver the Form W-9 or Form W-8BEN, or other applicable Form W-8, the Deposit will be deposited in a non-interest-bearing escrow account at the aforesaid bank until the Form W-9 or Form W-8BEN has been delivered, and neither Sponsor, Selling Agent, the Escrow Agent nor the Bank shall be liable for interest for the period prior to the delivery of such form. Interest will not be earned after a withdrawal is made from the Escrow Account in anticipation of the closing. All interest earned on a Purchaser’s Deposit shall be paid to or credited to the Purchaser at closing unless Purchaser has defaulted and Sponsor is entitled to retain the Deposit. No fees of any kind may be deducted from the Escrow Account, and Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

(d) The Agreement

The Agreement is attached hereto as Exhibit 1 in Part II of the Plan. The relevant escrow trust fund provisions are included in a Rider to the Agreement, which must be executed by the Escrow Agent. Purchaser and Sponsor must also each execute such Rider which when fully executed shall constitute a tri-party agreement related to the Deposit.

(e) Notification to Purchaser

Within five (5) business days after the Agreement has been "tendered" (as defined below) to Escrow Agent along with the Deposit and countersigned by Sponsor, Escrow Agent shall sign the Agreement and place the Deposit into the Escrow Account. Within ten (10) business days after placing the Deposit in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor that such funds have been placed in the Bank. 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 a written agreement between Purchaser and Sponsor. As used in this Section of the Plan, "tender" or "tendered" means the date delivered by hand or five (5) business days after being sent by mail or courier. If any Deposit check is received by Sponsor or Selling Agent, it will be delivered promptly to Escrow Agent in order that the notice confirming such Deposit may timely be sent to Purchaser.

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 and execution of the Agreement by Sponsor, Purchaser and Escrow Agent, then Purchaser may cancel the Agreement within ninety (90) days after tender of the Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 120 Broadway, 23rd Floor, New York, N.Y. 10271. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.

(f) Release of Funds

All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the 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. Consummation of the Plan does not relieve Sponsor of its obligations pursuant to GBL §§ 352-3(2-b) and 352-h. For purposes hereof, "consummation of the Plan" shall mean the occurrence of the First Office Closing after acceptance by the Department of Law of an amendment declaring the Plan effective and the recording of the Declaration in the City Register's Office.

The Escrow Agent shall release the Deposit if so directed:

(a) pursuant to terms and conditions set forth in the 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) immediately above, and 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 Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and Escrow Agent shall provide further written notice to both parties informing them of said release. If Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (a) through (c) immediately 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 Building is located and shall give written notice to both parties of such deposit.

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

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

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

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

(g) Waiver Void

Any provision of any Agreement or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of 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 Agreement, Plan, or any amendment thereto.

(h) Other

Sponsor or Escrow Agent will submit a Form 1099-INT to the Internal Revenue Service reporting interest earned on the Deposit, if any. Purchaser will be taxed accordingly on such interest, whether or not Purchaser ultimately receives the interest in accordance with the terms of its Agreement or the Plan. Before funds are transferred to a new Escrow Account, or if the Escrow Agent is replaced, the Plan must be amended to provide the same full disclosure with respect to the new account, the escrow agent and the applicable escrow agreement as was

originally provided. A bond, letter of credit or other security may be substituted for the Escrow Account only after the Attorney General approves in writing the use of such alternate form of security.

Sponsor has agreed to indemnify and hold Escrow Agent harmless from any and all losses, damages, claims, liabilities, judgments and other costs and expenses which may be claimed against or incurred by Escrow Agent by reason of its acceptance of, and/or its performance under, the escrow agreement and/or Agreement (other than those ultimately determined to have arisen out of the willful misconduct or gross negligence of Escrow Agent), including, without limitation, reasonable attorneys' fees either paid to retained attorneys or amounts representing the fair value of legal services rendered to itself.

Escrow Agent will maintain all records concerning the Escrow for seven (7) years after the release of funds.

Purchasers are advised that Escrow Agent is also acting as counsel to Sponsor; and Escrow Agent shall be permitted to act as counsel to Sponsor in any dispute as to the disbursement of the Deposit or any other dispute between Sponsor and a Purchaser whether or not the Escrow Agent is in possession of the Deposit and continues to act as the Escrow Agent.

3. **Date of the First Office Closing; Closing Notices**

In the event the actual or anticipated commencement date of the projected First Year of Office Section Operation is to be delayed by six months or more, Sponsor will amend the Plan to include a revised Office Section budget with current projections therefor, and if: (i) such amended budget exceeds the projected budget set forth herein by 25% or more; or (ii) the First Office Closing does not occur within 12 months after January 1, 2017, the date set forth in Schedule B-1 as the commencement date for the projected First Year of Office Section Operation, then in either case Sponsor will offer all Purchasers (other than Purchasers who are then in default under their Agreements, if the Plan has been declared effective) the right to rescind their Agreements within not less than 15 days after the presentation date of the amendment containing such revised budget or such 12 month period, as the case may be, and any Purchasers electing rescission pursuant to such offer will have their Deposits and any interest accrued thereon returned. Purchasers' rights as described in the preceding sentence are in lieu of any other rights or remedies which may be available pursuant to any applicable law, regulation, statute or otherwise, all of which shall be deemed to have been waived by all Purchasers.

4. **Default**

In the event a Purchaser defaults under an Agreement, time being of the essence with regard to the obligations of the Purchaser thereunder, and does not cure such default within 30 days after Sponsor gives written notice to the Purchaser of such default, Sponsor, at its option, (i) may cancel such Agreement and retain as liquidated damages the Deposit made by the Purchaser, together with all interest earned thereon; or (ii) bring an action against the Purchaser for specific performance, in which event the Purchaser could be compelled to complete the purchase of the Unit. If Sponsor elects to cancel such Agreement, all rights, obligations and liabilities of Sponsor and the Purchaser to each other shall cease and terminate and Purchaser

shall have no further liability to Sponsor in respect of the Agreement (except for those matters expressly specified therein or herein to survive the termination thereof); however, such Purchaser shall not have any right whatsoever to the return of all or any portion of its Deposit (or any interest thereon). The payment of the deposit (including all interest) as liquidated damages is not intended to be a forfeiture or penalty, but is intended to constitute liquidated damages to Sponsor.

Purchasers are advised that notwithstanding the foregoing, including, without limitation, Sponsor not having the right of specific performance, nothing herein shall be deemed to grant Purchaser any right of rescission and/or right to the return of all or any portion of a Deposit except as expressly set forth in the Plan. In the event Sponsor elects not to cancel the Agreement as a result of the failure of the Purchaser to close on the date specified by Sponsor, or if Sponsor approves a request from the Purchaser to adjourn the closing date, then Sponsor may require that: (a) the Purchaser pay Sponsor interest at a rate of 0.04% per day (or such lower daily rate which is the legal limit, if 0.04% per day exceeds the legal limit) on the total Purchase Price, computed from the original closing date until the transaction is actually closed; and (b) all apportionments between Sponsor and the Purchaser be made as of the original closing date; in addition, the Purchaser shall reimburse Sponsor for any additional costs incurred by Sponsor as a result of the Purchaser's delay.

TIME IS OF THE ESSENCE with respect to the Purchaser's obligation to close title on the date set for closing and to pay, perform or observe all of his or her other obligations under the Agreement, and to cure a default within 30 days after Sponsor gives written notice to the Purchaser of such default. Therefore, a Purchaser who defaults under his or her Agreement and who does not cure such default within such 30-day period may not be permitted any additional time to cure such default.

As provided in the form of Agreement, which is set forth in Part II of the Plan as Exhibit 1, the following occurrences, without limitation of any other term or provision thereof or of the Plan, shall constitute an event of default under a Purchaser's Agreement: (a) Purchaser's assignment of any of Purchaser's property for the benefit of creditors, or Purchaser's filing a voluntary petition in bankruptcy; (b) the appointment of a non-bankruptcy trustee or receiver over Purchaser or Purchaser's property, or the filing of an involuntary petition in bankruptcy against Purchaser; or (c) the filing of a judgment or tax lien against Purchaser which Purchaser does not pay or bond within 30 days after the filing thereof.

5. **Risk of Loss**

The risk of loss to any Unit by fire or other casualty until the closing of title to such Unit (or an earlier taking of possession by the Purchaser) is assumed by Sponsor, but Sponsor has no obligation or liability to repair or restore any Unit. If a Unit is damaged or destroyed by fire or other casualty prior to the closing of title, but after the signing of an Agreement, and Sponsor gives written notice to the Purchaser of Sponsor's election to repair or restore the Unit, then the Agreement shall continue in full force and effect, and the Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price. 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, if any, of the Boards, and other Unit Owners, belong entirely to Sponsor.

However, if Sponsor notifies the Purchaser in writing that it does not elect to repair or restore the Unit, or if the Unit Owners entitled to make such determination do not resolve to make such repair or restoration pursuant to the Declaration, Condominium By-Laws, and Office By-Laws (see the Section entitled "Rights and Obligations of the Unit Owners and the Boards" in Part I of the Plan), the Agreement shall be deemed terminated, Sponsor shall return to the Purchaser the entire Deposit, together with interest earned thereon, and the parties shall be released and discharged from all rights, obligations and liability under the Agreement and this Plan, except that if the Purchaser is then in default under the Agreement beyond any applicable grace period, Sponsor may retain such Purchaser's Deposit, together with interest earned thereon.

6. **No Financing Contingency**

Although a Purchaser may obtain financing from any lending institution or any other source, the Purchaser's obligation pursuant to an Agreement to purchase a Unit shall not be contingent on the Purchaser obtaining a commitment for financing or actually obtaining financing for such purchase. In other words, a Purchaser shall remain obligated under an Agreement to purchase his or her Unit whether or not he or she is able to obtain financing. Neither Sponsor nor Selling Agent makes any representations as to the terms or availability of any mortgage financing. Prospective Purchasers are, therefore, advised to finalize their financing arrangements before signing an Agreement. However, 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 or adjournment of closing beyond the expiration of a loan commitment. Purchasers seeking financing in connection with their purchase of a Unit hereunder are advised to consult with a lending institution before executing an Agreement.

7. **Transfer Taxes**

Purchasers shall be obligated (as is customary in condominium offerings) to pay at the closing of title to their Unit(s) the New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax, notwithstanding the fact that these taxes are, by law the primary obligation of the seller. For purposes of calculating the transfer taxes payable, the amounts of such taxes will be included in the consideration subject to such tax. Currently (as of the date of this Plan), for the purchase of a commercial unit, the New York City Real Property Transfer Tax is 1.425% of the consideration paid for a Unit if such consideration is $500,000 or less and 2.625% of the consideration if such consideration is more than $500,000; and the New York State Real Estate Transfer Tax is presently $2 for each $500 (or fractional part thereof) of the consideration paid for a commercial unit. Additionally, Purchaser shall be required to pay various other additional closing costs, fees and adjustments.

The purchase price, together with transfer taxes and any other consideration paid for a Unit will be added together by the New York State Department of Taxation and Finance and the New York City Department of Finance or, collectively, the "taxing authorities" to arrive at total

consideration for transfer tax purposes. However, Sponsor makes no representation regarding the calculation of such taxes or of the "consideration" upon which the taxing authorities may base such taxes and shall have no liability with respect thereto. Purchasers should consult with their own counsel and/or tax advisors.

In addition to the New York City Real Property Transfer Tax and the New York State Real Estate Transfer Tax, Purchasers shall also be obligated to pay at closing any tax on the transfer of a Unit enacted after the date of this Plan (any such tax, an "Additional Tax"), regardless of whether such Additional Tax is by law the primary obligation of the seller or Purchaser. Sponsor will amend the Plan to disclose the enactment of any Additional Tax; provided, however, that Purchasers shall be required to pay such Additional Tax at closing regardless of whether the Plan amendment disclosing the same has been accepted for filing by the date of such closing. The enactment of an Additional Tax and any amendment of the Plan to provide for the inclusion thereof shall not give rise to any right of rescission or recourse of any kind.

(See the Section entitled "Unit Closing Costs and Adjustments" in Part I of the Plan for further discussion).

8. **Mortgage Tax Credit**

If Purchaser obtains a mortgage loan, the Purchaser will pay Sponsor a sum equal to the partial mortgage tax credit to which Purchaser may be entitled pursuant to Section 339-ee (2) of the Condominium Act, which sum will be paid as a reimbursement for the mortgage recording tax previously paid by Sponsor in connection with any existing mortgage(s). Alternatively, Sponsor may require, in its sole discretion, that if Purchaser finances the purchase of the Unit with a loan secured by a mortgage (the "Purchaser Mortgage"), Purchaser must cause the lender making such loan to accept from the Sponsor an assignment of a portion of any mortgage securing the Property in an amount up to the Purchaser Mortgage as determined by Sponsor. Upon such assignment, the Purchaser Mortgage will be exempt from mortgage recording tax under Section 255 of the Real Property Tax Law. Sponsor will be solely entitled to the benefits of the mortgage tax credit, which Purchaser receives as a result of such assignment. Accordingly, at the Closing, Purchaser will pay to Sponsor an amount equal to the mortgage recording tax savings resulting from such exemption.

9. **Foreign Missions; Required Notification and Waiver of Diplomatic or Sovereign Immunity**

Any Purchaser that is a foreign mission, as such term is defined under the Foreign Missions Act, 22 U.S.C. 4305, must notify the United States Department of State prior to purchasing a Unit and provide a copy of such notice to Sponsor. Sponsor will not be bound under any Agreement with a foreign mission unless and until the earlier to occur of: (i) receipt of a notification of approval from the Department of State; or (ii) 60 days after receipt of such Purchaser's notice by the Department of State.

Any Purchaser that is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a

foreign government (i.e., diplomatic or sovereign immunity) shall expressly and voluntarily waive such immunity and consent to any suit action or proceeding arising out of or relating to the Agreement being brought in any state or Federal court in the State of New York. Any such purchaser shall designate C.T. Corporation System, having its offices, at the date hereof, at 111 Eighth Avenue, New York, New York 10011 as its duly authorized and lawful agent to receive process for and on behalf of Purchaser in any state or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with the Agreement.

10. **Notice of Effectiveness**

After the Plan has been declared effective, Sponsor will from time to time set the date for closing for all Office Units as to which Agreements have been executed by serving thirty (30) days written notice to said purchaser(s) of said closing. Sponsor, in its sole discretion, may permit Purchasers to waive said thirty (30) day notice.

11. **Power of Attorney**

As a condition to closing, each Purchaser will be required to execute and deliver to Sponsor at the closing an Office Unit Owner Power of Attorney substantially in the form set forth in Part II of the Plan as Exhibit 2 to (a) the persons who shall from time to time constitute the Office Board, designating such Office Board as the Purchaser's attorney-in-fact, for the purpose of, among other things, acquiring or leasing in the name of the Office Board or its designee on behalf of all Office Unit Owners any Office Unit and to otherwise deal with the Office Section and the Office Common Elements, all in accordance with the provisions of the Declaration and the By-Laws; and after any such acquisition or leasing of any Office Unit, to manage, convey, sell, lease, sublease, mortgage or otherwise deal with any such Office Unit so acquired or leased, as the case may be, all in accordance with the provisions of the Declaration and By-Laws; and (b) Sponsor to amend the Declaration and effectuate the rights granted to Sponsor under the Condominium Documents and to consent on behalf of each Office Unit Owner, as a party in interest, to any declaration or other agreement effecting a merger or division of the zoning lot in which the Property is located, with any other tax lots to form a single zoning lot for the purpose of transferring to or from Sponsor, or its successors or assigns, all or any portion of the Development Rights.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

K. ASSIGNMENT OF AGREEMENTS

An Agreement may not be assigned by the Purchaser thereunder. If a Purchaser desires to assign its rights under an Agreement or to take title in the name of an affiliate of, or entity related to, or controlled by, the Purchaser that differs from the name on the Agreement, or to add, delete or substitute the name of a member of the Purchaser's family, then, if such assignment, alteration, addition, deletion or substitution is permitted by Sponsor (in Sponsor's sole discretion), the Purchaser will be required to deliver to Selling Agent or Sponsor's Closing Counsel, four signed assignments of the Agreement (to be prepared by Sponsor's Closing Counsel at Purchaser's expense and in form and content acceptable to Sponsor, in its sole discretion), as well as three completed and signed copies of either Form W-9 (Request for Taxpayer Identification Number and Certification), Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), or other appropriate Form W-8, as applicable, in the form required by law. Upon each assignment or other change permitted by Sponsor (in its sole discretion), the assignments and Forms W-9, Forms W-8BEN, or other appropriate Form W-8, as applicable, must be delivered to the Selling Agent or Sponsor's Closing Counsel, together with a personal certified check, or an official bank or cashier's check, in the amount of $1,500 made payable to "Kramer Levin Naftalis & Frankel LLP" (for services rendered in connection with the assignment), not less than 20 days prior to the date scheduled for the Purchaser's closing. In no event will the Purchaser (or its assignee or any added or substituted party) have the right to adjourn or postpone the closing as a result of such change or assignment. Sponsor is not obligated to consent to any such change or assignment and, if Sponsor refuses to consent, the Purchaser will not be excused from his or her obligations under the Agreement; and the prohibition against advertising or listing any Unit(s) for sale or resale with any broker or otherwise advertising, promoting or publicizing the availability of such Unit(s) for sale shall remain in effect.

In connection with the foregoing, if Purchaser is a corporation, any sale, assignment, transfer, pledge, encumbrance or other disposition of any of the stock of Purchaser, or if Purchaser is a partnership, a limited liability company or other entity, any sale, assignment, transfer, pledge, encumbrance or other disposition of any interest in such partnership, limited liability company or other entity shall be considered an assignment and shall be subject to the provisions, prohibitions and terms of the Plan concerning assignment, except that a sale of less than 50% of the stock, or in the case of a partnership, limited liability company or other entity, less than 50% of the ownership interests, of Purchaser which does not result in a change in control of Purchaser shall not be considered an assignment. For purposes of the preceding sentence only, "control" shall mean the ownership of 51% or more of the interests in such entity and possession of the power to direct the management and policies of such entity and the distribution of its profits.

Sponsor and the Selling Agents each hereby represent that they will not discriminate against any person on the basis of race, creed, color, national origin, gender, sexual orientation, age, disability, marital status or other grounds prohibited by law.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

L. EFFECTIVE DATE

The offering by Sponsor of the Office Units under the Plan is contingent upon the Plan being declared effective and upon compliance with the relevant conditions and time periods set forth in the Plan.

The Plan may be declared effective, at Sponsor's option, when bona fide Agreements have been executed by Purchasers (which may include investors) and are in effect with respect to not less than five (5) Office Units, representing 15% of the Office Units offered hereby. The Plan must, however, be declared effective when bona fide Agreements have been executed and are in effect with respect to at least twenty-six (26) Office Units representing 80% or more of such Units.

The Plan will not be declared effective based on an Agreement: (i) signed by a Purchaser who has been granted a right of rescission that has not yet expired or been waived; (ii) signed by a Purchaser not afforded the three (3) business day period to review the Plan (prior to executing an Agreement) provided for in the Section entitled "Procedure to Purchase" above in Part I of the Plan; or (iii) entered into with a Purchaser who is Sponsor, Selling Agent or the Managing Agent, or who is a principal of any of the foregoing or who is related to any of the foregoing or any principal thereof by blood, marriage or adoption or as a business associate, employee, shareholder or limited partner, except that such a Purchaser (other than Sponsor or a principal of Sponsor) may be included if Sponsor submits proof satisfactory to the Department of Law establishing that such Purchaser is bona fide. Except as otherwise limited by this Section of the Plan, all thirty-two (32) Office Units shall be counted toward declaring the Plan effective.

The Plan will be declared effective either by: (i) an amendment to the Plan; or (ii) mailing or delivering personally to each Offeree a written notice to such effect, in which event Sponsor will submit an amendment to the Plan to the Department of Law confirming that the Plan was declared effective on a specified date within five days after such mailing or delivery. The First Office Closing will not occur until the Plan is declared effective and the effectiveness amendment is accepted for filing by the Department of Law.

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

The Plan may be withdrawn or abandoned by Sponsor, at its option, for any reason whatsoever at any time prior to its being declared effective. Once the Plan has been declared effective, it may not be abandoned or withdrawn, except that prior to the First Office Closing, the Plan may be abandoned at the option of Sponsor in the event of: (i) the existence of one or more defects in title affecting any one or more Units and/or the Common Elements which cannot be cured, removed or complied with except through litigation or the expenditure of more than one-half of one percent of the total initial offering hereunder in the aggregate (as estimated by Sponsor); (ii) substantial damage to or destruction of the Building (or any portion thereof) by fire or other casualty which cannot be cured or repaired for less than one-half of one percent of the total initial offering hereunder (as estimated by Sponsor); or (iii) a taking of all or a material

portion of the Property by condemnation or eminent domain. In calculating the costs referred to in clauses (i) and (ii) above, any defects in title that existed on the date the Units were initially offered for sale under the Plan, and were either known to Sponsor or were a matter of public record, and attorneys' fees, shall be excluded.

In the event of a withdrawal or abandonment of the Plan, Sponsor will promptly submit an amendment to the Department of Law to such effect, together with such forms as may be required by law. Purchasers will be notified in writing of a withdrawal or abandonment of the Plan. All Deposits, together with any interest earned thereon, will be returned to Purchasers within 20 days following such withdrawal or abandonment, except that after the Plan has been declared effective, Sponsor may retain the Deposit, together with interest earned thereon, of any Purchaser who is then in default under his or her Agreement beyond the applicable grace period or whose Agreement has been cancelled due to such Purchaser's default, provided, however, that any requisite notice has been given to the Purchaser. Upon the return or retention of the Deposit, together with interest earned thereon, the Agreement pursuant to which such Deposit was given will be null and void and Sponsor will have no further obligation or liability to the Purchaser under the Plan or such Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

M. TERMS OF SALE

1. Prerequisites to Closing of Title

The terms "closing" or "closing of title" as used in this Plan refer to Sponsor's conveyance of title to an Office Unit to a Purchaser by the delivery of a deed, upon payment by the Purchaser to Sponsor of the balance of the purchase price for such Office Unit. The closing of title to each Office Unit shall take place only after or concurrently with the satisfaction of the following prerequisites:

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

(b) a temporary or permanent certificate of occupancy for the Office Unit is in effect (unless Sponsor and such Purchaser otherwise agree in writing);

(c) the Office Subdivision Amendment to the Declaration and Condominium By-Laws, the Office By-Laws, and Office Subdivision Floor Plans and such other documents as may be required by law have been filed or recorded, as the case may be, or have been submitted to Sponsor's title insurance company for filing or recording;

(d) at least 30 days' prior written notice of the initial time and place of the closing of title has been given to the Purchaser (unless a Purchaser chooses to waive such 30-day notice);

(e) subject to the terms of any Existing Leases, the Purchaser or Purchaser's designee has been given an opportunity to examine the Office Unit within two weeks prior to the closing; and

(f) the Office Unit and its appurtenant interest in the Common Elements have been released from the lien of all mortgages encumbering the Property.

2. Closing of Title; Payment of Balance of Purchase Price

At the closing of title to each Office Unit, Sponsor shall execute and deliver to the Purchaser a bargain and sale deed with covenant against grantor's acts, substantially in the form of the Office Unit Deed set forth as Exhibit 3 in Part II of the Plan, conveying title to the Office Unit and its appurtenant Common Interest, free and clear of all liens, encumbrances and other title exceptions other than the Permitted Encumbrances set forth as Schedule B to such form of Office Unit Deed. The Purchaser shall also sign the Office Unit Deed.

Simultaneously with the delivery of the Office Unit Deed, the Purchaser shall pay the balance of the purchase price and the closing apportionments and costs described in "Unit Closing Costs and Adjustments" in Part I below. Payments shall be by official bank or cashier's check or unendorsed certified check drawn on or issued by a bank or trust company which is a member of the New York Clearing House Association, payable to the direct order of Sponsor or to such other party or parties as Sponsor notifies the Purchaser prior to the closing. Purchasers are advised that uncertified attorney escrow checks and other non-conforming checks may not be

accepted by Sponsor. Any delay in closing occasioned by the presentation of such checks shall be deemed to have been caused by Purchaser and may, at the option of Sponsor, constitute a default under the Agreement and/or give rise to additional costs or expenses to be borne by Purchaser. At Sponsor's option, Sponsor may require that the balance and closing apportionments and costs described in "Unit Closing Costs and Adjustments" in Part I below be made by Purchaser by wire transfer to an account designated by Sponsor.

All personal property located within a Unit on the date an Agreement to purchase such Unit is signed, or located in the Common Elements on the date the declaration is filed, that is owned by Sponsor or the owner of the Property, shall be included in the conveyance unless specifically excepted in this Plan or otherwise in writing between the involved parties.

3. **Tax Returns and Office Unit Power of Attorney**

Each Purchaser will also be required to execute and deliver at the closing: (i) a New York City Real Property Transfer Tax Return and New York State Real Estate Transfer Tax Return and Credit Line Mortgage Certificate, in the forms required to be filed by law; and (ii) an Office Unit Power of Attorney substantially in the form set forth in Part II of the Plan as Exhibit 2.

4. **Tax-Deferred Exchanges**

The form of Agreement (Exhibit 1 in Part II of the Plan) provides that in the event a Unit is being acquired by a Purchaser as part of a tax-deferred exchange under §1031 of the Internal Revenue Code, Sponsor shall reasonably assist and cooperate in such tax-deferred exchange, provided, however, that: (i) any action taken in connection with such tax-deferred exchange or requested of Sponsor shall not result in any cost, expense or liability on the part of Sponsor or increased risk to Sponsor relating to the transaction (and, among other things, Purchaser acknowledges that a fee may be payable to Sponsor's Closing Counsel in connection with the review of any documentation related to such tax-deferred exchange); (ii) no action or failure on the part of the Purchaser (or any other party to such tax-deferred exchange) or cooperation on the part of Sponsor in connection with or related to the tax-deferred exchange will frustrate the purpose of the Agreement or otherwise result in a reduction of Sponsor's rights, remedies and privileges under the Agreement or increase any of Sponsor's obligations or duties under the Agreement or otherwise; and (iii) Sponsor shall not be obligated, as part of such tax-deferred exchange, to convey any property (other than the Unit), acquire any property, or accept any form of payment in respect of any of the amounts due under the Agreement other than as set forth therein or in the Plan. Purchaser shall indemnify, defend and hold Sponsor harmless from and against any and all costs, expenses, fees (including, without limitation, reasonable attorneys' fees and expenses) or liabilities incurred by Sponsor in connection with or resulting from the tax-deferred exchange, and such indemnity shall survive the closing of title to the Unit. Notwithstanding the foregoing, Sponsor makes no representation and expresses no opinion with respect to, and advises Purchasers to consult with a tax attorney regarding, the applicability of §1031 of the Internal Revenue Code to the purchase or acquisition of a Unit.

5. **Risk of Loss**

The risk of loss to any Unit by fire or other casualty until the closing of title to such Unit (or an earlier taking of possession by the Purchaser) is assumed by Sponsor, but Sponsor has no obligation or liability to repair or restore any Unit. If a Unit is damaged or destroyed by fire or other casualty prior to the closing of title, but after the signing of an Agreement, and Sponsor gives written notice to the Purchaser of Sponsor's election to repair or restore the Unit, then the Agreement shall continue in full force and effect, and the Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price. 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, if any, of the Condominium Board, and other Unit Owners, belong entirely to Sponsor.

However, if Sponsor notifies the Purchaser in writing that it does not elect to repair or restore the Unit, or if the Unit Owners entitled to make such determination do not resolve to make such repair or restoration pursuant to the Declaration, Condominium By-Laws, and Office By-Laws (see the Section entitled "Rights and Obligations of the Unit Owners and the Boards" in Part I of the Plan), the Agreement shall be deemed terminated, Sponsor shall return to the Purchaser the entire Deposit, together with interest earned thereon, and the parties shall be released and discharged from all rights, obligations and liability under the Agreement and this Plan, except that if the Purchaser is then in default under the Agreement beyond any applicable grace period, Sponsor may retain such Purchaser's Deposit, together with interest earned thereon.

6. **Sponsor's Loan**

Sponsor has obtained a loan ("Sponsor's Loan") from Manufacturer's and Traders Trust Company ("Sponsor's Lender") in the aggregate maximum amount of $32,750,000.00. Pursuant to the loan documents executed in connection therewith ("Sponsor's Loan Documents"), Sponsor's Loan has a maturity date of September 1, 2019. Payments are of interest only on a monthly basis based on the outstanding amount of said loan from time to time. Since Sponsor's Loan will not be satisfied at or prior to the First Office Closing, at or prior to the First Office Closing, Sponsor's Lender will either (i) consent to the subdivision of the Office Unit and the formation of the Office Section and acknowledge that its lien will be limited to Unsold Office Units; or (ii) subordinate the lien of its mortgage to the Office Subdivision Amendment and, at each applicable closing, after payment of the minimum release price set forth in Sponsor's Loan Documents, release its lien on the Office Unit then being conveyed and its interest in the Common Elements. There are no restrictions in Sponsor's Loan Documents on the number of Units which Sponsor may lease, rather than sell, or on the number of Units which Sponsor must sell in order to declare the plan effective.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

N. UNIT CLOSING COSTS AND ADJUSTMENTS

As more particularly set forth in the Agreement, in addition to the Purchaser's own legal fees, the Purchaser will pay the following closing costs at the time of the closing of title of such Purchaser's Unit:

1. Title Insurance: If the Purchaser elects to obtain fee title insurance, the Purchaser will pay the premium therefor, which premium will vary depending upon the amount of insurance purchased. A reduced rate for fee and mortgagee title insurance may be available if the Purchaser obtains a mortgage loan, and fee and mortgagee title insurance are ordered simultaneously. A Purchaser may obtain title insurance from any title insurance company selected by Purchaser. Sponsor makes no representation or warranty regarding the terms of any such insurance.

2. Recording Charges: The fees charged by the City Register's Office for recording the Office Unit Deed, Office Unit Power of Attorney and mortgage (if any), in the amount of $42.00 for each document, plus $5.00 per page (including the cover page), shall be payable by Purchaser, plus the filing fee, if any, for the RP-5217 form shall be payable by the Purchaser. In addition, a Purchaser's title insurance company may charge various fees and service charges in connection with such recordings and filings, which shall be payable by Purchaser.

3. Transfer Taxes: The New York City Real Property Transfer Tax ("NYC RPTT") is currently, for the purchase of a single commercial unit, 1.425% of the consideration paid for a unit if such consideration is $500,000 or less and 2.625% of the consideration if such consideration is more than $500,000; and the New York State Real Estate Transfer Tax ("NYS RETT", and together with NYC RPTT, collectively "transfer taxes") is currently $2 for each $500 (or fractional part thereof) of the consideration. For purposes of calculating the taxes payable, the amounts of such taxes which are the primary obligation of the seller but are paid by Purchaser will be included in the consideration subject to tax. Therefore, the steps to compute the taxes payable are:

(i) compute the tentative NYC RPTT by multiplying the original consideration (i.e., the purchase price together with any other consideration or amounts payable by Purchaser that are the obligation of Sponsor (other than transfer taxes)) by the NYC RPTT rate;

(ii) compute the tentative NYS RETT by multiplying the original consideration by the NYS RETT rate;

(iii) compute the taxable consideration by adding (i), the tentative NYC RPTT and (ii), the tentative NYS RETT to the original consideration;

(iv) multiply (iii), the taxable consideration, by the NYC RPTT rate to determine the actual NYC RPTT payable; and

(v) multiply (iii), the taxable consideration, by the NYS RETT rate to determine the actual NYS RETT payable.

As an example, in respect of an Office Unit purchased with consideration in the amount of $2,665,695 (which, in addition to the purchase price, would include any other consideration or amounts paid by Purchaser which are the obligation of Sponsor (other than transfer taxes)), the transfer tax calculation is as follows: (i) $2,665,695 x 2.625% = $69,974.49; (ii) $2,665,695/$500 x $2 = $10,664.00; (iii) $2,665,695 + $69,974.49 + $10,664.00 = $2,746,333.49; (iv) $2,746,333.49 x 2.625% = $72,091.25 actual RPT Tax payable; (v) $2,746,333.49/$500 x $2 = $10,986.00 actual NYS Tax payable. All the foregoing is subject to increase on account of additional "consideration," including, but not limited to, the fee paid to Sponsor's Closing Counsel, as described below.

The purchase price, together with transfer taxes and any other consideration paid for an Office Unit will be added together by the New York State Department of Taxation and Finance and the New York City Department of Finance or, collectively, the "taxing authorities" to arrive at total consideration for transfer tax purposes. However, Sponsor makes no representation regarding the calculation of such taxes or of the "consideration" upon which the taxing authorities may base such taxes and shall have no liability with respect thereto. Purchasers should consult with their own counsel and/or tax advisors.

In addition to the NYC RPTT and NYS RETT, Purchasers shall also be obligated to pay at closing any tax on the transfer of an Office Unit enacted after the date of this Plan (any such tax, an "Additional Tax"), regardless of whether such Additional Tax is by law the primary obligation of the seller or Purchaser. Sponsor will amend the Plan to disclose the enactment of any Additional Tax; provided, however, that Purchasers shall be required to pay such Additional Tax at closing regardless of whether the Plan amendment disclosing the same has been accepted for filing by the date of such closing. The enactment of an Additional Tax and any amendment of the Plan to provide for the inclusion thereof shall not give rise to any right of rescission or recourse of any kind.

4. Mortgage Tax Credit. In order to reimburse Sponsor for the mortgage recording tax previously paid in connection with any existing mortgage(s), if the Purchaser: (a) obtains a mortgage loan, the Purchaser will pay to Sponsor an amount equal to the partial mortgage tax credit which may be available pursuant to Section 339-ee(2) of the New York State Condominium Act; or (b) assumes or consents to the continuation of a mortgage lien encumbering only such Purchaser's Unit and as a result is entitled to an exemption of all or a portion of the mortgage tax otherwise payable, the Purchaser will pay to Sponsor an amount equal to such exemption, but in no event will the amount payable by the Purchaser to Sponsor exceed the amount of mortgage tax which would have been payable by the Purchaser to the taxing authority if such mortgage tax credit or exemption had not been available to the Purchaser.

5. Mortgage and Related Costs: If the Purchaser obtains a mortgage loan, the Purchaser will be responsible for the payment of all mortgage recording taxes (taking into account however any payments made pursuant to subparagraph (4) above) and closing costs and expenses in connection therewith, in amounts determined by Purchaser's lender, which closing costs may include, but are not limited to, mortgage broker fees, the fees of such lender's counsel, recording charges and mortgage title insurance. Currently, the combined New York State and New York City mortgage recording tax levied on non-residential properties located in New York

City is 2.05% with respect to mortgages of less than $500,000, and 2.80% with respect to mortgages in the amount of $500,000 or more. The two mortgage recording tax rates described in the previous sentence are comprised of the New York City mortgage recording tax ($1.00, or $1.75 in the case of non-residential condominium unit mortgages in the amount of $500,000 or more); and the New York State Basic ($.50), Additional ($.30); and Special Additional ($.25) mortgage recording taxes. Mortgage lenders may require borrowers to pay mortgage recording taxes. Mortgage lenders also may require borrowers to pay deposits for Common Charges, real estate taxes, fire and casualty insurance premiums, assessments and water charges and sewer rents. No representation or warranty is made with respect to the amounts of such closing costs and expenses or the availability or cost of mortgage financing from any sources. As previously stated in subparagraph 4 above, if a mortgage tax credit becomes available pursuant to Section 339-ee(2) of the Condominium Act, such credit will inure solely to the benefit of Sponsor and such Purchaser will cooperate with Sponsor in obtaining such credit. Accordingly, at Closing, each Purchaser utilizing mortgage financing will pay the full amount (but not in excess thereof) of the mortgage recording tax chargeable on the entire amount being financed and Sponsor will be reimbursed by Purchaser to the extent of any mortgage tax credit allowed.

6. Closing Fees: All legal costs, fees and expenses charged by each Purchaser's attorney shall be the sole responsibility of such Purchaser. In addition, each Purchaser shall also be responsible for payment of the following fees to Sponsor's attorneys, Kramer Levin Naftalis & Frankel LLP ("Sponsor's Counsel"), in connection with the closing of such Purchaser's Unit: (i) the sum of $5,000 as a per unit base closing fee; (ii) $250 for the preparation of ACRIS transfer documents required by the City of New York; (iii) if the Purchaser requests the closing to occur other than at the offices of Sponsor's Counsel (or such other place as Sponsor may designate in its closing notice) and Sponsor consents to such change (in its sole discretion), an attendance fee of $500 (closings may not be scheduled to occur outside Manhattan); (iv) if the closing is adjourned through no fault of Sponsor, an additional fee of $600 for each such adjournment to prepare and coordinate the new closing; (v) 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 in the Purchase Agreement, a fee of $1,500, payable in advance; (vi) if Purchaser obtains financing, an additional fee of $1,000 to Sponsor's Counsel; and (vii) Purchaser shall pay to Sponsor's Counsel the sum of $1,000 in connection with the consideration, review and processing of any agreement of exchange under Section 1031 of the Internal Revenue Code. Purchaser may be required to pay more than one fee pursuant to the preceding provisions of this paragraph with respect to a single Office Unit. Other additional charges may apply. At Sponsor's option (in its sole discretion), any one or more of the foregoing fees to be paid to Sponsor's Counsel shall be paid by Purchaser prior to closing upon notice to Purchaser.

7. Working Capital: A contribution to the Working Capital Fund in an amount equal to two months' Office Common Charges then in effect for the Office Unit pursuant to the Office Section budget in accordance with Schedule A hereto, as the same may be amended from time to time.

8. Common Charges: In addition to the contribution to the Working Capital Fund as described in paragraph 7 above, Purchaser will pay to the Office Board the Office Common Charges for the Office Unit for the first full month following the month in which title

closes. If Purchaser is a foreign government, a resident representative of a foreign government or other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity), Purchaser shall pay to the Office Board an amount equal to the Office Common Charges for such Office Unit for a period of two (2) years as security for the faithful observance by such Office Unit Owner of the terms, provisions and conditions of the Office By-Laws. In the event that such Unit Owner defaults in respect of the terms, provisions and conditions of the Office By-Laws, the Office Board may use, apply, or retain the whole or any part of the security so paid in advance to the extent required for the payment of any Office Common Charges or any other sum as to which such Unit Owner is in default; and such Unit Owner shall, within thirty (30) days after notice from the Office Board, deposit with such Board the amount so applied or retained so that at the option of the Office Board, such Board shall have the full amount of said security on hand at all times.

9. Projected Closing Costs Table: The following table illustrates the projected closing costs (based on current rates) for a typical Office Unit purchased by a Purchaser at a Purchase Price of $2,665,695 assuming such Purchaser finances 75% (i.e., $1,999,271.25) of the purchase price:

Fee Title Insurance (if purchased simultaneously with mortgage title insurance)	$7,424.00
Fee for recording Office Unit Deed and Office Unit Power of Attorney and RP-5217	$840.00
Mortgage Loan Closing Costs	
- recording mortgage (assuming 20 pages)	$250.00
- mortgage recording tax (at 2.80% of $1,999,271.25) (Purchaser may be required to pay a portion of such tax directly to Sponsor)	$55,980.40
- mortgage title insurance (if purchased simultaneously with fee insurance)	$1,431.00
- other bank charges ("assuming points" of 1% of mortgage amount, an appraisal fee of $400 and legal fees of $500 and assuming further that the lender does not require Purchaser to deposit funds to establish a real estate tax escrow)	$20,892.71
New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax	$83,077.25
Working Capital Payment	$3,254.00
First Month's Office Common Charges	$1,627.00

Closing Fee (assuming the closing occurs at the offices of Sponsor's Counsel) and, other than in respect of a mortgage, Purchaser has not incurred any additional fees as set forth above)	$6,000.00
ACRIS Transfer Document Preparation Fee	$250.00
TOTAL	$181,026.36

The projected closing costs referred to above are approximate and are not guaranteed. The mortgage loan closing costs vary widely among different lenders and also will vary depending on the loan program chosen.

In addition, at closing, adjustments will be made between Sponsor and the 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) Office Common Charges for the month in which title closes; (c) if Purchaser is not a tenant under an Existing Lease and is nevertheless allowed to occupy the Unit prior to the closing of title, accrued rent and any other charges pursuant to any interim lease or occupancy or other rental agreement affecting the Office Unit; and (d) if the Unit is occupied or otherwise subject to an Existing Lease, all rent, additional rent and all other amounts paid or payable under the Existing Lease. Real estate taxes will be adjusted at closing between Sponsor and each Purchaser based on the period for which real estate taxes have been prepaid by Sponsor either directly to the taxing authority or as part of the General or Office Common Charges to the Condominium Board or Office Board. If real estate taxes have been separately assessed to each Unit as of the closing, then the adjustment shall be based on the Unit's actual taxes for such period. If the real estate taxes have not been separately assessed against each Unit as of the closing, then the adjustment shall be determined by allocating to the Unit a prorated portion of the actual taxes for the entire Property for such period determined as provided in the Declaration, Condominium By-Laws, and Office By-Laws.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

O. RIGHTS AND OBLIGATIONS OF SPONSOR

1. Use of Unsold Office Units/Sponsor's Loan

Sponsor and its designee reserve the right to use or occupy or to rent, hire or lease any Unsold Office Unit to any Purchaser or non-purchasers at any time, both before and after the First Office Closing. Sponsor will endeavor in good faith to sell rather than lease the Office Units in a reasonably timely manner, but nevertheless, reserves the unconditional right, prior to the date of closing title to an Office Unit, to rent or lease such Office Unit to Purchasers and others. There are no limitations of any kind on Sponsor's right to rent rather than sell Office Units. As a result, Purchaser may be acquiring an Office Unit that has been previously occupied, but, unless otherwise specifically agreed to in writing by Sponsor and such Purchaser, and subject to the terms of any Existing Leases, such Office Unit will be delivered at closing free and clear of all leases and tenancies. In addition, because Sponsor has the unconditional right to rent or lease the Units, there is no commitment to sell more units than the 15% of Units necessary to declare the Plan effective and owner-occupants may never gain effective control and management of the Condominium or the Office Section.

Notwithstanding the foregoing or anything contained herein, in the Declaration and Condominium By-Laws, the Office By-Laws or the Rules and Regulations to the contrary, Sponsor or its designee may, without the permission of the any Board use or grant permission for the use of any Unsold Office Unit (as hereinafter defined) for any purpose, including, but not limited to, the use of any Unsold Office Units as models and sales and/or promotion offices in connection with the sale or rental of the Units or for any other purpose, subject only to compliance with applicable governmental laws and regulations as to any such use.

Sponsor has obtained a loan ("Sponsor's Loan") from Manufacturer's and Traders Trust Company ("Sponsor's Lender") in the aggregate maximum amount of $32,750,000.00. Pursuant to the loan documents executed in connection therewith ("Sponsor's Loan Documents"), Sponsor's Loan has a maturity date of September 1, 2019. Payments are of interest only on a monthly basis based on the outstanding amount of said loan from time to time. Since Sponsor's Loan will not be satisfied at or prior to the First Office Closing, at or prior to the First Office Closing, Sponsor's Lender will either (i) consent to the subdivision of the Office Unit and the formation of the Office Section and acknowledge that its lien will be limited to Unsold Office Units; or (ii) subordinate the lien of its mortgage to the Office Subdivision Amendment and, at each applicable closing, after payment of the minimum release price set forth in Sponsor's Loan Documents, release its lien on the Office Unit then being conveyed and its interest in the Common Elements. There are no restrictions in Sponsor's Loan Documents on the number of Units which Sponsor may lease, rather than sell, or on the number of Units which Sponsor must sell in order to declare the plan effective.

2. Condition of Office Units

Each Office Unit offered hereby and the Office Limited Common Elements appurtenant thereto as well as the fixtures and personal property contained therein and the Office Common Elements, are being sold and delivered "AS IS," in the condition in which they exist at the time a Purchaser closes title to his or her Office Unit and subject to (a) the terms of any Existing Lease

(as hereinafter defined); (b) any changes made to the Office Unit relating to or resulting from any tenancy in the Office Unit between the date of the Purchase Agreement and closing; and (c) Sponsor's right to make changes to the Office Units, the Office Common Elements, and the Office Limited Common Elements as set forth in this Plan; unless Sponsor and the Purchaser of an Office Unit otherwise agree in writing. The Purchaser of an Office Unit shall inspect such Office Unit prior to executing a Purchase Agreement. Additionally, prior to executing a Purchase Agreement for a Unit, Purchasers should carefully review the Description of Property and Building Condition, the Lead Paint Reports, the Façade Reports and the Asbestos Report set forth as Exhibits 4, 10, 11, and 12 respectively, in Part II of this Plan.

THE PROPERTY IS OFFERED IN ITS CURRENT CONDITION "AS IS", WITHOUT ANY OBLIGATION ON THE PART OF SPONSOR/SELLING AGENT OR ANY OTHER PERSON TO MAKE ANY REPAIRS OR IMPROVEMENTS, EXCEPT AS PROVIDED IN THIS PLAN. NO GOVERNMENTAL AGENCY HAS PASSED UPON THE PHYSICAL CONDITION OF THE BUILDING.

Sponsor shall not be obligated to correct, repair or replace any defects relating to the Office Units, the Office Common Elements, or the Office Limited Common Elements (as may be set forth in the reports contained in Part II of this Plan or otherwise) or in the installation or operation of any appliances, fixtures, or equipment therein, except as expressly provided in this Plan. Sponsor will not warrant the materials or workmanship of any Office Unit, the Office Common Elements, or any of the Office Limited Common Elements. The Housing Merchant Implied Warranty Law (General Business Law Article 36-B) is not applicable to this offering.

To the extent permitted under an applicable Existing Lease, Sponsor will endeavor to give each Purchaser the opportunity to view their Unit prior to closing, but Purchaser shall have no right to request or require Sponsor to perform any work in the Unit pursuant to any punchlist inspection statement or otherwise, resulting therefrom.

3. Certificate of Occupancy

There is an existing Certificate of Occupancy (C.O. No. 110338), dated October 22, 1996, in place for the Building which covers the Office Section. In the event a new or amended certificate of occupancy for the Building is required, unless otherwise agreed in writing by the parties, no Purchaser of an Office Unit hereunder shall be required to close title thereto unless and until Sponsor has obtained a temporary or permanent certificate of occupancy covering such Office Unit.

The Condominium is located in an area zoned C1-9, New York City Planning Commission Zoning Map 8D. The zoning permits commercial uses. The intended use of the Office Section as described in accordance with the provisions of this Plan will be in compliance with the current requirements of the Zoning Resolution. A copy of the zoning regulations and variances with respect to the Project is on file at Sponsor's Office.

4. Payment of Expenses

Sponsor will bear all costs and expenses incurred by it in connection with the creation of The Corinthian Office Condominiums and the individual Office Units and the preparation of the Plan and all selling expenses and compensation payable to sales or other personnel of Sponsor.

5. Assignment of Warranties

Upon the recording of the Declaration, Sponsor will deliver, assign or otherwise grant to the Condominium Board or the Office Board, as appropriate, on behalf of all Unit Owners or the Office Unit Owners, as appropriate, the right to proceed under any assignable warranties and other undertakings received by Sponsor from its contractors, suppliers or others in connection with the Building, except that warranties and undertakings received by Sponsor which relate to appliances, equipment or fixtures located in any Office Unit shall be assigned to the Purchaser of such Unit on the date of closing of title thereto. Certain warranties with respect to the Building will be held by the Condominium Board or the Office Board, as applicable, on behalf of all Unit Owners as to whose Units such warranties pertain.

6. Architect's Inspection and Certification

In accordance with Section 339-p of the New York 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 appropriate governmental authorities.

7. Payment of Office Common Charges and Real Estate Taxes

Sponsor will pay all Office Common Charges, real estate taxes and special assessments attributable to the Unsold Office Units in accordance with the provisions of the Office By-Laws. Sponsor has the financial resources to meet the aforesaid obligations with respect to Unsold Office Units and fund same from income from projected sales, the rental or leasing of Unsold Office Units and Sponsor's other assets and/or financial resources. No bond or other security has been posted by Sponsor to secure its obligation to pay Office Common Charges, special assessments or real estate taxes with respect to Unsold Office Units.

8. Insurance

Sponsor will initially procure on behalf of the Office Board, to take effect on or before the date of the First Office Closing, the insurance relating to The Corinthian Office Condominiums which is required to be maintained by the Office Board in accordance with the provisions of the Office By-Laws (see "Rights and Obligations of the Unit Owners and the Boards" in Part I below), the cost of which insurance has been reflected in the Projected Budgets set forth as Schedules B-1 in Part I. To the extent any such policy obtained and paid for by Sponsor shall satisfy the insurance requirements of the Office Board in respect of any period following the First Office Closing, the Office Board shall, as applicable, reimburse Sponsor for its prorated share of the cost of such coverage.

9. Right of Access

Sponsor and its contractors, subcontractors, agents and employees will have a right of access to each Office Unit and to all of the Common Elements for the purpose of fulfilling Sponsor's obligations under the Plan, performing certain alterations and repairs in or about the Unsold Office Units and exercising its other rights or performing its other obligations under the Plan. Sponsor will repair any damage caused as a result of such access and will use reasonable efforts to exercise such access in such a manner as will not unreasonably interfere with the use of any Unit for its permitted purposes.

10. Dissolution

In the event of the dissolution or liquidation of Sponsor, or the transfer of ten (10) or more units or twenty percent (20%) or more of the total number of units in the Condominium, whichever is less, to a single Purchaser, the principals of Sponsor will provide financially responsible entities or individuals who will assume the status and all of the obligations of Sponsor for those Units under the Plan and applicable laws or regulations (including, without limitation, Sponsor's representation that Sponsor will endeavor in good faith to sell the Units offered hereunder but subject to the reservation of the unconditional right to rent or lease, rather than sell, such Units).

11. General

Sponsor's representations, warranties and covenants under this Section of the Plan will survive the delivery of the deeds to the respective Units only for the time periods set forth above. The obligations of Sponsor to pay Office Common Charges and to perform its other duties as an Office Unit Owner with respect to any Unsold Office Units will survive for as long as Sponsor owns the same.

Sponsor agrees to indemnify the Office Board and the Office Unit Owners against, hold them harmless from and defend on their behalf any suits, proceedings, or claims arising out of any default by Sponsor in performing its obligations under this Plan or any material breach of any representation expressly made by Sponsor in this Plan and resulting: (a) as to any Office Unit and its appurtenant Office Limited Common Elements (if any), from any occurrence taking place prior to the closing of title to such Office Unit; or (b) as to the Office Common Elements, from any occurrence taking place prior to the First Office Closing. However, Sponsor will not be liable for, or obligated to defend, any suits, proceedings or claims arising out of any occurrence taking place from and after the respective dates set forth above, except those arising out of any negligence or violation of Article 23A of the New York State General Business Law by Sponsor or as explicitly stated in this Plan.

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

Sponsor has not furnished any bond or other security for the performance of the obligations of Sponsor under the Plan. Sponsor's ability to perform its obligations under the Plan will depend on its financial condition from time to time. No warranty is made that Sponsor will be financially able to perform all or any of such obligations. The foregoing shall not be construed to be a disclaimer or limitation of liability on the part of Sponsor for failure to perform any obligation imposed by applicable statute or regulation. Notwithstanding the foregoing, Sponsor will pay all Common Charges, real estate taxes and special assessments attributable to the Unsold Office Units in accordance with the provisions of the By-Laws, and, as of the date hereof, Sponsor has the financial resources to meet the aforesaid obligations with respect to Unsold Office Units. Sponsor intends to fund such payments from income from projected sales, the rental or leasing of Unsold Office Units and Sponsor's other assets or financial resources.

12. Alterations of Unsold Office Units

Sponsor shall have the right, pursuant (and subject) to the terms of the Declaration and Condominium By-Laws and the Office By-Laws, as the same may be amended from time to time, without the approval of any Board or any other Unit Owner or any Mortgagee, to decorate or make any alterations, additions or improvements, in to and upon any Unsold Office Units, whether structural or non-structural, interior or exterior, ordinary or extraordinary (including, without limitation, the right to combine two or more Unsold Office Units, or to add more Units by subdividing Unsold Office Units or to change the number of rooms in, as well as the size, layout and square foot area of any Unsold Office Unit. An initial purchaser of an Unsold Office Unit shall have the right, without the approval of any Board, but subject to Declaration, Condominium By-Laws, and Office By-Laws provisions regarding the same, to make any alterations, additions, improvements or repairs in or to such Unit, provided that such purchaser obtains all necessary approvals required by law and that Sponsor has consented to the same in writing, which consent may be withheld or conditioned in Sponsor's sole discretion, and provided further that such purchaser obtains all necessary approvals required by law, and that such purchaser complies with all other requirements of this Declaration and the By-Laws regarding alterations. Absent Sponsor's consent thereto, Purchasers shall have rights in respect of alterations as are set forth in the Condominium By-Laws and Office By-Laws described generally in the Section of the Plan entitled "Rights and Obligations of Office Unit Owners and the Boards" below.

13. Casualty

As discussed in the Section of the Plan entitled "Procedure to Purchase", the risk of loss to any Unit by fire or other casualty until the closing of title to such Unit (or an earlier taking of possession by the Purchaser) is assumed by Sponsor, but Sponsor has no obligation or liability to repair or restore any Unit. If a Unit is damaged or destroyed by fire or other casualty prior to the closing of title, but after the signing of an Agreement, and Sponsor gives written notice to the Purchaser of Sponsor's election to repair or restore the Unit, then the Agreement shall continue in full force and effect, and the Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price. 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, if any, of the Boards, and other Unit Owners, belong entirely to Sponsor.

However, if Sponsor notifies the Purchaser in writing that it does not elect to repair or restore the Unit, or if the Unit Owners entitled to make such determination do not resolve to make such repair or restoration pursuant to the Declaration, Condominium By-Laws, and Office By-Laws (see the Section entitled "Rights and Obligations of the Unit Owners and the Boards" in Part I of the Plan), the Agreement shall be deemed terminated, Sponsor shall return to the Purchaser the entire Deposit, together with interest earned thereon, and the parties shall be released and discharged from all rights, obligations and liability under the Agreement and this Plan, except that if the Purchaser is then in default under the Agreement beyond any applicable grace period, Sponsor may retain such Purchaser's Deposit, together with interest earned thereon.

14. Successors to Sponsor

Sponsor reserves the right to sell two or more Office Units and to designate the purchaser of such block(s) of Office Units as a "sponsor" under this Plan. The party so designated as a "sponsor" will have those additional rights and obligations (including the obligation to comply with all applicable Legal Requirements) applicable to a "sponsor" as more fully described in the Plan.

15. Reservation of Air and Development Rights

Sponsor hereby expressly reserves any air rights or transferable development rights to the extent that they attach to and benefit the Office Section. To the extent that the Office Units benefit from the sale or transfer or any air rights or transferrable development rights that are appurtenant to the Condominium and retained by the Condominium Board, Sponsor shall solely benefit from the portion of such benefits attributable to the Office Units.

16. Waiver Period

Sponsor reserves the right, in its sole and absolute discretion, to waive the collection of Office Common Charges from Purchasers under the Plan for a period of time prior to full occupancy of the Office Section (the "Waiver Period"); provided, however, that Sponsor shall be solely responsible for payment of all expenses to operate the Office Section on behalf of the Office Section during the Waiver Period (the "Operating Expenses"). All Operating Expenses paid by Sponsor during the Waiver Period are based on the actual cost of operating the Office Section, and not on estimates set forth in Schedule B-1 – "Projected Budget for First Year of Office Section Operation". Purchasers should note that Schedule B-1 will not be in effect until the expiration of the Waiver Period. Notwithstanding anything to the contrary set forth above, the Operating Expenses shall not include real estate taxes regardless of whether the Unit has been separately assessed. In all instances the Office Unit Owners will remain responsible for the payment of the real estate taxes.

If Sponsor shall exercise its right to waive collection of Office Common Charges as set forth above, Sponsor shall file an amendment to the Plan prior to the First Office Closing indicating that collection of common charges will not commence with the beginning of the First Year of Office Section Operation and further indicating the anticipated length of the Waiver Period. Sponsor, in its sole and absolute discretion, may upon thirty (30) days prior written

notice to Office Unit Owners, terminate the Waiver Period and commence the collection of Common Charges. Sponsor shall also file an amendment to the Plan disclosing the expiration of the Waiver Period at least thirty (30) days prior to such expiration. During any such Waiver Period, Sponsor will timely pay all expenses of the operation of the Office Section, including but not limited to insurance premiums and reserve fund payments required by lenders, if any, but not including each Unit Owner's allocable share of General Common Charges and real estate taxes for each Unit. Upon expiration of any such Waiver Period and the commencement of assessment of common charges against the Office Units, there will not be any assessment over and above the amount of such common charges against Units or Unit Owners for any item set forth in the approved budget that is in effect at the time of commencement of assessment of common charges. During any such Waiver Period, Sponsor shall remain obligated to update the operating budget for the Office Section when and as needed, as provided in the New York State Department of Law regulations as to the same.

17. Miscellaneous

As more fully set forth in the Declaration, Sponsor (or its designee) shall have an easement for so long as the Condominium shall remain in existence: (i) to erect, use, lease, license, maintain, repair, replace and operate a platform and other facilities for the purpose of erecting, using, leasing, licensing, maintaining, repairing, replacing and operating antennae, satellite dishes and other communications equipment on any part of any roofs of the Building that are not part of any Office Common Element or occupied as of the date hereof for any other Building installations; and (ii) to erect, use, lease, maintain, repair, replace and operate related electronic and other communications equipment in any portion of any mechanical equipment rooms that are not occupied as of the date hereof by any other Building installations, and the right to erect partitions separating such portion from the balance of such equipment room; in each case, without the consent of, or charge by, the Board or any other Unit Owners; provided, however, that Sponsor (or its designee) shall give prior notice to the Board of the type and location of any such equipment before installation. For purposes of effectuating Sponsor's rights with respect to such easements, Sponsor shall have the right and any easements as may be required to connect to the Building's electricity, which connections shall be made at the sole cost and expense of Sponsor, and to install one or more additional sub-meters to measure the cost of any electricity consumed by Sponsor in connection therewith, which cost shall be payable by Sponsor without any mark-up by the Condominium or any other party. Any obligations of Sponsor and/or its designee under any lease, license or other right of use granted by Sponsor and/or its designee with respect to the roofs or the aforesaid mechanical equipment rooms shall be the obligation solely of Sponsor and/or its designee and not of the Condominium and any rights of Sponsor and/or its designee, including, without limitation, the right to receive rent or other consideration for such lease, license or other right of use, shall be the right solely of Sponsor and/or its designee and not of the Condominium. In connection with such easements and related rights, Sponsor and/or its designee (and their respective successors and assigns) and the respective tenants and licensees shall each have, to the extent necessary or advisable for such erection, use, lease, maintenance, repair, replacement and operation, an easement in common with all Unit Owners for ingress, egress and the use of any Common Elements. The Units shall each be subject to such easement. The word "communications equipment" as used herein shall be deemed to include fiber optic cable and other communications lines, wires, cables and conduits.

The Office Unit Owners will be permitted, with the consent of the Office Board, not to be unreasonably withheld, to place signs in or on their windows or storefronts and on those portions of the Building's facade which are immediately adjacent to their Office Unit and/or directly above their Office Unit (within the east and west boundaries thereof) provided such signs are erected and maintained in compliance with applicable Laws. The Office Unit Owners shall not be permitted to use any portions of the sidewalk outside the Building for any purpose, including, but not limited to, a sidewalk café, or to place any items on any portion of the sidewalk, including but not limited to merchandise, seating or signage.

Sponsor and its designee(s) shall have the right, without prior notice to the Unit Owners, until the tenth (10th) anniversary of the First Office Closing (or until no Unsold Office Units remain, if earlier), to use, without charge, portions of the Building, including the Office Common Elements or Office Limited Common Elements, for exhibitions, events and/or promotional functions (e.g., with respect to any sales or rental programs for Unsold Office Units). Such activities will result in excess traffic and noise in the Building, and may interfere with owner-occupants' enjoyment of the Building.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

P. CONTROL BY SPONSOR

The affairs of the Office Section shall be governed by the Office Board, subject to any matters and authority vested in the Condominium Board as described in the Declaration, Condominium By-Laws, and Office By-Laws. The Office Board shall initially consist of three (3) members designated by Sponsor or its designee until the First Annual Office Meeting of Office Unit Owners (to be held not later than thirty (30) days following the earlier to the occur of: (i) the fifth anniversary of the first closing of title to any Unit by Sponsor pursuant to an Agreement (the "First Office Closing"); or (ii) the closing of title to Office Units by Sponsor representing at least 90% both in number and in aggregate Common Interests, of all Office Units, at which time the incumbent Office Board will resign and a new Office Board, consisting of five (5) members, will be elected and/or designated by the Office Unit Owners and Sponsor, or its designee shall have the right to designate three (3) out of the five (5) Office Board members and Sponsor, its designee and all other Office Unit Owners shall have the right to elect the remaining one (1) Office Board member who shall not be related to or affiliated with Sponsor, such designee or other Unsold Office Unit Owners. Following the Initial Control Period, but while Sponsor owns at least one Office Unit, Sponsor and/or its designee shall have the right to designate two (2) out of the five (5) Office Board members otherwise to be elected by the Office Unit Owners, including Sponsor, who may be a person related to or affiliated with Sponsor, Sponsor's designee or other Unsold Commercial Unit Owner; and the Office Unit Owners (including Sponsor) shall have the right to elect the remaining three (3) members of the Office Board to be elected by the Office Unit Owners, who shall be persons not related to or affiliated with Sponsor, Sponsor's designee or other Unsold Office Unit Owner. **Because Sponsor reserves the unconditional right to rent or lease the Office Units, there is no commitment to sell more Office Units than the fifteen percent (15%) necessary to declare this Plan effective and owner-occupants may never gain effective control and management of the Condominium.**

Accordingly, from and after the expiration of the Initial Office Control Period, at least three (3) out of the five (5) members of the Office Board shall not be designated by Sponsor or its designee. There is no restriction on the right of Sponsor and/or its designee(s) or other Unsold Office Unit Owner(s) to vote for members of the Office Board who are not related to or affiliated with Sponsor or such designee or such Unsold Office Unit Owner(s). The number of members of the Office Board may not be increased without the consent of the owner(s) of the Unsold Office Units, for so long as there remains at least one Unsold Office Unit.

Until the expiration of the Initial Office Control Period, the two (2) of the three (3) members of the Office Board designated by Sponsor shall also serve as the Office Board's two (2) designees to the twelve (12) member Condominium Board. After the Initial Office Control Period expires and until Sponsor no longer owns any Office Units, the members designated by Sponsor on the Office Board shall also serve as the Office Board's designees on the Condominium Board.

The Initial Office Control Period is the period ending upon the later to occur of: (a) the fifth anniversary of the First Office Closing; or (b) the closing of title to Units representing more than 90%, both in number and in aggregate Common Interests, of all Office Units.

Sponsor anticipates designating the following persons as the initial Office Board members (all of whom are employees of an affiliate of Sponsor and are experienced in real estate matters and familiar with the Property): Kevin Chisholm, Bastien Broda, and James Estreich. Sponsor will amend the Plan prior to the First Office Closing in the event such four persons shall not constitute the initial Office Board members.

As a result of the foregoing, there is no provision in the Office By-Laws that assures a majority of the Office Board will be Office Unit Owners, Office Unit occupants or employees or members of an Office Unit Owner who are unrelated to Sponsor and its principal within two years after the First Office Closing. In addition, because Sponsor has the unconditional right to rent or lease the Office Units, there is no commitment to sell more Office Units than the 15 percent of Office Units necessary to declare the Plan effective and owner-occupants may never gain effective control and management of the Office Board.

The Office By-Laws do not include a provision that after the expiration of the Initial Office Control Period a majority of the Board must be Office Unit Owner-occupants who are unrelated to Sponsor and its principals. Office Unit Owner-occupants and non-occupant Office Unit Owners, including Sponsor, may have inherent conflicts on how the Office Section should be managed because of their different reasons for purchasing, i.e., purchase as an office as opposed to as an investment.

At meetings of the Office Unit Owners, Sponsor will have the right to vote all of the Common Interests appurtenant to the Office Units owned by Sponsor as it sees fit.

Until the expiration of the Initial Office Control Period, Sponsor will, through its control of the Office Board and the Condominium Board, be able to control the maintenance and operation of, and the services to be provided by, the Office Board and the Condominium Board, and also the determination of Office Common Charges (including, but not limited to, that portion of the Office Common Charges which comprises the General Common Charges) to be paid by Office Unit Owners.

Moreover, during the Initial Office Control Period, neither the Office Board nor the Condominium Board may, without the prior written consent of Sponsor: (i) make any addition, alteration or improvement to the Office Common Elements, the Office Limited Common Elements or General Common Elements, as applicable, or any Unit (unless required by any applicable Legal Requirements); (ii) assess any Office Common Charges or General Common Charges, as applicable, for the creation of, addition to or replacement of all or any reserve, contingency or surplus fund; (iii) increase or decrease the number of, or change the kind of, employees initially hired for the Office Section or the Condominium, as applicable, as provided for in Schedules B-1 and B-2 set forth in the Plan; (iv) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the First Office Closing or otherwise provide services in excess of those referred to in the Plan, except as is required to reflect normal annual increases in operating services; or (v) borrow money on behalf of the Office Section or the Condominium, as applicable (unless any such borrowing is approved by the owners of Units representing at least 75% in aggregate Common Interests of all Office Units, or Units, as applicable). However, either Board may perform any function or take any action enumerated in subsections (i) through (vi) hereinabove without the consent of Sponsor if, and

only if, the performance of such function or the carrying out of such action is necessary, and no other alternative is available, either to enable such Board to comply with any Legal Requirements, or to remedy any notice of violation entered against the Office Section or the Condominium, as applicable, or to comply with any proper work order by an insurer of the Office Section or the Building, as applicable, or for the health and safety (but not the general comfort or welfare) of the occupants of the Office Section or the Building, as applicable.

Sponsor may not exercise veto power over expenses described in Schedule B-1 or B-2, or over expenses required to comply with any Legal Requirements applicable to the Office Section or Building, or to remedy any notice of violation entered against the Office Section or the Building or to comply with any proper work order by an insurer of the Office Section or the Building. Sponsor may, however, exercise veto power over expenses other than those described in the preceding sentence, to the extent provided in the Plan, for a period ending not more than five (5) years after the First Office Closing or whenever the Unsold Office Units constitute less than 25% of the Common Interest of all Office Units, whichever is sooner.

Sponsor reserves the right, in its sole and absolute discretion, to waive the collection of Office Common Charges from Purchasers under the Plan for a period of time prior to full occupancy of the Office Section (the "Waiver Period"); provided, however, that Sponsor shall be solely responsible for payment of all expenses to operate the Office Section on behalf of the Office Section during the Waiver Period (the "Operating Expenses"). All Operating Expenses paid by Sponsor during the Waiver Period are based on the actual cost of operating the Office Section, and not on estimates set forth in Schedule B-1 – "Projected Budget for First Year of Office Section Operation". Purchasers should note that Schedule B-1 will not be in effect until the expiration of the Waiver Period. Notwithstanding anything to the contrary set forth above, the Operating Expenses shall not include real estate taxes regardless of whether the Unit has been separately assessed or General Common Charges attributable to each Office Unit, which shall be paid by the Office Unit Owner of each Office Unit. In all instances the Office Unit Owners will remain responsible for the payment of the real estate taxes and their allocated share of General Common Charges.

If Sponsor shall exercise its right to waive collection of Office Common Charges as set forth above, Sponsor shall file an amendment to the Plan prior to the First Office Closing indicating that collection of common charges will not commence with the beginning of the First Year of Office Section Operation and further indicating the anticipated length of the Waiver Period. Sponsor, in its sole and absolute discretion, may upon thirty (30) days prior written notice to Office Unit Owners, terminate the Waiver Period and commence the collection of Common Charges. Sponsor shall also file an amendment to the Plan disclosing the expiration of the Waiver Period at least thirty (30) days prior to such expiration. During any such Waiver Period, Sponsor will timely pay all expenses of the operation of the Office Section, including but not limited to insurance premiums and reserve fund payments required by lenders, if any, but not including each Unit Owner's allocable share of General Common Charges and real estate taxes for each Unit. Upon expiration of any such Waiver Period and the commencement of assessment of common charges against the Office Units, there will not be any assessment over and above the amount of such common charges against Units or Unit Owners for any item set forth in the approved budget that is in effect at the time of commencement of assessment of common charges. During any such Waiver Period, Sponsor shall remain obligated to update the operating

budget for the Office Section when and as needed, as provided in the New York State Department of Law regulations as to the same.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Q. THE CONDOMINIUM BOARD

1. General

While exclusive affairs of the Office Section will be governed by the Office Board (as described more fully below and in the Office By-Laws), such governance is subject and subordinate to the governance of the Condominium overall which is vested in the Condominium Board.

The Condominium Board consists of twelve (12) members: (i) two (2) members designated by or on behalf of the Office Board (as described in the Section entitled "The Office Board" below); and (ii) nine (9) members designated by or on behalf of the Residential Unit Owners; and (iii) one (1) member designated by or on behalf of the Garage Unit Owner.

Sponsor anticipates that the following existing members of the Office Board will initially serve on the Condominium Board during the projected First Year of Office Section Operation: Kevin Chisholm and James Estreich. Jonathan Morris, Andrew Schmitt, Jordan Eisenberg, Betty Chiao, Maria Marinello, Danny Fishman, Vinyak Ahuja, Davidson Williams, and Prosha Krangy have been designated by the Residential Unit Owners; and Aaron Katz has been designated by the Garage Unit Owner; and Kevin Chisholm and James Estriech have been designated by Sponsor on behalf of the Office Board. Sponsor will amend the Plan prior to the First Office Closing in the event such persons shall not constitute the Condominium Board members at such time.

The terms of office of each of the members of the Condominium Board designated by the Office Board expire on the fifth (5th) anniversary of such Board Member's designation or at such earlier time as shall be designated in the Office By-Laws. In general, the replacement of such member, which may be the same person will be made by the Office Board or Office Unit Owner which designated such member. Notwithstanding the expiration of the term of office of a member of the Condominium Board, such member shall serve until a successor has been designated.

Members of the Condominium Board serve without compensation. All officers, Condominium Board members and employees of the Condominium will be bonded at all times under fidelity bonds in favor of the Condominium in amounts deemed appropriate by the Condominium Board. The cost of the bonds has been included in the General Common Charges allocated to all Unit Owners contained in Schedule B-2 in Part I of the Plan.

With respect to the Condominium Board members: (i) the qualifications set forth in the Office By-Laws (and described in Part I of this Plan in the Section titled "The Office Board" below) for members of the Office Board shall apply to the Condominium Board members (other than those designated by Sponsor) designated by the Office Board from time to time.

Office Unit Owners shall not be entitled to vote in their individual capacities as Unit Owners at any meeting of the Condominium Board.

2. Powers and Duties of and Determinations by Condominium Board

The Condominium Board has the powers and duties necessary for or incidental to the administration of the affairs of the Condominium. Subject to, and in accordance with the provisions of the Declaration, Condominium By-Laws, and Office By-Laws, the Office Board shall be entitled to make determinations with respect to all matters relating to the Office Section, provided the same do not materially adversely affect the Residential Units, the Garage Unit, their appurtenant Residential Limited Common Elements, Special Residential Limited Common Elements, or Garage Limited Common Elements, respectively, or the General Common Elements or the structure of the Building. As more fully set forth in the Condominium 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, unless otherwise expressly provided in the Condominium By-Laws.

3. **Meetings and Votes of Unit Owners**

No joint annual meetings of the Unit Owners will be held unless required by law, in which event such joint annual meeting will be held on the date specified by the Condominium Board. Special meetings may be called from time to time pursuant to the Condominium By-Laws. At all such joint meetings of Unit Owners, if any, the presence in person or by proxy of Unit Owners representing more than fifty percent (50%) in Common Interest of all Unit Owners shall constitute a quorum, provided that the Office Board shall have the absolute right (except in the case of an Emergency (as defined in the Condominium By-Laws)) to require an adjournment of any such Unit Owners Meeting (notwithstanding the presence of a quorum) for a period of no longer than thirty (30) days. Except as otherwise provided in the Declaration and Condominium By-Laws, a majority of votes cast at any such meeting at which a quorum is present or is not required shall be binding on all Unit Owners.

Each Unit Owner, upon obtaining title, will in accordance with Section 339-e of the Real Property Law, automatically have the right to vote at all meetings of the Unit Owners, based upon the Common Interest appurtenant to each of the Unit or Units owned by such Unit Owner, and at all such meetings, each Unit Owner (or his or her proxy) entitled to vote thereat (including Sponsor or its designee with respect to Unsold Office Units) shall be entitled to cast one vote for each .0001% of interest in the Common Elements attributable to his or her Unit or Units.

4. **Officers**

The principal officers of the Condominium are the President, Vice-President and Secretary/Treasurer, all of whom are elected by the Condominium Board. The Condominium Board may also appoint additional officers as the Condominium Board in its judgment may deem advisable. None of the officers of the Condominium need be Unit Owners or have any interest therein or be members of the Condominium Board.

Except as otherwise determined by unanimous vote of the Condominium Board, no office shall receive any compensation for acting as such. Upon the affirmative vote of a majority of the members of the Condominium Board, any officer of the Condominium Board may be removed, either with or without cause, and his or her successor shall be elected, at any regular meeting of the Condominium Board or at any special meeting of the Condominium Board called for such purpose.

5. **Liability of the Condominium Board and the Unit Owners**

To the extent permitted by applicable law, Board members have no liability to the Unit Owners, except that a Condominium Board member are liable for his or her own bad faith or willful misconduct. The Condominium Board may contract or effect any other transaction with any Board member, any Unit Owner, Sponsor or its designee, or any affiliate of any of them without incurring any liability for self-dealing, except in cases of bad faith, willful misconduct, illegal acts, fraud or gross negligence. All Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each Board member against any liability or claim except those arising out of the bad faith, willful misconduct, illegal acts, fraud or gross negligence of such member.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

R. THE OFFICE BOARD

1. General

The affairs of the Office Section shall be governed by the Office Board, subject to any matters and authority vested in the Condominium Board as described in the Declaration and Condominium By-Laws. The Office Board shall initially consist of three (3) members designated by Sponsor until the First Annual Office Meeting of Unit Owners, at which time the incumbent Office Board will resign and a new Board, consisting of five (5) members, will be elected and/or designated by the Office Unit Owners and Sponsor, as the case may be. During the Initial Office Control Period (as described in the Section entitled "Control by Sponsor" above), Sponsor shall have the right to designate three (3) of the five (5) Office Board members. Following the Initial Office Control Period, but while Sponsor owns at least one Office Unit, Sponsor shall be entitled to designate two Office Board members. Until the expiration of the Initial Office Control Period, two (2) of the three (3) members of the Office Board designated by Sponsor shall also serve as the Office Board's designees to the Condominium Board. After the Initial Office Control Period expires and until Sponsor no longer owns any Office Units, the two members designated by Sponsor on the Office Board shall also serve as the Office Board's two (2) designees on the Condominium Board.

The First Annual Office Meeting shall be held not earlier than 30 days following the later to occur of: (a) the second anniversary of the First Office Closing; or (b) the closing of title by Sponsor to Office Units representing at least 50% both in number and aggregate Common Interests of all Office Units to Purchasers. As a result of the foregoing, there is no provision in the Office By-Laws that assures a majority of the Office Board will be Office Unit Owners, Office Unit occupants or employees or members of an Office Unit Owner who are unrelated to Sponsor and its principal within two years after the First Office Closing. In addition, because Sponsor has the unconditional right to rent or lease the Office Units, there is no commitment to sell more Office Units than the 15 percent (15%) of Office Units necessary to declare the Plan effective and owner-occupants may never gain effective control and management of the Office Section. (See "Meetings and Votes of Office Unit Owners" in this Section below and "Control by Sponsor" in Part I).

The term of office of each of the five (5) members comprising the Office Board elected or designated at the First Annual Office Meeting shall be fixed at such meeting as follows: (a) three (3) of such members will serve for a term of approximately three years; (b) one (1) of such members will serve for a term of approximately two years; and (c) one (1) of such members will serve for a term of approximately one year. Those members of the first five (5) -member Office Board who receive the highest number of votes will serve for the longest terms of office, but except as set forth in the Office By-Laws, any members elected or designated by Sponsor or its designee as the owner of Unsold Office Units shall serve for the shortest terms of office. At each annual meeting of Office Unit Owners subsequent to the first such meeting, the Office Unit Owners shall elect Board members to replace the Office Board members whose terms of office are then expiring, each to serve a term of office fixed at three years. Notwithstanding the expiration of the term of office of a member of the Office Board or anything contained herein to the contrary, each member of the Office Board (including any member designated by Sponsor or its designee as the owner of Unsold Office Units) shall serve until a successor has been elected

and qualified. Subject to the requirements described in the Section of the Plan entitled "Control by Sponsor", there shall be no limit on the number of terms of office, successive or otherwise, that an Office Board member may serve.

Except for Office Board members elected or designated by Sponsor or its designee, all members of the Office Board shall be: (i) individual Office Unit Owners or Permitted Mortgagees of Office Units; (ii) partners or employees of a partnership owning, or holding a mortgage encumbering, an Office Unit; (iii) officers, directors, stockholders or employees of corporate owners or corporate Permitted Mortgagees of Office Units; (iv) members or employees of a limited liability company owning, or holding a Permitted Mortgage encumbering, an Office Unit; (v) fiduciaries or their beneficiaries who are owners or Permitted Mortgagees of Office Units (or officers, directors, employees or stockholders of corporate fiduciaries or partners or employees of partnership fiduciaries); (vi) adult family members or spouses of any of the foregoing individuals; or (vii) individuals designated by a sovereign government, consulate or other similar entity that is an Office Unit Owner or a mortgagee of an Office Unit. Other than Board members elected or designated by Sponsor or its designee, no Office Board member shall continue to serve after he or she ceases to be qualified as set forth above.

No person who is a convicted felon in any jurisdiction shall be permitted to serve on the Office Board at any time. Should an Office Board member be convicted of any felony while serving on the Office Board, then such Office Board member shall be deemed to have resigned from the Office Board as of the date of any such conviction; and his/her successor shall be designated or elected according to Office By-Law provisions governing the replacement of Office Board members who resign or who are otherwise removed from the Office Board.

Prospective Purchasers are advised that Office Unit Owners, Office Unit occupants and non-occupant Office Unit Owners, including Sponsor, may have inherent conflicts on how the Office Section should be managed because of their different reasons for purchasing, i.e., for use as an office as opposed to as an investment.

In no event shall any Office Unit Owner (or its proxy) or another interested party be eligible for election to the Office Board, and any such Office Unit Owner (or its proxy) or other party may be removed as an Office Board member by a majority vote of the other Office Board members, if such Office Unit Owner is then in arrears, beyond any applicable grace period, in the payment of Office Common Charges or any other amounts required by the Office Board to be paid. In addition, no member of the Office Board (or his or her proxy) may continue to participate as a member thereof after the Office Board has perfected a lien against his or her Unit, for so long as such lien remains unsatisfied.

Members of the Office Board shall serve without compensation. All officers, Office Board members and employees of the Office Section will be bonded at all times from and after the First Office Closing under fidelity bonds or crime insurance in favor of the Office Section. The cost of the bonds has been provided for in the estimate of the Office Common Charges contained in Schedule B-1 in Part I of the Plan above.

Any Office Board member may be removed from office, with or without cause, by a Majority of Office Unit Owners (as defined in the Office By-Laws), provided that any Office

Board member who was designated or elected as such by Sponsor (or its designee), in Sponsor's capacity as an Office Unit Owner may only be removed from office without cause by Sponsor (or its designee). Any Office Board member whose removal for cause has been proposed shall be given an opportunity to be heard at the meeting of Office Unit Owners at which such removal is to be considered.

2. **Powers and Duties of and Determinations by Office Board**

The Office Board shall have the powers and duties necessary for or incidental to the administration of the affairs of the Office Section. As more fully set forth in the Office By-Laws, all determinations required to be made by the Office Board shall be by majority of the votes cast at any meeting at which a quorum is present, unless otherwise expressly provided in the Office By-Laws.

3. **Meetings and Votes of Unit Owners**

After the First Annual Office Meeting as described above, annual meetings of Office Unit Owners will be held within approximately four weeks of the anniversary of the First Annual Office Meeting on a date to be set by the Office Board. At each such meeting, the Office Unit Owners shall elect or designate, as the case may be, members to replace those members of the Office Board whose terms have expired. In addition, special meetings may be held from time to time pursuant to the Office By-Laws. At all meetings of Office Unit Owners, the presence in person or by proxy of more than 50% of the Common Interests attributable to all Office Units shall constitute a quorum and, except as otherwise provided in the Office By-Laws or the Declaration, a majority of votes cast at any such meeting at which a quorum is present or is not required shall be binding on all Office Unit Owners.

Each Office Unit Owner, upon obtaining title, will in accordance with Section 339-e of the Real Property Law, automatically have the right to vote at all meetings of the Office Unit Owners, based upon the Common Interest appurtenant to each of the Office Unit or Units owned by such Office Unit Owner, and at all such meetings, each Office Unit Owner (or his or her proxy) entitled to vote thereat (including Sponsor or its designee with respect to Unsold Office Units) shall be entitled to cast one vote for each .0001% of interest in the Common Elements (proportionate among the Common Interest attributable to all Office Units) appurtenant to his or her Office Unit or Units.

4. **Officers**

The principal officers of the Office Board will be the President, Vice-President and Secretary/Treasurer, all of whom shall be elected by the Office Board. The Office Board may also appoint additional officers as the Office Board in its judgment may deem advisable.

None of the officers of the Office Board need be Office Unit Owners or have any interest therein or be members of the Office Board; except that, from and after the first organizational meeting of the Office Board after the First Annual Office Meeting, the President of the Office Board must be a member of the Office Board.

Upon the affirmative vote of a majority of the members of the Office Board, present in person or by proxy at a regular meeting of such Office Board, or at a special meeting of such Office Board called for such purpose, at which a quorum is present or is otherwise not required, any officer may be removed, either with or without cause, and his or her successor shall be elected or designated, in the event such Office Board member was designated by Sponsor or its designee.

5. Liability of the Office Board and the Office Unit Owners

To the extent permitted by applicable law, Office Board members shall have no liability to the Office Unit Owners, except that an Office Board member shall be liable for his or her own bad faith or willful misconduct. The Office Board may contract or effect any other transaction with any Office Board member, any Office Unit Owner, Sponsor or its designee, or any affiliate of any of them without incurring any liability for self-dealing, except in cases of bad faith, willful misconduct, illegal acts, fraud or gross negligence. All Office Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each Office Board member against any liability or claim except those arising out of the bad faith, willful misconduct, illegal acts, fraud or gross negligence of such member.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

S. RIGHTS AND OBLIGATIONS OF THE UNIT OWNERS AND THE BOARDS

1. Sales and Leases of Office Units

Each Office Unit Owner may sell his or her Office Unit or lease his or her Office Unit without the consent of the Office Board, the other Office Unit Owners, or any other party, provided that in each case, prior to the sale or leasing (1) all unpaid Common Charges and liens against such Office Unit (other than Permitted Mortgages) are paid and satisfied; and (2) such Office Unit Owner provides notice to the Office Board in the form of a copy of the executed contract of sale or lease. The Office Board has no right of first refusal with respect to sales and leases of Office Units.

Each conveyance of a Unit by the Owner thereof shall include as part of the property to be conveyed, such Unit Owner's (i) undivided interest in the Common Elements, (ii) undivided interest in any Unit or Units acquired by any Board from Unit Owners (or the proceeds received at a foreclosure or other judicial sale of a Unit) and (iii) undivided interest in any other asset of either Board. No part of a 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 to which such interest appertains or as part of a sale, transfer or other disposition of the specific interest in the Common Elements by all affected Office Unit Owners. In addition, the Office Board may establish reasonable fees for the processing of such offers for sale or lease, which shall be payable by the selling or leasing Office Unit Owner (but not Sponsor or its designee) to the Managing Agent.

2. Use of Office Units

The Declaration provides generally that, Office Units may generally be used for lawful business or professional purposes. The board of managers of the Office Section (the "Office Board"), pursuant to the sub-by-laws governing the Office Section (the "Office By-Laws"), shall have the right, from time to time, to enact certain rules and regulations (the "Office Rules and Regulations") governing the use of the Office Units, in order to, among other things, ensure that no use of an Office Unit by an Office Unit Owner (or its tenants) interferes with the ability of other Office Unit Owners (or their tenants) to fairly access and use (as determined by the Office Board, in its sole discretion) all or any portion of the Office Common Elements or Office Limited Common Elements. Notwithstanding anything contained herein to the contrary, Sponsor (and its designees) may, without the permission of any Board or any other Person, use any Unsold Office Unit (as hereinafter defined) for any lawful business or professional purpose, including, without limitation, as models and sales and/or promotion offices in connection with the sale or rental of such Units. No income derived from any use of an Office Unit (other than Office Common Charges and other fees due the Office Board pursuant to the Declaration, Condominium By-Laws, and Office By-Laws, which may constitute income to the Office Board) will constitute income to the Office Board or Office Unit Owners.

Pursuant to the Declaration and Condominium By-Laws, the Residential Units (not offered hereby) may generally be used as residences only, except that any Residential Unit may be used for professional offices with the prior written consent of the Condominium Board, not to

be unreasonably withheld, and to the extent permitted by law, any Residential Unit may be used for any ancillary use, such as a permissible home occupation; and the Garage Unit (not offered hereby) may generally be used only for lawful business or professional purposes. No representation or warranty is made with respect to any actual uses of the Residential Units or the Garage Unit or with respect to who the owner or tenant(s) of such Units may be at any time.

There is no limit on the number of Office Unit Owners who may purchase an Office Unit for investment, rather than for personal occupancy, purposes. As such, there may always be a substantial percentage of Office Unit Owners who are non-occupants of the Condominium.

The use of any Office Unit or a portion thereof for residential or other uses prohibited under the Declaration, Condominium By-Laws, and Office By-Laws shall be deemed a default thereunder, entitling the Condominium Board and the Office Board to exercise all remedies available to them under the Declaration, Condominium By-Laws, and Office By-Laws.

3. **General Provisions with Respect to Use**

No nuisance or offensive or unlawful use shall be allowed in the Condominium or any portion thereof. All 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 Board, whoever shall, pursuant to the Declaration, Condominium By-Laws, and Office By-Laws, have the obligation to maintain or repair such portion of the Property.

The Office Rules and Regulations concerning the use of the Office Units may be amended from time to time by the Office Board, provided that copies thereof are furnished to each Office Unit Owner prior to the time that they become effective. Further provisions with respect to the use of the Units are set forth in the Office By-Laws and the Office Rules and Regulations. However, no amendment of the Office Rules and Regulations will apply to Sponsor or the Unsold Office Units, unless agreed to by all the owners of same who are affected by such amendment.

4. **Mortgage of Units by Office Unit Owners**

Each Office Unit Owner may mortgage his or her Office Unit, in accordance with the provisions of Article 7 of the Office By-Laws, which requires each Office Unit Owner (other than Sponsor, its designee or the holder of Unsold Office Units) notify the Office Board in writing of the making of such mortgage and receive a conformed copy of the note and mortgage and that the Office Unit Owner first satisfy all unpaid liens against the Office Unit, other than Permitted Mortgages.

5. **Common Charges: Determination and Assessment; Special Assessments**

As described in the Condominium By-Laws, the Condominium Board shall from time to time, but at least annually, prepare a budget setting forth its projections of General Common Expenses and will assess the Office Board, in the manner described in the Condominium By-Laws, the General Common Charges necessary to meet the Office Section's allocated share of the General Common Expenses. As described in the Office By-Laws, the Office Board shall,

from time to time, but at least annually, prepare or cause to be prepared a budget setting forth its projections of the Office Common Expenses for the next fiscal year of the Office Section, including the Office Section's allocated share of the General Common Charges, and will allocate and assess each Office Unit Owner in proportion to such Office Unit's percentage Common Interest compared to the total for all Office Unit Owners, Office Common Charges to meet the Office Common Expenses. (Under the Condominium By-Laws, the Office Common Charges collected by the Office Board shall, in all instances, first be payable by the Office Board to the Condominium Board in payment of the Office Section's allocated share of the General Common Charges and before application for any other purpose. If such priority of payment fails to occur, the Condominium Board shall have the right, without limitation, and in addition to all other remedies available at law, to avail itself of the remedy of specific performance with respect to the obligations of the Office Board.) Generally, any common expenses incurred and related exclusively to the Office Common Elements and/or Office Limited Common Elements will be allocated and assessed to the Office Unit Owners as a whole, with respect to Office Common Elements, and to the specific Office Unit Owners, with respect to the Office Limited Common Elements appurtenant to their Office Unit. The respective Common Interests of the Units have been allocated to each Unit based upon floor space subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit, in accordance with Section 339-i(1)(ii) of the New York State Real Property Law.

The Office Board will furnish copies of the budgets to all Office Unit Owners and advise each Office Unit Owner of the amount of Office Common Charges payable. Unless otherwise determined by the Office Board, Office Common Charges will be payable in monthly installments, in advance, on the first day of each month.

In the event the Condominium Board levies a special assessment, a portion of which is allocated to the Office Section, the Office Board shall levy a special assessment to meet the Office Section's allocated share of any such special assessment levied by the Condominium Board.

6. **Collection and Lien for Non-Payment of Common Charges**

Office Unit Owners may not exempt themselves from liability for Office Common Charges by waiving use of any of the Common Elements or by abandoning their Units. No Office Unit Owner, however, will be liable for the payment for any part of the Office Common Charges assessed against his or her Unit subsequent to a permissible sale, transfer or other conveyance by him or her of such Office Unit. In addition, as more specifically set forth in the Office By-Laws, a Unit Owner, by conveying his or her Office Unit (without consideration) to the Office Board and provided that such Unit is free and clear of liens and encumbrances other than the statutory lien for unpaid Office Common Charges (provided no amounts are owing under any such lien) and that no violation of the Declaration, Condominium By-Laws, or Office By-Laws then exists with respect to such Unit, may be exempt from Office Common Charges thereafter accruing.

On a resale of any Office Unit, the purchaser will be liable for the payment of any unpaid Office Common Charges against such Unit; except that, to the extent then permitted by law, a Permitted Mortgagee acquiring an Office Unit at a foreclosure sale will not be liable for a lien for the payment of Office Common Charges assessed against such Office Unit for the period following the recording of the Permitted Mortgagee and prior to such Office Unit's acquisition by the Permitted Mortgagee. However, such Permitted Mortgagee or purchaser at a foreclosure sale shall be liable for payment of all Office Common Charges after the acquisition of title to such Unit. In the event of a foreclosure by the Office Board of its lien on any Unit for Office Common Charges, or otherwise, if the net proceeds of the foreclosure sale are insufficient for the payment of such unpaid charges, or if a Unit is acquired by a mortgagee or purchaser in foreclosure, the original Unit Owner can be sued for the unpaid balance. The Office Board will also have the right to assess such unpaid balance as an Office Common Charge among all Unit Owners.

Pursuant to Section 339-z of the Real Property Law and under the provisions of the Office By-Laws, the Office Board, on behalf of all Unit Owners, will have a lien on each Office Unit for unpaid Office Common Charges together with interest thereon, assessed against such Unit. 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. Pursuant to Section 339-aa of the Real Property Law, any lien for unpaid Office Common Charges against a Unit will be effective from and after filing of a verified notice thereof in the City 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. Such liens may be foreclosed by a suit brought in the name of the Office Board (acting on behalf of all Office Unit Owners) in the same manner as the foreclosure of a mortgage on real property, or an action may be brought by the Office Board to recover unpaid Office Common Charges without foreclosing such lien. In addition, the Condominium Board may assess Office Unit Owners a late charge of $.04 for each dollar of Office Common Charges which remains unpaid for more than 10 days after the date when due, and interest at the Default Rate (as defined in the Condominium By-Laws) on such unpaid amounts (plus any "late charges" theretofore collected), plus all expenses of collection. Sponsor obligates itself to cause any members of the Office Board related to or affiliated with Sponsor to vote in favor of filing a lien against any Unsold Office Units owned by Sponsor with respect to which payments of Office Common Charges have not been made within 30 days after the date when due.

7. **Borrowing by Condominium Board**

The Condominium Board may, at any time, borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of, or the making of repairs, replacements, restorations, additions or improvements to, or alterations or replacements of, the General Common Elements or otherwise in connection with any permitted action or activity of the Condominium Board, provided, however, that: (i) a 65% vote of the members of the Condominium Board shall be required for any borrowings for such purposes; and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant Common Interest without the prior written consent of the owner of such Unit, or on the General Common Elements without the consent of all Unit Owners. Neither the power

nor the right of any other Board to borrow money pursuant to the provisions of its respective sub-by-laws is limited or impaired by the foregoing.

All such borrowing by the Condominium Board shall be by and in the name of the Condominium, and shall expressly provide that no individual Unit Owner (or shareholder, member, director or officer thereof) or Board Member shall be liable (primarily or otherwise) therefor in any respect (including, without limitation, for any fees, expenses, or other liabilities or obligations accruing or to be performed thereunder) unless specifically agreed to in writing by such Unit Owner or Board Member.

8. **Borrowing by the Office Board**

The Office Board may, at any time, borrow money on behalf of the Office Section when required in connection with (i) the operation, care, upkeep and maintenance of, or the making of repairs, restorations and replacements of, and alterations, additions, or improvements to the Office Common Elements or Office Limited Common Elements or (ii) any permitted action or activity of the Office Board; provided, however, that: (A) except as otherwise provided in the Office By-Laws, the consent of at least 66-2/3% of the total authorized votes of all Office Unit Owners shall be required for any borrowings for such purposes with respect to the Office Common Elements or Office Limited Common Elements, if such borrowings are in excess of $100,000 (subject to increase by the CPI Increase Factor) in total any one fiscal year or $250,000 (subject to increase by the CPI Increase Factor) in the aggregate (including borrowings from prior periods) at any one time; (B) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements (except to the extent permitted by applicable law) without the prior written consent of the owner of such Unit; and (C) neither any other Unit Owner other than an Office Unit Owner nor any other Board shall be liable for the repayment of any such borrowing with respect to the Office Common Elements or Office Limited Common Elements exclusively, and the loan documentation in such case shall so provide. Any such debt may be secured by future income and Office Common Charges in which event the Office Common Charges shall be deemed trust funds for the purpose of paying such debt. The Office Board cannot secure such debt by a lien on the Common Elements without the consent of all affected Unit Owners. Notwithstanding the foregoing pursuant to the Condominium By-Laws, the Office Board shall not create any lien on the General Common Elements or a lien that would have priority to the Condominium Board's lien for its share of General Common Charges.

In addition to the debt described above, the Office Board, without approval of the Unit Owners may, at any time, incur, or refinance, debt from time to time secured by a lien on a Unit acquired by the Office Board pursuant to the Declaration and/or Office By-Laws; provided, however, that no such financing or refinancing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit to be purchased together with its appurtenant interest in the Common Elements. If any sum borrowed by the Office Board is not repaid by the Office Board, a Unit Owner who pays to the creditor such proportion thereof as his or her interest in the Common Elements bears to the interest of all Office Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor has filed or has the right to file against such Unit Owner's Unit**,** and all loan documentation entered into by or on behalf of the Office Board shall specifically so provide.

All such borrowing by the Office Board shall be by and in the name of the Condominium, and shall expressly provide that no individual Unit Owner (or shareholder, member, director or officer thereof) or Board member shall be liable (primarily or otherwise) therefor in any respect (including, without limitation, for any fees, expenses, or other liabilities or obligations accruing or to be performed thereunder) unless specifically agreed to in writing by such Unit Owner or Board member.

9. **Repairs to and Maintenance of Units and Common Elements**

Except as may otherwise be provided in the Condominium By-Laws and/or Office By-Laws, generally, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, or ordinary or extraordinary (a) in or to any Office Unit (other than any Common Elements included therein) will be made by the Owner of such Unit at his or her expense, (b) in or to the General Common Elements will be made by the Condominium Board and the expense thereof will be charged to the Unit Owners as a General Common Expense, and (c) in or to the Office Common Elements or Office Limited Common Elements will be made by the Office Board and the expense thereof will be charged to the Office Unit Owners in the proportion that their respective Common Interests bear to the aggregate Common Interests of all Office Unit Owners (in the case of Office Common Elements), and to the particular Office Unit Owner (in the case of an Office Limited Common Element). Without limiting the foregoing, Office Unit Owners shall be responsible for all maintenance, repairs and replacements of all plumbing, appliances and lighting fixtures, and heating and air conditioning units in their respective Units. Notwithstanding the foregoing, each such Office Unit Owner of an Office Unit containing a Terrace shall be responsible for all normal maintenance, repairs and replacements to such the Terrace appurtenant to its Office Unit; however, the costs and expenses of any structural repairs or repairs or replacements caused by the need for such structural repairs to any Terrace (unless caused by or attributable to the Office Unit Owner thereof or another Unit Owner), shall be made by or for the Office Board and the cost and expense thereof shall be charged to all Office Unit Owners as an Office Common Expense. Each Office Unit Owner shall promptly comply with all Legal Requirements applicable to his or her Office Unit. No Office Unit Owner shall use or permit the use of Hazardous Materials (as defined in the Condominium By-Laws) on, about, under, or in his or her Office Unit or the Property. Each Office Unit Owner agrees to indemnify and hold harmless the Condominium Board, the Office Board and each other Unit Owner from and against any and all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including, but not limited to, costs of investigation, remedial response, and reasonable attorneys' fees and cost of suit, arising out of or resulting from any Hazardous Material used or permitted to be used by such Office Unit Owner on, about, under or in his or her Office Unit or the Property.

The Office Board will be responsible for cleaning or causing to be cleaned by an insured window washing professional, the exterior glass surfaces of all Office Units at least two times per calendar year (except for exterior glass surfaces of doors and windows opening onto or directly accessible from any Terrace that is appurtenant to an Office Unit as to which the Owner of such Office Unit shall have the responsibility for washing and cleaning a minimum of two (2) times per calendar year). The interior glass surfaces of all windows in the Units shall be the responsibility of the respective Unit Owners. All window interiors shall be cleaned a minimum of two (2) times per calendar year. The Condominium Board or the Office Board may from time

to time enforce the responsibility of Unit Owners to wash and clean the interior surfaces of windows located in their respective Units and charge the defaulting Unit Owner therefor. Unit Owners are prohibited from cleaning or allowing to be cleaned any window from the outside in violation of Section 202 of the New York State Labor Law, any other applicable Legal Requirements, any insurance policy or requirement or otherwise. Office Unit Owners are also prohibited from making any repair or alteration which would void any warranty covering the building's windows.

The Condominium By-Laws provide that each Unit and all portions of the Common Elements shall be kept and maintained in good order and repair, consistent with Building standards, in each case, by the Unit Owners, the Condominium Board, or the Office Board, if applicable, whichever is responsible for the maintenance thereof. Additionally, without limiting the maintenance obligations set forth in the Condominium By-Laws, the Office By-Laws provide that the Office Units, the Office Common Elements, and the Office Limited Common Elements shall be kept in a clean and sanitary condition, and in good working order (and all portions thereof exposed to public view shall be kept in a neat appearance and in a good and proper manner consistent with the Building standard), in each case, by the Office Unit Owners or the Office Board, whichever is responsible, for the maintenance thereof. In the event that any Office Unit Owner, within a reasonable time after receipt of written notice from the Office Board, fails to keep his or her Unit in such condition as required under the Condominium By-Laws and the Office By-Laws, the Office Board, at the expense of such Unit Owner, may enter such Unit and perform such acts as are necessary to cure such default as more particularly set forth in the Office By-Laws. (See subsection entitled "Rights of Access" below.) In the event the Office Board fails to take action after notice from the Condominium Board against an Office Unit Owner who is in default beyond the expiration of any notice or cure period in or the performance of any other obligation under the Declaration and Condominium By-Laws or the Office By-Laws, then the Condominium Board may do so, in its own name or, if necessary, in the name of the Office Board.

Any alteration, addition, improvement or repair in or to a Unit or any Common Elements must comply with all Legal Requirements.

10. Representation on Condominium Board

As described in Articles 2 and 3 of the Office By-Laws and in the Condominium By-Laws, Office Unit Owners shall not be entitled to vote in their individual capacities as Unit Owners at any meeting of the Condominium Board. The Office Unit Owners shall be represented on the Condominium Board solely by the designees of the solely by the members of the Board, which, from and after the First Annual Meeting shall constitute two (2) members, who will be elected and/or designated by the Office Unit Owners (including Sponsor), who will each be entitled to one vote in all matters which require a vote of the entire Board.

11. Alterations and Improvements of Office Units

No Office Unit Owner (other than Sponsor or its designee as the owner of Unsold Office Units) shall make any alterations, additions, installations, improvements, replacements or repairs in or to its Office Unit which affects the structure or Building or the Office Section (including,

without limitation, the mechanical, electrical, plumbing, heating, ventilating and/or air-conditioning systems thereof), without obtaining the prior written consent of the Office Board thereto. However, no Office Unit Owner shall make, and the Office Board shall not have the authority to consent to, any alteration, addition, improvement or repair to an Office Unit which (a) unreasonably interferes with the structural, mechanical, electrical or plumbing systems of the Building or other Common Elements or (b) either in the course of its construction or upon completion would unreasonably interfere with: (i) any other Unit or Section or their appurtenant Limited Common Elements; (ii) any easements or rights of access granted to any Unit in the Declaration; or (iii) the rights granted to any Unit, without the Office Board's obtaining (on behalf of such Office Unit Owner) the prior written consent thereto of the owner of the Condominium Board or the affected Unit Owner, as required under the terms of the Condominium By-Laws. In each of the foregoing cases, the Office Unit Owner seeking to perform such work requiring such consent(s) shall be liable for all costs and expenses incurred by the Office Board in obtaining such consent(s).

Prior to, and as a condition of, the granting of its consent to the making of any such alteration, addition, improvement or repair in or to a Unit, either Board may, at its option, require the Unit Owner to execute an agreement, in form and substance satisfactory to such Board, setting forth the terms and conditions under which such alteration may be made.

Pursuant to the terms of the Condominium By-Laws and the Office By-Laws, all alterations by an Office Unit Owner shall be performed: (i) at the Unit Owner's sole cost and expense; (ii) in a manner which will not interfere with, or cause any labor disturbances or stoppages in, the work of Condominium or Office Section employees or other contractors or subcontractors employed in the Units or the Building; (iii) during only such days and hours as may be specified by the Condominium Board and Office Board in its reasonable judgment; (iv) only after obtaining such insurance, naming the Condominium Board, Office Board and their managing agents as additional insureds, as the Condominium Board, Office Board or their managing agents may require; (v) employing such architects, engineers, contractors, subcontractors, suppliers and other laborers who are on the managing agent's then approved list, as such list may change from time to time, in the sole discretion of the Condominium Board, Office Board or their managing agents, or as otherwise approved by the Condominium Board or the Office Board; and (vi) in compliance with the Declaration, Condominium By-Laws, and Office By-Laws, the overall Building standards, and all Laws and Insurance Requirements. The Unit Owner performing or causing, permitting or suffering such alterations to be performed shall, if required by the Condominium Board or the Office Board, pay the cost of (x) any necessary amendment of the Declaration and the floor plans of the Condominium, if appropriate, to reflect any such alterations, (y) obtaining all necessary governmental permits, authorizations, certificates and licenses for the commencement and completion of any alterations (and copies thereof shall be delivered to the Condominium Board and the Office Board promptly after the issuance thereof and prior to the commencement of any alterations, additions, improvements or repairs), and (z) any architectural, engineering and legal fees incurred by the Condominium Board or the Office Board in connection with such work. Neither the Condominium Board, the Office Board nor any Unit Owner (other than the Unit Owner making or causing, permitting or suffering any Alterations to be made in or to its Unit) shall incur any liability, cost, or expense either: (a) in connection with the preparation, execution, or submission of the applications referred to above; (b) to any contractor, subcontractor, supplier, architect, engineer or laborer on

account of any alterations made or caused, permitted or suffered to be made by any Unit Owner; (c) to any person or entity asserting any claim for personal injury or property damage arising therefrom; or (d) arising out of a Unit Owner's or Board's failure to obtain any permit, authorization, certificate or license, or to comply with the Declaration, Condominium By-Laws, and Office By-Laws and all Laws and Insurance Requirements insofar as the same relates to alterations. A Unit Owner making or causing, permitting or suffering any tenant or occupant to make, any alteration shall be deemed to have agreed to indemnify and hold the Boards and their managing agents, and all other Unit Owners and their managing agents harmless from and against any liability, loss, cost, or expense arising therefrom, and from and against any and all loss, cost, expense (including, but not limited to, attorneys' fees and disbursements), damage or injury, whether direct, indirect or consequential, resulting from, arising out of, or in any way connected with, any of the foregoing.

The foregoing restrictions affecting Office Units shall not apply to Sponsor or its designee in respect of the Unsold Office Units. There are no restrictions on the ability of Sponsor or its designee to alter or improve any Unsold Office Unit (including, without limitation, dividing, subdividing and combining one or more Unsold Office Units or portions of same).

Office Unit Owners must obtain the consent of the Office Board, and when required, the Condominium Board, including, but not limited to, entering into an alteration agreement, before altering their Office Units in any way, subject to the further applicable provisions of the Declaration, Condominium By-Laws, and the Office By-Laws. Office Unit Owners shall be responsible for obtaining, at their sole cost and expense, any approvals required by the New York City Department of Buildings in connection with any alterations approved by the Office Board hereunder.

Notwithstanding the foregoing, any initial purchaser of any Unsold Office Unit shall have the right, without approval of the Office Board, to make any alterations in or to its Office Unit, provided that Sponsor or its designee has consented to the same in writing (which consent may be withheld or conditioned in Sponsor's sole discretion), and provided further that such purchaser obtains all necessary approvals required by law, and that such purchaser complies with all of the other requirements of this Declaration, the Condominium By-Laws, and the Office By-Laws regarding alterations.

Any alteration, addition, improvement or repair in or to an Office Unit, the Office Common Elements, or any Office Limited Common Elements must comply with all Legal Requirements.

Notwithstanding anything contained herein to the contrary, pursuant to the terms of the Declaration, Condominium By-Laws, and Office By-Laws, no Office Unit Owner shall be entitled to use or alter their Office Unit in any way which would interfere with the ability of any other Unit Owner in the Condominium to lawfully occupy their Unit without a certificate of occupancy.

12. **Alterations and Improvements of Common Elements**

Generally, all alterations, additions or improvements in or to the Common Elements will be made by whichever Board or Unit Owner is required to maintain and repair such Common Elements. The costs of alterations, additions or improvements to the General Common Elements will generally be charged to all Unit Owners as a General Common Expense; and costs attributable to the Office Common Elements will generally be charged to all Office Unit Owners as an Office Common Expense in the proportion that their respective Common Interests bear to the aggregate Common Interests of all Office Unit Owners or the Office Unit Owner(s) responsible therefore, as the case may be, and the costs attributable to any Office Limited Common Element will be charged to the Office Unit to which such Office Limited Common Element is appurtenant. Whenever, in the judgment of the Office Board, the Office Common Elements or the Office Limited Common Elements for which it is responsible require additions, alterations or improvements which are capital in nature and would cost more than $250,000 (subject to increase by the CPI Increase Factor) in any calendar year or $750,000 in the aggregate (subject to increase by the CPI Increase Factor), then such additions, alterations or improvements may not be made unless first approved by a majority in number and Common Interest of Office Unit Owners liable for the cost thereof, including Sponsor, if it then owns any Office Unit, at a duly constituted meeting of the Office Unit Owners, and by the Office Mortgagee Representatives (as defined in the Office By-Laws), if any, appointed pursuant to the Office By-Laws, or unless the same is a non-capital repair or necessary to comply with applicable laws or regulations, to remedy any violation imposed against the Property, to comply with a proper work order of an insurer of the Property, or for the health or safety (but not the general comfort or welfare) of the residents or occupants of the Property. In any such event, the Office Board may, in its discretion, assess each Office Unit Owner liable therefor for his or her pro-rata share of the cost of such additions, alterations, or improvements, according to his or her Common Interest, as part of the Office Common Charges.

Any additions, alterations or improvements costing the amounts set forth above or less, in the aggregate, in any calendar year or which is a non-capital repair may be made by the Office Board without the approval of the Office Unit Owners or Office Mortgagee Representatives.

Notwithstanding the foregoing, elevator landings which serve fewer than three Office Units may be decorated and/or furnished by the adjoining Office Unit Owners as they desire, at their expense, provided that each such Office Unit Owner consents in writing thereto, and the Office Board gives its written consent to such decoration and/or furnishing, which consent of the Office Board may granted or withheld in such board's sole discretion. After an elevator landing is decorated and/or furnished by the Office Unit Owners serviced by the same, the owners of such Office Units, and not the Office Board, will be responsible for keeping the decor and furnishings in a first class condition and state of repair and performing, at their joint expense, all repairs and maintenance necessary or desirable in order to accomplish the same.

In addition, as set forth in the Office By-Laws and to the extent permitted by law, the owner or owners of any one or more Office Units, if such Office Unit or Units are the only Office Unit or Units serviced or benefited by any Office Common Elements adjacent or appurtenant thereto (for example, that portion at the end of a hallway that is directly adjacent to the Office Unit or Units located at the end of such hallway) and not affecting access or service (including, without limitation, heating, ventilating and air-conditioning) to any other Unit or to any other portion of the Office Common Elements shall, with the consent of the Office Board

(which consent may be withheld in the Office Board's sole discretion, but shall not be required if the Office Unit Owner or Owners shall be Sponsor or their designees), have the right to use such Office Common Element exclusively (including the right, in the above example of a portion of a hallway, to enclose such portion), and no amendment to the Declaration or reallocation of Common Interests shall be made by reason thereof. In such an event, however, such owners shall, at their sole expense, (i) operate, maintain and repair such Office Common Element for so long as such owners exercise such exclusive right of use and (ii) restore such Office Common Element to its original condition, reasonable wear and tear excepted, after such owners cease to exercise such exclusive right of use.

13. **Rights of Access**

As more fully set forth in the Declaration, Condominium By-Laws, and Office By-Laws, the Condominium Board and the Office Board and any managing agent, manager and other persons authorized by such Boards, as applicable, will have a right of access to any Office Unit for the purposes, among others, of: (a) making inspections of, or removing violations of governmental laws or regulations against, any part of the Property; (b) curing defaults under the Declaration, Condominium By-Laws, and Office By-Laws by the owner of such Unit; (c) performing maintenance, installations, alterations, repairs or replacements to the mechanical plumbing or electrical systems, or other portions of the Common Elements, located within such Unit or elsewhere in the Building; or (d) correcting any conditions originating in any Unit and threatening another Unit or any Common Element.

In the event that a Board or any Unit Owner fails to maintain or repair parts of the Building required to be maintained or repaired by such Board or Unit Owner, or in the event of any breach of the Declaration, Condominium By-Laws, and Office By-Laws, the Condominium By-Laws and the Office By-Laws each provide for certain specified rights to perform such maintenance or repairs or cure such breach.

14. **Compliance with Terms of Declaration, Condominium By-Laws, and Office By-Laws**

Each Unit Owner must strictly comply with the provisions of the Declaration, Condominium By-Laws, and Office By-Laws. Pursuant to Section 339(j) of the Condominium Act, failure so to comply will be grounds for an action for damages or injunctive relief, or both. The Declaration, Condominium By-Laws, and Office By-Laws, together with the initial form of General Rules and Regulations (if any) and Office Rules and Regulations (if any), will be recorded with the Declaration in the City Register's Office.

15. **Repair or Reconstruction after Fire or Other Casualty**

If any portion of the Property other than solely the Office Section is damaged or destroyed by fire or other casualty, or if any portion of the Office Section is damaged or destroyed together with any other portion of the Property, the provisions of the By-Laws shall control as to repair and restoration. In the event that solely the Office Section or any part thereof is damaged or destroyed by fire or other casualty (unless, in accordance with the Condominium By-Laws, the Building is not to be repaired), the Office Board will arrange for the prompt repair

and restoration of the Office Section (including each Office Unit, but excluding improvements, betterments, equipment, furniture, furnishings or other personal property in any such Unit) and the Office Board, or the Insurance Trustee, as provided in the Office By-Laws, shall disburse the proceeds of all applicable insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

If the insurance proceeds are insufficient to cover the cost of repairs or restoration, Unit Owners may be assessed for such deficiency in accordance with their appurtenant Common Interests. If there is a surplus of insurance proceeds, the surplus shall be paid to Unit Owners in accordance with their appurtenant Common Interests, except that no payment shall be made to a Unit Owner until there has first been paid out of his or her share, such amounts as may be necessary to reduce unpaid liens on his or her Unit, other than Permitted Mortgages, in the order of priority of such liens.

Any surplus allocable to any Office Unit pursuant to the applicable provision of the Office By-Laws shall first be lessened by such amounts as may be required to discharge unpaid liens (other than mortgages which are not Permitted Mortgages) on any such Office Unit in the order of priority of such liens, and the remaining surplus, if any, shall then be paid to the owner of such Office Unit.

Notwithstanding any provision of the Declaration, Condominium By-Laws, and Office By-Laws to the contrary and as more specifically set forth therein, if seventy-five (75%) percent or more of the Building is destroyed or damaged by fire or casualty (a "Significant Casualty") and if, at any time prior to the execution and delivery of any construction contract relating to restoration work in the Common Elements as a result of such Significant Casualty (other than a construction contract relating solely to Safety Work (as defined below) or other minor construction work not constituting restoration work), less than seventy-five percent (75%) of the Unit Owners do not vote to proceed to make or require the necessary restoration work, then (i) the Condominium Board shall secure and fence in the Property boundary, and shall raze the Building, if necessary, and put the Building and Property into compliance with applicable Laws, and otherwise make the Property and Building safe (all of the activities described in this clause (i), the "Safety Work") and (ii) the Condominium insurance proceeds, net of the costs and expenses of the Condominium Board hereunder and the cost of any Safety Work, shall be divided among the Unit Owners in accordance with their respective Common Interests; provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of its share of such fund all liens of Registered Mortgagees (as defined in the Condominium By-Laws) holding mortgages against such Unit Owner's respective Unit, and all unpaid charges, liens and Delinquency Charges (as defined in the Condominium By-Laws) applicable to such Unit. No Board Member (to the extent otherwise entitled to vote) shall be entitled to vote not to proceed to make or require the necessary restoration work, as the case may be, without such Board Member having obtained the consent of its Registered Mortgagee or Office Mortgagee Representative(s) if any, of the voting Unit Owner required for said vote.

16. **Insurance**

Pursuant to the Condominium By-Laws and as more specifically set forth therein, the Condominium Board shall be required to obtain and maintain, to the extent obtainable and

maintainable at commercially reasonable rates, the following insurance with respect to the General Common Elements: (i) Insurance against loss customarily included in so-called "All Risk" or Special Form Perils property insurance written with Replacement Costs and Agreed Amount Endorsements, including building collapse; (ii) Loss of business income (monthly General Common Charges) insurance for a term of no less than eighteen (18) months; (iii) Workers' Compensation insurance and New York State Disability benefits insurance as required by law and Employer's Liability coverage with limits of not less than $1,000,000, covering any employees of the Condominium; (iv) Comprehensive Boiler & Machinery coverage on a replacement cost basis, covering all physical damage to the General Common Elements, and such insurance shall include Extra Expense and Expediting Expense coverage in such amounts as the Condominium Board, from time to time, may determine, and covering the interests of the Condominium, the Condominium Board (and, if applicable, the Office Board) and all Unit Owners, all Permitted Mortgagees (as a group) and Registered Mortgagees, as their respective interests may appear; (v) Crime insurance covering the Condominium Board and all officers, directors and employees of the Condominium and of any Managing Agent(s) of the Condominium with limits of not less than $250,000; (vi) Directors' and Officers' Liability (Errors and Omissions) insurance with respect to the Condominium Board with limits of no less than $1,000,000; and (vii) Commercial General (Public) Liability policy (which includes water damage insurance), or equivalent liability coverage, with limits of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate per location, and an Umbrella Liability policy, including, Cross Liability coverage (if available) covering one insured against another, Owned, Hired and Non-Owned Auto Liability, Notice and Knowledge of Occurrence, Unintentional Errors and Omissions, and Contractual Liability Products and Completed Operations Liability coverage, with limits of not less than $25,000,000 per occurrence and annual aggregate per location, or in such higher limits as the Condominium Board, from time to time, may determine. The Condominium Board shall, in the exercise of good business judgment and good insurance practices, as it shall determine, obtain and maintain terrorism insurance to the extent available at commercially reasonable rates, covering the General Common Elements, with limits, deductibles and terms as the Condominium Board, from time to time, may determine. Additionally, the Condominium Board shall carry such other insurance as it may determine advisable or necessary from time to time. Such insurance carried by the Condominium Board shall have deductibles in such amounts as the Condominium Board, from time to time, may reasonably determine. The Condominium Board shall review the limits of such insurance at least once each year.

Additionally, pursuant to the Condominium By-Laws and as more specifically set forth therein, (a) the Office Board with respect to the Office Common Elements; and (b) the Office Unit Owners with respect to their Office Units and any appurtenant Office Limited Common Elements, shall obtain and maintain the following insurance in such amounts and in such limits as described below, or in such higher amounts and in such higher limits as the Condominium Board, from time to time, may determine: (i) Commercial General (Public) Liability policy of insurance form (which includes water damage insurance), or equivalent liability coverage, with limits of not less than $2,000,000 per occurrence and $4,000,000 annual aggregate per location, and an Umbrella Liability policy, including, Cross Liability coverage (if available) covering one insured against another, Owned, Hired and Non-Owned Auto Liability, Notice and Knowledge of Occurrence, Unintentional Errors and Omissions, and Contractual Liability Products and Completed Operations Liability coverage, with limits of not less than $5,000,000 per occurrence and annual aggregate per location; (ii) Insurance against loss customarily included in so-called

"All Risk" or Special Form Perils property insurance and Comprehensive Boiler & Machinery coverage, each on a replacement cost basis, covering the interests of the applicable Unit Owner in its Unit (including all furniture, furnishings, fixtures, improvements or other personal property supplied or installed by such Unit Owner), as its interest may appear, in amounts reasonably sufficient to undertake and complete any Unit restoration work (as a result of casualty or condemnation) and otherwise comply with the Condominium By-Laws; and (iii) Business Income and/or Rental Income due to an occurrence or accident insured under the "All Risk" policy and the Boiler and Machinery policy.

See Schedule B-1 in Part I of this Plan for further discussion.

17. **Liability of Office Board and Office Unit Owners**

Every contract made by the Office Board, any officer of the Office Section, or the managing agent thereof shall state that (a) it is being executed by such party only as agent for all Office Unit Owners, and such Office Board members, officer or managing agent shall have no personal liability thereon (except in their capacities, if any, as Unit Owners) and (b) the liability of any Unit Owner with respect to such contract shall be limited to (i) such proportionate share of the total liability as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Office Unit Owners, and (ii) to the extent permitted by Legal Requirements or as otherwise determined by the Office Board in its sole and absolute discretion, such Unit Owner's interest in his or her Unit and its appurtenant Common Interest.

To the extent permitted by applicable Legal Requirements, Office Board members shall have no liability to the Office Unit Owners, except that an Office Board member shall be liable for his or her own bad faith or willful misconduct. The Office Board may contract or effect any other transaction with any Office Board member, any Unit Owner, Sponsor or its designee, or any affiliate of any of them without incurring any liability for self-dealing, except in cases of bad faith or willful misconduct. All Office Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each Office Board member against any liability or claim except those arising out of the bad faith or willful misconduct, illegal acts, fraud or gross negligence of such member. All officers, Office Board members, and employees of the Office Section will be covered by crime insurance or fidelity bonds (or similar insurance or bonds) at all times from and after the First Office Closing, and the premiums on such insurance or bonds shall constitute Office Common Expenses.

18. **Amendments to Declaration, Condominium By-Laws, and Office By-Laws**

Generally, subject to certain exceptions, any provision of the Declaration and Condominium By-Laws or Office By-Laws benefitting, protecting or otherwise affecting only the Office Units or the Office Unit Owners may be added to, amended, modified or deleted by the affirmative vote of at least 66-2/3% in number and in Common Interest of the Office Unit Owners, as more particularly set forth in the Office By-Laws.

19. **Termination of Condominium**

The Condominium shall continue and the Property shall not be subject to an action for partition until (a) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in the Condominium By-Laws or (b) such time as withdrawal of the Property from the provisions of the New York Condominium Act is authorized by the vote of 80% both in number and aggregate of the Common Interests of all Units Owners. No such vote under clause (b) in the preceding sentence shall be effective, however, without (i) the written consent (which may not be unreasonably withheld or delayed) from each Office Mortgagee Representative or each applicable Registered Mortgagee, to the extent required under its Registered Mortgage, and the Office Mortgagee Representatives, if any; (ii) the affirmative vote of the Residential Unit Owners and the Garage Unit Owner; and (iii) the written consent of Declarant for so long as Declarant owns any Units, provided that in no event shall any such consent in this clause (iii) be required for more than five years after the earlier to occur of the First Office Closing. Sponsor or its designee will not vote its interests appurtenant to any Unsold Office Units for such withdrawal unless at least 80% in number and in aggregate of the common interests of all other Unit Owners have voted in favor of such withdrawal, at which time Sponsor or its designee may choose to vote its common interests either in favor of or against withdrawal from condominium ownership, as it sees fit.

To the fullest extent permissible under the law, each Unit Owner shall be deemed to have waived any right to seek partition of the Property. In the event said withdrawal is authorized as aforesaid, and only to the extent the waiver contained in the preceding sentence shall be inapplicable or unenforceable, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale, together with the net proceeds of any applicable insurance policies, shall be divided among all Unit Owners 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 its share of such funds, such amounts as may be necessary to discharge all unpaid liens on its Unit in the order of the priority of such liens.

20. **Office Units Acquired by the Office Board**

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

The purchase of any Office Unit by the Office Board or its designee, on behalf of all Office Unit Owners, may be made from the funds deposited in the capital and/or expense accounts of the Office Board by or on behalf of Office Unit Owners. If the funds in such accounts are insufficient to effectuate any such purchase, the Office Board may levy an assessment against each Office Unit in proportion to its respective Common Interest, as an Office Common Charge, and/or the Office Board may, in its discretion, finance the acquisition of such Unit, subject to the limitations on borrowing otherwise set forth herein, and in the Office By-Laws and Declaration, and provided, however, that no such financing may be secured by an encumbrance or hypothecation of any portion of the Office Section (except to the extent permitted by law) other than the Unit to be purchased together with its appurtenant interest in the Common Elements.

21. **Procedure to Review Real Estate Tax Assessments**

The Office Board, on behalf of and as agent for all Office Unit Owners, will be authorized to commence, pursue and settle certiorari proceedings to obtain reduced real estate tax assessments with respect to the Office Units. All Office Unit Owners will share the costs in connection therewith and the benefits derived therefrom. In the event any Office Unit Owner individually seeks to have the assessed valuation of his or her Unit reduced by bringing a separate certiorari proceeding, the Office 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 Office Board from all claims, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) resulting from such proceedings.

Certiorari proceedings to obtain reduced real estate tax assessments with respect to the Office Units shall otherwise be commenced, pursued, compromised and settled as and to the extent set forth in the Office By-Laws.

22. **Mechanics' Liens**

Under the current provisions of the New York 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. Liens may arise or be created against only the several Units and their respective Common Interests. Labor performed on, or materials supplied to, a Unit may not be the basis for a mechanic's lien against the Unit of a Unit Owner not expressly consenting to or requesting such work, except in the case of emergency repairs. No labor performed on, or materials furnished to, the Common Elements shall be the basis for a lien thereon but all Common Charges received by the Condominium Board or the Office 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 such Board or the Managing Agent acting on its behalf.

23. **Easements**

In order to facilitate the operation and maintenance of the Office Section and the sale or leasing of the Units therein, each of the Office Units will be subject to certain easements, including, but not limited to, easements in favor of Sponsor. These easements, which are more particularly set forth in the Declaration, include an easement in favor of each Office Unit Owner to install, operate, maintain, repair, alter, rebuild, restore and replace certain Common Elements and, generally, an easement of subjacency, support and of necessity in favor of all Units and the Common Elements. These easements shall be exercised in a manner that will not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Units or with the use of such Units or Common Elements for their permitted purposes.

Sponsor and its designee(s) shall have the right, without prior notice to the Office Unit Owners, until the tenth (10th) anniversary of the First Office Closing (or until no Unsold Office Units remain, if earlier), to use, without charge, portions of the Office Section, including the Office Common Elements and the Office Limited Common Elements, for exhibitions, events and/or promotional functions (e.g., with respect to any sales programs for Unsold Office Units).

Such activities will result in excess traffic and noise in the Office Section, and may interfere with owner-occupants' enjoyment of the Office Section.

24. **Signage**

There will be signs, notices, advertisements, billboards, posters, logos, marquees, awnings, canopies, illuminations or the like (collectively "Signage") on various exterior portions of the Building, on or at windows and in interior public spaces of the Building, which may be affixed by Sponsor, the Condominium Board, the Office Board and/or the Unit Owners, all as and to the extent provided in the Declaration, Condominium By-Laws, and Office By-Laws. Sponsor makes no representation and shall have no liability whatsoever with respect thereto.

Sponsor (or its designees) and its successors and assigns, or the Office Board shall also have the right to install plaques and signs and tenant directories in and about the lobby of the Building to identify the owners or occupants of the Office Units. As further set forth in the Office By-Laws, each Office Unit Owner, upon written request to the Office Board, shall be provided with a 12" x 12" door sign with lettering and design to be reasonably approved by the Office Board, which sign shall be affixed in an area adjacent to the Office Unit's door and in such a manner determined from time to time by the Office Board, in its sole discretion. The cost of such Office Unit Owner's door sign shall be borne entirely by the Office Unit Owner thereof, and paid to the Office Board as Common Charges. No Office Unit Owner shall have any other signage rights, with the exception of Sponsor (or its designees) as set forth in the Declaration, Condominium By-Laws, and Office By-Laws, unless the Office Board otherwise agrees in writing, in its sole discretion.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

T. REAL ESTATE TAXES

The projection of the real estate taxes that will be payable for each of the Office Units during the projected First Year of Office Section Operation (six months of which falls within the 2016/2017 tax year, and six months of which falls within the 2017/2018 tax year) is estimated to be approximately $848,500. This estimate has been based upon: (a) estimates made by Podell, Schwartz, Schechter and Banfield, LLP, Sponsor's real estate tax consultant, of an approximate transitional assessed value of the Property of $8,029,980 during the 2016/2017 tax year and an approximate transitional assessed value of the Property of $7,895,000 during the 2017/2018 tax year; (b) a projection that the tax rate applicable to the Office Units in effect for the 2016/2017 and 2017/2018 tax years will be 10.656%. The estimated real estate taxes payable in respect of each Unit as shown on Schedule A were calculated on the assumption that the real estate taxes payable for the First Year of Office Section Operation will be allocated to each Office Unit on the basis of their proportionate Common Interest.

No guaranty or assurance is given that (i) any of the assumptions described above will be valid, (ii) any projected or estimated amount set forth above (including, without limitation, the estimates of the Property's assessed valuations during the First Year of Office Section Operation, the estimates of the portions of such assessed valuations that will be allocable to the Units and the projection of the average real estate tax rate that will be in effect during such first year) will approximate the actual amount, (iii) the estimated or actual amount of assessed value of the Property following the projected First Year of Office Section Operation and the taxes payable based upon such assessment (which may be significantly higher to the extent that a portion of the Property is not fully assessed during such First Year of Office Section Operation) or (iv) the Real Estate Tax Assessment Bureau of the New York City Department of Finance will allocate the Property's aggregate assessed valuation between the Units in accordance with the values used by Sponsor's real estate tax consultant for such purpose, or that such bureau will allocate the aggregate assessed valuation attributable to the Units among the different Units as described above. Sponsor will amend the Plan promptly to disclose the same if it discovers that any of such assumptions are invalid as well as after the Units have been assessed and the applicable tax rate determined.

Until the Office Units are separately assessed, each Office Unit Owner will pay to the Office Board a share of the Property's real estate taxes for the period in question calculated based upon each Office Unit's proportionate share of the Common Interest. The Office Board will pay such real estate taxes timely to the Department of Finance of The City of New York, or directly to Sponsor if Sponsor has paid such taxes, so that no lien will be placed on the Property or any Unit. If Sponsor fails to pay real estate taxes attributable to any Unsold Office Unit in a timely manner and as a result of such failure a lien is placed on the Property and/or any other Unit, Sponsor will immediately cause such lien to be removed at its sole cost and expense. If Unit Owners fail to pay their pro rata share of Real Estate Taxes as set forth above, the Office Board will be entitled to assess late charges and/or place a lien on their Units as if such unpaid share were Office Common Charges. (See "Collection and Lien for Non-Payment of Office Common Charges" in Part I above for further discussion.) A Unit Owner will not be responsible for the payment of, and will not be subject to any lien arising from the non-payment of real estate taxes assessed against any other Units. At such time as a Unit is separately assessed and separate tax bills are issued, the Unit Owner will pay such taxes directly to the taxing authority.

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

Real estate taxes will be adjusted between Sponsor and each Purchaser at the closing of title to each Office Unit based on the period for which real estate taxes have been prepaid by Sponsor either directly to the taxing authority or as part of the Office Common Charges to the Office Board. If real estate taxes have been separately assessed to each Office Unit as of the closing, then the adjustment shall be based on the Office Unit's actual taxes for such period. If the real estate taxes have not been separately assessed to each Office Unit as of the closing, then the adjustment shall be determined by allocating to the Office Unit a prorated portion of the actual taxes for the entire Property for such period determined as provided above.

As of June 17, 2016, a New York City Tax Commission application, filed on behalf of Sponsor with respect to the Office Section, was pending for the tax year 2016/2017. Such application seeks a reduction in the assessment of taxes assessed against the Single Office Unit, located as of the date of the filing of this Plan, at Block 943, Lot 1001 in New York County. Also as of June 17, 2016, a New York City Tax Commission petition was pending to review the 2015/2016 assessment of real estate taxes assessed against the Single Office Unit. The application and petition were made for the benefit of Sponsor and the expenses associated such filings, including legal fees, will be borne by Sponsor. The benefits of any reduction for the 2015/2016 and/or 2016/2017 tax years will benefit the taxpaying entities for this tax lot for the tax years affected by such reductions, which may include tax years 2015/2016 through 2020/2021.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

U. INCOME TAX DEDUCTIONS TO OFFICE UNIT OWNERS AND TAX STATUS OF CONDOMINIUM

The following discussion of certain income tax consequences of the Plan was prepared by Sponsor based, in part, upon the opinion of Sponsor's Counsel, a copy of which opinion is included herein in the Section of the Plan entitled "Opinions of Counsel." Prospective Purchasers should refer to such opinion letter itself for a more detailed discussion of the tax consequences summarized below.

Prospective Purchasers should note that the opinion letter addresses certain tax consequences that would result from the ownership of an Office Unit by a taxpayer who is a resident of New York City for income tax purposes for use in a trade or business or for rental purposes. It does not address, among other things, the ownership of Office Units by tax-exempt entities, non-tenant Purchasers of occupied or leased Office Units or by taxpayers who are not residents of New York City for income tax purposes, including foreign individuals or foreign entities; the ownership of Office Units by taxpayers for investment purposes other than rental purposes or for use other than in a trade or business; the ownership of any Unit in the Corinthian Condominium other than an Office Unit located in the Office Section; the estate tax consequences of ownership of any Units by an individual; or the tax consequences that would result from engaging in a trade or business (except to the extent specifically addressed herein) or the reporting and return filing requirements associated therewith.

KRAMER LEVIN NAFTALIS & FRANKEL LLP IS COUNSEL TO SPONSOR AND NOT TO ANY PURCHASER UNDER THE PLAN. EACH PURCHASER SHOULD CONSULT WITH HIS OR HER OWN TAX COUNSEL, ACCOUNTANT OR OTHER FINANCIAL ADVISOR AS TO THE TAX CONSEQUENCES OF THE OWNERSHIP OF A UNIT.

I. Deductibility of State and Local Real Property Taxes, Mortgage Interest, Depreciation and Common Charges

Each Office Unit Owner will own its Office Unit and an undivided interest in the Common Elements in fee simple and, under New York State Law, each Office Unit (including the undivided interest in the Common Elements) will be taxed as a separate parcel for New York real property tax purposes. Each Office Unit Owner may mortgage its Office Unit and become liable for the payment of the principal and any finance charges or interest on such mortgage indebtedness, and will be liable to the local tax authority for the tax assessment with respect to its interest in the Office Unit.

A taxpayer generally is entitled to a deduction for all ordinary and necessary expenses paid or incurred during the taxable year in carrying on a trade or business or for rental purposes. Accordingly, it is the opinion of Sponsor's Counsel that an Office Unit Owner that uses its Office Unit in the active conduct of a trade or business or for rental purposes generally will be entitled, under the income tax laws and regulations in effect as of the date hereof and subject to the limitations and qualifications expressed herein, to deduct from its Federal gross income:

a) the New York real property taxes assessed against its Office Unit and paid, in the case of a cash basis Office Unit Owner, or accrued, in the case of an accrual basis Office Unit Owner, to the local tax authority;

b) interest paid, in the case of a cash basis Office Unit Owner or, accrued, for an accrual basis Office Unit Owner, on indebtedness incurred to purchase its Office Unit;

c) depreciation with respect to that portion of the purchase price of the Office Unit allocable to assets other than land; and

d) Common Charges paid or incurred by Office Unit Owners allocable to ordinary and necessary current expenses.

Other than certain "small corporations," the amount of the depreciation deduction may be adjusted in certain circumstances for Federal alternative minimum tax purposes. In addition, assessments for Common Charges that are not allocable to ordinary and necessary current expenses may be required to be capitalized and amortized or depreciated pursuant to applicable provisions of the Code. The amount allowed as an interest deduction paid or accrued on indebtedness allocable to property held for investment for any taxable year may also be limited. Furthermore, the "at-risk" and "passive activity loss" rules may also limit the availability of deductions for certain Office Unit Owners. The rules and limitations for the above-listed deductions are complex. Purchasers should consult their tax advisers regarding the application of such rules and limitations to them.

Each Office Unit Owner that uses its Office Unit in the active conduct of a trade or business or for rental purposes generally will be entitled to the same deduction, subject to New York adjustments and limitations, for real property taxes, mortgage interest, depreciation and Common Charges paid or accrued with respect to its Office Unit for New York State and New York City income tax purposes as is allowed for Federal income tax purposes (after application of the limitations described above). Purchasers should consult their tax advisers to determine if any additional adjustments or limitations may apply.

II. The Tax Status of the Corinthian Condominium and the Office Section

Under the Plan, the affairs of the Office Section will be governed by the Office Board, subject to the governance of the Corinthian Condominium overall, which is vested in the Condominium Board. The Office Board will designate two of the Condominium Board's twelve members. The Condominium Board will, from time to time, assess Common Charges against the Office Unit Owners, generally in proportion to their respective percentage interests in the Common Elements, in order to pay the costs and expenses of operating, repairing and maintaining the Common Elements.

In certain circumstances, a condominium board may elect on an annual basis to be treated as a "homeowners association" within the meaning of section 528(c) of the Code and, therefore, could elect to be exempt from Federal income taxes on amounts received as membership dues, fees, or assessments from owners of condominium housing units ("exempt function income"). In order for a condominium board to qualify to make such an election,

section 528 of the Code and the Treasury Regulations promulgated thereunder require, among other things, that at least eighty-five percent (85%) of the total square footage of all of the units within the condominium be used by individuals for residential purposes and that the condominium board meet certain gross income and expenditure tests.

As of the filing date of the Plan, it is anticipated that less than eighty-five percent (85%) of the total square footage of all the Office Units in the Office Section will be used by individuals for residential purposes, and therefore the Office Board will not be eligible to make the annual election to be treated as a homeowners association under section 528 of the Code.

As of the filing date of the Plan, it is anticipated that more than eight-five percent (85%) of the total square footage of all the Units in the Condominium will be used by individuals for residential purposes. Therefore, the Condominium Board will be eligible to make the annual election to be treated as a homeowners association under section 528 of the Code if the other requirements of section 528 of the Code are satisfied. For any taxable year for which the Condominium Board is eligible to and does elect to be treated as a homeowners association under section 528 of the Code, the Condominium Board will be subject to (i) U.S. federal income tax equal to thirty percent (30%) of its taxable income, which is defined as its non-exempt function income less the allowable deductions (computed with certain modifications) directly connected with the production of such income, and (ii) any applicable New York State and New York City income taxes.

Absent the application of Section 528 of the Code, the status of the Office Board and the Condominium Board for Federal, New York State and New York City income tax purposes is uncertain. If the Office Board or the Condominium Board do not qualify under Code section 528(c) or if either such Board does qualify but does not elect to be treated as a "homeowners association" under Code section 528(c), the present state of the law is uncertain as to the proper reporting and tax treatment of the income of the Boards derived from Unit Owners ("membership income") and others ("nonmembership income") in excess of appropriate deductions and credits. It is possible that either of the Office Board or the Condominium Board could be viewed as an agent or conduit for Office Unit Owners, in which case each Office Unit Owner would be taxable on his or her proportionate share of nonmembership and possibly membership income (in excess of the deductions and credits attributable thereto) and required to report such income directly on his or her own tax return. Alternatively, the Service may take the position that the Office Board or the Condominium Board should be treated as a separate entity. In that case, it is unclear whether the Office Board and the Condominium Board would be taxable as a corporation or treated as a partnership. If the Office Board or the Condominium Board is taxable as a corporation, such Board 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, the New York State Corporation Franchise Tax and the New York City General Corporation Tax. If the Office Board or the Condominium Board is treated as a partnership, the Office Unit Owners (but not such Board) would be subject to Federal, New York State and New York City income tax on their proportionate share of taxable income of the Office Board or the Condominium Board. In that instance, the Office Board or the Condominium Board may be subject to the New York City Unincorporated Business Tax.

In determining the taxable income of the Boards, the deductions attributable to furnishing services to Office Unit Owners may be limited to membership income. Certain amounts expended for the benefit of Office Unit Owners and possibly rebates, if any, to Office Unit Owners of excess membership dues, fees or assessments, may be treated as distributions to them.

In connection with the opinion of Sponsor's counsel contained herein, no representations or warranties are given that the Internal Revenue Service, the New York State Department of Taxation and Finance or the New York City Department of Finance will allow any of the deductions mentioned in this Section of the Plan or that the tax laws or the regulations or rulings issued thereunder, or any judicial interpretation thereof, upon which Sponsor's Counsel bases its opinion, will not change. In addition, no warranties are given by Sponsor, Sponsor's Counsel, the Board, the Selling Agent, the Managing Agent or any other person connected with this offering, 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 such representations or warranties.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

V. OPINIONS OF COUNSEL

LAW OFFICES

PODELL, SCHWARTZ, SCHECHTER & BANFIELD, LLP

605 THIRD AVENUE
NEW YORK, N.Y. 10158

(212) 883-6500
FAX: (212) 883-6518
WWW.PSSB-LAW.COM

SENIOR COUNSEL
ALLAN C. SCHWARTZ

SPECIAL COUNSEL
VICTOR HADE

January 28, 2016

345 East 37th Street Property Owner LLC
c/o Mr. Kevin Chisholm
60 Guilders, LLC
New York, NY 10001

Re: THE CORINTHIAN OFFICE CONDOMINIUM
345 East 37th Street
Block: 943 Lot: 1001
Borough: Manhattan

Gentlemen:

You have requested we provide you with estimates of this property's real estate tax assessments and real estate taxes following its conversion to a commercial condominium.

You have advised us that you are the fee owner of this property, which is located on floors 1-3 of a 57-story residential tower that was constructed in 1988. According to New York City Department of Finance ("Finance") records, the property consists of 68,433 square feet of commercial/office space.

You have advised us that you intend to convert the property into a commercial condominium consisting of 34 commercial office units.

You have advised us that there will be no major alteration or construction work performed in connection with this conversion and that the first year of condominium operation will be from January 1, 2017 through December 31, 2017.

Although the setting of an assessment on any particular property is subject to an individual assessor's subjective determination based upon general assessment guidelines, it is possible to estimate an approximate assessed value based upon a number of factors. These factors include actual construction costs (if applicable), the property's location, a hypothetical economic analysis of the condominium as if it were a rental property, assessed valuations of comparable buildings and New York City Department of Finance Assessment Guidelines. We have examined these factors in arriving at our estimates.

New York City is an annual assessing jurisdiction and is required to assess property for each upcoming fiscal tax year (July 1 – June 30) based upon its use and condition on

January 5th (taxable status date). Annual increases or decreases in assessed value resulting from construction, demolition or other physical changes to the property (i.e., "physical" or "alteration" increases) are taxable the year they are levied. For "class 4" commercial properties, annual assessment increases or decreases not resulting from physical changes (i.e., "equalization" changes) are phased in for tax purposes over a five (5) year period at 20% per year. Hence, two assessed values: 1) the "actual assessment," which is reflective of the City's claimed market value; and 2) the "transitional assessment," which is based on physical increases and the 5-year phase in of equalization changes. Real property taxes in any given year are based on the lesser of the actual or transitional assessment.

The subject property's assessment history is as follows:

		Tax Class		Land	Total
Tentative	2016/17	4	Actual	$1,997,627	$8,687,700
			Transitional	$1,997,627	$8,029,980
Final	2015/16	4	Actual	$1,997,627	$7,776,450
			Transitional	$1,997,627	$7,631,550
Final	2014/15	4	Actual	$1,997,627	$7,308,900
			Transitional	$1,731,617	$7,238,950

As set forth above, The New York City Department of Finance has tentatively set the property's 2016/17 taxable assessed value (i.e., the lesser of the property's actual or transitional assessed values) in the total amount of $8,029,980. The City's tentative assessment roll, which was published on or about January 15, 2016, classifies the property for tax purposes in commercial tax "class 4." While Commercial "class 4" tentative assessed values are subject to change by the Department of Finance until May 1st, we have adopted the tentative 2016/17 taxable assessed value of $8,029,980 in projecting the property's 2016/17 real estate taxes.

The most recent tax rates available as of the date of this letter are those passed by the City Council for the 2015/16 tax year. The 2015/16 commercial "class 4" tax rate is 10.656%. For purposes of this projection, we have estimated that the 2016/17 commercial "class 4" tax rate will be in the approximate amount of 10.656%. Based on the projected 2016/17 taxable assessed value in the amount of $8,029,980, we estimate that the gross real estate taxes due for the fiscal year July 1, 2016 through June 30, 2017 will be in the approximate amount of $856,000.

The first taxable status date following the property's anticipated conversion and apportionment into various tax lots will be January 5, 2017, which will be the basis for

the property's 2017/18 assessed values. We assume that the property will continue to be classified for tax purposes in commercial tax "class 4." We estimate that the property's total post-conversion 2017/18 assessed values will be in the following amounts:

	Est. 2017/18 Assessments
Actual . . .	$9,150,000
Transitional . . .	$7,890,330

As set forth above, the most recent tax rates available as of the date of this letter are those passed by the City Council for the 2015/16 tax year. For purposes of this projection, we have estimated that the 2017/18 commercial "class 4" tax rate will be in the approximate amount of 10.656% (i.e., the 2015/16 "class 4" rate). Based on the projected 2017/18 taxable assessed value in the amount of $7,895,000 (i.e., the lesser of the actual or transitional assessed values), we estimate that the gross real estate taxes due for the fiscal year July 1, 2017 through June 30, 2018 will be in the approximate amount of $841,000.

We have been advised that it is the policy and practice of the New York City Department of Finance to assign separate tax lots and apportion the assessed valuation of a condominium among the various units based upon the percentage of common interest contained in the Condominium Declaration.

You have advised us that the first year of Condominium operation will be from January 1, 2017 through December 31, 2017. Based on the forgoing tax projections for the 2016/17 and 2017/18 fiscal tax years, we estimate gross real estate taxes for the Condominium's first year of operation to be in the total amount of $848,500.

It should be noted that the estimated real property taxes for the first year of condominium operation (i.e., January 1, 2017 through December 31, 2017) do not reflect the fully converted building.

A schedule of estimated real property taxes by unit for the first year of condominium operation based on relative percentages of common interest set forth in schedule "A" in the Offering Plan is attached. It should be noted that, although it is currently Finance's stated policy to apportion the assessed values of condominium properties among the various units on this basis, Finance has used different methodologies in the past. No warranty or guarantee is made herein that assessed values will not be apportioned based on a different method.

No representation is made that the provisions of law or New York City Department of Finance policies and practices will apply at the time the property's conversion is complete. You should be aware that the laws, regulations and practices of the Department of Finance upon which this opinion is predicated may in the future be revised

in a manner adverse to your interests, or that there may be an adverse interpretation of the law or regulations by one of more agencies of the City of New York, or Courts of competent jurisdiction.

While we believe our opinions are well-founded, they are not intended, and should not be construed as representations or warranties that assessments, tax rates, and taxes will not be determined in a different amount. The foregoing analysis is based upon our knowledge of the making and review of assessments by the Real Property Assessment Department and the Tax Commission of the City of New York with respect to commercial properties held in the condominium form of ownership. Application of a particular approach to valuation by an individual assessor may yield a different result.

We hereby consent to the inclusion of this letter in the Offering Plan.

Very truly yours,

PODELL, SCHWARTZ, SCHECHTER
& BANFIELD, LLP

BY: _____
Paul V. Greco

PVG:

Schedule of Estimated Real Property Taxes By Unit (as of January 28, 2016):

THE CORINTHIAN OFFICE CONDOMINIUM
345 East 37th Street

	First Post-Conversion Tax Year			
Unit	Percentage Common Interest	Estimated 2017/18 Taxable Assessed Value	Estimated 2017/18 Taxes	Estimated Taxes 1/1/17 Through 12/31/17
201	2.50%	$ 197,239	$ 21,023	$ 21,210
202	2.16%	$ 170,414	$ 18,164	$ 18,326
202A	1.87%	$ 147,534	$ 15,725	$ 15,865
203	4.69%	$ 370,019	$ 39,439	$ 39,791
204	10.63%	$ 838,658	$ 89,389	$ 90,187
204A	2.86%	$ 225,641	$ 24,050	$ 24,265
207	2.93%	$ 231,164	$ 24,639	$ 24,859
208	2.62%	$ 206,706	$ 22,032	$ 22,228
209	2.91%	$ 229,586	$ 24,471	$ 24,689
210	2.14%	$ 168,836	$ 17,996	$ 18,156
211	8.37%	$ 660,355	$ 70,385	$ 71,012
211A	1.29%	$ 101,775	$ 10,848	$ 10,945
212	1.85%	$ 145,957	$ 15,557	$ 15,696
301	3.65%	$ 287,968	$ 30,693	$ 30,967
302	2.28%	$ 179,882	$ 19,173	$ 19,344
303	2.32%	$ 183,037	$ 19,509	$ 19,683
304	2.33%	$ 183,826	$ 19,593	$ 19,768
305	3.25%	$ 256,410	$ 27,330	$ 27,573
306	4.45%	$ 351,085	$ 37,421	$ 37,754
307	2.74%	$ 216,173	$ 23,041	$ 23,247
308	3.11%	$ 245,365	$ 26,152	$ 26,386
309	2.24%	$ 176,726	$ 18,837	$ 19,004
310	2.42%	$ 190,927	$ 20,350	$ 20,532
311	2.37%	$ 186,982	$ 19,930	$ 20,107
312	3.99%	$ 314,793	$ 33,553	$ 33,852
313	2.09%	$ 164,891	$ 17,575	$ 17,732
314	2.41%	$ 190,138	$ 20,266	$ 20,447
315	1.53%	$ 120,710	$ 12,866	$ 12,981
316	2.22%	$ 175,148	$ 18,668	$ 18,835
317	2.29%	$ 180,670	$ 19,257	$ 19,429
318	1.51%	$ 119,132	$ 12,698	$ 12,811
319	1.75%	$ 138,067	$ 14,716	$ 14,847
320	1.84%	$ 145,168	$ 15,473	$ 15,611
321	2.40%	$ 189,349	$ 20,182	$ 20,362
Total	100%	$ 7,890,330	$ 841,000	$ 848,500

INCOME TAX OPINION OF SPONSOR'S COUNSEL

KRAMER LEVIN NAFTALIS & FRANKEL LLP

July 28, 2016

345 East 37th Street Property Owner, L.L.C.
c/o 60 Guilders, LLC
370 7th Avenue, Suite 1400
New York, New York 10001

Re: Condominium Offering Plan for the Corinthian
Office Condominium (the "Office Section")

To Whom it May Concern:

You have requested our opinion concerning (1) the deductibility, for Federal, New York State and New York City income tax purposes, of state and local real property taxes, mortgage interest, depreciation and common charges paid by residents of New York City who, pursuant to the above-referenced offering plan (the "Plan"), purchase an Office Unit for use in a trade or business or for rental purposes and (2) the U.S. federal income tax treatment to the Condominium Board and the Office Board (collectively, the "Boards") of the assessments payable by Office Unit Owners to meet common expenses of the Corinthian Condominium and the Office Section (collectively, the "Common Charges").

In connection with rendering this opinion, we have reviewed the Plan (including the exhibits thereto), relevant sections of the Internal Revenue Code of 1986, as amended (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. The opinions expressed herein are based upon the assumptions that: (1) the Plan is accepted for filing by the New York State Department of Law and is consummated in accordance with its terms; (2) condominium ownership of the Office Units located in the Office Section in the premises known as the Corinthian Condominium is established under applicable law; and (3) the legal consequences of the Plan are as described therein. Except where otherwise indicated, the terms used in this opinion have the same meaning as in the Plan.

The Plan provides for the establishment of condominium ownership of the Office Units located in the Office Section, which is known by the street address 345 East 37th Street, New York, New York 10016. The Office Section will be comprised of 32 Office Units, Office Common Elements and Office Limited Common Elements (and together with the Office Common Elements, collectively, the "Common Elements"). This opinion addresses certain Federal, New York State and New York City income tax consequences that would result from the ownership of an Office Unit by a taxpayer who is a resident of New York City for income tax purposes for use in a trade or business or for rental purposes. It does not address, among other things, the ownership of Office Units by tax-exempt entities, non-tenant Purchasers of occupied or leased Office Units or by taxpayers who are not residents of New York City for income tax purposes, including foreign individuals or foreign entities; the ownership of Office Units by

taxpayers for investment purposes other than rental purposes or for use other than in a trade or business; the ownership of any Unit in the Corinthian Condominium other than an Office Unit located in the Office Section; the estate tax consequences of ownership of any Units by an individual; or the tax consequences that would result from engaging in a trade or business (except to the extent specifically addressed herein) or the reporting and return filing requirements associated therewith.

I. Deductibility of State and Local Real Property Taxes, Mortgage Interest, Depreciation and Common Charges

Each Office Unit Owner will own its Office Unit and an undivided interest in the Common Elements in fee simple and, under New York State Law, each Office Unit (including the undivided interest in the Common Elements) will be taxed as a separate parcel for New York real property tax purposes. Each Office Unit Owner may mortgage its Office Unit and become liable for the payment of the principal and any finance charges or interest on such mortgage indebtedness, and will be liable to the local tax authority for the tax assessment with respect to its interest in the Office Unit.

A taxpayer generally is entitled to a deduction for all ordinary and necessary expenses paid or incurred during the taxable year in carrying on a trade or business or for rental purposes. Accordingly, an Office Unit Owner that uses its Office Unit in the active conduct of a trade or business or for rental purposes generally will be entitled, under the income tax laws and regulations in effect as of the date hereof and subject to the limitations and qualifications expressed herein, to deduct from its Federal gross income:

a) the New York real property taxes assessed against its Office Unit and paid, in the case of a cash basis Office Unit Owner, or accrued, in the case of an accrual basis Office Unit Owner, to the local tax authority;

b) interest paid, in the case of a cash basis Office Unit Owner or, accrued, for an accrual basis Office Unit Owner, on indebtedness incurred to purchase its Office Unit;

c) depreciation with respect to that portion of the purchase price of the Office Unit allocable to assets other than land; and

d) Common Charges paid or incurred by Office Unit Owners allocable to ordinary and necessary current expenses.

Other than certain "small corporations," the amount of the depreciation deduction may be adjusted in certain circumstances for Federal alternative minimum tax purposes. In addition, assessments for Common Charges that are not allocable to ordinary and necessary current expenses may be required to be capitalized and amortized or depreciated pursuant to applicable provisions of the Code. The amount allowed as an interest deduction paid or accrued on indebtedness allocable to property held for investment for any taxable year may also be limited. The rules and limitations for the above-listed deductions are complex. Purchasers should consult their tax advisers regarding the application of such rules and limitations to them.

If the holding of an Office Unit by an individual or certain closely held "C" corporations constitutes an "at-risk activity" of such Office Unit Owner (e.g. use in a trade or business or for rental purposes), all or a portion of the losses allocable to such at-risk activity are deductible only to the extent of the aggregate amount with respect to which the Office Unit Owner is at risk for such activity at the close of the taxable year. Any deferred loss from an at-risk activity for the taxable year is treated as a loss allocable to such activity in the next taxable year, subject to the same potential deferral. In general, an Office Unit Owner is at risk for an activity with respect to the amount of money and the adjusted basis of other property contributed by the Office Unit Owner to the activity, and amounts borrowed with respect to the activity to the extent that such Office Unit Owner is personally liable for the repayment of such amounts or has pledged property, other than property used in such activity, as security for such borrowed amounts (to the extent of the net fair market value of the Office Unit Owner's interest in such property). Under certain circumstances, an Office Unit Owner also may be considered at risk with respect to a qualified nonrecourse financing. However, an Office Unit Owner will not be considered at risk with respect to amounts protected against loss through guarantees, stop loss agreements or other similar arrangements.

If the holding of an Office Unit by an individual, estate, trust, personal service corporation or certain closely held "C" corporations constitutes a passive activity of such Office Unit Owner (e.g., the conduct of a trade or business in which the Unit Owner does not materially participate or, in general, rental activities), all or a portion of the losses (which may include the deductions described above, such as real property taxes, mortgage interest, depreciation or Common Charges) that are allocable to such passive activity may be deferred to the extent that the Office Unit Owner's aggregate losses from all passive activities for the taxable year (which includes deferred passive activity losses from previous years) exceed the aggregate income from all passive activities for such year (the "passive loss"). In general, any deferred, i.e., suspended, passive loss is carried forward to the next taxable year as a passive activity deduction and used to calculate the passive activity loss, if any, in that next taxable year, which may be subject to the same deferral. Subject to certain limitations, a suspended passive loss may be utilized when the Office Unit Owner disposes of its entire interest in the passive activity in a fully taxable transaction. In certain cases, a suspended passive loss may be utilized as a result of a partial disposition. The passive activity loss limitations are applied after the at risk limitations described above. Office Unit Owners should consult their tax advisers as to the possible application of the at risk and/or passive activity loss limitations to them.

Each Office Unit Owner that uses its Office Unit in the active conduct of a trade or business or for rental purposes generally will be entitled to the same deduction, subject to New York adjustments and limitations, for real property taxes, mortgage interest, depreciation and Common Charges paid or accrued with respect to its Office Unit for New York State and New York City income tax purposes as is allowed for Federal income tax purposes (after application of the limitations described above). Purchasers should consult their tax advisers to determine if any additional adjustments or limitations may apply.

II. The Tax Status of the Corinthian Condominium and the Office Section

Under the Plan, the affairs of the Office Section will be governed by the Office Board, subject to the governance of the Corinthian Condominium overall, which is vested in the Condominium Board. The Office Board will designate two of the Condominium Board's twelve members. The Condominium Board will, from time to time, assess Common Charges against the Office Unit Owners, generally in proportion to their respective percentage interests in the Common Elements, in order to pay the costs and expenses of operating, repairing and maintaining the Common Elements.

In certain circumstances, a condominium board may elect on an annual basis to be treated as a "homeowners association" within the meaning of section 528(c) of the Code and, therefore, could elect to be exempt from Federal income taxes on amounts received as membership dues, fees, or assessments from owners of condominium housing units ("exempt function income"). In order for a condominium board to qualify to make such an election, section 528 of the Code and the Treasury Regulations promulgated thereunder require, among other things, that at least eighty-five percent (85%) of the total square footage of all of the units within the condominium be used by individuals for residential purposes and that the condominium board meet certain gross income and expenditure tests.

As of the filing date of the Plan, it is anticipated that less than eighty-five percent (85%) of the total square footage of all the Office Units in the Office Section will be used by individuals for residential purposes, and therefore the Office Board will not be eligible to make the annual election to be treated as a homeowners association under section 528 of the Code.

As of the filing date of the Plan, it is anticipated that more than eight-five percent (85%) of the total square footage of all the Units in the Corinthian Condominium will be used by individuals for residential purposes. Therefore, the Condominium Board will be eligible to make the annual election to be treated as a homeowners association under section 528 of the Code if the other requirements of section 528 of the Code are satisfied. For any taxable year for which the Condominium Board is eligible to and does elect to be treated as a homeowners association under section 528 of the Code, the Condominium Board will be subject to (i) U.S. federal income tax equal to thirty percent (30%) of its taxable income, which is defined as its non-exempt function income less the allowable deductions (computed with certain modifications) directly connected with the production of such income, and (ii) any applicable New York State and New York City income taxes.

Absent the application of Section 528 of the Code, the status of the Office Board and the Condominium Board for Federal, New York State and New York City income tax purposes is uncertain. If the Office Board or the Condominium Board do not qualify under Code section 528(c) or if either such Board does qualify but does not elect to be treated as a "homeowners association" under Code section 528(c), the present state of the law is uncertain as to the proper reporting and tax treatment of the income of the Boards derived from Unit Owners ("membership income") and others ("nonmembership income") in excess of appropriate deductions and credits. It is possible that either of the Office Board or the Condominium Board could be viewed as an agent or conduit for Office Unit Owners, in which case each Office Unit

Owner would be taxable on his or her proportionate share of nonmembership and possibly membership income (in excess of the deductions and credits attributable thereto) and required to report such income directly on his or her own tax return. Alternatively, the Service may take the position that the Office Board or the Condominium Board should be treated as a separate entity. In that case, it is unclear whether the Office Board and the Condominium Board would be taxable as a corporation or treated as a partnership. If the Office Board or the Condominium Board is taxable as a corporation, such Board 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, the New York State Corporation Franchise Tax and the New York City General Corporation Tax. If the Office Board or the Condominium Board is treated as a partnership, the Office Unit Owners (but not such Board) would be subject to Federal, New York State and New York City income tax on their proportionate share of taxable income of the Office Board or the Condominium Board. In that instance, the Office Board or the Condominium Board may be subject to the New York City Unincorporated Business Tax.

In determining the taxable income of the Boards, the deductions attributable to furnishing services to Office Unit Owners may be limited to membership income. Certain amounts expended for the benefit of Office Unit Owners and possibly rebates, if any, to Office Unit Owners of excess membership dues, fees or assessments, may be treated as distributions to them.

* * * * * * * * * * *

We express no opinion concerning: (a) any Federal, New York State or New York City tax consequences not explicitly discussed in this opinion; (b) any other aspects of the Plan other than those consequences and aspects explicitly discussed in this opinion; or (c) the tax status and tax consequences of the Plan under the laws of any state other than New York, local jurisdiction other than New York City, or foreign jurisdiction. Except as explicitly provided, this opinion does not address, among other things, the ownership of Office Units by tax-exempt entities, non-tenant Purchasers of occupied or leased Office Units or by taxpayers who are not residents of New York City for income tax purposes, including foreign individuals or foreign entities; the ownership of Office Units by taxpayers for investment purposes other than rental purposes or for use other than in a trade or business; the ownership of any Unit in the Corinthian Condominium other than an Office Unit located in the Office Section; the estate tax consequences of ownership of any Units by an individual; or the tax consequences that would result from engaging in a trade or business (except to the extent specifically addressed herein) or the reporting and return filing requirements associated therewith. This opinion also does not discuss the tax consequences which may arise if Office Units or Common Elements are acquired by any Board. We advise, therefore, that each potential Purchaser contemplating the purchase of an Office Unit consult its own tax adviser concerning all such tax matters, as well as with respect to the matters discussed in this opinion.

It should be noted that this opinion is based solely on the facts and documents referred to above and is not binding on the Internal Revenue Service, the New York State Department of Taxation and Finance or the New York City Department of Finance. Moreover,

the Federal, New York State and New York City tax laws and regulations and the rulings and decisions thereunder may change and thereby affect the opinions stated above in whole or in part, possibly with retroactive effect. We undertake no obligation to update, modify or supplement this opinion in the event of any such change in applicable law, although we have advised Sponsor that it is obligated to do so.

This opinion is not a guarantee; it is based on existing rules of law applied to the facts and documents referred to above. No assurances can be given that the tax laws upon which we base this opinion will not change. In no event will we, Sponsor, the Office Board, the Condominium Board, the Selling Agent, the Managing Agent or any other person connected with this offering be liable if there are changes in the facts on which we relied in issuing this opinion or if there are changes in the applicable statutes, regulations, rulings or decisions on which we relied which cause the Unit Owners not to be entitled to the income tax deductions described above or which affect the tax treatment of the Boards as described herein.

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

Very truly yours,

Kramer Levin Naftalis & Frankel LLP

KL2 2950213.2

KRAMER LEVIN NAFTALIS & FRANKEL LLP

OPINION REGARDING ALLOCATION OF COMMON INTERESTS

August 3, 2016

345 East 37th Street Property Owner, L.L.C.
c/o 60 Guilders, LLC
370 7th Avenue, Suite 1400
New York, New York 10001

Re: Condominium Offering Plan for The Corinthian Office Condominiums (the "Condominium")

To Whom It May Concern:

You have requested our opinion regarding the allocation of common interests to the Office Units at the Condominium as required by 13 NYCRR Section 20.3(y)(5). Except where otherwise indicated, the terms used in this opinion shall have the same meaning as set forth in the Offering Plan (the "Plan") for the Condominium.

In connection with rendering this opinion we have reviewed the allocation of Common Interests as shown on Schedule A of the Plan. We have also considered the relevant sections of the New York State Condominium Act and such other materials as we deemed relevant. Our opinion is based upon the factual determinations made by Jeffrey Management Corp., as set forth in its opinion contained in the Plan as required by NYCRR Section 20.3(i). We have made no independent investigation of the truth or accuracy of the factual determinations of Jeffrey Management Corp.

Based upon our review of the foregoing, we have determined that Common Interests were allocated pursuant to the method set forth in Real Property Law ("RPL") Section 339-i(1)(ii), i.e., based upon the approximate proportion that the floor area of the Unit bears to the aggregate floor area of all of the Units, but such proportion reflects the substantially exclusive advantages enjoyed by one or more, but not all, of the Units in a part or parts of the Common Elements.

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

Very truly yours,

Kramer Levin Naftalis & Frankel LLP

Kramer Levin Naftalis & Frankel LLP

W. RESERVE FUND

No reserve fund is being established by Sponsor for the Condominium or the Office Section. However, the Condominium Board or the Office Board, in its discretion, and subject to certain restrictions contained in the Declaration, Condominium By-Laws, and Office By-Laws, may decide in the future to create a reserve fund by special assessment or by increases in General Common Charges or Office Common Charges, respectively. Each Office Unit Owner would be individually liable for the amount of such special assessment or increase payable to the Condominium Board and/or the Office Board to the extent of such Office Unit Owner's proportionate Common Interest amount all Unit Owners, with respect to General Common Charges, or Office Unit Owners, with respect to Office Common Charges.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

X. WORKING CAPITAL FUND

The Purchaser of each Office Unit shall be required to make a contribution at the closing of title to such Unit(s) to or in respect of the working capital fund of the Office Section (the "Working Capital Fund"). Such contribution shall be in an amount equal to two months' Common Charges then in effect for the Unit pursuant to the budget in accordance with Schedule A hereto, as the same may be amended from time to time.

At the First Office Closing, Sponsor will apportion the following items with the Office Board as of the date preceding said closing:

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

(2) fees for assignable permits and licenses, if any;

(3) charges (including, but not limited to, security deposits) for steam, gas, electricity and other utilities;

(4) payments under assignable service, maintenance and concession contracts;

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

(6) cost of fuel and Building supplies on hand, at Sponsor's cost (plus sales tax);

(7) premiums for transferable insurance policies; and

(8) other customary adjustments.

If any of the foregoing items to be apportioned cannot be adjusted at the First Office Closing because they are not fully ascertainable, they shall be apportioned and adjusted to the extent reasonably possible at the First Office Closing, and final adjustment will be made as soon thereafter as the undetermined amounts are ascertained. No such adjustments or apportionments are expected to be substantial. Except as herein otherwise expressly provided, the customs in respect to title closings adopted by the Real Estate Board of New York, Inc., as amended, shall apply to apportionments and other matters herein mentioned.

The Working Capital Fund may be held or used for working capital, to make repairs and/or for such other appropriate purposes permitted under the Declaration, Condominium By-Laws, and Office By-Laws as will be determined by the Office Board, in its sole discretion and may be augmented by allocations from monthly Office Common Charges collected by such Board. Other than as provided in the preceding sentence, Sponsor will not separately contribute to the Working Capital Fund. However, while Sponsor controls the Office Board, the Working Capital Fund will not be used to reduce estimated Office Common Charges, and in no event shall

any portion of the Working Capital Fund be used to pay any Office Common Charges attributable to Unsold Office Units.

No representation is made that the Working Capital Fund, together with the Office Common Charges, will be, or is intended to be, adequate to cover expenses for the first or any subsequent year of Condominium operation, including, without limitation, the cost of any necessary repairs or replacements. If additional funds are required over and above the Working Capital Fund, it may be necessary to increase the Office Common Charges or to impose special assessments on Office Unit Owners.

Neither the Department of Law nor any other governmental agency has passed upon the adequacy of the Working Capital Fund.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Y. MANAGEMENT AGREEMENT AND CONTRACTS

It is presently contemplated that at the time of the First Office Closing, the Office Board will be bound under a Management Agreement with Jeffrey Management Corp., with an address at 7 Penn Plaza, Suite 618, New York, New York 10001, to act as Managing Agent with respect to the Office Section. A principal of an affiliate of the Managing Agent owns a minority interest in one of the principals of the Sponsor entity.

Such Management Agreement provides for an initial term of one (1) year. It is currently anticipated that the management fee during the First Year of Office Section Operation will be $120,000. In the opinion of Sponsor's Budget Expert, the Managing Agent's fee is comparable to the fees charged for services at similar buildings. Generally, either the Office Board or the Managing Agent shall have the right to terminate the Management Agreement at the end of any calendar month by giving thirty (30) days' prior written notice thereof to the other party. The Management Agreement is not assignable by the Managing Agent, except to an entity in which one or more of the principals are also principals of the Managing Agent or to an entity into which Managing Agent is consolidated or merged.

The management fee will be included in the Office Common Expenses as discussed above in the Section entitled "Notes to Schedule B-1" The Managing Agent will be entitled to additional fees for certain special services performed by it.

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

(1) facilitating efficient operation of the Office Section;

(2) causing to be hired, paid and supervised all persons necessary to be employed to properly maintain and operate the Office Section and cause to be discharged any employees, as necessary;

(3) maintaining the Office Section in such condition as may be deemed reasonably advisable by the Office Board including, without limitation, interior and exterior cleaning, repairs and alterations to the Office Section;

(4) causing all such acts and things to be done in or about the Office Section as shall be necessary to comply with federal, state, municipal authority and/or the New York Board of Underwriters, New York Fire Insurance Exchange or other similar body;

(5) entering into any and all contracts on behalf of the Office Board necessary for the efficient maintenance and operation of the Office Section, including purchasing all equipment, supplies and tools necessary for same;

(6) reviewing all bills received for services, work and supplies ordered in connection with the maintenance and operation of the Office Section;

(7) causing to be prepared and filed all appropriate payroll records, including, without limitation, all tax records and other forms related to employment at the Office Section and/or maintenance and operation of the Office Section;

(8) setting up and maintaining accurate sets of books for the Office Board;

(9) cooperating with the Office Board's accountants in preparation of the annual budget for the operation of the Office Section;

(10) billing Unit Owners for Common Charges, assessments and/or any other charges and using its best efforts with respect to the collection of same;

(11) generally, doing all things deemed reasonably necessary or desirable by the Office Board for the proper management of the Office Section and attending to the various needs and comforts of the Unit Owners.

The Office Board will indemnify the Managing Agent against liability for all claims for all acts properly performed by the Managing Agent pursuant to the Management Agreement or at the instructions of the Office Board, provided however, any such indemnification shall not cover any claims resulting from the Managing Agent's gross negligence or willful misconduct.

Notwithstanding anything to the contrary set forth above, the Managing Agent's responsibility under the management agreement shall not extend to supervising or managing major capital renovations or major capital improvements, unless specifically agreed upon in writing by the parties to such agreement and unless the Managing Agent receives an additional fee therefor.

The Managing Agent, at its own expense, will be bonded during the term of the Management Agreement under fidelity or general surety bonds in favor of the Office Board in an amount up to $250,000 per occurrence for any loss resulting from fraudulent or dishonest acts committed by the Managing Agent, its directors, officers or employees.

Sponsor reserves the right during the Initial Control Period to designate any other reputable managing agent to perform all of the duties and services to be performed by the Managing Agent under the Plan and if Sponsor does so, Sponsor will cause such other managing agent to accept employment on terms substantially similar to the terms specified above. After the Initial Control Period, upon the expiration or sooner termination of the then current agreement with the Managing Agent, the Office Board may designate any other managing agent to perform the duties and services to be performed by the Managing Agent under the Plan. The term "Managing Agent" when used in the Plan with respect to any time after Sponsor or the Office Board has designated another managing agent shall mean such other agent. The Management Agreement may not be assigned by the Managing Agent without the prior written consent of the Office Board, in its sole and absolute discretion. Sponsor will amend the Plan to disclose having entered into the Management Agreement promptly after execution thereof.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Z. IDENTITY OF PARTIES

1. Sponsor

Sponsor is 345 East 37th Street Property Owner, L.L.C. a Delaware limited liability company with an office at c/o 60 Guilders, LLC, 370 7th Avenue, Suite 1400, New York, New York 10001.

Sponsor is an affiliate of 60 Guilders, LLC, a private, New York City based real estate investment and operating firm founded in 2013. The principals of Sponsor are Kevin Chisholm and Bastien Broda, each with a business address at the office of Sponsor. Mr. Chisholm and Mr. Broda are the Managing Partners and co-founders of 60 Guilders, LLC and, over the course of their real estate careers, have overseen the acquisition of more than $2 billion of New York City retail, office and residential investments. Mr. Chisholm has more than ten (10) years of experience working in real estate investment and asset management, and Mr. Broda has more than seven (7) years of experience working in real estate investment and asset management.

Neither Sponsor nor its principals has first offered within the past five years any properties for sale as cooperatives, condominiums, planned unit development homes or time shares. Neither Sponsor nor its principal is the holder of unsold shares or owns ten percent or more of the unsold shares or units as an individual, general partner or principal, in any cooperative, condominium or homeowners association other than the subject Building.

The Secretary of State has been designated to receive service of process for Sponsor.

There have been no prior felony convictions of Sponsor, or any principals of Sponsor; and no prior convictions, injunctions and judgments against Sponsor, or the principal of Sponsor that may be material to the Plan or an offering of securities generally, that occurred within fifteen years prior to the submission of this Plan.

2. Attorneys for Sponsor

Sponsor has retained the law firm of Kramer Levin Naftalis & Frankel LLP, having an office at 1177 Avenue of the Americas, New York, New York 10036 ("Sponsor's Counsel"), to represent it in connection with the Plan. Jonathan H. Canter, Esq. and Deirdre M. Heffernan, Esq. had principal responsibility for the preparation of the Plan, the Office Subdivision Amendment, the Office By-Laws and the forms of Agreement, Office Unit Deed and Office Unit Power of Attorney. Sponsor has also retained the firm to serve as Escrow Agent under the Agreements, and the firm will represent Sponsor in connection with Unit Closings. Sponsor's Counsel has also rendered opinions with respect to the possible availability of income tax deductions to Purchasers of Office Units and the allocation of Common Interests.

3. Selling Agent

The Selling Agent for the project is Rudder Property Group, having an office at 866 United Nations Plaza, New York, New York 10017. Rudder Property Group specializes in the sale of office condominiums in the New York Metropolitan area. With over a decade of

experience, the principals of Rudder Property Group have sold over 700,000 square feet of office condominiums with a dollar value in excess of $350 million.

There have been no prior felony convictions of Selling Agent, or any principals of Selling Agent; and no prior convictions, injunctions and judgments against the Selling Agent, or any principals of Selling Agent that may be material to the Plan or an offering of securities generally, that occurred within 15 years prior to the submission of this Plan.

4. Managing Agent

Sponsor anticipates the Building will be managed Jeffrey Management Corporation which is part of The Feil Organization, with an address at 7 Penn Plaza, Suite 618, New York, New York 10001. Jeffrey Management Corporation is an established investment, development and management firm based in New York City, that has been involved in business for more than 60 years. In addition to managing the Condominium, other properties in New York City which Jeffrey Management Corporation is currently managing include 140 West 57th Street, 200 West 57th Street, 488 Madison Avenue, 570 Lexington Avenue and 250 Park Avenue South. Sponsor reserves the right to cause the Office Board to engage (or to engage on behalf of the Office Board) a different managing agent to serve as Managing Agent. There have been no prior felony convictions of the Managing Agent or principals of the Managing Agent; and no prior convictions, injunctions or judgments against the Managing Agent or any of the principals thereof that may be relevant or material to the Offering Plan or any offering of securities generally that occurred within the 15 years prior to the submission of this Plan. A principal of an affiliate of the Managing Agent owns a minority interest in one of the principals of the Sponsor entity.

5. Budget Expert

Jeffrey Management Corporation estimated all amounts of income and expenses in Schedule B-1 in consultation with Sponsor. The budget expert has no financial interest in the Property, in Sponsor or in any other party interested in this transaction, except: (i) for its fees for services rendered in connection with the same; or (ii) in its capacity as Managing Agent for the Condominium and for the Office Section.

6. Real Estate Tax Consultant

Podell, Schwartz, Schechter & Banfield, LLP, 605 Third Avenue, New York, New York 10158, has been engaged as real estate tax consultants in connection with the Plan, and has prepared forecasts of the assessed valuation of the Units following submission of the Property to a condominium regime of ownership that was used in preparing the provisions of Schedule A and other disclosures in the Plan regarding projected real estate taxes. The real estate tax consultants have no financial interest in the Property, in Sponsor, in the Managing Agent, or in any other party interested in this transaction, except for its fees for services rendered in connection with the same.

7. **Architect/Engineer**

Michael Zenreich Architecture, PC, with an address at 149 West 36th Street, 7th Floor, New York, New York 10018, is the architect retained by Sponsor in connection with this Plan. Michael Zenreich Architecture, PC was founded in 1990, and their experience includes work on residential, commercial, and institutional properties in New York and the tri-state area. Representative projects include 400 Lafayette Street and 55 West 17th Street. Horizon Engineering Associates LLP, with an address at 30 Broad Street, Suite 1500, New York, New York 10004 is the mechanical and electrical engineer retained by Sponsor in connection with this Plan.

Neither the architect nor the engineer has a financial interest in the Property, in Sponsor, in the Managing Agent, or in any other party interested in this transaction, except for their respective fees for services rendered in connection with the same.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

AA. REPORTS TO UNIT OWNERS

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

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

2. at least 30 days' prior notice of the annual Office Unit Owners' meeting; and

3. a copy of the proposed annual budget of the Office Section at least 30 days prior to the date set for adoption thereof by the Office Board.

While Sponsor is in control of the Office Board, such budget shall be certified in compliance with Section 20.4(d) of the Regulations of the Department of Law.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

BB. DOCUMENTS ON FILE

Pursuant to the provisions of Section 352-e of the New York General Business Law, copies of the Plan, all documents referred to herein and all Exhibits submitted to the Department of Law in connection with the filing of the Plan shall be kept on file and available for inspection without charge, and for copying at a reasonable charge, at Sponsor's office for a period of six years after the First Office Closing. In addition, a set of Floor Plans showing the layout, locations and approximate dimensions (within reasonable tolerances) 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 Office Subdivision Amendment is recorded, and an additional set will be furnished to each Board at the time of the First Office Closing.

The Office Subdivision Amendment and the Office By-Laws will be recorded in the City Register's Office prior to or concurrently with the First Office Closing, and a copy thereof will be furnished to each Board at such time.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

CC. GENERAL

Except as set forth herein, there are no lawsuits, administrative proceedings or other proceedings, the outcome of which may materially affect the offering, the Property, Sponsor's capacity to perform all of its obligations under the Plan, the Condominium or the operation of the Condominium.

To the best of Sponsor's knowledge, the Property has not been the subject of any prior cooperative or condominium offerings. No preliminary binding agreements have been entered into and no money has been collected from prospective Purchasers. Sponsor has filed an application to test the market (CP15-0083).

Sponsor and the Selling Agent each hereby represent that it will not discriminate against any person on the basis of race, creed, color, national origin, gender, sexual orientation, age, disability, marital status or other grounds prohibited by law.

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. Exact copies are contained in Part II of the Plan of the Declaration, Condominium By-Laws, and Office By-Laws, form of Office Subdivision Amendment, form of Office By-Laws, form of Agreement, form of Office Unit Deed, form of Office Unit 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 documents executed by or with the written consent of a Purchaser pursuant to the Plan, any rider or separate agreement changing or adding provisions to such document.

No party other than any Purchaser 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 Sponsor's obligations hereunder and no party other than any Purchaser 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 Office Closing, to substantially revise the terms and conditions upon which the Office Units are to be sold, including changes affecting the rights, obligations and liabilities of Sponsor and/or prospective Purchasers under the Plan. However, no such change with respect to any Office Unit for which an Agreement is then in effect may be made without the consent of the Purchaser thereunder. All substantive or material revisions will be contained in a duly filed amendment to the Plan. If there is a material change that adversely affects any Purchasers, Sponsor shall grant such Purchasers a right to rescind their respective Agreements by written notice to Sponsor given within 15 days after the date of presentation of such amendment. In such event, Sponsor shall direct the Escrow Agent to return the Deposit of any Purchasers who duly rescind their Agreements, together with any interest earned thereon.

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

Sponsor states that, as of the date of acceptance of this Plan for filing with the Department of Law, there have been no contracts or agreements, written or oral that have been entered into for the sale or transfer of any of the Office Units offered in the Plan. Neither Sponsor nor anyone on behalf of Sponsor has taken any deposits or advances of funds in connection with the reservation, sale or transfer of such Office Units.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

DD. RESERVATION OF AIR AND DEVELOPMENT RIGHTS

Sponsor hereby expressly reserves any air rights or transferable development rights to the extent that they attach to and benefit the Office Section. To the extent that the Office Units benefit from the sale or transfer or any air rights or transferrable development rights that are appurtenant to the Condominium and retained by the Condominium Board, Sponsor shall solely benefit from the portion of such benefits attributable to the Office Units.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

EE. SPONSOR'S STATEMENT OF BUILDING CONDITION

Sponsor hereby adopts the Description of Property and Building Condition, the Lead Paint Reports, the Façade Reports and the Asbestos Report set forth as Exhibits 4, 10, 11 and 12, respectively, 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 set forth therein.

The Office Units offered hereby and the Common Elements appurtenant thereto as well as the fixtures and personal property contained therein, are being sold "AS IS" in the condition in which they exist at the time of transfer of title to such Unit and subject to (a) the terms of any Existing Lease (as hereinafter defined); (b) any changes made to the Unit relating to or resulting from any tenancy in the Unit between the date of the Purchase Agreement and closing; and (c) Sponsor's right to make changes to the Units and the Common Elements as set forth in this Plan; unless Sponsor and the Purchaser of a Unit otherwise agree in writing. The Purchaser of a Unit shall inspect such Unit prior to executing a Purchase Agreement. Additionally, prior to executing a Purchase Agreement for a Unit, Purchasers should carefully review the Description of Property and Building Condition, the Lead Paint Reports, the Façade Reports and the Asbestos Report set forth as Exhibits 4, 9, 10 and 11, respectively, in Part II of this Plan.

To the extent permitted under an applicable Existing Lease, Sponsor will endeavor to give each Purchaser the opportunity to view their Unit prior to closing, but Purchaser shall have no right to request or require Sponsor to perform any work in the Unit pursuant to any punchlist inspection statement or otherwise, resulting therefrom.

Sponsor shall not be obligated to correct, repair or replace any defects relating to the Units or the Common Elements (as may be set forth in the reports contained in Part II of this Plan or otherwise) or in the installation or operation of any appliances, fixtures, or equipment therein, except as expressly provided in this Plan. Sponsor will not warrant the materials or workmanship of any Unit or any of the Common Elements. The Housing Merchant Implied Warranty Law (General Business Law Article 36-B) is not applicable to this offering.

Notwithstanding the foregoing, Sponsor will maintain and operate the Condominium until the First Closing in substantially the same manner and condition as on the filing date of this Plan (subject to ordinary wear and tear) except to the extent that Sponsor is precluded from so doing by acts of God, fire or other casualty, storm, strikes, lockouts, labor difficulties, riots, insurrection, inability to obtain materials, equipment or labor, governmental restrictions or any other acts over which Sponsor is reasonably unable to exercise control. If for any of the reasons set forth in the preceding sentence, other than fire or other casualty, Sponsor is prevented from so maintaining the Office Section (or causing the same to be maintained), Sponsor shall make or cause to be made, within a reasonable period of time after such act ceases to exist, any repairs subsequent to the First Office Closing that it was obligated to make prior to the First Office Closing.

If a Unit borders or is located near a rooftop or other area, there may be equipment for the building, or other obstructions, that may be visible from the windows of said Units.

As more fully described in "The Property" in Section A above, and subject to the matters described therein, Sponsor anticipates that the First Office Closing of an Office Unit to occur in or about January 1, 2017.

SPONSOR:

345 East 37th Street Property Owner, L.L.C.

KL3 2950750 14

PART II

EXHIBIT 1

AGREEMENT

AGREEMENT

_____

_____,

Purchaser(s)

with

345 EAST 37TH STREET PROPERTY OWNER, L.L.C

Sponsor/Seller

Unit Number ____
The Corinthian Office Condominiums
345 East 37th Street (a/k/a 330 East 38th Street)
New York, New York 10016

AGREEMENT
UNIT NO. ___
The Corinthian Office Condominiums
345 East 37th Street (a/k/a 330 East 38th Street)
New York, New York 10016

(to be executed in quintuplicate)

AGREEMENT (this "Agreement"), made as of the ___ day of _____ 201_, between 345 EAST 37TH STREET PROPERTY OWNER, L.L.C, a limited liability company, having an office at c/o 60 Guilders, LLC 370 7th Avenue, Suite 1400, New York, New York 10001 (hereinafter, "Sponsor"), and

_____

_____

having an address at _____ (hereinafter, "Purchaser").

W I T N E S S E T H:

1. Definitions. Terms used in this Agreement and not otherwise defined herein shall have the meanings set forth in the Offering Plan for The Corinthian Office Condominiums, (the "Condominium") (such plan, together with any amendments thereto filed prior to the date hereof, is hereinafter referred to as the "Plan").

2. The Unit. Sponsor hereby agrees to sell and convey, and Purchaser hereby agrees to purchase Unit No. ____ at the Condominium (as shall be designated in the Amended and Restated Declaration), together with the undivided _____% interest in the Common Elements appurtenant to such Unit (the "Unit"), upon and subject to the terms and conditions set forth herein.

3. Purchase Price.

3.1 The purchase price for the Unit (the "Purchase Price") is $_____ payable as follows:

(a) $_____ (the "Deposit"), due upon the signing and submitting of this Agreement, receipt of which (subject to collection) is hereby acknowledged; and

(b) $_____ (the "Balance"), constituting the balance of the Purchase Price, at the closing as hereinafter provided.

3.2 All checks shall represent United States currency, be drawn on or issued by a New York bank which is a member of the New York Clearing House Association and shall be unendorsed. Checks for the Deposit shall be Purchaser's good check(s) or, at Sponsor's

option, Purchaser's certified check(s) or an official bank check(s), made payable to the direct order of "Kramer Levin Naftalis & Frankel LLP, as Escrow Agent". The check or checks for the Balance and all other sums due Sponsor pursuant to this Agreement shall be good certified check(s) of Purchaser or official bank or cashier's check(s), made payable to the direct order of "345 EAST 37TH STREET PROPERTY OWNER, L.L.C" (or such other party as Sponsor directs to Purchaser, in writing, prior to the date of closing of title). If any check is returned, dishonored or fails collection for insufficient funds or for any other reason, Kramer Levin Naftalis & Frankel, LLP (the "Escrow Agent")is authorized to deliver such check to Sponsor and Sponsor will have the choice of remedies set forth in the Plan and in this Agreement with respect to an Event of Default (which shall include suing on such dishonored check or, at Sponsor's option, canceling this Agreement and returning the instrument to Purchaser without affording Purchaser a grace period to cure such default or seeking specific performance). At Sponsor's option, Sponsor may require that the Deposit and the balance be made by Purchaser by wire transfer to an account designated by Sponsor.

4. Deposit.

4.1 Prior to or concurrent with execution hereof and payment by Purchaser of the Deposit, Purchaser, Sponsor and Escrow Agent will enter into the "Escrow Rider" annexed hereto and incorporated by reference herein. The Escrow Rider must be executed by Sponsor, Purchaser and Escrow Agent.

4.2 The provisions of paragraphs 3-6 of the Escrow Rider annexed hereto are incorporated herein by reference.

4.3 Sponsor is required by law to submit a Form 1099 to the Internal Revenue Service reporting interest earned on the Deposit, if any. Purchaser will be taxed accordingly on such interest, whether or not Purchaser ultimately receives the interest in accordance with the terms of this Article or Article 8.

5. Closing Date and Place.

5.1 The closing of title shall be held at the offices of Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036 (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 notice. Sponsor may, from time to time, adjourn such date and hour upon reasonable prior notice to Purchaser, which notice shall fix a new date (and hour and place, if appropriate) for the closing of title (but in no event may Sponsor adjourn the date originally set herein for a closing for more than twelve months in the aggregate without the consent of Purchaser).

5.2 Whenever used herein, the terms "Closing Date" or "closing of title" or words of similar import shall mean the date on which the deed to the Unit is delivered to Purchaser.

6. Delivery of Deed and Power of Attorney.

6.1 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. Sponsor shall prepare the deed, which shall be substantially in the form set forth in Exhibit 3 in Part II of the Plan, and Sponsor and Purchaser shall execute the deed and have the same acknowledged, in form for recording.

6.2 At the closing of title, Purchaser shall execute and acknowledge a power of attorney to the Boards and Sponsor, prepared by Sponsor and substantially in the form set forth as Exhibit 2 in Part II of the Plan.

6.3 The executed deed and power of attorney 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 in favor of the Boards shall be returned to the Office Board (or as the Office Board shall direct).

6.4 Purchaser's payment of the Balance and acceptance of the deed to the Unit shall constitute Purchaser's recognition that Sponsor has fully satisfactorily performed those obligations stated in the Plan and/or 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 or Part 20 of the Regulations issued by the Department of Law.

7. State of Title.

7.1 The title conveyed by Sponsor to Purchaser shall be subject only to the liens, encumbrances and title conditions 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 National Land Tenure Company LLC, 950 Franklin Avenue, 2nd Floor, Garden City, NY 11530, Attn: Jessica Ballacico, (516) 227-0800 (or such other title or abstract company designated by Sponsor; the "Title Company"), together with the recording or filing fee; or (b) Purchaser's title insurance company will insure Purchaser, at the company's regular rates and without additional premium, that it will not be collected out of, or enforced against, the Unit; or (c) Purchaser's title insurance company is unwilling to issue the affirmative insurance described in subsection (b) at its regular rates and without additional premium, and the Title Company would be willing to do so at its regular rates and without additional premium (as evidenced by the issuance of the same by the Title Company in connection with the closing of any other Units in the Condominium).

7.2 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 13 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 having been requested by Purchaser.

7.3 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 7.3 shall survive the closing of title or the termination of this Agreement.

8. Closing Adjustments.

8.1 The following costs with respect to the Unit shall be apportioned between Sponsor and Purchaser as of the Closing Date:

(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) Office Common Charges for the month in which title closes;

(c) if Purchaser is allowed to occupy the Unit prior to the closing, accrued rent and any other charges pursuant to an interim lease or occupancy or other agreement, if any, covering the Unit; and

(d) if the Unit is occupied at the time of closing by a tenant other than Purchaser, rent actually collected for the month in which title closes.

8.2 If the 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; however, the installment for the then current period shall be apportioned appropriately. If the Unit has not been separately assessed as of the Closing Date for the then current tax period, the adjustment under subsection 8.1(a) hereof shall be based upon the Office Section's actual taxes and assessment for such period prorated to the Unit in the manner set forth in Article 6 of the Office By-Laws and in Part I of the Plan.

8.3 Sponsor shall remit or cause to be remitted to Purchaser an amount equal to interest, if any, earned on the Deposit, on or promptly after the Closing Date.

8.4 In the event that Purchaser fails to close title to the Unit on the date originally scheduled for the closing of title, postpones the closing for any reason, or is deemed at

fault for not timely sending notice of a title defect as provided in Article 7 above, and title thereafter closes, then:

(a) the closing apportionments shall be made as of the originally scheduled closing date regardless of when the actual closing of title occurs; and

(b) Purchaser shall pay Sponsor interest at the rate of 0.04% per day (or such lower rate per day which is the legal limit, if 0.04% per day exceeds the legal limit) on the total purchase price, computed from the original Closing Date until this transaction is actually closed. If, through no fault of Purchaser, Sponsor postpones the originally scheduled Closing Date, the foregoing provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to the Unit on the rescheduled Closing Date.

8.5 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 to Title Closings" recommended by The Real Estate Board of New York, Inc., as amended to date, shall apply to the adjustments and other matters therein mentioned, except as aforesaid and as otherwise provided herein or in the Plan.

8.6 Any errors or omissions in calculating apportionments at closing shall be corrected, and payment shall be made to the proper party, promptly after discovery. This provision shall survive the closing.

9. Closing Costs.

In addition to those costs, adjustments and other amounts described in Articles 8 and 10 of this Agreement, Purchaser shall be required to pay other closing fees and costs which are Purchaser's responsibility as described in the Section of the Plan entitled "Closing Costs and Adjustments" and otherwise. All such closing fees and costs shall be paid by Purchaser at closing by Purchaser's unendorsed personal certified check or official bank check, in either event drawn upon a bank that is a member of the New York Clearing House Association. Or, at Sponsor's option, by wire transfer to an account designated by Sponsor.

10. Transfer Taxes.

10.1 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. Sponsor will similarly execute all of such forms and other documents required in connection with recording of the deed.

10.2 Purchaser shall pay all New York City Real Property Transfer Taxes and New York State Real Estate Transfer Taxes, and any other real property transfer tax due to the City or State of New York and the cost of any stock transfer stamps. Purchaser agrees to

indemnify and hold Sponsor harmless from and against any and all liabilities and expenses (including, without limitation, reasonable legal fees and disbursements) incurred by Sponsor by reason of the non-payment by Purchaser of any of the taxes Purchaser is obligated to pay hereunder in connection with the purchase of the Unit. Purchaser's obligations to pay the taxes described in this Article and to indemnify Sponsor as herein provided shall survive the closing or the termination of this Agreement.

11. The Plan.

11.1 Purchaser acknowledges having received and read a copy of the Plan, including all amendments thereto, if any, filed prior to the date hereof with the Department of Law of the State of New York, at least three (3) business days before submitting this Agreement. If, however, Purchaser did not receive a copy of the Plan at least three (3) business days before submitting this Agreement, Purchaser may rescind this Agreement, by sending written notice of same to Sponsor by certified or registered mail, return receipt requested, or by personal delivery, in either case within seven (7) days of Purchaser's submission of this Agreement.

11.2 The Plan is incorporated herein by reference and made a part hereof with the same force and effect as if set forth herein at length. In the event of any inconsistency between the provisions of this Agreement and the Plan, the Plan shall govern, except with respect to express modifications to the terms of the Plan included in this Agreement and agreed to by Sponsor and Purchaser, in which case such modifications will govern.

11.3 Purchaser hereby adopts, accepts and approves the Plan (including, without limitation, the Amended and Restated Declaration and By-Laws and General Rules and Regulations contained therein, and the Office By-Laws and Office 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.

12. Rent Security Deposit. If Purchaser is or hereafter becomes a tenant of the Unit, Purchaser's unapplied rent security deposit, if any, will be refunded to Purchaser together with any interest earned thereon within forty-five (45) days following the closing, provided Purchaser is not in default under Purchaser's lease or tenancy obligations. If the Unit is occupied by a tenant other than Purchaser at the time of closing, then the unapplied security deposit (if any) held by Sponsor will be transferred at closing to Purchaser in the form of a check or credit to Purchaser, including any interest thereon, together with a schedule concerning the security deposit and, if applicable, the most recent report with respect thereto issued by the banking organizations in which such security is deposited (pursuant to Section 7-103 of New York General Obligations Law). Purchaser will, upon receipt of the security deposit, sign and deliver to Sponsor an agreement acknowledging the amount received, indemnifying Sponsor from all liability in connection therewith and agreeing to hold such security deposit in trust and to deposit same in an interest bearing account pursuant to the provisions of Section 7-103 of the New York General Obligations Law (such agreement to be in form and substance satisfactory to Sponsor). In either event, Sponsor will have the right to deduct from any tenant's security deposit the amount of any rent arrearage owing to Sponsor and to sue the tenant to the extent such rent security is insufficient.

13. Default by Purchaser. (a) Any of the following shall constitute an "Event of Default" hereunder:

(i) Purchaser's failure to pay the Balance or any closing apportionment or closing cost required to be paid by Purchaser in Article 8 or 9 hereof on the Closing Date designated by Sponsor pursuant to Article 5 hereof, or the dishonor of any check given by Purchaser to Sponsor; or

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

(iii) the occurrence of any Events of Default under any other agreement between Sponsor and Purchaser, or between Sponsor and any member or members of Purchaser's immediate family or between Sponsor and any parent, affiliate or subsidiary of Purchaser; or

(iv) 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; or

(v) Purchaser's assignment of any of Purchaser's property for the benefit of creditors, or Purchaser's filing a voluntary petition in bankruptcy; or

(vi) if a non-bankruptcy trustee or receiver is appointed over Purchaser or Purchaser's property, or an involuntary petition in bankruptcy is filed against Purchaser; or

(vii) if a judgment or tax lien is filed against Purchaser and Purchaser does not pay or bond the same within thirty (30) days.

(b) **TIME IS OF THE ESSENCE** with respect to Purchaser's obligations to pay the Balance and to pay, perform or observe Purchaser's other obligations under this Agreement. Upon the occurrence of an Event of Default, Purchaser shall have thirty (30) days from the giving of the notice of such default to cure the specified default. If the default is not cured within such thirty (30) days, TIME BEING OF THE ESSENCE, then Sponsor may thereupon, at its option and sole discretion, (i) cancel this Agreement, or (ii) seek specific performance. If Sponsor elects to cancel, this Agreement shall be deemed cancelled, and Sponsor, may retain all sums deposited by Purchaser hereunder, together with and any interest earned thereon, as liquidated damages (Sponsor's actual damages being difficult or impossible to ascertain) and, upon such cancellation, neither party hereto shall have any further rights, obligations or liability to or against the other under this Agreement or the Plan and Sponsor may sell the Unit to any third party as though this Agreement had never been made (without any obligation to account to Purchaser for any part of the proceeds of such sale). If Sponsor elects to seek specific performance, then Purchaser shall have thirty (30) days from the giving of notice of

Sponsor's election to close on his or her Unit in accordance with this Agreement, without prejudice to Sponsor's right to recover from Purchaser all damages, losses, costs, expenses and all other lawful sums to which Sponsor is entitled (including, but not limited to, reasonable legal fees and costs of collection).

(c) NEITHER SPONSOR NOR PURCHASER SHALL CHALLENGE THE VALIDITY OF THE PROVISIONS OF THIS AGREEMENT OR THE PLAN WITH RESPECT TO LIQUIDATED DAMAGES OR ANY RIGHT OF SPONSOR SET FORTH HEREIN OR THEREIN TO RETAIN THE DEPOSIT IN THE EVENT OF A PURCHASER DEFAULT. SUCH PROVISIONS HAVE BEEN AGREED TO VOLUNTARILY, AFTER NEGOTIATION, WITHOUT DURESS OR COERCION BY ANY PARTY UPON ANY OTHER PARTY, AND WITH EACH PARTY HAVING BEEN (OR HAVING HAD FULL AND ADEQUATE OPPORTUNITY TO BE) REPRESENTED AND ADVISED BY COUNSEL, ACCOUNTANTS, BROKERS, APPRAISERS AND OTHER EXPERTS AND ADVISORS OF ITS OWN CHOOSING.

14. Agreement Subject to Lien of Mortgage. No lien or encumbrance shall arise against the Property or the Unit as a result of this Agreement or any money deposited hereunder, except as hereinafter set forth. In furtherance and not in limitation of the provisions of the preceding sentence, Purchaser agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien of any mortgage heretofore or hereafter made and any payments or expenses already made or incurred or which hereafter may be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the fullest extent thereof, without the execution of any further legal documents by Purchaser. Sponsor shall, at its option, either satisfy such mortgages or obtain a release of the Unit and its undivided interest in the Common Elements from the lien of such mortgages on or prior to the Closing Date, unless, if Purchaser is obtaining financing on the Unit, Purchaser assumes such mortgages (at Sponsor's discretion). The existence of any mortgage or mortgages encumbering the Property, or portions thereof, other than the Unit and its undivided interest in the Common Elements, shall not constitute an objection to title or excuse Purchaser from completing payment of the Purchase Price or performing all of Purchaser's other obligations hereunder or be the basis of any claim against, or liability of, Sponsor, provided that any such mortgage is subordinated to the Declaration, or the Unit is released from, or not subject to, the lien of such mortgage at closing (unless Purchaser has assumed the continuation of a mortgage lien encumbering such Unit as hereinabove described).

15. Agreement Subject to Plan Being Effective. The performance by Sponsor of its obligations under this Agreement is contingent upon the Plan having been declared effective in accordance with the terms and provisions of the Plan (as the same may be amended from time to time). The Plan may be withdrawn or abandoned by Sponsor only under certain conditions and at certain times, as set forth in the Plan. If the Plan is abandoned or if, after being declared effective, the Plan is not consummated for any reason and Purchaser is not in default under this Agreement beyond any applicable grace period, this Agreement shall be deemed cancelled and the Deposit, together with interest, if any, 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 not to cure such inability, and Purchaser is not in default hereunder, Purchaser's sole remedy shall be to either (a) take title to the Unit subject to such inability (without any abatement in or credit against the Purchase Price, or any claim or right of action against Sponsor for damages or otherwise) or (b) terminate this Agreement. If Purchaser so elects to terminate this Agreement, Sponsor shall, within 30 days after receipt of notice of termination from Purchaser, return the Deposit to Purchaser, together with interest, if any, earned thereon. Upon making such payment, this Agreement shall be terminated and 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. The foregoing remedy must be exercised by written notice sent by Purchaser to Sponsor within ten 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 first remedy above to acquire title subject to such inability.

17. Fixtures, Appliances and Personal Property. The Unit and the fixtures and personal property contained therein, are being sold and delivered "AS IS," in the condition in which they exist at the time a Purchaser closes title to his or her Unit and subject to (a) the terms of any Existing Lease; (b) any changes made to the Unit relating to or resulting from any tenancy in the Unit between the date of the Purchase Agreement and closing; and (c) Sponsor's right to make changes to the Units and the Common Elements as set forth in this Plan; unless Sponsor and the Purchaser of a Unit otherwise expressly agree in writing. Unless otherwise expressly agreed in writing by Sponsor and Purchaser, only those fixtures, appliances and items of personal property existing in the Unit as of the date of closing and belonging to Sponsor under the terms of any applicable lease are included in the sale of the Unit pursuant to this Agreement. No portion of the Purchase Price shall be attributable to such items. Furniture, wall coverings, furnishings, decorations and the like in or about any model Unit are for display purposes only and are not included in this sale. Any floor plan or sketch shown to a Purchaser, including those set forth in the Plan are only an approximation of the dimensions and layout of the Unit. The actual layout of the Unit may have been altered by the tenant thereof or others, and no variation will affect a Purchaser's obligations hereunder or under the Plan. In particular, but without limiting the foregoing, Purchasers are advised that the Floor Plan for the Unit set forth in Part II of the Plan generally reflects only the perimeter of the Unit and does not reflect any interior partitions or other fit-out work which may exist in the Unit as a result of tenant installations made prior to closing or otherwise. Sponsor will have no liability to Purchaser, nor will Purchaser be entitled to a credit, offset or reduction in the purchase price for his or her Unit or otherwise be relieved of any obligations hereunder, by virtue of an inaccuracy or error in the Floor Plan and/or the existence of any interior partitions or other fit-out work existing in the Unit at the time of Closing and not shown on the Floor Plans or shown on the Floor Plans and not existing in the Unit at closing. Purchaser has inspected the Unit prior to executing this Agreement to determine its actual dimensions, layout and physical condition. To the extent permitted under the applicable lease, Sponsor will endeavor to give Purchaser the opportunity to

view the Unit prior to closing, but Purchaser shall have no right to request or require Sponsor to perform any work in the Unit pursuant to any punchlist inspection statement or otherwise, resulting therefrom.

18. Acceptance of the Condition of the Property.

18.1 The signing of this Agreement by Purchaser signifies Purchaser's acceptance of the condition of the Property including the Building, the Common Elements, the Unit and all fixtures, machinery, equipment, furnishings, appliances, installations and other personal property contained herein (herein, collectively called "Installations"), otherwise in their respective existing conditions as of the date of the Closing of the Unit. Purchaser acknowledges having read the Description of Property, the Lead Paint Report, the Façade Report, and the Asbestos Report, which set forth a description of the physical condition of those portions of the Building which will not be renovated by Sponsor, set forth in Part II of the Plan. Purchaser understands that Sponsor has no obligation to make any repairs, improvements, decorations in or to the Property, the Building, the Unit or the Installations. Notwithstanding the foregoing, Sponsor has agreed in the Plan to maintain and operate the Office Section until the First Office Closing in substantially the same manner and condition as on the filing date of this Plan (subject to ordinary wear and tear) except to the extent that Sponsor is precluded from so doing by acts of God, fire or other casualty, storm, strikes, lockouts, labor difficulties, riots, insurrection, inability to obtain materials, equipment or labor, governmental restrictions or any other acts over which Sponsor is reasonably unable to exercise control.

19. Damage to the Unit. If between the date of this Agreement and the closing of title, the Unit is damaged by fire or other casualty, the following shall apply:

19.1 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. In the event of damage or destruction of the Unit due to fire or other casualty prior to the closing of title and the election by Sponsor 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 any Board and any other Unit Owners if the Amended and Restated 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 or the termination of the Agreement.

19.2 In the event of damage to or destruction of the Unit by fire or other casualty prior to the closing of title and the election by Sponsor, with notice thereof to Purchaser, that it does not elect to repair or restore the Unit, or, if the Declaration has been recorded prior thereto, then if the Unit Owners do not resolve to make such repairs or restoration pursuant to the Amended and Restated By-Laws and the Office By-Laws, this Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited by Purchaser hereunder, together with interest, if any, earned thereon, and 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 hereunder and under the Plan, except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor shall retain all such sums deposited by Purchaser hereunder and any interest earned thereon, as and for liquidated damages.

20. No Representations. Purchaser acknowledges that Purchaser has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners, the estimated Common Charges allocable to the Unit, the estimated real estate taxes of the Unit, the ability to rent the Unit and/or the rental income therefor, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or any other data, except as herein or in the Plan specifically represented; Purchaser has relied solely on his or her 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. No oral representations or statements shall be considered a part of this Agreement. 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 [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 20 shall survive the closing of title or the termination of this Agreement.

21. Prohibition Against Advertising. Purchaser hereby covenants and agrees that it shall not, prior to the closing of title hereunder, list the Unit for sale or resale with any broker or otherwise advertise, promote, or publicize the availability of the Unit for sale. Any such listing of the Unit or form of advertising, promotion or publicizing of the Unit by Purchaser or its agents or representatives prior to the closing of title shall be an Event of Default hereunder, entitling Sponsor to the remedies set forth in Article 13 hereof. The provisions of this Article 21 shall survive the closing of title or the termination of this Agreement.

22. Broker. Purchaser represents to Sponsor that Purchaser has not dealt with any broker in connection with this transaction other than Selling Agent and _____. Purchaser shall pay the commission of any broker with whom Purchaser may have dealt, other than Selling Agent and the aforementioned broker. Purchaser agrees that, should any claim be made against Sponsor for commissions by any broker other than Selling Agent on account of any acts or dealings 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, but not limited to, reasonable legal fees and disbursements. The provisions of this Article 22 shall survive the closing of title or the termination of this Agreement.

[*] Omit after Floor Plans have been filed in City Register's office.

23. Agreement May Not Be Assigned.

23.1 This Agreement, or any interest of Purchaser herein, shall not inure to the benefit of any successors or assigns of Purchaser and may not be assigned by Purchaser, without the prior written consent of Sponsor, which consent may be given or denied by Sponsor in its sole discretion. Any purported assignment by Purchaser in violation of this Agreement shall be an event of default by Purchaser entitling Sponsor to all remedies available at law, in equity or otherwise, including, without limitation, the remedies set forth in Article 13 hereof, and shall be voidable at the option of Sponsor.

23.2 If Purchaser is a corporation, any sale, assignment, transfer, pledge, encumbrance or other disposition of any of the stock of Purchaser, or if Purchaser is a partnership, limited liability company or other entity, any sale, assignment, transfer, pledge, encumbrance or other disposition of any interest in such partnership, limited liability company or other entity shall, for purposes of this Agreement, be considered an assignment and shall be subject to the provisions, prohibitions and terms of this Article concerning assignment of this Agreement, except that a sale of less than fifty percent (50%) of the stock, or in the case of a partnership, limited liability company or other entity, less than fifty percent (50%) of the ownership interests, of Purchaser which does not result in a change in control of Purchaser shall not be considered an assignment. For purposes of the preceding sentence only, "control" shall mean the ownership of fifty-one percent (51%) or more of the interests in such entity and possession of the power to direct the management and policies of such entity and the distribution of its profits.

23.3 If a Purchaser desires to assign its rights under this Agreement or to take title in the name of an affiliate of, or entity related to, or controlled by Purchaser that differs from that reflected in this Agreement, or to add, delete or substitute the name of a member of the Purchaser's family, then, if such assignment, alteration, addition, deletion or substitution is permitted by Sponsor (in Sponsor's sole discretion), Purchaser shall deliver to Selling Agent or Sponsor's counsel, four (4) signed forms of assignment of this Agreement (to be prepared by Sponsor's counsel at Purchaser's expense and in form and content acceptable to Sponsor, in its sole discretion), as well as three (3) completed and signed copies of either Form W-9 (Request for Taxpayer Identification Number and Certification) or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), or other appropriate Form W-8, as applicable, in the form required by law. Upon each assignment or other change permitted by Sponsor (in its sole discretion), the assignments and Form W-8 or Form W-9, as applicable, must be delivered to Selling Agent or Sponsor's counsel, together with a personal certified check, or an official bank or cashier's check, in the amount of $1,500 made payable to Kramer Levin Naftalis & Frankel, LLP (for services rendered in connection with the assignment), not less than twenty (20) days prior to the date scheduled for the Purchaser's closing. In no event shall Purchaser or its assignee (or any added or substituted party) have any right to adjourn or postpone the closing as a result of any such change or assignment. Sponsor is not obligated to consent to any such change or assignment and, Sponsor's refusal to consent to an assignment or change in name will not entitle Purchaser to cancel this Agreement or excuse Purchaser from any of its obligations hereunder or give rise to any claim for damages against Sponsor; and the prohibition against advertising or publicizing the availability of Purchaser's Unit as set forth in Article 21 above and in the Plan will remain in effect.

23.4 Notwithstanding the provisions of Section 23.1 above, Sponsor will not unreasonably withhold its consent to the assignment by Purchaser, on one (1) occasion only, of all of Purchaser's rights under this Agreement to a Purchaser Affiliate or to member(s) of Purchaser's Immediate Family, provided that any such assignment is made without consideration and otherwise in accordance with the provisions and procedures set forth in Section 23.3 above. For purposes of this Section 23.4 only: (i) "Purchaser Affiliate" means an entity, as of the date of the assignment and at all times thereafter through and including the Closing, controlled by or under common control with Purchaser; (ii) "Immediate Family Members" means Purchaser's spouse, domestic partner, children, grandchildren, parents, grandparents, brothers or sisters, stepchildren and stepparents; and (iii) "control" means the ownership of fifty-one percent (51%) or more of the interests in such entity and possession of the power to direct the management and policies of such entity and the distribution of its profits.

23.5 Notwithstanding any consent by Sponsor pursuant to the terms of this Article to any such change of name or assignment, in no event shall Purchaser, as assignor, be released or relieved from any obligations, promises, covenants and liabilities under or in respect of this Agreement.

24. Sale Subject to Existing Tenancy. This Paragraph 24 is applicable only to Purchasers of Units occupied by others

24.1 Complete the following only if Purchaser is not the tenant of the Unit:

Unit is vacant	Yes ( ) No ( )	
If Unit is occupied:	Monthly Rent:	$_____
	Current Lease Term Expires:	_____
	Or month-to-month	( )
	Rent Security:	$_____

24.2 In addition to Sponsor's obligations under Paragraph 12 hereof with regard to the security deposit and otherwise under this Agreement, Sponsor shall deliver to each Purchaser of a Unit occupied by another at closing (i) an original counterpart, if available, or otherwise a copy of the Existing Lease and copies of all records relating thereto; (ii) if applicable, a schedule setting forth all arrears in rent and all prepayments of rent under the Existing Lease; and (iii) an original letter, executed by Sponsor or by its agent, advising the tenant of the sale of the Unit to the Purchaser and directing that rent and other payments under the Existing Lease affecting the Unit thereafter be sent to Purchaser or as Purchaser may direct.

24.3 Purchaser understands and agrees that the Unit being sold hereunder is subject to the lease or tenancy of the present tenant and that Purchaser assumes the rights and obligations of Sponsor as the landlord of such tenant, including the right to collect rent (whether the same is greater or less than the Office Common Charges established from time to time by the Office Board) and the obligation to maintain the Unit for the benefit of the existing tenant as set forth in the Existing Lease. From and after Closing, Purchaser alone will bear the entire costs

and expenses of owning the Unit (including, but not limited to, any legal fees and litigation expenses for enforcing the lease and obtaining possession of the Unit).

24.4 Prior to the closing, provided this Purchase Agreement has been duly executed and delivered and is in effect, Sponsor shall not, without Purchaser's prior written consent, which consent shall not be unreasonably withheld: (a) amend, renew or extend in any material respect any Existing Lease affecting the Unit, unless required by law; or (b) terminate any Existing Lease affecting the Unit except by reason of a default by the tenant thereunder.

25. Binding Effect. The submission of this Agreement to Purchaser does not create a binding obligation on the part of Sponsor. This Agreement shall not be binding on Purchaser or Sponsor until Purchaser has signed this Agreement and delivered the signed Agreement and the Deposit to Sponsor, and a counterpart hereof executed by Sponsor has been delivered to Purchaser. If this Agreement is not signed by Sponsor and a fully executed counterpart delivered to Purchaser or its attorneys within fifteen (15) days after the date hereof, this Agreement shall be deemed to have been rejected and the Deposit shall be promptly returned to Purchaser. Upon such refund being made, neither party shall have any further rights, obligations or liabilities hereunder with respect to the other. Prior to Sponsor's countersigning and returning this Agreement to Purchaser, and at any time thereafter, Purchaser agrees upon request to provide Sponsor with written information about Purchaser's employment, financial and rental/ownership history. Such information obtained prior to countersignature may be used to determine Purchaser's qualification to purchase and own the Unit, but does not constitute a reservation or binding obligation on either the applicant or Sponsor. Sponsor has the right, without incurring any liability, to reject this Agreement without cause or explanation to Purchaser. This Agreement may not be rejected due to Purchaser's gender, sexual orientation, race, creed, color, national origin, ancestry, disability, marital status, or other ground proscribed by law.

26. Notices.

26.1 Any notice, election, demand, consent, request 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, addressed to Selling Agent at: the address set forth in the Plan, with a copy sent simultaneously and in like manner to Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York New York 10036, Attention: Jonathan H. Canter, Esq. 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, 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.

26.2 Sponsor hereby designates and empowers both Selling Agent and Sponsor's counsel (Kramer Levin Naftalis & Frankel LLP) as Sponsor's agents to give any notice to Purchaser under this Agreement (including, without limitation, a notice of default) in Sponsor's name, which notice so given shall have the same force and effect as if given by Sponsor itself.

27. Joint Purchasers. The term "Purchaser" shall be read as "Purchasers" if the Unit is being purchased by more than one person, in which case their obligations shall be joint and several.

28. Liability of Sponsor. Sponsor shall be excused from performing any obligation or undertaking provided for in this Agreement for so long as such performance is prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, sabotage, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor. Sponsor's time to perform such obligation or undertaking shall be tolled for the length of the period during which such performance was excused.

29. Further Assurances. Either party shall execute, acknowledge and deliver to the other party such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

30. 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.

31. Strict Compliance. Any failure by either party hereto to insist upon the strict performance by the other party 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 other party.

32. No Lien. Neither this Agreement nor any monies deposited hereunder or expended by Purchaser in connection herewith shall constitute a lien against the Unit, any other Units, or any other portion of the Building or the Land upon which it is situated, and Purchaser may not record this Agreement or a memorandum thereof.

33. Governing Law. The provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York applicable to contracts made and to be performed wholly in the State of New York, without regard to principles of conflicts of law.

34. Purchaser's Representations.

34.1 Purchaser represents that Purchaser has full right and authority to execute this Agreement and perform Purchaser's obligations hereunder. If Purchaser is not a natural person, Purchaser agrees to deliver at Closing, such documents evidencing Purchaser's authority as may be required by Purchaser's title company. Purchaser further represents that the Deposit

represents Purchaser's own funds and that no other party (other than Purchaser or Seller, as provided herein) has any right or claim to all or any portion of the Deposit.

34.2 Purchaser is not now, nor shall it be at any time prior to or at the closing of title, an individual, corporation, partnership, joint venture, trust, trustee, limited liability company, unincorporated organization, real estate investment trust or any other form of entity (collectively, a "Person") with whom a United States citizen, entity organized under the laws of the United States or its territories or entity having its principal place of business within the United States or any of its territories (collectively, a "U.S. Person"), is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") (including those executive orders and lists published by OFAC with respect to Persons that have been designated by executive order or by the sanction regulations of OFAC as Persons with whom U.S. Persons may not transact business or must limit their interactions to types approved by OFAC or otherwise. Neither Purchaser nor any Person who owns an interest in Purchaser is now nor shall be at any time prior to or at the closing of title a Person with whom a U.S. Person, including a "financial institution" as defined in 31 U.S.C. 5312 (a)(z), as periodically amended, is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the OFAC or otherwise.

34.3 Purchaser has taken, and shall continue to take until the closing of title, such measures as are required by applicable law to assure that the funds used to pay to Seller the Purchase Price are derived: (i) from transactions that do not violate United States law nor, to the extent such funds originate outside the United States, do not violate the laws of the jurisdiction in which they originated; and (ii) from permissible sources under United States law and to the extent such funds originate outside the United States, under the laws of the jurisdiction in which they originated. Purchaser is, and will at closing be, in compliance with any and all applicable provisions of the USA PATRIOT Act of 2001, Pub. L. No. 107-56, the Bank Secrecy Act of 1970, as amended, 31 U.S.C. Section 5311 et. seq., the Trading with the Enemy Act, 50 U.S.C. App. Section 1 et. seq., the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et. seq., and the sanction regulations promulgated pursuant thereto by the OFAC, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957.

34.4 The provisions of this Article shall survive the closing of title to the Unit or termination of this Agreement.

35. Agreement Not Contingent Upon Financing. The terms and provisions of this Agreement and Purchaser's obligations hereunder are not contingent upon Purchaser securing financing of the Purchase Price (or any portion thereof) stated in Article 3 of this Agreement, and Purchaser understands and agrees that Purchaser's failure to obtain such financing will not relieve Purchaser of Purchaser's obligations hereunder. Purchaser further understands and agrees that if Purchaser chooses to finance the purchase of the Unit through a lending institution and obtain a commitment therefrom, neither a subsequent change in the terms of such commitment, the expiration or other termination of such commitment, any change in Purchaser's

financial status or condition, nor any delay in or adjournment of the Closing, shall release or relieve Purchaser of Purchaser's obligations pursuant to this Agreement.

36. 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. The provisions of this Article shall survive closing of title or the termination of this Agreement.

37. Waiver of Jury Trial. Except as prohibited by law, the parties shall, and they hereby do, expressly waive trial by jury in any litigation arising out of, connected with, or relating to this Agreement or the relationship created hereby or in the Plan. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived. The provisions of this Article shall survive closing of title or the termination of this Agreement.

38. Waiver of Diplomatic or Sovereign Immunity.

38.1 Purchaser hereby waives any and all immunity from suit or other actions or proceedings and agrees that, should Sponsor or any of its successors or assigns bring any suit, action or proceeding in New York or any other jurisdiction to enforce any obligation or liability of Purchaser arising, directly or indirectly, out of or relating to this Agreement, no immunity from such suit, action or proceeding will be claimed by or on behalf of Purchaser.

38.2 As of the execution of this Agreement, Purchaser acknowledges and agrees that all disputes arising, directly or indirectly, out of or relating to this Agreement may be dealt with and adjudicated in the state courts of New York or the federal courts sitting in New York, and hereby expressly and irrevocably submits the person of Purchaser to the jurisdiction of such courts in any suit, action or proceeding arising, directly or indirectly, out of or relating to this Agreement. So far as is permitted under the applicable law, this consent to personal jurisdiction shall be self-operative and no further instrument or action shall be necessary in order to confer jurisdiction upon the person of Purchaser in any such court.

38.3 Purchaser irrevocably waives, to the fullest extent permitted by law, and agrees not to assert, by way of motion, as a defense or otherwise in any suit, action or proceeding arising, directly or indirectly, out of relating to this Agreement, brought in the state courts in New York or the federal courts sitting in New York: (i) any objection which it may have or may hereafter have to the laying of the venue of any such suit, action or proceeding in any such court; (ii) any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; or (iii) any claim that it is not personally subject to the jurisdiction of such courts. Purchaser agrees that final judgment from which Purchaser has not or may not appeal or further appeal in any such suit, action or proceeding brought in such a court shall be conclusive and binding upon Purchaser and, may so far as is permitted under the applicable law, be enforced in the courts of any state or any federal court and in any other courts to the

jurisdiction of which Purchaser is subject, by a suit upon such judgment and that Purchaser will not assert any defense, counterclaim, or set off in any such suit upon such judgment.

38.4 Purchaser agrees to execute, deliver and file all such further instruments as may be necessary under the laws of the State of New York, in order to make effective the consent of Purchaser to jurisdiction of the state courts of New York and the federal courts sitting in New York and any other provisions of this Article 38.

38.5 Nothing in this Article 38 shall affect the right of Sponsor to bring proceedings against Purchaser in the courts of any jurisdiction or jurisdictions.

38.6 The provisions of this Article 38 shall survive the closing of title or the termination of this Agreement for the purpose of any suit, action, or proceeding arising directly or indirectly, out of or relating to this Agreement.

38.7 In the event Purchaser is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity), such Purchaser shall hereby be deemed to have designated and hereby designates C.T. Corporation System, having its offices, at the date hereof, at 111 Eighth Avenue, New York, New York 10011 as its duly authorized and lawful agent to receive process for and on behalf of Purchaser in any state or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with this Agreement.

38.8 If Purchaser is a foreign mission, as such term is defined under the Foreign Missions Act, 22 U.S.C. 4305, Purchaser shall notify the United States Department of State prior to purchasing a Unit and provide a copy of such notice to Sponsor. Sponsor shall not be bound under this Agreement unless and until the earlier to occur of: (i) a notification of approval is received from the Department of State; or (ii) sixty (60) days after Purchaser's notice is received by the Department of State.

39. 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.

40. 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 term "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 otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Agreement.

41. Captions. The captions in this Agreement are for convenience and reference only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

42. Successors and Assigns. Subject to the provisions of Article 25 hereof, the provisions of this Agreement shall bind and inure to the benefit of Purchaser and Purchaser's

heirs, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of Sponsor and its successors and assigns.

43. No Oral Changes. This Agreement, or any provision hereof, cannot be orally changed, terminated or waived. ANY CHANGES OR ADDITIONAL PROVISIONS MUST BE SET FORTH IN A RIDER ATTACHED HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES AND WHICH REFERS TO THIS AGREEMENT.

44. Counterparts. This Agreement and any Rider(s) which may be annexed hereto may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. A facsimile signature on this Agreement (or any such Rider(s)) shall be acceptable and be deemed binding. The party tendering such facsimile signature shall provide the other party with original counterparts of the signature page promptly after delivery of the facsimile signature page, although the failure to do so shall not invalidate the effectiveness of the facsimile signature.

45. Rule of Construction. There shall be no presumption against the drafter of this Agreement or the Plan.

46. Section 1031 Exchange. Sponsor hereby acknowledges that the acquisition of the Unit hereunder may be in connection with a tax deferred exchange under §1031 of the Internal Revenue Code and that Purchaser (except as prohibited by paragraph 23 of this Agreement) may be assigning all of its rights and obligations hereunder to a qualified intermediary as part of, and in furtherance of, such tax deferred exchange. Sponsor hereby agrees to reasonably assist and cooperate in such tax deferred exchange, provided, however, that: (i) any action taken in connection with such tax deferred exchange or requested of Sponsor shall not result in any cost, expense or liability on the part of Sponsor or increased risk to Sponsor relating to the transaction contemplated by this Agreement (and, among other things, Purchaser acknowledges that a fee may be payable to Sponsor's Counsel in connection with the review of any documentation related to such tax-deferred exchange); (ii) no action or failure on the part of Purchaser (or any other party to such tax deferred exchange) or cooperation on the part of Sponsor in connection with or related to said tax deferred exchange will frustrate the purpose of this Agreement or otherwise result in a reduction of Sponsor's rights, remedies and privileges under this Agreement or increase any of Sponsor's obligations or duties under this Agreement or otherwise; and (iii) Sponsor shall not be obligated, as part of any tax deferred exchange, to convey any property (other than the Unit), acquire any property, or accept any form of payment in respect of the amounts due hereunder other than as set forth herein. Purchaser shall indemnify and shall hold Sponsor harmless from and against any and all costs, expenses, fees (including, without limitation, reasonable attorneys' fees) or liabilities incurred by Sponsor in connection with or resulting from the said tax deferred exchange, and such indemnity shall survive the closing of title or the termination of this Agreement. Notwithstanding the foregoing, Sponsor makes no representation and expresses no opinion with respect to the applicability of §1031 of the Internal Revenue Code to the purchase or acquisition of a Unit.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth hereinabove.

SPONSOR:

345 East 37th Street Property Owner, L.L.C

By: _____
Name:
Title:

PURCHASER(s):

By: _____
Name:
Title:
Social Sec. Number
or Federal Tax ID:_____

PURCHASER(s):

By: _____
Name:
Title:
Social Sec. Number
or Federal Tax ID:_____

Purchaser acknowledges receipt of Offering Plan [and amendments] on _____ __, 201__

Initials of Purchaser(s):

_____ _____

SCHEDULE A

PERMITTED ENCUMBRANCES

1. Building and zoning laws and other regulations, resolutions and ordinances (including, but not limited to, any variances or use regulations) and any amendments thereto now or hereafter adopted.

2. The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations, all as set forth in the Amended and Restated Declaration and Condominium By-Laws (and the General Rules and Regulations made thereunder) and the Office By-Laws (and the Office Rules and Regulations made thereunder), the Power of Attorney from Purchaser to the Boards and the Floor Plans, all as may be amended from time to time.

3. Any declaration or other instrument affecting the Property which Sponsor deems necessary or appropriate to comply with any Law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the demolition, construction, alteration, repair or restoration of the Building or any portion or element thereof.

4. Consents by Sponsor or any former owner of the Land for the erection of any structure or structures on, under or above any street or streets on which the Property may abut.

5. Any easement or right of use in favor of any utility company for construction, use, maintenance or repair of utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles, connections and other equipment and facilities on, under and across the Property.

6. 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.

7. Any encumbrance as to which the Title Company (or the title insurance company that insures Purchaser's title to the Unit) would be willing to insure, at its regular rates and without additional premium, in a fee policy issued by it to Purchaser, that such encumbrance will not be collected out of or enforced against the Unit if it is a lien, or that such encumbrance is not a blanket lien encumbering the Common Elements.

8. 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 its permitted purposes.

9. Revocability of licenses for vault space, if any, under the sidewalks and streets and the lien of any unpaid vault tax.

10. Encroachments of trim, copings, retaining walls, stoops, bay windows, balconies, sidewalk elevators, fences, fire escapes, cornices, foundations, footings, chutes, fuel oil lines, drainage and standpipes, and similar projections, if any, on, over or under the Property or the streets, sidewalks or premises abutting the Property, and the rights of governmental authorities to

require the removal of any such projections, and variations between record lines of the Property and retaining walls and the like, if any.

11. Leases and service, maintenance, employment, concessionaire and license agreements, if any, of other Units or portions of the Common Elements.

12. The lien of any unpaid Common Charges, real estate tax, water charge or sewer rent, provided the same are adjusted at the closing of title.

13. The lien of any unpaid assessment payable in installments (other than assessments levied by the Board), except that Sponsor shall pay all such assessments due prior to the Closing Date and Purchaser shall pay all assessments due from and after such date (however, the then current installment shall be adjusted at the closing of title).

14. Franchise taxes and New York City Business Corporation taxes of any corporation in the chain of title, provided that the Title Company would be willing in a fee policy issued by it to Purchaser, to insure that such taxes will not be collected out of the Unit.

15. Standard printed exceptions contained in the form of fee title insurance policy then issued by the Title Company (or the title insurance company insuring Purchaser's title to the Unit).

16. Any Certificate of Occupancy for the Building, so long as the same permits, or does not prohibit, use of the Unit for its stated purposes.

17. Any lease or other occupancy agreement for the Unit made by Sponsor and Purchaser.

18. Any violations against the Property (other than the Unit) that are the obligation of the Board or another Unit Owner to correct.

19. Any state of facts which an existing survey or any other accurate survey or a personal inspection of the Property and the Unit would show; provided such state of facts would not prevent the use of the Unit for its stated purposes; although any encroachment of a portion of the Unit structure of common elements upon another Unit or Units or upon the Common Elements may remain undisturbed as long as the same shall stand.

20. All other easements, covenants, conditions, leases, agreements restrictions and matters of records.

ESCROW RIDER

To Agreement dated: _____ Covering Unit(s):_____
Sponsor: 345 East 37th Street Property Owner, L.L.C
Purchaser(s):_____
Escrow Agent: Kramer Levin Naftalis & Frankel LLP

This rider ("Escrow Rider") to the captioned Agreement shall constitute a written agreement among Sponsor, Purchaser and Escrow Agent with respect to the subject matter hereof. Capitalized terms used but not defined herein shall have the meanings ascribed thereto as set forth in the captioned Agreement and/or the Offering Plan, as applicable.

1. The law firm of Kramer Levin Naftalis & Frankel LLP, with an address at 1177 Avenue of the Americas, New York, New York 10036, telephone number 212-715-9448, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser under the captioned Agreement. Escrow Agent has designated the following attorneys to serve as signatories: Jonathan H. Canter, Jay A. Neveloff, Neil R. Tucker, James P. Godman and Tzvi Rokeach. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

2. Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of the Agreement or otherwise concerning the maintenance of release of the Deposit from escrow.

3. The Escrow Agent has established the escrow account at M&T Bank, 11 W 42nd St, New York, 10036 ("Bank"), a bank authorized to do business in the State of New York. Each escrow account is entitled "The Corinthian Office Condominiums Escrow Account" or similar name (each the "Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit (the FDIC limit in effect as of the filing date hereof). Any deposit in excess of $250,000 (or the FDIC limit in effect from time to time) will not be insured. Purchasers are also advised that if a Purchaser has any additional accounts at the Bank, the funds in said accounts will be added together with the deposit held in escrow and the aggregate of all funds held by the Bank will only be insured up to the FDIC's maximum coverage.

4. All Deposits received from Purchaser shall be made by unendorsed check drawn only on a member bank of the New York Clearing House Association made payable to "Kramer Levin Naftalis & Frankel LLP, as escrow agent."

5. The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts, which is fixed by the Bank (as defined above) and which will vary from time to time. As of February 10, 2016, such rate was 0.10%. The actual initial interest rate for the Escrow Account with respect to Purchaser's Deposit shall be set forth in the notice to be sent to Purchaser (as described below). As noted, the interest rate on such accounts will fluctuate and

neither Sponsor nor Escrow Agent makes any representation regarding the rates that will be in effect from time to time or the actual rate of interest on, or the interest that may accrue for any particular account or for Purchaser, from time to time. Interest shall begin to accrue upon placing the Deposit into the Escrow Account, however, no interest will be earned until the Deposit check is deposited with and collected by the Bank and provided that the Purchaser has delivered the required number of completed and signed Form W-9 (Request for Taxpayer Identification Number) in the form reproduced as Exhibit 1A in Part II of the Plan or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding) in the form reproduced as Exhibit 1B in Part II of the Plan, as applicable, to Sponsor or Selling Agent at the time Purchaser tenders the Deposit and the Agreement. If Purchaser does not deliver the Form W-9 or Form W-8BEN, as applicable, the Deposit will be deposited in a non-interest-bearing escrow account at the aforesaid bank until the Form W-9 or Form W-8BEN has been delivered, and neither Sponsor, Selling Agent, the Escrow Agent nor the Bank shall be liable for interest for the period prior to the delivery of such form. Interest, if any, will not be earned after a withdrawal is made from the Escrow Account in anticipation of the closing. All interest earned on Purchaser's Deposit shall be paid to or credited to Purchaser at closing unless Purchaser has defaulted and Sponsor is entitled to retain the Deposit. No fees of any kind may be deducted from the Escrow Account, and Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

6. Within ten (10) business days after the Agreement has been "tendered" (as defined below) to Escrow Agent along with the Deposit and countersigned by Sponsor, Escrow Agent shall sign the Agreement and place the Deposit into the Escrow Account. Escrow Agent shall notify the Purchaser that such funds have been placed in the Bank by providing written notice to Purchaser and Sponsor, confirming the deposit. The notice shall provide the account number and the initial interest rate to be earned on the Deposit. Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of a written agreement between Purchaser and Sponsor. As used in this Section of the Plan, "tender" or "tendered" means the date delivered by hand or five (5) business days after being sent by mail or courier. If any Deposit check is received by Sponsor or Selling Agent, it will be delivered promptly to Escrow Agent in order that the notice confirming such Deposit may timely be sent to Purchaser.

7. 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 and execution of the Agreement by Sponsor, Purchaser and Escrow Agent, then Purchaser may cancel the Agreement within ninety (90) days after tender of the Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 120 Broadway, 23rd Floor, New York, N.Y. 10271. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.

8. All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Agreement, are and shall continue to be the Purchaser's money, and may not

be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h.

9. [Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-3(2-b) and 352-h. For purposes hereof, "consummation of the Plan" shall mean the occurrence of the First Closing after acceptance by the Department of Law of an amendment declaring the Plan effective and the recording of the Declaration in the City Register's Office.][1]

10. The Escrow Agent shall release the Deposit if so directed:

(a) pursuant to terms and conditions set forth in the 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) immediately above, and 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 Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and Escrow Agent shall provide further written notice to both parties informing them of said release. If Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (a) through (c) immediately 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 Building is located and shall give written notice to both parties of such deposit.

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

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

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

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

11. Any provision of any Agreement or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of Escrow Agent holding any

[1] Deficiency Comment #36

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 Agreement, Plan, or any amendment thereto.

12. Escrow Agent shall maintain the Escrow Account under its direct supervision and control.

13. A fiduciary relationship shall exist between Escrow Agent, and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations, in each case, to the extent applicable under GBL §§ 352(e)(2-b) and 352(h).

14. Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under the Agreement or this Escrow Rider and which is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof.

15. Sponsor agrees that Sponsor and its agents, including any selling agents, shall deliver the Deposit received by them prior to closing of the Unit to a designated attorney who is a member of or employed by Escrow Agent, within two (2) business days of tender of the Deposit by Purchaser.

16. Sponsor agrees that it shall not interfere with Escrow Agent's performance of any 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.

17. Sponsor shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from Purchaser and deliver such form to Escrow Agent together with the Deposit and this Agreement.

18. 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.

19. Sponsor agrees to defend, indemnify and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with the Agreement or this Escrow Rider or the performance or non-performance of Escrow Agent's duties under the Agreement, this Escrow Rider or the Plan, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the obligations set forth in the Agreement or this Escrow Rider, 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.

SPONSOR:

345 East 37th Street Property Owner, L.L.C

By:_____
Name:
Title:

PURCHASER(s):

By:_____
Name:
Title:

Social Sec. Number
or Federal Tax ID:_____

PURCHASER(s):

By:_____
Name:
Title:

Social Sec. Number
or Federal Tax ID:_____

ESCROW AGENT:

KRAMER LEVIN NAFTALIS & FRANKEL LLP

By:_____
Name:
Title: a partner

KL3 3074864 4

EXHIBIT 1A

FORM OF REQUEST FOR TAXPAYER IDENTIFICATION NUMBER (W-9)

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. *For federal tax purposes, you are considered a U.S.* person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- *An estate (other than a foreign estate); or*
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." *Exceptions specified in the saving clause may permit an* exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. ***Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.*** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you *must cross out item 2 in the certification before signing the form.*

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. *Custodian account of a minor* (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee) *b. So-called trust account* that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. *A valid trust, estate, or pension trust*	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

EXHIBIT 1B

FORM OF CERTIFICATE OF FOREIGN STATUS (W-8BEN)

Form **W-8BEN**

(Rev. February 2014)

Department of the Treasury
Internal Revenue Service

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)

► For use by individuals. Entities must use Form W-8BEN-E.
► Information about Form W-8BEN and its separate instructions is at *www.irs.gov/formw8ben*.
► Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do NOT use this form if:	**Instead, use Form:**
• You are NOT an individual	W-8BEN-E
• You are a U.S. citizen or other U.S. person, including a resident alien individual	W-9
• You are a beneficial owner claiming that income is effectively connected with the conduct of trade or business within the U.S. (*other than personal services*)	W-8ECI
• You are a beneficial owner who is receiving compensation for personal services performed in the United States	8233 or W-4
• A person acting as an intermediary	W-8IMY

Part I Identification of Beneficial Owner (see instructions)

1 Name of individual who is the beneficial owner

2 Country of citizenship

3 Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address.**

City or town, state or province. Include postal code where appropriate.

Country

4 Mailing address (if different from above)

City or town, state or province. Include postal code where appropriate.

Country

5 U.S. taxpayer identification number (SSN or ITIN), if required (see instructions)

6 Foreign tax identifying number (see instructions)

7 Reference number(s) (see instructions)

8 Date of birth (MM-DD-YYYY) (see instructions)

Part II Claim of Tax Treaty Benefits (for chapter 3 purposes only) (see instructions)

9 I certify that the beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.

10 ***Special rates and conditions*** (*if applicable—see instructions*): The beneficial owner is claiming the provisions of Article _____ of the treaty identified on line 9 above to claim a _____ % rate of withholding on (specify type of income): _____

Explain the reasons the beneficial owner meets the terms of the treaty article: _____

Part III Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income to which this form relates or am using this form to document myself as an individual that is an owner or account holder of a foreign financial institution,
- The person named on line 1 of this form is not a U.S. person,
- The income to which this form relates is:
  (a) not effectively connected with the conduct of a trade or business in the United States,
  (b) effectively connected but is not subject to tax under an applicable income tax treaty, or
  (c) the partner's share of a partnership's effectively connected income,
- The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country, and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. **I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.**

Sign Here ▶ _____ _____

Signature of beneficial owner (or individual authorized to sign for beneficial owner) Date (MM-DD-YYYY)

_____ _____

Print name of signer Capacity in which acting (if form is not signed by beneficial owner)

EXHIBIT 2

FORM OF OFFICE UNIT POWER OF ATTORNEY

OFFICE UNIT
POWER OF ATTORNEY

_____

to

THE OFFICE BOARD OF
THE CORINTHIAN OFFICE CONDOMINIUMS

THE CORINTHIAN OFFICE CONDOMINIUMS
345 East 37th Street (a/k/a 330 East 38th Street)
New York, New York 10016
Unit No. _____

County: New York
Block: 943
Lot: ____

Record and Return to:

_____

_____

_____

OFFICE UNIT
POWER OF ATTORNEY

All terms used in this Office Unit Power of Attorney that are used in that certain Declaration, dated as of December 18, 1987 by 645 First Avenue Manhattan Company pursuant to Article 9-B of the Real Property Law of the State of New York, establishing condominium ownership of the premises known as THE CORINTHIAN OFFICE CONDOMINIUMS, 345 East 37th Street (a/k/a 330 East 38th Street), New York, New York 10001 (hereinafter called the "**Condominium**"), which Declaration was recorded in the New York County Office of the Register of the City of New York (hereinafter called the "**Register's Office**") on April 14, 1988 as Reel 1389, Page 1469, which declaration was amended by the First Amendment to Declaration dated March 28, 1989, and recorded in the Register's Office on June 28, 1989 under Reel 1593, Page 2059, which declaration was further amended by the Second Amendment to Declaration dated November 9, 1992 and recorded in the Register's Office on December 2, 1992 under Reel 1923, Page 1938, which declaration was further amended by the Third Amendment to Declaration dated May 6, 2009 and recorded in the Register's Office on July 7, 2009 under CRFN 2009000204685 (as the same may have been further amended, hereinafter called the "**Declaration**"), shall have the same meanings in this Office Unit Power of Attorney as in the Declaration.

The undersigned: _____, having an office/residing at: _____, the owner of the condominium unit (hereinafter called the "**Unit**") known as Unit No. _____ at the Condominium, said Unit(s) being so designated and described in the Declaration and also designated as Tax Lot ____ in Block 943 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Bureau of the City of New York and on the Floor Plans of the Condominium certified by Elemental Architecture LLC on April 14, 1988, and filed with the Real Property Assessment Bureau of The City of New York on April 14, 1988, as Condominium Plan No. 528 and also filed in the City Register's Office on April 14, 1988, as Map No. 4757, as amended by the amended Floor Plans of the Building certified by Elemental Architecture LLC on December 2, 1992, and filed with the Real Property Assessment Bureau of the City of New York on December 2, 1992, as Condominium Plan No. 528-B and also filed in the City Register's Office on December 2, 1992, as Map No. 5161, as further amended by the amended Floor Plans of the Building certified by Elemental Architecture LLC on May 6, 2009, and filed with the Real Property Assessment Bureau of the City of New York on July 7, 2009, as Condominium Plan No. 528-C and also filed in the City Register's Office on July 7, 2009, as CRFN 2009000204686, [does/do] hereby irrevocably nominate, constitute and appoint the persons who may from time to time constitute:

(A) the Office Board of the Condominium (the "**Office Board**"), jointly true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as members of the Office Board, or in the name of their designee (corporate or otherwise), but subject in all respects to the provisions of the Declaration, Condominium By-Laws and the Office By-Laws (collectively, the "**Condominium Documents**"), then in effect, to:

(i) acquire or lease in the name of the Office Board or its designee, corporate or otherwise, on behalf of all Office Unit Owners, title to any Office Unit, together with its appurtenant Common Interest from any Office Unit Owner desiring to sell, convey,

transfer, assign or lease the same, upon such terms and conditions as shall be approved by the Office Board in its reasonable discretion:

(a) in connection with the enforcement of the Office Board's lien for unpaid Office Common Charges;

(b) whose owner desires to surrender the same pursuant to the Office By-Laws; or

(c) that becomes the subject of a foreclosure or other similar sale or with respect to which liens for real estate taxes are being sold;

(ii) convey, sell, lease, mortgage, or otherwise deal with (but not to vote the Common Interest appurtenant to) any Office Unit so acquired or to sublease any Office Unit so leased by them, without the necessity of any authorization by the Office 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 and to said Office Unit which the undersigned could do if personally present; and

(iii) execute, acknowledge, deliver and (if determined to be necessary or desirable by said attorneys-in-fact) cause to be recorded in the Register's Office:

(a) any declaration or other instrument affecting the Office Section and/or the Condominium that the Office Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution, or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority (including, without limitation Chapter 3 of Title 25 of the New York City Administrative Code) applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Office Section or the Condominium; or

(b) following due authorization by any affected Office Unit Owner(s) to the extent required in the Condominium Documents, any consent, covenant, restriction, easement or declaration, or amendment thereto, affecting the Condominium, the Office Section or any of the Common Elements, in each case that the Office Board deems necessary or appropriate.

The acts of a majority of such persons constituting the Office Board shall constitute the acts of said attorneys-in-fact.

This Office Unit Power of Attorney shall be irrevocable; and

(B) 345 East 37th Street Property Owner, L.L.C. (in its capacity as Sponsor of the Condominium Offering Plan for the Office Section, the "Sponsor"), true and lawful attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, in the name of its designee (corporate or otherwise), but subject in all respects to the provisions of the Condominium Documents, then in effect to:

(i) amend the Declaration and to effectuation rights granted to Sponsor under the Condominium Documents and the Offering Plan; and

(ii) consent on behalf of each Unit Owner, as a party in interest, to any declaration or other agreement effecting a merger or division of the zoning lot in which the Property is located, with any other tax lots to form a single zoning lot (the "**Merger**") for the purpose of transferring to or from Sponsor, or its successors or assigns, all or any portion of the Development Rights.

This Office Unit Power of Attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned (has) (have) executed this Office Unit Power of Attorney as of the ___ day of _____, 201__.

_____

_____

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(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

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(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of _____, County of _____ and State of _____.

_____
Notary Public

EXHIBIT 3

FORM OF OFFICE UNIT DEED

OFFICE UNIT DEED

345 EAST 37TH STREET PROPERTY OWNER, L.L.C

TO

_____

THE CORINTHIAN OFFICE CONDOMINIUMS
345 East 37th Street (a/k/a 330 East 38th Street)
New York, New York 10016
Unit _____

County: New York
Block: 943
Lot:

Record and Return to:
_____
_____
_____
_____

OFFICE UNIT DEED

THIS INDENTURE is made the ___ day of _____, 20__, by and between 345 EAST 37TH STREET PROPERTY OWNER, L.L.C, a Delaware limited liability company having an address at c/o 60 Guilders, LLC, 370 7th Avenue, New York, NY 10001 (hereinafter called "**Grantor**") and _____, having an address at _____ (hereinafter called "**Grantee**").

W I T N E S S E T H:

That Grantor, in consideration of Ten ($10.00) Dollars and other valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and release unto Grantee, and the heirs or successors and assigns of Grantee, forever:

The Office Unit (hereinafter called the "**Unit**") in the building (hereinafter called the "**Building**") known as THE CORINTHIAN OFFICE CONDOMINIUMS and by the street address 345 East 37th Street (a/k/a 330 East 38th Street) New York, Borough of Manhattan, City, County and State of New York, said Unit being designated and described as Unit _____ in that certain declaration, dated as of December 18, 1987, made by Grantor pursuant to Article 9-B of the Real Property Law of the State of New York (hereinafter called the "**Condominium Act**") establishing condominium ownership of the Building and the land (hereinafter called the "**Land**") upon which the Building is situate (which Land is more particularly described in Schedule 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 **"City Register's Office"**) on April 14,1988 under Reel 1389 Page 1469, as amended by that certain First Amendment to Declaration dated March 28, 1989, and recorded in the Register's Office on June 28, 1989 under Reel 1593 and Page 2059, as amended by that certain Second Amendment to Declaration of The Corinthian Office Condominiums dated as of November 9, 1992 and recorded in the City Register's Office on December 2, 1992 under Reel 1923 and Page 1938, as further amended by that certain Third Amendment to Declaration dated as of May 6, 2009 and recorded in the City Register's Office on July 7, 2009 under CRFN 2009000204685, (which declaration, and any amendments thereto, are hereinafter collectively called the "**Declaration**"). The Unit is also designated as Tax Lot _____ in Block 943 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Bureau of The City of New York and on the Floor Plans of the Building certified by Elemental Architecture LLC on April 14, 1988, and filed with the Real Property Assessment Bureau of The City of New York on April 14, 1988, as Condominium Plan No. 528 and also filed in the City Register's Office on April 14, 1988, as Map No. 4757, as amended by the amended Floor Plans of the Building certified by Elemental Architecture LLC on December 2, 1992, and filed with the Real Property Assessment Bureau of the City of New York on December 2, 1992, as Condominium Plan No. 528-B and also filed in the City Register's Office on December 2, 1992, as Map No. 5161, as further amended by the amended Floor Plans of the Building certified by Elemental Architecture LLC on May 6, 2009, and filed with the Real Property Assessment Bureau of the City of New York on July 7, 2009, as Condominium Plan No. 528-C and also filed in the City Register's Office on July 7, 2009, as CRFN 2009000204686;

together with an undivided _____% interest in the Common Elements (as such term is defined in the Declaration) of THE CORINTHIAN OFFICE CONDOMINIUMS;

together with the appurtenances and all the estate and rights of Grantor in and to the Unit;

together with, and subject to, all of the rights, obligations, easements, restrictions and other provisions set forth in the Declaration, the Condominium By-Laws (as defined in the Declaration) as may be amended from time to time (said By-Laws and any amendments thereto are hereinafter collectively called the "**Condominium By-Laws**"), and the Office By-Laws (as defined in the Declaration) as the same may be amended from time to time (said By-Laws and any amendments thereto are hereinafter collectively called the "**Office By-Laws"**; together with the Condominium By-Laws, the **"By-Laws"**), including, without limitation, the restrictions and other provisions with respect to the permitted uses of the Unit; all of which shall constitute covenants running with the Land and shall bind any person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein; subject also to such other liens, agreements, covenants, easements, restrictions, consents, other matters of record as pertain to the Unit, to the Land and/or to the Building (which Land and Building are hereinafter collectively called the "**Property**"). As more particularly describes in Schedule B annexed hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD the same unto Grantee, and the heirs or successors and assigns of Grantee, forever.

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to, the provisions of the Condominium Act, or if any provision that is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of Article 19 of the Declaration shall control.

Grantor covenants that Grantor has not done or suffered anything whereby the Unit has been encumbered in any way whatever, except as set forth in the Offering Plan and the Purchase Agreement (each as defined in the By-Laws), and the Declaration and By-Laws. This covenant is for the personal benefit of Grantee only and cannot be assigned to, exercised by, or inure to the benefit of any other person or entity, including, without limitation, any insurer of Grantee's title or successor to Grantee's interest.

In the event of a claimed breach of any covenant of Grantor contained in the preceding paragraph, Grantee shall first seek recovery against Grantee's title insurer before proceeding against Grantor for any breach of such covenants, it being agreed that the liability of Grantor shall be limited to the extent only that any loss or damage shall not be covered by such title insurance. In the event that Grantee shall elect not to purchase title insurance, then the liability of Grantor shall be limited to the extent only that any loss or damage would not have been covered by the title insurance that was available to Grantee as of the date of this conveyance. The terms of any marked-up title binder issued by any title insurer that is a member of the New York State Land Title Association, Inc. in connection with any unit in the Building shall be conclusive evidence against Grantee of the title insurance coverage that was available to Grantee as of the date of this conveyance.

Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that Grantor will receive the consideration for this conveyance, and will hold the right to receive such consideration, as a trust fund for the purpose of paying the cost of the improvements at the Property required to be made by Grantor and will apply the same first to the payment of the cost of such improvements before using any part of the same for any other purposes.

Grantee hereby 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, including, without limitation, all the terms and provisions with respect to the permitted uses of the Unit.

This conveyance is made in the regular course of business actually conducted by Grantor. The Unit is not subject to a credit line mortgage.

The term "**Grantee**" shall be read as "**Grantees**" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, Grantor and Grantee have duly executed this indenture as of the day and year first above written.

345 EAST 37TH STREET PROPERTY OWNER, L.L.C,
a Delaware limited liability company

By:_____
Name:
Title:

PURCHASER:

_____
(Purchaser's Signature)

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(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

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(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of _____, County of _____ and State of _____.

_____
Notary Public

SCHEDULE A

DESCRIPTION OF THE LAND

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, bounded and described as follows:

The Unit known as Office Unit (the "Unit") in the building known as The Corinthian (the "Building") in the Borough of Manhattan, City, County and State of New York, designated and described as Office Unit in the Declaration establishing The Corinthian (hereinafter called the "Property"), under the Condominium Act the State of New York (Article 9-B of the Real Property Law of the State of New York), dated December 18, 1987, recorded in the Office of the City Register, New York County, on the 14th day of April, 1988, in Reel 1389 at Page 1469, as amended by the First Amendment to the Declaration dated March 28, 1989 and recorded June 28, 1989 in Reel 1593 at Page 2059, as amended by the Second Amendment to the Declaration dated July 20, 1989, recorded August 9, 1989 in Reel 1923 at Page 1938, as amended by the Third Amendment to the Declaration dated May 6, 2009 and recorded July 7, 2009 as CRFN 2009000204685 (hereinafter called the "Declaration"); and designated also as Block No. 943 Tax Lot No. 1001 on the floor plans and site plan (the "Floor Plans") of the Building, certified by John M. Schimenti, P.C., Architect, on December 15, 1987 and filed in the Real Property Assessment Department of the City of New York on April 14, 1988 as Condominium Plan No. 4757, as amended by the First Amendment to the Floor Plans of said building certified by John M. Schimenti, Architect, on March 31, 1989 and filed with the Real Property Assessment Department of the City of New York on June 20, 1989 as Condominium Plan NO. 528A and also filed in the Register's Office on June 28, 1989 as Condominium Plan No. 528A, Map No. 4907, as amended by the Second Amendment to the floor plans of said building certified by John M. Schimenti, Architect, on March 31, 1989 and filed with the Real Property Assessment Department of the City of New York on June 20, 1989 as Condominium Plan No. 528B and also filed in the Register's Office on August 9, 1989 as Condominium Plan No. 528B, Map No. 4920, as amended by Third Amendment to the floor plans of said building certified by John M. Schimenti, Architect, on April 6, 2009 and filed with The Real Property Assessment Department of The City of New York on June 26, 2009 as Condominium Plan No. 528C and also filed in the Register's Office on July 7, 2009 as Condominium Plan No. 528C, Map No. CRFN 2009000204686.

The land (the "Land") on which the building is located is described as follows:

TOGETHER with an undivided 8.625% percent interest appurtenant to the Unit in the Common Elements and the Office Limited Common Elements (as defined in the Declaration) of the Property (hereinafter called the "Common Elements").

ALL that certain parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the Southerly side of East 38th Street and the Westerly side of First Avenue;

RUNNING THENCE Southerly along the Westerly side of First Avenue, 197.50 feet to the corner formed by the intersection of the Northerly side of East 37th Street and the Westerly side of First Avenue;

THENCE Westerly along the Northerly side of East 37th Street, 411.00 feet to the corner formed by the intersection of the Northerly side of East 37th Street and the Easterly side of Tunnel Approach Street;

THENCE Northerly along the Easterly side of Tunnel Approach Street, 197.50 feet to the corner formed by the intersection of the Easterly side of Tunnel Approach Street and the Southerly side of East 38th Street; and

THENCE Easterly along the Southerly side of East 38th Street, 411.00 feet to the point or place of BEGINNING.

EXCEPTING THEREFROM ALL that portion of the parcel described below which lies below a horizontal plan having an

elevation of 306.62 feet, New York City Tunnel Authority datum, which datum, 300.00 feet, is equivalent to 2.653 feet above mean sea level at Sandy Hook, New Jersey, as established by the United States Coast and Geodetic Survey;

BEGINNING at the corner formed by the intersection of the Southerly side of East 38th Street with the Westerly side of First Avenue;

RUNNING THENCE along the Westerly side of First Avenue, South 00 degrees 00 minutes 15.6 second West, 71.70 feet;

THENCE North 80 degrees 25 minutes 04.3 second West, 2.60 feet to a point of curvature;

THENCE Southwesterly on a curve to the right having a radius of 469.50 feet, for a distance of 155.07 feet to the Northerly side of East 37th Street, which point is distant 91.41 feet Westerly from the corner formed by the intersection of the Westerly side of First Avenue with the Northerly side of East 37th Street;

THENCE along the Northerly side of East 37th Street, North 89 degrees 59 minutes 42.3 seconds West, 55.57 feet to a point of tangency;

THENCE Northeasterly on a curve to the left having a radius of 431.70 feet, for a distance of 111.98 feet to a point of tangency;

THENCE North 55 degrees 31 minutes 23.3 seconds West, 1.78 feet;

THENCE North 34 degrees 06 minutes 30.7 seconds East, 12.36 feet;

THENCE South 56 degrees 15 minutes 34.3 seconds East, 1.78 feet to the point of curvature;

THENCE Northeasterly on a curve to the left having a radius of 431.70 feet, for a distance of 26.60 feet to a point of tangency;

THENCE North 60 degrees 41 minutes 51.3 seconds West, 2.48 feet;

THENCE South 61 degrees 54 minutes 46.3 second East, 2.48 feet to the point of curvature;

THENCE Northeasterly on a curve to the left having a radius of 431.70 feet, for a distance of 68.79 feet to a point tangency;

THENCE North 60 degrees 41 minutes 51.3 seconds East, 2.48 feet;

THENCE South 61 degrees 54 minutes 46.3 seconds East, 2.48 feet to a point of curvature;

THENCE Northeasterly on a curve to the left having a radius of 431.70 feet, for a distance of 168.79 feet to a point of

tangency;

THENCE North 13 degrees 17 minutes 28.3 seconds West, 4.94 feet to the Southerly side of East 38th Street; and

THENCE along the Southerly side of East 38th Street, South 89 degrees 59 minutes 42.3 second East, 17.44 feet to the point or place of BEGINNING.

SCHEDULE B

Permitted Encumbrances

1. Building and zoning laws and other regulations, resolutions and ordinances (including, but not limited to, any variances or use regulations) and any amendments thereto now or hereafter adopted.

2. The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations, all as set forth in the Amended and Restated Declaration and Condominium By-Laws (and the General Rules and Regulations made thereunder) and the Office By-Laws (and the Office Rules and Regulations made thereunder), the Power of Attorney from Purchaser to the Boards and the Floor Plans, all as may be amended from time to time.

3. Any declaration or other instrument affecting the Property which Sponsor deems necessary or appropriate to comply with any Law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the demolition, construction, alteration, repair or restoration of the Building or any portion or element thereof.

4. Consents by Sponsor or any former owner of the Land for the erection of any structure or structures on, under or above any street or streets on which the Property may abut.

5. Any easement or right of use in favor of any utility company for construction, use, maintenance or repair of utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles, connections and other equipment and facilities on, under and across the Property.

6. Any easement or right of use required by Sponsor or its designee to obtain a temporary, permanent or amended Certificate of Occupancy for the Office Section or any part of same.

7. Any encumbrance as to which the Title Company (or the title insurance company that insures Purchaser's title to the Unit) would be willing to insure, at its regular rates and without additional premium, in a fee policy issued by it to Purchaser, that such encumbrance will not be collected out of or enforced against the Unit if it is a lien, or that such encumbrance is not a blanket lien encumbering the Common Elements.

8. 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 its permitted purposes.

9. Revocability of licenses for vault space, if any, under the sidewalks and streets and the lien of any unpaid vault tax.

10. Encroachments of trim, copings, retaining walls, stoops, bay windows, balconies, sidewalk elevators, fences, fire escapes, cornices, foundations, footings, chutes, fuel oil lines, drainage and standpipes, and similar projections, if any, on, over or under the Property or the streets, sidewalks or premises abutting the Property, and the rights of governmental authorities to require the removal of

any such projections, and variations between record lines of the Property and retaining walls and the like, if any.

11. Leases and service, maintenance, employment, concessionaire and license agreements, if any, of other Units or portions of the Common Elements.

12. The lien of any unpaid Common Charges, real estate tax, water charge or sewer rent, provided the same are adjusted at the closing of title.

13. The lien of any unpaid assessment payable in installments (other than assessments levied by the Board), except that Sponsor shall pay all such assessments due prior to the Closing Date and Purchaser shall pay all assessments due from and after such date (however, the then current installment shall be adjusted at the closing of title).

14. Franchise taxes and New York City Business Corporation taxes of any corporation in the chain of title, provided that the Title Company would be willing in a fee policy issued by it to Purchaser, to insure that such taxes will not be collected out of the Unit.

15. Standard printed exceptions contained in the form of fee title insurance policy then issued by the Title Company (or the title insurance company insuring Purchaser's title to the Unit).

16. Any Certificate of Occupancy for the Building, so long as the same permits, or does not prohibit, use of the Unit for its stated purposes.

17. Any lease or other occupancy agreement for the Unit made by Sponsor and Purchaser.

18. Any violations against the Property (other than the Unit) that are the obligation of the Board or another Unit Owner to correct.

19. Any state of facts which an existing survey or any other accurate survey or a personal inspection of the Property and the Unit would show; provided such state of facts would not prevent the use of the Unit for its stated purposes; although any encroachment of a portion of the Unit structure upon another Unit or Units or upon the Common Elements may remain undisturbed as long as the same shall stand.

20. All other easements, covenants, conditions, leases, agreements restrictions and matters of records.

EXHIBIT 4

DESCRIPTION OF PROPERTY AND BUILDING CONDITION

Section 20.7 Description of Property and Specifications or Building Condition:

345 East 37th Street, New York, NY 10018

The following information is a result of site visits performed by Michael Zenreich Architect, PC, as well as based upon written reports prepared by CANY, LLC, Van Deusen & Associates and Horizon Engineering Associates LLP.

20.7(a) *Location and use of property.*

(1) *Address:* 345 East 37th Street, New York, NY, 10016
a/k/a 333-347 East 37th Street
a/k/a 645 1st Avenue
a/k/a 330 East 38th Street

(2) *Block/Lot:* 943/12

(3) *Zoning District:* C1-9 Local Retail District (Map 8d)

(4) *Use Groups:* 1,2,3,4,5,6,7,8,9,10,11,12.

As per the offering plan, these use groups permit, among other things, office and retail uses. Further, as per the offering plan, the intended use of the Buildings as described in the Plan will be in compliance with the current requirements of the Zoning Resolution.

20.7(b) *Status of construction.*

(1) *Year built:* 1953 (Cellar, Basement & 1st Floor/Mezzanine)
1990 (55-Story Tower above partially reconstructed base)

(2) *Class of Construction:* 1968 Code, Class 1A (Non-Combustible, 4-Hour Protected)

(3) *Certificate of Occupancy:* #110338 issued October 22nd, 1996 pursuant to Alteration Application #101280613

(4) *Alteration permit numbers and description of work done:* At this time there are no active alteration permits and no work proposed in conjunction with the proposed condominium subdivision of the Office Unit.

20.7(c) *Site.*

(1) *Size:* The area of the tax lot formerly known as tax lot 12 in tax block 943 is approximately 81,172.5 square feet. The 57-story building comprises Residential, Office and Garage condominium units and has a

gross floor area of approximately 937,058 square feet. Of that area, the Office Unit comprised comprises approximately 68,433 square feet.

(2) *Number of buildings and use:*

The site contains one (1) building, 333-347 East 37th Street.
The building is used and occupied as follows according to the Certificate of Occupancy:

(i) *Cellar*: Mechanical Equipment; Offices; Accessory Garage; Electrical Meter Room
(ii) *1st Floor/*: Offices; Bldg. Lobby; Compactor Room; Loading Dock; Mail Room; Mechanical Room;
(iii) *2nd Floor*: Offices
(iv) *3rd Floor*: Mechanical Rooms; Laundry Room; Health Club; Swimming Pool; Offices
(v) *4th through 55th Floors*: Class "A" Multiple Dwelling

Although the C of O indicates that the Office Unit use and occupancy as building located at the Cellar, First & Second floors, building signage and the latest amendment to the condominium declaration (528-C) refer to the same use/occupancy as being located on the First, Second and Third floors. For the sake of present consistency, this report employs the second terminology.

(3) *Streets owned or maintained by the project:*

The site is bounded on four sides by East 38th Street, 1st Avenue, East 37th Street and the Queens Tunnel Approach, all of which are public streets owned and maintained by the City of New York, New York.

(i) *Paving*: Existing asphalt road surface is in generally good condition;
(ii) *Curbing*: Existing curbing is concrete with steel facing and appears to be in good conditions at time of inspection;
(iii) *Catch basins, drainage*: There are no existing storm drains or catch basins present along the frontage of 333-347 East 37th Street, 645 1st Avenue and 330 East 38th Street;
(iv) *Street lighting*: There are four (4) single pole lamp fixtures approximately 20' tall located as follows: in front of the 345 East 37th Street commercial lobby entrance; at the corner of East 37th Street and 1st Avenue; on 1st Ave approximately 50' south of the corner of 1st Ave & East 38th Street; and in front of the 330 East 38th Street residential lobby entrance.
(v) *Code conformance*: The above mentioned items conform with local fire district and municipal building codes.

(4) *Drives, sidewalks and ramps:*

(i) *Paving*: Existing sidewalks and paved public plaza areas are constructed of concrete and are in generally good condition;
(ii) *Curbing*: Existing curbing is concrete with steel facing and appears to be in good condition at time of inspection.
(iii) *Catch basins, drainage*: Although it is assumed that a storm drainage system has been installed, there are no apparent storm drains or catch basins installed in the sidewalks or public plaza.

(iv) *Exterior lighting:* LED and/or halogen lamps are mounted on the exterior of the building along each frontage approximately 12 feet above the base plane at intervals of approximately 20 feet; there are two exterior sconces mounted 10 feet above the sidewalk at either side of the canopy located at the Office Unit lobby entrance; lastly, there are eight (8) single pole single lamp fixtures approximately 12 feet tall located at the public plaza which is situated on the easterly portion of the property fronted by First Avenue.

(v) *Code conformance*: The above mentioned items conform with local fire district and municipal building codes.

20.7(d) *Utilities.*

(1) *Electricity:*

Electricity is provided by Consolidated Edison Company (ConEd), a regulated company. Separate office suites within the Office Unit are either directly metered by ConEd or are sub-metered. For detailed information, refer to Section 20.7(o) "Electrical system." of this report.

(2) *Gas:*

Gas is provided by Consolidated Edison Company (ConEd), a regulated company. Natural gas is presently provided to both the Residential and Commercial Units via two 4" gas meters installed in parallel. It appears as if this service could be installed to serve future equipment as necessary. If additional load is to be applied to the gas lines, the line sizes should be assessed for the need to increase capacity

(3) *Water/sewer:*

Water and sewer service is provided by the City of New York. Domestic water is sub-metered between the tenants and supplies Residential, Commercial and Garage Units. The 2nd Floor and below is supplied via Domestic Water Street Pressure. The 3rd Floor and above is supplied via Gravity Tank. The Domestic Water House Pumps are located in the Cellar and constitute a shared system between the commercial and residential units and appear to be powered from the residential units. The Commercial Unit Domestic Water is sub-metered via two sub-meters located in the Cellar Garage and the 4th floor Mechanical Equipment Room. The Combination Domestic and Fire Reserve Storage Tank is of wood construction and located on the Main Roof (59th Floor) of the Residential Units; the capacity of the tank is approximately 10,000 gallons with 5,000 gallons for Domestic and 5,000 gallons for Fire Reserve. The building does not contain a domestic hot water riser with all floor serves by various types/sizes of domestic water located under sinks, above ceilings and in mechanical spaces.

(4) *Telephone/cable:*

Telephone and cable service will be provided by Verizon and/or other regulated companies. Presently telephone/cable service enters the building at East 38th Street on the street level near the parking garage entrance and goes to the 4th floor telecom room. From this location, service is distributed to each tenant space directly. Each tenant is responsible for their own billing.

20.7(e) *Sub-soil conditions.*

(1) Several cracks were observed in the perimeter foundation walls of the building, in isolated columns and floor beams, and in the basement slab, and may be associated with uneven building movements or settlements. In an isolated area, steel bolts and plates were also observed along what appeared to be a repaired portion of a concrete foundation wall. We recommend a structural engineer inspect these conditions to determine if additional investigation or structural repairs of these areas is warranted.

(2) Based on conversations with the building management staff, we understand that the building has not experienced flooding during storm events, including during Hurricane Sandy. Peeled paint was observed on several portions of the cellar walls; ponding water was observed below mechanical equipment at the first floor level above these general areas. The water from the mechanical equipment should be collected and disposed of in a controlled manner to prevent water from seeping into the first floor slab and to the basement level. Noticeable efflorescence was observed in a few locations over the perimeter foundation walls indicated that some moisture may be infiltrating through the perimeter foundation walls. Foundation waterproofing in these areas should be repaired. If the building foundations have not been waterproofed, then depending upon the future intended use of the cellar space, it may be beneficial to install foundation waterproofing to prevent passage of moisture and water thought the building foundation walls, so that future issues such as dampness, odors, and mold growth can be prevented. At a minimum, cellar area should be properly ventilated.

(3) The latest FEMA maps indicates that the building is located just outside Flood Zone X (shaded), which is defined as "Areas of 0.2% annual chance flood, areas of 1% annual chance flood with average depths of less than 1 foot or drainage areas less than 1 square mile, and areas protected by levees from 1% annual chance flood." Considering the general topography of the site area, mudslides or erosion are not likely. The building has not flooded in the past ten (1) years.

20.7(f) *Landscaping and enclosures.*

(1) *Grass cover:*

There is grass cover in and around the elevated planted bed(s) located in the public garden/plaza situated on the easterly side of the property fronted by First Avenue.

(2) *Plantings:*

There are plantings of shrubbery, small trees and flowering plants/bushes in and around the elevated planting bed(s) and landscaped areas of the public garden/plaza at the easterly portion of the property bounded by East 37th and 38th Streets and First Avenue; there are similar plantings around the exterior entrance door leading directly and exclusively to the Office Unit Suite(s) 111/211/211A located at 347 East 37th Street.

(3) *Trees:*

There are several trees planted around the premises. "Street trees" are planted in beds cut out of the sidewalk pavement approximately every 25' as follows: 10 trees on East 37th Street; 6 trees on First Avenue; and 8 trees on East 38th Street. Within the public plaza on the easterly side of the property fronted by First Avenue there are an additional 20 trees in circular beds planted symmetrically, 10 planted within each of two corner quadrants of the garden/plaza. There are many smaller shrub trees planted within in the landscaped planting bed(s) of the noted garden/plaza.

(4) *Fencing:*

There is no fencing installed in this property. However, around most of the street trees there is a low (approximately 2' high) wrought iron railing protecting each bed. Additionally, within the public plaza, there are 8 bicycle racks and 10 double back-to-back steel park benches installed symmetrically within the two corner quadrants of the garden/plaza. All equipment mentioned above appears to be in excellent condition.

(5) *Gates:*

There are no gates installed at this property.

(6) *Garden walls:*

There is a low garden retaining wall (approximately 2' high) constructed of brick arranged in a concentric design which separates the paved area of the garden/plaza from the planted area. See more below.

(7) *Retaining walls:*

The low garden retaining wall noted above separates the paved area of the garden/plaza from the planted area which slopes upward gently toward the residential driveway and entrance. The retaining wall completes a perimeter around the planted area and also separates the planted area from the residential driveway entrance. The design is symmetrical and concentric. There are no cracks apparent in the wall and other than superficial wear and tear, the wall appears to be in excellent condition.

(8) *Display Pools and fountains:*

Not applicable

20.7(g) *Building size.*

(1) *Total height:*

According to the Certificate of Occupancy (#110338), the legal height of the Building is 504'-00". Including the mechanical bulkhead and parapet, the Building is approximately 550'-0" tall.

(2) *Crawl spaces:*

No crawl spaces were identified in the building at the time of inspection.

(3) *Number of sub -cellars and cellars:*

There is one cellar in the building according to the Certificate of Occupancy. The cellar is used as the Office Unit Lobby entrance and contains the Garage Unit and mechanical rooms.

(4) *Number of floors:*

The building contains fifty-five (55) stories above grade (above the cellar). Floor Designations: The floor designations contained in this offering plan do not reflect the floor designations contained in the approved NYC Department of Buildings plans and Certificate of Occupancy. The following is a key to their relationships:

DOB Records	**Condo Offering**
Cellar	Cellar
	First
First	Second
Second	Third

(5) *Equipment rooms:*

There are equipment rooms located in the cellar, in the 1st floor and at the 3rd floor. Cooling towers serving the Office Unit are located in the mechanical equipment room (MER) at the First Floor and accessed from within the building and from the exterior of the building at its frontage along the Queens Midtown Tunnel Approach. Also located within this MER is the back-up generator for the elevators. The Elevator Machine Room itself is located in the cellar. The MER at the 3rd floor contains one of the domestic water service sub-meters serving the Office Unit; however the 3rd floor MER is otherwise entirely dedicated to the residential occupancy. There is a telecom room at the 4th floor from which both commercial and residential telephone/cable service is distributed.

(6) *Parapet:*

The parapet at the main roof is constructed of brick, capped by concrete and extends 4 to 5 feet above the finished roof surface; the parapet of the 4th floor roof (directly above the Office Unit) is constructed of brick, with concrete caps and an aluminum guard rail bolted into the inside face of the parapet; this parapet including the guard rail extends 4 to 5 feet above the level of the finished surface of the 4th floor roof. The guard rail was installed in 2013 in the course of upgrading the roofing system to increase the height of the parapet to meet NYC Building Code requirements (the pre-existing 1" roof insulation layer was replaced with a 4.5" layer of insulation which effectively shortened the brick parapet at the 4th floor). The brick parapet and aluminum guard rail extension appear to be in very good condition.

20.7(h) Structural system.

The Building foundation and structural walls are made of reinforced concrete. The primary structural system for the floors and roof are reinforced concrete supported by reinforced concrete columns.

(1) *Exterior:*

(i) *Walls:* The exterior of the building is composed of 4" face brick facing with a 4" concrete block wall back-up. Periodic façade inspection reports filed

with NYC Department of Buildings in compliance with Local Laws 10 of 1980 and 11 of 1998 indicate the following:

(i) Cycle 5 (Control #502921): OK-SAFE STATUS filed on 01/30/2002 by Vincent Stramandinoli, PE;

(ii) Cycle 6 (Control #602921): SWARMP-SAFE WITH A REPAIR & MAINTENANCE PROGRAM filed on 08/23/2005 by Vincent Stramandinoli, PE.

(iii) Cycle 7C (Control # 702921): SWARMP-SAFE WITH A REPAIR & MAINTENANCE PROGRAM filed on 02/19/2013 by Evan Petkanas, PE of Stone Engineering, PC (SEPC); this latest Local Law 11 report is attached as an exhibit to this report and indicates:

a. 6th Cycle facade status report filed SWARMP and identifies the following conditions:

i. Rusting is developing on the concealed shelf angles. The condition is most prevalent on the NE exposure, Apt. Lines L, M, N, and O although it does randomly appear in less pronounced stages in other areas uncommon to the NE exposure.

ii. Localized masonry cracks and joint failures: west wall, south planter area; west wall, south corner at 4th floor; south wall, east side 4th floor; south wall at 4th floor step crack at curved wall; south wall east end at 4th floor.

iii. At mechanical room roof parapet wall, the interior CMU contains open joints and is absorbing water.

iv. Open joints on interior side of the water tank enclosure wall.

b. SEPC performed visual/critical examination of exterior walls and appurtenances using high-powered binoculars and photographic technique from grade level.

c. The critical examination was augmented by inspections from suspended scaffolding at the roof level.

d. SEPC verified that the SWARMP conditions identified in the 6th Cycle Report have been addressed/corrected.

(iv) Cycle 8C: No report has been filed; the filing period is 02/21/2017-02/21/2019.

(ii) *Windows:* Windows are primarily double-glazed with aluminum frames.

(iii) *Landmark status:* The building is not a Landmarked building or located within a Landmarked district;

(2) *Parapets and coping:*

The parapet at the main roof is constructed of brick, capped by concrete and extends 4 to 5 feet above the finished roof surface; the parapet of the 4th floor roof (directly above the Office Unit) is constructed of brick, with concrete caps and a steel guard rail bolted into the inside face of the parapet; this parapet including the guard rail extends 4 to 5 feet above the level of the finished surface of the 4th floor roof. The parapet at the main roof (above the 55th Floor) was not inspected; the 4th Floor roof parapet appears to be in generally good condition.

(3) Chimneys and caps:

There are nine (9) aluminum exhaust and/or fresh air intake duct terminations on the 4th Floor roof above the Office Unit. The main roof above the 55th Floor and above the residential units was not inspected.

(4) Balconies and terraces:

At the 4th floor roof there is an open roof terrace circumscribing the 4th floor setback which is dedicated for the use of the Residential Units and is equipped with a 1/8 mile running track and lounge areas for sun-bathing. This terrace is part of the amenities of the physical fitness center located at the 4th floor. At the 2nd floor there are two roof terraces created by the setback of the exterior building wall at the Northeasterly and Southwesterly corners of the Building as exclusive accessories to Office Suites 208 and 202A, respectively. At the 3rd floor there are three roof terraces created by similar setbacks of the exterior building wall at the Northeasterly, Northwesterly and Southwesterly corners of the Building as exclusive accessories to Office Suites 312, 320 and 302, respectively. The roof terrace connected to Office Suite 208 at the NE corner of the 2nd floor was inspected and is described as follows as typical:

(i) *Deck finishes:* The deck is finished with concrete paving tiles, approximately 18" x 18"
(ii) *Balustrade:* not applicable.
(iii) *Railings:* not applicable.
(iv) *Copings:* concrete copings cap the brick parapet at the perimeter of the roof terrace and are worn but in generally good condition.
(v) *Soffits:* not applicable
(vi) *Doors to balconies and terraces:* the door to the one roof terrace which was inspected in Office Unit Suite 208 was of tempered glass and aluminum, self-closing assembly and appeared to be in good condition.

(5) *Exterior entrances:*

The primary entrance for the Office Unit is located on the Southerly side of the Building at 345 East 37th Street leading to the commercial lobby. The residential entrance is located on the Easterly side of the Building facing First Avenue. Other than an emergency egress via Stair B, the residential entrance is completely segregated from the commercial entrance.

There is one exterior entrance door leading directly and exclusively to the Office Unit Suite 111/211/211A located at 347 East 37th Street at the Southeasterly corner of the building set back from East 37th Street.

There is a double entrance door leading directly and exclusively to the Office Unit Suite 204 located at the corner of East 38th Street and the Queen Midtown Tunnel Approach at the Northeasterly corner of the building.

There are also exterior egress doors (not entrances) serving the Office Unit occupancy located as follows: one (1) egress door via Stair A opening directly to East 38th Street; one (1) emergency egress via Stair B via the residential lobby; and one (1) egress via Stair C leading to an egress corridor which open directly to East 37th street adjacent to but independent from the Office Unit lobby entrance.

The exterior entrances and exits are described in detail as follows:

(i) *Exterior doors and frames:*
   a. Office Unit Lobby Entrance:
      One 6' diameter revolving door and two 3' doors constructed of metal and glass. Each of the two 3' doors is equipped with an automatic opening device active by a

push-button to facilitate handicapped accessibility. Manufacturer unknown.

b. Suite 111/211/211A Entrance at 347 East 37th Street:
One 3' door constructed of metal and glass. Manufacturer unknown.

c. Suite 204 Entrance at the corner of East 38th & Tunnel Approach:
Two 3' doors constructed of metal and glass. Manufacturer unknow.

d. Stair A Egress Door to E. 38th Street
One 3.5' (42") metal fire-proof self-closing door in metal frame. Manufacturer unknown.

e. Stair B Egress to Residential Unit Lobby
One 3' metal fire-proof self-closing door in metal frame. Manufacturer unknown.

f. Stair C Egress Door to E. 37th Street:
One 3' metal fire-proof self-closing door in metal frame. Manufacturer unknown.

(ii) *Vestibule doors and frames:*

a. There is one vestibule located between the entrance from the cellar garage up the first floor lobby. The doors at either entry of the vestibule are 3' metal fire-proof self-closing doors in metal frames. Manufacturer unknown.

(iii) *Exterior stairs:*
There are no exterior stairs located at the 1st, 2nd or 3rd Floor.

(iv) *Railings:*
There are no exterior railings located at the 1st, 2nd or 3rd Floor.

(v) *Mail boxes:*
There are no mailboxes serving the Office Unit.

(vi) *Lighting:*
LED and/or halogen lamps are mounted on the exterior of the building along each frontage approximately 12 feet above the base plane at intervals of approximately 20 feet; additionally, there are two exterior sconces mounted 10 feet above the sidewalk at either side of the canopy above the Office Unit lobby entrance on East 37th Street.

(6) *Service entrances:*

There are two (2) service entrances accessing a loading dock, mechanical equipment room and service elevator which are located at the First Floor on the Westerly side of the Building facing the Queens Tunnel Approach.

(i) *Doors and frames:*

a. Loading Dock:
One 3' metal fire-proof self-closing door in metal frame. Manufacturer unknown.

b. Mechanical Equipment Room:
One 3' metal fire-proof self-closing door in metal frame. Manufacturer unknown.

(ii) *Gates:*
There are no exterior gates located at the Building.

(iii) *Exterior stairs:*
There are no exterior stairs at the service entrances noted.

(iv) *Railings:*
There are no exterior railings at the service entrances noted.

(7) *Roof structures:*

The roof of the Residential Units located above the 55th floor was not inspected and is not subject of this report. The roof of the Office Unit is located above the 3rd floor (the 4th floor Plaza Deck/Roof Terrace) and is subject of this report. This roof (28,200 square feet) was recently replaced; work was completed on October 23, 2012 and is under a 20-year warranty as described below. The roof appears to be in very good condition.

(i) *Type roofs for all areas:*

a. *Material:* Typical Plaza/IRMA style roofing system with KEMPEROL 2K-PUR liquid-applied resin membrane and KEMPEROL 165 Polyester Fleece Reinforcement adhered directly to the structural concrete slab covered by a drainage mat, insulation and concrete pedestal/paver system (see spec sheet attached).
b. *Insulation:* 4.5" of extruded polystyrene foam insulation.
c. *Surface finish:* Concrete pavers on pedestals.
d. *Bond or guarantee:* Kemperol System 20-Year Premier NDL Limited Warranty & Service Agreement; Completion Date: 10-23-2012; Project No: 12-156 (see attached);
e. *Flashing materials including counter flashing:*
Copper KEMPEROL 2K-PUR flashing installed along perimeter of roof at the base of the parapet/building wall.

(ii) *Drains:*

a. *Location:* Although not visible, it is assumed that area drains are located in the slab and tied into the building storm sewer drainage system.
b. *Gutters and leaders:* There are no gutters or leaders present on the 4th floor roof.

(iii) *Skylights:*

There are no skylights serving the Office Unit.

(iv) *Bulkheads:*

a. *Stairs:* There are no stair bulkheads at the 4th floor roof.
b. *Elevator:* There are no elevator bulkheads at the 4th floor roof.
c. *Other:* Not applicable.

(v) *Metal work at roof levels:*

a. *Exterior, metal stairs:* There are brief runs of exterior metal stairs at the 4th floor roof between the main level of the roof and raised areas. The commercial office occupancy has no access to the roof.
b. *Vertical ladders:* There are no vertical ladders at the 4th floor roof.
c. *Railings:* There is a steel railing approximately 18" high bolted to the inside face of the parapet and circumscribing the entire roof along its outside perimeter.
d. *Hatches to roof:* There is one hatch to the 4th floor roof from within the Stair C stair well accessed via a scuttle bolted to the wall at the mid-point landing between 3rd and 2nd floors.
e. *Other:* Not applicable.

(vi) *Rooftop facilities:*

The facilities of the 4th floor roof terrace (running track, tables, chairs, sun lounges, etc.) are for the exclusive use of the Residential Units only. There are no facilities at the roof dedicated for the use of the Office Unit.

(8) *Fire escapes:*

There are no fire escapes located at this Building.

(9) *Yards and courts:*

There are no courts located at this building. The only yard is located on the eastern side of the property bounded by First Avenue, East 37th and East 38th Streets. The yard is occupied by a through driveway linking East 37th and East 38th Streets serving the Residential Lobby, a raised planted area defined by a brick retaining wall and a public garden/plaza equipped with benches and bicycle racks.

(i) *Paving material:* The driveway pavement is asphalt on grade; the public garden-plaza pavement is concrete on grade.
(ii) *Drainage:* Although not visible, it is assumed that area drains are located in the landscaping and/or under the asphalt and concrete paved areas and connect toh the building's storm sewer drainage system.
(iii) *Stairs:* There are no stairs located in the yard(s).
(iv) *Fencing:* There is no fencing located in the yard(s);
(v) *Walls:* A low garden retaining wall separates the paved area of the garden/plaza from the planted area which slopes upward gently toward the residential driveway and entrance. The retaining wall completes a perimeter around the planted area and also separates the planted area from the residential driveway entrance. The design is symmetrical and concentric. There are no cracks apparent in the wall and other than superficial wear and tear, the wall appears to be in good condition.

(10) *Interior stairs:*

(i) *Number of stairs of each type:* There are three (3) main egress stairs—A, B & C—serving the Office Unit. Additionally there is one internal unenclosed egress/convenience stair located in the Office Unit Suite 111/211/211A located on the Southeasterly corner of the building.
(ii) *Enclosure:* The interior fire stairs are enclosed within a 2 hour rated C.M.U. partition painted on the interior of the stair.
(iii) *Stair construction:* The interior fire stairs are constructed out of steel stringers and a concrete tread and landing.
(iv) *Stringers:* Steel
(v) *Treads:* Concrete
(vi) *Risers:* Steel
(vii) *Guard rails:* Guardrails within the interior fire stairs are painted steel and/or aluminum tube railings, typical, and are located on either side of the stairs.
(viii) *Balustrade:* No balustrades were observed at the time of inspection.

(11) *Interior doors & frames:*

(i) *Unit entrance and interior doors and frames:*
Typical tenant-unit entrance doors are 3' metal fire-proof self-closing doors in metal frames. Manufacturer is unknown.
(ii) *Corridor doors and frames:*

Aside from the typical tenant-unit entrance doors, the only other corridor doors and frames lead to storage closets, equipment/utility rooms and the fire stairs. Typically these doors are 3' metal fire-proof self-closing doors in metal frames. Some of the storage closest have narrower doors, approximately 2' to 2'-10" wide but constructed similarly. Manufacturer is unknown.

(iii) *Roof doors, basement doors and frames:*

Doors and frames accessing the roof and cellar are 3' metal fire-proof self-closing doors in metal frames. Manufacturer is unknown.

(12) *Elevators:*

(i) *Number of passenger and service elevators:*

See attached appendix: VDA Elevator Assessment. There are two passenger elevators serving the Office Unit (PE1 & PE2); there is one passenger elevator used exclusively by Office Suite 211 (PE3); and there is one service elevator used by both the Office & Residential Units (SE1) but maintained by the Residential Unit:

a. PE1 & PE2: NYC Device Nos. 1P35223 & 1P35224
b. PE3: NYC Device No. 1P35827
c. SE1: NYC Device No. 1P35274

(ii) *Manufacturer, age of each and capacity:*

a. PE1 & PE2, NYC Device No's 1P35223 & 1P35224:
   These two (2) in ground passenger elevators appear to have been originally installed by the Otis Elevator company in the year 1988 at the time of the tower construction. In 2010 a comprehensive modernization was undertaken and completed by ThyssenKrupp Elevator utilizing predominantly their equipment. Each elevator has a load capacity of 2,500 pounds.
b. PE3: NYC Device No. 1P35827
   This elevator was manufactured and installed by the Dover Elevator Company in 1987/88 at the time of the building's construction. All equipment appears to be original installation with no subsequent upgrades serving two (2) floor landings with a capacity of 2,500 lbs.
c. SE1: NYC Device No. 1P35274
   We do not have particular knowledge of the conditions and are relying on information provided by the residential management company which states that the Manufacturer is OTIS, the most recent renovation in 2011. Elevator inspection cards indicate that the elevator's capacity is 20 persons, 3,000 Lbs. We cannot give an opinion on the condition or life expectancy of the item in question.

(iii) *Type of operation for each elevator by elevator number or location in building:*

a. PE1 & PE2, NYC Device No's 1P35223 & 1P35224:
   These two (2) elevators are located within the Office Unit lobby at 345 East 37th street operate as a duplex (two car group) with nominal operating speeds of 150 FPM. The elevators serve a total of three stops and are located at the

Office Unit Lobby and Vestibules at the 1st, 2nd and 3rd Floors.

b. PE3: NYC Device No. 1P35827
This elevator is located at 347 East 37th Street and serves Suite 211 exclusively serving two (2) floor landings, operating at a rated speed of 100 fpm.

c. SE1: NYC Device No. 1P35274
This elevator operates as a service/freight elevator and is shared by both Residential and Office Unit occupancies; it is rated as operating at a nominal speed of 800 FPM and serves all floors from the Cellar to 57th. We cannot give an opinion on the condition or life expectancy of the item in question as we do not have particular knowledge of the conditions and are relying on information provided by the residential management company.

(iv) *Automatic type of controls:*

a. PE1 & PE2, NYC Device No's 1P35223 & 1P35224:
The automatic type of control, called a "TAC-22" is a microprocessor-based controller designed and manufactured by the ThyssenKrupp Elevator Company (TKE); the "TAC-22" is a microprocessor-based system designed specifically for the hydraulic market where high velocity motor control is not required. Basic control of the pump motor and associated hydraulic control valves is achieved through microprocessor outputs. Speed and smoothness of operation is achieved more through mechanical valve adjustments rather than by adjustments to the microprocessor-based control systems. At the time of inspection, the systems were operating at or near the OEM and industry standards. The equipment would best be maintained by the manufacturer and incumbent service company, as there are presently no other qualified service contractors with a lengthy track record on this equipment.

b. PE3: NYC Device No. 1P35827
The automatic type of control manufactured by Dover is called "DMC-I Relay Logic" and appears to be the original system installed in 1987/88. As the system is nearing thirty (30) years of usage and the typical life expectancy is fifteen to twenty years, it is recommended that a complete modernization be implemented.

c. SE1: NYC Device No. 1P35274
We do not have particular knowledge of the conditions and are relying on information provided by the residential management company which states that the elevator's automatic type of control is a SWIFT Futura computerized system.

(v) *Floors served:*

a. PE1 & PE2: NYC Device Nos. 1P35223 & 1P35224:
These two (2) elevators serve floors 1, 2 & 3.

b. PE3: NYC Device No. 1P35827
This elevator serves floors LL & 1 (1st & 2nd Floors according to the CO) within Office Suite 211 and is used exclusively by that tenant/unit.

c. SE1: NYC Device No. 1P35274
Service between 1st Floor and the 57th Floor.

(vi) *Type:*

a. PE1 & PE2, NYC Device No's 1P35223 & 1P35224:
These elevators are oil hydraulic type passenger elevators with an in-ground jack system replaced during the 2010 modernization.

b. PE3: NYC Device No. 1P35827
This elevator uses a conventional direct plunger system with in-ground hydraulic cylinder.

c. SE1: NYC Device No. 1P35274
We do not have particular knowledge of the conditions and are relying on information provided by the residential management company which has not provided information for the type system employed by this elevator.

(vii) *Doors:*

a. PE1 & PE2, NYC Device No's 1P35223 & 1P35224:
These elevators have automatic double panel center-opening sliding doors with infrared sensors providing a clear opening of 42" W x 84" H. The car door operators are manufactured by GAL and provide solid-state, closed-loop, constant torque control. At the time of review the car door equipment appeared to be operating fairly well, required only minor cleaning and adjusting and has expended 25%-30% of its beneficial life cycle.

b. PE3: NYC Device No. 1P35827
This elevator has a single speed side slide door with infrared sensors providing a clear opening of 42" W x 84" H. All door-operating equipment employs Dover-manufactured safety interlocks, door tracks and hanger assemblies as well as power door operator.

c. SE1: NYC Device No. 1P35274
This elevator has one automatic double panel center-opening sliding door with infrared sensors.

(viii) *Location of machine rooms:*

a. PE1 & PE2, NYC Device No's 1P35223 & 1P35224:
The machine room for these two (2) elevators is located in the cellar parking garage of the building.

b. PE3: NYC Device No. 1P35827
The machine room for this elevator is located on the First Floor (LL).

c. SE1: NYC Device No. 1P35274
The machine room for this elevator is located on the 59th floor equipment tower.

(ix) *DC motor*

a. PE1 & PE1, NYC Device No's 1P35223 & 1P35224:
Not applicable.

b. PE3: NYC Device No. 1P35827
Not applicable.

c. SE1: NYC Device No. 1P35274
We do not have particular knowledge of the conditions and are relying on information provided by the residential management company which states that the elevator's motor is direct current (DC); no other information was provided.

(x) *AC motor-generator set:*

a. PE1 & PE2, NYC Device Nos. 1P35223 & 1P35224:
The alternating current (AC) motor operating in these elevators has soft start motor speed control and is an industry standard for elevator applications of this type and duty, speed and capacity. The motor has been employed for approximately five (5) years with the equipment appearing to be operating normally at the time of inspection with no abnormal sound or vibration noted.

b. PE3: NYC Device No. 1P35827
The alternating current (AC) motor operating in this elevator is a submersible pump with Dover I2 valves and a relay logic DMC-1 controlled. As the motor is nearing thirty (30) years of usage and the typical life expectancy is fifteen to twenty years, it is recommended that a complete modernization be implemented.

c. SE1: NYC Device No. 1P35274
Not applicable

(xi) *Other:*

a. PE1 & PE1, NYC Device No's 1P35223 & 1P35224:
Refer to the VDA elevator assessment attached hereto for more detailed information regarding the elevator machine room, hoistway and pit, car equipment, maintained conditions evaluation and mandated NYC inspection history.

b. PE3: NYC Device No. 1P35827
Refer to the VDA elevator assessment attached hereto for more detailed information regarding the elevator machine room, hoistway and pit, car equipment, maintained conditions evaluation and mandated NYC inspection history.

c. SE1: NYC Device No. 1P35274
NYC DOB records indicate that this particular device (1P35274) was removed on 04/02/2009. According to the residential management company this deletion is a filing error and will be addressed by the company contracted to maintain the residential elevators. Despite the filing error, elevator inspection cards are up to date for this particular device.

(13) *Elevator cabs:*

(i) *Kind (manufacturer):*

a. PE1 & PE1, NYC Device No's 1P35223 & 1P35224:
It appears that the cabs were manufactured and installed by the Otis Elevator company in the year 1988 at the time of the tower construction; however, the original equipment manufacturer cannot be substantiated.

b. PE3: NYC Device No. 1P35827
It appears that the cab of this elevator was manufactured and installed by the Dover Elevator company in 1987/88 at the time of the building's construction.

c. SE1: NYC Device No. 1P35274
We do not have particular knowledge of the conditions and are relying on information provided by the residential

management company which states that the elevator cab is OTIS.

(ii) *Floor (material):*

a. PE1 & PE1, NYC Device No's 1P35223 & 1P35224:
Polished marble tile.

b. PE3: NYC Device No. 1P35827
Tile floor with extruded aluminum saddle.

c. SE1: NYC Device No. 1P35274
Stainless steel with raised texture for traction.

(iii) *Walls (material):*

a. PE1 & PE1, NYC Device No's 1P35223 & 1P35224:
Plastic laminate (P-Lam).

b. PE3: NYC Device No. 1P35827
Stainless steel.

c. SE1: NYC Device No. 1P35274
Stainless steel.

(iv) *Ceiling (material):*

a. PE1 & PE1, NYC Device No's 1P35223 & 1P35224:
Domed ceiling constructed of stainless steel with a brass finish.

b. PE3: NYC Device No. 1P35827
Drop ceiling type, presumably acoustic tile.

c. SE1: NYC Device No. 1P35274
Drop ceiling type, presumably acoustic tile.

(v) *Lighting:*

a. PE1 & PE1, NYC Device No's 1P35223 & 1P35224:
The car and hall push buttons along with other "typical" signaling equipment is from the date of the recent modernization in 2010. The present devices employ modern LED light bulbs which are energy efficient and not prone to requiring frequent bulb replacement.

b. PE3: NYC Device No. 1P35827
The 1st Floor car call button in the car station panel needs to be relamped. The car interior is lit with recessed bulbs in cans in the drop ceiling. Emergency car lighting is provided.

c. SE1: NYC Device No. 1P35274
The car interior is lit with recessed can-lighting fixtures in the drop ceiling.

(vi) *Alarm, safety system:*

a. PE1 & PE1, NYC Device No's 1P35223 & 1P35224:
The elevators are equipped with the following emergency signals/operations:
- Fire Service: PER NYC
  - Phase I – Automatic: YES
  - Phase II Operation: YES
  - Signals/Engraving: NONE
  - Smoke Sensors: YES
- Emergency Power Provisions: NONE
- Emergency Car Lighting: NONE
- Emergency Car Communication; YES
- Emergency Car Alarms: YES
- Life Safety Provisions: N/A

b. PE3: NYC Device No. 1P35827

The elevator is equipped with the following emergency signals/operations:

- Fire Service: NONE
- Emergency Power Provisions: NONE
- Emergency Car Lighting: PROVIDED
- Emergency Car Communication: PROVIDED
- Emergency Car Alarms: PROVIDED
- Life Safety Provisions: N/A

c. SE1: NYC Device No. 1P35274

We do not have particular knowledge of the conditions and are relying on information provided by the residential management company which has not provided any information regarding alarm and safety systems for this item.

20.7(i) Auxiliary facilities.

(1) *Laundry rooms:*

There are no laundry facilities provided.

(2) *Refuse disposal:*

(i) *Incinerator(s):*

Not applicable.

(ii) *Compactor(s):*

Not applicable

(iii) *Approvals by authorities having jurisdiction:*

Each tenant is responsible for contracting independently for pick-up and disposal of regulated medical waste by a hauler licensed by the NYS Department of Health.

(iv) *Initial storage location:*

The commercial garbage is collected and initially stored in the trash room at the 3rd Floor.

(v) *Pick-up schedule, public or private:*

The commercial garbage is collected each evening by the on-site staff and placed in the 3rd Floor trash room. It is then placed along East 38th Street for pick-up by a private service.

20.7(j) Plumbing and drainage.

(1) *Water supply:*

The main domestic water service serves the Domestic Water Distribution for the Commercial Office Units via Domestic Water Meter #13063045:

(i) The Main Domestic Water Service is 6" with fiberglass insulation located in the Sub-Cellar and supplies the Residential, Commercial and Garage units. (SHARED SYSTEM)

(ii) The 2nd Floor and below is supplied via Domestic Water Street Pressure.

(iii) The 3rd Floor and above is supplied via Gravity Tank

(iv) The Domestic Water House Pumps are located in the Sub-Cellar are a shared system between the commercial and residential units and appear to be powered from the Residential Unit.
(v) The Commercial Unit Domestic Water is sub-metered via two sub-meters located in the Cellar Garage and 4th floor MER.
(vi) The main shut off is located at the water meter within the cellar as the water service enters the building.
(vii) Combination Domestic and Fire Reserve Storage Tank is of wood construction and located on the Main Roof (59th Floor) of the Residential Unit.
(viii) The Capacity is approx. 10,000 gallons with 5,000 gallons for Domestic and 5,000 gallons for Fire Reserve
(ix) Sub-meters are installed in the 4th Floor MER (serving the 3rd floor Suites) and Garage Level (Serving the 3nd floor and MEP equipment).
(x) The domestic water for the MEP serves the Cooling Tower Make-Up, Emergency Generator Cooling and the Condensate Collection Tank.

(2) *Fire protection systems:*

The Fire Protections System utilizes a Manual & Automatic Fire Pump and House Tank serving both Domestic Water and Fire reserve via Gravity Tank. (SHARED SYSTEM)

(i) Standpipe system
  a. Stair A - Street Level (38th Street to Floor 57) (SHARED SYSTEM)
  b. Stair B – Residential Lobby (Res. Lobby to Floor 57) (SHARED SYSTEM)
  c. Stair C - Street Level (37th Street to Floor 3) (COMMERCIAL SYSTEM)
  d. Standpipes: (SHARED SYSTEM)
    - Material – Mild Steel
    - Stair A – 6”Riser
    - Stair B – 6” Riser
    - Stair C – 4” Riser

(ii) Hose racks, hoses and nozzles:
  a. Stair A – Valve only
  b. Stair B – Valve only
  c. Stair C – Valve only
  d. Hose Racks – Commercial Unit, 4th Floor & Garage

(iii) Sprinkler heads and system:
  a. There is no sprinkler service in the Office Unit
  b. The existing sprinkler system serves:
    - 4th Floor Laundry Room supplied from Combination Standpipe System (RESIDENTIAL UNITS)
    - Garage & Compactor Chute supplied by Sprinkler Riser System (GARAGE & RESIDENTIAL UNITS)

(iv) Siamese connection:
  a. 1st Avenue:
    - Sprinkler – Garage & Compactor Chute (GARAGE & RESIDENTIAL UNITS)
    - Combination – Standpipe System & 4th Floor Laundry Room Sprinkler (SHARED SYSTEM)
  b. East 37th Street:
    - Sprinkler – Garage & Compactor Chute (GARAGE & RESIDENTIAL UNITS)

- Combination – Standpipe System & 4th Floor Laundry Room Sprinkler (SHARED SYSTEM)

c. Queens Midtown Tunnel Approach:
- Sprinkler – Garage & Compactor Chute (GARAGE & RESIDENTIAL UNITS)
- Combination – Standpipe System & 4th Floor Laundry Room Sprinkler (SHARED SYSTEM)

d. East 38th Street:
- Sprinkler – Garage & Compactor Chute (GARAGE & RESIDENTIAL UNITS)
- Combination – Standpipe System & 4th Floor Laundry Room Sprinkler (SHARED SYSTEM)

(3) *Water storage tank(s) and enclosures:*

(i) Number, type, location of each:
a. Combination Domestic and Fire Reserve Storage Tank is of wood construction and located on the Main Roof (above the 57th Floor) of the Residential Unit.

(ii) Material:
a. Wood construction, concealed within block wall enclosure.

(iii) Access to tank
a. Access to tank from the Main Roof and Ladder to Tank

(iv) Capacity (total gallons)
a. The total capacity is approximately 10,000 gallons

(v) Capacity (fire reserve)
a. The fire reserve capacity is approximately 5,000 Gallons

(4) *Water pressure and how maintained:*

Tank is filled via Domestic Water House Pump automatic to maintain level. Pressure to the Fire Protection System is thru the height of the tank and gravity feed.

(5) *Sanitary sewage system:*

Waste water from sinks, toilets and showers discharges into common sanitary risers which combine to one 12' house trap located in the cellar.

(i) Sewage piping: CAST IRON
(ii) Sewage pumps: N/A
(iii) Sewage disposal: PUBLIC via 14" main

(6) *Permit(s) required:*

Not applicable.

(7) *Storm drainage system:*

Storm water from roof retention system discharges through common storm risers which combine to one 10" house trap located in the cellar.

(i) Catch basins: N/A
(ii) Yards & roof drains:
a. Roof drains located on each roof and setback.
b. Yard/garden drains located at building entrances
(iii) Piping: CAST IRON

(iv) Sewage disposal: PUBLIC via 14" main
(v) Eject or sump pumps: N/A

20.7(k) Heating.

(1) *Heating and distribution of domestic hot water:*

Heating system description:

(i) Steam is provided from Con Edison and serves all Unit Owners. (SHARED SYTEM)
    a. 4" Meter # 23144
    b. 3" Meter # 23158
(ii) The Steam Pressure is reduced to 15psi via Pressure Reducing Stations prior to the Shared Steam Distribution.
(iii) The Commercial Unit is heated via Water Source Heat Pumps located in the Commercial Unit Lobby and within associated Office Suites. The temperature of the Condenser Water Loop serving the Water Source Heat Pumps is maintained by Steam to Water Tube & Shell Heat Exchanger.
(iv) Steam used by the Commercial Unit Heat Exchanger is not Sub-metered.
(v) The Commercial Unit Heating System appears to provide sufficient heating under design heating requirements based on the absence of complaints from the Commercial Unit Lobby and Office Suites.

Domestic hot water description:

(i) The Commercial Unit Office Suites utilize electric point of use domestic hot water heaters for Restrooms and sinks located within the space.
(ii) The Commercial Unit Common Area Restrooms utilize point of use domestic hot water heaters

(2) *Number of boilers and description*

Not applicable.

(3) *Manufacturer and age of boiler:*

Not applicable.

(4) *Manufacturer and age burners:*

Not applicable.

(5) *Type of controls:*

Steam to water heat exchanger utilized pneumatic controls to maintain temperature of the condenser water loop. Office suites utilize local thermostats.

(6) *Radiators, piping, insulation, valves, pumps:*

There are no radiators within the Office Unit. Steam, condensate return piping and condenser water piping is made of mild steel. Insulation is fiberglass. Valves are gate type and proper isolated installed.

(7) *Fuel*

Not applicable.

(8) *Location of oil tank, materials, enclosure:*

Not applicable.

(9) *Capacity of oil tank:*

Not applicable.

20.7(l) Gas supply.

(1) *Type:*

Type: Natural Gas (Con Edison) – SHARED SYSTEM

(2) *Meters:*

Gas Service serves the Residential and Commercial Units via two 4" Gas Meters installed in parallel: #T3123641 and #T3123642. Gas serves an emergency generator but otherwise, the Commercial Unit Gas Usage is not sub-metered

(3) *Piping:*

Gas piping is made of mild steel.

20.7(m) Air conditioning.

(1) *Type of system:*

The Office Unit is air conditioned via water source heat pumps within the each respective Office Suite and Main Lobby. The condenser water loop serving the heat pumps temperature is maintained by two forced draft cooling towers located in the street level Mechanical Equipment Room.

(2) *Central system:*

The manufacturer, model and capacity of this existing system serving the thirty-two (32) Units offered for sale is not known. The energy efficiency rating for all systems and equipment is not known.

(3) *Cooling towers, condensers:*

Two forced draft cooling towers are located in the street level Mechanical Equipment Room; the power supply for these cooling towers comes off the Office Unit service.

(4) *Individual units:*

The Office Unit is air conditioned via water source heat pumps within the each respective Office Suite and Main Lobby. These A/C units appear to be in good condition and to provide adequate air conditioning. Purchasers are purchasing their units in "as is" condition as of the date of the closing, and therefore the sponsor make no representation as to whether a unit will contain any type of HVAC system or as to the condition of any HVAC system within the unit at time of closing.

20.7(n) Ventilation.

(1) The Outside Air Ventilation for each Office Suite is ducted within the office space to the respective Heat Pumps.

(2) The Toilet Exhaust is provided via point of use toilet exhaust fans and discharge to the outside rom within the respective Office Suite.

20.7(o) Electrical system.

We do not have particular knowledge of the condition of the electrical system nor of its life expectancy; the following information is represented as facts provided by the Sponsor and its consultant(s):

(1) *Service from main service switchgear (amperes, voltage, phases, wire, protective equipment):*

The service for the commercial unit common areas and the Office Unit suites is of 208 Volt, 3-phase distribution with "Fused Disconnect" switches. Amperage ratings and wire sizes are unknown at this time.

(2) *Service to individual units (risers, etc.)*

The riser service to the individual units are unknown at this time; however, the circuit breaker panels located within the Office Unit suites are listed with section #5.

(3) *Compartment switch gear (location and floor of sectional meter boards and transformers supplying power to the meter boards):*

Switch gear and associated transformers are located in the Main Electrical Rooms located in the Garage Cellar and Residential Cellar areas. There are no designed meter boards; however, "Direct Meters" and "Sub-Meters" are located in various electrical rooms through-out the Office, Garage and Residential Units.

(4) *Unit service (ratings of fuses and circuit breakers); adequacy of electrical system to handle modern usage and appliances such as air conditioners, dishwashers and dryers:*

The ratings of the service and fuses are unknown at this time; however, based on previous operating procedures, there has been no reports of inadequate service to support the Office Unit Common Areas nor the office suites themselves.

(5) *Adequacy:*

The Office Unit common areas and the Office Unit suites have adequate power to support the current loads of the space. Current loads include plug loads, lighting, HVAC equipments and electric point of use domestic hot water heaters.

The lighting appears adequate at this time; however, upgrades to current technology and compliance with current energy code should be explored. Panels and outlets are located in the tenant space and appear to be adequate for their current use.

General Observation/Notes:

a. There are no available Electrical Riser drawings detailing the commercial and residential service(s).
b. The electrical switch gear (Con Edison) was inspected; however, it is not clear which service is dedicated to the Commercial Unit.
c. The Office Unit common area panel was inspected and it was noted that the Garage Unit load was removed from the panel. The panel currently services the common area lobby, the lights and the 1st floor mechanical equipment room (MER).
d. The individual office suites are either metered directly (Con Edison) or sub-metered; please, refer to the chart below for specific unit information.
e. The emergency generator serves the elevators and emergency lighting; the emergency generator is tested each week under no load; however, the automatic transfer switch is not tested. It was reported that the switch functioned properly during the last power outage.
f. The lighting is combination of fluorescent fixtures, wall sconces and recessed lighting. It appears that the majority of the light fixtures have undergone energy conservation measures such as the replacement of T12 with T8 fluorescents and LED's however the soffit and stair lighting utilize T12s.
g. The common area lighting utilized time clocks to secure lighting from 10:00 PM to 5:30 AM.
h. Electrical System – The Electric Distribution system is in fair condition; however, it is recommended that the distribution be surveyed to establish a riser diagram from the service to the floor panels with all meters and sub-meters indicated.
i. A chart of meter/sub-meter associations follows:

Floor	Suite	Electric Metering
2	201	Direct (ConEd)
2	202	Sub-Metered
2	202A	Sub-Metered
2	203	Direct (ConEd)
2	204	Direct (ConEd)
2	207	Direct (ConEd)
2	208	Direct (ConEd)
2	209	Direct (ConEd)
2	210	Direct (ConEd)
2	211	Direct (ConEd)
2	212	Direct (ConEd)
3	301	Sub-Metered
3	302	Sub-Metered
3	303	Sub-Metered
3	304	Sub-Metered
3	305	Sub-Metered
3	306	Sub-Metered

3	307	Sub-Metered
3	308	Direct (ConEd)
3	309	Direct (ConEd)
3	310	Direct (ConEd)
3	311	Direct (ConEd)
3	312	Sub-Metered
3	313	Sub-Metered
3	314	Direct (ConEd)
3	315	Direct (ConEd)
3	316	Direct (ConEd)
3	317	Sub-Metered
3	318	Sub-Metered
3	319	Sub-Metered
3	320	Sub-Metered
3	321	Sub-Metered
1-3	Common Areas	Direct (ConEd) Allocation

20.7(p) Intercommunication and/or door signal systems, security closed circuit TV.

(1) *Mode of operation:*

During regular business hours there is a doorman/security guard who is a member of the on-site building staff stationed at the public reception desk at the 1st floor lobby. Many patients of the medical suites sign in with this staff person who will telephone to the appropriate tenant-unit.

There are no door signal systems in the public area. Individual office suites may install door signal and buzzer-entry systems as suits the needs of each tenant-unit.
All public areas: lobby, elevator vestibules and corridors are equipped with fisheye closed circuit television cameras and monitored by the on-site staff.

20.7(q) Public area lighting.

(1) *Describe and state adequacy:*

(i) *Lobby:*
The main lobby of the building has numerous methods of lighting. The primary lighting is achieved with recessed can light fixtures. There are additional compact fluorescent lights installed in decorative sconces along the walls.

(ii) *Corridors/hallways:*
The corridors and hallways are primarily lit with fluorescent lights installed as part of the assembly within the acoustic tile drop ceiling. Additionally there are compact fluorescent lights installed in sconces along each wall. The corridors are also equipped with battery-backed up bi-directional double-bulb incandescent emergency lighting fixtures.

(iii) *Stair wells:*
The stair wells are primarily illuminated by fluorescent tube fixtures mounted horizontally on the wall(s) at each landing.

20.7(r) Garages and parking areas.

(1) *Location of garages:*

The cellar of the building is occupied by Tax Lot 1822, the "Garage Unit" wherein is operated a 24-hour commercial garage independent from the "Office Unit."

(2) *Location of parking areas*

All parking areas are located in the cellar "Garage Unit."

(3) *Surfaces:*

The surface of the garage floor is concrete (slab); the walls are painted CMU block; the ceiling is unfinished concrete slab.

(4) *Parking:*

Parking is attended and the parking facility operates 24 hours/day.

(5) *Garage ventilation:*

The garage is equipped with several louvered vents and other openings providing fresh air intake and exhaust fans and ducts discharge the interior atmosphere to the outside.

(6) *Garage fire protection:*

The garage is equipped with a sprinkler and standpipe system and is served by a fire alarm system connected to the fire alarm panel located in the Residential Lobby.

(7) *Drainage:*

Unknown. Presumably, the sanitary system (sinks, toilets, floor drains, etc.) discharge into common sanitary risers which combine into one 12' house trap located in the cellar.

20.7(s) Swimming pool(s).

(1) *Type (concrete, material composition) and location on the property:*

Within the Residential Unit health and fitness center located at the 4th floor there is one lap swimming pool of cold steel construction with a fiberglass liner and one Jacuzzi constructed entirely of stainless steel. We do not have particular knowledge of the condition of these swimming pools nor of their life expectancy; this information is represented as facts provided by the Residential Unit management.

(2) *Size including length, width, depth and approximate number of bathers permitted*

at any time:

The swimming pool is 4' deep, 50' long and 26' wide; the swimming pool capacity is thirty-one (31) bathers. The Jacuzzi is 4' deep and measures 7' by 10'; the Jacuzzi capacity is seven (7) bathers.

(3) *Enclosure (material including roof):*

Both the swimming lap pool and the Jacuzzi are enclosed in an aluminum and glass, standard storefront assembly inclusive of a skylight.

(4) *Pumping and filter system (describe material):*

The pump and filter system for both the swimming and lap pool are based on dual sand filters.

(5) *Water heating equipment or usage of buildings' hot water (feed or heat exchangers):*

The entire fourth floor health and fitness center including the pool and Jacuzzi are supplied by steam powered heat exchangers on the fourth floor which are separate from the rest of the Residential Unit's water heating equipment.

(6) *If on building roof, specify structural support:*

The pool is not located on the building's roof.

20.7(t) Tennis courts, playgrounds and recreation facilities.

(1) *Tennis courts:*

Not applicable.

(2) *Playgrounds:*

There are no playgrounds within the Office Units.

There is a small playground on the 4th floor roof deck which is part of a child care amenity offered within the health & fitness center located at the 4th floor.

(3) *Other recreational facilities:*

There are no recreational facilities within the Office Units.

There is a health and fitness center located at the 4th floor and 4th floor roof deck which comprises various areas and equipment including free weights, weight-training and cardio machines, a golf simulator, a yoga/dance/exercise studio, an out 1/8 mile running track on the roof terrace, locker rooms, swimming pool, jacuzzi, sauna, steam room, lounges and a kitchen.

20.7(u) Permits and certificates.

Not applicable.

20.7(v) Violations.

(1) *DOB Violations:*

The following sixteen (16) NYC Department of Buildings violations are active as of 01/08/2016:

(i) 070192LL10/801324NRF – Local Law 10/80 Façade – 07/01/1992
(ii) 032602LL629102879 – Local Law 62/91 Boilers – 03/26/2002
(iii) 032602LL629102880 – Local Law 62/91 Boilers – 03/26/2002
(iv) 010308LL629104719 – Local Law 62/91 Boilers – 01/03/2008
(v) 010308LL629102820 – Local Law 62/91 Boilers – 01/03/2008
(vi) 010109LL629104843 – Local Law 62/91 Boilers – 01/01/2009
(vii) 010109LL629102844 – Local Law 62/91 Boilers – 01/01/2009
(viii) 123109LBLVIO05053 – Low Pressure Boiler Violation – 12/31/2009
(ix) 123109LBLVIO05054 – Low Pressure Boiler Violation – 12/31/2009
(x) 011514AEUHAZ100793 – DOB Civil Penalty Due: $1,500:
    a. Failure to Certify Correction of Immediately Hazardous (Class 1) Violation – 01/15/2014 (See ECB 34989914P below)
(xi) 051514LBLVIO04279 – Low Pressure Boiler Violation – 05/15/2014
(xii) 051514LBLVIO04280 – Low Pressure Boiler Violation – 05/15/2014
(xiii) 020514E9027/500118 – Elevator Violation – 02/05/2014
(xiv) 030315E9027/534310 – Elevator Violation – 03/03/2015
(xv) 030315E9027/534311 – Elevator Violation – 03/03/2015
(xvi) 030315E9027/534312 – Elevator Violation – 03/03/2015

(2) *ECB Violations:*

The following one (1) NYC Environmental Control Board violation related to the building is active as of 01/08/2016:

(i) 34989914P – Scaffold Violation – Class 1 Hazardous – 04/04/2013

20.7(w) Unit information.

Each Office Unit suite has been either built out accordingly by the existing tenant or is vacant in a "white box" state and/or stripped of all finishes and will be renovated by its future occupant. The quality and level of finish varies per floor and per unit based upon the specific requirements of the existing and/or future tenant. It is assumed that the conditions present are a result of renovations that have been filed at the NYC Department of Buildings.

There are a total of thirty-two (32) Office Suite units: 201, 202, 202A, 203, 204, 207, 208, 209, 210, 211, 212 at the 2nd floor and 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320 & 321 at the 3rd floor.

20.7(x) Finish schedule of spaces other than units.

The main building lobby at the First Floor and the elevator lobby/vestibule at the Second and Third Floors are constructed of sheetrock walls clad variously in textured brick veneer, wood paneling and granite slabs. The floor is made up of honed and polished marble. The ceiling is painted sheetrock. The above items are in good condition.

The common hallways at the Second and Third Floors have sheetrock walls which are painted and/or covered in textured wall paper with stained wood accent moldings. The floors are carpeted. The ceiling is an acoustic tile dropped ceiling. The above items are in good condition. In isolated areas the accent moldings show signs of wear presumably due to being scratched by furniture during move-ins and move-outs.

The public areas of the cellar and vertical egress fire stairs are comprised mainly of painted concrete or VCT tile floors. The walls are either painted concrete or painted brick/block. The ceilings are mostly painted exposed concrete slab but in some portions of the cellar there is a dropped ceiling with acoustic tiles.

The Second and Third floors are each provided with two (2) public handicapped accessible bathrooms, one for each gender. Each bathroom has one (1) water closet and one (1) lavatory. The floors are made up of ceramic tile and the walls are painted sheetrock. The above items are in good condition.

There is no kitchen or laundry equipment in the spaces other than units.

20.7(y) Safety and warning devices.

(1) *Laundry rooms:*

Not applicable.

(2) *Refuse disposal:*

Not applicable.

(3) *General:*

Some of the individual office units may have smoke/carbon monoxide detectors present, however we cannot comment as to whether they are functional and or code compliant at this time.

(4) *Fire Alarm System:*

The Fire Alarm System serves the Units and common areas.
The Fire Alarm System consists of a fire alarm panel, smoke detectors, water flows and speaker strobes.

20.7(cc) Asbestos.

(1) *Asbestos survey:*

There is presently Asbestos containing materials as identified in the reports provided that have been prepared by Langan Engineering, Environmental, Surveying and Landscape Architecture, D.P.C. dated December 17, 2015 and set forth in the plan.

The following summarizes asbestos containing materials identified in the building:

Material	Survey Results	Estimated Quantity of ACM Identified
2nd Floor		
12-inch mottled beige floor tile – Suite 204	ACM	420 SF
Mastic/felt associated with fiberglass ceiling insulation(Top & Bottom)	ACM	23,000 SF
Waterproofing mastic on perimeter columns/beams/walls	ACM	10,000 SF
3rd Floor		
12-inch mottled beige floor tiles – Suite 314	ACM	480 SF
Mastic/felt associated with fiberglass ceiling insulation(Top & Bottom)	ACM	48,000 SF
Waterproofing mastic on perimeter columns/beams/walls	ACM	9,000 SF
Remnant mastic on floor	ACM	700 SF

Due to limitations such as building occupancy and live electricity, destructive means of survey were not utilized to ascertain the presence/absence of suspect materials which may exist concealed. Suspect materials noted below may exist concealed and are assumed to be ACM:

Material	Survey Results	Total Estimated Quantity of ACM Identified within Surveyed Areas
2nd Floor		
Suspect floor covering in inaccessible suites	Assumed ACM	14,300 SF
Suspect materials associated with ceramic wall andfloor tiles (Waterproofing, grout, bed mortar, etc.)	Assumed ACM	1,900 SF
Suspect materials concealed under wood flooring (Tarpaper, felt, etc.)	Assumed ACM	1,250 SF
Mirror glue daubs	Assumed ACM	260 SF
Wood wall panel glue	Assumed ACM	425 SF
3rd Floor		
Mastic associated with gray & white floor tiles	Assumed ACM	3,855 SF
Suspect floor covering materials in inaccessible suites	Assumed ACM	6,600 SF
Suspect materials associated with ceramic wall andfloor tiles (Waterproofing, grout, bed mortar, etc.)	Assumed ACM	2,600 SF
Mirror glue daubs	Assumed ACM	190 SF
Wood wall panel glue	Assumed ACM	200 SF

20.7(dd) Lead-based paint.

(1) *Lead-based paint survey:*

There is presently Lead–Based Paint containing materials as identified in the reports provided that have been prepared by Langan Engineering, Environmental, Surveying and Landscape Architecture, D.P.C. dated December 17, 2015 and set forth in the plan.

The LBP screening was conducted on November 30, 2015 by Langan's Dixit Kumar Patel, USEPA-accredited lead inspector. The locations screened primarily consisted of the paint on walls, ceilings, doors, stairs, windows, columns, pipes, and other miscellaneous building components. Overall, the paint on building components was observed in good to fair condition with areas of localized minor damage.

A total of two hundred and twenty three (223) painted locations were screened for LBP on the 2nd & 3rd floors. Lead concentrations in painted surfaces were below 1.0 mg/cm^2 and were mostly below the instrument detection levels. The following table summarizes the results of the testing:

Painted Components Screened	**No. of Locations Screened**	**No. of Locations with Lead Results Greater than 1.0 mg/cm^2**	**Results**
Gypsum board walls and soffit	55	0	The beige, white, tan, brown, ash, sky blue, off white, varnish, dark beige, yellow and dark brown paint on walls was identified as non-LBP. Overall, the paint was in good condition.
Vinyl baseboard	18	0	Lead in tan, white, gray, violet, red, white, black, light green, black, & light brown vinyl baseboard molding was less than 1.0 mg/cm^2.
Metal doors and frame	41	0	The beige, tan, brown, white, blue, ash, varnish, dark grey and light brown paint on door components was identified as non-LBP. The paint was in good condition.
Metal window frame, sash & sill	9	0	The beige, tan, brown & white paint on window components was identified as non-LBP. Overall, the painted surfaces were in good condition.
Wooden door, shelf, chair, table, chair rail, ramp handrail, fan frame, cabinet, furniture, wall panel,	47	0	The beige, white, tan, blue, brown and varnish paint on miscellaneous wooden components was in good condition and was identified as non-LBP.
Electrical panel box, ceiling tile grid, cabinet frame, electrical conduit, napkin holder, metal self, cabinet frame, cabinet shelf, speaker, sink undercoating, elevator components, fire extinguisher box, etc.	46	0	The beige, tan, brown, gray, light green & white paint on miscellaneous metal components was identified as non-LBP. The paint was in good condition.
Cinder block wall	4	0	The white & gray color paints were identified as non-LBP. The paint was in good condition.
Concrete column & Floor	3	0	The sky blue and gray paint was identified as non-LBP. The paint was in good condition.

List of Appendices:

Appendix A:

Local Law 11/1998 Report – 7th Cycle:
Report of Critical Examination of Exterior Walls and Appurtenances
Stone Engineering, PC
January 30th, 2013
26 pages

Michael Zenreich

7.19.16
Date



NYC Buildings

Technical Report (TR6)

Periodic Inspection of Exterior Walls and Appurtenances
Sub-Cycle 7A – February 21, 2010 — February 21, 2012
Sub-Cycle 7B – February 21, 2011 — August 21, 2012
Sub-Cycle 7C – February 21, 2012 — February 21, 2013

Must be typewritten.

RECEIVED FEB 19 2013 DEPT. OF BUILDINGS LOCAL LAW ENFORCEMENT UNIT Place stamp here

C6

For SWARMP or Safe status reports, submit one (1) original report and one (1) copy.
For Unsafe status or Amended reports, submit one (1) original report, and two (2) copies.

Control #: 702921

N.Y.C. Dept. of Bldgs. ACCEPTED LOCAL LAW ENFORCEMENT UNIT

1 Filing Information *(Indicate if combined cycles)*

☒ Initial Filing ☐ Amended Filing ☐ Subsequent Filing
Report cycle: Seven (7th) Report cycle: _____ Initial filing date: _____
Last cycle filing date: 08-23-2005 Initial unsafe filing date: _____

2 Location Information

House No(s) 330 Street Name East 38 Street Zip 10016 CB No 106 BIN 1076166
Borough Manhattan AKA 645 1st Ave. / 333-347 East 37 Street Block 943 Lot 7501

3 Inspection Report Status Information

Current Cycle: Last Inspection Date 01-29-13 SWARMP Recommended Date 12-31-14 Prior Filing Cycle Six (6th)
☐ Safe ☒ Safe with repair and maintenance program (SWARMP) ☐ Unsafe ☐ Safe ☒ SWARMP ☐ Unsafe

4 Building Characteristics

Landmark Building: ☐ Yes ☒ No Landmark District: ☐ Yes ☒ No Wall(s) Subject to Inspection
Number of stories: 55 Exterior wall type: Brick Masonry ☒ All ☐ Partial _____

5 Qualified Exterior Wall Inspector (QEWI) Information

Last Name Petkanas First Name Evan MI
Bus. Name Stone Engineering, PC Bus. Address 38-70 Review Avenue Bus. Tel. 718-361-6708
City Long Island City State NY Zip 11101 Bus. Fax 718-361-6709
NYS Lic. # 081090 ☒ P.E. ☐ R.A. Mobile Phone
E-Mail evan@stoneengineeringpc.com

6 Owner of Record Information *(Not a Representative or Business Manager or Agent)*

Last Name Marinello First Name Maria MI
Bus. Name Corinthian Condominiums Bus. Address 330 East 38 Street Bus. Tel. 212-949-4422
City New York State NY Zip 10016 Bus. Fax
E-Mail JSabiston@rosenyc.com Mobile Phone

7 Statements and Signatures

Owner / Owner Representative

(A) I hereby state that I am the owner/owner's representative of the premises referenced in the attached report. Furthermore, I have received and read a copy of the attached report and I am aware of the required repairs and/or maintenance, if any and the recommended time frame for same.
(B) I certify that all items noted as SWARMP conditions in the previous cycle's report have been corrected/repaired; or this report must be rated as Unsafe as per Administrative Code section §28-302.1, if applicable.

Name James Sabiston Signature _____
Relationship to owner Asst. Secretary Phone 212.949.4422
Email jsabiston@rosenyc.com Date 2.6.13

Qualified Exterior Wall Inspector (QEWI)

Name (please print)
Evan Petkanas, PE
Signature _____ Date 2-14-2013

I hereby state that the Owner/Owner's Representative has authorized me to submit this report. Furthermore, I hereby state that all statements are correct and complete to the best of my knowledge. A copy of this report has been given to the owner.

P.E. / R.A. Seal *(apply seal, then sign and date)*

CITY OF NEW YORK LICENSED PROFESSIONAL ENGINEER EXCELSIOR

Falsification of any statement is a misdemeanor and is punishable by a fine or imprisonment, or both. It is unlawful to give to a city employee, or for a city employee to accept, any benefit, monetary or otherwise, either as a gratuity for properly performing the job or in exchange for special consideration. Violation is punishable by imprisonment or fine or both.

NYC Buildings

Technical Report (TR6)

Periodic Inspection of Exterior Walls and Appurtenances
Sub-Cycle 7A – February 21, 2010 — February 21, 2012
Sub-Cycle 7B – February 21, 2011 — August 21, 2012
Sub-Cycle 7C – February 21, 2012 — February 21, 2013

Place stamp here

Must be typewritten.

For SWARMP or Safe status reports,** submit **one (1) original report and one (1) copy.
For Unsafe status or Amended reports,** submit **one (1) original report, and two (2) copies.

Control #: 702921

1 Filing Information *(Indicate if combined cycles)*

☒ Initial Filing ☐ Amended Filing ☐ Subsequent Filing

Report cycle: Seven (7th) Report cycle: _____ Initial filing date: _____

Last cycle filing date: 08-23-2005 Initial unsafe filing date: _____

2 Location Information

House No(s) 330 Street Name East 38 Street Zip 10016 CB No 106 BIN 1076166

Borough Manhattan AKA 645 1st Ave. / 333-347 East 37 Street Block 943 Lot 7501

3 Inspection Report Status Information

Current Cycle: Last Inspection Date 01-29-13 SWARMP Recommended Date 12-31-14 Prior Filing Cycle Six (6th)

☐ Safe ☒ Safe with repair and maintenance program (SWARMP) ☐ Unsafe ☐ Safe ☒ SWARMP ☐ Unsafe

4 Building Characteristics

Landmark Building: ☐ Yes ☒ No Landmark District: ☐ Yes ☒ No Wall(s) Subject to Inspection

Number of stories: 55 Exterior wall type: Brick Masonry ☒ All ☐ Partial _____

5 Qualified Exterior Wall Inspector (QEWI) Information

Last Name Petkanas First Name Evan MI

Bus. Name Stone Engineering, PC Bus. Address 38-70 Review Avenue Bus. Tel. 718-361-6708

City Long Island City State NY Zip 11101 Bus. Fax 718-361-6709

NYS Lic. # 081090 ☒ P.E. ☐ R.A. Mobile Phone

E-Mail evan@stoneengineeringpc.com

6 Owner of Record Information *(Not a Representative or Business Manager or Agent)*

Last Name Marinello First Name Maria MI

Bus. Name Corinthian Condominiums Bus. Address 330 East 38 Street Bus. Tel. 212-949-4422

City New York State NY Zip 10016 Bus. Fax

E-Mail JSabiston@rosenyc.com Mobile Phone

7 Statements and Signatures

Owner / Owner Representative

(A) I hereby state that I am the owner/owner's representative of the premises referenced in the attached report. Furthermore, I have received and read a copy of the attached report and I am aware of the required repairs and/or maintenance, if any and the recommended time frame for same.

(B) I certify that all items noted as SWARMP conditions in the previous cycle's report have been corrected/repaired; or this report must be rated as Unsafe as per Administrative Code section §28-302.1, if applicable.

Name James Sabiston Signature _____

Relationship to owner Asst. Secretary Phone 212.949.4422

Email jsabiston@rosenyc.com Date 2.6.13

Qualified Exterior Wall Inspector (QEWI)

Name (please print)
Evan Petkanas, PE

Signature _____ Date 02-14-2013

I hereby state that the Owner / Owner's Representative has authorized me to submit this report. Furthermore, I hereby state that all statements are correct and complete to the best of my knowledge. A copy of this report has been given to the owner.

P.E. / R.A. Seal *(apply seal, then sign and date)*

STATE OF NEW YORK 081090 CERTIFIED PROFESSIONAL ENGINEER

Falsification of any statement is a misdemeanor and is punishable by a fine or imprisonment, or both. It is unlawful to offer a city employee, or for a city employee to accept, any benefit, monetary or otherwise, either as a gratuity for properly performing the job or in exchange for special consideration. Violation is punishable by imprisonment or fine or both.

NYC Buildings

Technical Report (TR6)

Periodic Inspection of Exterior Walls and Appurtenances
Sub-Cycle 7A – February 21, 2010 — February 21, 2012
Sub-Cycle 7B – February 21, 2011 — August 21, 2012
Sub-Cycle 7C – February 21, 2012 — February 21, 2013

Place stamp here

Must be typewritten.

For SWARMP or Safe status reports, submit *one (1) original report and one (1) copy.*
For Unsafe status or Amended reports, submit *one (1) original report, and two (2) copies.*

Control #: 702921

1 Filing Information *(Indicate if combined cycles)*

☒ Initial Filing ☐ Amended Filing ☐ Subsequent Filing

Report cycle: Seven (7th) Report cycle: _____ Initial filing date: _____

Last cycle filing date: 08-23-2005 Initial unsafe filing date: _____

2 Location Information

House No(s) 330 Street Name East 38 Street Zip 10016 CB No 106 BIN 1076166

Borough Manhattan AKA 645 1st Ave. / 333-347 East 37 Street Block 943 Lot 7501

3 Inspection Report Status Information

Current Cycle: Last Inspection Date 01-29-13 SWARMP Recommended Date 12-31-14 Prior Filing Cycle Six (6th)

☐ Safe ☒ Safe with repair and maintenance program (SWARMP) ☐ Unsafe ☐ Safe ☒ SWARMP ☐ Unsafe

4 Building Characteristics

Landmark Building: ☐ Yes ☒ No Landmark District: ☐ Yes ☒ No Wall(s) Subject to Inspection

Number of stories: 55 Exterior wall type: Brick Masonry ☒ All ☐ Partial _____

5 Qualified Exterior Wall Inspector (QEWI) Information

Last Name Petkanas First Name Evan MI

Bus. Name Stone Engineering, PC Bus. Address 38-70 Review Avenue Bus. Tel. 718-361-6708

City Long Island City State NY Zip 11101 Bus. Fax 718-361-6709

NYS Lic. # 081090 ☒ P.E. ☐ R.A. Mobile Phone

E-Mail evan@stoneengineeringpc.com

6 Owner of Record Information *(Not a Representative or Business Manager or Agent)*

Last Name Marinello First Name Maria MI

Bus. Name Corinthian Condominiums Bus. Address 330 East 38 Street Bus. Tel. 212-949-4422

City New York State NY Zip 10016 Bus. Fax

E-Mail JSabiston@rosenyc.com Mobile Phone

7 Statements and Signatures

Owner / Owner Representative

(A) I hereby state that I am the owner/owner's representative of the premises referenced in the attached report. Furthermore, I have received and read a copy of the attached report and I am aware of the required repairs and/or maintenance, if any and the recommended time frame for same.

(B) I certify that all items noted as SWARMP conditions in the previous cycle's report have been corrected/repaired; or this report must be rated as Unsafe as per Administrative Code section §28-302.1, if applicable.

Name James Sabiston Signature _____

Relationship to owner Asst. Secretary Phone 212.949.4422

Email jsabiston@rosenyc.com Date 2.6.13

Qualified Exterior Wall Inspector (QEWI)

Name (please print)
Evan Petkanas, PE

Signature _____ Date 12-14-2013

I hereby state that the Owner / Owner's Representative has authorized me to submit this report. Furthermore, I hereby state that all statements are correct and complete to the best of my knowledge. A copy of this report has been given to the owner.

P.E. / R.A. Seal (apply seal, then sign and date)

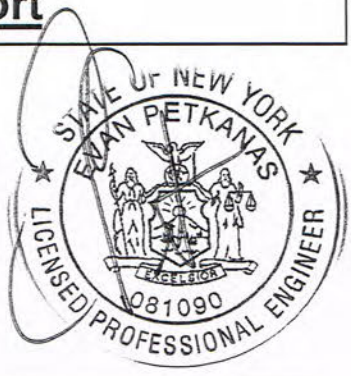
STATE OF NEW YORK EVAN PETKANAS LICENSED PROFESSIONAL ENGINEER 081090 EXCELSIOR

Falsification of any statement is a misdemeanor and is punishable by a fine or imprisonment, or both. It is unlawful to give a city employee, or for a city employee to accept, any benefit, monetary or otherwise, either as a gratuity for properly performing the job or in exchange for special consideration. Violation is punishable by imprisonment or fine or both.

REF#: 12-1427

January 30, 2013

7th Cycle Local Law 11/98 Report



Report of Critical Examination of Exterior Walls and Appurtenances (Including Scaffold Inspections)

AT

330 East 38th Street
NY, NY 10016
BLOCK: 943
LOT: 7501

Inspection Performed – January 29, 2013

By

Stone Engineering, PC (SEPC)
38-70 Review Avenue
Long Island City, NY 11101
(718) 361-6708

In conformance with:
New York City Local Law 10/80 and Local Law 11/98
NYC Building Code, Section 28-302 – Maintenance of Exterior Walls
NYC Building Code, RCNY 103-04 – Periodic Inspection of Exterior Walls and Appurtenances of Buildings

(A)
Building Information:

Building Address:	330 East 38th Street New York, NY 10016
Aka Address:	645 1st Avenue / 333-347 East 37th Street
Block:	943
Lot:	7501
BIN No.:	1076166
Landmark Status:	NO
Cross Street Location:	Queens Midtown Tunnel Approach, 1st Avenue
Property Profile Overview (BIS):	See Appendix

(B)
Owner Information:

Name of Owner/Agent:	Maria Marinello / James Sabiston
Title of Owner / Agent:	Board President / Managing Agent
Business Name:	Corinthian Condominiums
Mailing Address:	330 East 38th Street New York, NY 10016
Phone No.:	(212) 949-4422

(C)
Building Description:

No. of Stories:	55
Exterior Wall Type:	Brick Masonry
Height:	Approx. 504 ft
Plan Dimensions:	411 ft x 198 ft
C. of O. No.:	110338
Approx Age of Bldg:	24 Years
Usage:	Mixed Residential and Commercial

(D)
Summary of Building History:

Settlement:	NONE
Repairs:	• Building Management informed SEPC that the 6th Cycle SWARMP conditions identified on the accepted 6th Cycle façade status report have been addressed/corrected. Management stated that the corrective work was performed without a Construction Work Permit. • 7th Cycle critical examination verified that the SWARMP conditions identified in the 6th Cycle Report have been addressed/corrected.
Changes to Bldg. Exterior:	NONE

(E)
Critical Examination:

- Review of 6th Cycle Façade Status Report Prepared by:

  VSA Exterior Consultants, Inc.
  441 Lexington Ave., Suite 516
  New York, NY 10017
  Vincent Stramandinoli, PE
  Tel: (212) 338-9661

- 6th Cycle façade status report filed SWARMP and identifies the following conditions:
  - Rusting is developing on the concealed shelf angles. The condition is most prevalent on the NE exposure, Apt. Lines L, M, N, and O although it does randomly appear in less pronounced stages in other areas uncommon to the NE exposure.
  - Localized masonry cracks and joint failures: west wall, south planter area; west wall, south corner at 4th floor; south wall, east side 4th floor; south wall at 4th floor step crack at curved wall; south wall east end at 4th floor.
  - At mechanical room roof parapet wall, the interior CMU contains open joints and is absorbing water.
  - Open joints on interior side of the water tank enclosure wall .
- SEPC performed visual/critical examination of exterior walls and appurtenances using high-powered binoculars and photographic technique from grade level.
- The critical examination was augmented by inspections from suspended scaffolding and roof level.
- SEPC verified that the SWARMP conditions identified in the 6th Cycle Report have been addressed/corrected.

(F)
Physical Examinations:

1. Extent and location of physical examinations include:

- The critical examination was performed under the guidelines of the Administrative Code of the City of New York.
- SEPC performed physical examination from suspended scaffolding at five (5) locations; Location shown on plot plan (see Appendix).

2. Riggers & Consultants: Pali Building Restoration, Inc.
25-17 44th Street
Astoria, NY 11103
Tel: (718) 361-7254

- **Rigger License Holder:** Nikolaos Frazis **License:** #6160

3. Location Diagram showing Main Entrance & North arrow: See appendix.

4. Dates of Critical Examination:

- Critical Examinations: September 13, 2012
- Physical Examinations: September 13 and October 25, 2012; January 14, 18, 29, 2013
- Completion of Critical Exam: January 29, 2013

(G)
Report of all Conditions Observed/Detected:

1. Deterioration Observed: NONE

2. Report of Water Intrusion:

- Based on dialogue with Management and Building Staff, the subject building contained NO known or active leaks; therefore the building has been judged water tight.

3. Classification of Conditions: SEPC observed the following defects:

SWARMP CONDITIONS

a) (SO-01): Cracked/spalled concrete window sill.
b) (BR-01): Cracked brick masonry.
c) (PO-01): Deteriorated/cracked mortar joint.
d) (SA-01): Corroded shelf angle.
e) (CO-01): Cracked concrete balcony – underside.
f) (CO-02): Cracked concrete balcony – topside.
g) (COP-01): Cracked concrete coping stone at balcony wall.

GENERAL MAINTENANCE

a) (CK-01): Deteriorated joint sealant at window.

4. Exterior Appurtenances:

- The entrance canopy appears to be in satisfactory condition.
- Exposed windows and doors were found to be of satisfactory condition at this time.
- The balcony railings appear to be in satisfactory condition.

5. Scheduled Maintenance and Repairs: NONE SCHEDULED AT THIS TIME

NOTE: The age of the building is a detrimental factor and routine maintenance is required to upkeep the building. Building staff should inspect building envelope on frequent interval to insure that any water infiltration areas are dealt with promptly and with minimal damage.

(H)

Analysis of Conditions Observed/Detected:

SWARMP CONDITIONS

a) (SO-01): Cracked/spalled concrete window sill due to corroding steel reinforcement, material, age, exposure, and/or freeze/thaw cycle. Remedy: Perform local patch repairs, including treatment of exposed steel.
b) (BR-01): Cracked brick masonry due to corroded steel shelf angle(s), localized movement, and/or freeze/thaw cycle. Remedy: Perform exploratory probes, removed/replace damaged brick, provide waterproofing steel restoration/replacement as necessary.
c) (PO-01): Deteriorated/cracked mortar joint due to exposure, material, age, and/or freeze/thaw cycle. Remedy: Rout and tuck point mortar joints.
d) (SA-01): Corroded steel shelf angle due to exposure, age, material, and/or waterproofing. Remedy: Expose shelf angle, treat or replace shelf angle, provide waterproofing and new brick.
e) (CO-01): Cracked concrete balcony – underside due to corroding steel reinforcement, material, age, exposure, and/or freeze/thaw cycle. Remedy: Perform local patch repairs, including treatment of exposed steel.
f) (CO-02): Cracked concrete balcony – topside due to corroding steel reinforcement, material, age, exposure, and/or freeze/thaw cycle. Remedy: Perform local patch repairs, including treatment of exposed steel.
g) (COP-01): Cracked/spalled concrete coping stone at balcony wall due to corroding steel reinforcement, material, age, exposure, and/or freeze/thaw cycle. Remedy: Perform local patch repairs, including treatment of exposed steel.

GENERAL MAINTENANCE

a) (CK-01): Deteriorated joint sealant at window due to age and exposure. Remedy: Remove/replace joint sealant as necessary.

(I)

Status of Exterior Maintenance:

- Generally, it appears that the building is maintained in an acceptable manner; however, the noted "SWARMP" conditions must be corrected within the next 2 years.

(J)
Comparison of Current Conditions vs. Last Cycle:

- **Comparison of 6th Cycle with 7th Cycle Report:** 6th Cycle Report was filed SWARMP. SEPC verified that the SWARMP conditions identified in the 6th Cycle Report have been addressed/corrected. The 7th Cycle report includes new SWARMP conditions.
- **Façade Related Projects:** Currently there are no open permits or façade related projects taking place at this property.
- **ECB Façade Violations:** NONE

(K)
Schedule of Repairs:

Item Code	Photo No. (Typ. Condition)	Window Line	Floor Location	Time Frame for Repairs	Work Permit Required
SO-01	1-5	16	3,4,5,6,7,8,9,11,14,16, 17,19,21,22,23,24,25, 26,27,28,30,31,32,33, 34,35,36,37,38,39,40, 41,44,45,46,47,50	12/31/2014	YES
SO-01	1-5	18	5,6,7,10,12,15,17,18,1 9,20,21,22,23,24,26,2 8,30,35,36,37,39,41,4 2	12/31/2014	YES
SO-01	1-5	31	12	12/31/2014	YES
SO-01	1-5	40	11,31	12/31/2014	YES
SO-01	1-5	41	11,25,33	12/31/2014	YES
SO-01	1-5	7	24,36	12/31/2014	YES
BR-01	6-11	16	4,6,10,14,18,19,23,26, 28,30,31,32,33,34,35, 38,39,43,44,45,46,47	12/31/2014	NO
BR-01	6-11	18	12,21	12/31/2014	NO
BR-01	6-11	30	9,31,36	12/31/2014	NO
BR-01	6-11	41	45	12/31/2014	NO
PO-01	12-13	16	9,10,14,16,17,19	12/31/2014	NO
PO-01	12-13	18	39	12/31/2014	NO
PO-01	12-13	41	45	12/31/2014	NO
SA-01	14-20	18-19	7,9,10,11,14,16,17,18, 19,20,21,22,23,24,25, 26,27,29,30,31	12/31/2014	YES
SA-01	14-20	30	All	12/31/2014	YES
SA-01	14-20	40	26,28,33,47,48,51	12/31/2014	YES
SA-01	14-20	41	26,28,33	12/31/2014	YES
SA-01	14-20	39	32,36,38	12/31/2014	YES

Item Code	Photo No. (Typ. Condition)	Window Line	Floor Location	Time Frame for Repairs	Work Permit Required
SA-01	14-20	42	29,36,37,39	12/31/2014	YES
SA-01	14-20	8	5,9	12/31/2014	YES
CO-01	14-20	30	8,9,10,11,14,15,19,21, 22,23,24,25,26,27,29, 30,31,32,34,35,36,37, 41,42,43,44,45,46,47, 49,50	12/31/2014	YES
CO-01	14-20	8	5,6,7,9,14,15,16,17,18, 19,20,21,22,23,24,25,2 6,27,28,29,31,33,34,35, 42	12/31/2014	YES
CO-02	21-23	30	5,12,17,20,21,28,32,4 3,44,46,47,49,50	12/31/2014	YES
CO-02	21-23	8	5,8,12,14,15,21,25,27, 29,41	12/31/2014	YES
COP-01	24-25	8	12,17,24,26,41	12/31/2014	YES
CK-01	26-27	40	All	Maintenance	NO
CK-01	26-27	41	All	Maintenance	NO

(L)
Work Permits Required: See Schedule Above (Section "K")

(M)
Photos & Building Diagram:

- Photos of all facades and representative conditions observed are also attached in the appendix section of this report.
- Building diagram included in appendix of this report showing window lines that correlate to defective conditions noted in Section K.

(N)
Report Findings & Building Classification:

- 6th Cycle Report was filed SWARMP. SEPC verified that the SWARMP conditions identified in the 6th Cycle Report have been addressed/corrected. The 7th Cycle report includes new SWARMP conditions.
- The building has been classified SWARMP for the 7th Cycle.

(O)

Seal & Signature:

Evan Petkanas, P.E



Date: 02-14-2013

(P)

Appendices:

1. Conditions of the Critical Examination Report.
2. General Recommendations.
3. Plot Plan.
4. Photographs.
5. Façade Block and Lot.

.....End of Critical Examination Report.....

General Conditions of Critical Examination Report

Stone Engineering, PC, (SEPC) has been retained exclusively for the Critical Examination of the building walls and appurtenances thereof, in conformance with New York City Local Law 11/98. Our responsibility is limited solely to that of Critical Examination, preparation, and filing of the foregoing report. No statement is intended to extend our liability beyond that required by Local Law 11/98.

This report renders an opinion as to the condition of the exterior walls as of the dates on which the examinations were conducted. Though not mandated by Local law 11/98, it would be prudent to conduct periodic examinations of the building's exterior walls at annual intervals prior to the next standard reporting in 2015-2018. The accuracy of this report is limited to observations reasonably made using the investigation procedures described above. Concealed conditions (backup masonry, structural steel framing, concealed clips, etc.) are beyond the scope of this report.

The Engineer represents the Owner in that the Engineer's services shall be performed in accordance with those usual and customary standards of professional care, skill and diligence which are at the time of performance of services under this Agreement commonly followed by Engineers/Architects performing the same or similar services in the locale in which the Engineer's office and the Owner are located.

The Engineer has not been retained to perform an in depth study of the causes of the conditions noted in the report nor has he been retained to prepare construction or repair specifications to file plans with the NYC Department of Buildings, to file follow-up reports, to supervise or observe any repairs or provide any other services.

The Engineer assumes no responsibility for the adequacy of the design or construction of the original building; nor for the adequacy of installations, alterations, maintenance or repair work either performed in the past, present or future by contractors or maintenance personnel; nor for any construction details which are not visible. Nothing in this report should be construed as indicating a warranty of any nature by the Engineer relative to any of these items. The Engineer's liability for any claimed error, omission, wrongful conduct or professional negligence will be limited to an amount equal to the Engineer's fee. Under no circumstances should this be extended beyond the Engineer's fee. The Engineer also assumes no responsibility for the condition or safety of glass items. In particular, nothing shall be interpreted from this report as indicating that the Engineer has offered an opinion regarding the adequacy of the building's construction or appurtenances or their suitability or availability to furnish support for scaffolds, washing equipment, or other devices. No such opinions have been offered.

All dimensions of building height, location and size are approximate within the accuracy requirements of this report and are not to be used for other purposes. In addition, the accuracy of items such as Building Owner, Principal Officer; date of construction, usage, etc. cannot be guaranteed by the Engineer. As described in the report, this inspection was a visual inspection utilizing methods and techniques approved for Local Law 11 inspections. Services to be performed by the Engineer pursuant to this Agreement are intended solely for the benefit of the Owner, and no benefit is meant to be conferred upon any person or entity shall be entitled to rely on the Architect's performance of its services hereunder, and no right to assert claim against the Engineer shall accrue to the Contractor or to any subcontractor, consultant, engineer, supplier, fabricator, manufacturer, lender, tenant, insurer, surety or any other third party as a result of this Agreement or the performance or non-performance of the Engineer's services hereunder.

The Local Law 11-98 report prepared by the Engineer shall NOT be used:

A. As any representative or as the basis of any such building referred to, either for sale as cooperatives or any other sale.
B. As a determination of causes of conditions noted in the report.
C. As a criticism of previous designers, contractors or anyone responsible for the building.
D. As a contract or part of a contract for maintenance work.
E. As a legal description of the property.
F. For any purpose other than filing a Local Law 11-98 report.

Conditions of the building noted and identified in the Local Law 11-98 report are limited to the date of the report.

The condition of glass has been included only if it is obviously cracked and obviously in danger of falling from the building.

The Owner's responsibilities include:

a. Correcting immediately all conditions noted in the Local Law 11-98 report as "Unsafe," if necessary.
b. Notifying the Building Department of the corrections made for "Unsafe" conditions.
c. Preparing a maintenance program for the correction of any conditions noted work repair and maintenance program.
d. Complying with all laws, rules and regulations of the New York City Building Department pertaining to Local Law 11-98.

The suitability for use of any facility, appurtenance, or attachment intended to be utilized by workers, contractors, etc. (e.g. window washing hooks) is beyond the scope of this report.

Statements made in this report may not be used as criticism of previous designers, contractors, or anyone responsible for the building, or as the basis for any sale of the subject building.

General Recommendations

It is recommended that the building facade and appurtenances be inspected regularly by a licensed Professional Engineer to monitor building conditions so that they do not progress to unsafe condition status. These conditions, including such items as awnings, railing, signs, window glass, sills etc., should also be monitored regularly by Building Maintenance Personnel to minimize potential problems. Particular attention should be devoted to areas where deterioration has already occurred. As described in this report, these conditions should be corrected as soon as possible. The Owner or Property Manager should also advise the window washers, and other contractors working on the building, to inform him of deterioration or other problems observed during the course of his work. The Management should be certain that all window guards required by Law are properly installed, maintained and secured. Window screens should also be monitored. All building components, including parapet wall heights, should conform to all building code provisions.

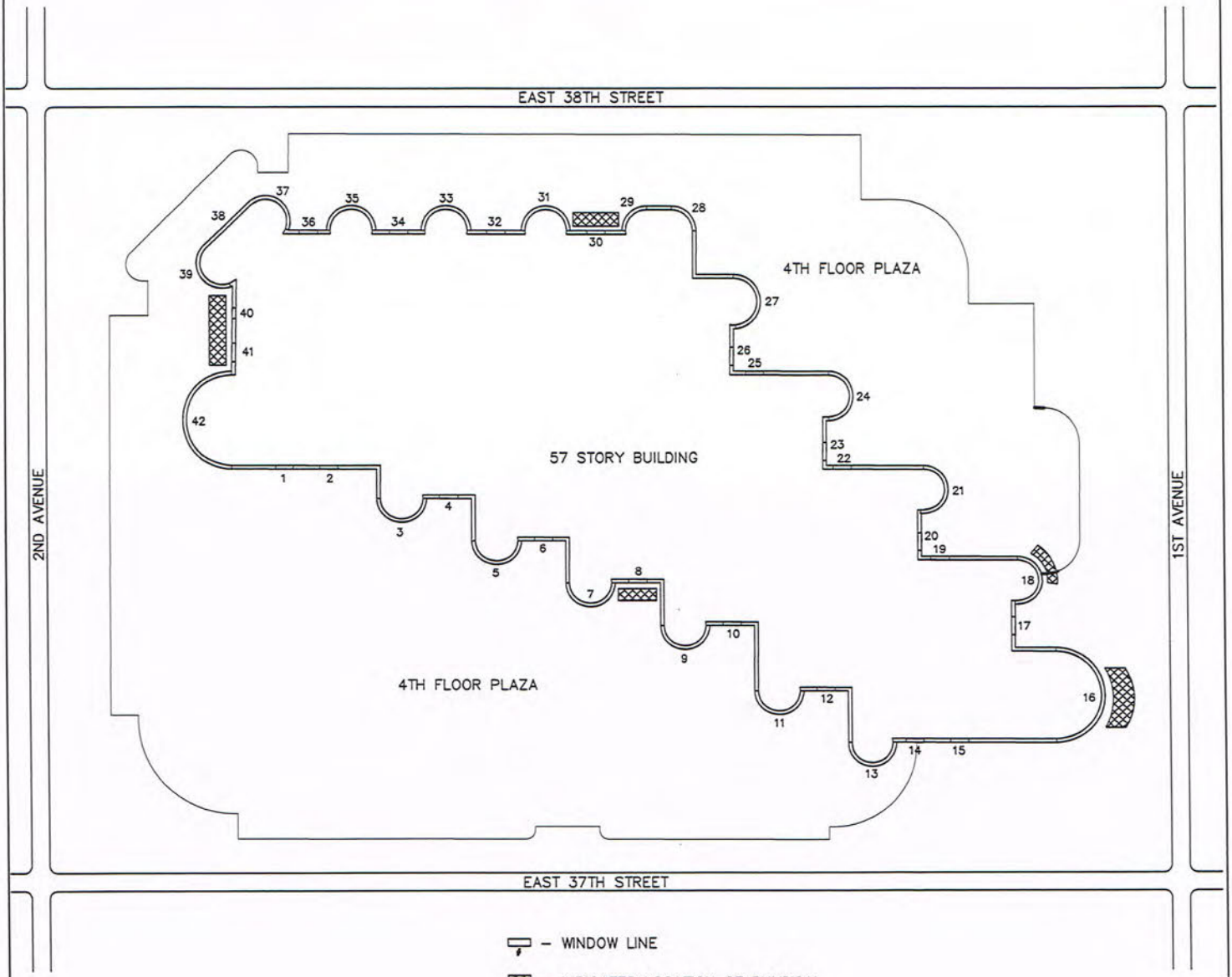
No warranties are offered relative to the future condition of the building. Regular monitoring and annual inspection of the exterior walls is recommended. The fact that portions or elements of this building are not noted as needing repair in this report does not mean that repairs relative to such items will not be needed in the future. An assessment of the compliance of this building with the Building Code is beyond the scope of this inspection.

The Owner or Property Manager should be certain that no loose items or objects (such as potted plants) are placed on sills, ledges, fire escapes or other areas where they could fall. He should also be certain that window sills are kept free of debris. Similarly, the Building Owner or Manager must be sure that window air conditioning units are properly installed, maintained and supported at all times.

The Building Manager should continually examine the premises and monitor conditions of this nature and require the removal or correction of potentially unsafe items of this kind. It is advisable to require window air conditioning units be installed by competent professionals in accordance with the manufacturer's recommendations and good safety practices.

Building Management should be certain that unsafe conditions do not result from items of this nature (potted plants on ledges, window air conditioners etc.) Items of this nature are frequently installed on a temporary basis and cannot be the responsibility of the Engineer.

It is recommended that the Owner and Building Manager keep records of all exterior building repairs and of all problems related to the building exterior. These records should be made available to the Engineer performing the Local Law 11 inspection or providing services relative to exterior facade conditions. It is recommended that a yearly inspection/maintenance program be instituted to promptly repair any newly developed unsafe conditions.



– WINDOW LINE

– INDICATES LOCATION OF PHYSICAL INSPECTION VIA SUSPENDED SCAFFOLDING

1 PLOT PLAN WITH WINDOW LINES

Scale: N.T.S.

SHEET TITLE:

PLOT PLAN

PROJECT NAME/ADDRESS:

330 EAST 38 STREET
NEW YORK CITY
LOCAL LAW

SEAL & SIGNATURE

DATE	10.31.12
PROJECT No:	12-1427
DRAWING BY:	KR
CHK BY:	EP

DWG No:

A-100.00

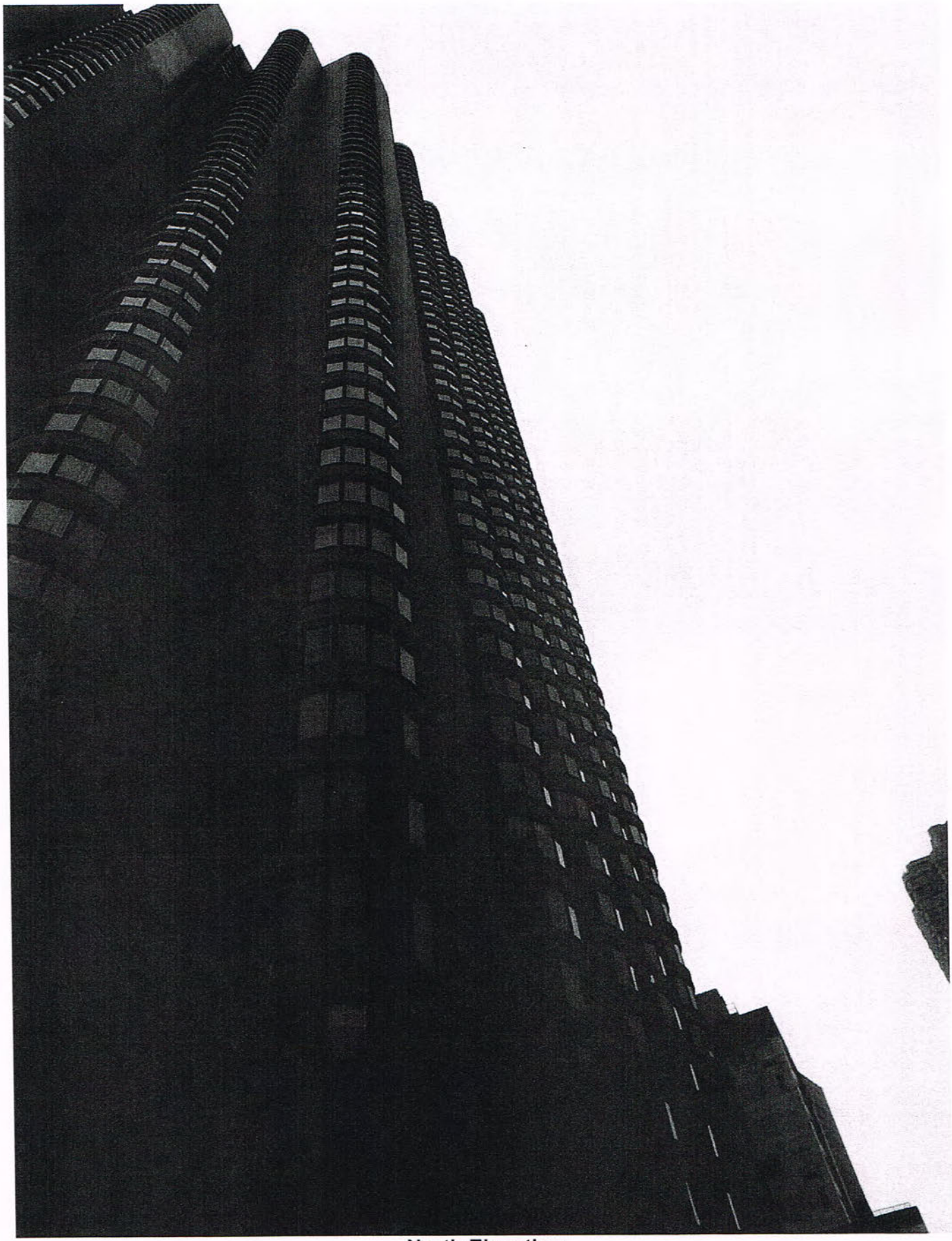
stone ENGINEERING



Main Entrance



East Elevation - Main Entrance



North Elevation



South Elevation



West Elevation

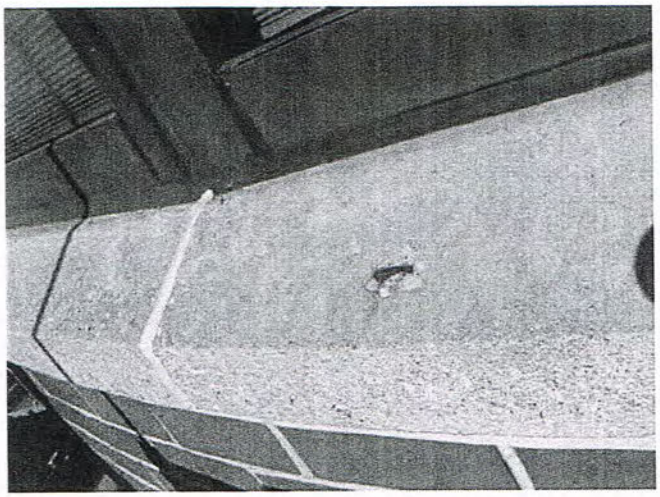


Photo No. 01

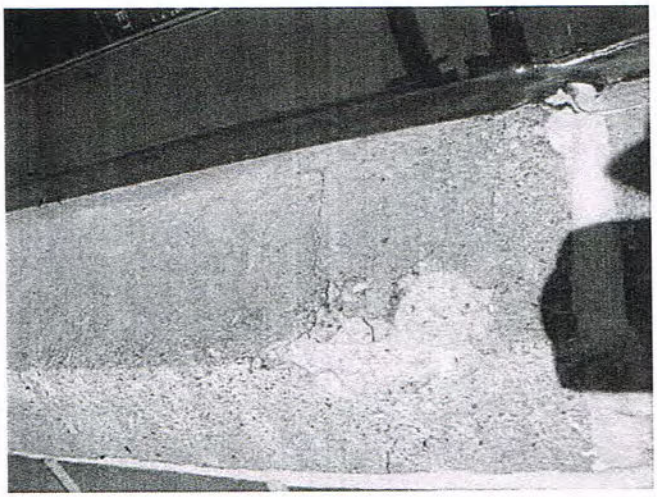


Photo No. 02



Photo No. 03

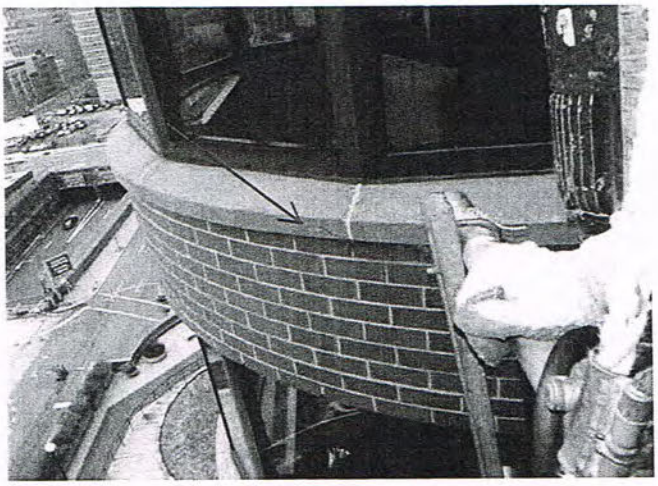


Photo No. 04



Photo No. 05

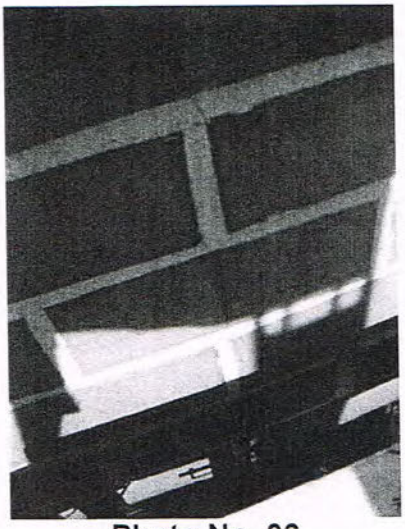


Photo No. 06

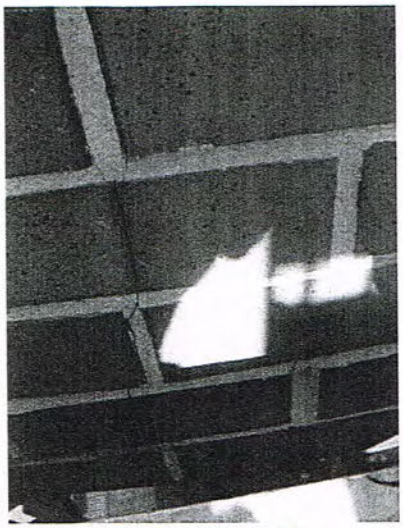


Photo No. 07

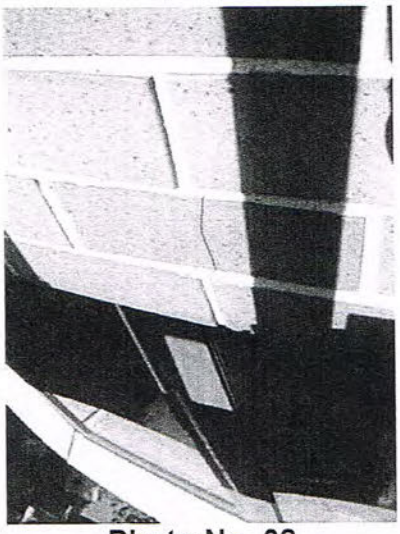


Photo No. 08



Photo No. 09



Photo No. 10



Photo No. 11

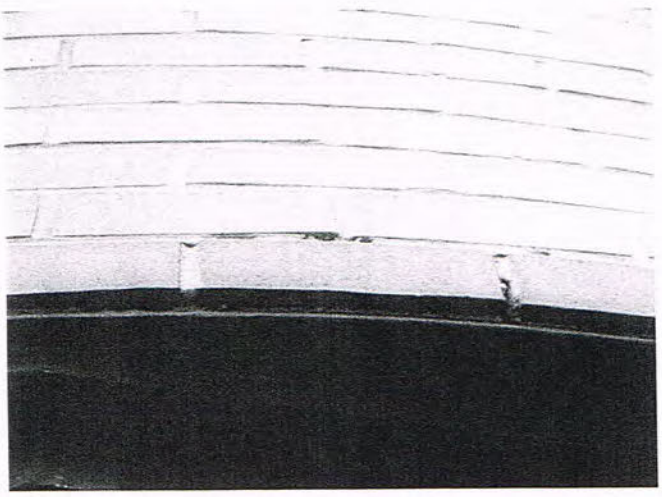


Photo No. 12



Photo No. 13

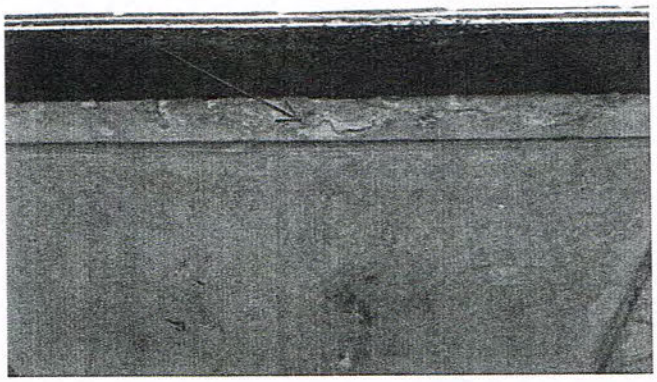


Photo No. 14

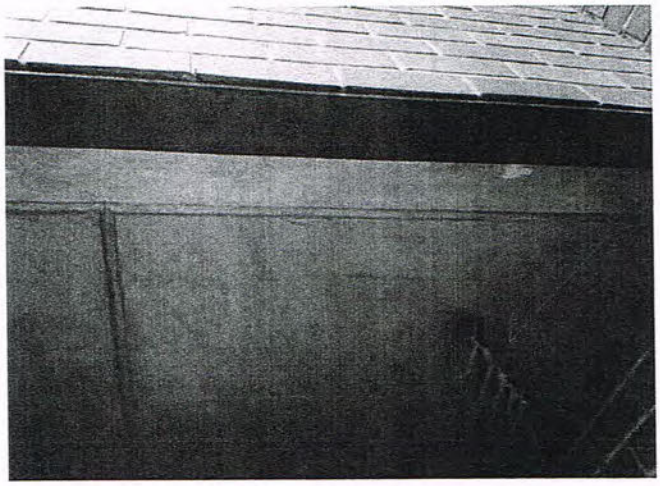


Photo No. 15

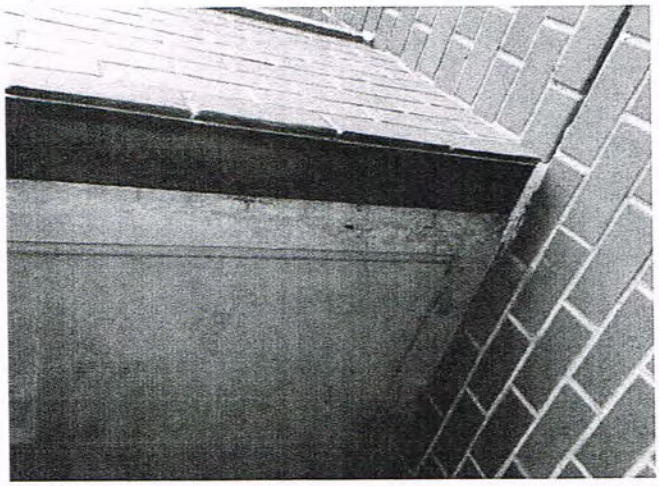


Photo No. 16



Photo No. 17



Photo No. 18

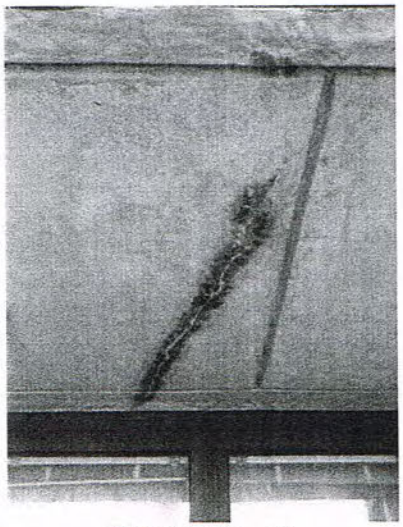


Photo No. 19

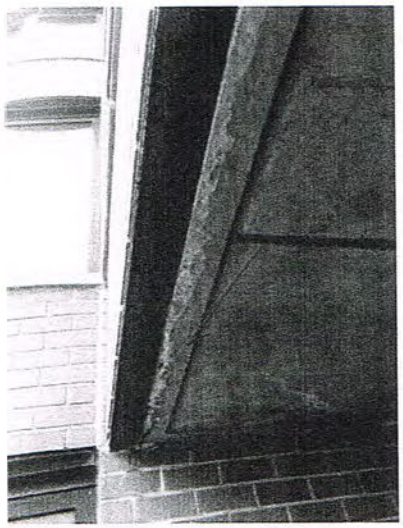


Photo No. 20



Photo No. 21

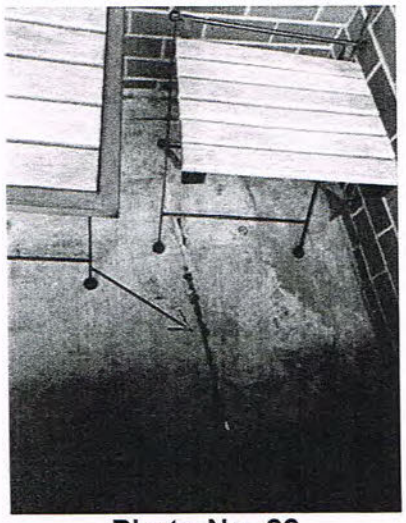


Photo No. 22

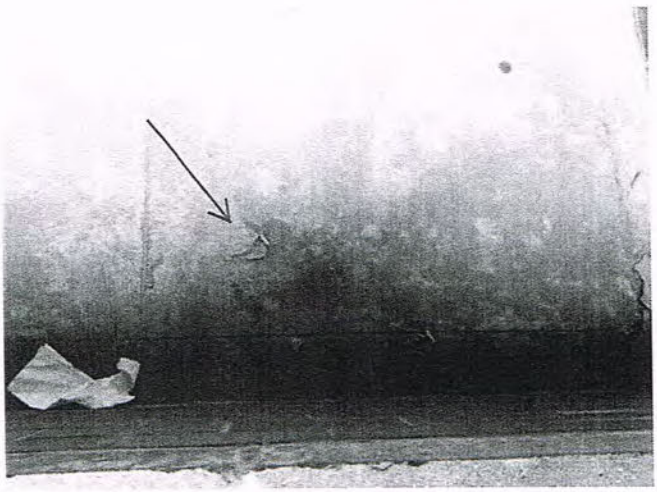


Photo No. 23



Photo No. 24

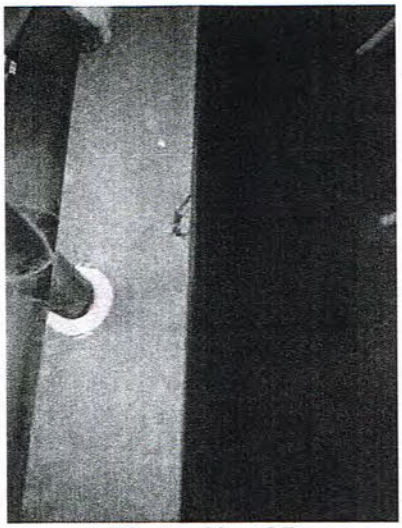


Photo No. 25



Photo No. 26

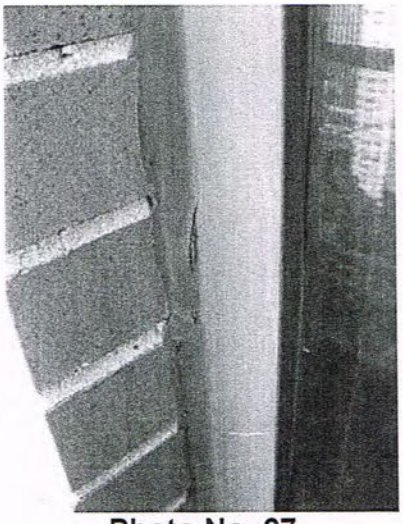


Photo No. 27

NYC Buildings

NYC.gov always open

CLICK HERE TO SIGN UP FOR BUILDINGS NEWS

NYC Department of Buildings

Facades on Block / Lot

Premises: 330 EAST 38 STREET MANHATTAN **BIN: 1076166 Block: 943 Lot: 7501**

Filter by cycle: Show All Cycles GO

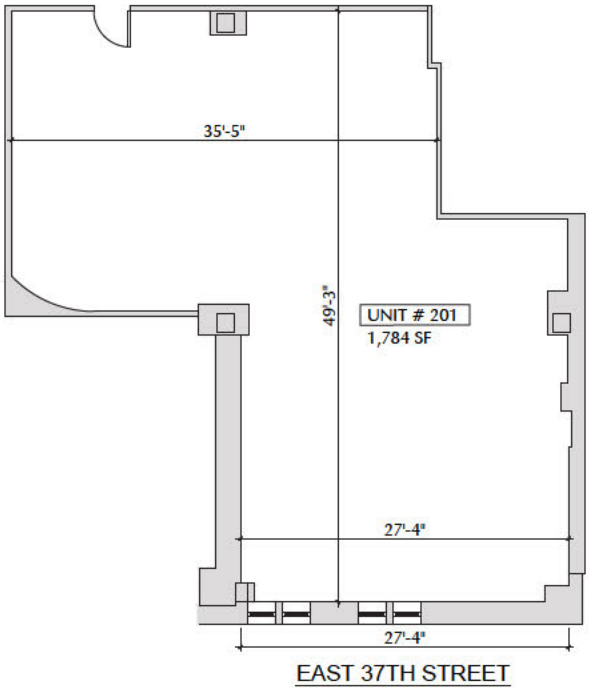
CYCLE	SUB-CYCLE	CONTROL NUMBER	HOUSE NUMBER	STREET NAME	BBL SEQNO	CURRENT STATUS	BIN	NUM STORIES	INIT FILE DATE
05		502921	330	EAST 38 STREET	01	OK	1076166	055	01/30/2002
06		602921	330	EAST 38 STREET	01	SW	1076166	055	08/23/2005
07	C	702921	330	EAST 38 STREET	01	NR	1076166	055	

If you have any questions please review these Frequently Asked Questions, the Glossary, or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.

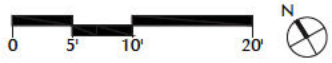
EXHIBIT 5

FLOOR PLANS

DRAFT 4.22.16

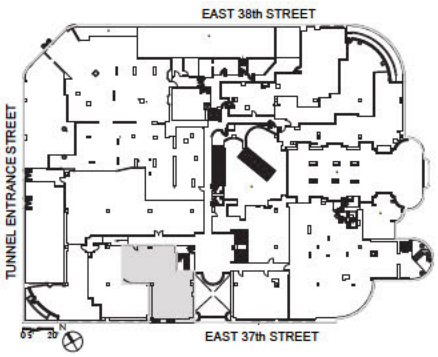


UNIT 201
SECOND FLOOR
UNIT SQUARE FOOTAGE : 1,784 SF



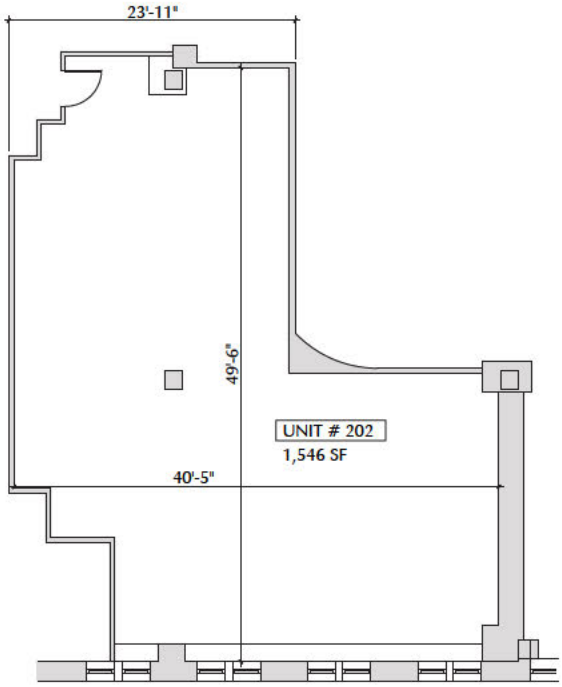
THE CORINTHIAN OFFICE CONDOMINIUM

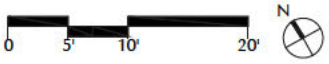
345 EAST 37TH STREET, NEW YORK, NY



UNIT 201
SECOND FLOOR

DRAFT 4.22.16

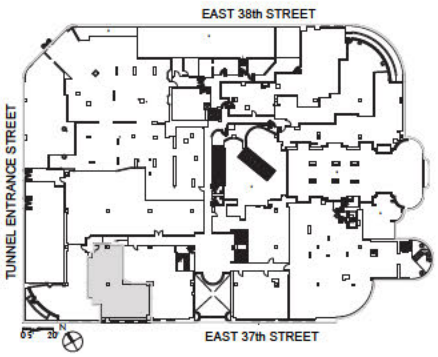




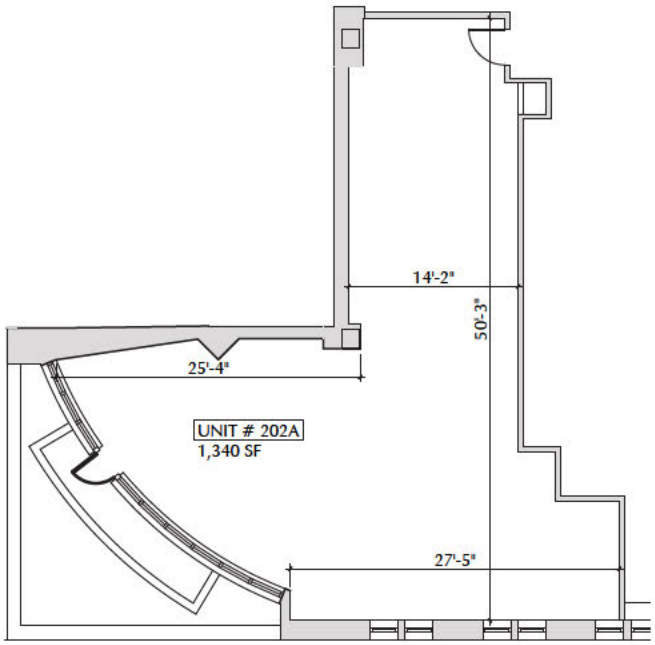
UNIT 202
SECOND FLOOR
UNIT SQUARE FOOTAGE : 1,546 SF

THE CORINTHIAN OFFICE CONDOMINIUM
345 EAST 37TH STREET, NEW YORK, NY

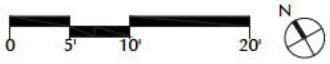
This floor plan represents only an approximation of the dimensions and layout of the Unit(s). The actual layout of a Unit may have been altered by tenants thereof or others, and no variation will affect a Purchaser's obligations under his or her Agreement or the Offering Plan. In particular, but without limiting the foregoing, Purchasers are advised that this Floor Plan generally reflects only the perimeter of the Unit(s) and not any interior partitions or other fit-out work which may exist in a Unit as a result of tenant installations. 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 of any obligations under an Agreement by virtue of an inaccuracy or error in the Floor Plans and/or the existence of any interior partitions or other fit-out work existing in a Unit and not shown on the Floor Plans. Each Unit shall be inspected by the Purchaser thereof prior to the purchase and again prior to the closing of title thereto to determine the actual dimensions, layout and physical condition thereof. Square footage exceeds the usable floor area and was calculated using the Approximate Square Footage Measurement Methodology, as defined in the Offering Plan. Sponsor reserves the right to make changes in accordance with the Offering Plan.



UNIT 202
SECOND FLOOR

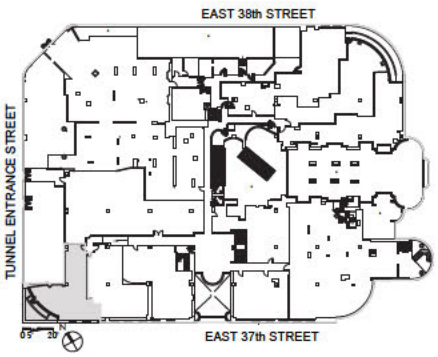


UNIT 202A
SECOND FLOOR
UNIT SQUARE FOOTAGE : 1,340 SF



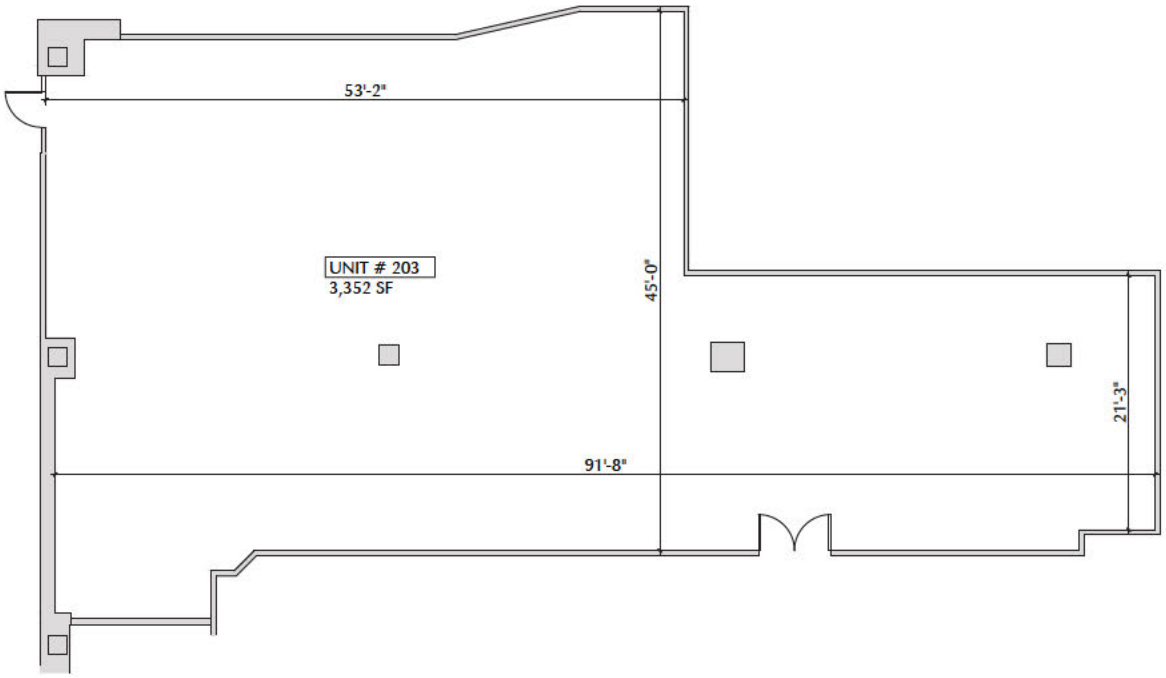
THE CORINTHIAN OFFICE CONDOMINIUM
345 EAST 37TH STREET, NEW YORK, NY

This floor plan represents only an approximation of the dimensions and layout of the Unit(s). The actual layout of a Unit may have been altered by tenants thereof or others, and no variation will affect a Purchaser's obligations under his or her Agreement or the Offering Plan. In particular, but without limiting the foregoing, Purchasers are advised that this Floor Plan generally reflects only the perimeter of the Unit(s) and not any interior partitions or other fit-out work which may exist in a Unit as a result of tenant installations. 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 of any obligations under an Agreement by virtue of an inaccuracy or error in the Floor Plans and/or the existence of any interior partitions or other fit-out work existing in a Unit and not shown on the Floor Plans. Each Unit shall be inspected by the Purchaser thereof prior to the purchase and again prior to the closing of title thereto to determine the actual dimensions, layout and physical condition thereof. Square footage exceeds the usable floor area and was calculated using the Approximate Square Footage Measurement Methodology, as defined in the Offering Plan. Sponsor reserves the right to make changes in accordance with the Offering Plan.



UNIT 202A
SECOND FLOOR

DRAFT 4.22.16





UNIT 203
SECOND FLOOR
UNIT SQUARE FOOTAGE : 3,352 SF

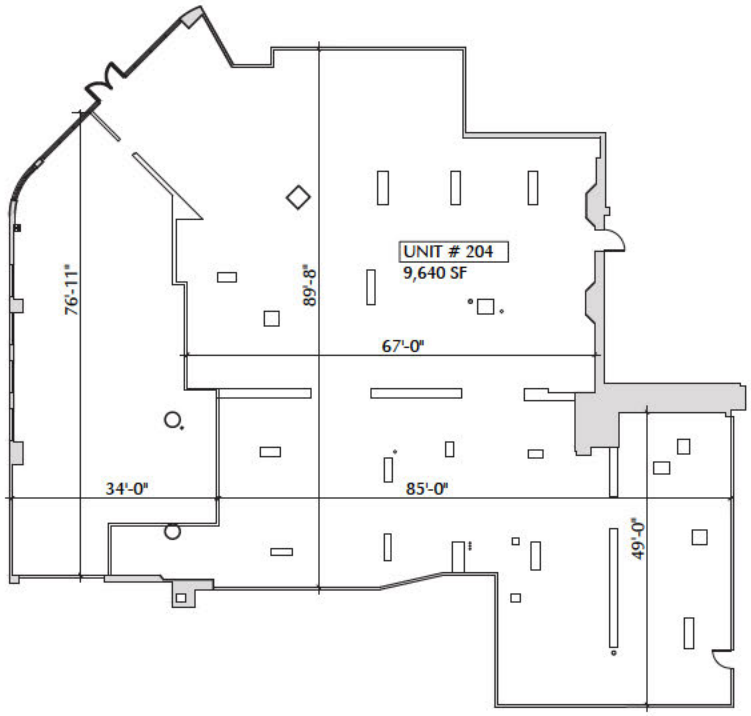
THE CORINTHIAN OFFICE CONDOMINIUM
345 EAST 37TH STREET, NEW YORK, NY

This floor plan represents only an approximation of the dimensions and layout of the Unit(s). The actual layout of a Unit may have been altered by tenants thereof or others, and no variation will affect a Purchaser's obligations under his or her Agreement or the Offering Plan. In particular, but without limiting the foregoing, Purchasers are advised that this Floor Plan generally reflects only the perimeter of the Unit(s) and not any interior partitions or other fit-out work which may exist in a Unit as a result of tenant installations. 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 of any obligations under an Agreement by virtue of an inaccuracy or error in the Floor Plans and/or the existence of any interior partitions or other fit-out work existing in a Unit and not shown on the Floor Plans. Each Unit shall be inspected by the Purchaser thereof prior to the purchase and again prior to the closing of title thereto to determine the actual dimensions, layout and physical condition thereof. Square footage exceeds the usable floor area and was calculated using the Approximate Square Footage Measurement Methodology, as defined in the Offering Plan. Sponsor reserves the right to make changes in accordance with the Offering Plan.



UNIT 203
SECOND FLOOR

DRAFT 4.22.16

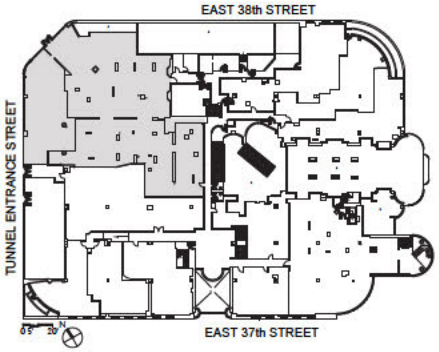




UNIT 204
SECOND FLOOR
UNIT SQUARE FOOTAGE : 9,640 SF

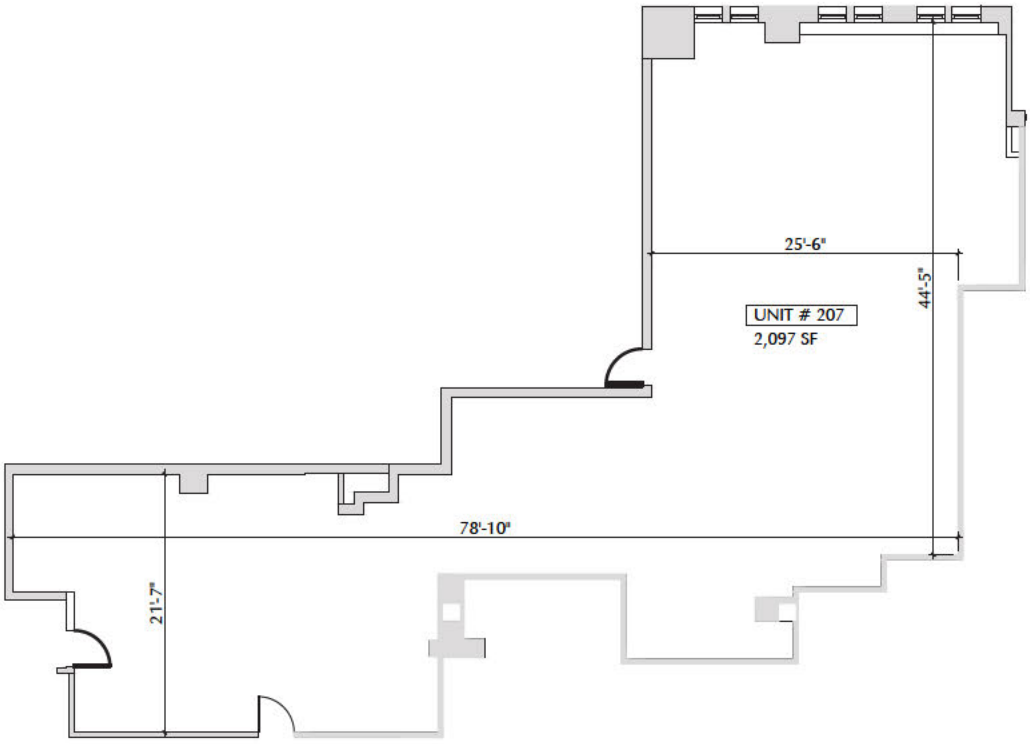
THE CORINTHIAN OFFICE CONDO
345 EAST 37TH STREET, NEW YORK, NY

This floor plan represents only an approximation of the dimensions and layout of the Unit(s). The actual layout of a Unit may have been altered by tenants thereof or others, and no variation will affect a Purchaser's obligations under his or her Agreement or the Offering Plan. In particular, but without limiting the foregoing, Purchasers are advised that this Floor Plan generally reflects only the perimeter of the Unit(s) and not any interior partitions or other fit-out work which may exist in a Unit as a result of tenant installations. 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 of any obligations under an Agreement by virtue of an inaccuracy or error in the Floor Plans and/or the existence of any interior partitions or other fit-out work existing in a Unit and not shown on the Floor Plans. Each Unit shall be inspected by the Purchaser thereof prior to the purchase and again prior to the closing of title thereto to determine the actual dimensions, layout and physical condition thereof. Square footage exceeds the usable floor area and was calculated using the Approximate Square Footage Measurement Methodology, as defined in the Offering Plan. Sponsor reserves the right to make changes in accordance with the Offering Plan.



UNIT 204
SECOND FLOOR

DRAFT 4.22.16

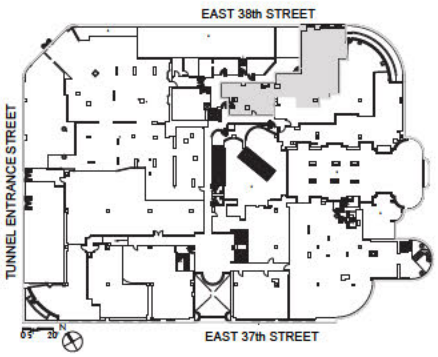


UNIT 207
SECOND FLOOR
UNIT SQUARE FOOTAGE : 2,097 SF



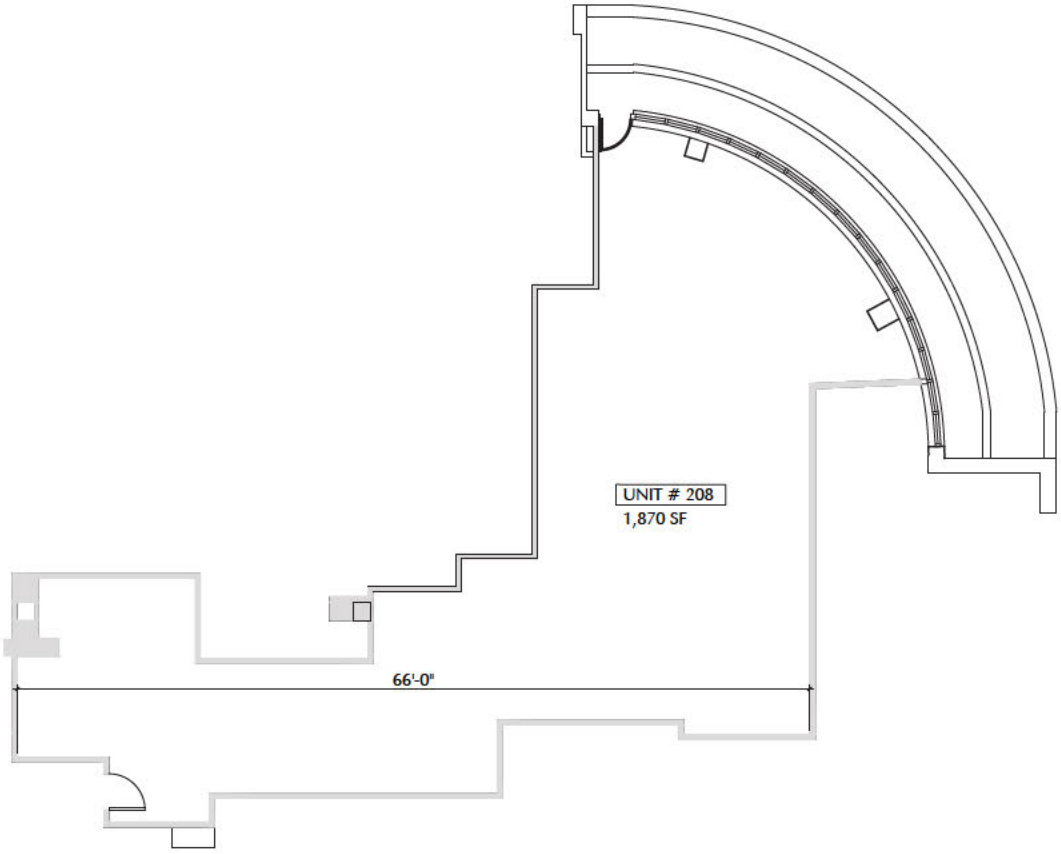
THE CORINTHIAN OFFICE CONDOMINIUM
345 EAST 37TH STREET, NEW YORK, NY

This floor plan represents only an approximation of the dimensions and layout of the Unit(s). The actual layout of a Unit may have been altered by tenants thereof or others, and no variation will affect a Purchaser's obligations under his or her Agreement or the Offering Plan. In particular, but without limiting the foregoing, Purchasers are advised that this Floor Plan generally reflects only the perimeter of the Unit(s) and not any interior partitions or other fit-out work which may exist in a Unit as a result of tenant installations. 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 of any obligations under an Agreement by virtue of an inaccuracy or error in the Floor Plans and/or the existence of any interior partitions or other fit-out work existing in a Unit and not shown on the Floor Plans. Each Unit shall be inspected by the Purchaser thereof prior to the purchase and again prior to the closing of title thereto to determine the actual dimensions, layout and physical condition thereof. Square footage exceeds the usable floor area and was calculated using the Approximate Square Footage Measurement Methodology, as defined in the Offering Plan. Sponsor reserves the right to make changes in accordance with the Offering Plan.



UNIT 207
SECOND FLOOR

DRAFT 4.22.16

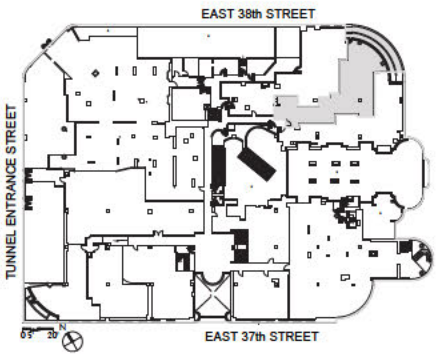


0 5' 10' 20' N

UNIT 208
SECOND FLOOR
UNIT SQUARE FOOTAGE : 1,870 SF

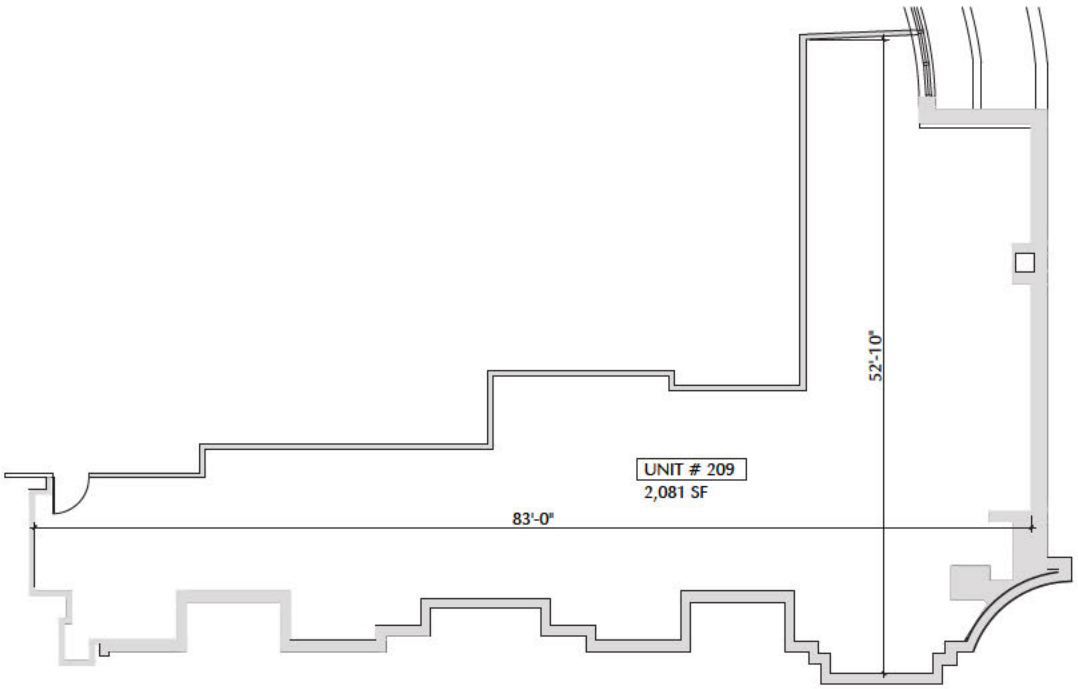
THE CORINTHIAN OFFICE CONDOMINIUM
345 EAST 37TH STREET, NEW YORK, NY

This floor plan represents only an approximation of the dimensions and layout of the Unit(s). The actual layout of a Unit may have been altered by tenants thereof or others, and no variation will affect a Purchaser's obligations under his or her Agreement or the Offering Plan. In particular, but without limiting the foregoing, Purchasers are advised that this Floor Plan generally reflects only the perimeter of the Unit(s) and not any interior partitions or other fit-out work which may exist in a Unit as a result of tenant installations. 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 of any obligations under an Agreement by virtue of an inaccuracy or error in the Floor Plans and/or the existence of any interior partitions or other fit-out work existing in a Unit and not shown on the Floor Plans. Each Unit shall be inspected by the Purchaser thereof prior to the purchase and again prior to the closing of title thereto to determine the actual dimensions, layout and physical condition thereof. Square footage exceeds the usable floor area and was calculated using the Approximate Square Footage Measurement Methodology, as defined in the Offering Plan. Sponsor reserves the right to make changes in accordance with the Offering Plan.



UNIT 208
SECOND FLOOR

DRAFT 4.22.16

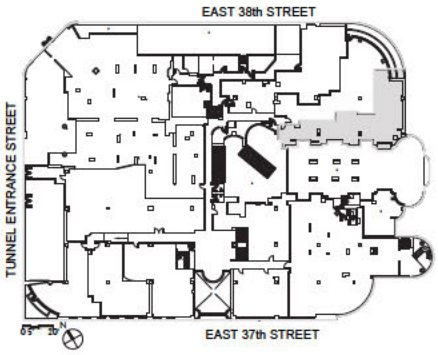


UNIT 209
SECOND FLOOR
UNIT SQUARE FOOTAGE : 2,081 SF

0 5' 10' 20' N

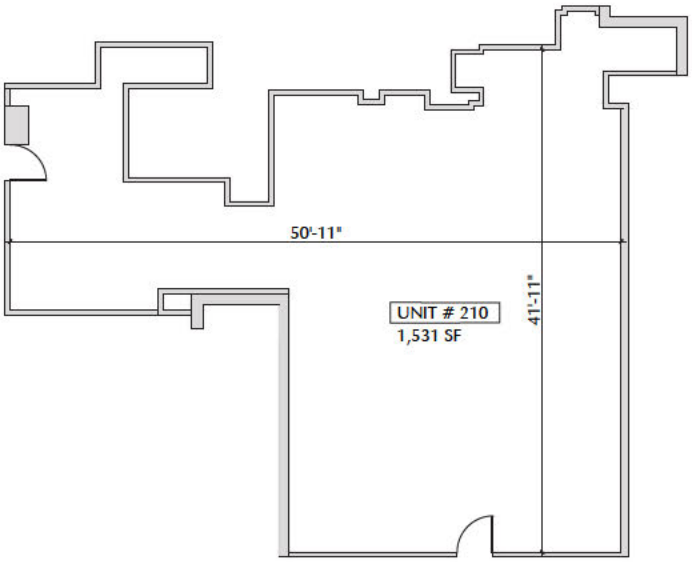
THE CORINTHIAN OFFICE CONDOMINIUM
345 EAST 37TH STREET, NEW YORK, NY

This floor plan represents only an approximation of the dimensions and layout of the Unit(s). The actual layout of a Unit may have been altered by tenants thereof or others, and no variation will affect a Purchaser's obligations under his or her Agreement or the Offering Plan. In particular, but without limiting the foregoing, Purchasers are advised that this Floor Plan generally reflects only the perimeter of the Unit(s) and not any interior partitions or other fit-out work which may exist in a Unit as a result of tenant installations. 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 of any obligations under an Agreement by virtue of an inaccuracy or error in the Floor Plans and/or the existence of any interior partitions or other fit-out work existing in a Unit and not shown on the Floor Plans. Each Unit shall be inspected by the Purchaser thereof prior to the purchase and again prior to the closing of title thereto to determine the actual dimensions, layout and physical condition thereof. Square footage exceeds the usable floor area and was calculated using the Approximate Square Footage Measurement Methodology, as defined in the Offering Plan. Sponsor reserves the right to make changes in accordance with the Offering Plan.



UNIT 209
SECOND FLOOR

DRAFT 4.22.16

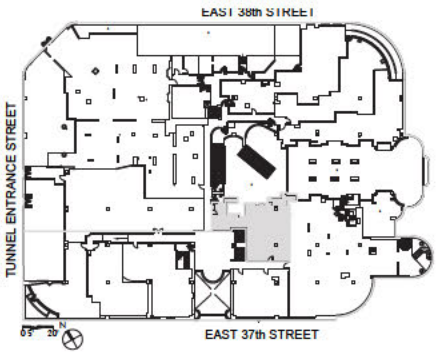


UNIT 210
SECOND FLOOR
UNIT SQUARE FOOTAGE : 1,531 SF



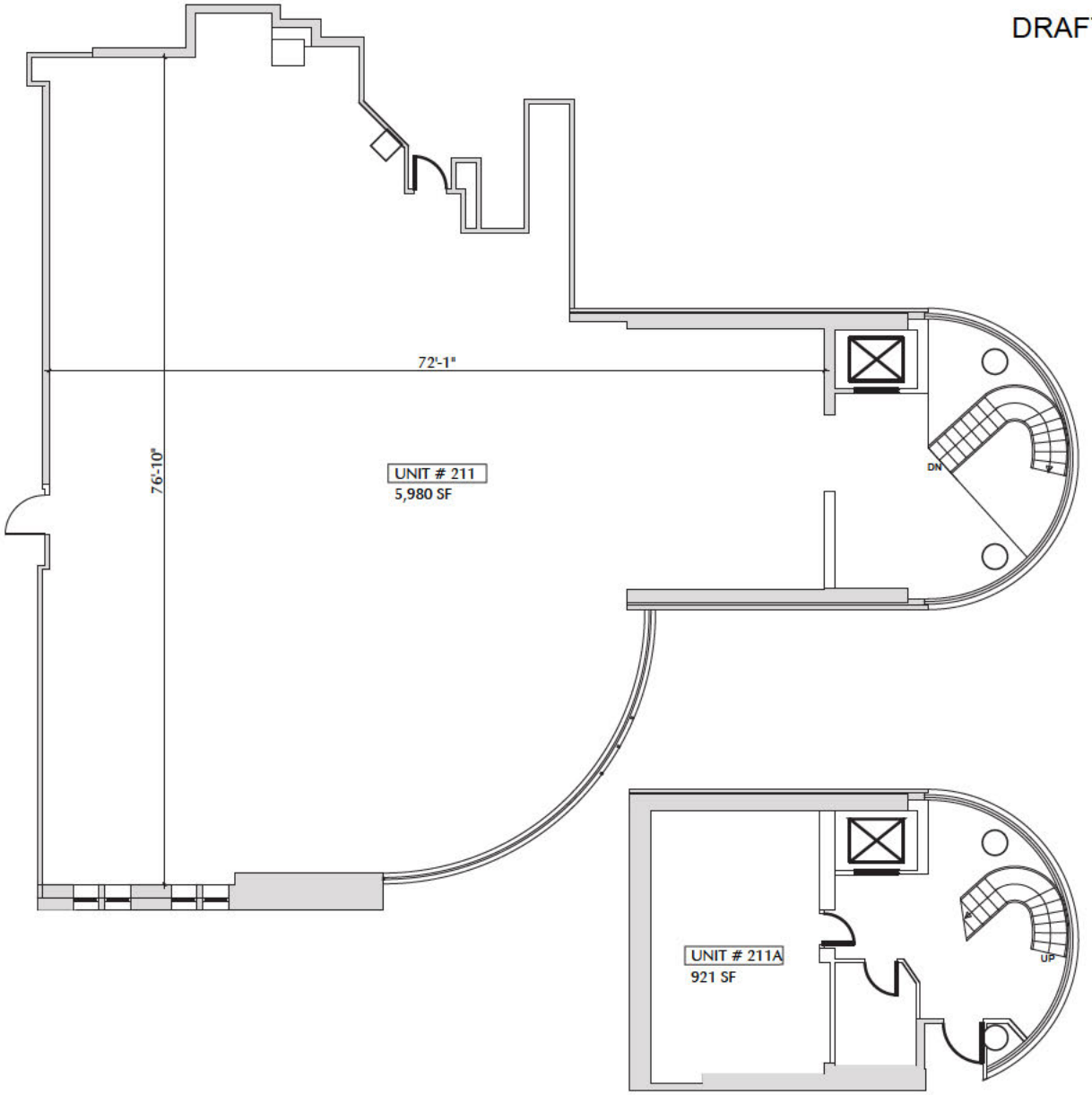
THE CORINTHIAN OFFICE CONDOMINIUM
345 EAST 37TH STREET, NEW YORK, NY

This floor plan represents only an approximation of the dimensions and layout of the Unit(s). The actual layout of a Unit may have been altered by tenants thereof or others, and no variation will affect a Purchaser's obligations under his or her Agreement or the Offering Plan. In particular, but without limiting the foregoing, Purchasers are advised that this Floor Plan generally reflects only the perimeter of the Unit(s) and not any interior partitions or other fit-out work which may exist in a Unit as a result of tenant installations. 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 of any obligations under an Agreement by virtue of an inaccuracy or error in the Floor Plans and/or the existence of any interior partitions or other fit-out work existing in a Unit and not shown on the Floor Plans. Each Unit shall be inspected by the Purchaser thereof prior to the purchase and again prior to the closing of title thereto to determine the actual dimensions, layout and physical condition thereof. Square footage exceeds the usable floor area and was calculated using the Approximate Square Footage Measurement Methodology, as defined in the Offering Plan. Sponsor reserves the right to make changes in accordance with the Offering Plan.



UNIT 210
SECOND FLOOR

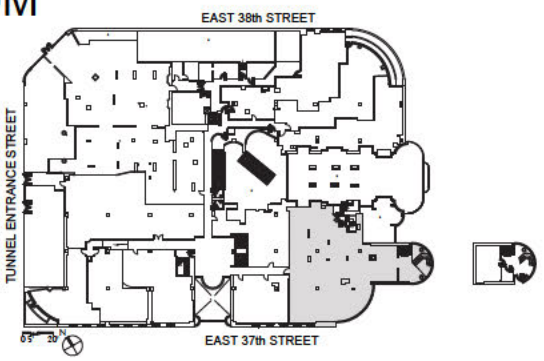
DRAFT 4.22.16



UNIT 211
SECOND FLOOR
UNIT SQUARE FOOTAGE : 6,901 SF

THE CORINTHIAN OFFICE CONDOMINIUM
345 EAST 37TH STREET, NEW YORK, NY

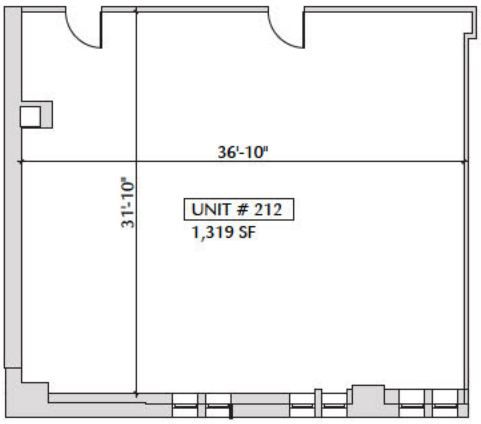
This floor plan represents only an approximation of the dimensions and layout of the Unit(s). The actual layout of a Unit may have been altered by tenants thereof or others, and no variation will affect a Purchaser's obligations under his or her Agreement or the Offering Plan. In particular, but without limiting the foregoing, Purchasers are advised that this Floor Plan generally reflects only the perimeter of the Unit(s) and not any interior partitions or other fit-out work which may exist in a Unit as a result of tenant installations. 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 of any obligations under an Agreement by virtue of an inaccuracy or error in the Floor Plans and/or the existence of any interior partitions or other fit-out work existing in a Unit and not shown on the Floor Plans. Each Unit shall be inspected by the Purchaser thereof prior to the purchase and again prior to the closing of title thereto to determine the actual dimensions, layout and physical condition thereof. Square footage exceeds the usable floor area and was calculated using the Approximate Square Footage Measurement Methodology, as defined in the Offering Plan. Sponsor reserves the right to make changes in accordance with the Offering Plan.



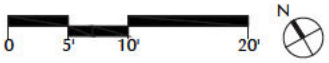
UNIT 211
SECOND FLOOR

UNIT 211
GROUND FLOOR

DRAFT 4.22.16

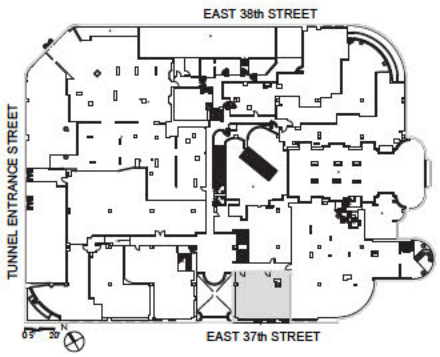


PART OF UNIT 212
SECOND FLOOR
UNIT SQUARE FOOTAGE : 1,319 SF



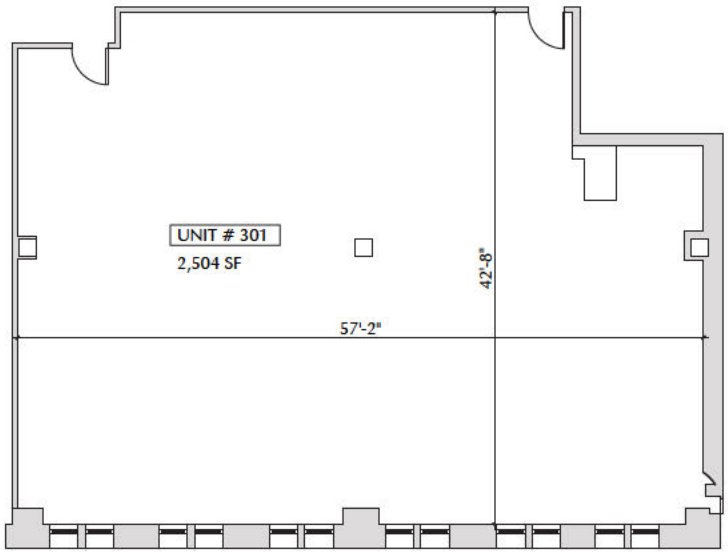
THE CORINTHIAN OFFICE CONDOMINIUM
345 EAST 37TH STREET, NEW YORK, NY

This floor plan represents only an approximation of the dimensions and layout of the Unit(s). The actual layout of a Unit may have been altered by tenants thereof or others, and no variation will affect a Purchaser's obligations under his or her Agreement or the Offering Plan. In particular, but without limiting the foregoing, Purchasers are advised that this Floor Plan generally reflects only the perimeter of the Unit(s) and not any interior partitions or other fit-out work which may exist in a Unit as a result of tenant installations. 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 of any obligations under an Agreement by virtue of an inaccuracy or error in the Floor Plans and/or the existence of any interior partitions or other fit-out work existing in a Unit and not shown on the Floor Plans. Each Unit shall be inspected by the Purchaser thereof prior to the purchase and again prior to the closing of title thereto to determine the actual dimensions, layout and physical condition thereof. Square footage exceeds the usable floor area and was calculated using the Approximate Square Footage Measurement Methodology, as defined in the Offering Plan. Sponsor reserves the right to make changes in accordance with the Offering Plan.



UNIT 212
SECOND FLOOR

DRAFT 4.22.16



EAST 37TH STREET

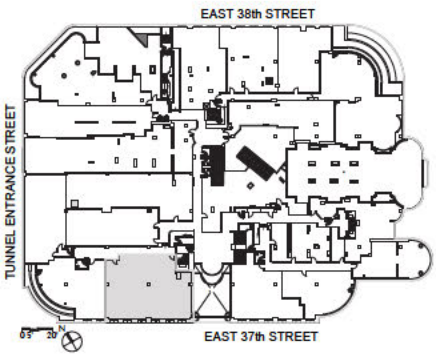


UNIT 301
THIRD FLOOR
UNIT SQUARE FOOTAGE : 2,504 SF

THE CORINTHIAN OFFICE CONDOMINIUM

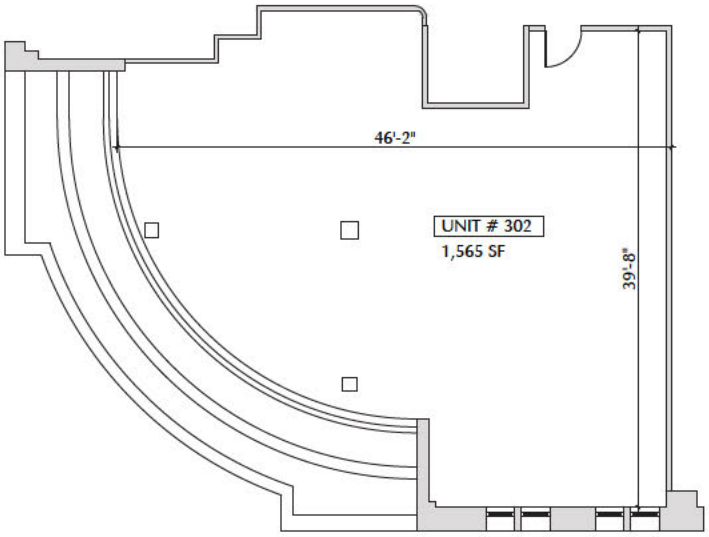
345 EAST 37TH STREET, NEW YORK, NY

This floor plan represents only an approximation of the dimensions and layout of the Unit(s). The actual layout of a Unit may have been altered by tenants thereof or others, and no variation will affect a Purchaser's obligations under his or her Agreement or the Offering Plan. In particular, but without limiting the foregoing, Purchasers are advised that this Floor Plan generally reflects only the perimeter of the Unit(s) and not any interior partitions or other fit-out work which may exist in a Unit as a result of tenant installations. 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 of any obligations under an Agreement by virtue of an inaccuracy or error in the Floor Plans and/or the existence of any interior partitions or other fit-out work existing in a Unit and not shown on the Floor Plans. Each Unit shall be inspected by the Purchaser thereof prior to the purchase and again prior to the closing of title thereto to determine the actual dimensions, layout and physical condition thereof. Square footage exceeds the usable floor area and was calculated using the Approximate Square Footage Measurement Methodology, as defined in the Offering Plan. Sponsor reserves the right to make changes in accordance with the Offering Plan.

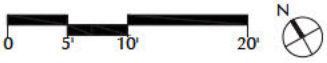


UNIT 301
THIRD FLOOR

DRAFT 4.22.16



EAST 37TH STREET

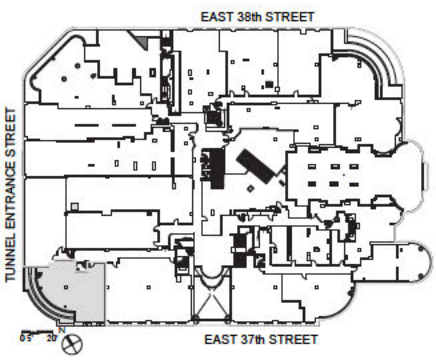


UNIT 302
THIRD FLOOR
UNIT SQUARE FOOTAGE : 1,565 SF

THE CORINTHIAN OFFICE CONDOMINIUM

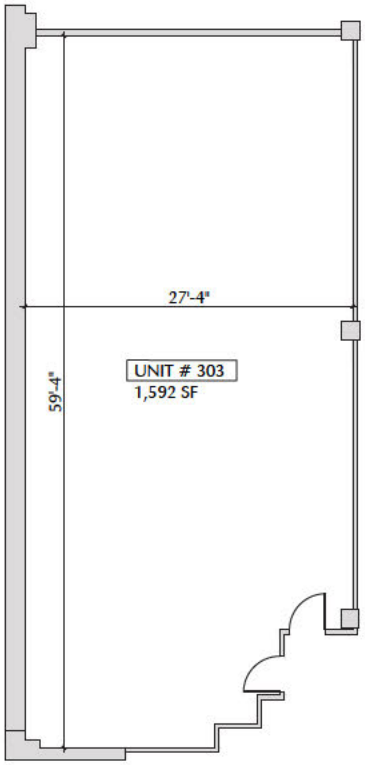
345 EAST 37TH STREET, NEW YORK, NY

This floor plan represents only an approximation of the dimensions and layout of the Unit(s). The actual layout of a Unit may have been altered by tenants thereof or others, and no variation will affect a Purchaser's obligations under his or her Agreement or the Offering Plan. In particular, but without limiting the foregoing, Purchasers are advised that this Floor Plan generally reflects only the perimeter of the Unit(s) and not any interior partitions or other fit-out work which may exist in a Unit as a result of tenant installations. 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 of any obligations under an Agreement by virtue of an inaccuracy or error in the Floor Plans and/or the existence of any interior partitions or other fit-out work existing in a Unit and not shown on the Floor Plans. Each Unit shall be inspected by the Purchaser thereof prior to the purchase and again prior to the closing of title thereto to determine the actual dimensions, layout and physical condition thereof. Square footage exceeds the usable floor area and was calculated using the Approximate Square Footage Measurement Methodology, as defined in the Offering Plan. Sponsor reserves the right to make changes in accordance with the Offering Plan.



UNIT 302
THIRD FLOOR

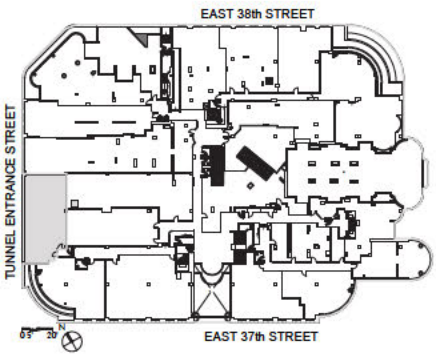
DRAFT 4.22.16



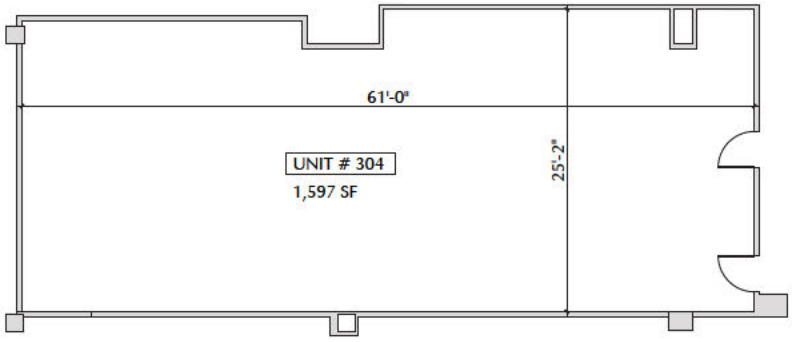
UNIT 303
THIRD FLOOR
UNIT SQUARE FOOTAGE : 1,592 SF
THE CORINTHIAN OFFICE CONDOMINIUM
345 EAST 37TH STREET, NEW YORK, NY



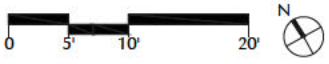
This floor plan represents only an approximation of the dimensions and layout of the Unit(s). The actual layout of a Unit may have been altered by tenants thereof or others, and no variation will affect a Purchaser's obligations under his or her Agreement or the Offering Plan. In particular, but without limiting the foregoing, Purchasers are advised that this Floor Plan generally reflects only the perimeter of the Unit(s) and not any interior partitions or other fit-out work which may exist in a Unit as a result of tenant installations. 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 of any obligations under an Agreement by virtue of an inaccuracy or error in the Floor Plans and/or the existence of any interior partitions or other fit-out work existing in a Unit and not shown on the Floor Plans. Each Unit shall be inspected by the Purchaser thereof prior to the purchase and again prior to the closing of title thereto to determine the actual dimensions, layout and physical condition thereof. Square footage exceeds the usable floor area and was calculated using the Approximate Square Footage Measurement Methodology, as defined in the Offering Plan. Sponsor reserves the right to make changes in accordance with the Offering Plan.



UNIT 303
THIRD FLOOR



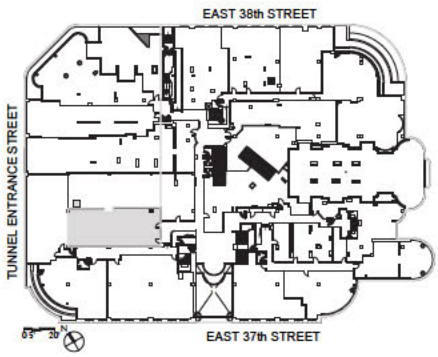
UNIT 304
THIRD FLOOR
UNIT SQUARE FOOTAGE : 1,597 SF



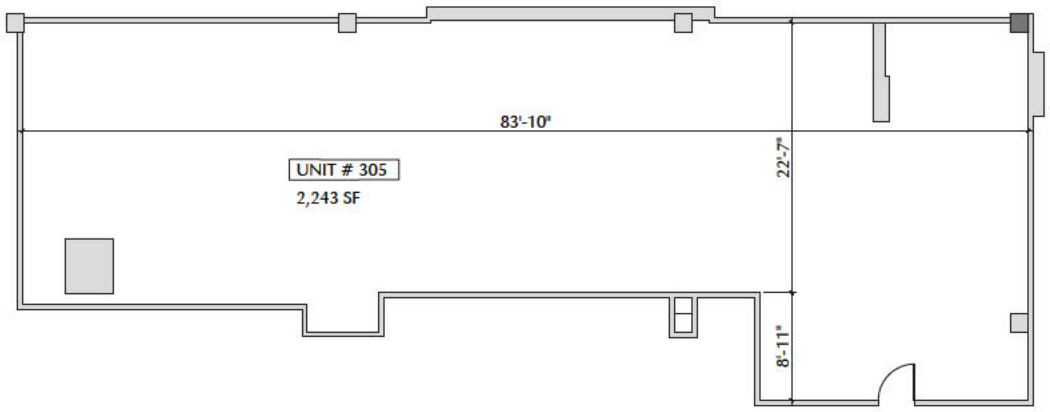
THE CORINTHIAN OFFICE CONDOMINIUM

345 EAST 37TH STREET, NEW YORK, NY

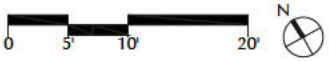
This floor plan represents only an approximation of the dimensions and layout of the Unit(s). The actual layout of a Unit may have been altered by tenants thereof or others, and no variation will affect a Purchaser's obligations under his or her Agreement or the Offering Plan. In particular, but without limiting the foregoing, Purchasers are advised that this Floor Plan generally reflects only the perimeter of the Unit(s) and not any interior partitions or other fit-out work which may exist in a Unit as a result of tenant installations. 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 of any obligations under an Agreement by virtue of an inaccuracy or error in the Floor Plans and/or the existence of any interior partitions or other fit-out work existing in a Unit and not shown on the Floor Plans. Each Unit shall be inspected by the Purchaser thereof prior to the purchase and again prior to the closing of title thereto to determine the actual dimensions, layout and physical condition thereof. Square footage exceeds the usable floor area and was calculated using the Approximate Square Footage Measurement Methodology, as defined in the Offering Plan. Sponsor reserves the right to make changes in accordance with the Offering Plan.



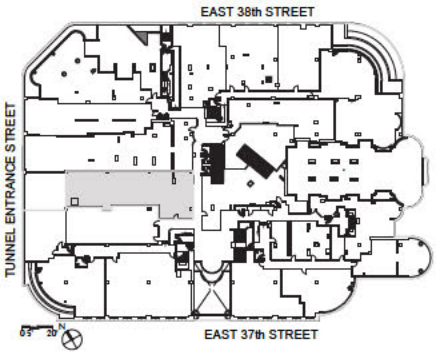
UNIT 304
THIRD FLOOR



UNIT 305
THIRD FLOOR
UNIT SQUARE FOOTAGE : 2,243 SF
THE CORINTHIAN OFFICE CONDOMINIUM
345 EAST 37TH STREET, NEW YORK, NY

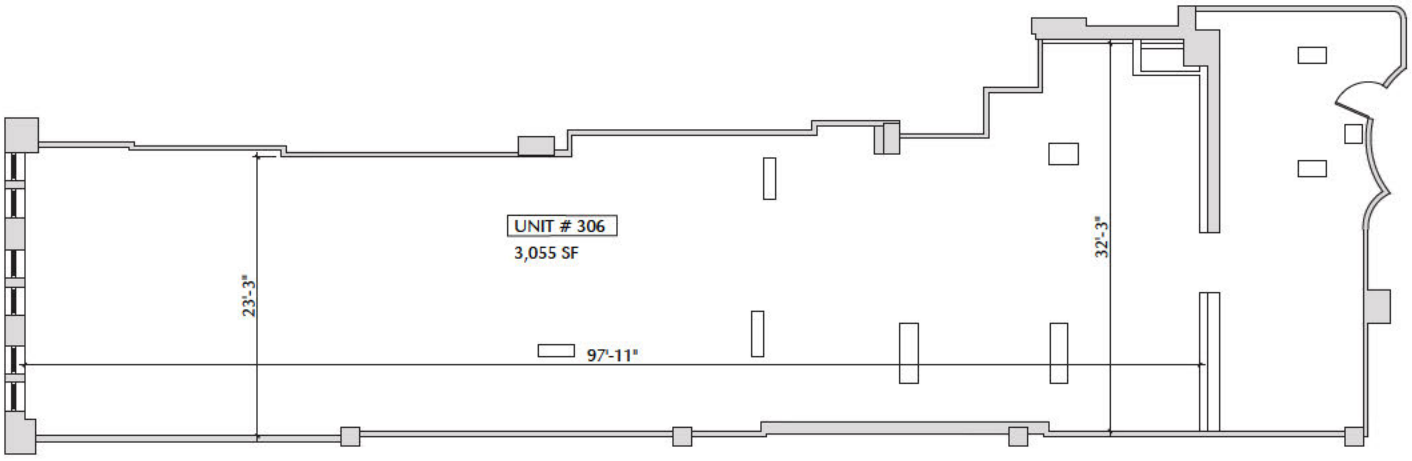


This floor plan represents only an approximation of the dimensions and layout of the Unit(s). The actual layout of a Unit may have been altered by tenants thereof or others, and no variation will affect a Purchaser's obligations under his or her Agreement or the Offering Plan. In particular, but without limiting the foregoing, Purchasers are advised that this Floor Plan generally reflects only the perimeter of the Unit(s) and not any interior partitions or other fit-out work which may exist in a Unit as a result of tenant installations. 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 of any obligations under an Agreement by virtue of an inaccuracy or error in the Floor Plans and/or the existence of any interior partitions or other fit-out work existing in a Unit and not shown on the Floor Plans. Each Unit shall be inspected by the Purchaser thereof prior to the purchase and again prior to the closing of title thereto to determine the actual dimensions, layout and physical condition thereof. Square footage exceeds the usable floor area and was calculated using the Approximate Square Footage Measurement Methodology, as defined in the Offering Plan. Sponsor reserves the right to make changes in accordance with the Offering Plan.

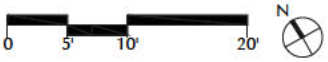


UNIT 305
THIRD FLOOR

DRAFT 4.22.16



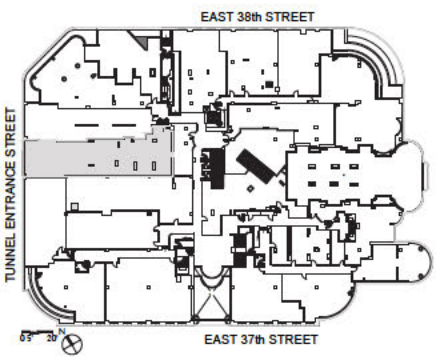
UNIT 306
THIRD FLOOR
UNIT SQUARE FOOTAGE : 3,055 SF



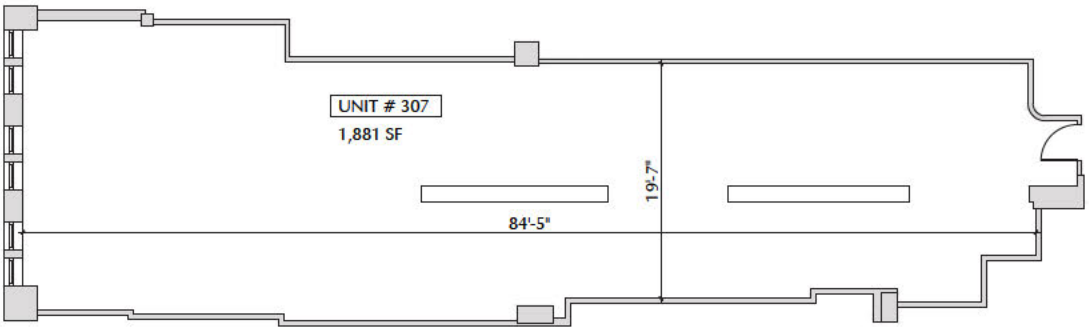
THE CORINTHIAN OFFICE CONDOMINIUM

345 EAST 37TH STREET, NEW YORK, NY

This floor plan represents only an approximation of the dimensions and layout of the Unit(s). The actual layout of a Unit may have been altered by tenants thereof or others, and no variation will affect a Purchaser's obligations under his or her Agreement or the Offering Plan. In particular, but without limiting the foregoing, Purchasers are advised that this Floor Plan generally reflects only the perimeter of the Unit(s) and not any interior partitions or other fit-out work which may exist in a Unit as a result of tenant installations. 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 of any obligations under an Agreement by virtue of an inaccuracy or error in the Floor Plans and/or the existence of any interior partitions or other fit-out work existing in a Unit and not shown on the Floor Plans. Each Unit shall be inspected by the Purchaser thereof prior to the purchase and again prior to the closing of title thereto to determine the actual dimensions, layout and physical condition thereof. Square footage exceeds the usable floor area and was calculated using the Approximate Square Footage Measurement Methodology, as defined in the Offering Plan. Sponsor reserves the right to make changes in accordance with the Offering Plan.



UNIT 306
THIRD FLOOR



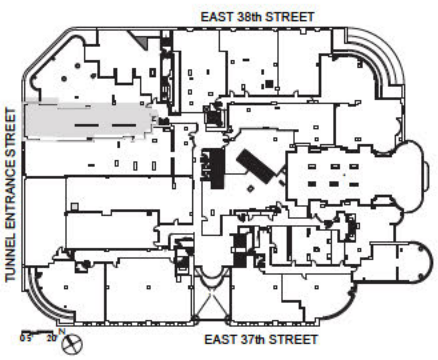
UNIT 307
THIRD FLOOR
UNIT SQUARE FOOTAGE : 1,881 SF



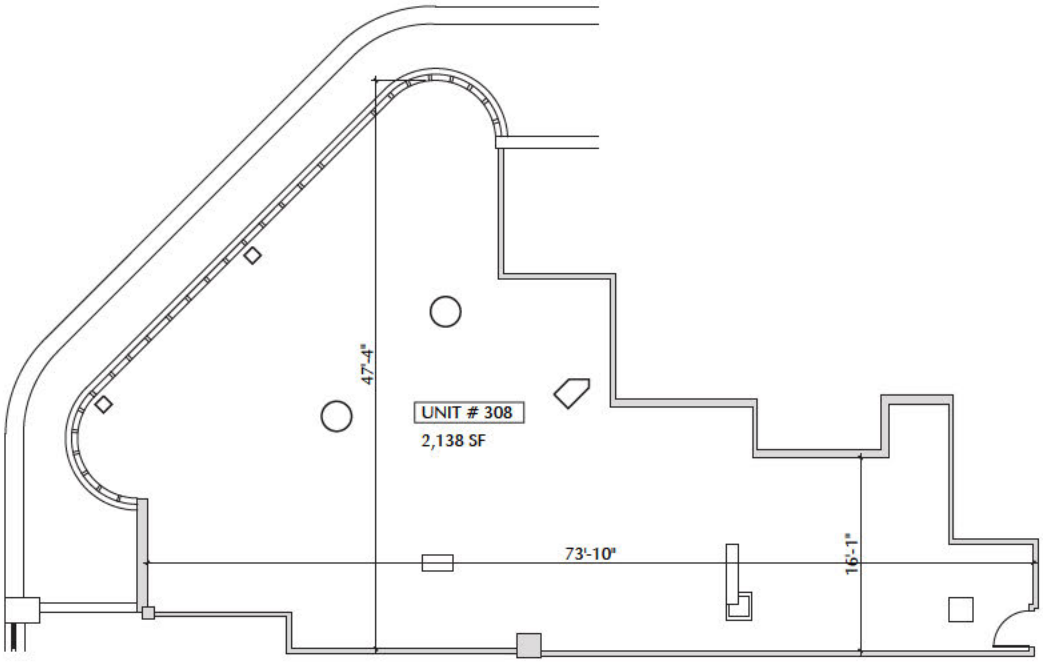
THE CORINTHIAN OFFICE CONDOMINIUM

345 EAST 37TH STREET, NEW YORK, NY

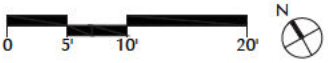
This floor plan represents only an approximation of the dimensions and layout of the Unit(s). The actual layout of a Unit may have been altered by tenants thereof or others, and no variation will affect a Purchaser's obligations under his or her Agreement or the Offering Plan. In particular, but without limiting the foregoing, Purchasers are advised that this Floor Plan generally reflects only the perimeter of the Unit(s) and not any interior partitions or other fit-out work which may exist in a Unit as a result of tenant installations. 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 of any obligations under an Agreement by virtue of an inaccuracy or error in the Floor Plans and/or the existence of any interior partitions or other fit-out work existing in a Unit and not shown on the Floor Plans. Each Unit shall be inspected by the Purchaser thereof prior to the purchase and again prior to the closing of title thereto to determine the actual dimensions, layout and physical condition thereof. Square footage exceeds the usable floor area and was calculated using the Approximate Square Footage Measurement Methodology, as defined in the Offering Plan. Sponsor reserves the right to make changes in accordance with the Offering Plan.



UNIT 307
THIRD FLOOR



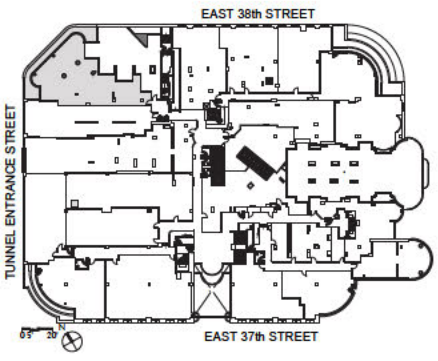
UNIT 308
THIRD FLOOR
UNIT SQUARE FOOTAGE : 2,138 SF



THE CORINTHIAN OFFICE CONDOMINIUM

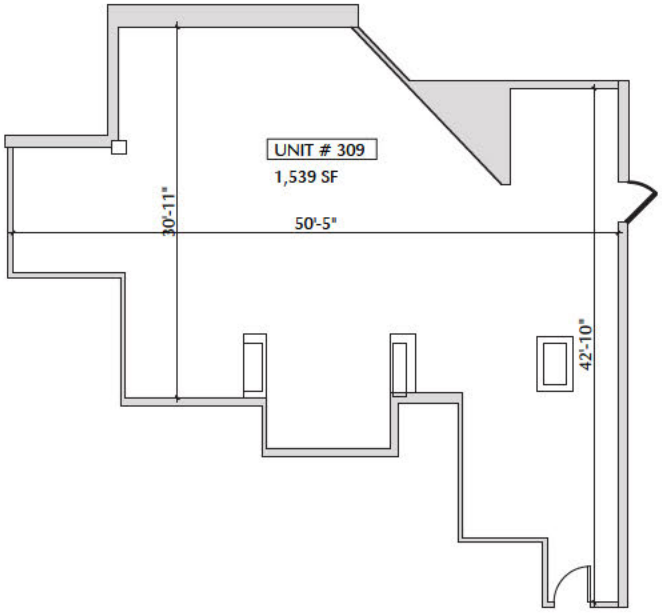
345 EAST 37TH STREET, NEW YORK, NY

This floor plan represents only an approximation of the dimensions and layout of the Unit(s). The actual layout of a Unit may have been altered by tenants thereof or others, and no variation will affect a Purchaser's obligations under his or her Agreement or the Offering Plan. In particular, but without limiting the foregoing, Purchasers are advised that this Floor Plan generally reflects only the perimeter of the Unit(s) and not any interior partitions or other fit-out work which may exist in a Unit as a result of tenant installations. 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 of any obligations under an Agreement by virtue of an inaccuracy or error in the Floor Plans and/or the existence of any interior partitions or other fit-out work existing in a Unit and not shown on the Floor Plans. Each Unit shall be inspected by the Purchaser thereof prior to the purchase and again prior to the closing of title thereto to determine the actual dimensions, layout and physical condition thereof. Square footage exceeds the usable floor area and was calculated using the Approximate Square Footage Measurement Methodology, as defined in the Offering Plan. Sponsor reserves the right to make changes in accordance with the Offering Plan.



UNIT 308
THIRD FLOOR

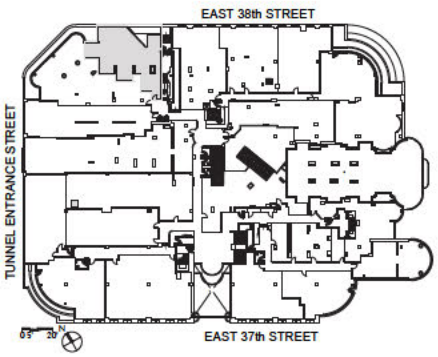
DRAFT 4.22.16



UNIT 309
THIRD FLOOR
UNIT SQUARE FOOTAGE : 1,539 SF
THE CORINTHIAN OFFICE CONDOMINIUM
345 EAST 37TH STREET, NEW YORK, NY

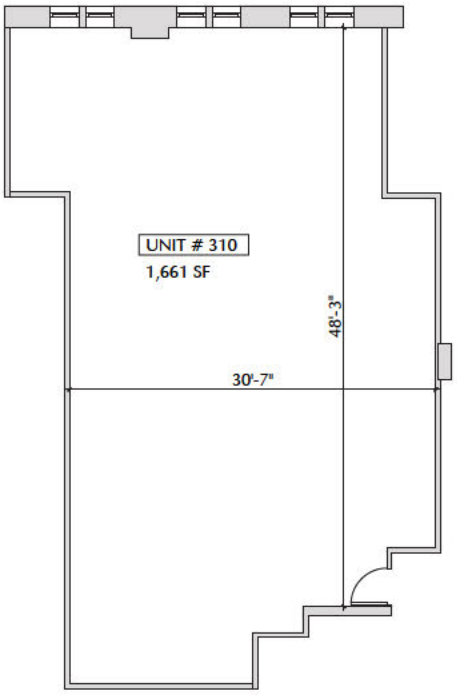


This floor plan represents only an approximation of the dimensions and layout of the Unit(s). The actual layout of a Unit may have been altered by tenants thereof or others, and no variation will affect a Purchaser's obligations under his or her Agreement or the Offering Plan. In particular, but without limiting the foregoing, Purchasers are advised that this Floor Plan generally reflects only the perimeter of the Unit(s) and not any interior partitions or other fit-out work which may exist in a Unit as a result of tenant installations. 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 of any obligations under an Agreement by virtue of an inaccuracy or error in the Floor Plans and/or the existence of any interior partitions or other fit-out work existing in a Unit and not shown on the Floor Plans. Each Unit shall be inspected by the Purchaser thereof prior to the purchase and again prior to the closing of title thereto to determine the actual dimensions, layout and physical condition thereof. Square footage exceeds the usable floor area and was calculated using the Approximate Square Footage Measurement Methodology, as defined in the Offering Plan. Sponsor reserves the right to make changes in accordance with the Offering Plan.

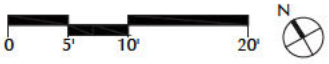


UNIT 309
THIRD FLOOR

DRAFT 4.22.16



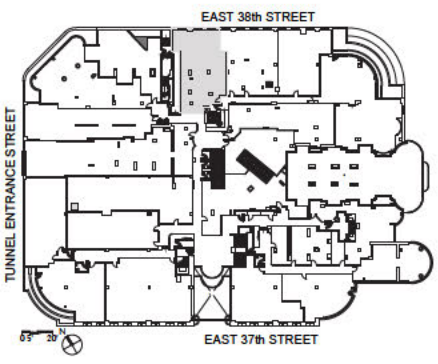
UNIT 310
THIRD FLOOR
UNIT SQUARE FOOTAGE : 1,661 SF



THE CORINTHIAN OFFICE CONDOMINIUM

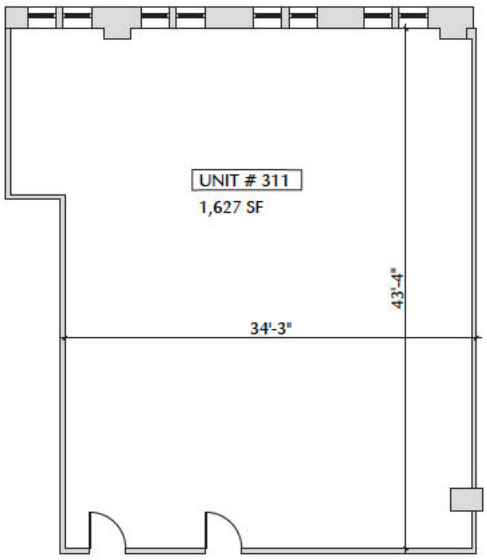
345 EAST 37TH STREET, NEW YORK, NY

This floor plan represents only an approximation of the dimensions and layout of the Unit(s). The actual layout of a Unit may have been altered by tenants thereof or others, and no variation will affect a Purchaser's obligations under his or her Agreement or the Offering Plan. In particular, but without limiting the foregoing, Purchasers are advised that this Floor Plan generally reflects only the perimeter of the Unit(s) and not any interior partitions or other fit-out work which may exist in a Unit as a result of tenant installations. 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 of any obligations under an Agreement by virtue of an inaccuracy or error in the Floor Plans and/or the existence of any interior partitions or other fit-out work existing in a Unit and not shown on the Floor Plans. Each Unit shall be inspected by the Purchaser thereof prior to the purchase and again prior to the closing of title thereto to determine the actual dimensions, layout and physical condition thereof. Square footage exceeds the usable floor area and was calculated using the Approximate Square Footage Measurement Methodology, as defined in the Offering Plan. Sponsor reserves the right to make changes in accordance with the Offering Plan.

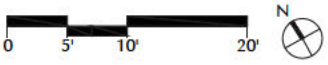


UNIT 310
THIRD FLOOR

DRAFT 4.22.16



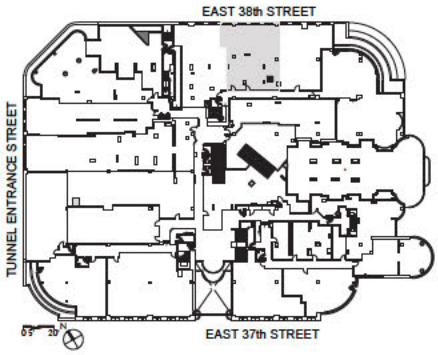
UNIT 311
THIRD FLOOR
UNIT SQUARE FOOTAGE : 1,627 SF



THE CORINTHIAN OFFICE CONDOMINIUM

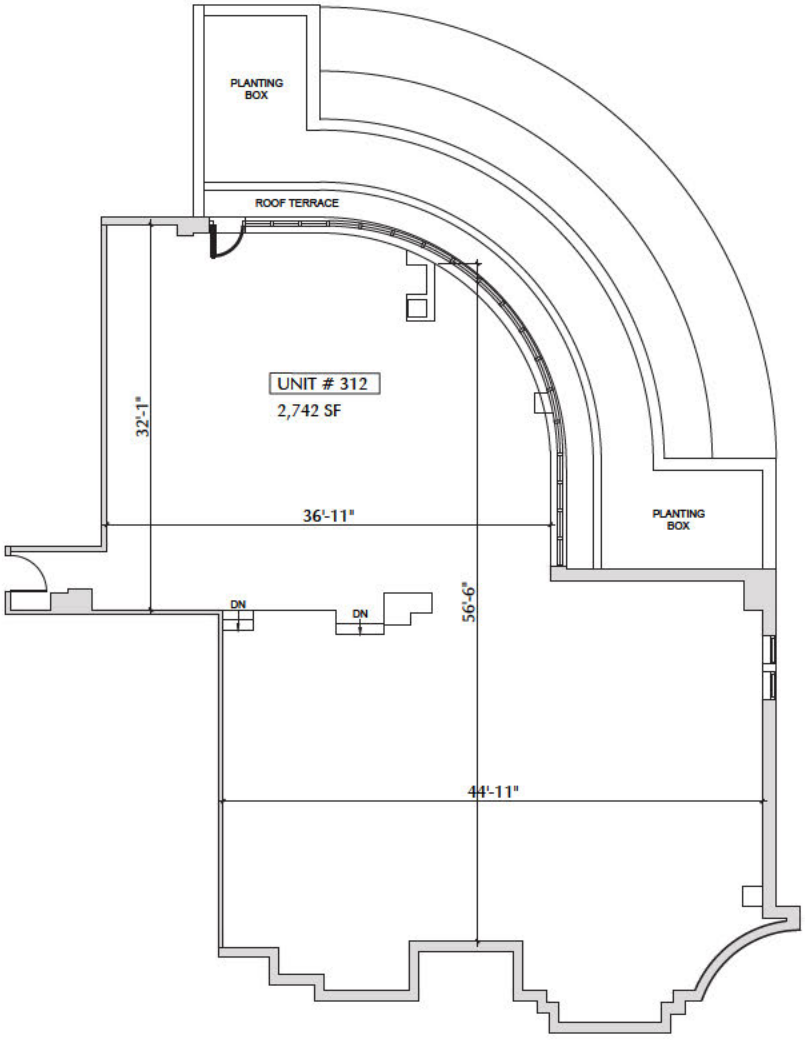
345 EAST 37TH STREET, NEW YORK, NY

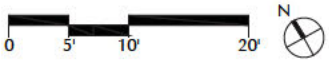
This floor plan represents only an approximation of the dimensions and layout of the Unit(s). The actual layout of a Unit may have been altered by tenants thereof or others, and no variation will affect a Purchaser's obligations under his or her Agreement or the Offering Plan. In particular, but without limiting the foregoing, Purchasers are advised that this Floor Plan generally reflects only the perimeter of the Unit(s) and not any interior partitions or other fit-out work which may exist in a Unit as a result of tenant installations. 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 of any obligations under an Agreement by virtue of an inaccuracy or error in the Floor Plans and/or the existence of any interior partitions or other fit-out work existing in a Unit and not shown on the Floor Plans. Each Unit shall be inspected by the Purchaser thereof prior to the purchase and again prior to the closing of title thereto to determine the actual dimensions, layout and physical condition thereof. Square footage exceeds the usable floor area and was calculated using the Approximate Square Footage Measurement Methodology, as defined in the Offering Plan. Sponsor reserves the right to make changes in accordance with the Offering Plan.



UNIT 311
THIRD FLOOR

DRAFT 4.22.16

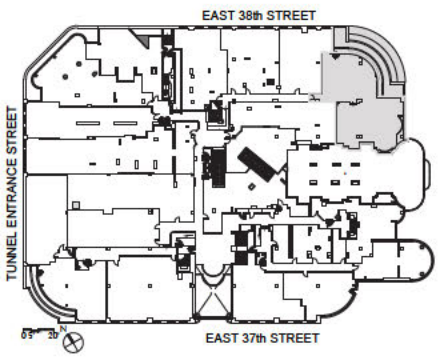




UNIT 312
THIRD FLOOR
UNIT SQUARE FOOTAGE : 2,742 SF

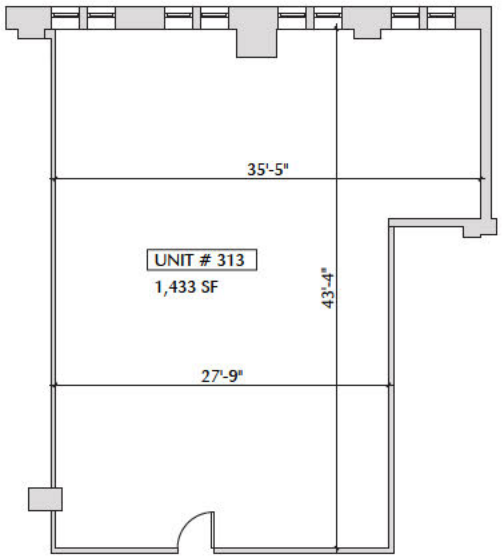
THE CORINTHIAN OFFICE CONDOMINIUM
345 EAST 37TH STREET, NEW YORK, NY

This floor plan represents only an approximation of the dimensions and layout of the Unit(s). The actual layout of a Unit may have been altered by tenants thereof or others, and no variation will affect a Purchaser's obligations under his or her Agreement or the Offering Plan. In particular, but without limiting the foregoing, Purchasers are advised that this Floor Plan generally reflects only the perimeter of the Unit(s) and not any interior partitions or other fit-out work which may exist in a Unit as a result of tenant installations. 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 of any obligations under an Agreement by virtue of an inaccuracy or error in the Floor Plans and/or the existence of any interior partitions or other fit-out work existing in a Unit and not shown on the Floor Plans. Each Unit shall be inspected by the Purchaser thereof prior to the purchase and again prior to the closing of title thereto to determine the actual dimensions, layout and physical condition thereof. Square footage exceeds the usable floor area and was calculated using the Approximate Square Footage Measurement Methodology, as defined in the Offering Plan. Sponsor reserves the right to make changes in accordance with the Offering Plan.



UNIT 312
TH RD FLOOR

DRAFT 4.22.16



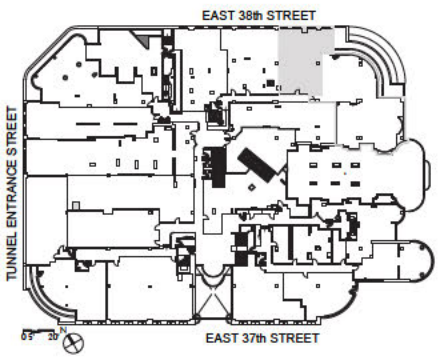


UNIT 313
THIRD FLOOR
UNIT SQUARE FOOTAGE : 1,433 SF

THE CORINTHIAN OFFICE CONDOMINIUM

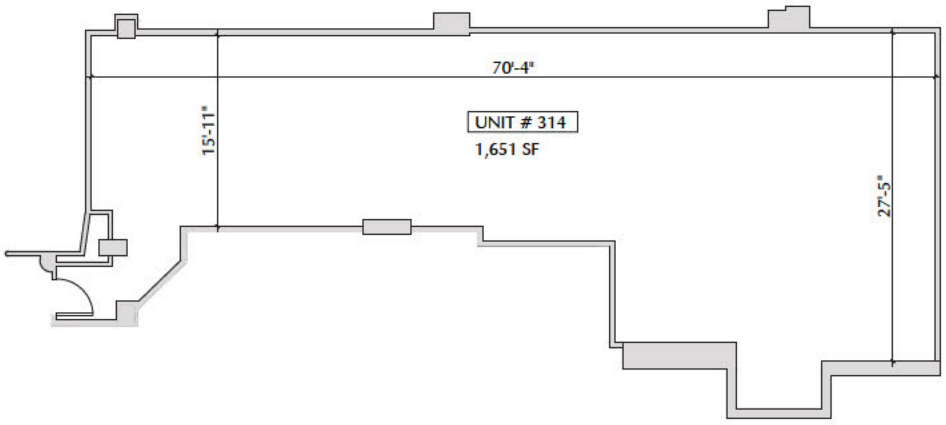
345 EAST 37TH STREET, NEW YORK, NY

This floor plan represents only an approximation of the dimensions and layout of the Unit(s). The actual layout of a Unit may have been altered by tenants thereof or others, and no variation will affect a Purchaser's obligations under his or her Agreement or the Offering Plan. In particular, but without limiting the foregoing, Purchasers are advised that this Floor Plan generally reflects only the perimeter of the Unit(s) and not any interior partitions or other fit-out work which may exist in a Unit as a result of tenant installations. 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 of any obligations under an Agreement by virtue of an inaccuracy or error in the Floor Plans and/or the existence of any interior partitions or other fit-out work existing in a Unit and not shown on the Floor Plans. Each Unit shall be inspected by the Purchaser thereof prior to the purchase and again prior to the closing of title thereto to determine the actual dimensions, layout and physical condition thereof. Square footage exceeds the usable floor area and was calculated using the Approximate Square Footage Measurement Methodology, as defined in the Offering Plan. Sponsor reserves the right to make changes in accordance with the Offering Plan.



UNIT 313
TH RD FLOOR

DRAFT 4.22.16



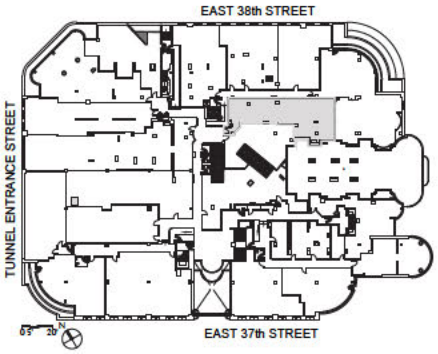
UNIT 314
THIRD FLOOR
UNIT SQUARE FOOTAGE : 1,651 SF



THE CORINTHIAN OFFICE CONDOMINIUM

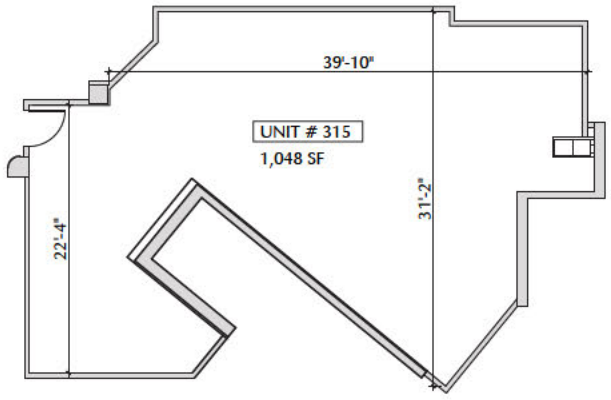
345 EAST 37TH STREET, NEW YORK, NY

This floor plan represents only an approximation of the dimensions and layout of the Unit(s). The actual layout of a Unit may have been altered by tenants thereof or others, and no variation will affect a Purchaser's obligations under his or her Agreement or the Offering Plan. In particular, but without limiting the foregoing, Purchasers are advised that this Floor Plan generally reflects only the perimeter of the Unit(s) and not any interior partitions or other fit-out work which may exist in a Unit as a result of tenant installations. 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 of any obligations under an Agreement by virtue of an inaccuracy or error in the Floor Plans and/or the existence of any interior partitions or other fit-out work existing in a Unit and not shown on the Floor Plans. Each Unit shall be inspected by the Purchaser thereof prior to the purchase and again prior to the closing of title thereto to determine the actual dimensions, layout and physical condition thereof. Square footage exceeds the usable floor area and was calculated using the Approximate Square Footage Measurement Methodology, as defined in the Offering Plan. Sponsor reserves the right to make changes in accordance with the Offering Plan.

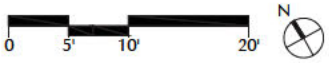


UNIT 314
THIRD FLOOR

DRAFT 4.22.16



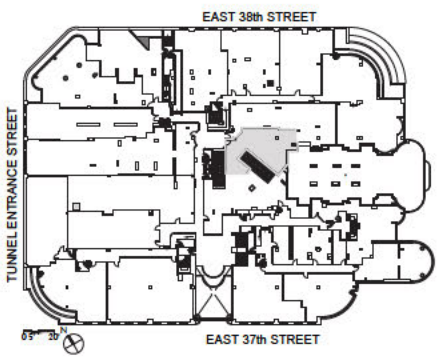
UNIT 315
THIRD FLOOR
UNIT SQUARE FOOTAGE : 1,048 SF



THE CORINTHIAN OFFICE CONDOMINIUM

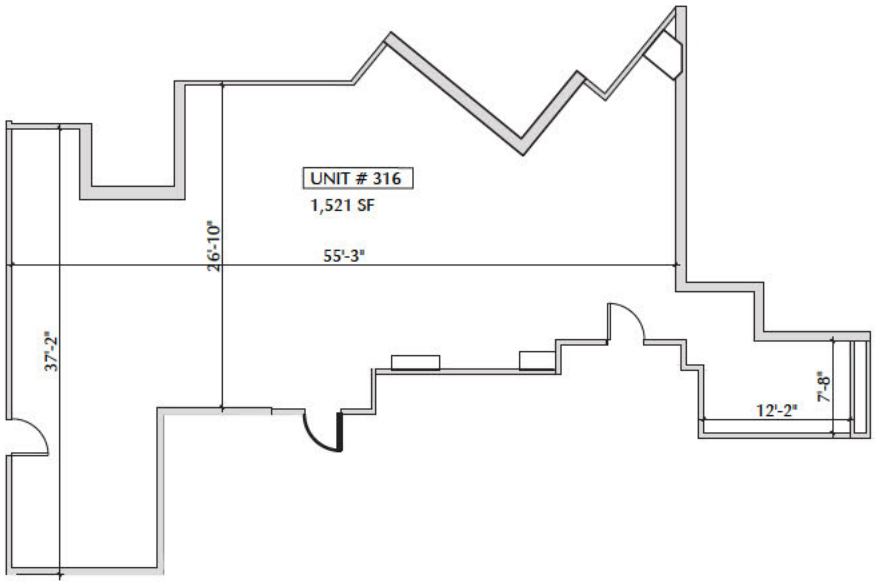
345 EAST 37TH STREET, NEW YORK, NY

This floor plan represents only an approximation of the dimensions and layout of the Unit(s). The actual layout of a Unit may have been altered by tenants thereof or others, and no variation will affect a Purchaser's obligations under his or her Agreement or the Offering Plan. In particular, but without limiting the foregoing, Purchasers are advised that this Floor Plan generally reflects only the perimeter of the Unit(s) and not any interior partitions or other fit-out work which may exist in a Unit as a result of tenant installations. 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 of any obligations under an Agreement by virtue of an inaccuracy or error in the Floor Plans and/or the existence of any interior partitions or other fit-out work existing in a Unit and not shown on the Floor Plans. Each Unit shall be inspected by the Purchaser thereof prior to the purchase and again prior to the closing of title thereto to determine the actual dimensions, layout and physical condition thereof. Square footage exceeds the usable floor area and was calculated using the Approximate Square Footage Measurement Methodology, as defined in the Offering Plan. Sponsor reserves the right to make changes in accordance with the Offering Plan.



UNIT 315
THIRD FLOOR

DRAFT 4.22.16



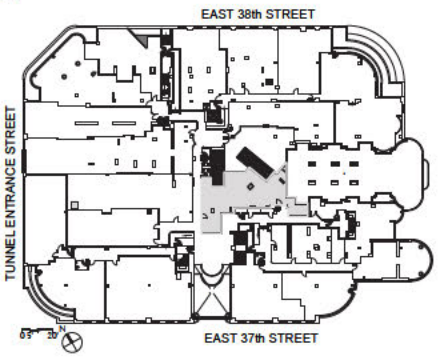


UNIT 316
THIRD FLOOR
UNIT SQUARE FOOTAGE : 1,521 SF

THE CORINTHIAN OFFICE CONDOMINIUM

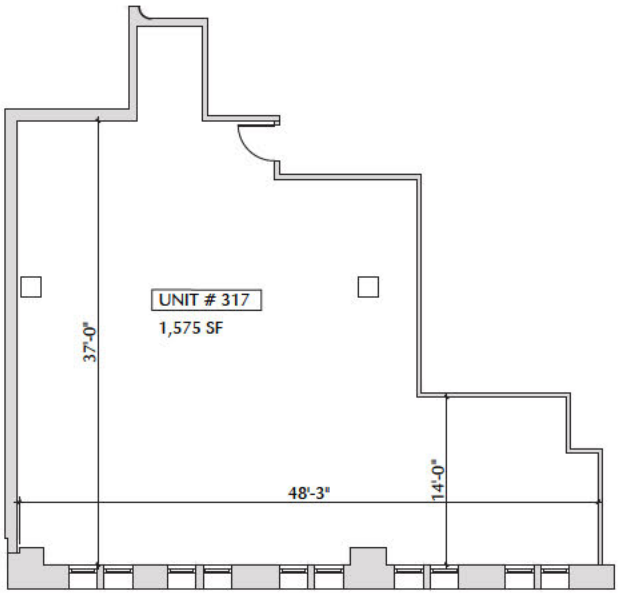
345 EAST 37TH STREET, NEW YORK, NY

This floor plan represents only an approximation of the dimensions and layout of the Unit(s). The actual layout of a Unit may have been altered by tenants thereof or others, and no variation will affect a Purchaser's obligations under his or her Agreement or the Offering Plan. In particular, but without limiting the foregoing, Purchasers are advised that this Floor Plan generally reflects only the perimeter of the Unit(s) and not any interior partitions or other fit-out work which may exist in a Unit as a result of tenant installations. 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 of any obligations under an Agreement by virtue of an inaccuracy or error in the Floor Plans and/or the existence of any interior partitions or other fit-out work existing in a Unit and not shown on the Floor Plans. Each Unit shall be inspected by the Purchaser thereof prior to the purchase and again prior to the closing of title thereto to determine the actual dimensions, layout and physical condition thereof. Square footage exceeds the usable floor area and was calculated using the Approximate Square Footage Measurement Methodology, as defined in the Offering Plan. Sponsor reserves the right to make changes in accordance with the Offering Plan.



UNIT 316
THIRD FLOOR

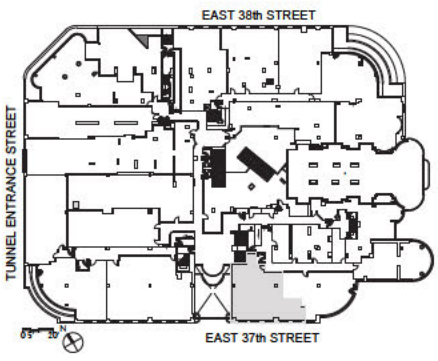
DRAFT 4.22.16



UNIT 317
THIRD FLOOR
UNIT SQUARE FOOTAGE : 1,575 SF
THE CORINTHIAN OFFICE CONDOMINIUM
345 EAST 37TH STREET, NEW YORK, NY

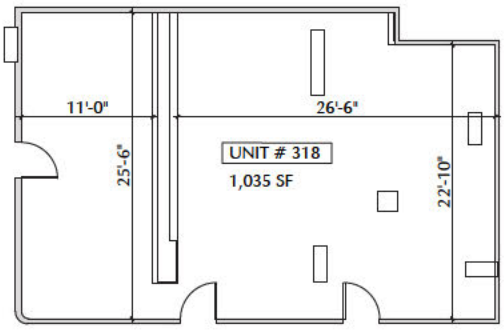


This floor plan represents only an approximation of the dimensions and layout of the Unit(s). The actual layout of a Unit may have been altered by tenants thereof or others, and no variation will affect a Purchaser's obligations under his or her Agreement or the Offering Plan. In particular, but without limiting the foregoing, Purchasers are advised that this Floor Plan generally reflects only the perimeter of the Unit(s) and not any interior partitions or other fit-out work which may exist in a Unit as a result of tenant installations. 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 of any obligations under an Agreement by virtue of an inaccuracy or error in the Floor Plans and/or the existence of any interior partitions or other fit-out work existing in a Unit and not shown on the Floor Plans. Each Unit shall be inspected by the Purchaser thereof prior to the purchase and again prior to the closing of title thereto to determine the actual dimensions, layout and physical condition thereof. Square footage exceeds the usable floor area and was calculated using the Approximate Square Footage Measurement Methodology, as defined in the Offering Plan. Sponsor reserves the right to make changes in accordance with the Offering Plan.

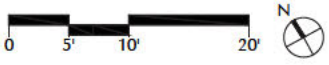


UNIT 317
TH RD FLOOR

DRAFT 4.22.16



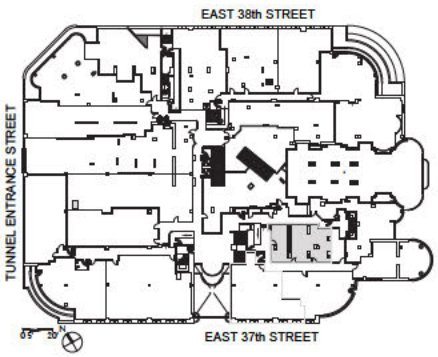
UNIT 318
THIRD FLOOR
UNIT SQUARE FOOTAGE : 1,035 SF



THE CORINTHIAN OFFICE CONDOMINIUM

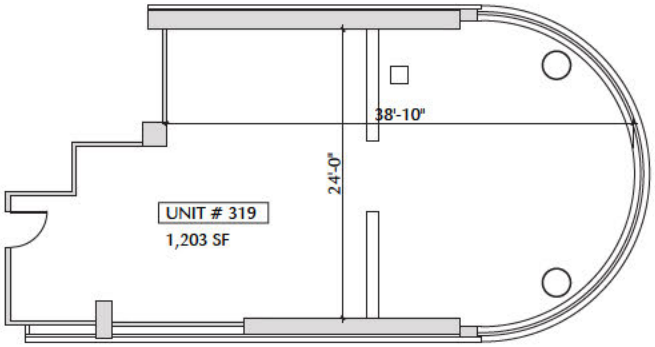
345 EAST 37TH STREET, NEW YORK, NY

This floor plan represents only an approximation of the dimensions and layout of the Unit(s). The actual layout of a Unit may have been altered by tenants thereof or others, and no variation will affect a Purchaser's obligations under his or her Agreement or the Offering Plan. In particular, but without limiting the foregoing, Purchasers are advised that this Floor Plan generally reflects only the perimeter of the Unit(s) and not any interior partitions or other fit-out work which may exist in a Unit as a result of tenant installations. 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 of any obligations under an Agreement by virtue of an inaccuracy or error in the Floor Plans and/or the existence of any interior partitions or other fit-out work existing in a Unit and not shown on the Floor Plans. Each Unit shall be inspected by the Purchaser thereof prior to the purchase and again prior to the closing of title thereto to determine the actual dimensions, layout and physical condition thereof. Square footage exceeds the usable floor area and was calculated using the Approximate Square Footage Measurement Methodology, as defined in the Offering Plan. Sponsor reserves the right to make changes in accordance with the Offering Plan.



UNIT 318
THIRD FLOOR

DRAFT 4.22.16



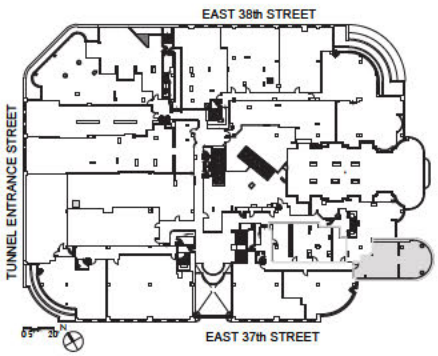
UNIT 319
THIRD FLOOR
UNIT SQUARE FOOTAGE : 1,203 SF



THE CORINTHIAN OFFICE CONDOMINIUM

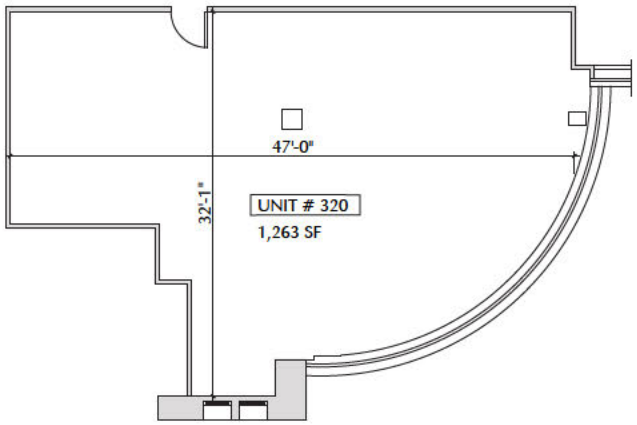
345 EAST 37TH STREET, NEW YORK, NY

This floor plan represents only an approximation of the dimensions and layout of the Unit(s). The actual layout of a Unit may have been altered by tenants thereof or others, and no variation will affect a Purchaser's obligations under his or her Agreement or the Offering Plan. In particular, but without limiting the foregoing, Purchasers are advised that this Floor Plan generally reflects only the perimeter of the Unit(s) and not any interior partitions or other fit-out work which may exist in a Unit as a result of tenant installations. 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 of any obligations under an Agreement by virtue of an inaccuracy or error in the Floor Plans and/or the existence of any interior partitions or other fit-out work existing in a Unit and not shown on the Floor Plans. Each Unit shall be inspected by the Purchaser thereof prior to the purchase and again prior to the closing of title thereto to determine the actual dimensions, layout and physical condition thereof. Square footage exceeds the usable floor area and was calculated using the Approximate Square Footage Measurement Methodology, as defined in the Offering Plan. Sponsor reserves the right to make changes in accordance with the Offering Plan.



UNIT 319
THIRD FLOOR

DRAFT 4.22.16



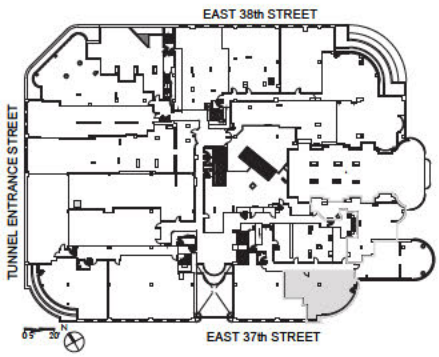


UNIT 320
THIRD FLOOR
UNIT SQUARE FOOTAGE : 1,263 SF

THE CORINTHIAN OFFICE CONDOMINIUM

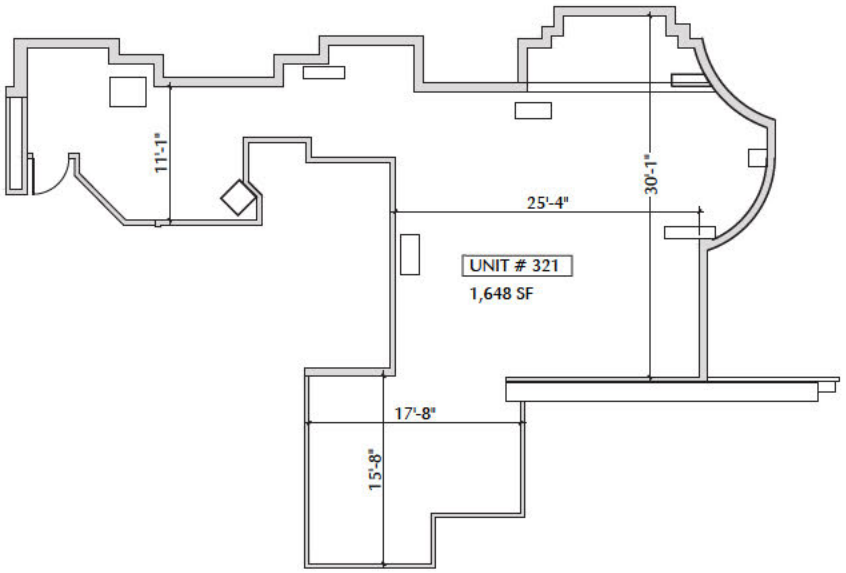
345 EAST 37TH STREET, NEW YORK, NY

This floor plan represents only an approximation of the dimensions and layout of the Unit(s). The actual layout of a Unit may have been altered by tenants thereof or others, and no variation will affect a Purchaser's obligations under his or her Agreement or the Offering Plan. In particular, but without limiting the foregoing, Purchasers are advised that this Floor Plan generally reflects only the perimeter of the Unit(s) and not any interior partitions or other fit-out work which may exist in a Unit as a result of tenant installations. 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 of any obligations under an Agreement by virtue of an inaccuracy or error in the Floor Plans and/or the existence of any interior partitions or other fit-out work existing in a Unit and not shown on the Floor Plans. Each Unit shall be inspected by the Purchaser thereof prior to the purchase and again prior to the closing of title thereto to determine the actual dimensions, layout and physical condition thereof. Square footage exceeds the usable floor area and was calculated using the Approximate Square Footage Measurement Methodology, as defined in the Offering Plan. Sponsor reserves the right to make changes in accordance with the Offering Plan.



UNIT 320
THIRD FLOOR

DRAFT 4.22.16



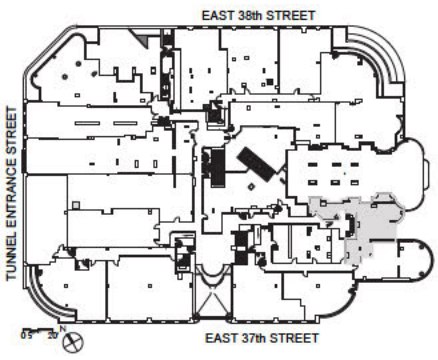


UNIT 321
THIRD FLOOR
UNIT SQUARE FOOTAGE : 1,648 SF

THE CORINTHIAN OFFICE CONDOMINIUM

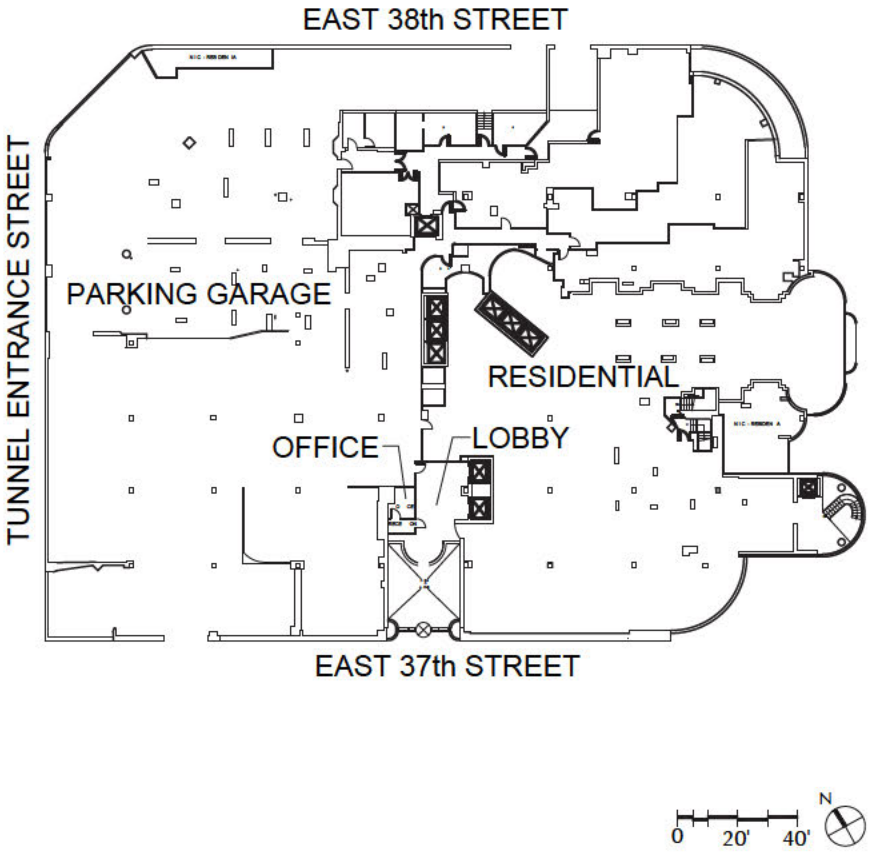
345 EAST 37TH STREET, NEW YORK, NY

This floor plan represents only an approximation of the dimensions and layout of the Unit(s). The actual layout of a Unit may have been altered by tenants thereof or others, and no variation will affect a Purchaser's obligations under his or her Agreement or the Offering Plan. In particular, but without limiting the foregoing, Purchasers are advised that this Floor Plan generally reflects only the perimeter of the Unit(s) and not any interior partitions or other fit-out work which may exist in a Unit as a result of tenant installations. 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 of any obligations under an Agreement by virtue of an inaccuracy or error in the Floor Plans and/or the existence of any interior partitions or other fit-out work existing in a Unit and not shown on the Floor Plans. Each Unit shall be inspected by the Purchaser thereof prior to the purchase and again prior to the closing of title thereto to determine the actual dimensions, layout and physical condition thereof. Square footage exceeds the usable floor area and was calculated using the Approximate Square Footage Measurement Methodology, as defined in the Offering Plan. Sponsor reserves the right to make changes in accordance with the Offering Plan.



UNIT 321
THIRD FLOOR

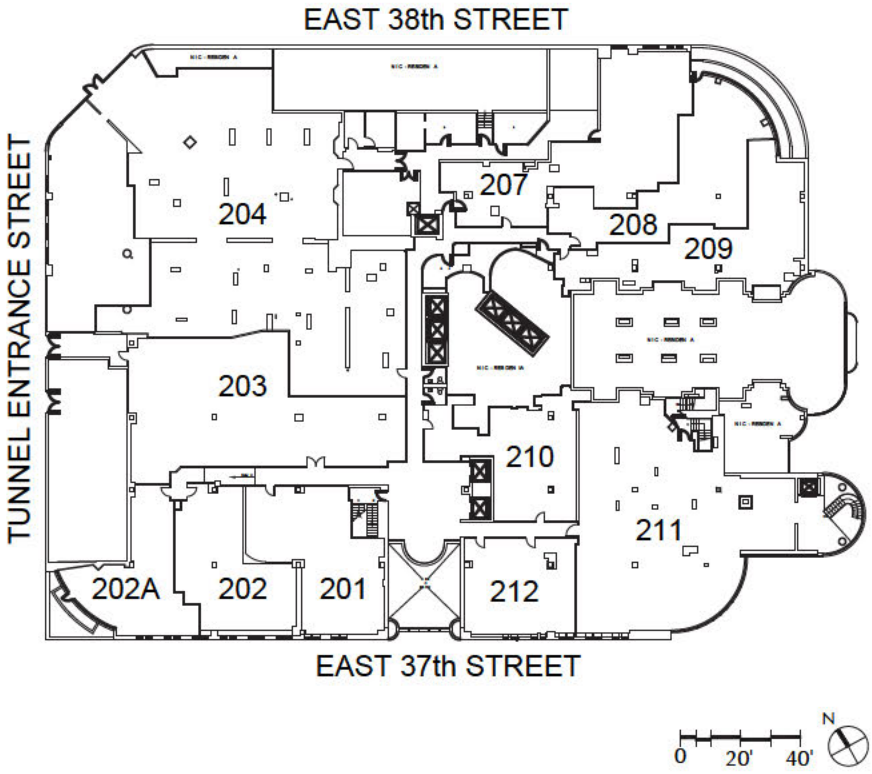
DRAFT 4.22.16



GROUND FLOOR PLAN
GROSS FLOOR AREA : 37,240 SF

THE CORINTHIAN OFFICE CONDOMINIUM

345 EAST 37TH STREET, NEW YORK, NY

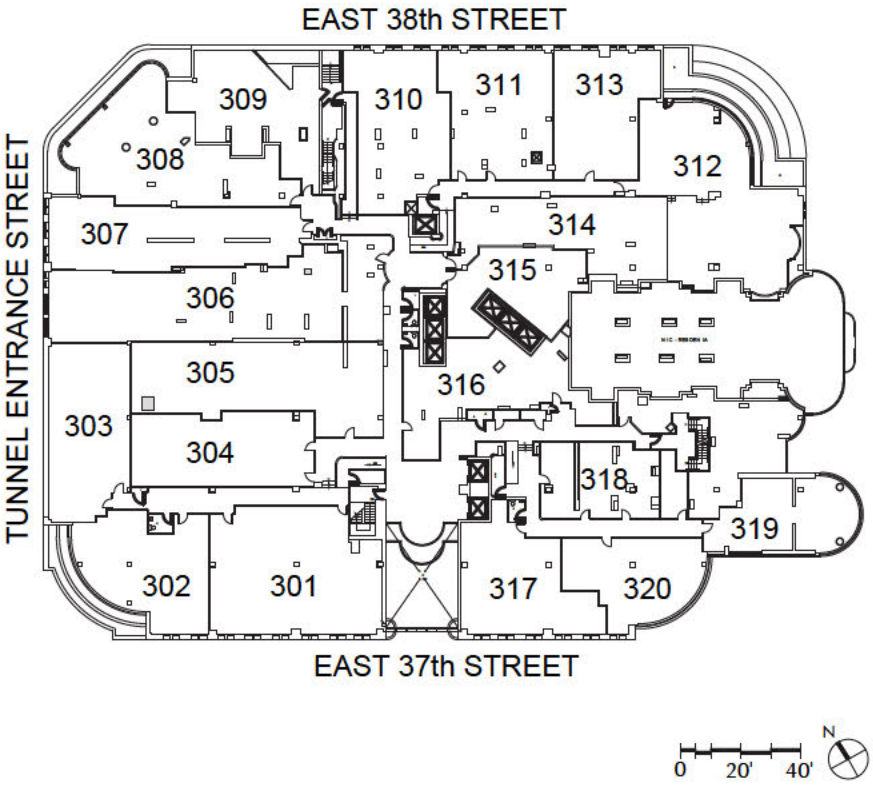


SECOND FLOOR PLAN
GROSS FLOOR AREA : 37,240 SF
NON-RENTABLE AREA : 1,141 SF

THE CORINTHIAN OFFICE CONDOMINIUM

345 EAST 37TH STREET, NEW YORK, NY

DRAFT 4.22.16



THIRD FLOOR PLAN
GROSS FLOOR AREA : 43,130 SF
TOTAL NON-RENTABLE AREA : 1,785 SF

THE CORINTHIAN OFFICE CONDOMINIUM

345 EAST 37TH STREET, NEW YORK, NY

EXHIBIT 6

DECLARATION

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

2009063001343001001E5693

RECORDING AND ENDORSEMENT COVER PAGE **PAGE 1 OF 42**

Document ID: 2009063001343001 Document Date: 05-06-2009 Preparation Date: 06-30-2009
Document Type: CONDO DECLARATION
Document Page Count: 40

PRESENTER:	**RETURN TO:**
LOIS ROSENBERG CONSULTANTS, INC.	LOIS ROSENBERG CONSULTANTS, INC.
303 GREENWICH STREET	303 GREENWICH STREET
# 2 D	# 2 D
NEW YORK, NY 10013-3962	NEW YORK, NY 10013-3962
212-349-7488	212-349-7488
lrc@nyc77.com	lrc@nyc77.com

PROPERTY DATA

Borough	Block	Lot		Unit	Address
MANHATTAN	943	1001	Entire Lot	COMM	345 EAST 37TH STREET
Property Type:	COMMERCIAL CONDO UNIT(S)				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	943	1822	Entire Lot	GAR	330 EAST 38TH STREET NY
Property Type:	OTHER				

CROSS REFERENCE DATA

MANHATTAN **Year:** 1988 **Reel:** 1389 **Page:** 1469
x Additional Cross References on Continuation Page

PARTIES

PARTY 1:
CORINTHIAN COMMERCIAL, LLC
730 FIFTH AVENUE, SUITE 2202
NEW YORK, NY 10019

FEES AND TAXES

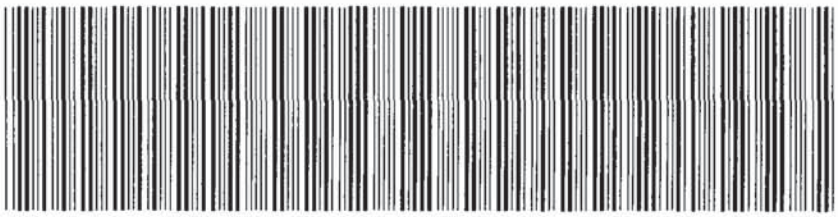
Mortgage		
Mortgage Amount:	$	0.00
Taxable Mortgage Amount:	$	0.00
Exemption:		
TAXES: County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	0.00
Recording Fee:	$	240.00
Affidavit Fee:	$	0.00

Filing Fee:		
	$	0.00
NYC Real Property Transfer Tax:		
	$	0.00
NYS Real Estate Transfer Tax:		
	$	0.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
Recorded/Filed 07-07-2009 09:57
City Register File No.(CRFN):
2009000204685

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2009063001343001001C5413

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) **PAGE 2 OF 42**

Document ID: 2009063001343001 Document Date: 05-06-2009 Preparation Date: 06-30-2009
Document Type: CONDO DECLARATION

CROSS REFERENCE DATA
MANHATTAN **Year:** 1989 **Reel:** 1593 **Page:** 2059
MANHATTAN **Year:** 1992 **Reel:** 1923 **Page:** 1938

0

CONDOMINIUM NO. 528-C

CONDOMINIUM NO. 528-C
AMENDS CONDOMINIUM NO. 528

THIRD AMENDMENT TO

DECLARATION OF CONDOMINIUM AND CONDOMINIUM BY-LAWS

Establishing a Plan for Condominium Ownership of the Premises 330 East 38th Street, New York, New York 10016, Pursuant to Article 9-B of the Real Property Law of the State of New York

Name:	The Corinthian
Original Declarant:	645 First Avenue Manhattan Company
Date of Original Declaration:	December 18, 1987
Date of First Amendment:	March 28, 1989
Date of Second Amendment:	November 9, 1992
Date of Third Amendment:	May 6, 2009

The land affected by the within instrument lies in Block 943, f/k/a Lot 1001(Commercial) and n/k/a Lots 1001 (Office) and 1822 (Garage) on the Tax Map of the Borough of Manhattan, City of New York.

Original Condominium Floor Plans Filed As Map No. 4757

RECORD AND RETURN TO:

David B. Hirschhorn, Esq.
138 Goodhill Road
Weston, CT 06883

CONDOMINIUM NO. 528-C

THIRD AMENDMENT TO DECLARATION AND BY-LAWS

ESTABLISHING THE CORINTHIAN CONDOMINIUM FOR PREMISES 330 EAST 38TH STREET, NEW YORK, NEW YORK, PURSUANT TO ARTICLE 9-B OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK.

WHEREAS, 645 First Avenue Manhattan Company, a New York partnership, (now known as 645 First Avenue Manhattan LLC) and hereinafter referred to as the "Original Declarant," caused to be recorded on April 14, 1988, in the Land Records Division, New York County, in Reel 1389, Page 1469, a certain Declaration of Condominium and Condominium By-Laws, which were amended by Original Declarant by the First Amendment to the Declaration dated March 28, 1989, and recorded in the Land Records Division, New York County, on June 28, 1989 in Reel 1593, Page 2059, as further amended by The Board of Managers of The Corinthian by the Second Amendment to the Declaration dated November 9, 1992, and recorded in the Land Records Division, New York County, on December 2, 1992 in Reel 1923, Page 1938 (collectively, as amended, the "Declaration and By-Laws" and individually, the "Declaration" or the "By-Laws");

WHEREAS, Original Declarant also caused the Floor Plans (as defined in the Declaration), prepared and certified by John A. Schimenti, RA, to be (i) filed with the Tax Map Unit of the City of New York as Condominium Plan No. 528, and (ii) recorded in the Land Records Division of New York County, on April 14, 1988, as Map No. 4757;

WHEREAS, The Board of Managers also caused the amended Floor Plans (as defined in the Second Amendment to Declaration), to be (i) filed with the Tax Map Unit of the City of New York as Condominium Plan No. 528-B, and (ii) recorded in the Land Records Division of New York County, on December 2, 1992, as Map No. 5161;

WHEREAS, the Declaration subjects the Property identified therein and generally known by the Street address of 330 East 38th Street (a/k/a 345 East 37th Street), New York, NY, as more particularly described on **Schedule A** annexed hereto, to the provisions of Article 9-B of the Real Property Law of the State of New York thereby establishing The Corinthian Condominium (the "Condominium");

WHEREAS, Original Declarant's Designee, Corinthian Commercial, LLC, a New York limited liability company, having an address at 730 Fifth Avenue, Suite 2202, New York, N.Y. 10019 (the "Commercial Unit Owner") is the owner of the Commercial Unit;

WHEREAS, Original Declarant and Commercial Unit Owner desire to subdivide the existing Commercial Unit into two new commercial condominium units to be known as the "Office Unit" and the "Garage Unit" and to apportion the existing Common Interest now appurtenant to the Commercial Unit among the newly created units, as well as to adopt certain provisions governing the relationship between such newly created units, all as more particularly set forth and described herein (the "Commercial Subdivision"); and

WHEREAS, Original Declarant and Commercial Unit Owner desire to amend the Declaration, By-Laws and the Floor Plans to effectuate the Commercial Subdivision plan all as more particularly set forth and described herein.

NOW THEREFORE, the Declaration and By-Laws are hereby amended as follows:

1. **Floor Plans** The Floor Plans are hereby amended and restated to reflect the conditions shown on the revised Floor Plans consisting of 5 sheets (the "Second Amended Floor Plans"), a copy of which is annexed hereto as **Schedule B**, prepared and certified by John A. Schimenti, RA, and intended to be, simultaneously with the recording hereof, filed (i) with the Tax Map Unit of the City of New York as Condominium Plan No. 528-C, and (ii) in the Land Records Division, New York County.

2. **Subdivision of Commercial Unit** The Commercial Unit is hereby subdivided into two Units to be known as the "Office Unit" and the "Garage Unit," each as hereinafter identified and described:

A. Description of Office Unit

The Office Unit consists of approximately 68,433 square feet of space located on the First Floor, Second Floor and on portions of the Cellar Level of the Building, all as more particularly identified and shown on the Second Amended Floor Plans. The Office Unit has an 8.625% percent interest in the Common Elements. The Office Unit will have appurtenant thereto certain Office Limited Common Elements as more particularly described below. Additional information describing the Office Unit is set forth on **Schedule C**, annexed hereto, which amends the Schedule C set forth in the Original Declaration with respect to the Commercial Unit.

B. Description of Garage Unit

The Garage Unit consists of 186 parking spaces and 89 storage cubicles containing in the aggregate approximately 36,850 square feet of space located on the Cellar Level of the Building, all as more particularly identified and shown on the Second Amended Floor Plans. The Garage Unit has a 2.875% percent interest in the Common Elements. The Garage Unit is accessed from driveway entrances on East 37th Street and East 38th Street. Additional information describing the Garage Unit is set forth on **Schedule C**, annexed hereto, which amends the Schedule C set forth in the Original Declaration with respect to the Commercial Unit

C. Special Commercial Limited Elements

The Original Declaration provided that upon the subdivision of the Commercial Unit, any Commercial Limited Common Elements which, following such subdivision, are appurtenant to and the use of which is restricted to the owner of one but not all of the resulting Units following such subdivision, would be a "Special Commercial Limited Common Element." A Special Commercial Limited Common Element that is appurtenant to the Office Unit, the use of which is restricted to the Office Unit, shall be known as an "Office Limited Common Element." A Special Commercial Limited Common Element that is appurtenant to the Garage Unit, the use of which is restricted to the Garage Unit, shall be known as a "Garage Limited Common Element." Accordingly, the Commercial Limited Common Elements identified and described in Subsections (i) to (xi) of Article 8(e) of the Original Declaration shall no longer be Commercial Limited Common Elements but shall instead be Office Limited Common Elements or Garage Limited Common Elements, respectively, as set forth below:

1. **Office Limited Common Elements.** The following portions of the Building shall be Office Limited Common Elements:

(i) All elevators serving the Office Unit, including their respective shafts, pits, machine rooms and appurtenant facilities, as set forth on the Second Amended Floor Plans;

(ii) The elevator lobbies serving the Office Unit and corridors located on the Second and Third Floors adjacent to the Office Unit and elevators lobbies serving the Office Unit, including their concrete floor slabs and ceilings located on the Cellar, First and Second Floors of the Building, as set forth on the Second Amended Floor Plans;

(iii) All concrete floor slabs and ceilings from the ground floor to and including the 3rd floor (except the Garage Limited Common Elements, the concrete floor slabs and ceilings of the Residential Lobby, the valet service room, the mechanical room for the Residential Lobby air conditioning unit and the electrical switchboard rooms for apartment distribution, the Residential Section service vestibule and the hallway and mechanical room on the ground floor of the Building and within the Residential Section core area);

(iv) The Office Lobby and entrances on East 37th Street, and the entrance on East 38th Street, the electric closet and telephone closet, including their respective concrete floor slabs and ceilings located on the ground floor of the Building, as set forth on the Second Amended Floor Plans;

(v) Mechanical rooms located on the Cellar Level as shown on Second Amended Floor Plans;

(vi) Switchboards, commercial telephone cable, electrical riser and feeders, electric meters, closed circuit heat pump system, telephone closets and windows in or serving the Office Unit;

(vii) Office Lobby heat pumps and provisions for the installation of heat pumps for the 2nd and 3rd floor, office unit commercial space supply and return condenser water connection and provisions for outside air intake connections via intake air shafts;

(viii) Heat exchanger, piping and controls on the 3rd floor and the closed circuit cooling tower and pumps on the 1st floor mechanical equipment room serving the Office Unit;

(ix) All passages and corridors, mechanical and other rooms, areas and spaces located in the Building serving or benefiting the Office Unit which are not General Common Elements, Residential Limited Common Elements, Garage Limited Common Elements or part of any Unit;

(x) All tanks, pumps, motors, fans, compressors and control equipment serving the Office Unit or other Office Limited Common Elements;

(xi) All other facilities of the Building, including the shafts, pipes, wires, ducts, vents, cables, conduits and lines, which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the Office Unit;

(xii) The emergency generator serving the Office Unit; and

(xiii) The emergency egress lighting system serving the Office Unit.

2. **Garage Limited Common Elements**. The following portions of the Building shall be Garage Limited Common Elements:

(i) Garage exhaust system including masonry shafts and exhaust fans on the 3rd floor roof;

(ii) All concrete floor slabs of the ground floor (but not the ceiling);

(iii) All passages and corridors, mechanical and other rooms, areas and spaces located in the Building exclusively serving or benefiting the Garage Unit which are not General Common Elements, Residential Limited Common Elements, Office Limited Common Elements or part of any Unit;

(iv) All tanks, pumps, motors, fans, compressors and control equipment exclusively serving the Garage Unit or other Garage Limited Common Elements; and

(v) All other facilities of the Building, including the shafts, pipes, wires, ducts, vents, cables, conduits and lines, which exclusively serve or benefit the Garage Unit.

D. Commercial Limited Elements

As of the effective date of this Third Amendment there are no Commercial Limited Common Elements. No Commercial Limited Common Elements shall be designated or otherwise created without the prior written consent of the Office Unit Owner and the Garage Unit Owner.

E. Definitions

The Owner of the Office Unit shall be referred to as the "Office Unit Owner." The Owner of the Garage Unit shall be referred to as the "Garage Unit Owner." Except as the context may otherwise require, (i) the term "Commercial Unit Owner," as used in the Declaration and By-Laws, shall hereinafter be deemed to refer collectively to the Office Unit Owner and the Garage Unit Owner, and (ii) the term "Commercial Unit," as used in the Declaration and By-Laws, shall hereinafter be deemed to refer collectively to the Office Unit and the Garage Unit. All capitalized terms not otherwise defined in this Third Amendment shall have the meaning as so defined in the Declaration and By-Laws.

3. Rights Formerly Appurtenant To Commercial Unit

The special rights, benefits and privileges appurtenant to the Commercial Unit and or held by the Commercial Unit Owner prior to the Commercial Subdivision shall inure to the benefit of the Office Unit, the Office Unit Owner, the Garage Unit and the Garage Unit Owner. To the extent that any particular right, benefit or privilege formerly appurtenant to the Commercial Unit or held by the Commercial Unit Owner shall have been specific to, or necessary or appropriate, by reason of the particular location or portion of the Commercial Unit, then such right, benefit or privilege shall now be appurtenant exclusively to the Office or the Garage Unit, or be held by the Office Unit Owner or the Garage Unit Owner, in each case, as the context may require, depending upon which portion of the former Commercial Unit is involved or affected.

4. Easements

The Office Unit Owner for itself, and on behalf of its employees, agents, and contractors, shall have an easement to enter in and upon the Garage Unit for the purpose of (i) accessing the elevator machine room for the elevator(s) serving the Office Unit in order to maintain, repair, replace and supplement the elevator and all related equipment, controls, wiring, hoists, cabs, etc., and (ii) maintaining, repairing, replacing and supplementing all pipes, valves, controls, wiring, and other equipment, if any, constituting a part of the Office Unit or otherwise exclusively serving the Office Unit or required by the Office Unit Owner which are located in the ceiling of the Garage Unit or otherwise accessible from the Garage Unit. Such easement shall be exercised upon reasonable prior notice to the Garage Unit Owner during normal business hours (except in the case of an emergency when no notice shall be required and the necessary work may be performed at any time) and in such manner as to not unreasonably and materially adversely affect the use and operation of the Garage Unit as a parking garage. The easements shall include the right to bring in and to store such materials and equipment, including vehicles, as may be reasonably necessary in order to effect the maintenance, repair, replacement or addition in a commercially reasonable manner, subject to such reasonable directions from the Garage Unit Owner. The Office Unit Owner shall be responsible for repairing any and all damage resulting from the exercise of the foregoing easement.

5. General Common Expenses Allocable To Office Unit and Garage Unit

A. Original Declarant, Commercial Unit Owner and the Board of Managers agree that the method of determination to be used by the Board of Managers pursuant to Section 1 of Article V of the By-Laws to determine the General Common Expenses of the Condominium to be allocated between the Residential Units, in the aggregate, and the Office Unit and the Garage Unit, respectively, shall be based upon the agreed Allocation Schedule For Corinthian Condominium General Common Expenses Allocable To The Office Unit Owner and the Garage Unit Owner (the "Commercial Unit Allocation Schedule"), adopted by the Board of Managers, a copy of which is annexed hereto as **Schedule D** and incorporated herein, and otherwise as set forth in Paragraph B below.

B. The Board of Managers shall estimate the share of the General Common Expenses payable by the Office Unit Owner and the Garage Unit Owner, in the aggregate, at the commencement of each budget year in accordance with the Commercial Unit Allocation Schedule based upon a year-end audit of the actual expenses for the preceding budget year. Following the close of the Condominium's fiscal year, the Board of Managers shall render a final bill or credit, as applicable, to the Office Unit Owner and the Garage Unit Owner, based upon the actual total General Common Expenses incurred by the Condominium for the fiscal year just ended, allocated in accordance with the Commercial Unit Allocation, less the actual General Common Charges paid by each of the Office Unit Owner and Garage Unit Owner during such fiscal year. Thereafter, the share of the General Common Charges payable by each of the Office Unit Owner and the Garage Unit Owner shall be billed by the Board of Managers in an amount equal to $1/12^{th}$ of such amount for each month in the next succeeding fiscal year until a further year-end true-up and final accounting is prepared.

6. Commercial Committee

Section 1 of Article II of the By-Laws is amended to provide that in lieu of the Commercial Unit Owner electing three (3) of the Members of the Board of Managers, the Office Unit Owner shall elect two (2) persons to the Board of Managers (who shall also serve on the Commercial Committee) and the Garage Unit Owner shall elect one (1) person to the Board of Managers (who shall also serve on the Commercial Committee). So long as there shall be only one Office Unit and one Garage Unit, such persons may be designated by the Office Unit Owner and the Garage Unit Owner, respectively, by a written notice to the Board of Managers, without the formality of an election.

Notwithstanding any provision of the Original Declaration or By-Laws to the contrary, including without limitation the provisions of subsection (c) of Section 2 of Article II of the By-Laws, the Commercial Committee shall not have any right, jurisdiction or authority to make any decisions or to otherwise take any action with respect to the Office Unit or the Garage Unit, without the prior written consent of the affected Unit Owner in each case.

The Commercial Committee shall be responsible for the operation, care, upkeep, maintenance repair and replacement of any Commercial Limited Common Elements which may hereafter be designated or created, which designation or creation shall only be with the prior written consent of each of the Office Unit Owner and the Garage Unit Owner. The Commercial Committee shall not incur Commercial Common Expenses, levy any Commercial Common Charges or borrow any sums of money without the prior written consent of the Office Unit Owner and the Garage Unit Owner.

If the Office Unit Owner and the Garage Unit Owner shall agree in writing to share certain expenses on such terms as they may agree upon, then and in such event, the Commercial Committee shall annually prepare a Commercial Common Expense Budget and assess Commercial Common Charges in the manner set forth pursuant to such written agreement.

7. Appointment of Officers and Health Club

Section 1 of Article IV of the By-Laws is amended to provide that the Assistant Treasurer and Assistant Secretary of the Board of Managers shall be designated by the Office Unit Owner. Neither the Garage Unit Owner nor any tenant of the Garage Unit shall have any right to use the Health Club pursuant to Section 16 of Article V of the By-Laws.

8. Further Amendments

Nothing herein shall limit the right of the Garage Unit Owner or the Office Unit Owner to further subdivide their respective Units or to offer the same for lease or sale, subject to compliance with applicable laws and codes. In connection with any subdivision, leasing, or mortgaging, each of the Office Unit Owner and the Garage Unit Owner shall cooperate with the other and shall consent to such further amendments of the Declaration and By-Laws as may be requested by the other party provided, however, that such amendment does not (i) materially and adversely affect the consenting Unit Owner, and (ii) is without unreimbursed cost to the consenting Unit Owner. The provisions of this paragraph shall be binding upon all subsequent owners of the Garage Unit and the Office Unit and the owners of any newly created Units resulting from the subdivision of the Garage

Unit and/or the Office Unit.

9. **Invalidity and Ratification**

The invalidity of any provision of this Third Amendment to Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Third Amendment to Declaration or Declaration, and, in such event, all of the other provisions of this Third Amendment to Declaration and the Declaration shall continue in full force and effect as if such invalid provision had never been included herein. Except as expressly hereby amended, all of the other terms and provisions of the Declaration and By-Laws are hereby ratified and confirmed and remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

10. **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 Third Amendment to Declaration or the intent of any provision hereof.

IN WITNESS WHEREOF, this Third Amendment to Declaration has been executed this 6 day of May, 2009.

645 FIRST AVENUE MANHATTAN LLC

By: _____
Bernard Spitzer, Manager

CORINTHIAN COMMERCIAL LLC

By: _____
Bernard Spitzer, Manager

The Board of Managers of The Corinthian Condominium
Joins In This Third Amendment of Declaration Solely
To Ratify And Confirm "The Commercial Unit
Allocation Schedule" And Provisions of Article 5 Hereof.

THE BOARD OF MANAGERS OF THE CORINTHIAN CONDOMINIUM AS AGENT FOR THE UNIT OWNERS

By: Maria C Marinello
Name: MARIA C. MARINELLO
Title: PRESIDENT

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 6 day of May in the year 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Bernard Spitzer, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

SEAL

CHARLES R. MORISI
Notary Public, State of New York
No. 24-4970342
Qualified in Kings County
Commission Expires August 13, 2010

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 6 day of May in the year 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Maria Marinello, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

SEAL

CHARLES R. MORISI
Notary Public, State of New York
No. 24-4970342
Qualified in Kings County
Commission Expires August 13, 2010

SCHEDULE A

DESCRIPTION OF THE LAND

The unit known as Commercial Unit (the "Unit") in the building known as The Corinthian Condominium (the "Building") in the Borough of Manhattan, City, County and State of New York, designated and described as Commercial Unit in the Declaration establishing The Corinthian Condominium (hereinafter called the "Property"), under the Condominium Act of the State of New York (Article 9-B of the Real Property Law of the State of New York), dated December 18, 1987, recorded in the Office of the City Register, New York County, on the 14th day of April, 1988, in Reel 1389 at Page 1469, as amended by the First Amendment to the Declaration dated March 28, 1989 and recorded June 28, 1989 in Reel 1593 at Page 2059, as amended by the Second Amendment to the Declaration dated July 20, 1989, recorded August 9, 1989 in Reel 1608 at Page 2423 (hereinafter called the "Declaration"); and

designated also as Block No. 943, Tax Lot No. 1001 on the floor plans and site plan (the "Floor Plans") of the Building, certified by John M. Schimenti, P.C., Architect, on December 15, 1987 and filed in the Real Property Assessment Department of the City of New York on April 14, 1988 as Condominium Plan No. 528 and also filed in the Register's Office on April 14, 1988 as Map No. 4757, as amended by the First Amendment to the Floor Plans of said building certified by John M. Schimenti, Architect, on March 31, 1989 and filed with the Real Property Assessment Department of the City of New York on June 20, 1989 as Condominium Plan No. 528A and also filed in the Register's Office on June 28, 1989 as Condominium Plan No. 528A, Map No. 4907, as amended by the Second Amendment to the floor plans of said building certified by John M. Schimenti, Architect, on March 31, 1989 and filed with the Real Property Assessment Department of the City of New York on June 20, 1989 as Condominium Plan No. 528B and also filed in the Register's Office on August 9, 1989 as Condominium Plan No. 528B, Map No. 4920.

The land (the "Land") on which the Building is located is described on Schedule "A" annexed hereto and made a part hereof.

TOGETHER with an undivided 11.5000 percent interest appurtenant to the Unit in the Common Elements (as defined in the Declaration) of the Property (hereinafter called the "Common Elements").

ALL that certain parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of East 38th Street and the westerly side of First Avenue;

RUNNING THENCE Southerly along the westerly side of First Avenue, 197.50 feet to the corner formed by the intersection of the northerly side of East 37th Street and the

- continued on next page -

westerly side of First Avenue;

THENCE Westerly along the northerly side of East 37th Street, 411.00 feet to the corner formed by the intersection of the northerly side of East 37th Street and the easterly side of Tunnel Approach Street;

THENCE Northerly along the easterly side of Tunnel Approach Street, 197.50 feet to the corner formed by the intersection of the easterly side of Tunnel Approach Street and the southerly side of East 38th Street; and

THENCE Easterly along the southerly side of East 38th Street, 411.00 feet to the point or place of BEGINNING.

EXCEPTING THEREFROM ALL that portion of the parcel described below which lies below a horizontal plane having an elevation of 306.62 feet, New York City Tunnel Authority datum, which datum, 300.00 feet, is equivalent to 2.653 feet above mean sea level at Sandy Hook, New Jersey, as established by the United States Coast and Geodetic Survey;

BEGINNING at the corner formed by the intersection of the southerly side of East 38th Street with the westerly side of First Avenue;

RUNNING THENCE along the westerly side of First Avenue, South 00 degrees 00 minutes 15.6 seconds West, 71.70 feet;

THENCE North 80 degrees 25 minutes 04.3 seconds West, 2.60 feet to a point of curvature;

THENCE Southwesterly on a curve to the right having a radius of 469.50 feet, for a distance of 155.07 feet to the northerly side of East 37th Street, which point is distant 91.41 feet Westerly from the corner formed by the intersection of the westerly side of First Avenue with the northerly side of East 37th Street;

THENCE along the northerly side of East 37th Street, North 89 degrees 59 minutes 42.3 seconds West, 55.57 feet to a point of tangency;

THENCE Northeasterly on a curve to the left having a radius of 431.70 feet, for a distance of 111.98 feet to a point of tangency;

THENCE North 55 degrees 31 minutes 23.3 seconds West, 1.78 feet;

THENCE North 34 degrees 06 minutes 30.7 seconds East, 12.36 feet;

- continued on next page -

SCHEDULE A (continued)

THENCE South 56 degrees 15 minutes 34.3 seconds East, 1.78 feet to a point of curvature;

THENCE Northeasterly on a curve to the left having a radius of 431.70 feet, for a distance of 26.60 feet to a point of tangency;

THENCE North 60 degrees 41 minutes 51.3 seconds West, 2.48 feet;

THENCE North 28 degrees 41 minutes 41.7 seconds East, 15.94 feet;

THENCE South 61 degrees 54 minutes 46.3 seconds East, 2.48 feet to a point of curvature;

THENCE Northeasterly on a curve to the left having a radius of 431.70 feet, for a distance of 68.79 feet to a point of tangency;

THENCE North 13 degrees 17 minutes 28.3 seconds West, 4.94 feet to the southerly side of East 38th Street; and

THENCE along the southerly side of East 38th Street, South 89 degrees 59 minutes 42.3 seconds East, 17.44 feet to the point or place of BEGINNING.

Schedule B

THIRD AMENDED FLOOR PLANS



CONDOMINIUM NO. 528-C

THIRD AMENDMENT TO CONDOMINIUM NO. 528

THE CORINTHIAN
330 EAST 38TH ST.
A.K.A. 345 EAST 37TH ST.
NEW YORK, NY

12 - 8

TAX BLOCK: 943
TAX LOT: 1822 -GARAGE UNIT
TAX LOT: 1001 - OFFICE UNIT
F/K/A LOT: 1001 - COMMERCIAL UNIT

APPROVED BY THE TAX MAP UNIT / LAND RECORDS DIVISION

FILED IN NEW YORK CITY LAND RECORDS DIVISION

THE LAND AFFECTED BY THE WITHIN INSTRUMENT LIES IN THE TAX BLOCK 943 ON THE BLOCK MAP OF TAXES AND ASSESSMENTS IN THE BOROUGH OF MANHATTAN

3-26-09

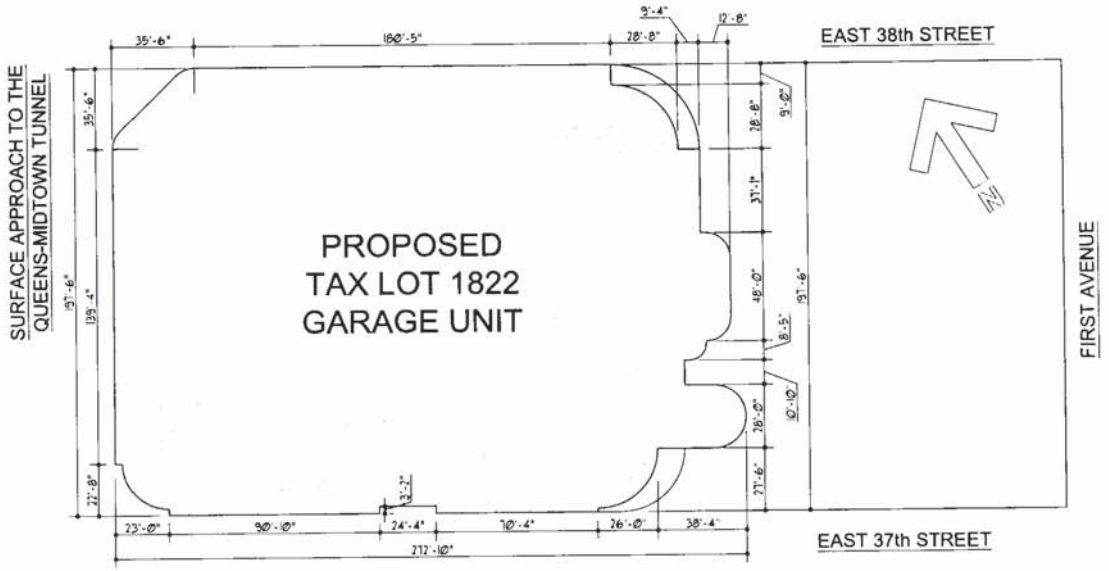
A-1

12-2

	WATER TANK ROOF
24.41'	WATER TANK
8.75'	ELEV. MACH. RM.
16.75'	ROOF
8.75'	TYP. 50th FL. THRU 55TH FL.
9.83'	49th FLOOR
8.75'	TYP. 10th FL. THRU 48TH FL.
8.75'	9th FLOOR
8.75'	8th FLOOR
8.75'	7th FLOOR
8.75'	6th FLOOR
8.75'	5th FLOOR
8.75'	4th FLOOR
14'	3rd FLOOR
11.37'	2nd FLOOR
13.8'	1st FLOOR
15'	CELLAR

BUILDING SECTION DIAGRAM

NOT TO SCALE



SITE PLAN

SCALE: 1" = 60'-0"

CONDOMINIUM PLAN CERTIFICATION

TAX MAP UNIT / LAND RECORDS DIVISION

(A) THE ANNEXED FLOOR PLANS CONSISTING OF 5 PAGES COVERING 3 FLOORS ON PREMISES KNOWN AS:

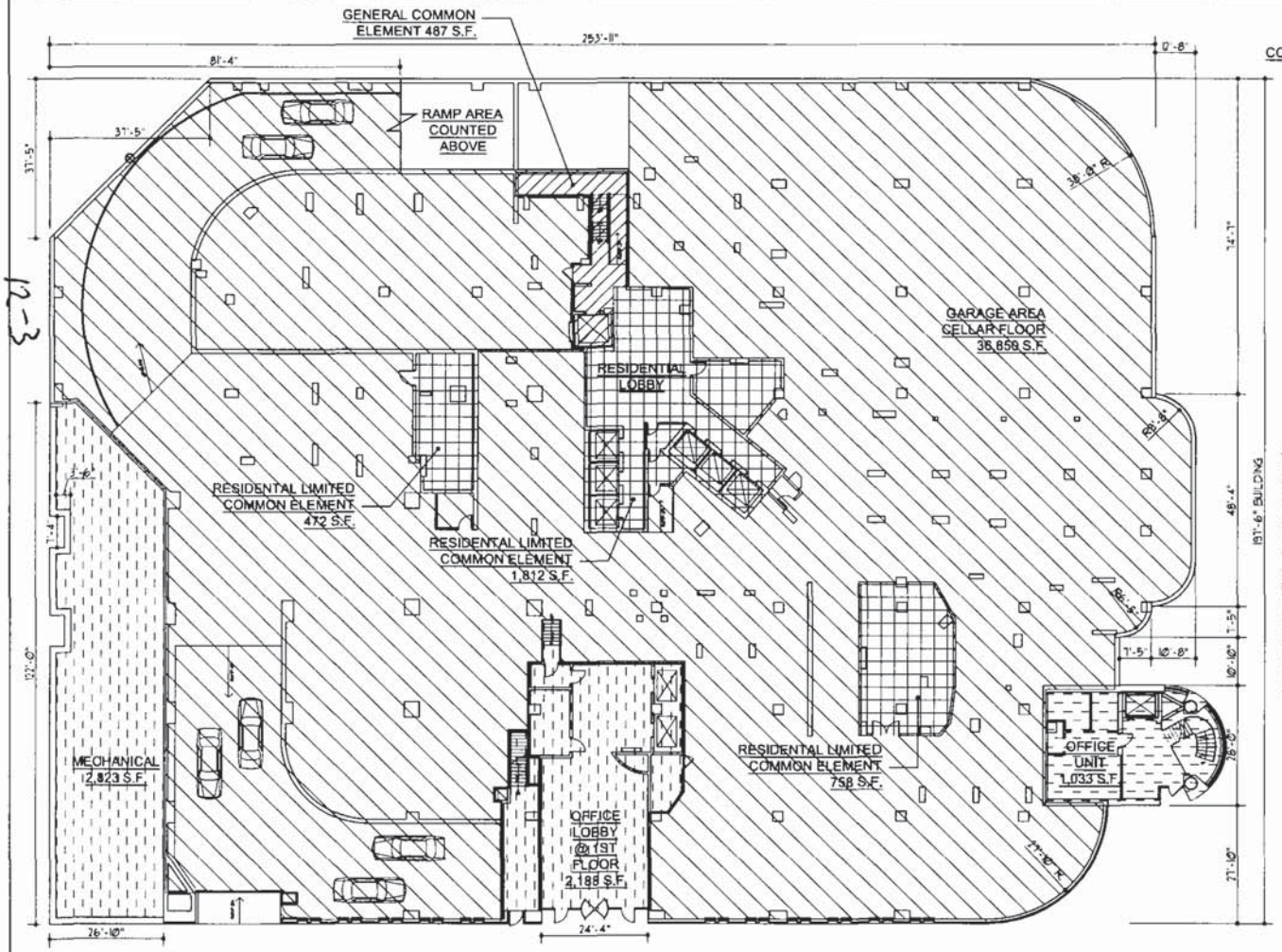
THE CORINTHIAN
330 EAST 38TH ST.
A.K.A. 345 EAST 37TH ST.
NEW YORK, NY

(B) THE LOT DESIGNATION FOR THE SEPARATE UNIT SHOWN THEREON CONFORM TO THE OFFICIAL TAX LOT NUMBER DESIGNATIONS FOR SUCH UNIT AS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE CITY OF NEW YORK BOROUGH OF MANHATTAN

3-26-09

DATE:_____ CARTOGRAPHER
TAX MAP UNIT / LAND RECORDS DIVISION

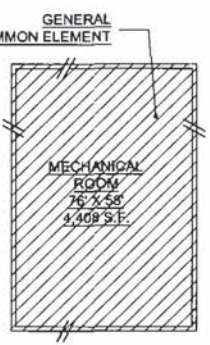
A-2



PLAN OF CELLAR W/ PARTIAL 1ST FL.

0 15' 30' 60'

SCALE: 1" = 20'



LEGEND

- GENERAL COMMON ELEMENTS 4,895 S.F.
- RESIDENTIAL LIMITED COMMON ELEMENTS 3,042 S.F.
- OFFICE LIMITED COMMON ELEMENTS 5,011 S.F.
- OFFICE UNIT 1,033 S.F.
- GARAGE UNIT 36,850 S.F.

TOTAL S.F. THIS FLOOR = 50,831 S.F.

THIS FLOOR IS GARAGE UNIT UNLESS OTHERWISE NOTED

TAX NUMBER 1001 – EXISTING

TAX NUMBER 1822 – PROPOSED

DECLARANT:

645 FIRST AVE. MANHATTAN, LLC
CORINTHIAN COMMERCIAL, LLC

DIMENSIONS OF UNITS:

EACH UNIT CONSISTS OF THE AREA MEASURED HORIZONTALLY FROM THE INSIDE FACE OF THE GLASS OR INSIDE FACE OF CONCRETE BLOCK OF THE EXTERIOR WALLS TO THE CENTER LINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT OR SEPARATING A UNIT FROM CORRIDORS, STAIRS, ELEVATORS AND MECHANICAL EQUIPMENT ROOMS. VERTICALLY, EACH UNIT CONSISTS OF OF THE SPACE BETWEEN ITS CONCRETE FLOOR AND THE UNDERSIDE OF ITS CONCRETE CEILING AND INCLUDES: (i) THE INTERIOR WALLS, PARTITIONS AND FLOOR COVERINGS AND FINISHED CEILINGS AFFIXED, ATTACHED, OR APPURTENANT TO SUCH UNIT, (ii) ANY AND ALL EQUIPMENT, FIXTURES, AND APPLIANCES (INCLUDING WITHOUT LIMITATION, HEATING AND PLUMBING FACILITIES SINKS, BATHTUBS, WATER CLOSETS, REFRIDGERATORS, RANGES, DISHWASHERS, AND ANY OTHER FIXTURES AND EQUIPMENT), AFFIXED, ATTACHED, OR APPURTENANT TO SUCH UNIT, AND BENEFITTINGSONLY THAT UNIT AND (iii) ANY FLOOR CONSTITUTION A MEZZANINE OR BALCONY CONTAINED WITHIN THE UNIT AND ANY INTERIOR STAIRWAY LEADING FROM AND TO THE UPPER AND LOWER LEVELS OF ANY UNIT.

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF THE PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK, AND FULLY AND FAIRLY DEPICTS THE LAYOUT LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

SWORN TO ME THIS 6TH DAY OF APRIL, 2009

TAX LOT CERTIFICATION

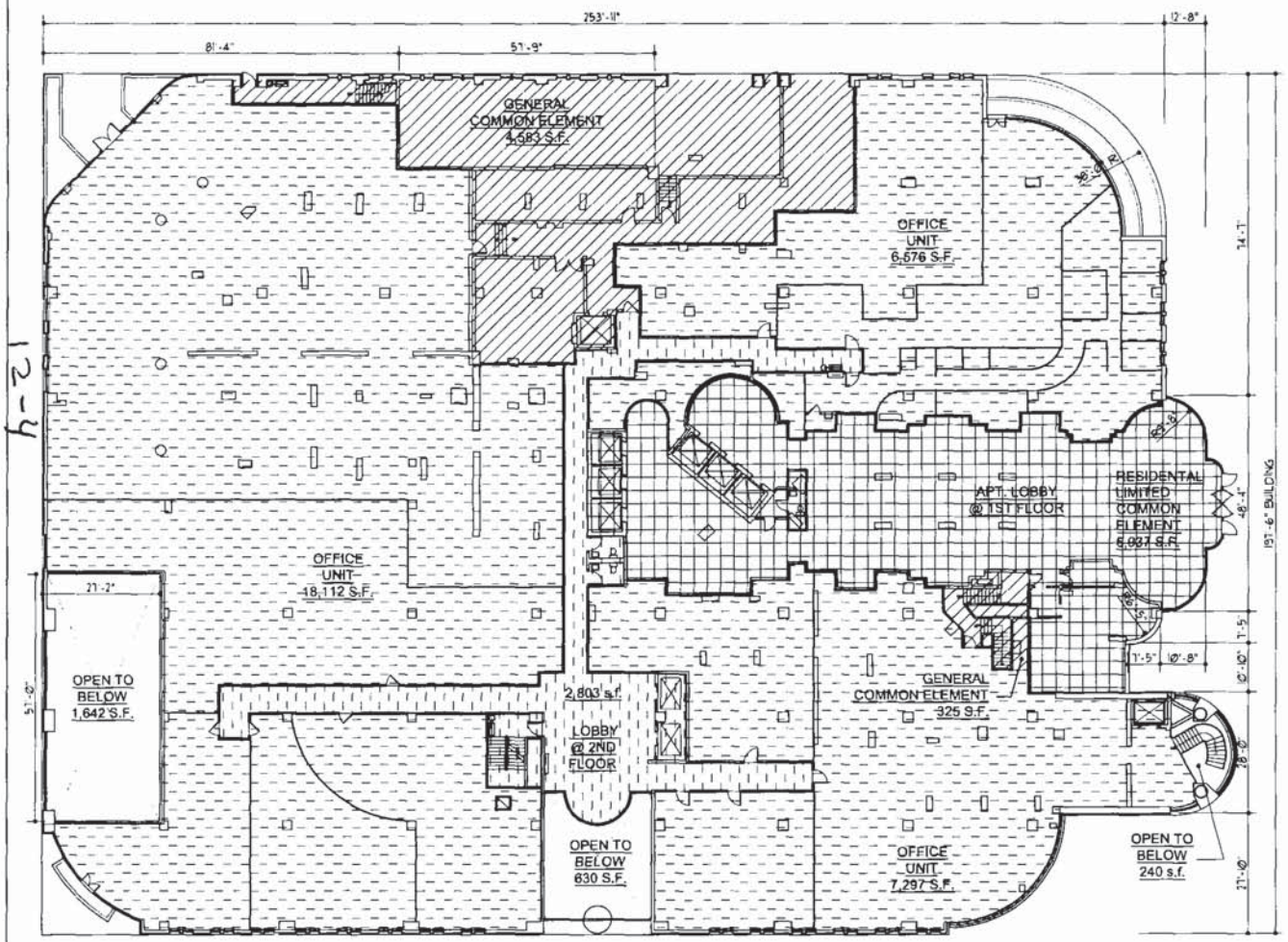
THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWNHEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE LAND RECORDS DIVISION OF THE CITY OF NEW YORK, BOROUGH OF MANHATTAN.

DATE:_____

CARTOGRAPHER:_____

4-6-09

A-3



0 15' 30' 60'

SCALE: 1" = 20'

PLAN OF 2ND FLOOR W/ PARTIAL 1ST FL.

LEGEND

- GENERAL COMMON ELEMENTS 4,371 S.F.
- RESIDENTIAL LIMITED COMMON ELEMENTS 5,937 S.F.
- OFFICE LIMITED COMMON ELEMENTS
- OFFICE UNIT 31,985 S.F.

TOTAL S.F. THIS FLOOR = 45,096 S.F.

THIS FLOOR IS OFFICE UNIT UNLESS OTHERWISE NOTED

TAX NUMBER 1001 - EXISTING

TAX NUMBER 1822 - PROPOSED

DECLARANT:
645 FIRST AVE. MANHATTAN, LLC

DIMENSIONS OF UNITS:

EACH UNIT CONSISTS OF THE AREA MEASURED HORIZONTALLY FROM THE INSIDE FACE OF THE GLASS OR INSIDE FACE OF CONCRETE BLOCK OF THE EXTERIOR WALLS TO THE CENTER LINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT OR SEPARATING A UNIT FROM CORRIDORS, STAIRS, ELEVATORS, AND MECHANICAL EQUIPMENT ROOMS. VERTICALLY, EACH UNIT CONSISTS OF CRETE FLOOR AND THE UNDERSIDE OF ITS

APPURTENANT TO SUCH UNIT, (ii) ANY AND ALL EQUIPMENT, FIXTURES, AND APPLIANCES (INCLUDING WITHOUT LIMITATION, HEATING AND PLUMBING FACILITIES SINKS, BATHTUBS, WATER CLOSETS, REFRIDGERATORS, RANGES, DISHWASHERS, AND ANY OTHER FIXTURES AND EQUIPMENT), AFFIXED, ATTACHED, OR APPURTENANT TO SUCH UNIT, AND BENEFITTINGONLY THAT UNIT AND (iii) ANY FLOOR CONSTITUTION A MEZZANINE OR BALCONY CONTAINED WITHIN THE UNIT AND ANY INTERIOR STAIRWAY LEADING FROM AND TO THE UPPER AND LOWER LEVELS OF ANY UNIT.

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF THE PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK, AND FULLY AND FAIRLY DEPICTS THE LAYOUT LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS

SWORN TO ME THIS 6TH DAY OF APRIL, 2009

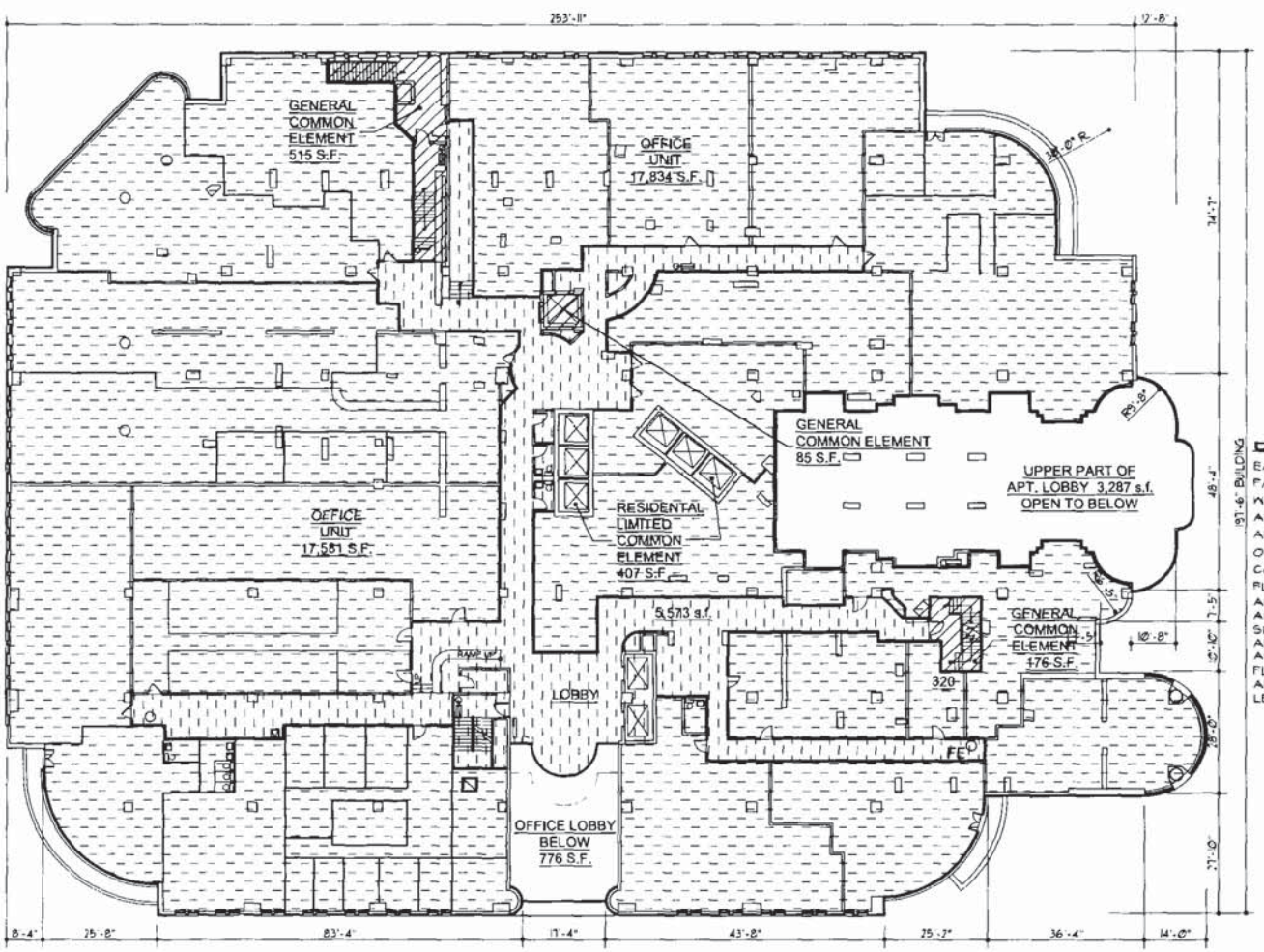
TAX LOT CERTIFICATION

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWNHEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE LAND RECORDS DIVISION OF THE CITY OF NEW YORK, BOROUGH OF MANHATTAN.

DATE: 4-6-09

CARTOGRAPHER: _____

A-4



SCALE: 1" = 20'

PLAN OF THIRD FLOOR

LEGEND

- GENERAL COMMON ELEMENTS 776 S.F.
- RESIDENTIAL LIMITED COMMON ELEMENTS 407 S.F.
- OFFICE LIMITED COMMON ELEMENTS 5,573 S.F.
- OFFICE UNIT 35,415 S.F.

TOTAL S.F THIS FLOOR = 42,171 S.F

THIS FLOOR IS OFFICE UNIT UNLESS OTHERWISE NOTED

TAX NUMBER 1001 - EXISTING

TAX NUMBER 1822 - PROPOSED

DECLARANT:

645 FIRST AVE, MANHATTAN, LLC
CORINTHIAN COMMERCIAL, LLC

DIMENSIONS OF UNITS:

EACH UNIT CONSISTS OF THE AREA MEASURED HORIZONTALLY FROM THE INSIDE FACE OF THE GLASS OR INSIDE FACE OF CONCRETE BLOCK OF THE EXTERIOR WALLS TO THE CENTER LINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT OR SEPARATING A UNIT FROM CORRIDORS, STAIRS, ELEVATORS, AND MECHANICAL EQUIPMENT ROOMS. VERTICALLY, EACH UNIT CONSISTS OF OF THE SPACE BETWEEN ITS CONCRETE FLOOR AND THE UNDERSIDE OF ITS CONCRETE CEILING AND INCLUDES: (i) THE INTERIOR WALLS, PARTITIONS AND FLOOR COVERINGS AND FINISHED CEILINGS AFFIXED, ATTACHED, OR APPURTENANT TO SUCH UNIT, (ii) ANY AND ALL EQUIPMENT, FIXTURES, AND APPLIANCES (INCLUDING WITHOUT LIMITATION, HEATING AND PLUMBING FACILITIES SINKS, BATHTUBS, WATER CLOSETS, REFRIDGERATORS, RANGES, DISHWASHERS, AND ANY OTHER FIXTURES AND EQUIPMENT), AFFIXED, ATTACHED, OR APPURTENANT TO SUCH UNIT, AND BENEFITTINSONLY THAT UNIT AND (iii) ANY FLOOR CONSTITUTION A MEZZANINE OR BALCONY CONTAINED WITHIN THE UNIT AND ANY INTERIOR STAIRWAY LEADING FROM AND TO THE UPPER AND LOWER LEVELS OF ANY UNIT.

THIS IS TO CERTIFY THAT THIS IS AN ACCURATE COPY OF THE PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK, AND FULLY AND FAIRLY DEPICTS THE LAYOUT LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

SWORN TO ME THIS 6TH DAY OF APRIL, 2009

TAX LOT CERTIFICATION

THE UNIT DESIGNATION AND THE TAX LOT NUMBERS SHOWNHEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE BLOCK MAP OF TAXES AND ASSESSMENTS OF THE LAND RECORDS DIVISION OF THE CITY OF NEW YORK, BOROUGH OF MANHATTAN.

DATE: _____

CARTOGRAPHER: _____

4-6-09

A-5

12-5

Schedule C

TO THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM
THE CORINTHIAN CONDOMINIUM
330 EAST 38TH STREET
NEW YORK, NY

UNIT	LOCATION IN BUILDING	TAX LOT	APPROXIMATE AREA (Sq. Ft.)	NUMBER OF ROOMS/ BATHS	COMMON ELEMENTS TO WHICH UNIT HAS IMMEDIATE ACCESS	PERCENT OF COMMON INTEREST
Office	Cellar, First Floor, Second Floor	1001	68,433	N/A	Public Corridors, Stairs, Elevators	8.625%
Garage	Cellar	1822	36,850	N/A	Public Corridors, Stairs, Elevators	2.875%
Total			105,283			11.500%

Schedule C-1

TO THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM
THE CORINTHIAN CONDOMINIUM
330 EAST 38TH STREET
NEW YORK, NY

Floor	PRIOR TO THIRD AMENDMENT COMMERCIAL UNIT ONLY	AREA PRIOR TO THIRD AMENDMENT	UNIT AFTER THIRD AMENDMENT	AREA AFTER THIRD AMENDMENT
Cellar & P/O First Floor	Office Use Garage Use	1,033 36,850	Office Unit Garage Unit	1,033 36,850
Second Floor	Office Use	31,985	Office Unit	31,985
Third Floor	Office Use	35,415	Office Unit	35,415
Total		105,283		105,283

Schedule D

ALLOCATION SCHEDULE FOR CORINTHIAN CONDOMINIUM GENERAL COMMON EXPENSES ALLOCABLE TO THE OFFICE UNIT AND GARAGE UNIT (THE "COMMERCIAL UNIT ALLOCATION SCHEDULE")

Allocation Schedule For Corinthian Condominium General Common Expenses Allocable to Office and Garage Units

(Replaces And Supercedes Allocation Schedule Dated December 23, 1997)

Notes	Expense Item	Percentage of Expense Item Allocated To General Common Expenses	Office Unit Share Of General Common Expenses	Share of Expense Item Allocated To Office Unit	Garage Unit Share Of General Common Expenses	Share of Expense Item Allocated To Garage Unit
	Insurance	100.00%	8.625%	8.6250%	2.875%	2.8750%
	Water & Sewer	100.00%	11.000%	11.0000%	0.500%	0.5000%
	Audit Fees	100.00%	8.625%	8.6250%	2.875%	2.8750%
A	Heating & Air Conditioning	0.00%	0.000%	0.0000%	0.000%	0.0000%
B	Elevator Maintenance	14.00%	11.500%	1.6100%	0.000%	0.0000%
C	Service Elevator Salaries	50.00%	11.500%	5.7500%	0.000%	0.0000%
	General Builing Repairs	75.00%	8.625%	6.4688%	2.875%	2.1563%
	General Building Supplies	75.00%	8.625%	6.4688%	2.875%	2.1563%
	General Building Maintenance	75.00%	8.625%	6.4688%	2.875%	2.1563%
	Landscaping	60.00%	11.500%	6.9000%	0.000%	0.0000%
A	Plumbing Repairs	0.00%	0.000%	0.0000%	0.000%	0.0000%
A	Electric Repairs	0.00%	0.000%	0.0000%	0.000%	0.0000%
D	Super Salary & Benefits	100.00%	8.625%	8.6250%	2.875%	2.8750%
	Management Fees	50.00%	8.625%	4.3125%	2.875%	1.4375%
	Miscellaneous	75.00%	8.625%	6.4688%	2.875%	2.1563%
E	Legal Fees	100.00%	8.625%	8.6250%	2.875%	2.8750%

Notes:

(A) Residential and commercial units are responsible for their own heating, air conditioning, plumbing & electric repairs and maintenance

(B) For service elevator repair & maintenance, which is currently included in the service contract for the Residential Unit elevators

(C) Salary & benefits for service elevator operator.

(D) Salary & benefits of superintendent only irrespective of whether Condominium has an assistant superintendent or not

(E) General condominium legal expenses only. Residential and Commercial Units will remain responsible for their own legal expenses or legal expenses specifically allocable to each Unit.

ANDREW M. CUOMO
Attorney General

STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

ERIC CORNGOLD
Executive Deputy Attorney General
Division of Economic Justice

KENNETH E. DEMARIO
Bureau Chief
Real Estate Finance Bureau

(212)416-8959

645 First Avenue Manhattan LLC
c/c David B. Hirschhorn, Esq.
Attention: David Hirschhorn
138 Goodhill Road
Weston, CT 06883

RE: Corinthian **CPS-9**
File Number: CD860207 Amendment No: 55
Date Amendment Filed: 01/05/2009 Filing Fee: $225.00
Receipt Number: 96326

Dear Sponsor:

The referenced amendment to the offering plan for the subject premises is hereby accepted and filed. Since this amendment is submitted after the post closing amendment has been filed, this filing is effective for twelve months from the date of filing of this amendment. However, any material change of fact or circumstance affecting the property or offering requires an immediate amendment.

Any misstatement or concealment of material fact in the material submitted as part of this amendment renders this filing void ab initio. This office has relied on the truth of the certifications of sponsor, sponsor's principals, and sponsor's experts, as well as the transmittal letter of sponsor's attorney.

Filing this amendment shall not be construed as approval of the contents or terms thereof by the Attorney General of the State of New York, or any waiver of or limitation on the Attorney General's authority to take enforcement action for violation of Article 23-A of the General Business Law or other applicable law. The issuance of this letter is conditioned upon the collection of all fees imposed by law. This letter is your receipt for the filing fee.

Very truly yours,

Judith Kaufman

Judith Kaufman
Assistant Attorney General

THE CORINTHIAN
330 EAST 38TH STREET
NEW YORK, NEW YORK

FIFTY-FIFTH AMENDMENT TO THE OFFERING PLAN

This Amendment modifies and supplements the terms of the Offering Plan dated October 16, 1986 as amended by the First Amendment dated November 12, 1986, as modified by Second Amendment dated November 19, 1986, as modified by Third Amendment dated December 10, 1986, as modified by Fourth Amendment dated December 16, 1986, as modified by Fifth Amendment dated December 17, 1986, as modified by Sixth Amendment dated December 24, 1986, as modified by Seventh Amendment dated January 8, 1987, as modified by Eighth Amendment dated January 23, 1987, as modified by Ninth Amendment dated January 28, 1987, as modified by Tenth Amendment dated February 10, 1987, as modified by Eleventh Amendment dated February 18, 1987, as modified by Twelfth Amendment dated February 25, 1987, as modified by Thirteenth Amendment dated March 3, 1987, as modified by Fourteenth Amendment dated April 8, 1987, as modified by Fifteenth Amendment dated April 16, 1987, as modified by Sixteenth Amendment dated April 24, 1987, as modified by Seventeenth Amendment dated May 24, 1987, as modified by Eighteenth Amendment dated May 8, 1987, as modified by Nineteenth Amendment dated June 2, 1987, as modified by Twentieth Amendment dated July 13, 1987, as modified by Twenty-First Amendment dated August 18, 1987, as modified by Twenty-Second Amendment dated September 18, 1987, as modified by Twenty-Third Amendment dated October 1, 1987, as modified by Twenty-Fourth Amendment dated December 2, 1987, as modified by Twenty-Fifth Amendment dated February 8, 1988, as modified by Twenty-Sixth Amendment dated June 10, 1988, as modified by Twenty-Seventh Amendment dated August 29, 1988, as modified by Twenty-Eighth Amendment dated October 7, 1988, as modified by Twenty-Ninth Amendment dated December 9, 1988, as modified by Thirtieth Amendment dated March 7, 1989, as modified by Thirty-First Amendment dated June 19, 1989, as modified by Thirty-Second Amendment dated September 21, 1989, as modified by Thirty-Third Amendment dated January 31, 1990, as modified by Thirty-Fourth Amendment dated June 11, 1990, as modified by Thirty-Fifth Amendment dated June 19, 1991, as modified by Thirty-Sixth Amendment dated September 16, 1992, as modified by Thirty-Seventh Amendment dated December 13, 1993, as modified by Thirty-Eighth Amendment dated January 3, 1995, as modified by Thirty-Ninth Amendment dated January 10, 1996, as modified by Fortieth Amendment dated February 24, 1997, as modified by the Forty-First Amendment dated February 23, 1998, as modified by Forty-Second Amendment dated June 5, 1998, as modified by the Forty-Third Amendment dated January 28, 1999, as modified by the Forty-Fourth Amendment dated December 29, 1999 as modified by the Forty-Fifth Amendment dated February 7, 2000, as modified by the Forty-Sixth Amendment dated March 7, 200, as modified by the Forty-Seventh Amendment dated May 2, 2002, as modified by the Forty-Eighth Amendment dated June 13, 2003, as modified by the Forty-Ninth Amendment dated June

15, 2004, as modified by the Fiftieth Amendment dated September 24, 2004, as modified by the Fifty-First Amendment dated June 21, 2005, as modified by Fifty Second Amendment dated August 10, 2005, as modified by Fifty Third Amendment dated August 17, 2006, as modified by Fifty Fourth Amendment dated August 21, 2007, and should be read in conjunction therewith.

1. Identity of Co-Sponsors

The Co-Sponsors of The Corinthian Condominium consist of the following entities: (A) as to the Residential Unsold Units: (i) 645 First Avenue Manhattan LLC[1] (the "Company"), having an address at 730 Fifth Avenue, Suite 2202, New York, N.Y. 10019, which owns 91 Residential Unsold Units, (ii) Kriti Properties and Development Corporation ("KPDC"), having an address at 345 East 37th Street, Suite 312, New York, N.Y. 10016, which owns 9 Residential Unsold Units, and (iii) Spitzer Corinthian Residential LLC ("Spitzer"), having an address at 730 Fifth Avenue, Suite 2202, New York, N.Y. 10019, which owns 53 Residential Unsold Units (collectively, the "Residential Unit Sponsor"), and (B) as to Commercial Unit, Corinthian Commercial LLC (the "Commercial Unit Sponsor"), a New York limited liability company having an address at 730 Fifth Avenue, Suite 2202, New York, N.Y. 10019, the sole member of which is Bernard Spitzer, which has joined in the Plan as a Co-Sponsor solely for the purpose of offering the Commercial Unit for sale.

2. Subdivision of The Commercial Unit

Description of the Commercial Unit - Presently

The Commercial Unit generally consists of the portions of the Building known as and by the street address of 345 East 37th Street (a/k/a 330 East 38th Street, which is the Residential Section address), New York, New York, located on the Cellar[2], First Floor and Second Floor, as more particularly shown on the floor plans (the "Condominium Floor Plans") certified by Michael A. Schementi, and filed in the Office of the City Register, New York County in Reel 8800, at Page 4757. The Commercial

[1] The original Sponsor was 645 First Avenue Manhattan Company, a New York general partnership (the "Partnership") whose partners were Bernard Spitzer, Kriti Properties and Development Corporation ("KPDC") and Peter L. Malkin. As disclosed in prior amendments (i) Peter L. Malkin withdrew as a member of the Partnership, and (ii) Spitzer Corinthian Residential LLC (a New York limited liability company wholly owned and controlled by Bernard Spitzer) acquired the partnership interest of Bernard Spitzer. Effective December 31, 2002, (i) Spitzer Corinthian Residential LLC acquired the partnership interest of KPDC, and (ii) the Partnership was converted to a New York limited liability company known as 645 First Avenue Manhattan LLC (the "Company"). Spitzer Corinthian Residential LLC is the sole member of the Company and Bernard Spitzer is the sole manager of the Company.

[2] Cellar level is sometimes referred to as the basement level, such as on the elevator control panel and in the architect's original Description of Property and Specifications. It is referred to as the Cellar on the Condominium Floor Plans and on the Certificate of Occupancy.

Unit is legally designated and described in the Declaration establishing The Corinthian Condominium, dated December 18, 1987, recorded in the Office of the City Register, New York County, on April 14, 1988, in Reel 1389, at Page 1469, as amended by the First Amendment to the Declaration dated April 14, 1988 and recorded in the Office of the City Register, New York County on June 28, 1989 in Reel 1593 Page 2059. The Commercial Unit includes, as an appurtenance thereto, an 11.5% percent interest in the Common Elements. The Commercial Unit is designated on the Tax Map of the City of New York, as Block No. 943, Lot No. 1001.

The Commercial Unit Sponsor is offering the Commercial Unit for sale in its existing configuration and pursuant to a proposed subdivision pursuant to which the Commercial Unit will be subdivided into two Units to be known as the "Office Unit" and the "Garage Unit," both as hereinafter defined. In connection with such subdivision, the Commercial Unit Sponsor will cause the Declaration of Condominium, Condominium By-Laws and Condominium Floor Plans to be amended to reflect the subdivision as hereinafter described.

Description of the Office Unit and Garage Unit – Proposed Subdivision

The Office Unit will consist of that portion of the Commercial Unit generally consisting of the First Floor, Second Floor and portions of the Cellar Level, all as more particularly shown and described on the floor plan annexed hereto as **Exhibit A** (the "Office Unit Floor Plan"). The Office Unit will have an 8.625% percent interest in the Common Elements. The Office Unit consists of approximately 80,864 square feet that is currently divided into 33 commercial and medical suites on the First and Second Floors of the Building. The Office Unit will also include the Commercial Lobby on 37th Street. The Office Unit is currently offered at a price of $48,000,000, which price may be amended by the Commercial Unit Sponsor.

The Garage Unit will consist of that portion of the Commercial Unit generally consisting of the Cellar Level, all as more particularly shown and described on the floor plan annexed hereto as **Exhibit B** (the "Garage Unit Floor Plan"). The Garage Unit will have a 2.875% percent interest in the Common Elements. The Garage Unit consists of 186[3] legal parking spaces and 89 storage cubicles containing, in the aggregate, approximately 24,419 square feet. The storage cubicles are available to the general public for rental on a first come, first served basis. Because the Garage is operated exclusively on a valet basis, there are no dedicated handicap parking spaces and the width varies from approximately 86" to approximately 102". The Garage Unit is accessed from entrances on East 37th Street and East 38th Street. The three existing garage doors are overhead steel roll-up type equipped with automatic motors. The Garage Unit is currently offered at a price of $18,000,000, which price may be amended by the Commercial Unit Sponsor.

[3] The Offering Plan originally described the garage as having 150 parking spaces. However, by using valet parking instead of self parking the garage was licensed by the NYC Department of Consumer Affairs for 186 spaces (License No. 0887481). No services or facilities were eliminated to accommodate the additional parking.

General Common Expenses

The General Common Expenses of the Condominium are presently allocated between the Commercial Unit and the Residential Units, in the aggregate, based upon the Agreed Allocation Schedule For Corinthian Condominium Expenses Allocable To The Commercial Unit Owner (the "Commercial Unit Allocation Schedule"), adopted by the Board of Managers effective January 1, 1997, a copy of which is annexed hereto as **Exhibit C**. The share of the General Common Expenses payable by the Commercial Unit Owner (defined in the Plan as the "Commercial Common Charges") are estimated at the commencement of each budget year based upon a year-end audit for the preceding budget year. Following the close of the Condominium's fiscal year, the Board of Managers renders a final bill or credit, as applicable, to the Commercial Unit Owner based upon the actual total General Common Expenses incurred by the Condominium for the fiscal year just ended, allocated in accordance with the Commercial Unit Allocation, less the aggregate Common Charges paid by the Commercial Unit Owner during such fiscal year. Thereafter, the Commercial Unit Owner is billed $1/12^{th}$ of such amount for each month in the next succeeding fiscal year until a further year-end true-up is prepared. Following the subdivision of the Commercial Unit creating the Office Unit and the Garage Unit, the Commercial Common Charges will be allocated between the Office Unit and the Garage Unit by the Board of Managers in accordance with the Commercial Unit Allocation Schedule described in the Second Amendment To Declaration and By-Laws in the form annexed hereto as **Exhibit D**. The projection of Common Charges payable by each of the Office Unit and the Garage Unit and other financial terms relating to the Commercial Unit are set forth in Schedule A, annexed hereto as **Exhibit E**, which was computed in accordance with the Second Amendment To Declaration and By-Laws. It is not anticipated at this time that there will be any expenses which will be shared only between the Office Unit and the Garage Unit and therefore no provision for Commercial Common Charges has been made. The Office Unit Owner and the Garage Unit Owner may in the future agree to share certain expenses on such terms as they may agree upon in which event there may be a Commercial Common Expense Budget and Commercial Common Charges assessed.

Allocation of Assessed Value and Real Estate Taxes

According to the records of the New York City Department of Finance ("DOF") for the 2008/09 New York City fiscal year, the Commercial Unit has a total actual assessed valuation of $10,170,000 and a total transitional assessed valuation of $8,356,319. Accordingly, the total tax liability for the Commercial Unit for the 2008/09 tax year, using the transitional assessed value of $8,356,319 and the final Class 4 tax rate of $9.87 per $100 of assessed value, is $824,768.68[4]. The Commercial Unit Sponsor has been advised by its tax counsel that the existing total assessed valuation of the Commercial Unit is anticipated to be allocated by the DOF between the Office Unit and

[4] Note that the first half real estate taxes where billed by DOF using the 2008/09 Class 4 tax rate of $10.059 per $100. The actual rate was reduced to $9.87 per $100. Accordingly, a credit is due the Commercial Unit Sponsor in the amount of $7,896.34 for the overpayment made in the first half installment.

the Garage Unit on the basis of their relative Common Interest (i.e., 75/25). Accordingly, it is anticipated that the current transitional assessed value will be allocated (i) 75% to the Office Unit ($6,267,239), and (ii) 25% to the Garage Unit ($1,989,080).

The projection of real estate taxes anticipated to be payable by each Unit Owner following the subdivision of the Commercial Unit as set forth in Schedule A, was computed by the Sponsor based upon the advice of its tax counsel and on the current transitional assessment and tax rate in effect for the 2008/09 tax year. It should be noted, however, that the actual manner in which the DOF allocates the assessment and imposes the tax liability may be different from what is described above and neither Sponsor nor its counsel makes any representation or warranty as to what the assessment or tax liability will be for any particular period. Prospective purchasers are advised to consult competent tax counsel to advise them on such matters.

After the recording of an amendment to the Declaration, the Real Property Assessment Department of the City of New York will separately assess the resulting units as separate tax lots. Typically, the individual assessments will be effective commencing on the July 1st next following the date of the recording of the Declaration amendment. However, when the Declaration amendment is recorded after January 5th of a particular year, the City may wait until the subsequent July 1st before implementing the individual tax assessments. Accordingly, the earliest time which the Office Unit and Garage Units are likely to be separately assessed would be July 1, 2009, although there is no assurance of this. The tax assessor may or may not allocate the total assessed value of the Commercial Unit between the Office Unit and the Garage Unit in the same manner as stated above and as done by the Commercial Unit Sponsor. If the Office Unit and Garage Unit shall not be separately assessed prior to the closing thereof, the Office Unit Owner and Garage Unit Owner shall allocate the actual tax liability 75% to the Office Unit and 25% to the Garage Unit.

Terms of Sale, Offering Price and Financial Terms

The terms of sale set forth in the form of contract (the "Form of Contract") to the Fifty Second Amendment are applicable to the Office Unit and the Garage Unit, as applicable and are incorporated herein by reference, subject to the right of the Commercial Unit Sponsor to change such terms in the course of negotiations with a prospective Purchaser of either Unit.

Schedule A to the Plan reflecting the offering price and other financial terms relating to the Commercial Unit is amended and such information with respect to the Office Unit and the Garage Unit are as set forth in Schedule A, as set forth in **Exhibit E**, attached hereto.

Occupancy Status of Office Unit and Garage Unit

The Office Unit and the Garage Unit are each offered for sale subject to the rights of the existing tenants thereof and subject to such new tenancies, expirations and vacancies as may hereafter occur. The complete leases are available for inspection by prospective qualified Purchasers at the offices of the Sponsor. It is the responsibility of the Purchaser to verify the terms of the leases prior to signing a contract as the Purchaser agrees to accept title subject to the terms and conditions of the leases. Suite 312 is leased to Kriti Management, Inc., an affiliate of Co-Sponsor KPDC. The garage space is presently leased to Corinthian Garage Corp, Inc., an affiliate of Co-Sponsors Spitzer and KPDC. This lease will at the request of the Purchaser be terminated upon a sale of the Garage Unit.

Condition of Office Unit and Garage Unit

The Office Unit and Garage Unit are each offered in their respective As-Is condition, without representation or warranty by the Commercial Unit Sponsor or by any Co-Sponsor and as otherwise set forth in Paragraph 9 of the Form of Contract. Any warranty, express or implied, contained in the Plan, has expired and no such warranty shall inure to the benefit of the Purchaser of either the Office Unit or Garage Unit. Notwithstanding the foregoing, to the best of the Sponsor's actual knowledge, the Garage Unit is generally in good condition and no emergency repairs are required to insure normal operation. The Description of Property and Specifications contained as Document AA to the Plan, was amended with respect to the Commercial Unit as set forth in the Fifty Second Amendment. The Garage and storage room are equipped with a dry type fire sprinkler system as per the requirements of the New York City Building Code. The Office Unit is provided with a Mini Class E fire alarm system which is monitored by Central Office Alarm Company in Mt. Vernon, NY. To the best of the Sponsor's actual knowledge, the Service Entrance, Loading Dock and Service Elevator are generally in good condition. The Service Elevator serves the Residential Section and the Commercial Section and is operated and maintained by the Residential Board of Managers. The Commercial Unit Sponsor is unaware of any pending complaints. The Commercial Unit Sponsor is unaware of any records, reports, violations or other information known or available to the Commercial Unit Sponsor or its agents concerning the presence of lead-based paint and/or lead-based paint hazards. To the best of the Commercial Unit Sponsor's actual knowledge, all asbestos containing material ("ACM") existing upon the Property prior to its redevelopment in or about 1987 has been removed and no ACM have been used in the insulating or fireproofing in or around the area of the Office Unit and the Garage Unit during and subsequent to such redevelopment.

Deposit Held in Escrow

The contract deposit, defined in the Form of Contract as the "Deposit," will be held in escrow by Sponsor's counsel, Mintz Levin Cohn Ferris Glovsky and

Popeo PC, (the "Escrow Agent") in accordance with the regulations of the Department of Law and as otherwise described in the Thirty-Sixth Amendment to the Plan.

Existing Mortgages

The Commercial Unit is subject to a first mortgage loan held by New York Life Insurance Company ("New York Life"), having an office at 51 Madison Avenue, New York, N.Y. 10010. The New York Life loan has an outstanding principal balance of approximately $14,100,000, matures on April 10, 2010, bears interest at a floating rate based upon LIBOR, and requires monthly payments of interest only (current monthly interest only payment is approximately $50,400). The Office Unit and Garage Unit will each be transferred free and clear of the lien of such mortgage.

Amendment To Condominium Declaration and By-Laws

The Commercial Unit Sponsor will cause the Second Amendment to the Condominium Declaration and Condominium By-Laws to be recorded in the Office of the City Register, New York County, prior to the closing of title to the Office Unit or the Garage Unit. The Sponsor reserves the right to amend the provisions of the form of such Amendment consistent with the final provisions of the Purchase Agreement for both of the Office Unit and the Garage Unit.

Conflicts

In the event of any conflict between the information contained in this Fifty Fifth Amendment and the information contained in any brokerage sales informational brochure or statement made by any broker, sales agent or employee of Commercial Unit Sponsor, the provisions contained in this Amendment shall govern and control.

3. **Unsold Units**:

As of the date hereof, there are 153 Residential Unsold Units in the Condominium. The Residential Unsold Units are separately owned by each of: (i) 645 First Avenue Manhattan LLC (the "Company"), having an address at 730 Fifth Avenue, Suite 2202, New York, N.Y. 10019, which owns 91 Residential Unsold Units, (ii) Kriti Properties and Development Corporation ("KPDC"), having an address at 345 East 37th Street, Suite 312, New York, N.Y. 10016, which owns 9 Residential Unsold Units, and (iii) Spitzer Corinthian Residential LLC ("Spitzer"), having an address at 730 Fifth Avenue, Suite 2202, New York, N.Y. 10019, which owns 53 Residential Unsold Units (collectively, the "Sponsor"). The following sets forth in more detail the ownership of the Residential Unsold Units and the financial attributes of such ownership:

A. Company: Attached hereto as Exhibit A-1 is a schedule listing all of the Residential Unsold Units owned by the Company, which of such Units are presently leased to tenants, the aggregate current monthly rents received from such

tenants ($383,850), the monthly real estate taxes for the 2008/09 fiscal year (aggregate: $78,509), and the current monthly Common Charges assessed against such Units (aggregate: $65,236). The Residential Unsold Units owned by the Company are subject to a first mortgage loan held by New York Life Insurance Company ("New York Life"), having an office at 51 Madison Avenue, New York, N.Y. 10010. The New York Life loan has an outstanding principal balance of approximately $33,200,000, matures on April 10, 2010, bears interest at a floating rate based upon LIBOR (current rate is 3.48% per annum), and requires monthly payments of interest only (current monthly interest only payment is approximately $96,280. The balance at maturity will be approximately $33,200,000. The Residential Unsold Units owned by Spitzer are also subject to the lien of the New York Life mortgage and both the Company and Spitzer are co-borrowers under such loan. Accordingly, if either the Company or Spitzer does not make its respective payments due under the loan, both the Company and Spitzer will be in default and all of their Units will be subject to foreclosure by the lender. The monthly rental income received by the Company and Spitzer from their respective Residential Unsold Units exceeds the monthly amounts payable by the Company for Common Charges, real estate taxes and debt service. The Company is not a sponsor or a principal of a sponsor in any other offering of condominium or cooperative apartments.

B. KPDC: Attached hereto as Exhibit A-2 is a schedule listing the Residential Unsold Units owned by KPDC, which of such Unsold Units are presently leased to tenants, the aggregate current monthly rents received from such tenants ($36,500), the monthly real estate taxes for the 2008/2009 fiscal year (aggregate: $7,201), and the current monthly Common Charges (aggregate: $5,816). These Units are subject to a mortgage held by Atlantic Bank of New York ("ABNY"), having an office at 960 Avenue of The Americas, New York, N.Y. 10001, with an outstanding principal balance of approximately $3,761,069. The monthly payment on account of the mortgage is approximately $14,509 (subject to fluctuations in the LIBOR based interest rate). On March 19, 2004, KPDC and ABNY extended the maturity date of the loan to March 19, 2009 and otherwise on the same terms. The monthly rental income received by KPDC from their Residential Unsold Units exceeds the monthly amounts payable by KPDC for Common Charges, real estate taxes and debt service. Neither KPDC nor any principal of KPDC is a sponsor or a principal of a sponsor in any other offering of condominium or cooperative apartments.

C. Spitzer: Attached hereto as Exhibit A-3 is a schedule listing the Residential Unsold Units owned by Spitzer, which of such Unsold Units are presently leased to tenants, the aggregate current monthly rents received from such tenants ($246,405), the monthly real estate taxes for the 2008/09 fiscal year (aggregate: $45,316), and the current monthly Common Charges (aggregate: $35,136). These Units are subject to the same loan held by New York Life as more particularly described above in Section A under the Company. The monthly rental income received by Spitzer from its Residential Unsold Units exceeds the monthly amounts payable by Spitzer for Common Charges, real estate taxes and debt service. Spitzer Corinthian Residential LLC is wholly owned and controlled by Bernard Spitzer. Mr. Spitzer, individually, is the holder of unsold shares in the cooperative apartment building located at 200 Central Park South

and is also a principal in 200 Central Park South Associates, the sponsor of the cooperative offering at such location. Mr. Spitzer is also a principal of 210 CPS Associates LLC, the sponsor of the plan of cooperative ownership for the building located at 210 Central Park South. Except as set forth above, Mr. Spitzer is not a sponsor or a principal of a sponsor owning more than ten (10%) percent of the shares or units in any other condominium or cooperative offering. 200 Central Park South Associates, 210 CPS Associates LLC and Mr. Spitzer are current in their respective financial obligations in such other buildings. The offering plans for 200 Central Park South and 210 Central Park South are on file with the Department of Law and are available for public inspection. Spitzer Corinthian Residential LLC is not a sponsor or a principal of a sponsor in any other offering of condominium or cooperative apartments.

The Sponsor is current and has been current for the last twelve months for all financial obligations under the Offering Plan and for all payments of real estate taxes and debt service, if any, attributable to their respective Residential Unsold Units.

The Commercial Unit, is owned by Corinthian Commercial LLC, a New York limited liability company, the sole member of which is Bernard Spitzer. The monthly rental income received by Corinthian Commercial LLC exceeds the monthly amount payable by Corinthian Commercial LLC for common charges, real estate taxes and debt service with respect to the Commercial Unit.

Note: The amounts set forth in Schedules A-1 through A-3 for monthly real estate taxes are based on the annual real estate taxes divided by 12. Real estate taxes are actually payable semi-annually and not on a monthly basis.

4. Annual Meeting of Unit Owners And Election of Board of Managers:

On October 9, 2007, the annual meeting of Unit Owners was held and a new Board of Managers was installed. The election of the Board of Managers was held under the auspices of the managing agent. The new Board of Managers consists of the following persons:

Elected By Residential Unit Owners (including Sponsor) to serve on Residential Committee:

1. Maria Marinello
2. Charles Morisi*
3. Davidson Williams*
4. Peter Rosten
5. Holly Gusset
6. Andrew Schmitt
7. Charles DeBevoise
8. Betty Chiao

Designated By Sponsor to Serve on Residential Committee:

9. Bernard Spitzer*

Designated By Commercial Unit Owner to Serve on Commercial Committee:

10. Judy Anderson*
11. *currently vacant**
12. *currently vacant**

* Note: The persons whose names are denoted with an asterisk (*) are persons who are either employees, agents, relatives, principals of, or otherwise controlled by a Co-Sponsor. The owner of the Commercial Unit has the right to designate the members of the Commercial Committee.

The newly elected Board of Managers elected the following persons to serve as officers of the Condominium:

President:	Maria Marinello
Vice President:	Charles Morisi**
Secretary:	Holly Gussett
Treasurer:	Davidson Williams**

** Employee of a Co-Sponsor.

5. Financial Statement:

Annexed hereto as **Exhibit F** is a copy of the financial statement prepared by Citrin, Cooperman & Company, LLP, certified public accountants, reflecting the financial condition of the Condominium in connection with the operation of the property for the fiscal year ended April 30, 2007. The Residential Committee approved the retention of Citrin, Cooperman & Company, LLP.

6. New Budget:

A copy of the budget adopted by the Board of Managers of the Condominium and approved by the Residential Committee for the fiscal year commencing May 1, 2008, is attached hereto as **Exhibit G**. The Common Charges reflected in schedules A-1, A-2 and A-3, reflect the new budget.

7. **Extension of Offering**:

Upon the acceptance for filing of this Amendment, the Offering Plan shall be deemed extended for one year from the date hereof.

8. **No Other Material Change**:

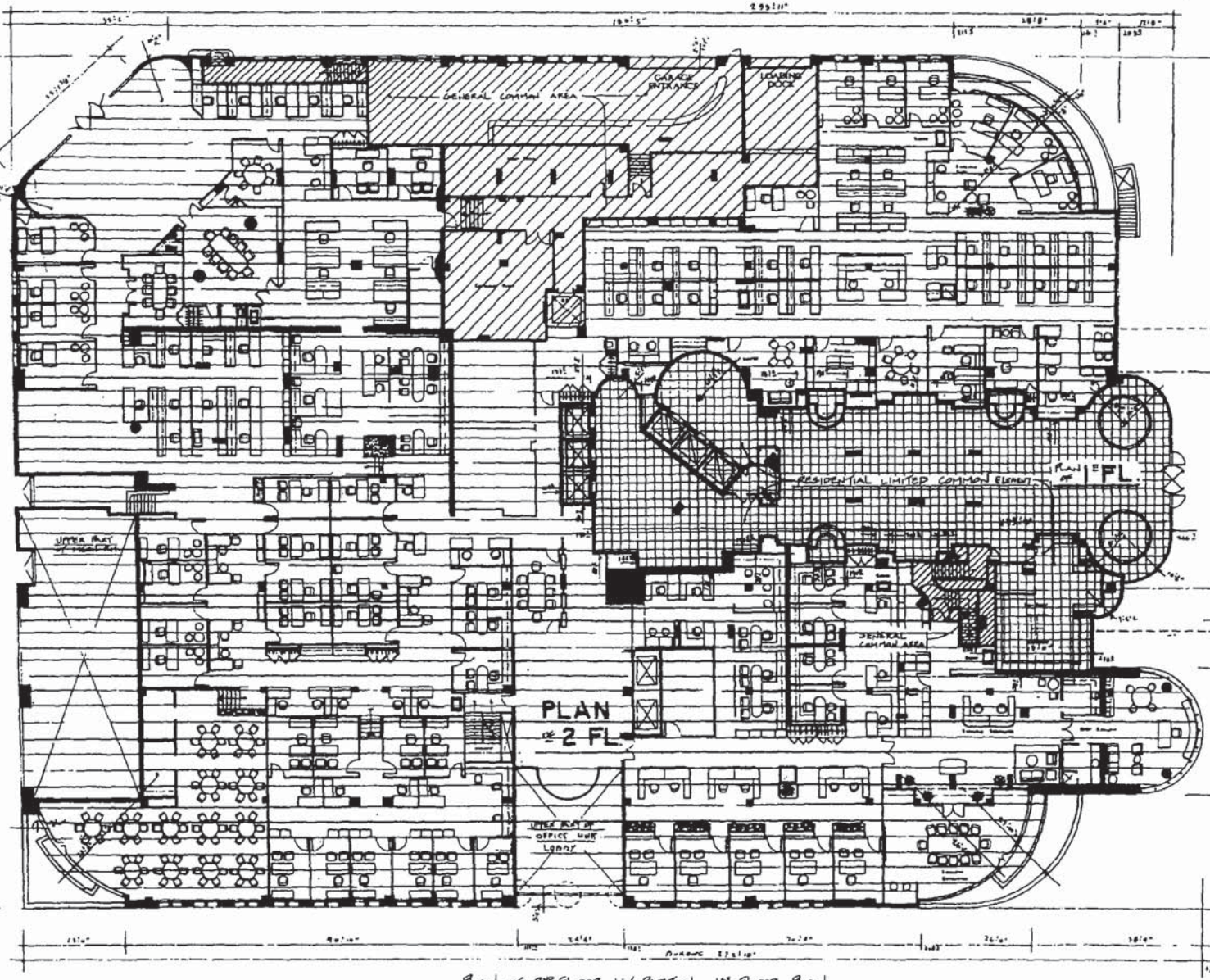
All material changes of fact or circumstances affecting the property or the offering since the filing of the Plan are included herein or in prior amendments.

CO-SPONSORS:

645 FIRST AVENUE MANHATTAN LLC
SPITZER CORINTHIAN RESIDENTIAL LLC
KRITI PROPERTIES AND DEVELOPMENT CORPORATION
CORINTHIAN COMMERCIAL LLC

Dated: January 5, 2009
New York, New York

EXHIBIT A



PLAN OF 2ND FLOOR W/ PARTIAL 1ST FLOOR PLAN

SCALE 1/8"=1'-0"

ARCHITECT'S CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATION AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

JAMES SCHIMENTI
REGISTERED ARCHITECT

INCORPORATION
BOARD OF DIRECTORS OF THE
DATED AS OF

TAX LOT IDENTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREIN CONFORM TO THE OFFICIAL TAX LOT NUMBERS KNOWN AS THE TAX MAPS OF THE REAL PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOROUGH OF MANHATTAN.

DATE SIGNATURE

GENERAL COMMON ELEMENTS
RESIDENTIAL LIMITED COMMON ELEMENTS
SPECIAL RESIDENTIAL LIMITED COMMON ELEMENTS
OFFICE UNIT

THIS FLOOR IS COMMERCIAL SPACE UNLESS OTHERWISE NOTED

TAX NUMBER 1001

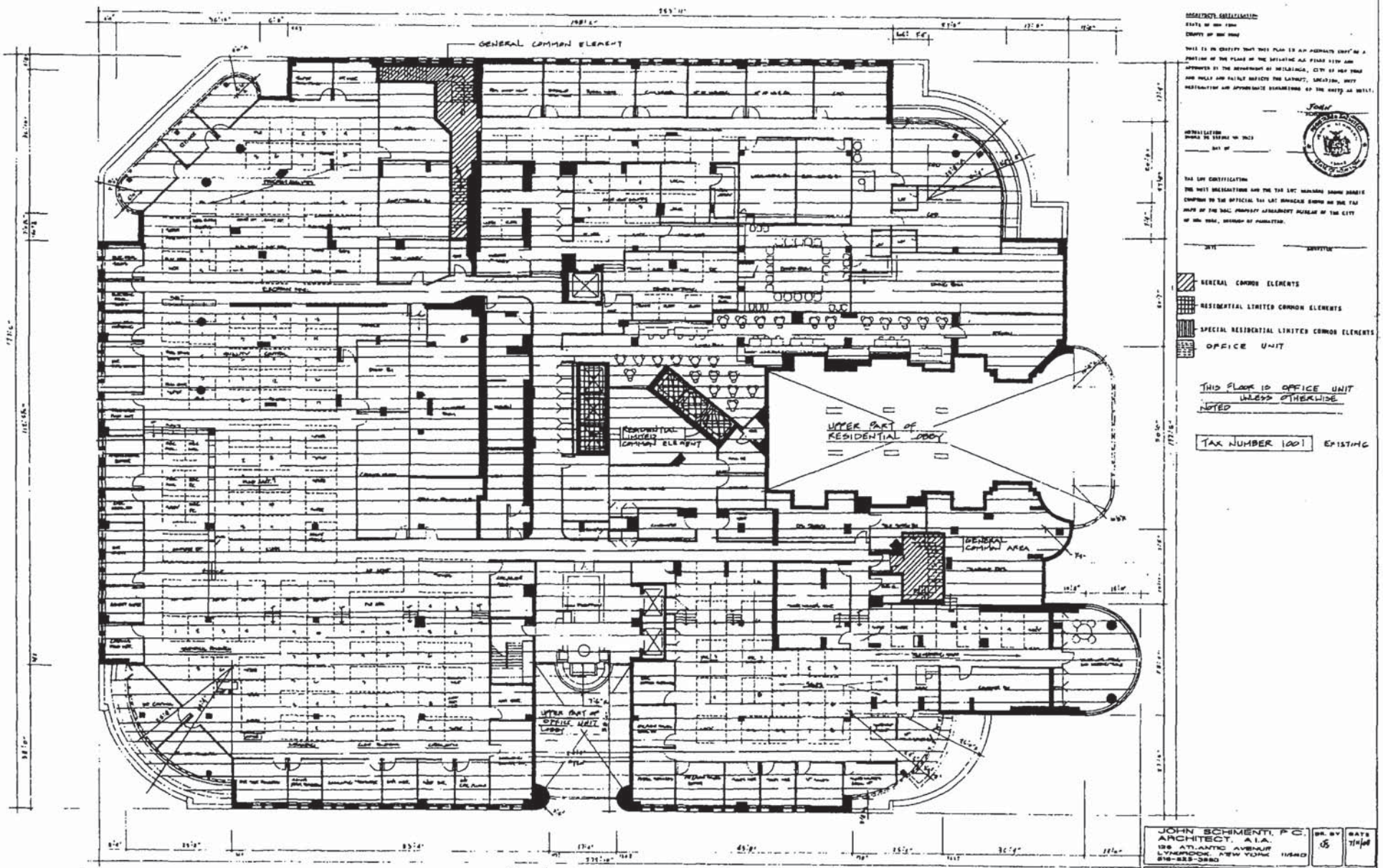
EXISTING

DIMENSIONS OF THE UNITS: EACH UNIT CONSISTS OF THE AREA MEASURED HORIZONTALLY FROM THE INSIDE FACE OF THE GLASS OR INSIDE FACE OF THE CONCRETE BLOCK OF THE EXTERIOR WALLS TO THE CENTER LINE OF PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR SEPARATING A UNIT FROM CORRIDORS, STAIRS, ELEVATORS,

Condominium 645 First Avenue Manhattan, LLC
Cointenant Commercial, LLC

JOHN SCHIMENTI, P.C. ARCHITECT, A.I.A. 195 ATLANTIC AVENUE LYNBROOK, NEW YORK, 11563 516-825-2883	DR. BY JS	DATE 7/16/01
PLAN OF 2ND FL. W/PARTIAL 1ST FL.	JOB NO. 1017	
250 EAST 38TH STREET 245 EAST 37TH STREET		

EXHIBIT A



PLAN OF 3RD FLOOR

SCALE: 1/8"=1'-0"

DIMENSIONS OF THE UNITS: EACH UNIT CONSISTS OF THE AREA MEASURED HORIZONTALLY FROM THE INSIDE FACE OF THE GLASS OR INSIDE FACE OF THE CONCRETE BLOCK OF THE EXTERIOR WALLS TO THE CENTER LINE OF PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR SEPARATING A UNIT FROM CORRIDORS, STAIRS, ELEVATORS,

ARCHITECT'S CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY REFLECTS THE LAYOUT, LOCATION, UNIT DESIGNATION AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

Seal of JOHN SCHIMENTI ARCHITECT

CERTIFICATION SHOULD BE DATED ON DATE OF ____

TAX LOT CERTIFICATION

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREIN CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAPS OF THE DEPARTMENT OF FINANCE, PROPERTY ASSESSMENT BUREAU OF THE CITY OF NEW YORK, BOROUGH OF MANHATTAN.

DATE _____ SIGNATURE _____

GENERAL COMMON ELEMENTS

RESIDENTIAL LIMITED COMMON ELEMENTS

SPECIAL RESIDENTIAL LIMITED COMMON ELEMENTS

OFFICE UNIT

THIS FLOOR IS OFFICE UNIT UNLESS OTHERWISE NOTED

TAX NUMBER 1001 EXISTING

JOHN SCHIMENTI, P.C.
ARCHITECT, A.I.A.
126 ATLANTIC AVENUE
LYNBROOK, NEW YORK 11563
516-593-3980

DR. BY JS

DATE 7/14/08

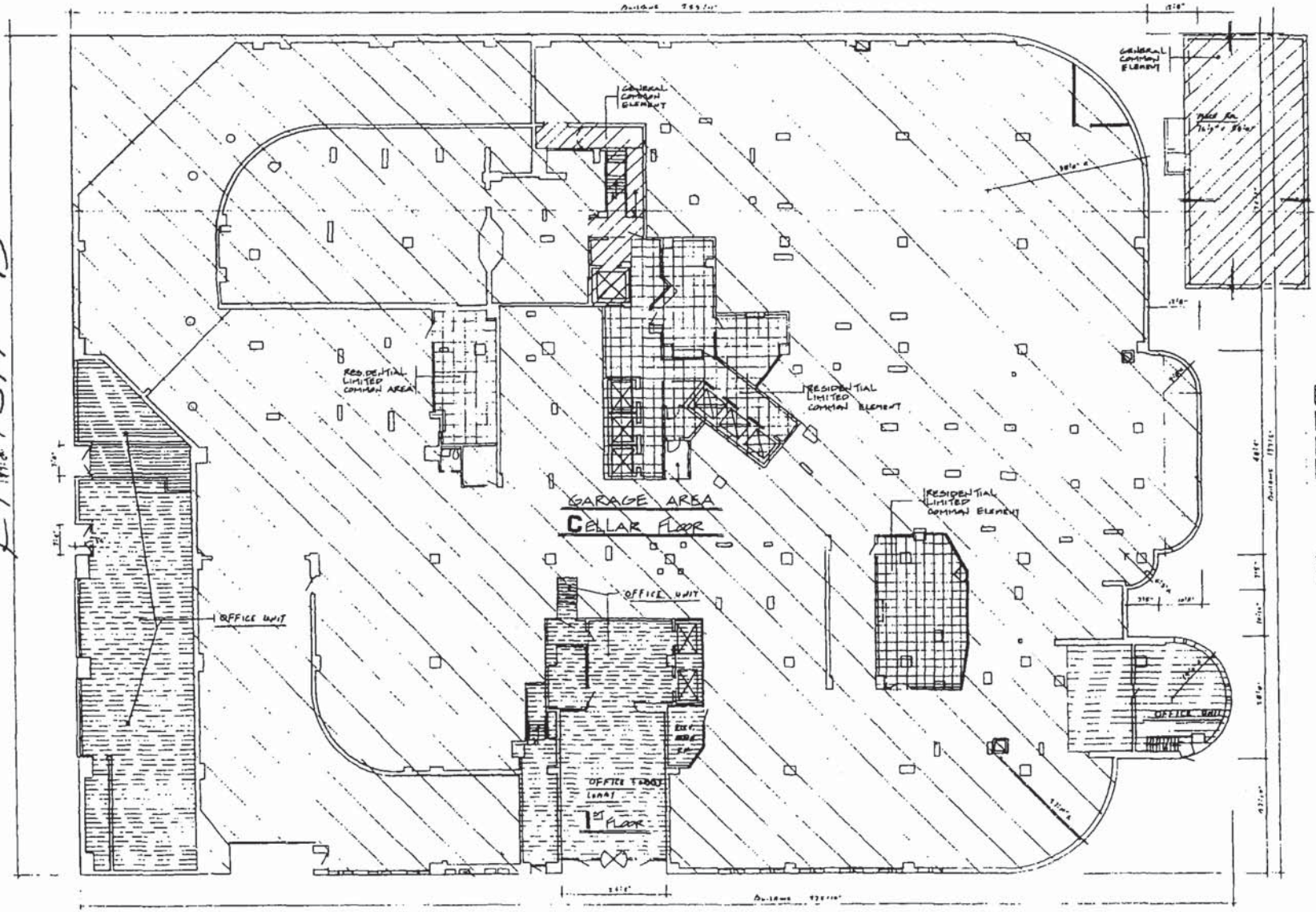
PLAN OF 3RD FLOOR

JOB NO. 10173

130 EAST 98 ST STREET
965 EAST 97 ST STREET

A5

EXHIBIT B



PLAN OF CELLAR W/ PARTIAL 1ST FLOOR

SCALE: 3/32" = 1'-0"

DECLARANT: 565 FIFTH AVENUE MANHATTAN, LLC
CORINTHIAN COMMERCIAL, LLC

DIMENSIONS OF THE UNITS: EACH UNIT CONSISTS OF THE AREA MEASURED HORIZONTALLY FROM THE INSIDE FACE OF THE GLASS OR INSIDE FACE OF THE CONCRETE BLOCK OF THE EXTERIOR WALLS TO THE CENTER LINE OF PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR SEPARATING A UNIT FROM CORRIDORS, STAIRS, ELEVATORS, AND MECHANICAL EQUIPMENT ROOMS; VERTICALLY, EACH UNIT CONSISTS OF THE SPACE BETWEEN THE TOP OF ITS CONCRETE FLOOR AND THE UNDERSIDE OF ITS CONCRETE CEILING.

JOHN SCHMENTI, P.C.
ARCHITECT, A.I.A.
199 ATLANTIC AVENUE
LYNBROOK, NEW YORK, 11563
516-820-2883

DR BY: JS | DATE: 7/11/08

PLAN OF CELLAR W/ PARTIAL 1ST FL.

JOB NO. 1077

550 EAST 98TH STREET
546 EAST 97TH STREET
NEW YORK, NEW YORK

A3

EXHIBIT C

Agreed Allocation Schedule
for
Corinthian Condominium Expenses
Allocable to the
Commercial Unit Owner

Condominium Expense Category	I % Allocated to Common Charges	II Commercial Unit % of Common Charges	III Commercial Unit Share (%) I x II	Notes
Building Insurance	100.00%	11.50%	11.50%	
City Water & Sewer	100.00%	11.50%	11.50%	
Accounting & Audit Fees	100.00%	11.50%	11.50%	
Heating & Air Conditioning	0.00%	0.00%	0.00%	(A)
Elevator Maintenance	14.00%	11.50%	1.61%	(B)
Service Elevator Wages	50.00%	11.50%	5.75%	(C)
General Building Repairs	75.00%	11.50%	8.63%	
General Building Supplies	75.00%	11.50%	8.63%	
General Building Maintenance	75.00%	11.50%	8.63%	
General Landscaping	60.00%	11.50%	6.90%	
Plumbing Repairs	0.00%	0.00%	0.00%	(A)
Electrical Repairs	0.00%	0.00%	0.00%	(A)
Super & Ass't Super Salary & Benefits	100.00%	11.50%	11.50%	(D)
Management Fees	50.00%	11.50%	5.75%	
Miscellaneous	75.00%	11.50%	8.63%	
Legal Fees	100.00%	11.50%	11.50%	(E)

Notes:

(A) Residential and commercial units are responsible for their own heating, air conditioning, plumbing & electric repairs and maintenance.

(B) For service elevator repair & maintenance, which is currently included in the service contract for the residential unit elevators.

(C) Salary & benefits for service elevator operator.

(D) Salary & benefits for building superintendent and assistant superintendent for all periods up through fiscal year ending April 30, 1997. Thereafter, salary & benefits of superintendent only, irrespective of whether condominium has an assistant superintendent or not.

(E) General condominium legal expenses only. Residential and commercial units will remain responsible for own legal expenses, or legal expenses specifically allocable to each unit.

Date: December 23, 1997

25333

REEL 1923 PAGE 1938
CONDOMINIUM NO. 528B

SECOND AMENDMENT TO THE DECLARATION

Establishing a Plan for Condominium Ownership of the Premises 330 East 38th Street, New York, New York, Pursuant to Article 9-B of the Real Property Law of the State of New York

The
Name: The Corinthian
Address: 330 East 38th Street
New York, NY 10016

The land affected by the within instrument lies in Block 943, F/K/A Lots 1574 and 1575 and N/K/A Lot 1574 on the Tax Map of the Borough of Manhattan, City of New York

DECLARANT: The Board of Managers of
The Corinthian
330 East 38th Street
New York, New York

2002 DEC -2 AM 11:49

LOC. VER. BY ADDRESS

When Recorded, Return by Mail to:

LePatner, Block, Pawa & Rivelis
120 West 45th Street, 35th Floor
New York, New York 10036
Attention: Edward Shapiro, Esq.

$29.00

OFFICE OF CITY REGISTER
New York County
RECORDED
Witness my hand
and official seal

City Register

REEL 1923 PAGE 1939

SECOND AMENDMENT TO DECLARATION

of

THE CORINTHIAN
(Pursuant to Article 9-B of the Real Property Law of the State of New York)

The Board of Managers of the Corinthian having an office address at 330 East 38th Street, New York, New York, does hereby declare as follows:

1. This the Second Amendment to that certain Declaration establishing a plan for condominium ownership of the Building and the Land on which same is erected comprising the Corinthian, made by 645 First Avenue Manhattan Company, as Sponsor, pursuant to the Condominium Act of the State of New York (Article 9-B of the Real Property Law of the State of New York) which Declaration was dated December 18, 1987 and recorded in the New York County Office of the Register of the City of New York ("City Register's Office") on April 14, 1988 in Reel 1389, page 1469 (the "Declaration").

2. Schedule B to the Declaration, which states that Unit 40-F comprises approximately 774 square feet, contains 3 1/2 rooms, 1 bath and 1 balcony, has a 0.0845 percentage interest in the Common Elements, has the tax lot designation 1574, located in the portion of the Building facing North, East and West and has access to the Elevators, Public Corridors, Stairs and Service Vestibule; and (ii) Unit 40-G comprises approximately 772 square feet, contains 3 1/2 rooms, 1 bath and 1 balcony, has a .0843

percentage interest in the Common Elements, has the tax lot designation 1575, is located in the portion of the Building facing North, East and West and has access to the Elevator, Public Corridor, Stairs and Service Vestibule, is hereby revised to reflect that Units 40-F and 40-G are combined to form one (1) Unit (hereinafter referred to as 40-F/G, so that such Unit is described as follows:

(a) Unit 40-F/G comprises approximately 1546 square feet, 7 rooms, 2 baths and 2 balconies of approximately 98 square feet, has a .1688 percentage interest in the Common Elements, has a tax lot designation of 1574, is located in the portion of the Building facing North, East and West and has access to the Elevators, Public Corridors, Stairs and Service Vestibule.

3. Intended to be filed simultaneously with the recording of this Amendment is an Amendment to the Floor Plans of the Building showing the revised floor plans for Units 40-F and 40-G, said Amendment to the Floor Plans replaces and supersedes the original floor plans for Units 40-F and 40-G, certified by John M. Schimenti, P.C., Architect and filed in the New York City Register's Office, New York County, on April 14, 1988, as Condominium Plan No. 528, the amended floor plans are being filed solely to reflect the combination of Units 40-F and 40-G into one (1) unit known as Unit 40-F/G.

4. All the terms used in this Amendment shall have the same meaning as ascribed thereto in the Declaration.

5. The Declaration as revised and modified by this Amendment is incorporated herein by reference with the same force and effect as if set forth at length. Except as revised herein, all other terms and provisions of the Declaration are hereby ratified and confirmed and shall remain in full force and effect.

6. The provisions of this Amendment to the Declaration shall be perpetual and be construed to be covenants running with the Land and every part thereof and interest therein, and all provisions hereof shall be binding upon and inure to the benefit of the owner of all or any part of the Property, or interest therein, and his heirs, executors, administrators, legal representatives, successors and assigns.

7. If any provision of this Amendment to the Declaration, or any section, sentence, clause, phrase or word, or the application thereof shall in any circumstances be judicially held in conflict with the laws of the State of New York, then the said laws shall be deemed controlling and the validity, force and effect of the remainder of this Amendment to the Declaration and the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

IN WITNESS WHEREOF, the undersigned has cause this Amendment to the Declaration to be executed as of this 9th day of NOVEMBER, 1992.

THE BOARD OF MANAGERS OF THE CORINTHIAN

BY: _____
President

_____
Secretary

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 9 day of November 1992, before me came David B. Barash who, being by me duly sworn, did depose and say that he resides at [redacted]; that The CORINTHIAN CONDOMINIUM is an unincorporated body; that he is the PRESIDENT of THE CORINTHIAN; and that he signed his name to the foregoing instrument by order of the Board of Managers of The Corinthian.

Notary Public

DONALD H. LEVY
NOTARY PUBLIC, State of New York
No. 41-2337927
Qualified in Queens County
Certificate filed in New York County
Commission Expires March 31, 1994

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 11th day of November, 1992, before me came Donald H. Levy who, being by me duly sworn, did depose and say that he resides at [redacted]; that The CORINTHIAN CONDOMINIUM is an unincorporated body; that he is the SECRETARY of THE CORINTHIAN; and that he signed his name to the foregoing instrument by order of the Board of Managers of The Corinthian.

Notary Public

DONNA A. HAVERTY
Notary Public, State of New York
No. 03-4523025
Qualified in Bronx County
Commission Expires February 28, 1993

L 25333

B-29

1992 DEC -2 AM 11:49

MCM-29140

REEL 1593 PAGE 2059 CONDOMINIUM NO. 528-A

CONDOMINIUM
NO. 528A
Amend to Condominium
NO. 528

FIRST AMENDMENT TO DECLARATION

Establishing a Plan for Condominium Ownership of the Premises 330 East 38th Street, New York, New York, Pursuant to Article 9-B of the Real Property Law of the State of New York

Name:	The Corinthian
Declarant:	The Board of Managers of The Corinthian Condominium
Date of Declaration:	December 18, 1988
Date Recorded:	April 14, 1988

3- EXTRA LOTS

The land affected by the within instrument lies in four lots in Block 943 f/k/a p/o Lot 1640, n/k/a Lots 1640 and 1821, f/k/a Lots 1626 and 1627, n/k/a Lot 1626 and f/k/a Lots 1524 and 1525, n/k/a Lot 1524 on the Tax Map of the Borough of Manhattan, City of New York.

LOC. VER. BY TAX

Record and Return To:
Wien, Malkin & Bettex
60 East 42nd Street
New York, New York 10165
Attention: David B. Hirschhorn, Esq.

AMENDMENT MADE THIS 28th day of March , 1989, by the BOARD OF MANAGERS OF THE CORINTHIAN CONDOMINIUM, AS AGENT FOR THE UNIT OWNERS (the "Board") to the Declaration of Condominium dated the 18th day of December, 1987 (the Declaration") establishing the The Corinthian Condominium, 330 East 38th Street, New York, New York (the "Condominium").

W I T N E S S E T H:

WHEREAS, the Declaration establishing The Corinthian Condominium was recorded in the Office of the City Register, New York County, on the 14th day of April, 1988 in Reel 1389, Page 1469 the property constituting said Condominium being designated as tax lots 1001 to 1820, in Block 943 of the Borough of Manhattan on the tax map of the Real Property Assessment Department of the City of New York, and the floor plans of said building certified by Michael Schimenti, P.C., Architects, and filed in the City Register's Office on the 14th day of April, 1988 as Condominium Plan No. 528 (the "Floor Plans");

WHEREAS, "Declarant" as that term is defined in the original Declaration, desires to (i) combine Units 43-I and 43-J to create a single Unit to be known as Unit 43-I/J, and (ii) combine Units 37-F and 37-G to create a single Unit to be known as Unit 37-F/G, and (iii) to subdivide Unit 44-F/G to create two Units to be known as Unit 44-F and Unit 44-G (collectively the "Affected Units"); and

WHEREAS, pursuant to Section 22 of the Declaration, the Board now wishes to amend Schedule C to the Declaration.

NOW, THEREFORE, the Board hereby amends Schedule C to the Declaration to delete all information pertaining to the Affected Units, and in place thereof, to include the information set forth in Exhibit A attached hereto and made a part hereof.

Except as herein specifically provided, the remainder of the Declaration shall remain unchanged.

IN WITNESS WHEREOF, the Board has caused this Amendment to be executed on the date first above written above.

THE BOARD OF MANAGERS OF
THE CORINTHIAN CONDOMINIUM,
AS AGENT FOR THE UNIT OWNERS

By: _____
Bernard Spitzer, President

EXHIBIT A

Units	Location (In Portion of Building Facing in Directions Set Forth Below)	Tax Lot Number	Approximate Area in Square Feet	Number of Rooms/baths	Common Elements to which Unit has Immediate Access	Percentage of Interes in the Com Elements
44-F	North, East & West	1640	774	3.5/1/B*	Public Corridors, Stairs, Elevators Service Vestibule	.0845%
44-G	North, East & West	1621	772	3.5/1/B*	"	.0843%
43-I/J	North, South, East & West	1626	1666	7/3/BB**	"	.1819%
37-F/G	North, East & West	1524	1546	6.5/2/BB**	"	.1688%

* B indicates Balcony, Approximate Area 42 Sq. Ft.

** BB indicates 2 Balconies, Approximate Area 84 Sq. Ft.

REEL 1593 PAGE 2061

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 28th day of March , 1989 before me personally came Bernard Spitzer, to me known, and who being by me duly sworn, did depose and say: that he resides at [redacted], that he is the President of The Board of Managers of The Corinthian Condominium; and that he signed his name thereto by order of the Board of Managers of said Condominium.

Elaine Goldstein
Notary Public

ELAINE GOLDSTEIN
Notary Public, State of New York
No. 41-4729428
Qualified in Queens County
Commission Expires November 30, 1990

REEL 1593 PAGE 2063

MCM-29140
23490

B-23

Block 943
Lot: F/K/A P/O 1640, N/K/A 1640 & 1821
F/K/A 1626 & 1627 N/K/A 1626
& F/K/A Lots 1524 & 1525
N/K/A 1524

D-CONV 220508

$23.00

R & R: Wien, Malkin & Bettex
Att'n: David Hirschhorn
60 East 42nd Street
NY, NY 10165

RECORDED IN NEW YORK COUNTY

OFFICE OF THE CITY REGISTER

1989 JUN 28 P 1:52

RECORDED BY
LTIC ASSOC., INC.
32 EAST 39th STREET
NEW YORK, N.Y. 10016

CITY REGISTER

EE-1

DECLARATION ESTABLISHING THE CORINTHIAN CONDOMINIUM FOR PREMISES LOCATED AT 330 EAST 38TH STREET, NEW YORK, NEW YORK, PURSUANT TO ARTICLE 9-B OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK.

645 FIRST AVENUE MANHATTAN COMPANY, a partnership with an office at 800 Fifth Avenue, New York, New York 10021, hereinafter referred to as the "Declarant" or "Sponsor", does hereby declare:

1. *Submission of Property.* The Declarant hereby submits the land more particularly described on Schedule A attached hereto and made a part hereof, together with the Building and improvements thereon erected or to be erected (hereinafter called the "Building") owned by the Declarant in fee simple absolute (the land and Building hereinafter collectively called the "Property") to the provisions of Article 9-B of the Real Property Law of the State of New York (the "Condominium Act").

2. *Building.* Schedule B attached hereto and made a part hereof contains a description of the Building, including the number of stories and cellar, the number of Units and the principal materials of which it is constructed.

3. *Name of Condominium. By-Laws.* (a) This Condominium shall be known as "The Corinthian" (the "Condominium") and (b) attached to this Declaration and made a part hereof are the By-Laws of The Corinthian, which By-Laws 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".

4. *Definitions.* (a) *Unit.* Any space in the Building designated as a Residential or Commercial Unit in the Declaration or in any amendment thereto filed in accordance with the provisions hereof or of the By-Laws, together with said Unit's appurtenant undivided interest in the Common Elements. All such Residential and Commercial Units are collectively called "Units".

(b) *Residential Unit.* A Unit designated as such in the Declaration, together with said Unit's appurtenant undivided interest in the Common Elements.

(c) *Residential Unit Owner.* The owner of a Residential Unit.

(d) *Residential Section.* The portion of the Building containing the Residential Units, Residential Limited Common Elements, and Special Residential Limited Common Elements.

(e) *Commercial Unit.* The Unit designated as a Commercial Unit in the Declaration, together with said Unit's appurtenant undivided interest in the Common Elements.

(f) *Commercial Unit Owner.* The owner of the Commercial Unit.

(g) *Commercial Section.* The portion of the Building containing the Commercial Unit, Commercial Limited Common Elements and Special Commercial Limited Common Elements to the extent hereafter created.

5. *Units.* Annexed hereto and made a part hereof as Schedule C is a list of all Units in the Building, their Unit designations and the tax lot numbers, locations, approximate areas, number of rooms, Common Elements to which each has immediate access (all as shown on the floor plans of the Building, certified by Michael Schimenti, P.C., Architect, and filed in the Office of the City Register, New York County, simultaneously with the recording of this Declaration) and the percentage of interest of each Unit in the Common Elements.

6. *Dimensions of the Units.* (a) Each Unit consists of the area measured horizontally from the inside face of the glass or inside face of the concrete block of the exterior walls to the center line of partitions separating one Unit from another Unit, or separating a Unit from corridors, stairs, elevators and mechanical equipment rooms;* vertically, each Unit consists of the space between the top of its concrete floor and the underside of its concrete ceiling and includes: (i) The interior walls, partitions and floor coverings and finished ceilings affixed, attached or appurtenant to such Unit, (ii) any and all equipment, fixtures and appliances (including without limitation, heating and plumbing facilities, sinks, bathtubs, water closets, refrigerators, ranges, dishwashers and any other fixtures and equipment), affixed, attached or appurtenant to such Unit and benefitting only that Unit and (iii) any floor constituting a mezzanine or balcony contained within the Unit and any interior stairway leading from and to the upper and lower levels of any Unit.

(b) So long as the Declarant or its designee (as defined in Article 17, of this Declaration) shall have an interest in any Unit, the Declarant or its designee

* Notwithstanding the foregoing standardized method of measurement which may include portions of load bearing walls, the cost of repairing and maintaining all load bearing walls shall be a General Common Expense.

shall have the right, without the consent of the Board of Managers, other Unit Owners or the holders of Unit mortgages, to (i) make alterations, additions or improvements, structural and nonstructural, ordinary and extraordinary, interior and exterior, in, to and upon any Units owned by it, (ii) change the layout or number of rooms in the Unit, (iii) change the size and/or number of such Units by subdividing a Unit, combining separate Units (including those resulting from such subdivision or otherwise) into one or more Units, altering the boundary walls between Units or otherwise, and (iv) reapportion among the Units affected by such change their appurtenant interests in the Common Elements, provided, however, that in each instance Declarant shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom.

7. *Use of the Building Units.* (a) Each of the Residential Units in the Building shall be used as a residence only, except that (i) while the Declarant or its designee owns any Unit, Declarant or its designee shall have the right to use any such Unit for general and sales office purposes, as models and to use such Units and the Common Elements for other purposes connected with the promotion, sales or leasing of Units, and to erect and maintain signs at the Building in connection with the offering and sale by Declarant or its designee of Units therein, (ii) any Unit may be used for professional offices with the prior written consent of the Board of Managers if permitted by law, and (iii) to the extent permitted by law, any Unit may be used for any ancillary use, such as a permissible home occupation.

(b) The Commercial Unit shall be used only for lawful business or professional purposes consistent with the certificate of occupancy and building laws, codes, rules, and regulations, except that no obscene, pornographic or sex related material and no material depicting nude or semi-nude individuals may be located, exhibited or sold therein and no nude or semi-nude individuals shall be permitted therein, except in connection with a bonafide medical examination.

8. *Common Elements.* (a) The Common Elements of the Condominium (the "Common Elements") consist of the entire Property including the Land, and all parts of the Building and improvements thereon other than the Units. The Common Elements include, but are not limited to, those rooms, areas, corridors, spaces and other parts of the Building and all equipment, systems and facilities therein for the common use of the Units and the Unit Owners or which are necessary or convenient for the existence, maintenance or safety of the Property. The Limited Common Elements of the Condominium (the "Limited Common Elements") consist of those Common Elements which serve or benefit exclusively (a) the Residential Units or the Residential Unit Owners (in which

event they are called "Residential Limited Common Elements") or (b) the Commercial Unit or the Commercial Unit Owner (in which event they are called "Commercial Limited Common Elements"). A Common Element which is neither a Residential or Commercial Limited Common Element is a "General Common Element". Within the category of Residential Limited Common Elements is the subcategory "Special Residential Limited Common Elements" which are Residential Limited Common Elements appurtenant to a particular Residential Unit, the use of which is restricted to the Owner of such Residential Unit. In the event the Commercial Unit is subdivided, any Commercial Limited Common Element which is appurtenant to a particular Commercial Unit, the use of which is restricted to the Owner of such Commercial Unit, shall be a "Special Commercial Limited Common Element."

The Common Elements are not subject to partition nor are they severable form the Units except in accordance with the Condominium Act.

(b) *General Common Elements.* The General Common Elements consist of all portions of the Property, other than the Units* and the Residential and Commercial Limited Common Elements, including without limitation, the following:

(i) The land on which the Building is erected and all other land within the boundaries of the Property;

(ii) All foundations, columns, girders, beams and supports, including load bearing walls;

(iii) All exterior walls of the Building, but not including (1) the portions thereof on the Unit side of the interior face of the concrete block, or (2) windows or window frames or casements;

(iv) All concrete floor slabs, concrete ceilings and all public halls, landings, lobbies, fire passages and doors, stairs, stairwells (except for those contained within Units and those which are Residential Limited Common Elements or Commercial Limited Common Elements), elevator shafts, and equipment rooms;

(v) All utility rooms, locker room, shower room, toilet facilities and superintendent's office and work rooms, if any; except rooms and spaces designated on the Floor Plans as Units or Residential or Commercial Limited Common Elements;

* See footnote at page EE-2.

(vi) The pump room, compactor room and underground utility room and all other central and appurtenant installations for services such as power, steam, light, telephone, television, gas, sewer, waste, hot and cold water, and compacting (including all pipes, ducts, wires, chutes, cables and conduits used in connection with any such service whether located in Common Elements or in Units), and all other mechanical equipment spaces;

(vii) All tanks, pumps, motors, fans, compressors and control equipment serving the Units and Common Elements;

(viii) All roofs and roof structures (except those roofs on the 5th, 52nd and 55th floors used by Unit Owners as terraces, which shall constitute Special Residential Limited Common Elements);

(ix) The entranceways, and exits from the Building, except those portions designated as Residential Limited Common Elements or Commercial Limited Common Elements;

(x) Unit 5G, which shall be used as the superintendent's apartment;

(xi) The Plaza ("Plaza") which is on the east side of the Building, as shown on the site plan filed as part of the Floor Plans;

(xii) The service elevator serving both the Residential and Commercial Sections including the shaft, pit, machine room and appurtenant facilities;

(xiii) The trash compactor room and service hallway located on the 2nd floor; and

(xiv) All other areas of the Property and all apparatus systems, equipment and installations existing in the Building or on the Property for the common use of the Units or Unit Owner or necessary or convenient to the existence, maintenance or safety of the Property or of both the Residential Section and the Commercial Section.

The construction of the Residential Lobby or Commercial Lobby by Sponsor, or on behalf of Sponsor by any parties hereafter designated to do so in writing by Sponsor, and all furnishings, furniture, fixtures and equipment located and installed in the Residential Lobby or Commercial Lobby by Sponsor or by any such designees of Sponsor shall not be changed or altered in any manner by any Unit Owners or by the Board of Managers, and no additions or deletions whatsoever shall be made therein or thereto by any Unit Owners or by the Board of Managers, unless and until, in each instance, same shall first be

approved in writing by the Board of Managers, by any and all governmental authorities having jurisdiction and by Sponsor, so long as Sponsor or its designee shall own at least one Unit. Unless and until all of such approvals shall first be obtained in writing, no furniture, furnishings, fixtures, equipment, signs or hangings, wall, floor or other surface coverings, barriers or partitions, other matter or material will be located or installed in or on, or be affixed or attached to the Residential Lobby or Commercial Lobby by the Board of Managers or by any Unit Owners, and no structural or non-structural alterations or changes will be made in or to the Residential Lobby or Commercial Lobby by the Board of Managers or by any Unit Owners, unless required pursuant to any applicable requirements of law or by any governmental authorities having jurisdiction.

(c) *Residential Limited Common Elements.*

The following portions of the Common Elements will be Residential Limited Common Elements for the exclusive use of all Residential Unit Owners (their guests, employees, lessees, invitees and tenants) ("Residential Limited Common Elements"):

(i) Any of the following to the extent located on or above the 4th floor of the Building: all fire staircases, stairs and landings, all interior walls of the Building beyond the Unit side;

(ii) The Laundry Room located on the 4th floor;

(iii) All passages, hallways and corridors, trash rooms, entrances to trash rooms, trash chutes, all mechanical spaces and all other rooms, areas, spaces and other parts of the Building located on the 4th through the 57th floor which are not Residential Units, General Common Elements or Commercial Limited Common Elements;

(iv) Residential passenger elevators including their respective shafts, pits, machine rooms and appurtenant facilities;

(v) Residential switchboards, electric meters, gas meter and telephone trunk lines exclusively serving the Residential Section;

(vi) Pressure reducing valve station assemblies and steam meter assemblies;

(vii) Residential canopy and entrances on the first floor, Residential Lobby on the first floor, interior and exterior window glass in Residential Section lobby area, concierge desk, mail and package room, residential passenger elevator lobby, valet service room, mechanical room for lobby air

conditioning unit, electrical switchboard rooms for apartment distribution, employee toilet, service vestibule and hallway, including their respective concrete floor slabs and ceilings;

(viii) Residential Section workshop, storage rooms, superintendent's office, lounge, lockers, and toilets, including their respective concrete floor slabs and ceilings located on the 4th floor;

(ix) Health Club and appurtenant running track on the 4th floor; including concrete floor slabs and ceilings;

(x) Security monitors and communication equipment at the concierge desk located in the Residential Lobby of the Building and all other security equipment and facilities within the Residential Section, except such security equipment and facilities located within any Unit;

(xi) Air handling units (and related piping controls and ductwork) in the 3rd floor mechanical room, serving the Residential Lobby;

(xii) Air handling units (and related piping controls and ductwork) serving the Residential Lobby and located in the garage;

(xiii) Chillers, heat exchangers and circulating pumps including steam and water piping, valves and controls located on the 4th floor, and expansion tank and makeup water system for the chilled water system located on the roof;

(xiv) Corridor supply risers and ducts, CATV risers, kitchen and toilet exhaust risers and ducts, pipe risers and shafts, kitchen and toilet water, vent and soil stacks and shafts serving Residential Units and Residential Limited Common Elements;

(xv) Condenser water pumps serving the chilled water system including pumps, motors, piping and controls located in the 4th floor mechanical room;

(xvi) Cooling tower serving individual Residential Unit including motors, piping and controls for the chilled water system on the main roof;

(xvii) Domestic hot water heaters and steam supply and return piping for domestic hot water heaters serving the Health Club located on the 4th floor;

(xviii) Gas fired domestic hot water heaters and related storage tank and piping serving the Residential Units and located in the roof top mechanical room;

(xix) Mechanical equipment rooms serving the Residential Section exclusively, including respective concrete floor slabs and ceilings located on the 4th floor and roof;

(xx) All passages and corridors, mechanical and other rooms, areas and spaces located in the Building exclusively serving the Residential Section and which are not General Common Elements, Commercial Limited Common Elements or part of any Unit;

(xxi) All tanks, pumps, motors, fans, compressors and control equipment serving the Residential Units and Residential Limited Common Elements; and

(xxii) All other facilities of the Building (including but not limited to shafts, pipes, wires, ducts, vents, cables, conduits and lines) which exclusively serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of the Residential Section.

(d) *Special Residential Limited Common Elements.*

The following portions of the Common Elements will be Special Residential Limited Common Elements for the exclusive use of the Residential Unit Owners (their guests, employees, lessees, invitees and residents of the Units) to whose Units they are appurtenant ("Special Residential Limited Common Elements"):

(i) The terrace or balcony appurtenant to any Residential Unit;

(ii) The windows and window frames serving a Residential Unit; and

(iii) The door from common corridors and from the terrace or balcony and providing entrance to the Residential Unit, but excluding locks installed in the aforesaid entrance door and excluding interior doors in the Residential Unit (which excluded lock and interior doors are considered part of the Residential Unit).

(e) *Commercial Limited Common Elements.*

The following portions of the Common Elements shall be Commercial Limited Common Elements for the exclusive use of the Commercial Unit

Owner (its employees, guests, lessees and invitees) ("Commercial Limited Common Elements"):

(i) Elevators serving the Commercial Unit including, their respective shafts, pits, machine rooms and appurtenant facilities;

(ii) All concrete floor slabs and ceilings from the ground floor to and including the 3rd floor except the concrete floor slabs and ceilings of the Residential Lobby, valet service room, the mechanical room for the Residential Lobby air conditioning unit and the electrical switchboard rooms for apartment distribution, Residential Section service vestibule and hallway and mechanical room on the ground floor of the Building and within the Residential Section core area;

(iii) Commercial Unit entrance on 37th Street and any additional entrance on 38th Street, Commercial Lobby, electric closet and telephone closet, including their respective concrete floor slabs and ceilings located on the ground floor of the Building;

(iv) The Commercial Unit elevator lobbies including their concrete floor slabs and ceilings;

(v) Switchboards, commercial telephone cable, electrical riser and feeders, electric meters, closed circuit heat pump system, telephone closets, and windows in the Commercial Unit;

(vi) Commercial Lobby heat pumps and provisions for the installation of heat pumps for the 2nd and 3rd floor, commercial space supply and return condenser water connection and provisions for outside air intake connections via intake air shafts;

(vii) Heat exchanger, piping and controls on the 3rd floor and the closed circuit cooling tower and pumps on the 1st floor mechanical equipment room serving the Commercial Unit;

(viii) All passages and corridors, mechanical and other rooms, areas and spaces located in the Building serving or benefiting the Commercial Unit which are not General Common Elements, Residential Limited Common Elements or part of any Unit;

(ix) Garage exhaust system including masonry shafts and exhaust fans on the 3rd floor roof;

(x) All tanks, pumps, motors, fans, compressors and control equipment serving the Commercial Unit and the Commercial Limited Common Elements; and

(xi) All other facilities of 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, operation or safety of the Commercial Unit.

In general, the cost of maintaining and repairing the Common Elements shall be treated as an expense of the Unit Owner or Unit Owners who have the exclusive use thereof or whom such Common Elements benefit. Accordingly, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary to the (i) General Common Elements shall be undertaken by the Board of Managers and shall constitute a General Common Expense, unless such work is necessitated by the negligence, misuse, or neglect of a Unit Owner in which event such expense will be charged to such Unit Owner, (ii) Commercial Limited Common Elements shall be undertaken by the Commercial Committee and shall constitute a Commercial Common Expense, unless such work is necessitated by the negligence, misuse or neglect of a Unit Owner in which event such expense will be charged to such Unit Owner, (iii) Residential Limited Common Elements shall be undertaken by the Residential Committee and shall constitute a Residential Common Expense unless such work is necessitated by the negligence, misuse or neglect of a Unit Owner in which event such expense will be charged to such Unit Owner, (iv) Special Residential Limited Common Elements shall be undertaken by the Residential Unit Owner to whose Unit such Special Residential Limited Common Element is appurtenant at his sole cost and expense unless such work is necessitated by the negligence, misuse or neglect of another Unit Owner or is due to the condition of, or damage to or from the General Common Elements or Residential Limited Common Elements in which event the cost and expense of such repair shall be charged to such other Unit Owner or constitute a General Common Expense or Residential Common Expense, respectively. To the extent any of the foregoing work is necessitated by the negligence, misuse or neglect of more than one Unit Owner, the cost of maintenance and repair shall be borne by all such Unit Owners in the proportion that their percentage interest in the Common Elements bears to the aggregate percentage interest in the Common Elements of all Unit Owners responsible therefor.

9. *Determination of Percentages in Common Elements.* The percentage of interest in the Common Elements applicable to each Unit as shown in Schedule C was determined pursuant to Section 339-(i)(1)(ii) of the Condominium Act and is based upon the approximate proportion that the floor area of the Unit

bears to the aggregate floor area of all of the Units, but such proportion reflects the substantially exclusive advantages enjoyed by one or more, but not all, of the Units in a part or parts of the Common Elements. The aggregate Common Interest of all Units is 100%.

10. *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 the construction of the Building, or if any such encroachment shall occur hereafter as a result of settling or shifting of the Building, or by reason of the repair and/or restoration by the Board of Managers of the Building, any Unit or the Common Elements, or by reason of the installation, maintenance, repair or replacement of flues, vents, air conditioning, heating, ventilation and other mechanical fixtures or equipment on the exterior wall or on the roof, a valid easement for the encroachment and for the maintenance thereof, so long as the Building stands, shall exist. In the event the Building, any Units or any Common Elements shall be partially or totally destroyed as a result of fire or other casualty or shall be taken as a result of condemnation or eminent domain proceedings and then be repaired or rebuilt, thereafter, encroachments of parts of the Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements, due to such repair or rebuilding, shall be permitted and valid easements for such encroachments and the maintenance thereof shall exist so long as the Building shall stand.

11. *Easements.* (a) Each Unit Owner shall have an easement in common with the owners of all other Units to use, install, operate, maintain, alter, repair, rebuild, restore and replace all pipes, wires, ducts, vents, ventilating shafts and flues, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his or her Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use, install, operate, maintain, alter, repair, rebuild, restore and replace all pipes, wires, ducts, vents, ventilating shafts and flues, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his or her Unit and other Common Elements serving such other Units and located in such Unit.

(b) 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.

(c) Each Residential Unit Owner shall have in common with all other Residential Unit Owners, an easement for the exclusive use of the Residential Limited Common Elements. The Commercial Unit and the Residential Section shall be subject to such easement.

(d) The Commercial Unit Owner shall have an easement for the exclusive use of the Commercial Limited Common Elements. The Residential Section shall be subject to such easement.

(e) Each Unit Owner shall have in common with all other Unit Owners, an easement for ingress and egress through the Residential Section and the Commercial Section and for the use of any Common Element, to the extent such is necessitated by an emergency. The Residential Section and the Commercial Section shall be subject to such easement.

(f) Each Residential Unit Owner shall have in common with all other Residential Unit Owners, and each Unit shall be subject to, an easement (i) to install, operate, maintain, repair, alter, rebuild, restore and replace the Residential Limited Common Elements located in, over, under, through or upon any Unit, or any other Common Elements or elsewhere on the Property, and (ii) to maintain any encroachment on any Unit, the General Common Elements or the Limited Common Elements resulting from the repair, alteration, rebuilding, restoration or replacement of the Residential Units or the Residential Limited Common Elements; provided that access to any Unit or the Common Elements in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Commercial Unit or with the use of the Residential Units for their permitted purposes. Such entry shall be permitted on not less than one day's prior notice, except that no notice will be necessary in the case of an emergency.

(g) The Commercial Unit Owner shall have, and all Residential Units shall be subject to, an easement (i) to install, operate, maintain, repair, alter, rebuild, restore and replace the Commercial Unit or the Commercial Limited Common Elements located in, over, under, through or upon any Residential Unit, any other Common Elements, or elsewhere on the Property, and (ii) to maintain any encroachment on any Unit, the General Common Elements or the Limited Common Elements resulting from the repair, alteration, rebuilding, restoration or replacement of the Commercial Unit or the Commercial Limited Common Elements, provided that access to any Unit or the Common Elements in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere with the use of the Residential Units for their permitted purposes. Such entry shall be permitted on not less than one day's prior notice, except that no notice will be necessary in the case of an emergency.

(h) Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

(i) Declarant or its designee and their respective successors and assigns shall, to the extent permitted by law, have an easement to erect, maintain, repair and replace, from time to time, one or more signs on the Property for the purposes of advertising the sale or lease of any Unsold Unit and shall have an additional easement providing access in and to all Units and Common Elements consistent with the Offering Plan for condominium ownership of the Property, as amended from time to time, including without limitation, the right to develop, renovate, maintain, repair, refurnish, offer, sell and lease Units. The Commercial Unit Owner and its respective successors and assigns shall, to the extent permitted by law, have an easement to erect, maintain, repair and replace, from time to time, one or more signs on the Property for the purposes of advertising the sale or lease of all or any portion of the Commercial Unit and the operation of any business of a tenant or occupant of all or any portion of the Commercial Unit.

(j) Declarant or its designee and the Board of Managers shall have the right to grant such additional electric, gas, steam or other utility easements or relocate any existing utility easements upon any portion of the Residential Section, the Commercial Section or the Property, as the case may be, as Declarant or its designee, or the Board of Managers, as the case may be, shall deem necessary or desirable for the proper operation and maintenance of the Building or any portion thereof, or for the general health or welfare of the owners, tenants and occupants of the appropriate Units, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the normal conduct of business of the tenants and occupants of the Commercial Unit or with the use of the Residential Units for their 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 easement, provided such right of access shall be exercised in such a manner as to not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Commercial Unit or with the use of the Residential Units for their permitted purposes.

The beneficiary of any easement granted by the above sub-paragraphs of this paragraph 11 shall have the responsibility of repairing any damage resulting therefrom.

12. *Power of Attorney to Board of Managers.* Subject to any express provision to the contrary contained in this Declaration, 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, in recordable form (1) (i) on behalf of all Residential Unit Owners, to acquire title to or to lease any Residential Unit whose owner desires to sell or to lease the same, or (ii) on behalf of all Unit Owners, to acquire any Unit which may be used as a superintendent's apartment or may be surrendered 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, vote the votes appurtenant thereto (other than for the election of members of the Board of Managers) or otherwise deal with any such Unit so acquired, or to sublease any Unit so leased by the Board of Managers, or (2) to create any easements or carry out the provisions of the Offering Plan for the Condominium, or (3) subject to any express provisions to the contrary contained in this Declaration, to execute, acknowledge and deliver a declaration or other instrument which the Board deems necessary or appropriate to comply with any law, ordinance or regulation of any agency or instrumentality of the City of New York in connection with the Common Elements, or (4) to act as agent for each Unit Owner in a single administrative or judicial proceeding for real estate assessment review and reduction, to retain legal counsel for such purposes and to charge all such Unit Owners whose Units are the subject thereof a pro rata share of the expenses, disbursements and legal expenses for which the Board of Managers shall have a lien pursuant to section 339-Z of the Real Property Law, and (5) to act as agent for each Unit Owner to execute, acknowledge and deliver any declaration, instrument or document to change or amend the Declaration, By-Laws or Rules and Regulations which is required to enable the Declarant or its designee or a Commercial Unit Owner to effectuate any such alteration, change or amendment permitted to be made by such owner pursuant to the Declaration and By-Laws. The Board of Managers shall cause such power of attorney to be recorded in the Office of the City Register, New York County, at the expense of the Unit Owner immediately upon receipt by the Board of Managers thereof.

The foregoing provisions of this power of attorney shall not apply to the Declarant or the Commercial Unit Owner, or to any lease or sale of a Unit owned by the Declarant or Commercial Unit Owner, or in any other manner which would materially adversely affect the rights of Declarant or the Commercial Unit Owner granted hereby or by the By-Laws.

13. *Acquisition of Units by Board of Managers.* (a) 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 designees 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 of Section 339-x of the Real Property Law of the State of New York, or (b) the Board of Managers shall purchase from any Residential Unit Owner who has elected to sell the same, a Unit, together with the Appurtenant Interests, pursuant to Section 1 of Article VII of the By-Laws, or (c) the Board of Managers shall purchase at a foreclosure or other judicial sale, a Unit, together

with the Appurtenant Interests, title to any such Unit, together with the Appurtenant Interests, shall be held by the Board of Managers or its designee, on behalf of all Unit Owners who shall be entitled to receive the income therefrom or bear the expenses thereof, in proportion to their respective Common Interest if it acquired the Unit under (a) or (c) above or on behalf of all Residential Unit Owners in proportion to their respective Common Interest among Residential Unit Owners if it acquired the Unit under (b) above.

14. *Person to Receive Service.* The person who from time to time holds the office of President of the Board of Managers (or in the absence of the President, any other member of the Board of Managers) of the Condominium residing at the Condominium, is hereby designated to receive notice of process in any action which may be brought against the Condominium.

15. *Units Subject to Declaration, By-Laws and Rules and Regulations.* 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 and any recorded encumbrances to which they are subordinate. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

16. *Amendment of Declaration.* (a) Subject to the provisions contained herein or in the By-Laws with respect to certain types of amendments by or affecting Declarant, or its designee or the Commercial Unit Owner and except for the provisions of this Paragraph 16, (i) this Declaration may be amended only by the vote of at least 70% in number and in Common Interest of all Unit Owners, cast in person or by proxy, at a meeting duly held in accordance with the provisions of the By-Laws, provided, however, that the Common Interest appurtenant to each Unit as expressed in this Declaration shall not be altered without the consent of all Unit Owners affected, (ii) any provision of this Declaration affecting only the Residential Section or the Residential Unit in Owners may be amended by vote of at least 70% in number and in Common Interest of all Residential Unit Owners cast in person or by proxy, at a meeting duly held in accordance with the By-Laws, provided, however, that the Common Interest appurtenant to each Residential Unit as expressed in this Declaration shall not be altered without the written consent of all Residential Unit Owners affected, and (iii) any provision of this Declaration affecting only

the Commercial Section or the Commercial Unit Owner, or Commercial Unit Owners if such Unit has been subdivided, then by vote of at least 70% in number and in Common Interest of all Commercial Unit Owners cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, provided however, that the Common Interest appurtenant to each Commercial Unit as expressed in this Declaration shall not be altered without the written consent of all Commercial Unit Owners affected. Subject to the provisions contained herein or in the By-Laws with respect to amendments by or affecting Declarant or its designee or any Unsold Residential Unit or the Commercial Unit, no amendment to the Declaration may be made without the written consent of the holders of Residential and Commercial Unit mortgages, if required by the terms of such mortgages. In all events, any Residential or Commercial Unit mortgage must state that if consent by the holder thereof to amendments to the Declaration is necessary, such consent shall not be unreasonably withheld or delayed. No such amendment shall be effective until recorded in the Office of the City Register, New York County.

(b) The Declarant shall have the right, without vote or consent of other Unit Owners or the Board of Managers or the holders of Unit mortgages, to execute or upon request, to require the Board of Managers to execute and record in the Office of the City Register, New York County, and elsewhere if required by law, an amendment or amendments to this Declaration (together with such other documents, plans and maps as may be required to effectuate the amendment) to reflect any changes in Units and the reapportionment of the Common Elements resulting therefrom made by the Declarant in accordance with subparagraph (c) of this Paragraph 16. All expenses in connection with the preparation, recording and filing of any such amendment shall be paid by the Declarant.

(c) Except as provided in this Paragraph 16 with regard to the right of the Declarant to amend this Declaration, Paragraphs 5, 6 and 23 of this Declaration may not be amended without the consent of the Unit Owner of every Unit affected by such amendment. The provisions of this Paragraph 16 may not be added to, amended or deleted, in whole or in part, without the consent of the Declarant or its designee, so long as the Declarant or its designee owns any Unit.

(d) No amendment shall change a Unit Owner's proportionate share of the Common Interest, unless all Unit Owners affected agree to such amendment by recorded instrument.

(e) No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgagees.

(f) Irrespective of any other provision of this Declaration, no action or partition or division of the Common Elements shall be brought nor shall Condominium ownership of the Property be terminated where such partition, division or termination will result in a violation of the then existing local zoning or building laws or codes.

(g) If (i) the Commercial Unit is subdivided or the size thereof is otherwise changed and the percentage interest in the Common Elements appurtenant to the Commercial Unit is reapportioned among any newly created commercial condominium units resulting from any subdivision of the Commercial Unit (or any combining of newly created Commercial Units), or (ii) a Commercial Limited Common Element is designated as part of a newly created commercial condominium unit or part of a Commercial Unit is designated as a newly created Commercial Limited Common Element, all in accordance with paragraph 21 hereof, then a Commercial Unit Owner shall have the right to require, following written request, any other Unit Owner or the Board of Managers to execute, and record in the Office of the City Register, New York County, and elsewhere, if required by law, an amendment to this Declaration (together with such other documents as the Commercial Unit Owner deems appropriate to effectuate the same) reflecting (A) such change in the size of the Commercial Unit or the subdivision of the Commercial Unit into separate commercial condominium units (or the subsequent combination of such newly created commercial condominium units) and the reapportionment of the percentage interests in the Common Elements among such newly created commercial condominium units or (B) such designation of a Commercial Limited Common Element in a newly created commercial condominium unit or such designation of part of the Commercial Unit as a newly created Commercial Limited Common Element. In such event, the approval of at least 70% in number and in Common Interest of all Unit Owners shall be deemed granted (if required) in accordance with the procedure set forth herein and in the By-Laws for amending the Declaration by virtue of the power of attorney granted to the Board of Managers by each Unit Owner. The foregoing right of a Commercial Unit Owner is subject to the requirements set forth in Articles II and V of the By-Laws that such amendment or change not adversely affect the Residential Unit Owners or the Residential Section.

(h) Amendments, modifications, additions or deletions of or to this Declaration, the By-Laws and the Rules and Regulations may be necessary, appropriate or desirable in connection with the operation of the Commercial Unit or the subdivision of the Commercial Unit into additional separate commercial condominium units and/or the offering for sale or lease of all or any portion of the Commercial Unit and it is contemplated that in connection therewith, the Commercial Unit Owner will cause this Declaration to be so amended, modified, added to or deleted from and that the resulting provisions

thereof may be similar or dissimilar to those currently affecting the Residential Section and Residential Unit Owners.

(i) The provisions of Paragraphs 16 and 22 may not be modified, amended, added to or deleted, in whole or in part, without the consent of Declarant or its designee and the provisions of Paragraphs 16 and 21 may not be modified, amended, added to or deleted, in whole or in part, without the consent of the Commercial Unit Owner.

17. *Definition of "Declarant or its Designee"*. The term "Declarant" or "its designee" or "Declarant or its Designee" or words of similar import as used in this Declaration shall mean Declarant or any affiliate of Declarant or any person or entity appointed or designated by Declarant to act for or on behalf of Declarant in connection with the Condominium and/or the Board of Managers of the Condominium including any Committee of said Board of Managers. An affiliate of Declarant shall be deemed to be a person or an entity who or which (i) owns more than 50% of the legal or beneficial interest of Declarant or any partner in Declarant, or (ii) an entity with respect to which Declarant or any partner in Declarant owns more than 50% of the legal or beneficial interest, or (iii) is or was a partner in Declarant. A Declarant shall have the right to designate a person or entity to succeed to its rights and any such designee shall also be deemed a "designee".

18. *Common Charges*. All sums assessed as Common Charges (which shall include General Common Charges, Residential Common Charges and Commercial Common Charges) by the Board of Managers of the Condominium but unpaid, together with interest thereon at the maximum rate permitted by law shall constitute a lien on the Unit prior to all other liens except: (a) tax or assessment liens on the Unit by the taxing subdivision of any governmental authority, and (b) all sums unpaid on any first mortgage of record encumbering the Unit. A lien for Common Charges may be filed against a delinquent Unit and foreclosed by the Condominium when Common Charges are past due in accordance with the laws of the State of New York in like manner as a mortgage on real property. In any such foreclosure, the Condominium shall also have a right to recover all costs and expenses incurred including reasonable attorneys' fees. In the event the proceeds of the foreclosure sale are not sufficient to pay such unpaid Common Charges, the unpaid balance shall be charged to all Unit Owners as a General Common Expense. However, where the holder of an institutional first mortgage of record, or other purchaser of a Unit at a foreclosure sale of an institutional mortgage, obtains title to a Unit as a result of foreclosure, or the institutional mortgage holder obtains title in lieu of foreclosure, such acquirer of title, his or her successors or assigns, shall not be liable and the Unit shall not be subject to a lien for the payment of Common Charges payable by such unit, which were assessed and became due prior to the

acquisition of title to such Unit by such acquirer. In such event, the unpaid balance of Common Charges shall be charged to all Unit Owners as a General Common Expense. The term "institutional mortgage" used herein shall mean a first mortgage granted by a federal or state savings and loan association, savings or commercial bank, life insurance company, trust company, pension fund, agency of the United States or of the City or State of New York, or other similar institutional lender or a purchase money mortgage granted by the seller of the Unit.

Every Unit Owner shall pay the Common Charges assessed against him or his Unit when due and no Unit Owner may exempt himself or the Unit from liability for the payment of Common Charges assessed against him or the Unit by waiver of the use of any of the Common Elements or by abandonment of the Unit. However, no Unit Owner shall be liable for the payment of any Common Charges accruing subsequent to a sale, transfer or other conveyance by him of such Unit made in accordance with Section 339-x of the Condominium Act or in accordance with the provisions of the Declaration and the By-Laws.

19. *Conveyance of a Unit.* In any conveyance of a Unit in accordance with this Declaration and By-Laws, the Grantee of the Unit shall be jointly and severally liable with the Grantor for any unpaid Common Charges against the Unit through the time of the grant or conveyance, without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee therefor. Any such Grantee shall be entitled to a statement from the Board of Managers setting forth the amount of Common Charges against the Grantor and such Grantee shall not be liable for any unpaid Common Charges against the Grantor in excess of the amount set forth in such statement. "Grantee" as used in this paragraph shall not include either the holder of an institutional mortgage of record or other purchaser of a Unit at a foreclosure sale of an institutional mortgage.

20. *Termination of Condominium.* The Condominium shall continue and shall not be subject to an action for partition until (a) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in the By-Laws, or (b) such time as withdrawal of the Property from the provisions of the New York Condominium Act is authorized by a vote of at least 80% in number and in Common Interest of all Unit Owners. No such vote under clause (b) in the preceding sentence shall be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of at least two-thirds (⅔) of the holders of Residential and Commercial Unit first mortgages (based upon one vote for each first mortgage owned), if any. Declarant or its designee will not vote its interest appurtenant to any Unsold Residential Unit for such withdrawal unless at least 80% in number and in Common Interest of all other Unit Owners so elect such withdrawal at which time Declarant or its

designee may choose to vote either in favor of or against withdrawal from condominium ownership, as it sees fit. In the event said withdrawal is authorized as aforesaid, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective Common Interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of his or her share of such net proceeds all liens on the Unit, in the order of priority of such liens.

21. *Changes by the Commercial Unit Owner.* Except to the extent prohibited by law, the Commercial Unit Owner shall have the right, without prior notice and without the vote or consent of the Board of Managers, any other Unit Owners or the holders of Residential Unit mortgages, to: (a) decorate or make alterations, additions or improvements, whether structural or nonstructural, interior or exterior, ordinary or extraordinary, of any type or nature whatsoever, in, to and upon the Commercial Unit; (b) change the layout of, or number of rooms in the Commercial Unit from time to time; (c) change the Commercial Unit by subdividing the same into any desired number of commercial condominium units (or by combining any units resulting from such subdivision); (d) designate a Commercial Limited Common Element as part of a newly created commercial condominium unit or a Special Commercial Limited Common Element or designate part of the Commercial Unit as a newly created Commercial Limited Common Element or Special Limited Common Element; (e) reapportion among the newly created commercial condominium units resulting from any subdivision (or combination) their percentage interests in the Common Elements; and (f) change, alter or modify the facade and exterior portion of any Commercial Unit; provided, however, that (1) the percentage interest in the Common Elements of any Unit shall not be changed by reason thereof, unless the owner of such Unit shall consent thereto, (2) the Commercial Unit Owner shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom and (3) the Commercial Unit Owner establishes to the reasonable satisfaction of the Board of Managers that said Unit Owner has procured adequate liability insurance for the work being performed. In addition, to the extent permitted by law, the Commercial Unit Owner may erect, maintain, repair and replace one or more signs on the Property for the purpose of advertising the operation of any business of the Commercial Unit Owner or of the tenant or occupant of the Commercial Unit. The provisions of this paragraph 21 may not be added to, amended, modified or deleted without the prior written consent of the Commercial Committee.

22. *Changes in the Residential Section.* Except to the extent prohibited by law, Declarant or its designee shall have the right, without prior notice and

without the vote or consent of the Board of Managers, any other Unit Owner or the holders of Residential or Commercial Unit Mortgages, if any, to: (a) make alterations, additions or improvements, whether structural or nonstructural, interior or exterior, ordinary or extraordinary, in, to and upon Unsold Residential Units; (b) change the layout of or number of rooms in, any Unsold Residential Units from time to time; (c) change the size and/or number of Unsold Residential Units by subdividing one or more Unsold Residential Units into two or more separate Residential Units, combining separate Unsold Residential Units (including those resulting from such subdivision or otherwise) into one or more Residential Units, altering the boundary walls between any Unsold Residential Units, or otherwise; and (d) if appropriate, reapportion among the Unsold Residential Units affected by any such change in size or number pursuant to the preceding clause (c), their percentage interests in the Common Elements; provided, however, that the percentage interest in the Common Elements of any other Units (other than Unsold Residential Units) shall not be changed by reason thereof unless the owners of such Units shall consent thereto and, further provided, that Declarant shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom. The provisions of this paragraph 22 may not be added to, amended, modified or deleted without the prior written consent of Declarant or its designee.

23. *Additional Rights of Declarant.* Declarant hereby reserves to itself the right for itself and its designees, invitees, contractors, agents, employees and tenants, of ingress, egress and access in and to the Units, Common Elements and Limited Common Elements to make such changes, alterations, repairs, adjustments or to take such other actions as may be necessary or desirable to enable the completion of construction of the Property substantially in accordance with the Plans and Specifications previously filed, as same have or may be amended, with the New York City Department of Buildings and other applicable governmental authorities having jurisdiction thereof in accordance with the Offering Plan for condominium ownership of the Property .

24. *Invalidity.* The invalidity of any provision of this Declaration or the By-Laws shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and By-Laws, and, in such event, all of the other provisions of this Declaration and By-Laws shall continue in full force and effect as if such invalid provision had never been included herein.

25. *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.

26. *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 hereof.

27. *Gender.* The use of the masculine gender in this Declaration shall be deemed to refer to the feminine or neuter gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this 18th day of December, 1987.

645 FIRST AVENUE
MANHATTAN COMPANY

By: _____
Bernard Spitzer, Partner

By: Kriti Properties and Development Corporation, Partner

By: _____
Officer

By: _____
Peter L. Malkin, Partner

EE-24

EXHIBIT A

Description of Property

Section: 3 Block 943 Lot 12 on the Tax Map of New York County.

ALL that certain parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of East 38th Street and the westerly side of First Avenue;

RUNNING THENCE southerly along the westerly side of First Avenue 197.50 feet to the corner formed by the intersection of the northerly side of East 37th Street and the westerly side of First Avenue;

THENCE westerly along the northerly side of East 37th Street 411.00 feet to the corner formed by the intersection of the northerly side of East 37th Street the easterly side of Tunnel Approach Street;

THENCE northerly along the easterly side of Tunnel Approach Street 197.50 feet to the corner formed by the intersection of the easterly side of Tunnel Approach Street and the southerly side of East 38th Street, and;

THENCE easterly along the southerly side of East 38th Street 411.00 feet to the point or place of BEGINNING.

EXCEPTING THEREFROM all that portion of the parcel described below which lies below a horizontal plane having an elevation of 306.62 feet, New York City Tunnel Authority datum, which datum, 300.00 feet, is equivalent to 2.653 feet above mean sea level at Sandy Hook, New Jersey, as established by the United States Coast and Geodetic Survey (the "Reserved Parcel"):

BEGINNING at the corner formed by the intersection of the southerly side of East 38th Street with the westerly side of First Avenue;

RUNNING THENCE along the westerly side of First Avenue South 00 degrees 00 minutes 15.6 seconds West 71.70 feet;

THENCE North 80 degrees 25 minutes 04.3 seconds West 2.60 feet to a point of curvature;

RUNNING THENCE southwesterly on a curve to the right having a radius of 469.50 feet, for a distance of 155.07 feet to the northerly side of East 37th Street, which point is distant 91.41 feet westerly from the corner formed by the intersection of the westerly side of First Avenue with the northerly side of East 37th Street;

THENCE along the northerly side of East 37th Street North 89 degrees 59 minutes 42.3 seconds West 55.57 feet to a point of tangency;

RUNNING THENCE northeasterly on a curve to the left having a radius of 431.70 feet, for a distance of 111.98 feet to a point of tangency;

THENCE North 55 degrees 31 minutes 23.3 seconds West 1.78 feet;

THENCE North 34 degrees 06 minutes 30.7 seconds East 12.36 feet;

THENCE South 56 degrees 15 minutes 34.3 seconds East 1.78 feet to a point of curvature;

RUNNING THENCE northeasterly on a curve to the left having a radius of 431.70 feet for a distance of 26.60 feet to a point of tangency;

THENCE North 60 degrees 41 minutes 51.3 seconds West 2.48 feet;

THENCE North 28 degrees 41 minutes 41.7 seconds East 15.94 feet;

THENCE South 61 degrees 54 minutes 46.3 seconds East 2.48 feet to a point of curvature;

RUNNING THENCE northeasterly on a curve to the left having a radius of 431.70 feet, for a distance of 68.79 feet to a point of tangency;

THENCE North 13 degrees 17 minutes 28.3 seconds West 4.94 feet to the southerly side of East 38th Street; and

THENCE along the southerly side of East 38th Street South 89 degrees 59 minutes 42.3 seconds East 17.44 feet to the point or place of BEGINNING.

EE-26

Schedule B

Description of Building and Units

The Building consists of 863 Residential Condominium Units located on the 4th through 57th floors of the Building. The Building also contains 1 Commercial Condominium Unit which consists of a garage in the cellar and office and retail space located on the 1st through 3rd floors. The total height of the Building from average curb to the highpoint of the main roof is approximately 503' - 7¼".

The Building foundation and structural walls are made of reinforced concrete. The primary structural system for the floors and roof are reinforced concrete supported by reinforced concrete columns.

The exterior of the building is composed of 4" face brick facing with a 4" concrete block wall backup.

All windows are double glazed with aluminum frames.

AZTECH FINANCIAL PRINTERS 227 East 45th St. NYC 10017 (212) 986-3000 08-Feb-88 12:31 SY4:[PROD3]14156C(100,60)/TJR SEQ:1

SCHEDULE C

TO THE DECLARATION OF THE CORINTHIAN

Unit	Location (In Portion of Building Facing in Directions Set Forth Below)	Tax Lot Number	Approximate Area in Square Feet	Number of Rooms/Baths	Common Elements To Which Unit Has Immediate Access	Percentage of Interest in the Common Elements
5-A	South, East & West	1002	1009	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1102%
6-A	South, East & West	1018	1009	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1102%
7-A	South, East & West	1035	1009	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1102%
8-A	South, East & West	1052	1009	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1102%
9-A	South, East & West	1069	1009	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1102%
10-A	South, East & West	1086	1009	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1102%
11-A	South, East & West	1103	1009	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1102%
12-A	South, East & West	1120	1009	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1102%
14-A	South, East & West	1137	1009	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1102%
15-A	South, East & West	1154	1009	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1102%
16-A	South, East & West	1170	1009	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1102%
17-A	South, East & West	1187	1009	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1102%
18-AQ	South, East & West	1204	1967	5.5/2.5B[1]B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.2148%
19-A	South, East & West	1220	1009	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1102%
20-A	South, East & West	1237	1009	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1102%
21-A	South, East & West	1254	1009	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1102%
22-A	South, East & West	1269	1009	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1102%
23-A	South, East & West	1286	1009	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1102%
24-A	South, East & West	1303	1009	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1102%
25-A	South, East & West	1320	1009	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1102%
26-A	South, East & West	1337	1009	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1102%
27-A	South, East & West	1354	1009	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1102%

B = BALCONY (Refer to page 65 for approximate size)
T = TERRACE (Refer to page 65 for approximate size)

AZTECH FINANCIAL PRINTERS 227 East 45th St. NYC 10017 (212) 986-3000 08-Feb-88 12:32 SY4:[PROD3]141866(100,60)/TJR SEQ:8

SCHEDULE C

TO THE DECLARATION OF THE CORINTHIAN

Unit	Location (In Portion of Building Facing in Directions Set Forth Below)	Tax Lot Number	Approximate Area in Square Feet	Number of Rooms/Baths	Common Elements To Which Unit Has Immediate Access	Percentage of Interest in the Common Elements
28-A	South, East & West	1370	1009	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1102%
29-A	South, East & West	1387	1009	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1102%
30-A	South, East & West	1404	1009	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1102%
31-A	South, East & West	1421	1009	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1102%
32-A	South, East & West	1436	822	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0898%
33-A	South, East & West	1453	822	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0898%
35-A	South, East & West	1486	967	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1056%
36-A	South, East & West	1503	967	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1055%
37-A	South, East & West	1519	967	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1056%
38-A	South, East & West	1536	967	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1056%
39-A	South, East & West	1553	967	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1056%
40-A	South, East & West	1569	967	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1056%
41-A	South, East & West	1586	967	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1056%
42-A	South, East & West	1603	967	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1056%
43-A	South, East & West	1619	967	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1056%
44-A	South, East & West	1635	967	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1056%
45-A	South, East & West	1651	967	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1056%
46-A	South, East & West	1667	967	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1056%
47-A	South, East & West	1682	967	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1056%
48-A	South, East & West	1696	967	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1056%
49-A	South, East & West	1712	967	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1056%
50-A	South, East & West	1728	15,932	60/28 B[2]	Public Corridors, Stairs, Elevators, Service Vestibule	1.7402%

B = BALCONY (Refer to page 65 for approximate size)
T = TERRACE (Refer to page 65 for approximate size)

AZTECH FINANCIAL PRINTERS 257 East 45th St. NYC 10017 (212) 984-3000 08-Feb-88 18:38 SY4(PROOF)14186C(100,60)/7/R SEQ:3

REEL 1389PG 1496

SCHEDULE C

TO THE DECLARATION OF THE CORINTHIAN

Unit	Location (In Portion of Building Facing in Directions Set Forth Below)	Tax Lot Number	Approximate Area in Square Feet	Number of Rooms/Baths	Common Elements To Which Unit Has Immediate Access	Percentage of Interest in the Common Elements
51-A	South, East & West	1729	967	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1056%
52-A	South, East & West	1744	967	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1056%
53-A	South, East & West	1758	967	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1056%
54-A	South, East & West	1773	967	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1056%
55-A	South, East & West	1788	967	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1056%
56-A	South, East & West	1801	967	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1056%
PH-A	South, East & West	1811	967	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1056%
5-B	South, East & West	1003	971	4/1.5 T[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1061%
6-B	South, East & West	1019	971	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1061%
7-B	South, East & West	1036	971	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1061%
8-B	South, East & West	1053	971	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1061%
9-B	South, East & West	1070	971	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1061%
10-B	South, East & West	1087	971	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1061%
11-B	South, East & West	1104	971	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1061%
12-B	South, East & West	1121	971	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1061%
14-B	South, East & West	1138	971	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1061%
15-B	South, East & West	1155	971	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1061%
16-B	South, East & West	1171	971	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1061%
17-B	South, East & West	1188	971	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1061%
18-B	South, East & West	1205	971	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1061%
19-B	South, East & West	1221	971	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1061%
20-B	South, East & West	1238	971	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1061%

B = BALCONY (Refer to page 65 for approximate size)
T = TERRACE (Refer to page 65 for approximate size)

AZTECH FINANCIAL PRINTERS 227 East 45th St. NYC 10017 (212) 986-3000 08-Feb-88 18:38 SY4:(PROG3)141560(100,60)/T/R SEQ:4

SCHEDULE C

TO THE DECLARATION OF THE CORINTHIAN

Unit	Location (In Portion of Building Facing in Directions Set Forth Below)	Tax Lot Number	Approximate Area in Square Feet	Number of Rooms/Baths	Common Elements To Which Unit Has Immediate Access	Percentage of Interest in the Common Elements
21-B	South, East & West	1255	971	4/1.5 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1061%
22-B	South, East & West	1270	971	4/1.5 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1061%
23-B	South, East & West	1287	971	4/1.5 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1061%
24-B	South, East & West	1304	971	4/1.5 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1061%
25-B	South, East & West	1321	971	4/1.5 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1061%
26-B	South, East & West	1338	971	4/1.5 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1061%
27-B	South, East & West	1355	971	4/1.5 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1061%
28-B	South, East & West	1371	971	4/1.5 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1061%
29-B	South, East & West	1388	971	4/1.5 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1061%
30-B	South, East & West	1405	971	4/1.5 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1061%
31-B	South, East & West	1422	971	4/1.5 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1061%
32-B	South, East & West	1437	971	4/1.5 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1061%
33-B	South, East & West	1454	971	4/1.5 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1061%
34-B	South, East & West	1470	971	4/1.5 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1061%
35-B	South, East & West	1487	971	4/1.5 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1061%
36-B	South, East & West	1504	971	4/1.5 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1061%
37-B	South, East & West	1520	971	4/1.5 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1061%
38-B	South, East & West	1537	971	4/1.5 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1061%
39-B	South, East & West	1554	971	4/1.5 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1061%
40-B	South, East & West	1570	971	4/1.5 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1061%
41-B	South, East & West	1587	971	4/1.5 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1061%
42-B	South, East & West	1604	971	4/1.5 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1061%

B = BALCONY (Refer to page 65 for approximate size)
T = TERRACE (Refer to page 65 for approximate size)

AZTECH FINANCIAL PRINTERS 227 East 45th St. NYC 10017 (212) 986-3000 08-Feb-88 18:38 SY4:[PROD3]141896(100,60)/TJH SEQ:8

SCHEDULE C

TO THE DECLARATION OF THE CORINTHIAN

Unit	Location (In Portion of Building Facing in Directions Set Forth Below)	Tax Lot Number	Approximate Area in Square Feet	Number of Rooms/Baths	Common Elements To Which Unit Has Immediate Access	Percentage of Interest in the Common Elements
43-B	South, East & West	1620	971	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1061%
44-B	South, East & West	1636	971	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1061%
45-B	South, East & West	1652	971	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1061%
46-B	South, East & West	1668	971	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1061%
47-B	South, East & West	1683	971	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1061%
48-B	South, East & West	1697	971	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1061%
49-B	South, East & West	1713	971	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1061%
51-B	South, East & West	1730	977	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1067%
52-B	South, East & West	1745	977	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1067%
53-B	South, East & West	1759	977	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1067%
54-B	South, East & West	1774	977	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1067%
55 B	South, East & West	1789	977	4/1.5 B[1]	Elevators, Service Vestibule	0.1067%
56-B	South, East & West	1802	977	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1067%
PH-B	South, East & West	1812	977	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1067%
5-C	South, East & West	1004	768	3.5/1 T[2]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0839%
6-C	South, East & West	1020	768	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0839%
7-C	South, East & West	1037	768	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0839%
8-C	South, East & West	1054	768	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0839%
9-C	South, East & West	1071	768	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0839%
10-C	South, East & West	1088	768	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0839%
11-C	South, East & West	1105	768	3/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0839%
12-C	South, East & West	1122	768	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0839%
14-C	South, East & West	1139	768	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0839%

B = BALCONY (Refer to page 65 for approximate size)
T = TERRACE (Refer to page 65 for approximate size)

SCHEDULE C

TO THE DECLARATION OF THE CORINTHIAN

Unit	Location (In Portion of Building Facing in Directions Set Forth Below)	Tax Lot Number	Approximate Area in Square Feet	Number of Rooms/Baths	Common Elements To Which Unit Has Immediate Access	Percentage of Interest in the Common Elements
15-C	South, East & West	1156	768	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0839%
16-C	South, East & West	1172	768	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0839%
17-C	South, East & West	1189	768	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0839%
18-C	South, East & West	1206	768	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0839%
19-C	South, East & West	1222	768	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0839%
20-C	South, East & West	1239	768	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0839%
21-C	South, East & West	1256	768	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0839%
22-C	South, East & West	1271	768	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0839%
23-C	South, East & West	1288	768	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0839%
24-C	South, East & West	1305	768	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0839%
25-C	South, East & West	1322	768	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0839%
26-C	South, East & West	1339	768	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0839%
27-C	South, East & West	1356	768	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0839%
28-C	South, East & West	1372	768	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0839%
29-C	South, East & West	1389	768	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0839%
30-C	South, East & West	1406	768	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0839%
31-C	South, East & West	1423	768	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0839%
32-C	South, East & West	1438	768	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0839%
33-C	South, East & West	1455	768	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0839%
34-C	South, East & West	1471	768	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0839%
35-C	South, East & West	1488	768	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0839%
36-C	South, East & West	1505	768	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0839%

B = BALCONY (Refer to page 65 for approximate size)
T = TERRACE (Refer to page 65 for approximate size)

AZTECH FINANCIAL PRINTERS 247 East 45th St. NYC 10017 (212) 986 3000 08-Feb-88 13:20 SY4(PSG03)141360(100,80)/TJR SEQ:7

SCHEDULE C

TO THE DECLARATION OF THE CORINTHIAN

Unit	Location (In Portion of Building Facing in Directions Set Forth Below)	Tax Lot Number	Approximate Area in Square Feet	Number of Rooms/Baths	Common Elements To Which Unit Has Immediate Access	Percentage of Interest in the Common Elements
37-C	South, East & West	1521	768	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0839%
38-C	South, East & West	1538	768	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0839%
39-C	South, East & West	1555	768	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0839%
40-C	South, East & West	1571	768	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0839%
41-C	South, East & West	1588	768	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0839%
42-C	South, East & West	1605	768	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0839%
43-C	South, East & West	1621	768	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0839%
44-C	South, East & West	1637	768	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0839%
45-C	South, East & West	1653	768	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0839%
46-C	South, East & West	1669	768	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0839%
47-C	South, East & West	1684	768	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0839%
48-C	South, East & West	1698	768	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0839%
49-C	South, East & West	1714	768	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0839%
51-C	South, East & West	1731	778	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0850%
52-C	South, East & West	1746	1060	4.5/2 B	Public Corridors, Stairs, Elevators, Service Vestibule	0.1158%
53-C	South, East & West	1760	778	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0850%
54-C	South, East & West	1775	778	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0850%
55-C	South, East & West	1790	778	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0850%
56-PH-C	South, East & West	1813	1556	4.5/2.5 T[3] (DUPLEX)	Public Corridors, Stairs, Elevators, Service Vestibule	0.1700%
5-D	North, South & West	1005	1372	5/2 T[4]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
6-D	North, South & West	1021	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
7-D	North, South & West	1038	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%

B = BALCONY (Refer to page 65 for approximate size)
T = TERRACE (Refer to page 65 for approximate size)

AZTECH FINANCIAL PRINTERS 527 East 45th St. NYC 10017 (212) 986-3000 08-Feb-96 13:30 BY4.(PROD3)[4186C(100,60)/TJR SEQ:8

SCHEDULE C

TO THE DECLARATION OF THE CORINTHIAN

Unit	Location (In Portion of Building Facing in Directions Set Forth Below)	Tax Lot Number	Approximate Area in Square Feet	Number of Rooms/Baths	Common Elements To Which Unit Has Immediate Access	Percentage of Interest in the Common Elements
8-D	North, South & West	1055	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
9-D	North, South & West	1072	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
10-D	North, South & West	1089	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
11-D	North, South & West	1106	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
12-D	North, South & West	1123	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
14-D	North, South & West	1140	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
15-D	North, South & West	1157	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
16-D	North, South & West	1173	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
17-D	North, South & West	1190	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
18-D	North, South & West	1207	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
19-D	North, South & West	1223	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
20-D	North, South & West	1240	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
21-D	North, South & West	1257	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
22-D	North, South & West	1272	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
23-D	North, South & West	1289	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
24-D	North, South & West	1306	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
25-D	North, South & West	1323	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
26-D	North, South & West	1340	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
27-D	North, South & West	1357	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
28-D	North, South & West	1373	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
29-D	North, South & West	1390	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
30-D	North, South & West	1407	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%

B = BALCONY (Refer to page 65 for approximate size)
T = TERRACE (Refer to page 65 for approximate size)

AMERICAN FINANCIAL PRINTERS 227 East 45th St. NYC 10017 (212) 986-3200 08-Feb-94 10:38 NY4:(PROOF)141866(100,60)/1 IN SEQ:0

SCHEDULE C

TO THE DECLARATION OF THE CORINTHIAN

Unit	Location (In Portion of Building Facing in Directions Set Forth Below)	Tax Lot Number	Approximate Area in Square Feet	Number of Rooms/Baths	Common Elements To Which Unit Has Immediate Access	Percentage of Interest in the Common Elements
31-D	North, South & West	1424	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
32-D	North, South & West	1439	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
33-D	North, South & West	1456	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
34-D	North, South & West	1472	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
35-D	North, South & West	1489	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
36-D	North, South & West	1506	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
37-D	North, South & West	1522	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
38-D	North, South & West	1539	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
39-D	North, South & West	1556	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
40-D	North, South & West	1572	1372	5/2	Elevators, Service Vestibule	0.1499%
41-D	North, South & West	1589	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
42-D	North, South & West	1606	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
43-D	North, South & West	1622	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
44-D	North, South & West	1638	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
45-D	North, South & West	1654	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
46-D	North, South & West	1670	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
47-D	North, South & West	1685	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
48-D	North, South & West	1699	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
49-DE	North, South & West	1715	2543	9.5/4 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.2778%
51-D	North, South & West	1732	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
52-DE	North, South & West	1747	2275	7.5/3 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.2485%
53-D	North, South & West	1761	1372	4/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
54-D	North, South & West	1776	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%

B = BALCONY (Refer to page 65 for approximate size)
T = TERRACE (Refer to page 65 for approximate size)

AZTECH FINANCIAL PRINTERS 227 East 45th St. NYC 10017 (212) 986-3000 08-Feb-88 13:38 BY4(PROOF)[41846(100,80)/TJR REQ:10

SCHEDULE C

TO THE DECLARATION OF THE CORINTHIAN

Unit	Location (In Portion of Building Facing in Directions Set Forth Below)	Tax Lot Number	Approximate Area in Square Feet	Number of Rooms/Baths	Common Elements To Which Unit Has Immediate Access	Percentage of Interest in the Common Elements
55-D	North, South & West	1791	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
56-D	North, South & West	1803	1372	5/2	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
PH-D	North, South & West	1814	1372	5/2 T[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1499%
5-E	North, South, East & West	1006	1171	5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1279%
6-E	North, South, East & West	1022	1171	5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1279%
7-E	North, South, East & West	1039	1171	5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1279%
8-E	North, South, East & West	1056	1171	5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1279%
9-E	North, South, East & West	1073	1171	5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1279%
10-E	North, South, East & West	1090	1171	5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1279%
11-E	North, South, East & West	1107	1171	5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1279%
12-E	North, South, East & West	1124	1171	5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1279%
14-E	North, South, East & West	1141	1171	5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1279%
15-E	North, South, East & West	1158	1171	5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1279%
16-E	North, South, East & West	1174	1171	5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1279%
17-E	North, South, East & West	1191	1171	5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1279%
18-E	North, South, East & West	1208	1171	5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1279%
19-E	North, South, East & West	1224	1171	5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1279%
20-E	North, South, East & West	1241	1171	5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1279%
21-E	North, South, East & West	1258	1171	5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1279%
22-E	North, South, East & West	1273	1171	5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1279%
23-E	North, South, East & West	1290	1171	5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1279%
24-E	North, South, East & West	1307	1171	5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1279%

B = BALCONY (Refer to page 65 for approximate size)
T = TERRACE (Refer to page 65 for approximate size)

AZTECH FINANCIAL PRINTERS 227 East 45th St. NYC 10017 (212) 986-3000 08-Feb-88 18:38 SY4(PRO13)1418SC(100,60)/TJR SEQ:11

SCHEDULE C

TO THE DECLARATION OF THE CORINTHIAN

Unit	Location (In Portion of Building Facing in Directions Set Forth Below)	Tax Lot Number	Approximate Area in Square Feet	Number of Rooms/Baths	Common Elements To Which Unit Has Immediate Access	Percentage of Interest in the Common Elements
25-E	North, South, East & West	1324	1171	5/2 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1279%
26-E	North, South, East & West	1341	1171	5/2 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1279%
27-E	North, South, East & West	1358	1171	5/2 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1279%
28-E	North, South, East & West	1374	1171	5/2 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1279%
29-E	North, South, East & West	1391	1171	5/2 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1279%
30-E	North, South, East & West	1408	1171	5/2 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1279%
31-E	North, South, East & West	1425	1171	5/2 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1279%
32-E	North, South, East & West	1440	1171	5/2 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1279%
33-E	North, South, East & West	1457	1171	5/2 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1279%
34-E	North, South, East & West	1473	1171	5/2 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1279%
35-E	North, South, East & West	1490	1171	5/2 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1279%
36-E	North, South, East & West	1507	1171	5/2 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1279%
37-E	North, South, East & West	1523	1171	5/2 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1279%
38-E	North, South, East & West	1540	1171	5/2 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1279%
39-E	North, South, East & West	1557	1171	5/2 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1279%
40-E	North, South, East & West	1573	1171	5/2 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1279%
41-E	North, South, East & West	1590	1171	5/2 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1279%
42-E	North, South, East & West	1607	1171	5/2 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1279%
43-E	North, South, East & West	1623	1171	5/2 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1279%
44-E	North, South, East & West	1639	1171	5/2 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1279%
45-E	North, South, East & West	1655	1171	5/2 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1279%
46-E	North, South, East & West	1671	1171	5/2 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1279%

B = BALCONY (Refer to page 65 for approximate size)
T = TERRACE (Refer to page 65 for approximate size)

AZTECH FINANCIAL PRINTERS 227 East 45th St. NYC 10017 (212) 986-3000 08-Feb-88 12:32 SY4:[PROD3]14156C(100,60)/TJR SEQ:12

SCHEDULE C

TO THE DECLARATION OF THE CORINTHIAN

Unit	Location (In Portion of Building Facing in Directions Set Forth Below)	Tax Lot Number	Approximate Area in Square Feet	Number of Rooms/Baths	Common Elements To Which Unit Has Immediate Access	Percentage of Interest in the Common Elements
47-E	North, South, East & West	1686	1171	5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1279%
48-E	North, South, East & West	1700	1171	5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1279%
51-E	North, South, East & West	1733	1185	5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1294%
53-E	North, South, East & West	1762	1185	5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1294%
54-E	North, South, East & West	1777	1185	5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1294%
55-E	North, South, East & West	1792	1185	5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1294%
56-E	North, South, East & West	1804	1185	5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1294%
PH-E	North, South, East & West	1815	1185	5/2 T[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1294%
5-F	North, East & West	1007	554	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0605%
6-F	North, East & West	1023	774	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%
7-F	North, East & West	1040	774	3/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%
8-F	North, East & West	1057	774	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%
9-F	North, East & West	1074	774	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%
10-F	North, East & West	1091	774	3/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%
11-F	North, East & West	1108	774	3/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%
12-F	North, East & West	1125	774	3/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%
14-F	North, East & West	1142	774	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%
15-F	North, East & West	1159	774	3/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%
16-F	North, East & West	1175	774	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%
17-F	North, East & West	1192	774	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%
18-F	North, East & West	1209	774	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%
19-F	North, East & West	1225	774	3/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%

B = BALCONY (Refer to page 65 for approximate size)
T = TERRACE (Refer to page 65 for approximate size)

AZTECH FINANCIAL PRINTERS 227 East 45th St. NYC 10017 (212) 983-3000 08-Feb-88 18:31 SY4(PROOF)114186C(100,60)/TJR SEQ:13

SCHEDULE C

TO THE DECLARATION OF THE CORINTHIAN

Unit	Location (In Portion of Building Facing in Directions Set Forth Below)	Tax Lot Number	Approximate Area in Square Feet	Number of Rooms/Baths	Common Elements To Which Unit Has Immediate Access	Percentage of Interest in the Common Elements
20-F	North, East & West	1242	774	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%
21-F	North, East & West	1259	774	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%
22-F	North, East & West	1274	774	3/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%
23-F	North, East & West	1291	774	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%
24-F	North, East & West	1308	774	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%
25-F	North, East & West	1325	774	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%
26-F	North, East & West	1342	774	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%
27-F	North, East & West	1359	774	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%
28-F	North, East & West	1375	774	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%
29-F	North, East & West	1392	774	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%
30-F	North, East & West	1409	774	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%
31-F	North, East & West	1426	774	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%
32-F	North, East & West	1441	774	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%
33-F	North, East & West	1458	774	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%
34-F	North, East & West	1474	774	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%
35-F	North, East & West	1491	774	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%
36-F	North, East & West	1508	774	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%
37-F	North, East & West	1524	774	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%
38-F	North, East & West	1541	774	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%
39-F	North, East & West	1558	774	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%
40-F	North, East & West	1574	774	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%
41-F	North, East & West	1591	774	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%

B = BALCONY (Refer to page 65 for approximate size)
T = TERRACE (Refer to page 65 for approximate size)

AZTECH FINANCIAL PRINTERS 321 East 45th St. NYC 10017 (212) 986-3000 08-Feb-88 10:31 SY4:(PROD3)14156C(100,80)/TJH SEQ:14

SCHEDULE C

TO THE DECLARATION OF THE CORINTHIAN

Unit	Location (In Portion of Building Facing in Directions Set Forth Below)	Tax Lot Number	Approximate Area in Square Feet	Number of Rooms/Baths	Common Elements To Which Unit Has Immediate Access	Percentage of Interest in the Common Elements
42-F	North, East & West	1608	774	3/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%
43-FG	North, East & West	1624	1546	5.5/2 B[1]B[3]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1688%
44-FG	North, East & West	1640	1546	5.5/2 B[1]B[3]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1688%
45-FG	North, East & West	1656	1546	4.5/2 B[1]B[3]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1688%
46-F	North, East & West	1672	774	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%
47-F	North, East & West	1687	774	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%
48-F	North, East & West	1701	774	3/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%
49-F	North, East & West	1716	774	3/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%
51-F	North, East & West	1734	774	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%
52-F	North, East & West	1748	774	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%
53-F	North, East & West	1763	774	3/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%
54-F	North, East & West	1778	774	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%
55-F	North, East & West	1793	774	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%
56-F	North, East & West	1805	774	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0845%
PH-FG	North, East & West	1816	1546	5/2.5 B[1]B[3]T[7]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1688%
5-G*	North, East & West	NA	992	4.5/1 B[1]B[3]	Public Corridors, Stairs, Elevators, Service Vestibule	
6-G	North, East & West	1024	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%
7-G	North, East & West	1041	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%
8-G	North, East & West	1058	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%
9-G	North, East & West	1075	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%
10-G	North, East & West	1092	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%
11-G	North, East & West	1109	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%

* Superintendent's Apartment, a General Common Element

B = BALCONY (Refer to page 65 for approximate size)
T = TERRACE (Refer to page 65 for approximate size)

AZTECH FINANCIAL PRINTERS 227 East 45th St. NYC 10017 (212) 986-3000 08-Feb-88 12:32 SY4(PROD3)14196C(100,60)/TJR SEQ:16

SCHEDULE C

TO THE DECLARATION OF THE CORINTHIAN

Unit	Location (In Portion of Building Facing in Directions Set Forth Below)	Tax Lot Number	Approximate Area in Square Feet	Number of Rooms/Baths	Common Elements To Which Unit Has Immediate Access	Percentage of Interest in the Common Elements
12-G	North, East & West	1126	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%
14-G	North, East & West	1143	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%
15-G	North, East & West	1160	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%
16-G	North, East & West	1176	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%
17-G	North, East & West	1193	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%
18-G	North, East & West	1210	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%
19-G	North, East & West	1226	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%
20-G	North, East & West	1243	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%
21-G	North, East & West	1260	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%
22-G	North, East & West	1275	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%
23-G	North, East & West	1292	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%
24-G	North, East & West	1309	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%
25-G	North, East & West	1326	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%
26-G	North, East & West	1343	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%
27-G	North, East & West	1360	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%
28-G	North, East & West	1376	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%
29-G	North, East & West	1393	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%
30-G	North, East & West	1410	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%
31-G	North, East & West	1427	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%
32-G	North, East & West	1442	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%
33-G	North, East & West	1459	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%
34-G	North, East & West	1475	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%

B = BALCONY (Refer to page 65 for approximate size)
T = TERRACE (Refer to page 65 for approximate size)

AZTECH FINANCIAL PRINTERS 307 East 45th St. NYC 10017 (212) 986-3000 08-Feb-84 18:31 SY4:(PROOF)14156C(100,60)/TJR SEQ:16

SCHEDULE C

TO THE DECLARATION OF THE CORINTHIAN

Unit	Location (In Portion of Building Facing in Directions Set Forth Below)	Tax Lot Number	Approximate Area in Square Feet	Number of Rooms/Baths	Common Elements To Which Unit Has Immediate Access	Percentage of Interest in the Common Elements
35-G	North, East & West	1492	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%
36-G	North, East & West	1509	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%
37-G	North, East & West	1525	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%
38-G	North, East & West	1542	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%
39-G	North, East & West	1559	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%
40-G	North, East & West	1575	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%
41-G	North, East & West	1592	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%
42 G	North, East & West	1609	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%
46-G	North, East & West	1673	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%
47-G	North, East & West	1688	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%
48-G	North, East & West	1702	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%
49-G	North, East & West	1717	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%
51-G	North, East & West	1735	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%
52-G	North, East & West	1749	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%
53-G	North, East & West	1764	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%
54-G	North, East & West	1779	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%
55-G	North, East & West	1794	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%
56-G	North, East & West	1806	772	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0843%
5-H	North, East & West	1008	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
6-H	North, East & West	1025	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
7-H	North, East & West	1042	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
8-H	North, East & West	1059	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%

B = BALCONY (Refer to page 65 for approximate size)
T = TERRACE (Refer to page 65 for approximate size)

AZTECH FINANCIAL PRINTERS 237 East 45th St. NYC 10017 (212) 986-3000 08-Feb-88 18:38 5Y4:[PROD3]141566(100,60)/TJR SEQ:17

SCHEDULE C

TO THE DECLARATION OF THE CORINTHIAN

Unit	Location (In Portion of Building Facing in Directions Set Forth Below)	Tax Lot Number	Approximate Area in Square Feet	Number of Rooms/Baths	Common Elements To Which Unit Has Immediate Access	Percentage of Interest in the Common Elements
9-H	North, East & West	1076	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
10-H	North, East & West	1093	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
11-H	North, East & West	1110	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
12-H	North, East & West	1127	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
14-H	North, East & West	1144	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
15-H	North, East & West	1161	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
16-H	North, East & West	1177	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
17-H	North, East & West	1194	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
18-H	North, East & West	1211	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
19-H	North, East & West	1227	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
20-H	North, East & West	1244	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
21-H	North, East & West	1261	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
22-H	North, East & West	1276	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
23-H	North, East & West	1293	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
24-H	North, East & West	1310	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
25-H	North, East & West	1327	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
26-H	North, East & West	1344	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
27-H	North, East & West	1361	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
28-H	North, East & West	1377	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
29-H	North, East & West	1394	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
30-H	North, East & West	1411	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
31-H	North, East & West	1428	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%

B = BALCONY (Refer to page 65 for approximate size)
T = TERRACE (Refer to page 65 for approximate size)

AZTECH FINANCIAL PRINTERS 927 East 45th St. NYC 10017 (212) 986-3000 05-Feb-88 12:38 SY4:[PROD3]14186C(100,60)/TJR SEQ:18

SCHEDULE C

TO THE DECLARATION OF THE CORINTHIAN

Unit	Location (In Portion of Building Facing in Directions Set Forth Below)	Tax Lot Number	Approximate Area in Square Feet	Number of Rooms/Baths	Common Elements To Which Unit Has Immediate Access	Percentage of Interest in the Common Elements
32-H	North, East & West	1443	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
33-H	North, East & West	1460	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
34-H	North, East & West	1476	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
35-H	North, East & West	1493	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
36-H	North, East & West	1510	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
37-H	North, East & West	1526	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
38-H	North, East & West	1543	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
39-H	North, East & West	1560	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
40-H	North, East & West	1576	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
41-H	North, East & West	1593	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
42-HI	North, East & West	1610	1334	4.5/1.5 B[3]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1457%
43-H	North, East & West	1625	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
44-H	North, East & West	1641	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
45-H	North, East & West	1657	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
46-H	North, East & West	1674	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
47-HI	North, East & West	1689	1334	4.5/1.5 B[3]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1457%
48-H	North, East & West	1703	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
49-H	North, East & West	1718	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
51-H	North, East & West	1736	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
52-H	North, East & West	1750	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
53-H	North, East & West	1765	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
54-H	North, East & West	1780	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%

B = BALCONY (Refer to page 65 for approximate size)
T = TERRACE (Refer to page 65 for approximate size)

AZTECH FINANCIAL PRINTERS 227 East 45th St. NYC 10017 (212) 986-3000 08-Feb-88 12:32 BY4:(PROD3)141866(100,60)/TJR SEQ:19

SCHEDULE C

TO THE DECLARATION OF THE CORINTHIAN

Unit	Location (In Portion of Building Facing in Directions Set Forth Below)	Tax Lot Number	Approximate Area in Square Feet	Number of Rooms/Baths	Common Elements To Which Unit Has Immediate Access	Percentage of Interest in the Common Elements
55-H	North, East & West	1795	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
56-H	North, East & West	1807	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
PH-H	North, East & West	1817	571	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0624%
5-I	North, East & West	1009	763	3/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0833%
6-I	North, East & West	1026	763	3/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0833%
7-I	North, East & West	1043	763	3/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0833%
8-I	North, East & West	1060	763	3/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0833%
9-I	North, East & West	1077	763	3/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0833%
10-I	North, East & West	1094	763	3/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0833%
11-I	North, East & West	1111	763	3/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0833%
12-I	North, East & West	1128	763	3/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0833%
14-I	North East & West	1145	763	3/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0833%
15-IJ	North, East & West	1162	1666	7.5/2 B[1]B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1819%
16-I	North, East & West	1178	763	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0833%
17-I	North, East & West	1195	763	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0833%
18-I	North, East & West	1212	763	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0833%
19-I	North, East & West	1228	763	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0833%
20-I	North, East & West	1245	763	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0833%
21-I	North, East & West	1262	763	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0833%
22-I	North, East & West	1277	763	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0833%
23-I	North, East & West	1294	763	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0833%
24-I	North, East & West	1311	763	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0833%

B = BALCONY (Refer to page 65 for approximate size)
T = TERRACE (Refer to page 65 for approximate size)

AZTECH FINANCIAL PRINTERS 227 East 45th St. NYC 10017 (212) 986-3000 28-Feb-88 12:32 SY4:(PROOF)14156C(100,60)/TJR SEQ:20

SCHEDULE C

TO THE DECLARATION OF THE CORINTHIAN

Unit	Location (In Portion of Building Facing in Directions Set Forth Below)	Tax Lot Number	Approximate Area in Square Feet	Number of Rooms/Baths	Common Elements To Which Unit Has Immediate Access	Percentage of Interest in the Common Elements
25-I	North, East & West	1328	763	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0833%
26-I	North, East & West	1345	763	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0833%
27-I	North, East & West	1362	763	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0833%
28-I	North, East & West	1378	763	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0833%
29-I	North, East & West	1395	763	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0833%
30-I	North, East & West	1412	763	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0833%
31-I	North, East & West	1429	763	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0833%
32-I	North, East & West	1444	763	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0833%
33-I	North, East & West	1461	763	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0833%
34-I	North, East & West	1477	763	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0833%
35-I	North, East & West	1494	763	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0833%
36-IJ	North, East & West	1511	1666	6.5/2.5 B¹B¹	Public Corridors, Stairs, Elevators Service Vestibule	0.1819%
37-I	North, East & West	1527	763	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0833%
38-I	North, East & West	1544	763	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0833%
39-IJ	North, East & West	1561	1666	3.5/1 B¹B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1819%
40-I	North, East & West	1577	763	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0833%
41-I	North, East & West	1594	763	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0833%
43-I	North, East & West	1626	763	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0833%
44-I	North, East & West	1642	763	3/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0833%
45-I	North, East & West	1658	763	4/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0833%
46-I	North, East & West	1675	763	3.5/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0833%
48-IJ	North, East & West	1704	1666	6.5/2.5 B¹B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1819%

B = BALCONY (Refer to page 65 for approximate size)
T = TERRACE (Refer to page 65 for approximate size)

AZTECH FINANCIAL PRINTERS 237 East 45th St. NYC 10017 (212) 986-3000 08-Feb-88 18:32 SYS(PROD3)141846(100,60)/TJR SEQ:31

SCHEDULE C

TO THE DECLARATION OF THE CORINTHIAN

Unit	Location (in Portion of Building Facing in Directions Set Forth Below)	Tax Lot Number	Approximate Area in Square Feet	Number of Rooms/Baths	Common Elements To Which Unit Has Immediate Access	Percentage of Interest in the Common Elements
49-I	North, East & West	1719	763	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0833%
51-I	North, East & West	1737	763	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0833%
52-I	North, East & West	1751	763	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0833%
53-I	North, East & West	1766	763	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0833%
54-I	North, East & West	1781	763	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0833%
55-I	North, East & West	1796	763	3.5/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0833%
56-IJ	North, East & West	1808	1666	6.5/3 B[1]B[2]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1819%
PH-IJ	North, East & West	1818	1666	6.5/3 B[1]B[2]T[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1819%
5-J	North, South & East	1010	903	4/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0986%
6-J	North, South & East	1027	903	4/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0986%
7-J	North, South & East	1044	903	4/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0986%
8-J	North, South & East	1061	903	4/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0986%
9-J	North, South & East	1078	903	4/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0986%
10-J	North, South & East	1095	903	4/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0986%
11-J	North, South & East	1112	903	4/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0986%
12-J	North, South & East	1129	903	4/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0986%
14-J	North, South & East	1146	903	4/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0986%
16-J	North, South & East	1179	903	4/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0986%
17-J	North, South & East	1196	903	4/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0986%
18-J	North, South & East	1213	903	4/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0986%
19-J	North, South & East	1229	903	4/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0986%
20-J	North, South & East	1246	903	4/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0986%

B = BALCONY (Refer to page 65 for approximate size)
T = TERRACE (Refer to page 65 for approximate size)

ACTION FINANCIAL PRINTERS 447 East 48th St. NYC 10017 (212) 986-3000 08-Feb-88 12:38 SY4(PROJ3)141586(100,00)/12R 3LQ.32

SCHEDULE C

TO THE DECLARATION OF THE CORINTHIAN

Unit	Location (In Portion of Building Facing in Directions Set Forth Below)	Tax Lot Number	Approximate Area in Square Feet	Number of Rooms/Baths	Common Elements To Which Unit Has Immediate Access	Percentage of Interest in the Common Elements
21-J	North, South & East	1263	903	4/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0986%
22-J	North, South & East	1278	903	4/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0986%
23-J	North, South & East	1295	903	4/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0986%
24-J	North, South & East	1312	903	4/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0986%
25-J	North, South & East	1329	903	4/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0986%
26-J	North, South & East	1346	903	4/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0986%
27-J	North, South & East	1363	903	4/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0986%
28-J	North, South & East	1379	903	4/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0986%
29-J	North, South & East	1396	903	4/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0986%
30-J	North, South & East	1413	903	4/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0986%
31-J	North, South & East	1430	903	4/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0986%
32-J	North, South & East	1445	903	4/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0986%
33-J	North, South & East	1462	903	4/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0986%
34-J	North, South & East	1478	903	4/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0986%
35-J	North, South & East	1495	903	4/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0986%
37-J	North, South & East	1528	903	4/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0986%
38-J	North, South & East	1545	903	4/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0986%
40-J	North, South & East	1578	903	4/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0986%
41-J	North, South & East	1595	903	4/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0986%
42-J	North, South & East	1611	903	4/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0986%
43-J	North, South & East	1627	903	4/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0986%
44 J	North, South & East	1643	903	3.5/1 B¹	Elevators, Service Vestibule	0.0986%
45-J	North, South & East	1659	903	4/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0986%

B = BALCONY (Refer to page 65 for approximate size)
T = TERRACE (Refer to page 65 for approximate size)

AGTECH FINANCIAL PRINTERS 247 East 45th St. NYC 10017 (212) 986-3000 08-Feb-88 12:31 SY4(PROOF)14156C(100,60)/TJR 88Q:33

SCHEDULE C

TO THE DECLARATION OF THE CORINTHIAN

Unit	Location (In Portion of Building Facing in Directions Set Forth Below)	Tax Lot Number	Approximate Area in Square Feet	Number of Rooms/Baths	Common Elements To Which Unit Has Immediate Access	Percentage of Interest in the Common Elements
46-J	North, South & East	1676	903	4/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0986%
47-J	North, South & East	1690	903	4/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0986%
49-J	North, South & East	1720	903	4/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0986%
51-J	North, South & East	1738	903	4/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0986%
52-J	North, South & East	1752	903	4/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0986%
53-J	North, South & East	1767	903	4/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0986%
54-J	North, South & East	1782	903	4/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0986%
55-J	North, South & East	1797	903	4/1 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.0986%
5-K	North, South & East	1011	1134	4.5/2 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
6-K	North, South & East	1028	1134	4.5/2 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
7-K	North, South & East	1045	1134	4.5/2 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
8-K	North, South & East	1062	1134	4.5/2 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
9-K	North, South & East	1079	1134	4.5/2 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
10-K	North, South & East	1096	1134	4.5/2 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
11-K	North, South & East	1113	1134	4.5/2 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
12-K	North, South & East	1130	1134	4.5/2 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
14-K	North, South & East	1147	1134	4.5/2 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
15-K	North, South & East	1163	1134	4.5/2 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
16-K	North, South & East	1180	1134	4.5/2 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
17-K	North, South & East	1197	1134	4.5/2 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
18-K	North, South & East	1214	1134	4.5/2 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
19-K	North, South & East	1230	1134	4.5/2 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%

B = BALCONY (Refer to page 65 for approximate size)
T = TERRACE (Refer to page 65 for approximate size)

AZTECH FINANCIAL PRINTERS 227 East 45th St. NYC 10017 (212) 986-3000 08-Feb-88 12:32 3Y4.(PROJ3)[415SC(100,60)/1JR SEQ:34

SCHEDULE C

TO THE DECLARATION OF THE CORINTHIAN

Unit	Location (In Portion of Building Facing in Directions Set Forth Below)	Tax Lot Number	Approximate Area in Square Feet	Number of Rooms/Baths	Common Elements To Which Unit Has Immediate Access	Percentage of Interest in the Common Elements
20-K	North, South & East	1247	1134	4.5/2 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
21-K	North, South & East	1264	1134	4.5/2 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
22-K	North, South & East	1279	1134	4.5/2 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
23-K	North, South & East	1296	1134	4.5/2 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
24-K	North, South & East	1313	1134	4.5/2 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
25-K	North, South & East	1330	1134	4.5/2 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
26-K	North, South & East	1347	1134	4.5/2 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
27-K	North, South & East	1364	1134	4.5/2 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
28-K	North, South & East	1380	1134	4.5/2 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
29-K	North, South & East	1397	1134	4.5/2 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
30-K	North, South & East	1414	1134	4.5/2 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
31-K	North, South & East	1431	1134	4.5/2 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
32-K	North, South & East	1446	1134	4.5/2 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
33-K	North, South & East	1463	1134	4.5/2 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
34-K	North, South & East	1479	1134	4.5/2 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
35-K	North, South & East	1496	1134	4.5/2 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
36-K	North, South & East	1512	1134	4.5/2 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
37-K	North, South & East	1529	1134	4.5/2 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
38-K	North, South & East	1546	1134	4.5/2 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
39-K	North, South & East	1562	1134	4.5/2 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
40-K	North, South & East	1579	1134	4.5/2 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
41-K	North, South & East	1596	1134	4.5/2 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%

B = BALCONY (Refer to page 65 for approximate size)
T = TERRACE (Refer to page 65 for approximate size)

AZTECH FINANCIAL PRINTERS 237 East 48th St. NYC 10017 (212) 986-3000 08-Feb-96 12:32 SY4:[PROOF]14156C(100,60)/TJK SEQ:35

SCHEDULE C

TO THE DECLARATION OF THE CORINTHIAN

Unit	Location (In Portion of Building Facing in Directions Set Forth Below)	Tax Lot Number	Approximate Area in Square Feet	Number of Rooms/Baths	Common Elements To Which Unit Has Immediate Access	Percentage of Interest in the Common Elements
42-K	North, South & East	1612	1134	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
43-K	North, South & East	1628	1134	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
44-K	North, South & East	1644	1134	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
45-K	North, South & East	1660	1134	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
46-K	North, South & East	1677	1134	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
47-K	North, South & East	1691	1134	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
48-K	North, South & East	1705	1134	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
49-K	North, South & East	1721	1134	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
51-K	North, South & East	1739	1134	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
52-K	North, South & East	1753	1134	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
53-K	North, South & East	1768	1134	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
54-K	North, South & East	1783	1134	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1239%
55-K	North, South & East	1798	1429	5.5/2 T[9]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1561%
56-K	North, South & East	1809	1429	5.5/2 B[4]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1561%
PH-K	North, South & East	1819	1429	5.5/2 B[4]T[10]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1561%
5-L	North, South & East	1012	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
6-L	North, South & East	1029	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
7-L	North, South & East	1046	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
8-L	North, South & East	1063	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
9-L	North, South & East	1080	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
10-L	North, South & East	1097	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
11-L	North, South & East	1114	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%

B = BALCONY (Refer to page 65 for approximate size)
T = TERRACE (Refer to page 65 for approximate size)

ARTECH FINANCIAL PRINTERS 287 East 45th St. NYC 10017 (212) 986-3097 08-Feb-88 12:58 SY4:[PROD3]141865(100,60)/TJR SEQ:26

SCHEDULE C

TO THE DECLARATION OF THE CORINTHIAN

Unit	Location (In Portion of Building Facing in Directions Set Forth Below)	Tax Lot Number	Approximate Area in Square Feet	Number of Rooms/Baths	Common Elements To Which Unit Has Immediate Access	Percentage of Interest in the Common Elements
12-L	North, South & East	1131	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
14-L	North, South & East	1148	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
15-L	North, South & East	1164	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
16-L	North, South & East	1181	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
17-L	North, South & East	1198	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
18-L	North, South & East	1215	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
19-L	North, South & East	1231	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
20-L	North, South & East	1248	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
21-L	North, South & East	1265	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
22-L	North, South & East	1280	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
23-L	North, South & East	1297	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
24-L	North, South & East	1314	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
25-L	North, South & East	1331	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
26-L	North, South & East	1348	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
27-L	North, South & East	1365	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
28-L	North, South & East	1381	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
29-L	North, South & East	1398	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
30-L	North, South & East	1415	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
31-L	North, South & East	1432	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
32-L	North, South & East	1447	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
33-L	North, South & East	1464	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
34-L	North, South & East	1480	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%

B = BALCONY (Refer to page 65 for approximate size)
T = TERRACE (Refer to page 65 for approximate size)

AZTECH FINANCIAL PRINTERS 447 East 49th St. NYC 10017 (212) 986-3000 08-Feb-88 12:32 STY(PROOF)1[1]8K(100,60)/12R SEQ/27

SCHEDULE C

TO THE DECLARATION OF THE CORINTHIAN

Unit	Location (In Portion of Building Facing in Directions Set Forth Below)	Tax Lot Number	Approximate Area in Square Feet	Number of Rooms/Baths	Common Elements To Which Unit Has Immediate Access	Percentage of Interest in the Common Elements
35-L	North, South & East	1497	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
36-L	North, South & East	1513	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
37-L	North, South & East	1530	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
38-L	North, South & East	1547	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
39-L	North, South & East	1563	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
40-L	North, South & East	1580	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
41-L	North, South & East	1597	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
42-L	North, South & East	1613	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
43-L	North, South & East	1629	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
44-L	North, South & East	1645	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
45-L	North, South & East	1661	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
46-L	North, South & East	1678	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
47-L	North, South & East	1692	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
48-L	North, South & East	1706	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
49-L	North, South & East	1722	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
51-L	North, South & East	1740	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
52-L	North, South & East	1754	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
53-L	North, South & East	1769	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
54-L	North, South & East	1784	1041	4.5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1137%
5-M	North, South & East	1013	629	3/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0687%
6-M	North, South & East	1030	629	3/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0687%
7-M	North, South & East	1047	629	3/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0687%

B = BALCONY (Refer to page 65 for approximate size)
T = TERRACE (Refer to page 65 for approximate size)

AZTECH FINANCIAL PRINTERS 227 East 45th St. NYC 10017 (212) 986-3000 06-Feb-88 18:32 SY4(PROD3)14158C(190,60)/1JR SSQ:26

SCHEDULE C

TO THE DECLARATION OF THE CORINTHIAN

Unit	Location (In Portion of Building Facing in Directions Set Forth Below)	Tax Lot Number	Approximate Area in Square Feet	Number of Rooms/Baths	Common Elements To Which Unit Has Immediate Access	Percentage of Interest in the Common Elements
8-M	North, South & East	1064	629	3/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0687%
9-M	North, South & East	1081	629	3/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0687%
10-M	North, South & East	1098	629	3/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0687%
11-M	North, South & East	1115	629	3/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0687%
12-M	North, South & East	1132	629	3/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0687%
14-M	North, South & East	1149	629	3/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0687%
15-M	North, South & East	1165	629	3/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0687%
16-M	North, South & East	1182	629	3/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0687%
17-M	North, South & East	1199	629	3/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0687%
18-M	North, South & East	1216	629	3/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0687%
19-M	North, South & East	1232	629	3/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0687%
20-M	North, South & East	1249	629	3/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0687%
21-MNO	North, South & East	1266	2848	9.5/4 B	Public Corridors, Stairs, Elevators, Service Vestibule	0.3111%
22-M	North, South & East	1281	629	3/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0687%
23-M	North, South & East	1298	629	3/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0687%
24-M	North, South & East	1315	629	3/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0687%
25-M	North, South & East	1332	629	3/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0687%
26-M	North, South & East	1349	629	3/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0687%
27-M	North, South & East	1366	629	3/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0687%
28-M	North, South & East	1382	629	3/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0687%
29-M	North, South & East	1399	629	3/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0687%
30-M	North, South & East	1416	629	3/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0687%

B = BALCONY (Refer to page 65 for approximate size)
T = TERRACE (Refer to page 65 for approximate size)

AZTECH FINANCIAL PRINTERS 237 East 45th St. NYC 10017 (212) 986-3000 08-Feb-84 12:32 SYS1(PROJ3)141564(100,80)/TJR SEQ:89

SCHEDULE C

TO THE DECLARATION OF THE CORINTHIAN

Unit	Location (In Portion of Building Facing in Directions Set Forth Below)	Tax Lot Number	Approximate Area in Square Feet	Number of Rooms/Baths	Common Elements To Which Unit Has Immediate Access	Percentage of Interest in the Common Elements
31-M	North, South & East	1433	629	3/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0687%
32-M	North, South & East	1448	629	3/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0687%
33-M	North, South & East	1465	629	3/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0687%
34-M	North, South & East	1481	629	3/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0687%
35-M	North, South & East	1498	629	3/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0687%
36-M	North, South & East	1514	629	3/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0687%
37-M	North, South & East	1531	629	3/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0687%
38-M	North, South & East	1548	629	3/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0687%
39-M	North, South & East	1564	629	3/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0687%
40-M	North, South & East	1581	629	3/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0687%
41-M	North, South & East	1598	629	3/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0687%
42-M	North, South & East	1614	629	3/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0687%
43-M	North, South & East	1630	629	3/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0687%
44-M	North, South & East	1646	629	3/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0687%
45-M	North, South & East	1662	629	3/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0687%
46-MNO	North, South & East	1679	2848	8/3.5 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.3111%
47-MNO	North, South & East	1693	2848	8/3.5 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.3111%
48-M	North, South & East	1707	629	3/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0687%
49-M	North, South & East	1723	629	3/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0687%
51-MNO	North, South & East	1741	2848	8/3.5 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.3111%
5-N	North, South & East	1014	1699	6/3 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1856%
6-N	North, South & East	1031	1699	6/3 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1856%

B = BALCONY (Refer to page 65 for approximate size)
T = TERRACE (Refer to page 65 for approximate size)

AZTECH FINANCIAL PRINTERS 227 East 45th St. NYC 10017 (212) 986-3000 09-Feb-88 12:32 BY4.(PROOF)1-1156C(100,60)/ TJR SEQ.30

SCHEDULE C

TO THE DECLARATION OF THE CORINTHIAN

Unit	Location (In Portion of Building Facing in Directions Set Forth Below)	Tax Lot Number	Approximate Area in Square Feet	Number of Rooms/Baths	Common Elements To Which Unit Has Immediate Access	Percentage of Interest in the Common Elements
7-N	North, South & East	1048	1699	6/3 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1856%
8-N	North, South & East	1065	1699	6/3 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1856%
9-N	North, South & East	1082	1699	6/3 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1856%
10-N	North, South & East	1099	1699	6/3 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1856%
11-N	North, South & East	1116	1699	6/3 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1856%
12-N	North, South & East	1133	1699	6/3 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1856%
14-N	North, South & East	1150	1699	6/3 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1856%
15-N	North, South & East	1166	1699	6/3 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1856%
16-N	North, South & East	1183	1699	6/3 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1856%
17-N	North, South & East	1200	1699	6/3 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1856%
18-N	North, South & East	1217	1699	6/3 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1856%
19-N	North, South & East	1233	1699	6/3 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1856%
20-N	North, South & East	1250	1699	6/3 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1856%
22-N	North, South & East	1282	1699	6/3 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1856%
23-N	North, South & East	1299	1699	6/3 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1856%
24-N	North, South & East	1316	1699	6/3 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1856%
25-N	North, South & East	1333	1699	6/3 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1856%
26-N	North, South & East	1330	1699	6/3 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1856%
27-NO	North, South & East	1367	2219	6/2.5 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.2424%
28-N	North, South & East	1383	1699	6/3 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1856%
29-N	North, South & East	1400	1699	6/3 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1856%
30-N	North, South & East	1417	1699	6/3 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1856%

B = BALCONY (Refer to page 65 for approximate size)
T = TERRACE (Refer to page 65 for approximate size)

AZTECH FINANCIAL PRINTERS 227 East 45th St. NYC 10017 (212) 986-3000 08-Feb-88 12:32 SY4:[PROD3]D1456C(100,60)/TR SEQ:31

SCHEDULE C

TO THE DECLARATION OF THE CORINTHIAN

Unit	Location (In Portion of Building Facing in Directions Set Forth Below)	Tax Lot Number	Approximate Area in Square Feet	Number of Rooms/Baths	Common Elements To Which Unit Has Immediate Access	Percentage of Interest in the Common Elements
31-NOP	North, South & East	1434	3103	9.5/3.5 B¹B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.3390%
32-N	North, South & East	1449	1699	6/3 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1856%
33-N	North, South & East	1466	1699	6/3 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1856%
34-N	North, South & East	1482	1699	6/3 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1856%
35-N	North, South & East	1499	1699	6/3 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1856%
36-N	North, South & East	1515	1699	6/3 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1856%
37-N	North, South & East	1532	1699	6/3 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1856%
38-N	North, South & East	1549	1699	6/3 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1856%
39-N	North, South & East	1565	1699	5/3 B	Public Corridors, Stairs, Elevators, Service Vestibule	0.1856%
40-N	North, South & East	1582	1699	6/3 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1856%
41-N	North, South & East	1599	1699	6/3 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1856%
42-N	North, South & East	1615	1699	6/3 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1856%
43-N	North, South & East	1631	1699	6/3 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1856%
44-N	North, South & East	1647	1699	6/3 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1856%
45-N	North, South & East	1663	1699	6/3 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1856%
48-N	North, South & East	1708	1699	6/3 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1856%
49-N	North, South & East	1724	1699	6/3 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1856%
5-O	South, East & West	1015	520	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0568%
6-O	South, East & West	1032	520	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0568%
7-O	South, East & West	1049	520	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0568%
8-O	South, East & West	1066	520	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0568%
9-O	South, East & West	1083	520	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0568%

B = BALCONY (Refer to page 65 for approximate size)
T = TERRACE (Refer to page 65 for approximate size)

AZTECH FINANCIAL PRINTERS 227 East 45th St. NYC 10017 (212) 986-3000 08-Feb-88 12:38 SY4(PROOF)141560(100,80)/ CJR SEQ:38

SCHEDULE C

TO THE DECLARATION OF THE CORINTHIAN

Unit	Location (In Portion of Building Facing in Directions Set Forth Below)	Tax Lot Number	Approximate Area in Square Feet	Number of Rooms/Baths	Common Elements To Which Unit Has Immediate Access	Percentage of Interest in the Common Elements
10-O	South, East & West	1100	520	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0568%
11-O	South, East & West	1117	520	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0568%
12-O	South, East & West	1134	520	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0568%
14-O	South, East & West	1151	520	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0568%
15-O	South, East & West	1167	520	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0568%
16-O	South, East & West	1184	520	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0568%
17-O	South, East & West	1201	520	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0568%
18-O	South, East & West	1218	520	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0568%
19-O	South, East & West	1234	520	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0568%
20-O	South, East & West	1251	520	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0568%
22-O	South, East & West	1283	520	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0568%
23-O	South, East & West	1300	520	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0568%
24-O	South, East & West	1317	520	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0568%
25-O	South, East & West	1334	520	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0568%
26-O	South, East & West	1351	520	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0568%
28-O	South, East & West	1384	520	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0568%
29-O	South, East & West	1401	520	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0568%
30-O	South, East & West	1418	520	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0568%
32-O	South, East & West	1450	520	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0568%
33-O	South, East & West	1467	520	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0568%
34-O	South, East & West	1483	520	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0568%
35-O	South, East & West	1500	520	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0568%

B = BALCONY (Refer to page 65 for approximate size)
T = TERRACE (Refer to page 65 for approximate size)

AZTECH FINANCIAL PRINTERS 237 East 49th St. NYC (0017 (212) 986-3000 09-Feb-88 12.38 SYS:[PROD3]141806(100,60)/TJR 36.0.33

SCHEDULE C

TO THE DECLARATION OF THE CORINTHIAN

Unit	Location (In Portion of Building Facing in Directions Set Forth Below)	Tax Lot Number	Approximate Area in Square Feet	Number of Rooms/Baths	Common Elements To Which Unit Has Immediate Access	Percentage of Interest in the Common Elements
36-O	South, East & West	1516	520	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0568%
37-O	South, East & West	1533	520	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0568%
38-O	South, East & West	1550	520	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0568%
39-O	South, East & West	1566	520	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0568%
40-O	South, East & West	1583	520	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0568%
41-O	South, East & West	1600	520	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0568%
42-O	South, East & West	1616	520	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0568%
43-O	South, East & West	1632	520	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0568%
44-O	South, East & West	1648	520	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0568%
45-O	South, East & West	1664	520	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0568%
48-O	South, East & West	1709	520	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0568%
49-O	South, East & West	1725	520	2.5/1	Public Corridors, Stairs, Elevators, Service Vestibule	0.0568%
52-O	South, East & West	1755	1215	5/2 T[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1327%
53-O	South, East & West	1770	1215	4/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1327%
54-O	South, East & West	1785	1215	5/2 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1327%
5-P	South, East & West	1016	884	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0966%
6-P	South, East & West	1033	884	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0966%
7-P	South, East & West	1050	884	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0966%
8-P	South, East & West	1067	884	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0966%
9-P	South, East & West	1084	884	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0966%
10-P	South, East & West	1101	884	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0966%
11-P	South, East & West	1118	884	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0966%

B = BALCONY (Refer to page 65 for approximate size)
T = TERRACE (Refer to page 65 for approximate size)

AZTECH FINANCIAL PRINTERS 227 East 45th St., NYC 10017 (212) 986-3000 08-Feb-88 13:30 BY4.(PROOF)14156C(100,60)/TJR SEQ:34

SCHEDULE C

TO THE DECLARATION OF THE CORINTHIAN

Unit	Location (In Portion of Building Facing in Directions Set Forth Below)	Tax Lot Number	Approximate Area in Square Feet	Number of Rooms/Baths	Common Elements To Which Unit Has Immediate Access	Percentage of Interest in the Common Elements
12-P	South, East & West	1135	884	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0966%
14-P	South, East & West	1152	884	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0966%
15-P	South, East & West	1168	884	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0966%
16-P	South, East & West	1185	884	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0966%
17-P	South, East & West	1202	884	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0966%
18-P	South, East & West	1219	884	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0966%
19-P	South, East & West	1235	884	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0966%
20-P	South, East & West	1252	884	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0966%
21-P	South, East & West	1267	884	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0966%
22-P	South, East & West	1284	884	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0966%
23-P	South, East & West	1301	884	4/1.5 B[1]	Elevators, Service Vestibule	0.0966%
24-P	South, East & West	1318	884	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0966%
25-P	South, East & West	1335	884	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0966%
26-P	South, East & West	1352	884	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0966%
27-P	South, East & West	1368	884	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0966%
28-P	South, East & West	1385	884	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0966%
29-P	South, East & West	1402	884	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0966%
30-P	South, East & West	1419	884	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0966%
32-P	South, East & West	1451	884	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0966%
33-P	South, East & West	1468	884	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0966%
34-P	South, East & West	1484	884	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0966%
35-P	South, East & West	1501	884	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0966%
36-P	South, East & West	1517	884	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0966%

B = BALCONY (Refer to page 65 for approximate size)
T = TERRACE (Refer to page 65 for approximate size)

AZTECH FINANCIAL PRINTERS 227 East 45th St. NYC 10017 (212) 986-3000 08-Feb-84 13:20 3Y4(PROD3)14156C(100,60)/TJK SEQ:34

SCHEDULE C

TO THE DECLARATION OF THE CORINTHIAN

Unit	Location (In Portion of Building Facing in Directions Set Forth Below)	Tax Lot Number	Approximate Area in Square Feet	Number of Rooms/Baths	Common Elements To Which Unit Has Immediate Access	Percentage of Interest in the Common Elements
37-P	South, East & West	1534	884	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0966%
38-P	South, East & West	1551	884	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0966%
39-P	South, East & West	1567	884	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0966%
40-P	South, East & West	1584	884	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0966%
41-P	South, East & West	1601	884	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0966%
42-P	South, East & West	1617	884	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0966%
43-P	South, East & West	1633	884	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0966%
44-P	South, East & West	1649	884	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0966%
45-P	South, East & West	1665	884	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0966%
46-P	South, East & West	1680	884	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0966%
47-P	South, East & West	1694	884	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0966%
48-P	South, East & West	1710	884	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0966%
49-P	South, East & West	1726	884	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0966%
51-P	South, East & West	1742	884	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0966%
52-P	South, East & West	1756	850	4/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0928%
53-P	South, East & West	1771	850	3.5/1 B[1]	Elevators, Service Vestibule	0.0928%
54-P	South, East & West	1786	850	4/1 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.0928%
55-56-PH-P	South, East & West	1799	2322	7/4.5 T[1]T[1] (TRIPLEX)	Public Corridors, Stairs, Elevators, Service Vestibule	0.2536%
5-Q	South, East & West	1017	958	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1046%
6-Q	South, East & West	1034	958	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1046%
7-Q	South, East & West	1051	958	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1046%
8-Q	South, East & West	1068	958	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1046%
9-Q	South, East & West	1085	958	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1046%

B = BALCONY (Refer to page 65 for approximate size)
T = TERRACE (Refer to page 65 for approximate size)

AZTECH FINANCIAL PRINTERS 227 East 45th St. NYC 10017 (212) 986-3000 06-Feb-88 12:32 SY4:[PROD3]14156C(100,60)/TJR SEQ:38

SCHEDULE C

TO THE DECLARATION OF THE CORINTHIAN

Unit	Location (In Portion of Building Facing in Directions Set Forth Below)	Tax Lot Number	Approximate Area in Square Feet	Number of Rooms/Baths	Common Elements To Which Unit Has Immediate Access	Percentage of Interest in the Common Elements
10-Q	South, East & West	1102	958	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1046%
11-Q	South, East & West	1119	958	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1046%
12-Q	South, East & West	1136	958	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1046%
14-Q	South, East & West	1153	958	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1046%
15-Q	South, East & West	1169	958	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1046%
16-Q	South, East & West	1186	958	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1046%
17-Q	South, East & West	1203	958	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1046%
19-Q	South, East & West	1236	958	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1046%
20-Q	South, East & West	1253	958	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1046%
21-Q	South, East & West	1268	958	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1046%
22-Q	South, East & West	1285	958	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1046%
23-Q	South, East & West	1302	958	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1046%
24-Q	South, East & West	1319	958	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1046%
25-Q	South, East & West	1336	958	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1046%
26-Q	South, East & West	1353	958	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1046%
27-Q	South, East & West	1369	958	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1046%
28-Q	South, East & West	1386	958	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1046%
29-Q	South, East & West	1403	958	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1046%
30-Q	South, East & West	1420	958	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1046%
31-Q	South, East & West	1435	958	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1046%
32-Q	South, East & West	1452	942	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1029%
33-Q	South, East & West	1469	942	4/1.5 B[1]	Public Corridors, Stairs, Elevators, Service Vestibule	0.1029%

B = BALCONY (Refer to page 65 for approximate size)
T = TERRACE (Refer to page 65 for approximate size)

AGTECH FINANCIAL PRINTERS 757 Third Ave. NYC 10017 (212) 888-3000 08-Feb-88 14:32 STA(PROOF)[11]:6C(100,60)/1R SEQ:37

SCHEDULE C

TO THE DECLARATION OF THE CORINTHIAN

Unit	Location (In Portion of Building Facing in Directions Set Forth Below)	Tax Lot Number	Approximate Area in Square Feet	Number of Rooms/Baths	Common Elements To Which Unit Has Immediate Access	Percentage of Interest in the Common Elements
34-Q	South, East & West	1485	1482	5.5/2.5 B¹B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1619%
35-Q	South, East & West	1502	963	4/1.5 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1052%
36-Q	South, East & West	1518	963	4/1.5 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1052%
37-Q	South, East & West	1535	963	4/1.5 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1052%
38-Q	South, East & West	1552	963	4/1.5 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1052%
39-Q	South, East & West	1568	963	4/1.5 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1052%
40-Q	South, East & West	1585	963	4/1.5 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1052%
41-Q	South, East & West	1602	963	4/1.5 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1052%
42-Q	South, East & West	1618	963	4/1.5 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1052%
43-Q	South, East & West	1634	963	4/1.5 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1052%
44-Q	South, East & West	1650	963	4/1.5 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1052%
45-Q	South, East & West	1666	963	4/1.5 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1052%
46-Q	South, East & West	1681	963	4/1.5 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1052%
47-Q	South, East & West	1695	963	4/1.5 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1052%
48-Q	South, East & West	1711	963	4/1.5 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1052%
49-Q	South, East & West	1727	963	4/1.5 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1052%
51-Q	South, East & West	1743	963	4/1.5 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1052%
52-Q	South, East & West	1757	963	4/1.5 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1052%
53-Q	South, East & West	1772	963	4/1.5 B¹	Public Corridors, Stairs, Elevators, Service Vestibule	0.1052%

B = BALCONY (Refer to page 65 for approximate size)
T = TERRACE (Refer to page 65 for approximate size)

SCHEDULE C

TO THE DECLARATION OF THE CORINTHIAN

Unit	Location (In Portion of Building Facing in Directions Set Forth Below)	Tax Lot Number	Approximate Area in Square Feet	Number of Rooms/Baths	Common Elements To Which Unit Has Immediate Access	Percentage of Interest in the Common Elements
54-Q	South, East & West	1787	963	4/1.5 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1052%
55-Q	South, East & West	1800	963	4/1.5 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1052%
56-Q	South, East & West	1810	963	4/1.5 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1052%
PH-Q	South, East & West	1820	963	4/1.5 B'	Public Corridors, Stairs, Elevators, Service Vestibule	0.1052%
TOTALS:			810,221			88.5000%
Commercial Unit Garage Office	NA	1001	105,283 (36,850) (68,433)	NA	Public Corridors, Stairs, Elevators	11.5000%

B = BALCONY
T = TERRACE

AZTECH FINANCIAL PRINTERS 257 East 45th St. NYC 10017 (212) 986-3000 08-Feb-88 18:32 RY4:[PROSPECT]418AC(100,60)/TJR 8KQ:39

SCHEDULE OF APPROXIMATE BALCONY AND TERRACE AREAS IN SQUARE FEET

B[1]-43.33	T[1]-372
B[2]-558 (Total of Entire Floor)	T[2]-645
B[3]-42	T[3]-1330
B[4]-51.33	T[4]-630
	T[5]-1372
	T[6]-1185
	T[7]-1546
	T[8]-1900
	T[9]-740
	T[10]-1429
	T[11]-1890
	T[12]-1400
	T[13]-1020

B = BALCONY
T = TERRACE

Condominium No. 528-[__]
Amends Condominium No. 528

[_____] AMENDMENT TO

DECLARATION OF

THE CORINTHIAN

Establishing a Plan for Condominium Ownership of the Premises known as 330 East 38th Street (a/k/a 345 East 37th Street), New York, New York pursuant to Article 9-B of the Real Property Law of the State of New York.

Name of Condominium:	The Corinthian
Address of Condominium:	330 East 38th Street (a/k/a 345 East 37th Street), New York, New York
Original Declarant:	645 First Avenue Manhattan Company (n/k/a 645 First Avenue Manhattan LLC)
Date of Declaration:	December 18, 1987
Date of First Amendment:	March 28, 1989
Date of Second Amendment:	November 9, 1992
Date of Third Amendment:	May 6, 2009
Date of this Amendment to Declaration:	[_____ __, 201_]
Record and Return to:	Kramer Levin Naftalis & Frankel LLP 1177 Avenue of the Americas New York, New York 10036 Attn: Jonathan H. Canter, Esq.

~

The land affected by the within instrument lies in Block 943 and the Lots affected hereby are f/k/a Lot 1001 and n/k/a Lots [___ - ____] on the Tax Map of the Borough of Manhattan, City and State of New York.

[_____] AMENDMENT TO DECLARATION

OF

THE CORINTHIAN

(pursuant to Article 9-B of the Real Property Law of the State of New York)

[_____] AMENDMENT TO DECLARATION (this "Amendment") made this [___] day of [_____, 201_], by 345 East 37th Property Owner, L.L.C. (the "Office Unit Owner" or the "Office Sponsor"), as the Owner of the Office Unit (as defined in the Third Amendment, defined below) in The Corinthian, 330 East 38th Street (a/k/a 345 East 37th Street), New York, New York (the "Condominium"), which Condominium was established by Declaration of Condominium dated December 18, 1987.

W I T N E S S E T H:

WHEREAS, the Condominium was created by that certain Declaration Establishing The Corinthian Condominium dated December 18, 1987, made by 645 First Avenue Manhattan Company (n/k/a 645 First Avenue Manhattan LLC) (hereinafter, "Original Declarant"), recorded on April 14, 1988, in the Land Records Division, New York County, in Reel 1389, Page 1469 (the "Original Declaration"), as subsequently amended by that certain First Amendment to Declaration made by Declarant, dated March 28, 1989, and recorded in the Land Records Division, New York County, on June 28, 1989 in Reel 1593, Page 2059 (the "First Amendment"), as further amended by that certain Second Amendment to Declaration made by The Board of Managers of The Corinthian (the "Board of Managers"), dated November 9, 1992, and recorded in the Land Records Division, New York County, on December 2, 1992, in Reel 1923, Page 1938 (the "Second Amendment"), as further amended by that certain Third Amendment to Declaration made by Declarant and Corinthian Commercial LLC, the then owner of the Commercial Unit (the "Commercial Unit Owner"), dated May 6, 2009, and recorded in the New York County Office of the Register of the City of New York (the "Register's Office") on July 7, 2009 as CRFN 2009000204685 (the "Third Amendment"; the Original Declaration, as amended by the First Amendment, the Second Amendment and the Third Amendment, hereinafter, the "Declaration");

WHEREAS, Declarant also caused the Floor Plans prepared and certified by John A. Schimenti, RA, to be filed with the Tax Map Unit of the City of New York (the "Tax Map Unit") as Condominium Plan No. 528, and to be recorded in the Land Records Division of New York County, on April 14, 1988, as Map No. 4757; which Floor Plans were subsequently amended by the Board of Managers and were filed with the Tax Map Unit of the City of New York as Condominium Plan No. 528-B, and recorded in the Land Records Division of New York County, on December 2, 1992, as Map No. 5161; and which Floor Plans were further amended by Declarant and the Commercial Unit Owner and were filed with the Tax Map Unit of the City

of New York as Condominium Plan No. 528-C, and recorded in the Land Records Division of New York County, on July 7, 2009, as Map No. 2009000204686 (the "Existing Floor Plans");

WHEREAS, pursuant to the Third Amendment (among other things): (a) the "Commercial Unit" was subdivided into two separate commercial condominium units known as the "Office Unit" and the "Garage Unit" and the existing Common Interest appurtenant to the Commercial Unit was apportioned among the newly created units (the "Commercial Subdivision"); (b) each of the "Commercial Limited Common Elements" identified in the Original Declaration were reclassified as either "Office Limited Common Elements" or "Garage Limited Common Elements", exclusively appurtenant to the Office Unit or the Garage Unit, respectively; and (c) the special rights, benefits and privileges appurtenant to the Commercial Unit and or held by the Commercial Unit Owner prior to the Commercial Subdivision were assigned generally to the Office Unit, the Office Unit Owner, the Garage Unit and the Garage Unit Owner, or to one of such Units or Unit Owners, and not the other, as the context of the Original Declaration may require.

WHEREAS, pursuant to paragraph 16(g) of the Original Declaration, as amended by the Third Amendment, the Office Unit Owner is authorized to (among other things) amend the Declaration to: (a) further subdivide the Office Unit, and in connection therewith, to reapportion the percentage interest in the Common Elements appurtenant to the Office Unit among the newly created commercial condominium units resulting from a subdivision of the Office Unit; and (b) designate any portion of the Office Limited Common Elements as part of a newly created commercial condominium unit (created from a subdivision of the Office Unit) or designate any portion of the Office Unit as part of a newly created Office Limited Common Element;

WHEREAS, pursuant to paragraph 16(h) of the Original Declaration, as amended by the Third Amendment, the Office Unit Owner is authorized, among other things, to amend the Declaration as may otherwise be necessary, appropriate or desirable in connection with the operation of the Office Unit or the subdivision of the Office Unit into additional separate commercial condominium units and/or the offering for sale or lease of all or any portion of the Office Unit;

WHEREAS, the Office Unit Owner now wishes to (a) subdivide the Office Unit into thirty-two (32) newly created commercial condominium units (the "Office Units" or "Subdivided Office Units"); (b) designate portions of the Office Limited Common Elements as part of a newly created condominium unit or Office Common Element or designate portions of the Office Unit as part of a newly created Office Common Element and/or Office Limited Common Element; and (c) amend the Declaration and Existing Floor Plans in connection therewith and as otherwise set forth below (clauses (a), (b) and (c) of this recital shall herein be referred to as the "Office Subdivision"); and

WHEREAS, the Office Subdivision has no adverse effect on the Residential Unit Owners or the Residential Section, or the Garage Unit Owner or the Commercial Section, and, therefore, pursuant to the terms of paragraph 16(g) of the Original Declaration, as amended by the Third Amendment, this Amendment does not require the prior consent of any Unit Owner, the Board of Managers or any other party.

NOW THEREFORE, the Declaration is hereby amended as follows:

1. Subdivision of Office Unit. The Office Unit is hereby subdivided so that the area originally comprising the Office Unit (Block 943, Lot 1001) is now comprised of thirty-two (32) separate Office Units and additional Office Common Elements and Office Limited Common Elements (which Subdivided Office Units, Office Common Elements and Office Limited Common Elements together with the existing Office Limited Common Elements are referred to herein as the "Office Section"). Except as otherwise expressly set forth herein or in the Office By-Laws (as hereinafter defined), any references in the Original Declaration, as amended by the Third Amendment, to the Office Unit or the Office Unit Owner shall be deemed to be references to the Subdivided Office Units or the Unit Owners of the Subdivided Office Units, respectively.

(a) *Description of Office Units; Schedule C Amended*. Paragraphs 4 and 5 of the Original Declaration, as amended, are hereby further amended to (i) reflect that there are thirty-two (32) Office Units; the owners of which shall be referred to as "Office Unit Owners", or each individually, as an "Office Unit Owner"; and (ii) substitute those relevant portions of Schedule C set forth in the Original Declaration, as amended by the Third Amendment, with respect to the Office Unit, with the data shown on Exhibit A annexed hereto, which sets forth additional information describing each of the newly created Office Units.

(b) *Description of Office Common Elements and Office Limited Common Elements*. Paragraph 8 of the Original Declaration, as amended by the Third Amendment, is hereby further amended to reflect that, those Office Limited Common Elements identified in paragraph 2(C)(1) of the Third Amendment, shall also constitute as follows:

(i) Office Common Elements, to the extent they serve or benefit one (1) or more Office Unit, and as are designated on the Floor Plans; and

(ii) Office Limited Common Elements, which are any terraces or balconies exclusively serving an Office Unit, and as are designated on the Floor Plans.

The relevant provisions of the Original Declaration, including, but not limited to, paragraph 8 thereof, as amended, are hereby further amended to reflect that, in general, the cost of maintaining and repairing the Office Common Elements shall be treated as an expense of the Office Section; and all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary to the Office Common Elements shall be undertaken by the Office Board (as hereinafter defined), and shall constitute an Office Common Expense (as hereinafter defined), unless such work is necessitated by the misuse or neglect of a Unit Owner, or is to an Office Limited Common Element, which exclusively serves one (1) or more Office Units, in which event such expense will be charged to such Unit Owner.

(c) *Existing Floor Plans Amended*. An amendment to the Existing Floor Plans (the "Floor Plan Amendment") reflecting the subdivision of the Office Unit into the newly constituted Office Units, Office Common Elements, and Office Limited Common Elements is intended to be filed with the Tax Map Unit as Condominium No. [528-D], and recorded in the Register's Office simultaneously with the recording of this [Fourth]

Amendment. Said Floor Plan Amendment replaces and supersedes the corresponding portions of the Existing Floor Plans. All references in the Condominium Documents to the "Floor Plans" shall hereafter mean the Existing Floor Plans, as amended by the Floor Plan Amendment.

2. Office Board; Office By-Laws; Office Rules and Regulations. The Declaration is hereby amended to reflect that the Office Section shall be governed by a sub-board of managers (the "Office Board") pursuant to sub-by-laws (said sub-by-laws and the rules and regulations promulgated pursuant thereto, as the same may be amended from time to time in accordance with the provisions thereof and of the Declaration, the "Office By-Laws"), which from and after the first conveyance of an Office Unit by Office Sponsor (the "First Office Closing"), shall govern the general operation, use and occupancy of the Office Section. Subject in all respects to the provisions, terms and conditions of the Declaration governing the Condominium, and subject to any and all matters and authority vested in the Board of Managers or the Commercial Committee of the Condominium, the Office By-Laws are hereby promulgated in the form annexed hereto as Exhibit B.

3. Easements Affecting the Office Section. Paragraph 11 of the Declaration is hereby amended to grant various easements to the Office Board. In furtherance thereof, the following language is hereby deemed added after paragraph 11(j):

"(k) The Office Board shall have an easement and a right of access within each Office Unit to inspect the same, to remove violations therefrom and to use and maintain the Office Common Elements and Office Limited Common Elements contained therein or elsewhere in the Property.

(l) Each Office Unit Owner shall have an easement for the exclusive use of the Office Common Elements."

4. Power of Attorney to Office Board and Office Sponsor. Paragraph 12 of the Original Declaration, as amended, is hereby further amended to grant a power of attorney to the Office Board and Office Sponsor. In furtherance thereof, the following language is hereby deemed added at the end of the first paragraph:

"Additionally, each Office Unit Owner shall grant an irrevocable power of attorney, coupled with an interest (in such form and with such content as the Office Board shall determine) to: (a) acquire on behalf of all Office Unit Owners any Office Unit, together with its appurtenant Common Interest: (A) in connection with the enforcement of the Office Board's lien of unpaid Office Common Charges, (B) whose Office Unit Owner elects to surrender the same pursuant to the terms of the Office By-Laws, and (C) that becomes the subject of a foreclosure or other similar sale; (b) the Office Board to execute, acknowledge and deliver: (1) any declaration or other instrument affecting the Office Section which the Office Board deems necessary or appropriate to comply with any Laws applicable only to the maintenance, demolition, construction, alteration, repair or restoration of the Office Section, or (2) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting only the Office Section which the Office Board, in its reasonable discretion, deems necessary or appropriate; and (c) Office

Sponsor, to amend this Declaration and to effectuate the rights granted to Office Sponsor under this Declaration and the offering statement filed by Office Sponsor with the New York State Department of Law in connection with the offer for sale of the Subdivided Office Units (the "Office Offering Plan")."

5. Amendments to Declaration Affecting the Office Section. Paragraph 16 of the Original Declaration, as amended, is hereby revised to reflect the requisite Office Unit Owner vote with respect to an amendment to the Declaration affecting only the Office Section. In furtherance thereof, the following language is hereby deemed added after paragraph 16(i) thereof:

"(j) Notwithstanding anything contained herein to the contrary, but subject to the last three sentences of clause (a) above, any provision of this Declaration affecting only the Office Section or the Office Unit Owners may be amended by vote of at least 70% in number and in Common Interest of all Office Unit Owners cast in person or by proxy, at a meeting duly held in accordance with the By-Laws, provided, however, that the Common Interest appurtenant to each Office Unit as expressed in this Declaration shall not be altered without the prior written consent of all Office Unit Owners affected."

6. Board of Managers; Appointment of Officers. Article II, Section 1 of the By-Laws of the Corinthian attached to the Original Declaration (the "Original Condominium By-Laws"), as amended by paragraph 6 of the Third Amendment, is hereby further amended to reflect that in lieu of the Office Unit Owner electing two (2) persons to the Board of Managers (who shall also serve on the Commercial Committee), the Office Board shall designate such persons, as determined in the manner set forth in the Office By-Laws. Additionally, Article IV, Section 1 of the Original Condominium By-Laws, as amended by paragraph 7 of the Third Amendment, is hereby amended to reflect that the Assistant Treasurer and the Assistant Secretary of the Board of Managers shall be designated by the Office Board.

IN WITNESS WHEREOF, the Office Unit Owner, as authorized by the Declaration, has caused this Amendment to be executed on the date first written above.

345 East 37th Property Owner, L.L.C.

By: _____
Name:
Title:

State of New York)
) ss.:
County of New York)

On the _____ day of _____ in the year 201_ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
(Signature and office of individual taking acknowledgment

EXHIBIT A

Unit Information

EXHIBIT B

BY-LAWS
OF
THE OFFICE SECTION

EXHIBIT 7

CONDOMINIUM BY-LAWS

BY-LAWS

of

The Corinthian
330 East 38th Street
New York, New York

(Part 2 of the Declaration)

Wien, Malkin & Bettex
Attorneys for Declarant
60 East 42nd Street
New York, New York 10165

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
I	Plan of Unit Ownership	FF-1
	Sec. 1—Purpose	FF-1
	Sec. 2—Applicability of By-Laws	FF-1
	Sec. 3—Application	FF-1
	Sec. 4—Office	FF-2
II	Board of Managers	FF-2
	Sec. 1—Number and Qualification	FF-2
	Sec. 2—Powers and Duties	FF-2
	Sec. 3—Managing Agent and Manager	FF-9
	Sec. 4—Election and Term of Office	FF-9
	Sec. 5—Removal of Members of the Board of Managers	FF-10
	Sec. 6—Vacancies	FF-10
	Sec. 7—Organization Meeting	FF-11
	Sec. 8—Regular Meetings	FF-11
	Sec. 9—Special Meetings	FF-11
	Sec. 10—Waiver of Notice	FF-11
	Sec. 11—Quorum of Board of Managers	FF-12
	Sec. 12—Fidelity Bonds	FF-12
	Sec. 13—Compensation	FF-12
	Sec. 14—Liability of the Board of Managers	FF-13
	Sec. 15—Executive Committee	FF-13
	Sec. 16—Other Committees	FF-13
	Sec. 17—Resolutions	FF-14
III	Unit Owners	FF-14
	Sec. 1—Annual Meetings	FF-14
	Sec. 2—Place of Meetings	FF-14
	Sec. 3—Special Meetings	FF-14
	Sec. 4—Notice of Meetings	FF-15
	Sec. 5—Adjournment of Meetings	FF-15
	Sec. 6—Order of Business	FF-15
	Sec. 7—Title to Units	FF-15
	Sec. 8—Voting	FF-16
	Sec. 9—Majority of Unit Owners	FF-16
	Sec. 10—Quorum	FF-16
	Sec. 11—Majority Vote	FF-16
	Sec. 12—Action Without Meeting	FF-17

ARTICLE	TITLE	PAGE
IV	Officers	FF-17
	Sec. 1—Designation	FF-17
	Sec. 2—Election of Officers	FF-17
	Sec. 3—Removal of Officers	FF-17
	Sec. 4—President	FF-18
	Sec. 5—Vice President	FF-18
	Sec. 6—Secretary	FF-18
	Sec. 7—Assistant Secretary	FF-18
	Sec. 8—Treasurer	FF-18
	Sec. 9—Assistant Treasurer	FF-19
	Sec. 10—Agreements, Contracts, Deeds, Checks, etc.	FF-19
	Sec. 11—Compensation of Officers	FF-19
V	Operation of the Property	FF-19
	Sec. 1—Determination of Common Expenses and Fixing of Common Charges	FF-19
	Sec. 2—Insurance	FF-21
	Sec. 3—Repair or Reconstruction After Fire or Other Casualty	FF-23
	Sec. 4—Payment of Common Charges	FF-24
	Sec. 5—Collection of Assessments	FF-24
	Sec. 6—Default in Payment of Common Charges	FF-24
	Sec. 7—Foreclosure of Liens for Unpaid Common Charges	FF-25
	Sec. 8—Statement of Common Charges	FF-25
	Sec. 9—Abatement and Enjoinment of Violations by Unit Owners	FF-25
	Sec. 10—Maintenance and Repairs	FF-25
	Sec. 11—Violations of Maintenance Obligations	FF-27
	Sec. 12—Use of Units	FF-28
	Sec. 13—Additions, Alterations or Improvements by Board of Managers	FF-31
	Sec. 14—Additions, Alterations or Improvements by Unit Owners	FF-32
	Sec. 15—Use of Common Elements and Facilities	FF-34
	Sec. 16—Health Club	FF-35
	Sec. 17—Right of Access	FF-35
	Sec. 18—Water Charges and Sewer Rents	FF-35
	Sec. 19—Gas	FF-36
	Sec. 20—Electricity and Steam	FF-36
	Sec. 21—Removal of Garbage and Refuse	FF-37

REEL 1389PG1536

ARTICLE	TITLE	PAGE
VI	Mortgages	FF-37
	Sec. 1—Notice to Board of Managers	FF-37
	Sec. 2—Notice of Unpaid Common Charges or Other Default	FF-37
	Sec. 3—Notice of Default	FF-37
	Sec. 4—Examination of Books	FF-37
VII	Sales, Leases and Mortgages of Units	FF-38
	Sec. 1—Sales and Leases	FF-38
	Sec. 2—Consent of Unit Owners to Purchase of Residential Units by Board of Managers	FF-41
	Sec. 3—No Severance of Ownership	FF-41
	Sec. 4—Release by Board of Managers of Right of First Refusal	FF-41
	Sec. 5—Certificate of Termination of Right of First Refusal	FF-41
	Sec. 6—Financing of Purchase of Units by Board of Managers	FF-42
	Sec. 7—Exceptions	FF-42
	Sec. 8—Gifts and Devises, etc.	FF-42
	Sec. 9—Waiver of Right of Partition with Respect to Such Units as Are Acquired by the Board of Managers, or its Designee, on Behalf of All Unit Owners as Tenants-in-Common	FF-42
	Sec. 10—Payment of Assessments	FF-42
	Sec. 11—Mortgage of Units	FF-43
VIII	Condemnation	FF-43
	Sec. 1—Condemnation	FF-43
IX	Records	FF-44
	Sec. 1—Records and Audits	FF-44
X	Miscellaneous	FF-44
	Sec. 1—Notices	FF-44
	Sec. 2—Invalidity	FF-44
	Sec. 3—Captions	FF-44
	Sec. 4—Gender	FF-45
	Sec. 5—Waiver	FF-45
	Sec. 6—Insurance Trustee	FF-45

ARTICLE	TITLE	PAGE
XI	Amendments to By-Laws and Rights of Declarants	FF-45
	Sec. 1—Amendments to By-Laws	FF-45
	Sec. 2—Declarant's Rights	FF-47
	Sec. 3—Use Changes	FF-47
XII	Conflicts	FF-47
	Sec. 1—Conflicts	FF-47
	Exhibit A—Rules and Regulations	FF-48

FF-1

BY-LAWS
of
THE CORINTHIAN
(330 East 38th Street, New York, New York)

ARTICLE I
Plan of Unit Ownership

Section 1. *Purpose.* The purpose of these By-Laws is to set forth the rules and procedures governing the operation and conduct of The Corinthian (the "Condominium"). The Condominium comprises the land situated in the Borough of Manhattan, City, County and State of New York, more particularly described in Schedule A of the Declaration recorded in the Office of the City Register, New York County, simultaneously herewith, and the Building constructed on said land (the land and Building hereinafter are collectively called the "Property"). The Property has been submitted pursuant to the provisions of Article 9-B of the Real Property Law of the State of New York (hereinafter referred to as the "Condominium Act") by the recording of the Declaration. All Units are hereinafter referred to as "Residential Unit(s)", "Commercial Unit(s)", or "Units".

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 General Common Elements and Limited Common Elements), owned in fee simple and all easements, rights and appurtenances belonging thereto, and all other property, personal or otherwise 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, agents or licensees 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 Exhibit A, each as may be amended from time to time.

The acceptance of a deed or conveyance or the succeeding to title to a Unit (by operation of law or otherwise) or the entering into of a lease or the act of occupancy or acceptance of surrender 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 assumed, accepted, ratified, and will be complied with.

Section 4. *Office.* The office of the Condominium and of the Board of Managers shall be located at the Property.

ARTICLE II

Board of Managers

Section 1. *Number and Qualification.* The affairs of the Condominium shall be governed by a Board of Managers. The Board of Managers shall initially consist of three (3) persons designated by Declarant until their successors shall have been elected by the Unit Owners, including Declarant or its designee, at the first meeting of Unit Owners held pursuant to Section 1 of Article III of these By-Laws, at which meeting a new twelve (12) member Board of Managers shall be installed in accordance with these By-Laws. Of these twelve (12) members, nine (9) shall be elected by the Residential Unit Owners, including Declarant or its designee, and shall be referred to herein as "Residential Members" individually and collectively as the "Residential Committee", and three (3) shall be elected by the Commercial Unit Owner, including Declarant or its designee, and shall be referred to herein as "Commercial Members" individually and collectively as the "Commercial Committee." Notwithstanding the foregoing, the Declarant or its designee shall have the right to elect members of the Board of Managers subject to the provisions of Section 4 of Article II of these By-Laws.

All members of the Board of Managers shall be Unit Owners or spouses of Unit Owners or mortgagees of Units or, in the case of partnership owners or mortgagees, shall be members or employees of such partnership or, in the case of corporate Unit Owners or mortgagees, shall be officers, directors, shareholders or employees of such corporations or, in the case of fiduciary Unit Owners or mortgagees, shall be the fiduciaries or officers or employees of such fiduciaries or, in the case of the Declarant, shall be the designees of the Declarant.

Section 2. *Powers and Duties.* (a) The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by law or by the Declaration or by these By-Laws may not be delegated to the Board of Managers by the Unit Owners. Such powers and duties of the Board of Managers shall include, but shall not be limited to the following:

(i) Operation, care, upkeep and maintenance of the Common Elements (as such term is defined in the Declaration);

(ii) Determination of the General Common Expenses required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the General Common Elements; and determination of the portion of General Common Expenses to be paid by the Residential Unit Owners as part of their Residential Common Charges and the portion of General Common Expenses to be paid by the Commercial Unit Owner as part of its Commercial Common Charges.

(iii) Collection of the Common Charges from the Unit Owners and, to the extent the Units are not separately assessed for real estate taxes, to establish a method for assuring payment of these taxes timely, in accordance with the Offering Plan for Condominium Ownership;

(iv) Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Elements;

(v) Adoption and amendment of rules and regulations covering the details of the operation and use of the General Common Elements and Limited Common Elements, except that no rule or regulation may be adopted in connection with the use or operation of the Commercial Unit or Commercial Limited Common Elements unless consented to in writing by a majority of the Commercial Committee of the Board of Managers;

(vi) Opening and maintaining of bank accounts on behalf of the Condominium and designating the signatories required therefor;

(vii) Purchasing or leasing or otherwise acquiring in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, Residential Units offered for sale or lease by their owners to the Board of Managers;

(viii) Acquiring by surrender or by purchase, Units at foreclosure or other judicial sales in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners;

(ix) Acquiring in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners, rights and interests in real and personal property for use in connection with the ownership and operation of the Property;

(x) Selling, leasing, subleasing Units leased by the Board of Managers, mortgaging, voting the votes appurtenant to (other than for the election of members of the Board of Managers), or otherwise dealing with Units

acquired by, the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners;

(xi) Organizing corporations to act as designees of the Board of Managers in acquiring title to or leasing Units or rights and interests in real and personal property for use in connection with the ownership and operation of the Common Elements on behalf of all Unit Owners;

(xii) Leasing portions of the Common Elements and granting licenses for vending machines;

(xiii) Obtaining insurance, pursuant to the provisions of Article V, Section 2 hereof;

(xiv) Making repairs, additions and improvements to or alterations of the Common Elements (provided the consent of the Commercial Committee is obtained with respect to alterations, additions or improvements to the General Common Elements) and making of repairs to and restoration of the Common Elements 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;

(xv) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the General Common Elements, provided, however, that (A) the consent of at least 70% in number and in Common Interest of the Unit Owners, present in person and/or by proxy and voting at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws, shall be required for the borrowing of any sum in excess of $100,000 for the General Common Elements or if the $100,000 be for the Residential Limited Common Elements or for the Commercial Limited Common Elements, then the required 70% in number shall be of the Residential Unit Owners or Commercial Unit Owners, respectively, and (B) 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. If any sum borrowed by the Board of Managers on behalf of the Condominium pursuant to the authority contained in this paragraph (xv) is not repaid by the Board, a Unit Owner who pays to the creditor such proportion thereof as his interest in the Common Elements bears to the interests in the Common Elements of all the Unit Owners responsible for paying therefor shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against the Unit Owner's Unit;

(xvi) Levying fines against Unit Owners for violations of the rules and regulations governing the operation and use of the Common Elements, except that no fines shall be levied against the Declarant or the owner or tenants of the Commercial Unit except by the consent of at least two of the Commercial Members of the Board of Managers;

(xvii) Adjusting and settling claims under insurance policies obtained pursuant to Article V, Section 2, and executing and delivering releases upon settlement of such claims on behalf of all Unit Owners;

(xviii) Executing, acknowledging and delivering of (i) any declaration or other instrument affecting the Property which the Board of Managers deems appropriate or necessary 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 (ii) any consent, covenant, restriction, easement or declaration affecting the Property which the Board of Managers deems necessary or appropriate;

(xix) Preparing, executing and recording, on behalf of all Unit Owners, as their attorney-in-fact, a restatement of the Declaration and/or these By-laws whenever, the Board of Managers deems it advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the Declaration and/or these By-Laws; and

(xx) Executing, acknowledging and delivering of any document or other instrument necessary to commence, pursue, compromise or settle certiorari proceedings to obtain reduced real estate tax assessments with respect to Units for the benefit and on behalf of each Unit Owner who has given appropriate written authorization, provided that each such Unit Owner indemnifies the Board of Managers from and against all claims, costs and expenses (including, without limitation, reasonable attorney's fees) resulting from such proceedings.

(b) *Residential Committee.* The Residential Committee shall be entitled, to the extent permitted by law, to make determinations and undertake certain of the foregoing tasks on behalf of the Board of Managers, insofar as said determination and tasks affect only the Residential Section and do not adversely affect the Commercial Section. Thus, subject to the foregoing, the determinations and actions the Residential Committee may make, include without limitation, those concerning:

(i) Operation, care, upkeep, maintenance, repair and replacement of the Residential Section;

(ii) The amount of Residential Common Charges in excess of the Residential Unit Owners' share of the General Common Charges as determined by the Condominium Board of Managers;

(iii) Employment and dismissal of the personnel necessary for the maintenance and operation of the Residential Section;

(iv) Ordinary repairs, restorations, additions and improvements to, or alteration of, the Residential Limited Common Elements;

(v) Repairs to and restorations of the Residential Section or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings;

(vi) Enforcing obligations of Residential Unit Owners;

(vii) Opening and maintaining bank accounts on behalf of the Residential Section (with respect to matters within its jurisdiction as provided in these By-Laws) and designating the signatories required therefor; and

(viii) Borrowing money on behalf of the Residential Section when required in connection with the operation, care, upkeep and maintenance of, or the making of repairs, replacements, restorations or additions to or alterations of, the Residential Section or otherwise in connection with any permitted action or activity of the Residential Committee, provided, however, that (A) the consent of at least 70% of all Residential Unit Owners authorized to vote and present in person or by proxy at a meeting duly called and held for such purpose in accordance with these By-Laws, shall be required for any borrowings in excess of the aggregate amount of $100,000 (including the pro rata share of the Residential Section with respect to any borrowing made by the Board of Managers pursuant to Article II, Section 2(a)(xv)) in any one fiscal year (regardless of the balance of any loans outstanding from previous years), (B) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the consent of the Owner of such Unit, and (C) the Commercial Unit Owner will not be liable for repayment of any portion of any such loan. If any sum borrowed by the Residential Committee pursuant to the authority contained in this subparagraph (viii) is not repaid by said Committee, a Residential Unit Owner who pays to the creditor such proportion thereof as his or her interest in the Common Elements bears to

the interest of all Residential Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or any lien which said creditor has filed or has the right to file against such Residential Unit Owner's Unit.

(c) *Commercial Committee.* The Commercial Committee shall be entitled, to the extent permitted by law, and by the Owner of the Commercial Unit(s), to make determinations and undertake certain tasks ascribed to the Board of Managers in Section 2(a) of this Article II, on behalf of the Board of Managers, insofar as said determinations and tasks affect only the Commercial Unit and do not adversely affect the Residential Section. Thus, subject to the foregoing, the determinations and actions the Commercial Committee may make, include without limitation, those concerning:

(i) Operation, care, upkeep, maintenance, repair and replacement of the Commercial Unit and Commercial Limited Common Elements;

(ii) The amount and nature of the costs and expenses in connection with the operation, care, upkeep, maintenance, repair and replacement of the Commercial Unit(s) and Commercial Limited Common Elements to be reflected in the Commercial Common Charges, subject to the right of the Board of Managers to determine fix the commercial Unit Owner's Share of the General Common Charges;

(iii) Opening and maintaining bank accounts on behalf of Commercial Unit Owner(s) (with respect to matters in the Committee's jurisdiction) and designating the signatories required therefor; and

(iv) Borrowing money on behalf of the Commercial Section when required in connection with the operation, care, upkeep and maintenance of, or the making of repairs, replacements, restorations or additions to or alterations of, the Commercial Section or otherwise in connection with any permitted action or activity of the Commercial Committee, provided, however, that (A) the consent of at least 70% of all Commercial Unit Owners authorized to vote and present in person or by proxy at a meeting duly called and held for such purpose in accordance with these By-Laws, shall be required for any borrowings in excess of the aggregate amount of $100,000 (including the pro rata share of the Commercial Section with respect to any borrowing made by the Board of Managers pursuant to Article II, Section 2(a)(xv)) in any one fiscal year (regardless of the balance of any loans outstanding from previous years), (B) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interests in the Common Elements without the consent of the Owner of such Unit and (C) the Residential Unit Owners will not be liable

for repayment of any portion of any such loan. If any sum borrowed by the Commercial Committee pursuant to the authority contained in this subparagraph (iv) is not repaid by said Committee, a Commercial Unit Owner who pays to the creditor such proportion thereof as his or her interest in the Common Elements bears to the interest of all Commercial Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or any lien which said creditor has filed or has the right to file against such Commercial Unit Owner's Unit.

(d) *Action By Residential Committee or Commercial Committee.* Any action required or permitted to be taken by either the Residential Committee or the Commercial Committee pusuant to the provisions of these By-Laws or the Declaration, may, if required, be taken by either the Residential Committee or the Commercial Committee in the name of the Condominium Board which shall upon request, execute, acknowledge and deliver any and all instruments, documents or applications in connection therewith; provided, however, that the party desiring to take such action shall indemnify and hold harmless the other Committee and the Unit Owners in the other's Section from any expense or liability thereof or therefrom.

(e) *Actions Where No Consent Necessary.* Notwithstanding anything to the contrary contained in these By-Laws, (a) no action which is taken or omitted to be taken by or on behalf of the Residential Committee or Residential Unit Owners shall be deemed to adversely affect in any way the Commercial Unit or the use of the Commercial Unit for its permitted purposes and thus shall not require the consent or approval of the Commercial Unit Owner unless the use of any portion of the Residential Section would result in or involve a violation of the provisions of Article V, Section 13, and (b) no action which is taken or omitted to be taken by or on behalf of the Commercial Committee or Commercial Unit Owner shall be deemed to adversely affect in any way the Residential Section or the use of Residential Units for their permitted purposes and thus shall not require the consent or approval of the Residential Committee or Residential Unit Owners unless the use of the Commercial Unit (or any portion thereof) would result in or involve a violation of the provisions of Article V, Section 13.

(f) *Limitations During Period of Declarant Control.* Notwithstanding anything to the contrary contained in these By-Laws, so long as Declarant or its designee shall continue to own at least twenty-five (25%) percent in number and in Common Interest of the Units, but not after five (5) years from the date of conveyance of title to the first Residential Unit, neither the Residential Committee nor the Board of Managers may, without the prior written consent of Declarant or its designee, (i) make any addition, alteration or improvement to the General or Residential Limited Common Elements or to any Unit, or (ii)

assess any Common Charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund (however, Declarant will not unreasonably withhold consent to replace the Reserve for Contingencies fund provided for in Schedule B to the Offering Plan for the Condominium to the extent such assessments are necessary to make expenditures required by law), or (iii) hire any employee in addition to the employees referred to in the Offering Plan, or (iv) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the first closing of title to a Unit, or (v) borrow money on behalf of the Condominium (except where necessary to perform work required to cure violations of law to the extent existing reserves are insufficient). Subject to the foregoing, Declarant or its designee shall have the right to withhold its consent to any of the foregoing actions.

Section 3. *Managing Agent and Manager.* The Board of Managers may employ for the Condominium (and/or for the Residential Section of the Condominium) a managing agent and/or a manager at a compensation established by the Board of Managers (or by the Residential Committee if a Residential Section Managing Agent is employed), to perform such duties and services as the Board of Managers shall authorize, including, but not limited to the duties listed in subdivisions (i), (iii), (iv), (xii) and (xiv) of Section 2, paragraph (a) 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 (ii), (v), (vi), (vii), (viii), (x), (xi), (xv) and (xvii) of Section 2, paragraph (a) of this Article II.

Section 4. *Election and Term of Office.* (a) Except as provided in Section 1 of Article III of these By-Laws, at the first meeting of Unit Owners, the term of office of three (3) members of the Board of Managers shall be fixed at three (3) years or until their successors shall have been elected, the term of office of three (3) Residential Members of the Board of Managers shall be fixed at two (2) years or until their successors shall have been elected and the term of office of three (3) Residential Members of the Board of Managers shall be fixed at one (1) year or until their successors shall have been elected. In addition, the term of office of each of the three (3) Commercial Members of the Board of Managers shall be fixed at one (1) year or until their successors shall have been elected and all successive Commercial Members shall be elected for a term of one (1) year. The nominees to the Residential Committee receiving the highest number of votes shall serve the longest terms. However, if at the first meeting Declarant may appoint a majority of the nine (9) Residential Members in accordance with paragraph (b) of this Section 4 of this Article II of these By-Laws, two (2) of Declarant's appointees shall hold the two (2) year term and three (3) of Declarant's appointees shall hold the one (1) year term. At the expiration of the initial term of office of each Residential Member of the Board of Managers, his successor shall be elected to serve for a term of three (3) years. Notwithstanding

the foregoing, each member of the Board of Managers shall hold office until his respective successor shall have been elected by the Unit Owners.

(b) Notwithstanding the foregoing, so long as the Declarant or its designee shall continue to own (i) at least 50% of the Residential Units, but not after the fifth anniversary of the conveyance of title to the first Residential Unit, the Declarant shall be entitled to appoint a majority of the Residential Members; and (ii) at least two (2) of the Residential Units, the Declarant shall have the right to appoint one (1) Residential Member, and (b) the number of members of the Residential Committee and of the Board of Managers may not be changed without Declarant's consent. At such time as Declarant or its designee may no longer appoint a majority of the Residential Members or shall own less than two (2) Residential Units, Declarant's appointees to the Residential Committee shall relinquish their position at the end of their respective terms and a successor shall be elected by the Residential Unit Owners for a term equal to that of his predecessor. Until such time as Declarant or its designee no longer owns a Residential Unit, the construction or furnishings of the Residential Lobby shall not be changed by the Unit Owners or Board of Managers without the prior consent of Declarant or its designee.

Section 5. *Removal of Members of the Board of Managers.* At any regular or special meeting of Unit Owners, any one or more of (i) the Residential Members (other than a member designated by the Declarant or its designee) may be removed with or without cause by a majority of the Residential Unit Owners and a successor may then and there, or thereafter be elected by the Residential Unit Owners to fill the vacancy thus created and (ii) the Commercial Members (other than a member designated by the Declarant or its designee) may be removed with or without cause by a majority of the Commercial Unit Owners and a successor may then and there, or thereafter be elected by the Commercial Unit Owners to fill the vacancy thus created. Any member of the Board of Managers whose removal has been proposed shall be given an opportunity to be heard at the meeting. If a member of the Board of Managers ceases to be a Unit Owner or mortgagee (or a partner, officer, director, stockholder or employee of a partnership or corporate Unit Owner or mortgagee or fiduciary Unit Owner or mortgagee), unless such member is a designee of the Declarant or its designee, he shall be deemed to have resigned effective as of the date such ownership or mortgage interest ceased.

Section 6. *Vacancies.* Vacancies in the Residential Committee and Commercial Committee of the Board of Managers caused by any reason other than the removal of a member thereof by a vote of the Residential or Commercial Unit Owners, respectively, shall be filled by vote of a majority of the remaining Committee members, respectively, at a special meeting of the respective Committee held for that purpose promptly after the occurrence of any

such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Managers for the remainder of the term of the predecessor member and until a successor shall be elected at the next annual meeting of Unit Owners.

Section 7. *Organization Meeting.* The first meeting of the members of the Board of Managers following each 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, providing a majority of the whole Board of Managers shall be present thereat. The first meeting of the Residential and Commercial Committee shall be held immediately following the first meeting of the Board of Managers.

Section 8. *Regular Meetings.* Regular meetings of the Board of Managers and of the Residential and Commercial Committee 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 or Residential or Commercial Committee, respectively, but at least four such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Managers and Residential or Commercial Committee shall be given to each member of the Board of Managers and Residential or Commercial Committee, by mail or telegram, at least three (3) business days prior to the day named for such meeting.

Section 9. *Special Meetings.* Special meetings of the Board of Managers or Residential or Commercial Committee may be called by the President upon three (3) business days' notice to each member of the Board of Managers or Residential or Commercial Committee, given by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Managers or Residential Committee shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) members of the Board of Managers or Residential Committee, respectively. Special meetings of the Commercial Committee shall be called in like manner and on like notice by any two (2) members.

Section 10. *Waiver of Notice.* Any member of the Board of Managers or Committee may at any time waive notice of any meeting of the Board of Managers or Committee in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Managers or Committee at any meeting of the Board or Committee 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 or Committee are present at any meeting of the Board or Committee, respectively, no notice shall be required and any business may be transacted at such meeting.

Section 11. *Quorums.* (a) Except as otherwise required in these By-Laws, all determinations of the Board of Managers or any Committee shall be made at a meeting of the Board or Committee at which a quorum is present. At all meetings (i) of the Residential Committee a majority of the members thereof, at least one of whom shall be a member designated by the Declarant so long as the Declarant shall have the right to do so and (ii) of the Board of Managers, a majority of the members thereof at least one of whom shall be a Commercial Committee member, shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Residential Committee or Board of Managers, respectively present at a meeting at which a quorum is present shall constitute the decision of the Residential Committee or Board of Managers, respectively. If at any meeting of the Board of Managers or a Committee 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 or any committee thereof may be taken without a meeting if all members of the Board or the committee consent in writing to the adoption of a resolution authorizing such action and the writing or writings are filed with the minutes of the proceedings of the Board or the committee.

(b) When the Residential Committee and the Commercial Committee, each acting in accordance with the provisions of this Article II, have made the same determination as to any matter which is required or permitted to be determined by the Condominium Board, such determination shall constitute the determination of the Condominium Board and no further meeting of the Condominium Board shall be necessary.

Section 12. *Fidelity Bonds.* The Board of Managers shall obtain adequate fidelity bonds for all members of the Board of Managers, officers and employees of the Condominium and the managing agent handling or responsible for Condominium funds. The premiums on such bonds shall constitute a General 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.* The members of the Board of Managers and any Committee shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Board of Managers against all liability to others arising from their acts as, or by reason of the fact that such person was a member of the Board of Managers. 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 within the scope of their authority. 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 interest in the Common Elements bears to the interests of all Unit Owners in the Common Elements. Every agreement made by the Board of Managers or by the managing agent on behalf of the Condominium shall provide that the members of the Board of Managers, or the managing agent, as the case may be, are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that any liability of a Unit Owner thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interests of all Unit Owners in the Common Elements.

Section 15. *Executive Committee.* The Board of Managers may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Managers, at least one of whom shall be designated by the Declarant, so long as the Declarant has the right to designate a Residential Member, and one of whom shall be a Commercial Member. Such Executive Committee shall have and may exercise all the powers of the Board of Managers in the management of the business and affairs of the Condominium during the intervals between the meetings of the Board of Managers insofar as may be permitted by law, except that the Executive Committee shall not have the power (a) to determine the Common Charges and Common Expenses, (b) to adopt or amend the rules and regulations covering the details of the operation and use of the Common Elements, or (c) to exercise any of the powers set forth in subdivisions (vii), (viii), (ix), (x), (xiii), (xiv), (xv) and (xvii) of Section 2, paragraph (a) of this Article II or delegated to the Residential Committee or Commercial Committee.

Section 16. *Other Committees.* The Board of Managers may by resolution create such other committees as it shall deem appropriate and such committees shall have such powers and authority as the Board of Managers shall vest therein. Any such Committee shall consist of a member appointed by Declarant or its designee so long as Declarant or its designee shall have the right to appoint a Residential Member. Unless the provisions of the Declaration or By-Laws

expressly require otherwise, the decisions of any such committee shall be based upon a vote by a majority of the committee members.

Section 17. *Resolutions.* The Residential Committee and Commercial Committee shall each cause to be promptly delivered to the other copies of all resolutions adopted by it affecting the Property.

ARTICLE III

Unit Owners

Section 1. *Annual Meetings.* Within sixty (60) days after the earlier of (i) conveyance of title by Declarant to purchasers of 50% in number and in Common Interest of the Residential Units, or (ii) two (2) years following the first closing of title to a Residential Unit, the Declarant shall call the first meeting of Unit Owners. Thereafter, annual meetings of Unit Owners shall be held on the anniversary of the first meeting unless such date shall occur on a Saturday or Sunday, in which event the meeting shall be held on the succeeding Monday. At such meeting the Residential Members shall be elected by ballot of the Residential Unit Owners, including Declarant or its designee, in accordance with the requirements of Section 4 of Article II of these By-Laws. When Declarant no longer owns two (2) Residential Units, Declarant shall have no further right to appoint any Residential Member. The Unit Owners may transact such other business at such meetings as may properly come before them.

Section 2. *Place of Meetings.* Meetings of the Unit Owners and Residential Unit Owners shall be held at the principal office of the Condominium or at such other suitable place convenient to the Unit Owners and Residential or Commercial Unit Owners as may be designated by the Board of Managers or Residential or Commercial Committee respectively.

Section 3. *Special Meetings.* It shall be the duty of the President (who shall also be the President of the Residential Committee) to call a special meeting of the Unit Owners or Residential or Commercial Unit Owners if so directed by resolution of the Board of Managers, or Residential or Commercial Committee respectively, or upon a petition signed and presented to the Secretary by not less than 25% in Common Interest, in the aggregate, of all Unit Owners with respect to calling a special meeting of all Unit Owners, or 25% in Common Interest, in the aggregate, with respect to calling a special meeting of Residential or Commercial Unit Owners. 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 of the Unit Owners at least ten (10) but not more than forty (40) days prior to such 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. If the purpose of any meeting shall be to act upon a proposed amendment to the Declaration or to these By-Laws, the notice of meeting shall be mailed at least thirty (30) days prior to such meeting. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 5. *Adjournment of Meetings.* If any meeting of Unit Owners cannot be held because a quorum is not present, a majority in Common Interest 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.

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 or in the names of two or more persons, as tenants-in-common or as joint tenants or as tenants by the entirety, or in the name of a corporation or partnership, or in the name of a fiduciary.

Section 8. *Voting.* The owner or owners of each Unit (except the Board of Managers or its designee) or some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner, shall be entitled to cast the votes appurtenant to such Unit at all meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the owner or owners so designating. Any or all of such owners may be present at any meeting of the Unit Owners and may vote or take any other action as a Unit Owner either in person or by proxy (those owning a Unit jointly or in common must act unanimously). The total number of votes of all Unit Owners shall be 1,000,000 and each Unit Owner (including the Declarant or its designee, if the Declarant shall then own one or more Units and the Board of Managers) shall be entitled to cast one vote at all meetings of the Unit Owners for each .0001 per cent of interest in the Common Elements appurtenant to his or their Unit. A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity.

Section 9. *Majority of Unit Owners.* As used in these By-Laws (i) "majority" of Unit Owners shall mean those Unit Owners having more than 50% of the total authorized votes of all Unit Owners, and (ii) "majority" of Residential or Commercial Unit Owners shall mean those Residential or Commercial Unit Owners having more than 50% of the total authorized votes of all Residential or Commercial Unit Owners. In all cases, such majority, present in person or by proxy and voting at any meeting of the Unit Owners or Residential or Commercial Unit Owners, as the case may be, shall be determined in accordance with the provisions of Section 8 of this Article III.

Section 10. *Quorum.* Except as otherwise provided in these By-Laws, the presence in person or by proxy of Unit Owners having one-third of the total authorized votes of all Unit Owners shall constitute a quorum at all meetings of Unit Owners and the presence in person or by proxy of Residential or Commercial Unit Owners having one-third of the total authorized votes of all Residential or Commercial Unit Owners shall constitute a quorom at all meetings of Residential or Commercial Unit Owners.

Section 11. *Majority Vote.* Except where otherwise provided in the Declaration, these By-Laws or by law, a higher percentage vote is required, (a) the vote of a majority of Unit Owners at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purpose, and (b) the vote of a majority of Residential or Commercial Unit Owners at a meeting at which a quorom shall be present shall be binding upon all Residential or Commercial Unit Owners for all purposes.

Section 12. *Action Without Meeting.* (a) Any action required or permitted to be taken by the Unit Owners may be taken without a meeting if the number of Unit Owners required by the Declaration, these By-Laws or applicable law consent in writing to the adoption of a resolution authorizing such action and the writing or writings are filed with the records of the Condominium.

(b) When Residential Unit Owners and Commercial Unit Owners, each acting separately in accordance with this Article III, have made the same determination as to any matter which is required or permitted to be determined by all Unit Owners, such determination shall constitute the determination of all Unit Owners and no joint meeting of all Unit Owners shall be necessary to constitute a determination by all Unit Owners.

ARTICLE IV

Officers

Section 1. *Designation.* The principal officers of the Condominium shall be the President, Vice President, Secretary, Assisant Secretary, Treasurer, and Assistant Treasurer, all of whom (except the Assistant Secretary and Assistant Treasurer) shall be elected by the Board of Managers. All officers except the Assistant Treasurer, Assistant Secretary and the Secretary must be Residential Unit Owners. The President, Vice-President and Treasurer must be members of the Residential Committee as well, and shall hold the same offices with respect to the Residential Section. The Secretary may be a Residential Unit Owner or may be an employee of the Managing Agent, but in any event need not be a member of the Board of Managers and shall not be appointed Secretary with respect to both the Residential Section and the Condominium. The Assistant Secretary and Assistant Treasurer shall be appointed by the Commercial Unit Owner or the Commercial Committee, and need not be a Unit Owner. The Board, or the Residential Committee, as the case may be, may appoint such other officers as in its judgment may be necessary.

Section 2. *Election of Officers.* The officers of the Condominium shall be elected annually by 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 a majority 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. 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 and the Residential Committee. He shall preside at all meetings of the Unit Owners, Board of Managers, Residential Unit Owners and Residential Committee. Subject to the provisions of these By-Laws, he shall have all of the general powers and duties which are incident to the office of president of a 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.

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 or the Residential Committee as the case may be, shall appoint some other member of the Board of Managers or Residential Committee 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.

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 corporation organized under the Business Corporation Law of the State of New York.

Section 7. *Assistant Secretary.* The Assistant Secretary shall assist the Secretary as necessary with respect to items concerning the Condominium generally, and shall have responsibility for all books and records (other than financial books and records) affecting the Commercial Section.

Section 8. *Treasurer.* The Treasurer of the Condominium shall also be the Treasurer of the Residential Committee and shall have the responsibility for Condominium and Residential Section funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He shall be responsible for the deposit of all monies and other valuable effects in the name of the Board of Managers, or the Residential Committee or the managing agent, in such depositories as may from time to time be designated by the Board of Managers, or the Residential Committee and he shall perform, in general, all the duties incident to the office of treasurer of a

corporation organized under the Business Corporation Law of the State of New York.

Section 9. *Assistant Treasurer.* The Assistant Treasurer shall assist the Treasurer as necessary with general Condominium funds and accounting, but generally shall have responsibly for keeping full and accurate financial records showing all receipts and disbursements for the Commercial Section.

Section 10. *Agreements, Contracts, Deeds, Checks, etc.* All agreements, contracts, deeds, leases, checks and other instruments of the Condominium or Residential or Commercial Committee, as the case may be, shall be executed by any two officers of the Condominium, or by such other person or persons as may be designated by the Board of Managers or the Residential or Commercial Committee.

Section 11. *Compensation of Officers.* No officer shall receive compensation from the Condominium for acting as such. The provisions of this Section 11 of this Article IV shall not be amended so long as Declarant shall own more than 50% of the Units.

ARTICLE V

Operation of the Property

Section 1. *Determination of Common Expenses and Fixing of Common Charges.* (a) Except as otherwise provided herein, the Board of Managers shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of the General Common Charges payable by the Unit Owners to meet the General Common Expenses of the Condominium and determine the portion of General Common Expenses to be paid by the Residential Unit Owners as part of its Residential Common Charges and the portion of General Common Expenses to be paid by the Commercial Unit Owner(s) as part of its Commercial Common Charges, according to their respective Common Interests. The General Common Expenses shall include, among other things, 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 V. The General 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, an amount for working capital of the Condominium for a general operating reserve, for a reserve fund for replacement, and to make up any deficit in the General Common Expenses for any prior year.

(b) The Board of Managers or any of its committees shall advise all Unit Owners promptly, in writing, of the amount of General Common Charges, Residential Common Charges or Commercial Common Charges, if applicable, payable by each of them, respectively, as determined by the Board of Managers, as aforesaid, and shall furnish to all Unit Owners copies of each budget upon which such Common Charges and Expenses are based. That portion of the Common Charges which is allocated by the Board of Managers to principal payments on indebtedness or for capital improvements shall be treated upon the books of the Condominium as capital contributions.

The Declarant or its designee shall be responsible for the Common Charges assessed against a Residential or Commercial Unit owned by it from the date of the first conveyance of title to a Residential Unit, until such Unit is sold to a bona fide purchaser.

(c) Notwithstanding the Residential Unit Owners' share of the General Common Expenses and except as otherwise provided herein, all costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of and any alteration, addition or improvement to Residential Limited Common Elements ("Residential Common Expenses") may be determined by the Residential Committee and shall be borne solely by the Residential Unit Owners. Residential Common Expenses may include, without limitation, such amounts as the Residential Committee, may require for the purchase, lease or sublease by the Board of Managers or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, of any Residential Unit whose owner has elected to sell, lease, transfer or convey such Unit. Residential Common Expenses shall also include all such other items provided for in the Declaration or these By-Laws to be Residential Common Expenses. The Residential Committee shall from time to time and at least annually prepare a budget to meet Residential Common Expenses and shall allocate and assess among the Residential Unit Owners, pro rata in accordance with their respective Common Interests (except as otherwise provided in the Declaration or these By-Laws), charges ("Residential Common Charges") to meet (a) Residential Common Expenses and (b) the Residential Unit Owners' pro rata share of the General Common Expenses. The Residential Committee shall promptly advise all Residential Unit Owners, in writing, of the amount of Residential Common Charges payable by each of them and shall furnish to all Residential Unit Owners, copies of each budget upon which such Residential Common Charges are based.

(d) Except as otherwise provided herein, all costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of and any alteration, addition or improvement to, the Commercial Limited Common Elements ("Commercial Common Expenses") may be

determined by the Commercial Committee and shall be borne solely by the Commercial Unit Owner(s).

Section 2. *Insurance.* The Board of Managers shall be required to obtain and maintain, to the extent obtainable and to the extent determined by the Board of Managers to be appropriate or relevant, the following insurance: (1) fire insurance with extended coverage, vandalism and malicious mischief endorsements insuring the Building (including all structural elements of the Units and the bathroom and kitchen fixtures installed therein by Declarant, partitions, floors and ceilings within the Units, but not including furniture, furnishings, kitchen appliances or other personal property supplied or installed by Unit Owners or tenants of Unit Owners), together with all service machinery contained therein, and covering the interests of the Condominium, the Board of Managers, and all Unit Owners and their mortgagees, as their interests may appear, in an amount equal to the full replacement value of the Building (exclusive of the cost of excavation and foundations), without deduction for depreciation; each of said policies shall contain a New York standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee hereinafter set forth; (2) rent insurance covering the Common Charges payable by the Unit Owners; (3) worker's compensation insurance for Condominium employees; (4) boiler and machinery insurance; (5) water damage legal liability insurance; (6) Officers' and Directors Liability Insurance; (7) Fidelity Insurance covering the Managing Agent and all employees and members of the Board of Managers who handle Condominium funds; and (8) such other insurance as the Board of Managers may determine necessary or prudent. The proceeds of all policies of physical damage insurance will be payable to the Board of Managers if $100,000 or less, and to a bank, trust company or savings and loan association designated by the Board of Managers as the "Insurance Trustee", if more than $100,000, in accordance with the terms of these By-Laws, to be applied for the purpose of repairing, restoring or rebuilding the Building unless otherwise determined by the Unit Owners as hereinafter set forth. No portion of the insurance proceeds shall be applied to the payment of the mortgage indebtedness of any Unit Owner unless the Unit Owners determine not to repair, restore or rebuild the Building.

The amount of fire insurance to be maintained until the first meeting of the Board of Managers following the first annual meeting of the Unit Owners shall be at least in the sum of $80,000,000.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, or of pro-rata reduction of liability, and

shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days' prior written notice to all of the insureds, including all mortgagees of Units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of Units at least ten (10) days prior to expiration of the then current policies and each Unit Owner shall receive a certificate of such insurance. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Managers shall 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.

The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Managers may from time to time determine, covering each member of the Board of Managers, the managing agent, the manager, and each Unit Owner. Such public liability coverage shall also cover cross liability claims of one insured against another. The Board of Managers shall review such limits once each year. Until the first meeting of the Board of Managers following the first annual meeting of the Unit Owners, umbrella public liability insurance shall be in a single limit of $30,000,000 covering all claims for bodily injury or property damage arising out of one occurrence and in a limit of $1,000,000 for each occurrence for water damage legal liability claims.

The Commercial Unit Owner shall obtain and keep in full force and effect during the period of its ownership a policy of comprehensive general public liability and property damage insurance with a broad form contractual liability endorsement under which the insurance company waives subrogation, the Commercial Unit Owner is named as the insured, the Board of Managers as agent for the Unit Owners is named as an additional insured, and under which the insurer agrees to indemnify and hold the Board harmless from and against all cost, expense and/or liability arising out of or based upon any and all claims, accidents, injuries and damages caused by the Commercial Unit Owner's conduct and/or use or misuse of the Commercial Unit and any Commercial Limited Common Element appurtenant thereto. Such policy shall contain a provision that no act or omission of the Commercial Unit Owner shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained and shall be non-cancellable with respect to the Board without thirty (30) days' prior written notice to the Board by certified mail, return receipt requested, which notice shall contain the policy number and the names of the insureds. A certificate thereof shall be delivered to the Board. Failure to deliver said certificate shall not absolve the Commercial Unit Owner of liability or

render the Board liable. The minimum limits of liability shall be a combined single limit with respect to each occurrence in an amount of not less than $1,000,000 for injury or death and damage to property. All insurance required to be carried by the Commercial Unit Owner pursuant to the terms of the Declaration and/or By-Laws shall be effected under valid and enforceable policies issued by reputable and independent insurers admitted and licensed to do business in the State of New York.

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

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 such damage or destruction shall give a Unit Owner or lienor a right of partition as provided by the Condominium Act), the Board of Managers shall arrange for the prompt repair and restoration of the Building (including any damaged Units, and any kitchen or bathroom fixtures installed therein, and partitions, floors and ceilings within the Unit, but not including any wall, ceiling or floor decorations or coverings or furniture, furnishings, fixtures, appliances or equipment supplied or installed by Unit Owners or tenants of Unit Owners) and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a General Common Expense and the Board of Managers may assess all the Unit Owners for such deficit as part of the Common Charges.

If, as the result of damage to or destruction of the Building by fire or other casualty, the Property becomes subject to an action for partition at the suit of any Unit Owner or lienor as if owned in common, in accordance with the provisions of the Condominium Act, the Property will not be repaired and the net proceeds of sale, together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds) shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among all the Unit Owners in proportion to their respective Common Interest, 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.

Section 4. *Payment of Common Charges.* Each Unit Owner shall be obligated to pay the Common Charges allocated to his Unit pursuant to the provisions of Section 1 of this Article V at such time or times as the Board of Managers shall determine. Residential Unit Owners shall be obligated to pay Residential Common Charges. Commercial Unit Owners shall be obligated to pay Commercial Common Charges.

No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against his Unit subsequent to a sale, transfer or other conveyance by him (made in accordance with the provisions of Section 1 of Article VII of these By-Laws) of such Unit, together with the Appurtenant Interests, as defined in Section 1 of Article VII hereof. In addition, any Unit Owner may, subject to the terms and conditions specified in these By-Laws, provided that his Unit is free and clear of liens and encumbrances other than a permissible mortgage and the statutory lien for unpaid Common Charges, convey his Unit, together with the "Appurtenant Interests", to the Board of Managers, or its designee, corporate or otherwise, on behalf of all other Unit Owners, and in such event be exempt from Common Charges thereafter assessed. A purchaser of a Unit shall be liable for the payment of Common Charges assessed against such Unit prior to the acquisition by him of such Unit, except that a first mortgagee or other purchaser of a Unit from a first mortgagee 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 (except for Common Charges due prior to the date of the first mortgage).

Section 5. *Collection of Assessments.* The Board of Managers shall assess Common Charges against the Unit Owners from time to time and at least annually and shall take prompt action to collect any Common Charges due from any Unit Owner which remains unpaid for more than (30) days from the due date for payment thereof.

Section 6. *Default in Payment of Common Charges.* In the event of default by any Unit Owner in paying to the Board of Managers the Common Charges or any assessment as determined by the Board of Managers, such Unit Owner shall be obligated to pay interest at the maximum rate permitted by law on such Common Charges or assessments from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Board of Managers in any proceeding brought to collect such unpaid Common Charges or assessments. The Board of Managers shall have the right and duty 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 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.

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 his 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, vote the votes appurtenant to (other than for the election of members of 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.

Section 8. *Statement of Common Charges.* The Board of Managers (or a managing agent on its behalf) shall promptly provide any Unit Owner with a written statement of all unpaid Common Charges due from such Unit Owner upon written request therefor.

Section 9. *Abatement and Enjoinment of Violations by Unit Owners.* 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 (a) upon reasonable notice to the Unit Owner, to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provision hereof (provided, however, 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); or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 10. *Maintenance and Repairs.* (a) All maintenance of and repairs to any Unit, structural or nonstructural, ordinary or extraordinary (other than maintenance of and repairs to any Common Elements contained therein and not necessitated by the negligence, misuse or neglect of the Owner of such Unit) shall be made by the Owner of such Unit. Each Unit Owner shall be responsible for all damages to any and all other Units and/or to the Common Elements that occur as a result of his failure to perform such maintenance and repairs.

(b) All painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary, to the General Common Elements or Residential Limited Common Elements, whether located inside or outside of the Units, shall be made by the Board of Managers if concerning a General Common Element, or the Residential Committee if concerning a Residential Limited Common Element, and shall be charged to all the Unit Owners as a General Common Expense if concerning a General Common Element, or to the Residential Unit Owners as a Residential Common Expense if concerning the Residential Limited Common Elements (unless necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner). Notwithstanding the foregoing, Residential Unit Owners shall paint, decorate and generally maintain the Unit side of the door to their Unit opening onto the public corridor and any Special Residential Limited Common Elements.

(c) The interior and exterior surfaces of all exterior windows located in a Residential Unit and in the Commercial Unit, are to be cleaned by the Unit Owner at the Unit Owner's expense. Broken exterior windows in a Unit shall be replaced by the Board of Managers at the Unit Owner's sole cost and expense, unless the breakage was caused by the Board of Managers or its agents, in which case replacement shall be by the Board at its sole cost and expense.

(d) (i) The Commercial Unit Owner, at its expense, shall keep the Commercial Unit in good order, shall cause the Commercial Unit, the street level entrance door or doors and all street level glass surfaces and any service entrance area to be cleaned at regular intervals (but not less frequently than weekly), shall not at any time sweep any refuse, rubbish or dirt into the gutters or streets, and shall cause any portions of the Commercial Unit used for storage, preparation, service or consumption of food or beverages to be exterminated against infestation by vermin, roaches or rodents regularly, and in addition, whenever there shall be evidence of any infestation.

(ii) If the Commercial Unit Owner shall use any portion of the Commercial Unit as a restaurant, food market or otherwise for the sale of food or beverages, whether for consumption within or without the Commercial Unit, said Unit Owner shall install, maintain and keep clean, at the Unit Owner's sole cost and expense, a refrigerated garbage room in which refuse shall be stored until removed from the Building and shall cause all refuse and rubbish in the Commercial Unit to be stored in sealed, watertight, metal containers having rubber wheels and bumpers fashioned so as to prevent damage to the Commercial Unit and the Building, and to be removed daily from the Commercial Unit and the Building, and shall not suffer or permit said Commercial Unit Owner's employees or any persons making deliveries to or from the Commercial Unit or removing refuse and rubbish therefrom, to leave

any food, refuse and rubbish containers or other matter standing upon the streets or sidewalks adjacent to the Building. If the Commercial Unit Owner shall fail to comply with the foregoing provisions of this paragraph, the Board of Managers, in addition to all other remedies provided in the Declaration and By-Laws, may remove any food, refuse and rubbish containers and other matter so left standing at the Unit Owner's expense, without any liability on the part of the Board of Managers therefor. If the Commercial Unit shall have an appurtenant service entrance, said Unit Owner shall cause all deliveries to and from the Commercial Unit and refuse and rubbish removal to be made through such service entrance.

(e) All painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary, in or to the Commercial Limited Common Elements (except any Special Commercial Limited Common Elements) will be made by the Commercial Committee and charged as a Commercial Common Expense, unless otherwise provided in these By-Laws or necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner).

Section 11. *Violations of Maintenance Obligations.* (a) In the event any Residential Unit Owner, after receipt of written notice from the Board of Managers or Residential Committee, fails or neglects in any way to perform any obligations with respect to the painting, decorating, maintenance, repair or replacement of his or her Unit as provided in this Article V or of any Common Element for which such Unit Owner is responsible under the Declaration or these By-Laws, the Residential Committee may perform or cause to be performed such painting, decorating, maintenance, repair or replacement unless such Residential Unit Owner, within five (5) days after receiving notice of such default by the Residential Committee, cures such default, or in the case of a default not reasonably susceptible to cure within such period, commences and thereafter prosecutes to completion, with due diligence, the curing of such default. All sums expended and all costs and expenses incurred in connection with the making of any such painting, decorating, maintenance, repair or replacement in such Residential Unit Owner's Unit, together with interest thereon at the rate of 2% per month (but in no event in excess of the maximum rate permitted by law), shall be immediately payable by such Residential Unit Owner to the Board of Managers and shall, for all purposes hereunder, constitute a Residential Common Charges payable by such Residential Unit Owner.

(b) In the event that a Commercial Unit Owner fails or neglects in any way to perform any obligation with respect to the repair or replacement of any part of the Commercial Unit, the Board of Managers may, but shall not be obligated to, perform or cause to be performed any such repair or replacement provided

that (i) the Board of Managers gives the Commercial Unit Owner written notice that such repair or replacement is necessary and that the Condominium Board will complete such repair or replacement in the event the Commercial Unit Owner does not promptly act or complete the repair or replacement, and (ii) in the event the Board of Managers shall make such repair or replacement, it shall be at the expense of the Board of Managers which shall then submit a bill for reimbursement to the Commercial Unit Owner. The Board of Managers shall have the right, in the event that the Commercial Unit Owner disputes the amount of such payment or liability of the Commercial Unit Owner to pay same, to submit such dispute to arbitration. If the Commercial Unit Owner has disputed the bill, the Commercial Unit Owner shall pay the cost of such repair or replacement only after a determination by arbitration, provided that such arbitration determines that (i) the cost of such repair or replacement was reasonable, (ii) the Commercial Unit Owner failed to perform such repair or replacement, and (iii) the repair or replacement was required to be performed by the Commercial Unit Owner. In the event that such repair or replacement is made by the Board of Managers, the Board of Managers shall indemnify the Unit Owner and hold it harmless from and against any claims, costs, expenses or liabilities whatsoever, including counsel fees, in any way incurred by the Commercial Unit Owner in connection with the completion of such repair or replacement by the Board of Managers or any defect therein (but not for the existence of the condition requiring such repair or replacement).

Section 12. *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) The Residential Units shall be used for dwelling purposes only, except that (i) to the extent permitted by law, home occupation and other ancillary uses are permitted, (ii) while the Declarant owns any Residential Unit, the Declarant shall have the right to use such Residential Unit for general and sales office purposes, as models and for other promotional purposes in connection with the sale or lease of Residential Units of the Condominium, (iii) a Residential Unit may only be used for professional offices with the prior written consent of the Board of Managers, which shall not be unreasonably withheld, unless such use is prohibited by law, and (iv) the Commercial Unit shall be used for any legal business or professional purpose consistent with applicable zoning and Building laws, codes, or regulations and any private covenants and restriction affecting the Property. The Commercial Unit shall not be used for any obscene or pornographic purposes or any sort of commercial sex establishment. The owner or lessee of a Commercial Unit shall not (a) bring, permit or sell any obscene or pornographic material in any Commercial Unit, (b) permit or conduct any obscene, nude, or seminude performance in any Commercial Unit, (c) permit,

conduct or use any Commercial Unit for nude modeling, rap sessions, or for the sale of sex-related paraphernalia or as a sex club of any sort, or as a massage parlor or permit or conduct any use similar to those specifically prohibited as above described;

(b) The Property shall only be used for its intended purposes as provided hereunder and in the Declaration. The use of the Residential Section of the Building as residences by Residential Unit Owners shall not be deemed to be objectionable by the Commercial Unit Owners or Board of Managers and any lawful use of the Commercial Unit shall not be deemed to be objectionable by the Residential Unit Owners or the Board of Managers;

(c) 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, whoever shall be responsible to maintain or repair, that portion of the Property to which such violations relate;

(d) No portion of any Residential Unit (other than the entire Residential Unit) may be rented and no transient tenants may be accommodated therein, provided, however, that a Residential Unit Owner may permit his Unit to be occupied by his employees, guests and designees without the consent of the Board of Managers or the Residential Committee if no rent or other financial consideration is paid by the employees, guests or designees to the Unit Owner in connection with the use of the Unit. The Residential Unit Owner shall be responsible for the conduct and actions of his employees, guests and designees;

(e) Rules, regulations and By-Laws concerning the Residential Units and the Residential Limited Common Elements may be promulgated and amended from time to time by the Residential Committee provided that copies are furnished to each Unit Owner not less than five (5) days prior to the time that they become effective. Any residential rule or regulation may be rescinded by vote of 70% of the Residential Unit Owners at a meeting duly called for that purpose. Rules, regulations and By-Laws affecting the Commercial Unit may be promulgated, amended and rescinded only by unanimous consent of all Members of the Commercial Committee of the Board of Managers. The initial rules and regulations are attached hereto as Exhibit A;

(f) The Commercial Unit Owner, at its sole expense, shall comply with all laws, orders and regulations of federal, state and municipal authorities and with any direction of any public officer or officers, pursuant to law, and all rules,

orders, regulations or requirements of the New York Board of Fire Underwriters, or any other similar body which shall impose any violation, order or duty upon the Condominium, its Board of Managers or the Commercial Unit Owner, with respect to said Commercial Unit as a result of (i) any authorized or unauthorized use or occupation thereof by said Unit Owner or its tenants, or (ii) the conduct by the Commercial Unit Owner of its business in the Commercial Unit in a manner different from the ordinary and proper conduct of such business. The Commercial Unit Owner shall not do or permit to be done any act or thing in or upon the Commercial Unit or Common Elements of the Condominium which will invalidate or be in conflict with any insurance policies covering the Condominium and fixtures and property therein, and shall not do, or permit anything to be done in or upon the Commercial Unit, or bring or keep anything therein, except as now or hereafter permitted by the New York City Fire Department, New York Board of Fire Underwriters, New York Fire Insurance Rating Organization or other authority having jurisdiction;

(g) The Commercial Unit Owner shall not at any time use or occupy or suffer or permit anyone to use or occupy the Commercial Unit or do anything in the Commercial Unit or the Building, or suffer or permit anything to be done in the Commercial Unit or the Building, in violation of any temporary or permanent certificate of occupancy issued for the Unit and/or the Building, and in the event that any Department of the City or State of New York shall at any time contend and/or declare by notice, violation, order or in any other manner whatsoever that the Commercial Unit is used for a purpose which is a violation of such certificate of occupancy, the Commercial Unit Owner shall, upon ten (10) days' written notice from the Board of Managers, immediately discontinue such use of the Commercial Unit unless such Unit Owner shall be contesting by bona-fide claim, the propriety of such claim and no Unit Owner or member of the Board of Managers shall be subject to criminal prosecution as a result thereof and the Residential Unit Owners are not prohibited from using their Units as a result thereof; and

(h) The Commercial Unit Owner shall not install in or on the Commercial Unit any store front or exterior signs or decorations utilizing moving parts and flashing, oscillating or moving lights, or lighting of variable intensities, unless the Board of Managers shall have approved the Unit Owner's plans for any such installation. In addition, the Commercial Unit Owner may not install or erect any signs or exterior decorations or advertisements in or on the General Common Elements of the Condominium unless the Board of Managers shall have given prior written approval to such installation or use of the General Common Elements. The Board of Managers' approval in both of the foregoing regards may not be unreasonably withheld or delayed. The Commercial Unit Owner must maintain its signs, awnings and exterior decorations in good condition and repair at all times.

Section 13. *Additions, Alterations or Improvements by Board of Managers.* (a) Whenever in the judgment of the Board of Managers the General Common Elements shall require additions, alterations or improvements costing in excess of $100,000, and the making of such additions, alterations or improvements shall have been approved by 70% in number and in Common Interest of all Unit Owners present in person and/or by proxy and voting at a meeting duly held in accordance with these By-Laws (and by the holders of Unit first mortgages, if such approval is required), the Board of Managers shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a General Common Charge. Any additions, alterations or improvements to the General Common Elements costing $100,000 or less may be made by the Board of Managers without approval of the Unit Owners, or the holders of Unit first mortgages and the cost thereof (unless paid from the contingency fund) shall constitute part of the General Common Expenses payable by the Unit Owners.

(b) Whenever in the judgment of the Residential or Commercial Committee, the Residential or Commercial Limited Common Elements shall require additions, alterations or improvements costing in excess of $100,000 and the making of such additions, alterations or improvements shall have been approved by 70% in number and in Common Interest of the Residential or Commercial Unit Owners, as the case may be, present in person and/or by proxy and voting at a meeting duly held in accordance with these By-Laws (and by the holder of Unit first mortgages, if such approval is required), the Board of Managers shall proceed with such additions, alterations or improvements and shall assess all Residential or Commercial Unit Owners, as the case may be, for the costs thereof as a Residential or Commercial Common Charge. Any addition, alteration or improvement to the Residential Limited Common Elements costing $100,000 or less may be made by the Board of Managers without approval of the Residential or Commercial Unit Owners or the holders of Unit First Mortgages provided the Residential or Commercial Committee has approved such addition, alteration or improvement, and the cost thereof shall constitute part of the Residential or Commercial Common Expenses payable only by the Residential or Commercial Unit Owners, as the case may be.

(c) So long as the Declarant or its designee shall own at least two (2) Units, the Board of Managers may not make any addition, alteration or improvement to the General Common Elements without the Declarant's or its designee's prior written consent, which consent shall not be unreasonably withheld.

Section 14. *Additions, Alterations or Improvements by Unit Owners.* No Residential Unit Owner shall install any appliance or make any structural addition, alteration or improvement in or to his Residential Unit without the prior written consent thereto of the Residential Committee. The Residential

Committee shall have the obligation to answer any written request by a Residential Unit Owner for approval of a proposed installation or structural addition, alteration or improvement in such Unit Owner's Residential Unit within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Residential Committee to the proposed installation, addition, alteration or improvement except that the passage of time shall not constitute approval for the installation of a clothes washing or drying appliance. Any application to any department of The City of New York, or to any other governmental authority for a permit to make an installation, addition, alteration or improvement in or to any Residential Unit shall be executed by the Board of Managers only, without, however, incurring any liability on the part of the Board of Managers or any of them to any contractor, subcontractor, materialman, architect or engineer on account of such installation, addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this Section 14 shall not apply to a Residential Unit owned by Declarant or its designee.

The Declarant or its designee, shall have the right, without the consent of the Board of Managers, other Unit Owners or the holders of Unit mortgages, to (i) make alterations, additions or improvements, structural and non-structural, ordinary and extraordinary, interior and exterior, in, to and upon any Unit owned by it; (ii) change the layout or number of rooms in the Unit; (iii) change the size and/or number of such Units by subdividing a Unit, combining separate Units (including those resulting from such subdivision or otherwise) into one or more Units, altering the boundary walls between Units or otherwise and (v) reapportion among the Units affected by such change their appurtenant interests in the Common Elements, provided, however, that in each instance there shall be compliance with any and all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom.

The Declarant and every subsequent owner of a Commercial Unit (or Units, if it be subdivided) shall have the right, without the consent of the Board of Managers, other Unit Owners, or the holders of mortgages on any other Units, to (a) make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon their respective Units, (b) alter or improve his Special Commercial Limited Common Elements; (c) subdivide the Commercial Unit into single Units and recombine Units resulting from such subdivision; and (d) alter any boundary walls between one or more subdivided Commercial Units, provided, however, that in each instance the Commercial Unit Owner shall comply, if applicable, with all laws, ordinances and regulations of all governmental authorities having

jurisdiction and shall agree to hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom, except that any Commercial Unit Owner must also receive the consent of the Commercial Committee of the Board of Managers, which consent may not be unreasonably withheld or delayed. If Commercial Unit(s) are subdivided, recombined, or boundary walls altered, the Owners thereof shall have the right, without the consent of the Board of Managers, other Unit Owners, or the holders of mortgages on other Units, to apportion among the resulting Units their appurtenant interests in the Common Elements.

If any Commercial Unit is subdivided, (i) a dividing wall or walls shall be deemed Special Commercial Limited Common Elements for the exclusive use of the Unit Owners whose Units are separated by such walls and shall be maintained, repaired and replaced by the Owners of the subdivided Units at their sole cost and expense and as their joint and several obligation, and (ii) all drains, flues, vents, condensate and refrigerant lines and other mechanical fixtures and equipment (except fixtures and equipment installed by the Owner of a subdivided Unit or a tenant of such Owner) used in common by two or more Unit Owners shall be maintained, repaired and replaced by the Owners of such subdivided Units at their sole cost and expense and as their joint and several obligation.

Any Residential Unit Owner who has acquired his Unit from the Sponsor or its designee shall have the right without consent of the Board of Managers, other Unit Owners, or the holders of Unit Mortgages, to (i) make alterations, additions or improvements, structural and non-structural, ordinary and extraordinary, in, to and upon any Unit owned by it; (ii) change the layout or number of rooms in the Unit; (iii) change the size and/or number of such Units by subdividing a Unit, combining separate Units (including those resulting from such subdivision or otherwise) into one or more Units, altering the boundary walls between Units or otherwise, and (iv) reapportion among the Units affected by such change their appurtenant interests in the Common Elements, provided, however, that in each instance the Unit Owner (a) shall comply with any and all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom; (b) shall only make such changes as shall be reasonably required to restore, including to subdivide or recombine the Unit(s) to the configuration and finish orginally required in accordance with the Plans and Specifications contained in the Plan, as prepared by Sponsor and which were modified by Sponsor or its designee to accommodate the Residential Unit Owner's request for changes therein in connection with the initial occupancy; and (c) shall comply with the reasonable rules and regulations of the Residential Committee with respect to performance

of such work in the Residential Section by any Unit Owner (except that consent to such work shall not be required).

The Board of Managers will sign any application or other document required to be filed with any governmental authority having or asserting jurisdiction in connection with the foregoing, provided neither the Board of Managers nor the Unit Owners are subject to any expense which is not reimbursed upon signing such application or other documents.

Section 15. *Use of Common Elements and Facilities.* (a) A Unit Owner shall not place or cause to be placed in the lobbies, vestibules, public halls, stairways, elevators or other Common Elements or common facilities, other than the areas designated as storage areas, any furniture, packages or objects of any kind. The lobbies, vestibules, public halls, stairways and elevators shall only be used for normal transit.

(b) Residential Unit Owners shall require their tradesmen to utilize exclusively, the elevators designated by the Residential Committee for transporting packages, merchandise or any other objects which may affect the comfort or well-being of the passengers of the elevators used for transportation of owners, residents and their invitees.

(c) The Common Elements and facilities shall be used only for their intended purposes. No Residential Unit Owner shall make any addition, alteration, improvement or change in or to any Common Element without the prior written consent of the Residential Committee (and the holders of Unit mortgages, if required).

(d) So long as the Declarant owns any Unit, the Declarant shall have the right to maintain general and sales offices on or about the Property, to have the Declarant's employees present on the Property, to use the Common Elements and to do all things necessary or appropriate to sell Units located at the Property, including but not limited to the right to erect and maintain signs on exterior portions of the Building and elsewhere on the Property, but the Declarant shall be obligated to repair and maintain the portions of the Property used by the Declarant for such purpose for so long as such use shall continue.

Section 16. *Health Club.* The Corinthian Club, designated on the floor plans for the 4th floor as the Health Club, will be a Residential Limited Common Element and the costs and expenses therefor shall be paid as a Residential Common Expense. All Residential Unit occupants may use the Health Club. However, in the event a Residential Unit Owner leases his Unit in accordance with these By-Laws, the Residential Unit Owner may not (but his tenant may) use the Health Club during the term of such lease.

In addition to the foregoing, up to 100 employees of and designated by tenants of the Commercial Unit may use the Health Club provided that for each such individual user, the Commercial Unit Owner shall pay, or cause to be paid, to the Residential Committee an amount equal to twice the estimated annual cost of operating the Health Club (as set forth in the then current budget) divided by 863. The Residential Committee shall pass no rules or regulations which discriminate against the Commercial Unit Owner or its tenants or their designees with respect to use of the Health Club.

Notwithstanding anything to the contrary contained in this Article V, Section 16 of these By-Laws, the Health Club shall at all times be operated in accordance with all applicable laws, regulations and ordinances. The provisions of this Section shall not be changed without the consent of the Commercial Committee.

Section 17. *Right of Access.* All Unit Owners shall grant the Managing Agent and/or any other person authorized by the Board of Managers or the Managing Agent a right of access to his Unit, for the purpose of making inspections or for the purpose of correcting any condition originating in his Unit and which threatens 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 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 entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

Section 18. *Water Charges and Sewer Rents.* Water shall be supplied to all of the Units and to the Common Elements through a master meter. The Board of Managers shall pay as a General Common Expense, the cost of water supplied to all Residential Units and used in connection with the Common Elements, together with all related sewer rents arising therefrom, promptly after the bills for same shall have been rendered. This cost shall be shared between the Residential Unit Owners and the Commercial Unit Owner on the basis of their respective Common Interest. However, if the use of the Commercial Unit shall be other than for office space, then the Board of Managers may allocate the cost of water and sewer between the Residential Unit Owners and the Commercial Unit Owner on a basis other than as contemplated hereby, provided that (i) such new method is consistent with a report setting forth a reasonable and fair allocation to be furnished by an engineer selected by the Commercial Committee with the consent of the Board of Managers, which consent may not be unreasonably withheld, and (ii) the Commercial Unit Owner may at its sole option and expense, install a separate meter for all water consumed by it. If

such separate meter is installed, the Commercial Unit Owner shall no longer pay for a portion of the cost of any water with the Residential Unit Owners. The cost of the engineer furnishing such report shall be a General Common Expense. In the event of a proposed sale of a Unit by the Owner thereof, the Board of Managers (or the managing agent on its behalf) on request of the selling Unit Owner shall execute and deliver to the purchaser of such Unit or to the purchaser's title insurance company, a letter agreeing to pay all charges for water and sewer rents affecting the Unit as of the date of closing of title to such Unit and payable by the Board of Managers, promptly after such charges shall have been billed by the City Collector.

Section 19. *Gas.* Gas shall be supplied to the Residential Units and the Residential Common Elements through a master meter and the bills therefor shall be paid by the Board of Managers as a Residential Common Expense.

Section 20. *Electricity and Steam.* The cost of electricity supplied to the General Common Elements and Residential Limited Common Elements will be paid by the Board of Managers as a Residential Common Expense. Steam will be supplied to the Building and will be paid by the Board of Managers as a Residential Common Expense. As more fully described in the budget for the first year of Condominium operation set forth in Section G of the Offering Plan, a certain amount of the electricity paid for by the Commercial Unit Owner will benefit the Residential Unit Owners, and a certain amount of the steam paid for by the Residential Unit Owners will benefit the Commercial Unit Owner. It is the determination of Declarant's energy consultant that these costs will substantially offset one another and no further adjustment is therefore warranted. In the event the Board of Managers shall reasonably determine based upon a report of an engineer engaged to estimate the relative consumption of these two items, that there is no longer a substantially even exchange, then the Board of Managers may impose a charge against the Residential Unit Owners or Commercial Unit Owner respectively, consistent with the determination of such report. The engineer shall be selected by the Commercial Committee, with the consent of the Board of Managers, which consent may not be unreasonably withheld. The cost of such engineer shall be a General Common Expense.

Section 21. *Removal of Garbage and Refuse.* Garbage and refuse removal from the Residential Units shall be conducted in accordance with such rules as the Residential Committee shall enact. The City of New York provides such service initially and the cost, if any, shall be a Residential Common Expense of all Residential Unit Owners. Garbage and refuse removal from the Commercial Unit shall be conducted in accordance with such rules as the Commercial Committee shall enact subject to these By-Laws. The Commercial Unit Owner shall arrange for such service directly and at its own cost and expense. In the event the Commercial Unit is subdivided, the Commercial Committee may

arrange for such service for Commercial Unit Owners collectively and the cost and expense for such service shall be borne by those Commercial Unit Owners in the proportion that the Common Interest allocable to the Unit of each such Owner bears to the Common Interest to all such Commercial Units.

ARTICLE VI

Mortgages

Section 1. *Notice to Board of Managers.* A Unit Owner who mortgages his Unit shall notify the Board of Managers of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage 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 or Other Default.* The Board of Managers, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid Common Charges due, or other default, by the owner of the mortgaged Unit.

Section 3. *Notice of Default.* Whenever, the Board of Managers, shall give notice to a Unit Owner of a default in paying Common Charges or other default it shall simultaneously send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore 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, but not more often than once a month.

ARTICLE VII

Sales, Leases and Mortgages of Units

Section 1. *Sales and Leases.* (a) No Residential Unit Owner may sell his Unit or any interest therein except by complying with the following provisions:

Any Residential Unit Owner who receives an offer (hereinafter called an "Outside Offer") for the sale of his Residential 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"), which he intends to accept, shall give notice to the Board of Managers of such offer and of such intention, the name and address of the proposed purchaser, the terms of the proposed transaction and the proposed contract of sale and such other information as the Board of Managers may reasonably require, and shall offer to sell such Residential Unit, together with the Appurtenant Interest, to the Board of Managers, or its designee, corporate or otherwise, on behalf of the owners of all other Residential 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 Residential Unit Owners, that such Unit Owner believes the Outside Offer to be bona fide in all respects. Within thirty (30) days after receipt of such notice, the Board of Managers may elect, by notice to such Unit Owner, (a) to purchase such Residential Unit, together with the Appurtenant Interest, (or to cause the same to be purchased by its designee, corporate or otherwise), on behalf of all other Residential 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, or (b) to produce a Purchaser who will purchase such Unit, together with the Appurtenant Interest, 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 Residential Unit, together with the Appurtenant Interests, or to cause the same to be purchased by its designee, corporate or otherwise, title shall close at the office of the attorneys for the Condominium in accordance with the terms of the offer but not less than forty-five (45) days after the giving of notice by the Board of Managers of its election to accept such offer. At the closing, the Unit Owner shall convey the Residential Unit and Appurtenant Interests to the Board of Managers or to its designee, on behalf of all other Residential Unit Owners, by deed in the form required by Section 339-o of the Real Property Law of the State of New York, with all transfer stamps affixed, and shall pay all New York City Real Property Transfer taxes and all other taxes arising out of such sale including, if applicable, the tax on gains from certain real property transfers required pursuant to Article 31-B of the Tax Law of the State of New York and The Foreign Investment in Real Property Transfer Act of 1984. Real estate taxes, mortgage interest and Common Charges and Expenses shall be apportioned between the Unit Owner and the Board of Managers, or its designee, as of the closing date. In the event the Board of Managers or its designee shall fail to accept such offer or to produce a purchaser within thirty (30) days as aforesaid or fails to act within said thirty-day period, the offering Unit Owner shall be free to contract to sell such Residential Unit, together with the Appurtenant Interests, within sixty 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 and in the proposed contract of sale submitted therewith. 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. In the event the offering Unit Owner shall not, within such 60-day period, contract to sell such Residential Unit, together with the Appurtenant Interests, to the Outside Offeror on the terms and conditions contained in the Outside Offer, or if the Unit Owner shall so contract to sell his Unit and the Appurtenant Interests within such sixty day period, but such sale shall not be consummated pursuant to the terms of such contract within 180 days after the date of such contract, then should such offering Unit Owner thereafter elect to sell such Residential Unit, together with the Appurtenant Interests, 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 VII.

Any purported sale of a Residential Unit in violation of this Section shall be voidable at the election of the Board of Managers. The granting of an option to purchase a Residential Unit shall be deemed to be a sale of the Residential Unit and the provisions of this Section shall apply thereto.

(b) No Residential Unit Owner may lease his Unit except by complying with the following provisions:

Any Residential Unit Owner who receives an offer for a lease of his Unit which he intends to accept shall give notice to the Board of Managers of such offer and of such intention, the name and address of the proposed lessee, the terms of the proposed lease, references, and such other information as the Board of Managers may reasonably require, including, but not limited to a copy of the proposed lease. The Board of Managers shall from time to time prescribe a form upon which the aforesaid information shall be listed. No such lease of the Residential Unit shall be made without the prior written consent thereto of the Board of Managers. The Board of Managers shall, within thirty (30) days after receipt of a fully completed application form, advise the Unit Owner in writing of its consent or refusal to consent, and failure to so advise the Unit Owner within said period shall be deemed a consent to the said lease. In the event the Board of Managers consents to the proposed lease, the offering Unit Owner shall be free to lease such Unit to the lessee named in said notice upon the terms and conditions set forth therein. The consent of the Board of Managers to a lease shall not in anyway be construed to relieve the Residential Unit Owner from obtaining the consent of the Board of Managers to another lease and a Unit Owner who subsequently desires to lease such Residential Unit shall be required to comply again with all the terms and provisions of this Section 2 of Article

VII. Any such lease shall be consistent with these By-Laws and shall provide that without the prior written consent of the Board of Managers, it may not be modified, amended, extended or assigned; the tenant shall not sublet the demised premises, or any part thereof; 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 a default by the tenant in the performance of such lease, and the Board of Managers shall have the right to terminate the lease on not less than thirty (30) days' prior written notice upon foreclosure of the lien granted by Section 339-z of the Real Property Law of the State of New York. Any lease of a Residential Unit shall provide that the occupants of the leased Unit, but not the Unit Owner thereof, shall be permitted to use the Health Club during the term of such lease. Except as hereinbefore set forth, the form of any such lease shall be the then current form of apartment lease recommended by The Real Estate Board of New York, Inc., with such modifications as shall be approved in writing by the Board of Managers. No lease may be for a term of less than one (1) year or more than three (3) years.

If the Board of Managers does not consent to the proposed lease, it shall within said 30-day period either (a) produce a tenant for the Residential Unit on the same terms as stated in the Unit Owner's notice to the Board of Managers or (b) agree to lease the Residential Unit on behalf of all other Residential Unit Owners on the same terms as stated in the Unit Owner's notice to the Board of Managers. The Board of Managers may not, however, lease a Residential Unit without the approval of a majority of the Residential Unit Owners. If the Board of Managers does not have sufficient funds on hand for the lease of a Unit which has been approved by a majority of the Residential Unit Owners, the Board of Managers may assess the Residential Unit Owners therefor in proportion to their respective interests. If the Board of Managers does not either produce a tenant or agree to lease the Residential Unit as set forth herein within the aforesaid 30-day period, the Residential Unit Owner shall have the right to consummate the lease on the terms submitted to the Board of Managers.

Any purported lease of a Residential Unit in violation of this Section shall be voidable at the election of the Board of Managers.

(c) The provisions of this Section 1 of Article VII shall not apply to the Commercial Units or to any Unit owned by Declarant or its designee. No transfer fee or similar charge or assignment shall be made against Declarant or its designee with respect to any such transfer, sale or lease.

Section 2. *Consent of Unit Owners to Purchase of Residential Units By Board of Managers.* The Board of Managers shall not exercise any option hereinabove set forth to purchase any Residential Unit without the prior approval of a majority of the Residential 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 Unit without including therein the Appurtenant Interests, it being the intention hereof 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 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 VII may be released or waived by the Board of Managers, only in writing, in which event the Residential Unit, together with the Appurtenant Interests, may be sold, conveyed or leased free and clear of the provisions of such Section. Any such waiver or release shall be furnished in recordable form without charge.

Section 5. *Certificate of Termination of Right of First Refusal.* A certificate, executed in recordable form and acknowledged by the Secretary of the Condominium, stating that the provisions of Section 1 of this Article VII have been met by a Unit Owner, or have been duly waived by the Board of Managers, and that 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 VII or in respect to whom the provisions of such Section have been waived and to all Commercial Unit Owners, upon request.

Section 6. *Financing of Purchase of Residential Units by Board of Managers.* Acquisition of Residential Units by the Board of Managers, or its designee, on behalf of all Residential 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 Residential Unit Owner in proportion to his/her ownership in the Common Elements, as a Common Charge, which assessment shall be enforceable in the same manner as provided in Sections 6 and 7 of Article V, or the Board of Managers, in its discretion, may borrow money to finance the acquisition of such Residential Unit, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Residential Unit, together with the Appurtenant Interest in the Common Element, so to be acquired by the Board of Managers.

Section 7. *Exceptions.* The restrictions set forth in the provisions of Section 1 of this Article VII shall not apply with respect to (a) any sale or conveyance by a Unit Owner of his Unit, together with the Appurtenant Interest in the Common Elements, to his spouse or to any of his adult children or grandchildren or to his parents or grandparents or his brothers or sisters, or any one or more of them, or (b) the sale or lease of a Residential Unit owned by the Declarant or its designee or (c) the acquisition, sale or lease of a Unit, together with the Appurtenant Interest in the Common Element, by a bona fide mortgagee who shall acquire title to such Unit by foreclosure or by deed in lieu of foreclosure, or (d) the sale or lease of a Commercial Unit by the Declarant or its designee or any other subsequent or other owner of a Commercial Unit.

Section 8. *Gifts and Devises, etc.* Any Unit Owner shall be free to convey or transfer his Unit and Appurtenant Interests by gift, or to devise his Unit and Appurtenant Interests by will, or to pass the same by intestacy, without restriction.

Section 9. *Waiver of Right of Partition with Respect to Such Units as Are Acquired by the Board of Managers, or its Designee, on Behalf of All Unit Owners as Tenants-in-Common.* In the event that a 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. *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 and assessments 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 11. *Mortgage of Units.* Each Residential Unit Owner shall have the right to mortgage his Unit without restriction provided that (i) any such Residential Unit mortgage shall be substantially in the form of the New York statutory form of mortgage, or in such form as an institutional lender (bank, trust company, insurance company or savings and loan association) shall require, (ii) the Board of Managers is notified in writing of the making of the mortgage and receives a conformed copy of the mortgage and note, (iii) the mortgage states that if consent by the mortgagee is required to any amendment to the Condominium Declaration and By-Laws such consent will not be unreasonably withheld or delayed, and (iv) the Unit Owner making such mortgage first pays all assessments and Common Charges previously assessed by the Board of Managers against the Unit, and satisfies all unpaid liens against the Unit, except for the lien of a permitted mortgage. The Commercial Unit Owner

shall have the right to mortgage the Commercial Unit without restriction or limitation, but such mortgage shall contain the representation in clause (iii) of this paragraph regarding consents, if applicable.

ARTICLE VIII

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 made for such taking shall be payable to the Board of Managers if such award amounts to $100,000 or less and to the Insurance Trustee if such award amounts to more than $100,000. If 75% or more 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 or the Insurance Trustee, as the case may be, 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 of Unit Owners do not duly and promptly approve the repair and restoration of such Common Elements, the Board of Managers or the Insurance Trustee, as the case may be, 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 V of these By-Laws.

ARTICLE IX

Records

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 such Unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. An annual report of the receipts and expenditures of the Condominium audited by an independent certified public accountant, shall be rendered by the Board of Managers to all Unit Owners, promptly after the end of each fiscal year. The cost of such report shall be paid by the Board of Managers as a Common Expense. Records of the Board of Managers shall be

kept at its offices at the Property and shall be available for inspection by all Unit Owners and other interested persons.

ARTICLE X

Miscellaneous

Section 1. *Notices.* All notices hereunder shall be sent by registered or certified mail to the Board of Managers c/o the Managing Agent, or if there be no managing agent, to the office of the Board of Managers or to such other address as the Board of Managers may hereafter designate from time to time, by notice in writing to all Unit Owners and to all mortgagees of Units. All notices to any Unit Owner shall be sent by registered or certified mail to the Building or to such other address as may have been designated by him from time to time, in writing, to the Board of Managers. All notices to mortgagees of Units shall be sent by registered or certified mail 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, except notices of change of address which shall be deemed to have been given when received.

Section 2. *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 3. *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 thereof.

Section 4. *Gender.* The use of the masculine gender in these By-Laws shall be deemed to be the feminine or neuter gender and the use of the singular shall be deemed to be the plural, whenever the context so requires or admits.

Section 5. *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 6. *Insurance Trustee.* The Insurance Trustee shall be a bank or trust company in The City of New York, designated by the Board of Managers and having a capital, surplus and undivided profits of $50,000,000 or more. In the event that the Insurance Trustee shall resign, the new Insurance Trustee shall also be a bank or trust company in the City of New York, designated by the Board of Managers and having a capital surplus and undivided profits of

$50,000,000 or more. The Board of Managers shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a General Common Expense of the Condominium.

ARTICLE XI

Amendments to By-Laws and Rights of Declarant

Section 1. *Amendments to By-Laws.* Except as otherwise provided herein, these By-Laws may be modified or amended by the vote of at least 70% in number and in Common Interest of all Unit Owners at a meeting of Unit Owners duly held for such purpose, but only with the written approval of the holders of Unit mortgages, if such approval is required. However, By-Laws affecting the Commercial Unit may be amended only by the unanimous consent of the Commercial Committee.

The following provisions of these By-Laws may not be amended without the consent in writing of the Declarant, so long as the Declarant shall be the owner of one or more Residential Units and the Commercial Unit Owner, if such amendment may adversely affect such Commercial Unit Owner, or any rights appurtenant to its Unit:

A. Section 1 of Article III insofar as it provides that the Declarant, so long as the Declarant is the owner of Residential Units and the Commercial Unit Owners, shall be entitled to elect members of the Board of Managers;

B. Section 2 of Article II insofar as it provides that the Board of Managers may not exercise certain powers without the Declarant's prior written consent and as to any charge which may affect the Commercial Unit Owner.

C. Section 4 of Article II.

D. Sections 15 and 16 of Article II insofar as they provide for representation of the Declarant, so long as it is the owner of one or more Units, and Commercial Unit Owner on any committee created by the Board of Managers;

E. Section 8 of Article III insofar as it provides that the Declarant, so long as the Declarant is the owner of one or more Units, may vote the votes appurtenant thereto;

F. Section 1 of Article V insofar as it provides for allocation of certain expenses.

G. Section 13(c) of Article V.

H. Section 14 of Article V insofar as the provisions apply to any Unit owned by the Declarant or its designee, or a Unit purchased from Declarant or its designee and for which Unit Declarant or its designee caused changes in the configuration or construction thereof to be made at the initial purchaser's request, or a Commercial Unit Owner, each of whom shall have the right to make alterations, additions and improvements thereto and to subdivide and combine Units and to alter the boundary walls thereof without consent of the Board of Managers, other Unit Owners or the holders of Unit Mortgages;

I. Section 15(d) of Article V insofar as it provides for the right of the Declarant to use the Common Elements and to do all things necessary and appropriate to sell unsold Units;

J. Section 16 of Article V.

K. Section 1(c) of Article VII and Section 7 of Article VII insofar as it provides that the provisions of Section 1 of Article VII shall not apply with respect to a sale or lease of a Residential Unit owned by the Declarant or its designee or to the sale or lease of any Commercial Unit; and

L. All or any portion of Sections 1, 2 or 3 of this Article XI.

Section 2. *Declarant's Rights.* The rights contained in this Declaration and these By-Laws in favor of Declarant or Sponsor or the designee of either shall not be abrogated, amended, or modified without its prior written consent and shall inure to the benefit of any successor or assign thereof and any successor, purchaser or transferee of a Unit designated as a successor, assign or designee thereof in the specific deed affecting the conveyance thereof.

Section 3. *Use Changes.* Notwithstanding anything to the contrary herein contained, no provision of these By-Laws relating to the use of the Units may be amended without the consent of every Unit Owner affected by such amendment, nor shall these By-Laws be amended so as to adversely effect the rights, privileges, duties and obligations of each Unit Owner unless the Unit Owner adversely affected gives his written consent to such Amendment.

ARTICLE XII

Conflicts

Section 1. *Conflicts.* These By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Law of the State of New York. In case any of these By-Laws conflict with the provisions of said statute or of the Declaration, the provisions of said statute or of the Declaration, as the case may be, shall control.

EXHIBIT A

RULES AND REGULATIONS OF RESIDENTIAL UNITS IN THE CORINTHIAN

One. Unit Owners will not clean, nor require, permit, suffer or allow any windows to be cleaned from the outside in violation of Section 202 of the Labor Law or of the rules of the Board of Standards and Appeals or of any other board or body having or asserting jurisdiction.

Two. No article shall be placed in any of the halls or on any of the staircases or fire tower landings, nor shall any fire exit be obstructed by any object. Nothing shall be hung or shaken from the doors or windows or placed upon the window sills or any other exterior surface of the Building.

Three. Children shall not play in the public halls, basement space, Building exits, Building entrances, elevator vestibules, stairways, roof or roof landings, fire towers, elevators or other common areas, except when supervised in the Health Club area.

Four. No hallway or elevator vestibule of the Building which is a Residential Limited Common Element shall be decorated or furnished by any Unit Owner in any manner except upon written consent of the Residential Committee.

Five. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

Six. No window fans, terrace or balcony enclosures, window air-conditioner or awnings shall be used or installed in or about any Residential Unit except such as shall have been approved in writing by the Residential Committee.

Seven. No radio or television aerial shall be attached to or hung from the exterior of the Building and no awning, sign, notice, display, advertisement or illumination shall be inscribed or exposed on or at any window of, or on or at any terrace or balcony of a Residential Unit except such as shall have been approved in writing by the Residential Committee or the managing agent on behalf of the Committee, which approval may be granted or refused in the sole discretion of the Committee or the managing agent. No consent shall be necessary for any sign, notice, advertisement or illumination the Declarant may place on or at any window of a Residential Unit owned by Declarant or its

designee; nor shall anything be projected from any window of a Residential Unit without similar approval.

Eight. No ventilator, air conditioning unit, washing machine, dryer or other major appliance other than one customary apartment refrigerator, range, microwave oven and/or dishwasher shall be installed in any Residential Unit without the prior written approval of the Residential Committee or the managing agent as to the type, location and manner of installation of such appliance, which approval may be granted or refused in the sole discretion of the Residential Committee. Each Unit Owner shall keep any such approved appliance from protruding from the window of the Unit and in good appearance and mechanical repair. No Unit Owner shall permit any such approved appliance to leak condensation, or to make any noise or odor which may unreasonably disturb or interfere with the rights, comforts or conveniences of any other occupant of the Building. The Unit Owner shall keep such approved appliance in good order and repair and properly painted. The Board of Managers or the managing agent, in their discretion, may remove such appliance from the Unit, charging the cost of removal to the Unit Owner, and the appliance shall not be replaced until it has been put in proper condition and only with the further written consent of the Residential Committee.

Nine All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit Owner's Unit. No Unit Owner shall use any electrical equipment which shall interfere with television or radio reception.

Ten. No bicycles, scooters, baby carriages or similar vehicles shall be allowed to stand in the public halls, passageways, courts or other public areas of the Building.

Eleven. No Unit Owner shall make or permit any disturbing noises in the Building, or do or permit anything to be done therein which will interfere with the rights, comforts or conveniences of other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or permit to be operated a phonograph or a radio or television set or other loud speaker in such owner's Unit, if the same shall disturb or annoy other occupants of the Building, and in no event shall practice or suffer to be practiced either vocal or instrumental music between the hours of ten P.M. and the following nine A.M.

Twelve. No bird, reptile, or other animal shall be permitted, kept or harbored in any Unit (except for one dog, one cat or one bird in any Residential Unit) unless the same in each instance be expressly permitted in writing by the Board of Managers or the managing agent and such consent, if given, shall be revocable by the Board of Managers or the managing agent in their sole discretion, at any time. In no event shall any bird, reptile, dog, cat or other animal be permitted in any elevators, other than the elevator designated by the Board of Managers or the managing agent for that purpose, or in any of the public portions of the Building, unless carried or on leash. Any pets approved by Board that are not carried shall be transported only in the elevator designated by the Board of Managers or the managing agent for that purpose.

Thirteen. Servants, messengers and tradespeople shall use the elevator designated by the Board of Managers or the managing agent for that purpose, for ingress and egress, and shall not use any of the other elevators for any purpose, except that nurses in the employ of Unit Owners or their guests or tenants may use any of the other elevators when accompanying said Unit Owners, their guests or tenants. However, a guest of a Unit Owner or a tenant may use any of the other elevators freely.

Fourteen. Supplies, goods and packages of every kind are to be delivered to Units only through the entrance of the Building designated by the Board of Managers (or the Residential Committee), or the managing agent and by the elevator designated by the Board of Managers or the managing agent for that purpose. Trunks and heavy baggage shall be taken in or out of the Building by the elevator designated by the Board of Managers or the managing agent or the manager for that purpose, and through the designated entrance only.

Fifteen. No bulky refuse from the Residential or Commercial Units shall be left for disposal in the public halls of the Building.

Sixteen. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Unit shall be repaired and paid for by the owner of such Unit.

Seventeen. No occupant of the Building shall send any employee of the Board of Managers or of the managing agent out of the Building on any private business.

Eighteen. The agents of the Board of Managers or the managing agent, and any contractor or workman authorized by the Board of Managers or the managing agent, may enter any Unit in the Building at any reasonable hour of

the day with prior notice 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.

Nineteen. Corridor doors and roof doors shall be kept closed at all times except when in actual use for ingress or egress to and from public corridors.

Twenty. The Board of Managers or the managing agent may retain a pass-key to each Unit.

Twenty-One. No vehicle belonging to a Unit Owner or to a member of the family or guest, tenant or employee of a Unit Owner shall be parked in such manner as to impede or prevent ready access to the Building entrance or exit.

Twenty-Two. The Board of Managers or the managing agent may from time to time curtail or relocate any space devoted to storage or service purposes in the Building.

Twenty-Three. Complaints regarding the service to the Building shall be made in writing to the Board of Managers or to the managing agent.

Twenty-Four. 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.

Twenty-Five. Clothes and other articles shall not be dried or aired on the roof, from the windows, terraces or balconies.

Twenty-Six. No garbage cans, ice, mats or other articles shall be placed in the halls or on the staircase landings, nor shall anything be hung from the windows, or placed upon the window sills. No linens, cloths, clothing, curtains, rugs or mops be shaken or hung from or on any of the windows or doors.

Twenty-Seven. Unit Owners will faithfully observe the following procedures with respect to the use of the compactor: (a) wrap dust, floor and powdered waste in compact packages before depositing the same; (b) thoroughly drain and wrap in paper all garbage before depositing the same; (c) refrain from forcing large bundles into the chute; (d) crush or tie into tight bundles all loose papers before placing the same in the hopper door; (e) cause all bundles of waste to slide out of the hopper into the chute; (f) refrain from depositing waste of an explosive nature therein.

Twenty-Eight. Except for owners of Units having roof terraces, if any, Unit Owners, their families, guests, servants, employees, agents, visitors or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the Building.

Twenty-Nine. Unit Owners shall not cause or permit any unusual or objectionable noise, odors or substances to be produced upon or to emanate from their Units.

Thirty. No Unit Owner or any of his agents, servants, employees, licensees or visitors shall at any time bring into or keep in his Unit any inflammable, combustible or explosive fluid, material, chemical or substance, except for normal household or professional office use.

Thirty-One. If any key or keys are entrusted by a Unit Owner or by any member of his family or by his agent, servant, employee, licensee or visitor to an employee of the Board of Managers or of the managing agent, whether for such Unit Owner's Unit or an automobile, trunk or other item of personal property, the entrusting of the key shall be at the sole risk of such Unit Owner, and neither the Board of Managers nor the managing agent shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

EE-23

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On the 18th day of December, 1987 before me personally came Bernard Spitzer, to me known, and known to me to be the individual described in, and who executed the foregoing instrument, and acknowledged to me that he executed the same as a partner of 645 FIRST AVENUE MANHATTAN COMPANY, the partnership who executed the foregoing Instrument.

Notary Public

ELAINE GOLDSTEIN
Notary Public, State of New York
No. 41-4722868
Qualified in Queens County
Commission Expires November 30, 1988

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On the 23rd day of December, 1987 before me personally came Stig Host, to me known, and who, being duly sworn, did depose and say: That he resides at [redacted]; that he is the Chairman of the Board of Kriti Properties and Development Corporation, a corporation duly organized under the laws of the State of Delaware, having its principal place of business at One Allen Center, 500 Dallas Street, Suite 2700, Houston, Texas 77002; that said corporation is a General Partner of 645 FIRST AVENUE MANHATTAN COMPANY a New York General Partnership, the firm described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation, and he acknowledged to me that the said instrument was executed by said corporation for and on behalf of said partnership.

Notary Public

AVIVA WERNER
Notary Public, State of New York
No. 31-4856429
Qualified in New York County
Commission Expires March 30, 1988

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On the 5th day of January, 1988 before me personally came Peter L. Malkin, to me known, and known to me to be the individual described in, and who executed the foregoing instrument, and acknowledged to me that he executed the same as a partner of 645 FIRST AVENUE MANHATTAN COMPANY, the partnership who executed the foregoing Instrument.

Notary Public

MITCHELL J. NELSON
Notary Public, State of New York
No. 31-4854791
Qualified in New York County
Commission Expires February 24, 1988

INDEX TO DECLARATION

Section	Subject	Page
1.	Submission of Property	EE-1
2.	Building	EE-1
3.	Name of Condominium	EE-1
4.	Definitions	EE-1
5.	Units	EE-2
6.	Dimensions of Units	EE-2
7.	Use of the Building Units	EE-3
8.	Common Elements	EE-3
9.	Determination of Percentage in Common Elements	EE-10
10.	Encroachments	EE-11
11.	Easements	EE-11
12.	Power of Attorney to Board of Managers	EE-13
13.	Acquisition of Units by Board of Managers	EE-14
14.	Person to Receive Service	EE-15
15.	Units Subject to Declaration, By-Laws and Rules and Regulations	EE-15
16.	Amendment of Declaration	EE-15
17.	Definition of Declarant or its Designee	EE-18
18.	Common Charges	EE-18
19.	Conveyance of a Unit	EE-19
20.	Termination of Condominium	EE-19
21.	Changes by Commercial Unit Owner	EE-20
22.	Changes by Residential Unit Owner	EE-20
23.	Additional Rights of Declarant	EE-21
24.	Invalidity	EE-21
25.	Waiver	EE-21
26.	Captions	EE-22
27.	Gender	EE-22
Schedule A—Property Description		EE-24
Schedule B—Building Description		EE-26
Schedule C—Unit Designation		EE-27

REEL 1309 PG 1592

Duplicate Original CONDOMINIUM NO. 528

[redacted]

Map # 4247

260
K/9
1979

Condominium Plan No. _____

DECLARATION

Establishing a Plan for Condominium Ownership of the Premises 330 East 38th Street, New York, New York, Pursuant to Article 9-B of the Real Property Law of the State of New York

Name: The Corinthian

Declarant: 645 First Avenue Manhattan Company

B. 1,079.

Date of Declaration: December 18, 1987

The land affected by the within instrument lies in Block 943, F/K/A Lot 12 and N/K/A Lots 1002 to 1820 (Residential) Lot 1001 (Commercial) on the Tax Map of the Borough of Manhattan, City of New York.

R+R:

Wien, Malkin & Bettex
Attorneys for Declarant
60 East 42nd Street
New York, New York 10165

Attention: David B. Hirschhorn, Esq.

PREPARED BY
LEVIS ABSTRACT, INC.
30 EAST 60th STREET
NEW YORK, N.Y. 10016
699-2170

K/9
828 — EXTRA LOTS

LOC. VER. BY ADDRESS

MCM 29140

REEL 1309 PG 1593

Duplicate Original CONDOMINIUM NO. 528

Condominium Plan No. _____

DECLARATION

Establishing a Plan for Condominium Ownership of the Premises 330 East 38th Street, New York, New York, Pursuant to Article 9-B of the Real Property Law of the State of New York

Name: The Corinthian

14150

Declarant: 645 First Avenue Manhattan Company

Date of Declaration: December 18, 1987

The land affected by the within instrument lies in Block 943, F/K/A Lot 12 and N/K/A Lots 1002 to 1020 (Residential) Lot 1001 (Commercial) on the Tax Map of the Borough of Manhattan, City of New York.

Wien, Malkin & Bettex
Attorneys for Declarant
60 East 42nd Street
New York, New York 10165

Attention: David B. Hirschhorn, Esq.

RECORDED IN NEW YORK COUNTY

EXHIBIT 8

OFFICE BY-LAWS

OFFICE BY-LAWS

OF

THE CORINTHIAN OFFICE CONDOMINIUMS

TABLE OF CONTENTS

Page

ARTICLE 1 GENERAL 1
1.1 Purpose 1
1.2 Applicability of By-Laws 1
1.3 Principal Office of the Office Board 1

ARTICLE 2 THE OFFICE BOARD 2
2.1 General Description of the Office Board 2
2.2 Powers and Duties of Office Board 3
2.3 Number and Terms of Office of Members of Office Board 8
2.4 Election of Office Board Members; Rights of Sponsor 9
2.5 Resignation and Removal 10
2.6 Vacancies on Office Board 11
2.7 Organizational Meeting of Office Board 11
2.8 Regular Meetings of Office Board 11
2.9 Special Meetings of Office Board 11
2.10 Waiver of Notice 11
2.11 Determinations by Office Board; Quorums 11
2.12 Compensation 12
2.13 Liability of Office Board and Unit Owners 12
2.14 Fidelity Bonds 13
2.15 Committees 13
2.16 Status of Board 13
2.17 Incorporation and Organization of Office Board 13
2.18 Office Board as Agent of Office Unit Owners 14
2.19 Prohibited Transactions 14
2.20 Principal Office of Office Board 14

ARTICLE 3 OFFICE UNIT OWNERS 15
3.1 Annual Meetings 15
3.2 Place of Meetings 15
3.3 Special Meetings 15
3.4 Notice of Meetings and Actions Taken 15
3.5 Lack of Quorum 15
3.6 Order of Business 16
3.7 Title to Office Units 16
3.8 Voting 16
3.9 Majority of Office Unit Owners 17
3.10 Quorum 17
3.11 Majority Vote 17
3.12 Representation on Condominium Board 17

ARTICLE 4 OFFICERS 18
4.1 Designation 18
4.2 Election of Officers 18
4.3 Resignation and Removal of Officers 19

4.4 President....19
4.5 Vice President....19
4.6 Secretary....19
4.7 Treasurer....19
4.8 Execution of Documents....19
4.9 Compensation of Officers....20
4.10 Liability of Officers....20

ARTICLE 5 NOTICES....20
5.1 Notices....20
5.2 Waiver of Service of Notice....21

ARTICLE 6 OPERATION OF THE OFFICE SECTION....21
6.1 Determination of Office Common Expenses and Fixing of Office Common Charges....21
6.2 21
6.3 Payment of Office Common Charges....23
6.4 Default in Payment of Office Common Charges; Lien for Unpaid Office Common Charges; Other Remedies....25
6.5 Insurance....27
6.6 Repair or Reconstruction after Fire or Other Casualty....28
6.7 Maintenance and Repairs....28
6.8 Alterations of Office Units....31
6.9 Use of Office Units....35
6.10 Use of Office Common Elements and Office Limited Common Elements....35
6.11 General Provisions as to Use....36
6.12 Right of Access....37
6.13 Rules and Regulations....37
6.14 Real Estate Taxes, Water Charges and Sewer Rents....38
6.15 Electricity and Gas....39
6.16 Remedies for Violations of By-Laws or Rules and Regulations....39
6.17 Utility Costs Payable as Office Common Charges....40

ARTICLE 7 MORTGAGES; EXAMINATION OF BOOKS OF ACCOUNT....40
7.1 Notice to Office Board....40
7.2 Notice to Mortgagees of Default and Unpaid Office Common Charges....40
7.3 Performance by Permitted Mortgagees....40
7.4 Examination of Books....40
7.5 Representatives of Office Mortgagees....40
7.6 Consent of Mortgagees....41

ARTICLE 8 SELLING, LEASING AND MORTGAGING OF OFFICE UNITS....41
8.1 Sales and Leases of Office Units....41
8.2 Consent of Unit Owners to Purchase Units by Office Board....44
8.3 No Severance of Ownership....44
8.4 Release by Office Board of Right of First Refusal....44
8.5 Certificate of Termination of Right of First Refusal....45

8.6 Financing of Purchase, or Refinancing, of Office Units by Office Board 45
8.7 Exceptions 45
8.8 Gifts, Devises and Intestate Transfers 46
8.9 Payment of Assessments 46
8.10 Waiver of Right of Partition with Respect to Office Units Acquired on Behalf of Office Unit Owners as Tenants-in-Common 46
8.11 Mortgage of Office Units 46

ARTICLE 9 CONDEMNATION 46

ARTICLE 10 RECORDS AND AUDITS 47
10.1 Records 47
10.2 Audits 47
10.3 Availability of Documents 47

ARTICLE 11 MISCELLANEOUS 48
11.1 Consents 48
11.2 Waiver 48
11.3 Captions 48
11.4 Conflict 48
11.5 Certain References 48
11.6 Severability 48
11.7 Successors and Assigns 48
11.8 Covenant of Further Assurances 49
11.9 Arbitration 49

ARTICLE 12 AMENDMENTS TO OFFICE BY-LAWS 50
12.1 Amendments by Office Unit Owners 50
12.2 Amendments Affecting Declarant 50
12.3 Amendments Affecting Permitted Mortgagees 51
12.4 Deemed Approval Provision 51
12.5 Consents of Declarant 51

EXHIBIT A RULES AND REGULATIONS [RESERVED]

OFFICE BY-LAWS
OF
THE CORINTHIAN OFFICE CONDOMINIUMS

ARTICLE 1

GENERAL

1.1 Purpose. The purpose of these Office By-Laws is to set forth the rules and procedures concerning the conduct of the affairs of the Office Section (the "Office Section" a/k/a "The Corinthian Office Condominiums") at The Corinthian Condominium (the "Condominium"); the Condominium By-Laws (as hereinafter defined) detail the rules and procedures concerning the conduct of the affairs of the Condominium. The Office Section and these Office By-Laws shall be subject to the provisions of the Declaration of The Corinthian Condominium dated as of December 18, 1987, as amended by the First Amendment to Declaration dated as of March 28, 1989, as amended by the Second Amendment to Declaration dated as of November 9, 1992, as amended by the Third Amendment to Declaration dated as of May 6, 2009, and as amended by the Fourth Amendment to Declaration dated as of [_____] (as further amended from time to time, the "Declaration") and the Condominium By-Laws of The Corinthian Condominium, annexed thereto (as amended, from time to time, the "Condominium By-Laws"); and, as provided (and subject to any express provision to the contrary) therein, the rights of the Office Unit Owners (collectively, the "Office Unit Owners") with respect to the Condominium, the Condominium Board and the other Unit Owners shall generally only be enforced by the Office Board on behalf of the Office Unit Owners. The Office Section is comprised of the Office Units, Office Common Elements, and the Office Limited Common Elements. All terms used herein (including, without limitation, those in the previous sentence) which are not separately defined herein, shall have the meanings given to those terms in the Condominium By-Laws or the Declaration.

1.2 Applicability of By-Laws. These Office By-Laws are applicable to the Office Section and to the use and occupancy thereof. All present and future Office Unit Owners, mortgagees, lessees, sublessees and occupants of Office Units and their respective employees, invitees and guests, as well as all other persons who may use the facilities located on, or forming a part of, the Office Section, are and shall be subject to these Office By-Laws, the Office Rules and Regulations, the Declaration, the Condominium By-Laws and the General Rules and Regulations (if any). The acceptance of a deed or conveyance, or the succeeding to title to, or the execution of a lease, sublease or license for, or the act of occupancy of, all or any portion of an Office Unit or the Office Section shall constitute an agreement that the provisions of these Office By-Laws, the Office Rules and Regulations (if any), the Declaration, the Condominium By-Laws and the General Rules and Regulations (if any), as any of the same may be amended from time to time, are accepted, ratified and will be complied with.

1.3 Principal Office of the Office Board . The principal office of the Office Board shall be located either within the Office Section or at such other place in the Borough of Manhattan as may be designated from time to time by the Office Board.

ARTICLE 2

THE OFFICE BOARD

2.1 General Description of the Office Board.

2.1.1 (a) As more particularly set forth in Section 2.2, the affairs of the Office Section shall be governed by a board of managers of the Office Section (the "Office Board of The Corinthian Office Condominiums" and, sometimes herein, the "Office Board" or the "Board"), which shall initially consist of three members designated by Sponsor (the "First Office Board"). From and after the First Annual Office Meeting (as hereinafter defined), the Office Board shall consist of five members.

(b) Each member of the Office Board, except for the First Office Board and except as otherwise provided herein, shall be elected or designated (as hereinafter set forth) at an annual meeting of the Office Unit Owners and shall serve until the expiration of their term in office as set forth herein. Notwithstanding the expiration of the term of office of a member of the Office Board, each member shall serve until a successor for such member has been elected and qualified.

(c) In addition, two of the members of the Office Board shall also serve as the representatives of the Office Section on the Condominium Board as hereinafter described.

2.1.2 Except for Office Board members elected or designated by Sponsor or its designee, all members of the Office Board shall be (i) individual Office Unit Owners or Permitted Mortgagees (as hereinafter defined) of Office Units; (ii) partners or employees of a partnership owning, or holding a mortgage encumbering, an Office Unit; (iii) officers, directors, shareholders or employees of corporate owners or corporate Permitted Mortgagees of Office Units; (iv) members or employees of a limited liability company owning, or holding a Permitted Mortgage encumbering, an Office Unit; (v) fiduciaries or their beneficiaries who are owners or Permitted Mortgagees of Office Units (or directors, shareholders or employees of corporate fiduciaries or partners or employees of partnership fiduciaries); (vi) adult family members or domestic partners of any of the foregoing individuals; or (vii) individuals designated by a sovereign government, consulate or other similar entity that is an Office Unit Owner or a Permitted Mortgagee of an Office Unit. Other than Office Board members elected or designated by Sponsor or its designee, no Office Board member shall continue to serve after he or she ceases to be qualified as set forth above. Notwithstanding anything otherwise contained herein or in the Condominium By-Laws, any member of the Office Board may also be a member of the Condominium Board and any member of the Condominium Board may also be a member of the Office Board, if otherwise qualified.

2.1.3 For purposes of these Office By-Laws, the term "Permitted Mortgagee" means the holder of any mortgage (a "Permitted Mortgage") of an Office Unit or Office Units which is permitted to be placed thereon in accordance with these Office By-Laws.

2.1.4 In no event shall any Office Unit Owner (or its proxy) or another interested party be eligible for election to the Office Board (and any such Unit Owner (or its proxy) or other party may be removed as a Office Board member by a majority vote of the other Board members)) if such Unit Owner is then in arrears, beyond any applicable grace period, in the payment of Office Common Charges or any other amounts required by the Office Board to be paid. In addition, no member of the Office Board (or his or her proxy) that is the Unit Owner of an Office Unit may continue to participate as a member thereof after the Office Board has perfected a lien against his or her Unit, for so long as such lien remains unsatisfied.

2.2 Powers and Duties of Office Board.

2.2.1 General. The Office Board shall have the powers and duties necessary for or incidental to the administration of the affairs of the Office Section (except such powers and duties which by law, the Declaration, the Condominium By-Laws or these Office By-Laws may not be delegated to the Office Board by the Office Unit Owners). Subject to the terms of the Declaration, the Condominium By-Laws and these Office By-Laws, all determinations, however, which affect only the Office Section, and do not affect (to more than a *de minimis* extent) the General Common Elements, the Residential Units, the Residential Limited Common Elements, the Special Residential Limited Common Elements, the Garage Unit, or the Garage Limited Common Elements, or the use of same for their permitted purposes, shall be made by the Office Board. Except to the extent required by law or in the Declaration, the Condominium By-Laws or these Office By-Laws provided, all other determinations with respect to the administration of the affairs of the Condominium shall be made by the Condominium Board.

2.2.2 Office Board. Subject to, and in accordance with, the provisions of subsection 2.2.1 and without limiting the generality thereof (and in addition to all other powers and duties granted to the Office Board by law, the Declaration, the Condominium By-Laws or these Office By-Laws), the Office Board shall be entitled to make determinations with respect to all matters relating to the operation and the affairs of the Office Section, and not relating (to more than a *de minimis* extent) to the General Common Elements and/or the operation and affairs of the Residential Units, the Residential Limited Common Elements, the Special Residential Limited Common Elements, the Garage Unit, or the Garage Limited Common Elements or the use of same for their permitted purposes, including, without limitation, the following:

(a) Operation, care, upkeep, maintenance, repair, restoration, addition and improvement to, and alteration and replacement of, the Office Common Elements and the Office Limited Common Elements (as and to the extent provided herein and in the Condominium Documents).

(b) The amount of Office Common Charges and any special assessments to be levied against Office Unit Owners.

(c) Collection of Office Common Charges and any special assessments from Office Unit Owners.

(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the Office Section and the provision of the services offered therein.

(e) Adoption of, and amendments and additions to, the Office Rules and Regulations (as hereinafter defined).

(f) Purchasing, leasing and otherwise acquiring in the name of the Office Board (or, if required by law, in the name of the Condominium Board as nominee for the Office Board), or its designee, corporate or otherwise, on behalf of all Office Unit Owners, those Office Units (other than Unsold Office Units) offered for sale or lease by or Office Units surrendered by, the owners of such Units to the Office Board, or those Office Units with respect to which liens for real estate taxes are being sold by the City of New York.

(g) Purchasing Office Units at foreclosure or other similar sales (including, without limitation, in connection with the enforcement of the Office Board's lien for unpaid Office Common Charges), in the name of the Office Board (or, if required by law, in the name of the Condominium Board as nominee for the Office Board), or its designee, on behalf of all Office Unit Owners.

(h) Selling, leasing, mortgaging, refinancing and otherwise dealing with (but not voting the interests appurtenant to) Office Units acquired by, and subleasing Office Units leased by, the Office Board or its designee, on behalf of all Office Unit Owners.

(i) Making repairs, restorations, additions and improvements to, and alterations and replacements of, the Office Common Elements and the Office Limited Common Elements.

(j) Making repairs, restorations, additions and improvements to, and alterations and replacements of, the Office Section or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings, all in accordance with the terms of these Office By-Laws and the Condominium By-Laws.

(k) Enforcing obligations of Office Unit Owners, including, without limitation, commencing, prosecuting and settling litigation in connection therewith.

(l) Levying fines against Office Unit Owners for violations of the Office Rules and Regulations (if any) and the General Rules and Regulations (if any) (any such fines shall constitute Office Common Charges payable by the Office Unit Owner against whom they are levied).

(m) Maintaining bank accounts on behalf of the Office Section (with respect to matters within its jurisdiction as provided in these Office By-Laws) and designating the signatories required therefor.

(n) Adjusting and settling insurance claims (and executing and delivering releases in connection therewith) if the loss involves only the Office Section and if the loss is to be adjusted by the Office Board in accordance with Article 6 hereof.

(o) Borrowing money, at any time, on behalf of the Office Section when required in connection with: (x) the operation, care, upkeep and maintenance of, or the making of repairs, restorations, additions or improvements to, or alterations or replacements of, the Office Common Elements and the Office Limited Common Elements, or (y) any permitted action or activity of the Office Board, provided, however, that: (i) except as provided in Section 8.6, in the case of borrowings which are in excess of the amount of $250,000 in any one fiscal year or $500,000 in the aggregate at any one time (in each case excluding the pro-rata share of the Office Section with respect to any borrowing made by the Condominium Board pursuant to the Condominium By-Laws), the consent of at least 66-2/3% of the total authorized votes of all Office Unit Owners (determined in accordance with the provisions of Section 3.8) who are present, in person or by proxy, and voting at a duly constituted meeting at which a quorum is present or is not required, shall be required for any borrowings for such purposes; (ii) no lien to secure repayment of any sum borrowed may be created on any Office Unit or its appurtenant interest in any of the Common Elements (except to the extent permitted by applicable law) without the prior written consent of the owner of such Unit; and (iii) neither the Unit Owners of the Residential Units or the Garage Unit nor the Condominium Board will be liable for repayment of any portion of any such borrowing and all loan documentation entered into by or on behalf of the Office Board shall specifically so provide. Subject to Section 6.1.1(b) of these Office By-Laws and the provisions of the Condominium By-Laws, any such debt may be secured by future income and Office Common Charges in which event the Office Common Charges, subject to the rights of the Condominium Board with respect thereto as described in such Section of the Condominium By-Laws, shall be deemed trust funds for the purpose of paying such debt. The Office Board cannot secure such debt by a lien on the Office Common Elements or the Office Limited Common Elements (or any other Common Elements) without the consent of all Office Unit Owners (or in the case of any other Common Elements, the consent of all Unit Owners). If any sum borrowed by the Office Board pursuant to the authority contained in this subsection 2.2.2(o) is not repaid by the Office Board, an Office Unit Owner who pays to the creditor such proportion thereof as its interest in the Common Elements bears to the interest of all Office Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which such creditor has filed or has the right to file against such Office Unit Owner's Unit, and all loan documentation entered into by or on behalf of the Office Board shall specifically so provide. The dollar amounts set forth in clause (i) of this subsection 2.2.2(o) shall be adjusted to reflect any increase in the cost of living, as reflected by an increase in the CPI Increase Factor.

(p) Organizing corporations, limited liability companies and/or other entities to act as designees of the Office Board with respect to such matters as the Office Board may determine, including, without limitation, in connection with the acquisition of title to, or the leasing or subleasing of, Office Units acquired or leased by the Office Board on behalf of the Office Unit Owners.

(q) Execution, acknowledgment and delivery of, without limitation: (i) any consent, agreement, restriction, easement, declaration or other instrument, or any amendment thereto, affecting the Office Section (and not relating (to more than a *de minimis* extent) to the General Common Elements, the Residential Limited Common Elements, Special Residential Limited Common Elements, the Garage Limited Common Elements, and/or the operation and affairs of the Residential Units or the Garage Unit, or the use of same for their

permitted purposes), which the Office Board deems necessary or appropriate to comply with the Laws applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Office Section; or (ii) any consent, agreement, restriction, easement, declaration or other instrument, or any amendment thereto, affecting (and not relating to more than a *de minimis* extent to) the General Common Elements, the Residential Limited Common Elements, Special Residential Limited Common Elements, the Garage Limited Common Elements and/or the operation and affairs of the Residential Units, or the Garage Unit or the use of same for their permitted purposes): (x) the Office Section, which the Office Board deems necessary or appropriate, or (y) an Office Unit, if the Unit Owner of such Office Unit requests, or under the Declaration, the Condominium By-Laws or these Office By-Laws is required to request, that the Office Board take such action, and (except as otherwise provided in the Declaration, the Condominium By-Laws or these Office By-Laws) the Office Board determines that taking such action is appropriate.

(r) Execution, acknowledgement and delivery of any documents or other instruments necessary to commence, pursue, compromise or settle certiorari proceedings to obtain reduced real estate tax assessments, or in connection with any real estate tax exemption or abatement, with respect to any or all of the Office Units on behalf of and as agent for the respective Office Unit Owners thereof; but only with respect to such Office Units as to which the respective Unit Owners thereof have, in writing requested and authorized the Office Board to do so, and indemnified the Office Board from and against all claims, costs and expenses (including, without limitation, attorneys' fees) resulting from such proceedings.

(s) Commencing, prosecuting and settling litigation to the extent relating to the Office Board or the Office Section, and not relating (to more than a *de minimis* extent) to the General Common Elements, the Residential Limited Common Elements, the Special Residential Limited Common Elements, the Garage Limited Common Elements, and/or the operation and affairs of the Residential Units or the Garage Unit or the use of same for their permitted purposes, provided that any such actions as they relate to an Office Unit (other than to a *de minimus* extent) will not be commenced, prosecuted or settled without the consent of the Unit Owner of the affected Office Unit.

(t) Operating, maintaining and supervising the Office Common Elements and the Office Limited Common Elements in accordance with the terms of these Office By-Laws, the Declaration, and the Condominium By-Laws.

(u) Obtaining and reviewing insurance for the Office Section and otherwise as provided in Section 6.4 hereof.

(v) Imposition, increase, decrease or elimination of move-in fees and charges, and transfer fees payable to the Managing Agent of the Office Section and/or the Office Board, in connection with the sale or lease of an Office Unit, provided that no such fees or charges or any other conditions of transfer or lease may be imposed upon Declarant or its designee or any Units bought, sold or leased by the Board.

(w) Establishing, changing and otherwise making determinations with respect to reserves, including, without limitation, a general operating reserve or a reserve for

working capital or for replacements with respect to the Office Common Elements and the Office Limited Common Elements.

2.2.3 Limitations on Office Board. Notwithstanding anything to the contrary contained in these Office By-Laws (including, without limitation, in subsection 2.2.2 above), for a period (the "Initial Office Control Period") which shall end upon the later to occur of the fifth anniversary of the First Office Closing or the closing of title to Office Units representing at least 90%, both in number and in aggregate Common Interests of all Office Units, the Office Board may not, without the prior written consent of Declarant or its designee: (i) make any addition, alteration or improvement to the Office Common Elements or the Office Limited Common Elements or any Office Unit (unless required by any applicable Legal Requirements) (or pursuant to an Initial Unit Alteration Plan approved by Sponsor); (ii) assess any Office Common Charges, as applicable, for the creation of, addition to or replacement of all or any reserve, contingency or surplus fund; (iii) increase or decrease the number of, or change the kind of, employees initially hired for the Office Section, as provided for in Schedule B-1 set forth in the Offering Plan; (iv) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the First Office Closing or otherwise provide services in excess of those referred to in the Offering Plan, except as is required to reflect normal annual increases in operating services; or (v) borrow money on behalf of the Office Section (unless any such borrowing is approved by the owners of Units representing at least 75% in aggregate Common Interests of all Office Units)); or (vi) exercise any right of first refusal to purchase an Office Unit. However, the Office Board may perform any function or take any action enumerated in subsections (i) through (vi) hereinabove without the consent of Sponsor if, and only if, the performance of such function or the carrying out of such action is necessary, and no other alternative is available, either to enable the Office Board to comply with any Legal Requirements, or to remedy any notice of violation entered against the Office Section, or to comply with any proper work order by an insurer of the Office Section, or for the health and safety (but not the general comfort or welfare) of the occupants of the Office Section. Sponsor may not exercise veto power over expenses described in Schedule B-1 of the Offering Plan, or over expenses required to comply with any Legal Requirements applicable to the Office Section, or to remedy any notice of violation entered against the Office Section or the Building or to comply with any proper work order by an insurer of the Office Section or the Building. Sponsor may, however, exercise veto power over expenses other than those described in the preceding sentence, to the extent provided in the Plan, for a period ending not more than five (5) years after the First Office Closing or whenever the Unsold Office Units constitute less than 25% of the Common Interest of all Office Units, whichever is sooner.

2.2.4 (a) Any action required or permitted to be taken pursuant to the provisions of these Office By-Laws or the Declaration by the Office Board shall be done or performed by the Office Board, or shall be done on behalf of the Office Board and at its direction by the agents, employees or designees of the Office Board, and the Office Board may employ one or more managing agents and/or managers, at a compensation established by the Office Board, to perform such duties and services as the Office Board shall authorize. The Office Board may delegate to such managing agent or manager other powers granted to the Office Board by these Office By-Laws, except the powers set forth in subparagraphs 2.2.2(b), (e), (f), (g), (h), (l), and (n) – (w).

(b) Subject to the limitations set forth in this subsection 2.2.3, the Office Board may, together with the Condominium Board, employee the same managing agent and/or manager to act on behalf of each.

2.2.5 For convenience of operation of the Condominium, the Office Board and the Condominium Board may each designate one of the other entities enumerated, to act as its agent with respect to any matter the determination of which is entitled to be made by such designating party and, in connection with such designation, may execute, acknowledge and deliver any application, instrument or document, including, without limitation, any power of attorney or indemnification from liability that such designated party may request.

2.2.6 Any action required or permitted to be taken pursuant to the provisions of these Office By-Laws, the Condominium By-Laws or the Declaration by the Office Board may, if required by any applicable Laws, be taken by the Office Board (upon prior written notice to the Condominium Board in accordance with the Condominium By-Laws) in the name of the Condominium Board which shall, upon request, execute, acknowledge and deliver any and all instruments, documents or applications in connection therewith; provided, however, that the Office Board shall, subject to the provisions of Section 2.13, indemnify and hold harmless the Condominium Board, the Residential Unit Owners, and the Garage Unit Owner, from any expense or liability thereof or therefrom.

2.2.7 Any managing agent designated and/or employed by the Office or the Condominium Board may be an affiliate of Declarant and/or Sponsor.

2.3 Number and Terms of Office of Members of Office Board.

2.3.1 (a) Until the First Annual Office Meeting (as defined in Section 3.1 hereof) held by the Office Unit Owners pursuant to the terms of Section 3.1 hereof, the First Office Board shall consist of three (3) persons designated by Sponsor from time to time. Prior to the First Annual Office Meeting, the terms of each such member of the First Office Board shall expire annually and, subject to the other provisions of this Section, Sponsor shall have the right to designate the replacement for each such member, even though such replacement may be the same person. In accordance with, and within the time periods set forth in, the provisions of Section 3.1, the First Office Board shall cause the President of the Office Section to call the First Annual Office Meeting. The term of office of the three (3) members of the First Office Board so designated by Declarant prior to the First Annual Office Meeting shall expire when the five (5) persons to be designated at the First Annual Office Meeting are so elected and/or designated and qualified.

(b) From and after the holding of the First Annual Office Meeting, the Office Board shall consist of five (5) persons. For so long as Sponsor or its designee is entitled to designate one (1) member of the Office Board, as provided for in subsection 2.4.3 hereof, the Office Board may not be expanded beyond five (5) members without the prior written consent thereto of Sponsor; notwithstanding anything otherwise contained herein, this provision may not be amended or modified without the consent thereto of Sponsor.

(c) The term of office of each of the five (5) members comprising the Office Board elected or designated at the First Annual Office Meeting shall be fixed at such meeting as follows: (a) three (3) of such members will serve for a term of approximately three years; (b) one (1) of such members will serve for a term of approximately two years; and (c) one (1) of such members will serve for a term of approximately one year. Those members of the first five-member Office Board who receive the highest number of votes will serve for the longest terms of office, but except as set forth herein, any members elected or designated by Sponsor or its designee as the owner of Unsold Office Units shall serve for the shortest terms of office. At each annual meeting of Office Unit Owners subsequent to the first such meeting, the Office Unit Owners shall elect Board members to replace the Office Board members whose terms of office are then expiring, each to serve a term of office fixed at three years. Notwithstanding the expiration of the term of office of a member of the Office Board or anything contained herein to the contrary, each member of the Office Board (including any member designated by Sponsor or its designee as the owner of Unsold Office Units) shall serve until a successor has been elected and qualified. There shall be no limit on the number of terms of office, successive or otherwise, that a Office Board member may serve.

2.4 Election of Office Board Members; Rights of Sponsor

2.4.1 Subject to the terms of subsections 2.4.3 and 2.4.4, all members of the Office Board to be elected by the Office Unit Owners shall be determined by a plurality of the votes cast by those Office Unit Owners (including Sponsor or its designee, and subject in all events to the rights of Sponsor under subsection 2.4.3 for so long as Sponsor or its designee shall own at least one (1) Office Unit) entitled to vote for such board member(s) who are present (in person or by proxy) and voting at a meeting at which a quorum of all Office Unit Owners is present or not required.

2.4.2 When voting for members of the Office Board, the voting shall be by ballot and each ballot shall state the name of the Office Unit Owner voting, the Office Unit owned by such Office Unit Owner and the percentage of Common Interest attributable to each Office Unit owned by such Office Unit Owner and, in addition, the name of the proxy if such ballot is cast by proxy. Nothing contained in these Office By-Laws shall be deemed to permit cumulative voting.

2.4.3 At the First Annual Office Meeting and at all times theretofore and thereafter, Sponsor and/or its designee and/or any owner of Unsold Office Units shall be able to vote in accordance with its/their ownership of Office Units and thus may be able to elect members of the Office Board by virtue of its/their ownership of Office Units. In addition, at elections of members to the Office Board held at and after the First Annual Office Meeting and before the expiration of the Initial Office Control Period, Sponsor and/or its designee will have the right to designate three (3) of the five (5) members of the Office Board who may be persons related to or affiliated with Sponsor, such designee, or other Unsold Office Unit Owners, and Sponsor, its designee and all other Office Unit Owners shall have the right to elect the remaining two (2) members of the Office Board who shall not be related to or affiliated with Sponsor, such designee or other Unsold Office Unit Owner. In addition, at elections of members to the Office Board held following the expiration of the Initial Office Control Period (but for so long as Sponsor, its designee or other owner of Unsold Office Units owns at least one (1) Unsold Office

Unit), Sponsor will have the right to designate two (2) of the five (5) members of the Office Board. Accordingly, from and after the expiration of the Initial Office Control Period, Sponsor and/or its designee shall have the right to designate no more than two (2) members of the Office Board and shall no longer exercise voting control over the Office Board, i.e., following the expiration of the Initial Office Control Period, at least three (3) of the five (5) members of the Office Board shall not be designated by Sponsor or its designee or other owner of Unsold Office Units but shall be elected by the Unit Owners. There is no restriction on the right of Sponsor and its designee(s) or any Unsold Office Unit Owner to vote for members of the Office Board who are not related to or affiliated with Sponsor or such designee or Unsold Office Unit Owner, however, after the expiration of the Initial Office Control Period, neither Sponsor nor its designee will designate a majority of the members of the Office Board.

2.4.4 In the event that after notice of an annual meeting of Office Unit Owners is given to Office Unit Owners in the manner prescribed by Section 3.4 of these Office By-Laws, the Office Unit Owners present in person or by proxy at such annual meeting constitute less than a quorum, and consequently new members of the Office Board to replace those whose terms expire as of such annual meeting cannot be elected, the remaining members of the Office Board shall fill any resulting vacancies at a special meeting of the Office Board held for that purpose promptly thereafter, even though the members of the Office Board present at such meeting may themselves constitute less than a quorum. The Office Board shall request the Office Unit Owners present (in person or by proxy) at the annual meeting to express their preferences for the Office Board members to have been elected at such annual meeting, but such expression of preferences shall be non-binding on the Office Board. Any person so elected by the Office Board shall be a member of the Office Board until the next annual meeting of Office Unit Owners, when a successor shall be elected for the remainder of the term.

2.5 Resignation and Removal.

2.5.1 Any member of the Office Board may resign at any time by written notice given in accordance with the terms of Section 5.1 of these Office By-Laws to the President or Secretary of the Office Board and, with respect to members of the Office Board designated as such by Sponsor (or its designee), by also giving such written notice to such party. Any such resignation shall take effect at the time specified in such notice and, unless specifically requested by the resigning member, acceptance of such resignation shall not be necessary for the effectiveness thereof.

2.5.2 Subject to the provisions of Section 2.3 and 2.4, and except as provided in the following sentence, any Office Board member elected thereto by the Office Unit Owners or Office Board pursuant to the terms of Section 2.4 or 2.6 hereof, respectively, may be removed from office, with or without cause, by a Majority of Office Unit Owners (as hereinafter defined). Any Office Board member who was designated or elected as such by Sponsor (or its designee) may be removed from office: (i) for cause, by a Majority of Office Unit Owners; and (ii) without cause, only by Sponsor or its designee. In the event of any removal described in the previous sentence, whether with or without cause, Sponsor (or its designee) shall have the sole right to designate the replacement of such member. Any Office Board member whose removal for cause has been proposed shall be given an opportunity to be heard at the meeting of Office Unit Owners at which such removal is to be considered.

2.6 Vacancies on Office Board. Subject to the provisions of Sections 2.3 and 2.4 hereof, any vacancy on the Office Board for whatever reason shall be filled by the members of the Office Board then in office, at a special meeting of the Office Board held for such purpose promptly after the occurrence of any such vacancy even though the members present at such meeting may constitute less than a quorum, and any person so elected shall be a member of the Office Board until the next annual meeting of Office Unit Owners, when a successor shall be elected for the remainder of the term of the member creating such vacancy. However, any vacancy on the Office Board created by the resignation, removal or any other reason of any Office Board member designated or elected as such by Sponsor or its designee shall be filled only by Sponsor or its designee, as the case may be.

2.7 Organizational Meeting of Office Board. The first meeting of the Office Board following each annual meeting of Office Unit Owners shall be held within thirty (30) days after such annual meeting at such time and place in the Borough of Manhattan as shall be fixed by a majority of the members thereof, and no notice shall be necessary to the Office Board members in order to legally constitute such meeting, provided that a majority of the members of the Office Board shall be present thereat.

2.8 Regular Meetings of Office Board. Regular meetings of the Office Board may be held at such time and place in the Borough of Manhattan as shall be determined from time to time by a majority of the members thereof, provided that at least one (1) such meeting shall be held every six (6) months during each fiscal year of the Office Section. Notice of regular meetings shall be given to each member thereof, by personal delivery, nationally recognized overnight courier, at least five (5) business days prior to the day named for such meeting.

2.9 Special Meetings of Office Board. Special meetings of the Office Board may be called by the President or Vice President of the Office Section by giving at least five (5) business days' prior notice to each member of the Office Board, by personal delivery, nationally recognized overnight courier, which notice shall state the time, place (in the Borough of Manhattan) and purpose of the meeting. In addition, the President shall call a special meeting upon the written request of two (2) or more members of the Office Board.

2.10 Waiver of Notice. Any member of the Office Board may at any time waive notice of any Office Board meeting in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Office Board at any meeting thereof shall constitute a waiver by such member of notice of the time and place thereof. If all the members are present at any meeting of the Office Board, no notice shall be required and any business may be transacted at such meeting.

2.11 Determinations by Office Board; Quorums.

2.11.1 Except as otherwise set forth in subsections 2.4.4, 2.6 and 2.11.3, all determinations of the Office Board shall be made at a meeting of the Office Board at which a quorum thereof is present. At any Office Board meeting, a majority of the members thereof shall constitute a quorum, except as may otherwise be provided herein, and the votes of a majority of such members present shall constitute the decision of the Office Board.

2.11.2 If at any Office Board meeting there is less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum exists or may reconvene the meeting to a time (specified on at least three (3) business days' notice, by personal delivery, nationally recognized overnight courier or telecopy to the absent members) when no quorum requirement shall apply. At any such adjourned meeting at which a quorum is present or is not required, any business which might have been transacted at the meeting originally called may be transacted without further notice.

2.11.3 Members of the Office Board may participate in a meeting thereof by means of a conference telephone call or similar communications equipment by means of which all persons participating in such meeting can hear each other, and such participation shall constitute presence at such meeting. Notwithstanding anything to the contrary contained herein, action permitted or required to be taken at a meeting of the Office Board may be taken without a meeting if all members of the Office Board consent thereto in writing.

2.12 Compensation. No member the Office Board shall receive any compensation for acting as such.

2.13 Liability of Office Board and Unit Owners.

2.13.1 To the extent permitted by applicable law, no member of the Office Board shall have any personal liability with respect to any contract, act or omission of the Office Board, the Condominium Board or of any managing agent or manager, building engineer or superintendent in connection with the affairs or operation of the Condominium or the Office Section (except in its or their capacities as Unit Owners) and the liability of any Office Unit Owner with respect thereto shall be limited as hereinafter set forth. Every contract made by the Office Board or by any managing agent or manager thereof shall state that it is made by the Office Board or the managing agent or manager only as agent for all Office Unit Owners, and that the Office Board members or managing agent or manager shall have no personal liability thereon (except in its or their capacities as Unit Owners) and may also state the applicable limitations of liability of the Office Unit Owners provided for in the next sentence; the absence of such statement or statements in any such contract shall not be deemed to imply any personal liability on the part of the Office Board, the managing agent or manager or any greater liability on the part of any Office Unit Owner than as provided in the next sentence. The liability of any Office Unit Owner for any contract, act or omission with respect to the Condominium shall be limited to such Unit Owner's share of the total liability of the Office Section with respect thereto in such proportion as the Common Interest of such Office Unit Owner bears to the aggregate Common Interests of all Office Unit Owners; and the liability of any Office Unit Owner for any contract, act or omission with respect to the Office Section shall be limited to such proportionate share of the total liability as the Common Interest of such Office Unit Owner bears to the aggregate Common Interests of all Office Unit Owners; and in each case, to the extent permitted by applicable law, shall be limited to such Office Unit Owner's interest in its Office Unit and its appurtenant Common Interest, so that such Office Unit Owner shall have no personal liability for any such contract, act or omission.

2.13.2 Nothing in the preceding Section shall limit an Office Unit Owner's liability for the payment of Office Common Charges. To the extent permitted by applicable law,

Office Board members shall have no liability to Office Unit Owners except that a Board member shall be liable for its or his or her own bad faith or willful misconduct. All Office Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each Office Board member against any liability or claim except those arising out of such Office Board member's own bad faith or willful misconduct. The Office Board may contract or effect any other transaction with any member of the Office Board, any member of the Condominium Board, any Unit Owner and/or Declarant, and/or their respective designees, or the Residential Unit Owners or Residential Board, and/or its designees, or the Garage Unit Owner and/or its designee, or any affiliate of any of them without incurring any liability for self-dealing, except in cases of bad faith or willful misconduct.

2.13.3 Neither the Office Board nor any member thereof shall be liable for either: (i) any failure or interruption of any utility or other services to be provided or obtained by, or on behalf of, the Office Board or Condominium Board or to be paid for as either a Office Common Expense or General Common Expense, except when any such failure or interruption is caused by the acts of bad faith or willful misconduct of the Office Board or such member thereof, as the case may be; or (ii) any injury, loss or damage to any individual or property, occurring in or upon either a Unit or any Common Element, which is either: (a) caused by the elements, by any Unit Owner or by any other individual, (b) resulting from electricity, water, snow or ice that may leak or flow from a Unit or any portion of any Common Element, or (c) arising out of theft or otherwise; except in each case when caused by the acts of bad faith or willful misconduct of the Office Board or such member thereof.

2.14 Fidelity Bonds. The Office Board shall obtain fidelity bonds (or similar bonds or insurance), in amounts deemed appropriate by it, for all of its members, officers and employees and for the managing agent or manager, if any, employed by it and the premiums on such bonds (or insurance) shall constitute Office Common Expenses.

2.15 Committees. The Office Board may, subject to such limitations and exceptions as the Office Board may prescribe, appoint such committees as the Office Board may deem appropriate, each to consist of two or more members of the Board. Each such committee, to the extent provided in the resolution which creates it, shall have and may exercise all the powers of the Office Board during the intervals between the meetings of the Board, insofar as may be permitted by law. For so long as Sponsor is entitled to designate members to the Office Board, any committee appointed by the Office Board shall have as at least one of its members a member of the Office Board appointed by Sponsor.

2.16 Status of Board. In addition to the status conferred upon the Office Board under or pursuant to the provisions of the New York Condominium Act, the Office Board shall, to the extent permitted by applicable law, be deemed to constitute a separate unincorporated association for all purposes under and pursuant to the provisions of the General Associations Law of the State of New York. In the event of the incorporation or organization of the Office Board pursuant to the provisions of Section 2.17, the provisions of this Section 2.16 shall no longer be applicable to the Office Board.

2.17 Incorporation and Organization of Office Board. To the extent and in the manner provided in the New York Condominium Act, the Office Board may, by action of the Office

Board as provided in this Article 2, be organized as a limited liability company or incorporated under the applicable statutes of the State of New York. In the event that the Office Board so incorporates or organizes, it shall have, to the extent permitted by applicable law, the status conferred upon it under such statutes in addition to the status conferred upon the Office Board under or pursuant to the provisions of the New York Condominium Act. The certificate of incorporation and by-laws of any such resulting corporation or the articles of organization and operating agreement of such resulting limited liability company, as the case may be, shall conform as closely as practicable to the provisions of the Declaration, these Office By-Laws and, to the extent applicable, the Condominium By-Laws, and the provisions of the Declaration, these Office By-Laws and, to the extent applicable, the Condominium By-Laws, shall control in the event of any inconsistency or conflict between the provisions thereof and the provisions of such certificate of incorporation and by-laws or articles of organization and operating agreement.

2.18 Office Board as Agent of Office Unit Owners. In exercising its powers and performing its duties under the Declaration, these Office By-Laws and, to the extent applicable, the Condominium By-Laws, the Office Board shall act as, and shall be, the agent of the Office Unit Owners, subject to and in accordance with the provisions of the Declaration, these Office By-Laws and, to the extent applicable, the Condominium By-Laws.

2.19 Prohibited Transactions. Each member of the Office Board shall perform his or her duties, and shall exercise his or her powers, in good faith and with a view to the interests of the Office Section. To the extent permitted by applicable law, no contract or other transaction between the Office Board and either: (i) any of its members, or (ii) any corporation, partnership, fiduciary, firm, limited liability company, association or other entity in which any of the members of the Office Board are officers, directors, shareholders, employees, partners, fiduciaries, beneficiaries, members or principals, or are otherwise interested, pecuniarily or otherwise, shall be deemed either void or voidable because either: (a) any such member of the Office Board was present at the meeting or meetings of the Office Board during which such contract or transaction was discussed, authorized, approved or ratified, or (b) the vote of any such member was counted for such purpose; provided, however, that either: (1) the fact thereof is disclosed to, or known by, the Office Board or a majority of the members thereof and noted in the minutes thereof, and the Office Board shall authorize, approve or ratify such contract or transaction in good faith by a vote of a majority of the Office Board; or (2) the fact thereof is disclosed to, or known by, a majority of Office Unit Owners, present at a duly constituted meeting, shall in good faith authorize, approve or ratify such contract or transaction; and (3) the contract or transaction is commercially reasonable to the Office Board at the time the same is authorized, approved, ratified, executed or otherwise consummated. Any such members of the Office Board may be counted in determining the presence of a quorum of any meeting of the Office Board which authorizes, approves or ratifies any such contract or transaction, but no such member shall be entitled to vote thereat in order to authorize, approve or ratify such contract or transaction.

2.20 Principal Office of Office Board. The principal office of the Office Board shall be located either within the Property or at such other place in the Borough of Manhattan, as may be designated from time to time by the Office Board.

ARTICLE 3

OFFICE UNIT OWNERS

3.1 Annual Meetings. The first annual office meeting (the "First Annual Office Meeting") shall be held not later than 30 days following the earlier to occur of: (a) the second anniversary of the First Office Closing; or (b) the closing of title by Sponsor to Office Units representing at least 50% both in number and aggregate Common Interests of all Office Units to Purchasers; and at such meeting, the incumbent three-member Board designated by Sponsor will resign and a new Board, consisting of five members, will be elected and/or designated by the Office Unit Owners and Sponsor, as the case may be, as described above. Thereafter, annual meetings of Office Unit Owners shall be held within four weeks after the anniversary of such first meeting in each succeeding year on a date to be set by the Office Board. At such meetings, the Office Unit Owners shall designate successors to the members of the Office Board and there shall also be transacted such other business as may properly come before such meeting.

3.2 Place of Meetings. Meetings of Office Unit Owners shall be held at the principal office of the Office Section or at such other place in the Borough of Manhattan as may be designated from time to time by the Office Board.

3.3 Special Meetings. The President or the Vice President of the Office Section shall call a special meeting of Office Unit Owners if so directed by resolution of the Office Board or upon a petition signed and presented to the Secretary of the Office Section by Office Unit Owners owning Office Units representing not less than 50% of the Common Interests of all Office Units. Each such resolution or petition shall state, in reasonable detail, the purposes for calling such meeting.

3.4 Notice of Meetings and Actions Taken. Notice of each annual or special meeting of Office Unit Owners shall be given by the Secretary of the Office Section to all Office Unit Owners of record entitled to vote thereat, at their address at the Condominium (or at such other address as any Office Unit Owner has designated by notice in writing to the Secretary of the Office Section at least fifteen (15) business days prior to the giving of notice of the applicable meeting). Each such notice shall state the purposes of the meeting and the time and place where it is to be held, and no business shall be transacted at such meeting except as stated in the notice. All notices hereunder shall be given by personal delivery, mail, nationally recognized overnight courier or telecopy, at least ten (10) business days prior to the date fixed for the meeting. However, if the business to be conducted at any meeting of the Office Unit Owners shall include consideration of a proposed amendment to the Declaration, these Office By-Laws or the Condominium By-Laws, the notice of such meeting shall be given to all Office Unit Owners, in the manner provided above, at least thirty (30) days prior to the date fixed for such meeting and such notice shall be accompanied by a copy of the text of such proposed amendment.

3.5 Lack of Quorum. If any meeting of Office Unit Owners cannot be held because a quorum is not present, the Office Unit Owners who are present at such meeting, either in person or by proxy, may act by majority vote to either: (a) adjourn the meeting from time to time until a quorum exists; or (b) reconvene the meeting to a time (specified on not less than three

(3) business days' notice, by personal delivery, nationally recognized overnight courier or telecopy, to the absent Office Unit Owners) when no quorum requirement shall apply.

3.6 Order of Business. The order of business at all regular meetings of Office Unit Owners shall be as follows:

(a) Call to order.

(b) Roll call.

(c) Proof of notice of meeting.

(d) Reading of minutes of preceding meeting.

(e) Reports of officers.

(f) Reports of committees.

(g) Election of inspectors of election (when so required).

(h) Election of members of the Office Board.

(i) Unfinished business.

(j) New business.

(k) Adjournment.

3.7 Title to Office Units. Title to Office Units may be taken by any individual, corporation, partnership, limited liability company, association, trust, fiduciary or other entity, or any two or more of such owners as joint tenants, tenants in common or tenants by the entirety, as may be appropriate.

3.8 Voting.

3.8.1 Each Office Unit Owner, or a person designated by such Office Unit Owner to act as proxy on its behalf and who need not be a Unit Owner, shall be entitled to cast the votes appurtenant to such Office Unit as set forth herein, in the Condominium By-Laws (to the extent applicable) and in the Declaration at all meetings of Office Unit Owners and at all joint meetings of Unit Owners. The designation of any such proxy shall be made in a signed and dated writing to the Secretary of the Office Section and shall be revocable at any time by written notice actually delivered to such Secretary by the Office Unit Owner which had made the designation; provided, however, that no designation to act as a proxy shall be effective for a period in excess of six (6) months (except that the designation of a Permitted Mortgagee to act as the proxy of its mortgagor shall be effective until duly revoked).

3.8.2 A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity.

3.8.3 If two (2) or more persons or entities own an Office Unit, they shall designate one (1) person or entity amongst them to vote the entire Common Interest appurtenant to their Unit in a writing given to the Secretary of the Office Section, and the vote of such designee shall be binding upon such designors. Failing such a designation, all of such persons or entities shall mutually vote such Common Interest under one ballot, without division, and the concurrence of such persons or entities shall be conclusively presumed if any one of them purports to vote such Common Interest without protest being made contemporaneously to the party presiding over the meeting at which such vote is taken. If protest is made, the Common Interest appurtenant to such Office Unit shall be counted solely for the purpose of determining whether a quorum is present for such voting.

3.8.4 Neither the Office Board nor its designee shall be entitled to vote the interest appurtenant to any Office Unit owned by the Office Board or such designee, and the Common Interest of such Unit shall be excluded from the total Common Interests when computing the interests of Office Unit Owners for quorum and voting purposes.

3.8.5 Except as otherwise set forth herein, in the Condominium By-Laws (to the extent applicable) or in the Declaration, at all meetings of Office Unit Owners, each Office Unit Owner (or its proxy) entitled to vote thereat (including, without limitation, Sponsor or its designee or other owner of Unsold Office Units) shall be entitled to cast one vote for each .0001% (rounded off to the nearest .0001%) of Common Interest attributable to its Office Unit or Units in proportion to the Common Interest of all Office Units.

3.8.6 Whenever a particular percentage of Common Interest must be reached for voting purposes and such required percentage is described in terms of the Office Unit Owners, as a group, as opposed to a percentage of all Unit Owners as a whole, such required percentage shall mean a percentage in terms of the total Common Interests attributable to all Office Unit Owners and not the percentage of Common Interests attributable to all Unit Owners.

3.9 Majority of Office Unit Owners. Except as may otherwise be provided by law, as used in these Office By-Laws, the Condominium By-Laws (to the extent applicable) and the Declaration, the term "Majority of Office Unit Owners" means those Office Unit Owners having more than 50% of the total authorized votes of all Office Unit Owners (determined in accordance with the provisions of Section 3.8), who are present in person or by proxy and voting at a duly constituted meeting at which a quorum is present or is not required.

3.10 Quorum. Except as otherwise provided in these Office By-Laws, the presence in person or by proxy of Office Unit Owners owning Office Units to which appertain more than 50% of the aggregate Office Common Interests shall constitute a quorum at all meetings of Office Unit Owners.

3.11 Majority Vote. Except where otherwise provided by law, the Declaration or these Office By-Laws, at all meetings solely of Office Unit Owners, the affirmative vote of a Majority of Office Unit Owners shall be binding upon all Office Unit Owners for all purposes.

3.12 Representation on Condominium Board. Office Unit Owners shall not be entitled to vote in their individual capacities as Unit Owners at any meeting of the Condominium Board.

Prior to the First Annual Office Meeting, two (2) of the three (3) members of the Office Board designated by Sponsor, its designee or other Unsold Office Unit Owner, shall also serve as the members of the Condominium Board designated by the Office Board and shall be entitled to vote at such meeting(s) in accordance with the terms of Section 2.1 hereof and the provisions of the Condominium By-Laws. From and after the First Annual Office Meeting, two (2) of the five (5) members of the Office Board shall also serve as the two (2) members of the Condominium Board designated by the Office Board and shall be entitled to vote at any such meeting(s) in accordance with the terms of Section 2.1 hereof and the provisions of the Condominium By-Laws. Until the expiration of the Initial Office Control Period, two (2) of the three (3) Office Board members who are designated by Sponsor, its designee or other Unsold Office Unit Owners shall serve as the two (2) members of the Condominium Board designated by the Office Board. From and after the expiration of the Initial Office Control Period but while Sponsor, its designee or other Unsold Office Unit Owner still own at least one Office Unit, the two (2) members of the Office Board designated by Sponsor, its designee or other Unsold Office Unit Owner, shall also serve as the two (2) members of the Condominium Board designated by the Office Board. After Sponsor or its designee or other holder of Unsold Office Units is no longer entitled to designate any members of the Office Board, and all such members are elected by the Office Unit Owners, the two (2) Office Board members with the longest remaining term of office shall serve as the representatives of the Office Section on the Condominium Board. Notwithstanding anything contained herein or in the Condominium By-Laws to the contrary, the term of office of any member of the Condominium Board designated by the Office Board shall expire upon expiration of such members term of office on the Office Board, as set forth herein.

ARTICLE 4

OFFICERS

4.1 Designation. (a) The principal officers of the Office Section shall be a President, Vice President/Treasurer and Secretary, all of whom shall be elected by the Office Board. The Office Board may elect more than one Vice President, or an Assistant Treasurer or Assistant Secretary and such other officers as in its judgment may be desirable. Nothing herein shall preclude any officer of the Office Section from also being an officer of the Condominium or any officer of the Condominium from also being an officer of the Office Section, if otherwise qualified under the terms of these Office By-Laws and the Condominium By-Laws, as applicable. Unless prohibited by applicable law, any two or more offices of the Office Section may be held by the same person.

(b) None of the officers of the Office Section need be Office Unit Owners or have any interest therein or be members of the Condominium Board; except that, from and after the first organizational meeting of the Office Board after the First Annual Office Meeting, the President of the Office Section must be a member of the Office Board.

4.2 Election of Officers. The officers of the Office Section shall each be elected annually by the Office Board at the organizational meeting(s) thereof and at any other meeting as may be required to fill a vacancy, and shall serve at the pleasure of the Office Board; except that the initial officers of the Office Section shall be elected by the First Office Board and shall hold office at the pleasure of such First Office Board and until their successors are elected.

4.3 Resignation and Removal of Officers. Any officer may resign at any time by written notice given in accordance with the terms of Section 5.1 of these Office By-Laws to the Office Board; such resignation shall take effect at the time specified and, unless specifically requested by the resigning officer, acceptance of such resignation shall not be necessary to make it effective. Upon the affirmative vote of a majority of the Office Board, present in person or by proxy at a regular meeting of the Office Board, or at a special meeting of the Office Board called for such purpose, at which a quorum is present or is not required pursuant to Section 2.12.2, any officer may be removed, either with or without cause, and his or her successor shall be elected.

4.4 President. The President of the Office Section shall be the chief executive officer of the Office Section and shall preside at all meetings of Office Unit Owners and of the Office Board. The President shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York, including, but not limited to, the power to appoint committees from among Office Unit Owners from time to time as such President, in his or her discretion, may decide are appropriate to assist in the conduct of the affairs of the Office Section.

4.5 Vice President. The Vice President of the Office Section shall take the place of the President under whom he or she serves and shall perform the duties of the President whenever the President shall be absent or unable to act. If both the President and the Vice President of the Office Section are unable to act, the Office Board shall appoint some other member of the Office Board to act in the place of such President and Vice President on an interim basis. The Vice President shall also perform such other duties as, from time to time, shall be imposed by the Office Board or by the President.

4.6 Secretary. The Secretary of the Office Section shall keep the minutes of the meetings of the Office Unit Owners and of the Office Board. The Secretary shall have charge of such books and papers as the Office Board shall direct and, in general, shall perform all of the duties incident to the office of secretary of a stock corporation organized under the Business Corporation Law of the State of New York.

4.7 Treasurer. The Treasurer shall have the care and custody of the funds and securities of the Office Section and shall be responsible for keeping full and accurate financial records and books of account thereof showing all receipts and disbursements necessary for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all funds and other securities in the name of the Office Board (or in the name of the managing agent or manager appointed by the Office Board) in such depositories as may from time to time be designated by such Office Board and shall, in general, perform all of the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

4.8 Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Office Section shall be executed by the President or Vice-President, acting alone, or by any other two officers thereof or by such other person or persons as may be designated by the Office Board. In addition to the foregoing, the Office Board may authorize the managing agent serving on its behalf to execute checks, provided that the expenditures, and the managing agent's paying for same, have been approved in advance by resolution of the Office

Board or have been authorized by two officers of the Office Section (at least one of whom shall be a Office Board member).

4.9 Compensation of Officers. No officer shall receive any compensation for acting as such.

4.10 Liability of Officers.

4.10.1 To the extent permitted by applicable law, no officer of the Office Section shall have any personal liability with respect to any contract, act or omission of the officers in connection with the affairs or operation of the Office Section (except in their capacities as Office Unit Owners). To the extent permitted by applicable law, officers shall have no liability to Office Unit Owners, except that an officer shall be liable for his or her own bad faith or willful misconduct. All Office Unit Owners shall severally, to the extent of their respective interests in their Office Units and their appurtenant Common Interests, indemnify defend and hold harmless each officer of the Office Section against any liability or claim except those arising out of such officer's own bad faith or willful misconduct.

4.10.2 None of the officers of the Office Section shall be liable for either: (i) any failure or interruption of any utility or other services to be obtained by, or on behalf of, any such officer or to be paid for as either a Office Common Expense or General Common Expense, except when any such failure or interruption is caused by the acts of bad faith or willful misconduct of such officer; or (ii) any injury, loss or damage to any individual or property, occurring in or upon either a Unit or any Common Element, which is either: (a) caused by the elements, by any Unit Owner or by any other individual, (b) resulting from electricity, water, snow or ice that may leak or flow from a Unit or any portion of any Common Element, or (c) arising out of theft or otherwise; except in each case when caused by the acts of bad faith or willful misconduct of such officer.

ARTICLE 5

NOTICES

5.1 Notices. Except as otherwise provided in these Office By-Laws, all requests, notices, reports, demands, approvals and other communications required or desired to be given shall be in writing and shall be delivered: (a) if to the Office Board, in person or sent to the principal office of the Office Board (or to such other address as the Office Board may designate from time to time by notice in writing to all Unit Owners and to all Permitted Mortgagees having requested in writing notice of same); and a duplicate shall be sent in like manner to the managing agent of the Office Section, if any; (b) if to an Office Unit Owner, in person or sent to the address of such Office Unit Owner at the Building, or to such other address as may have been designated by such Office Unit Owner from time to time in writing to the Office Board; (c) if to Permitted Mortgagees, either delivered in person or sent by registered or certified mail, return receipt requested, or by nationally recognized overnight courier service to their respective addresses, as may have been designated by such Permitted Mortgagees from time to time in writing to the Office Board; and (d) if to any other Person, in the manner provided in the Condominium By-Laws. All notices delivered in person (to the extent permitted herein) shall be

deemed to have been given when delivered in person. Unless other means of giving certain notices are specifically required or permitted pursuant to the Declaration, Condominium By-Laws and Office By-Laws (including the Office Rules and Regulations (if any)), all notices which are "sent" shall be sent either: (x) by registered or certified mail, return receipt requested, and shall be deemed to have been given three (3) days after deposit in a depository maintained by the U.S. Postal Service in a postage prepaid sealed wrapper; or (y) by nationally recognized overnight courier service and shall be deemed to have been given the first Business Day (for domestic delivery) and the third Business Day (for international delivery), after deposit with an overnight courier service, provided that notices of change of address shall in all events be deemed to have been given when received. Notwithstanding the foregoing, notices may be also sent to such parties by electronic mail, so long as a copy of such notice is also sent simultaneously by the method authorized for such party, as listed herein.

5.2 Waiver of Service of Notice. Whenever any notice is required to be given by law, the Declaration or these Office By-Laws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE 6

OPERATION OF THE OFFICE SECTION

6.1 Determination of Office Common Expenses and Fixing of Office Common Charges.

6.2.1 (a) As described in the Condominium By-Laws, the Condominium Board shall from time to time, but at least annually, prepare a budget setting forth the projection of General Common Expenses and will allocate to the Office Section, in the manner described in the Condominium By-Laws, the General Common Charges necessary to meet the Office Section's allocated share of General Common Expenses. Except as set forth in Section 6.6.2 hereof, the Office Board will allocate and assess to each Office Unit Owner, in such proportion as the Common Interest of each such Unit Owner's Office Unit bears to the total aggregate Common Interests of all Office Units, a portion of the General Common Charges allocated to the Office Section, to be assessed against and paid by each Office Unit Owner as part of the Office Common Charges payable by such Office Unit Owner, as provided in Section 6.1.2 hereof.

(b) Under the Condominium By-Laws, and to the extent permitted by law, the Office Common Charges collected by the Office Board shall, in all instances, first be payable to the Condominium Board in payment of the Office Section's allocated share of General Common Charges, failing the occurrence of which, the Condominium Board shall have the right, without limitation, to avail itself of the remedy of specific performance with respect to the Office Board's obligations hereunder.

6.2.2 (a) Except as otherwise provided herein, all costs and expenses in connection with the repair, maintenance, replacement, restoration, care, upkeep and operation of, and any alteration, addition or improvement to, the Office Common Elements and the Office Limited Common Elements and the business and affairs of the Office Section (the "Office

Common Expenses") shall be determined by the Office Board and shall be borne solely by the Office Unit Owners. Office Common Expenses shall include, without limitation: (i) such amounts as the Office Board may deem proper for the establishment of and/or changes to reserves, including, without limitation, a general operating reserve or a reserve for working capital or for replacements with respect to the Office Common Elements and the Office Limited Common Elements; (ii) such amounts, determined by the Office Board, as may be required for the purchase, lease or sublease by the Office Board or its designee, on behalf of all Office Unit Owners of any Office Unit; and (iii) all such other items as are provided for in the Declaration, the Condominium By-Laws or these Office By-Laws to be Office Common Expenses. The Office Board shall from time to time, but at least annually, prepare a budget setting forth the projection of Office Common Expenses and shall allocate and assess to the Office Unit Owners pro rata, in accordance with their respective Common Interests (except as otherwise provided in the Declaration, the Condominium By-Laws or these Office By-Laws), charges to meet the Office Common Expenses (which shall include each Office Unit Owner's share of General Common Charges (such charges together with all such other amounts denominated or payable as Office Common Charges in or under the Declaration, the Condominium By-Laws or these Office By-Laws being, collectively, the "Office Common Charges")). In addition to basing certain elements of Office Common Charges on Common Interests, the Office Board may also assess the same in accordance with submetering, contract allocations and usage (both projected and actual) so long as such allocations are reasonable, as determined by the Office Board. The Office Board shall advise all Office Unit Owners promptly in writing of the amount of Office Common Charges payable by each of them and shall furnish copies of each annual budget on which such Office Common Charges are based to all Office Unit Owners and, upon written request therefor, to Permitted Mortgagees thereof.

(b) Notwithstanding anything to the contrary contained in this Section 6.1.2, the costs of repair, maintenance, replacement, restoration, care, upkeep and operation of, and any alteration, addition or improvement to, the Office Common Elements and the Office Limited Common Elements described in subsection 6.6.2(c) and 6.6.2(d) hereof shall be paid for in the manner described therein.

6.2.3 The Office Board may, at its sole discretion, from time to time increase or decrease the amount of Office Common Charges, and may modify its prior determination of the Office Common Expenses for any fiscal year so as to increase or decrease the amount of Office Common Charges payable for such fiscal year or portion thereof; however, no such revised determination shall have a retroactive effect on the amount of Office Common Charges payable by Office Unit Owners for any period prior to the date of such new determination. However, a prior period's deficit may be included in Office Common Charges for a subsequent period or levied from a special assessment levied against all Office Unit Owners in accordance with subsection 6.1.5.

6.2.4 The failure or delay of the Office Board to prepare or adopt a budget or to otherwise determine the Office Common Expenses, for any fiscal year or portion thereof shall not be deemed a waiver or modification in any respect of the covenants and provisions hereof or a release of any Office Unit Owner from the obligation to pay Office Common Charges. In the event of such failure by the Office Board, the Office Common Charges that were computed on the basis of the Office Common Expenses last determined for any fiscal year or portion thereof,

together with the Office Section's then current allocated share of General Common Charges (determined in accordance with the terms of the Condominium By-Laws), shall continue thereafter to be the Office Common Charges payable by the Office Unit Owners until a new determination of the Office Common Charges is made, increased by (i) anticipated expenditures for applicable Mandatory Office Costs and (ii) the CPI Increase Factor, shall remain in effect. As used herein, "Mandatory Office Costs" means all costs attributable to insurance coverage the Office Board is required to obtain and maintain under these Office By-Laws; costs under previously executed multi-year contracts with third-parties; taxes and other governmental charges; utilities; compliance with Laws and Insurance Requirements, amounts payable to the Managing Agent under the terms of its management agreement; actions that the Office Board is required to take under the Condominium Documents; and all existing contractual requirements.

6.2.5 In addition to the foregoing duty to determine the amount of and to assess Office Common Charges, the Office Board shall have the right to levy special assessments to meet the Office Common Expenses (or a prior period's deficit, in accordance with subsection 6.1.3), including, without limitation, the Office Section's allocated share of General Common Charges or any special assessment levied by the Condominium Board. The Office Board shall have all rights and remedies for the collection of special assessments as are provided herein for the collection of Office Common Charges (including, without limitation, perfecting a lien against the defaulting Office Unit).

6.2.6 The excess of all rents, profits and revenues derived from the rental or use of any space or facility forming part of or included in any Office Section Limited Common Element shall be collected by the Office Board, as agent for and on behalf of the Office Unit Owners, and shall constitute income of the Office Unit Owners, to be applied against Office Common Expenses next arising. Notwithstanding any provision contained in these Office By-Laws to the contrary, in no event shall any rent, profit or revenue derived from the rental, licensing or use of any space in the Office Section be deemed to be derived from the rental, licensing or use of any floor slabs, ceilings or walls delineating or enclosing such space or the incidental use of any portion of any Office Common Elements or Office Limited Common Elements appurtenant to such space. In addition, none of the Office Unit Owners, nor the Office Board will have any interest in the rents, profits or revenues from the rental or use of any space in the Residential Section and/or the Garage Unit.

6.3 Payment of Office Common Charges.

6.3.1 All Office Unit Owners shall be obligated to pay to the Office Board the Office Common Charges assessed by the Office Board pursuant to the provisions of Section 6.1, at such time or times as the Office Board determines. Unless otherwise determined by the Office Board, Office Common Charges shall be payable monthly, in advance, on the first day of each month.

6.3.2 No Office Unit Owner shall be liable for the payment of any part of the Office Common Charges assessed against such Office Unit Owner's Unit subsequent to a permissible sale, transfer or other conveyance by it (made in accordance with these Office By-Laws) of such Unit, together with its appurtenant Common Interest except as expressly provided herein. Any Office Unit Owner may, subject to the terms and conditions of these Office By-

Laws, convey its Unit, together with its appurtenant Common Interest, without consideration, to the Office Board or its designee, on behalf of all Office Unit Owners, and in such event (except as hereinafter set forth) be exempt from Office Common Charges thereafter accruing, provided that such Office Unit is free and clear of liens and encumbrances other than the statutory lien for unpaid Office Common Charges (provided that no amounts are owing under any such lien). However, in no event may an Office Unit Owner exempt itself from liability for Office Common Charges by waiving use of any of the Common Elements or by abandonment of its Office Unit. A purchaser of an Office Unit shall be liable for the payment of Office Common Charges accrued and unpaid against such Unit prior to its acquisition thereof, except that, to the extent permitted by law, a Permitted Mortgagee acquiring title to an Office Unit at a foreclosure sale shall not be liable for, and such Office Unit shall not be subject to, a lien for the payment of Office Common Charges assessed against such Office Unit subsequent to the recording of such Permitted Mortgage and prior to the acquisition of title of such Office Unit by such mortgagee; the foregoing is subject to the provisions of the last sentence of subsection 6.3.2 hereof. However, in the event of a foreclosure of an Office Unit by a Permitted Mortgagee (whether by sale, deed in lieu of foreclosure or otherwise) or by the Office Board of its lien on any Office Unit for unpaid Office Common Charges, if the net proceeds of the foreclosure sale actually received (after deduction of all legal fees, advertising costs, brokerage commissions and other costs and expenses incurred by such Permitted Mortgagee in connection therewith) are insufficient to satisfy the defaulting Office Unit Owner's obligations, such Office Unit Owner shall remain liable for the deficit of all unpaid Office Common Charges.

6.3.3 Sponsor shall have the right, in its sole and absolute discretion, to cause the Office Board to waive the collection of some or all of the Office Common Charges from Office Unit Owners for a period of time prior to full occupancy of the Office Section (the "Waiver Period"); provided, however, that Sponsor shall either (a) be solely responsible for paying of all remaining expenses to operation the Office Section during the Waiver Period (the "Waiver Period Operating Expenses"), or (b) assess Office Unit Owners their proportionate share based on their respective Common Interest of the Waiver Period Operating Expenses. All Operating Expenses paid by Sponsor during the Waiver Period are based on the actual cost of operating the Office Section and not on estimates set forth in Schedule B to the Offering Plan.

6.3.4 (a) Prior to any permissible sale, transfer or other conveyance of an Office Unit, any seller or purchaser of an Office Unit shall be entitled, upon request for same, to a statement from the Office Board, dated as of the date of the closing of title in connection with any such sale, transfer or other conveyance, setting forth the amount of unpaid Office Common Charges accrued against the Unit.

(b) The Office Board shall promptly provide any Office Unit Owner who so requests with a written statement of all unpaid Office Common Charges due to it from such Office Unit Owner.

6.3.5 Notwithstanding the provisions of subsection 6.2.1, any Office Unit Owner that is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to the immunities from suite enjoyed by a foreign government (i.e., diplomatic or sovereign immunity) shall deposit with the Office Board an amount equal to two (2) times the then current annual Office Common Charges for such Unit,

subject to increase from time to time as such Office Common Charges increase, together with the full amount of any special assessment levied against, or allocable to, such Unit, as security for the faithful observance by such Office Unit Owner of the terms, provisions, and conditions of these Office By-Laws. In the event that such Office Unit Owner defaults in respect of the terms, provisions and conditions of these Office By-Laws, the Office Board may use, apply or retain the whole or any part of the security so deposited, to the extent required for the payment of any Office Common Charges or any other sum as to which such Office Unit Owner is in default. If the Office Board applies or retains any part of said security, the Office Unit Owner in question, within ten (10) days after notice from the Office Board, shall deposit with the Office Board the amount so applied or retained so that such Office Board has the full amount of said security on hand at all times.

6.4 Default in Payment of Office Common Charges; Lien for Unpaid Office Common Charges; Other Remedies.

6.4.1 The Office Board shall take prompt action to collect any Office Common Charges which remain unpaid for more than thirty (30) days after the due date for payment thereof, including, without limitation, the institution of such actions and the recovery of interest and expenses as provided in this Article 6. Subject to the applicable terms of the Condominium By-Laws, in the event the Office Board, after notice from the Condominium Board, fails to take such action against an Office Unit Owner, then the Condominium Board may do so, in its own name or, if necessary, in the name of the Office Board.

6.4.2 Except to the extent prohibited by law, the Office Board, on behalf of all Office Unit Owners, shall have a lien for Office Common Charges unpaid by any Office Unit Owner, together with interest thereon, on all Office Units owned by such Office Unit Owner. Such lien for Office Common Charges shall be subordinate only to liens for real estate taxes and, to the extent required by applicable law, to prior recorded Permitted Mortgages on such Office Units, which are first mortgages of record. In the event of a change in applicable law which does not mandate that the lien for Office Common Charges be subordinate to the lien for prior recorded Permitted Mortgages which are first mortgages of record, then, to the extent then permitted by applicable law, provided the Office Board determines (in its sole discretion) that such a change in law is and a corresponding change to these Office By-Laws will be generally acceptable to mortgage lenders, the lien for Office Common Charges shall not be subordinate to the lien of any such Permitted Mortgages thereafter made or to the lien of any such Permitted Mortgages theretofore made to the extent that, after the implementation of such amendment to applicable law, such Permitted Mortgages have been modified, amended or extended so that additional monies are secured thereby.

6.4.3 In the event any Office Unit Owner fails to make payment of Office Common Charges when due, such Unit Owner shall be obligated to pay: (a) a "late charge" of $.04 for each dollar of such amounts which remain unpaid for more than ten (10) days from their due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid); and (b) interest at the Default Rate on such unpaid amounts (exclusive of any "late charges" theretofore collected on such amounts) computed from the due date thereof to the date payment is actually received from the delinquent Office Unit Owner, together with all expenses, including, without limitation, attorneys' fees and expenses paid or incurred by the

Office Board or by any managing agent in any proceeding brought to collect such unpaid Office Common Charges or in an action to foreclose the lien on such Unit arising from such unpaid Office Common Charges, whether as provided in Section 339-z of the New York Condominium Act, in the manner provided in Section 339-aa thereof, or in any other manner permitted by law. In addition, if the Office Board shall bring an action to foreclose such lien because of unpaid Office Common Charges, the defaulting Office Unit Owner shall be required to pay a reasonable fee for the use and occupancy of its Unit and the plaintiff in such foreclosure action shall be entitled to the appointment, without notice, of a receiver to collect the same. All such "late charges," interest, expenses and fees shall be added to and shall constitute Office Common Charges payable by such Office Unit Owner; and the lien for unpaid Office Common Charges shall also secure the payment of such additional sums. A suit to recover a money judgment for unpaid Office Common Charges shall be maintainable without foreclosing or waiving the lien securing such charges.

6.4.4 In any action brought by the Office Board to foreclose a lien on an Office Unit because of unpaid Office Common Charges, the Office Board, acting on behalf of all Office Unit Owners, shall have the power (but shall not be obligated) to purchase any such Office Unit at the foreclosure sale thereof and to acquire, hold, lease, mortgage, convey or otherwise deal with such Unit (but not to vote the interests appurtenant thereto). In the event the net proceeds received on a foreclosure sale (after deduction of all legal fees, advertising costs, brokerage commissions and other costs and expenses incurred in connection therewith) are insufficient to satisfy the defaulting Office Unit Owner's obligations, such Office Unit Owner shall remain liable for the deficit.

6.4.5 (a) For the purposes of this subsection 6.3.5, "non-occupying owner" shall mean an Office Unit Owner who or which does not occupy its Office Unit.

(b) If a non-occupying owner rents any Office Unit to a rental tenant and then fails to make payments due for Office Common Charges or any other amounts payable by such Office Unit Owner to the Office Board, including, without limitation, assessments and/or late fees (all of the foregoing, collectively, "Payments") for such Office Unit within sixty days of the expiration of any grace period after the same are due, upon notice in accordance with subdivision (c) of this subsection, all rental payments from the tenant shall be directly payable to the Office Board.

(c) If the Payments for any Office Unit have not been paid in full, within sixty days after the expiration of any grace period of the earliest due date, the Office Board shall provide written notice to the tenant and the non-occupying owner providing that, commencing immediately and until such time as all Payments are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the Office Board at the address listed on the notice. At such time as Payments from the non-occupying owner are once again current, notice of such fact shall be given within three business days to the rental tenant and non-occupying owner. Thereafter all rental payments shall be made payable to the non-occupying owner or a designated agent. A non-occupying owner who disputes the Office Board's claim to rental payments pursuant to this subsection shall be entitled to present facts supporting such Office Unit Owner's position at the next scheduled meeting of the Office Board,

which must be held within thirty days of the date that such Board receives notice that such owner seeks to dispute such claim.

(d) Nothing in this subsection shall limit any rights of any Office Unit Owner or the Office Board existing under any other law or agreement.

(e) Payment by a rental tenant to the Office Board made in connection with this subsection shall relieve that rental tenant from the obligation to pay such rent to the non-occupying owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying owner against such tenant for such rent.

6.5 Insurance.

6.5.1 The Condominium By-Laws describe those types of insurance which the Condominium Board, the Office Board, the Office Unit Owners, the Residential Unit Owners, and the Garage Unit Owners are required to obtain and maintain. Neither the Condominium Board nor the Office Board is required to obtain or maintain any insurance with respect to any personal property (including improvements, betterments, equipment, furniture, furnishings and the like) contained in or constituting part of an Office Unit or any liability with respect to occurrences within or about an Office Unit, Office Common Elements, or the Office Limited Common Elements, if any, appurtenant thereto. Consequently, as specified in Sections 11.2 and 11.3 of the Condominium By-Laws, all Office Unit Owners are required to obtain and maintain liability insurance as specified therein. Subject to the requirements contained in the Condominium By-Laws and these Office By-Laws (including, without limitation, Section 6.4.2 hereof), Office Unit Owners shall not be prohibited from carrying other insurance for their own benefit, and the Office Board shall not be prohibited from requesting or seeking to cause the Condominium Board to carry other insurance, or from carrying insurance itself, for the benefit of the Office Section or Office Unit Owners. To the extent any party is insured, or is required hereunder to be insured, for loss or damage to property, each party will look to its own insurance policies for recovery.

6.5.2 All policies obtained by any Office Unit Owner, or by the Office Board on behalf of the Office Section or the Office Unit Owners, shall provide that the liability of the carriers issuing insurance obtained by the Condominium Board shall not be affected or diminished by reason of any additional insurance carried by the Office Board or any other Unit Owner and shall contain a waiver of the insurer's right of subrogation against the Condominium Board, the Office Board and any Unit Owner.

6.5.3 If the use of any Office Unit causes an increase in the premium for the insurance which the Condominium Board or the Office Board is required to obtain and maintain as set forth herein or otherwise, then the owner of such Office Unit shall be obligated to pay to the Office Board (which, to the extent appropriate, shall in turn pay any necessary sums to the Condominium Board), as additional Office Common Charges, a sum equal to the amount of such increase attributable to such use.

6.5.4 All insurance policies carried by or on behalf of the Office Board shall provide that adjustment of loss shall be made exclusively by the Office Board if the loss involves

only the Office Section; in all other instances, the provisions of the Condominium By-Laws shall control as to adjustment of loss. The Condominium By-Laws shall also control as to those instances in which proceeds shall be payable to an Insurance Trustee.

6.4.5 Each Office Unit Owner shall obtain and maintain such other insurance as set forth in the Condominium By-Laws.

6.6 Repair or Reconstruction after Fire or Other Casualty.

6.6.1 (a) If any portion of the Property other than solely the Office Section is damaged or destroyed by fire or other casualty, or if any portion of the Office Section is damaged or destroyed together with any other portion of the Property, the provisions of the Condominium By-Laws shall control as to control over repair and restoration. In the event that solely the Office Section (i.e., the Office Units, Office Common Elements and Office Limited Common Elements) or any part thereof is damaged or destroyed by fire or other casualty (unless, in accordance with the Condominium By-Laws or these Office By-Laws, the Building is not to be repaired), the Office Board will arrange for the prompt repair and restoration of the Office Section (including each Office Unit, but excluding improvements, betterments, equipment, furniture, furnishings or other personal property in any such Unit) and the Office Board, or Insurance Trustee, as provided in the Condominium By-Laws or herein, shall disburse the proceeds of all applicable insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

(b) If only the Office Section is damaged or destroyed by fire or other casualty and the insurance proceeds are less than sufficient to cover, or exceed, the cost of repairs and restoration, the deficit or surplus, as the case may be, will be borne as a Office Common Expense or profit, respectively, and shared by all Office Unit Owners in proportion to their respective Common Interests. Any surplus allocable to any Office Unit pursuant to this Section 6.5.1 shall first be lessened by such amounts as may be required to discharge unpaid liens (other than mortgages which are not Permitted Mortgages) on any such Unit in the order of priority of such liens, and the remaining surplus, if any, shall then be paid to the owner of such Unit. If any portion of the Property other than solely the Office Section is damaged or destroyed by fire or other casualty, or if any portion of the Office Section is damaged or destroyed together with any other portion of the Property, the provisions of the Condominium By-Laws shall control as to any deficit or surplus in insurance proceeds.

6.7 Maintenance and Repairs.

6.7.1 Except as otherwise provided in the Declaration, the Condominium By-Laws or these Office By-Laws, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary, and all maintenance, repairs and replacements of all plumbing, heating and lighting fixtures, heating and air-conditioning units and appliances: (i) in or to any Office Unit and its Office Limited Common Elements (but excluding General Common Elements or non-exclusive Office Common Elements therein, except as otherwise provided in the Declaration or these Office By-Laws) shall be made by the owner of such Office Unit at its sole cost and expense; provided that, except in the case of work to be done in Unsold Office Units, the Office Unit Owner of an Office Unit utilizes only such

contractors, workers or suppliers as are on the then approved list of the then managing agent of the Office Section, which list may change from time to time in the sole discretion of such managing agent or the Office Board and, to the extent applicable, complies with the provisions of Section 6.7 hereof; and (ii) in or to the Office Common Elements and the Office Limited Common Elements shall be made by the Office Board and the cost and expense thereof shall be shared by all Office Unit Owners as a Office Common Expense, in proportion to their respective Common Interests.

6.7.2 Notwithstanding the provisions of Section 6.6.1 hereof:

(a) In the event that any painting, decorating, maintenance, repairs or replacements to the Property or any part thereof (including, without limitation, any Unit) is necessitated by or attributable to the negligence, misuse, neglect or abuse of: (i) any one or more Office Unit Owner(s) or its or their tenants, agents, invitees, licensees or guests, the entire cost thereof shall be borne entirely by such Office Unit Owner(s); or (ii) the Office Board or its tenants, agents, invitees, licensees or guests, the entire cost thereof shall be charged to all Office Unit Owners as a Office Common Expense, except to the extent in any case that such cost is covered by the proceeds of any insurance maintained pursuant to the provisions hereof.

(b) The interior and exterior glass surfaces of all windows located in any Office Unit shall not be altered, colored or painted. In order to promote a consistent appearance of the Building from the outside, Each Office Unit Owner shall be required to install and maintain window treatments, of a specific type (initially, roller-shade), style and color established from time to time by the Office Board. The washing and cleaning of interior glass surfaces of windows in the Office Units shall be the responsibility of the respective Office Unit Owners or their Occupants. All window interiors shall be cleaned a minimum of two times per calendar year. The Condominium Board may from time to time enforce the responsibility of Office Unit Owners or their Occupants to wash and clean the interior surfaces of windows located in their respective Units. The exterior glass surfaces of Office Units will be washed and cleaned a minimum of two times per calendar year, and replaced, as needed, at the direction of the Office Board and the cost thereof charged as a Office Common Expense to the Office Unit Owners.

(c) The Office Board shall cause the repair or replacement of any glass windows in the Office Section to be made, because of breakage or otherwise, and the cost and expense thereof shall be charged to the Office Unit Owners as a Office Common Expense (unless such breakage is caused by or attributable to the negligence, misuse, neglect or abuse of one or more Unit Owner(s) or its or their tenants, agents, invitees, licensees or guests, in which event such replacement of glass windows shall be made at the expense of such Unit Owner(s)).

(d) All normal maintenance and repairs of any Office Terraces shall be made by the Office Unit Owner of the Unit to which such Office Terrace is appurtenant, at its own cost and expense; any structural or extraordinary repairs or replacements thereto (including leaks) shall (except as otherwise provided in the Condominium Documents) be made by the Office Board and the cost and expense thereof shall be charged to all Office Unit Owners as a Office Common Expense, unless due to the negligence, misuse, neglect or abuse of such Office Unit Owner or its tenant, agent, invitee, licensee or guest, in which event such Office Unit

Owner shall bear the entire cost thereof, and the same shall, for all purposes hereunder, constitute part of the Office Common Charges payable by such Office Unit Owner.

(e) Sponsor (or its designees) and its successors and assigns, or the Office Board shall also have the right to install plaques and signs and tenant directories in and about the lobby of the Building to identify the owners or occupants of the Office Units. As further set forth in the Office By-Laws, each Office Unit Owner, upon written request to the Office Board, shall be provided with a 12" x 12" door sign with lettering and design to be reasonably approved by the Office Board, which sign shall be affixed in an area adjacent to the Office Unit's door and in such a manner determined from time to time by the Office Board, in its sole discretion. The cost of such Office Unit Owner's door sign shall be borne entirely by the Office Unit Owner thereof, and paid to the Office Board as Common Charges. Except as set forth in this clause (e), no Office Unit Owner shall have any right to install, inscribe or expose any signage on or at any window or any other part of the Common Elements, with the exception of Sponsor (or its designees) as set forth in the Condominium Documents, unless the Office Board otherwise agrees in writing, in its sole discretion.

6.7.3 Each Office Unit, the Office Common Elements and the Office Limited Common Elements shall be kept in the condition and otherwise in such manner that appropriate standards of quality, service and appearance are maintained by the Office Unit Owner or the Office Board, whichever is responsible for the maintenance thereof under the Declaration, these Office By-Laws or the Condominium By-Laws; and such Office Unit Owner or the Office Board shall promptly make or perform, or cause to be made or performed, all maintenance work, repairs and replacements necessary in connection therewith. The Office Board shall at all times maintain and operate the Office Section in a proper, safe, sanitary and healthful condition in compliance with all Laws and Insurance Requirements, and make all necessary repairs and replacements. In addition, the public areas of the Office Section and those areas which are exposed to public view shall at all times be kept in good appearance order and repair, by: (a) the Office Board, with respect to such parts of the Building it is required to maintain under the Declaration, these Office By-Laws or the Condominium By-Laws; and; (b) each Office Unit Owner, with respect to its respective Unit and its exclusively appurtenant Office Limited Common Elements which are exposed to public view.

6.7.4 In the event that any Office Unit Owner, within a reasonable time after receipt of written notice from the Office Board, fails or neglects in any way to perform any of its obligations with respect to maintenance, repair or replacement in or to its Office Unit as provided in this Article 6 or of any Common Element for which such Office Unit Owner is responsible under the Declaration, the Condominium By-Laws or these Office By-Laws, the Office Board may perform or cause to be performed such maintenance, repair or replacement, unless such Office Unit Owner, within ten (10) days after receiving notice of such default by the Office Board (except in the event of an "emergency," i.e., a condition requiring repair or replacement immediately necessary for the preservation or safety of the Building or for the safety of occupants of the Building or other persons, or required to avoid the suspension of any necessary services in the Building, in which case no notice is required), cures such default, or in the case of a default not reasonably susceptible to cure within such period, promptly commences (within such ten (10) day period) and thereafter prosecutes to completion, with due diligence, the curing of such default. All sums expended and all costs and expenses incurred (including any legal

fees) in connection with the making of any such maintenance, repair or replacement in or to such Office Unit Owner's Unit or to any such Common Element for which such Office Unit Owner is responsible as aforesaid, together with interest thereon at the rate of 1.5% per month (but in no event in excess of the maximum rate permitted by law), shall be immediately payable by such Office Unit Owner to the Office Board and shall, for all purposes hereunder, constitute part of the Office Common Charges payable by such Office Unit Owner.

6.8 Alterations of Office Units.

6.8.1 Except as otherwise provided in the Declaration, the Condominium By-Laws or these Office By-Laws, and subject in all respects to the Declaration and the Condominium By-Laws:

(a) (i) No Office Unit Owner (other than Declarant or its designee as the owner of Unsold Office Units) shall make any alterations, additions, installations, improvements, replacements or repairs (all of the foregoing being collectively, "Alterations") in or to its Office Unit which affects the structure or Building or the Office Section (including, without limitation, the mechanical, electrical, plumbing, heating, ventilating and/or air-conditioning systems thereof), without obtaining the prior written consent of the Office Board thereto, which consent shall not be unreasonably withheld by the Office Board (unless such consent is withheld by the Condominium Board pursuant to the Condominium By-Laws). Prior to, and as a condition of, the granting of its consent to the making of any such alteration, addition, improvement or repair in or to an Office Unit, the Office Board, at its option, may require the Office Unit Owner to execute an agreement, in form and substance satisfactory to the Office Board, setting forth the terms and conditions under which such alteration, addition, improvement or repair may be made.

(ii) Notwithstanding anything otherwise herein contained to the contrary (whether in clause (i) above or otherwise), no Office Unit Owner shall make, and the Office Board shall not have the authority to consent to, any alteration, addition, improvement or repair to an Office Unit which (a) unreasonably interferes with the structural, mechanical, electrical or plumbing systems of the Building or other General Common Elements or (b) either in the course of its construction or upon completion would unreasonably interfere with: (i) any other Unit or Section or their appurtenant Limited Common Elements; (ii) any easements or rights of access granted to any Unit in the Declaration (subject to the terms of Article 15 of the Declaration); or (iii) the rights granted to any Unit pursuant to Article 16 of the Declaration, without the Office Board's obtaining (on behalf of such Office Unit Owner) the prior written consent thereto of the owner of the Condominium Board or the affected Unit Owner, as required under the terms of the Condominium By-Laws. In each of the foregoing cases, the Office Unit Owner seeking to perform such work requiring such consent(s) shall be liable for all costs and expenses incurred by the Office Board in obtaining such consent(s). Prior to, and as a condition of, the granting of its consent to the making of any such alteration, addition, improvement or repair in or to an Office Unit, the Condominium Board, at its option, may require the Office 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.

(b) All repairs which would affect the structure or the systems of the Building (including, without limitation, the mechanical, electrical, plumbing, heating, ventilating and/or air-conditioning systems thereof) and all alterations, additions and improvements (all of the foregoing being, collectively, "Alterations") to any Office Unit shall be made in accordance with plans and specifications, which plans and specifications shall be: (1) subject to review and approval by the Office Board, in the case of Alterations to which the consent of the Office Board is otherwise required under subsection 6.7.1(a); (2) subject to review and approval by the Condominium Board, in the case of Alterations to which the consent of the Condominium Board is otherwise required under Article 8 of the Condominium By-Laws; and/or (3) subject to the approval of any affected Unit Owners to which the consent of such Unit Owner(s) is otherwise required under Article 8 of the Condominium By-Laws. Prior to, and as a condition of, the granting of its consent to the making of any such Alteration, the Office Board or the Condominium Board, as the case may be, may require the Office Unit Owner to execute an agreement, in form and substance satisfactory to the consenting party, setting forth the terms and conditions under which such Alteration may be made.

6.8.2 All Alterations (whether to a Unit or to any Common Element) by an Office Unit Owner shall be performed:

(a) at the Office Unit Owner's sole cost and expense (including, without limitation, the reasonable costs of the Office Board and/or the Condominium Board, as the case may be, incurred in reviewing and approving such Office Unit Owner's submission for approval (if such approval is required) and in monitoring such Office Unit Owner's compliance with the provisions of this Section 6.7);

(b) only after obtaining such insurance, naming the Condominium Board and the Office Board, and the managing agent(s) thereof, and any affected Unit Owners (including, but not limited to, Declarant, for so long as Declarant owns any Units in the Building) as additional insureds, as such Boards, managing agent(s) or Unit Owners may reasonably require;

(c) in compliance with the Declaration, these Office By-Laws, the Condominium By-Laws, the General Rules and Regulations (if any), the Office Rules and Regulations (if any), and all Laws (including, without limitation, those regarding licensing of contractors, obtaining of all necessary governmental permits, authorizations, certificates and licenses for the commencement and completion of any Alterations and obtaining of any amendment to the Certificate of Occupancy for such Office Unit, if necessary) and Insurance Requirements;

(d) in a manner which will not interfere with, or cause any labor disturbances or stoppages in, the work of employees or other contractors or subcontractors employed by a Board or another Unit Owner in a Unit, Section or the Building.

(e) (i) only during such days and hours as may be specified by the Office Board in its reasonable judgment; and (ii) employing such architects, engineers, contractors, subcontractors, suppliers and other laborers who are on the then approved list of the

then managing agent of the Office Section, as such list may change from time to time, in the sole discretion of the Office Board or its Managing Agent.

(f) in the case of Initial Unit Alterations, pursuant to the terms of an Initial Unit Alteration Agreement executed by an Office Unit Owner and countersigned by Sponsor and the Office Board, the terms of which shall supersede the provisions relating to Alterations contained in these Office By-Laws. Sponsor shall, pursuant to the Condominium Documents, without the consent of the Office Board, be authorized, as attorney-in-fact, coupled with an interest, for the Office Board, to execute the Initial Unit Alteration Agreement on behalf of such Office Board. The Office Board hereby assigns to Sponsor all of the rights of the Office Board pursuant to the Condominium Documents as may be asserted with respect to the Initial Unit Alterations and the Initial Unit Alteration Agreement, and Sponsor may exercise any rights under the Initial Unit Alteration Agreement of the Office Board on behalf thereof, until such time as the later of (i) Sponsor's has completed Sponsor's Work (as defined in the Initial Unit Alteration Agreement) in the Building; or (ii) Sponsor no longer owns any Unsold Office Units.

6.8.3 The Office Unit Owner performing, permitting, suffering or causing such Alterations to be performed shall, if required either by the Condominium Board and/or the Office Board, pay the cost of: (x) any necessary amendment of the Declaration and the floor plans of the Condominium, if appropriate, to reflect any such Alterations; (y) obtaining all necessary governmental permits, authorizations, certificates and licenses for the commencement and completion of any Alterations (copies of which shall be delivered to the Office Board (which shall, as appropriate, also cause copies to be delivered to the Condominium Board) promptly after the issuance thereof and prior to the commencement of any Alterations), and obtaining any amendment to the Certificate of Occupancy for such Office Unit, if necessary; and (z) any reasonable architectural, engineering and legal fees incurred by the Condominium Board or the Office Board, as appropriate, in connection with such work. Neither the Condominium Board, the Office Board nor any Unit Owner (other than the Office Unit Owner making, permitting, suffering or causing any Alterations to be made in or to its Unit) shall incur any liability, cost or expense either: (1) in connection with the preparation, execution or submission of the applications referred to above; (2) to any contractor, subcontractor, supplier, architect, engineer or laborer on account of any Alterations made, or permitted or caused to be made, by any Office Unit Owner; (3) to any person or entity asserting any claim for personal injury or property damage arising therefrom; or (4) arising out of an Office Unit Owner's failure to obtain any permit, authorization, certificate or license, or to comply with the Declaration, the Condominium By-Laws, these Office By-Laws, the General Rules and Regulations (if any), the Office Rules and Regulations (if any), and the provisions of any Laws or Insurance Requirements insofar as the same relates to Alterations. An Office Unit Owner making, or causing, permitting or suffering any tenant or occupant to make, any Alteration shall be deemed to have agreed to indemnify and hold the Condominium Board, the Office Board, the managing agents thereof and all other Unit Owners harmless from and against any liability, loss, cost, or expense arising therefrom, and from and against any and all loss, cost, expense (including, but not limited to, attorneys' fees and disbursements), damage, injury or liability, whether direct, indirect or consequential, resulting from, arising out of, or in any way connected with, any of the foregoing.

6.8.4 Any application to any department of The City of New York or to any other governmental authority having jurisdiction thereof for a permit to make an Alteration in or

to any Office Unit shall, if and to the extent required by law or such department or authority, be executed by the Condominium Board and/or the Office Board, provided that the Condominium Board and the Office Board shall not incur any liability, cost or expense in connection with or by reason of executing such application.

6.8.5 Notwithstanding anything to the contrary contained in this Section 6.7 (but subject to all Laws and Insurance Requirements), Declarant shall have the right pursuant (and subject) to the terms of the Declaration, without the approval of the Office Board, the Condominium Board or any Unit Owner: (i) to make any alterations, additions, improvements and repairs in or to any Unsold Office Units, whether structural or non-structural, interior or exterior, ordinary or extraordinary (including, without limitation, those required under any applicable development (or other) agreement affecting the Property); and (ii) to subdivide, combine and change the boundary walls of Unsold Office Units. Additionally, any initial purchaser of any Unsold Office Unit shall have the right, without approval of the Condominium Board or the Office Board, and pursuant to the terms of a duly executed Initial Unit Alteration Agreement, to make any Alterations in or to its Unit, provided that Sponsor or its designee has consented to the same in writing (which consent may be withheld or conditioned in Sponsor's sole discretion), that such purchaser obtains all necessary approvals required by law, and that such purchaser complies with all of the other requirements of the Condominium Documents (including this Section 6.7) regarding Alterations. Sponsor shall, without the consent of the Office Board, be authorized, as attorney-in-fact, coupled with an interest, for the Office Board, to execute the Initial Unit Alteration Agreement on behalf of such Office Board. Office Unit Owners shall be responsible for obtaining, at their sole cost and expense, any approvals required by the New York City Department of Buildings in connection with such Initial Unit Alterations.

6.8.6 Alterations to Office Common Elements and Office Limited Common Elements. Except as otherwise provided in the Declaration, the Condominium By-Laws or these Office By-Laws, all alterations, additions or improvements in or to any Office Common Elements or Office Limited Common Elements shall be made by the Office Board or by the Office Unit Owner(s) required to maintain and repair such Common Element and the cost thereof shall be charged either to all Office Unit Owners as a Office Common Expense, or to the Office Unit Owner(s) responsible therefor, as the case may be. Whenever the cost of any such alterations, additions or improvements chargeable to the Office Board is capital in nature and would, in the judgment of the Board, exceed $250,000 in any calendar year or $750,000 in the aggregate, then such proposed alteration, addition or improvement shall not be made unless first approved by a majority in number and in Common Interest all Office Unit Owners (including Sponsor, if it then owns any Office Unit) required to bear the cost and expense thereof in accordance with the foregoing and by their respective Office Mortgagee Representatives; provided that if the aforesaid is in the nature of a non-capital repair or is necessary to comply with applicable laws or regulations, to remedy any violation imposed against the Property, to comply with a proper work order of an insurer of the Property, or for the health or safety (but not the general comfort or welfare) of the residents or occupants of the Property. In any such event, the Office Board may, in its direction, assess each Office Unit Owner liable therefor for its pro-rata share of the cost of such alterations, additions and improvements, according to its respective Common Interest, as part of the Office Common Charges. Any additions, alterations, or improvements costing the amounts set forth above or less, in the aggregate, in any calendar year

may be made by the Office Board without the approval of the Office Unit Owners. The amounts set forth in this Section 6.8 shall be adjusted to reflect any increase in the CPI Increase Factor.

6.9 Use of Office Units. Except as otherwise herein and in the Condominium By-Laws, and subject in all instances to the provisions of these Office By-Laws and the Office Rules and Regulations (if any), the Office Units may be used for any lawful purpose, including, without limitation, for office, school, banking, and commercial purposes, and for professional, healthcare or other offices. Notwithstanding the foregoing, no portion of any Office Unit may be used for retail purposes (provided that the Office Units may be used for administrative offices for companies which engage in retail businesses and activities in other locations or for service related establishments such as travel bureaus or insurance agencies. No income derived from any use of an Office Unit will constitute income to any Board or any other Unit Owner (other than the applicable Office Unit Owner). An Office Unit may be owned by an individual, corporation, partnership, limited liability company, limited liability partnership, fiduciary or any other entity (including, but not limited to, embassies and consulates of foreign governments) and may only be occupied by said Unit Owner or a tenant of said Unit Owner. Office Units may only be leased in accordance with the Condominium By-Laws, these Office By-Laws and the Office Rules and Regulations (if any). The Office Board shall have the right, from time to time, to enact certain Office Rules and Regulations governing the use of the Office Units, in order to, among other things, ensure that no use of an Office Unit by an Office Unit Owner (or its tenants) interferes with the ability of other Office Unit Owners (or their tenants) to fairly access and use (as determined by the Office Board, in its sole discretion) all or any portion of the Common Elements. The use of any Office Unit or a portion thereof for residential or other uses prohibited under the Condominium Documents shall be deemed a default thereunder, entitling the Condominium Board and the Office Board to exercise all remedies available to them under the Condominium Documents. Notwithstanding the foregoing or anything contained herein, in the Condominium By-Laws, these Office By-Laws, General Rules and Regulations or Office Rules and Regulations to the contrary, Sponsor (and its designees) may, without the permission of any Board or any other Person, use or grant permission for the use of any Unsold Office Unit for any lawful purpose, including, without limitation, as models and sales and/or promotion offices in connection with the sale or rental of such Units, subject to compliance with applicable Laws. Notwithstanding the foregoing, no portion of any Unsold Office Unit may be used for retail purposes (provided that the Unsold Office Units may be used for administrative offices for companies which engage in retail businesses and activities in other locations, or for service related establishments such as travel bureaus or insurance agencies). No income derived from any use of any Unsold Office Unit will constitute income to any Board or any other Unit Owner (other than Sponsor).

6.10 Use of Office Common Elements and Office Limited Common Elements.

6.10.1 Except as otherwise provided herein, in the Condominium By-Laws or in the Declaration, Office Common Elements and Office Limited Common Elements may be used only for the furnishing of the services and facilities and for the other uses for which they are reasonably suited. Office Terraces may be used only for purposes commensurate with the uses permitted of the Units to which they are appurtenant, provided that no planter may be placed on any Terrace if it exceeds 2 cubic feet capacity or if it will impose a load exceeding 60 pounds per

square foot, unless such installation has specific written approval from the Office Board and, if required under applicable law, the New York City Department of Buildings.

6.10.2 In no event shall any Office Unit Owner impair, restrict or impede the use of other Units or the Common Elements appurtenant thereto by any other Unit Owner(s) or anyone claiming by, through or under any other Unit Owner(s) including, but not limited to, their respective licensees or invitees.

6.10.3 Notwithstanding anything contained herein, elevator landings which serve fewer than three Office Units may be decorated and/or furnished by the adjoining Office Unit Owners as they desire, at their expense, provided that each such Office Unit Owner consents in writing thereto, and the Office Board gives its written consent to such decoration and/or furnishing, which consent of the Office Board may granted or withheld in such board's sole discretion. After an elevator landing is decorated and/or furnished by the Office Unit Owners serviced by the same, the owners of such Office Units, and not the Office Board, will be responsible for keeping the decor and furnishings in a first class condition and state of repair and performing, at their joint expense, all repairs and maintenance necessary or desirable in order to accomplish the same.

6.10.4 (a) Notwithstanding the foregoing subsections of this Article 6, the owner or owners of one or more Office Units, which Office Unit or Units are the only Office Unit or Units serviced or benefited by any Office Common Elements adjacent or appurtenant thereto (for example, that portion at the end of any hallway which is directly adjacent to any such Office Units located on opposite sides of such hallway) and not affecting access or service (including, without limitation, heating, ventilating and air-conditioning) to any other Unit or to any other portion of the Common Elements shall, to the extent permitted by applicable law and subject to the consent of the Office Board (which consent may be granted or withheld in the Office Board's sole discretion and shall not be required if such Office Unit Owner or Owners shall be Declarant or its designee or such Units shall be Unsold Office Units), have the exclusive right to use that portion of the Office Common Elements as if it were a part of such Office Units (including the right, in the above example of a portion of a hallway, to enclose such portion) and no amendment to the Declaration nor reallocation of Common Interests shall be made by reason thereof; provided, however that, notwithstanding the provisions of Section 6.1 hereof, such Office Unit Owner or Owners, at their sole cost and expense: (a) shall be responsible for the operation, maintenance and repair of that portion of the Office Common Elements for so long as such Office Unit Owner or Owners exercise such exclusive right of use; and (b) shall restore that portion of the Office Common Elements to its original condition, reasonable wear and tear excepted, after such Office Unit Owner or Owners cease to exercise such exclusive right of use.

(b) Sponsor or any owner of Unsold Office Units shall have the right, until the tenth anniversary of the First Office Closing, to use portions of the Office Section, without charge, for exhibitions and other promotional functions with respect to a sales program in respect of such Unsold Office Units or otherwise; and

6.11 General Provisions as to Use. No nuisance shall be allowed in the Office Section nor shall any use or practices be allowed in the Office Section which interfere with the peaceful possession or proper use thereof by its occupants. No unlawful use shall be made of the Office

Section or any portion thereof. All Laws and Insurance Requirements relating to any portion of the Office Section shall be complied with at the sole expense of whichever of the Unit Owners or the Office Board or the Condominium Board shall have the obligation to maintain or repair such portion. In no event may all or any portion of the Office Section be used for any pornographic purpose or as an adult book, video or paraphernalia store, peep show or adult entertainment facility. Notwithstanding anything to the contrary contained herein, Sponsor and its designees shall have the right, without prior notice to the Office Unit Owners, until the tenth (10th) Anniversary of the First Office Closing (or until no Unsold Office Units remain, if earlier), to use portions of the Office Common Elements or Office Limited Common Elements, without charge, for exhibitions or for other promotional functions with respect to Sponsor's sales program or otherwise.

6.12 Right of Access.

6.12.1 Each Office Unit Owner grants a right of access to its Unit to the Office Board and the Condominium Board, the managing agents, superintendents and/or any other person authorized by any of the foregoing, for the purposes, among others, of: making inspections of, or removing violations noted or issued by any governmental authority against, the Common Elements or any other part of the Property; curing defaults hereunder or under the Declaration, the Condominium By-Laws, the Office Rules and Regulations (if any) or the General Rules and Regulations (if any) by such Office Unit Owner or correcting any conditions originating in its Unit and having a reasonable likelihood of causing damage to another Unit or all or any part of the Common Elements; performing maintenance, installations, alterations, repairs or replacements to the mechanical, plumbing or electrical services or other portions of the Common Elements within its Unit or elsewhere in the Building; reading, maintaining or replacing utility meters relating to the Common Elements, its Unit or any other Unit in the Building; or correcting any condition which violates the provisions of any Permitted Mortgage covering another Unit; provided that (a) requests for entry to any Unit are made not less than one (1) day in advance, and (b) any such right shall be exercised in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes. In case of an "emergency", as defined in Section 6.6.4 hereof, such right of entry shall be immediate, without advance notice, whether or not the Office Unit Owner or Occupant is present.

6.12.2 Each Office Unit Owner grants a right of access to its Unit and any Office Common Elements or Office Limited Common Elements appurtenant thereto, and the Office Board grants rights of access to the Office Common Elements and Office Limited Common Elements, to Declarant and its designee and their contractors, subcontractors, agents and employees, for the purpose of complying with and fulfilling each such party's obligations as set forth in documents or agreements relating to the renovation, development and operation of the Property, provided that access thereto shall be exercised by such party, in such a manner as will not unreasonably interfere with the use of such Office Unit, Office Common Element, and/or Office Limited Common Element for its or their permitted purposes.

6.13 Rules and Regulations. Annexed hereto as Exhibit A and made a part hereof are rules and regulations (the "Office Rules and Regulations") concerning the use of the Office Section. The Office Board may from time to time modify, amend or add to such Office Rules and Regulations, except that: (x) a majority vote (by Common Interest) of Office Unit Owners

may overrule the Office Board with respect to any such modifications, amendments or additions; and (y) no adoption, modification, amendment or addition affecting Declarant or its designee or the Unsold Office Units may be made unless agreed to, in writing, by Declarant or its designee, or by all the owners of such Unsold Office Units who are affected by such adoption, modification, amendment or addition, as the case may be. Copies of any newly adopted Office Rules and Regulations, or any modifications, amendments or additions thereto shall be furnished by the Office Board to each Office Unit Owner not less than thirty (30) days prior to the effective date thereof.

6.14 Real Estate Taxes, Water Charges and Sewer Rents.

6.14.1 Domestic water and sewer services for, and water for the heating and cooling systems serving, the Building shall be supplied by The City of New York or other utility servicing the Property. Unless and until water charges and sewer rents are billed directly to Unit Owners by the proper authority, the Condominium Board shall promptly pay such charges, together with all related sewer rents arising therefrom, and allocate such costs as set forth in the Condominium By-Laws, and the Office Board shall allocate such charges (as are allocated by the Condominium Board to the Office Section) to the Office Unit Owners on the basis of their respective Common Interests, and the Office Unit Owners shall be required to reimburse the Condominium Board, as a Common Charge, for their share of such charges and rents.

6.14.2 Until the Units are separately assessed and billed for real estate tax purposes, the Office Board will pay all real estate taxes with respect to the Property to the Department of Finance of The City of New York (or directly to Declarant if Declarant has paid such taxes) and allocate the cost thereof among the Office Units based upon percentage of Common Interest. The Office Board shall, no later than 30 days prior to the date such taxes are due to The City of New York, pro-rate the share of the Property's real estate taxes so allocated to the Office Section among the individual Office Units on the basis of their respective Common Interests and give notice to each Office Unit Owner of the amount payable by such Unit Owner. Each Office Unit Owner will then, no later than the later to occur of (i) 15 days after receipt of notice of such pro-rated amount from the Office Board or (ii) 15 days prior to the date such taxes are due to The City of New York, pay to the Office Board its pro-rated share, which amount shall for all purposes constitute part of the Office Common Charges payable by such Unit Owner, and the Office Board will forward all such amounts, plus any additional amount necessary so that the total shall equal the total amount allocated the Office Section, either directly to the Department of Finance of the City of New York on or prior to the date such taxes are due, or to Declarant no later than 5 business days prior to the date such taxes are due to The City of New York. An Office Unit Owner will not be responsible for the payment of, and will not be subject to any lien arising from, the non-payment of real estate taxes assessed against any other Units.

6.14.3 The Office Board shall commence, pursue, compromise and settle certiorari proceedings to obtain reduced real estate tax assessments with respect to any or all of the Office Units on behalf of and as agent for the respective Office Unit Owners thereof; but only with respect to such Office Units as to which the respective Unit Owners thereof have, in writing requested and authorized the Office Board to do so, and indemnified the Office Board from and against all claims, costs and expenses (including, without limitation, attorneys' fees)

resulting from such proceedings. All Office Unit Owners making such request to the Office Board will share the costs in connection therewith in proportion to the benefits derived therefrom by such Office Unit Owners. In the event any Office Unit Owner individually seeks to have the assessed valuation of its Unit reduced by bringing a separate certiorari proceeding, the Office Board, if necessary for such proceeding, will execute any documents or other papers required for, and otherwise cooperate with such Office Unit Owner in pursuing, such reduction, provided that such Office Unit Owner indemnifies the Office Board from all claims, costs and expenses (including, without limitation, attorneys' fees and expenses) resulting from such proceedings.

6.15 Electricity and Gas. Electricity and gas for the Building, the Units and the Common Elements will be supplied and billed as provided in the Condominium By-Laws. Amounts payable by the Office Board in respect of the Office Common Elements and Office Limited Common Elements and for the Office Units (unless separately submetered) will be allocated among the Office Unit Owners on the basis of their respective Common Interests, and the Office Unit Owners shall be required to reimburse the Office Board, as a Office Common Charge, for their share of such charges. To the extent electricity and gas used by Office Units, Office Common Elements, and/or Office Limited Common Elements are separately submetered, the charges based on such submeters shall be payable by the applicable Unit Owners directly to the utility company.

6.16 Remedies for Violations of By-Laws or Rules and Regulations.

6.16.1 The violation by any Office Unit Owner of any of the Office Rules and Regulations, if any (or the General Rules and Regulations, if any) or the breach of any of these Office By-Laws or the Condominium By-Laws, or the breach of any provision of the Declaration, shall give the Office Board, in addition to any other rights set forth in these Office By-Laws, the Condominium By-Laws or the Declaration, the right: (i) to enter any Office Unit, any of its exclusive Office Common Elements, or any of its appurtenant Office Limited Common Elements in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Office Unit Owner, any structure, thing or condition resulting in such violation or breach, provided that the Office Unit Owner is given reasonable notice that such violation or breach exists and, as the case may be, that abatement, removal, repairs, replacements or alterations are necessary, and such entry and cure shall not constitute or give rise to any guilt or liable in any matter of trespass, and/or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach, provided that the Office Unit Owner is given reasonable notice that such violation exists and that repairs, replacements or alterations are necessary, and/or (iii) to have its costs and expenses by reason of such breach or violation repaid to it, and/or (iv) if the party seeking to remedy a breach is the Office Board, to levy such fines and penalties as such Board may deem appropriate, and such Board shall have the same remedies for non-payment of such fines and penalties as for non-payment of Office Common Charges.

6.16.2 The violation or breach of any of the provisions of these Office By-Laws, the Condominium By-Laws, the Office Rules and Regulations (if any), the General Rules and Regulations (if any) or the Declaration with respect to any rights, easements, privileges or licenses granted to Declarant shall give to Declarant the right, in addition to any other rights set forth in these Office By-Laws, the Condominium By-Laws or the Declaration, to enjoin, abate or

remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach.

6.17 Utility Costs Payable as Office Common Charges. All amounts payable to the Office Board by the Office Unit Owners in respect of utilities pursuant to the Declaration and Condominium By-Laws and as set forth above, shall be considered and payable as Office Common Charges and subject to, among other things, the Office Board's lien for unpaid Office Common Charges.

ARTICLE 7

MORTGAGES; EXAMINATION OF BOOKS OF ACCOUNT

7.1 Notice to Office Board. Each Office Unit Owner shall have the right to mortgage its Unit, subject only to the terms and conditions set forth in the Declaration, the Condominium By-Laws and this Article 7. An Office Unit Owner which mortgages its Unit shall notify the Office Board of the name and address of the mortgagee, file a conformed copy of the note and mortgage with the Office Board and, prior to making such mortgage, satisfy all unpaid liens against its Unit other than Permitted Mortgages. An Office Unit Owner who satisfies a mortgage covering its Unit shall so notify the Office Board and shall file a conformed copy of the satisfaction of mortgage with the Office Board. The provisions of this Article 7.1 shall not apply to Declarant or its designees or the holder of Unsold Office Units.

7.2 Notice to Mortgagees of Default and Unpaid Office Common Charges. Whenever so requested in writing by a Permitted Mortgagee of an Office Unit, the Office Board shall promptly report to such Permitted Mortgagee any default in the payment of Office Common Charges or any other default by the Office Unit Owner of such Unit under any of the provisions of the Declaration, these Office By-Laws or the Condominium By-Laws which, to the Office Board's knowledge, may then exist. The Office Board, when giving notice to an Office Unit Owner of any such default, shall also send a copy of such notice to any Permitted Mortgagee thereof, if so requested in writing by such Permitted Mortgagee; however, the Office Board shall have no liability for any failure, through oversight or negligence, in notifying a Permitted Mortgagee of such default by its mortgagor, provided that the Office Board shall advise such Permitted Mortgagee of the default promptly after discovering such failure.

7.3 Performance by Permitted Mortgagees. The Office Board shall accept payment of any sum of money or performance of any act by any Permitted Mortgagee of an Office Unit Owner required to be paid or performed by such Office Unit Owner pursuant to the provisions of the Declaration, these Office By-Laws, the Condominium By-Laws, the Office Rules and Regulations (if any) or the General Rules and Regulations (if any), with the same force and effect as though paid or performed by such Office Unit Owner.

7.4 Examination of Books. Each Office Unit Owner and Permitted Mortgagee shall be permitted to examine the books of account of the Office Section upon reasonable prior notice, at reasonable times on business days, but not more frequently than once a month.

7.5 Representatives of Office Mortgagees.

7.5.1 The holders of Permitted Mortgages constituting a majority of the outstanding principal amount of all Permitted Mortgages encumbering Office Units may, at their election, designate in writing to the Office Board one or more (but not more than three) representatives ("Office Mortgagee Representatives"), which Office Mortgagee Representatives shall be empowered to act on behalf of all holders of Permitted Mortgages encumbering the Office Units with respect to any matter requiring their consent or approval under the Declaration, these Office By-Laws or the Condominium By-Laws. If any of the Office Mortgagee Representatives are so designated and notice thereof is given to the Office Board, the act of any such Representative (or a majority of such Representatives, if more than one is so designated) shall be deemed binding upon the holders of all Permitted Mortgages encumbering the Office Units.

7.5.2 Any designation of an Office Mortgagee Representative shall remain effective until a subsequent designation is made pursuant to the provisions hereof and notice of such subsequent designation is given to the Office Board.

7.5.3 Notwithstanding anything contained herein, for so long as Sponsor's loan (in effect as of the date hereof) is outstanding with Manufacturers and Traders Trust Company, as administrative agent and mortgagee (together with any co-lenders, successors and assigns of such loan, "Sponsor's Lender"), no Office Mortgagee Representative can take any action hereunder which shall be binding upon Sponsor's Lender, without the prior written consent of Sponsor's Lender thereto.

7.6 Consent of Mortgagees. Except as otherwise expressly provided for herein, in the Condominium By-Laws or in the Declaration, no consent or approval by any mortgagee shall be required with respect to any determination or act of the Office Board or any Office Unit Owner, provided, however, that nothing contained herein shall be deemed to limit or affect the rights of any mortgagee against its mortgagor.

ARTICLE 8

SELLING, LEASING AND MORTGAGING OF OFFICE UNITS

8.1 Sales and Leases of Office Units. Subject to the terms of Section 8.7 hereof, no Unit Owner (other than Sponsor or its designee) may sell or lease its Unit except by complying with the provisions of this Article 8 and, specifically, this Section 8.1.

8.1.2 Subject to the terms of Section 8.7, any contract to sell an Office Unit, together with its appurtenant Common Interest (the "Sale Agreement") shall contain the following provision: "This Agreement, and the rights and obligations of the parties hereunder, are hereby expressly subject to the right of first refusal of the Office Board of The Corinthian Office Condominiums in respect of the transaction described herein, pursuant to the terms of Article 8 of the Office By-Laws of The Corinthian Office Condominiums." (The Office Unit Owner who has entered into a Sale Agreement is herein referred to as the "Offeree Unit Owner" and the prospective purchaser or tenant is herein referred to as the "Outside Offeror.")

8.1.3 Promptly after a Sale Agreement has been fully executed, the Offeree Unit Owner shall send written notice thereof to the Office Board, by certified or registered mail, return receipt requested, or by reputable courier providing overnight delivery; such notice shall be accompanied by a fully completed application package, which the Offeree Unit Owner shall obtain from the Managing Agent, together with a fully executed duplicate original of the Sale Agreement and any and all related agreements, containing all of the terms offered in good faith by the Outside Offeror. The giving of such notice to the Office Board shall constitute an offer by the Offeree Unit Owner to sell its Office Unit, together with its appurtenant Common Interest to the Office Board, or its designee, (as the representative of all Office Unit Owners), upon the same terms and conditions as contained in such Sale Agreement, and shall also constitute a representation and warranty by the Offeree Unit Owner to the Office Board (as the representative of all Office Unit Owners), that such Sale Agreement is bona fide in all respects and contains the complete terms of the transaction. The Offeree Unit Owner shall promptly submit in writing such further information with respect thereto as the Office Board may reasonably request. Not later than twenty (20) days after receipt of such information, the Office Board may elect, by sending written notice, by certified or registered mail, return receipt requested, or by nationally recognized overnight courier, to such Offeree Unit Owner before the expiration of such twenty (20) day period either to purchase such Unit, together with its appurtenant Common Interest (or to cause the same to be purchased by its designee), on behalf of all Unit Owners, upon the same terms and conditions as contained in the Sale Agreement, as such terms and conditions may be modified or supplemented by any additional information provided by the Offeree Unit Owner in response to the Office Board's requests for information as provided above.

8.1.4 If the Office Board shall timely elect to purchase such Unit, together with its appurtenant Common Interest or to cause the same to be purchased by its designee, title shall close at the office of the attorneys for the Office Board, in accordance with the terms of the Sale Agreement within sixty (60) days after the giving of notice by the Office Board of its election to accept such offer. However, if the closing date of the purchase set forth in the Sale Agreement shall be later than sixty (60) days after the giving of notice by the Office Board of its election to accept the aforesaid offer, the Office Board shall be required to perform or cause to be performed all of the terms of the Sale Agreement that are required to be performed by the Outside Offeror (except as otherwise expressly set forth in this Article 8), including, but not limited to, payment of a downpayment, or closing of title or acceptance of occupancy, as the case may be, and such closing of title shall be on the date set forth in the Sale Agreement as the intended closing date or commencement date, as the case may be. If, pursuant to such Sale Agreement, the Outside Offeror was to assume or take title to the Unit subject to the Offeree Unit Owner's existing mortgage or mortgages, the Office Board may purchase the Unit and assume or take title to the Unit subject to said existing mortgage or mortgages, as the case may be. At the closing, the Offeree Unit Owner, if such Office Unit (together with its appurtenant Common Interest) is to be sold, shall convey the same to the Office Board, or its designee, as the representative of all Office Unit Owners, by deed in the form required by Section 339-o of the Real Property Law of the State of New York. Real estate taxes (including water charges and sewer rents, if separately assessed), mortgage interest, if applicable, Office Common Charges and rent, if applicable, shall be apportioned between the Offeree Unit Owner and the Office Board, or its designee as of the closing date.

8.1.5 If the Office Board or its designee shall fail to accept such offer within twenty (20) days after receipt of notice and all other documents and information to be provided under this Article 8, or waives such election in writing within such twenty (20) day period, the Offeree Unit Owner shall have until (a) an additional sixty (60) days after the earlier of (i) the expiration of such twenty (20) day period or (ii) the Office Board's waiver in writing by the Office Board or (b) such later date for closing or occupancy provided in the Sale Agreement, as applicable to consummate the transaction set forth in the Sale Agreement. In the event the Offeree Unit Owner shall not, within such sixty (60) day period (or by such later date for closing or occupancy provided in the Sale Agreement, as applicable), so consummate the transaction, or should the terms of the Sale Agreement be amended or modified in any way (whether orally, in writing or by a side agreement) to be on terms less favorable to the Offeree Unit Owner, then the Offeree Unit Owner shall be required to again comply with all the terms and provisions of this Section 8.1.

8.1.6 Any deed to an Outside Offeror shall expressly provide that the acceptance thereof by the grantee shall constitute an assumption of all of the provisions of the Condominium Documents, as the same may be amended from time to time, and, in the absence of such express language, the same shall be conclusively deemed to have been included therein.

8.1.7 If an Offeree Unit Owner is a corporation, any sale, assignment, transfer or other disposition of any of its stock or if an Offeree Unit Owner is a partnership, limited liability company or other entity, any sale, assignment, transfer or other disposition of any interest in such partnership, company or other entity, in each case, other than through any recognized national securities exchange or "over-the-counter" market, which results in a change in the majority beneficial or legal ownership of such entity, shall also subject the Unit owned by such entity to the requirement that the Unit first be offered to the Office Board, as described in this Section 8.1.

8.1.8 Any purported sale of an Office Unit in violation of this Section 8.1 shall be voidable at the election of the Office Board and if the Office Board shall so elect, the Unit Owner shall be deemed to have authorized and empowered the Office Board to institute legal proceedings to eject or evict the purported purchaser in the name of such Unit Owner as the purported seller. Such Unit Owner shall reimburse the Office Board for all expenses (including, without limitation, attorneys' fees and expenses) incurred in connection with such proceedings, promptly upon demand therefor. In no event shall any purported sale of an Office Unit in violation of this Section 8.1 release the Unit Owner who is the purported seller from any of its obligations under the Condominium Documents, whether or not such sale is voided by the Office Board

8.1.9 If the Office Board exercises its right of first refusal to purchase pursuant to Section 8, the Offeree Unit Owner shall have the right to proceed with sale to the Office Board, or alternately, shall have the right to withdraw the Sale Agreement, as applicable, as presented to the Office Board. The Offeree Unit Owner must notify the Office Board of any such withdrawal within five (5) days of the Offeree Unit Owner's receipt of notice of the Office Board's exercise of its right of first refusal.

8.1.10 The Office Board does not have a right of first refusal with respect to leases of Office Units. Each Office Unit Owner may lease his or her Unit without the consent of the Office Board, the Office Unit Owners or any other party provided that prior to leasing (1) any Office Common Charges or other fees then due to the Office Board are paid; and (2) such Office Unit Owner provides notice to the Office Board in the form of a copy of the executed lease. The Office Board may establish reasonable fees for the processing of such lease, which shall be payable by the leasing Unit Owner (but not Sponsor or its designee) to the Managing Agent.

8.2 Consent of Unit Owners to Purchase Units by Office Board. Subject to the remaining provisions of these Office By-Laws and the Declaration and Condominium By-Laws, the Office Board may not exercise any option hereinabove set forth to purchase any Office Unit without the prior approval of a majority in interest of the Office Unit Owners. The Office Board shall have the right to release or waive such option without the prior approval or a vote of the Office Unit Owners.

The Office Board, in its sole discretion and without the approval of the Office Unit Owners, may obtain and close on mortgage loan financing in such amount as it determines, subject to limitations hereafter set forth, to finance the purchase of any Unit as to which the Office Board exercises its right of first refusal pursuant to Section 8.1, provided that: (i) such mortgage is secured by a first lien on the Office Unit being purchased, and (ii) the principal amount of such mortgage does not exceed the purchase price for the Office Unit plus the amount of closing costs incurred by the Office Board in connection with such purchase and related mortgage financing.

As to any purchase of an Office Unit by the Office Board, and related mortgage loan financing, pursuant to the exercise by the Office Board of its right of first refusal under Section 8.1: (i) the Office Board shall be required to comply with all terms related to financing of purchase of such Unit as are contained in the Sale Agreement for such Unit as negotiated by the Office Unit Owner and as presented to the Office Board pursuant to Section 8.1, and (ii) the Office Board shall be required to close on its purchase of such Unit within sixty (60) days of the date set for closing in such Sale Agreement or sixty (60) days of date of notification of exercise of right of first refusal, whichever is later.

8.3 No Severance of Ownership. No Office Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to its Unit without including therein its appurtenant Common Interest, it being the intention to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests without including all such interests shall be deemed and taken to include the interest or interests so omitted even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant Common Interest of any Office Unit may be sold, conveyed or otherwise disposed of, except as part of a sale, conveyance or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, conveyance or other disposition of such part of the appurtenant Common Interests of all Office Units.

8.4 Release by Office Board of Right of First Refusal. The right of first refusal contained in Section 8.1 may be released or waived by the Office Board only in the manner provided in Section 8.5. In the event the Office Board shall release or waive its right of first

refusal as to any Office Unit, such Unit, together with its appurtenant Common Interest, may be sold or conveyed in accordance with the Sale Agreement and the other information supplied by the Offeree Unit Owner to the Office Board pursuant to Section 8.1 hereof, subject to the provisions of subsection 8.1.4. The Office Board may establish reasonable fees for its consideration of any right of first refusal, which fees shall be payable by the selling Unit Owner (but not Sponsor or its designee), as the case may be, to the Managing Agent.

8.5 Certificate of Termination of Right of First Refusal. A certificate executed and acknowledged by the Secretary or any other officer of the Office Board stating that the provisions of Section 8.1 have been satisfied by a Unit Owner or stating that the right of first refusal contained therein has been duly released or waived by the Office Board and that, as a result thereof, the rights of the Office Board thereunder have terminated, shall be conclusive upon the Office Board and the Office Unit Owners in favor of all persons who rely on such certificate in good faith.

8.6 Financing of Purchase, or Refinancing, of Office Units by Office Board. The purchase of any Office Unit, together with its appurtenant Common Interest, by the Office Board or its designee, on behalf of all Office Unit Owners, may, at the option of the Office Board, be made from the funds deposited in the capital and/or expense accounts of the Office Board by or on behalf of Office Unit Owners. The Office Board may levy an assessment against each Office Unit Owner, in proportion to its respective Common Interest, as an additional Office Common Charge, and/or the Office Board, in its discretion, may finance the acquisition of such Office Unit and subsequently refinance such Office Unit (on such terms and in such amount(s) as the Office Board determines); provided, however, that no such financing may be secured by an encumbrance or hypothecation of any portion of the Office Section (except to the extent permitted by law) other than the Office Unit to be purchased or refinanced, as the case may be, together with its appurtenant Common Interest.

8.7 Exceptions. In addition to any other exceptions herein before set forth, the provisions of Section 8.1 shall not apply to the sale or conveyance of any Unit, together with its appurtenant Common Interest, by: (a) the Office Unit Owner thereof to his or her spouse, adult children, parents, adult siblings or to any combination of them, or to a trust for the benefit of any one or more of them and/or any one or more minor children of any of them (collectively, "family members"), or to any affiliate (an "affiliate" being defined as for purposes hereof as a person or entity that owns fifty percent (50%) or more of the legal and beneficial interest of such Unit Owner or owner of an interest in a Unit Owner, as the case may be, or an entity with respect to which such Unit Owner or owner of an interest in a Unit Owner owns fifty percent (50%) or more of the legal and beneficial interest) of the Office Unit Owner thereof or the owner of any controlling interest in an Office Unit Owner which is a corporation, partnership, limited liability company or other entity; (b) Sponsor or its designee with respect to Unsold Units; (c) the Office Board; (d) any proper officer conducting the sale of an Office Unit in connection with the foreclosure of a mortgage or other lien covering such Unit or delivering a deed in lieu of such foreclosure; or (e) a Permitted Mortgagee or its nominee, who has acquired title to any Office Unit at any foreclosure sale of its Permitted Mortgage or by deed in lieu of such foreclosure delivered in a bona fide transaction, and, with respect to Sponsor's Lender, the initial purchaser of such Office Unit from Sponsor' Lender; provided, however, that each succeeding Office Unit Owner shall be bound by, and its Unit shall be subject to, all of the provisions of this Article 8.

In addition, the provisions of Section 8.1 shall not apply to any sale or conveyance of: (i) an Office Unit to (x) a Permitted Mortgagee or a purchaser at a foreclosure sale under a Permitted Mortgage or (y) a Permitted Mortgagee (or, in the case of Sponsor's Lender, its designee) pursuant to a deed in lieu of foreclosure.

8.8 Gifts, Devises and Intestate Transfers. Any Office Unit Owner shall be free to convey or transfer his or her Unit by gift, or may devise his or her Unit by will, or have his or her Unit pass by intestacy, without complying with the provisions of Section 8.1, provided, however, that each succeeding Unit Owner shall be bound by, and his or her Office Unit shall be subject to, the provisions of this Article 8.

8.9 Payment of Assessments. Office Unit Owners shall not be permitted to sell, convey, mortgage, pledge, hypothecate or lease their Office Units unless and until they shall have paid in full to the Office Board all unpaid Office Common Charges and other amounts required by the Office Board to be paid and theretofore assessed against such Office Units and until such Office Unit Owners shall have satisfied all unpaid liens against their Units, other than Permitted Mortgages. Office Unit Owners shall notify the Office Board or its Managing Agent at least five (5) business days prior to the closing of any of the aforementioned transactions for confirmation of any unpaid amounts. The provisions of this Section 8.4 shall not apply to Declarant or its designee or other owner of Unsold Office Units.

8.10 Waiver of Right of Partition with Respect to Office Units Acquired on Behalf of Office Unit Owners as Tenants-in-Common. In the event that any Office Unit shall be acquired by the Office Board or its designee, corporate or otherwise, on behalf of all Office Unit Owners, as tenants-in-common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such acquired Unit and the entire Property as herein provided.

8.11 Mortgage of Office Units. Subject to Article 7 hereof, each Office Unit Owner shall have the right to mortgage its Unit without restriction.

ARTICLE 9

CONDEMNATION

In the event of the taking in condemnation or by eminent domain of all or any part of the Office Common Elements and/or Office Limited Common Elements, then, subject to the provisions set forth below, the Office Board will arrange for the prompt repair and restoration of the part of the Office Common Elements and/or Office Limited Common Elements affected by such taking. The award made for any such taking shall be payable to the Office Board and shall be disbursed to the contractors engaged in such repair and restoration, if any, in appropriate progress payments. If the net proceeds of any such award are insufficient to cover, or if such net proceeds exceed, the cost of any repairs and restorations, the deficit or surplus, as the case may be, will be borne by the Office Unit Owners pro rata in accordance with their respective Common Interests; provided, that the amount of any surplus payable to any Unit Owner shall be lessened by such amounts as may be necessary to reduce unpaid liens (other than mortgages which are not Permitted Mortgages) on any such Unit in the order of the priority of such liens.

Notwithstanding any provisions contained herein to the contrary, if seventy-five (75%) percent or more of the Office Common Elements and Office Limited Common Elements are so taken, such repairs or restorations shall not be made unless seventy-five (75%) percent or more of all Office Unit Owners (and Declarant or its designees, if they shall then own any Unsold Office Units), both in number and in aggregate Common Interests, shall promptly resolve to proceed with the same. In the event that a sufficient number of Office Unit Owners shall so resolve, the repairs and restoration shall be performed as set forth above. Conversely, in the event that a sufficient number of Office Unit Owners shall either fail or refuse to so resolve, the repairs and restoration shall not be performed and the Office Section shall be subject to an action for partition by any Office Unit Owner or lienor, as if owned in common, in which event the net proceeds of the sale, and net proceeds of any applicable condemnation awards shall be divided among all Office Unit Owners by apportioning the amount apportioned to the Office Unit Owners among such Office 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 its share of such funds, such amounts as may be necessary to discharge all unpaid liens on its Unit (other than mortgages which are not Permitted Mortgages) in the order of the priority of such liens. As used in this Article 9, the words "promptly resolve" shall mean not more than 60 days after the date notice is given of such taking. Any dispute between the Office Board and the Office Unit Owners under this Article 9 shall be settled by Arbitration.

ARTICLE 10

RECORDS AND AUDITS

10.1 Records. The Office Board, or the managing agent therefor, shall keep detailed records of the actions of the Office Board, minutes of the meetings of the Office Board, minutes of the meetings of the Office Unit Owners, and financial records and books of account with respect to the activities of the Board, including a listing of all receipts and expenditures. In addition, the Office Board shall keep a separate account for each Office Unit which, among other things, shall contain the amount of each assessment of Office Common Charges and other amounts required by the Office Board to be paid in respect of each such Unit, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid.

10.2 Audits. Within four months after the end of each fiscal year, an annual report of receipts and expenditures, prepared and certified by an independent certified public accountant or an independent certified public accounting firm, shall be submitted by the Office Board to all Office Unit Owners (and to all Permitted Mortgagees of Office Units who have requested the same in writing). The cost of such report submitted by the Office Board shall be paid by the Office Unit Owners as a Office Common Expense.

10.3 Availability of Documents. Copies of the Declaration, these Office By-Laws, the Condominium By-Laws, the Office Rules and Regulations (if any), the General Rules and Regulations (if any) and the Floor Plans, as the same may be amended from time to time, shall be maintained at the office of the Office Board and shall be available for inspection by Office Unit Owners and their authorized agents during reasonable business hours and upon reasonable prior notice.

ARTICLE 11

MISCELLANEOUS

11.1 Consents. Wherever the consent, approval or satisfaction of Sponsor or its designee is required under these Office By-Laws, such consent, approval or satisfaction shall not be required when there are no remaining Unsold Office Units, the renovation work to be performed by Sponsor has been fully completed, if required, an amended permanent certificate of occupancy therefor has been issued and Sponsor has no remaining obligations under the Offering Plan or otherwise.

11.2 Waiver. No provision contained in these Office By-Laws or the Office Rules and Regulations shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches thereof which may occur.

11.3 Captions. The index hereof and captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Office By-Laws nor the intent of any provision hereof.

11.4 Conflict. In the event of any conflict between the provisions of these Office By-Laws or the Office Rules and Regulations (if any), and those of the Condominium By-Laws, the provisions of the Condominium By-Laws shall control. In the event of any conflict between the provisions of these Office By-Laws or the Office Rules and Regulations (if any), and those of the Declaration, the provisions of the Declaration shall control.

11.5 Certain References.

11.5.1 A reference in these Office By-Laws to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires.

11.5.2 The terms “herein,” “hereof” or “hereunder” or similar terms used in these Office By-Laws refer to these Office By-Laws in their entirety and not to the particular provision in which the terms are used.

11.5.3 Unless otherwise stated, all references herein to Articles, Sections, subsections, subparagraphs or other provisions are references to Articles, Sections or other provisions of these Office By-Laws.

11.6 Severability. Subject to the provisions of the Declaration, if any provision of these Office By-Laws is invalid or unenforceable as against any person, party or under certain circumstances, the remainder of these Office By-Laws and the applicability of such provision to other persons, parties or circumstances shall not be affected thereby. Each provision of these Office By-Laws shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by law.

11.7 Successors and Assigns. The rights and obligations of the Declarant with respect to the Unsold Office Units as set forth herein shall inure to the benefit of, and be binding upon,

any successor or assign of the Declarant or, with the consent of the Declarant, any transferee of two or more of the then Unsold Office Units. Subject to the foregoing, the Declarant (or its designee or other holder of Unsold Office Units) shall each have the right, at any time, in its sole discretion, to assign or otherwise transfer its interests in the Condominium, whether by merger, consolidation, lease, assignment or otherwise.

11.8 Covenant of Further Assurances.

11.8.1 Any party which is subject to the terms of these Office By-Laws, whether such party is an Office Unit Owner, a lessee or sublessee of an Office Unit Owner, an occupant of a Unit, a member or officer of the Office Board, 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 these Office By-Laws or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

11.8.2 If any Office Unit Owner or any other party which is subject to the terms of these Office By-Laws fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) days after request therefor, to take any action which such Office Unit Owner or other party is required to perform pursuant to these Office By-Laws, then the Office Board or other party is hereby authorized, as attorney-in-fact, coupled with an interest, for such Office Unit Owner or other party, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Office Unit Owner or other party, and such instrument or action shall be binding on such Office Unit Owner or other party, as the case may be.

11.8.3 If any Office Unit Owner or any other party which is subject to the terms of these Office By-Laws fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) days after request therefor, to take any action which such Office Unit Owner or party is required to perform pursuant to these Office By-Laws at the request of Declarant, then Declarant is hereby authorized, as attorney-in-fact, coupled with an interest, for such Office Unit Owner or other party, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Office Unit Owner or other party, and such document or action shall be binding on such Office Unit Owner or other party.

11.8.4 If the Office Board 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 Office Board is required to perform pursuant to these Office By-Laws or the Condominium By-Laws at the request of Declarant or its designee, then Declarant or its designee, as the case may be, is hereby authorized, as attorney-in-fact, coupled with an interest, for the Office Board, to execute, acknowledge and deliver such instrument, or to take such action, in the name of the Office Board, and such document or action shall be binding on the Office Board.

11.9 Arbitration. Except as may otherwise be expressly provided in these Office By-Laws, the Condominium By-Laws or the Declaration, any Arbitration provided for in these Office By-Laws shall be conducted in the manner set forth in Article 14 of the Condominium

By-Laws, and the costs and expenses thereof shall be borne by the losing party in the Arbitration or, if the position of neither party to a dispute shall be substantially upheld by the arbitrator, such fees, costs and expenses shall be borne equally by the parties to the dispute. Each disputant shall also bear the fees and expenses of its counsel and expert witnesses. Subject to the foregoing, all costs and expenses paid or incurred by the Office Board in connection with any Arbitration held hereunder (including, without limitation, the fees and expenses of counsel and expert witnesses) shall constitute Office Common Expenses. The parties to any dispute required or permitted to be submitted to Arbitration hereunder may, by mutual agreement between them, vary any of the provisions of Article 14 of the Condominium By-Laws with respect to Arbitration of such dispute, or may agree to resolve their dispute in any other manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as the "New York Simplified Procedure for Court Determination of Disputes".

ARTICLE 12

AMENDMENTS TO OFFICE BY-LAWS

12.1 Amendments by Office Unit Owners. Subject to the provisions contained herein, in the Declaration or in the Condominium By-Laws with respect to amendments, modifications, additions or deletions affecting Declarant or its designee, or any Unsold Office Units, any provision of these Office By-Laws or the Office Rules and Regulations (if any) may be amended, modified, added to or deleted by the affirmative vote of at least 66-2/3% in number and in Common Interest of all Office Unit Owners; provided, however, that, subject to Declarant's right to change the use of Unsold Office Units, neither the permitted use of a Unit nor the Common Interest appurtenant to each Office Unit shall not be altered without the written consent of all Office Unit Owners affected thereby. Subject to the provisions contained herein, in the Declaration or in the Condominium By-Laws with respect to amendments, modifications, additions or deletions affecting Declarant or its designee or any Unsold Office Units, any such amendment, modification, addition or deletion shall be executed by the Office Board, as attorney-in-fact, coupled with an interest, for the Office Unit Owners, for the purpose of approving and executing any instrument effecting such amendment, modification, addition or deletion, which the Office Board is hereby authorized by such Office Unit Owners to do as their attorney-in-fact. Notwithstanding the foregoing and subject to the provisions contained herein, in the Declaration or in the Condominium By-Laws with respect to amendments, modifications, additions or deletions affecting Declarant or its designee or any Unsold Office Units, no such amendment, modification, addition or deletion shall be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of the Office Mortgagee Representative(s), if any. Each duly adopted amendment, modification, addition or deletion to these Office By-Laws shall be effectuated by an instrument recorded in the Register's Office.

12.2 Amendments Affecting Declarant. Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition to or deletion of these Office By-Laws, the Declaration or the Office Rules and Regulations shall be effective in any way against: (a) Declarant or its designee, for so long as it is the owner of one or more Office Units, unless Declarant or its designee has given its prior written consent thereto; or (b) the holder of any present or future mortgage, pledge or other lien or security interest encumbering any Unsold Office Unit unless such holder has given its prior written consent thereto.

12.3 Amendments Affecting Permitted Mortgagees. Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition to or deletion of Section 6.2.2, 6.4, 6.5, Article 7 or Article 12 hereof, shall be effective as against the holder of any Permitted Mortgage theretofore made unless such holder has given its prior written consent thereto.

12.4 Deemed Approval Provision. Notwithstanding anything to the contrary contained herein, in the Declaration or in the By-Laws, if any Office Unit Owner is notified in writing that its consent to a proposed amendment or modification to the Office By-Laws or the Office Rules and Regulations is requested, then, provided that such notice contains a copy of the proposed amendment or modification (and a statement in bold capital letters to the effect that if such Office Unit Owner does not notify the sending party in writing within ten (10) Business Days after such Office Unit Owner receives such notice (together with a copy of such amendment or modification), that such Office Unit Owner disapproves such proposed amendment or modification, then such Office Unit Owner shall be deemed to have approved such amendment or modification), if such Office Unit Owner does not notify the sending party in writing within ten (10) Business Days after such Office Unit Owner receives such notice (together with a copy of such amendment or modification), that such Office Unit Owner disapproves such proposed amendment or modification, then such Office Unit Owner shall be deemed to have approved such amendment or modification. The foregoing shall not apply to notices given to Declarant or any other holder of Unsold Office Units requesting Declarant or such holder's consent to a proposed amendment or modification.

12.5 Consents of Declarant. The provisions of this Article 12 may not be modified, amended, added to or deleted, in whole or in part, without the consent of Declarant or its designee.

EXHIBIT A

RULES AND REGULATIONS OF

Office Section of The Corinthian Office Condominiums

[RESERVED FOR ADOPTION OF RULES AND REGULATIONS BY OFFICE BOARD]

EXHIBIT 9

CERTIFICATIONS

9A Sponsor and Principals

9B Sponsor's Engineer (or Architect)

9C Sponsor's Expert Concerning
Adequacy of Budget

9D Sponsor's Expert Concerning
Adequacy of Common Charges
Payable by the Retail Unit Owner and the
Office Unit Owner

345 EAST 37TH STREET PROPERTY OWNER, L.L.C
c/o 60 Guilders, LLC
370 7th Avenue, Suite 1400
New York, New York 10001

CERTIFICATION BY SPONSOR AND SPONSOR'S PRINCIPALS PURSUANT TO SECTION 20.4(b) OF THE REGULATIONS ISSUED PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A, AS AMENDED

April 4, 2016

New York State Department of Law
120 Broadway
New York, NY 10271
Att.: Real Estate Finance Bureau

Re: The Corinthian Office Condominiums
345 East 37th Street (a/k/a 330 East 38th Street)
New York, New York 10006

The undersigned certify as follows:

We are the sponsor and the principals of the sponsor of the condominium offering plan for the captioned property.

We understand that we have primary responsibility for complying with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Part 20 and such other laws and regulations as may be applicable.

We have read the entire offering plan. We have investigated the facts set forth in the offering plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the offering plan does, and that the 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; and

7. not contain any representation or statement which is false, where we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

345 East 37th Street Property Owner, L.L.C

By: _____
Name: Kevin Chisholm
Title: Authorized Signatory

Sworn to before me this
4th day of April, 2016

_____
Notary Public

BETZAIDA DIAZ
Notary Public, State of New York
No. 01DI4989494
Qualified in Kings County
Commission Expires Nov. 12, 2017

Kevin Chisholm

Sworn to before me this
4th day of April, 2016

Betzaida Diaz
Notary Public

BETZAIDA DIAZ
Notary Public, State of New York
No. 01DI4983494
Qualified in Kings County
Commission Expires Nov. 12, 2017

Bastien Broda

Sworn to before me this
4th day of April, 2016

Betzaida Diaz
Notary Public

BETZAIDA DIAZ
Notary Public, State of New York
No. 01DI4983494
Qualified in Kings County
Commission Expires Nov. 12, 2017

MICHAEL ZENREICH
A R C H I T E C T. P C

149 West 36th Street, 7th floor
New York, NY 10018
Tel 212 242-7440 Fax 212 242-7450

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

July 18, 2016

New York State Department of Law
120 Broadway
New York, New York 10271
Att.: Real Estate Finance Bureau

Re: The Corinthian Office Condominiums
345 East 37th Street (a/k/a 330 East 38th Street)
New York, New York 10006

The undersigned, a licensed architect in the State of New York, hereby certifies as follows:

The sponsor of the condominium offering plan for the captioned property (the "Property") retained our firm to prepare a report disclosing the condition of the Property (the "Report"). We visually inspected the Property on , February 18, 2016. Based upon the foregoing, we prepared the Report, dated as of July 18, 2016, a copy of which is intended to be incorporated into the offering plan so that prospective Purchasers may rely on the Report.

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 this Report.

We have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

We certify that the Report:

(i) sets forth in narrative form the description and/or physical condition of the entire Property in accordance with the plans and specifications that we examined;

(ii) in our professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description and/or physical condition of the Property as it exists;

(iii) does not omit any material fact;

(iv) does not contain any untrue statement of a material fact;

(v) does not contain any fraud, deception, concealment, or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) does not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by and have no beneficial interest in the sponsor and that our compensation for preparing this Report is not contingent on the conversion of the Property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the Property.

Michael Zenreich Architects, P.C.

By: _____
Name: MICHAEL ZENREICH
Title: PRINCIPAL

NEW YORK, N.Y.

Sworn to before me this
12 day of JULY, 2016

_____
Notary Public

ENRIQUE A. ARANA
Notary Public, State of New York
No. 01AR5072745
Qualified in Kings County
Commission Expires February 10, 2019



JEFFREY MANAGEMENT CORP.

Seven Penn Plaza
Suite 618
New York, NY 10001
212.563.6557
212.563.6657 Fax

CERTIFICATION OF SPONSOR'S EXPERT ON ADEQUACY OF CONDOMINIUM BUDGET PURSUANT TO SECTION 20.4(d) OF THE REGULATIONS ISSUED PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A, AS AMENDED

June 2, 2016

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

Re: The Corinthian Office Condominiums
345 East 37th Street (a/k/a 330 East 38th Street)
New York, New York 10006

The undersigned, Jeffrey Management Corp., is a licensed real estate management firm in the State of New York. Jeffrey Management Corp. has been engaged in the management of over 5,000 units in various condominiums and mixed-use rental properties over the past 20 years.

The sponsor of the condominium offering plan for the above captioned property retained us to prepare Schedule B (together with the notes thereto, the "Schedule") to the offering plan containing projections of income and expenses of the Office Section for the fiscal year January 1, 2017 to December 31, 2017, the projected First Year of Operation.

We understand we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the Schedule.

We have reviewed the Schedule and investigated the facts set forth in the Schedule and the facts underlying them with due diligence in order to form a basis for this certification. We also have relied on our experience in managing mixed-use buildings in Manhattan.

We certify that the projections in the Schedule appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses of the Office Section for the projected First Year of Operation.

We certify that the Schedule:

(i) sets forth in detail the projection of income and expenses for the projected First Year of Operation;

(ii) affords potential investors, purchasers, and participants an adequate basis upon which to found their judgment concerning the projected First Year of Operation;

(iii) does not omit any material fact;

(iv) does not contain any untrue statement of a material fact;

(v) does not contain any fraud, deception, concealment, or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) does not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the sponsor. We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the income and expenses for the projected First Year of Operation. The undersigned has no financial interest in the project. It is noted however that a principal of the undersigned indirectly owns a negligible interest in the sponsor entity.

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.

Jeffrey Management Corp.

By: _____
Name: JAY ANDERSON
Title: Exec VP

Sworn to before me this
2nd day of June 2016

_____
Notary Public

BETZAIDA DIAZ
Notary Public, State of New York
No. 01DI4988494
Qualified in Kings County
Commission Expires Nov. 12, 2017

JEFFREY MANAGEMENT CORP.

Seven Penn Plaza
Suite 618
New York, NY 10001
212.563.6557
212.563.6657 Fax

CERTIFICATION OF SPONSOR'S EXPERT ON ADEQUACY OF COMMON CHARGES PAYABLE BY THE RETAIL UNIT OWNERS AND THE OFFICE UNIT OWNERS PURSUANT TO SECTION 20.4(e) OF THE REGULATIONS ISSUED PURSUANT TO GENERAL BUSINESS LAW, ARTICLE 23-A, AS AMENDED

June 2, 2016

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

Re: The Corinthian Office Condominiums
345 East 37th Street (a/k/a 330 East 38th Street)
New York, New York 10006

The undersigned, Jeffrey Management Corp., is a licensed real estate management firm in the State of New York. Jeffrey Management Corp. has been engaged in the management of over 5,000 units in various condominiums and mixed-use rental properties over the past 20 years.

The sponsor of the condominium offering plan for the above captioned property retained us to prepare Schedule B (together with the notes thereto, the "Schedule") to the offering plan containing projections of common charges payable by the owners of the Office Units for the fiscal year January 1, 2017 to December 31, 2017, the projected First Year of Operation.

We understand we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the Office Units listed on the Schedule.

We have reviewed the Schedule as it impacts upon the Office Units and investigated the facts underlying them with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential and commercial buildings in Manhattan.

We certify that the projections in the Schedule for common charges payable by the owners of the Office Units appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to such units for the projected First Year of Operation, and that the allocation of common charges attributable to the units also reflects the special or exclusive use or availability or exclusive control of particular common areas relating to those units.

We certify that the estimates in the Schedule for the common charges payable by the owners of the Office Units:

(i) set forth in detail the projected common charges for the units for the projected First Year of Operation;

(ii) afford potential investors, purchasers, and participants an adequate basis upon which to found their judgment concerning the common charges payable by the owners of the units during the projected First Year of Operation;

(iii) do not omit any material fact;

(iv) do not contain any untrue statement of a material fact;

(v) do not contain any fraud, deception, concealment, or suppression;

(vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) do not contain any representation or statement which is false, where 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 common charges fairly attributable to the units for the projected First Year of Operation. The undersigned has no financial interest in the project. It is noted however that a principal of the undersigned indirectly owns a negligible interest in the sponsor entity.

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.

Jeffrey Management Corp.

By: _____

Name: JAY ANDERSON

Title: SR. V.P.

Sworn to before me this

2nd day of June 2016

_____

Notary Public

KL3 3069261.2

BETZAIDA DIAZ
Notary Public, State of New York
No. 01DI4988494
Qualified in Kings County
Commission Expires Nov. 12, 2017

EXHIBIT 10

LEAD PAINT REPORTS

LIMITED LEAD-BASED PAINT SURVEY REPORT

For

345 East 37th Street
New York, NY 10016

Prepared For:

60 Guilders, LLC
370 Seventh Avenue, Suite 1400
New York, NY 10001

Prepared By:

Langan Engineering, Environmental, Surveying and Landscape Architecture, D.P.C.
300 Kimball Drive
Parsippany, New Jersey 07054

Vijay Patel
Senior Associate

Steven Ciambruschini, P.G., L.E.P.
Principal / Vice President

LANGAN

December 17, 2015
Langan Project No. 100538701

TABLE OF CONTENTS

		Page No.
1.0	INTRODUCTION	1
2.0	SURVEY METHODOLOGIES	1
3.0	OBSERVATIONS AND FINDINGS	1
4.0	CONCLUSIONS AND RECOMMENDATIONS	3
5.0	REPORT CERTIFICATION	3

LIST OF TABLES

Table 1 XRF LBP Testing Data Sheet

LIST OF APPENDICES

Appendix A Langan's Certifications

1.0 INTRODUCTION

Langan Engineering, Environmental, Surveying and Landscape Architecture, D.P.C. has prepared this Limited-Lead Based Paint (LBP) survey report on behalf of 60 Guilders, LLC., for the property located at 345 East 37th Street, New York, NY 10016. The objective of this Survey was to identify the presence/absence of Lead Based Paint (LBP) that would have any potential impact in connection with the lease, financing, or renovation of the building. The survey was limited to the 2nd & 3rd floors and excluded the parking garage.

The report, which follows, presents our field observations, sampling methodologies, findings, conclusions and recommendations.

2.0 SITE DESCRIPTION

The subject property is designated as Block 943, Lot 7501 by the New York City Department of Finance and is currently occupied by "The Corinthian", a 57-story mixed-use commercial and residential building which was constructed in 1989. The property is bounded to the north by New York University Langone Medical Center, to the east by commercial buildings, to the south by a vacant lot overlying the approach to the Midtown Tunnel, and, to the west by mixed-use and residential buildings. The subject property is primarily residential with commercial space on the first, second, and third floor levels.

3.0 SURVEY METHODOLOGIES

A Niton XLP 300 X-Ray Fluorescence (XRF) Spectrum Analyzer was used to inspect the subject buildings for the presence of lead-based paint (LBP). The Niton analyzer uses a cadmium 109 radioactive source and an advanced solid-state radiation detector to generate an x-ray fluorescence spectrum of a painted surface. During the analysis, the intensity of the x-rays is converted by the instrument's internal software into an estimate of the concentration of lead in the substance being analyzed. The results are interpreted as concentrations of lead in milligrams per square centimeter. This device is a field-screening tool, used to collect multiple readings in a short period of time. The method of measurement is based on spectrometric analysis of lead x-ray fluorescence within a controlled depth of interrogation. The reading is an estimate of lead content in

all layers of paint. The results are displayed in milligrams per square centimeter (mg/cm^2).

The definition of lead based paint as per Housing and Urban Development (HUD) guidelines was used to compare and evaluate painted surfaces. According to HUD, an XRF reading below 1.0 mg/cm^2 would designate paint as non-LBP, while a reading of 1.0 mg/cm^2 or greater would designate paint as LBP.

3.0 OBSERVATIONS AND FINDINGS

The LBP screening was conducted on November 30, 2015 by Langan's Dixit Kumar Patel, USEPA-accredited lead inspector. The locations screened primarily consisted of the paint on walls, ceilings, doors, stairs, windows, columns, pipes, and other miscellaneous building components. Overall, the paint on building components was observed in good to fair condition with areas of localized minor damage.

A total of two hundred and twenty three (223) painted locations were screened for LBP on the 2nd & 3rd floors. Lead concentrations in painted surfaces were below 1.0 mg/cm^2 and were mostly below the instrument detection levels. A summary of XRF screening data is provided in Table 1.

The following summarizes the results of XRF screening:

Painted Components Screened	No. of Locations Screened	No. of Locations with Lead Results Greater than 1.0 mg/cm^2	Results
Gypsum board walls and soffit	55	0	The beige, white, tan, brown, ash, sky blue, off white, varnish, dark beige, yellow and dark brown paint on walls was identified as non-LBP. Overall, the paint was in good condition.
Vinyl baseboard	18	0	Lead in tan, white, gray, violet, red, white, black, light green, black, & light brown vinyl baseboard molding was less than 1.0 mg/cm^2.
Metal doors and frame	41	0	The beige, tan, brown, white, blue, ash, varnish, dark grey and light brown paint on door components was identified as non-LBP. The paint was in

Painted Components Screened	No. of Locations Screened	No. of Locations with Lead Results Greater than 1.0 mg/cm²	Results
			good condition.
Metal window frame, sash & sill	9	0	The beige, tan, brown & white paint on window components was identified as non-LBP. Overall, the painted surfaces were in good condition.
Wooden door, shelf, chair, table, chair rail, ramp handrail, fan frame, cabinet, furniture, wall panel,	47	0	The beige, white, tan, blue, brown and varnish paint on miscellaneous wooden components was in good condition and was identified as non-LBP.
Electrical panel box, ceiling tile grid, cabinet frame, electrical conduit, napkin holder, metal self, cabinet frame, cabinet shelf, speaker, sink undercoating, elevator components, fire extinguisher box, etc.	46	0	The beige, tan, brown, gray, light green & white paint on miscellaneous metal components was identified as non-LBP. The paint was in good condition.
Cinder block wall	4	0	The white & gray color paints were identified as non-LBP. The paint was in good condition.
Concrete column & Floor	3	0	The sky blue and gray paint was identified as non-LBP. The paint was in good condition.

4.0 CONCLUSIONS AND RECOMMENDATIONS

In accordance with New York City Local Law 1, for residential properties, owners shall be responsible for the following:

Annual notifications to all occupants as well as to occupants upon lease-up, lease renewal, and agreement to lease or commencement of occupancy inquiring if there are children under 6 years of age residing in the unit. Owners must include a notice about owner responsibilities under the law with each lease and must provide a pamphlet informing occupants about lead. There is also a requirement that owners physically inspect units whose occupants do not respond to determine if there is a child under 6 residing in the unit.

Owners must investigate units where children under the age of 6 reside as well as common areas in the property to find peeling paint, chewable surfaces, deteriorated sub surfaces, and friction and impact surfaces. This investigation must be conducted at least annually or more often if the owner knows about a condition that may cause a lead hazard, or the occupant complains about such a condition.

Lead concentrations in painted surfaces were below 1.0 mg/cm^2 and were mostly below the instrument detection level. Overall, the painted surfaces were in good condition. Regardless of the lead concentrations, all painted surfaces should be maintained in good condition.

Please note that although the HUD defines lead based paint as paint having lead concentrations equal or greater than 1.0 mg/cm^2, the Occupational Safety and Health Administration (OSHA) considers any concentration of lead in paint to be lead containing paint.

Overall, the painted surfaces were in good condition. Regardless of the lead concentrations, all painted surfaces should be maintained in good condition. Painted surfaces which would be impacted by planned activities such as drilling, cutting, scrapping, etc. and create dust should be properly addressed by following safe work practices, good housekeeping procedures and/or following proper abatement procedures. Grinding and sanding of paint without HEPA filter exhaust, open flame gas fired torch, unconfined abrasive blasting, and chemical strippers containing methylene chloride or other human carcinogenic chemicals are not recommended.

The Federal Resource Conservation and Recovery Act (RCRA) regulation governs the handling, transportation, and disposal of hazardous materials. Every demolition/renovation debris generator has the responsibility to determine whether the debris exhibits one or more of the characteristic wastes listed in subpart C of 40 CFR Part 261. In the case of demolition debris, lead in LBP is a characteristic waste, and therefore, it is the responsibility of the renovation/demolition debris generator to characterize the waste prior to its disposal and, if found to be hazardous waste as defined by Federal Statutes, to be properly handled and disposed. Metal objects painted with LBP are exempt from disposal regulations applicable to lead, provided they are

properly recycled.

TABLES

APPENDIX A

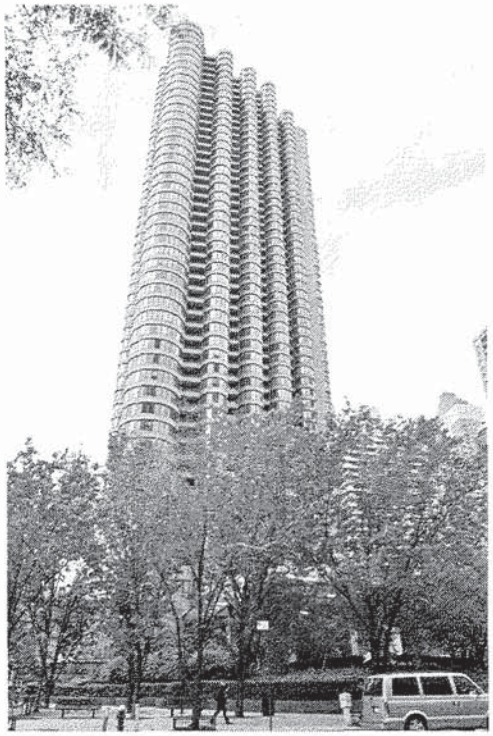
Langan's Certifications

EXHIBIT 11

FAÇADE REPORT

CANY Technical Services, LLC
Building Enclosure Experts

REPORT #:	Rep 345 East 37th Street_DueDil_07-16-15	**DATE:**	July 16, 2015
PROJECT:	345 East 37th Street New York, NY 10016 Block: 943 Lot: 7501 BIN: 1076166	**ATTN:**	Kevin Chisholm 60 Guilders, LLC
SUBJECT:	Building Enclosure Due Diligence Investigation, Document Review, Report of Findings	**PHONE:** **MOBILE:** **EMAIL:**	212-235-0832 (917) 859-7744 kchisolm@60guilders.com



PART 1 - DUE DILIGENCE SCOPE & BUILDING DESCRIPTIION

1.1 **Introduction:** The following report provides an assessment of current and anticipated future building enclosure conditions at 370 Lexington Avenue, New York, NY. The Repair Scope of Work and Cost Estimate provided herein is intended for budgeting purposes only and is provided solely for the Client's use. The recommended Scope of Work is based upon a brief onsite walkthrough performed by CANY LLC Principal, Jarrett Huddleston, a review of limited information available through the NYC BIS and anecdotal information / verbal reportage by building personnel. Costs below are based upon an average of non-union labor bids on similar projects current at the time of this writing. To the extent possible, CANY has endeavored to accurately establish the age of installations and repairs, the methods utilized to perform repair and replacement work and the severity of existing damage and active leakage conditions. However, in utilizing the contents of this report, the Client acknowledges that the limitations of access, documentation and sources of information may have an impact on the ultimate accuracy of certain of the observations / assertions presented herein.

1.2 **Property Location:**

A. 345 East 37th Street, New York, NY 10016, Block 943, Lot: 7501, BIN: 1076166 is located on 1st Avenue between 37th and 38th Street, Manhattan.

1.3 **Building Description:**

A. 345 East 37th Street, New York, NY 10016 is a 57-story (plus roof mechanical penthouses) residential building built in 1989. The building is a concrete framed structure with steel shelf angles supporting a tan-colored jumbo brick cavity wall. Window sills and copings are cast stone. Facades feature curved sections of ribbon window and brick spandrel alternating with brick-parapet railings with railings. There are a number of "blind" wall runs between fenestrated bay especially at the north elevation. There is a large setback at the 4th floor that serves as tenant / owner amenity terrace space A large canopy structure extends as a porte-cochere at the east elevation. The building is subject to the requirements of the NYC Façade Inspection and Safety Program, (RCNY 103-04, formerly Local Law 11-98), and was filed SWARMP in Cycle 7C.

Typical windows are aluminum-framed casements and fixed lites glazed with insulated glass units (IGU's).

The majority of roofing was replaced during 2012-13. Original asphalt protected roof membrane assemblies (PRMA) were replaced with reinforced cold fluid-applied PRMA. The entrance canopy roof and upper mechanical PH roof are original. Terrace amenity areas at the 4th floor setback and main roof level feature concrete paver traffic surfaces.

Sidewalks are typically concrete flag on grade. The east driveway, walkways and a portion of the garden area and plaza are over cellar mechanical areas.

PART 2 - DOCUMENT REVIEW

2.1 Local Law 11-98 (Façade Inspection and Safety Program)

A. Cycle 5 Local Law 11-98 Report: The building was filed SAFE on 01/30/2000

B. Cycle 6 Local Law 11-98 Report: The building was initially filed SWARMP on 08-23-2005 by VSA Exterior Consultants, Inc. 6th Cycle façade status report filed SWARMP and identifies the following conditions:

1) Rusting is developing on the concealed shelf angles. The condition is most prevalent on the NE exposure, Apt. Lines L, M, N, and O although it does randomly appear in less pronounced stages in other areas uncommon to the NE exposure.

2) Localized masonry cracks and joint failures: west wall, south planter area; west wall, south corner at 4th floor; south wall, east side end at 4th floor; south wall at 4th floor step crack at curved wall; south wall east end at 4th floor.

3) At mechanical room roof parapet wall, the interior CMU contains open joints and is absorbing water.

4) Open joints on interior side of the water tank enclosure wall.

C. Cycle 7 Local Law 11-98 Report: The building was filed SWARMP on 02/19/2013 by Stone Engineering PC.

1) SEPC performed visual/critical examination of exterior walls and appurtenances using high- powered binoculars and photographic technique from grade level.

2) The critical examination was augmented by inspections from suspended scaffolding and roof level.

3) SEPC verified that the SWARMP conditions identified in the 6th Cycle Report have been addressed/corrected.

4) The report identifies the following existing conditions:

a) Cracked/spalled concrete window sill due to corroding steel reinforcement, material, age, exposure, and/or freeze/thaw cycle. Remedy: Perform local patch repairs, including treatment of exposed steel.
b) Cracked brick masonry due to corroded steel shelf angle(s), localized movement, and/or freeze/thaw cycle. Remedy: Perform exploratory probes, removed/replace damaged brick, provide waterproofing steel restoration/replacement as necessary.
c) Deteriorated/cracked mortar joint due to exposure, material, age, and/or freeze/thaw cycle. Remedy: Rout and tuck point mortar joints.
d) Corroded steel shelf angle due to exposure, age, material, and/or waterproofing. Remedy: Expose shelf angle, treat or replace shelf angle, provide waterproofing and new brick.

e) Cracked concrete balcony – underside due to corroding steel reinforcement, material, age, exposure, and/or freeze/thaw cycle. Remedy: Perform local patch repairs, including treatment of exposed steel.
f) Cracked concrete balcony – topside due to corroding steel reinforcement, material, age, exposure, and/or freeze/thaw cycle. Remedy: Perform local patch repairs, including treatment of exposed steel.
g) Cracked/spalled concrete coping stone at balcony wall due to corroding steel reinforcement, material, age, exposure, and/or freeze/thaw cycle. Remedy: Perform local patch repairs, including treatment of exposed steel.
h) Maintenance - Deteriorated joint sealant at window due to age and exposure. Remedy: Remove/replace joint sealant as necessary.

2.2 DOB Façade Repair Job Filings:

A. File Date: 01/19/2012 Job #: 120951880 Doc #: 01 Job Type: Alt 2 Job Status: SIGNED OFF Status Date: 02/15/2013 Lic#: 0081090 PE Applicant: PETKANAS Zoning Approval: NOT APPLICABLE Job Description EXTERIOR RESTORATION 4TH FLOOR PLAZA REHABILITATION / WATERPROOFING.. No change in use, egress, or occupancy. Work on Floor(s): 004 **Cost of construction:$1,158,965.00**

B. File Date: 02/21/2012 Job #: 120984444 Doc #: 01 Job Type: Alt 3 Job Status: SIGNED OFF Status Date: 01/25/2013 Lic#: 0023945 RA Applicant: MAHLER Zoning Approval: NOT APPLICABLE Job Description INSTALLATION OF A HEAVY DUTY SIDEWALK SHED PER PLANS NO CHANGE IN USE, EGRESS OR OCCUPANCY. Work on Floor(s): GRD

C. File Date: 02/28/2012 Job #: 120992300 Doc #: 01 Job Type: Alt 3 Job Status: SIGNED OFF Status Date: 10/01/2013 Lic#: 0083278 PE Applicant: HOQUE Zoning Approval: NOT APPLICABLE Job Description INSTALLATION OF 80 LINEAR FEET OF HEAVY DUTY SIDEWALK SHED FOR BUILDING ALTERATION, FILED SEPERATELY LIVE LOAD 300 PSF. SIDEWALK SHED SHALL COMPLY WITH CHAPTER #33 OF THE 2008 CODE. NO CHANGE IN USE EGRESS OR OCCUPANCY Work on Floor(s): OSP

D. File Date: 08/07/2014 #: 140239601 Doc #: 01 Job Type: Alt 3 Job Status: PERMIT ENTIRE Status Date: 08/10/2014 Lic#: 00272914 PE Applicant: AHMED Zoning Approval: NOT APPLICABLE Job Description INSTALLATION OF HEAVY DUTY SIDEWALK SHED AS PER PLANS. NO CHANGE IN USE, EGRESS OR OCCUPANCY. Work on Floor(s): GRD

PART 3 - OBSERVATIONS & RECOMMENDATIONS

3.1 Facades:

A. General: Facades are generally in good condition / fair and have been consistently repaired and maintained pursuant to the NYC Façade Inspection and Safety Program (FISP / 1-RCNY 103-04) as noted above. CANY noted localized / isolated problem conditions consistent with ongoing weathering and deterioration. At isolated areas we observed improperly executed repairs.

B. Ongoing Repair & Maintenance: Building Engineering Personnel described ongoing perimeter sealant replacement and step crack pointing that is currently underway at the NW corner of the tower. This work does not require filing or a permit and is being conducted in that fashion as maintenance under the building's operating budget.

C. Cycle 7 Repairs: The Cycle 7 SWARMP report cites the multiple conditions listed above (see 2.1 C. 4.) as existing at multiple floors on all elevations. As noted in the report, the sill, shelf angle and balcony repair work must be filed, necessitating site protection and Site Safety. Although a sidewalk shed permit was filed last August, we observed no protection in place and it does not appear feasible that the sill, shelf angle and balcony repair work described in the report was completed. As the work was associated with a December 2014 recommended completion date, its execution or lack thereof should be confirmed.

D. Conditions Observed / Anticipated:

1. Isolated Window Sills: CANY observed isolated cracking and spalling at isolated cast stone window sills. These require patching / pointing / sealant repair. We dis not observe (See Photos # - #.)
2. Isolated Brick Masonry Cracking: CANY observed isolated step cracking and vertical cracks at shelf angles (especially at areas of fenestration), parapets and building corners. Face brick at these locations should be replaced / isolated sections of parapet reconstructed. (See Photos # & #.)
3. Corroded Shelf Angles: As noted in item 3.1 D. 2 above, corrosion expansion at shelf angle locations has produced isolated masonry cracking as well as mortar damage and loss. A significant number of shelf angles at "blind" areas of wall have previously been addressed. Shelf angles at these areas should be opened, masonry properly shored and the angles replaced with proper anchorage, shimming, flashings, masonry ties and weeps. (See Photos # & #.)
4. Corroded Shelf Angles / Lintels at Building Base: CANY observed widespread mortar loss, isolated step cracking and corrosion at lintels / shelf angles at floors 1-3. At the worst affected locations, shelf angles / lintels should be opened, masonry properly shored and the angles replaced with proper anchorage, shimming, flashings, masonry ties and weeps. (See Photos # & #.)
5. Balcony Slab Cracking: CANY observed cracking of concrete balcony slabs at isolated locations with staining indicative of water passing through the cracks.

While the damage observed does not appear to include displacement that would suggest a significant structural defect, CANY recommends that these be inspected by a structural engineer and that, at a minimum, any spalls be repaired and balcony traffic surfaces at the affected locations waterproofed with a suitable foot-traffic bearing membrane to prevent further water entry and corrosion of embedded reinforcement. (See Photos #)

6. Balcony Copings / Railings: Balconies were not available for inspection during our walkthrough of the building. However, the Cycle 7 report notes cracking of isolated cast stone copings at balconies. These copings should be repaired in place or replaced.

7. Upper Mechanical PH, Water-tank Enclosure: The building water-tank is surrounded by a cylindrical CMU / brick veneer screen wall. This wall has decorative opening toward the top, with a bond-beam-steel shelf angle assembly supporting the CMU and face brick above. CANY observed cracking and mortar loss at face brick above the lintel / shelf angle level and cracking of the bond beam assembly at multiple locations. All masonry should be demolished above the openings and properly rebuilt with a new bond-beam / shelf angle assembly. As waterproofing is essential to prevent a recurrence of this condition, CANY recommends sub coping flashing and a draining stucco coating (or at least a "breathable" elastomeric masonry coating) at the entire inboard face of this screen wall. (See Photo #.)

3.2 Windows & Storefronts:

A. Typical Windows: Windows are aluminum-framed in-swing casement and fixed-lite insulated glass units (IGU's) incorporating thermal breaks dating from original construction. Windows were not accessible to assess operation, hardware and gaskets, but CANY observed loose gaskets at operable vents from the exterior. Building personnel report that window maintenance including gasket replacement and hardware adjustment is the responsibility of individual owners. It is unknown to this writer whether ultimate window replacement is a shared expense. In order to estimate the exposure of the Commercial Condo Owner, CANY has provided estimated costs for storefront and window replacement at floors 1-3.

B. Storefronts: Storefronts are aluminum-framed KD assemblies with plate glass glazing, generally in good condition. CANY observed missing snap-on covers at the south Commercial Condo entrance storefront. As noted above, commercial storefront replacement costs are provided at 10 years.

C. Skylights: There is an octagonal pyramidal skylight glazed with insulated glass and incorporating thermal breaks above the pool. The unit appears generally in good condition, reportedly with no significant leakage or condensation problems.

3.3 Roofing and Related:

A. 4th Floor Setback Roof: The principal setback roof is a new insulated cold fluid applied PRMA system with pavers. In order to meet current NYC Energy conservation Code (ECC) requirements, additional insulation was added to the assembly. This raised the level of the finished traffic surface, necessitating installation of a railing, which was added. This roofing appears in good condition.

B. Main Roof: The main roof is also a newly-installed insulated cold fluid applied PRMA system with pavers. The parapet at this roof appears of adequate height and it may be that insulation at this level was not brought to compliance with current ECC requirements. Also at this roof, CANY observed a number of detailing issues at rising walls where curb flashings and base flashings appear improperly detailed / terminated. This roof should be inspected and deficiencies corrected.

C. Low-rise Walkways and Planters: Walkways and planters located at the curved window-wall areas of the lower facades have recently been reroofed with cold fluid applied roofing / waterproofing. The reinforced unsaturated polyester resin membrane at these areas has been left exposed and should be treated with the manufacturer's approved coating / surfacing and / or insulation and pavers. If planters are to be restored, proper drainage mat, insulation, planter drains and root barrier are required. (See Photos #.)

D. Upper Mechanical PH Roof: The upper mechanical room roof / house-tank roof is an original PRMA assembly with insulation, filter fabric and aggregate ballast. CANY observed base flashing material that indicates that the assembly is a smooth-surfaced modified bitumen roof, probably two-ply. There is currently leakage below the south section of this roof into the elevator machine room, probably at the base flashing of the smoke-hatch. This roof has reached the end of its service life and replacement is recommended within the ten year term. (See Photos #.)

E. Canopy Roof: The canopy roof / house-tank roof is an original PRMA assembly with insulation, filter fabric and aggregate ballast, probably a smooth-surfaced modified bitumen roof like the upper mechanical PH roof. This roof has reached the end of its service life and replacement is recommended within the ten year term. (See Photos #.)

3.4 Sidewalks and Below Grade:

1) Sidewalks: Sidewalks are concrete flag-on grade, generally in good condition. (It should be noted that the east end of the building plaza and sidewalks are constructed over the Queens - Midtown Tunnel, although the tubes are significantly below the surface.) Curbs are steel-nosed / concrete. The sidewalks appear recently replaced, with installation having been performed in phases. CANY observed cracking of flags and some curb damage at the area of the gratings (Tunnel service access and/or Con Ed vaults) along E 38th Street. Sealant joints are in fair condition. There do not appear to be any trip hazards at present and it is assumed that any minor sidewalk repair and maintenance work (including

localized sealant replacement) will be performed under the building operating budget during the 10-year term. (See Photos # - #.)

2) Vault Space below the Porte-Cochere / East Garden / Plaza: CANY observed numerous leaks into building mechanical rooms below the east plaza, driveway, porte cochere and planting area. Most of these leaks are occurring in areas where the presence of limited water infiltration is not highly significant (e.g. pump room). However, CANY observed indications of leakage into the electrical room at one area. Removal of the plaza / planter overburden would be highly costly, and given the nature of the leakage and the use of the affected areas, CANY recommends the use of concrete gel injection, possibly combined with collection methods if not completely effective. (See Photos # & #.)

END OF REPORT

ATTACHED: COST ESTIMATE EXCEL SPREADSHEET
PHOTO APPENDIX, PHOTOS #1 - #__

V:\Projects\01415 - 37th Street, 345 East\01415.1 - Due Diligence\Report\Rep 345 EAST 37th_DueDil_07-16-15.docx

EXHIBIT 12

ASBESTOS REPORT

National Voluntary Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2005

AmeriSci New York
DBA: AmeriSci New York
117 E. 30th Street
New York, NY 10016
Mr. Paul Mucha
Phone: 212-679-8600 Fax: 212-679-2711
Email: pmucha@amerisci.com
http://www.amerisci.com

ASBESTOS FIBER ANALYSIS — NVLAP LAB CODE 200546-0

Bulk Asbestos Analysis

Code	*Description*
18/A01	EPA 600/M4-82-020: Interim Method for the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

Airborne Asbestos Analysis

Code	*Description*
18/A02	U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.

For the National Voluntary Laboratory Accreditation Program

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2016
Issued April 01, 2015

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. PAUL J. MUCHA
AMERICA SCIENCE TEAM NEW YORK INC
117 EAST 30TH ST
NEW YORK, NY 10016

NY Lab Id No: 11480

is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:

Miscellaneous

Asbestos in Friable Material	Item 198.1 of Manual
	EPA 600/M4/82/020
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 of Manual

Serial No.: 52773

Property of the New York State Department of Health. Certificates are valid only at the address shown, must be conspicuously posted and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (518) 485-5570 to verify the laboratory's accreditation status.

United States Department of Commerce
National Institute of Standards and Technology

NVLAP®

Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 200546-0

AmeriSci New York

New York, NY

is accredited by the National Voluntary Laboratory Accreditation Program for specific services, listed on the Scope of Accreditation, for:

Asbestos Fiber Analysis

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).

2015-06-29 through 2016-06-30

Effective Dates

DEPARTMENT OF COMMERCE * UNITED STATES OF AMERICA *

For the National Voluntary Laboratory Accreditation Program

LIMITED ASBESTOS SURVEY REPORT

For

345 East 37th Street
New York, NY 10016

Prepared For:

60 Guilders, LLC
370 Seventh Avenue, Suite 1400
New York, New York 10001

Prepared By:

Langan Engineering, Environmental, Surveying and Landscape Architecture, D.P.C.
300 Kimball Drive
Parsippany, New Jersey 07054

Vijay Patel
Senior Associate

Steven Ciambruschini, P.G., L.E.P.
Principal / Vice President

LANGAN

December 17, 2015
Langan Project No. 100538701

TABLE OF CONTENTS

Page No.

ACRONYMS ii
EXECUTIVE SUMMARY 1
1.0 INTRODUCTION 3
2.0 SITE DESCRIPTION 3
3.0 SURVEY METHODOLOGY AND TERMINOLOGY 3
4.0 OBSERVATIONS AND FINDINGS 4
5.0 CONCLUSIONS AND RECOMMENDATION 5
6.0 LIMITATIONS, EXCEPTIONS AND ASSUMPTIONS 6

TABLES

Table 1 Summary of Asbestos Survey Findings

DRAWINGS

ASL-1 Asbestos Sampling Locations- 2nd Floor
ASL-2 Asbestos Sampling Locations- 2nd Floor
ASL-3 Asbestos Sampling Locations- 3rd Floor
ASL-4 Asbestos Sampling Locations- 3rd Floor

APPENDICES

Appendix A Laboratory Test Results and Chain of Custody Documentations (Asbestos)
Appendix B Langan's Certifications and Laboratory Accreditations

ACRONYMS

USEPA	United States Environmental Protection Agency
NYSDOL	New York State Department of Labor
NYCDEP	New York City Department of Environmental Protection
AHERA	Asbestos Hazard Emergency Response Act
OSHA	Occupational Safety and Health Administration
CAA	Clean Air Act
CFR	Code of Federal Regulation
EPA	United States Environmental Protection Agency
HEPA	High Efficiency Particulate Air
HUD	Housing and Urban Development
NESHAPS	National Standards for Hazardous Air Pollutants
RCRA	Resource Conservation and Recovery Act
PLM	Polarized Light Microscopy
TEM	Transmission Electron Microscopy
ACM	Asbestos-Containing Materials
SF	Square Feet
LF	Linear Feet

EXECUTIVE SUMMARY

Langan Engineering, Environmental, Surveying and Landscape Architecture, D.P.C. has prepared this Limited Asbestos Survey Report on behalf of 60 Guilders, LLC., for the property located at 345 East 37th Street, New York, NY 10016. The objective of this Survey was to identify the presence/absence of asbestos-containing materials (ACM) that would have any potential impact in connection with the lease, financing, or renovation of the building. The survey was limited to the 2nd & 3rd floors and excluded the parking garage.

PROJECT INFORMATION:

Client Name:	60 Guilders, LLC	Survey Dates:	11-30-2015 & 12-02-2015
Professional's Project #:	100538701	Construction Dates:	1989
Professional's Project Manager:	Vijay Patel	No. Buildings:	1
Phone No.:	973-560-4983	No. of Stories:	57
Email:	vpatel@langan.com	Basement:	Yes
Property Address:	345 East 37th Street	Property Use:	Residential and Commercial
Property Town, County, State:	New York, NY 10016	Property Identification:	Block 943; Lot 7501

The following summarizes asbestos containing materials identified in the building:

Asbestos-Containing Materials (ACM)

Material	Survey Results	Estimated Quantity of ACM Identified
2nd Floor		
12-inch mottled beige floor tile – Suite 204	ACM	420 SF
Mastic/felt associated with fiberglass ceiling insulation (Top & Bottom)	ACM	23,000 SF
Waterproofing mastic on perimeter columns/beams/walls	ACM	10,000 SF
3rd Floor		
12-inch mottled beige floor tiles – Suite 314	ACM	480 SF
Mastic/felt associated with fiberglass ceiling insulation (Top & Bottom)	ACM	48,000 SF
Waterproofing mastic on perimeter columns/beams/walls	ACM	9,000 SF
Remnant mastic on floor	ACM	700 SF

Due to limitations such as building occupancy and live electricity, destructive means of survey were not utilized to ascertain the presence/absence of suspect materials which may exist concealed. Suspect materials noted below may exist concealed and are assumed to be ACM:

Material	Survey Results	Total Estimated Quantity of ACM Identified within Surveyed Areas
2nd Floor		
Suspect floor covering in inaccessible suites	Assumed ACM	14,300 SF
Suspect materials associated with ceramic wall and floor tiles (Waterproofing, grout, bed mortar, etc.)	Assumed ACM	1,900 SF
Suspect materials concealed under wood flooring (Tar paper, felt, etc.)	Assumed ACM	1,250 SF
Mirror glue daubs	Assumed ACM	260 SF
Wood wall panel glue	Assumed ACM	425 SF
3rd Floor		
Mastic associated with gray & white floor tiles	Assumed ACM	3,855 SF
Suspect floor covering materials in inaccessible suites	Assumed ACM	6,600 SF
Suspect materials associated with ceramic wall and floor tiles (Waterproofing, grout, bed mortar, etc.)	Assumed ACM	2,600 SF
Mirror glue daubs	Assumed ACM	190 SF
Wood wall panel glue	Assumed ACM	200 SF

Refer to Tables 1 for details and a summary of asbestos survey findings.

1.0 INTRODUCTION

Langan Engineering, Environmental, Surveying and Landscape Architecture, D.P.C. has prepared this Limited Asbestos Survey Report on behalf of 60 Guilders, LLC., for the property located at 345 East 37th Street, New York, NY 10016, New York. The objective of this Hazmat Survey was to identify the presence/absence of asbestos-containing materials (ACM) that would have any potential impact in connection with the financing, leasing or planned renovation of the building. The survey was limited to Floors 2 and 3 and excluded the parking garage.

The remainder of this Report presents our observations, findings, laboratory test results of samples collected, plans showing sampling locations, and an itemized inventory of hazmat identified in the building.

2.0 SITE DESCRIPTION

The subject property is designated as Block 943, Lot 7501 by the New York City Department of Finance and is currently occupied by "The Corinthian", a 57-story mixed-use commercial and residential building which was constructed in 1989. The property is bounded to the north by New York University Langone Medical Center, to the east by commercial buildings, to the south by a vacant lot overlying the approach to the Midtown Tunnel, and, to the west by mixed-use and residential buildings. The subject property is primarily residential with commercial space on the first, second, and third floor levels.

3.0 SURVEY METHODOLOGY AND TERMINOLOGY

The asbestos survey was conducted in accordance with EPA protocol outlined in the EPA publication "Asbestos in Buildings". Suspect ACM was visually identified during a room-by-room, floor-by-floor survey of the building. Suspect ACM was categorized into various homogeneous materials and types, and sampled and analyzed for asbestos content. Sampling and analysis was conducted in accordance with EPA protocol 600/M4-82-020 per 40 CFR 763. Samples collected were properly packaged in individual containers, sealed; catalogued and chain-of-custody documentation was completed. Quantities of suspect materials were recorded and observations such as

physical condition and friability of the materials were also noted.

Suspect Asbestos-Containing Materials

Asbestos was used in certain types of construction and building materials. Until a material is examined using light microscopy or a similar technique, the building material is considered as a suspect asbestos-containing material. A few examples of these materials include floor tiles, ceiling panels, thermal system insulation, fireproofing insulation, roofing materials, etc. Any suspect ACM of unknown asbestos content (that is not tested) should be handled as if it were an asbestos containing material.

Asbestos–Containing Material

A material with an asbestos concentration greater than one percent by weight is considered to be asbestos-containing by the United States Environmental Protection Agency (USEPA). Thus, a material which contains asbestos in concentrations greater than 1% by weight is considered as "positive" while materials that do not contain asbestos or asbestos is detected in concentrations less than one percent by weight are considered as "negative".

4.0 OBSERVATIONS AND FINDINGS

The survey of the subject building was conducted on November 30, 2015 & December 02, 2015 by Langan's Adem Bajrami, Fernando Velasquez & Parthi Munirathinam. During the survey, suspect materials observed in accessible spaces of the building were documented, assessed, quantified, and sampled as necessary. As required by the USEPA, samples were analyzed by individual layer (i.e., floor tile & the associated mastic were analyzed as two (2) separate samples). Bulk samples of the suspect ACM were analyzed using the Polarized Light Microscopy (PLM) analytical methodology in accordance with 40CFR 763 and NESHAP regulations. Non-friable organically bound (NOB) material samples which tested negative via PLM were reanalyzed using transmission electron microscopy (TEM). Several suspect materials were identified as having asbestos content greater than one percent by weight and are considered to be "positive" for asbestos in accordance with the EPA definition of an asbestos-containing material.

Refer to Tables 1 for a detailed summary of asbestos survey findings. Refer to Appendix A for the analytical test results and chain of custody documentation. Sampling locations are depicted on Drawings ASL-1 thru ASL-4.

5.0 CONCLUSIONS AND RECOMMENDATION

Regulatory Guidelines and Requirements

Federal

In accordance with the Clean Air Act (CAA), the U.S. Environmental Protection Agency (EPA) established National Emission Standards for hazardous Air Pollutants (NESHAP) to protect the public from exposure to airborne pollutants. Asbestos was one of the air pollutants, which was addressed under the NESHAP 40 CFR Part 61. The purpose of asbestos NESHAP regulations is to protect the public health by minimizing the release of asbestos when facilities, which contain ACM, are being renovated or demolished. EPA is responsible for enforcing regulations related to asbestos during renovations and demolition, however, the CAA allows the EPA to delegate this authority to State and Local Agencies. Even after EPA delegate's responsibility to a state or Local agency, EPA retains the authority to oversee agency performance and to enforce NESHAP regulations as appropriate.

State

Asbestos in New York State is regulated under the Labor Law Section 906, Part 56 of Title 12 of the Official Compilation of Codes, Rules, and Regulations. Within the department and for the purpose of the Department of Labor, this part (rule) is known as Industrial Code Rule No. 56 (ICR 56) relating to hazards to the public safety and health, during the removal, encapsulation, or disturbance of friable asbestos, or any handling of ACM that may result in the release of asbestos fiber.

City Regulations

Asbestos Control Program (ACP), Title 15, Chapter 1 of the New York City Department of Environmental Protection (NYCDEP) regulates all asbestos abatement activities occurring within the City of New York. The ACR regulations also require asbestos surveys and abatement work to be performed by a NYCDEP certified asbestos investigator and asbestos workers, respectively.

The New York City Department of Buildings (NYCDOB) requires an ACP notification to be included with the renovation/demolition permit applications. The notification is performed using an ACP 5 or ACP 20/21 forms.

Asbestos containing materials were identified in the building. Refer to Tables 1 for a summary of asbestos survey findings.

All identified ACM in the building should be managed in good condition under an operations and management plan. ACM (confirmed and assumed) which would be impacted by planned renovation or demolition activities will need to be properly abated prior to performing such activities. The removal and disposal of ACM must be performed by a NYS-DOL licensed asbestos handling contractor in accordance with Federal, state, and local regulations. Proper notifications must be filed with the US-EPA, NYS-DOL, NYC-DEP and other regulatory agencies prior to performing such activities.

As required by the NYS-DOL and NYC-DEP regulations, the abatement project must be monitored by a NYS-DOL certified project monitor. The project monitor oversees contractor's work practices and also performs pre, during, and final clearance post abatement air sampling in accordance with the state and city regulations.

6.0 LIMITATIONS, EXCEPTIONS AND ASSUMPTIONS

Opinions and recommendations presented in this report apply to site conditions and features as they existed at the time of Langan's site visit, and those reasonably foreseeable. They cannot necessarily apply to conditions and features of which Langan is unaware and has not had the opportunity to evaluate.

Any suspect building material that is not listed in this report must be assumed to be ACM and treated as such unless otherwise confirmed by laboratory testing.

The conclusions presented in this report are professional opinions based solely upon Langan's visual observations of accessible areas, laboratory test data and current regulatory requirements. These conclusions are intended exclusively for the purpose stated herein, at the site indicated, and for the project indicated.

It is important to recognize that even the most comprehensive scope of services may fail to detect all asbestos containing materials that may be associated with the property. Langan cannot, therefore, act as insurers and cannot "certify" that all asbestos containing materials associated with the property have been identified, and no expressed or implied representation or warranty is included or intended in our report, except that our services were performed, within the limits prescribed by our client, with the customary thoroughness and competence of our profession.

TABLES

Table -T1 - SUMMARY OF ASBESTOS SURVEY FINDINGS
345 East 37th Street
New York, NY 10016

Material	Sample ID	Location	Survey Results		Friable Yes/No	Estimated Quantity of ACM/ Assumed ACM	Notes/Comments
2nd Floor - ACM and /or Assumed							
12-inch mottled beige floor tile	FT-12	Suites 204	ACM	CHRY 4.2%	No	420 SF	---
Mastic associated with beige floor tiles			Non-ACM	CHRY Trace	No		
Mastic/felt associated with fiberglass ceiling insulation (Top & Bottom)	FGMA	2nd Floor	ACM	CHRY 1.9%	No	23,000 SF	Material was observed at scattered locations. 50% of the 2nd floor ceiling is assumed to contain ceiling insulation.
Waterproofing mastic on exterior columns/beams/walls	WMA	2nd Floor	ACM	CHRY 11.8%	No	10,000 SF	Mastic observed in perimeter columns. Mastic may be present on perimeter walls & beams behind the drywall.
Suspect floor covering materials in inaccessible suites	--	Suite 209	Assumed ACM	--	No	2,000 SF	Access was not provided to identified spaces.
		Suite 210				1,500 SF	
		Suite 211				5,700 SF	
		Suite 211A				1,100 SF	
		Suite 203A (Mechanical space)				2,000 SF	
		Suite 215				2,000 SF	
Suspect materials associated with ceramic wall and floor tiles (Waterproofing, grout, bed mortar, etc.)	--	Scattered Locations - 2nd Floor	Assumed ACM	--	No	1,900 SF	---
Suspect materials concealed under wood floor (Tar paper, felt, etc.)	--	Suite 202	Assumed ACM	--	No	1,250 SF	---
Mirror glue daubs	--	Scattered Locations - 2nd Floor	Assumed ACM	--	No	260 SF	---
Wood wall panel glue	--	Suite 212	Assumed ACM	--	No	425 SF	---

Table -T1 - SUMMARY OF ASBESTOS SURVEY FINDINGS
345 East 37th Street
New York, NY 10016

Material	Sample ID	Location	Survey Results		Friable Yes/No	Estimated Quantity of ACM/ Assumed ACM	Notes/Comments
3rd Floor - ACM and /or Assumed							
12-inch mottled beige floor tiles	FT-12	Suite 314	ACM	CHRY 4.2%	No	480 SF	--
Mastic associated with beige floor tiles			Non-ACM	CHRY Trace	No		
Mastic/felt associated with fiberglass ceiling insulation (Top & Bottom)	FGMA	3rd Floor	ACM	CHRY 1.9%	No	48,000 SF	--
Waterproofing mastic on exterior columns/beams/walls	WMA	3rd Floor	ACM	CHRY 11.8%	No	9,000 SF	Mastic observed in perimeter columns. Mastic may be present on perimeter walls & beams behind the drywall.
Remnant mastic on floor	FTMA	Suite 310	ACM	CHRY 1.5%	No	700 SF	--
12-inch speckled gray floor tiles	FT-1	Suites 303C & 304	Non-ACM	--	No	3,855 SF	Lab could not analyze submitted mastic samples. Tenants would not allow access to retest suspect material. FT-1 is installed over FT-2. Suite 303C - 1500 SF, Suite 304 - 900 SF & Suite 309 = 1455 SF
Mastic associated with gray floor tiles floor covering			Assumed ACM	--	No		
White floor tiles under FT-1 & FT-20	FT-2		Non-ACM	--	No		
Mastic associated with white floor tiles			Assumed ACM	--	No		
Suspect floor covering materials in inaccessible suites	--	Suite 307	Assumed ACM	--	No	1,800 SF	Identified spaces inaccessible for survey.
	--	Suite 308		--	No	2,100 SF	
	--	Suite 319		--	No	1,100 SF	
	--	Suite 321		--	No	1,600 SF	
Suspect materials associated with ceramic wall and floor tiles (Waterproofing, grout, bed mortar, etc.)	--	Scattered Locations - 3rd Floor	Assumed ACM	--	No	2,600 SF	--
Mirror glue daubs	--	Scattered Locations - 3rd Floor	Assumed ACM	--	No	190 SF	--
Wood wall panel glue		Suite 312	Assumed ACM	--	No	200 SF	--

Table -T1 - SUMMARY OF ASBESTOS SURVEY FINDINGS
345 East 37th Street
New York, NY 10016

Material	Sample ID	Location	Survey Results		Friable Yes/No	Estimated Quantity of ACM/ Assumed ACM	Notes/Comments
Wall plaster (2 layers)	WP	Throughout 2nd & 3rd Floor	Non-ACM	--	No	--	---
Drywall baord	SHT	Throughout 2nd & 3rd Floor	Non-ACM	--	No	--	---
Drywall baoard joint compound	SHJC	Throughout 2nd & 3rd Floor	Non-ACM	--	No	--	---
Brick mortar	BM	Throughout 2nd & 3rd Floor	Non-ACM	--	No	--	---
Cinderblock mortar	CBM	Throughout 2nd & 3rd Floor	Non-ACM	--	No	--	---
Fireproofing on beams & ceilings	FP	Throughout 2nd & 3rd Floor	Non-ACM		No	--	---
2'x2' rough texture with 1' square design ceiling panel	CPP-1	Scattered Locations - 2nd & 3rd Floor	Non-ACM	--	Yes	--	---
2'x2' rough texture ceiling panel	CPP-2	Scattered Locations - 2nd & 3rd Floor	Non-ACM	--	Yes	--	---
2'x2' ceiling panel with pinholes	CPP-3	Scattered Locations - 2nd & 3rd Floor	Non-ACM	--	Yes	--	---
2'x2' ceiling panel with pinholes and grooves	CPP-4	Scattered Locations - 3rd Floor	Non-ACM	--	Yes	--	---
2'x2' smooth texture ceiling panel	CPP-5	Scattered Locations - 3rd Floor	Non-ACM	--	Yes	--	---
Terrazzo floor	TF	Suite 204	Non-ACM	--	No	--	---
Exterior window caulking	EWC	Exterior - 2nd & 3rd Floor	Non-ACM	--	No	--	---
Pin glue associated with fiberglass ceiling insulation	FGPG	2nd & 3rd Floor	Non-ACM	--	No	--	---

Table -T1 - *SUMMARY OF ASBESTOS SURVEY FINDINGS*
345 East 37th Street
New York, NY 10016

Material	Sample ID	Location	Survey Results		Friable Yes/No	Estimated Quantity of ACM/ Assumed ACM	Notes/Comments
Wooden baseboard molding glue	WBGL	Suite 202	Non-ACM	--	No	--	--
Carpet glue	CG	Scattered Locations - 2nd & 3rd Floor	Non-ACM	--	No	--	--
Levelling compound under carpet	LC	Scattered Locations - 2nd & 3rd Floor	Non-ACM	--	Yes	--	--
Gray duct seam mastic	DSM-1	Scattered Locations - 2nd & 3rd Floor	Non-ACM	--	No	--	--
Duct seam mastic	DSM-2	Suite 310	Non-ACM	--	No	--	--
Tan sink undercoating material	SU-1	Scattered Locations - 2nd & 3rd Floor	Non-ACM	--	No	--	--
Gray sink undercoating material	SU-2	Scattered Locations - 2nd & 3rd Floor	Non-ACM	--	No	--	--
Black sink undercoating material	SU-3	Scattered Locations - 2nd & 3rd Floor	Non-ACM	--	No	--	--
Remnant mastic on floor (Type 1)	RMA-1	Suite 204	Non-ACM	--	No	--	--
Remnant mastic on floor (Type 2)	RMA-2	Suite 204A	Non-ACM	--	No	--	--
Interior window glazing putty	IWG	Throughout 2nd & 3rd Floor	Non-ACM	--	No	--	--
Glue associated with baseboard molding	BBG	Throughout 2nd & 3rd Floor	Non-ACM	--	No	--	--
12-inch speckled tan floor tiles	FT-3	Suite 301	Non-ACM	--	No	--	--
Glue associated with speckled tan floor tiles			Non-ACM	--	No	--	

Table -T1 - SUMMARY OF ASBESTOS SURVEY FINDINGS
345 East 37th Street
New York, NY 10016

Material	Sample ID	Location	Survey Results		Friable Yes/No	Estimated Quantity of ACM/ Assumed ACM	Notes/Comments
12-inch speckled gray with black stripe floor tiles	FT-4	Suite 316	Non-ACM	--	No	--	--
Glue associated with speckled gray with black stripe floor tiles			Non-ACM	--	No	--	
12-inch speckled tan with red stripe floor tiles	FT-5	Suite 311	Non-ACM	--	No	--	--
Glue associated with speckled tan with red stripe floor tiles			Non-ACM	--	No	--	
12-inch mottled pink floor tiles	FT-6	Suite 311	Non-ACM	--	No	--	--
Glue associated with mottled pink floor tiles			Non-ACM	--	No	--	
12-inch blue floor tiles	FT-7	Suite 313	Non-ACM	--	No	--	--
Glue associated with blue floor tiles			Non-ACM	--	No	--	
Wood design floor tiles	FT-8	Suites 306 & 313	Non-ACM	--	No	--	--
Glue associated with wood design floor tiles			Non-ACM	--	No	--	
12-inch mottled off white floor tiles	FT-9	Suite 313	Non-ACM	--	No	--	--
Glue associated with mottled off white floor tiles			Non-ACM	--	No	--	
White floor covering	FC-1	Suite 311	Non-ACM	--	No	--	--
Glue associated with white floor covering			Non-ACM	--	No	--	

Table -T1 - SUMMARY OF ASBESTOS SURVEY FINDINGS
345 East 37th Street
New York, NY 10016

Material	Sample ID	Location	Survey Results		Friable Yes/No	Estimated Quantity of ACM/ Assumed ACM	Notes/Comments
12-inch turquoise floor tiles	FT-10	Suites 305 & 320	Non-ACM	--	No	--	--
Glue associated with turquoise floor tiles			Non-ACM	--	No	--	
Tan/red floor tiles under FT-10	FT-11	Suite 305	Non-ACM	--	No	--	--
Glue associated with tan/red floor tiles			Non-ACM	--	No	--	
12-inch beige floor tiles	FT-13	Suite 204A	Non-ACM	--	No	--	--
Mastic associated with beige floor tiles			Non-ACM	--	No	--	
12-inch speckled pink floor tiles	FT-14	Suite 207	Non-ACM	--	No	--	--
Glue associated with speckled pink floor tiles			Non-ACM	--	No	--	
Wood design floor tiles	FT-15	Suite 207	Non-ACM	--	No	--	--
Glue associated with wood design floor tiles			Non-ACM	--	No	--	
Beige with dots floor tiles (layer 1) over mottled tan floor tiles (layer 2) and gray floor tiles (layer 3)	FT-16	Suite 208	Non-ACM	--	No	--	--
Glue associated with layer 1, 2, and 3 floor tiles			Non-ACM	--	No	--	
18-inch mottled tan self adhesive floor tiles	FT-17	Suite 309	Non-ACM	--	No	--	--

Table -T1 - SUMMARY OF ASBESTOS SURVEY FINDINGS
345 East 37th Street
New York, NY 10016

Material	Sample ID	Location	Survey Results		Friable Yes/No	Estimated Quantity of ACM/ Assumed ACM	Notes/Comments
18-inch dark beige mottled floor tiles	FT-18	Suite 306	Non-ACM	--	No	--	--
Glue associated with dark beige *mottled floor tiles*			Non-ACM	--	No	--	
18-inch white/gray floor tiles	FT-19	Suite 306	Non-ACM	--	No	--	--
Glue associated with white/gray floor tiles			Non-ACM	--	No	--	
18-inch white/gray floor tiles	FT-20	Suites 203 & 303C	Non-ACM	--	No	--	--
Glue associated with white/gray floor tiles			Non-ACM	--	No	--	
12-inch olive floor tiles	FT-21	Suites 303C & 320	Non-ACM	--	No	--	--
Glue associated with olive floor tiles			Non-ACM	--	No	--	
12-inch speckled tan/beige floor tiles	FT-22	Suite 318	Non-ACM	--	No	--	--
Mastic associated with speckled tan/beige floor tiles			Non-ACM	--	No	--	
12-inch speckled light blue floor tiles	FT-23	Suite 202C	Non-ACM	--	No	--	--
Glue associated with light blue floor tiles			Non-ACM	--	No	--	
12-inch multicolored white floor tiles	FT-24	Suite 201	Non-ACM	--	No	--	--
Glue associated with multicolored white floor tiles			Non-ACM	--	No	--	

Table -T1 - SUMMARY OF ASBESTOS SURVEY FINDINGS
345 East 37th Street
New York, NY 10016

Material	Sample ID	Location	Survey Results		Friable Yes/No	Estimated Quantity of ACM/ Assumed ACM	Notes/Comments
Gray stone design floor covering	FC-2	Suite 313	Non-ACM	--	No	--	--
Glue associated with gray stone design floor covering			Non-ACM	--	No	--	
Dark gray floor covering	FC-3	Suite 312	Non-ACM	--	No	--	--
Glue associated with dark gray floor covering			Non-ACM	--	No	--	

1 A material with asbestos content greater than one percent (>1.0%) is considered as an asbestos-containing material (ACM). Concentrations in weight percent.
2 ND = "None Detected" – Asbestos not detected in sampled material.
3 CHRY = Chrysotile Asbestos

DRAWINGS

alpha Labs
14-26 28th Avenue Long Island City, NY 11102
Tel.: (718) 482-7525 Fax: (718) 482-7524 www.alphalabsllc.com

BULK SAMPLE PLM ANALYSIS REPORT FOR ASBESTOS IN SPRAY-ON FIREPROOFING CONTAINING VERMICULITE (SOF-V)

CLIENT: Langan Engineering, 21 Penn Plaza, 360 West 31st Street, 8th Floor, NY, NY 10001
BUILDING LOCATION: 345 East 37 Street, Manhattan, NY 10016
Project#: 100538701

Client Sample ID# / Lab Sample ID#	Sample Description	Sample Location	Appearance	GRAVIMETRIC PREPARATION				MISCROSCOPY RESULTS				
				% Ashed Organic + Water Component	% Floats Component	% Residue	% Centrifugate	% Non-Asbestos Fibrous Material	% Non-Fibrous Matrix Material (including Vermiculite)	Chrysotile Percentage	Amphibole Percentage	Total Asbestos Percentage
FP-1 15-12-059-01	Fireproofing on beams & ceiling	3rd Floor - 304	Beige Homogeneous Friable	5.17%	2.30%	24.49%	3.63%	40% CELL 20% FBGL	10% VERM 30% OTHER	None Detected	None Detected	NAD
FP-2 15-12-059-02		3rd Floor – 305	Beige Homogeneous Friable	28.98%	1.81%	18.46%	2.13%	40% CELL 20% FBGL	10% VERM 30% OTHER	None Detected	None Detected	NAD
FP-3 15-12-059-03		3rd Floor – 312	Beige Homogeneous Friable	18.35%	1.71%	21.16%	3.01%	40% CELL 20% FBGL	10% VERM 30% OTHER	None Detected	None Detected	NAD
FP-4 15-12-059-04		2nd Floor – 204	Beige Homogeneous Friable	18.21%	3.05%	17.94%	2.69%	40% CELL 20% FBGL	10% VERM 30% OTHER	None Detected	None Detected	NAD
FP-5 15-12-059-05		2nd Floor – 212	Beige Homogeneous Friable	17.96%	2.20%	24.89%	4.16%	40% CELL 20% FBGL	10% VERM 30% OTHER	None Detected	None Detected	NAD

alpha Labs
14-26 28th Avenue Long Island City, NY 11102
Tel: (718) 482-7525 Fax: (718) 482-7524 www.alphalabsllc.com

BULK SAMPLE PLM ANALYSIS REPORT FOR ASBESTOS IN SPRAY-ON FIREPROOFING CONTAINING VERMICULITE (SOF-V)

CLIENT: Langan Engineering, 21 Penn Plaza, 360 West 31st Street, 8th Floor, NY, NY 10001
BUILDING LOCATION: 345 East 37 Street, Manhattan, NY 10016
Project#: 100538701

Date Received: 12/14/15
Date of Stereo-binocular Analysis: 12/14/15
Date of PLM Analysis (for Chrysotile): 12/16/15
Date of PLM Analysis (for Amphiboles): 12/17/15
Date of Report: 12/17/15

Final report 15-12-059 includes an attachment of 10 lab bench sheets

Analyst: L. Tchorzewski

QC Review / Date: 12/17/2015
D. Molohides, Lab Director

NAD= No Asbestos Detected, NA/PS = Not Analyzed / Positive Stop, Trace = < 1%, CH = Chrysotile, AMO = Amosite, CRO = Crocidolite, ANTH = Anthophyllite, TRE = Tremolite, ACT = Actinolite, AMPH = amphiboles asbestos, FBGL = Fiberglass, CELL = Cellulose, VERM=Vermiculite. Samples are analyzed by Polarized Light Microscopy (PLM) by **ELAP Analysis Protocol 198.8** (spray-on fireproofing containing vermiculite bulk samples). Analytical equipments: Stereobinocular microscopes: Professional Bin (PM #1), Carlsan (Ser# 011418); Polarized Light Microscopes: Olympus BH-2 (Ser #: 214335), Olympus BH-2 (Ser #: 236532). Samples will be stored for ninety (90) days and then returned to the client upon request. The results relate only to the items calibrated or tested. This report may not be reproduced, except in full, without the written approval of Alpha Labs LLC. The report must not be used by the client to claim endorsement by NVLAP or any agency of the US Government. The liability of Alpha Labs LLC with respect to the services charged shall in no event exceed the amount of the invoice. Copies of the lab's bench-sheets are attached as part of this final report. **(November 7, 2014)**

NYS-DOH ELAP # 11833

LANGAN
300 Kimball Drive, Parsippany, NJ 07054
Phone 973-560-4900/ Fax 973-560-4901

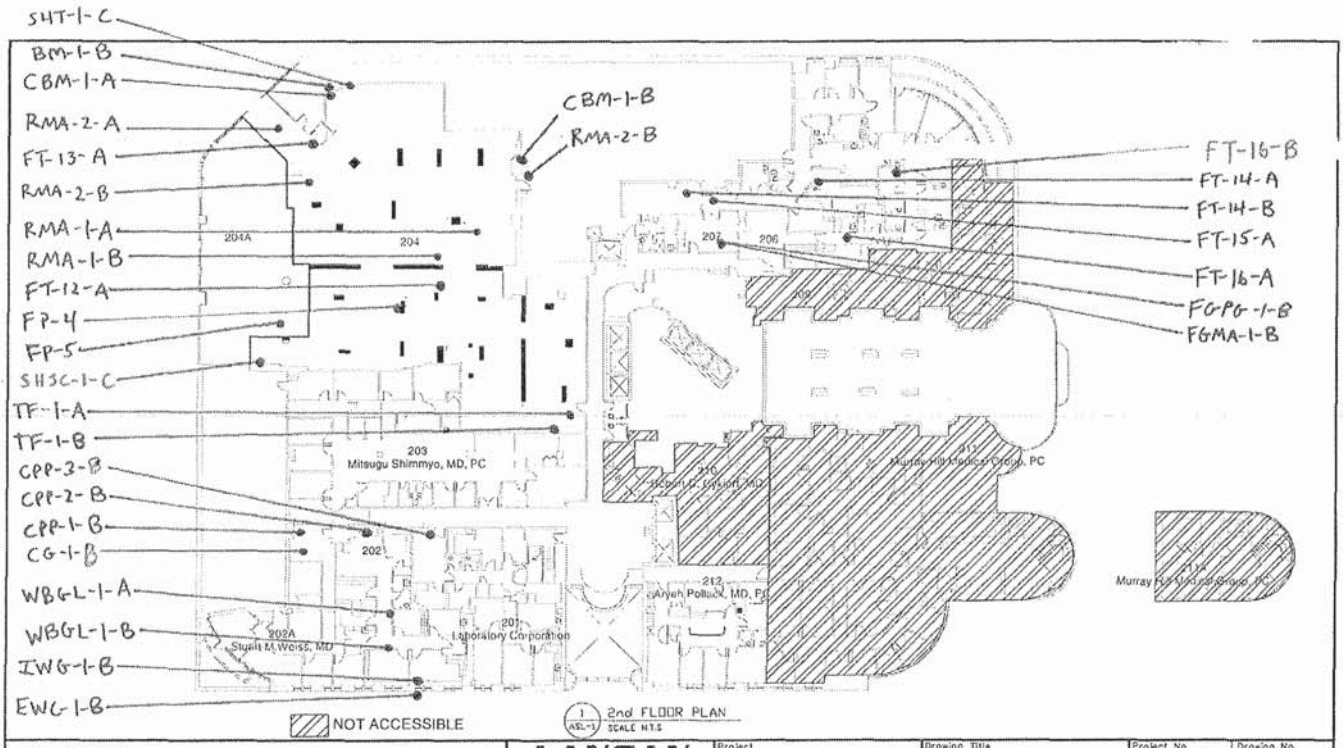
CHAIN OF CUSTODY RECORD / ANALYSIS REQUEST

15.12.059

PAGE 01 OF 01

Project Name	345 East 37 street			Analysis Requested for Asbestos	Analysis Requested for Lead	Analysis Requested for PCB	Results
Address	345 East 37 street, Manhattan, NY 10016	Auth. By	Vijay Patel				
		Phone No	973-560-4983				
Langan Job No	100536701	Sampling Date	11/30/2015 & 12/02/2015				
Sampled By/ License #	ADEM BAJRAMI / NYC126955/NYS07-06216 FERNANDO VELASQUEZ / NYC114284/NYS99-12559 PARTHIBAN MUNIRATHINAM/ NYC- 128659 NYS 11-21477			PLM / ~~PLM-NOB~~ / ~~TEM~~ Vermiculite 198	AAS TCLP	EPA Method 8082	
Sample ID Number	Description of Sample		Sample Location				
FP-1	Fire Proofing on beams & ceiling		3rd flor - 304	X	Test for Vermiculite.		
-2			-301	X			
-3			-312	X			
-4			2nd flor - 204	X			
-5			-212	X			

Total No. of Samples	5	Turnaround Request:	6 Hrs	12 Hrs	24 Hrs	48 Hrs	72 Hrs X	5 days
Laboratory Instructions:	Stop analysis @ 1st positive (>1% by weight) for each homogenous sample group. Please e-mail results to vpatel@langan.com, pmunirathinam@langan.com,fvelasquez@Langan.com,abajrami@Langan.com						
Relinquished By	Parthi Munirathinam	Date 12-11-15	Time	Received by: X Glamarkpalos	Date 12/14/15	Time 11:15 am	
Company LANGAN		Laboratory Name		Company			

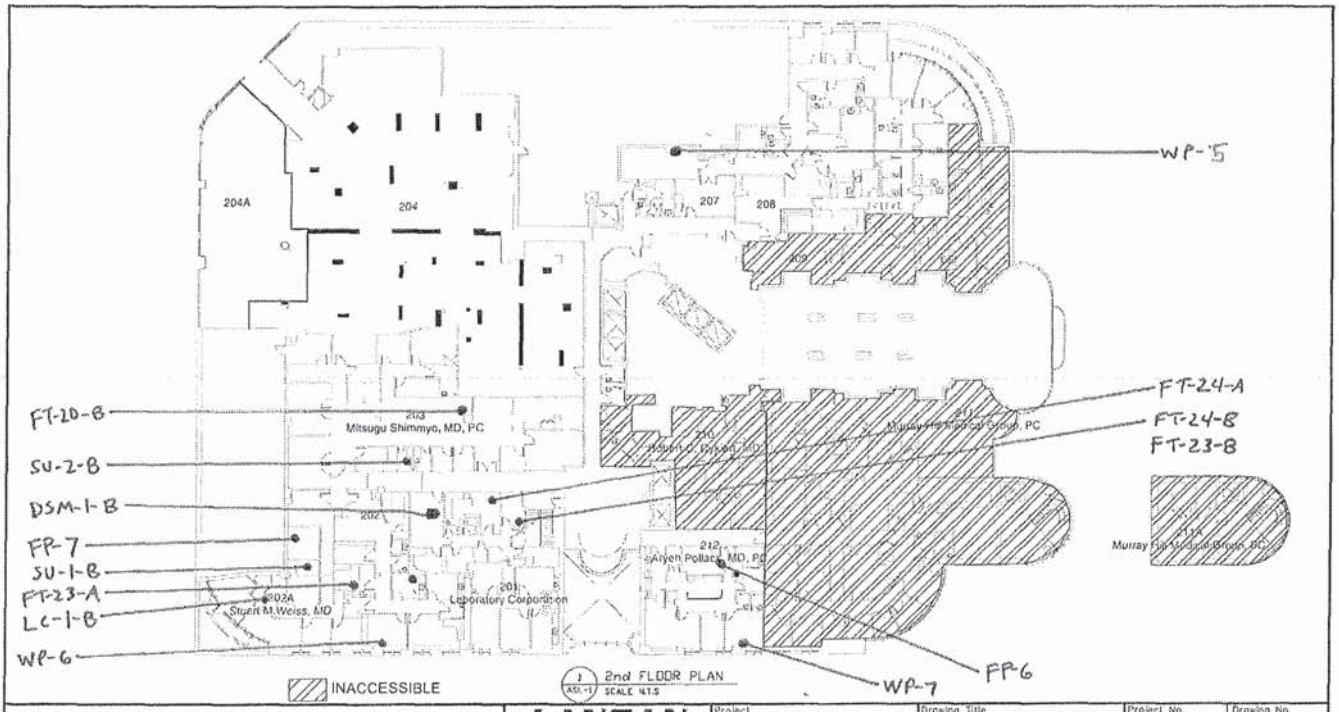


GENERAL NOTES:

1. THIS SKETCH IS PROVIDED TO SHOW APPROXIMATE LOCATIONS OF ASBESTOS SAMPLING LOCATIONS. THE ACTUAL LAYOUT OF THE BUILDING MAY BE DIFFERENT THAN SHOWN. ALSO, THE SKETCH IS NOT TO SCALE, AND THEREFORE, THE PLAN SHALL NOT BE USED FOR ANY OTHER PURPOSES

LANGAN

Project	345 East 37th Street Manhattan, NY 10016 New York — New York
Drawing Title	ASBESTOS SAMPLING LOCATIONS
Project No.	1005138701
Date	12-15-2015
Scale	N.T.S
Drawn By / Checked By	PM / VP
Submission Date	-
Drawing No.	ASL-1
Sheet	01 of 04



GENERAL NOTES:

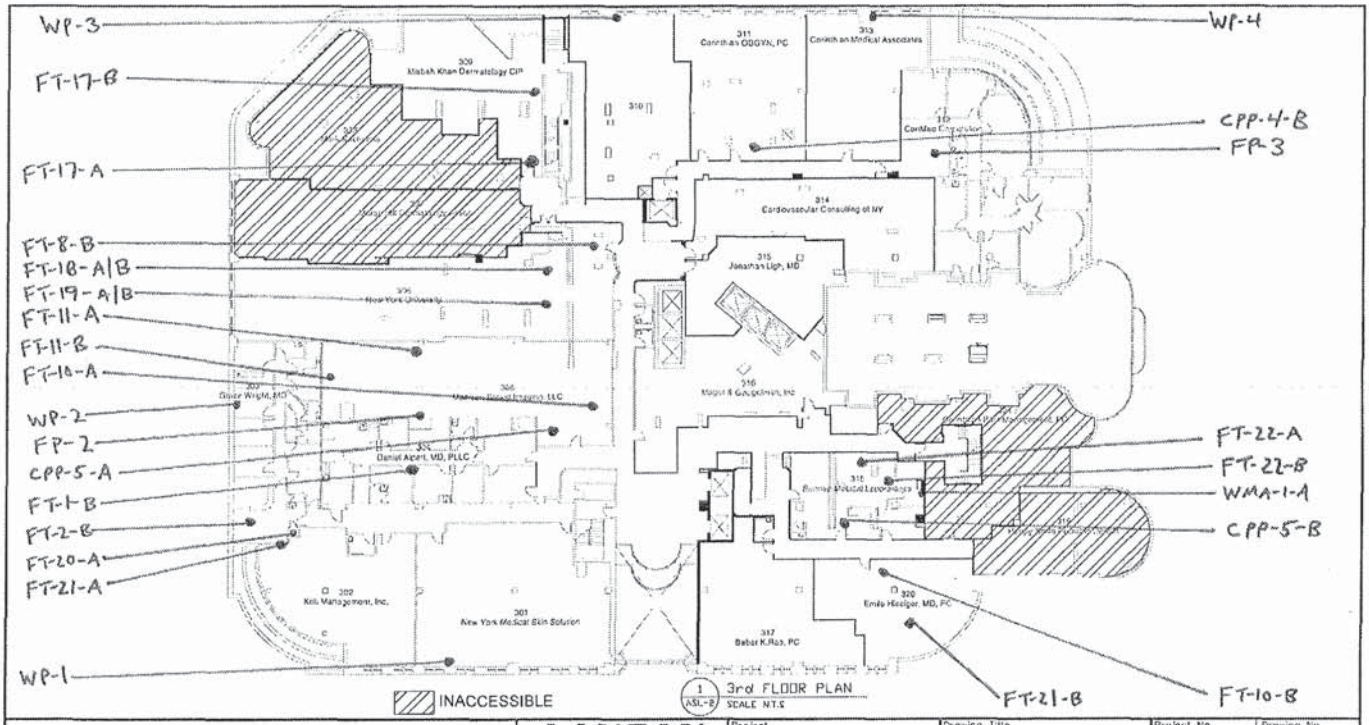
1. THIS SKETCH IS PROVIDED TO SHOW APPROXIMATE LOCATIONS OF ASBESTOS SAMPLING LOCATIONS. THE ACTUAL LAYOUT OF THE BUILDING MAY BE DIFFERENT THAN SHOWN. ALSO, THE SKETCH IS NOT TO SCALE, AND THEREFORE, THE PLAN SHALL NOT BE USED FOR ANY OTHER PURPOSES

LANGAN

21 Penn Plaza 360 West 31st Street 8th Floor
New York, NY 10001
T: 212.479.5400 F: 212.479.5444 www.langan.com

Langan Engineering, Environmental, Surveying and Landscape Architecture, D.P.C.
Langan Engineering, Environmental, Surveying and Landscape Architecture, N.Y.C.
Langan Engineering and Environmental Services, P.C.
Langan E2, P.C.
Langan International LLC
Collectively known as Langan

Project	345 East 37th Street Manhattan, NY 10016 New York — New York
Drawing Title	ASBESTOS SAMPLING LOCATIONS
Project No.	100538701
Date	12-15-2015
Scale	N.T.S
Drawn By / Checked By	AS/PM / VP
Submission Date	-
Drawing No.	ASL-2
Sheet	02 of 04



GENERAL NOTES:

1. THIS SKETCH IS PROVIDED TO SHOW APPROXIMATE LOCATIONS OF ASBESTOS SAMPLING LOCATIONS. THE ACTUAL LAYOUT OF THE BUILDING MAY BE DIFFERENT THAN SHOWN. ALSO, THE SKETCH IS NOT TO SCALE, AND THEREFORE, THE PLAN SHALL NOT BE USED FOR ANY OTHER PURPOSES

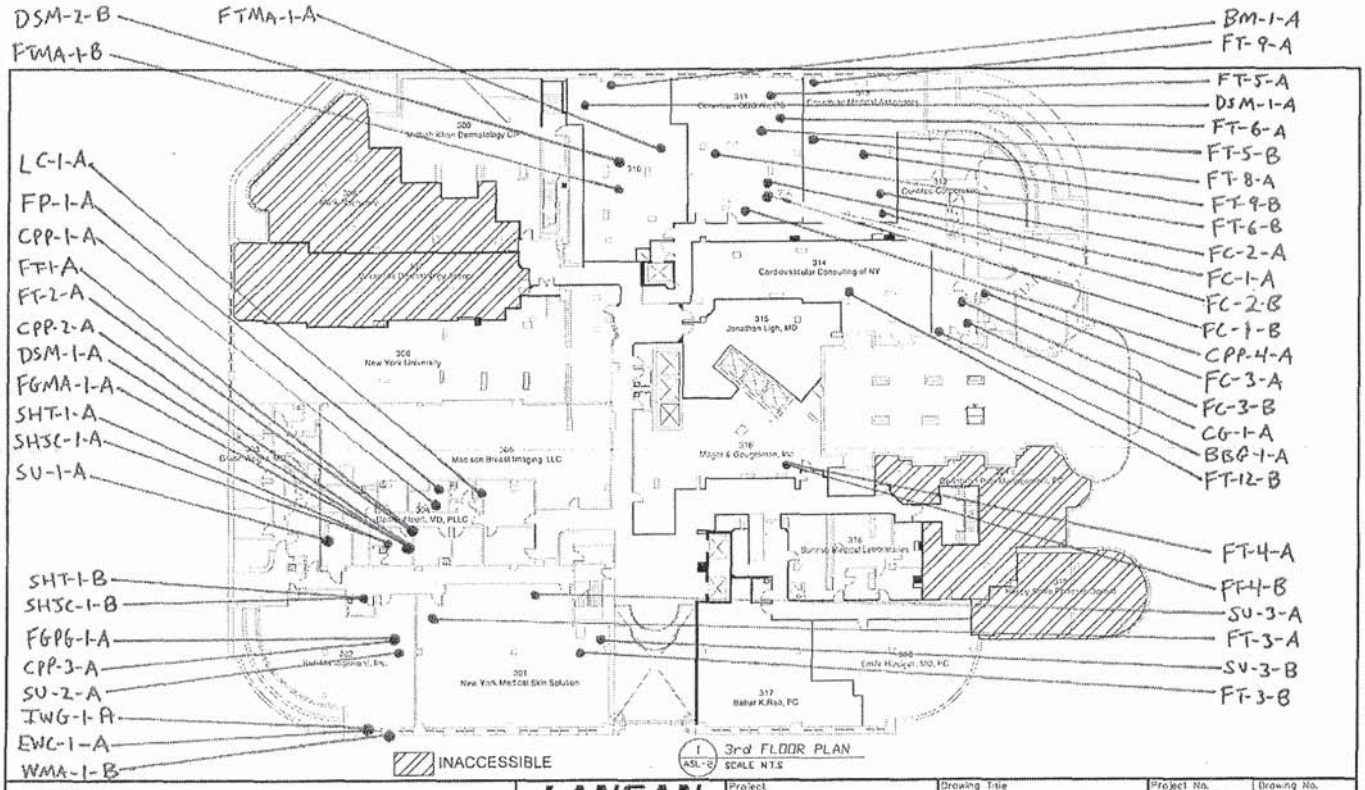
LANGAN
21 Penn Plaza, 360 West 31st Street, 8th Floor
New York, NY 10001
T: 212.479.5400 F: 212.479.5444 www.langan.com
Langan Engineering, Environmental, Surveying and Landscape Architecture, D.P.C. S.A.
Langan Engineering, Environmental, Surveying and Landscape Architecture, D.P.C.
Langan Engineering and Environmental Services, Inc.
Langan CS, Inc.
Langan International LLC
Collectively known as Langan

Project: 345 East 37th Street, Manhattan, NY 10016 — New York — New York

Drawing Title: ASBESTOS SAMPLING LOCATIONS

Project No. 100536701
Date 12-15-2015
Scale N.T.S
Drawn By AB/PM | Checked By VP
Submission Date –

Drawing No. ASL-3



GENERAL NOTES:

1. THIS SKETCH IS PROVIDED TO SHOW APPROXIMATE LOCATIONS OF ASBESTOS SAMPLING LOCATIONS. THE ACTUAL LAYOUT OF THE BUILDING MAY BE DIFFERENT THAN SHOWN. ALSO, THE SKETCH IS NOT TO SCALE, AND THEREFORE, THE PLAN SHALL NOT BE USED FOR ANY OTHER PURPOSES

LANGAN
21 Penn Plaza 360 West 31st Street 8th Floor
New York, NY 10001
T: 212.479.5400 F: 212.479.5444 www.langan.com
Langan Engineering, Environmental, Surveying and Landscape Architecture, D.P.C. S.A.
Langan Engineering, Environmental, Surveying and Landscape Architecture, D.P.C.
Langan Engineering and Environmental Services, Inc.
Langan CT, Inc.
Langan Newyork, LE
Construction Management, DE 19809

Project	345 East 37th Street Manhattan, NY 10016 New York New York
Drawing Title	ASBESTOS SAMPLING LOCATIONS
Project No.	100530701
Date	12-15-2015
Scale	N.T.S
Drawn By / Checked By	AB/PM / VP
Submission Date	—
Drawing No.	ASL-4
Sheet	04 of 04

APPENDIX A

Laboratory Test Results and Chain of Custody Documentations (Asbestos)

Please Reply To:

AmeriSci New York
117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

FACSIMILE TELECOPY TRANSMISSION

To:	Vijay Patel Langan Engineering & Environmental Services	**From:**	David W. Roderick
		AmeriSci Job #:	215121598
Fax #:	(201) 794-7501	**Subject:**	ELAP-PLM/TEM 5 day Results
		Client Project:	100538701; 345 East 37 Street; 345 East 37 Street, Manhattan, NY 10016
Email:	vpatel@langan.com,pklich@Langan.com,ddesai@langan.com,pmunirathinam@langan.com,hpatel@langan.com,fvelasquez@langan.com,abajrami@langan.com		

Date: Thursday, December 10, 2015
Time: 18:21:23
Comments:

Number of Pages: 3 (including cover sheet)

CONFIDENTIALITY NOTICE: Unless otherwise indicated, the information contained in this communication is confidential information intended for use of the individual named above. If the reader of this communication is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is prohibited. If you have received this communication in error, please immediately notify the sender by telephone and return the original message to the above address via the US Postal Service at our expense. Samples are disposed of in 60 days or unless otherwise instructed by the protocol or special instructions in writing. Thank you.

AmeriSci New York
117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

Langan Engineering & Environmental S
Attn: Vijay Patel
River Drive Center 1

Elmwood Park, NJ 07407

Date Received 12/05/15 **AmeriSci Job #** 215121598
Date Examined 12/09/15 **P.O. #**
ELAP # 11480 **Page** 1 **of** 31
RE: 100538701; 345 East 37 Street; 345 East 37 Street, Manhattan, NY 10016

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
FP-1	215121598-01		NA [1]

Location: 3rd Flr., 304 - Fireproofing On Beams & Ceilings "SOF-V must be analyzed by ELAP 198.8 or equivalent method - see PLM footnote"

Analyst Description: Bulk Material
Asbestos Types:
Other Material:

FP-2	215121598-02		NA [1]

Location: 3rd Flr., 305 - Fireproofing On Beams & Ceilings "SOF-V must be analyzed by ELAP 198.8 or equivalent method - see PLM footnote"

Analyst Description: Bulk Material
Asbestos Types:
Other Material:

FP-3	215121598-03		NA [1]

Location: 3rd Flr., 312 - Fireproofing On Beams & Ceilings "SOF-V must be analyzed by ELAP 198.8 or equivalent method - see PLM footnote"

Analyst Description: Bulk Material
Asbestos Types:
Other Material:

FP-4	215121598-04		NA [1]

Location: 2nd Flr., 204 - Fireproofing On Beams & Ceilings "SOF-V must be analyzed by ELAP 198.8 or equivalent method - see PLM footnote"

Analyst Description: Bulk Material
Asbestos Types:
Other Material:

FP-5	215121598-05		NA [1]

Location: 2nd Flr., 204A - Fireproofing On Beams & Ceilings "SOF-V must be analyzed by ELAP 198.8 or equivalent method - see PLM footnote"

Analyst Description: Bulk Material
Asbestos Types:
Other Material:

See Reporting notes on last page

PLM Bulk Asbestos Report

100538701; 345 East 37 Street; 345 East 37 Street,
Manhattan, NY 10016

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
FP-6	215121598-06		NA [1]
	Location: 2nd Flr., 212 - Fireproofing On Beams & Ceilings "SOF-V must be analyzed by ELAP 198.8 or equivalent method - see PLM footnote"		
	Analyst Description: Bulk Material **Asbestos Types:** **Other Material:**		
FP-7	215121598-07		NA [1]
	Location: 2nd Flr., 202A - Fireproofing On Beams & Ceilings "SOF-V must be analyzed by ELAP 198.8 or equivalent method - see PLM footnote"		
	Analyst Description: Bulk Material **Asbestos Types:** **Other Material:**		
SHT-1-A SHT1	215121598-08 **Location:** 3rd Flr., 304 - Sheetrock Board	***No***	NAD (by NYS ELAP 198.1) by David W. Roderick on 12/09/15
	Analyst Description: Brown/Grey, Heterogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 10 %, Non-fibrous 90 %		
SHT-1-B SHT1	215121598-09 **Location:** 3rd Flr., 302 - Sheetrock Board	***No***	NAD (by NYS ELAP 198.1) by David W. Roderick on 12/09/15
	Analyst Description: Brown/Grey, Heterogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 10 %, Non-fibrous 90 %		
SHT-1-C SHT1	215121598-10 **Location:** 2nd Flr., 204 - Sheetrock Board	***No***	NAD (by NYS ELAP 198.1) by David W. Roderick on 12/09/15
	Analyst Description: Brown/Grey, Heterogeneous, Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Cellulose 10 %, Non-fibrous 90 %		
SHJC-1-A SHJC1	215121598-11 **Location:** 3rd Flr., 304 - Sheetrock Board Joint Compound	***No***	NAD (by NYS ELAP 198.1) by David W. Roderick on 12/09/15
	Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100 %		

See Reporting notes on last page

PLM Bulk Asbestos Report

100538701; 345 East 37 Street; 345 East 37 Street,
Manhattan, NY 10016

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
SHJC-1-B SHJC1	215121598-12 **Location:** 3rd Flr., 302 - Sheetrock Board Joint Compound	*No*	NAD (by NYS ELAP 198.1) by David W. Roderick on 12/09/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100 %			
SHJC-1-C SHJC1	215121598-13 **Location:** 2nd Flr., 204 - Sheetrock Board Joint Compound	*No*	NAD (by NYS ELAP 198.1) by David W. Roderick on 12/09/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100 %			
BM-1-A BM1	215121598-14 **Location:** 3rd Flr., 310 - Brick Mortar	*No*	NAD (by NYS ELAP 198.1) by David W. Roderick on 12/09/15
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100 %			
BM-1-B BM1	215121598-15 **Location:** 2nd Flr., 204 - Brick Mortar	*No*	NAD (by NYS ELAP 198.1) by David W. Roderick on 12/09/15
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100 %			
CPP-1-A CPP1	215121598-16 **Location:** 3rd Floor, 304 - 2' Sq. Rough Texture 1' Sq. Design Ceiling Panel	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 30.7 %			
CPP-1-B CPP1	215121598-17 **Location:** 2nd Floor, 202A - 2' Sq. Rough Texture 1' Sq. Design Ceiling Panel	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 24.2 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

100538701; 345 East 37 Street; 345 East 37 Street,
Manhattan, NY 10016

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
CPP-2-A	215121598-18	*No*	NAD
CPP2	**Location:** 3rd Floor, 304 - 2' Sq. Rough Texture Ceiling Panel		(by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 8.5 %			
CPP-2-B	215121598-19	*No*	NAD
CPP2	**Location:** 2nd Floor, 202 - 2' Sq. Rough Texture Ceiling Panel		(by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 9.2 %			
CPP-3-A	215121598-20	*No*	NAD
CPP3	**Location:** 3rd Flr., 302 - 2' Sq. Pinhole Ceiling Panel		(by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 35.9 %			
CPP-3-B	215121598-21	*No*	NAD
CPP3	**Location:** 2nd Floor, 201 - 2' Sq. Pinhole Ceiling Panel		(by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 38.3 %			
CPP-4-A	215121598-22	*No*	NAD
CPP4	**Location:** 3rd Floor, 311 - 2' Sq. Pinholes & Grooves Ceiling Panel		(by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 36.5 %			
CPP-4-B	215121598-23	*No*	NAD
CPP4	**Location:** 3rd Floor, 311 - 2' Sq. Pinholes & Grooves Ceiling Panel		(by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 33.6 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

100538701; 345 East 37 Street; 345 East 37 Street,
Manhattan, NY 10016

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
CPP-5-A CPP5	215121598-24 **Location:** 3rd Floor, 305 - 2' Sq. Smooth Textured Ceiling Panel	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 10.3 %			
CPP-5-B CPP5	215121598-25 **Location:** 3rd Floor, 318 - 2' Sq. Smooth Textured Ceiling Panel	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 4.2 %			
TF-1-A TF1	215121598-26 **Location:** 2nd Floor, 204 - Terrazzo Floor	*No*	NAD (by NYS ELAP 198.1) by David W. Roderick on 12/09/15
Analyst Description: Beige, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100 %			
TF-1-B TF1	215121598-27 **Location:** 2nd Floor, 204 - Terrazzo Floor	*No*	NAD (by NYS ELAP 198.1) by David W. Roderick on 12/09/15
Analyst Description: Beige, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100 %			
EWC-1-A EWC1	215121598-28 **Location:** Exterior, 302 - Exterior Window Caulking	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 4.3 %			
EWC-1-B EWC1	215121598-29 **Location:** Exterior, 302 - Exterior Window Caulking	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 7.9 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

100538701; 345 East 37 Street; 345 East 37 Street, Manhattan, NY 10016

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
FGPG-1-A	215121598-30	*No*	NAD
FGPG1	**Location:** 3rd Floor, 302 - Pin Glue Associated With Fiberglass Panel Insulation		(by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Fibrous glass 10 %, Non-fibrous 4.1 %			
FGPG-1-B	215121598-31	*No*	NAD
FGPG1	**Location:** 2nd Floor, 207 - Pin Glue Associated With Fiberglass Panel Insulation		(by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Fibrous glass 15 %, Non-fibrous 5.5 %			
FGMA-1-A	215121598-32	*No*	NAD
FGMA1	**Location:** 3rd Floor, 304 - Mastic Associated With Fiberglass Ceiling Insulation		(by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Fibrous glass 15 %, Non-fibrous 5.6 %			
FGMA-1-B	215121598-33	*No*	NAD
FGMA1	**Location:** 2nd Floor, 207 - Mastic Associated With Fiberglass Ceiling Insulation		(by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Fibrous glass 10 %, Non-fibrous 13.3 %			
WMA-1-A	215121598-34	*Yes*	11.8 %
WMA1	**Location:** 3rd Floor, 318 - Waterproofing Mastic on Exterior Columns		(by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** Chrysotile 11.8 % **Other Material:** Non-fibrous 14.8 %			
WMA-1-B	215121598-35		NA/PS
WMA1	**Location:** 3rd Floor, 302 - Waterproofing Mastic on Exterior Columns		
Analyst Description: Bulk Material **Asbestos Types:** **Other Material:**			

See Reporting notes on last page

PLM Bulk Asbestos Report

100538701; 345 East 37 Street; 345 East 37 Street,
Manhattan, NY 10016

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
WBGL-1-A WBGL1	215121598-36 **Location:** 2nd Floor, 202 - Wooden Baseboard Glue	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 8.1 %			
WBGL-1-B WBGL1	215121598-37 **Location:** 2nd Floor, 202 - Wooden Baseboard Glue	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 8.6 %			
CG-1-A CG1	215121598-38 **Location:** 3rd Floor, 312 - Carpet Glue	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 45 %			
CG-1-B CG1	215121598-39 **Location:** 2nd Floor, 202A - Carpet Glue	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 27.2 %			
LC-1-A LC1	215121598-40 **Location:** 3rd Floor, 304 - Leveling Compound Under Capet	*No*	NAD (by NYS ELAP 198.1) by David W. Roderick on 12/09/15
Analyst Description: OffWhite, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100 %			
LC-1-B LC1	215121598-41 **Location:** 2nd Floor, 202A - Leveling Compound Under Capet	*No*	NAD (by NYS ELAP 198.1) by David W. Roderick on 12/09/15
Analyst Description: OffWhite, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

100538701; 345 East 37 Street; 345 East 37 Street,
Manhattan, NY 10016

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
DSM-1-A DSM1	215121598-42 **Location:** 3rd Floor, 304 - Duct Seam Mastic (Gray)	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 18.1 %			
DSM-1-B DSM1	215121598-43 **Location:** 2nd Floor, 201 - Duct Seam Mastic (Gray)	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 15.8 %			
DSM-2-A DSM2	215121598-44 **Location:** 3rd Floor, 310 - Duct Seam Mastic	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 31.5 %			
DSM-2-B DSM2	215121598-45 **Location:** 3rd Floor, 310 - Duct Seam Mastic	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 27.9 %			
FTMA-1-A FTMA1	215121598-46 **Location:** 3rd Floor, 310 - Remnant Mastic On Floor	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 14.3 %			
FTMA-1-B FTMA1	215121598-47 **Location:** 3rd Floor, 310 - Remnant Mastic On Floor	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 9.2 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

100538701; 345 East 37 Street; 345 East 37 Street,
Manhattan, NY 10016

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
SU-1-A SU1	215121598-48 **Location:** 3rd Floor, 304 - Sink Under Coating (Tan)	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 19.3 %			
SU-1-B SU1	215121598-49 **Location:** 2nd Floor, 202A - Sink Under Coating (Tan)	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 18 %			
SU-2-A SU2	215121598-50 **Location:** 3rd Floor, 302 - Sink Under Coating (Gray)	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 14.3 %			
SU-2-B SU2	215121598-51 **Location:** 2nd Floor, 203 - Sink Under Coating (Gray)	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 14.9 %			
SU-3-A SU3	215121598-52 **Location:** 3rd Floor, 301 - Sink Under Coating (Black)	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 25.9 %			
SU-3-B SU3	215121598-53 **Location:** 3rd Floor, 301 - Sink Under Coating (Black)	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 26.5 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

100538701; 345 East 37 Street; 345 East 37 Street, Manhattan, NY 10016

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
FC-1-A	215121598-54	*No*	NAD
FC1	**Location:** 3rd Floor, 311 - Floor Covering / Glue (White) "Insufficient Mastic For Preparation"		(by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 3.1 %			
FC-1-B	215121598-55	*No*	NAD
FC1	**Location:** 3rd Floor, 311 - Floor Covering / Glue (White) "Insufficient Mastic For Preparation"		(by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 6.4 %			
FC-2-A	215121598-56L1	*No*	NAD
FC2	**Location:** 3rd Floor, 313 - Floor Covering / Glue, Gray Stone Linoleum Design - Linoleum		(by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 2.3 %			
FC-2-A	215121598-56L2	*No*	NAD
FC2	**Location:** 3rd Floor, 313 - Floor Covering / Glue, Gray Stone Linoleum Design - Glue		(by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 14.7 %			
FC-2-B	215121598-57L1	*No*	NAD
FC2	**Location:** 3rd Floor, 313 - Floor Covering / Glue, Gray Stone Linoleum Design - Linoleum		(by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 5.7 %			
FC-2-B	215121598-57L2	*No*	NAD
FC2	**Location:** 3rd Floor, 313 - Floor Covering / Glue, Gray Stone Linoleum Design - Glue		(by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Brown, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 10.4 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

100538701; 345 East 37 Street; 345 East 37 Street, Manhattan, NY 10016

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
FC-3-A FC3	215121598-58L1 **Location:** 3rd Floor, 312 - Floor Covering / Pad / Glue, Dark Gray - Floor Covering	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 3.1 %			
FC-3-A FC3	215121598-58L2 **Location:** 3rd Floor, 312 - Floor Covering / Pad / Glue, Dark Gray - Glue	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Green, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 20.5 %			
FC-3-B FC3	215121598-59L1 **Location:** 3rd Floor, 312 - Floor Covering / Pad / Glue, Dark Gray - Floor Covering	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 3 %			
FC-3-B FC3	215121598-59L2 **Location:** 3rd Floor, 312 - Floor Covering / Pad / Glue, Dark Gray - Glue	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Green, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 18.1 %			
RMA-1-A RMA1	215121598-60 **Location:** 2nd Floor, 204 - Remnant Mastic On Floor (Type 1)	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 5.4 %			
RMA-1-B RMA1	215121598-61 **Location:** 2nd Floor, 204 - Remnant Mastic On Floor (Type 1)	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 8.7 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

100538701; 345 East 37 Street; 345 East 37 Street,
Manhattan, NY 10016

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
RMA-2-A RMA2	215121598-62 **Location:** 2nd Floor, 204A - Remnant Mastic On Floor (Type 2)	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 7.6 %			
RMA-2-B RMA2	215121598-63 **Location:** 2nd Floor, 204A - Remnant Mastic On Floor (Type 2)	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 9 %			
CBM-1-A CBM1	215121598-64 **Location:** 2nd Floor, 204 - Cinder Block Mortar	***No***	NAD (by NYS ELAP 198.1) by David W. Roderick on 12/09/15
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100 %			
CBM-1-B CBM1	215121598-65 **Location:** 2nd Floor, 204 - Cinder Block Mortar	***No***	NAD (by NYS ELAP 198.1) by David W. Roderick on 12/09/15
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100 %			
IWG-1-A IWG1	215121598-66 **Location:** 3rd Floor, 302 - Interior Window Glazing	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 28 %			
IWG-1-B IWG1	215121598-67 **Location:** 2nd Floor, 202 - Interior Window Glazing	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 56.9 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

100538701; 345 East 37 Street; 345 East 37 Street, Manhattan, NY 10016

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
BBG-1-A BBG1	215121598-68 **Location:** 3rd Floor, 312 - Glue Associated With Baseboard Mold	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 23.5 %			
BBG-1-B BBG1	215121598-69 **Location:** 2nd Floor, 207 - Glue Associated With Baseboard Mold	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Cream, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 8.9 %			
FT-1-A FT1	215121598-70 **Location:** 3rd Floor, 304 - 12" Sq. Spackled Gray FT / Mastic "Insufficient Mastic For Preparation"	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 13.9 %			
FT-1-B FT1	215121598-71 **Location:** 3rd Floor, 304 - 12" Sq. Spackled Gray FT / Mastic "Insufficient Mastic For Preparation"	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 12.1 %			
WP-1	215121598-72.1 **Location:** 3rd Floor, 301 - Wall Plaster, 2 Layers (L1 - White & L2 - Tan) - Finish Coat	*No*	NAD (by NYS ELAP 198.1) by David W. Roderick on 12/09/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100 %			
WP-1	215121598-72.2 **Location:** 3rd Floor, 301 - Wall Plaster, 2 Layers (L1 - White & L2 - Tan) - Base Coat	*No*	NAD (by NYS ELAP 198.1) by David W. Roderick on 12/09/15
Analyst Description: Brown, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

100538701; 345 East 37 Street; 345 East 37 Street, Manhattan, NY 10016

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
WP-2	215121598-73.1	*No*	NAD (by NYS ELAP 198.1) by David W. Roderick on 12/09/15
Location: 3rd Floor, 303 - Wall Plaster, 2 Layers (L1 - White & L2 - Tan) - Finish Coat			
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100 %			
WP-2	215121598-73.2	*No*	NAD (by NYS ELAP 198.1) by David W. Roderick on 12/09/15
Location: 3rd Floor, 303 - Wall Plaster, 2 Layers (L1 - White & L2 - Tan) - Base Coat			
Analyst Description: Brown, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100 %			
WP-3	215121598-74.1	*No*	NAD (by NYS ELAP 198.1) by David W. Roderick on 12/09/15
Location: 3rd Floor, 310 - Wall Plaster, 2 Layers (L1 - White & L2 - Tan) - Finish Coat			
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100 %			
WP-3	215121598-74.2	*No*	NAD (by NYS ELAP 198.1) by David W. Roderick on 12/09/15
Location: 3rd Floor, 310 - Wall Plaster, 2 Layers (L1 - White & L2 - Tan) - Base Coat			
Analyst Description: Brown, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100 %			
WP-4	215121598-75.1	*No*	NAD (by NYS ELAP 198.1) by David W. Roderick on 12/09/15
Location: 3rd Floor, 313 - Wall Plaster, 2 Layers (L1 - White & L2 - Tan) - Finish Coat			
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100 %			
WP-4	215121598-75.2	*No*	NAD (by NYS ELAP 198.1) by David W. Roderick on 12/09/15
Location: 3rd Floor, 313 - Wall Plaster, 2 Layers (L1 - White & L2 - Tan) - Base Coat			
Analyst Description: Grey, Homogeneous, Non-Fibrous, Cementitious, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 100 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

100538701; 345 East 37 Street; 345 East 37 Street, Manhattan, NY 10016

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
WP-5	215121598-76.1	***No***	NAD
Location: 2nd Floor, 207 - Wall Plaster, 2 Layers (L1 - White & L2 - Tan) - Finish Coat			(by NYS ELAP 198.1) by David W. Roderick on 12/09/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
WP-5	215121598-76.2	***No***	NAD
Location: 2nd Floor, 207 - Wall Plaster, 2 Layers (L1 - White & L2 - Tan) - Base Coat			(by NYS ELAP 198.1) by David W. Roderick on 12/09/15
Analyst Description: Brown, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
WP-6	215121598-77.1	***No***	NAD
Location: 2nd Floor, 202 - Wall Plaster, 2 Layers (L1 - White & L2 - Tan) - Finish Coat			(by NYS ELAP 198.1) by David W. Roderick on 12/09/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
WP-6	215121598-77.2	***No***	NAD
Location: 2nd Floor, 202 - Wall Plaster, 2 Layers (L1 - White & L2 - Tan) - Base Coat			(by NYS ELAP 198.1) by David W. Roderick on 12/09/15
Analyst Description: Brown, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
WP-7	215121598-78.1	***No***	NAD
Location: 2nd Floor, 212 - Wall Plaster, 2 Layers (L1 - White & L2 - Tan) - Finish Coat			(by NYS ELAP 198.1) by David W. Roderick on 12/09/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			
WP-7	215121598-78.2	***No***	NAD
Location: 2nd Floor, 212 - Wall Plaster, 2 Layers (L1 - White & L2 - Tan) - Base Coat			(by NYS ELAP 198.1) by David W. Roderick on 12/09/15
Analyst Description: Brown, Homogeneous, Non-Fibrous, Cementitious, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 100 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

100538701; 345 East 37 Street; 345 East 37 Street,
Manhattan, NY 10016

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
FT-2-A FT2	215121598-79 **Location:** 3rd Floor, 304 - White Floor Tile Under FT-1 & Mastic & FT-20 "Insufficient Mastic For Preparation"	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 0.4 %			
FT-2-B FT2	215121598-80 **Location:** 3rd Floor, 303C - White Floor Tile Under FT-1 & Mastic & FT-20 "Insufficient Mastic For Preparation"	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 4.1 %			
FT-3-A FT3	215121598-81L1 **Location:** 3rd Floor, 301 - 12" Sq. Spackled Tan FT / Glue - Floor Tile	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 12.5 %			
FT-3-A FT3	215121598-81L2 **Location:** 3rd Floor, 301 - 12" Sq. Spackled Tan FT / Glue - Glue	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 34.8 %			
FT-3-B FT3	215121598-82L1 **Location:** 3rd Floor, 301 - 12" Sq. Spackled Tan FT / Glue - Floor Tile	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 9.7 %			
FT-3-B FT3	215121598-82L2 **Location:** 3rd Floor, 301 - 12" Sq. Spackled Tan FT / Glue - Glue	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 14.1 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

100538701; 345 East 37 Street; 345 East 37 Street, Manhattan, NY 10016

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
FT-4-A	215121598-83L1	*No*	NAD
FT4	**Location:** 3rd Floor, 316 - 12" Sq. Spackled Gray / Black Strip Floor Tile / Glue - Floor Tile		(by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 20.8 %			
FT-4-A	215121598-83L2	*No*	NAD
FT4	**Location:** 3rd Floor, 316 - 12" Sq. Spackled Gray / Black Strip Floor Tile / Glue - Glue		(by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 8.2 %			
FT-4-B	215121598-84L1	*No*	NAD
FT4	**Location:** 3rd Floor, 316 - 12" Sq. Spackled Gray / Black Strip Floor Tile / Glue - Floor Tile		(by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 12 %			
FT-4-B	215121598-84L2	*No*	NAD
FT4	**Location:** 3rd Floor, 316 - 12" Sq. Spackled Gray / Black Strip Floor Tile / Glue - Glue		(by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 6.4 %			
FT-5-A	215121598-85L1	*No*	NAD
FT5	**Location:** 3rd Floor, 311 - 12" Sq. Spackled Tan / Red Strips FT / Glue - Floor Tile		(by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 17 %			
FT-5-A	215121598-85L2	*No*	NAD
FT5	**Location:** 3rd Floor, 311 - 12" Sq. Spackled Tan / Red Strips FT / Glue - Glue		(by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 9.1 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

100538701; 345 East 37 Street; 345 East 37 Street, Manhattan, NY 10016

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
FT-5-B FT5	215121598-86L1 **Location:** 3rd Floor, 311 - 12" Sq. Spackled Tan / Red Strips FT / Glue - Floor Tile	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 1.8 %			
FT-5-B FT5	215121598-86L2 **Location:** 3rd Floor, 311 - 12" Sq. Spackled Tan / Red Strips FT / Glue - Glue	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 5.9 %			
FT-6-A FT6	215121598-87L1 **Location:** 3rd Floor, 311 - 12" Sq. Mottled Pink FT / Glue - Floor Tile	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Pink, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 2.7 %			
FT-6-A FT6	215121598-87L2 **Location:** 3rd Floor, 311 - 12" Sq. Mottled Pink FT / Glue - Glue	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 12.7 %			
FT-6-B FT6	215121598-88L1 **Location:** 3rd Floor, 311 - 12" Sq. Mottled Pink FT / Glue - Floor Tile	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Pink, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 4.2 %			
FT-6-B FT6	215121598-88L2 **Location:** 3rd Floor, 311 - 12" Sq. Mottled Pink FT / Glue - Glue	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 15.6 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

100538701; 345 East 37 Street; 345 East 37 Street,
Manhattan, NY 10016

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
FT-7-A FT7	215121598-89L1 **Location:** 3rd Floor, 313 - 12" Sq. Blue FT / Glue - Floor Tile	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Blue, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 25.2 %			
FT-7-A FT7	215121598-89L2 **Location:** 3rd Floor, 313 - 12" Sq. Blue FT / Glue - Glue	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 18.5 %			
FT-7-B FT7	215121598-90L1 **Location:** 3rd Floor, 313 - 12" Sq. Blue FT / Glue - Floor Tile	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Blue, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 19.4 %			
FT-7-B FT7	215121598-90L2 **Location:** 3rd Floor, 313 - 12" Sq. Blue FT / Glue - Glue	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 19.5 %			
FT-8-A FT8	215121598-91L1 **Location:** 3rd Floor, 313 - Wood Type FT / Glue (Varnish Type) - Floor Tile	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Brown/Grey, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 0.8 %			
FT-8-A FT8	215121598-91L2 **Location:** 3rd Floor, 313 - Wood Type FT / Glue (Varnish Type) - Glue	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Cream, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 13.4 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

100538701; 345 East 37 Street; 345 East 37 Street,
Manhattan, NY 10016

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
FT-8-B	215121598-92L1	*No*	NAD
FT8	**Location:** 3rd Floor, 306 - Wood Type FT / Glue (Varnish Type) - Floor Tile		(by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Brown/Grey, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 0.5 %			
FT-8-B	215121598-92L2	*No*	NAD
FT8	**Location:** 3rd Floor, 306 - Wood Type FT / Glue (Varnish Type) - Glue		(by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Cream, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 1.6 %			
FT-9-A	215121598-93L1	*No*	NAD
FT9	**Location:** 3rd Floor, 313 - 12" Sq. Mottled Off White FT / Glue - Floor Tile		(by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: OffWhite, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 9.4 %			
FT-9-A	215121598-93L2	*No*	NAD
FT9	**Location:** 3rd Floor, 313 - 12" Sq. Mottled Off White FT / Glue - Glue		(by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 0.8 %			
FT-9-B	215121598-94L1	*No*	NAD
FT9	**Location:** 3rd Floor, 313 - 12" Sq. Mottled Off White FT / Glue - Floor Tile		(by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: OffWhite, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 12.2 %			
FT-9-B	215121598-94L2	*No*	NAD
FT9	**Location:** 3rd Floor, 313 - 12" Sq. Mottled Off White FT / Glue - Glue		(by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 0.6 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

100538701; 345 East 37 Street; 345 East 37 Street, Manhattan, NY 10016

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
FT-10-A FT10	215121598-95L1 **Location:** 3rd Floor, 305 - 12" Sq. Turquoise FT / Glue (L1) - Floor Tile	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Turquoise, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 5.9 %			
FT-10-A FT10	215121598-95L2 **Location:** 3rd Floor, 305 - 12" Sq. Turquoise FT / Glue (L1) - Glue	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 9.5 %			
FT-10-B FT10	215121598-96L1 **Location:** 3rd Floor, 320 - 12" Sq. Turquoise FT / Glue (L1) - Floor Tile	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Turquoise, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 3.2 %			
FT-10-B FT10	215121598-96L2 **Location:** 3rd Floor, 320 - 12" Sq. Turquoise FT / Glue (L1) - Glue	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 8.9 %			
FT-11-A FT11	215121598-97L1 **Location:** 3rd Floor, 305 - Tan / Red Floor Tile / Glue (L2) Under FT-10 - Floor Tile	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 11.1 %			
FT-11-A FT11	215121598-97L2 **Location:** 3rd Floor, 305 - Tan / Red Floor Tile / Glue (L2) Under FT-10 - Glue	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 13.5 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

100538701; 345 East 37 Street; 345 East 37 Street,
Manhattan, NY 10016

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
FT-11-B	215121598-98L1	*No*	NAD
FT11	**Location:** 3rd Floor, 305 - Tan / Red Floor Tile / Glue (L2) Under FT-10 - Floor Tile		(by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Tan, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 15.5 %			
FT-11-B	215121598-98L2	*No*	NAD
FT11	**Location:** 3rd Floor, 305 - Tan / Red Floor Tile / Glue (L2) Under FT-10 - Glue		(by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 12.1 %			
FT-12-A	215121598-99L1	*Yes*	4.2 %
FT12	**Location:** 2nd Floor, 204 - 12" Sq. Mottled Beige FT / Mastic - Floor Tile		(by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Beige, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** Chrysotile 4.2 % **Other Material:** Non-fibrous 16.9 %			
FT-12-A	215121598-99L2	*No*	NAD
FT12	**Location:** 2nd Floor, 204 - 12" Sq. Mottled Beige FT / Mastic - Mastic		(by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 7.4 %			
FT-12-B	215121598-100L1		NA/PS
FT12	**Location:** 3rd Floor, 314 - 12" Sq. Mottled Beige FT / Mastic - Floor Tile		
Analyst Description: Bulk Material **Asbestos Types:** **Other Material:**			
FT-12-B	215121598-100L2	*No*	NAD
FT12	**Location:** 3rd Floor, 314 - 12" Sq. Mottled Beige FT / Mastic - Mastic		(by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 8.1 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

100538701; 345 East 37 Street; 345 East 37 Street,
Manhattan, NY 10016

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
FT-13-A FT13	215121598-101L1 **Location:** 2nd Floor, 204A - 12" Sq. Beige FT / Mastic - Floor Tile	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Beige, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 10.1 %			
FT-13-A FT13	215121598-101L2 **Location:** 2nd Floor, 204A - 12" Sq. Beige FT / Mastic - Mastic	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 4.8 %			
FT-13-B FT13	215121598-102L1 **Location:** 2nd Floor, 204A - 12" Sq. Beige FT / Mastic - Floor Tile	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Beige, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 13.8 %			
FT-13-B FT13	215121598-102L2 **Location:** 2nd Floor, 204A - 12" Sq. Beige FT / Mastic - Mastic	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 2.9 %			
FT-14-A FT14	215121598-103L1 **Location:** 2nd Floor, 207 - 12" Sq. Spackled Pink FT / Glue - Floor Tile	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/09/15
Analyst Description: Pink, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 21.1 %			
FT-14-A FT14	215121598-103L2 **Location:** 2nd Floor, 207 - 12" Sq. Spackled Pink FT / Glue - Glue	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 11.5 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

100538701; 345 East 37 Street; 345 East 37 Street,
Manhattan, NY 10016

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
FT-14-B FT14	215121598-104L1 **Location:** 2nd Floor, 207 - 12" Sq. Spackled Pink FT / Glue - Floor Tile	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: Pink, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 10.5 %			
FT-14-B FT14	215121598-104L2 **Location:** 2nd Floor, 207 - 12" Sq. Spackled Pink FT / Glue - Glue	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 8.9 %			
FT-15-A FT15	215121598-105L1 **Location:** 2nd Floor, 207 - Wood Design FT / Glue - Floor Tile	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: Brown/Grey, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 5.2 %			
FT-15-A FT15	215121598-105L2 **Location:** 2nd Floor, 207 - Wood Design FT / Glue - Glue	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: Cream, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 8.2 %			
FT-15-B FT15	215121598-106L1 **Location:** 3rd Floor, 317 - Wood Design FT / Glue - Floor Tile	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: Brown/Grey, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 6.1 %			
FT-15-B FT15	215121598-106L2 **Location:** 3rd Floor, 317 - Wood Design FT / Glue - Glue	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: Cream, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 34.9 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

100538701; 345 East 37 Street; 345 East 37 Street,
Manhattan, NY 10016

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
FT-16-A-L1	215121598-107L1	*No*	NAD
FT16L1	**Location:** 2nd Floor, 208 - L1 - Beige With Dots (12" Sq.) FT / Glue - Floor Tile		(by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: Cream, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 17.1 %			
FT-16-A-L1	215121598-107L2	*No*	NAD
FT16L1	**Location:** 2nd Floor, 208 - L1 - Beige With Dots (12" Sq.) FT / Glue - Glue		(by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 28.2 %			
FT-16-A-L2	215121598-108	*No*	NAD
FT16L2	**Location:** 2nd Floor, 208 - L2 - Mottled Tan FT Under L1		(by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 1.9 %			
FT-16-A-L3	215121598-109L1	*No*	NAD
FT16L3	**Location:** 2nd Floor, 208 - L3 - Gray FT / Glue Under L2 - Floor Tile		(by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 11.3 %			
FT-16-A-L3	215121598-109L2	*No*	NAD
FT16L3	**Location:** 2nd Floor, 208 - L3 - Gray FT / Glue Under L2 - Glue		(by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 23.9 %			
FT-16-B-L1	215121598-110L1	*No*	NAD
FT16L1	**Location:** 2nd Floor, 208 - L1 - Beige With Dots (12" Sq.) FT / Glue - Floor Tile		(by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: Cream, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 16.7 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

100538701; 345 East 37 Street; 345 East 37 Street,
Manhattan, NY 10016

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
FT-16-B-L1 FT16L1	215121598-110L2 **Location:** 2nd Floor, 208 - L1 - Beige With Dots (12" Sq.) FT / Glue - Glue	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 28.9 %			
FT-16-B-L2 FT16L2	215121598-111 **Location:** 2nd Floor, 208 - L2 - Mottled Tan FT Under L1	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 21.5 %			
FT-16-B-L3 FT16L3	215121598-112L1 **Location:** 2nd Floor, 208 - L3 - Gray FT / Glue Under L2 - Floor Tile	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: Grey, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 11.4 %			
FT-16-B-L3 FT16L3	215121598-112L2 **Location:** 2nd Floor, 208 - L3 - Gray FT / Glue Under L2 - Glue	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 31 %			
FT-17-A FT17	215121598-113 **Location:** 3rd Floor, 309 - 18" Sq. Mottled Tan FT (Self Adhesive)	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: OffWhite, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 2.2 %			
FT-17-B FT17	215121598-114 **Location:** 3rd Floor, 309 - 18" Sq. Mottled Tan FT (Self Adhesive)	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: OffWhite, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 2 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

100538701; 345 East 37 Street; 345 East 37 Street,
Manhattan, NY 10016

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
FT-18-A FT18	215121598-115L1 **Location:** 3rd Floor, 306 - 18" Sq. Dark Mottled Beige FT / Glue - Floor Tile	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: Beige, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 2.1 %			
FT-18-A FT18	215121598-115L2 **Location:** 3rd Floor, 306 - 18" Sq. Dark Mottled Beige FT / Glue - Glue	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 11.6 %			
FT-18-B FT18	215121598-116L1 **Location:** 3rd Floor, 306 - 18" Sq. Dark Mottled Beige FT / Glue - Floor Tile	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: Beige, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 3.1 %			
FT-18-B FT18	215121598-116L2 **Location:** 3rd Floor, 306 - 18" Sq. Dark Mottled Beige FT / Glue - Glue	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 20.1 %			
FT-19-A FT19	215121598-117L1 **Location:** 3rd Floor, 306 - 18" Sq. White / Gray FT / Glue - Floor Tile	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 5.2 %			
FT-19-A FT19	215121598-117L2 **Location:** 3rd Floor, 306 - 18" Sq. White / Gray FT / Glue - Glue	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 22 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

100538701; 345 East 37 Street; 345 East 37 Street,
Manhattan, NY 10016

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
FT-19-B FT19	215121598-118L1 **Location:** 3rd Floor, 306 - 18" Sq. White / Gray FT / Glue - Floor Tile	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 3.1 %			
FT-19-B FT19	215121598-118L2 **Location:** 3rd Floor, 306 - 18" Sq. White / Gray FT / Glue - Glue	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 17 %			
FT-20-A FT20	215121598-119L1 **Location:** 3rd Floor, 303C - 12" Sq. White W/ Black Dots FT / Glue (L1) - Floor Tile	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 3.7 %			
FT-20-A FT20	215121598-119L2 **Location:** 3rd Floor, 303C - 12" Sq. White W/ Black Dots FT / Glue (L1) - Glue	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 14.3 %			
FT-20-B FT20	215121598-120L1 **Location:** 2nd Floor, 203 - 12" Sq. White W/ Black Dots FT / Glue (L1) - Floor Tile	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 5.5 %			
FT-20-B FT20	215121598-120L2 **Location:** 2nd Floor, 203 - 12" Sq. White W/ Black Dots FT / Glue (L1) - Glue	***No***	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 8.1 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

100538701; 345 East 37 Street; 345 East 37 Street,
Manhattan, NY 10016

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
FT-21-A FT21	215121598-121L1 **Location:** 3rd Floor, 303C - 12" Sq. Olive FT / Glue - Floor Tile	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: Green, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 15 %			
FT-21-A FT21	215121598-121L2 **Location:** 3rd Floor, 303C - 12" Sq. Olive FT / Glue - Glue	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 8.9 %			
FT-21-B FT21	215121598-122L1 **Location:** 3rd Floor, 320 - 12" Sq. Olive FT / Glue - Floor Tile	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: Green, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 21.3 %			
FT-21-B FT21	215121598-122L2 **Location:** 3rd Floor, 320 - 12" Sq. Olive FT / Glue - Glue	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 5.7 %			
FT-22-A FT22	215121598-123L1 **Location:** 3rd Floor, 318 - 12" Sq. Spackled Tan / Beige FT & Mastic - Floor Tile	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: OffWhite, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 17.8 %			
FT-22-A FT22	215121598-123L2 **Location:** 3rd Floor, 318 - 12" Sq. Spackled Tan / Beige FT & Mastic - Mastic	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 7.8 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

100538701; 345 East 37 Street; 345 East 37 Street,
Manhattan, NY 10016

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
FT-22-B FT22	215121598-124L1 **Location:** 3rd Floor, 318 - 12" Sq. Spackled Tan / Beige FT & Mastic - Floor Tile	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: OffWhite, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 19.8 %			
FT-22-B FT22	215121598-124L2 **Location:** 3rd Floor, 318 - 12" Sq. Spackled Tan / Beige FT & Mastic - Mastic	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: Black, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 6.4 %			
FT-23-A FT23	215121598-125L1 **Location:** 2nd Floor, 202C - 12" Sq. Spackled Light Blue FT / Glue - Floor Tile	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: Blue, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 3 %			
FT-23-A FT23	215121598-125L2 **Location:** 2nd Floor, 202C - 12" Sq. Spackled Light Blue FT / Glue - Glue	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 16.1 %			
FT-23-B FT23	215121598-126L1 **Location:** 2nd Floor, 202C - 12" Sq. Spackled Light Blue FT / Glue - Floor Tile	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: Blue, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 5.3 %			
FT-23-B FT23	215121598-126L2 **Location:** 2nd Floor, 202C - 12" Sq. Spackled Light Blue FT / Glue - Glue	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 9 %			

See Reporting notes on last page

PLM Bulk Asbestos Report

100538701; 345 East 37 Street; 345 East 37 Street,
Manhattan, NY 10016

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
FT-24-A	215121598-127L1	*No*	NAD
FT24	**Location:** 2nd Floor, 201 - 12" Sq. White With Multi Color FT / Glue - Floor Tile		(by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 1.9 %			
FT-24-A	215121598-127L2	*No*	NAD
FT24	**Location:** 2nd Floor, 201 - 12" Sq. White With Multi Color FT / Glue - Glue		(by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 4.1 %			
FT-24-B	215121598-128L1	*No*	NAD
FT24	**Location:** 2nd Floor, 201 - 12" Sq. White With Multi Color FT / Glue - Floor Tile		(by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 3.8 %			
FT-24-B	215121598-128L2	*No*	NAD
FT24	**Location:** 2nd Floor, 201 - 12" Sq. White With Multi Color FT / Glue - Glue		(by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 8.4 %			

Reporting Notes:

(1) After 10/31/14, all Spray On Fireproofing containing Vermiculite must be analyzed by a lab certified for ELAP 198.8 (10 gram sample required)

Analyzed by: David W. Roderick

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite or 198.6 for NOB samples or EPA 400 pt ct by EPA 600/M4-82-020 (NY ELAP Lab 11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that car be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. AIHA-LAP, LLC Lab ID 102843, RI Cert AAL-094, CT Cert PH-0186, Mass Cert AA000054.

Reviewed By:_____ _____END OF REPORT_____

PLM Bulk Asbestos Report

100538701; 345 East 37 Street; 345 East 37 Street, Manhattan, NY 10016

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
FT-24-A FT24	215121598-127L1 **Location:** 2nd Floor, 201 - 12" Sq. White With Multi Color FT / Glue - Floor Tile	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 1.9 %			
FT-24-A FT24	215121598-127L2 **Location:** 2nd Floor, 201 - 12" Sq. White With Multi Color FT / Glue - Glue	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 4.1 %			
FT-24-B FT24	215121598-128L1 **Location:** 2nd Floor, 201 - 12" Sq. White With Multi Color FT / Glue - Floor Tile	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 3.8 %			
FT-24-B FT24	215121598-128L2 **Location:** 2nd Floor, 201 - 12" Sq. White With Multi Color FT / Glue - Glue	*No*	NAD (by NYS ELAP 198.6) by David W. Roderick on 12/10/15
Analyst Description: Yellow, Homogeneous, Non-Fibrous, Bulk Material **Asbestos Types:** **Other Material:** Non-fibrous 8.4 %			

Reporting Notes:

(1) After 10/31/14, all Spray On Fireproofing containing Vermiculite must be analyzed by a lab certified for ELAP 198.8 (10 gram sample required)

Analyzed by: David W. Roderick

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop; PLM Bulk Asbestos Analysis by EPA 600/M4-82-020 per 40 CFR 763 (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite or 198.6 for NOB samples or EPA 400 pt ct by EPA 600/M4-82-020 (NY ELAP Lab 11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that car be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. AIHA-LAP, LLC Lab ID 102843, RI Cert AAL-094, CT Cert PH-0186, Mass Cert AA000054.

Reviewed By:_____ END OF REPORT

Client Name: Langan Engineering & Environmental Services

Table I
Summary of Bulk Asbestos Analysis Results

100538701; 345 East 37 Street; 345 East 37 Street, Manhattan, NY 10016

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	FP-1		---	---	---	---	NA	NA
Location:	3rd Flr., 304 - Fireproofing On Beams & Ceilings "SOF-V must be analyzed by ELAP 198.8 or equivalent method - see PLM footnote"							
02	FP-2		---	---	---	---	NA	NA
Location:	3rd Flr., 305 - Fireproofing On Beams & Ceilings "SOF-V must be analyzed by ELAP 198.8 or equivalent method - see PLM footnote"							
03	FP-3		---	---	---	---	NA	NA
Location:	3rd Flr., 312 - Fireproofing On Beams & Ceilings "SOF-V must be analyzed by ELAP 198.8 or equivalent method - see PLM footnote"							
04	FP-4		---	---	---	---	NA	NA
Location:	2nd Flr., 204 - Fireproofing On Beams & Ceilings "SOF-V must be analyzed by ELAP 198.8 or equivalent method - see PLM footnote"							
05	FP-5		---	---	---	---	NA	NA
Location:	2nd Flr., 204A - Fireproofing On Beams & Ceilings "SOF-V must be analyzed by ELAP 198.8 or equivalent method - see PLM footnote							
06	FP-6		---	---	---	---	NA	NA
Location:	2nd Flr., 212 - Fireproofing On Beams & Ceilings "SOF-V must be analyzed by ELAP 198.8 or equivalent method - see PLM footnote"							
07	FP-7		---	---	---	---	NA	NA
Location:	2nd Flr., 202A - Fireproofing On Beams & Ceilings "SOF-V must be analyzed by ELAP 198.8 or equivalent method - see PLM footnote							
08	SHT-1-A	SHT1	---	---	---	---	NAD	NA
Location:	3rd Flr., 304 - Sheetrock Board							
09	SHT-1-B	SHT1	---	---	---	---	NAD	NA
Location:	3rd Flr., 302 - Sheetrock Board							
10	SHT-1-C	SHT1	---	---	---	---	NAD	NA
Location:	2nd Flr., 204 - Sheetrock Board							
11	SHJC-1-A	SHJC1	---	---	---	---	NAD	NA
Location:	3rd Flr., 304 - Sheetrock Board Joint Compound							
12	SHJC-1-B	SHJC1	---	---	---	---	NAD	NA
Location:	3rd Flr., 302 - Sheetrock Board Joint Compound							
13	SHJC-1-C	SHJC1	---	---	---	---	NAD	NA
Location:	2nd Flr., 204 - Sheetrock Board Joint Compound							
14	BM-1-A	BM1	---	---	---	---	NAD	NA
Location:	3rd Flr., 310 - Brick Mortar							
15	BM-1-B	BM1	---	---	---	---	NAD	NA
Location:	2nd Flr., 204 - Brick Mortar							
16	CPP-1-A	CPP1	0.215	14.9	54.4	30.7	NAD	NAD
Location:	3rd Floor, 304 - 2' Sq. Rough Texture 1' Sq. Design Ceiling Panel							

See Reporting notes on last page

Table I
Summary of Bulk Asbestos Analysis Results

100538701; 345 East 37 Street; 345 East 37 Street, Manhattan, NY 10016

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
17	CPP-1-B	CPP1	0.161	16.1	59.6	24.2	NAD	NAD
Location:	2nd Floor, 202A - 2' Sq. Rough Texture 1' Sq. Design Ceiling Panel							
18	CPP-2-A	CPP2	0.176	14.2	77.3	8.5	NAD	NAD
Location:	3rd Floor, 304 - 2' Sq. Rough Texture Ceiling Panel							
19	CPP-2-B	CPP2	0.196	16.3	74.5	9.2	NAD	NAD
Location:	2nd Floor, 202 - 2' Sq. Rough Texture Ceiling Panel							
20	CPP-3-A	CPP3	0.304	18.8	45.4	35.9	NAD	NAD
Location:	3rd Flr., 302 - 2' Sq. Pinhole Ceiling Panel							
21	CPP-3-B	CPP3	0.214	23.4	38.3	38.3	NAD	NAD
Location:	2nd Floor, 201 - 2' Sq. Pinhole Ceiling Panel							
22	CPP-4-A	CPP4	0.249	28.5	34.9	36.5	NAD	NAD
Location:	3rd Floor, 311 - 2' Sq. Pinholes & Grooves Ceiling Panel							
23	CPP-4-B	CPP4	0.271	28.8	37.6	33.6	NAD	NAD
Location:	3rd Floor, 311 - 2' Sq. Pinholes & Grooves Ceiling Panel							
24	CPP-5-A	CPP5	0.214	19.2	70.6	10.3	NAD	NAD
Location:	3rd Floor, 305 - 2' Sq. Smooth Textured Ceiling Panel							
25	CPP-5-B	CPP5	0.165	15.2	80.6	4.2	NAD	NAD
Location:	3rd Floor, 318 - 2' Sq. Smooth Textured Ceiling Panel							
26	TF-1-A	TF1	----	----	----	----	NAD	NA
Location:	2nd Floor, 204 - Terrazzo Floor							
27	TF-1-B	TF1	----	----	----	----	NAD	NA
Location:	2nd Floor, 204 - Terrazzo Floor							
28	EWC-1-A	EWC1	0.374	53.5	42.2	4.3	NAD	NAD
Location:	Exterior, 302 - Exterior Window Caulking							
29	EWC-1-B	EWC1	0.392	50.3	41.8	7.9	NAD	NAD
Location:	Exterior, 302 - Exterior Window Caulking							
30	FGPG-1-A	FGPG1	0.156	76.9	9.0	14.1	NAD	NAD
Location:	3rd Floor, 302 - Pin Glue Associated With Fiberglass Panel Insulation							
31	FGPG-1-B	FGPG1	0.263	71.9	7.6	20.5	NAD	NAD
Location:	2nd Floor, 207 - Pin Glue Associated With Fiberglass Panel Insulation							
32	FGMA-1-A	FGMA1	0.378	75.1	4.2	20.5	NAD	Chrysotile Trace
Location:	3rd Floor, 304 - Mastic Associated With Fiberglass Ceiling Insulation							

See Reporting notes on last page

Table I
Summary of Bulk Asbestos Analysis Results

100538701; 345 East 37 Street; 345 East 37 Street, Manhattan, NY 10016

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
33	FGMA-1-B	FGMA1	0.421	69.4	7.4	21.4	NAD	Chrysotile 1.9
Location:	2nd Floor, 207 - Mastic Associated With Fiberglass Ceiling Insulation							
34	WMA-1-A	WMA1	0.158	65.8	7.6	14.8	Chrysotile 11.8	NA
Location:	3rd Floor, 318 - Waterproofing Mastic on Exterior Columns							
35	WMA-1-B	WMA1	0.635	29.8	14.8	55.4	NA/PS	NA
Location:	3rd Floor, 302 - Waterproofing Mastic on Exterior Columns							
36	WBGL-1-A	WBGL1	0.210	34.3	57.6	8.1	NAD	NAD
Location:	2nd Floor, 202 - Wooden Baseboard Glue							
37	WBGL-1-B	WBGL1	0.210	34.3	57.1	8.6	NAD	NAD
Location:	2nd Floor, 202 - Wooden Baseboard Glue							
38	CG-1-A	CG1	0.260	46.5	8.5	45.0	NAD	NAD
Location:	3rd Floor, 312 - Carpet Glue							
39	CG-1-B	CG1	0.217	52.1	20.7	27.2	NAD	NAD
Location:	2nd Floor, 202A - Carpet Glue							
40	LC-1-A	LC1	----	----	----	----	NAD	NA
Location:	3rd Floor, 304 - Leveling Compound Under Capet							
41	LC-1-B	LC1	----	----	----	----	NAD	NA
Location:	2nd Floor, 202A - Leveling Compound Under Capet							
42	DSM-1-A	DSM1	0.160	41.3	40.6	18.1	NAD	NAD
Location:	3rd Floor, 304 - Duct Seam Mastic (Gray)							
43	DSM-1-B	DSM1	0.133	45.9	38.3	15.8	NAD	NAD
Location:	2nd Floor, 201 - Duct Seam Mastic (Gray)							
44	DSM-2-A	DSM2	0.130	68.5	0.0	31.5	NAD	NAD
Location:	3rd Floor, 310 - Duct Seam Mastic							
45	DSM-2-B	DSM2	0.104	177.0	<<<<<	27.9	NAD	NAD
Location:	3rd Floor, 310 - Duct Seam Mastic							
46	FTMA-1-A	FTMA1	0.119	52.9	32.8	12.8	NAD	Chrysotile 1.5
Location:	3rd Floor, 310 - Remnant Mastic On Floor							
47	FTMA-1-B	FTMA1	0.185	55.1	35.7	9.2	NAD	NA/PS
Location:	3rd Floor, 310 - Remnant Mastic On Floor							
48	SU-1-A	SU1	0.109	36.7	44.0	19.3	NAD	NAD
Location:	3rd Floor, 304 - Sink Under Coating (Tan)							

See Reporting notes on last page

Table I
Summary of Bulk Asbestos Analysis Results

100538701; 345 East 37 Street; 345 East 37 Street, Manhattan, NY 10016

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
49	SU-1-B	SU1	0.100	41.0	41.0	18.0	NAD	NAD
Location:	2nd Floor, 202A - Sink Under Coating (Tan)							
50	SU-2-A	SU2	0.182	65.9	19.8	14.3	NAD	NAD
Location:	3rd Floor, 302 - Sink Under Coating (Gray)							
51	SU-2-B	SU2	0.101	63.4	21.8	14.9	NAD	NAD
Location:	2nd Floor, 203 - Sink Under Coating (Gray)							
52	SU-3-A	SU3	0.243	33.7	40.3	25.9	NAD	NAD
Location:	3rd Floor, 301 - Sink Under Coating (Black)							
53	SU-3-B	SU3	0.260	35.0	38.5	26.5	NAD	NAD
Location:	3rd Floor, 301 - Sink Under Coating (Black)							
54	FC-1-A	FC1	0.194	82.0	14.9	3.1	NAD	NAD
Location:	3rd Floor, 311 - Floor Covering / Glue (White) "Insufficient Mastic For Preparation"							
55	FC-1-B	FC1	0.109	73.4	20.2	6.4	NAD	NAD
Location:	3rd Floor, 311 - Floor Covering / Glue (White) "Insufficient Mastic For Preparation"							
56L1	FC-2-A	FC2	0.171	35.1	62.6	2.3	NAD	NAD
Location:	3rd Floor, 313 - Floor Covering / Glue, Gray Stone Linoleum Design - Linoleum							
56L2	FC-2-A	FC2	0.197	78.7	6.6	14.7	NAD	NAD
Location:	3rd Floor, 313 - Floor Covering / Glue, Gray Stone Linoleum Design - Glue							
57L1	FC-2-B	FC2	0.176	43.8	50.6	5.7	NAD	NAD
Location:	3rd Floor, 313 - Floor Covering / Glue, Gray Stone Linoleum Design - Linoleum							
57L2	FC-2-B	FC2	0.212	82.1	7.5	10.4	NAD	NAD
Location:	3rd Floor, 313 - Floor Covering / Glue, Gray Stone Linoleum Design - Glue							
58L1	FC-3-A	FC3	0.163	59.5	37.4	3.1	NAD	NAD
Location:	3rd Floor, 312 - Floor Covering / Pad / Glue, Dark Gray - Floor Covering							
58L2	FC-3-A	FC3	0.176	73.3	6.3	20.5	NAD	NAD
Location:	3rd Floor, 312 - Floor Covering / Pad / Glue, Dark Gray - Glue							
59L1	FC-3-B	FC3	0.198	33.8	63.1	3.0	NAD	NAD
Location:	3rd Floor, 312 - Floor Covering / Pad / Glue, Dark Gray - Floor Covering							
59L2	FC-3-B	FC3	0.144	75.7	6.3	18.1	NAD	NAD
Location:	3rd Floor, 312 - Floor Covering / Pad / Glue, Dark Gray - Glue							
60	RMA-1-A	RMA1	0.186	71.5	23.1	5.4	NAD	NAD
Location:	2nd Floor, 204 - Remnant Mastic On Floor (Type 1)							

See Reporting notes on last page

Table I
Summary of Bulk Asbestos Analysis Results

100538701; 345 East 37 Street; 345 East 37 Street, Manhattan, NY 10016

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
61	RMA-1-B	RMA1	0.230	68.7	22.6	8.7	NAD	NAD
Location: 2nd Floor, 204 - Remnant Mastic On Floor (Type 1)								
62	RMA-2-A	RMA2	0.288	52.4	39.9	7.6	NAD	NAD
Location: 2nd Floor, 204A - Remnant Mastic On Floor (Type 2)								
63	RMA-2-B	RMA2	0.166	59.0	31.9	9.0	NAD	NAD
Location: 2nd Floor, 204A - Remnant Mastic On Floor (Type 2)								
64	CBM-1-A	CBM1	---	---	---	---	NAD	NA
Location: 2nd Floor, 204 - Cinder Block Mortar								
65	CBM-1-B	CBM1	---	---	---	---	NAD	NA
Location: 2nd Floor, 204 - Cinder Block Mortar								
66	IWG-1-A	IWG1	0.157	29.9	42.0	28.0	NAD	NAD
Location: 3rd Floor, 302 - Interior Window Glazing								
67	IWG-1-B	IWG1	0.153	31.4	11.8	56.9	NAD	NAD
Location: 2nd Floor, 202 - Interior Window Glazing								
68	BBG-1-A	BBG1	0.234	69.7	6.8	23.5	NAD	NAD
Location: 3rd Floor, 312 - Glue Associated With Baseboard Mold								
69	BBG-1-B	BBG1	0.157	42.0	49.0	8.9	NAD	NAD
Location: 2nd Floor, 207 - Glue Associated With Baseboard Mold								
70	FT-1-A	FT1	0.251	13.9	72.1	13.9	NAD	NAD
Location: 3rd Floor, 304 - 12" Sq. Spackled Gray FT / Mastic "Insufficient Mastic For Preparation"								
71	FT-1-B	FT1	0.331	17.5	70.4	12.1	NAD	NAD
Location: 3rd Floor, 304 - 12" Sq. Spackled Gray FT / Mastic "Insufficient Mastic For Preparation"								
72.1	WP-1		---	---	---	---	NAD	NA
Location: 3rd Floor, 301 - Wall Plaster, 2 Layers (L1 - White & L2 - Tan) - Finish Coat								
72.2	WP-1		---	---	---	---	NAD	NA
Location: 3rd Floor, 301 - Wall Plaster, 2 Layers (L1 - White & L2 - Tan) - Base Coat								
73.1	WP-2		---	---	---	---	NAD	NA
Location: 3rd Floor, 303 - Wall Plaster, 2 Layers (L1 - White & L2 - Tan) - Finish Coat								
73.2	WP-2		---	---	---	---	NAD	NA
Location: 3rd Floor, 303 - Wall Plaster, 2 Layers (L1 - White & L2 - Tan) - Base Coat								
74.1	WP-3		---	---	---	---	NAD	NA
Location: 3rd Floor, 310 - Wall Plaster, 2 Layers (L1 - White & L2 - Tan) - Finish Coat								

See Reporting notes on last page

Table I
Summary of Bulk Asbestos Analysis Results

100538701; 345 East 37 Street; 345 East 37 Street, Manhattan, NY 10016

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
74.2	WP-3		----	----	----	----	NAD	NA
Location:	3rd Floor, 310 - Wall Plaster, 2 Layers (L1 - White & L2 - Tan) - Base Coat							
75.1	WP-4		----	----	----	----	NAD	NA
Location:	3rd Floor, 313 - Wall Plaster, 2 Layers (L1 - White & L2 - Tan) - Finish Coat							
75.2	WP-4		----	----	----	----	NAD	NA
Location:	3rd Floor, 313 - Wall Plaster, 2 Layers (L1 - White & L2 - Tan) - Base Coat							
76.1	WP-5		----	----	----	----	NAD	NA
Location:	2nd Floor, 207 - Wall Plaster, 2 Layers (L1 - White & L2 - Tan) - Finish Coat							
76.2	WP-5		----	----	----	----	NAD	NA
Location:	2nd Floor, 207 - Wall Plaster, 2 Layers (L1 - White & L2 - Tan) - Base Coat							
77.1	WP-6		----	----	----	----	NAD	NA
Location:	2nd Floor, 202 - Wall Plaster, 2 Layers (L1 - White & L2 - Tan) - Finish Coat							
77.2	WP-6		----	----	----	----	NAD	NA
Location:	2nd Floor, 202 - Wall Plaster, 2 Layers (L1 - White & L2 - Tan) - Base Coat							
78.1	WP-7		----	----	----	----	NAD	NA
Location:	2nd Floor, 212 - Wall Plaster, 2 Layers (L1 - White & L2 - Tan) - Finish Coat							
78.2	WP-7		----	----	----	----	NAD	NA
Location:	2nd Floor, 212 - Wall Plaster, 2 Layers (L1 - White & L2 - Tan) - Base Coat							
79	FT-2-A	FT2	0.239	13.0	86.6	0.4	NAD	NAD
Location:	3rd Floor, 304 - White Floor Tile Under FT-1 & Mastic & FT-20 "Insufficient Mastic For Preparation"							
80	FT-2-B	FT2	0.296	13.9	82.1	4.1	NAD	NAD
Location:	3rd Floor, 303C - White Floor Tile Under FT-1 & Mastic & FT-20 "Insufficient Mastic For Preparation"							
81L1	FT-3-A	FT3	0.303	16.2	71.3	12.5	NAD	NAD
Location:	3rd Floor, 301 - 12" Sq. Spackled Tan FT / Glue - Floor Tile							
81L2	FT-3-A	FT3	0.201	19.4	45.8	34.8	NAD	NAD
Location:	3rd Floor, 301 - 12" Sq. Spackled Tan FT / Glue - Glue							
82L1	FT-3-B	FT3	0.259	17.0	73.4	9.7	NAD	NAD
Location:	3rd Floor, 301 - 12" Sq. Spackled Tan FT / Glue - Floor Tile							
82L2	FT-3-B	FT3	0.255	58.0	27.8	14.1	NAD	NAD
Location:	3rd Floor, 301 - 12" Sq. Spackled Tan FT / Glue - Glue							
83L1	FT-4-A	FT4	0.307	15.3	63.8	20.8	NAD	NAD
Location:	3rd Floor, 316 - 12" Sq. Spackled Gray / Black Strip Floor Tile / Glue - Floor Tile							

See Reporting notes on last page

Table I
Summary of Bulk Asbestos Analysis Results

100538701; 345 East 37 Street; 345 East 37 Street, Manhattan, NY 10016

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
83L2	FT-4-A	FT4	0.122	79.5	12.3	8.2	NAD	NAD
Location:	3rd Floor, 316 - 12" Sq. Spackled Gray / Black Strip Floor Tile / Glue - Glue							
84L1	FT-4-B	FT4	0.208	19.4	68.6	12.0	NAD	NAD
Location:	3rd Floor, 316 - 12" Sq. Spackled Gray / Black Strip Floor Tile / Glue - Floor Tile							
84L2	FT-4-B	FT4	0.234	51.3	42.3	6.4	NAD	NAD
Location:	3rd Floor, 316 - 12" Sq. Spackled Gray / Black Strip Floor Tile / Glue - Glue							
85L1	FT-5-A	FT5	0.306	16.0	67.0	17.0	NAD	NAD
Location:	3rd Floor, 311 - 12" Sq. Spackled Tan / Red Strips FT / Glue - Floor Tile							
85L2	FT-5-A	FT5	0.252	71.0	19.8	9.1	NAD	NAD
Location:	3rd Floor, 311 - 12" Sq. Spackled Tan / Red Strips FT / Glue - Glue							
86L1	FT-5-B	FT5	0.284	15.1	83.1	1.8	NAD	NAD
Location:	3rd Floor, 311 - 12" Sq. Spackled Tan / Red Strips FT / Glue - Floor Tile							
86L2	FT-5-B	FT5	0.237	77.6	16.5	5.9	NAD	NAD
Location:	3rd Floor, 311 - 12" Sq. Spackled Tan / Red Strips FT / Glue - Glue							
87L1	FT-6-A	FT6	0.292	16.1	81.2	2.7	NAD	NAD
Location:	3rd Floor, 311 - 12" Sq. Mottled Pink FT / Glue - Floor Tile							
87L2	FT-6-A	FT6	0.190	63.6	23.7	12.7	NAD	NAD
Location:	3rd Floor, 311 - 12" Sq. Mottled Pink FT / Glue - Glue							
88L1	FT-6-B	FT6	0.289	14.2	81.7	4.2	NAD	NAD
Location:	3rd Floor, 311 - 12" Sq. Mottled Pink FT / Glue - Floor Tile							
88L2	FT-6-B	FT6	0.192	51.6	32.8	15.6	NAD	NAD
Location:	3rd Floor, 311 - 12" Sq. Mottled Pink FT / Glue - Glue							
89L1	FT-7-A	FT7	0.282	13.1	61.7	25.2	NAD	NAD
Location:	3rd Floor, 313 - 12" Sq. Blue FT / Glue - Floor Tile							
89L2	FT-7-A	FT7	0.249	59.8	21.7	18.5	NAD	NAD
Location:	3rd Floor, 313 - 12" Sq. Blue FT / Glue - Glue							
90L1	FT-7-B	FT7	0.314	13.4	67.2	19.4	NAD	NAD
Location:	3rd Floor, 313 - 12" Sq. Blue FT / Glue - Floor Tile							
90L2	FT-7-B	FT7	0.210	59.5	21.0	19.5	NAD	NAD
Location:	3rd Floor, 313 - 12" Sq. Blue FT / Glue - Glue							
91L1	FT-8-A	FT8	0.245	49.9	49.3	0.8	NAD	NAD
Location:	3rd Floor, 313 - Wood Type FT / Glue (Varnish Type) - Floor Tile							

See Reporting notes on last page

Table I
Summary of Bulk Asbestos Analysis Results

100538701; 345 East 37 Street; 345 East 37 Street, Manhattan, NY 10016

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
91L2	FT-8-A	FT8	0.142	26.1	60.6	13.4	NAD	NAD
Location:	3rd Floor, 313 - Wood Type FT / Glue (Varnish Type) - Glue							
92L1	FT-8-B	FT8	0.216	48.6	50.9	0.5	NAD	NAD
Location:	3rd Floor, 306 - Wood Type FT / Glue (Varnish Type) - Floor Tile							
92L2	FT-8-B	FT8	0.192	72.4	26.0	1.6	NAD	NAD
Location:	3rd Floor, 306 - Wood Type FT / Glue (Varnish Type) - Glue							
93L1	FT-9-A	FT9	0.278	13.3	77.3	9.4	NAD	NAD
Location:	3rd Floor, 313 - 12" Sq. Mottled Off White FT / Glue - Floor Tile							
93L2	FT-9-A	FT9	0.120	90.8	8.3	0.8	NAD	NAD
Location:	3rd Floor, 313 - 12" Sq. Mottled Off White FT / Glue - Glue							
94L1	FT-9-B	FT9	0.311	12.9	74.9	12.2	NAD	NAD
Location:	3rd Floor, 313 - 12" Sq. Mottled Off White FT / Glue - Floor Tile							
94L2	FT-9-B	FT9	0.173	92.5	6.9	0.6	NAD	NAD
Location:	3rd Floor, 313 - 12" Sq. Mottled Off White FT / Glue - Glue							
95L1	FT-10-A	FT10	0.220	11.8	82.3	5.9	NAD	NAD
Location:	3rd Floor, 305 - 12" Sq. Turquoise FT / Glue (L1) - Floor Tile							
95L2	FT-10-A	FT10	0.137	73.7	16.8	9.5	NAD	NAD
Location:	3rd Floor, 305 - 12" Sq. Turquoise FT / Glue (L1) - Glue							
96L1	FT-10-B	FT10	0.280	12.5	84.3	3.2	NAD	NAD
Location:	3rd Floor, 320 - 12" Sq. Turquoise FT / Glue (L1) - Floor Tile							
96L2	FT-10-B	FT10	0.101	69.3	21.8	8.9	NAD	NAD
Location:	3rd Floor, 320 - 12" Sq. Turquoise FT / Glue (L1) - Glue							
97L1	FT-11-A	FT11	0.253	17.8	71.1	11.1	NAD	NAD
Location:	3rd Floor, 305 - Tan / Red Floor Tile / Glue (L2) Under FT-10 - Floor Tile							
97L2	FT-11-A	FT11	0.126	62.7	23.8	13.5	NAD	NAD
Location:	3rd Floor, 305 - Tan / Red Floor Tile / Glue (L2) Under FT-10 - Glue							
98L1	FT-11-B	FT11	0.277	17.3	67.1	15.5	NAD	NAD
Location:	3rd Floor, 305 - Tan / Red Floor Tile / Glue (L2) Under FT-10 - Floor Tile							
98L2	FT-11-B	FT11	0.239	57.3	30.5	12.1	NAD	NAD
Location:	3rd Floor, 305 - Tan / Red Floor Tile / Glue (L2) Under FT-10 - Glue							
99L1	FT-12-A	FT12	0.298	22.5	56.4	16.9	Chrysotile 4.2	NA
Location:	2nd Floor, 204 - 12" Sq. Mottled Beige FT / Mastic - Floor Tile							

See Reporting notes on last page

Table I
Summary of Bulk Asbestos Analysis Results

100538701; 345 East 37 Street; 345 East 37 Street, Manhattan, NY 10016

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
99L2	FT-12-A	FT12	0.243	25.5	67.1	7.3	NAD	Chrysotile Trace
Location:	2nd Floor, 204 - 12" Sq. Mottled Beige FT / Mastic - Mastic							
100L1	FT-12-B	FT12	0.265	21.1	54.7	24.2	NA/PS	NA
Location:	3rd Floor, 314 - 12" Sq. Mottled Beige FT / Mastic - Floor Tile							
100L2	FT-12-B	FT12	0.111	71.2	20.7	8.0	NAD	Chrysotile Trace
Location:	3rd Floor, 314 - 12" Sq. Mottled Beige FT / Mastic - Mastic							
101L1	FT-13-A	FT13	0.237	16.9	73.0	10.1	NAD	NAD
Location:	2nd Floor, 204A - 12" Sq. Beige FT / Mastic - Floor Tile							
101L2	FT-13-A	FT13	0.126	82.5	12.7	4.8	NAD	NAD
Location:	2nd Floor, 204A - 12" Sq. Beige FT / Mastic - Mastic							
102L1	FT-13-B	FT13	0.232	16.4	69.8	13.8	NAD	NAD
Location:	2nd Floor, 204A - 12" Sq. Beige FT / Mastic - Floor Tile							
102L2	FT-13-B	FT13	0.172	83.1	14.0	2.9	NAD	NAD
Location:	2nd Floor, 204A - 12" Sq. Beige FT / Mastic - Mastic							
103L1	FT-14-A	FT14	0.270	13.7	65.2	21.1	NAD	NAD
Location:	2nd Floor, 207 - 12" Sq. Spackled Pink FT / Glue - Floor Tile							
103L2	FT-14-A	FT14	0.208	64.4	24.0	11.5	NAD	NAD
Location:	2nd Floor, 207 - 12" Sq. Spackled Pink FT / Glue - Glue							
104L1	FT-14-B	FT14	0.248	19.4	70.2	10.5	NAD	NAD
Location:	2nd Floor, 207 - 12" Sq. Spackled Pink FT / Glue - Floor Tile							
104L2	FT-14-B	FT14	0.124	79.0	12.1	8.9	NAD	NAD
Location:	2nd Floor, 207 - 12" Sq. Spackled Pink FT / Glue - Glue							
105L1	FT-15-A	FT15	0.291	50.9	44.0	5.2	NAD	NAD
Location:	2nd Floor, 207 - Wood Design FT / Glue - Floor Tile							
105L2	FT-15-A	FT15	0.134	51.5	40.3	8.2	NAD	NAD
Location:	2nd Floor, 207 - Wood Design FT / Glue - Glue							
106L1	FT-15-B	FT15	0.197	50.3	43.7	6.1	NAD	NAD
Location:	3rd Floor, 317 - Wood Design FT / Glue - Floor Tile							
106L2	FT-15-B	FT15	0.249	24.1	41.0	34.9	NAD	NAD
Location:	3rd Floor, 317 - Wood Design FT / Glue - Glue							
107L1	FT-16-A-L1	FT16L1	0.334	18.0	65.0	17.1	NAD	NAD
Location:	2nd Floor, 208 - L1 - Beige With Dots (12" Sq.) FT / Glue - Floor Tile							

See Reporting notes on last page

Table I
Summary of Bulk Asbestos Analysis Results

100538701; 345 East 37 Street; 345 East 37 Street, Manhattan, NY 10016

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
107L2	FT-16-A-L1	FT16L1	0.227	45.4	26.4	28.2	NAD	NAD
Location: 2nd Floor, 208 - L1 - Beige With Dots (12" Sq.) FT / Glue - Glue								
108	FT-16-A-L2	FT16L2	0.213	99.1	-0.9	1.9	NAD	NAD
Location: 2nd Floor, 208 - L2 - Mottled Tan FT Under L1								
109L1	FT-16-A-L3	FT16L3	0.238	18.5	70.2	11.3	NAD	NAD
Location: 2nd Floor, 208 - L3 - Gray FT / Glue Under L2 - Floor Tile								
109L2	FT-16-A-L3	FT16L3	0.201	41.3	34.8	23.9	NAD	NAD
Location: 2nd Floor, 208 - L3 - Gray FT / Glue Under L2 - Glue								
110L1	FT-16-B-L1	FT16L1	0.294	16.0	67.3	16.7	NAD	NAD
Location: 2nd Floor, 208 - L1 - Beige With Dots (12" Sq.) FT / Glue - Floor Tile								
110L2	FT-16-B-L1	FT16L1	0.235	46.0	25.1	28.9	NAD	NAD
Location: 2nd Floor, 208 - L1 - Beige With Dots (12" Sq.) FT / Glue - Glue								
111	FT-16-B-L2	FT16L2	0.251	14.3	64.1	21.5	NAD	NAD
Location: 2nd Floor, 208 - L2 - Mottled Tan FT Under L1								
112L1	FT-16-B-L3	FT16L3	0.281	18.9	69.8	11.4	NAD	NAD
Location: 2nd Floor, 208 - L3 - Gray FT / Glue Under L2 - Floor Tile								
112L2	FT-16-B-L3	FT16L3	0.239	46.0	23.0	31.0	NAD	NAD
Location: 2nd Floor, 208 - L3 - Gray FT / Glue Under L2 - Glue								
113	FT-17-A	FT17	0.269	33.8	63.9	2.2	NAD	NAD
Location: 3rd Floor, 309 - 18" Sq. Mottled Tan FT (Self Adhesive)								
114	FT-17-B	FT17	0.253	35.6	62.5	2.0	NAD	NAD
Location: 3rd Floor, 309 - 18" Sq. Mottled Tan FT (Self Adhesive)								
115L1	FT-18-A	FT18	0.144	88.9	9.0	2.1	NAD	NAD
Location: 3rd Floor, 306 - 18" Sq. Dark Mottled Beige FT / Glue - Floor Tile								
115L2	FT-18-A	FT18	0.112	46.4	42.0	11.6	NAD	NAD
Location: 3rd Floor, 306 - 18" Sq. Dark Mottled Beige FT / Glue - Glue								
116L1	FT-18-B	FT18	0.160	91.3	5.6	3.1	NAD	NAD
Location: 3rd Floor, 306 - 18" Sq. Dark Mottled Beige FT / Glue - Floor Tile								
116L2	FT-18-B	FT18	0.174	46.6	33.3	20.1	NAD	NAD
Location: 3rd Floor, 306 - 18" Sq. Dark Mottled Beige FT / Glue - Glue								
117L1	FT-19-A	FT19	0.269	15.6	79.2	5.2	NAD	NAD
Location: 3rd Floor, 306 - 18" Sq. White / Gray FT / Glue - Floor Tile								

See Reporting notes on last page

Table I
Summary of Bulk Asbestos Analysis Results

100538701; 345 East 37 Street; 345 East 37 Street, Manhattan, NY 10016

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
117L2	FT-19-A	FT19	0.132	38.6	39.4	22.0	NAD	NAD
Location:	3rd Floor, 306 - 18" Sq. White / Gray FT / Glue - Glue							
118L1	FT-19-B	FT19	0.224	15.6	81.3	3.1	NAD	NAD
Location:	3rd Floor, 306 - 18" Sq. White / Gray FT / Glue - Floor Tile							
118L2	FT-19-B	FT19	0.112	-40.2	123.2	17.0	NAD	NAD
Location:	3rd Floor, 306 - 18" Sq. White / Gray FT / Glue - Glue							
119L1	FT-20-A	FT20	0.272	12.5	83.8	3.7	NAD	NAD
Location:	3rd Floor, 303C - 12" Sq. White W/ Black Dots FT / Glue (L1) - Floor Tile							
119L2	FT-20-A	FT20	0.189	79.4	6.3	14.3	NAD	NAD
Location:	3rd Floor, 303C - 12" Sq. White W/ Black Dots FT / Glue (L1) - Glue							
120L1	FT-20-B	FT20	0.254	13.4	81.1	5.5	NAD	NAD
Location:	2nd Floor, 203 - 12" Sq. White W/ Black Dots FT / Glue (L1) - Floor Tile							
120L2	FT-20-B	FT20	0.124	78.2	13.7	8.1	NAD	NAD
Location:	2nd Floor, 203 - 12" Sq. White W/ Black Dots FT / Glue (L1) - Glue							
121L1	FT-21-A	FT21	0.240	17.5	67.5	15.0	NAD	NAD
Location:	3rd Floor, 303C - 12" Sq. Olive FT / Glue - Floor Tile							
121L2	FT-21-A	FT21	0.158	73.4	17.7	8.9	NAD	NAD
Location:	3rd Floor, 303C - 12" Sq. Olive FT / Glue - Glue							
122L1	FT-21-B	FT21	0.356	14.3	64.3	21.3	NAD	NAD
Location:	3rd Floor, 320 - 12" Sq. Olive FT / Glue - Floor Tile							
122L2	FT-21-B	FT21	0.158	77.2	17.1	5.7	NAD	NAD
Location:	3rd Floor, 320 - 12" Sq. Olive FT / Glue - Glue							
123L1	FT-22-A	FT22	0.225	18.7	63.6	17.8	NAD	NAD
Location:	3rd Floor, 318 - 12" Sq. Spackled Tan / Beige FT & Mastic - Floor Tile							
123L2	FT-22-A	FT22	0.102	86.3	5.9	7.8	NAD	NAD
Location:	3rd Floor, 318 - 12" Sq. Spackled Tan / Beige FT & Mastic - Mastic							
124L1	FT-22-B	FT22	0.258	17.8	62.4	19.8	NAD	NAD
Location:	3rd Floor, 318 - 12" Sq. Spackled Tan / Beige FT & Mastic - Floor Tile							
124L2	FT-22-B	FT22	0.140	88.6	5.0	6.4	NAD	NAD
Location:	3rd Floor, 318 - 12" Sq. Spackled Tan / Beige FT & Mastic - Mastic							
125L1	FT-23-A	FT23	0.231	14.3	82.7	3.0	NAD	NAD
Location:	2nd Floor, 202C - 12" Sq. Spackled Light Blue FT / Glue - Floor Tile							

See Reporting notes on last page

Table I
Summary of Bulk Asbestos Analysis Results

100538701; 345 East 37 Street; 345 East 37 Street, Manhattan, NY 10016

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
125L2	FT-23-A	FT23	0.137	56.9	27.0	16.1	NAD	NAD
Location:	2nd Floor, 202C - 12" Sq. Spackled Light Blue FT / Glue - Glue							
126L1	FT-23-B	FT23	0.282	14.2	80.5	5.3	NAD	NAD
Location:	2nd Floor, 202C - 12" Sq. Spackled Light Blue FT / Glue - Floor Tile							
126L2	FT-23-B	FT23	0.199	81.4	9.5	9.0	NAD	NAD
Location:	2nd Floor, 202C - 12" Sq. Spackled Light Blue FT / Glue - Glue							
127L1	FT-24-A	FT24	0.269	13.0	85.1	1.9	NAD	NAD
Location:	2nd Floor, 201 - 12" Sq. White With Multi Color FT / Glue - Floor Tile							
127L2	FT-24-A	FT24	0.147	79.6	16.3	4.1	NAD	NAD
Location:	2nd Floor, 201 - 12" Sq. White With Multi Color FT / Glue - Glue							
128L1	FT-24-B	FT24	0.264	15.2	81.1	3.8	NAD	NAD
Location:	2nd Floor, 201 - 12" Sq. White With Multi Color FT / Glue - Floor Tile							
128L2	FT-24-B	FT24	0.167	78.4	13.2	8.4	NAD	NAD
Location:	2nd Floor, 201 - 12" Sq. White With Multi Color FT / Glue - Glue							

Analyzed by: Aleksandr Barengolts; Date Analyzed 12/10/2015

**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by EPA 600/M4-82-020 per 40 CFR or ELAP 198.1 for New York friable samples or ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (not covered by NVLAP Bulk accreditation) or ELAP 198.4; for New York samples; NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = <1%; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses): NVLAP 200546-0, NYSDOH ELAP Lab 11480, AIHA Lab 102843.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogenous materials).

Reviewed By:

LANGAN
300 Kimball Drive, Parsippany, NJ 07054
Phone: 973-560-4900/ Fax: 973-560-4901

CHAIN OF CUSTODY RECORD / ANALYSIS REQUEST

#215121598

				Analysis Requested for Asbestos			Analysis Requested for Lead		Analysis Requested for PCB	Results
Project Name:	345 East 37 street									
Address:	345 East 37 street, Manhattan, NY 10016	Auth. By:	Vijay Patel							
		Phone No:	973-560-4983							
Langan Job No.:	100538701	Sampling Date:	11/30/2015 & 12/02/2015							
Sampled By/ License #.	ADEM BAJRAMI / NYC125555/NYS07-06216 FERNANDO VELASQUEZ / NYC114294/NYS99-12559 PARTHIBAN MUNIRATHINAM/ NYC- 128650, NYS 11-21477			PLM	PLM-NOB	TEM	AAS	TCLP	EPA Method 8082	
Sample ID Number	Description of Sample		Sample Location							
FP-1	Fire Proofing on beams & ceilings		3rd flr - 304	X						
-2			-305							
-3			-312							
-4			2nd flr - 204							
-5			-204A							
-6			-212							
-7			-202A							
SHT-1-A	sheet rock Board		3rd flor - 304							
-1-B			-302							
-1-C			2nd flor-204							
SHJC-1-A		Joint Compound	3rd flor-304							
-1-B			-302							
-1-C			2nd flor -204							
BM-1-A	Brick	Mortar	3rd flr. -310	X						
-1-B			2nd flr - 204	X						

Total No. of Samples: 15	Turnaround Request:	6 Hrs	12 Hrs	24 Hrs	48 Hrs	72 Hrs	5 days
							X

Laboratory Instructions: Stop analysis @ 1st positive (>1% by weight) for each homogenous sample group.
Please e-mail results to vpatel@langan.com, pmunirathinam@langan.com,fvelasquez@Langan.com,abajrami@Langan.com

Relinquished By:	Parthi Munirathinam (Fedex)	Date: 12-04-15	Time: 8pm	Received by:	Date: 12/5/15	Time: 9:25
Company: LANGAN		Laboratory Name:		Company: Americsci		

You created this PDF from an application that is not licensed to print to novaPDF printer (http://www.novapdf.com)

LANGAN
300 Kimball Drive, Parsippany, NJ 07054
Phone: 973-560-4900/ Fax: 973-560-4901

CHAIN OF CUSTODY RECORD / ANALYSIS REQUEST

Project Name:	345 East 37 street		
Address:	345 East 37 street, Manhattan, NY 10016	Auth. By:	Vijay Patel
		Phone No:	973-560-4983
Langan Job No.:	100538701	Sampling Date:	11/30/2015 & 12/02/2015
Sampled By/ License #	ADEM BAJRAMI / NYC125555/NYS07-06216 FERNANDO VELASQUEZ / NYC114294/NYS99-12559 PARTHIBAN MUNIRATHINAM/ NYC- 128650, NYS 11-21477		

Sample ID Number	Description of Sample	Sample Location	Analysis Requested for Asbestos: PLM	PLM-NOB	TEM	Analysis Requested for Lead: AAS	TCLP	Analysis Requested for PCB: EPA Method 8082	Results
CPP-1-A	2' SQ. Rough Texture 1' Sq. Design Ceiling Panel	3rd floor - 304		X	X				
↓ -1-B	↓ ↓	2nd floor - 202A		↓	↓				
CPP-2-A	2' SQ. Rough texture Ceiling Panel	3rd flor - 304							
↓ -2-B	↓ ↓	2nd flor - 202							
CPP-3-A	2' SQ. Pinhole Ceiling panel	3rd flr - 302				#2151215			98
↓ -3-B	↓ ↓	2nd flor. 201							
CPP-4-A	2' SQ. Pinholes & Grooved	3rd flor - 311							
↓ -4-B	↓ Ceiling Panel ↓	" "							
CPP-5-A	2' SQ. SMooth textured Ceiling	3rd flor - 305							
↓ -5-B	↓ Panel ↓	" - 318		↓	↓				
TF-1-A	Terrazzo flor	2nd flor - 204	X						
↓ -1-B	↓ ↓	" "	X						
EWC-1-A	Exterior Window Gaulery	Exterior - 302		X	X				
↓ -1-B	↓ ↓	" - 202		X	X				

Total No. of Samples: 14	Turnaround Request:	6 Hrs	12 Hrs	24 Hrs	48 Hrs	72 Hrs	5 days
							X

Laboratory Instructions: Stop analysis @ 1st positive (>1% by weight) for each homogenous sample group.
Please e-mail results to vpatel@langan.com, pmunirathinam@langan.com,fvelasquez@Langan.com,abajrami@Langan.com

Relinquished By:	Parthi Munirathinam	Date: 12-04-15	Time: 8pm	Received by: Hadeha Samuel	Date: 12/5/15	Time: 9:21
Company: LANGAN		Laboratory Name:		Company: AmeriSci		

You created this PDF from an application that is not licensed to print to novaPDF printer (http://www.novapdf.com)

LANGAN
300 Kimball Drive, Parsippany, NJ 07054
Phone: 973-560-4900/ Fax: 973-560-4901

CHAIN OF CUSTODY RECORD / ANALYSIS REQUEST

Project Name:	345 East 37 street		
Address:	345 East 37 street, Manhattan, NY 10016	Auth. By:	Vijay Patel
		Phone No:	973-560-4983
Langan Job No.:	100536701	Sampling Date:	11/30/2015 & 12/02/2015
Sampled By/ License #:	ADEM BAJRAMI / NYC125555/NYS07-06216 FERNANDO VELASQUEZ / NYC114294/NYS99-12559 PARTHIBAN MUNIRATHINAM/ NYC- 123650, NYS 11-21477		

Sample ID Number	Description of Sample	Sample Location	Analysis Requested for Asbestos: PLM	PLM-NOB	TEM	Analysis Requested for Lead: AAS	TCLP	Analysis Requested for PCB: EPA Method 8082	Results
FGPG-1-A	Pin Glue Associated with Fiberglass	3rd flr. -302		X	X				
↓ -1-B	↓ Panel Insulation ↓	2nd flr -207		↓	↓				
FGMA-1-A	Mastic Associated with	3rd flor-304							
↓ -1-B	↓ Fiberglass Cold Insulation	2nd flor. 207							
WMA-1-A	Water Proofing Mastic on	3rd flor-318							
↓ -1-B	↓ Exterior Column ↓	" -302							
WBGL-1-A	Wooden Baseboard Glue	2nd flor-202				#2151215982			
" -1-B	" "	" "							
CG-1-A	Carpet Glue	3rd flor-312							
↓ -1-B	↓ ↓	2nd flor-202A							
LC-1-A	Levelling Compound under	3rd flor-304	X						
↓ -1-B	↓ Carpet ↓	2nd flor-202A	X						
DSM-1-A	Duct Seam Mastic (Gray)	3rd flor-304		X	X				
↓ -1-B	↓ ↓	2nd flor-201		X	X				

Total No. of Samples: 14	Turnaround Request:	6 Hrs	12 Hrs	24 Hrs	48 Hrs	72 Hrs	5 days
							X

Laboratory Instructions: Stop analysis @ 1st positive (>1% by weight) for each homogenous sample group.
Please e-mail results to vpatel@langan.com, pmunirathinam@langan.com,fvelasquez@Langan.com,abajrami@Langan.com

Relinquished By	Parthi Munirathinam	Date: 12-04-15	Time: 2pm	Received by: Kadesha Samuel	Date: 12/5/15	Time: 9:21
Company: LANGAN		Laboratory Name:		Company: Amensci		

You created this PDF from an application that is not licensed to print to novaPDF printer (http://www.novapdf.com)

LANGAN
300 Kimball Drive, Parsippany, NJ 07054
Phone: 973-560-4900/ Fax: 973-560-4901

CHAIN OF CUSTODY RECORD / ANALYSIS REQUEST

Project Name:	345 East 37 street		
Address:	345 East 37 street, Manhattan, NY 10016	Auth. By:	Vijay Patel
		Phone No:	973-560-4983
Langan Job No.:	100538701	Sampling Date:	11/30/2015 & 12/02/2015
Sampled By/ License #:	ADEM BAJRAMI / NYC125555/NYS07-06216 FERNANDO VELASQUEZ / NYC114294/NYS99-12559 PARTHIBAN MUNIRATHINAM/ NYC- 128650, NYS 11-21477		

Sample ID Number	Description of Sample	Sample Location	Analysis Requested for Asbestos: PLM	PLM-NOB	TEM	Analysis Requested for Lead: AAS	TCLP	Analysis Requested for PCB: EPA Method 8082	Results
DSM-2-A	Duct Seem Mastic	3rd flor - 310		X	X				
↓ -2-B	↓ ↓	" - "		X	X				
FTMA-1-A	Remnant Mastic on flor	3rd flor - 310		X	X				
↓ -1-B	↓ ↓	" "		X	X				
SU-1-A	Sink Under Coating (tan)	3rd flor - 304							
" -1-B	↓	2nd flor - 202A							
SU-2-A	(Gray)	3rd flor - 302							
↓ -2-B	↓	2nd flor - 203							
SU-3-A	(Black)	3rd flor - 301							
↓ -3-B	↓	" - "							
FC-1-A	Flor Covering/Glue (White)	3rd flor - 311							
↓ -1-B		" "							
FC-2-A	- Gray Stone	" - 313							
↓ -2-B	4 Heavy Debris	" "		↓	↓				

#21512159

Total No. of Samples	14	Turnaround Request:	6 Hrs	12 Hrs	24 Hrs	46 Hrs	72 Hrs	5 days
								X
Laboratory Instructions:	Stop analysis @ 1st positive (>1% by weight) for each homogenous sample group. Please e-mail results to vpatel@langan.com, pmunirathinam@langan.com,fvelasquez@Langan.com,abajrami@Langan.com							

Relinquished By:	Parthi Munirathinam	Date: 12-04-15	Time: 8pm	Received By: Kadesha Samuel	Date: 12/5/15	Time: 9:21
Company: LANGAN		Laboratory Name:		Company: Amerisci		

You created this PDF from an application that is not licensed to print to novaPDF printer (http://www.novapdf.com)

LANGAN
300 Kimball Drive, Parsippany, NJ 07054
Phone: 973-560-4900/ Fax: 973-560-4901

CHAIN OF CUSTODY RECORD / ANALYSIS REQUEST

				Analysis Requested for Asbestos			Analysis Requested for Lead		Analysis Requested for PCB	Results
Project Name:	345 East 37 street									
Address:	345 East 37 street, Manhattan, NY 10016	Auth. By:	Vijay Patel							
		Phone No:	973-560-4983							
Langan Job No.:	100538701	Sampling Date:	11/30/2015 & 12/02/2015							
Sampled By/ License #:	ADEM BAJRAMI / NYC125555/NYS07-06216 FERNANDO VELASQUEZ / NYC114294/NYS99-12559 PARTHIBAN MUNIRATHINAM/ NYC- 128650, NYS 11-21477			PLM	PLM-NOB	TEM	AAS	TCLP	EPA Method 8082	
Sample ID Number	Description of Sample		Sample Location							
FC-3-A	Floor Covering/Pad/Glue - Dark Gray		3rd flr - 312		X	X				
↓ -3-B	↓	↓	〃		↓	↓				
RMA-1-A	Remnent Mastic on floor (Type 1)	↓	2nd flr - 204							
↓ -1-B	↓	↓	〃							
RMA-2-A	Remnent Mastic on floor (type 2)	〃	2nd flr - 204A							
〃 -2-B	〃	〃	〃							
CBM-1-A	Cinder Block Mortar		2nd flr - 204	X						
↓ -1-B	↓	↓	〃	X						
IWG-1-A	Interior window Glazing		3rd flr - 302		X	X				
↓ -1-B	↓	↓	2nd flr - 202		X	X				
BBG-1-A	Glue Associated with		3rd flr - 312		X	X				
↓ -1-B	↓	base board Mold ↓	2nd flr - 207		X	X				
FT-1-A	12" Sq. Spackled Gray	FT/Mastic	3rd flr 304		X	X				
↓ -1-B	↓	↓	〃		X	X				

#21512159

Total No. of Samples: 14	Turnaround Request:	6 Hrs	12 Hrs	24 Hrs	48 Hrs	72 Hrs	5 days
							X

Laboratory Instructions: Stop analysis @ 1st positive (>1% by weight) for each homogenous sample group.
Please e-mail results to vpatel@langan.com, pmunirathinam@langan.com fvelasquez@Langan.com abajrami@Langan.com

Relinquished By:	Partni Munirathinam	Date: 12-04-15	Time: 2pm	Received by: Kadesha Samuel	Date: 12/5/15	Time: 9:21
Company: LANGAN		Laboratory Name:		Company: Amerisci		

You created this PDF from an application that is not licensed to print to novaPDF printer (http://www.novapdf.com)

LANGAN
300 Kimball Drive, Parsippany, NJ 07054
Phone: 973-560-4900/ Fax: 973-560-4901

CHAIN OF CUSTODY RECORD / ANALYSIS REQUEST

Project Name:	345 East 37 street			Analysis Requested for Asbestos			Analysis Requested for Lead		Analysis Requested for PCB	Results
Address:	345 East 37 street, Manhattan, NY 10016	Auth. By:	Vijay Patel							
		Phone No:	973-560-4983							
Langan Job No.:	100538701	Sampling Date:	11/30/2015 & 12/02/2015							
Sampled By/ License #:	ADEM BAJRAMI / NYC125555/NYS07-06216 FERNANDO VELASQUEZ / NYC114294/NYS99-12559 PARTHIBAN MUNIRATHINAM/ NYC- 128650, NYS 11-21477			PLM	PLM-NOB	TEM	AAS	TCLP	EPA Method 8082	
Sample ID Number	Description of Sample		Sample Location							
WP-1	Wall Plaster – 2 layers (1 – White, 2 – Tan)		3rd flr – 301	X						
-2			" – 303							
-3			" – 310							
-4			" – 313							
-5			2nd flr – 207							
-6			– 202							
-7			– 212							
FT-2-A	White floor Tile under FT-1 & Mastic & FT-20		3rd flr – 304		X	X		#2151215906		
-2-B			– 303C							
FT-3-A	12" Sq. Speckled tan FT/Glue		– 301							
-3-B			"							
FT-4-A	12" Sq. Speckled Gray/Blue strip floor tile/Glue		3rd flr – 316							
-4-B			" "							
FT-5-A	12" Sq. Speckled tan/Red strips FT/Glue		" – 311							
-5-B			"							

Total No. of Samples: 15	Turnaround Request:	6 Hrs	12 Hrs	24 Hrs	48 Hrs	72 Hrs	5 days
							X

Laboratory Instructions: Stop analysis @ 1st positive (>1% by weight) for each homogenous sample group.
Please e-mail results to vpatel@langan.com, pmunirathinam@langan.com fvelasquez@Langan.com,abajrami@Langan.com

Relinquished By:	Parthi Munirathinam	Date:	12-04-15	Time: 8pm	Received by:	Kadeisha Samuel	Date:	12/5/15	Time:	9:24
Company: LANGAN		Laboratory Name:			Company:	Amerisci				

You created this PDF from an application that is not licensed to print to novaPDF printer (http://www.novapdf.com)

LANGAN
300 Kimball Drive, Parsippany, NJ 07054
Phone: 973-560-4900/ Fax: 973-560-4901

CHAIN OF CUSTODY RECORD / ANALYSIS REQUEST

Project Name:	345 East 37 street		
Address:	345 East 37 street, Manhattan, NY 10016	Auth. By:	Vijay Patel
		Phone No:	973-560-4983
Langan Job No.:	100538701	Sampling Date:	11/30/2015 & 12/02/2015
Sampled By/ License #:	ADEM BAJRAMI / NYC125555/NYS07-06216 FERNANDO VELASQUEZ / NYC114294/NYS99-12559 PARTHIBAN MUNIRATHINAM/ NYC- 128650, NYS 11-21477		

Sample ID Number	Description of Sample	Sample Location	Analysis Requested for Asbestos: PLM	PLM-NOB	TEM	Analysis Requested for Lead: AAS	TCLP	Analysis Requested for PCB: EPA Method 8082	Results
FT-6-A	12" Sq. Motted Pink FT/Glue	3rd flor - 311		X	X				
↓ -6-B	" "	"							
FT-7-A	12" Sq. Blue FT/Glue	-313							
↓ -7-B	↓ ↓	"							
FT-8-A	Wood type FT/Glue (Varnish type)	-313							
↓ -8-B	"	-306							
FT-9-A	12" Sq. Mottled off white FT/Glue	-313							
↓ -9-B	" "	"							
FT-10-A	12" Sq. TURQUISE FT/Glue)	-305				#21512159			
↓ -10-B	" (L1) "	-320							
FT-11-A	Tan/red floor tile/Glue (L2)	-305							
↓ -11-B	↓ under FT-10 ↓								
FT-12-A	12" Sq. Motteled Beige FT/Mastic	2nd flor - 204 3rd flor - 314		↓	↓				
↓ -12-B	↓ ↓								

Total No. of Samples:	14	Turnaround Request:	6 Hrs	12 Hrs	24 Hrs	48 Hrs	72 Hrs	5 days
								X
Laboratory Instructions:	Stop analysis @ 1st positive (>1% by weight) for each homogenous sample group Please e-mail results to vpatel@langan.com, pmunirathinam@langan.com fvelasquez@Langan.com,abajrami@Langan.com							

Relinquished By:	Parthi Munirathinam	Date:	12-04-15	Time: 8pm	Received by: Kadesha Samuel	Date: 12/5/15	Time: 9.21
Company: LANGAN		Laboratory Name:			Company: Amerisci		

You created this PDF from an application that is not licensed to print to novaPDF printer (http://www.novapdf.com)

LANGAN
300 Kimball Drive, Parsippany, NJ 07054
Phone: 973-560-4900/ Fax: 973-560-4901

CHAIN OF CUSTODY RECORD / ANALYSIS REQUEST

Project Name:	345 East 37 street			Analysis Requested for Asbestos			Analysis Requested for Lead		Analysis Requested for PCB	Results
Address:	345 East 37 street, Manhattan, NY 10016	Auth. By:	Vijay Patel							
		Phone No	973-560-4983							
Langan Job No.:	100538701	Sampling Date	11/30/2015 & 12/02/2015							
Sampled By/ License #:	ADEM BAJRAMI / NYC125555/NYS07-06216 FERNANDO VELASQUEZ / NYC114294/NYS99-12559 PARTHIBAN MUNIRATHINAM/ NYC- 128650, NYS 11-21477			PLM	PLM-NOB	TEM	AAS	TCLP	EPA Method 8082	
Sample ID Number	Description of Sample		Sample Location							
FT-13-A	12" Sq. Beige FT/mastic		2nd flor-204A		X	X				
" -13-B	"		"							
FT-14-A	12" Sq Spacaled pink FT/Glue		2nd flor-207							
" -14-B	"		"							
FT-15-A	Wood design FT/Glue		2nd flor-207 3rd flor-317							
" -15-B	"		"							
FT-16-A	L1: Beige with dots (12"Sq) FT/Glue		2nd floor-208							
	L2: Mottled tan FT under L1									
	L3: Gray FT/Glue under L2									
FT-16-B										
FT-17-A	18"Sq Mottled tan FT (Self Adhesive)		3rd flor-309							
" -17-B	"		"							

#2151215

Total No. of Samples:	14	Turnaround Request:	6 Hrs	12 Hrs	24 Hrs	48 Hrs	72 Hrs	5 days
								X
Laboratory Instructions:	Stop analysis @ 1st positive (>1% by weight) for each homogenous sample group.							
	Please e-mail results to vpatel@langan.com, pmunirathinam@langan.com,fvelasquez@Langan.com abajrami@Langan.com							

Relinquished By:	Parthi Munirathinam	Date: 12-04-15	Time: 8pm	Received By: Kadesha Samuel	Date: 12/5/15	Time: 9:4
Company: LANGAN		Laboratory Name:		Company: Amerisci		

You created this PDF from an application that is not licensed to print to novaPDF printer (http://www.novapdf.com)

LANGAN
300 Kimball Drive, Parsippany, NJ 07054
Phone: 973-560-4900/ Fax: 973-560-4901

CHAIN OF CUSTODY RECORD / ANALYSIS REQUEST

Project Name:	345 East 37 street			Analysis Requested for Asbestos			Analysis Requested for Lead		Analysis Requested for PCB	Results
Address:	345 East 37 street, Manhattan, NY 10016	Auth. By:	Vijay Patel							
		Phone No:	973-560-4983							
Langan Job No.:	100538701	Sampling Date:	11/30/2015 & 12/02/2015							
Sampled By/ License #:	ADEM BAJRAMI / NYC125555/NYS07-06216 FERNANDO VELASQUEZ / NYC114294/NYS99-12559 PARTHIBAN MUNIRATHINAM/ NYC- 128650, NYS 11-21477			PLM	PLM-NOB	TEM	AAS	TCLP	EPA Method 8082	
Sample ID Number	Description of Sample		Sample Location							
FT-18-A	18" Sq. dark Mottled Beige FT/Glue		3rd flr - 306		X	X				
↓ -18-B	"		"							
FT-19-A	18" Sq. white/gray FT/Glue									
" -19-B	"		"							
FT-20-A	12" Sq. white w/black dots FT/Glue		-303C							
" -20-B	(4)	"	2nd flr -203							
FT-21-A	12" Sq. olive FT/Glue		3rd flr - 303C							
" -21-B	"	"	-320							
FT-22-A	12" Sq. Spackled tan/Beige FT		- 318							
" -22-B	"	+ Mastic "	- "							
FT-23-A	12" Sq Spackled Light Blue		2nd flr - 202C							
↓ -23-B	"	FT/Glue "	"							
FT-24-A	12" Sq white with Multicolor FT		" - 201							
↓ -24-B	"	+ Glue "	" "							

#2151215

Total No. of Samples:	14	Turnaround Request	6 Hrs	12 Hrs	24 Hrs	48 Hrs	72 Hrs	5 days
								X
Laboratory Instructions:	Stop analysis @ 1st positive (>1% by weight) for each homogenous sample group. Please e-mail results to vpatel@langan.com, pmunirathinam@langan.com,fvelasquez@Langan.com,abajrami@Langan.com							

Relinquished By:	Parthi Munirathinam	Date:	12-04-15	Time: 8pm	Received by: Kadeena Samel	Date: 12/5/15	Time: 9:21
Company: LANGAN		Laboratory Name			Company: Americ		

You created this PDF from an application that is not licensed to print to novaPDF printer (http://www.novapdf.com)

ATTACHMENT

FOR LAB REPORT 15-12-059

CLIENT SAMPLE ID#: FP-1
SAMPLE ID#: 15-12-059-1

ANALYST: CT

STEREOBINOCULAR MICROSCOPY

ANALYSIS DATE: 12/16/15

Color: Beige Texture: Fr. Homogeneity: Yes Homogenization:

Probable Fibers: Cem 40%, Fg 20% Non Fibrous: Vermic 10% Remarks:

POLARIZED-LIGHT MICROSCOPY

- Condenser Focused
- Condenser Centered
- Rotation Centered
- Polars Extinct
- Crosshair Privileged

IDENTIFICATION:

Morphology	Refractive Index ⊥	Refractive Index ∥	Sign of Elongation	Extinction Angle	Pleochroism Color	Birefringence	Other	Identity

Remarks:

QUANTITATION: 400 Point Counts

Chrysotile

ANALYSIS DATE: 12/16/15 Temp: 23°C

Slide 1		Slide 2		Slide 3		Slide 4		Slide 5		Slide 6		Slide 7		Slide 8	
Chry	Other	Chry	Other	Chry	Other	Chry	Other	Chry	Other	Chry	Other	Chry	Other	Chry	Other
0	50	0	50	0	50	0	50	0	50	0	50	0	50	0	50

Amphibole Asbestos

ANALYSIS DATE: 12/16/15 Temp: 23°C

Slide 1		Slide 2		Slide 3		Slide 4		Slide 5		Slide 6		Slide 7		Slide 8	
Amph	Other	Amph	Other	Amph	Other	Amph	Other	Amph	Other	Amph	Other	Amph	Other	Amph	Other
0	50	0	50	0	50	0	50	0	50	0	50	0	50	0	50

CALCULATIONS

COMPONENT	Chrysotile	Amphibole	Other	
Points Counted (PC)	0	0		
Total Points Counted (TP)	400	400		
Percentage (100*PC/TP)	0	0		

Verified: Date: 12/17/15 Remarks:

SAMPLE:	SAMPLE #:	FP-1
15-12-059-1	DATE:	12/17/2015
	ANALYST:	LT

INITIAL WEIGHTS		Comments
Weight of Crucible + Lid	27.0563	
Weight of Crucible + Lid + Sub-sample	30.5319	
Weight of Sub-sample	3.4756	
ASHING		
Weight of Crucible + Lid + Ash	30.3523	
Weight of Ash	3.2960	
Weight loss during ashing	0.1796	
Weight percent organic & water	5.1675%	
FLOTATION / ACID TEATMENT		
Weight of Dish for Floats	6.6567	
Weight of Dish + Floats	6.7368	
Weight of Floats	0.0801	
Weight Percent Floats	2.3046%	
Weight of Dish + Filter for Residue	6.6735	
Weight of Dish + Filter + Residue	7.5246	
Weight of Residue	0.8511	
Weight Loss During Acid Treatment	2.3648	
Weight Percent Acid-Soluble Materials	68.0401%	
Weight percent Residue	24.4879%	

PLM EXAMINATION OF RESIDUE (CHRYSOTILE)			Chrysotile Point Counts (Chrysotile / Other)					
Point Count:	Number of Occupied Points	400	Slide1:	0	50	Slide 5:	0	50
	Number of Chrysotile Points	0	Slide 2:	0	50	Slide 6:	0	50
	Percent Chrysotile by PTCT	0.0000	Slide 3:	0	50	Slide 7:	0	50
PERCENT CHRYSOTILE IN SAMPLE		0.0000%	Slide 4:	0	50	Slide 8:	0	50

HEAVY LIQUID CENTRIFUGATION	
Weight of Dish + Filter + Balance of Residue	7.4885
Weight of Balance of Residue	0.8150
Weight of Dish + Filter for Centrifugate	6.6717
Weight of Dish + Filter + Centrifugate	6.7977
Weight of Centrifugate	0.1260
Weight Percent Centrifugate	3.6253%

PLM EXAMINATION OF CENTRIFUGATE (AMPHIBOLE)			Amphibole Asbestos Point Counts (Amphibole / Other)					
Point Count:	Number of Occupied Points	400	Slide1:	0	50	Slide 5:	0	50
	Number of Amphibole Asbestos Po	0	Slide 2:	0	50	Slide 6:	0	50
	Percent Amphiboles by PTCT	0.0000	Slide 3:	0	50	Slide 7:	0	50
PERCENT AMPHIBOLE ASBESTOS IN SAMPLE		0.0000%	Slide 4:	0	50	Slide 8:	0	50
PERCENT TOTAL ASBESTOS IN SAMPLE		0.0000%						

Yes — Chrysotile detected, but fibers did not lie on a point - Sample reported as Trace CH

Yes — Amphiboles detected, but fibers did not lie on a point - Sample reported as Trace Amph

CLIENT SAMPLE ID#: FA-2 ANALYST: CT

SAMPLE ID#: 15-12-059-2

STEREOBINOCULAR MICROSCOPY

ANALYSIS DATE: 12/14/15

Color: Beige Texture: FF Homogeneity: Yes Homogenization:

Probable Fibers: Cell-90%, FG-20% Non Fibrous: Vem-10% Remarks:

POLARIZED-LIGHT MICROSCOPY

- Condenser Focused
- Condenser Centered
- Rotation Centered
- Polars Extinct
- Crosshair Privileged

IDENTIFICATION:

Morphology	Refractive Index ⊥	Refractive Index ∥	Sign of Elongation	Extinction Angle	Pleochroism Color	Birefringence	Other	Identity

Remarks:

QUANTITATION: 400 Point Counts

Chrysotile

ANALYSIS DATE: 12/16/15 Temp: 23°C

Slide 1		Slide 2		Slide 3		Slide 4		Slide 5		Slide 6		Slide 7		Slide 8	
Chry	Other	Chry	Other	Chry	Other	Chry	Other	Chry	Other	Chry	Other	Chry	Other	Chry	Other
0	50	0	50	0	50	0	50	0	50	0	50	0	50	0	50

Amphibole Asbestos

ANALYSIS DATE: 12/17/15 Temp: 23°C

Slide 1		Slide 2		Slide 3		Slide 4		Slide 5		Slide 6		Slide 7		Slide 8	
Amph	Other	Amph	Other	Amph	Other	Amph	Other	Amph	Other	Amph	Other	Amph	Other	Amph	Other
0	50	0	50	0	50	0	50	0	50	0	50	0	50	0	50

CALCULATIONS

COMPONENT	Chrysotile	Amphibole	Other	
Points Counted (PC)	0	0		
Total Points Counted (TP)	400	400		
Percentage (100*PC/TP)	0	0		

Verified: Date: 12/17/15 Remarks:

SAMPLE:	SAMPLE #:	FP-2
15-12-059:2	DATE:	12/17/2015
	ANALYST:	LT

INITIAL WEIGHTS		Comments
Weight of Crucible + Lid	26.8987	
Weight of Crucible + Lid + Sub-sample	31.0781	
Weight of Sub-sample	4.1794	
ASHING		
Weight of Crucible + Lid + Ash	29.8671	
Weight of Ash	2.9684	
Weight loss during ashing	1.2110	
Weight percent organic & water	28.9755%	
FLOTATION / ACID TEATMENT		
Weight of Dish for Floats	6.6573	
Weight of Dish + Floats	6.7331	
Weight of Floats	0.0758	
Weight Percent Floats	1.8137%	
Weight of Dish + Filter for Residue	6.6730	
Weight of Dish + Filter + Residue	7.4447	
Weight of Residue	0.7717	
Weight Loss During Acid Treatment	2.1209	
Weight Percent Acid-Soluble Materials	50.7465%	
Weight percent Residue	18.4644%	

PLM EXAMINATION OF RESIDUE (CHRYSOTILE)			Chrysotile Point Counts (Chrysotile / Other)					
Point Count:	Number of Occupied Points	400	Slide1:	0	50	Slide 5:	0	50
	Number of Chrysotile Points	0	Slide 2:	0	50	Slide 6:	0	50
	Percent Chrysotile by PTCT	0.0000	Slide 3:	0	50	Slide 7:	0	50
PERCENT CHRYSOTILE IN SAMPLE		0.0000%	Slide 4:	0	50	Slide 8:	0	50

HEAVY LIQUID CENTRIFUGATION	
Weight of Dish + Filter + Balance of Residue	7.4153
Weight of Balance of Residue	0.7423
Weight of Dish + Filter for Centrifugate	6.6740
Weight of Dish + Filter + Centrifugate	6.7629
Weight of Centrifugate	0.0889
Weight Percent Centrifugate	2.1271%

PLM EXAMINATION OF CENTRIFUGATE (AMPHIBOLE)			Amphibole Asbestos Point Counts (Amphibole / Other)					
Point Count:	Number of Occupied Points	400	Slide1:	0	50	Slide 5:	0	50
	Number of Amphibole Asbestos Poi	0	Slide 2:	0	50	Slide 6:	0	50
	Percent Amphiboles by PTCT	0.0000	Slide 3:	0	50	Slide 7:	0	50
PERCENT AMPHIBOLE ASBESTOS IN SAMPLE		0.0000%	Slide 4:	0	50	Slide 8:	0	50
PERCENT TOTAL ASBESTOS IN SAMPLE		0.0000%						

Yes — Chrysotile detected, but fibers did not lie on a point - Sample reported as Trace CH

Yes — Amphiboles detected, but fibers did not lie on a point - Sample reported as Trace Amph

CLIENT SAMPLE ID#: FP 3
SAMPLE ID#: 1512-059-3

ANALYST: LT

STEREOBINOCULAR MICROSCOPY

ANALYSIS DATE: 12/16/15

Color: Beige Texture: Fr. Homogeneity: Yes Homogenization: —

Probable Fibers: CHR-40% FB-20% Non Fibrous: Vem.-10% Remarks:

POLARIZED-LIGHT MICROSCOPY

- Condenser Focused
- Condenser Centered
- Rotation Centered
- Polars Extinct
- Crosshair Privileged

IDENTIFICATION:

Morphology	Refractive Index ⊥	Refractive Index ∥	Sign of Elongation	Extinction Angle	Pleochroism Color	Birefringence	Other	Identity

Remarks:

QUANTITATION: 400 Point Counts

Chrysotile

ANALYSIS DATE: 12/16/15 Temp: 25°C

Slide 1		Slide 2		Slide 3		Slide 4		Slide 5		Slide 6		Slide 7		Slide 8	
Chry	Other	Chry	Other	Chry	Other	Chry	Other	Chry	Other	Chry	Other	Chry	Other	Chry	Other
0	50	0	50	0	50	0	50	0	50	0	50	0	50	0	50

Amphibole Asbestos

ANALYSIS DATE: 12/17/15 Temp: 25°C

Slide 1		Slide 2		Slide 3		Slide 4		Slide 5		Slide 6		Slide 7		Slide 8	
Amph	Other	Amph	Other	Amph	Other	Amph	Other	Amph	Other	Amph	Other	Amph	Other	Amph	Other
0	50	0	50	0	50	0	50	0	50	0	50	0	50	0	50

CALCULATIONS

COMPONENT	Chrysotile	Amphibole	Other	
Points Counted (PC)	0	0		
Total Points Counted (TP)	400	400		
Percentage (100*PC/TP)	0	0		

Verified: Date: 12/17/15 Remarks:

SAMPLE:	SAMPLE #:	FP-3
15-12-059-3	DATE:	12/17/2015
	ANALYST:	LT

INITIAL WEIGHTS		Comments
Weight of Crucible + Lid	28.2612	
Weight of Crucible + Lid + Sub-sample	32.6667	
Weight of Sub-sample	4.4055	
ASHING		
Weight of Crucible + Lid + Ash	31.8585	
Weight of Ash	3.5973	
Weight loss during ashing	0.8082	
Weight percent organic & water	18.3453%	
FLOTATION / ACID TEATMENT		
Weight of Dish for Floats	6.5964	
Weight of Dish + Floats	6.6719	
Weight of Floats	0.0755	
Weight Percent Floats	1.7138%	
Weight of Dish + Filter for Residue	6.6726	
Weight of Dish + Filter + Residue	7.6046	
Weight of Residue	0.9320	
Weight Loss During Acid Treatment	2.5898	
Weight Percent Acid-Soluble Materials	58.7856%	
Weight percent Residue	21.1554%	

PLM EXAMINATION OF RESIDUE (CHRYSOTILE)			Chrysotile Point Counts (Chrysotile / Other)					
Point Count:	Number of Occupied Points	400	Slide1:	0	50	Slide 5:	0	50
	Number of Chrysolite Points	0	Slide 2:	0	50	Slide 6:	0	50
	Percent Chrysotile by PTCT	0.0000	Slide 3:	0	50	Slide 7:	0	50
PERCENT CHRYSOTILE IN SAMPLE		0.0000%	Slide 4:	0	50	Slide 8:	0	50

HEAVY LIQUID CENTRIFUGATION	
Weight of Dish + Filter + Balance of Residue	7.5720
Weight of Balance of Residue	0.8994
Weight of Dish + Filter for Centrifugate	6.6741
Weight of Dish + Filter + Centrifugate	6.8065
Weight of Centrifugate	0.1324
Weight Percent Centrifugate	3.0053%

PLM EXAMINATION OF CENTRIFUGATE (AMPHIBOLE)			Amphibole Asbestos Point Counts (Amphibole / Other)					
Point Count:	Number of Occupied Points	400	Slide1:	0	50	Slide 5:	0	50
	Number of Amphibole Asbestos Poi	0	Slide 2:	0	50	Slide 6:	0	50
	Percent Amphiboles by PTCT	0.0000	Slide 3:	0	50	Slide 7:	0	50
PERCENT AMPHIBOLE ASBESTOS IN SAMPLE		0.0000%	Slide 4:	0	50	Slide 8:	0	50
PERCENT TOTAL ASBESTOS IN SAMPLE		0.0000%						

Yes — Chrysotile detected, but fibers did not lie on a point - Sample reported as Trace CH

Yes — Amphiboles detected, but fibers did not lie on a point - Sample reported as Trace Amph

CLIENT SAMPLE ID#: FB-4
SAMPLE ID#: 15-12-0594-4

ANALYST: CT

STEREOBINOCULAR MICROSCOPY

ANALYSIS DATE: 12/14/15

Color: Beige Texture: FR. Homogeneity: Yes Homogenization: -

Probable Fibers: CA-40%, FB-20% Non Fibrous: Vem.-10% Remarks:

POLARIZED-LIGHT MICROSCOPY

- Condenser Focused
- Condenser Centered
- Rotation Centered
- Polars Extinct
- Crosshair Privileged

IDENTIFICATION:

Morphology	Refractive Index		Sign of Elongation	Extinction Angle	Pleochroism Color	Birefringence	Other	Identity
	⊥	∥						

Remarks:

QUANTITATION: 400 Point Counts

Chrysotile

ANALYSIS DATE: 12/16/15 Temp: 25°C

Slide 1		Slide 2		Slide 3		Slide 4		Slide 5		Slide 6		Slide 7		Slide 8	
Chry	Other	Chry	Other	Chry	Other	Chry	Other	Chry	Other	Chry	Other	Chry	Other	Chry	Other
0	50	0	50	0	50	0	50	0	50	0	50	0	50	0	50

Amphibole Asbestos

ANALYSIS DATE: 12/17/15 Temp: 25°C

Slide 1		Slide 2		Slide 3		Slide 4		Slide 5		Slide 6		Slide 7		Slide 8	
Amph	Other	Amph	Other	Amph	Other	Amph	Other	Amph	Other	Amph	Other	Amph	Other	Amph	Other
0	50	0	50	0	50	0	50	0	50	0	50	0	50	0	50

CALCULATIONS

COMPONENT	Chrysotile	Amphibole	Other	
Points Counted (PC)	0	0		
Total Points Counted (TP)	400	400		
Percentage (100*PC/TP)	0	0		

Verified: Date: 12/17/15 Remarks:

SAMPLE:	SAMPLE #:	FP-4
15-12-059-4	DATE:	12/17/2015
	ANALYST:	LT

INITIAL WEIGHTS		Comments
Weight of Crucible + Lid	26.9625	
Weight of Crucible + Lid + Sub-sample	31.4560	
Weight of Sub-sample	4.4935	
ASHING		
Weight of Crucible + Lid + Ash	30.6378	
Weight of Ash	3.6753	
Weight loss during ashing	0.8182	
Weight percent organic & water	18.2085%	
FLOTATION / ACID TEATMENT		
Weight of Dish for Floats	6.6413	
Weight of Dish + Floats	6.7784	
Weight of Floats	0.1371	
Weight Percent Floats	3.0511%	
Weight of Dish + Filter for Residue	6.6706	
Weight of Dish + Filter + Residue	7.4769	
Weight of Residue	0.8063	
Weight Loss During Acid Treatment	2.7319	
Weight Percent Acid-Soluble Materials	60.7967%	
Weight percent Residue	17.9437%	

PLM EXAMINATION OF RESIDUE (CHRYSOTILE)			Chrysotile Point Counts (Chrysotile / Other)					
Point Count:	Number of Occupied Points	400	Slide1:	0	50	Slide 5:	0	50
	Number of Chrysotile Points	0	Slide 2:	0	50	Slide 6:	0	50
	Percent Chrysotile by PTCT	0.0000	Slide 3:	0	50	Slide 7:	0	50
PERCENT CHRYSOTILE IN SAMPLE		0.0000%	Slide 4:	0	50	Slide 8:	0	50

HEAVY LIQUID CENTRIFUGATION	
Weight of Dish + Filter + Balance of Residue	7.4400
Weight of Balance of Residue	0.7694
Weight of Dish + Filter for Centrifugate	6.6696
Weight of Dish + Filter + Centrifugate	6.7905
Weight of Centrifugate	0.1209
Weight Percent Centrifugate	2.6906%

PLM EXAMINATION OF CENTRIFUGATE (AMPHIBOLE)			Amphibole Asbestos Point Counts (Amphibole / Other)					
Point Count:	Number of Occupied Points	400	Slide1:	0	50	Slide 5:	0	50
	Number of Amphibole Asbestos Poi	0	Slide 2:	0	50	Slide 6:	0	50
	Percent Amphiboles by PTCT	0.0000	Slide 3:	0	50	Slide 7:	0	50
PERCENT AMPHIBOLE ASBESTOS IN SAMPLE		0.0000%	Slide 4:	0	50	Slide 8:	0	50
PERCENT TOTAL ASBESTOS IN SAMPLE		0.0000%						

Yes — Chrysotile detected, but fibers did not lie on a point - Sample reported as Trace CH

Yes — Amphiboles detected, but fibers did not lie on a point - Sample reported as Trace Amph

CLIENT SAMPLE ID#: FP-5 ANALYST: CT

SAMPLE ID#: 15-12-059-5

STEREOBINOCULAR MICROSCOPY

ANALYSIS DATE: 12/14/15

Color: Beige Texture: Fr. Homogeneity: Yes Homogenization: -

Probable Fibers: Cell-40%, Fb-20% Non Fibrous: Verm.-10% Remarks:

POLARIZED-LIGHT MICROSCOPY

- Condenser Focused
- Condenser Centered
- Rotation Centered
- Polars Extinct
- Crosshair Privileged

IDENTIFICATION:

Morphology	Refractive Index ⊥	Refractive Index ∥	Sign of Elongation	Extinction Angle	Pleochroism Color	Birefringence	Other	Identity

Remarks:

QUANTITATION: 400 Point Counts

Chrysotile

ANALYSIS DATE: 12/16/15 Temp: 23°C

Slide 1		Slide 2		Slide 3		Slide 4		Slide 5		Slide 6		Slide 7		Slide 8	
Chry	Other	Chry	Other	Chry	Other	Chry	Other	Chry	Other	Chry	Other	Chry	Other	Chry	Other
0	50	0	50	0	50	0	50	0	50	0	50	0	50	0	50

Amphibole Asbestos

ANALYSIS DATE: 12/17/15 Temp: 23°C

Slide 1		Slide 2		Slide 3		Slide 4		Slide 5		Slide 6		Slide 7		Slide 8	
Amph	Other	Amph	Other	Amph	Other	Amph	Other	Amph	Other	Amph	Other	Amph	Other	Amph	Other
0	50	0	50	0	50	0	50	0	50	0	50	0	50	0	50

CALCULATIONS

COMPONENT	Chrysotile	Amphibole	Other	
Points Counted (PC)	0	0		
Total Points Counted (TP)	400	400		
Percentage (100*PC/TP)	0	0		

Verified: Date: 12/17/15 Remarks:

SAMPLE:	SAMPLE #:	FP-5
15-12-059-5	DATE:	12/17/2015
	ANALYST:	LT

INITIAL WEIGHTS		Comments
Weight of Crucible + Lid	25.1241	
Weight of Crucible + Lid + Sub-sample	29.2673	
Weight of Sub-sample	4.1432	
ASHING		
Weight of Crucible + Lid + Ash	28.5233	
Weight of Ash	3.3992	
Weight loss during ashing	0.7440	
Weight percent organic & water	17.9571%	
FLOTATION / ACID TEATMENT		
Weight of Dish for Floats	6.6436	
Weight of Dish + Floats	6.7346	
Weight of Floats	0.0910	
Weight Percent Floats	2.1964%	
Weight of Dish + Filter for Residue	6.6715	
Weight of Dish + Filter + Residue	7.7026	
Weight of Residue	1.0311	
Weight Loss During Acid Treatment	2.2771	
Weight Percent Acid-Soluble Materials	54.9599%	
Weight percent Residue	24.8866%	

PLM EXAMINATION OF RESIDUE (CHRYSOTILE)			Chrysotile Point Counts (Chrysotile / Other)					
Point Count:	Number of Occupied Points	400	Slide 1:	0	50	Slide 5:	0	50
	Number of Chrysotile Points	0	Slide 2:	0	50	Slide 6:	0	50
	Percent Chrysotile by PTCT	0.0000	Slide 3:	0	50	Slide 7:	0	50
PERCENT CHRYSOTILE IN SAMPLE		0.0000%	Slide 4:	0	50	Slide 8:	0	50

HEAVY LIQUID CENTRIFUGATION	
Weight of Dish + Filter + Balance of Residue	7.5912
Weight of Balance of Residue	0.9197
Weight of Dish + Filter for Centrifugate	6.6671
Weight of Dish + Filter + Centrifugate	6.8396
Weight of Centrifugate	0.1725
Weight Percent Centrifugate	4.1634%

PLM EXAMINATION OF CENTRIFUGATE (AMPHIBOLE)			Amphibole Asbestos Point Counts (Amphibole / Other)					
Point Count:	Number of Occupied Points	400	Slide 1:	0	50	Slide 5:	0	50
	Number of Amphibole Asbestos Poi	0	Slide 2:	0	50	Slide 6:	0	50
	Percent Amphiboles by PTCT	0.0000	Slide 3:	0	50	Slide 7:	0	50
PERCENT AMPHIBOLE ASBESTOS IN SAMPLE		0.0000%	Slide 4:	0	50	Slide 8:	0	50
PERCENT TOTAL ASBESTOS IN SAMPLE		0.0000%						

Yes — Chrysotile detected, but fibers did not lie on a point - Sample reported as Trace CH

Yes — Amphiboles detected, but fibers did not lie on a point - Sample reported as Trace Amph

APPENDIX B

Langan's Certifications and Laboratory Accreditations

New York State – Department of Labor
Division of Safety and Health
License and Certificate Unit
State Campus, Building 12
Albany, NY 12240

ASBESTOS HANDLING LICENSE

Langan Engineering Environmental Surveying and
Landscape Architecture, DPC
8th Floor
21 Penn Plaza
360 West 31st Street
New York, NY 10001

FILE NUMBER: 13-70336
LICENSE NUMBER: 70336
LICENSE CLASS: RESTRICTED
DATE OF ISSUE: 02/12/2015
EXPIRATION DATE: 02/29/2016

Duly Authorized Representative – Vijay Patel:

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

Eileen M. Franko, Director
For the Commissioner of Labor

SH 432 (8/12)

NYC DEP ASBESTOS CONTROL PROGRAM

ASBESTOS CERTIFICATE



VELASQUEZ,
FERNANDO
INVESTIGATOR
114294

EXPIRES: 6/5/2017
DOB [redacted]

MUST BE CARRIED ON ALL ASBESTOS PROJECTS

DMV ID: 738955648

This certificate must be shown to a NYCDEP representative upon request. Report loss immediately to NYCDEP Asbestos Control Program, 8th floor 59-17 Junction Blvd., Flushing, NY 11373

01213 00656444 11

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE



FERNANDO VELASQUEZ
CLASS(EXPIRES)
CATEC(06/16) D INSP(06/16)
H PM (06/16)

CERT# 08-12559
DMV# 238955648

MUST BE CARRIED ON ASBESTOS PROJECTS

EYES [redacted]
HAIR
HGT

IF FOUND RETURN TO:
NYSDOL - L&C UNIT
ROOM 161A BUILDING 12
STATE OFFICE CAMPUS
ALBANY NY 12240

NYC DEP ASBESTOS CONTROL PROGRAM
ASBESTOS CERTIFICATE



MUNIRATHINAM,
PARTHIBAN
INVESTIGATOR
128650

EXPIRES: 6/9/2017 [redacted]

MUST BE CARRIED ON ALL ASBESTOS PROJECTS

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE

N.Y.S



PARTHIBAN MUNIRATHINAM
CLASS(EXPIRES)
C ATEC(06/16) D INSP(06/16)
H PM (06/16)

CERT# 10-21477

MUST BE CARRIED ON ASBESTOS PROJECTS