
CONDOMINIUM OFFERING PLAN
FOR

VITRE CONDOMINIUM

302 East 96th Street
New York, NY 10128
NEW YORK COUNTY

Forty Eight (48) Residential Units.....\$86,155,000.00
Eight (8) Parking Units.....\$ 1,560,000.00

Total Offering Price.....\$87,715,000.00

Sponsor:

WWML96, LLC

894 6th Avenue, 4th fl.
New York, NY 10001
(212) 465-8455

Selling Agent:

**BROWN HARRIS STEVENS
DEVELOPMENT MARKETING, LLC**

445 Park Avenue, 10th fl.
New York, NY 10022
(212) 381-4203

DATE OF ACCEPTANCE FOR FILING IS _____.

**THIS PLAN MAY NOT BE USED FOR MORE THAN TWELVE (12) MONTHS FROM SUCH
DATE UNLESS EXTENDED BY A DULY FILED AMENDMENT.**

SEE PAGE 3 FOR SPECIAL RISKS TO PURCHASERS

**BECAUSE SPONSOR IS RETAINING THE UNCONDITIONAL RIGHT TO RENT RATHER
THAN SELL UNITS AFTER PLAN CONSUMMATION, THIS PLAN MAY NOT RESULT IN
THE CREATION OF A CONDOMINIUM IN WHICH A MAJORITY OF THE UNITS ARE
OWNED BY OWNER-OCCUPANTS OR INVESTORS UNRELATED TO THE SPONSOR. (SEE
SPECIAL RISKS SECTION OF THE PLAN.) PURCHASERS FOR THEIR OWN OCCUPANCY
MAY NEVER GAIN CONTROL OF THE BOARD OF MANAGERS UNDER THE TERMS OF
THIS PLAN.**

**THIS OFFERING PLAN IS THE ENTIRE OFFER TO SELL THESE CONDOMINIUM 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.**

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PART I

SPECIAL RISKS

1. Sponsor will endeavor, in good faith, to sell in a reasonably timely manner, all Residential Units to Purchasers for personal occupancy of Purchasers or their immediate family. However, in the event that there is a significant decline in market values of at least 25% from the offering prices set forth in the Purchase Agreements counted toward effectiveness, Sponsor reserves the right to rent, rather than sell, after filing the Declaration of Condominium and the first transfer of title to a Unit to at least one Purchaser under the Plan, the Residential Units until there is an upturn in the market. Sponsor's good faith effort to sell to Purchasers will include listing Unsold Units with brokers, showing Unsold Units to broker and prospective Purchasers or their representatives, filing update amendments to the Plan and otherwise engaging in customary sales activities. Sponsor will disclose in an amendment to the Plan if it opts out to rent, rather than sell the Residential Units.

If Sponsor opts to rent, rather than sell, the Residential Units, the Plan may not result in the creation of a condominium in which a majority of the Units are owned by owner-occupants or investors unrelated to Sponsor. Under such circumstances, Sponsor will be under no obligation to sell more than 15% of the Units necessary to declare the Plan effective and owner-occupants may never gain effective control and management of the Condominium Association.

Sponsor cannot rent Residential Units prior to filing the Declaration of Condominium Association and the first transfer of title to a Residential Unit to at least one Purchaser under the Plan following a declaration of effectiveness by Sponsor and acceptance of the amendment by the Department of Law confirming or declaring the Plan effective. Please see "Rights and Obligations of Sponsor" Section of the Plan.

2. Sponsor has obtained construction loan in the amount of \$43,125,000.00 from Pacific Western Bank, having an address at 5404 Wisconsin Avenue, 2nd fl., Chevy Chase, MD 20815 ("Pacific").

Pursuant to the senior loan documents, in the event Sponsor submits the Property to a condominium, then following such submission, Sponsor shall not have a right, without Pacific's prior written consent, to:

- (1) amend, modify, supplement or terminate any of the Condominium Documents other than an amendment, modification or supplement which merely increases the price of any Unit, but, in any case, Pacific shall be given notice of any such amendment, modification or supplement;
- (2) sell or offer for sale any Units except in compliance with the Condominium Documents and all applicable legal requirements;
- (3) enter into any contract for the sale of a Unit unless (A) the same is on the Approved Condominium Purchase Agreement Form, (B) the sale is to a Condominium Buyer, (C) the sale price is greater than or equal to the Condominium Minimum Release Price, (D) the sale price is payable in full by bank or certified check or wire transfer of immediately available funds at closing, (E) the Plan has been accepted for filing with the Department of Law, (F) such

contract shall require the Condominium Buyer to deposit with the escrow agent under the Plan a non-refundable cash amount equal to not less than the Condominium Minimum Purchase Deposit and shall provide that such amount shall be retained by Sponsor as liquidated damages upon default beyond all applicable grace, notice and cure periods by the Condominium Buyer of its purchase obligation under such contract, (G) such contract shall be subject to no conditions upon the purchaser's obligation (except for financing contingencies, customary title conditions and rights of rescission required by law) and (H) the required Unit purchase date under such contract as soon as permitted by applicable laws and not later than thirty (30) days prior to December 31, 2019;

- (4) amend, modify or supplement any Qualifying Contract if such amendment, modification or supplement is a condominium material amendment, or terminate any Qualifying Contract (except for default on the part of a purchaser thereto but with prompt notice to Pacific), or permit any of the foregoing actions to be taken or (B) release any deposit under any Qualifying Contract, except in each case, in accordance with the terms of such Qualifying Contract and the loan documents;
- (5) abandon or materially change its plan for submission of the Property to the condominium regime of ownership; or
- (6) appoint any sales manager or listing agent for the Property without first having (A) obtained Pacific's prior written approval, such approval not to be unreasonably withheld or conditioned, and (B) delivered to Pacific a subordination and assignment of any such sales/listing agreement in form and substance reasonably satisfactory to Pacific.

The senior loan documents define:

- i. "Approved Condominium Purchase Agreement Form" as the form of sale contract for Units approved by Pacific in its permitted discretion prior to the date the first contract for sale of a Unit is entered into by a prospective buyer, together with such amendments, modifications, supplements and addenda thereto as are thereafter approved of (a) by Pacific in writing and (b) to the extent applicable, by the applicable governmental authority;
- ii. "Condominium Buyer" as a purchaser of not greater than two (2) Units pursuant to a Qualifying Contract (unless the bulk sale of more than two (2) Units to a single purchaser will repay the loan and all amounts owing under the loan documents, in full), which purchaser shall be, unless Pacific has given its prior written consent (in its good faith sole discretion) prior to Sponsor's (or Sponsor's agent's) execution of the applicable Qualifying Contract, (a) a third party unaffiliated with Sponsor or its principals and (b) acquiring the Unit with the intent to occupy such Unit and not as an investment; provided, however, with Pacific's prior written consent, which may be withheld in Pacific's permitted discretion, a purchaser may purchase more than two (2) Units as an investment and not for occupancy as a primary residence;

- iii. "Condominium Minimum Purchase Deposit" for each Unit, as an amount equal to not less than five percent (5%) of the total purchase price payable for such Unit under the applicable Qualifying Contract;
- iv. "Condominium Minimum Release Price" as to any Unit, as the minimum release price required to be paid to Pacific for the release of such Unit as provided in the senior loan documents;
- v. "Qualifying Contract" as a purchase and sale agreement for the sale of a Unit to a Condominium Buyer (a) which meets all of the following requirements: (i) is on the Approved Condominium Purchase Agreement Form with no condominium material amendments, other than those condominium material amendments approved in writing by Pacific prior to the execution of such purchase agreement, which approval may be withheld in Pacific's good faith sole discretion; (ii) provides for a minimum purchase price of not less than the applicable Condominium Minimum Release Price, and which does not include any deferred payments to be made by the Condominium Buyer thereunder; (iii) includes an allocation of closing costs between Sponsor and the Condominium Buyer no less favorable to Sponsor than is customary practice for comparable condominium sales in the area in which the Property is located; and (iv) otherwise is in compliance with the terms of the loan documents; or (b) is approved in writing by Pacific in advance of the execution thereof, which approval may be withheld in Pacific's good faith sole discretion.

Upon the sale of each Unit, Sponsor shall be entitled to a release of such Unit from the lien of Pacific's mortgage immediately upon receipt of payment set forth in Pacific's mortgage recorded against the Property.

Please see "Introduction" and "Rights and Obligations of Sponsor" Sections of the Plan.

3. Sponsor's junior member, WWML96MEZZ, LLC, ("Junior Member"), has obtained mezzanine loan in the amount of \$17,050,000.00.00 from Terra Secured Income Fund 5, LLC, having an address at 805 Third Avenue, New York, NY 10022, ("Terra"), which loan is secured by a Pledge and Security Agreement from Junior Member pursuant to which Terra is granted a first priority security interest in all of Junior Member's Junior Interests in Sponsor.

Pursuant to the mezzanine loan documents, Junior Member shall not and shall not permit Sponsor, without Terra's prior written consent, to:

- (1) amend, modify, supplement or terminate any of the Condominium Documents other than an amendment, modification or supplement which merely increases the price of any Unit, but, in any case, Terra shall be given notice of any such amendment, modification or supplement;
- (2) amend, modify or supplement the Condominium Minimum Release Price, or sell or offer for sale any Condominium Units except in compliance with the Condominium Documents and all applicable legal requirements;
- (3) enter into any contract for the sale of a Unit unless (A) the same is on the Approved Condominium Purchase Agreement Form, (B) the sale is to a

Condominium Buyer, (C) the sale price is greater than or equal to the Condominium Minimum Release Price, (D) the sale price is payable in full by bank or certified check or wire transfer of immediately available funds at closing, (E) the Plan has been accepted for filing with the Department of Law, (F) such contract shall require the Condominium Buyer to deposit with the escrow lender under the Plan a non-refundable cash amount equal to not less than the Condominium Minimum Purchase Deposit and shall provide that such amount shall be retained by Sponsor as liquidated damages upon default beyond all applicable grace, notice and cure periods by the Condominium Buyer of its purchase obligation under such contract, (G) such contract shall be subject to no conditions upon the purchaser's obligation (except for financing contingencies, customary title conditions and rights of rescission required by law) and (H) the required Unit purchase date under such contract as soon as permitted by applicable laws and not later than thirty (30) days prior to December 31, 2019;

- (4) amend, modify or supplement any Qualifying Contract if such amendment, modification or supplement is a condominium material amendment, or terminate any Qualifying Contract (except for default on the part of a purchaser thereto but with prompt notice to Terra), or permit any of the foregoing actions to be taken or (B) release any deposit under any Qualifying Contract, except in each case, in accordance with the terms of such Qualifying Contract and the loan documents;
- (5) abandon or materially change its plan for submission of the Property to the condominium regime of ownership;
- (6) appoint any sales manager or listing agent for the Property without first having (A) obtained Terra's prior written approval, such approval not to be unreasonably withheld or conditioned, and (B) delivered to Terra a subordination and assignment of any such sales/listing agreement in form and substance reasonably satisfactory to Terra.

The mezzanine loan documents define:

- i. "Approved Condominium Purchase Agreement Form" as the form of sale contract for Units approved by Terra in its permitted discretion prior to the date the first contract for sale of a Unit is entered into by a prospective buyer, together with such amendments, modifications, supplements and addenda thereto as are thereafter approved of (a) by Terra in writing and (b) to the extent applicable, by the applicable governmental authority;
- ii. "Condominium Buyer" as a purchaser of not greater than two (2) Units pursuant to a Qualifying Contract (unless the bulk sale of more than two (2) Units to a single purchaser will repay the loan and all amounts owing under the loan documents, in full), which purchaser shall be, unless Terra has given its prior written consent (in its good faith sole discretion) prior to Sponsor's (or Sponsor's agent's) execution of the applicable Qualifying Contract, (a) a third party unaffiliated with Sponsor or its principals and (b) acquiring the Unit with the intent to occupy such Unit and not as an investment; provided, however, with Terra's prior written consent, which may be withheld in Terra's permitted

- discretion, a purchaser may purchase more than two (2) Units as an investment and not for occupancy as a primary residence;
- iii. "Condominium Minimum Purchase Deposit" for each Unit, as an amount equal to not less than five percent (5%) of the total purchase price payable for such Unit under the applicable Qualifying Contract;
 - iv. "Condominium Minimum Release Price" as to any Unit, as the minimum release price required to be paid to Terra for the release of such Unit as provided in the senior loan documents;
 - v. "Qualifying Contract" as a purchase and sale agreement for the sale of a Unit to a Condominium Buyer (a) which meets all of the following requirements: (i) is on the Approved Condominium Purchase Agreement Form with no condominium material amendments, other than those condominium material amendments approved in writing by Terra prior to the execution of such purchase agreement, which approval may be withheld in Agent's good faith sole discretion; (ii) provides for a minimum purchase price of not less than the applicable Condominium Minimum Release Price, and which does not include any deferred payments to be made by the Condominium Buyer thereunder; (iii) includes an allocation of closing costs between Sponsor and the Condominium Buyer no less favorable to Sponsor than is customary practice for comparable condominium sales in the area in which the Property is located; and (iv) otherwise is in compliance with the terms of the loan documents; or (b) is approved in writing by Terra in advance of the execution thereof, which approval may be withheld in Terra's good faith sole discretion.

Pursuant to the mezzanine loan documents, Junior Member shall not and shall not permit Sponsor, without Terra's prior written consent to, sell any Unit without Terra's prior written consent. Provided no event of default under the loan documents exists, Terra shall, on Junior Member's written request, consent to the sale of any upon, among other things:

- (i) all conditions to the release of a Unit as set forth in the senior loan documents have been satisfied, including but not limited to, receipt by Pacific in cash or by wire transfer of immediately available funds or by certified or bank check payable to Pacific the greater of (x) the Condominium Minimum Release Price for such Unit and (y) one hundred percent (100%) of the Condominium Net Sale Proceeds in respect of each Unit;
- (ii) such Unit is not sold for less than the Condominium Minimum Release Price for such Unit.

From and after the Pacific's loan satisfaction date, as a condition to Terra's prior written consent to the sale of any Unit, Junior Member shall cause to be paid to Preferred Member, defined below, or Terra, at Terra's option, the greater of (w) the Minimum Release Price for such Unit, and (x) one hundred percent (100%) of the Mezzanine Net Sale Proceeds, ("Mezzanine Release Price").

Upon the closing of the sale of a Unit, Junior Member shall cause the title company acting as escrowee with respect to the closing of the sale of such Unit to pay the Mezzanine

Release Price, directly to Preferred Member or Terra by wire-transfer of immediately available funds; provided, however, that all Mezzanine Net Sale Proceeds shall be held in escrow by such escrowee and shall not be disbursed unless and until Terra has approved the settlement statement setting forth the disbursement of funds in accordance with the terms of the mezzanine loan documents.

Please see “Introduction” and “Rights and Obligations of Sponsor” Sections of the Plan.

4. Sponsor’s preferred member, Terra East 96, LLC, (“Preferred Member”), has made a capital contribution to Sponsor in the amount of \$1,150,000.00, and made a commitment for an additional capital contribution in the amount of \$450,000.00.

Pursuant to the Sponsor’s operating agreement, Sponsor’s sole manager, WWDG, LLC, (“Manager”), shall not execute or cause to be filed any Condominium Documents without Preferred Member’s prior written consent, which may be provided in Preferred Member’s sole but reasonable discretion. Manager shall not surrender, terminate or cancel any Condominium Documents, nor shall Manager modify, change, supplement, alter or amend, or waive or release any of its rights and remedies under, any Condominium Documents without Preferred Member’s prior written consent in each instance.

Manager on behalf of Sponsor shall obtain Preferred Member’s prior written consent to the form of contract of sale which Sponsor shall use for the sale of any Condominium Unit (the “Approved Condominium Purchase Agreement Form”), and Manager on behalf of Sponsor shall not modify, change, supplement, alter or amend, or waive or release any of its rights and remedies under the Approved Condominium Purchase Agreement Form without the prior written consent of Preferred Member.

Please see “Introduction” and “Rights and Obligations of Sponsor” Sections of the Plan.

5. Notwithstanding anything to the contrary, if either Pacific or Terra becomes Sponsor’s successor in connection with Unsold Units by means of foreclosure or deed in lieu of foreclosure, they will not assume the status of Sponsor for those Units under the Plan, applicable law or regulations. Nor will they assume any of the obligations of Sponsor for those Units under the Plan, applicable law or regulations. Nor will they defend any suits or proceedings arising out of Sponsor’s acts, omissions or representations and indemnify the Board of Managers and the Unit Owners. Please see “Rights and Obligations of Sponsor” Section of the Plan.

6. Each Residential Unit will contain a hook-up for a washer and dryer. However, Sponsor will not provide a washer and dryer to the Residential Units. Please see “Description of Property and Improvements” Section of the Plan.

7. The Plan calls for the sale of eight (8) Parking Units. A Parking Unit can only be purchased by a Residential Unit Owner. None of the Parking Units will be land-locked.

Parking Unit P06 has been designated handicapped and will be the last Parking Unit to be sold if it has not previously been sold to a Purchaser who himself or herself or a member of his

or her family has a vehicle with handicapped plates. Please see “Introduction” Section of the Plan.

8. As a result of congressionally mandated reforms required by the Biggert-Waters Flood Insurance Reform Act of 2012 (hereinafter called “Biggert Waters”), as amended and partially repealed by the Homeowner Flood Insurance Affordability Act of 2014 (hereinafter called “HFIAA”) (Biggert Waters and HIFFA are collectively, the “Reform Legislation”), the National Flood Insurance Program revised flood insurance rates and other charges for new or existing flood insurance policies as of April 1, 2015. The changes resulted in rate increases for most new and renewed policies, increases in the reserve fund assessments payable by policy holders to the Federal Emergency Management Agency (hereinafter called “FEMA”) and the implementation of an annual surcharge on all new and renewed policies. Premiums for policy holders currently paying subsidized flood insurance rates will increase annually until the premiums reach their full-risk rates.

In addition, FEMA is in the process of updating the currently effective Flood Insurance Rate Maps (hereinafter called “FIRMS”) for New York and New Jersey. Pending the issuance of officially revised FIRMS, FEMA has issued preliminary FIRMS and other flood hazard data to apprise communities of the latest flood hazard data available, [FEMA currently projects that the preliminary FIRMS will be officially adopted in 2016.] The preliminary FIRMS show that some communities will be mapped into higher risk flood zones, which will also impact flood insurance costs. Purchasers may obtain more information at <https://www.fema.gov/national-flood-insurance-program/flood-insurance-reform> and <http://www.region2coastal.com/faqs/general-faqs>. Purchasers are advised to confer with their insurance advisers regarding flood insurance coverage and costs for their units. Please see Schedule B for further details regarding flood insurance costs. Please see “Description of Property and Improvements” Section of the Plan.

9. Units 302 to 1602, 303 to 1603, PH1, PH2S, PH2N, PH3S, PH3N, PH4, PH5 and PH6 will have one lot line window facing West, which may be blocked in the future by a building constructed at the adjoining property. However, none of the light and air requirements will be provided through this lot line window, and a blocking of this lot line window will not change the legal use of the room of each Unit having the lot line window. If the neighboring property is developed there may be an obligation to seal the lot line windows, which will be an additional expense for Purchasers. Please see “Description of Property and Improvements” Section of the Plan.

10. The Building will have two (2) Storage Spaces, located on the first floor of the Building. They will be the Limited Common Elements of Residential Units PH5 and PH6.

The Storage Spaces may only be used for storage of personal effects of Residential Units PH5 and PH6. In no event shall any (a) valuable items, (b) animals, (c) food or other perishable items, (d) hazardous substances, (e) flammable, combustible, explosive or other dangerous items, (f) items which have an objectionable odor or which may spoil or decay, or (g) items which may impose a health or safety threat or cause dirt or other sanitary problems or create a nuisance, be stored therein. The Storage Space may not be used as dwelling space. The use of a Storage Space as a dwelling space may result in a violation being placed against the Building. The Unit

Owner, who caused the violation, will be obligated to remove it and pay all fines associated with the violation. Please see “Description of Property and Improvements” Section of the Plan.

11. The approximate floor area of each Residential Unit is measured from the exterior face of exterior walls adjacent to the Residential Unit to the centerline of the demising walls between the Residential Units, corridors, elevator and stairs.

The above measurements are not based from interior surfaces of interior walls. Therefore, the actual area comprising each Residential Unit is significantly less than the area listed in Schedule A.

The above measurements of each Residential Unit significantly exceed the actual usable floor area of the Residential Unit. Please see “Footnotes to Schedule A” Section of the Plan.

12. The Federal Deposit Insurance Corporation, (hereinafter called “FDIC”), is an independent agency of the United States government that protects the funds depositors place in banks and savings associations. The standard insurance amount is \$250,000.00 per depositor, per insured bank, for each account ownership category.

The escrow account of TSYNGAUZ & ASSOCIATES, P.C. is with Capital One, N.A.

Capital One, N.A. is a FDIC-insured depository institution. Should Capital One, N.A. suffer a bank failure, when asserting a claim for a loss covered by FDIC insurance, the account holder, TSYNGAUZ & ASSOCIATES, P.C., will be deemed a nominal account holder and Purchasers will be deemed the depositors to whom the standard insurance limit apply. In such a case, Purchasers’ funds in excess of the limit may not be insured.

If Purchaser has accounts at the same bank as the Sponsor’s account that holds escrowed funds, Purchaser’s funds at the escrow bank factor into the \$250,000.00 insurance limit. Please see “Procedure to Purchase” Section of the Plan.

13. Provided Sponsor is ready, willing and able to close title in accordance with the Purchaser Agreement, if Purchaser fails for any reason to close title to the Unit on the originally scheduled closing:

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

Purchaser shall also be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in defending Sponsor's rights under the Purchase Agreement or, in the event Purchaser defaults under the Purchase Agreement beyond any applicable grace period, in canceling the Purchase Agreement or otherwise enforcing Sponsor's rights or Purchaser's obligations under the Purchase Agreement. Please see "Unit Closing Costs and Adjustments" Section of the Plan.

14. **TIME IS OF THE ESSENCE** with respect to Purchaser's obligations to pay the Balance of the Purchase Price and to pay, perform or comply with Purchaser's other obligations under the Purchase Agreement. Upon the occurrence of an Event of Default defined in the Purchase Agreement, Sponsor, in its sole discretion, may elect by notice to Purchaser to cancel the Purchase Agreement. If Sponsor elects to cancel, Purchaser shall have thirty (30) days from the giving of the written notice of cancellation to cure the specified default.

If the default is not cured within such thirty (30) days, **TIME BEING OF THE ESSENCE**, then the Purchase Agreement will be deemed cancelled, and Sponsor will have the right to retain the deposit and actual costs incurred by Sponsor for any upgrades, extras, special or custom work in the Unit ordered by Purchaser, as and for liquidated damages. Upon the cancellation of the Purchase Agreement, 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 the Purchase Agreement and the Plan, and the Unit may be sold to another as though the Purchase Agreement had never been made, and without any obligation to account to Purchaser for any of the proceeds of such sale.

Sponsor must make a written demand for payment after default at least thirty (30) days before forfeiture of the deposit may be declared.

TIME IS OF THE ESSENCE means that Purchasers must perform their obligations under the Purchase Agreement at the time certain regardless of whether they are sick, disabled, or cannot attend the closing for any other reason.

Please see "Procedure to Purchase" Section of the Plan.

15. Prior to the first closing, the entire Building will be insured by Sponsor. After the first closing, the entire Building will be insured by the Condominium Association.

Risk of loss from fire or other casualty remains with Sponsor until legal title to the Unit has been conveyed to Purchaser, unless Purchaser, with the prior written consent of Sponsor, takes possession of the Unit before the closing. In such a case, Purchaser will assume risk of loss not covered by insurance.

Sponsor shall have no obligation or liability to repair or restore the Unit. If Sponsor elects to repair or restore the Unit, Sponsor shall notify Purchaser within sixty (60) days of the damage to the Unit. In the event Sponsor notifies Purchaser that it does not elect to repair or restore the Unit (which election shall be made within sixty (60) days of the damage to the Unit), or, if the Declaration has been recorded prior thereto and the Unit Owners do not resolve to make

such repairs or restoration pursuant to the By-Laws, the Purchase Agreement shall be deemed cancelled and all monies paid on account of the purchase price shall be returned to Purchaser within thirty (30) business days of Sponsor's notification to Purchaser that it does not elect to repair or restore the Unit or Unit Owners' notification that they do not intend to repair or restore the Unit pursuant to the By-Laws. 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 the Purchase Agreement and the Plan, except that if Purchaser is then in default hereunder (beyond any applicable grace period), Sponsor shall retain the deposit and actual costs incurred by Sponsor for any upgrades, extras, special or custom work in the Unit ordered by Purchaser, as and for liquidated damages. Please see "Procedure to Purchase" Section of the Plan.

16. Purchaser's obligation to purchase a Unit is contingent upon issuance, on or before forty five (45) days after a fully executed copy of the Purchase Agreement is given to Purchaser or Purchaser's attorney, (hereinafter called the "Commitment Date"), of a written commitment from Citizens Bank, N.A. having an address at 125 Park Avenue, 18th fl., New York NY 10017 [Attn.: Rolan Shnyder, (212) 857-6686], (hereinafter called the "Preferred Lender").

PURCHASERS UNDERSTAND THAT PURCHASERS ARE FREE TO SEEK FINANCING DIRECTLY FROM OTHER LENDERS, EITHER SOLELY OR PARALLEL WITH THE APPLICATION TO THE PREFERRED LENDER, BUT THE CONTINGENCY CONTAINED IN THIS SECTION SHALL ONLY APPLY IF AN APPLICATION ON THE ABOVE-SPECIFIED TERMS IS MADE IN GOOD FAITH TO THE PREFERRED LENDER AND IS DILIGENTLY PURSUED. THEREFORE, REFUSAL BY ANY LENDER TO MAKE A COMMITMENT TO PURCHASERS WILL NOT ENTITLE PURCHASERS TO CANCEL THE PURCHASE AGREEMENTS OR RECEIVE A REFUND OF THE DEPOSIT.

Purchaser shall (i) make prompt application to the Preferred Lender, for such mortgage loan within five (5) days after the fully executed copy of the Purchase Agreement is given to Purchaser or Purchaser's attorney, (ii) furnish to the Preferred Lender accurate and complete information regarding Purchaser and members of Purchaser's family, as required, (iii) pay all fees, points and charges required in connection with such application and loan, (iv) pursue such application with diligence, and (v) cooperate in good faith with the Preferred Lender. **IF PURCHASER FAILS TO COMPLY WITH THESE OBLIGATIONS, PURCHASER SHALL BE DEEMED TO HAVE WAIVED PURCHASER'S RIGHT TO CANCEL THE PURCHASE AGREEMENT AND TO RECEIVE A REFUND OF THE DEPOSIT BY REASON OF THE CONTINGENCY.**

If the Preferred Lender denies Purchaser's application in writing prior to the Commitment Date or if no Commitment is issued by the Preferred Lender on or before the Commitment Date, then, provided that Purchaser has complied with all his obligations set forth in the preceding paragraph, Purchaser will have a right of rescission until the midnight of the tenth day following the Commitment Date. Purchaser must either personally deliver a written notice of rescission to Sponsor or Selling Agent prior to the midnight of said tenth day or mail the notice of rescission

by certified or registered mail, return receipt requested, to Sponsor or Selling Agent so that mailing is post-marked by post-office prior to the midnight of said tenth day. If Purchaser fails to give timely notice of cancellation, then Purchaser will be deemed to have waived Purchaser's right to cancel the Purchase Agreement and to receive a refund of the deposit by reason of the contingency.

If a Commitment was issued but it lapsed or expired prior to the closing, Purchaser will make a good faith effort to extend the Commitment and pay all required costs, fees and expenses to extend the Commitment up to the closing. In no event whatsoever will Sponsor be liable for any costs, fees or expenses relating to the extension of the Commitment, even if the lapse or expiration of the Commitment resulted from a delay in the closing caused by Sponsor.

However, if a Commitment was issued but it lapsed or expired prior to the closing, and Purchaser has made a good faith effort to extend the Commitment, but the Preferred Lender nevertheless refused or failed to extend the Commitment, Purchaser will have a right of rescission until the midnight of the fifteenth day following notice from the Preferred Lender of its failure or refusal to extend the Commitment. Purchaser must either personally deliver a written notice of rescission to Sponsor or Selling Agent prior to the midnight of said fifteenth day or mail the notice of rescission by certified or registered mail, return receipt requested, to Sponsor or Selling Agent so that mailing is post-marked by post-office prior to the midnight of said fifteenth day. If Purchaser fails to give timely notice of cancellation, then Purchaser will be deemed to have waived Purchaser's right to cancel the Purchase Agreement and to receive a refund of the deposit by reason of the contingency.

If Purchaser acts in good faith and the Preferred Lender revokes a Commitment after the Commitment Date, Purchaser will have a right of rescission until the midnight of the fifteenth day following notice from the Preferred Lender of its revocation of the Commitment. Purchaser must either personally deliver a written notice of rescission to Sponsor or Selling Agent prior to the midnight of said fifteenth day or mail the notice of rescission by certified or registered mail, return receipt requested, to Sponsor or Selling Agent so that mailing is post-marked by post-office prior to the midnight of said fifteenth day. If Purchaser fails to give timely notice of cancellation, then Purchaser will be deemed to have waived Purchaser's right to cancel the Purchase Agreement and to receive a refund of the deposit by reason of the contingency.

If a Commitment was issued but its terms changed prior to the closing, Purchaser shall nevertheless be required to purchase a Unit.

The Condominium complies with the Preferred Lender's requirements applicable to condominiums, including without limitation, the amount of the Reserve Fund and the By-Laws. The Preferred Lender requires at least 35% of the Residential Units to be in contract and 50% of the Residential Units to be owner-occupied. As the closing of Purchaser's loan is contingent upon the satisfaction of these conditions, it is a special risk that even if a Purchaser obtains and satisfies all conditions of the financing commitment applicable to the Purchaser, the closing of the loan may be delayed or may not occur if the minimum sales and owner-occupancy requirements are not satisfied. If the Preferred Lender does not close a Purchaser's loan for this

reason, Sponsor will grant such Purchaser a right of rescission and a reasonable period of time to exercise such right. Please see “Procedure to Purchase” Section of the Plan.

17. Although Sponsor has a statutory obligation to pay the New York City and New York State real property transfer taxes, Sponsor is transferring said obligation to Purchasers. Purchasers will pay the New York City real property transfer tax to the Department of Finance of the City of New York. The tax is 1.00% of the consideration for the Parking Unit and Residential Unit of \$500,000.00 or less and 1.425% of the consideration for the Parking Unit and Residential Unit of more than \$500,000.00.

Purchasers will also pay the New York State real property transfer tax to the Department of Finance of the City of New York. The tax is 0.4% of the consideration for the Residential Unit and Parking Unit.

The consideration is the purchase price of the Unit plus the New York City and New York State real property transfer taxes calculated on the amount of the purchase price.

Purchaser will pay the fee of \$1,000.00 to Sponsor as partial reimbursement for the cost of preparing the Plan.

Provided Sponsor is ready, willing and able to close title in accordance with the Purchaser Agreement, if Purchaser fails for any reason to close title to the Unit on the originally scheduled closing, Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under the Purchase Agreement and the Plan, an amount equal to 0.03% of the purchase price for each day starting from and including the originally scheduled closing to and including the day before the actual closing. Please see “Unit Closing Costs and Adjustments” Section of the Plan.

18. Sponsor is not obligated to obtain a final certificate of occupancy before the first closing.

Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a final certificate of occupancy, (hereinafter called “FCO”), covering the entire building but with only a temporary certificate of occupancy, (hereinafter called “TCO”), and sometimes with several successive temporary certificates of occupancy. Certificates of occupancy are general governed by Section 301 of the Multiple Dwelling Law of the State of New York and local building codes and rules. Both TCOs and FCOs are issued by the New York City Department of Buildings, (hereinafter called “DOB”). A TCO is intended to indicate that the property conforms substantially to the DOB approved plans and specifications, and to the requirement of all applicable laws, rules, and regulations for the uses and occupancies specified in the TCO. No change of use or occupancy shall be made unless a new certificate of occupancy is issued. All TCOs have an expiration date. A TCO typically expires 90 days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units. In New York City, it is common for sponsors to comment unit closings when some or all units are

covered by a TCO rather than a FCO. Sponsor anticipates this scenario to occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof, and ultimately for obtaining a FCO covering the entire Building. However, Sponsor and its principals make no representation or guarantee that DOB will issue the FCO within two years, which is the timeframe anticipated by the Multiple Dwelling Law for issuance of a FCO. NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATE TO PROCURE THE FINAL CERTIFICATE OF OCCUPANCY FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE FCO WITHIN SUCH TWO YEAR PERIOD WHILE KEEPING THE TCO CURRENT. Unit Owners and the Board of Managers shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings.

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

Purchasers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have a FCO. A Factsheet on Certificates of Occupancy is available on the DOB website at:

http://www.nyc.gov/html/dob/downloads/pdf/co_factsheet.pdf.

Please see “Rights and Obligations of Sponsor” Section of the Plan.

19. Housing Merchant Implied Warranty (Article 36-B of the General Business Law of the State of New York) does not apply to this offering because the Building consists of more than five (5) stories. Thus, Sponsor will not provide the warranty required by that Article.

The Sponsor’s obligation, regardless of any limitations in the warranty or in this offering plan, is to construct the Building and the Units in accordance with all applicable codes and filed plans and specifications. Any conflict between the disclaimers and the Sponsor’s obligation to construct the Building and the Units in accordance with all applicable codes and filed plans and specifications shall be resolved in favor of the latter. Please see “Rights and Obligations of Sponsor” Section of the Plan.

20. No bond or other security has been posted to secure Sponsor’s obligations under the Plan. Please see “Rights and Obligations of Sponsor” Section of the Plan.

21. Sponsor or Sponsor-designee will retain voting control of the Board of Managers for five (5) years after the closing of title to the first Unit or whenever the Unsold Units constitute, less than 50% of the Common Interests, whichever is sooner. Please see “Control by Sponsor” Section of the Plan.

22. The By-Laws of the Condominium Association do not include a provision that after the expiration of initial sponsor voting control period, a majority of the Board of Managers

must be owner-occupants or members of an owner-occupant's household who are unrelated to Sponsor and its principals. Owner-occupants and non-resident owners, including Sponsor, may have inherent conflicts on how the Condominium Association should be managed because of their reasons for purchasing, i.e., purchase as a home as opposed to as an investment. Please see "Control by Sponsor" Section of the Plan.

23. Real estate tax benefits pursuant to Section 421-A of the Real Property Tax Law of the State of New York will not be available to the Units.

IN THE EVENT THERE ARE INCREASES IN THE REAL ESTATE TAX RATE OR THE UNIT'S ASSESSED VALUATION, REAL ESTATE TAXES MAY BE HIGHER THAN SET FORTH IN THE PLAN FOR THE FIRST YEAR OF OPERATION OF THE CONDOMINIUM AND IN FUTURE YEARS. HENCE, INDIVIDUAL CARRYING COSTS FOR ALL UNITS WILL ALSO BE HIGHER.

Please see "Real Estate Taxes" Section of the Plan.

24. While Sponsor is in control of the Board of Managers of the Condominium Association, the reserve fund or working capital fund may not be used to reduce the projected Common Charges in the Plan. Please see "Working Capital Fund" and "Reserve Fund" Sections of the Plan.

25. Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of apartments in a building or group of buildings be sold before a lender will consider making a loan. Thus, it may be possible for a purchaser to experience difficulty obtaining a loan in a building or group of buildings where the sponsor or holder of unsold shares has not sold a substantial percentage of the apartments in the building or group of buildings, which in some cases may be as high as 70%. Moreover, some lenders will not provide financing in a building or group of buildings where an investor other than the original sponsor has an ownership interest of 10% or more. It also may be difficult for a purchaser to resell an apartment if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions.

26. Purchasers should note that even if the first Residential Unit closing occurs on or before September 1, 2018 or within the twelve month period thereafter, the closing of subsequent Units may be substantially delayed beyond such dates if a temporary certificate of occupancy has not been issued for such Units or for the floor on which such Units are located. In such case, provided that Sponsor is diligently pursuing completion of construction and the issuance of a certificate of occupancy and is otherwise in compliance with its obligations under the Plan, Purchasers will not be entitled to a right of rescission or to make claims against Sponsor for damages or losses as a result of such delays and will not be excused from paying the full purchase price for the Unit.

PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.

In the event however, Sponsor cannot convey title to the Unit on or before twelve (12) months from the date of the first Residential Unit closing, affected Purchasers will be afforded the right of rescission. Please see "Procedure to Purchase" Section of the Plan.

27. Each Unit Owner shall notify the Board of Managers or Managing Agent of the Condominium Association, if any, in writing when a child, or children, under the age of eleven (11) years lives or resides (even temporarily) in the Unit. Each Unit Owner shall install, at such Unit Owner's expense, the required window guards (or safety "stops" in lieu of window guards, designated specifically to prevent a child from falling out of a window) in all windows of the Unit in compliance with all applicable New York City Administrative Code requirements. The Unit Owner should maintain all window guards (or stops) installed in the Unit and shall not remove same until permitted by applicable law and in any event, without prior written notice to the Managing Agent. Please see "Rules and Regulations" Section of Part II of the Plan.

28. Refuse should not be placed on the sidewalk except on days of collection. Placing refuse on the sidewalk on days other than days of collection may result in a fine or penalty being levied against the Building. In turn, the Board of Managers will seek compensation for said fine or penalty from the Unit Owner, who caused said fine or penalty. Please see "Rules and Regulations" Section of Part II of the Plan.

29. The limited common elements of the Units such as balconies, private terraces and storage spaces are uninhabitable spaces. They may not be legally used as a bedroom or living room. Their use as bedroom or living room may result in a building code violation being issued against the Building. Please see Schedule A of the Plan.

30. Birds and pets, whose weight does not exceed 35 lbs., may be kept or harbored in a Unit or the Building. However, no more than one pet or bird may be kept or harbored in a Unit. Please see "Rights and Obligations of the Unit Owners and the Board of Managers" Section of the Plan.

INTRODUCTION

Sponsor is offering for sale forty eight (48) Residential Units and eight (8) Parking Units at the Property, located at 302 East 96th Street, New York, NY 10128 as a Condominium to be known as Vitre Condominium, (hereinafter called the “Condominium”). The following pertinent information is set forth with respect thereto:

1. Sponsor may not, under law, offer for sale Condominium Units unless and until a Condominium Offering Plan, (hereinafter called the “Plan”), has been accepted for filing by the Department of Law of the State of New York, (hereinafter called the “Department of Law”). The purpose of the Plan is to set forth all the material terms of the offer to sell the Units in the Condominium. The Plan may be amended from time to time when an amendment is filed with the Department of Law. Such an amendment shall be served on:

- i. Purchasers who have executed and delivered Purchase Agreements to Sponsor or Selling Agent and whose Purchase Agreements are in effect,
- ii. Unit Owners, and
- iii. any other person entitled to service pursuant to local law or regulation.

2. The Condominium is subject to and complies with Article 9-B of the Real Property Law of the State of New York, as amended, (hereinafter called the “Condominium Act”).

3. Sponsor is WWML96, LLC, having an address at 894 6th Avenue, 4th fl., New York, NY 10001. The Property consists of one (1) parcel, identified as Lot 47 in Block 1558 in the County and State of New York. Sponsor acquired it on March 10, 2015. On March 10, 2015, Sponsor also acquired 10,000 square feet of development rights from parcel identified as Lot 49 in Block 1558 the County and State of New York.

4. Sponsor will endeavor, in good faith, to sell in a reasonably timely manner, all Residential Units to Purchasers for personal occupancy of Purchasers or their immediate family. However, in the event that there is a significant decline in market values of at least 25% from the offering prices set forth in the Purchase Agreements counted toward effectiveness, Sponsor reserves the right to rent, rather than sell, after filing the Declaration of Condominium Association and the first transfer of title to a Unit to at least one Purchaser under the Plan, the Residential Units until there is an upturn in the market. Sponsor’s good faith effort to sell to Purchasers will include listing Unsold Units with brokers, showing Unsold Units to broker and prospective Purchasers or their representatives, filing update amendments to the Plan and otherwise engaging in customary sales activities. Sponsor will disclose in an amendment to the Plan if it opts out to rent, rather than sell the Residential Units.

Sponsor does not intend to make a bulk sale of all or some of its Unsold Units. Bulk sales are not permitted pursuant to the terms of the senior loan documents of the Construction Lender and mezzanine loan documents of the Mezzanine Lender, unless the bulk sale of more than two (2) Units to a single purchaser will repay the loans and all amounts owing under the loan documents, in full.

5. Sponsor has obtained construction loan in the amount of \$43,125,000.00 from Pacific Western Bank, having an address at 5404 Wisconsin Avenue, 2nd fl., Chevy Chase, MD 20815 ("Pacific").

Pursuant to the senior loan documents, in the event Sponsor submits the Property to a condominium, then following such submission, Sponsor shall not have a right, without Pacific's prior written consent, to:

- (1) amend, modify, supplement or terminate any of the Condominium Documents other than an amendment, modification or supplement which merely increases the price of any Unit, but, in any case, Pacific shall be given notice of any such amendment, modification or supplement;
- (2) sell or offer for sale any Units except in compliance with the Condominium Documents and all applicable legal requirements;
- (3) enter into any contract for the sale of a Unit unless (A) the same is on the Approved Condominium Purchase Agreement Form, (B) the sale is to a Condominium Buyer, (C) the sale price is greater than or equal to the Condominium Minimum Release Price, (D) the sale price is payable in full by bank or certified check or wire transfer of immediately available funds at closing, (E) the Plan has been accepted for filing with the Department of Law, (F) such contract shall require the Condominium Buyer to deposit with the escrow agent under the Plan a non-refundable cash amount equal to not less than the Condominium Minimum Purchase Deposit and shall provide that such amount shall be retained by Sponsor as liquidated damages upon default beyond all applicable grace, notice and cure periods by the Condominium Buyer of its purchase obligation under such contract, (G) such contract shall be subject to no conditions upon the purchaser's obligation (except for financing contingencies, customary title conditions and rights of rescission required by law) and (H) the required Unit purchase date under such contract as soon as permitted by applicable laws and not later than thirty (30) days prior to December 31, 2019;
- (4) amend, modify or supplement any Qualifying Contract if such amendment, modification or supplement is a condominium material amendment, or terminate any Qualifying Contract (except for default on the part of a purchaser thereto but with prompt notice to Pacific), or permit any of the foregoing actions to be taken or (B) release any deposit under any Qualifying Contract, except in each case, in accordance with the terms of such Qualifying Contract and the loan documents;
- (5) abandon or materially change its plan for submission of the Property to the condominium regime of ownership; or
- (6) appoint any sales manager or listing agent for the Property without first having (A) obtained Pacific's prior written approval, such approval not to be unreasonably withheld or conditioned, and (B) delivered to Pacific a subordination and assignment of any such sales/listing agreement in form and substance reasonably satisfactory to Pacific.

The senior loan documents define:

- i. "Approved Condominium Purchase Agreement Form" as the form of sale contract for Units approved by Pacific in its permitted discretion prior to the date the first contract for sale of a Unit is entered into by a prospective buyer, together with such amendments, modifications, supplements and addenda thereto as are thereafter approved of (a) by Pacific in writing and (b) to the extent applicable, by the applicable governmental authority;
- ii. "Condominium Buyer" as a purchaser of not greater than two (2) Units pursuant to a Qualifying Contract (unless the bulk sale of more than two (2) Units to a single purchaser will repay the loan and all amounts owing under the loan documents, in full), which purchaser shall be, unless Pacific has given its prior written consent (in its good faith sole discretion) prior to Sponsor's (or Sponsor's agent's) execution of the applicable Qualifying Contract, (a) a third party unaffiliated with Sponsor or its principals and (b) acquiring the Unit with the intent to occupy such Unit and not as an investment; provided, however, with Pacific's prior written consent, which may be withheld in Pacific's permitted discretion, a purchaser may purchase more than two (2) Units as an investment and not for occupancy as a primary residence;
- iii. "Condominium Minimum Purchase Deposit" for each Unit, as an amount equal to not less than five percent (5%) of the total purchase price payable for such Unit under the applicable Qualifying Contract;
- iv. "Condominium Minimum Release Price" as to any Unit, as the minimum release price required to be paid to Pacific for the release of such Unit as provided in the senior loan documents;
- v. "Qualifying Contract" as a purchase and sale agreement for the sale of a Unit to a Condominium Buyer (a) which meets all of the following requirements: (i) is on the Approved Condominium Purchase Agreement Form with no condominium material amendments, other than those condominium material amendments approved in writing by Pacific prior to the execution of such purchase agreement, which approval may be withheld in Pacific's good faith sole discretion; (ii) provides for a minimum purchase price of not less than the applicable Condominium Minimum Release Price, and which does not include any deferred payments to be made by the Condominium Buyer thereunder; (iii) includes an allocation of closing costs between Sponsor and the Condominium Buyer no less favorable to Sponsor than is customary practice for comparable condominium sales in the area in which the Property is located; and (iv) otherwise is in compliance with the terms of the loan documents; or (b) is approved in writing by Pacific in advance of the execution thereof, which approval may be withheld in Pacific's good faith sole discretion.

Upon the sale of each Unit, Sponsor shall be entitled to a release of such Unit from the lien of Pacific's mortgage immediately upon receipt of payment set forth in Pacific's mortgage recorded against the Property.

6. Sponsor's junior member, WWML96MEZZ, LLC, ("Junior Member"), has obtained mezzanine loan in the amount of \$17,050,000.00.00 from Terra Secured Income Fund 5, LLC, having an address at 805 Third Avenue, New York, NY 10022, ("Terra"), which loan is secured by a Pledge and Security Agreement from Junior Member pursuant to which Terra is granted a first priority security interest in all of Junior Member's Junior Interests in Sponsor.

Pursuant to the mezzanine loan documents, Junior Member shall not and shall not permit Sponsor, without Terra's prior written consent, to:

- (1) amend, modify, supplement or terminate any of the Condominium Documents other than an amendment, modification or supplement which merely increases the price of any Unit, but, in any case, Terra shall be given notice of any such amendment, modification or supplement;
- (2) amend, modify or supplement the Condominium Minimum Release Price, or sell or offer for sale any Condominium Units except in compliance with the Condominium Documents and all applicable legal requirements;
- (3) enter into any contract for the sale of a Unit unless (A) the same is on the Approved Condominium Purchase Agreement Form, (B) the sale is to a Condominium Buyer, (C) the sale price is greater than or equal to the Condominium Minimum Release Price, (D) the sale price is payable in full by bank or certified check or wire transfer of immediately available funds at closing, (E) the Plan has been accepted for filing with the Department of Law, (F) such contract shall require the Condominium Buyer to deposit with the escrow lender under the Plan a non-refundable cash amount equal to not less than the Condominium Minimum Purchase Deposit and shall provide that such amount shall be retained by Sponsor as liquidated damages upon default beyond all applicable grace, notice and cure periods by the Condominium Buyer of its purchase obligation under such contract, (G) such contract shall be subject to no conditions upon the purchaser's obligation (except for financing contingencies, customary title conditions and rights of rescission required by law) and (H) the required Unit purchase date under such contract as soon as permitted by applicable laws and not later than thirty (30) days prior to December 31, 2019;
- (4) amend, modify or supplement any Qualifying Contract if such amendment, modification or supplement is a condominium material amendment, or terminate any Qualifying Contract (except for default on the part of a purchaser thereto but with prompt notice to Terra), or permit any of the foregoing actions to be taken or (B) release any deposit under any Qualifying Contract, except in each case, in accordance with the terms of such Qualifying Contract and the loan documents;
- (5) abandon or materially change its plan for submission of the Property to the condominium regime of ownership;
- (6) appoint any sales manager or listing agent for the Property without first having (A) obtained Terra's prior written approval, such approval not to be unreasonably withheld or conditioned, and (B) delivered to Terra a subordination and assignment of any such sales/listing agreement in form and substance reasonably satisfactory to Terra.

The mezzanine loan documents define:

- i. "Approved Condominium Purchase Agreement Form" as the form of sale contract for Units approved by Terra in its permitted discretion prior to the date the first contract for sale of a Unit is entered into by a prospective buyer, together with such amendments, modifications, supplements and addenda thereto as are thereafter approved of (a) by Terra in writing and (b) to the extent applicable, by the applicable governmental authority;
- ii. "Condominium Buyer" as a purchaser of not greater than two (2) Units pursuant to a Qualifying Contract (unless the bulk sale of more than two (2) Units to a single purchaser will repay the loan and all amounts owing under the loan documents, in full), which purchaser shall be, unless Terra has given its prior written consent (in its good faith sole discretion) prior to Sponsor's (or Sponsor's agent's) execution of the applicable Qualifying Contract, (a) a third party unaffiliated with Sponsor or its principals and (b) acquiring the Unit with the intent to occupy such Unit and not as an investment; provided, however, with Terra's prior written consent, which may be withheld in Terra's permitted discretion, a purchaser may purchase more than two (2) Units as an investment and not for occupancy as a primary residence;
- iii. "Condominium Minimum Purchase Deposit" for each Unit, as an amount equal to not less than five percent (5%) of the total purchase price payable for such Unit under the applicable Qualifying Contract;
- iv. "Condominium Minimum Release Price" as to any Unit, as the minimum release price required to be paid to Terra for the release of such Unit as provided in the senior loan documents;
- v. "Qualifying Contract" as a purchase and sale agreement for the sale of a Unit to a Condominium Buyer (a) which meets all of the following requirements: (i) is on the Approved Condominium Purchase Agreement Form with no condominium material amendments, other than those condominium material amendments approved in writing by Terra prior to the execution of such purchase agreement, which approval may be withheld in Pacific's good faith sole discretion; (ii) provides for a minimum purchase price of not less than the applicable Condominium Minimum Release Price, and which does not include any deferred payments to be made by the Condominium Buyer thereunder; (iii) includes an allocation of closing costs between Sponsor and the Condominium Buyer no less favorable to Sponsor than is customary practice for comparable condominium sales in the area in which the Property is located; and (iv) otherwise is in compliance with the terms of the loan documents; or (b) is approved in writing by Terra in advance of the execution thereof, which approval may be withheld in Terra's good faith sole discretion.

Pursuant to the mezzanine loan documents, Junior Member shall not and shall not permit Sponsor, without Terra's prior written consent to, sell any Unit without Terra's prior written consent. Provided no event of default under the loan documents exists, Terra shall, on Junior Member's written request, consent to the sale of any upon, among other things:

- (i) all conditions to the release of a Unit as set forth in the senior loan documents have been satisfied, including but not limited to, receipt by Pacific in cash or by wire transfer of immediately available funds or by certified or bank check payable to Pacific the greater of (x) the Condominium Minimum Release Price for such Unit and (y) one hundred percent (100%) of the Condominium Net Sale Proceeds in respect of each Unit;
- (ii) such Unit is not sold for less than the Condominium Minimum Release Price for such Unit.

From and after the Pacific's loan satisfaction date, as a condition to Terra's prior written consent to the sale of any Unit, Junior Member shall cause to be paid to Preferred Member, defined below, or Terra, at Terra's option, the greater of (w) the Minimum Release Price for such Unit, and (x) one hundred percent (100%) of the Mezzanine Net Sale Proceeds, ("Mezzanine Release Price").

Upon the closing of the sale of a Unit, Junior Member shall cause the title company acting as escrowee with respect to the closing of the sale of such Unit to pay the Mezzanine Release Price, directly to Preferred Member or Terra by wire-transfer of immediately available funds; provided, however, that all Mezzanine Net Sale Proceeds shall be held in escrow by such escrowee and shall not be disbursed unless and until Terra has approved the settlement statement setting forth the disbursement of funds in accordance with the terms of the mezzanine loan documents.

7. Sponsor's preferred member, Terra East 96, LLC, ("Preferred Member"), has made a capital contribution to Sponsor in the amount of \$1,150,000.00, and made a commitment for an additional capital contribution in the amount of \$450,000.00.

Pursuant to the Sponsor's operating agreement, Sponsor's sole manager, WWDG, LLC, ("Manager"), shall not execute or cause to be filed any Condominium Documents without Preferred Member's prior written consent, which may be provided in Preferred Member's sole but reasonable discretion. Manager shall not surrender, terminate or cancel any Condominium Documents, nor shall Manager modify, change, supplement, alter or amend, or waive or release any of its rights and remedies under, any Condominium Documents without Preferred Member's prior written consent in each instance.

Manager on behalf of Sponsor shall obtain Preferred Member's prior written consent to the form of contract of sale which Sponsor shall use for the sale of any Condominium Unit (the "Approved Condominium Purchase Agreement Form"), and Manager on behalf of Sponsor shall not modify, change, supplement, alter or amend, or waive or release any of its rights and remedies under the Approved Condominium Purchase Agreement Form without the prior written consent of Preferred Member.

8. All equipment and fixtures described in the Plan are included in the offering prices except for washers and dryers, which are not included in the offering prices of Residential Units, and will not be provided by Sponsor.

9. A Parking Unit can only be purchased by a Residential Unit Owner. None of the Parking Units will be land-locked.

A Parking Unit shall be used solely for the storage of passenger motor vehicles of the owners of the Parking Unit, except that, in the event a Parking Unit is not used by its owners, it may be rented by its owners to persons other than the owners thereof.

Parking Unit P06 has been designated handicapped and will be the last Parking Unit to be sold if it has not previously been sold to a Purchaser who himself or herself or a member of his or her family has a vehicle with handicapped plates. The purchase of Parking Unit P06 and its subsequent sale, transfer or hypothecation are hereby subject to the following covenant and restriction in the deed:

In the event the present or future Owner of a Parking Unit, or member of his or her family, becomes handicapped and acquires handicapped plates for his or her vehicle, said Parking Unit Owner has the right to demand that the Owner of Parking Unit P06 trade the handicapped Parking Unit P06 with said handicapped Owner.

All costs and expenses entailed in the transfer of title to the Parking Units, including without limitation, title abstracts, title insurance, transfer taxes and recording fees and reasonable attorney fees shall be borne by the party requesting the transfer.

If the parties cannot agree on the fair market value of Parking Unit P06 then the parties agree to submit the matter to binding arbitration in accordance with Article XIV of the By-Laws of the Condominium Association. The party seeking the arbitration shall be required to send the appropriate notice as more fully set forth in Article V of the By-Laws. Article V provides in part that all notices required or desired to be given hereunder shall be sent by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to the Board of Managers, any manager, Unit Owner or mortgagee at such address as appears on the books of the Condominium Association.

The Owner of Parking Unit P06 must comply with the aforementioned demand upon thirty (30) day-notice.

Notwithstanding anything to the contrary stated in the Plan, in the event the present or future Owner of a Parking Unit, or member of his or her family, becomes handicapped and acquires handicapped plates for his or her vehicle, said Unit Owner will not have the right to demand that the Owner of Parking Unit P06 trade the handicapped Parking Unit P06 with said handicapped Owner, if the Owner of Parking Unit P06 or member of his or her family, is handicapped or has already obtained handicapped plates for his or her vehicle.

10. The basic aspects of condominium ownership are these.

Each Purchaser will own his or her Unit in a manner similar in many respects to the ownership of a private home. In addition to outright ownership of his or her Unit, Purchaser will

be entitled to exclusive possession of that Unit together with an interest in and right to use the Common Elements, and exclusive right to use the Limited Common Elements, if applicable.

The Common Elements are those areas of the Condominium, which are owned by all Unit Owners in common.

The Limited Common Elements are those areas of the Condominium, the use of which is restricted to a particular Unit, but which are not owned by the Owner of such Unit.

Each Unit Owner will have to pay Common Charges in accordance with the Condominium Act, Sections 339(i) and (m) of the Real Property Law of the State of New York, or applicable state and local law.

Each Unit Owner will be obligated to comply with the Declaration, the By-Laws and Rules and Regulations of the Condominium Association and any other requirements of the Board of Managers of the Condominium Association.

Each Unit Owner will have the right to use his or her Unit only for a private residence and any home occupation use permitted under applicable zoning law and ordinances, building code or other rules and regulations of governmental authorities having jurisdiction.

Each Unit Owner will have the right to sell or lease his or her Unit, subject to the following restriction. No Unit Owner will be permitted to sell or lease his or her Unit unless and until the Unit Owner will have paid in full to the Board of Managers all unpaid Common Charges and assessments theretofore assessed by the Board of Managers against the Unit and until he will have satisfied all unpaid liens against the Unit.

Each Unit Owner will have the right to mortgage his or her Unit subject to the following restriction. No Unit Owner will be permitted to mortgage his or her Unit unless and until the Unit Owner will have paid in full to the Board of Managers all unpaid Common Charges and assessments theretofore assessed by the Board of Managers against the Unit and until he will have satisfied all unpaid liens against the Unit.

The affairs of the Condominium will be governed by the Board of Managers in accordance with the By-Laws.

The number of Managers, which will constitute the whole Board of Managers, will not be less than three (3) and not more than five (5).

The Managers will be elected by ballot of the Unit Owners at their annual meetings.

Each Unit will be separately taxed for real estate tax purposes and may be separately mortgaged. The Unit will not be affected by any other Unit's separate obligation for real estate taxes and mortgage.

All maintenance of and repairs to any Unit, ordinary or extraordinary, and to the doors (except the painting of the exterior side of Unit entrance door), windows (except the painting and cleaning of the exterior side of windows), electrical (except the Common Elements), plumbing (except the Common Elements) and heating fixtures, air conditioning units and appliances, if any, within the Unit or belonging to the Unit Owner will be at the Unit Owner's expense, except as otherwise specifically provided in the By-Laws.

All maintenance, repairs and replacements to the Common Elements as defined in the Declaration, and the painting, decorating, maintenance and repairs of the exterior side of Unit entrance doors and windows, and the cleaning of the exterior side of windows and the replacements of the windows and Unit entrance doors will be made by the Board of Managers and be charged to all the Unit Owners as a Common Expense, except to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense will be charged to such Unit Owner.

Maintenance, repair and replacements in or to the Limited Common Elements will be performed:

- (a) by the Board of Managers as a Common Expense, if such Limited Common Element involves structural or extraordinary maintenance, repairs or replacements (including, but not limited to, all necessary waterproofing of the Limited Common Elements except as set forth below, and the repair of any leaks that are not caused by the acts or omissions of the Unit Owner, having direct and exclusive access thereto), or
- (b) the Unit Owner having direct and exclusive access thereto at his or her sole cost and expense, if involving non-structural ordinary maintenance, repairs or replacements, including but not limited to painting, decorating and/or maintenance, waterproofing, repair and/or replacement of decking, tile or railings and/or means of terrace or balcony access constructed or installed by or at the request of the Unit Owner, or as a result of the Unit Owner's negligence, misuse or neglect.

All maintenance, repairs and replacements of the Storage Spaces will be made by the users of those Storage Spaces. The users of those Storage Spaces will also repair all damage to the Building and the Storage Spaces by moving of their property, furniture or equipment.

The Board of Managers will be required to obtain and maintain insurances specified in the Plan and the Declaration of the Condominium Association.

Unit Owners will not be prohibited from carrying other insurance for their own benefit, provided that all such policies will contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Managers will not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. Such policies will be so endorsed so as to state that they will in no way conflict with any insurance carried by the Board of Managers.

11. The prices for the Units set forth in Schedule A are not subject to approval by the Department of Law or any other government agency.

12. The Plan delivered to prospective Purchasers contains all of the material terms of the transaction. Copies of the Plan, all documents referred to in the Plan and all Exhibits submitted to the Department of Law in connection with the filing of the Plan will be available for inspection at no cost and for copying at 25 cents per page to prospective Purchasers and their attorneys at the office of Sponsor's attorney, TSYNGAUZ & ASSOCIATES, P.C., having an office at 894 6th Avenue, 3rd fl., New York, NY 10001 for six (6) years from the date of first closing. Copies of the Plan, all documents referred to in the Plan and all Exhibits submitted to the Department of Law in connection with the filing of the Plan will be available for inspection at no cost and for copying at a reasonable fee at the Department of Law, having an office at 120 Broadway, 23rd fl., New York, NY 10271.

13. The Units will be offered only to individuals over the age of 18 years, corporations, partnerships, associations, trustees or other legal entities that may legally own real property in the State of New York.

Neither Sponsor nor the Selling Agent will discriminate in the sale or lease of Units on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law.

14. Section 203(b) of the National Housing Act provides authority to insure any mortgage covering a one-family condominium unit in a project coupled with an undivided interest in the common areas and facilities which serve the project. Eligible projects are those that have been declared and exist in full compliance with applicable state law requirements of the jurisdiction in which the condominium project is located, including good standing with the state, and with all other applicable laws and regulations.

The Federal Housing Administration, ("FHA"), insures condominium single unit loans for up to 30-year terms to purchase or refinance a unit in an FHA-approved condominium project.

The project may be eligible for FHA loan certification because:

- i. the Condominium will not have a right of first refusal;
- ii. the Condominium will not have a commercial space;
- iii. the Condominium will have a reserve fund equal to 10% of budgeted income;
- iv. the Condominium will have a master insurance policy covering 100% of replacement cost of the Building, not including the foundation or land;
- v. the Condominium will have a general liability policy insuring all common elements and public ways.

Sponsor will disclose by an amendment if the project becomes eligible.

15. If, at any time, Construction Lender or Mezzanine Lender acquires title to the Property or a controlling interest in Sponsor then either lender may exercise Sponsor's rights under this Plan, subject to the terms of an intercreditor agreement entered into between them. Neither the Plan nor the Declaration impairs or limits any rights that Construction Lender or Mezzanine Lender may have under the loan documents.

No Unit Owner will be permitted to sell or lease his or her Unit until the earlier of: (x) one (1) year from that Unit Owner's closing date; or (y) the date that the Construction Loan and Mezzanine Loan are both fully satisfied.

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

DEFINITIONS

The definitions set forth herein are for informational purposes and should be read in conjunction with technical definitions appearing in the Condominium Act and the Declaration and By-Laws of the Condominium, which appear in Part II of the Plan.

1. “Association” or “Condominium Association” means the association that operates Vitre Condominium.

2. “Board of Managers” is the governing body of the Condominium, which will conduct the Condominium affairs and supervise the operation of the Property.

3. “Building” is the building, which contains the Units and portions of the Common Elements and Limited Common Elements.

4. “Common Charges” means each Unit’s proportionate share of the Common Expenses in accordance with its Common Interest.

5. “Common Elements” means and includes:

- (a) The Land on which the Building is located;
- (b) The foundations, columns, girders, beams, supports, chutes, bearing walls, those portions of the exterior walls and insulation beyond the interior exposed face of the exterior wall, those portions of the walls and partitions dividing the Residential Units from corridors, lobbies, stairs, and other mechanical spaces located beyond the unexposed face of the dry walls enclosing the Residential Units, or, where applicable, the subfloor and framing joists including any framing attached to such joists from which the dry wall ceiling of the Residential Unit below is attached; roof bulkhead; skylights (other than those located in the Residential Unit), if any; roofs, halls, vestibules, corridors, lobbies, stairways, fire escapes, and entrances and exits of the Building;
- (c) The basements, cellars, gardens, mechanical rooms, compactor rooms, pump rooms, meter rooms, sprinkler rooms, boiler rooms, recreation areas outside the Units;
- (d) The premises for the lodging or use of janitors and other persons employed for the operation of the Property;
- (e) The central and appurtenant installations for services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning;
- (f) The garbage compactors, elevators, escalators, tanks, pumps, motors, fans, compressors, water storage tanks, vents, trash chutes, detention tanks, ducts and in general all apparatus and installations existing for common use;
- (g) The sewer pipes and drainage pipes;
- (h) The bicycle racks;
- (i) The roof terraces;

- (j) The condensing units, cooling towers, boiler plants; and
- (k) All other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use.

6. “Common Expenses” mean and include:

- (a) Expenses of operation of the Property; and
- (b) All sums designated Common Expenses by or pursuant to the provisions of the Condominium Act, the Declaration or the By-Laws of the Condominium.

7. “Common Interest” means the proportionate, undivided interest in fee simple absolute in the Common Elements appertaining to each Unit, as expressed in the Declaration.

8. “Common Profits” mean the excess of all receipts of the rents, profits and revenues from the Common Elements remaining after the deduction of the Common Expenses.

9. “Construction Lender” means Pacific Western Bank and its agents, successors and/or assigns.

10. “Construction Loan” means, collectively, that building mortgage loan in the maximum principal amount of up to \$21,695,000.00, that project mortgage loan in the maximum principal amount of \$3,430,000.00, and that senior mortgage loan in the maximum principal amount of \$18,000,000.00 given by Construction Lender to Sponsor dated as of December 18, 2015.

11. “Declarant” means Sponsor, including any Persons designated as having the rights of Declarant by Declarant or Declarant’s designee.

12. “Declaration” means the instrument by which the Property is submitted to the provisions of the Condominium Act, and as such instrument as from time to time amended, consistent with the provisions of the Condominium Act and of the By-Laws.

13. “Insurance Trustee” means Construction Lender who shall serve as the Insurance Trustee so long as Sponsor has a mortgage loan encumbering any Unsold Units in favor of Construction Lender. Construction Lender shall be the initial Insurance Trustee and shall remain the Insurance Trustee until such time the Construction Lender’s mortgage liens have been fully satisfied.

14. “Limited Common Elements” mean and include balconies, private terraces and storage spaces appurtenant to the Units in the Building.

15. “Mezzanine Borrower” means WWML96MEZZ, LLC.

16. “Mezzanine Lender” means Terra Secured Income Fund 5, LLC and its agents, successors and/or assigns.

17. “Mezzanine Loan” means that certain loan in the amount of up to \$17,050,000.00 given by Mezzanine Lender to Mezzanine Borrower dated as of December 18, 2015.

18. “Operation of the Property” means and includes the administration and operation of the Property and the maintenance, repair and replacement of, and the making of any additions and improvements to, the Common Elements.

19. “Person” means a natural person, corporation, partnership, association, trustee or other legal entity.

20. “Preferred Equity Investment” means the equity contribution of \$1,150,000.00 by Preferred Member to Sponsor made the 18th day of December, 2015.

21. “Preferred Member” means Terra East 96, LLC and its agents, successors and/or assigns.

22. “Property” means and includes the land, the Building and all other improvements thereon, located at 302 East 96th Street, New York, NY 10128 and owned in fee simple absolute.

23. “Registered Mortgage” means a first mortgage permitted to be placed upon a Unit pursuant to the By-Laws, the Construction Loan, the Mezzanine Loan, the Preferred Equity Investment, and/or any mezzanine loan or preferred equity investment provided to Sponsor and/or Declarant and/or Mezzanine Borrower.

24. “Registered Mortgagee” means the holder of a Registered Mortgage and shall include, without limitation, banks, financial institutions, the Construction Lender, the Mezzanine Lender, the Preferred Member, and the successors, assigns and affiliates of each.

25. “Unit” means a part of the Property designated as a Residential Unit and Parking Unit.

26. “Unit Owner” means the Person or Persons owning a Unit in fee simple absolute.

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

These outline specifications are intended to outline generally the nature of the work, materials and equipment and to indicate the contemplated character of the Property and Building, but shall not be interpreted as enlarging in any manner, directly or indirectly, the obligation or liability of Sponsor as set forth in this Plan. A more detailed description and approximate two-dimensional floor plans are set forth in "Description of Property and Specifications" Section of Part II of the Plan.

The Property and Building

Sponsor is constructing the new Building on the Property pursuant to Application No. 121193074 filed with the Department of Buildings of the City of New York.

The Property is located in R10A/C2-5 Zone, which permits the contemplated use of the Building as of right.

The Property is located in FEMA Flood Zone AE, which indicates the area is subject to inundation from the 1% annual chance flood.

As a result of congressionally mandated reforms required by the Biggert-Waters Flood Insurance Reform Act of 2012 (hereinafter called "Biggert Waters"), as amended and partially repealed by the Homeowner Flood Insurance Affordability Act of 2014 (hereinafter called "HFIAA") (Biggert Waters and HIFFA are collectively, the "Reform Legislation"), the National Flood Insurance Program revised flood insurance rates and other charges for new or existing flood insurance policies as of April 1, 2015. The changes resulted in rate increases for most new and renewed policies, increases in the reserve fund assessments payable by policy holders to the Federal Emergency Management Agency (hereinafter called "FEMA") and the implementation of an annual surcharge on all new and renewed policies. Premiums for policy holders currently paying subsidized flood insurance rates will increase annually until the premiums reach their full-risk rates.

In addition, FEMA is in the process of updating the currently effective Flood Insurance Rate Maps (hereinafter called "FIRMS") for New York and New Jersey. Pending the issuance of officially revised FIRMS, FEMA has issued preliminary FIRMS and other flood hazard data to apprise communities of the latest flood hazard data available, [FEMA currently projects that the preliminary FIRMS will be officially adopted in 2016.] The preliminary FIRMS show that some communities will be mapped into higher risk flood zones, which will also impact flood insurance costs. Purchasers may obtain more information at <https://www.fema.gov/national-flood-insurance-program/flood-insurance-reform> and <http://www.region2coastal.com/faqs/general-faqs>. Purchasers are advised to confer with their insurance advisers regarding flood insurance coverage and costs for their units. Please see Schedule B for further details regarding flood insurance costs.

The Building consists of twenty one (21) residential floors above ground floor level.

The Building will have two (2) entrances on the first floor of the Building from East 96th Street. One entrance will provide access to the lobby of the Building. Another will provide access to the Parking Units located at the first floor level.

The Building will have two (2) passenger elevators. They will have a capacity of 2,500.00 and 3,500.00 pounds, respectively. They will serve all floors from the first floor to the roof level.

The Department of Environmental Protection will provide water and sewer service to the Building and the Units. The Building will have a single common meter and will be billed for water consumption and sewer disposal. The cost for water consumption and sewer disposal will be the Common Expense of all Unit Owners.

Consolidated Edison Company of New York, Inc. will supply gas service to the Building for the domestic hot water, common area heat and emergency generator. The Building will have three (3) gas meters. The cost for gas consumption will be the Common Expense of all Unit Owners.

Consolidated Edison Company of New York, Inc. will supply electricity to the Common Elements of the Building, and to all Residential Units. The Building will have fifty (50) electric meters: one (1) for each Residential Unit and two (2) for the Common Elements. The cost for electricity consumption by the Residential Units for lighting, appliances, cooking, heat and cooling will be separately billed to and paid by each Residential Unit. The cost for electricity consumption by the Common Elements will be the Common Expense of all Unit Owners.

The street lighting will be provided by the City of New York.

Low voltage, cable and data service will be supplied by a company chosen by each Residential Unit. The cost for said service will be separately billed to and paid by each Residential Unit.

Each Residential Unit will contain a hook-up for a washer and dryer. However, Sponsor will not provide a washer and dryer to the Residential Units.

The Residential Units

The Residential Units will be located on the second through twenty-first floor of the Building.

The dimensions of each Unit and the Limited Common Elements appurtenant to each Unit are specified in Schedule A.

The horizontal physical dimensions of each Residential Unit consist of the floor area enclosed by the exterior face of exterior walls adjacent to the Residential Unit and the centerline of the demising walls between the Residential Units, corridors, elevator and stairs. The vertical physical dimensions of each Residential Unit consist of the area enclosed by the top of the

concrete floor slab below (located under the finished flooring and sub-floor materials) and the underside of the concrete slab above.

The Limited Common Elements are not included in the dimensions.

The above measurements are not based from interior surfaces of interior walls. Therefore, the actual area comprising each Residential Unit is significantly less than the area listed in Schedule A.

The above measurements of each Residential Unit significantly exceed the actual usable floor area of the Residential Unit.

Each Residential Unit will come with appliances such as a refrigerator, oven, cook top, range hood, dishwasher and microwave. No Unit will be equipped with a washer and dryer.

The Lot Line Windows

Units 302 to 1602, 303 to 1603, PH1, PH2S, PH2N, PH3S, PH3N, PH4, PH5 and PH6 will have one lot line window facing West, which may be blocked in the future by a building constructed at the adjoining property. However, none of the light and air requirements will be provided through this lot line window, and a blocking of this lot line window will not change the legal use of the room of each Unit having the lot line window. If the neighboring property is developed there may be an obligation to seal the lot line windows, which will be an additional expense for Purchasers.

The Parking Units

The Property will have eight (8) Parking Units, located on the first floor of the Building.

They will be sold on a "first-come, first-served" basis.

Each Parking Unit shall be used solely for the storage of passenger motor vehicles of the owners of the Parking Unit, except that, in the event a Parking Unit is not used by its owners, it may be rented by its owners to persons other than the owners thereof.

A Parking Unit can only be purchased by a Residential Unit Owner. None of the Parking Units will be land-locked.

Parking Unit P06 has been designated handicapped and will be the last Parking Unit to be sold. The purchase of Parking Unit P06 and its subsequent sale, transfer or hypothecation are hereby subject to the following covenant and restriction in the deed:

In the event the present or future Owner of a Parking Unit, or member of his or her family, becomes handicapped and acquires handicapped plates for his or her vehicle, said Parking Unit Owner has the right to demand that the Owner of Parking Unit P06 trade the handicapped Parking Unit P06 with said handicapped Owner.

All costs and expenses entailed in the transfer of title to the Parking Units, including without limitation, title abstracts, title insurance, transfer taxes and recording fees and reasonable attorney fees shall be borne by the party requesting the transfer.

If the parties cannot agree on the fair market value of Parking Unit P06 then the parties agree to submit the matter to binding arbitration in accordance with Article XIV of the By-Laws of the Condominium Association. The party seeking the arbitration shall be required to send the appropriate notice as more fully set forth in Article V of the By-Laws. Article V provides in part that all notices required or desired to be given hereunder shall be sent by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to the Board of Managers, any manager, Unit Owner or mortgagee at such address as appears on the books of the Condominium Association.

The Owner of Parking Unit P06 must comply with the aforementioned demand upon thirty (30) day-notice.

Notwithstanding anything to the contrary stated in the Plan, in the event the present or future Owner of a Parking Unit, or member of his or her family, becomes handicapped and acquires handicapped plates for his or her vehicle, said Unit Owner will not have the right to demand that the Owner of Parking Unit P06 trade the handicapped Parking Unit P06 with said handicapped Owner, if the Owner of Parking Unit P06 or member of his or her family, is handicapped or has already obtained handicapped plates for his or her vehicle.

The Storage Spaces

The Building will have two (2) Storage Spaces, located on the first floor of the Building. They will be the Limited Common Elements of Residential Units PH5 and PH6.

The Storage Spaces may only be used for storage of personal effects of Residential Units PH5 and PH6. In no event shall any (a) valuable items, (b) animals, (c) food or other perishable items, (d) hazardous substances, (e) flammable, combustible, explosive or other dangerous items, (f) items which have an objectionable odor or which may spoil or decay, or (g) items which may impose a health or safety threat or cause dirt or other sanitary problems or create a nuisance, be stored therein. The Storage Space may not be used as dwelling space. The use of a Storage Space as a dwelling space may result in a violation being placed against the Building. The Unit Owner, who caused the violation, will be obligated to remove it and pay all fines associated with the violation.

The Balconies and Private Terraces

The Building will have thirty six (36) balconies and six (6) private terraces.

The balconies will be finished with sealed concrete. The private terraces will be finished with anti-slip resistant 2' by 2' concrete or porcelain pavers.

The balconies will be the Limited Common Elements of Residential Units 301 through 1501, 302 through 1502, 1601, 1602, PH2S, PH2N, PH3S, PH2N, PH3S, PH4, PH5 and PH6. The private terraces will be the Limited Common Elements of Residential Units 201, PH1, PH5 and PH6.

Please see Schedule A for detailed information.

The Bicycle Racks

The Building will have twenty (24) bicycle racks, located on the first floor of the Building. The bicycle racks will be the Common Elements. They will be used by Owners of Residential Units on a “first-come, first-served” basis.

The Exterior Common Terraces and Recreational Facility

The Building will have two (2) exterior common terraces. One, having dimensions of approximately 750.00 square feet, will be located at the 2nd floor roof deck. Another, having dimensions of approximately 637.00 square feet, will be located at the roof. The common terrace floor will be finished with porcelain or concrete pavers on pedestals. Each Unit Owner will have the right to use the common terraces for recreational activities.

The Building will have one (1) interior recreational space, having dimensions of approximately 395.00 square feet. It will be located at the 2nd floor. Each Unit Owner will have the right to use the recreational space for studying, reading and small parties.

Completion of Construction and Compliance with Law

The Property will be improved and the Units constructed in accordance with all applicable zoning and building laws, regulations, codes and other government requirements as well as in accordance with the plans and specifications filed with the Department of Buildings of the City of New York and identified in the Plan.

The project is governed by the Building Code of the City of New York, the Multiple Dwelling Law of the State of New York, and the Zoning Resolution of the City of New York.

Sponsor anticipates that the construction of the Building will be completed by June 30, 2018. However, Sponsor makes no representation or warranty that the Units will be completed by said date.

Prior to closing the first Unit, Sponsor will obtain a final certificate of occupancy for the Property or, alternatively, obtain a temporary or partial certificate of occupancy for the Unit or the Building in which the Unit to be closed is located. Sponsor and its principals will obtain a final certificate of occupancy for the Property within two (2) years of closing the first Unit, and in any event, before expiration of applicable temporary or partial certificate, as same may be renewed, replaced or extended.

LOCATION AND AREA INFORMATION

The Property is located in the Upper East Side neighborhood of Manhattan.

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

The area is easily accessible by private transportation and New York City buses M15, M96, M98, M102 and M103. The area is currently served by one subway Lexington Avenue Line, consisting of 4, 5 and 6 trains.

The Metropolitan Transportation Authority is currently building the subway Second Avenue Line along Second Avenue. It will run between 96th Street and Second Avenue and the existing BMT 63rd Street Line at Lexington Avenue, where it will connect to the rest of the subway system. When completed, it will be served by Q train and a new T train.

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

The New York Police Department's 23rd Precinct, located at 164 East 102nd Street, New York, NY 10029, patrols the community. The New York Fire Department Engine 53 & Ladder 43, located at 1836 3rd Avenue, New York, NY 10029, provides an emergency response in case of fire. NYC Health + Hospitals/Metropolitan, located at 1901 1st Avenue, New York, NY 10029, serve medical needs of the neighborhood.

Students living in the Condominium may be eligible to attend Elementary School PS-5, Yorkville Community School, located at 421 East 88th Street, New York, NY 10128; Junior High School, J.H.S. 167 Robert F. Wagner, located at 220 East 76th Street, New York, NY 10021; and Life Sciences Secondary School, located at 320 East 96th Street, New York, NY 10128.

Zoning of the Property is R10A/C2-5, which permits residential, community facility, retail and commercial use. There is no landmark designation of the Property.

There are no adjoining undeveloped areas to the Property.

Neither Sponsor, nor any principals of Sponsor, own in whole or in part, or have an optional right to acquire in whole or in part, any other adjacent areas which are not fully developed.

The Condominium is surrounded by the multi-family apartment buildings. It is near restaurants, retail stores, lounges and medical offices. There are no uses currently in existence or proposed in adjacent or nearby buildings or land, which a reasonable prudent purchaser would find offensive.

Sponsor is not involved in any projects within one block radius of the Property. Nor does Sponsor have plans for any development projects that have been approved by the New York City Buildings Department or authority having jurisdiction that will be adjacent to or directly across the street from the Property, and impact the Condominium.

There are no development projects that have been publicly announced that will be adjacent to or directly across the street from the Property.

SCHEDULE A
OFFERING PRICES, ALLOCATION OF COMMON INTEREST AND ESTIMATED INDIVIDUAL EXPENSES
FOR FIRST YEAR OF CONDOMINIUM OPERATION
September 1, 2018 - August 31, 2019

302 East 96th Street, New York, NY 10128

Unit No.	Bdrs/ Bths/ Library (1)	Approx. Size of Units in sq. ft. (1)	Approx. Size of Limited Common Elements in sq. ft. (2)					Offering Prices (3)	% of Common Interest (4)	Projected Monthly Common Charges (6)	Projected Monthly Real Estate Taxes (6)	Projected Annual Real Estate Taxes (6)	Projected Monthly Carrying Charges
			Balcony	Balcony	Private Terrace	Private Terrace	Storage Space	Total					
201	1/2/1	901.00	None	None	250 00	None	None	250.00	1 5492	\$905 90	\$638 27	\$7,659 26	\$1,544 17
301	1/1/0	522.00	70 00	None	None	None	None	70.00	0 8819	\$515 66	\$363 32	\$4,359 87	\$878 99
302	1/2/1	979.00	70 00	None	None	None	None	70.00	1 6866	\$986 21	\$694 86	\$8,338 29	\$1,681 07
303	2/2/1	1,417.00	None	None	None	None	None	0.00	2 4578	\$1,437 20	\$1,012 61	\$12,151 30	\$2,449 80
401	1/1/0	522.00	70 00	None	None	None	None	70.00	0 8911	\$521 04	\$367 11	\$4,405 31	\$888 15
402	1/2/1	979.00	70 00	None	None	None	None	70.00	1 7038	\$996 29	\$701 96	\$8,423 52	\$1,698 25
403	2/2/1	1,417.00	None	None	None	None	None	0.00	2 4828	\$1,451 79	\$1,022 89	\$12,274 66	\$2,474 67
501	1/1/0	522.00	70 00	None	None	None	None	70.00	0 9003	\$526 47	\$370 93	\$4,451 21	\$897 40
502	1/2/1	979.00	70 00	None	None	None	None	70.00	1 7212	\$1,006 47	\$709 13	\$8,509 60	\$1,715 61
503	2/2/1	1,417.00	None	None	None	None	None	0.00	2 5080	\$1,466 52	\$1,033 27	\$12,399 25	\$2,499 79
601	1/1/0	522.00	70 00	None	None	None	None	70.00	0 9097	\$531 95	\$374 80	\$4,497 57	\$906 75
602	1/2/1	979.00	70 00	None	None	None	None	70.00	1 7388	\$1,016 76	\$716 38	\$8,596 54	\$1,733 13
603	2/2/1	1,417.00	None	None	None	None	None	0.00	2 5334	\$1,481 40	\$1,043 76	\$12,525 09	\$2,525 16
701	1/1/0	522.00	70 00	None	None	None	None	70.00	0 9192	\$537 49	\$378 70	\$4,544 39	\$916 19
702	1/2/1	979.00	70 00	None	None	None	None	70.00	1 7566	\$1,027 14	\$723 70	\$8,684 34	\$1,750 84
703	2/3/1	1,417.00	None	None	None	None	None	0.00	2 5591	\$1,496 44	\$1,054 35	\$12,652 18	\$2,550 79
801	1/1/0	522.00	70 00	None	None	None	None	70.00	0 9287	\$543 08	\$382 64	\$4,591 67	\$925 72
802	1/2/1	979.00	70 00	None	None	None	None	70.00	1 7745	\$1,037 63	\$731 09	\$8,773 03	\$1,768 72

			Approx. Size of Limited Common Elements in sq. ft. (2)													
Unit No.	Bdrs/ Bths/ Library (1)	Approx. Size of Units in sq. ft. (1)	Balcony	Balcony	Private Terrace	Private Terrace	Storage Space	Total	Offering Prices (3)	% of Common Interest (4)	Projected Monthly Common Charges	Projected Monthly Real Estate Taxes (6)	Projected Annual Real Estate Taxes (6)	Projected Monthly Carrying Charges		
803	2/3/1	1,417.00	None	None	None	None	None	0.00	\$2,075,000	2.5851	\$1,511.62	\$1,065.05	\$12,780.55	\$2,576.67		
901	1/1/0	522.00	70.00	None	None	None	None	70.00	\$985,000	0.9384	\$548.73	\$386.62	\$4,639.43	\$935.35		
902	1/2/1	979.00	70.00	None	None	None	None	70.00	\$1,645,000	1.7926	\$1,048.22	\$738.55	\$8,862.61	\$1,786.78		
903	2/3/1	1,417.00	None	None	None	None	None	0.00	\$2,100,000	2.6113	\$1,526.95	\$1,075.85	\$12,910.20	\$2,602.80		
1001	1/1/0	522.00	70.00	None	None	None	None	70.00	\$1,000,000	0.9482	\$554.43	\$390.64	\$4,687.67	\$945.07		
1002	1/2/1	979.00	70.00	None	None	None	None	70.00	\$1,665,000	1.8109	\$1,058.93	\$746.09	\$8,953.08	\$1,805.01		
1003	2/3/1	1,417.00	None	None	None	None	None	0.00	\$2,125,000	2.6378	\$1,542.44	\$1,086.76	\$13,041.15	\$2,629.20		
1101	1/1/0	522.00	70.00	None	None	None	None	70.00	\$1,015,000	0.9580	\$560.20	\$394.70	\$4,736.39	\$954.90		
1102	1/2/1	979.00	70.00	None	None	None	None	70.00	\$1,685,000	1.8294	\$1,069.73	\$753.70	\$9,044.45	\$1,823.44		
1103	2/3/1	1,417.00	None	None	None	None	None	0.00	\$2,150,000	2.6646	\$1,558.08	\$1,097.78	\$13,173.40	\$2,655.87		
1201	1/1/0	522.00	70.00	None	None	None	None	70.00	\$1,030,000	0.9680	\$566.02	\$398.80	\$4,785.60	\$964.82		
1202	1/2/1	979.00	70.00	None	None	None	None	70.00	\$1,705,000	1.8481	\$1,080.65	\$761.40	\$9,136.74	\$1,842.04		
1203	2/3/1	1,417.00	None	None	None	None	None	0.00	\$2,150,000	2.6916	\$1,573.88	\$1,108.91	\$13,306.98	\$2,682.80		
1301	1/1/0	522.00	70.00	None	None	None	None	70.00	\$1,045,000	0.9780	\$571.90	\$402.94	\$4,835.30	\$974.84		
1302	1/2/1	979.00	70.00	None	None	None	None	70.00	\$1,725,000	1.8669	\$1,091.67	\$769.16	\$9,229.95	\$1,860.84		
1303	2/3/1	1,417.00	None	None	None	None	None	0.00	\$2,175,000	2.7189	\$1,589.84	\$1,120.16	\$13,441.89	\$2,710.00		
1401	1/1/0	522.00	70.00	None	None	None	None	70.00	\$1,060,000	0.9882	\$577.83	\$407.12	\$4,885.50	\$984.96		
1402	1/2/1	979.00	70.00	None	None	None	None	70.00	\$1,745,000	1.8760	\$1,096.96	\$772.89	\$9,274.66	\$1,869.85		
1403	2/3/1	1,417.00	None	None	None	None	None	0.00	\$2,200,000	2.7364	\$1,600.11	\$1,127.39	\$13,528.72	\$2,727.50		
1501	1/1/0	522.00	70.00	None	None	None	None	70.00	\$1,075,000	0.9984	\$583.83	\$411.35	\$4,936.20	\$995.18		
1502	1/2/1	979.00	70.00	None	None	None	None	70.00	\$1,765,000	1.8952	\$1,108.21	\$780.81	\$9,369.74	\$1,889.02		
1503	2/3/1	1,417.00	None	None	None	None	None	0.00	\$2,225,000	2.7643	\$1,616.39	\$1,138.86	\$13,666.34	\$2,755.25		
PH1	3/3/0	2,290.00	None	None	493.00	493.00	None	986.00	\$3,950,000	4.5899	\$2,683.91	\$1,891.01	\$22,692.12	\$4,574.92		
PH2S	2/2/0	1,015.00	140.00	None	None	None	None	140.00	\$1,850,000	1.9823	\$1,159.14	\$816.70	\$9,800.38	\$1,975.84		

Unit No.	Bdrs/ Bths/ Library (1)	Approx. Size of Units in sq. ft. (1)	Approx. Size of Limited Common Elements in sq. ft. (2)					Offering Prices (3)	% of Common Interest (4)	Projected Monthly Common Charges (5)	Projected Monthly Real Estate Taxes (6)	Projected Annual Real Estate Taxes (6)	Projected Monthly Carrying Charges
			Balcony	Balcony	Private Terrace	Private Terrace	Storage Space	Total					
PH2N	2/2/0	1,096.00	80.00	None	None	None	None	80.00	2.1335	\$1,247.54	\$878.98	\$10,547.76	\$2,126.52
PH3S	2/2/0	1,015.00	140.00	None	None	None	None	140.00	1.9925	\$1,165.10	\$820.90	\$9,850.79	\$1,986.00
PH3N	2/2/0	1,096.00	80.00	None	None	None	None	80.00	2.1820	\$1,275.89	\$898.95	\$10,787.45	\$2,174.84
PH4	3/3/0	2,290.00	140.00	80.00	147.00	None	None	367.00	4.6926	\$2,743.99	\$1,933.34	\$23,200.08	\$4,677.33
PH5	3/3/0	2,290.00	140.00	80.00	473.00	None	44.00	737.00	4.7762	\$2,792.87	\$1,967.78	\$23,613.39	\$4,760.66
PH6	3/3/0	2,290.00	140.00	80.00	434.00	None	44.00	698.00	4.7762	\$2,792.87	\$1,967.78	\$23,613.39	\$4,760.66
P01	None	171.00	None	None	None	None	None	0.00	0.2336	\$136.60	\$96.24	\$1,154.90	\$232.84
P02	None	171.00	None	None	None	None	None	0.00	0.2336	\$136.60	\$96.24	\$1,154.90	\$232.84
P03	None	171.00	None	None	None	None	None	0.00	0.2336	\$136.60	\$96.24	\$1,154.90	\$232.84
P04	None	171.00	None	None	None	None	None	0.00	0.2336	\$136.60	\$96.24	\$1,154.90	\$232.84
P05	None	171.00	None	None	None	None	None	0.00	0.2336	\$136.60	\$96.24	\$1,154.90	\$232.84
P06	None	171.00	None	None	None	None	None	0.00	0.2336	\$136.60	\$96.24	\$1,154.90	\$232.84
P07	None	171.00	None	None	None	None	None	0.00	0.2336	\$136.60	\$96.24	\$1,154.90	\$232.84
P08	None	171.00	None	None	None	None	None	0.00	0.2336	\$136.60	\$96.24	\$1,154.90	\$232.84
TOTALS:		53,585.00	2,680.00	240.00	1,797.00	493.00	88.00	5,298.00	100.00	\$58,476.13	\$41,200.68	\$494,408.20	\$99,676.81

Notes:

1. The balconies, private terraces and storage spaces are uninhabitable spaces. They may not be legally used as a bedroom or living room. Their use as bedroom or living room may result in a building code violation being issued for the Building.
 2. Real estate taxes calculations for the Units are based on the taxable value of the Property estimated by Metropolitan Realty Exemptions, Inc. to be \$3,834,881.00. The resulting annual taxes will be \$494,393.00. Please see Footnote 6 To Schedule A and "Real Estate Taxes" Section of the Plan.
 3. Projected monthly carrying charges are composed of projected monthly Common Charges and real estate taxes imposed against each Unit.
 4. The above figures are rounded off to the nearest cent.
 5. Although Sponsor has a statutory obligation to pay the New York City and New York State real property transfer taxes, Sponsor is transferring said obligation to Purchasers. Purchasers will pay the New York City real property transfer tax to the Department of Finance of the City of New York. The tax is 1.00% of the consideration for the Residential Unit and Parking Unit of \$500,000.00 or less and 1.425% of the consideration for the Residential Unit and Parking Unit of more than \$500,000.00. Purchasers will also pay the New York State real property transfer tax to the Department of Finance of the City of New York. The tax is 0.4% of the consideration for the Residential Unit and Parking Unit.
- The consideration is the purchase price of the Unit plus the New York City and New York State real property transfer taxes calculated on the amount of the purchase price. Please see "Unit Closing Costs and Adjustments" Section of the Plan.

FOOTNOTES TO SCHEDULE A

1. The number of bedrooms in the Units is computed in accordance with the Multiple Dwelling Law of the State of New York and the Administrative Code of the City of New York. A bedroom is a room used for sleeping purposes. Dining bays and dinettes fifty (50) square feet or less in floor area, foyers, water-closet compartments, bathrooms, cooking spaces less than eighty (80) square feet in area, and halls, corridors and passageways entirely within the Unit is not a bedroom.

The estimate floor area of each Unit is based on the floor plans included in Part II of the Plan.

The horizontal physical dimensions of each Residential Unit consist of the floor area enclosed by the exterior face of exterior walls adjacent to the Residential Unit and the centerline of the demising walls between the Residential Units, corridors, elevator and stairs. The vertical physical dimensions of each Residential Unit consist of the area enclosed by the top of the concrete floor slab below (located under the finished flooring and sub-floor materials) and the underside of the concrete slab above.

The Limited Common Elements are not included in the dimensions.

The above measurements are not based from interior surfaces of interior walls. Therefore, the actual area comprising each Residential Unit is significantly less than the area listed in Schedule A.

The above measurements of each Residential Unit significantly exceed the actual usable floor area of the Residential Unit.

Sponsor reserves the right, for itself, its successors and assigns, to sell and transfer floor area, as defined in the Zoning Resolution of the City of New York (the "Zoning Resolution") and development rights to other buildings and to retain the entire consideration for such transfer. The term "development rights" shall mean any right under the present or any applicable future zoning law to use such floor area to increase the size of the Building and any rights appurtenant thereto. However, under no circumstances will Sponsor transfer 62.4 square feet of development rights in the Building acquired from the adjacent parcel located at 300 East 96th Street, New York, New York.

Neither any Unit Owner nor the Board shall have any right, title or interest in such floor area and development rights. Neither any Unit Owner nor the Board shall be deemed to be a "party in interest," as defined in Section 12-10 of the Zoning Resolution of the City of New York, for the purpose of any such transfer, and should not be listed in a Certification of Parties in Interest thereto. Neither a Unit Owner nor the Board shall be a party to any documents for the purpose of any such transfer, including, without limitation, Purchase and Sale of Development Rights Agreement, Zoning Lot Development and Easement Agreement, Declaration of Zoning Lot Restrictions, Waiver of Declaration of Zoning Lot Restrictions, Light and Air Easement.

Sponsor does not intend to add additional units, which will become part of the Condominium.

2. THE BALCONIES, PRIVATE TERRACES AND STORAGE SPACES ARE UNINHABITABLE SPACES. THEY MAY NOT BE USED A BEDROOM OR LIVING ROOM. THEIR USE AS BEDROOM OR LIVING ROOM MAY RESULT IN A BUILDING CODE VIOLATION ISSUED FOR THE BUILDING.

3. Prices and terms of sale, such as an assignment of the Purchase Agreement and an extension of a closing without incurring any penalties, are negotiable. Sponsor may enter into a Purchase Agreement with an individual Purchaser to sell one or more Units at prices lower than those set forth in Schedule A without filing an amendment. Please review "Changes in Prices and Units" Section of the Plan for a detailed discussion.

Please also review "Unit Closing Costs and Adjustments" Section of the Plan, which discloses and explains the additional closing costs and adjustments that Purchaser may have to pay in connection with the purchase of a Unit.

4. Each Unit will have appurtenant thereto a Common Interest as expressed in the Declaration. In accordance with Section 339-i(1)(iv) of the Real Property Law of the State of New York, the Common Interest has been allocated to each Unit 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.

Each Residential Unit will come with appliances such as a refrigerator, oven, cook top, range hood, dishwasher and microwave. No Unit will be equipped with a washer and dryer.

5. Sponsor is not offering or procuring mortgage financing. If Purchaser obtains financing, Purchaser's debt service will be an additional expense. Projected carrying charges do not include costs such as repairs to the interior of the Unit, separately metered electricity and cable television service. Please review Schedule B-1 for approximate electricity consumption by each Unit for the heat and cooling.

6. After the Condominium is divided into individual tax lots, each Unit will be taxed as a separate tax lot for real estate tax purposes and the Unit Owner will not be responsible for the payment of, nor will the Unit be subject to, any lien arising from the non-payment of taxes on other Units.

Unit Owners who itemize their deductions should, for Federal income tax purposes, be entitled to a deduction for real estate taxes in the year paid, or accrued, under Section 164 of the Internal Revenue Code.

Sponsor anticipates that the construction will be completed by June 30, 2018.

Real estate tax benefits pursuant to Section 421-A of the Real Property Tax Law of the State of New York will not be available to the Units.

It is anticipated that Units will be separately assessed for the 2018/2019 tax year.

Metropolitan Realty Exemptions, Inc. estimated that the assessed value of the Property for the post-construction year of 2018/2019 will be \$3,834,881.00.

The projected real estate taxes in Schedule A are calculated based on the Property being in Tax Class 2 and the 2016/17 tax rate of 12.892% of the assessed value of the Building for the post-construction year of 2018/2019.

The real estate taxes payable in Schedule A are determined by applying said data to calculate real estate taxes against the Property and then allocating the amount due in conformity with the allocation of the Common Interests. The tax assessment for each Unit by the City of New York may be allocated on a basis that differs from the allocation of Common Interests. All figures are estimates.

IN THE EVENT THERE ARE INCREASES IN THE REAL ESTATE TAX RATE OR THE UNIT'S ASSESSED VALUATION, REAL ESTATE TAXES MAY BE HIGHER THAN SET FORTH IN THE PLAN FOR THE FIRST YEAR OF OPERATION OF THE CONDOMINIUM AND IN FUTURE YEARS. HENCE, INDIVIDUAL CARRYING COSTS FOR ALL UNITS WILL ALSO BE HIGHER.

Please see "Real Estate Taxes" Section of the Plan.

7. Unit Owners who itemize their deductions should, for Federal income tax purposes, be entitled to a deduction for mortgage interest and real estate taxes in the year paid, or accrued, under Section 163 and 164 of the Internal Revenue Code. The projected tax deductions may vary in future years due to changes in the interest rate on the Unit Owner's mortgage, if any, or from changes in the allocation of constant debt service payments to interest and principal, or due to changes in real property taxes resulting from the expiration of real estate tax benefits, or from changes in the assessed value, the tax rate or the method of assessing real property.

THE FOREGOING SCHEDULE A IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE BY ANYONE THAT THE ANNUAL CARRYING CHARGES OR EXPENSES FOR THE FIRST OR ANY SUBSEQUENT YEAR OF OPERATION OF THE CONDOMINIUM WILL BE AS SET FORTH THEREIN OR THAT SUCH CARRYING CHARGES OR EXPENSES WILL NOT VARY FROM THE AMOUNTS SHOWN IN SCHEDULE A.

SCHEDULE B

BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION

September 1, 2018– August 31, 2019

Projected Income

Common Charges	\$701,692.00
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Projected Expenses

Payroll and related expenses (1)	\$321,544.00
Gas (2)	\$75,747.00
Electricity (3)	\$42,240.00
Water charges and sewer rents (4)	\$35,941.00
Repairs, maintenance and supplies (5)	\$35,400.00
Service contracts (6)	\$20,400.00
Insurance (7)	\$40,000.00
Management fee (8)	\$34,500.00
Legal fees and audit fees (9)	\$18,800.00
Administrative fees (10)	\$1,950.00
Contingency (11)	\$5,000.00
Yearly reserve fund (12)	<u>\$70,170.00</u>
TOTAL	\$701,692.00

Note: All figures are rounded to the nearest dollar.

IF THE ACTUAL OR PROJECTED DATE OF COMMENCEMENT OF CONDOMINIUM OPERATIONS IS DELAYED MORE THAN SIX (6) MONTHS FROM THE BUDGET YEAR PROJECTED IN THE PLAN, THE PLAN WILL BE AMENDED TO INCLUDE A REVISED BUDGET DISCLOSING AMENDED PROJECTIONS. IF SUCH AMENDED PROJECTIONS EXCEED THE ORIGINAL PROJECTIONS BY 25% OR MORE, ALL PURCHASERS WILL HAVE A RIGHT TO RESCIND THEIR PURCHASE AGREEMENTS WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF PRESENTATION, WHETHER OR NOT SPONSOR OFFERS TO GUARANTEE THE PREVIOUS BUDGET PROJECTION. SPONSOR WILL RETURN ANY DEPOSIT OR DOWNPAYMENT TO PURCHASERS WITHIN TEN (10) DAYS AFTER RECEIPT OF WRITTEN NOTICE OF RESCISSION. IN ADDITION, ALL PURCHASERS WILL HAVE A RIGHT TO RESCIND THEIR PURCHASE AGREEMENTS IF (I) THE ACTUAL DATE OF CLOSING OF TITLE TO THE FIRST RESIDENTIAL UNIT; OR (II) THE PROJECTED DATE OF CLOSING OF TITLE TO THE FIRST RESIDENTIAL UNIT OCCURS LATER THAN AUGUST 31, 2019, TWELVE (12) MONTHS AFTER THE PROJECTED DATE FOR THE FIRST CLOSING. SPONSOR MAY NOT DECLARE THE PLAN EFFECTIVE WHERE THERE ARE ANY MATERIAL CHANGES TO THE BUDGET IF THESE CHANGES HAVE NOT BEEN DISCLOSED BY A DULY FILED AMENDMENT TO THE PLAN.

FOOTNOTES TO SCHEDULE B

1. Payroll and related expenses. Due to the size of the Building, the Managing Agent will employ one (1) full-time superintendent, who resides within two hundred (200) feet of the Building, in accordance with Section 27-2052 of the Administrative Code of the City of New York. The superintendent will be required to provide the following services:

- (a) cleaning and maintenance of the Common Elements of the Condominium, including the making of minor exterior repairs of the Common Elements;
- (b) the removal of garbage, refuse, ashes and wastes from the Building and placement on the street (curbside) for pickup; and
- (c) the removal of snow, ice, dirt and other matter from the sidewalk and gutter.

The Managing Agent will also employ one (1) part-time porter and four (4) full-time doormen.

The budgeted figure assumes that the superintendent will work Monday thru Friday, thirty (30) hours per week at a rate of \$30.00 per hour, the porter will work Monday thru Friday, twenty (24) hours per week at a rate of \$20.00 per hour, and the doormen will work a total of 168 hours per week at a rate of \$24.00 per hour. The hourly rate exceeds a mean hourly rate of \$15.12 for superintendent and \$19.27 for porter and doormen services as published by the United States Department of Labor, Occupational Employment Statistics.

The projected level of staffing for the Building complies with all applicable housing and labor laws.

The projected figure is based upon the superintendent, porter and doormen not being a member of any labor union.

<u>Position</u>	<u>Yearly Base Wage Rate</u>
Superintendent	\$46,800.00
Porter	\$24,960.00
Doormen	\$209,664.00
FICA @ 7.65% of Base Wages	\$21,530.00
Worker's Compensation @ 5.5% of Base Wages	\$15,480.00
FUI and FUTA-NYS Unemployment @425	
per employee	\$2,550.00
NYS Disability @ \$60 per employee	\$360.00
Contingency	<u>\$200.00</u>
Total Wages, Taxes and Benefits	\$321,544.00

Necessary repairs to the Common Elements of the Condominium will be performed by construction companies hired by either the Board of Managers of the Condominium Association or Managing Agent.

2. Gas. The budgeted figure is based upon an estimate provided by TSF Engineering, PC, having an address at 220 Park Avenue South, Suite 916, New York, NY 10003. It is based on an estimated annual gas consumption of 34,500.00 Therms for the domestic hot water and common area heat, the tariff of \$1.91 per Therm, the inflation adjustment of 10% and the tax of 4.5%.

3. Electricity. The budgeted figure is based upon an estimate provided by TSF Engineering, PC, having an address at 220 Park Avenue South, Suite 916, New York, NY 10003. It is based on an estimated annual electrical consumption of 146,975.00 kWh by lighting, elevators and other appliances or equipment, the tariff of \$0.25 per kWh, the inflation adjustment of 10% and the tax of 4.5%.

The cost for electricity consumption by the Residential Units for the heat and cooling will be separately billed to and paid by each Unit. Please review Schedule B-1 for approximate electricity charges for each Residential Unit.

4. Water charges and sewer rents. The budgeted figure is based upon an estimate provided by TSF Engineering, PC, having an address at 220 Park Avenue South, Suite 916, New York, NY 10003. It is the projected cost of water charges and sewer rents for all Units. It is based on an estimated annual consumption of 3,066,000.00 gallons of water, the current water charge of \$3.39 per 100 cubic feet of water (748 gallons) and the current sewer charge of \$5.39 per 100 cubic feet of water (748 gallons).

5. Repairs, maintenance and supplies. The budgeted figure represents the estimated costs for the first year of condominium operations for repairs, maintenance and supplies. It is based on estimates provided by Choice NY Property Management LLC, having an address at 220 5th Avenue, 15th fl., New York, NY 10001. The Building is being newly constructed and no historical costs for repairs and maintenance are available. Being a newly constructed, no amounts have been allocated for the repair of Building systems (mechanical, electrical, water, heating, cooling and other systems), envelope or for other capital expenditures. This budget line items includes the purchase of small equipment and tools that maybe necessary during the initial year of building operations. Such equipment might include vacuum cleaner, snow blower and various power tools.

6. Service contracts. The budgeted figure represents the estimated costs for the first year of condominium operations for service contracts. It is based on estimates provided by Choice NY Property Management LLC, having an address at 220 5th Avenue, 15th fl., New York, NY 10001. It should be noted that Sponsor did not enter into any service contracts for the Building as of the date of the Plan. However it is anticipated that, prior to the closing of the first Unit, the Board of Managers will enter into service contracts for systems with the contractors who installed them. Purchasers are advised that the projections are only estimates and include

reasonable allowances for increases in costs that may arise prior to the first year of condominium operations. It is anticipated that service contracts include, such items, as:

Elevator	\$14,400.00
Fire Alarm System	\$1,040.00
Sprinkler System	\$1,960.00
Exterminator	<u>\$3,000.00</u>
Total:	\$20,400.00

7. Insurance. The projected figure is the projected cost of insurance for the Property. It is not based upon existing coverages for the Property. It is based upon coverages suggested and premiums estimated by A Logan Insurance, having an address at 260 West 36th Street, 3rd fl., New York, NY 10018, (hereinafter called the "Insurance Agent"). Although the projection is considered to be reasonable, there can be no guarantee that the estimate premium will not escalate or that such coverage will continue to be available. The insurance proposal provides for the following coverages:

PROPERTY DAMAGE:

Building	\$23,000,000.00
(All Risk/Agreed Amount/Replacement Cost)	
Business Personal Property	\$200,000.00
Business Income with Extra Expense	\$400,000.00
Earthquake	\$10,000,000.00
Deductible	\$25,000.00
Flood	\$10,000,000.00
Deductible	\$25,000.00

LIABILITY:

General Aggregate	\$2,000,000.00
Products/Completed Operations	\$1,000,000.00
Personal & Advertising Injury:	\$1,000,000.00
Each Occurrence	\$1,000,000.00
Damages to Premises Rented to You	\$500,000.00
Medical Expenses	\$10,000.00
Hired & Non-Owned Auto Liability	\$1,000,000.00
Employee Benefits Liability	\$1,000,000.00

CRIME:

Employee Dishonesty	\$500,000.00
Deductible	\$5,000.00

DIRECTORS & OFFICERS LIABILITY:

Aggregate	\$1,000,000.00
Per Claim	\$1,000,000.00

UMBRELLA LIABILITY:

Aggregate	\$100,000,000.00
Each Occurrence	\$100,000,000.00

The projected figure includes public liability insurance, which is required prior the closing of the first Unit.

The insurance coverage meets the requirements of any mortgage lender procured by Sponsor.

Sponsor, at the sole cost and expense of the Condominium Association, will cause to be delivered to the Condominium Association on the closing date of the first Unit, policies providing the insurance described above or binders thereof, on the terms that provide:

- (1) that each Unit Owner will be an additional insured party;
- (2) that there will be no cancellation without notice to the Board of Managers;
- (3) a waiver of subrogation;
- (4) a waiver of invalidity because of the acts of the insured and Unit Owners; and
- (5) a waiver of pro-rata reduction if Unit Owners obtain additional coverage.

In the opinion of the Insurance Agent, the amount of fire insurance is adequate, and the inclusion by the insurance company of the Agreed Amount clause avoids a co-insurance penalty.

In the opinion of the Insurance Agent, the amount of insurance is adequate to repair or replace the Building if it were totally destroyed. However, the policy does not guarantee the replacement of individual fixtures, and improvements installed by individual Unit Owners.

Purchasers are advised of the desirability of obtaining additional insurance, at their own cost and expense, to cover such risks as fire and casualty losses to Unit contents, replacements, additions, up-graded fixtures and improvements, and liability coverage for occurrences within the Unit or, where applicable, on the Limited Common Elements appurtenant to the Units.

8. Management fees. The budgeted figure is based upon the estimated annual cost for management services. At or prior to the first closing, Sponsor expects the Board of Managers to enter into a written agreement with Choice NY Property Management LLC, having an address at 220 5th Avenue, 15th fl., New York, NY 10001, (hereinafter called "Choice"), a real estate management firm. Choice will receive an annual fee for the initial year of operations of \$34,500.00 payable in advanced in equal monthly installments. The management fee for the initial year of building operations is based on prevailing rates for similar services for similar types of buildings.

9. Legal fees and audit fees. Based upon the quote from Lehman Newman Flynn Vollaro P.C., Certified Public Accountants, having an address at 14 Penn Plaza, Suite 2220, New York, NY 10122, \$6,800.00 of the budgeted item will be used for preparation of financial statements of the Condominium Association for the first year of operation. The balance of the budgeted figure, \$12,000.00, anticipates legal services during the first year of operation, but

would be insufficient to cover any substantial litigation. Said legal services will include the drafting of board meeting minutes and general advice to members of the board in connection with affairs of the Condominium Association.

10. Administrative fees. The budgeted figure includes anticipated expenses for payroll processing costs, permits and licenses, Board of Managers' expenses, meetings and events, postage, printing, copying, messenger services, miscellaneous office supplies.

11. Contingency. The budgeted figure is to provide a fund for unanticipated operating expenses during the initial year of building operations. Contingency is different from a reserve fund, which will be used only for capital expenditures.

12. Yearly Reserve Fund. The Condominium will have a reserve fund for capital expenditures only. It will be equal to 10% of the projected annual budget, including the reserve amount. The yearly reserve fund will be sufficient to pay for major capital repairs or replacement items likely to be needed within the first five years of operation following the first closing under the Plan. Please see "Reserve Fund" Section of the Plan.

SCHEDULE B-1

**BUDGET FOR INDIVIDUAL ENERGY COSTS FOR
FIRST YEAR OF CONDOMINIUM OPERATION**

September 1, 2018– August 31, 2019

Below are projected costs for electricity consumption by each Residential Unit for the heat and cooling, which will be separately billed to and paid by each Residential Unit. They are based upon estimates provided by TSF Engineering, PC, having an address at 220 Park Avenue South, Suite 916, New York, NY 10003.

Residential Unit No.	kW/yr	Annual Costs @ \$0.25 per kW	Inflation @10%	Tax @ 4.5%	Annual Total Costs
201	18200.00	\$4,550.00	\$455.00	\$225.23	\$5,230.23
301	13000.00	\$3,250.00	\$325.00	\$160.88	\$3,735.88
302	18200.00	\$4,550.00	\$455.00	\$225.23	\$5,230.23
303	31200.00	\$7,800.00	\$780.00	\$386.10	\$8,966.10
401	13000.00	\$3,250.00	\$325.00	\$160.88	\$3,735.88
402	18200.00	\$4,550.00	\$455.00	\$225.23	\$5,230.23
403	31200.00	\$7,800.00	\$780.00	\$386.10	\$8,966.10
501	13000.00	\$3,250.00	\$325.00	\$160.88	\$3,735.88
502	18200.00	\$4,550.00	\$455.00	\$225.23	\$5,230.23
503	31200.00	\$7,800.00	\$780.00	\$386.10	\$8,966.10
601	13000.00	\$3,250.00	\$325.00	\$160.88	\$3,735.88
602	18200.00	\$4,550.00	\$455.00	\$225.23	\$5,230.23
603	31200.00	\$7,800.00	\$780.00	\$386.10	\$8,966.10
701	13000.00	\$3,250.00	\$325.00	\$160.88	\$3,735.88
702	18200.00	\$4,550.00	\$455.00	\$225.23	\$5,230.23
703	31200.00	\$7,800.00	\$780.00	\$386.10	\$8,966.10
801	13000.00	\$3,250.00	\$325.00	\$160.88	\$3,735.88
802	18200.00	\$4,550.00	\$455.00	\$225.23	\$5,230.23
803	31200.00	\$7,800.00	\$780.00	\$386.10	\$8,966.10
901	13000.00	\$3,250.00	\$325.00	\$160.88	\$3,735.88
902	18200.00	\$4,550.00	\$455.00	\$225.23	\$5,230.23

Residential Unit No.	kW/yr	Annual Costs @ \$0.25 per kW	Inflation @10%	Tax @ 4.5%	Annual Total Costs
903	31200.00	\$7,800.00	\$780.00	\$386.10	\$8,966.10
1001	13000.00	\$3,250.00	\$325.00	\$160.88	\$3,735.88
1002	18200.00	\$4,550.00	\$455.00	\$225.23	\$5,230.23
1003	31200.00	\$7,800.00	\$780.00	\$386.10	\$8,966.10
1101	13000.00	\$3,250.00	\$325.00	\$160.88	\$3,735.88
1102	18200.00	\$4,550.00	\$455.00	\$225.23	\$5,230.23
1103	31200.00	\$7,800.00	\$780.00	\$386.10	\$8,966.10
1201	13000.00	\$3,250.00	\$325.00	\$160.88	\$3,735.88
1202	18200.00	\$4,550.00	\$455.00	\$225.23	\$5,230.23
1203	31200.00	\$7,800.00	\$780.00	\$386.10	\$8,966.10
1301	13000.00	\$3,250.00	\$325.00	\$160.88	\$3,735.88
1302	18200.00	\$4,550.00	\$455.00	\$225.23	\$5,230.23
1303	31200.00	\$7,800.00	\$780.00	\$386.10	\$8,966.10
1401	13000.00	\$3,250.00	\$325.00	\$160.88	\$3,735.88
1402	18200.00	\$4,550.00	\$455.00	\$225.23	\$5,230.23
1403	31200.00	\$7,800.00	\$780.00	\$386.10	\$8,966.10
1501	13000.00	\$3,250.00	\$325.00	\$160.88	\$3,735.88
1502	18200.00	\$4,550.00	\$455.00	\$225.23	\$5,230.23
1503	31200.00	\$7,800.00	\$780.00	\$386.10	\$8,966.10
PH1	54600.00	\$13,650.00	\$1,365.00	\$675.68	\$15,690.68
PH2S	46800.00	\$11,700.00	\$1,170.00	\$579.15	\$13,449.15
PH2N	46800.00	\$11,700.00	\$1,170.00	\$579.15	\$13,449.15
PH3S	46800.00	\$11,700.00	\$1,170.00	\$579.15	\$13,449.15
PH3N	46800.00	\$11,700.00	\$1,170.00	\$579.15	\$13,449.15
PH4	54600.00	\$13,650.00	\$1,365.00	\$675.68	\$15,690.68
PH5	54600.00	\$13,650.00	\$1,365.00	\$675.68	\$15,690.68
PH6	54600.00	\$13,650.00	\$1,365.00	\$675.68	\$15,690.68

Tsyngauz & Associates, P.C.

894 6th Avenue, 3rd Floor
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212 337 9770 telephone

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Yevgeny Tsyngauz, Esq.
Mikhail Litt, Esq.
Roman Kopelevich, Esq.
Simon I. Malinowski, Esq.

COMPLIANCE WITH REAL PROPERTY LAW SECTION 339-i

July 25, 2016

Real Estate Financing Bureau
New York State Department of Law
120 Broadway, 23rd floor
New York, NY 10271

Re: Vitre Condominium
302 East 96th Street
New York, NY 10128

Dear Sir/Madam:

I am the attorney for the sponsor and I have had over 10 years of experience in preparing contracts of sale and closing title to condominium units and as such have requisite experience to prepare this opinion letter. I am not the selling agent or managing agent for the above-referenced property.

I have reviewed the pertinent data with respect to the fair value of the units and other pertinent information with respect to the units. Based on these factors, and the annexed letter of Daniel Kuether, the allocation of common interest is being made pursuant to Section 339-i(1)(iv) of the Real Property Law of the State of New York, which provides that such interest shall be:

“(iv) 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.”

I certify that I am not owned or controlled by and have no beneficial interest in the sponsor.

Very Truly Yours,

Yevgeny Tsyngauz





Choice New York Management | 220 5th Avenue, 15th Floor New York, NY 10001 | 212 982 3600

COMPLIANCE WITH REAL PROPERTY LAW SECTION 339-i

July 22, 2016

Eric Brody
WWML96, LLC
894 6th Avenue, 4th fl.
New York, NY 10001

Re: Vitre Condominium
302 East 96th Street
New York, NY 10128

Dear Mr. Brody:

You have requested an opinion from me with regards to your allocation of common interest to units in the above-referenced condominium pursuant to Section 339-i(1)(iv) of the Real Property Law of the State of New York. You have informed me that the factual basis of calculating the percentage of common interest allocated to each Unit consists of the floor space, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit.

Based on my review of the foregoing factors, I have concluded that the proposed allocation of common interest to individual units is in compliance with Section 339-i(1)(iv) of the Real Property Law of the State of New York.

I am a property manager of Choice NY Property Management LLC, which has managed approximately 105 properties in the last 6 years. I am not, in any way, associated with you or any other participants in this project, and have no beneficial interest in your business, or in profitability of the project. This is an opinion only as to the relative value of each unit in relation to the value of the project as a whole; is strictly based on the information provided to me in such reasonable inquiries as to the validity thereof as I deemed appropriate under the circumstances; and is not intended as a guarantee of the actual value of any individual unit. I consent to the inclusion of this letter in your offering plan.

Very truly yours,

A handwritten signature in blue ink that reads "Daniel Kuether".

Daniel Kuether

CHANGES IN PRICES AND UNITS

Changes in Prices

The offering prices set forth in Schedule A must be changed by a filed amendment to the Plan when:

- (a) the change in price is an across the board increase or decrease affecting one or more lines of Units or Unit models, or
- (b) the change in price is to be advertised, or
- (c) the change in price is a price increase for an individual Purchaser.

Prices and specified terms of sale are negotiable and Sponsor may enter into a Purchase Agreement with an individual Purchaser to sell one or more Units at prices lower than those set forth in Schedule A without filing an amendment.

Changes in Units

Unless an affected Purchaser consents, no material change will be made in Unit size, layout, or percentage of Common Interest if a Purchase Agreement has been executed and delivered to Sponsor for that Unit and the Purchaser is not in default.

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 Element.

No change will be made in the size or number of Units and/or their respective percentages of Common Interest, and that no material change will be made in the size or quality of Common Elements, except by amendment to the Plan and, when applicable, to the Declaration.

For any Unit owned by Sponsor or Sponsor-designees, if not prohibited by the Condominium Act, Sponsor or Sponsor-designees shall have the right, without the vote or consent of the Board of Managers, other Unit Owners or the holders of Unit mortgages, to

- (a) make alterations, additions, or improvements, structural and non-structural, ordinary and extraordinary, interior and exterior, in, to and upon the Unit;
- (b) change the layout or number of rooms in the Unit;
- (c) change the size and/or number of such Units by subdividing a Unit, combining separate Units (including those resulting from any subdivision or otherwise) into one or more Units, altering the boundary walls between any Unit or otherwise; and
- (d) reapportion among such Unit(s) affected by such change in size or number, subdivision, combination or alteration, their appurtenant interests in the Common Elements; provided, however, that Sponsor or Sponsor-designees shall comply with all rules, 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. If Sponsor reapportions the Common Elements to be included in the Unsold Units, Sponsor must obtain consent from the affected Unit Owners.

Notwithstanding anything to the contrary, Sponsor must obtain the express written permission of Sponsor's Registered Mortgagees prior to any of the changes listed in this Section, until the Construction Loan and Mezzanine Loan have each been fully satisfied.

PRE-CLOSING POSSESSION

Sponsor does not intend to rent Units to Purchasers before the closing but reserves the right to do so in accordance with the terms set forth in this Section after plan consummation.

Purchaser does not have the right to take possession of the Unit prior to the closing without the prior written consent of Sponsor, which consent may be withheld for any reason or for no reason. Sponsor's refusal to consent to a pre-closing possession will not entitle Purchaser to cancel the Purchase Agreement or give rise to any claim for damages against Sponsor.

If Sponsor permits Purchaser to take a pre-closing possession of the Unit, the parties will execute the Pre-Closing Possession Agreement substantially in the form set forth in Part II of the Plan.

The Pre-Closing Possession Agreement will not establish a landlord-tenant relationship between Sponsor and Purchaser.

Pursuant to the Pre-Closing Possession Agreement, Purchaser will pay to Sponsor a monthly fee commencing on the possession date, through and including the date of the closing, which fee will be determined by Sponsor and Purchaser before the execution of the Agreement. Purchaser will also be responsible for all utilities as of the date of possession until the closing or return of possession to Sponsor.

Once Purchaser takes possession of the Unit, Purchaser will assume risk of loss from fire or other casualty not covered by insurance.

An uncured default under the Purchase Agreement will be a default under the Pre-Closing Possession Agreement. An uncured default under the Pre-Closing Possession Agreement will be a default under the Purchase Agreement.

Purchaser will have thirty (30) days to vacate the Unit after a default under the Purchase Agreement or rescission of the Purchase Agreement by Purchaser.

Before Sponsor can utilize a default under the Pre-Closing Possession Agreement to declare a default under the Purchase Agreement, Sponsor must either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against Purchaser unless Purchaser has vacated the Unit.

No rent protections laws are applicable to the Pre-Closing Possession Agreement.

Until the Construction Loan and the Mezzanine Loan are repaid, each Pre-Closing Possession Agreement is subject to the prior written approval of the Construction Lender and Mezzanine Lender, which consent may be withheld, delayed or conditioned in the discretion of each.

The Pre-Closing Possession Agreement is subordinate to Sponsor's Registered Mortgagees.

PROCEDURE TO PURCHASE

When a prospective Purchaser has decided to purchase a Unit, Purchaser will execute the Purchase Agreement substantially in the form set forth in Part II of the Plan and return four (4) copies thereof with the deposit check to Sponsor's attorney, TSYNGAUZ & ASSOCIATES, P.C., having an address at 894 6th Avenue, 3rd fl., New York, NY 10001. Purchaser will be afforded at least three (3) business days to review the Plan and all filed amendments prior to executing a Purchase Agreement. The Purchase Agreement will not be binding on Sponsor until a fully executed counterpart hereof has been sent out to Purchaser or Purchaser's attorney.

Among the important provisions of the Purchase Agreement are the following:

1. Deposit.

The required deposit will be 10% of the purchase price. However, such deposit may be increased for any upgrades, extras, special or custom work in the Unit ordered by Purchaser and itemized in the Purchase Agreement. Such deposit may also be decreased as an accommodation to Purchaser, but in no case will deposit be less than 5% of the purchase price.

If this Plan is abandoned, upgrade funds for the Unit will be returned to Purchaser.

Within thirty (30) days after delivery by Purchaser of an executed Purchase Agreement, together with the required deposit, Sponsor will either:

- (a) accept the Purchase Agreement and cause to be returned to Purchaser the fully executed counterpart thereof, or
- (b) reject the Purchase Agreement offer and refund the deposit tendered.

If Sponsor takes no action within said thirty (30) day period, the Purchase Agreement shall be deemed null and void.

In the event Purchaser is entitled to a rescission, other than in the event of an abandonment of the Plan by Sponsor, Purchaser will not receive a refund of any funds used for any upgrades, extras, special or custom work in the Unit ordered by Purchaser if such funds have been expended for such upgrades, extras, special or custom work. In the event the Plan is abandoned, all funds paid by Purchaser for any upgrades, extras, special or custom work in the Unit ordered by Purchaser shall be refunded to Purchaser within five (5) days of abandonment.

2. Escrow.

Sponsor shall comply with the escrow and trust requirements of Sections 352-e(2-b) and 352-h of the General Business Law of the State of New York.

Escrow Agent:

The law firm of TSYNGAUZ & ASSOCIATES, P.C., having an address at 894 6th Avenue, 3rd fl., New York, NY 10001 and telephone number (212) 337-9770, shall serve as escrow agent, (hereinafter called "Escrow Agent"), for Sponsor and Purchaser. Escrow Agent has designated Yevgeny Tsyngauz and Mikhail Litt to serve as signatories. All designated signatories are admitted to practice law in the State of New York. Neither Escrow Agent nor any authorized signatories on the account are Sponsor, Selling Agent, Managing Agent or any principal thereof, or has any beneficial interest in any of the foregoing.

The Escrow Account:

The Escrow Agent has established the escrow account at Capital One, N.A., having an address at 6521 18th Avenue, Brooklyn, NY 11204, a bank authorized to do business in the State of New York. The escrow account is entitled "TSYNGAUZ & ASSOCIATES, P.C., IOLA", and the escrow account number is [REDACTED], (hereinafter called the "Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of \$250,000.00 per deposit. Any deposit in excess of \$250,000.00 will not be insured. If Purchaser has accounts at the same bank as the Sponsor's account that holds escrowed funds, Purchaser's funds at the escrow bank factor into the \$250,000.00 insurance limit.

The Escrow Account is a non-interest bearing account established pursuant to Section 497(4)(a) of the Judiciary Law of the State of New York. 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.

All deposits received from Purchaser prior to the Closing shall be in the form of checks and shall be made payable directly to the order of "TSYNGAUZ & ASSOCIATES, P.C., as Escrow Agent". Any check payable to, or endorsed other than as required hereby, and which cannot be deposited in the Escrow Account shall be returned to Purchaser promptly, but in no event more than five (5) business days following receipt of such check by the Escrow Agent. In the event of such return of the deposit, the check shall be deemed not to have been delivered to Escrow Agent pursuant to the terms of the Purchase Agreement.

The Purchase Agreement:

The Purchase Agreement is set forth in Part II of the Plan. The relevant escrow provisions are included in Section 5 of the Purchase Agreement, which must be executed by the Escrow Agent.

Notification to Purchaser:

Within five (5) business days after the Purchase Agreement has been tendered to Escrow Agent along with the deposit, Escrow Agent shall sign the Purchase Agreement and place the deposit into the Escrow Account. Within ten (10) business days of the placing the deposit in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the deposit. Any deposits made for upgrades, extras, special or custom work shall be

initially deposited into the Escrow Account, and released in accordance with the terms of the Purchase Agreement.

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

Release of Funds:

All deposits, except for advances made for upgrades, extras, special or custom work received in connection with the Purchase Agreement, are and shall continue to be Purchaser's money, and may not be commingled with any other money or pledged or hypothecated by Sponsor, as per Section 352-h of the General Business Law of the State of New York.

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

Escrow Agent shall release the deposit if so directed:

- (a) pursuant to terms and conditions set forth in the Purchase Agreement upon closing of title to the Unit; or
- (b) in a subsequent writing signed by both Sponsor and Purchaser; or
- (c) by a final, non-appealable order or judgment of a court.

If Escrow Agent is not directed to release the deposit pursuant to paragraphs (a) through (c) above, and Escrow Agent receives a request by either party to release the deposit, then the Escrow Agent must give both Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the deposit. If 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) 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 New York County and shall give written notice to both parties of such deposit.

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

- (a) Purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or
- (b) all Purchasers after an amendment abandoning the Plan is accepted for filing by the Department of Law.

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

Waiver Void:

Any provision of the Purchase Agreement or separate agreement, whether oral or in writing, by which Purchaser purports to waive or indemnify any obligation of the Escrow Agent holding any deposit in trust is absolutely void. The provisions of applicable regulations of the Department of Law and Sections 352-e(2-b) and 352-h of the General Business Law of the State of New York concerning escrow trust funds shall prevail over any conflicting or inconsistent provisions in the Purchase Agreement, Plan, or any amendment thereto.

3. Compliance with Section of 71-a(3) of the Lien Law of the State of New York.

The Plan and the Purchase Agreement comply with Section of 71-a(3) of the Lien Law of the State of New York and any other applicable provisions of law.

4. Default of Purchaser.

TIME IS OF THE ESSENCE with respect to Purchaser's obligations to pay the Balance of the Purchase Price and to pay, perform or comply with Purchaser's other obligations under the Purchase Agreement. Upon the occurrence of an Event of Default defined in the Purchase Agreement, Sponsor, in its sole discretion, may elect by notice to Purchaser to cancel the Purchase Agreement. If Sponsor elects to cancel, Purchaser shall have thirty (30) days from the giving of the written notice of cancellation to cure the specified default.

If the default is not cured within such thirty (30) days, **TIME BEING OF THE ESSENCE**, then the Purchase Agreement will be deemed cancelled, and Sponsor will have the right to retain the deposit and actual costs incurred by Sponsor for any upgrades, extras, special or custom work in the Unit ordered by Purchaser, as and for liquidated damages. Upon the cancellation of the Purchase Agreement, 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 the Purchase Agreement and the Plan, and the Unit may be sold to another as though the Purchase Agreement had never been made, and without any obligation to account to Purchaser for any of the proceeds of such sale.

Sponsor shall not seek the remedy of specific performance in connection with the Purchase Agreement.

Sponsor must make a written demand for payment after default at least thirty (30) days before forfeiture of the deposit may be declared.

TIME IS OF THE ESSENCE means that Purchasers must perform their obligations under the Purchase Agreement at the time certain regardless of whether they are sick, disabled, or cannot attend the closing for any other reason.

5. Closing of Title.

After the Plan has been declared effective Sponsor will fix dates for closing title to all Units for which Purchase Agreements have been executed by serving notice on each Purchaser stating the date of the first closing and setting such Purchaser's closing date. The closing date will be no earlier than thirty (30) days after the giving of the notice. However, Purchaser may waive this thirty (30) day requirement if a firm closing date is set forth in the Purchase Agreement, and such date is within thirty (30) days of the execution of the Purchase Agreement.

Sponsor expects the first closing of a Residential Unit to occur on September 1, 2018. If such date is delayed twelve (12) months or more, Sponsor will offer Purchasers rescission.

Purchasers should note that even if the first Residential Unit closing occurs on or before September 1, 2018 or within the twelve month period thereafter, the closing of subsequent Units may be substantially delayed beyond such dates if a temporary certificate of occupancy has not been issued for such Units or for the floor on which such Units are located. In such case, provided that Sponsor is diligently pursuing completion of construction and the issuance of a certificate of occupancy and is otherwise in compliance with its obligations under the Plan, Purchasers will not be entitled to a right of rescission or to make claims against Sponsor for damages or losses as a result of such delays and will not be excused from paying the full purchase price for the Unit.

PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.

In the event however, Sponsor cannot convey title to the Unit on or before twelve (12) months from the date of the first Residential Unit closing, affected Purchasers will be afforded the right of rescission.

6. Power of Attorney.

At the closing, Purchaser will deliver to Sponsor a power of attorney in the form set forth in Part II of the Plan. The power of attorney will be executed and acknowledged by Purchaser in proper statutory form for recording. If Purchaser refuses to execute the power of attorney and deliver it to Sponsor, Purchaser will be in a default under the Purchase Agreement and Sponsor will have the right to retain the deposit and actual costs incurred by Sponsor for any upgrades, extras, special or custom work in the Unit ordered by Purchaser, as and for liquidated damages.

7. Rescission of the Purchase Agreement.

If (i) the actual date of closing of title to the first Residential Unit, or (ii) the projected date of closing of title to the first Residential Unit occurs later than August 31, 2019, twelve (12) months after the projected date for the first Residential Unit closing, Sponsor will offer all Purchasers a right of rescission until the midnight of the fifteenth day following receipt of Sponsor's offer to rescind. If the Plan is amended to provide for a later projected date for the first closing, and the first Residential Unit closing occurs more than twelve (12) months beyond that amended, later date, Sponsor will also offer all Purchasers a right of rescission until the midnight of the fifteenth day following receipt of Sponsor's offer to rescind. Purchaser must either personally deliver a written notice of rescission to Sponsor or Selling Agent prior to the midnight of said fifteenth day or mail the notice of rescission by certified or registered mail, return receipt requested, to Sponsor or Selling Agent so that mailing is post-marked by post-office prior to the midnight of said fifteenth day.

If the actual or projected date of the commencement of the first year condominium operations is delayed by more than six (6) months from the budget year projected in the Plan, Sponsor will amend the Plan to include a revised budget disclosing amended projections. If such amended projections exceed the original projections by 25% or more, Sponsor will offer all Purchasers a right of rescission until the midnight of the fifteenth day following receipt of Sponsor's offer to rescind. Purchaser must either personally deliver a written notice of rescission to Sponsor or Selling Agent prior to the midnight of said fifteenth day or mail the notice of rescission by certified or registered mail, return receipt requested, to Sponsor or Selling Agent so that mailing is post-marked by post-office prior to the midnight of said fifteenth day.

Purchaser have also a right to rescind the Purchase Agreement if financing contingency contained in Section 29 thereof is not satisfied. Purchasers are directed to Section 29 of the Purchase Agreement for a detailed explanation of the terms of the contingency.

8. Risk of Loss.

Prior to the first closing, the entire Building will be insured by Sponsor. After the first closing, the entire Building will be insured by the Condominium Association.

Risk of loss from fire or other casualty remains with Sponsor until legal title to the Unit has been conveyed to Purchaser, unless Purchaser, with the prior written consent of Sponsor, takes possession of the Unit before the closing pursuant to the Pre-Closing Possession Agreement. In such a case, Purchaser will assume risk of loss not covered by insurance.

Sponsor shall have no obligation or liability to repair or restore the Unit. If Sponsor elects to repair or restore the Unit, Sponsor shall notify Purchaser within sixty (60) days of the damage to the Unit. In the event Sponsor notifies Purchaser that it does not elect to repair or restore the Unit (which election shall be made within sixty (60) days of the damage to the Unit), or, if the Declaration has been recorded prior thereto and the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, the Purchase Agreement shall be deemed cancelled and all monies paid on account of the purchase price shall be returned to Purchaser.

within thirty (30) business days of Sponsor's notification to Purchaser that it does not elect to repair or restore the Unit or Unit Owners' notification that they do not intend to repair or restore the Unit pursuant to the By-Laws. 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 the Purchase Agreement and the Plan, except that if Purchaser is then in default hereunder (beyond any applicable grace period), Sponsor shall retain the deposit and actual costs incurred by Sponsor for any upgrades, extras, special or custom work in the Unit ordered by Purchaser, as and for liquidated damages.

An interim lessee should confer with an insurance adviser regarding property and liability insurance.

9. Financing Contingency.

Purchaser's obligation to purchase a Unit is contingent upon issuance, on or before forty five (45) days after a fully executed copy of the Purchase Agreement is given to Purchaser or Purchaser's attorney, (hereinafter called the "Commitment Date"), of a written commitment from Citizens Bank, N.A. having an address at 125 Park Avenue, 18th fl., New York NY 10017 [Attn.: Rolan Shnyder, (212) 857-6686], (hereinafter called the "Preferred Lender").

PURCHASERS UNDERSTAND THAT PURCHASERS ARE FREE TO SEEK FINANCING DIRECTLY FROM OTHER LENDERS, EITHER SOLELY OR PARALLEL WITH THE APPLICATION TO THE PREFERRED LENDER, BUT THE CONTINGENCY CONTAINED IN THIS SECTION SHALL ONLY APPLY IF AN APPLICATION ON THE ABOVE-SPECIFIED TERMS IS MADE IN GOOD FAITH TO THE PREFERRED LENDER AND IS DILIGENTLY PURSUED. THEREFORE, REFUSAL BY ANY LENDER TO MAKE A COMMITMENT TO PURCHASERS WILL NOT ENTITLE PURCHASERS TO CANCEL THE PURCHASE AGREEMENTS OR RECEIVE A REFUND OF THE DEPOSIT.

Purchaser shall (i) make prompt application to the Preferred Lender, for such mortgage loan within five (5) days after the fully executed copy of the Purchase Agreement is given to Purchaser or Purchaser's attorney, (ii) furnish to the Preferred Lender accurate and complete information regarding Purchaser and members of Purchaser's family, as required, (iii) pay all fees, points and charges required in connection with such application and loan, (iv) pursue such application with diligence, and (v) cooperate in good faith with the Preferred Lender. **IF PURCHASER FAILS TO COMPLY WITH THESE OBLIGATIONS, PURCHASER SHALL BE DEEMED TO HAVE WAIVED PURCHASER'S RIGHT TO CANCEL THE PURCHASE AGREEMENT AND TO RECEIVE A REFUND OF THE DEPOSIT BY REASON OF THE CONTINGENCY.**

If the Preferred Lender denies Purchaser's application in writing prior to the Commitment Date or if no Commitment is issued by the Preferred Lender on or before the Commitment Date, then, provided that Purchaser has complied with all his obligations set forth in the preceding paragraph, Purchaser will have a right of rescission until the midnight of the tenth day following the Commitment Date. Purchaser must either personally deliver a written notice of rescission to

Sponsor or Selling Agent prior to the midnight of said tenth day or mail the notice of rescission by certified or registered mail, return receipt requested, to Sponsor or Selling Agent so that mailing is post-marked by post-office prior to the midnight of said tenth day. If Purchaser fails to give timely notice of cancellation, then Purchaser will be deemed to have waived Purchaser's right to cancel the Purchase Agreement and to receive a refund of the deposit by reason of the contingency.

If a Commitment was issued but it lapsed or expired prior to the closing, Purchaser will make a good faith effort to extend the Commitment and pay all required costs, fees and expenses to extend the Commitment up to the closing. In no event whatsoever will Sponsor be liable for any costs, fees or expenses relating to the extension of the Commitment, even if the lapse or expiration of the Commitment resulted from a delay in the closing caused by Sponsor.

However, if a Commitment was issued but it lapsed or expired prior to the closing, and Purchaser has made a good faith effort to extend the Commitment, but the Preferred Lender nevertheless refused or failed to extend the Commitment, Purchaser will have a right of rescission until the midnight of the fifteenth day following notice from the Preferred Lender of its failure or refusal to extend the Commitment. Purchaser must either personally deliver a written notice of rescission to Sponsor or Selling Agent prior to the midnight of said fifteenth day or mail the notice of rescission by certified or registered mail, return receipt requested, to Sponsor or Selling Agent so that mailing is post-marked by post-office prior to the midnight of said fifteenth day. If Purchaser fails to give timely notice of cancellation, then Purchaser will be deemed to have waived Purchaser's right to cancel the Purchase Agreement and to receive a refund of the deposit by reason of the contingency.

If Purchaser acts in good faith and the Preferred Lender revokes a Commitment after the Commitment Date, Purchaser will have a right of rescission until the midnight of the fifteenth day following notice from the Preferred Lender of its revocation of the Commitment. Purchaser must either personally deliver a written notice of rescission to Sponsor or Selling Agent prior to the midnight of said fifteenth day or mail the notice of rescission by certified or registered mail, return receipt requested, to Sponsor or Selling Agent so that mailing is post-marked by post-office prior to the midnight of said fifteenth day. If Purchaser fails to give timely notice of cancellation, then Purchaser will be deemed to have waived Purchaser's right to cancel the Purchase Agreement and to receive a refund of the deposit by reason of the contingency.

If a Commitment was issued but its terms changed prior to the closing, Purchaser shall nevertheless be required to purchase a Unit.

The Condominium complies with the Preferred Lender's requirements applicable to condominiums, including without limitation, the amount of the Reserve Fund and the By-Laws. The Preferred Lender requires at least 35% of the Residential Units to be in contract and 50% of the Residential Units to be owner-occupied. As the closing of Purchaser's loan is contingent upon the satisfaction of these conditions, it is a special risk that even if a Purchaser obtains and satisfies all conditions of the financing commitment applicable to the Purchaser, the closing of the loan may be delayed or may not occur if the minimum sales and owner-occupancy requirements are not satisfied. If the Preferred Lender does not close a Purchaser's loan for this

reason, Sponsor will grant such Purchaser a right of rescission and a reasonable period of time to exercise such right.

Purchasers are directed to Section 29 of the Purchase Agreement for a detailed explanation of the terms of the contingency.

10. Conflicts.

In the event of any inconsistency or conflict between the provisions of the Purchase Agreement and the Plan, the provisions of the Plan will govern and be binding.

11. Modification of the Purchase Agreement.

The Purchase Agreement may not contain or be modified to contain a provision waiving Purchaser's rights or abrogating Sponsor's obligations under Article 23-A of the General Business Law of the State of New York.

ASSIGNMENT OF PURCHASE AGREEMENTS

Purchaser does not have the right to assign the Purchase Agreement without the prior written consent of Sponsor, which consent may be withheld for any reason or for no reason. Any purported assignment by Purchaser in violation of the Purchase Agreement will be voidable at the option of Sponsor and be deemed a default of Purchaser. Sponsor's refusal to consent to an assignment will not entitle Purchaser to cancel the Purchase Agreement or give rise to any claim for damages against Sponsor.

EFFECTIVE DATE

Sponsor's offer to sell the Units is contingent upon the Plan being declared effective and upon compliance with the relevant conditions and time periods described in the Plan. In declaring the Plan effective, the following will govern:

1. The Plan may be declared effective by (i) an amendment to the Plan or by (ii) personal service of a notice on each Purchaser stating that the Plan was declared effective on a particular date, the percentage used to declare the Plan effective and a list of the Units being counted to meet the minimum percentage under the terms of the Plan to declare it effective. The closing of the first Unit will not occur until the Plan is declared effective and the effectiveness amendment is accepted for filing by the Department of Law.

2. The Plan may not be declared effective unless bona fide Purchasers, including investors, have signed Purchase Agreements for at least 15% of the Residential Units offered under the Plan, which is equal to eight (8) Residential Units.

3. The Plan will not be declared effective based on the Purchase Agreements:

- (a) signed by Purchasers who have been granted a right of rescission that has not yet expired or been waived; or
- (b) if Purchaser was not afforded at least three (3) business days to review the Plan and all filed amendments prior to executing the Purchase Agreement; or
- (c) with any Purchaser who is Sponsor, the Selling Agent, or the managing agent or is a principal of Sponsor, the Selling Agent or the managing agent or is related to Sponsor, the Selling Agent, or the managing agent or to any principal of Sponsor or the Selling Agent or the managing agent by blood, marriage or adoption or as a business associate, an employee, a shareholder or a limited partner, except that such Purchaser other than Sponsor or a principal of Sponsor may be included if Sponsor has submitted proof satisfactory to the Department of Law establishing that Purchaser is bona fide.

The first Unit closing for purposes of tolling a 12-month period for commencement of the condominium operations must be for a Residential Unit.

4. The Plan must be declared effective when Purchase Agreements have been accepted by Sponsor for 80% or more of the Residential Units offered under the Plan, which is equal to thirty nine (39) Residential Units.

5. If Sponsor, at its option, abandons the Plan before the Plan is declared effective, within five (5) days of the acceptance of the abandonment amendment, all monies paid by Purchasers will be refunded to them in full. Sponsor will promptly file an amendment together with the form RS-3 as promulgated by the Department of Law.

6. Sponsor may not abandon the Plan after effectiveness for any reason other than:
- (a) a defect in title which cannot be cured without litigation or cannot be cured for less than one-half of 1% of the total offering amount;
 - (b) substantial damage or destruction of the Building by fire or other casualty which cannot be cured for less than one-half of 1% of the total offering amount;
 - (c) the taking of any material portion of the Property by condemnation or eminent domain.

Said sum will exclude any attorneys' fees or any such title defects or determinations of any authority or regulatory association which exist on the date of presentation of the Plan and are either known to Sponsor or are a matter of public record.

7. Sponsor will re-declare the Plan effective if all Purchase Agreements counted towards effectiveness are either rescinded or terminated prior to the date of the first unit closing, regardless of whether the Condominium Association Declaration has been recorded.

TERMS OF SALE

The term "closing of title", "closing date", "closing" or words of similar import, whenever used herein, is intended to signify the passage of title to a particular Unit or Units from Sponsor to Purchasers thereof.

1. At the closing, Sponsor will deliver to Purchaser a bargain and sale deed with covenants against grantor's acts substantially in the form set forth in Part II of the Plan conveying to Purchaser title to the Unit free and clear of liens, encumbrances and title exceptions other than those described in the proposed Unit deed and set forth below. The deed will be executed and acknowledged by Sponsor and Purchaser in proper statutory form for recording.

2. Prior to the first closing, the entire Building will be insured by Sponsor. After the first closing, the entire Building will be insured by the Condominium Association.

If between the date of the Purchase Agreement and the closing of title the Unit is damaged by fire or other casualty, the following will apply.

Risk of loss from fire or other casualty remains with Sponsor until legal title to the Unit has been conveyed to Purchaser, unless Purchaser, with the prior written consent of Sponsor, takes possession of the Unit before the closing pursuant to the Pre-Closing Possession Agreement. In such a case, Purchaser will assume risk of loss not covered by insurance.

Sponsor shall have no obligation or liability to repair or restore the Unit. If Sponsor elects to repair or restore the Unit (which election will be in its sole discretion and made within sixty (60) days of the damage to the Unit), the Purchase Agreement will continue in full force and effect, Purchaser will not have the right to reject title or receive a credit against, or abatement in, the purchase price, and Sponsor will be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss will, subject to the rights of the Board of Managers and other Unit Owners if the Declaration has theretofore been recorded, belong entirely to Sponsor and, if such proceeds are paid to Purchaser, Purchaser will promptly upon receipt thereof turn them over to Sponsor. The provisions of the preceding sentence will survive the closing of title.

In the event Sponsor notifies Purchaser that it does not elect to repair or restore the Unit (which election shall be made within sixty (60) days of the damage to the Unit), or, if the Declaration has been recorded prior thereto and the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, this Agreement shall be deemed cancelled and all monies paid on account of the Purchase Price shall be returned to Purchaser within thirty (30) business days of Sponsor's notification to Purchaser that it does not elect to repair or restore the Unit or Unit Owners' notification that they do not intend to repair or restore the Unit pursuant to the By-Laws. 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 the Purchase Agreement and the Plan, except that if Purchaser is then in default hereunder (beyond any applicable grace period), Sponsor shall retain the deposit

and actual costs incurred by Sponsor for any upgrades, extras, special or custom work in the Unit ordered by Purchaser, as and for liquidated damages.

3. A closing will take place only concurrently with the issuance of a temporary or final certificate of occupancy for the entire project or, issuance of a partial, temporary or final certificate of occupancy for the Unit closed or the Building in which the Unit is located.

4. Title to each Unit and its Appurtenant Interest in the Common Elements will be conveyed at the closing free and clear of all liens, encumbrances and title exceptions other those described in the proposed Unit deed and set forth below:

- (a) Zoning laws and regulations and landmark, historic or wetlands designations which are not violated by the Unit and which are not violated by the Common Elements to the extent that access to or use of the Unit would be materially and adversely affected.
- (b) Consents for the erection of any structure or structures on, under or above any street or streets on which the Building may abut.
- (c) The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations set forth in the Declaration, By-Laws and rules and regulations of the Condominium Association, the Power of Attorney to the Board of Managers of the Condominium Association and the Floor Plans of the Condominium Association, all as may be amended from time to time.
- (d) Rights of utility companies to lay, maintain, install and repair pipes, lines, poles, conduits, cable boxes and related equipment on, over and under the Building and Common Elements, provided that none of such rights imposes any monetary obligation on the owner of the Unit or materially interferes with the use of or access to the Unit.
- (e) Encroachments of stoops, areas, cellar steps, trim, cornices, lintels, window sills, awnings, canopies, ledges, fences, hedges, copings and retaining walls projecting from the Building over any street or highway or over any adjoining property and encroachments of similar elements projecting from adjoining property over the Common Elements.
- (f) Any state of facts which an accurate survey or personal inspection of the Building, Common Elements or Unit would disclose, provided that such facts do not render title unmarketable.
- (g) The lien of any unpaid common charge, real estate tax, water charge, sewer rent or vault charge, provided the same are paid or apportioned at the Closing.
- (h) The lien of any unpaid assessments to the extent of installments thereof payable after the closing.
- (i) Liens, encumbrances and title conditions affecting the Common Elements, which do not materially and adversely affect the rights of the Unit Owner to use and enjoy the Common Elements.
- (j) Notes or notices of violations of law or governmental orders, ordinances or requirements affecting the Building or the Common Elements (other

than the Unit), which the other Unit Owner or the Board of Managers of the Condominium Association are obligated to correct.

- (k) Standard exceptions contained in the form of fee title insurance policy then issued by the title insurance company insuring the Owner's title to the Unit.
- (l) Party Wall Agreement as recorded in Liber 3519 Cp 125.
- (m) Zoning Lot Certificate as recorded in CRFN 2014000337550.
- (n) Declaration of Zoning Lot Restrictions as recorded in CRFN 2015000098425.
- (o) Zoning Lot Development and Easement Agreement as recorded in CRFN 2015000098426.
- (p) Waiver of Declaration of Zoning Lot Restrictions as recorded in CRFN 2015000098428.
- (q) Light and Air Easement Agreement as recorded in CRFN 2015000098429.
- (r) Zoning Lot Description as recorded in CRFN 2015000310286.

5. All personal property located within the Unit on the date the Purchase Agreement is signed or located within the Common Elements on the date the Declaration is filed, that is owned by Sponsor is included in the conveyance unless specifically excepted in the Plan.

6. The Declaration, By-Laws and Floor Plans for the Condominium Association and such other documents, as required by law, will be recorded with the Office of the Register of the City of New York prior to the first conveyance of title to a Unit in accordance with the Condominium Act.

7. At the time of conveyance of the first Unit, each mortgagee will either:

- (a) consent to the formation of the Condominium and acknowledge that its lien will be limited to the Unsold Units;
- (b) subordinate the lien of its mortgage to the Declaration of the Condominium Association; or
- (c) release its lien on the Unit being conveyed and its interest in the Common Elements.

UNIT CLOSING COSTS AND ADJUSTMENTS

1. Closing Costs

At the closing of title, each Purchaser of a Unit will pay certain closing costs in addition to the legal fees of such Purchaser's counsel and the amount of any net credit in favor of Sponsor resulting from the closing adjustments described below. Such closing costs will include the following, the amounts of which are based on rates in effect on the date of the Plan and are subject to change without prior notice or amendment.

i. Owner's title insurance. If Purchaser elects to obtain owner's title insurance, Purchaser will pay a premium therefor to a title insurance company. According to Title Insurance Rate Service Association, (hereinafter "TIRSA"), the owner's policy rates, after deducting 15% of the standard rates, are:

First \$35,000 or less		\$402.00
Each Additional \$1,000.00 (or fraction thereof)		
From	To	
\$35,001.00	\$50,000.00	\$6.67
\$50,001.00	\$100,000.00	\$5.43
\$100,001.00	\$500,000.00	\$4.36
\$500,001.00	\$1,000,000.00	\$3.98

Purchasers are free to use title insurance companies of their own choice without incurring a penalty or additional fees.

ii. Loan title insurance. If Purchaser elects to obtain financing secured by his or her Unit, Purchaser will pay a premium for loan title insurance to a title insurance company. According to TIRSA, the loan policy rates are:

First \$35,000 or less		\$344.00
Each Additional \$1,000.00 (or fraction thereof)		
From	To	
\$35,001.00	\$50,000.00	\$5.55
\$50,001.00	\$100,000.00	\$4.54
\$100,001.00	\$500,000.00	\$3.64
\$500,001.00	\$1,000,000.00	\$3.31

If Purchaser elects to obtain an owner's title insurance and financing secured by his or her Unit, the loan policy rate will be calculated at 30% of the standard loan rate.

Purchasers are free to use title insurance companies of their own choice without incurring a penalty or additional fees.

Purchaser will also pay for various title insurance endorsements, including without limitation, TIRSA Condominium (Endorsement 4), TIRSA Residential Mortgage Endorsement, TIRSA Waiver of Arbitration Endorsement, ALTA Endorsement 6 (Variable Rate Mortgage). The endorsements will vary depending upon a lender. A fee for each endorsement is \$25.00.

iii. Abstract search. If Purchaser elects to obtain owner's title insurance or financing secured by his or her Unit, Purchaser will pay a fee to a title insurance company for conducting an abstract search of the Property and the Unit, which fee will vary depending upon a title insurance company. The fee may be between \$400.00 and \$600.00.

Purchasers may utilize the title insurance company of their choice without incurring any additional fees from Sponsor.

iv. Recording. Purchaser will pay a fee to the title insurance company for recording the deed, power of attorney and mortgage, which fee will vary depending upon a title insurance company. The fee may be between \$300.00 and \$400.00.

v. Financing. If Purchaser elects to obtain financing secured by his or her Unit, Purchaser will pay the mortgage recording tax to the Department of Finance of the City of New York. The tax is 1.80% of the loan amount of less than \$500,000.00 and 1.925% of the loan amount of \$500,000.00 or more for the Residential Unit.

In addition, Purchaser will pay lender's closing costs, including without limitation, loan origination fees, commitment fees, application fees, appraisal fees, credit reports fees, lender attorney fees, tax service fees, underwriting fees, messenger fees, bank document preparation fees and escrow reserve for the payment of annual real estate taxes and PMI premiums. The costs will vary depending upon a lender. **SPONSOR MAKES NO REPRESENTATION OR WARRANTY AS TO SUCH LENDER'S CLOSING COSTS OR AS TO THE AVAILABILITY OF SUCH FINANCING.**

vi. Transfer taxes. Although Sponsor has a statutory obligation to pay the New York City and New York State real property transfer taxes, Sponsor is transferring said obligation to Purchasers. Purchasers will pay the New York City real property transfer tax to the Department of Finance of the City of New York. The tax is 1.00% of the consideration for the Parking Unit and Residential Unit of \$500,000.00 or less and 1.425% of the consideration for the Parking Unit and Residential Unit of more than \$500,000.00.

Purchasers will also pay the New York State real property transfer tax to the Department of Finance of the City of New York. The tax is 0.4% of the consideration for the Residential Unit and Parking Unit.

If the consideration for the Residential Unit is equal to or more than \$1,000,000.00, Purchaser will also pay additional or "Mansion" New York State real property transfer tax to the

Department of Finance of the City of New York. The tax is 1% of the consideration for the Residential Unit.

The consideration is the purchase price of the Unit plus the New York City and New York State real property transfer taxes calculated on the amount of the purchase price.

vii. Document preparation fee. Purchaser of a Residential Unit will pay the fee of \$3,000.00 to TSYNGAUZ & ASSOCIATES, P.C. for services rendered in connection with the preparation of the closing documents and the conduct of the closing, plus an additional \$250.00 if the closing takes place outside the office of Sponsor's counsel and an additional \$250.00 if Purchaser fails to close on the date set forth in the notice of closing.

viii. Reimbursement fee. Purchaser of a Residential Unit will pay the fee of \$1,000.00 to Sponsor as partial reimbursement for the cost of preparing the Plan.

ix. Working capital fund contribution. Purchaser will be required to deposit the sum equal to two (2) months' Common Charges then applicable to each Unit being purchased with the Board of Managers for the initial contribution to the working capital fund.

The above closing costs are cumulative to the extent applicable to an individual Unit.

2. Mortgage Tax Credit

Section 339-ee(2) of the Real Property Law of the State of New York provides as follows:

"In the event the proceeds of a construction mortgage were applied to construction of a unit of condominium submitted to the provisions of this article, or in the event that a Unit submitted to the provisions of this act was subject to a blanket mortgage, and a mortgage tax was duly paid on such construction or blanket mortgage in accordance with article eleven of the tax law, then, as each unit is first conveyed, there shall be allowed a credit against the mortgage recording taxes that would otherwise be payable on a purchase money mortgage, said credit to be in the amount resulting from the product of Purchaser's pro rata percentage of interest in the common elements and the mortgage tax already paid on the construction or blanket mortgage."

In the event that a mortgage tax credit becomes available, pursuant to the above section, it is specifically understood that such credit shall inure to the benefit of Sponsor. Accordingly, at the closing of title, each Purchaser obtaining financing secured by his or her Unit will pay the full amount (but not in excess thereof) of the mortgage recording tax chargeable on the entire amount.

3. Example of Closing Costs for One of the Units of the Condominium

Residential Unit 1002

\$1,665,000.00 - Purchase Price

\$1,332,000.00 - Loan Amount, if applicable

Owner's title insurance	\$6,941.00
Loan title insurance, if applicable	\$1,433.00
Additional endorsements, if applicable	\$100.00
Abstract search	\$550.00
Recording of deed and power of attorney	\$500.00
Recording of mortgage, if applicable	\$250.00
Mortgage recording tax, if applicable	\$25,611.00
New York City transfer tax	\$24,160.00
New York State transfer tax	\$6,782.00
"Mansion" tax	\$16,954.00
Document preparation fee	\$3,000.00
Reimbursement fee	\$1,000.00
Working capital fund contribution	\$2,116.00

Total: \$89,397.00

4. Closing Adjustments

At the closing of title to each Unit, the following adjustments shall be made as of the midnight of the day preceding the closing date with respect to the Unit:

- (a) real estate taxes and assessments, if any, on the basis of the period for which assessed;
- (b) Common Charges and assessments for the month in which title closes; and
- (c) if Purchaser is allowed to occupy the Unit prior to the closing, accrued occupancy fees and any other charges pursuant to a pre-closing possession agreement, if any, covering the Unit.

In the event that the Units have not been separately assessed for real estate tax purposes prior to the closing of title to the first Unit, Sponsor will place in escrow in the name of the Board of Managers an amount equal to the real estate taxes attributable to the Unsold Units, which will be levied against them for the six (6) month period following the first closing, or until the Units are separately assessed, whichever is sooner, and will collect at each Unit closing the estimated amount of taxes attributable to such Unit for the balance of the six (6) month period. The Board of Managers will pay the real estate taxes from the escrow account when taxes are due and payable and Sponsor will be entitled to reimbursement from Unit Owners to the extent of the actual assessment. If the Unit has not been separately assessed for real estate taxes as of the closing date for the then current tax period, the adjustment will be based upon the assessment for the Property and the percentage interest in the Common Elements appurtenant to the Unit.

Installments for tax assessments due after delivery of the deed, if any, will be paid by Purchaser and will not be considered a defect in title.

Sponsor, in its initial post closing amendment, will disclose whether or not Sponsor pre-paid the real estate taxes and the amount of the funds deposited in escrow for the payment of the real estate taxes.

5. Default By Purchaser

Provided Sponsor is ready, willing and able to close title in accordance with the Purchaser Agreement, if Purchaser fails for any reason to close title to the Unit on the originally scheduled closing:

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

Purchaser shall also be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in defending Sponsor's rights under the Purchase Agreement or, in the event Purchaser defaults under the Purchase Agreement beyond any applicable grace period, in canceling the Purchase Agreement or otherwise enforcing Purchaser's obligations hereunder.

THE ENTIRE CONTENTS OF THIS SECTION, AS SAME MAY BE REVISED OR AMENDED, WILL BE DEEMED TO BE INCORPORATED IN THE PURCHASE AGREEMENT FOR EACH UNIT.

RIGHTS AND OBLIGATIONS OF SPONSOR

1. Sponsor will endeavor, in good faith, to sell in a reasonably timely manner, all Residential Units to Purchasers for personal occupancy of Purchasers or their immediate family. However, in the event that there is a significant decline in market values of at least 25% from the offering prices set forth in the Purchase Agreements counted toward effectiveness, Sponsor reserves the right to rent, rather than sell, after filing the Declaration of Condominium Association and the first transfer of title to a Unit to at least one Purchaser under the Plan, the Residential Units until there is an upturn in the market. Sponsor's good faith effort to sell to Purchasers will include listing Unsold Units with brokers, showing Unsold Units to broker and prospective Purchasers or their representatives, filing update amendments to the Plan and otherwise engaging in customary sales activities. Sponsor will disclose in an amendment to the Plan if it opts out to rent, rather than sell the Residential Units.

If Sponsor opts to rent, rather than sell, the Residential Units, the Plan may not result in the creation of a condominium in which a majority of the Units are owned by owner-occupants or investors unrelated to Sponsor. Under such circumstances, Sponsor will be under no obligation to sell more than 15% of the Units necessary to declare the Plan effective and owner-occupants may never gain effective control and management of the Condominium Association.

Sponsor cannot rent Residential Units prior to filing the Declaration of Condominium Association and the first transfer of title to a Unit to at least one Purchaser under the Plan following a declaration of effectiveness by Sponsor and acceptance of the amendment by the Department of Law confirming or declaring the Plan effective.

Sponsor shall not sell any Unit for less than the minimum sales prices contained in the senior loan documents of the Construction Lender and the mezzanine loan documents of the Mezzanine Lender. These prices are below offering prices for each Unit set forth in Schedule A.

2. Sponsor will defend any suits or proceedings arising out of Sponsor's acts, omissions or representations and indemnify the Board of Managers and the Unit Owners.

If, after a foreclosure or deed in lieu of foreclosure, either Construction Lender or Mezzanine Lender becomes Sponsor's successor in interest with respect to any Unsold Unit, neither lender shall have any responsibility or obligation to indemnify the Board of Manager or any Unit Owner from and against any damages, loss, cost, liability, expense, risks, claims, causes of action (including any cause of action arising from or related to any alleged construction defect or insufficient or inadequate disclosure made in this Plan), and obligations (including reasonable attorneys' fees) associated with or arising from any matter or cause of action that first occurred or arose after Construction Lender or Mezzanine Lender became Sponsor's successor with respect to that Unsold Unit.

All obligations pertaining to the Common Elements shall be enforceable only by the Board of Managers on behalf of the Unit Owners and not by the individual Unit Owners. However, nothing herein shall prevent an individual Unit Owner from bringing an action in the nature of a derivative action. During the time Sponsor controls the Board of Managers, it is

within its sole power to enforce the obligations of Sponsor pertaining to the Common Elements, and therefore, Sponsor agrees that during such period it will in its capacity as the Board of Managers, enforce such obligations when required to do so by a resolution duly passed by a majority of the Unit Owners, excluding Sponsor, at a special meeting of the Unit Owners called for such purposes.

3. All representations under the Plan, all obligations pursuant to the General Business Law of the State of New York and such additional obligations under the Plan, which are to be performed by Sponsor subsequent to the closing date, will survive delivery of any Unit deed.

4. Sponsor will pay all Common Charges, special assessments and real estate taxes with respect to Unsold Units. Sponsor represents that Sponsor has the financial resources to meet its obligations with respect to Unsold Units. Sponsor will fund its financial obligations to the Condominium Association from its own existing capital. No bond or other security has been posted to secure Sponsor's obligations under the Plan.

5. Sponsor shall have no obligation or liability to repair or restore the Unit damaged by fire or other casualty that occurs before closing of a Purchaser's Unit.

If Sponsor elects to repair or restore the Unit (which election will be in its sole discretion and made within sixty (60) days of the damage to the Unit), the Purchase Agreement will continue in full force and effect, Purchaser will not have the right to reject title or receive a credit against, or abatement in, the purchase price, and Sponsor will be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss will, subject to the rights of the Board of Managers and other Unit Owners if the Declaration has theretofore been recorded, belong entirely to Sponsor and, if such proceeds are paid to Purchaser, Purchaser will promptly upon receipt thereof turn them over to Sponsor. The provisions of the preceding sentence will survive the closing of title.

In the event Sponsor notifies Purchaser that it does not elect to repair or restore the Unit (which election shall be made within sixty (60) days of the damage to the Unit), or, if the Declaration has been recorded prior thereto and the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, this Agreement shall be deemed cancelled and all monies paid on account of the Purchase Price shall be returned to Purchaser within thirty (30) business days of Sponsor's notification to Purchaser that it does not elect to repair or restore the Unit or Unit Owners' notification that they do not intend to repair or restore the Unit pursuant to the By-Laws. 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 the Purchase Agreement and the Plan, except that if Purchaser is then in default hereunder (beyond any applicable grace period), Sponsor shall retain the deposit and actual costs incurred by Sponsor for any upgrades, extras, special or custom work in the Unit ordered by Purchaser, as and for liquidated damages.

6. Sponsor will procure fire and casualty insurance pursuant to an agreed amount replacement value policy or in an amount sufficient to avoid co-insurance, as reflected in Schedule B.

7. In the event of the dissolution or liquidation of Sponsor or the transfer of 20% or more of the total number of the Units in the Condominium, the principal 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, applicable law or regulations.

8. Sponsor does not intend to make a bulk sale of all or some of its Unsold Units. Bulk sales are not permitted pursuant to the terms of the senior loan documents of the Construction Lender and mezzanine loan documents of the Mezzanine Lender, unless the bulk sale of more than two (2) Units to a single purchaser will repay the loans and all amounts owing under the loan documents, in full.

9. Sponsor has obtained construction loan in the amount of \$43,125,000.00 from Pacific Western Bank, having an address at 5404 Wisconsin Avenue, 2nd fl., Chevy Chase, MD 20815 ("Pacific").

Pursuant to the senior loan documents, in the event Sponsor submits the Property to a condominium, then following such submission, Sponsor shall not have a right, without Pacific's prior written consent, to:

- (1) amend, modify, supplement or terminate any of the Condominium Documents other than an amendment, modification or supplement which merely increases the price of any Unit, but, in any case, Pacific shall be given notice of any such amendment, modification or supplement;
- (2) sell or offer for sale any Units except in compliance with the Condominium Documents and all applicable legal requirements;
- (3) enter into any contract for the sale of a Unit unless (A) the same is on the Approved Condominium Purchase Agreement Form, (B) the sale is to a Condominium Buyer, (C) the sale price is greater than or equal to the Condominium Minimum Release Price, (D) the sale price is payable in full by bank or certified check or wire transfer of immediately available funds at closing, (E) the Plan has been accepted for filing with the Department of Law, (F) such contract shall require the Condominium Buyer to deposit with the escrow agent under the Plan a non-refundable cash amount equal to not less than the Condominium Minimum Purchase Deposit and shall provide that such amount shall be retained by Sponsor as liquidated damages upon default beyond all applicable grace, notice and cure periods by the Condominium Buyer of its purchase obligation under such contract, (G) such contract shall be subject to no conditions upon the purchaser's obligation (except for financing contingencies, customary title conditions and rights of rescission required by law) and (H) the required Unit purchase date under such contract as soon as permitted by applicable laws and not later than thirty (30) days prior to December 31, 2019;

- (4) amend, modify or supplement any Qualifying Contract if such amendment, modification or supplement is a condominium material amendment, or terminate any Qualifying Contract (except for default on the part of a purchaser thereto but with prompt notice to Pacific), or permit any of the foregoing actions to be taken or (B) release any deposit under any Qualifying Contract, except in each case, in accordance with the terms of such Qualifying Contract and the loan documents;
- (5) abandon or materially change its plan for submission of the Property to the condominium regime of ownership; or
- (6) appoint any sales manager or listing agent for the Property without first having (A) obtained Pacific's prior written approval, such approval not to be unreasonably withheld or conditioned, and (B) delivered to Pacific a subordination and assignment of any such sales/listing agreement in form and substance reasonably satisfactory to Pacific.

The senior loan documents define:

- i. "Approved Condominium Purchase Agreement Form" as the form of sale contract for Units approved by Pacific in its permitted discretion prior to the date the first contract for sale of a Unit is entered into by a prospective buyer, together with such amendments, modifications, supplements and addenda thereto as are thereafter approved of (a) by Pacific in writing and (b) to the extent applicable, by the applicable governmental authority;
- ii. "Condominium Buyer" as a purchaser of not greater than two (2) Units pursuant to a Qualifying Contract (unless the bulk sale of more than two (2) Units to a single purchaser will repay the loan and all amounts owing under the loan documents, in full), which purchaser shall be, unless Pacific has given its prior written consent (in its good faith sole discretion) prior to Sponsor's (or Sponsor's agent's) execution of the applicable Qualifying Contract, (a) a third party unaffiliated with Sponsor or its principals and (b) acquiring the Unit with the intent to occupy such Unit and not as an investment; provided, however, with Pacific's prior written consent, which may be withheld in Pacific's permitted discretion, a purchaser may purchase more than two (2) Units as an investment and not for occupancy as a primary residence;
- iii. "Condominium Minimum Purchase Deposit" for each Unit, as an amount equal to not less than five percent (5%) of the total purchase price payable for such Unit under the applicable Qualifying Contract;
- iv. "Condominium Minimum Release Price" as to any Unit, as the minimum release price required to be paid to Pacific for the release of such Unit as provided in the senior loan documents;
- v. "Qualifying Contract" as a purchase and sale agreement for the sale of a Unit to a Condominium Buyer (a) which meets all of the following requirements: (i) is on the Approved Condominium Purchase Agreement Form with no condominium material amendments, other than those condominium material amendments approved in writing by Pacific prior to the execution of such purchase agreement, which approval may be withheld in Pacific's good faith sole discretion; (ii) provides for a minimum purchase price of not less than the

applicable Condominium Minimum Release Price, and which does not include any deferred payments to be made by the Condominium Buyer thereunder; (iii) includes an allocation of closing costs between Sponsor and the Condominium Buyer no less favorable to Sponsor than is customary practice for comparable condominium sales in the area in which the Property is located; and (iv) otherwise is in compliance with the terms of the loan documents; or (b) is approved in writing by Pacific in advance of the execution thereof, which approval may be withheld in Pacific's good faith sole discretion.

Upon the sale of each Unit, Sponsor shall be entitled to a release of such Unit from the lien of Pacific's mortgage immediately upon receipt of payment set forth in Pacific's mortgage recorded against the Property.

10. Sponsor's junior member, WWML96MEZZ, LLC, ("Junior Member"), has obtained mezzanine loan in the amount of \$17,050,000.00.00 from Terra Secured Income Fund 5, LLC, having an address at 805 Third Avenue, New York, NY 10022, ("Terra"), which loan is secured by a Pledge and Security Agreement from Junior Member pursuant to which Terra is granted a first priority security interest in all of Junior Member's Junior Interests in Sponsor.

Pursuant to the mezzanine loan documents, Junior Member shall not and shall not permit Sponsor, without Terra's prior written consent, to:

- (1) amend, modify, supplement or terminate any of the Condominium Documents other than an amendment, modification or supplement which merely increases the price of any Unit, but, in any case, Terra shall be given notice of any such amendment, modification or supplement;
- (2) amend, modify or supplement the Condominium Minimum Release Price, or sell or offer for sale any Condominium Units except in compliance with the Condominium Documents and all applicable legal requirements;
- (3) enter into any contract for the sale of a Unit unless (A) the same is on the Approved Condominium Purchase Agreement Form, (B) the sale is to a Condominium Buyer, (C) the sale price is greater than or equal to the Condominium Minimum Release Price, (D) the sale price is payable in full by bank or certified check or wire transfer of immediately available funds at closing, (E) the Plan has been accepted for filing with the Department of Law, (F) such contract shall require the Condominium Buyer to deposit with the escrow lender under the Plan a non-refundable cash amount equal to not less than the Condominium Minimum Purchase Deposit and shall provide that such amount shall be retained by Sponsor as liquidated damages upon default beyond all applicable grace, notice and cure periods by the Condominium Buyer of its purchase obligation under such contract, (G) such contract shall be subject to no conditions upon the purchaser's obligation (except for financing contingencies, customary title conditions and rights of rescission required by law) and (H) the required Unit purchase date under such contract as soon as permitted by applicable laws and not later than thirty (30) days prior to December 31, 2019;

- (4) amend, modify or supplement any Qualifying Contract if such amendment, modification or supplement is a condominium material amendment, or terminate any Qualifying Contract (except for default on the part of a purchaser thereto but with prompt notice to Terra), or permit any of the foregoing actions to be taken or (B) release any deposit under any Qualifying Contract, except in each case, in accordance with the terms of such Qualifying Contract and the loan documents;
- (5) abandon or materially change its plan for submission of the Property to the condominium regime of ownership;
- (6) appoint any sales manager or listing agent for the Property without first having (A) obtained Terra's prior written approval, such approval not to be unreasonably withheld or conditioned, and (B) delivered to Terra a subordination and assignment of any such sales/listing agreement in form and substance reasonably satisfactory to Terra.

The mezzanine loan documents define:

- i. "Approved Condominium Purchase Agreement Form" as the form of sale contract for Units approved by Terra in its permitted discretion prior to the date the first contract for sale of a Unit is entered into by a prospective buyer, together with such amendments, modifications, supplements and addenda thereto as are thereafter approved of (a) by Terra in writing and (b) to the extent applicable, by the applicable governmental authority;
- ii. "Condominium Buyer" as a purchaser of not greater than two (2) Units pursuant to a Qualifying Contract (unless the bulk sale of more than two (2) Units to a single purchaser will repay the loan and all amounts owing under the loan documents, in full), which purchaser shall be, unless Terra has given its prior written consent (in its good faith sole discretion) prior to Sponsor's (or Sponsor's agent's) execution of the applicable Qualifying Contract, (a) a third party unaffiliated with Sponsor or its principals and (b) acquiring the Unit with the intent to occupy such Unit and not as an investment; provided, however, with Terra's prior written consent, which may be withheld in Terra's permitted discretion, a purchaser may purchase more than two (2) Units as an investment and not for occupancy as a primary residence;
- iii. "Condominium Minimum Purchase Deposit" for each Unit, as an amount equal to not less than five percent (5%) of the total purchase price payable for such Unit under the applicable Qualifying Contract;
- iv. "Condominium Minimum Release Price" as to any Unit, as the minimum release price required to be paid to Terra for the release of such Unit as provided in the senior loan documents;
- v. "Qualifying Contract" as a purchase and sale agreement for the sale of a Unit to a Condominium Buyer (a) which meets all of the following requirements: (i) is on the Approved Condominium Purchase Agreement Form with no condominium material amendments, other than those condominium material amendments approved in writing by Terra prior to the execution of such purchase agreement, which approval may be withheld in Pacific's good faith sole discretion; (ii) provides for a minimum purchase price of not less than the

applicable Condominium Minimum Release Price, and which does not include any deferred payments to be made by the Condominium Buyer thereunder; (iii) includes an allocation of closing costs between Sponsor and the Condominium Buyer no less favorable to Sponsor than is customary practice for comparable condominium sales in the area in which the Property is located; and (iv) otherwise is in compliance with the terms of the loan documents; or (b) is approved in writing by Terra in advance of the execution thereof, which approval may be withheld in Terra's good faith sole discretion.

Pursuant to the mezzanine loan documents, Junior Member shall not and shall not permit Sponsor, without Terra's prior written consent to, sell any Unit without Terra's prior written consent. Provided no event of default under the loan documents exists, Terra shall, on Junior Member's written request, consent to the sale of any upon, among other things:

- (i) all conditions to the release of a Unit as set forth in the senior loan documents have been satisfied, including but not limited to, receipt by Pacific in cash or by wire transfer of immediately available funds or by certified or bank check payable to Pacific the greater of (x) the Condominium Minimum Release Price for such Unit and (y) one hundred percent (100%) of the Condominium Net Sale Proceeds in respect of each Unit;
- (ii) such Unit is not sold for less than the Condominium Minimum Release Price for such Unit.

From and after the Pacific's loan satisfaction date, as a condition to Terra's prior written consent to the sale of any Unit, Junior Member shall cause to be paid to Preferred Member, defined below, or Terra, at Terra's option, the greater of (w) the Minimum Release Price for such Unit, and (x) one hundred percent (100%) of the Mezzanine Net Sale Proceeds, ("Mezzanine Release Price").

Upon the closing of the sale of a Unit, Junior Member shall cause the title company acting as escrowee with respect to the closing of the sale of such Unit to pay the Mezzanine Release Price, directly to Preferred Member or Terra by wire-transfer of immediately available funds; provided, however, that all Mezzanine Net Sale Proceeds shall be held in escrow by such escrowee and shall not be disbursed unless and until Terra has approved the settlement statement setting forth the disbursement of funds in accordance with the terms of the mezzanine loan documents.

11. Sponsor's preferred member, Terra East 96, LLC, ("Preferred Member"), has made a capital contribution to Sponsor in the amount of \$1,150,000.00, and made a commitment for an additional capital contribution in the amount of \$450,000.00.

Pursuant to the Sponsor's operating agreement, Sponsor's sole manager, WWDG, LLC, ("Manager"), shall not execute or cause to be filed any Condominium Documents without Preferred Member's prior written consent, which may be provided in Preferred Member's sole but reasonable discretion. Manager shall not surrender, terminate or cancel any Condominium Documents, nor shall Manager modify, change, supplement, alter or amend, or waive or release

any of its rights and remedies under, any Condominium Documents without Preferred Member's prior written consent in each instance.

Manager on behalf of Sponsor shall obtain Preferred Member's prior written consent to the form of contract of sale which Sponsor shall use for the sale of any Condominium Unit (the "Approved Condominium Purchase Agreement Form"), and Manager on behalf of Sponsor shall not modify, change, supplement, alter or amend, or waive or release any of its rights and remedies under the Approved Condominium Purchase Agreement Form without the prior written consent of Preferred Member.

12. Sponsor will complete construction of the Building in accordance with the building plans and specifications identified in the Plan. Sponsor has the right to substitute equipment or materials and make modifications of layout or design of the Units, provided however, that Sponsor may not:

- (a) substitute equipment or materials of lesser quality or design; or
- (b) change the size or location of the Building or the Units other improvements or Common Elements if such changes affect the percentage of Common Interests or adversely affect the value of any Unit to which title has closed or for which a Purchase Agreement has been executed and is in effect unless all affected Unit Owners consent in writing to such change and all affected contract vendees are given the right to rescind their Purchase Agreements and receive a refund of any deposit or downpayment thereunder.

13. Prior to closing the first Unit, Sponsor will obtain a final certificate of occupancy for the Property or, alternatively, obtain a temporary or partial certificate of occupancy for the Unit or the Building in which the Unit to be closed is located. Sponsor and its principals will obtain a final certificate of occupancy for the Property within two (2) years of closing the first Unit, and in any event, before expiration of applicable temporary or partial certificate, as same may be renewed, replaced or extended.

If the first closing takes place prior to the issuance of a final certificate of occupancy for the Property, Sponsor will continue to hold all Purchasers' deposits in escrow account required by Section 352-e(2-b) of the General Business Law of the State of New York, or a lesser amount if so certified by Sponsor's architect or engineer as sufficient to complete the work necessary to obtain the final certificate of occupancy, in which case the sum exceeding the amount so certified by Sponsor's architect or engineer may be released from the escrow account. The amount retained in escrow pending the delivery of the final certificate of occupancy and the architect's or engineer's certification certifying such amount will be included in each post-closing amendments to the Plan until the final certificate of occupancy is obtained.

14. Sponsor is not obligated to obtain a final certificate of occupancy before the first closing.

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

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

Purchasers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have a FCO. A Factsheet on Certificates of Occupancy is available on the DOB website at:

http://www.nyc.gov/html/dob/downloads/pdf/co_factsheet.pdf.

15. Housing Merchant Implied Warranty (Article 36-B of the General Business Law of the State of New York) does not apply to this offering because the Building consists of more than five (5) stories. Thus, Sponsor will not provide the warranty required by that Article.

The Sponsor’s obligation, regardless of any limitations in the warranty or in this offering plan, is to construct the Building and the Units in accordance with all applicable codes and filed plans and specifications. Any conflict between the disclaimers and the Sponsor’s obligation to construct the Building and the Units in accordance with all applicable codes and filed plans and specifications shall be resolved in favor of the latter.

At or prior to the closing of the Unit, Sponsor will assign any manufacturer's warranties with respect to equipment and appliances installed in the Unit to the Unit Owner and assign any warranties with respect to equipment and appliances installed in the Common Elements to the Board of Managers.

Neither Sponsor nor its principals, managers, members, agents, designees or affiliates make any representation as to which, if any, of the warranties will continue to remain in force upon the closing. If any warrantor is unable to perform under its warranty due to inability, unwillingness or any other reason, neither Sponsor nor its principals, managers, members, agents, designees or affiliates shall under any circumstances be considered a successor warrantor. Neither Sponsor nor its principals, managers, members, agents, designees or affiliates shall have any obligations or responsibilities with respect to such warranties, or the work or item warranted, even if the warrantor goes out of business, declares bankruptcy or simply fails to fulfill the conditions of the warranty. Recourse is only to the warrantor and not to Sponsor, its principals, managers, members, agents, designees or affiliates. Sponsor is not providing representations regarding manufacturers' warranties.

16. Sponsor will pay for the authorized and proper work involved in the construction and establishment and sale of the Condominium that Sponsor is obligated to complete under the Plan. Sponsor will cause all mechanics liens with respect to such construction to be promptly discharged or bonded.

17. Sponsor will deliver a set of "as-built" plans to the Board of Managers.

18. Except as specifically set forth herein, no bond or other security has been furnished to secure Sponsor's obligations including Sponsor's obligations to complete construction of the Condominium.

19. Sponsor's Rights of Access, Alterations, Repairs.

Sponsor, Sponsor-designees, successors, assigns, invitees, licensees, contractors, employees and tenants will have an easement in, on, over and across the Property for:

- (a) construction, installation and development thereon, and for the construction and installation, ingress to and egress from, and use of (including the right to connect with) all pipes, conduits, ducts, cables, wires, storm drainage facilities, water, sewer and other utility lines for the benefit of the Property, and
- (b) construction and installation, ingress to and egress from and the right to use (in common with Unit Owners) all storm drainage facilities, water, sewer and other utility lines, pipes, conduits, flues, ducts, wires and cables, and
- (c) ingress to and egress from all land areas of the Property and the use of said land areas (in common with Unit Owners) for any lawful purpose.

Sponsor, Sponsor-designees, successors, assigns, invitees, licensees, contractors, employees and tenants:

- (a) will have an easement to erect, maintain, repair and replace from time to time one or more signs on the Building and elsewhere on the Property for the purposes of advertising the sale of Units and the leasing of space in any Unit as well as an easement in and access to Units and Common Elements consistent with the purposes of the Plan, as same may be amended, and Sponsor's rights and obligations thereunder, including, without limitation, the right to develop, renovate, maintain, repair, refurbish, offer, sell and lease Units and Common Elements and
- (b) reserve the right to establish, grant and create easements for any additional underground electric transformer, amplifier, gas, cable television, telephone, water, storm drainage, sewer or other utility lines and appurtenances in, under and through the Property, including, without limitation, an easement or easements for the benefit of any property adjacent to the Property, to relocate any existing utility easements in any portion of the Property and to dedicate any or all of such facilities to any governmental body, public benefit corporation or utility company if Sponsor, Sponsor-designees, successors, assigns, invitees, licensees, contractors, employees and tenants shall deem it necessary or desirable for the proper operation and maintenance of the Property or any portion thereof, or for the general health or welfare of any Unit Owner, or the residents of any property adjacent to the Property, or users of any recreation facilities, if any, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Units for permitted purposes. Any utility company or public benefit corporation furnishing services to the Property, and the employees and agents of any such company or corporation, shall have the right of access to any Unit, to the Common Elements or the Limited Common Elements in furtherance of such easements, provided such right of access is exercised in such a manner as not unreasonably to interfere with the use of the Units.

Sponsor, Sponsor-designees, successors, assigns, invitees, licensees, contractors, employees and tenants will have the responsibility of repairing any damage resulting therefrom.

Moreover, Purchasers will be required to provide Sponsor with reasonable access to their Unit subsequent to the closing in order to complete punch-list work.

20. Disclaimers or limitations of liability on the part of Sponsor or its principals for failure to perform any obligations imposed by applicable statute or regulation may not be included.

21. This Plan does not include any financial limitation on the Sponsor's liability for failure to perform its obligations under the Plan.

CONTROL BY SPONSOR

Title to all Units, which have not been sold, will remain with Sponsor or Sponsor-designee until such Units will thereafter be sold to bona fide Purchasers.

Sponsor or Sponsor-designee will retain voting control of the Board of Managers for five (5) years after the closing of title to the first Unit or whenever the Unsold Units constitute less than 50% of the Common Interests, whichever is sooner.

Sponsor, during the time there are Unsold Units, will have the right to, and intends to, vote the percentage of Common Interests allocated to such Units, but subsequent to its relinquishing voting control of the Board of Managers Sponsor will not use such vote to elect a particular individual to the Board of Managers, which would, by the election of such individual, give Sponsor voting control of the Board. So long as Sponsor or Sponsor-designee will continue to own: (i) Units representing 40% or more in Common Interest Sponsor or Sponsor-designee will have the right to elect either one (1) member of the Board of Managers, if the Board consists of three (3) managers, or two (2) members of the Board of Managers, if the Board consist of five (5) managers; or (ii) Units representing less than 40% in Common Interest, Sponsor or Sponsor-designee will have the right to elect one (1) member of the Board of Managers.

Notwithstanding anything to the contrary stated anywhere in the Declaration or the By-Laws, and until the Construction Loan and the Mezzanine Loan have each been fully satisfied, if there is a default under either senior loan document or mezzanine loan documents, the Construction Lender and Mezzanine Lender shall have the right to elect members on behalf of Sponsor.

A meeting will be held to elect new members of the Board of Managers unrelated to Sponsor within thirty (30) days of the expiration of the control period.

So long as Sponsor or any Sponsor-designee will continue to own Units, the percentage Common Interest of which, in the aggregate, equals more than 25%, but in no event later than five (5) years following the closing date of the first Unit, the Board of Managers may not, without Sponsor's or Sponsor-designee's prior written consent,

- (a) increase the number, or change the type, of employees provided for in Schedule B,
- (b) make any addition, alteration or improvement to the Common Elements or to any Unit or
- (c) assess any Common Charge for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund, except that Sponsor will consent to replacements to the contingency fund provided for in Schedule B of the Plan for the Property to the extent that the aggregate amount of such fund does not exceed 10% of the budgeted expenses of the Condominium Association or
- (d) borrow money on behalf of the Condominium Association (except where necessary to perform work required by applicable law or regulations, or

remedy violations or a mortgagee's work order(s) to the extent that existing reserves are insufficient).

As long as Sponsor or any Sponsor-designee will continue to own a Unit, the Board of Managers may not, without the prior written consent of Sponsor or Sponsor-designee:

- (a) amend the Declaration, the By-Laws or the Rules and Regulations attached hereto so as to limit in any way or eliminate rights of Sponsor or Sponsor-designee under the Declaration, the By-Laws or the Rules and Regulations attached hereto or
- (b) interfere with the offer and sale or leasing of Units or the operation of general, sales or leasing offices at the Property or interfere with actions necessary for construction, renovation, repair or correction at the Property, as required by Sponsor.

Sponsor or Sponsor-designee will have the right to withhold its consent to any of the foregoing actions.

However, notwithstanding the above restrictions, Sponsor or Sponsor-designee shall not withhold its consent, or use its veto power, to the making of capital repairs or replacements to the Common Elements or assessment of any Common Charge for expenses required to comply with applicable law or regulations, or remedy any notice of violation or an insurer's work order(s), or to preserve the safety of the Building or the safety of its occupants.

Moreover, Sponsor may not exercise veto power over expenses described in Schedule B, or over expenses required:

- (a) to comply with applicable laws or regulations;
- (b) to remedy any notice of violation; or
- (c) to remedy any work order by an insurer.

The By-Laws of the Condominium Association do not include a provision that after the expiration of initial sponsor voting control period, a majority of the Board of Managers must be owner-occupants or members of an owner-occupant's household who are unrelated to Sponsor and its principals. Owner-occupants and non-resident owners, including Sponsor, may have inherent conflicts on how the Condominium Association should be managed because of their reasons for purchasing, i.e., purchase as a home as opposed to as an investment.

BOARD OF MANAGERS

The affairs of the Condominium will be governed by the Board of Managers in accordance with the By-Laws set forth in Part II of the Plan.

The number of Managers, which will constitute the whole Board of Managers, will not be less than three (3) and not more than five (5). Until succeeded by the Managers elected at the first meeting of Unit Owners called for such purpose, Managers need not be Unit Owners. Thereafter, all Managers, other than representatives of Sponsor, will be Unit Owners, the principal or officer of a Unit Owner or the spouse of a Unit Owner. The number of Managers elected at the first meeting of Unit Owners will be five (5). Thereafter, the number of Managers will be determined by the Unit Owners at their subsequent annual meetings. The Managers will be elected by the Unit Owners at their annual meetings. There will always be an odd number of Managers.

Managers designated by Sponsor will serve until the election and qualification of Managers elected at the first meeting of Unit Owners. Managers elected at the first meeting of Unit Owners, and at meetings subsequent thereto, will serve until the next annual meeting of Unit Owners and until the election and qualification of their respective successors.

Until the first meeting of Unit Owners, the Board of Managers will consist of three (3) members designated by Sponsor. The members will be Eric Brody, Joseph Klaynberg and Michael Belkin. They all are the principals of Sponsor.

Within thirty (30) days after the closing of title to the Units whose aggregate Common Interest equals more than 50%, or five (5) years after the first closing, whichever is sooner, Sponsor will call the first meeting of Unit Owners for the purpose of electing a Board of Managers pursuant to Section 1 of Article III of the By-Laws. At such meeting, the first Board of Managers will resign and a new Board will be elected by the Unit Owners. Thereafter, annual meetings will be held on or about the anniversary of such date each succeeding year. At such meetings, there will be elected by ballot of the Unit Owners a Board of Managers in accordance with the requirements of Article II of the By-Laws.

No member of the Board of Managers will receive any salary or compensation from the Condominium Association for his or her services as Manager.

The Board of Managers may not be prohibited from removing members for cause. Any one or more of the members of the Board Members may be removed for cause by the affirmative vote of the remaining members of the Board of Managers at any regular or special meeting of the Board of Managers, pursuant to Section 5 of Article II of the By-Laws. Any member of the Board of Managers whose removal has been proposed shall be given an opportunity to be heard at the meeting.

Any one or more of the members of the Board Members may be removed without cause by the affirmative vote of Unit Owners whose aggregate Common Interest exceed 50% of the

Common Interest of the Condominium at any regular or special meeting of Unit Owners, pursuant to Section 5 of Article II of the By-Laws.

If a member of the Board of Managers ceases to be a Unit Owner, the principal or officer of a Unit Owner or the spouse of a Unit Owner, unless such member is Sponsor or Sponsor-designee, he or she shall be deemed to have resigned, effective as of the date such ownership interest ceased.

If a member of the Board of Managers designated by Sponsor or Sponsor-designee is removed by either the Board of Managers or Unit Owners, then only Sponsor or Sponsor-designee shall have the right to designate a replacement.

The Owner or Owners of each Unit, or some person designated by such Owner or Owners to act as proxy on their behalf, who need not be an Owner, will be entitled to cast the votes appurtenant to such Unit at all meetings of Unit Owners. The designation of any such proxy will be made in writing but need not be acknowledged or witnessed and will be filed with the Secretary at or previous to the time of the meeting and will 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 Unit Owners. The Owners of each Unit (including Sponsor or Sponsor-designee, if Sponsor or Sponsor-designee will then own one or more Units) will be entitled to cast one vote for each 1% of interest in the Common Elements attributable to the Unit or Units owned by them on all matters put to a vote at all meetings of Unit Owners; except that, when voting for the election of members of the Board of Managers, each Unit Owner: (i) will be entitled to one vote for each 0.01% of Common Interest attributable to his or her Unit per member to be elected, and (ii) will not have the right to cumulate his or her votes in favor of any one or more members to be elected. If one or more Units are owned by more than one person as joint tenants, tenants-in-common, tenants by the entirety or in the name of a corporation or partnership or other entity permitted for herein, the persons owning said Unit will agree among themselves and cast the votes for their Unit. A fiduciary will be the voting member with respect to any Unit in a fiduciary capacity. Any Unit or Units owned by the Board of Managers or its designee, corporate or otherwise will not be entitled to vote.

The members of the Board of Managers will 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 will severally indemnify and hold harmless each of the members of the Board of Managers against any liability or claims except those arising out of the bad faith or willful misconduct of the members of the Board of Managers. A Unit Owner's liability is limited to such proportionate share of the total liability as the Common Interests of such Unit Owner bear to the aggregate Common Interest of all Unit Owners and such Unit Owner's interest in his or her Unit's and its appurtenant Common Interest, unless otherwise provided by law. It is intended that the members of the Board of Managers will have no personal liability with respect to any contract made by them on behalf of the Condominium Association within the scope of their authority. It is understood and permissible for the original Board of Managers who are members of Sponsor, to contract with Sponsor and affiliated corporations without fear of being charged with self-dealing. 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 will be limited to such proportion of the total liability thereunder as his or her interest in the Common Elements bears to the interests of all the Unit Owners in the Common Elements. Every agreement made by the Board of Managers or by the managing agent or by the manager, on behalf of the Condominium Association, will provide that the members of the Board of Managers, or the managing agent, or the manager, as the case may be, are acting only as agent for the Unit Owners and will have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder will be limited to such proportion of the total liability thereunder as his or her interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.

The principal officers of the Condominium Association will be the President, the Vice President, the Secretary and the Treasurer, all of whom will be elected by the Board of Managers. The Board of Managers may appoint an Assistant Treasurer, an Assistant Secretary, and such other officers as in its judgment may be necessary. The President and Vice President, but no other officers, each must be both a member of the Board of Managers and either a Unit Owner, the principal or officer of a Unit Owner, or the spouse of a Unit Owner.

The officers of the Condominium Association will be elected annually by the Board of Managers at the organization meeting of each new Board of Managers and will hold office at the pleasure of the Board of Managers and until their successors are elected.

The President will be the chief executive officer of the Condominium Association. He will preside at all meetings of the Unit Owners and of the Board of Managers. He will 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 members of committees created by the Board of Managers 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 Association.

The Vice President will take the place of the President and perform his duties whenever the President will be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Managers will appoint some other member of the Board of Managers to act in the place of the President, on an interim basis. The Vice President will also perform such other duties as will from time to time be imposed upon him by the Board of Managers or by the President.

The Secretary will keep the minutes of all meetings of the Unit Owners and of the Board of Managers; he will have charge of such books and papers as the Board of Managers may direct; and he will in general perform all the duties incident to the office of secretary of a stock corporation organized under the Business Corporation Law of the State of New York.

The Treasurer will have the responsibility for Condominium Association funds and securities and will 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 will be responsible for the deposit of all moneys and other valuable effects in the name of the Board of Managers, or the managing agent, in such depositories as may from time to time

be designated by the Board of Managers, and he will, in general, perform all the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

The officers of the Condominium Association will have the same rights and liabilities as the members of the Board of Managers.

No officer or member of the Board of Managers will receive any salary or compensation from the Condominium Association for his or her services as Officer and Manager.

Special meetings of the Board of Managers may be called by the President on three (3) business days' notice to each member of the Board of Managers. Notice of special meetings will be given by mail or personal delivery to each member of the Board of Managers and will state the time, place and purpose of the meeting. Special meetings of the Board of Managers will be called by the President or Secretary in like manner and on like notice on the written request of at least 2 members of the Board of Managers.

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 or her 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.

It will be the duty of the President to call a special meeting of the Unit Owners as directed by the Board of Managers or upon a petition signed by a majority of the Unit Owners as defined in Section 9 of Article III of the By-Laws having been presented to the Secretary.

It will 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 thirty (30) 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 building or at such other address as such Unit Owner will have designated by notice in writing to the Secretary.

At any regular or special meeting of Unit Owners, any one or more of the members of the Board of Managers may be removed without cause by the affirmative vote of Unit Owners whose aggregate Common Interest exceeds 50% of the Common Interest of the Condominium, and a successor may then and there or thereafter be elected to fill the vacancy thus created. If a member of the Board of Managers ceases to be a Unit Owner, the principal or officer of a Unit Owner or the spouse of a Unit Owner, unless such member is Sponsor or Sponsor-designee, he or she will be deemed to have resigned, effective as of the date such ownership interest ceased.

The Board of Managers may not prohibited from removing members for cause. Any one or more of the members of the Board Members may be removed for cause by the affirmative vote of the remaining members of the Board of Managers at any regular or special meeting of the Board of Managers, pursuant to Section 5 of Article II of the By-Laws. 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 designated by Sponsor or Sponsor-designee is removed by either the Board of Managers or Unit Owners, then only Sponsor or Sponsor-designee shall have the right to designate a replacement.

The By-Laws may be modified or amended by the vote of 66 2/3% in number and in Common Interest of all Unit Owners at a meeting of Unit Owners duly held for such purpose. No amendment of a material adverse nature to mortgagees will be made unless agreed to by mortgagees that represent at least 51% of the votes of units that are subject to mortgages. A mortgagee will be deemed to have consented to any amendment, which requires the consent of such mortgagee when the mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal, provided that the notice was delivered by certified or registered mail, with a "return receipt" requested. However, for as long as Sponsor or Sponsor-designee remains the Owner of one or more Units, the By-Laws, including the Rules and Regulations of the Condominium Association attached hereto, may not be amended or modified in any way so as to adversely affect Sponsor or Sponsor-designee, in Sponsor's sole discretion, without Sponsor's prior written consent.

This Declaration may be amended, modified, added to or deleted from by the affirmative vote of at least 66 2/3% 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, or in lieu of a meeting, any amendment may be approved, in writing by 66 2/3% in number and in Common Interest of all Unit Owners, provided, however:

- (a) no amendment which will change the percentage of Common Interests allocated to any Unit or Units may be made without the written consent of such Owner(s); no amendment which will increase the percentage of Common Interests allocated to any Unit or Units may be made without the written consent of the mortgagees of such Unit, or Units, if any;
- (b) no amendment, modification, addition or deletion of or to the Declaration will be effective in any respect against Sponsor, Sponsor-designee, or any Unsold Unit until Sponsor or such designee will consent thereto in writing;
- (c) no amendment of a material adverse nature to mortgagees will be made unless agreed to by mortgagees that represent at least 51% of the votes of Units that are subject to mortgages.

Notwithstanding anything to the contrary stated anywhere in the Declaration and the By-Laws, and until the Construction Loan and the Mezzanine Loan have each been fully satisfied, the Declaration and By-Laws may not be amended, modified, added to or deleted from without the consent of the Construction Lender and the Mezzanine Lender.

A mortgagee will be deemed to have consented to any amendment, which requires the consent of such mortgagee when the mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal, provided that the notice was delivered by certified or registered mail, with a "return receipt" requested.

Sponsor hereby reserves to itself and Sponsor-designees the right to amend the Declaration at any time without the requirement of a vote and without the approval or consent of any Unit Owners or mortgagees for the sole purpose of filing the Floor Plans required by Section 339-p of the Real Property Law of the State of New York for any portion or portions of the Building and appurtenances which are incomplete at the time the Declaration is recorded and the filing along with said amendment to the Declaration and the Floor Plans, the verified statement of a registered architect or licensed professional engineer certifying that the plans being filed simultaneously with such amendment, fully and fairly depict the layout, location, unit designations and approximate dimensions of the particular Unit or Units as built, as provided in said Section 339-p. No such amendment will be effective until recorded in the Office of the Register of the City of New York.

Notwithstanding anything to the contrary stated anywhere in the Declaration, and until the Construction Loan and the Mezzanine Loan have each been fully satisfied, the consent of the Construction Lender and the Mezzanine Lender is required before taking any of the actions described in the preceding paragraph.

If there are non-Sponsor members of the Board of Managers, and there is a vote on whether to sue Sponsor, the Sponsor's board representative cannot lawfully vote on that issue.

RIGHTS AND OBLIGATIONS OF THE UNIT OWNERS AND THE BOARD OF MANAGERS

Sale or lease of Units by Unit Owners

Each Unit Owner has the right to sell or lease his or her Unit, subject to the following restriction. No Unit Owner will be permitted to sell or lease his or her Unit unless and until the Unit Owner will have paid in full to the Board of Managers all unpaid Common Charges and assessments theretofore assessed by the Board of Managers against the Unit and until he or she will have satisfied all unpaid liens against the Unit. The restrictions on resale listed in this paragraph apply to Sponsor and its designees. The terms of any Unit Owner's lease, including the rent, will be subject to the laws of the State of New York and the City of New York.

No Unit Owner will be permitted to sell or lease his or her Unit until the earlier of: (x) one (1) year from that Unit Owner's closing date; or (y) the date that the Construction Loan and Mezzanine Loan are both fully satisfied.

Mortgaging of Units by Unit Owners

Each Unit Owner has the right to mortgage his or her Unit subject to the following restriction. No Unit Owner will be permitted to mortgage his or her Unit unless and until the Unit Owner will have paid in full to the Board of Managers all unpaid Common Charges and assessments theretofore assessed by the Board of Managers against the Unit and until he or she will have satisfied all unpaid liens against the Unit.

Common Charges and Assessments

The Board of Managers will from time to time, at least annually, prepare a budget for the Condominium Association, determine the amount of Common Charges payable by the Unit Owners to meet the Common Expenses of the Condominium and allocate and assess such Common Charges among the Unit Owners according to their respective Common Interests.

The Common Expenses will 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 Article VI of the By-Laws and the fees and disbursements of the Insurance Trustee, if any.

The Common Expenses will also include such amounts as the Board of Managers may deem proper for a reserve fund for capital expenditures.

The Common Expenses may also include such amounts as may be required for the purchase by the Board of Managers or its designee, corporate or otherwise on behalf of all Unit Owners, of any Unit, which is to be sold at a foreclosure or other judicial sale, together with such amounts as may be necessary to maintain such Units.

The Board of Managers will also, where necessary, impose an assessment or additional Common Charge in order to meet any unanticipated Common Expense.

The Board of Managers will advise all Unit Owners, promptly, in writing, of the amount of Common Charges payable by each of them, respectively, as determined by the Board of Managers, as aforesaid, and will furnish copies of each budget on which such charges are based, to all Unit Owners and to their mortgagees, if so required.

Sponsor or Sponsor-designee will be responsible for the Common Charges assessed against a Unit owned by it from the date of the first Unit closing until such Unit is sold to a bona fide purchaser.

Notwithstanding the forgoing, if either Construction Lender or Mezzanine Lender succeed to Sponsor's interest under this Plan or otherwise own or control any Unsold Unit, neither lender shall be liable to the Condominium Association, Board of Managers or any Unit Owner for any Common Charges then accrued but unpaid with respect to those Unsold Units. After a foreclosure or deed in lieu of foreclosure, the Board of Managers shall not file any lien for Common Charge arrears against any Unsold Unit if those arrears first accrued before Construction Lender or Mezzanine Lender succeeded to Sponsor's interest in that Unit.

All Unit Owners will be obligated to pay the Common Charges assessed by the Board of Managers pursuant to the provisions of Section 1 of Article VI of the By-Laws at such time or times as the Board of Managers shall determine.

No Unit Owner will be liable for the payment of any part of the Common Charges assessed against his or her Unit subsequent to a sale, transfer or other conveyance by him (made in accordance with the provisions of Section 1 of Article VIII of the By-Laws) of such Unit, together with the Appurtenant Interests, as defined in Section 1 of Article VIII of the By-Laws. In addition, any Unit Owner may, subject to the terms and conditions specified in the By-Laws, provided that his or her Unit is free and clear of liens and encumbrances, other than permissible mortgages and the statutory lien for unpaid Common Charges, convey his or her 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 and unpaid against such Unit prior to the acquisition by him of such Unit.

The Board of Managers will assess Common Charges against the Unit Owners from time to time at least annually and will take prompt action to collect any Common Charges due from any Unit Owner, which remains unpaid for more than thirty (30) days from the due date for payment thereof. The Board of Managers will also take prompt action to collect any assessment due from any Unit Owner, which remains unpaid for more than thirty (30) days from the due date thereof. Common Charges and assessments will be paid by the 5th day of the month in which they are due or they will be deemed to be late. The Board of Managers will have the right to place a lien against a Unit whose Owner fails to pay common charges for the Unit within fifteen (15) days of same becoming due and payable.

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 will be obligated to pay interest at the highest legal rate on such Common Charges or assessments from the due date thereof, together with all expenses, including late fees charged by the Board of Managers and attorneys' fees incurred by the Board of Managers in any proceeding brought to collect such unpaid Common Charges or assessments. The Board of Managers will 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 to recover the same brought against such Unit Owner, or by foreclosure of the lien on such Unit granted by Section 339-z of the Real Property Law of the State of New York, in the manner provided in Section 339-aa thereof. A Unit Owner defaulting in the payment of Common Charges or assessments will not be permitted to vote at any regular or special meeting of Unit Owners.

In any action brought by the Board of Managers to foreclose a lien on a Unit because of unpaid Common Charges, the Unit Owner will be required to pay a reasonable rental for the use of his or her Unit and the plaintiff in such foreclosure action will be entitled to the appointment of a receiver to collect the same. The Board of Managers, acting on behalf of all Unit Owners, will have the power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same (but not to vote the votes appurtenant to). A suit to recover a money judgment for unpaid Common Charges will be maintainable without foreclosing or waiving the lien securing the same.

Sponsor will cause the Board of Managers to file a lien as provided for in Section 339-aa of the Real Property Law on Units in which Sponsor is more than thirty (30) days in arrears of Common Charges while it is in control of the Board of Managers.

Repairs

All maintenance of and repairs to any Unit, ordinary or extraordinary, and to the doors (except the painting of the exterior side of Unit entrance door), windows (except the painting and cleaning of the exterior side of windows), electrical (except the Common Elements), plumbing (except the Common Elements) and heating fixtures, air conditioning units and appliances, if any, within the Unit or belonging to the Unit Owner will be at the Unit Owner's expense, except as otherwise specifically provided in the By-Laws.

All maintenance, repairs and replacements to the Common Elements as defined in the Declaration, and the painting, decorating, maintenance and repairs of the exterior side of Unit entrance doors and windows, and the cleaning of the exterior side of windows and the replacements of the windows and Unit entrance doors will be made by the Board of Managers and be charged to all the Unit Owners as a Common Expense, except to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense will be charged to such Unit Owner.

Maintenance, repair and replacements in or to the Limited Common Elements as defined in the Declaration will be performed:

- (a) by the Board of Managers as a Common Expense, if such Limited Common Element involves structural or extraordinary maintenance, repairs or replacements (including, but not limited to, all necessary waterproofing of the Limited Common Elements except as set forth below, and the repair of any leaks that are not caused by the acts or omissions of the Unit Owner, having direct and exclusive access thereto), or
- (b) the Unit Owner having direct and exclusive access thereto at his or her sole cost and expense, if involving non-structural ordinary maintenance, repairs or replacements, including but not limited to painting, decorating and/or maintenance, waterproofing, repair and/or replacement of decking, tile or railings and/or means of terrace or balcony access constructed or installed by or at the request of the Unit Owner, or as a result of the Unit Owner's negligence, misuse or neglect.

All maintenance, repairs and replacements of the Storage Spaces will be made by the users of those Storage Spaces. The users of those Storage Spaces will also repair all damage to the Building and the Storage Spaces by moving of their property, furniture or equipment.

A Unit Owner must grant a right of access to his or her Unit, to the manager and/or the managing agent and/or any other person authorized by the Board of Managers, the manager or the managing agent, for the purpose of making inspections or for the purpose of correcting any condition originating in his or her Unit and threatening another Unit or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in his or her Unit or elsewhere in the Building, or remedying any condition which would violate the provisions of any mortgage encumbering another Unit or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof, or to cure any defaults by a Unit Owner or for any other purposes permitted by these By-Laws, 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. In the event of the exercise of the right of access provided for in Section 15 of the By-Laws, any costs for repairs shall be borne in accordance with the provisions of Section 10 of Article VI of the By-Laws.

Additions, Alterations and Improvements

Subject to the provisions of Section 2 of Article II of the By-Laws, whenever in the judgment of the Board of Managers the Common Elements shall require additions, alterations or improvements (but not maintenance) costing in excess of \$30,000.00, and the making of such additions, alterations or improvements will have been approved by a majority of the Unit Owners, the Board of Managers will proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a Common Expense. Any additions, alterations or improvements costing \$30,000.00 or less may be made by the Board of Managers without approval of the Unit Owners and the cost thereof shall constitute part of the Common Expenses.

Except as provided below, no Unit Owner shall make any addition, alteration or improvement in or to his or her Unit which is structural or which affects the exterior of the Building or the value of other Units, without the prior written consent thereto of the Board of Managers which consent shall not be unreasonably withheld. Any requests for consent to make additions, alterations or improvement in a unit which is structural in nature, or affects the exterior of the Building of the value of other unit, must be made via certified mail with return receipt. The Board of Managers must grant or deny such consent within thirty (30) days of receiving a request for such consent. If such request is neither granted nor denied within forty five (45) days of receipt of the notice, such request shall be deemed granted. In connection with the approval of any addition, alteration or improvement by a Unit Owner as required herein, the Board of Managers may require that such Unit Owner enter into a written agreement, reasonably satisfactory to the Board of Managers, regarding such work. Such agreement may include, but shall not be limited to, provisions for adequate insurance, indemnification of the Condominium Association and the Board of Managers, submission of all plans and specifications to the Board of Managers, and restrictions on the hours during which the work may be done. Any application to any department of the City of New York or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any Unit 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 or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom.

In the event the Board of Managers grants its consent to any addition, alteration or improvement to be made by a Unit Owner in accordance with the provisions of Section 13 of Article VI of the By-Laws, such consent shall be deemed to provide that any such work shall be at the Unit Owner's sole cost and expense, that work shall be done in accordance with all governmental or quasi-governmental laws, rules, regulations, codes and ordinances, that all work shall be done by reputable contractors with adequate liability, property damage and worker's compensation insurance (certificates of which shall be delivered to the Board of Managers prior to the commencement of construction), that any additions, alterations or improvements, shall be maintained in their entirety by said Unit Owner who shall also be responsible for any repairs, including structural repairs, to such area in any event, and to the Unit and any Common Elements where such repairs become necessary, due to additional stresses caused by such addition, alteration, or improvement, or due to improper design or construction of such addition, alteration, or improvement, and such approval shall further provide that the Unit Owner shall reimburse the Board of Managers for any out-of-pocket expenses incurred by the Board of Managers in connection with the granting of such approval and for any services provided in connection with such addition, alteration, or improvement; such expenses may include, but shall not be limited to, any fees of an attorney and/or fees of an architect consulted in connection with any request by a Unit Owner for approval of such work.

The provisions of Section 13 of Article VI of the By-Laws which require the consent of the Board of Managers in connection with an addition, alteration or improvement in or to a Unit, which is structural or which affects the exterior of the Building or the value of other Units shall not apply to Units owned by Sponsor or Sponsor-designee. Sponsor or Sponsor-designee shall not need such consent. All other provisions of this Section 13 shall apply to all Units. For

example, with respect to such addition, alteration or improvement to a Sponsor-owned Unit, such work shall be at the sole cost and expense of Sponsor or Sponsor-designee, and shall be done in accordance with all governmental or quasi-governmental laws, rules, regulations, codes and ordinances. All work must be done by reputable contractors with adequate liability, property damage and Workers Compensation insurance (certificates of which shall be delivered to the Board of Managers prior to the commencement of construction). Any such additions, alterations or improvements, shall be maintained in their entirety by Sponsor or Sponsor-designee who shall also be responsible for any repairs, including structural repairs, to such area in any event, and to the Unit and any Common Elements where such repairs become necessary, due to additional stresses caused by any addition, alteration, or improvement, or due to improper design or construction of the structural addition, alteration, or improvement. Additionally, Sponsor or Sponsor-designee shall reimburse the Board of Managers any reasonable out-of-pocket expenses incurred by the Board of Managers for any services provided in connection with such addition, alteration, or improvement. Notwithstanding this paragraph or anything to the contrary stated anywhere in the Declaration or these By-Laws, and until the Construction Loan and the Mezzanine Loan have each been fully satisfied, the consent of the Construction Lender and the Mezzanine Lender is required before taking any of the actions described in the preceding paragraph.

Non-structural additions, alterations or improvements to Units that do not affect the exterior of the Building or the value of other Units may be made without the prior approval of the Board of Managers except that the Board of Managers may require that the Unit Owner enter into a written agreement, reasonably satisfactory to the Board of Managers, regarding such work as required for additions, alterations or improvements which require the consent of the Board of Managers, prior to commencing such work.

Insurance

The Board of Managers will be required to obtain and maintain, to the extent obtainable, the following insurance:

- (a) fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the Building containing the Units (including all of the Units and the fixtures initially installed therein by Sponsor or by prior construction and any other property usual to the servicing and general occupancy, but not including improvements, furniture, furnishings or other personal property supplied or installed by Unit Owners), together with all service machinery and equipment contained therein and covering the interests of the Condominium Association, the Board of Managers and all Unit Owners and their mortgagees as their interests may appear, in an amount to be determined by the Board of Managers but in no event to be less than 80% of the full replacement cost of the Building, including the above noted items, but exclusive of footings and foundations, as approved by a fire insurance company or a qualified insurance broker; each of said policies shall contain a Condominium Property Endorsement and a New York standard mortgagee clause in favor of each mortgagee of a Unit

which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee, if any, as herein provided;

- (b) worker's compensation insurance if the Condominium has employees;
- (c) disability benefits insurance if the Condominium has employees; and
- (d) such other insurance as the Board of Managers may determine.

Notwithstanding anything to the contrary stated anywhere in the Declaration or the By-Laws, and until the Construction Loan and the Mezzanine Loan have each been fully satisfied, Board of Managers shall be required to obtain and maintain fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the Building containing the Units (including all of the Units and the fixtures initially installed therein by Sponsor or by prior construction and any other property usual to the servicing and general occupancy, but not including improvements, furniture, furnishings or other personal property supplied or installed by Unit Owners), together with all service machinery and equipment contained therein and covering the interests of the Condominium Association, the Board of Managers and all Unit Owners and their mortgagees as their interests may appear, in an amount equal to 100% of the full replacement cost of the Building, including the above noted items, as approved by a fire insurance company or a qualified insurance broker.

All policies of physical damage insurance will provide that adjustment of loss will be made by the Board of Managers (with the approval of the Insurance Trustee, if any, if more than \$50,000.00), and that the total proceeds thereof, if \$50,000.00 or less, will be payable to the Board of Managers, and if more than \$50,000.00, will be payable to the Insurance Trustee, if any.

All policies of physical damage insurance will contain waivers of subrogation and of any reduction of pro-rata liability of the insured as a result of any insurance carried by Unit Owners or of invalidity arising from any acts of the insured or any Unit Owners, and the individual Unit Owners as well as the Condominium Association will be primary insureds to the extent as their interests will also appear. Such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including all mortgagees of Units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, will be delivered to all mortgagees of Units at least ten (10) days prior to expiration of the then current policies if so requested in writing by them. Please see Schedule B for details of the Condominium's insurance coverage.

The Board of Managers will 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 will also cover cross-liability claims of one insured against another. Until the first meeting of the Board of Managers elected by the Unit Owners the public liability insurance will be in a limit of at least \$1,000,000.00 covering all claims for bodily injury with respect to any one occurrence.

Unit Owners will not be prohibited from carrying other insurance for their own benefit, provided that all such policies will contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Managers will not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. Such policies will be so endorsed so as to state that they will in no way conflict with any insurance carried by the Board of Managers.

If, by reason of the occupancy or use of a Unit, the rate of fire or liability insurance for the Property will be increased, such Unit Owner will (if such occupancy or use continues for more than thirty (30) days after written notice from the Board of Managers specifying the occupancy or use) become liable for the additional insurance premiums incurred by the Condominium Association as if such additional premium constituted an assessment.

During the time in which Sponsor is in control of the Board of Managers, the insurance coverage will not be less than that required by the Department of Law.

In the event of a fire or other casualty which damages or destroys less than 75% of the Building containing the Units, the Board of Managers will arrange for the prompt repair and restoration of the Building containing the Units (including any damaged Units, and any kitchen and bathroom fixtures and floor coverings initially installed therein by Sponsor, but not including any wall, ceiling or floor decorations or coverings or other improvements, furniture, furnishings, fixtures, appliances or equipment installed in the Units by the Unit Owners), and the Board of Managers or the Insurance Trustee, as the case may be, will disburse the proceeds of all insurance policies in appropriate progress payments for distribution to the contractors engaged in such repairs and restoration. Any cost of such repair and restoration in excess of the insurance proceeds will constitute a Common Expense and the Board of Managers may assess all the Unit Owners for such deficit as part of the Common Charges.

If 75% or more of the Building containing the Units is destroyed or substantially damaged and Unit Owners whose percentage of Common Interest totals 75% in the aggregate of the total Common Interest do not duly and promptly resolve to proceed with repair or restoration, the Property will be subject to an action for partition at the suit of any Unit Owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies (or if there will have been a repair or restoration pursuant to the first paragraph of Section 3 of Article VI of the By-Laws, and the amount of insurance proceeds will have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds) will 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 or her Unit, in the order of the priority of such liens.

Whenever in Section 3 of Article VI of the By-Laws the words "promptly repair" are used it will mean repairs are to begin not more than sixty (60) days from the date the Insurance Trustee notified the Board of Managers and the Unit Owner or Unit Owners that it will hold proceeds of insurance funds sufficient to pay the estimated costs of such work; or not more than ninety (90) days after the Insurance Trustee notified said Board of Managers and Unit Owner or

Unit Owners that such funds are insufficient to pay said estimated costs and advising them of the amount of the required completion bond, if necessary. If there is no Insurance Trustee, then the aforementioned sixty (60) and ninety (90) day periods will be from the date of notification by an insurance adjuster retained by the Board of Managers. Wherever the words, “promptly resolve” are used it will mean not more than sixty (60) days from the date of receipt of said insurance funds.

Restrictions on Occupancy and Use

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 will be restricted to and will be in accordance with the following provisions:

A. Each Residential Unit may be used as a residence only.

Each Parking Unit shall be used solely for the storage of passenger motor vehicles of the owners of the Parking Unit, except that, in the event a Parking Unit is not used by its owners, it may be rented by its owners to persons other than the owners thereof.

Notwithstanding the foregoing, Sponsor or Sponsor-designee shall have the right, without the vote or consent of the Board of Managers, other Unit Owners or the holders of Unit mortgages,

- (a) to maintain general, sales or leasing offices in one or more or elsewhere on the Property, to use one or more Units as models and for other promotional purposes and to erect and maintain signs on the Property;
- (b) to have its employees, contractors and sales agents present on the Property;
- (c) to do all things necessary or appropriate, including the use of the Common Elements, to sell or lease Units and to complete construction of the Building or Units and to comply with its obligations.

B. The Common Elements and the Limited Common Elements may only be used for the furnishing of the services and facilities for which they are reasonably suited and which are incidental to the use and occupancy of Units. However, the Common Elements and the Limited Common Elements may not be used as a dwelling space, and for kindling, building, maintaining or using an open fire, including, without limitation, charcoal, piped natural gas, LPG fired or electrical barbeques.

The Storage Spaces may only be used for storage of personal effects of Residential Units PH5 and PH6. In no event shall any (a) valuable items, (b) animals, (c) food or other perishable items, (d) hazardous substances, (e) flammable, combustible, explosive or other dangerous items, (f) items which have an objectionable odor or which may spoil or decay, or (g) items which may impose a health or safety threat or cause dirt or other sanitary problems or create a nuisance, be stored therein. The Storage Space may not be used as dwelling space. The use of a Storage Space as a dwelling space may result in a violation being placed against the Building. The Unit

Owner, who caused the violation, will be obligated to remove it and pay all fines associated with the violation.

C. No nuisances will be allowed on the Property nor will any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.

D. No immoral, improper, offensive, or unlawful use will be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof will be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, will be eliminated, by and at the sole expense of the Unit Owners, or the Board of Managers, whichever will have the obligation to maintain or repair such portion of the Property.

E. No portion of a Unit other than the entire Unit, including any Limited Common Elements appurtenant thereto, may be rented.

F. Birds and pets, whose weight does not exceed 35 lbs., may be kept or harbored in a Unit or the Building. However, no more than one pet or bird may be kept or harbored in a Unit.

REAL ESTATE TAXES

After the Units are separately assessed, each Unit Owner will be taxed as a separate tax lot for real estate tax purposes, and no Unit Owner will be responsible for the payment of, nor subject to, any lien for non-payment of taxes on any other Unit. The Units may not be separately assessed for the first year of Condominium operation.

In the event that the Units have not been separately assessed for real estate tax purposes prior to the closing of title to the first Unit, Sponsor will place in escrow in the name of the Board of Managers an amount equal to the real estate taxes attributable to the Unsold Units, which will be levied against them for the six (6) month period following the first closing, or until the Units are separately assessed, whichever is sooner, and will collect at each Unit closing the estimated amount of taxes attributable to such Unit for the balance of the six (6) month period. The Board of Managers will pay the real estate taxes from the escrow account when taxes are due and payable and Sponsor will be entitled to reimbursement from Unit Owners to the extent of the actual assessment. It is anticipated that Units will be separately assessed for the 2018/2019 tax year, and that individual Unit Owners (whether Purchasers or Sponsor) will pay the taxes thereof. The amount of real estate tax escrow will be disclosed in the initial post-closing amendment to the Plan.

The Property is taxed by the City of New York through the Department of Finance, which through the Department of Finance, has assessed the Property at a pre-construction value of \$875,670.00.

Section 581 of Real Estate Tax Law provides that a condominium unit shall be assessed at a sum not exceeding the assessment which would be placed upon such parcel not owned on a condominium basis. Thus, the Department of Finance is prohibited from utilizing the sales prices of the individual Units in determining the assessed valuation.

Section 1805 of Real Estate Tax Law provides for the creation of a transition assessment system within the City of New York. Under the transition assessment system, the usual increase in the actual assessed value of a property between the first year and the next is phased in over a five year period in equal installments. This five year phase in does not apply new construction or other increases due to physical improvement of the property. Increases due to such physical improvements are added in full to the next year's assessment. Pursuant to that Section, the taxable assessment is determined by the lesser of the actual assessed valuation or the transition assessed valuation.

Real estate tax benefits pursuant to Section 421-A of the Real Property Tax Law of the State of New York will not be available to the Units.

Metropolitan Realty Exemptions, Inc. estimated that the assessed value of the Property for the post-construction year of 2018/2019 will be \$3,834,881.00.

The projected real estate taxes in Schedule A are calculated based on the Property being in Tax Class 2 and the 2016/17 tax rate of 12.892% of the assessed value of the Building for the post-construction year of 2018/2019.

The real estate taxes payable in Schedule A are determined by applying said data to calculate real estate taxes against the Property and then allocating the amount due in conformity with the allocation of the Common Interests. The tax assessment for each Unit by the City of New York may be allocated on a basis that differs from the allocation of Common Interests. All figures are estimates.

IN THE EVENT THERE ARE INCREASES IN THE REAL ESTATE TAX RATE OR THE UNIT'S ASSESSED VALUATION, REAL ESTATE TAXES MAY BE HIGHER THAN SET FORTH IN THE PLAN FOR THE FIRST YEAR OF OPERATION OF THE CONDOMINIUM AND IN FUTURE YEARS. HENCE, INDIVIDUAL CARRYING COSTS FOR ALL UNITS WILL ALSO BE HIGHER.

There are no tax certiorari proceedings currently pending. Individual Unit Owners may challenge the assessment of their units by filing a tax protest in accordance with the rules of the New York City Tax Commission. The Board of Managers may also file a protest on behalf of all Unit Owners. While there is no specific section of the By-Laws dealing with review of real estate tax assessments, the general grant of power in the Board of Managers to operate the Property in the best interests of all Unit Owners is sufficient to delegate to the Board of Managers a right to file tax protests on behalf of all Unit Owners. The Building benefits from the limitations imposed by Sections 581 and 1805 of the Real Property Tax Law of the State of New York.

The projections set forth herein are based on the current City of New York tax rate and assessment procedures. No guarantee or warranty is or can be made that the tax rate will not change in the future, or that the assessed value of the Unit will not rise due to changes in assessment practices and policies or increases in market value which are reflected in the assessed value.

Under Section 528 of the Internal Revenue Code, homeowners associations are eligible for a limited exemption from income taxation.

An organization can be classified, for tax purposes, as a homeowners association if it satisfies the following six conditions:

1. The organization must be a condominium management association.
2. The organization must be organized and operated to provide for the management, maintenance, and care of association property.
3. Sixty (60%) percent or more of the organization's gross income for the taxable year must consist solely of amounts received as membership dues, fees, or assessments from owners of residential units.
4. Ninety (90%) percent or more of the organization's expenditures for the taxable year must be for the management, maintenance, and care of association property.
5. No part of the organization's net earnings may inure to the benefit of any private shareholder or individual, other than by providing management, maintenance and care of association property, or by a rebate or excess membership dues, fees, or assessments.

6. The organization must elect for the taxable year to be subject to the tax regime of IRC Section 528. (See IRC § 528(c)(1))

Under Section 528 of the Internal Revenue Code, associations are taxed at a rate of 30% on the homeowners association taxable income. Association taxable income consists of all of the organization's income except exempt function income.

Exempt function income includes any amount received as membership dues, fees, or assessments from owners of condominium housing units of a condominium management association.

The Condominium will be eligible to qualify as an exempt homeowner's association under Section 528 of the Internal Revenue Code if the Condominium Association elects to do so. As a result, the Condominium will not be subject to Federal corporate income tax.

Metropolitan Realty Exemptions, Inc.
118 Middleton Street Brooklyn, NY 11206
Telephone: (718) 387-3004 Facsimile: (718) 228-3503
Email: martin@mretax.com

July 19, 2016

WWML96, LLC
 1754 Broadway, 17th floor
 New York, NY 10024

RE: 302 East 96th Street
 New York, NY
Block & Lot: 1558 - 47
 Forty Eight (48) Residential Condo Units & Eight (8) Parking Spaces

Dear Sir:

You have requested us to advise you with our opinion in respect to determining the projected Annual Assessment and tax liabilities in regard to the above captioned real property according to our experiences.

The New York City Department of Finance assesses the values in regard to all New York City residential and commercial properties annually. Based on the assessor's determination of the assessment on taxable status date January 5th, the Department of Finance releases tentative assessments of the property value in January of every year and final assessments every May, prior to the beginning of each tax year, which commences July 1st.

Real Property tax rates set each year by the City Council are applied to these property values, to determine each homeowner's annual tax liability.

The property tax assessment process commences when the city's assessors determine the market value of the property. In regard to one-, two- and three-family homes (tax class 1), Finance estimates market values based on comparable sales. Finance's records indicate that the assessor's assessment on market values, only deviate from actual sales prices by 15 percent or less.

Property tax is only levied on a portion of the market value. This portion is called the assessed value. In regard to 1-3 family homes and Condominiums with no more than three (3) stories, provided such property was previous classified as class one (1), the assessed values are levied on 6% of the market value. In regard to all other properties, taxes are levied on 45% of the market value.

In rendering this opinion, we have relied upon the following facts and assumptions that were confirmed to us by you:

In reference to the subject premise, the proposed is to construct a building with forty eight (48) residential condo units and eight (8) Parking Spaces. Based on assessment guidelines, The NYC DOF Surveyor's Office shall class the proposed structures as a tax class two (2) and thus levy the assessed value on a 45% rate of the marked value.

Metropolitan Realty Exemptions, Inc.

Real Estate Tax liabilities due in reference to the above mentioned structure are as follows:

The first year of condominium operation will begin in September 2018 and end in August 2019. Taxes for the first year of condominium operation for the entire building will be as follows:

ESTIMATED FULL TAX LIABILITY 2018/2019 AND 2019/2020 TAX YEARS

	Assessed Value	Tax Rate	Real Estate Tax
2018/2019 TAX YEAR	\$2,556,588	12.892%	\$329,595
2019/2020 TAX YEAR	\$10,226,350	12.892%	\$1,318,381

ESTIMATED TAXES FIRST YEAR OF CONDOMINIUM OPERATION

	Assessed Value	Tax Rate	Real Estate Tax
83.33% of year 2018/2019	\$2,130,490	12.892%	\$274,663
16.67% of year 2019/2020	<u>\$1,704,392</u>	12.892%	<u>\$219,730</u>
First year of condo	\$3,834,881		\$494,393

The first year of condominium operation will begin in September 2018 and end in August 2019. Taxes for the first year of condominium operation will be comprised of the taxes due for the 2018/2019 tax year (10 months) and 16.67% of the taxes due for the 2019/2020 tax year.

The blended tax for the first year of condominium operation is forecasted at \$494,393 for all units.

These estimates exclude any exemptions or abatements for which the property may qualify.

You are advised that this projection is an estimate. The actual assessment and real estate tax liability may be more or less than the total assessment and tax liability amount shown.

The real estate tax benefits available to eligible properties under the Co-op/Condo Property Tax Abatement, are as follows:

Owners of cooperative units and condominiums who qualify for the Co-op/Condo Property Tax Abatement can have their property taxes reduced. The amount of the abatement is based on the average assessed value of the residential units in the building.

Metropolitan Realty Exemptions, Inc.

Abatement percentages are shown in the following table:

Average Assessed Value	Benefit Amount Per Year			
	2012/2013	2013/2014	2014/2015	2015/2016
\$50,000 or less	25%	26.5%	28.1%	28.1%
\$50,001 - \$55,000	22.5%	23.8%	25.2%	25.2%
\$55,001 - \$60,000	20%	21.2%	22.5%	22.5%
\$60,001 and above	17.5%	17.5%	17.5%	17.5%

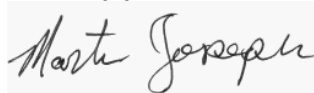
Requirements

- The co-op or condo unit must be the owner's primary residence.
- Co-op or condo owners cannot own more than three residential units in any one development and one of the units must be the owner's primary residence.
- Units owned by a trust are eligible only if the unit is the primary residence of the beneficiary of the trust, trustee, or life estate holder.
- Units owned by sponsors, corporations, partnerships are **not** eligible for the abatement.

The legislation extending the abatement program that was signed into law on January 30th, grants abatements only to units that are the primary residences of their owners' primary residents can then qualify for abatements on up to 2 additional units in the same cooperative or condominium as their primary residence. Units held in Trust form that are the primary residence of their occupants qualify for continuing abatements. Those held in corporate ownership form do not.

This letter was prepared at the Sponsor's request. However, we make no representation that the tax rates set each year by the City Council, or the assessed valuation determined by the city's assessors will reflect our projected estimate. In no event will my firm, the Sponsor, the Sponsors' counsel, the Condominium Board or any other person be accountable if the assessed valuation when actually made is lesser or greater than predicted.

Sincerely yours,



Martin Joseph

Metropolitan Realty Exemptions, Inc.

INCOME TAXES DEDUCTIONS TO UNIT OWNERS AND
TAX STATUS OF CONDOMINIUM

Unit Owners who itemize their deductions should, for Federal income tax purposes, be entitled to a deduction for mortgage interest and real estate taxes in the year paid, or accrued, under Section 163 and 164 of the Internal Revenue Code. These deductions are subject, however, to certain exceptions and limitations that are more particularly discussed in the Counsel's Tax Opinion Letter, attached hereto and made a part hereof. Each individual Unit Owner should, for New York State and New York City income tax purposes, be entitled to similar deductions for the mortgage interest and real estate taxes paid, or accrued, during the taxable year.

The affairs of the Condominium will be governed by the Board of Managers. The Board of Managers will assess and collect Common Charges from the Unit Owners, and will have certain discretionary powers over the operating expenses and the application of the assessments. Sponsor's counsel is of the opinion that the Condominium will be eligible to qualify as an exempt homeowner's association under Section 528 of the Internal Revenue Code if the Condominium Association elects to do so. As a result, the Condominium will not be subject to Federal corporate income tax.

The statements set forth herein are based upon an analysis of the Internal Revenue Code of 1986, as amended, the New York State tax law, the Administrative Code of the City of New York, the applicable regulations promulgated or proposed thereunder, the current position of applicable administrative agency, in particular, the position of the IRS stated in published Revenue Rulings and Procedures, and judicial decisions. It is emphasized, however, that legislative, judicial or administrative changes may be made which would require modifications of such statements, or that, the IRS or other applicable administrative agency may disagree with counsel's interpretations and conclusions.

A more detailed statement of the tax factors involved may be found in the Tax Opinion of Counsel.

No warranty or guaranty is made that the United States Treasury Department or the New York State Department of Taxation and Finance or the New York City Department of Finance will allow the aforementioned deductions, and no representation or warranty is made that the tax law or the regulations or rulings issued thereunder, or any judicial interpretation thereof, may not change so as to disallow the deductions in whole or in part. Neither Sponsor nor Sponsor's attorney shall be liable if, for any such reason, it is held that the Unit Owners are not entitled to such income tax deductions or to special exemptions as aforesaid.

Each Purchaser should consult with his or her own attorney or tax adviser with regard to tax consequences of this purchase.

Tsyngauz & Associates, P.C.

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Simon I. Malinowski, Esq.

OPINION OF COUNSEL

July 25, 2016

Eric Brody
WWML96, LLC
894 6th Avenue, 4th fl.
New York, NY 10001

Re: Vitre Condominium
302 East 96th Street
New York, NY 10128

Dear Mr. Brody:

You have requested my opinion concerning (i) the availability of certain deductions for Federal, New York State, and New York City income tax purposes to persons who purchase units for residential use, (hereinafter called the "Unit Owners"), under a Condominium Offering Plan, (hereinafter called the "Plan"), for Vitre Condominium, (hereinafter called the "Condominium"), (ii) the Federal income tax treatment of the common charges received by the board of managers of the Condominium, (hereinafter called the "Board"), and (iii) the availability of real estate tax abatement and exemption benefits for this project.

In connection with rendering this opinion, I have prepared the Plan and the Schedules and Exhibits thereto, the Declaration of the Condominium, (hereinafter called the "Declaration"), the By Laws of the Condominium, (hereinafter called the "By-Laws"), and reviewed the relevant sections of the Internal Revenue Code of 1986, as amended, (hereinafter called the "Code"), the Regulations promulgated thereunder by the Treasury Department, (hereinafter called the "Treas. Regs."), the New York State Tax Law, the Administrative Code of the City of New York, revenue rulings, relevant case law and such other materials as I have deemed relevant.

Facts

The sponsor will apply to the Department of Law of the State of New York to convert the premises, located at 302 East 96th Street, New York, NY 10128 to a condominium ownership pursuant to the provisions of Article 9-B of the Real Property Law of the State of New York, (hereinafter called the "New York Condominium Act"). The Condominium will consist of forty eight (48) Residential Units and eight (8) Parking Units. Each Unit Owner will own his or her Unit and an interest in the elements common to all Units, (hereinafter called the "Common Elements"). Each Unit Owner will be entitled to the exclusive ownership and possession of his or her Unit and will receive a separate deed to the Unit.



The affair of the Condominium will be governed by the Board which, pursuant to the By-Laws, will act only as an agent of all Unit Owners. The Board will be comprised of at least three (3) members, who shall each be elected by the Unit Owners. The primary function of the Board will be to supervise the maintenance and operation of the Common Elements, and collect charges necessary to maintain and operate the Common Elements, (hereinafter called the "Common Charges").

Discussion

Deductibility of mortgage interest and real estate taxes

Under the New York Condominium Act, each Unit Owner will own his or her Unit and its appurtenant interest in the Common Elements in fee simple, and each Unit will be taxed as a separate tax lot for real estate tax purposes. Each Unit Owner may mortgage his or her Unit and become individually liable for the payment of the principal and any finance charges or interest on such mortgage indebtedness. Failure to pay his or her share of the Common Charges will result in the Board having a lien on the Unit for the unpaid Common Charges.

The deductibility of the mortgage interest and real estate taxes paid or accrued by the Unit Owner during his or her taxable year will be governed by Sections 163 and 164 of the Code. Section 163 of the Code allows a taxpayer to deduct all interest paid or accrued during the taxable year on bona fide indebtedness. Section 164 of the Code allows a taxpayer to deduct real estates tax paid or incurred on his or her Unit during the taxable year.

Since Sections 339-g and 339-y of the New York Condominium Act provide that each Unit and its Common Interest shall be taxed as a separate tax lot for real estate purposes, the Unit Owners shall be entitled to deduct real estates taxes paid or incurred on their Units during the taxable year.

The deduction under Section 163 of the Code for interest is subject to certain other provisions of the Code, which may limit the amount of the deduction in any one taxable year. For example, under Section 461(g) of the Code, prepaid interest is not deductible by a cash basis taxpayer in the year of payment but must be allocated to the taxable year or years to which it is chargeable. However, the payment of "points" (bank obligation fees) is deductible under certain circumstances in the year of payment, provided that the indebtedness was incurred by the taxpayer in connection with the purchase or improvement of his or principle residence, and the other requirements of Section 461(g)(2) of the Code are complied with.

I note that the taxpayer who purchases a Unit for investment may find his or interest deduction limited by Section 163(d) of the Code. Under this Section, a taxpayer other than a corporation will be subject to a ceiling on his or her

deduction for investment interest. Investment interest is defined as interest paid or accrued on indebtedness incurred or continued to purchase or carry property for investment. To the extent that the taxpayer has investment income (defined as the gross income from the interest, dividends, rents, royalties, new short term capital gains and recapture income), he or she increases his or her ceiling on the deduction for investment interest. See generally Section 163(d) of the Code.

I also note that Section 265(2) of the Code may impact on the interest deduction otherwise allowable to a taxpayer in the event that he or she incurs debt to finance his or her purchase of a Unit rather than liquidate his or her portfolio of tax exempt securities. Under these circumstances Section 265(2) of the Code may disallow the taxpayer's interest deduction since he or she would be deemed to have incurred the debt to "continue to carry" the tax exempt obligations. However, revenue rulings have made an exception for debt incurred to purchase the taxpayer's principal residence.

In Revenue Ruling 64-31, 1964-1 C.B. 300, the Internal Revenue Service, (hereinafter called the "Service"), considered the deductibility of mortgage interest and real estate taxes incurred by the owner of a condominium unit. The Service ruled the Sections 163 and 164 of the Code, respectively, permitted these deductions by the condominium unit owner, provided that he or she itemized his or her deductions in filing his or her Federal income tax returns.

In my opinion, under Sections 163 and 164 of the Code, a Unit Owner should, for Federal income tax purposes, be entitled to a deduction for interest paid or accrued with respect to mortgage indebtedness and for real estate taxes paid or accrued with respect to his or her method of accounting.

It is also my opinion that each Unit Owner should, for New York State and New York City income tax purposes, be entitled to the same deduction which is allowed for Federal income tax purposes for the mortgage interest and real estate taxes paid or accrued during the taxable year. See Section 615 of the Tax Law of the State of New York.

It should be noted, however, that for New York City income tax purposes, the benefit of such deduction may be reduced if the Unit Owner has more than the specified amount of tax preference items. See Sections 615, 622 and 623 of the Tax Law of the State of New York.

The foregoing discussion applies primarily to Residential Unit Owners.

Common Charges - Federal income taxation of the Condominium

Section 528 of the Code provides a tax exemption for an organization that qualifies as a "homeowners association" which term includes a "condominium management association". A "condominium management association" is defined as an organization organized and operated to provide for the acquisition, construction, management, maintenance, and care of a condominium, provided

substantially all of the units are used by individuals for residence. See Sections 528 (c)(1)(A) and 528 (c)(2) of the Code. "Substantially all" the units will be considered used by individuals for residences if at least 85% of the total square footage of all units within the project is used, or is intended to be used, by individuals for residential purposes or purposed auxiliary to residential use, such as storage rooms, laundry and maintenance areas. See Section 1.528-4(b) of Treas. Regs. The organization itself will be considered "organized and operated" for the acquisition, construction, management, maintenance, and care of such condominium, if the facts and circumstances indicate such to be the case. See Section 1.528-2 of Treas. Regs.

However if the articles of the Condominium reflect that it is the purpose of the association, then the condominium management association will be presumed to be operated for such purpose. See Section 1.528-2(a) of Treas. Regs.

In addition to the organization and operation test, the tests set forth below must be satisfied under Section 528 (c)(1) of the Code in order for a condominium to qualify as a "homeowner's association".

- (1) 60% or more of the gross income of the organization must be "exempt function income," that is, income derived from the payment of dues or fees from the residential unit owners in their capacity as owner-members rather than in the capacity as customers for services. See Section 528 (c)(1)(A) of the Code and Sections 1.528-5 and 1.528.9 of Treas. Regs. "Exempt function income" includes income which is attributable to assessments that arise as a result of the members' ownership interest, either based on value or size of their units, and used for the purpose of enhancing or maintaining the value of the residence. See Section 1.528-9(a) of Treas. Regs. For example, the regulations indicate that assessments for the purpose of paying real estate taxes, removing garbage, or removing snow are "exempt function income". See Section 1.528-9(b) of Treas. Regs. Income attributable to the use of laundry machines and interest earned on sinking funds is not exempt function income. See Section 1.528-9(c) of Treas. Regs. Any assessments attributed to special capital improvements, which are treated as capital contributions, are not included in gross income, and therefore, are not part of the calculation of the gross income test. See Section 1.528-9(a) of Treas. Regs.;
- (2) 90% or more of the expenditures of the organization for the taxable year must be used for the acquisition, construction, management, maintenance and care of the organization's property. See Section 528(cc)(1)(c) of the Code. These expenditures include operating and capital expenditures during the taxable year. Investments in reserve funds for future expenditures are not included in this calculation;

- (3) No part of the net earnings of the organization may inure to the benefit of any individual. See Section 528(c)(1)(D) of the Code. The Code expressly excludes benefits received by a unit owner attributable to the homeowners association performing its exempt function, such as the benefit from the homeowners association acquiring, constructing, managing and taking care of the associating property;
- (4) The organization must properly and timely elect to have Section 528 of the Code apply for the taxable year. See Section 528(c)(1)(E) of the Code.

It is my opinion that the Condominium should be eligible to qualify as a homeowners association within the meaning of Section 528(c)(1) of the Code and that, to the extent the Condominium has income in excess of its expenses, that income should not be subject to federal income taxation.

Real Estate Tax Benefits

I have reviewed the letter, heretofore set forth in the Plan, from the Sponsor's expert concerning the availability of real estate tax abatement and exemption benefits for this project. Based on existing statutes and practices, the opinions expressed therein appear to be correct, and I hereby adopt said opinion as my own. This adoption is, of course, subject to the accuracy of the facts supplied to said expert in rendering his determination and facts supplied to said expert in rendering his determination and also subject to any change in existing statutes which may affect my evaluation and interpretation of the availability so such benefits. This is not a warranty that such benefits will be obtained but only an opinion based on the existing laws, regulations, and facts, this condominium project will qualify for such benefits

Compliance With Real Property Law Section 339-i

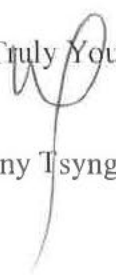
I have reviewed the pertinent data with respect to the fair value of the units and other pertinent information with respect to the units. Based on these factors, and the annexed letter of Daniel Kuether, the allocation of common interest is being made pursuant to Section 339-i(1)(iv) of the Real Property Law of the State of New York, which provides that such interest shall be:

“(iv) 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.”

Conclusion

In my opinion, the Condominium will be eligible for tax-exempt status, if it elects such status, and Unit Owners will be entitled to income tax deductions described above. However, this opinion is not a guarantee. It is based on existing rules of law applied to the facts and documents referred to above. No assurances can be given that the tax laws upon which I base this opinion will not change. In no event the Sponsor, the Sponsor's counsel, the Board of Managers of the Condominium, the Selling Agent or any other person be liable if there are changes in the facts on which I relied in issuing this opinion or if there are changes in the applicable statutes, regulations, decisional law or Internal Revenue Service rulings on which I relied which cause the Condominium to cease to meet the requirements of Section 528 of the Internal Revenue Code of 1986, as amended, or the New York State tax law, as amended, cause the Unit Owners not to be entitled to income tax deductions and cause the Unit Owners not to be or to cease to be entitled to the benefits or the level or duration of benefits described above.

Very Truly Yours,


Yevgeny Tsyngauz

WORKING CAPITAL FUND

The Condominium Association will have a fund for working capital, (hereinafter called the "Working Capital Fund").

It is currently equal to \$631,522.00 for the first year of the condominium operation.

The Working Capital Fund will be used only for payment by the Board of Managers of expenses authorized by the Declaration and the By-Laws of the Condominium Association, and for payment by the Board of Managers of any net adjustments for prepaid expenses owed to Sponsor at the closing of title to the first Unit.

At the time of the closing of title to the Units from Sponsor or Sponsor-designee to a bona fide Purchaser, Purchaser will pay into the Working Capital Fund the sum equal to two (2) months' Common Charges then applicable to each Unit being purchased. Sponsor will not contribute to the Working Capital Fund.

While Sponsor is in control of the Board of Managers, the Working Capital Fund will not be used to reduce the Common Charges.

The Working Capital Fund will be available for the Condominium Association after the closing of title to the first Unit.

NEITHER THE DEPARTMENT OF LAW NOR ANY OTHER GOVERNMENT AGENCY HAS PASSED UPON THE ADEQUACY OF THE WORKING CAPITAL FUND.

RESERVE FUND

The Condominium Association will have a fund as a reserve for capital expenditures, (hereinafter called the "Reserve Fund").

The Reserve Fund will be used only for capital expenditures. The Condominium's By-Laws contain a provision authorizing the establishment of the Reserve Fund. Please see Article II, Section 2 of the By-Laws.

When established, the Reserve Fund will not have any funds. During the first year and subsequent years of Condominium operations, the Unit Owners, with their common charges, will make contributions to the Reserve Fund, the amount of which will be equal to 10% of the projected annual budget, including the reserve amount. The Reserve Fund will be sufficient to pay for major capital repairs or replacement items likely to be needed within the first five years of operation following the first closing under the Plan.

While Sponsor is in control of the Board of Managers, the Reserve Fund will not be used to reduce the Common Charges.

Should monies be required by the Condominium Association for capital expenditures such as renewal or replacement of Building components or systems or to remedy major Building defects, the Board of Managers will be able to borrow the moneys as provided in Section 339-jj of the Real Property Law of the State of New York, which states, in pertinent parts, as follows:

"1. To the extent authorized by the declaration or the by-laws, the board of managers, on behalf of the unit owners, may incur debt. In addition, subject to any limitations set forth in the declaration or the by-laws, the board of managers, on behalf of the unit owners, may incur debt for any of the purposes enumerated in paragraph (b) of subdivision two of section three hundred thirty-nine-v of this article, provided that (a) such debt is incurred no earlier than the fifth anniversary of the first conveyance of a unit and (b) the incurrence of such debt shall require the consent of a majority in common interest of the unit owners.

2. In connection with a debt incurred by it, the board of managers, on behalf of the unit owners, may (a) assign the rights in and to receive future income and common charges, (b) create a security interest in, assign, pledge, mortgage or otherwise encumber funds or other real or personal property that it holds, (c) agree that, to the extent of any amounts due under any of the provisions of the agreements under which the debt was incurred and subject to the provisions of subdivision two of section three hundred thirty-nine-1 of this article, all common charges received and to be received by it, and the right to receive such funds, shall constitute trust funds for the purpose of paying such debt and the same shall be expended for such purpose before expending any part of the same for any other purpose, and (d) agree that at the lender's direction it will increase

common charges to the extent necessary to pay any amount when due under any of the provisions of the agreements under which the debt was incurred. The preceding sentence shall not be construed to authorize the board of managers to create a lien on the common elements. Any such assignment may provide that, in the event of a default, the lender shall have the right of the board of managers to file liens in the lender's name on units for unpaid common charges pursuant to sections three hundred thirty-nine-z and three hundred thirty-nine-aa of this article and the right to foreclose such liens pursuant to section three hundred thirty-nine-aa of this article.”

The Condominium’s By-Laws contain a provision authorizing the Board of Managers to incur debt on behalf of the Condominium. Please see Article II, Section 2 of the By-Laws.

NEITHER THE DEPARTMENT OF LAW NOR ANY OTHER GOVERNMENT AGENCY HAS PASSED UPON THE ADEQUACY OF THE RESERVE FUND.

MANAGEMENT AGREEMENT

The Board of Managers will enter into a management agreement with Choice NY Property Management LLC, having an address at 220 5th Avenue, 15th fl., New York, NY 10001, as Managing Agent, with respect to the Building at or prior to the first closing. The principals of Managing Agent are Benjamin Bottner, Michael Feldman and Adam Lichtenstein. They are not affiliated with Sponsor or its principals.

Managing Agent has managed 105 residential buildings during the last six (6) years.

The management agreement provides for a term of two (2) years commencing on the first closing and thereafter, if not otherwise terminated by the either Board of Managers or the Managing Agent on sixty (60) day written notice.

During the first year, Managing Agent will receive an annual fee of \$34,500.00, paid in installments of \$2,875.00 due and payable on the first day of each month. During the second year, Managing Agent will receive an annual fee of \$35,880.00, paid in installments of \$2,990.00 due and payable on the first day of each month.

The management fee of \$34,500.00 is the prevailing rate for comparable buildings.

The Board of Managers will also be required to reimburse Managing Agent for its reasonable and customary out-of-pocket expenses incurred in managing the Building.

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

- (a) billing and collecting Common Charges payable by Unit Owners;
- (b) causing the Common Elements to be maintained, repaired and altered in the manner deemed advisable by the Board of Managers;
- (c) contracting for necessary services and purchasing all supplies necessary to properly maintain and operate the Building and its Common Elements subject to the approval of the Board of Managers;
- (d) checking all bills received in connection with the maintenance and operation of the Common Elements and causing all such bills and other expenses to be paid;
- (e) supervising, hiring and discharging employees necessary for the proper maintenance and operation of the Building;
- (f) rendering monthly statements of receipts and disbursements to the Board of Managers or other designated entity, upon request;
- (g) maintaining payroll records and filing withholding tax statements for employees;
- (h) maintaining accurate sets of books for the Board of Managers;
- (i) cooperating with the Board of Managers' accountants in preparing and submitting annually to the Board of Managers an operating budget of the anticipated income and expenses for the ensuing year;
- (j) attending meetings of the Board and Unit Owners, and preparing agendas and sending notices relating to such meetings; and

- (k) generally, doing all things deemed reasonably necessary or desirable by the Boards for the proper management of the Building.

According to the management agreement, the Board of Managers shall indemnify and pay for defense (as duty to defend versus reimbursement) on behalf of the Managing Agent, and hold the Managing Agent harmless from and against all claims, damages, and costs (including counsel) arising out of or in connection with the management of the Building and the operation thereof including, but limited to, all actions taken by the Managing Agent pursuant to the instructions of the Board of Managers, and by virtue of the Managing Agent's status of a managing agent of the Building, except for acts of negligence or other misconduct of the Managing Agent.

There will be no other agreements that will be binding on the Condominium Association.

The management agreement is not assignable by the Managing Agent.

IDENTITY OF PARTIES

Sponsor

Sponsor is WWML96, LLC, having an address at 894 6th Avenue, 4th fl., New York, NY 10001. Sponsor is a New York limited liability company.

Its principals are WWML96MEZZ, LLC, a Delaware limited liability company, having an address at 894 6th Avenue, 4th fl., New York, NY 10001, Eric Brody, having an address at 444 West 19th Street, #201, New York, NY 10010, Joseph Klaynberg, having an address at 5 East 16th Street, 9th fl., New York, NY 10003, and Michael Belkin, having an address at 111 Fulton Street, Apt. 718, New York, NY 10038.

WWML96MEZZ, LLC is a member of Sponsor. It was formed on October 2, 2015.

Joseph Klaynberg is a founder and president of Wonder Works Construction Corp., a New York corporation, having an address at 894 6th Avenue, 4th fl., New York, NY 10001. Wonder Works Construction Corp. was formed on February 2, 1987.

Eric Brody has been a chief operating officer of Wonder Works Construction Corp., a New York corporation, having an address at 894 6th Avenue, 4th fl., New York, NY 10001, since 2010.

Michael Belkin has been a director of operations of Wonder Works Construction Corp., since 2014.

There are no prior felony convictions of Sponsor, WWML96MEZZ, LLC, Eric Brody, Joseph Klaynberg and Michael Belkin.

There are no prior bankruptcies, convictions, injunctions or judgments against Sponsor, WWML96MEZZ, LLC, Eric Brody, Joseph Klaynberg and Michael Belkin or entities in which they were principals that may be material to the Plan or an offering of securities generally.

Sponsor, WWML96MEZZ, LLC and Michael Belkin have never taken part in real estate syndications of securities consisting of participation interests or investments in real estate, including limited partnership interests or private or public offerings of cooperative interests in realty, including condominiums, in or from New York.

Eric Brody,

- i. as a principal of Prospect Heights Rising Corp., took part in a public offering of condominium units in the building, located at 870 Pacific Street, Brooklyn, NY 11238. The offering plan for Prospect Heights Rising Condominium, having file number CD09-0112, was filed on July 14, 2009. The first closing of the unit took place on August 29, 2013.
- ii. as a principal of FPG Clinton Acquisition, LLC, took part in a public offering of condominium units in the building, located at 540 West 49th

Street & 545 West 48th Street, New York, NY 10019. The offering plan for 540 West Condominium, having file number CD13-0077, was filed on October 23, 2013. The first closing of the unit took place on May 21, 2015.

Joseph Klaynberg,

- i. as the principal of Prospect Terrace LLC, took part in a public offering of condominium units in the building, located at 1638 8th Avenue, Brooklyn, NY 11215. The offering plan for The Prospect Terrace Condominium, having file number CD02-0127, was filed on February 25, 2003. The first closing of the unit took place on February 17, 2011.
- ii. as the principal of 71 Village Road, LLC, took part in a public offering of condominium units in the building, located at 71 Village Road North, Brooklyn, NY 11223. The offering plan for The Village Terrace Condominium, having file number CD05-0018, was filed on July 5, 2005. The first closing of the unit took place on December 7, 2011.

Sponsor's Attorney

TSYNGAUZ & ASSOCIATES, P.C., having an address at 894 6th Avenue, 3rd fl., New York, NY 10001, represents Sponsor in connection with this Plan. Yevgeny Tsyngauz, Esq. of TSYNGAUZ & ASSOCIATES, P.C. prepared the Plan.

Managing Agent

Managing Agent for the Property is Choice NY Property Management LLC, having an address at 220 5th Avenue, 15th fl., New York, NY 10001. It is not affiliated with Sponsor.

Managing Agent has managed 105 residential buildings during the last six (6) years.

There are no prior bankruptcies, convictions, injunctions or judgments against Managing Agent or any of its principals that may be material to the Plan or an offering of securities generally, that occurred within fifteen (15) years prior to the submission of this Plan.

Selling Agent

Selling Agent for the Property is Brown Harris Stevens Development Marketing LLC, having an address at 445 Park Avenue, 12th fl., New York, NY 10022. It is not affiliated with the Sponsor.

Selling Agent has been a licensed real estate broker since 2011.

There are no prior bankruptcies, convictions, injunctions or judgments against Selling Agent or any of its principals that may be material to the Plan or an offering of securities generally, that occurred within fifteen (15) years prior to the submission of this Plan.

Sponsor's Registered Architect

Karl Fischer, R.A., having an address at 530 Broadway, 9th fl., New York, NY 10012 is the architect of record for the Building. He also prepared the report included in Part II of the Plan.

Mr. Fischer has been a registered architect since 1990.

He is not affiliated with Sponsor.

REPORTS TO UNIT OWNERS

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

- (a) a financial statement of the Condominium Association prepared by a certified public accountant or public accountant by March 1 of each year; such statement shall be certified while Sponsor is in control of the Board of Managers;
- (b) prior notice of the annual Unit Owners' meeting; and
- (c) a copy of the proposed annual budget of the Condominium Association at least thirty (30) days prior to the date set forth for adoption hereof by the Board of Managers; while Sponsor is control of the Board of Managers such budget shall be certified by an expert in compliance with Section 20.4(d) of Part 20 of Title 13 NYCRR.

DOCUMENTS ON FILE

Sponsor will keep copies of the Plan, all documents referred to in the Plan and all Exhibits submitted to the Department of Law in connection with the filing of the Plan, on file and available for inspection without charge and copying at 25 cents per page at the office of Sponsor's attorney, TSYNGAUZ & ASSOCIATES, P.C., having an address at 894 6th Avenue, 3rd fl., New York, NY 10001 for six (6) years from the date of first closing.

Sponsor will deliver to the Board of Managers a copy of all documents filed with the Office of the Register of the City of New York at the time of the closing of the first Unit.

GENERAL

There are no lawsuits, administrative or other proceedings pending the outcome of which could materially affect this offering, the Property, the Condominium Association, the operation of the Condominium or Sponsor's capacity to perform all of its obligations under the Plan.

The Property was not, to Sponsor's knowledge, the subject of any prior cooperative or condominium offerings. Sponsor has not entered into any preliminary binding agreements. Sponsor has not collected money from prospective purchasers.

In accordance with the provisions of the laws of the United States and the State of New York, Sponsor represents that Sponsor and its agents will not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law in the sale of Units offered by the Plan or in the leasing of any Unit.

If there is a material amendment to the Plan that adversely affects Purchasers, Sponsor will offer Purchasers a right of rescission until the midnight of the fifteenth day following service of the amendment. Purchaser, who rescinds, must either personally deliver a written notice of rescission to Sponsor or Selling Agent prior to the midnight of said fifteenth day or mail the notice of rescission by certified or registered mail, return receipt requested, to Sponsor or Selling

Agent so that mailing is post-marked by post-office prior to the midnight of said fifteenth day. If the Purchase Agreement is rescinded by Purchaser, all monies paid on account of the purchase price shall be refunded to Purchaser within ten (10) days after receipt of written notice of rescission.

Neither Sponsor nor anyone acting on its behalf has entered into any contracts or agreements, written or oral, for the sale or transfer of any of the Units offered in the Plan, as of the date the Plan is accepted for filing.

Neither Sponsor nor anyone acting on its behalf has taken any deposits or advances of funds in connection with the reservation, sale or transfer of such Units, as of the date the Plan is accepted for filing.

All of the Units offered in the Plan are newly built and will be delivered vacant.

RESERVATION OF AIR AND DEVELOPMENT RIGHTS

Sponsor reserves the right, for itself, its successors and assigns, to sell and transfer floor area, as defined in the Zoning Resolution of the City of New York (the “Zoning Resolution”) and development rights to other buildings and to retain the entire consideration for such transfer. The term “development rights” shall mean any right under the present or any applicable future zoning law to use such floor area to increase the size of the Building and any rights appurtenant thereto. However, under no circumstances will Sponsor transfer 62.4 square feet of development rights in the Building acquired from the adjacent parcel located at 300 East 96th Street, New York, New York.

Neither any Unit Owner nor the Board shall have any right, title or interest in such floor area and development rights. Neither any Unit Owner nor the Board shall be deemed to be a “party in interest,” as defined in Section 12-10 of the Zoning Resolution of the City of New York, for the purpose of any such transfer, and should not be listed in a Certification of Parties in Interest thereto. Neither a Unit Owner nor the Board shall be a party to any documents for the purpose of any such transfer, including, without limitation, Purchase and Sale of Development Rights Agreement, Zoning Lot Development and Easement Agreement, Declaration of Zoning Lot Restrictions, Waiver of Declaration of Zoning Lot Restrictions, Light and Air Easement.

The Building being constructed cannot be expanded. There are currently no development rights available to be transferred to adjoining properties.

SPONSOR’S STATEMENT OF SPECIFICATIONS

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

PART II

Attorney General's Report

302 East 96th Street
New York, New York

Karl Fischer, Architect

Seal (R.A.)



September 19, 2016

DESCRIPTION OF PROPERTY
302 East 96th Street
NEW YORK, NEW YORK 10128

A. General:

1. The property described is a new 21 story residential building, and will contain parking on the first floor. The property and proposed use will comply with all zoning and use requirements at closing

B. Location and Use of Property:

1. Address: 302 East 96th Street, New York, NY 10128
2. Block No.: 1558
3. Lot Numbers: 47
4. Zoning District: R10A/C2-5
5. Permitted Uses:
 - Permitted uses are as defined by the New York City Zoning Resolution.
 - Use Group 1 & 2 – Residential
 - Use Group 3 & 4 – Community Facilities
 - Use Group 5 through 9 – Retail & Commercial
6. Quality Housing regulations: This is a Quality housing project.
7. Landmark Status: There is no landmarked structure within 90 feet.

C. Status of Construction:

1. Construction schedule:
 - The building is currently in the initial stages of construction pursuant to the approved NB application #121193074 , approved on January 11th, 2016. The projected date of substantial completion is on or about June 2018, unless delayed by weather, strikes, lockouts, acts of God, shortages of, or inability to obtain materials, equipment or labor, governmental restrictions or preemption, damage by fire or the elements or any other cause over which the Sponsor has no control.
2. Class of Construction:
 - The Building will be classified as Fireproof (Class 1B) and will conform to all applicable regulations of the 2014 Building code of the City of New York (“Building Code”). The building plans have been filed with the New York City Department of Buildings, job #121193074 and approved on January 11th, 2016.
3. Certificate of Occupancy:
 - After completion of construction, the Sponsor will apply for a Certificate of Occupancy for the Building from the Department of Buildings of the City of New York. While the Sponsor makes no representation as to the exact time of the delivery of the Certificate of Occupancy. The Sponsor anticipates it will obtain a Temporary Certificate of Occupancy on June 30th

2018. In any event the sponsor will obtain a Temporary Certificate of Occupancy prior to the first unit closing.

D. Site

1. Site Area:

- The site is 50'-0" wide and 100'-8 1/2" deep with an area of 5,035.5 square feet. For zoning purposes this site has been combined with an adjacent air right parcel of 2,571 square feet from which 10,000 square feet of air rights have been transferred to the development site.

2. Building:

- There is one building. The building is a 21 story residential structure and will have 48 residential units and 8 parking spaces at the first floor. Mechanical spaces will be located at the first & second floors, and on the roof.

3. Streets:

- The building site has a 50'-0" frontage on East 96th Street, between 1st and 2nd Avenue.
- Streets adjacent to the site are paved with asphalt topping and are in good condition.
- The existing curbs are in concrete and will be repaired as needed during construction.
- The streets are presently pitched to drain via catch basins into the New York City storm water drainage system
- The street lighting is provided by the City of New York.
- The building conforms to local fire district and municipal codes.

4. Sidewalks:

- The existing concrete sidewalk shall be repaired, free of tripping hazards & ponding.
- The sidewalk is pitched to the street.
- There are no pedestrian ramps in this section of sidewalk that would require ADA compliance.
- The Condominium association will be responsible for maintaining the sidewalk per NYC DOT's requirements.
- There is no sidewalk vault.

5. Subway:

- Entrances to 96th Street subway station anticipated to be located at the intersection of 2nd Avenue and 96th Street. Completion date of the subway estimated to be in 2017.

6. Adjacent structures:

- There is a 16 story building to the East side of this property and a 6 story building on the West side.

E. Utilities:

1. Water Supply:

- The building is supplied by a 4” domestic water service and a 6” fire service. The supply to each system will be fitted with a water meter and an approved NYC backflow prevention device, located on the second floor.
2. Sewers:
 - All sanitary wastes from the building will be discharged to the city sewer system through an 8” sewer connection. Storm water from roofs, areaways and other areas opened to the outside air will be discharged to the city sewer. Storm water system will be independent from sanitary system throughout the building. No meters are required. Billing is based on water usage by the city. Refer to the site description section for additional information regarding the sewer discharge and connections to city mains. There is no meter as charges are based on domestic water consumption.
 3. Gas:
 - Con Ed gas will be brought into the building from East 96th Street. Gas service in the building will be metered with three meters for domestic hot water, heat and emergency generator.
 4. Electricity:
 - The building will be served by Con Ed. Service for this project is at the utilization voltage of 120/208 volts, 3 phase, 4 wire, ‘Wye’ type configuration. New service shall be rated for 4,000 amps at 3 phase capacity, of which 2,400 amps are provided for distribution to residential units, 1,200 amps is for house loads, and 800 amps are provided for the fire pump. All new main distribution equipment shall be located in the second floor electric room.
 - Residential units will be metered directly by Con Edison. Service to the residential units range anywhere from 125 amps to 200 amps at 120/208 volts, 1-phase. Separate electrical meters are also provided for common area charges and the fire pump.
 - A generator with a capacity of 100 KW shall be provided on the roof to handle the building's common area life safety loads in the event of an emergency
 5. Low Voltage:
 - Provisions for Low Voltage, Cable TV and Data service for each residential unit will be provided to equipment in the main Low Voltage service/distribution area. Each unit owner is to set up their service with the Low Voltage provider company and each will be individually billed.

F. Sub-soil Conditions:

1. There is no land subsidence, expansive soils, hazardous materials and/or environmental restrictions present on the property.
2. Foundations:

The foundation for the multi-story tower portion of the building will consist of cast in place concrete mats and grade beams bearing on deep foundations consisting of friction piles. Foundations for rear one-story area will consist of a reinforced concrete slab and grade beams bearing on subgrade. With no spaces below grade there will be no issues of moisture or seepage or ground water infiltration.

3. The building is located in a FEMA Special Flood Hazard area, which is subject to inundation by the 1% annual chance flood. The site is located in Zone AE with Base Flood Elevation determined to be 12 feet. The building has been designed to comply with FEMA requirements, its first floor lobby being located at “Design Flood Elevation”, which is one foot above the Base Flood Elevation.

G. Landscape & Enclosure:

1. Grass cover: N/A
2. Plantings: N/A
3. Trees: One tree will be planted in the sidewalk.
4. Fencing:
 - 6’-0” high Aluminum and IPE wood Privacy fence shall be constructed to divide the private roof terrace and mechanical equipment from the rest of the roof at the 2nd floor terrace level and on the roof.
5. Gates: N/A
6. Retaining Wall: N/A
7. Terraces and balconies:
 - Rear apartments on the 3rd to 15th floors and on the 17th & 18th floors will have balconies at the rear of the building. Front apartments on the 17th & 18th will have balconies at the front of the building. Apartments on the 19th to 21st floors will have balconies at the front and rear of the building. These will be finished with sealed concrete.
 - The rear apartment on the 2nd floor will have access to part of the roof deck on that level, which will be shared with the building’s common use exterior recreational space. The apartment on the 16th floor will have access to all the terrace space on that level at both the front and rear of the building. The apartment on the 19th floor will have access to a terrace on that level at the front of the building.
 - Two private terraces are located on the roof. One will be provided for the purchaser of PH5 and the other to PH6.
 - Exterior common use spaces are located at the 2nd floor (750 s.f) roof deck and on the roof (637 s.f.). All spaces can be reached by elevator or stairs and are for the use of all tenants and will be surfaced with porcelain or concrete pavers on pedestals

H. Building Size:

1. Height:
 - The height of the roof floor slab will be 210 feet above Design Flood Elevation level as specified by FEMA.

2. Crawl Spaces: N/A
3. Cellar: N/A
4. There are 21 floors and stair and elevator bulkheads on the roof. Finished floor to ceiling heights vary throughout Units and from room to room within each Unit, with bathrooms and kitchens never less than 7'-0" and with approximate dimensions for habitable rooms varying from 8'-8" to 9'-6".
5. Equipment rooms:
 - Roof:
 - There will be an elevator overrun enclosure.
6. Parapets:
 - Height from top of roof finish to top of parapet coping or railings will be a minimum of 3'-6".

I. Structural Systems

- General: The superstructure including all balconies, roof levels and floor levels consists of conventionally reinforced cast-in-place concrete flat plate slabs supported on cast-in-place concrete columns and shear walls. Lateral resistance to earthquake and wind loads is provided by the concrete shear walls. At roof levels, platforms supporting several pieces of mechanical equipment and water tanks are constructed of structural steel and concrete.
 - No subgrade drainage system was provided for the foundations. With no spaces below grade, there are no foundation walls requiring waterproofing. A vapor barrier exists below the first floor slab.
 - Beneath the finished wood floor a QTscu 2mm thick recycled rubber underlayment is glued down to the 8" thick poured concrete floor to comply with the IIC rating as specified by BC 1207.3.
2. Building Envelope:
 - Walls:
 - The exterior wall construction varies with front and rear of the building mostly glazed with aluminum panels. The side walls are a mix of 6" CMU block, metal framing or 12" poured concrete, with interior insulation with a minimum R value of 13 and external insulation with a minimum R value of 6. The exterior finish varies with a mix of metal panel, glass, stone panel, stucco and exposed concrete.
 - Local Law 11/98 does not currently apply, with the relevant façade inspection cycle beginning five years after the building's completion.
 - Windows:
 - The windows throughout the building will be manufactured by Professional Grade Aluminum Corporation, or equal, the manufacturer of extrusions and "system provider" is Alutech – ALUMINTECHNO LLC. The windows are a mix of casement and picture windows. All glass will be thermally insulated with aluminum frames. There will be professional Grade five year warranty for labor and materials and a ten year manufacturer's warranty for glass and a ten year warranty from Alutech for the aluminum frames.

- There are lot line windows from the 3rd floor up to the 22nd floor. These windows are located along the Lot line and would there for be sealed if the adjacent property owner were to build along the lot line and consequently block such opening. Units 302 to 1602, 303 to 1603, PH1, PH2S, PH2N, PH3S, PH3N, PH4, PH5 and PH6 each contain a lot line window facing West.
 - All habitable rooms are provided with adequate natural light and air.
 - Windows shall be professionally installed and caulked as per the manufacturer's specifications.
3. Parapets and Copings:
- The parapets will be a combination of solid masonry walls, tempered glass, aluminum and/or metal panels.
 - Flashing:
 - Exposed exterior flashing for the building shall be stainless steel or aluminum.
4. Chimneys, Caps and Flues:
- Hot Water Heater Flue:
 - New air intake and gas vent piping will be as per equipment manufacturer's requirements. Venting shall terminate 3 feet above the highest roof as per NYC code requirements.
 - Refuse chute: access to a refuse chute is provided at every residential floor.
5. Terrace:
- Terrace Finish:
 - Anti-Slip resistant 2' x 2' concrete or porcelain pavers.
 - Railings:
 - 42" high glass and aluminum railings across most of the width of the building at front and rear.
 - Copings:
 - Cast stone or aluminum copings at all masonry parapets.
 - Doors to terraces and balconies:
 - Aluminum and glass door will be manufactured by Professional Grade Aluminum Corporation, or equal with insulated thermal glass and aluminum flashing.
 - Exterior metals, including fasteners, shall be corrosion free or primed.
 - The permeable deck structure is constructed above the roof, which is pitched to a drain.
6. Exterior Entrances:
- Exterior Doors and frames:
 - The main entrances are free of tripping hazards and ponding. Adequate lighting is provided. All metals are corrosion free. Entry into the building is ADA compliant. The lobby and vestibule aluminum and glass doors will be manufactured by Professional Grade Aluminum Corporation, or equal, with magnetic lock and mortise with key.
 - Service doors are hollow metal with metal frames and manual dead bolt locks.
 - A roll down metal gate will be provided at parking garage entrance, operable by DK Prox long range reader by DKS Doorking.
 - Mail Boxes:
 - Mailboxes are located in the Lobby at the Ground Floor and will be U.S. Government approved.

- Storage Room: Two storage units will be on the premises. One will be provided to the purchaser of PH5 and the other to PH6.
- Lighting:
 - Lighting will be provided at the main entrance, in the lobby and in public corridors.
- Canopy: A steel canopy is located at the main entrance.

7. Roof and roof structures:

- Roof Types:
 - The “Firestone” EPDM, or equal, roof is flat and pitched to roof drains.
 - Roof Insulation: Insulation shall provide a “R” value of 25 as required to meet the NYS Energy Codes.
 - Expected Useful Life: The roofing system shall have a minimum life of up to 5 years.
 - Bond or Warranty: A 15 year No Dollar Limit (NDL) manufacturer’s warranty for materials & labor to commence upon completion of job.
 - Flashing Material: There will be aluminum counter flashing and membrane base flashing as required and will be compatible with the roofing manufacturer’s recommendations.
- Roof Drains:
 - The 2nd floor roof over the parking, the terraces at the front and rear at the 16th floor and the roof will be pitched to double sets of drains.
- Skylights:
 - Steel and glass skylights will be installed in the stair bulkhead. It will be 40” by 72”, providing twenty square feet of glazing and one square foot of ventilation.
- Bulkhead:
 - Bulkhead will include stairs, elevator lobby and boiler room. Elevator overrun and elevator control room will create a second level to the bulkhead.
- Roof Top Facilities:
 - There is a code compliant external common use recreational space with an area of 637 square feet (23% of total roof area), as well as two private terraces with a total of 907 square feet (32.5% of total roof area).
 - All exterior metals, including fasteners, shall be primed or corrosion resistant.
 - No floor area may be added.
 - The Condominium shall have unlimited access to all areas of the roof for the purposes of making inspections or repairs.
 - There are no rooftop antennae, cell phone towers, satellite dishes and lighting protection on the roof.

8. Yards, courts and areaways:

- Areaway: N/A.
- Rear yard: In R-6 District, a rear yard with a depth of not less than 30 feet is required (ZR23-47), a rear yard of 30’-1/2” has been provided.

9. Interior Stairs:

- Interior Public Stairs:
 - Number of Stairs: There are two residential fire stair within the General Common Elements, which will extend from the first level to the main roof level and provides egress for the building.
 - Enclosure: The stairs will be enclosed with a min. 2-hour fire rated wall construction.

- Stair Construction: All the stairs will be of concrete construction.
- Hand Rails: There shall be two steel pipe handrail in each stair in accordance with the NYC Building Code.
- Balustrade: N/A.
- Interior Private Stairs: N/A
- Exterior Stair: There is a metal stair giving access from the roof to the bulkhead roof.

10. Interior Doors and Frames:

- Unit Entrances: The residential units shall be accessed from the passenger elevator or common stair via a public hallway, with key access to each residential unit. The doors to the stairs shall have a hollow metal frame with a fire rating of 90 minutes to meet the New York City Building Code requirement.
- Roof Doors, Cellar Doors and Frames: These doors and frames shall be hollow-metal and will meet the New York City Building Code requirements.

11. Elevators:

- There shall be two (2) passenger elevators servicing the building, manufactured by Thyssen Krupp (Synergy Supported Standard Series model). All related equipment, including motors will be manufactured by Thyssen Krupp.
- The passenger elevators shall have a capacity of 3,500 pounds.
- The elevators will serve all floors from First floor to roof level.
- The elevators will be MRL machineless type, with no machine room required.
- The elevators doors will be single speed doors.
- There will be an elevator control room located next to the overrun on the roof.
- The interior of the cab will be: Terrazo tile on the floor, stainless steel and Formica on the walls, stainless steel on the ceiling. Lighting provided recessed LED fixtures.

12. Elevator Cab:

- Residential elevator cab shall be in conformance with applicable code provisions.
- Alarm, safety system:
 - The elevators will be linked to the building fire alarm system as required by the New York City Building Code.
 - Emergency intercom will be provided in the cab.
 - Elevator cabs will be provided with recall feature as part of the total elevator control system design. Emergency generators will be provided to service at least one elevator.

13. Limited Use/Limited Application lift: N/A

J. **Auxiliary Facilities:**

1. Laundry Room: A connection for washer and ventless dryer, is provided in each residential unit. There is no laundry room
2. Refuse Disposal:
 - Incinerators: None.
 - Trash Chutes: Access on every floor above the first floor.
 - Compactors: Located in the compactor room on the first floor.

- Refuse Storage Location: The refuse will be stored in the Refuse Room located at the first floor level. Recycling of designated materials will be per local law requirements. Recyclables (if required) will be stored in the refuse room.
 - Bags and recyclables from the residential refuse room shall be transported to the street by the building staff, and then removed by the New York City Department of Sanitation.
3. Recreation Room: In addition to the exterior recreational spaces previously referenced, a 395 s.f. recreational room is located at the 2nd floor, for the purpose of study, reading and small parties. The space can be reached by elevator or stairs and is for the use of all tenants
 4. Parking: There is no zoning requirement for parking. Eight (8) parking spaces are located on the first floor in an enclosed, unattended parking garage, directly accessible from the street. Parking space #6 is handicapped designated. Garage ventilation consists of garage exhaust fan and associated exhaust ductwork and make-up air supply ductwork. The system is controlled by CO sensors and associated control panel. A dry –Type Sprinkler System protects the garage. Two floor drains are located in this space.
 5. Bicycle Racks: Racks are located on the first floor. A minimum of 24 racks will be provided, each rack representing 8.375 s.f of floor space, and will be assigned on a first come first served basis.
 6. Mechanical Rooms:
 - The water and gas services rooms, the electrical switchboard room, as well as other accessory mechanical spaces are located on the 2nd floor and will be considered General Common Element. Hot Water Heaters for the residential units and common areas will be located on the roof.

K. Plumbing and Drainage

1. Water Supply:
 - A 4" ductile iron domestic service is provided from a New York City water main located on East 96th Street. Triplex domestic water booster pump, with 60 GPM capacity and 110 psi, provides proper operating pressure to the Building.
 - Piping is of type "L" copper tubing with wrought copper or cast bronze fittings.
 - There is a main shut off valve at the point of entry in the Utility room on the first floor. A NYC DEP Approved backflow preventer is provided on the water service.
 - Hot and cold water piping shall be insulated throughout with 1" John Manville "Micro-Lok" pipe insulation.
2. Fire Protection System:
 - One 6" diameter metered ductile iron fire line connected to the New York City street main in East 96th Street will be provided for the combination Sprinkler/Standpipe system. A double check valve detector assembly with by-pass meter will be located on the second floor.
 - Fire hydrants are located in the City streets for fire protection.
 - The combination Sprinkler/Standpipe system is pressurized by an automatic fire pump which is located on the second floor.
3. Water Storage Tank:

- Two (2) 7500 gallon storage tanks provide an auxiliary water supply to the automatic fire pump. The tanks are located on the roof level.
4. Domestic Water System:
 - Water is distributed to all fixtures and equipment through a series of water risers. Piping will be Type "L" copper tubing within the building.
 - Hot water is produced by two (2) gas-fired, storage type hot water heaters located on the first floor level. These are manufactured by A.O. Smith, Model BTH-500A, Mxi, each with a storage capacity of 119 gallons and an input rating of 500CFH. The heaters have a 6 year warranty and a 95% energy efficiency rating.
 - The domestic water system is divided into a high zone and low zone system. Pressure reducing valves prevent over-pressurization of the low zone system.
 5. Sanitary Sewage System:
 - All sanitary drainage is connected to the Public street sewer in East 96th Street. All sanitary drainage flows to the City sewer by gravity. There are no sewage ejectors provided. Waste lines and vent stacks will be hubless cast iron.
 6. Storm Drainage
 - All storm drainage is connected to the public street sewer in East 96th Street. Piping shall be hubless cast iron. The building is to be provided with adequate terrace and roof drains as required.

L. Heating

1. Space heating is provided from water-source, heat pump type, AC units (WSHP) that are serviced from new cooling tower (CT-1) and boiler plants (HWB-1/2) being installed as part of this building construction. The boilers have energy efficiency rating of 92%. All residential unit heat pump units shall be as manufactured by Climate Master – Geothermam Heat Pump System or equal and shall have the following capacities:

a. <u>Type</u>	<u>Unit/Model</u>	<u>Cooling (BTU/Hr)</u>	<u>Heating (BTU/Hr)</u>
WSHP-1	Climate Master TC-012	11,700	15,200
WSHP-2	Climate Master TS-060	66,600	77,000
WSHP-3	Climate Master TRC-018	16,000	19,700
WSHP-A	Climate Master TSM09G	9,700	12,700
WSHP-B	Climate Master TSM12G	11,400	16,000
WSHP-C	Climate Master TSM18G	17,300	22,500
WSHP-D	Climate Master TSM24G	25,000	32,500
WSHP-E	Climate Master TSM30G	27,500	34,500
CT-1	Evapco ESWB 9-35K12	2,470,000	-
HWB-1/2	Hydrotherm KN-16	-	1,600,000

2. The heat pump units are approved per UL-1995. Heating capacities are based on 47°F outdoor air and 68° entering air temperature. The heating system is designed to meet the NY State Energy Code. The system will maintain a minimum 72°F interior temperature at 15°F outdoor temperature with a 10MPH wind as per NYS Energy Code.

3. Oil Tanks: N/A
 4. Each residential unit has its own heating and cooling and distribution of domestic hot water.
 5. Operation & Maintenance manuals shall be provided to the Condominium management.
 6. Duct insulation where required for supply ductwork shall be 1½" thick flexible duct insulation, 0.75lb/cu.ft. density with a maximum K-factor of 0.30 at 75 degree mean temperature with reinforced foil faced, flame resistant, aluminum foil vapor barrier and facing will have a combined flame spread rating no greater than 25 and smoke developed rating not exceeding 50. For fresh air intakes, where required, mixed-air ductwork, and louver blank-off panels, provide rigid duct insulation 4.2 lbs/cu.ft. density with a max K-factor of 0.24 at 75 degree mean temperature with white vinyl foil barrier facing.
- **Gas Supply**
 - The building will be provided with gas service for domestic hot water heaters, warm corridor air supply and the emergency generator. Piping material is black steel Schedule 40 pipe or equal with malleable iron fittings.
 - **Air Conditioning**
 - Air conditioning systems are designed to meet all requirements of NY State Energy Code. Individual residential units will be provided with water-source, heat pump type, AC units (WSHP) that are serviced from new cooling tower (CT-1) and boiler plants (HWB-1/2) being installed as part of this building construction. Unit types are listed in heating section of this report and all quantities and locations of units can be found on approved mechanical plans. These have an energy efficiency rating of 13.2- 14.4 EER.
 - The lobby space is conditioned by a 5-ton water-source, heat pump AC unit. Fresh air for the corridors and lobby space is provided by a 20-ton, roof mounted, air-cooled, gas-fired heating and cooling roof mounted packaged unit providing 4,000 CFM of air and with a 80% Heating Energy Efficiency and a cooling rating of 10.3 EER . Unit to be a Valent 100% outside air unit with 270.7MBH cooling capacity and 320.0MBH heating capacity.
 - The insulation for the rooftop piping is 2" thick molded glass fiber, protected with 0.016 thick corrugated aluminum jacket with a factory applied vapor barrier.
 - Exterior metals, including fasteners, shall be corrosion free or primed.
 - Cooling tower and corridor AC units incorporate vibration rails.
 - **Ventilation**
 - Each residential bathroom is ventilated by roof exhaust fans with outputs of 50cfm for standard 3-piece bathroom and 75cfm for all bathrooms with additional fixtures. General exhaust will be located near the kitchen area. All exhausts are connected to common risers to roof mounted fans that discharge to the outside. Quantity of air being exhaust differs per riser and can be found on approved mechanical drawings.
 - **Electrical system**

- Service of the Main switchgear is rated for a capacity of 4,000amperes, 120/208 volts, 3 phases, 4-wire. All wiring is copper.
- Individual feeders are to run from meter banks to Residential Units from the second floor to each Residential Unit. Residential Unit feeders vary in size as required by load and voltage drop. Services to the individual apartments are rated at 120/208 volts, 1-phase, 3 wire with capacities as follows: 125amperes for one bedroom units, 150amperes for two bedroom units and 200amperes for three bedroom units. All wiring is copper. An average of 30 circuits per Residential Unit is provided. All work will be in accordance with Code requirement and as listed on drawings.
- The service to each apartment and the associated panelboard are adequate for modern usage and compliant with all applicable codes.
- Ceiling mounted lighting fixtures are to be provided in bathrooms, foyers and kitchens. Fixtures are to be fluorescent and LED types. Living room/dining rooms and bedrooms contain switched receptacles.
- Convenience receptacles are provided every 12 feet or part there of as required by code. Appliance outlets are provided by piece of equipment and on counters every 2 feet as required by code.
- Ground fault receptacles are provided in all bathrooms and kitchens. Ground fault receptacles with weather resistant enclosure are provided at selected Residential terraces where indicated.
- The electrical systems will be provided to accommodate modern appliance demands including air conditioners, dishwashers and electric dryers.
- Arc fault circuit interrupters shall be provided.
- An emergency stand-by generator is provided to deliver power in the event of a utility outage. The generator is natural gas driven and provides power (no limit of duration) to the following equipment as per code: elevator, corridor and stair lighting, as well as pumps for roof tanks, exhaust fans and sewer ejector pumps.
- **Low Voltage, Intercom and Security systems:**
 - Low voltage services will enter the building from 96th Street and will be fed into a Telecom room located on the 2nd floor. It will then be distributed through risers and sleeves. Each residential unit will receive telephone service.
 - The building is to be provided with an intercom system linking the building's entry with each residential unit. A VI642 V.I.P Series Lobby Panel by "Alpha Communications" will be installed in the lobby and IS204 4 wire intercom stations in the apartments.
 - Closed circuit television camera will monitor selected common spaces.
 - The building will not be equipped with a Master Television Antenna System.

M. Public area lighting

- Public area lighting will comply with all applicable codes.
- Architectural recessed lighting and Decorative Lighting (sconces & Pendants) will be provided in the lobby
- Fluorescent and/or incandescent and/or LED downlights and/or wall sconces will be provided in the lobby, fluorescent fixtures in the stairs, and/or incandescent fixtures in the corridors and other public spaces

N. Permits and certificates

- The following inspections will be conducted by the NYC Department of Building concurrently with construction with final sign-off at the issuance of the Certificate of Occupancy:
 - Elevator
 - Mechanical and Plumbing
 - Boiler
 - Electrical
 - Fire Department

O. Violations

- Any Building Code Violations will be corrected prior to the issuance of the Permanent Certificate of Occupancy.

P. Unit information

- Method used to calculate Gross Floor area: Measured horizontally, the residential unit sizes are calculated from the exterior face of exterior walls adjacent to the unit to the centerline of the demising wall between Units, Corridors, Elevator, and Stairs.
- Measured vertically, the residential unit will consist of the volume from the top of the concrete floor slab below (located under the finished flooring and sub-floor materials) to the underside of the concrete slab above.
- Common Elements which fall within the boundaries of the Unit are not deducted from the square foot area of the Unit, but are not part of the Unit
- Unit description:

Unit Designation	Approx. Gross S.F. of Unit Space	Approx. Gross Gross S.F. of Common Area	Exterior
<u>1st Floor Level (4,988.8 g.s.f.)</u>			
Lobby, stairs, elevator, hallway Parking, bicycle storage, trash compactor and mechanical spaces		4,900.8 g.s.f	
Private storage	88 s.f		
1st Floor Level Total	88 s.f	4,900.8 g.s.f	
<u>2nd Floor Level (3,486.2 g.s.f.)</u>			
Unit 201	901 g.s.f		250 g.s.f
Lobby, stairs, elevators, hallway, trash room, exterior & interior recreational space and		2,585.2 g.s.f	1,250 g.s.f

mechanical spaces.

2nd Floor Level Total	901 g.s.f	2,585.2 g.s.f	1,500 g.s.f
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3rd Floor Level (3,486.2 g.s.f.)

Unit 301	522 g.s.f		70 g.s.f
Unit 302	979 g.s.f		70 g.s.f
Unit 303	1,417 g.s.f		
Stairs, elevators, hallway and trash room.		568.2 g.s.f	

3rd Floor Level Total	2,918 g.s.f	568.2 g.s.f	140 g.s.f
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4th Floor Level (3,486.2 g.s.f.)

Unit 401	522 g.s.f		70 g.s.f
Unit 402	979 g.s.f		70 g.s.f
Unit 403	1,417 g.s.f		
Stairs, elevators, hallway and trash room.		568.2 g.s.f	

4th Floor Level Total	2,918 g.s.f	568.2 g.s.f	140 g.s.f
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5th Floor Level (3,486.2 g.s.f.)

Unit 501	522 g.s.f		70 g.s.f
Unit 502	979 g.s.f		70 g.s.f
Unit 503	1,417 g.s.f		
Stairs, elevators, hallway and trash room.		568.2 g.s.f	

5th Floor Level Total	2,918 g.s.f	568.2 g.s.f	140 g.s.f
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6th Floor Level (3,486.2 g.s.f.)

Unit 601	522 g.s.f		70 g.s.f
Unit 602	979 g.s.f		70 g.s.f
Unit 603	1,417 g.s.f		
Stairs, elevators, hallway and trash room.		568.2 g.s.f	

6th Floor Level Total	2,918 g.s.f	568.2 g.s.f	140 g.s.f
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7th Floor Level (3,486.2 g.s.f.)

Unit 701	522 g.s.f		70 g.s.f
Unit 702	979 g.s.f		70 g.s.f
Unit 703	1,417 g.s.f		
Stairs, elevators, hallway and		568.2 g.s.f	

trash room.

7th Floor Level Total	2,918 g.s.f	568.2 g.s.f	140 g.s.f
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8th Floor Level (3,486.2 g.s.f.)

Unit 801	522 g.s.f		70 g.s.f
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Unit 802	979 g.s.f		70 g.s.f
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Unit 803	1,417 g.s.f		
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Stairs, elevators, hallway and trash room.		568.2 g.s.f	
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8th Floor Level Total	2,918 g.s.f	568.2 g.s.f	140 g.s.f
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9th Floor Level (3,486.2 g.s.f.)

Unit 901	522 g.s.f		70 g.s.f
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Unit 902	979 g.s.f		70 g.s.f
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Unit 903	1,417 g.s.f		
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Stairs, elevators, hallway and trash room.		568.2 g.s.f	
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9th Floor Level Total	2,918 g.s.f	568.2 g.s.f	140 g.s.f
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10th Floor Level (3,486.2 g.s.f.)

Unit 1001	522 g.s.f		70 g.s.f
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Unit 1002	979 g.s.f		70 g.s.f
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Unit 1003	1,417 g.s.f		
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Stairs, elevators, hallway and trash room.		568.2 g.s.f	
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10th Floor Level Total	2,918 g.s.f	568.2 g.s.f	140 g.s.f
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11th Floor Level (3,486.2 g.s.f.)

Unit 1101	522 g.s.f		70 g.s.f
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Unit 1102	979 g.s.f		70 g.s.f
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Unit 1103	1,417 g.s.f		
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Stairs, elevators, hallway and trash room.		568.2 g.s.f	
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11th Floor Level Total	2,918 g.s.f	568.2 g.s.f	140 g.s.f
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12th Floor Level (3,486.2 g.s.f.)

Unit 1201	522 g.s.f		70 g.s.f
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Unit 1202	979 g.s.f		70 g.s.f
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Unit 1203	1,417 g.s.f		
Stairs, elevators, hallway and trash room.		568.2 g.s.f	
12th Floor Level Total	2,918 g.s.f	568.2 g.s.f	140 g.s.f
 <u>13th Floor Level (3,486.2 g.s.f.)</u>			
Unit 1301	522 g.s.f		70 g.s.f
Unit 1302	979 g.s.f		70 g.s.f
Unit 1303	1,417 g.s.f		
Stairs, elevators, hallway and trash room.		568.2 g.s.f	
13th Floor Level Total	2,918 g.s.f	568.2 g.s.f	140 g.s.f
 <u>14th Floor Level (3,486.2 g.s.f.)</u>			
Unit 1401	522 g.s.f		70 g.s.f
Unit 1402	979 g.s.f		70 g.s.f
Unit 1403	1,417 g.s.f		
Stairs, elevators, hallway and trash room.		568.2 g.s.f	
14th Floor Level Total	2,918 g.s.f	568.2 g.s.f	140 g.s.f
 <u>15th Floor Level (3,486.2 g.s.f.)</u>			
Unit 1501	522 g.s.f		70 g.s.f
Unit 1502	979 g.s.f		70 g.s.f
Unit 1503	1,417 g.s.f		
Stairs, elevators, hallway and trash room.		568.2 g.s.f	
15th Floor Level Total	2,918 g.s.f	568.2 g.s.f	140 g.s.f
 <u>16th Floor Level (2,499.4 g.s.f.)</u>			
Unit PH1	2,290 g.s.f		986 g.s.f
Stairs		209.4 g.s.f	
16th Floor Level Total	2,290 g.s.f	209.4 g.s.f	986 g.s.f
 <u>17th Floor Level (2,646.9 g.s.f.)</u>			
Unit PH2S	1,015 g.s.f		140 g.s.f
Unit PH2N	1,096 g.s.f		80 g.s.f

Stairs, elevators, hallway and trash room.		535.9g.s.f	
17th Floor Level Total	2,111 g.s.f	535.9g.s.f	220 g.s.f
<u>18th Floor Level (2,646.9 g.s.f.)</u>			
Unit PH3S	1,015 g.s.f		140 g.s.f
Unit PH3N	1,096 g.s.f		80 g.s.f
Stairs, elevators, hallway and trash room.		535.9g.s.f	
18th Floor Level Total	2,111 g.s.f	535.9g.s.f	220 g.s.f
<u>19th Floor Level (2,499.4 g.s.f.)</u>			
Unit PH4	2,290 g.s.f		367 g.s.f
Stairs		209.4 g.s.f	
19th Floor Level Total	2,290 g.s.f	209.4 g.s.f	367 g.s.f
<u>20th Floor Level (2,499.4 g.s.f.)</u>			
Unit PH5	2,290 g.s.f		220 g.s.f
Storage (first floor)	44 s.f		
Roof level terrace			473 g.s.f
Stairs		209.4 g.s.f	
20th Floor Level Total	2,334 g.s.f	209.4 g.s.f	693 g.s.f
<u>21st Floor Level (2,499.4 g.s.f.)</u>			
Unit PH6	2,290 g.s.f		220 g.s.f
Storage (first floor)	44 s.f		
Roof level terrace			434 g.s.f
Stairs		209.4 g.s.f	
21st Floor Level Total	2,334 g.s.f	209.4 g.s.f	654 g.s.f
<u>Roof (837 g.s.f.)</u>			
Stairs, elevators (including overrun and control room above), hallway, boiler room, mechanical spaces and exterior recreational space		1033 g.s.f	1108 g.s.f
Private exterior terrace (PH5 & PH6)			907 g.s.f

Roof Level Total

1033 g.s.f

2015 g.s.f

Q. Finishes/Appliances

i. General:

Item	Manufacturer	Model #
Ceiling	Painted Gypsum board with matte finish	n/a
Walls	Painted Gypsum board	n/a
Floors	PID 4.5" wide, 5/8" thick engineered prefinished white oak	n/a
Kitchen Faucet	Newform	Libera 63915
Instant Cold/Hot Water	n/a	
Soap dispenser	n/a	
Kitchen Sink	International design Direct, Ltd	Stainless Single bowl HBS2318 & HBS3018
Oven	Bertazzoni electric	PROFS30XT & F24PROXV
Cook top	Bertazzoni electric	PM24400X & P304CERNE
Range Hood	Falmec	Virgola 280 CFM
Refrigerator	Blomberg	BRFB 1050-FFBI 10.6 Cubic fully integrated ft
Dishwasher	Blomberg	18" & 24" #54100 series
Microwave	Sharp Counter	R451ZS
Garbage Disposal	Waste King	Legend Series #5000TC
Coffee Machine	n/a	
Wine Cooler (at selected units)	Marvel	24" Single Zone #61WCM
Countertop	Caesar Stone, or equal	Raven #4120
Countertop (island)	White Carrara Marble	¾"
Kitchen Lower Cabinets	Rossetto	Alta Systema 22 "Rovere Capana"
Kitchen Upper Cabinets	Rossetto	Alta Systema 22 "Rovere Capana"
Backsplash	White Carrara Marble	¾"

ii. Bathroom:

Item	Manufacturer	Model #
Toilet	Danze, or equal	Ziga Zaga DC031221, or equal
Bathtub	I-Stone	Built in 1194x444 & Freestanding 1580x680c550

Tub Drain	I-Stone WD0976	Popup drainage w/ overflow
Tub Faucet	Newform	Ergo #65840 faucet & hand shower
Shower Head	Newform	Art 67790.21
Shower Mixing Valve	Newform	Thermostatic concealed shower mixer Art 67628E
Handheld shower	Newform	Art #25015.21
Lavatory	I-stone	Varies w/ sizes
Lavatory Faucet	I-stoneNewform	
Lavatory Countertop	I-Stone	Solid surface integrated top/sink
Bathtub surround	Porcelanosa Ceramic Tile or Equal	Park Silver (or Equal)
Walls	Porcelanosa Ceramic Tile 12x35	Park Silver (or Equal)
Accent Wall	Porcelanosa Ceramic Tile or Equal	Antique Grey (Or Equal)
Floors	Porcelanosa or Equal	Porcelanosa Park Silver or Equal
Soap Dispenser	N/A	

Item	Manufacturer	Model #
Washer	Not included	n/a
Dryer	Not included	n/a

R. Finish schedule of spaces other than units:

1. Residential Lobby:
 - Walls: White Carrara Marble Cladding, Faux Leather Upholstered Panels.
2. Hallways:
 - Walls: Type II Wall Covering, Designtex or equal
 - Floor: Carpet Tile by Bentley Prince Street “Wanderer” or equal.
3. Recreational space:
 - Walls: Wall Covering, paint, wood panels
 - Floor: Porcelain tile & area rug
4. Mechanical rooms:
 - Floor: Sealed concrete
 - Walls: painted concrete or sheet rock.
 - Doors: painted steel doors
 - Ceiling: painted concrete

S. Safety and warning devices:

1. A central smoke detection water flow alarm panel will be provided, with the control panel located in the main lobby for the building.
2. System shall be analog addressable type system.
3. Area smoke detection shall be provided for each mechanical equipment room, elevator equipment room, electrical service room, top of each elevator shaft, top of each fire stair, and each control panel location. Provide control relays for operation of venting dampers in each fire stair and elevator machine room.
4. System will provide for elevator recall connections to an elevator. Provide for indications of recall to the elevator controller.
5. System shall be wired with FDNY approved Teflon wiring installed in EMT type conduit throughout. Riser junction boxes/auxiliary panels to be located in fire stair.
6. Each residential condominium unit has a combined local annunciating area smoke detector and local annunciating carbon monoxide detector, ceiling mounted in the corridor outside of each sleeping area. Detectors shall be 120 volt type, hard wired with battery backup. Where multiple separate sleeping areas are separated by a living room or other rooms, provide additional detectors outside of the other sleeping areas.
7. All systems described above are required by NYC code.

T. Asbestos:

- No asbestos containing material is present in insulating or fireproofing material anywhere in the building.

U. Lead based paint:

- No lead-based paint will be used anywhere in the renovation of the building.

V. Other disclosures:

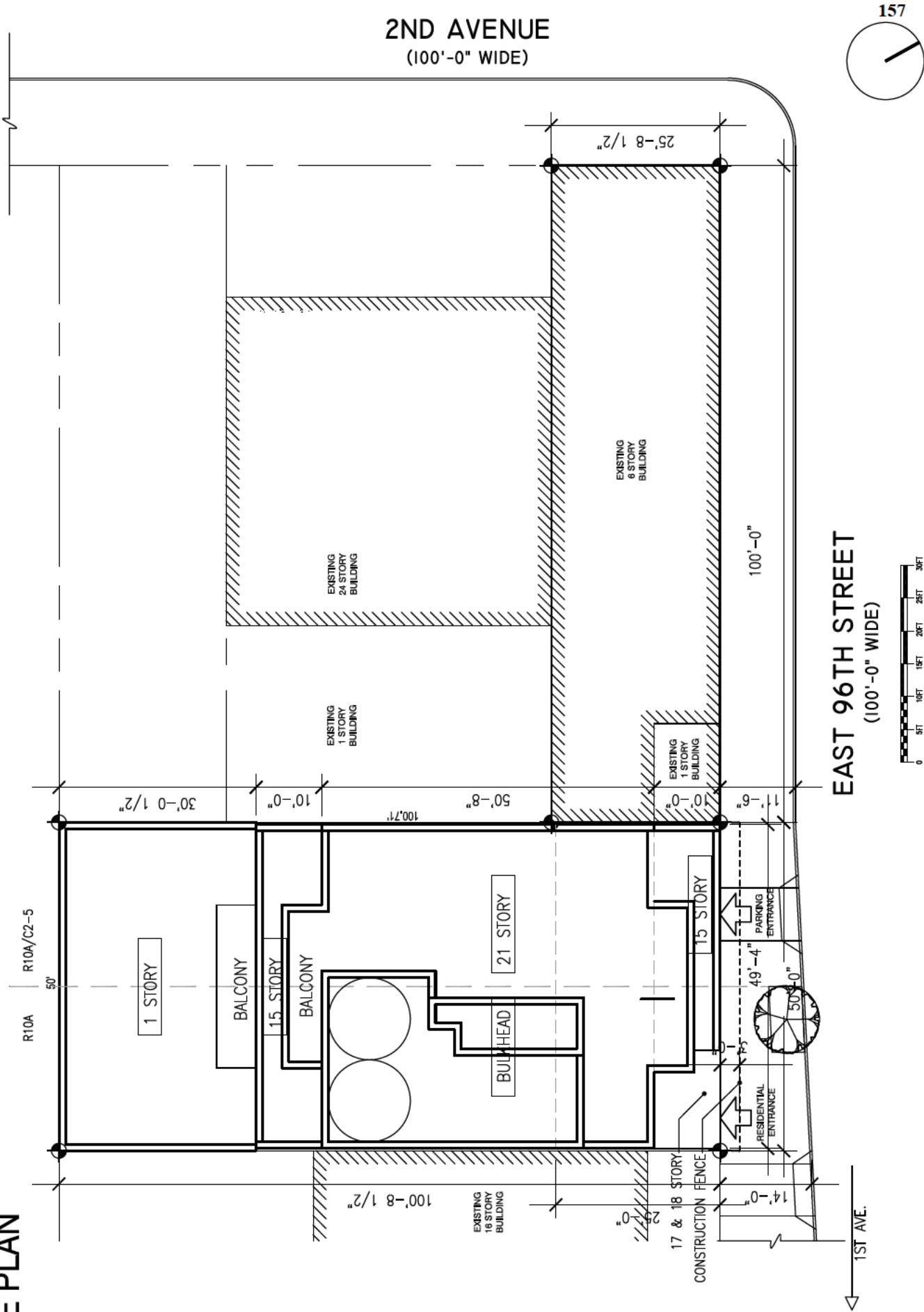
- The Sponsor shall not construct any additional units or phases after completion of the structure, as per DOB plans, other than possibly subdividing or combining existing units.
- The Sponsor is unaware of any unsafe conditions or known non-patent night nuisances.
- No corrosive drywall materials have been incorporated in the project.
- The building will not be occupied prior to obtaining the Temporary CO.
- Subsequent to the time when Sponsor no longer elects a majority of the members of the Condominium Board, Sponsor shall provide the following documents to the Condominium Managing Agent, to the extent that these documents are in the Sponsor's possession and to the extent that Sponsor has performed the applicable test:
 - Operations & Maintenance manuals for mechanical equipment.
 - Electronic system manual.

- Equipment warranties.
- Roof Warranty.
- Control systems as-built.
- Original test & balance report for HVAC systems.
- Final as-built drawings as maintained during construction.

VITRE

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SITE PLAN

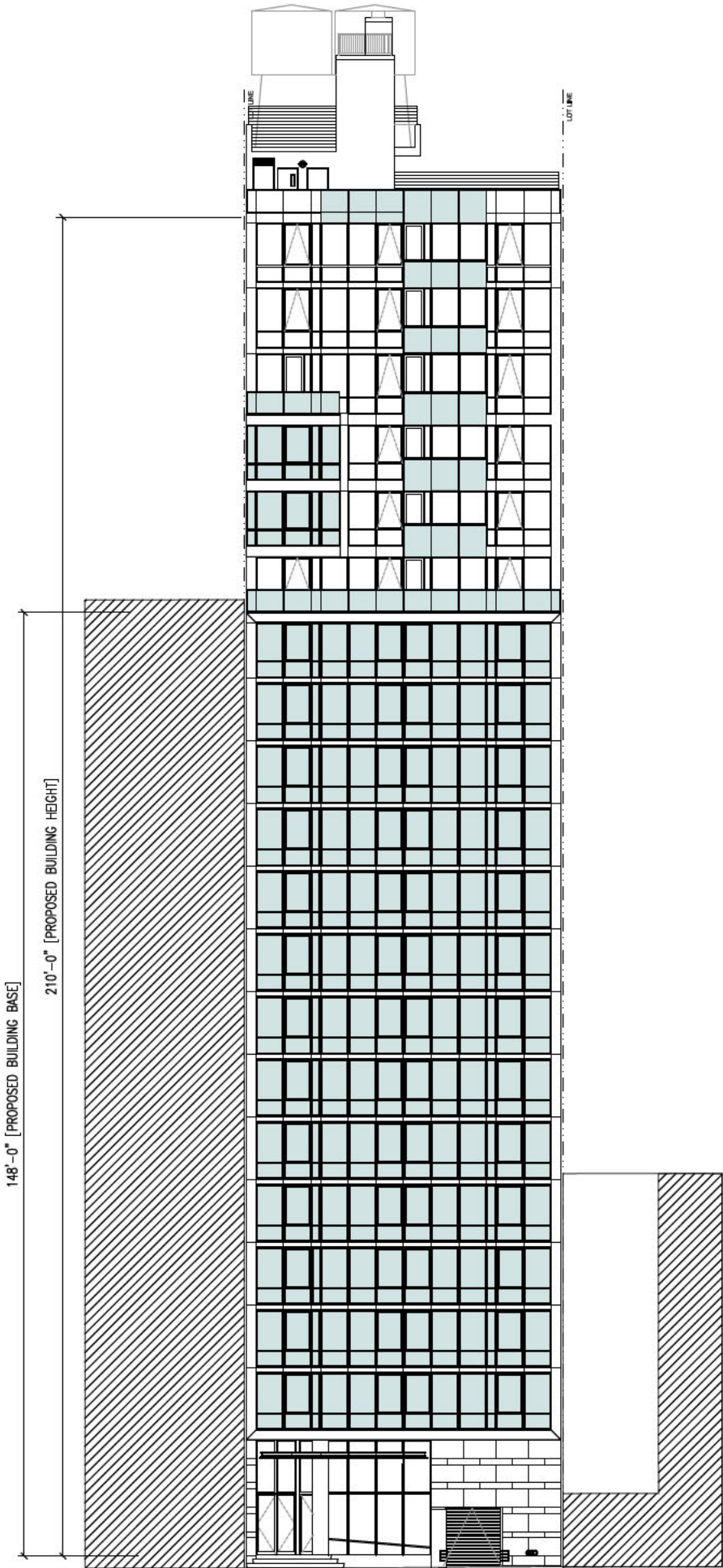


ALL DIMENSIONS ARE APPROXIMATE
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VITRE
302 EAST 96TH STREET,
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STREET
ELEVATION

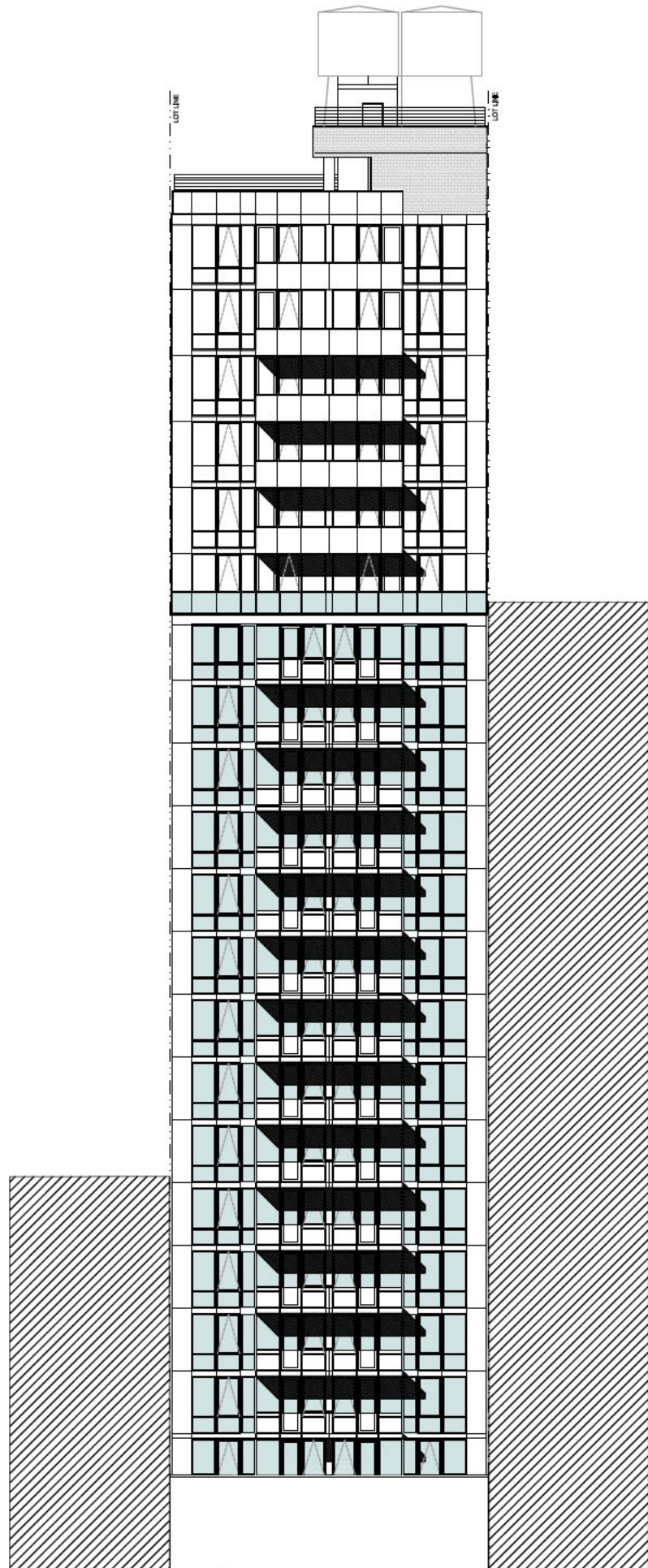


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REAR ELEVATION

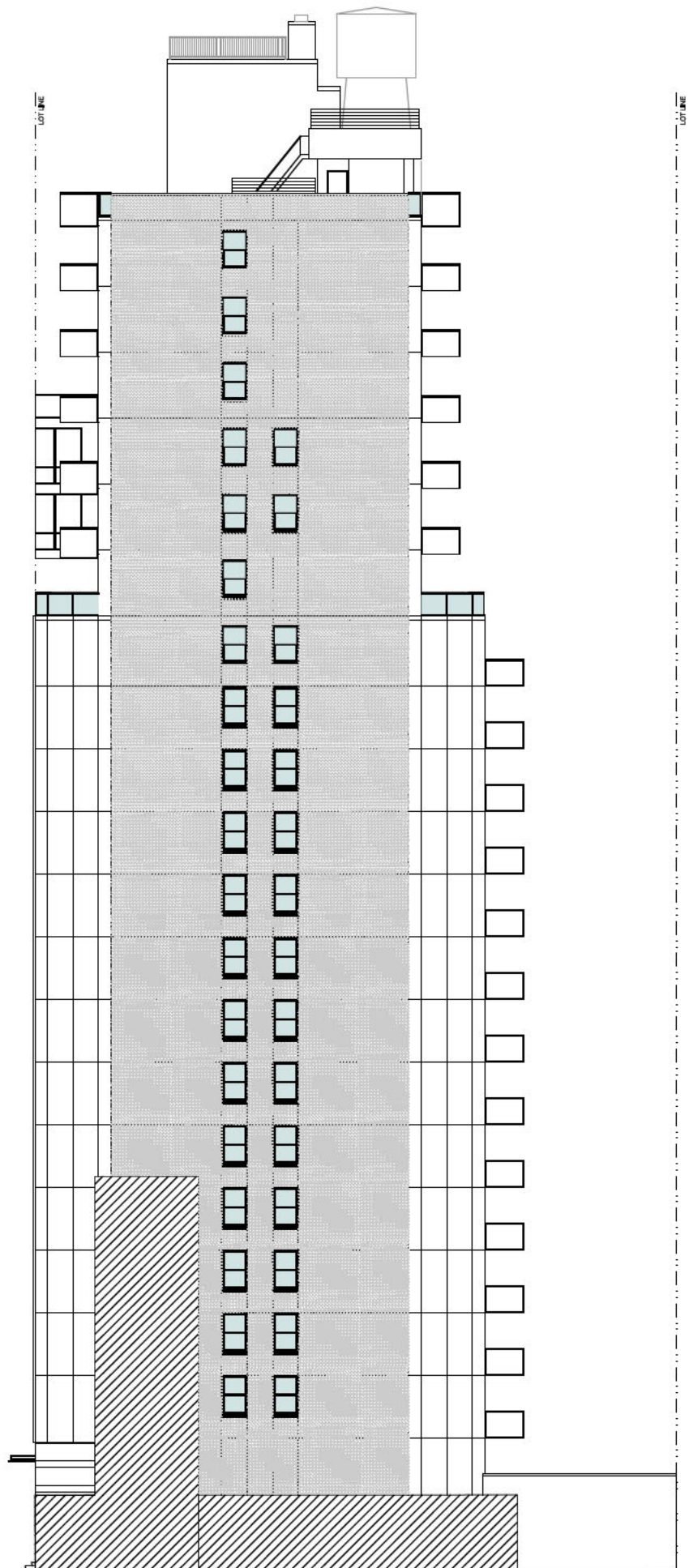


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SIDE ELEVATION

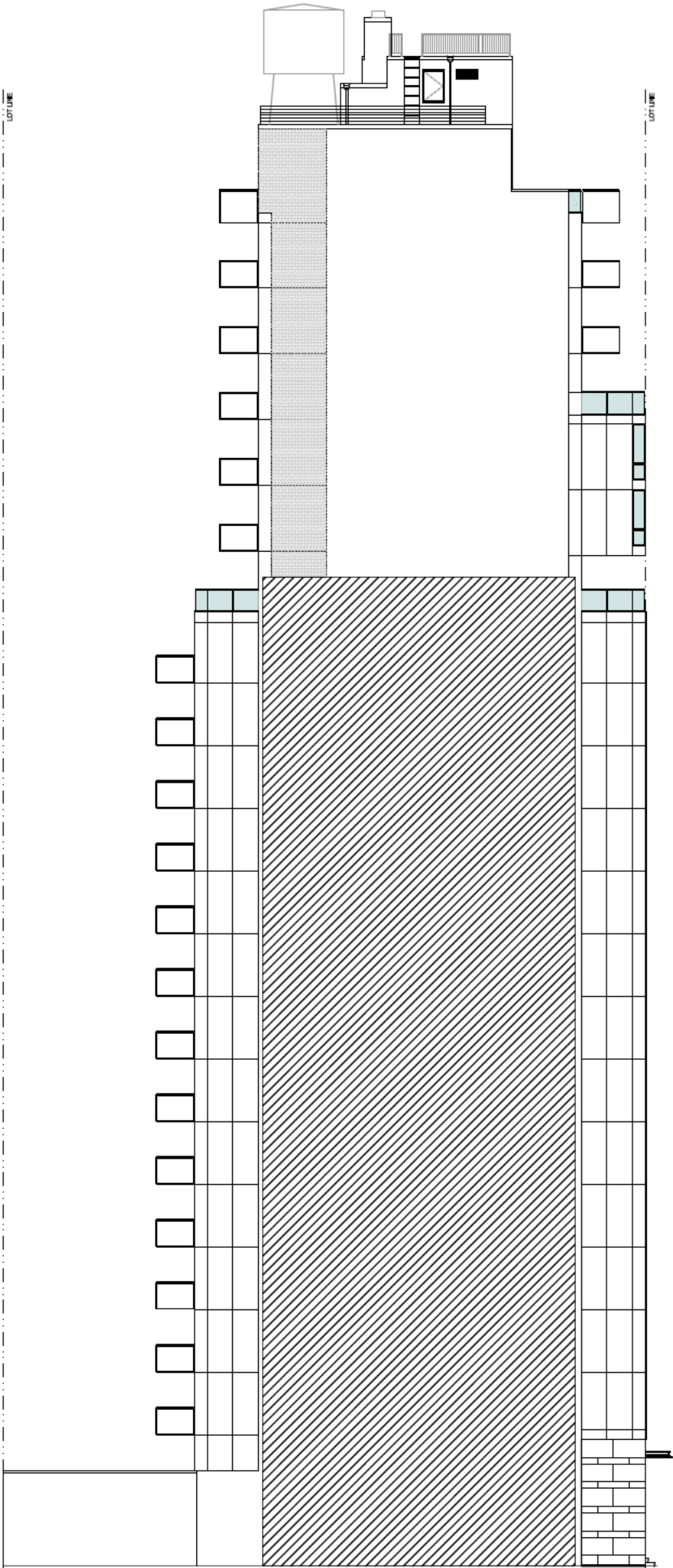


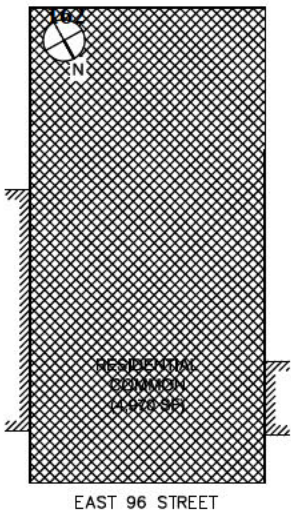
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VITRE
302 EAST 96TH STREET,
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SIDE
ELEVATION



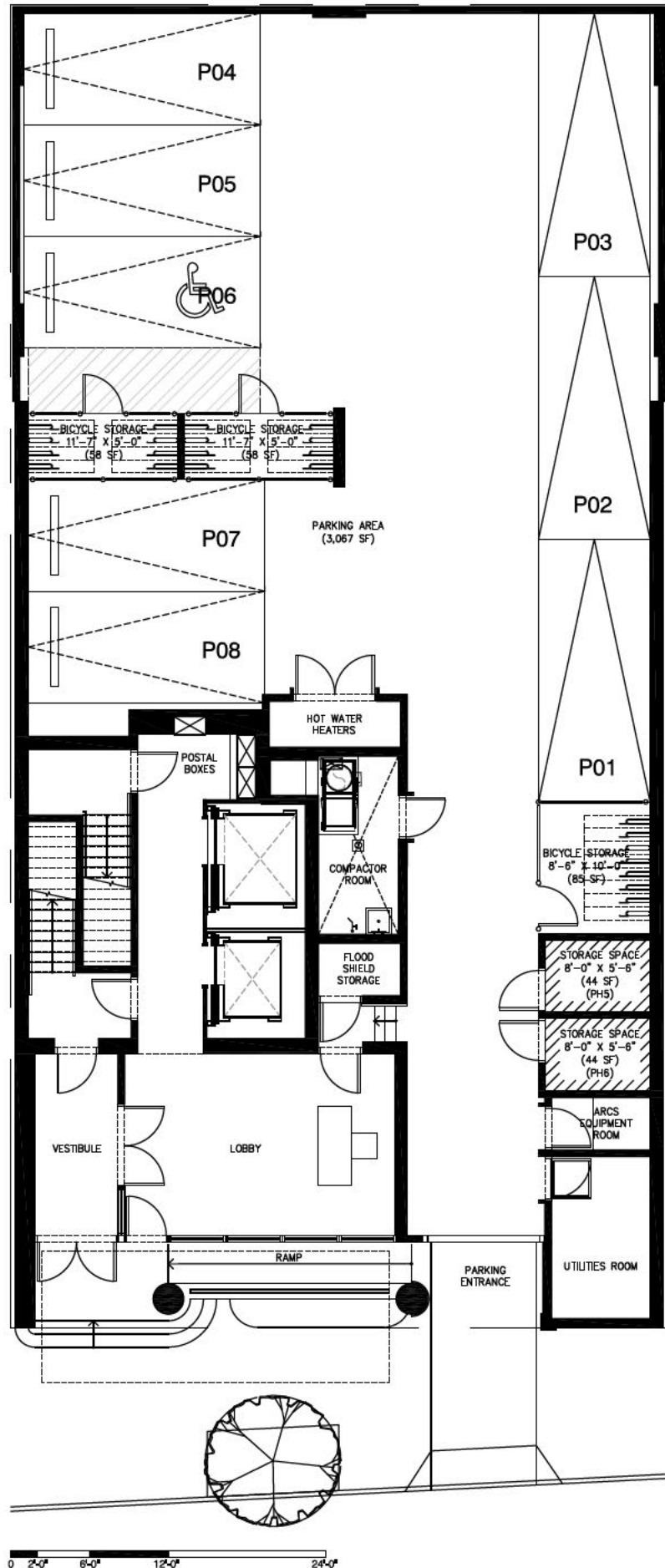


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FIRST FLOOR

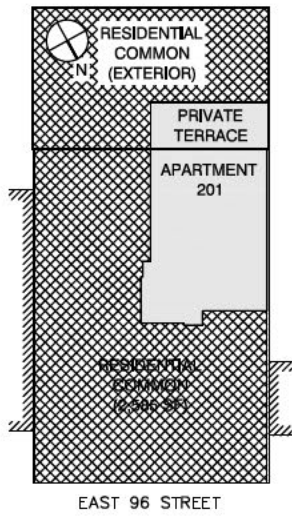


COMMON ELEMENT



LIMITED COMMON
ELEMENT

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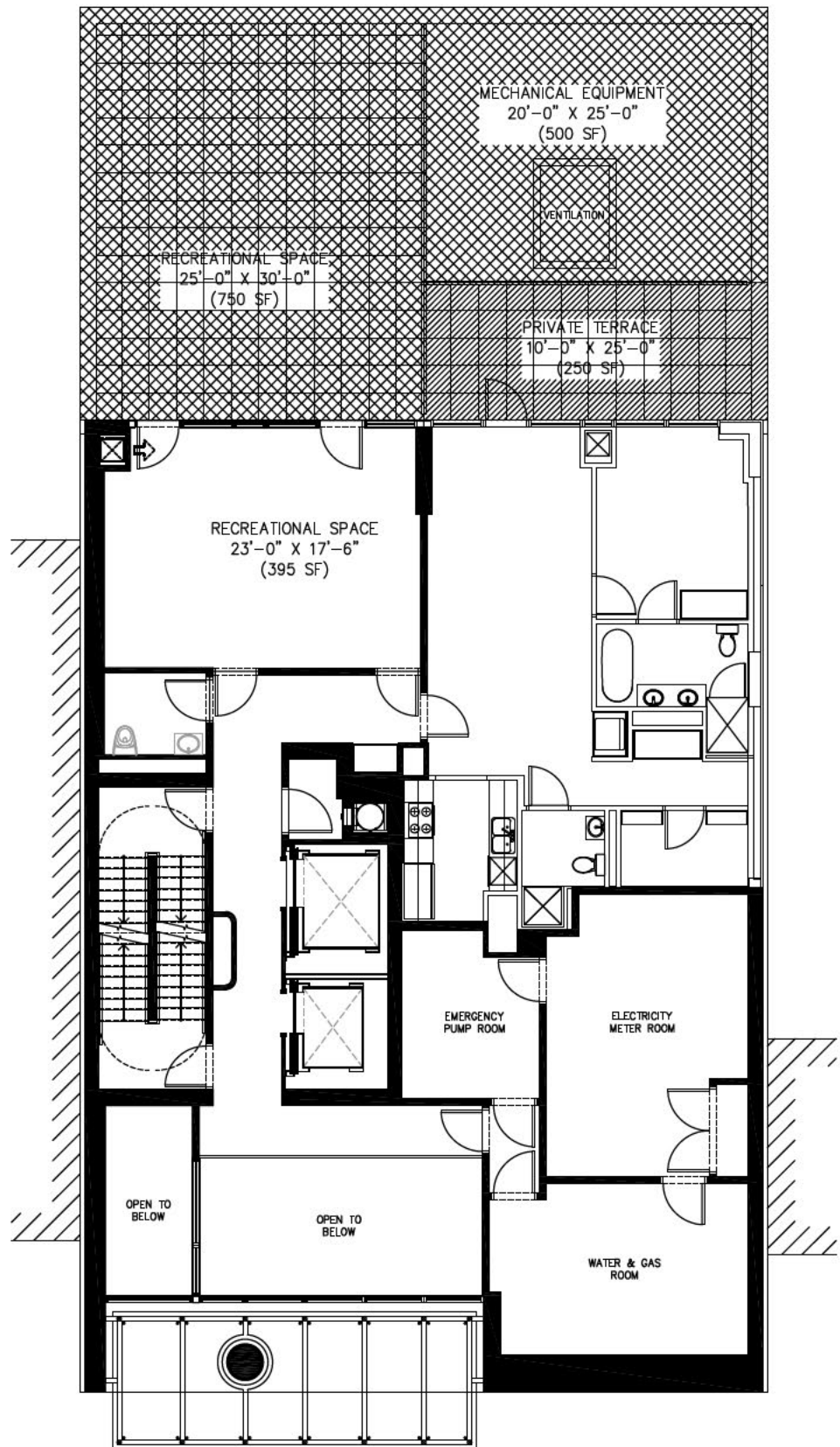


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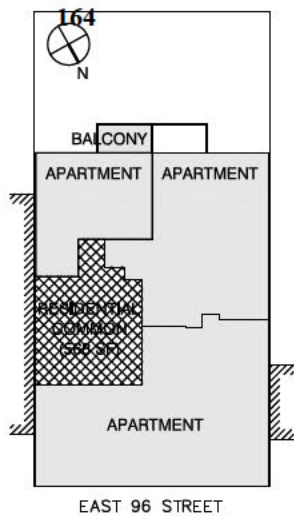
SECOND FLOOR



COMMON ELEMENT

LIMITED COMMON ELEMENT

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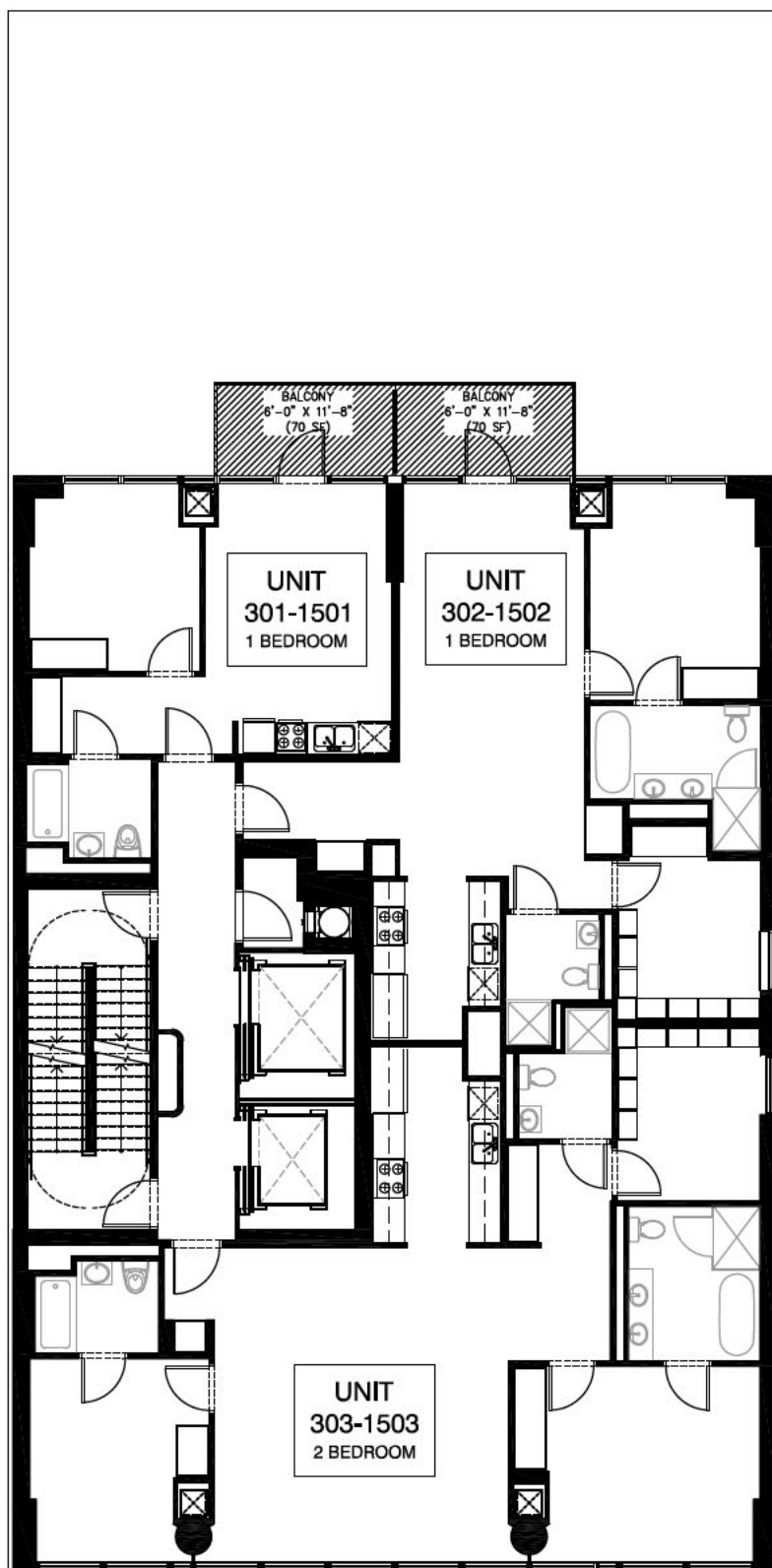


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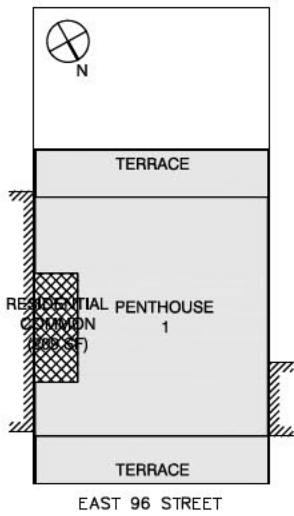
THIRD TO FIFTEETH FLOORS



COMMON ELEMENT

LIMITED COMMON ELEMENT

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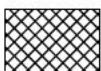
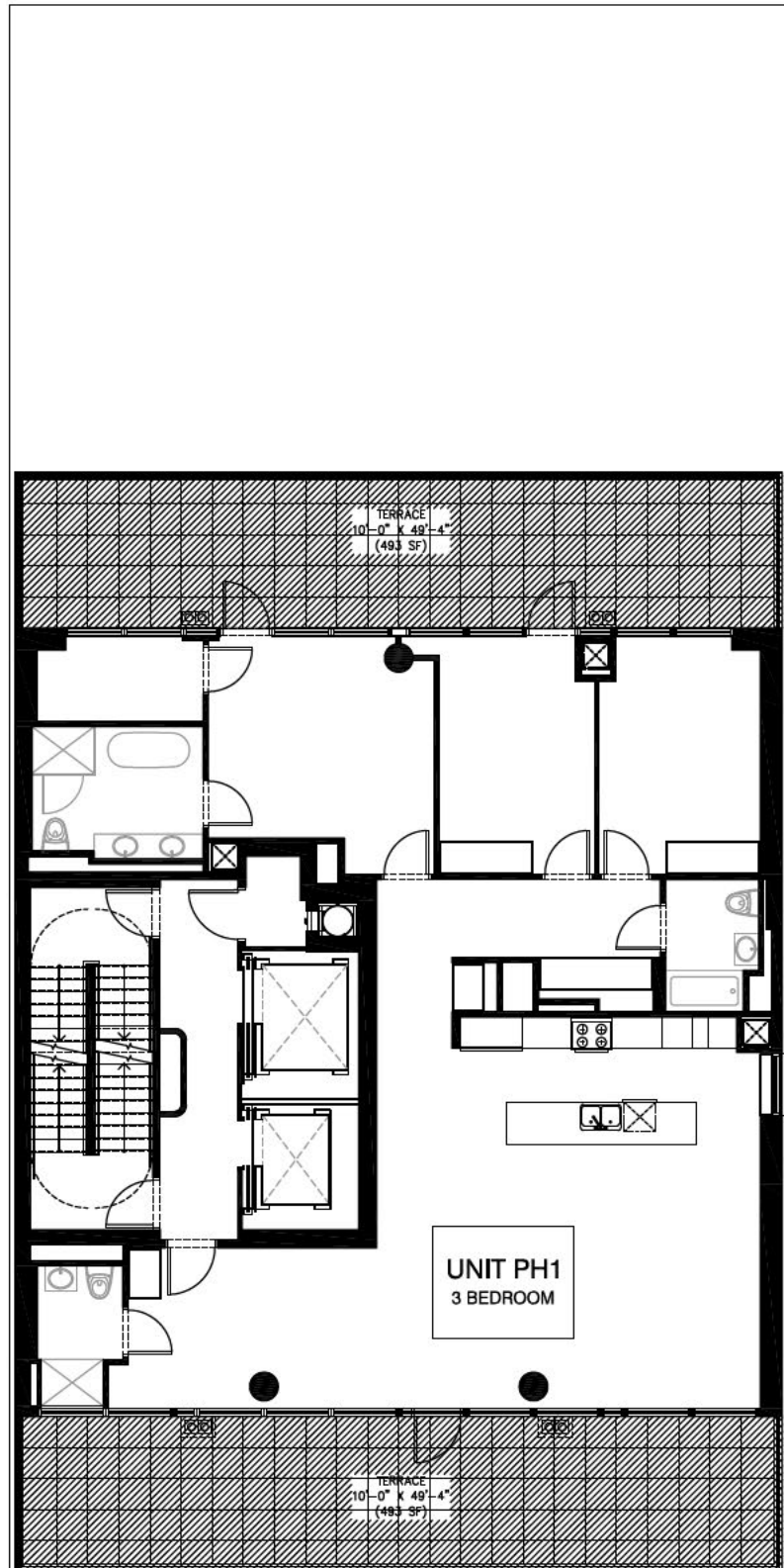


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SIXTEENTH FLOOR

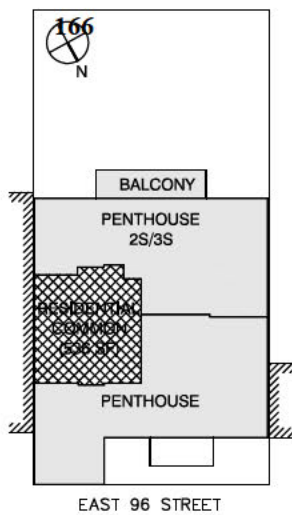


COMMON ELEMENT



LIMITED COMMON ELEMENT

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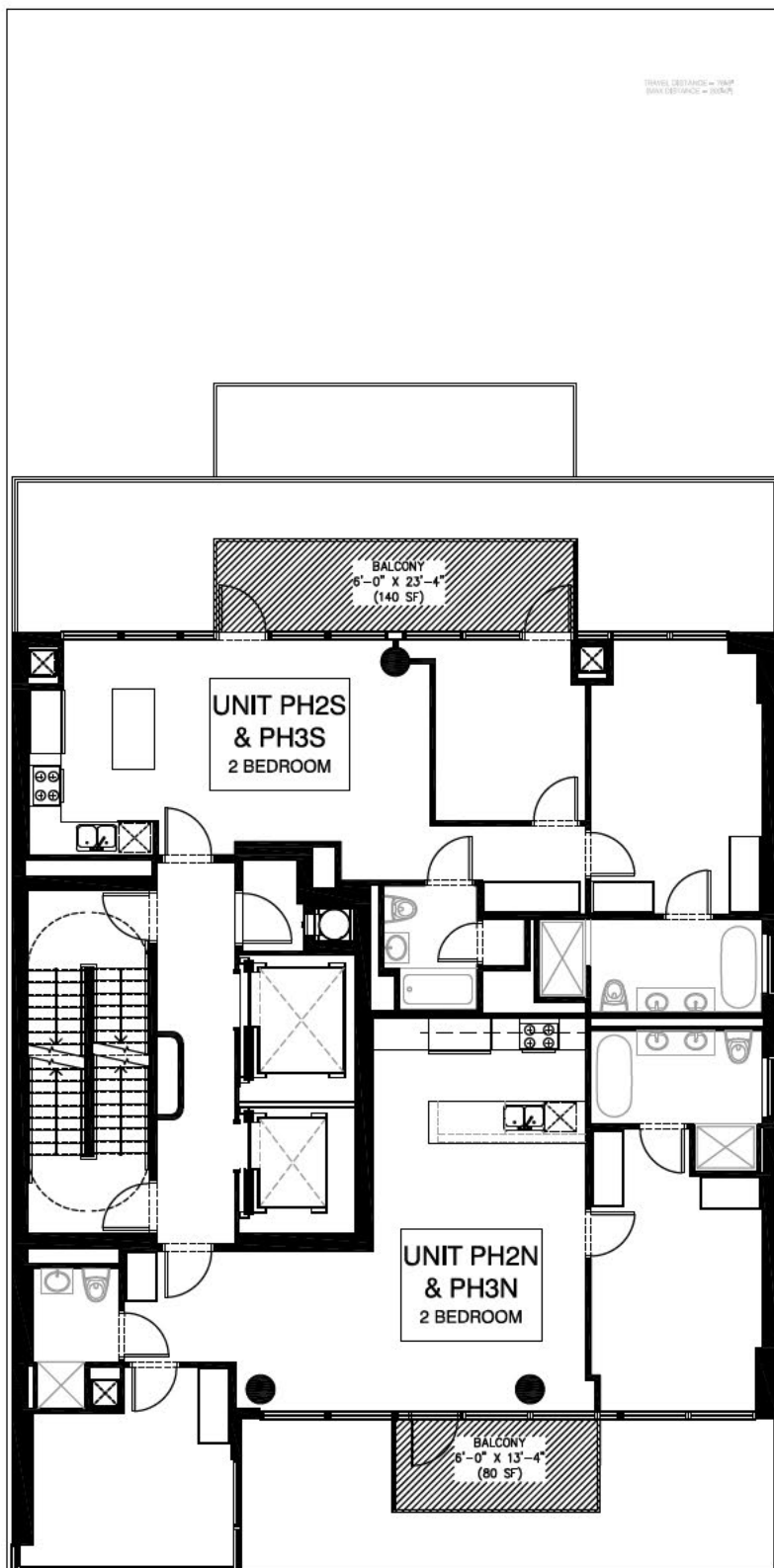


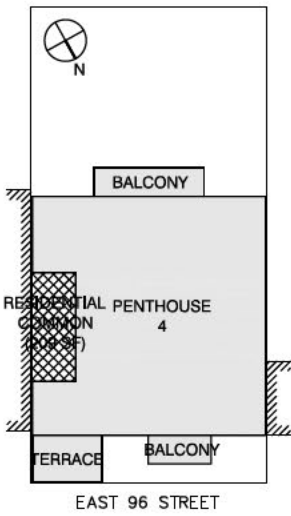
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SEVENTEENTH TO EIGHTEENTH FLOORS



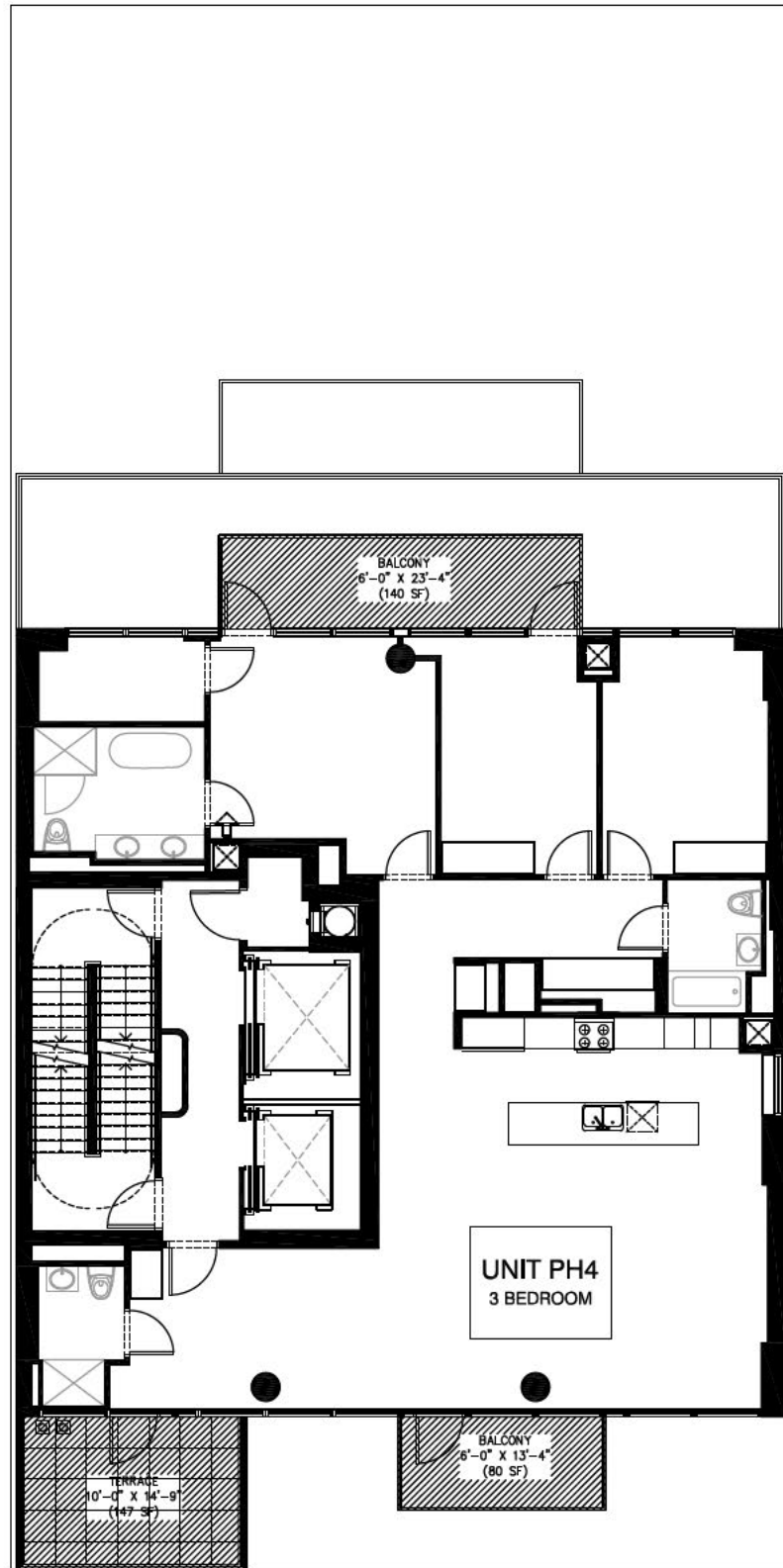


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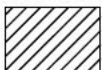
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NINETEENTH FLOOR

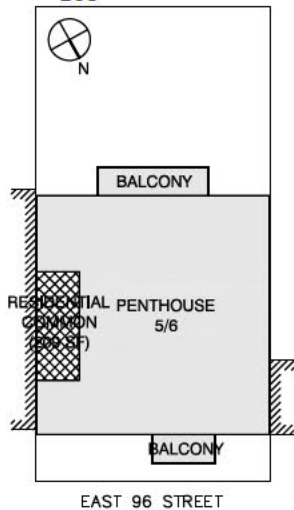


COMMON ELEMENT



LIMITED COMMON
ELEMENT

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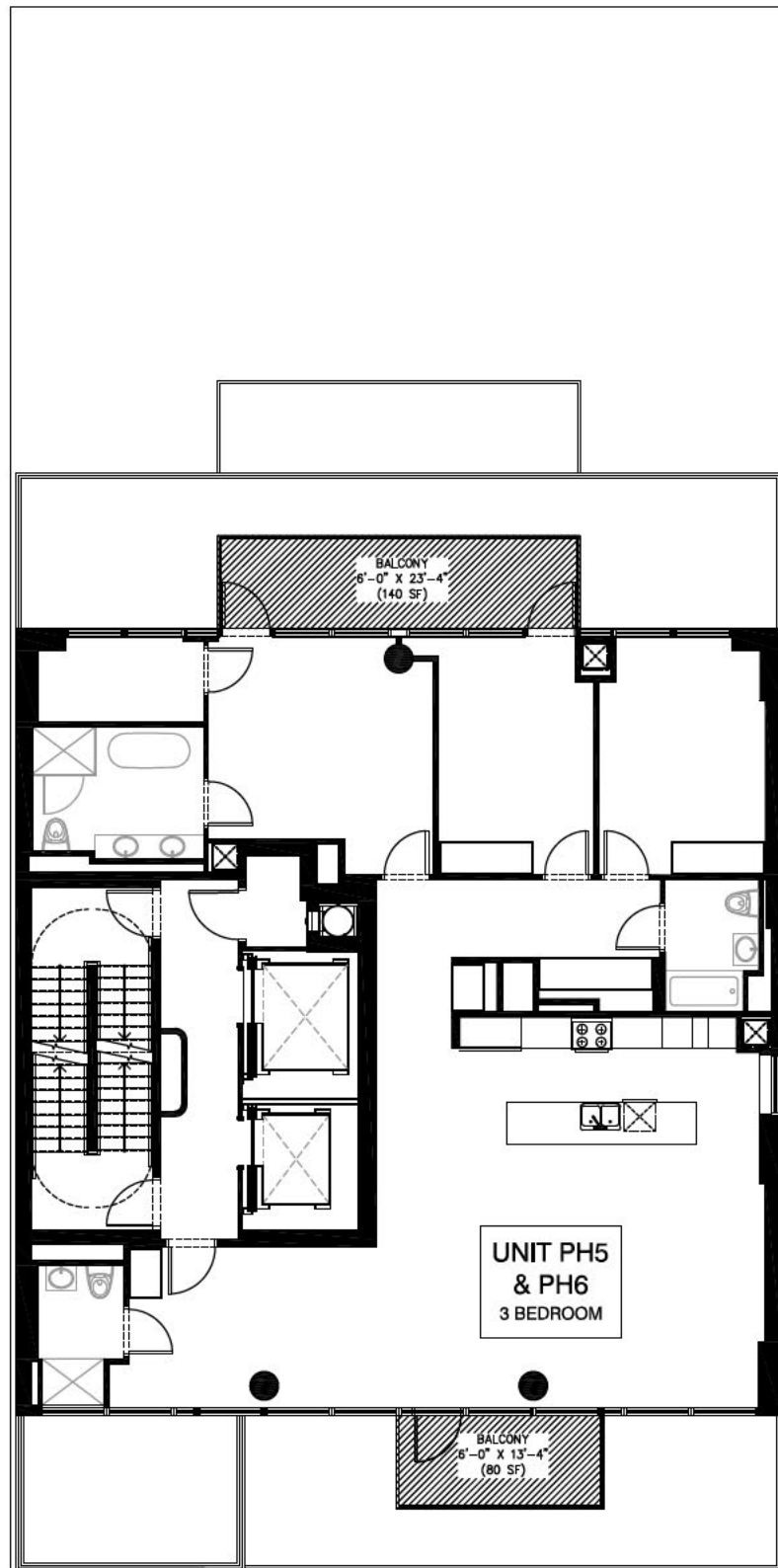


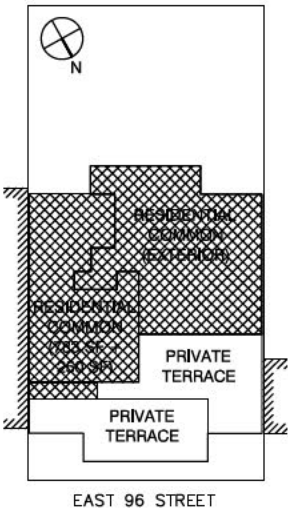
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VITRE
302 EAST 96TH STREET,
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TWENTIETH TO TWENTY FIRST FLOORS



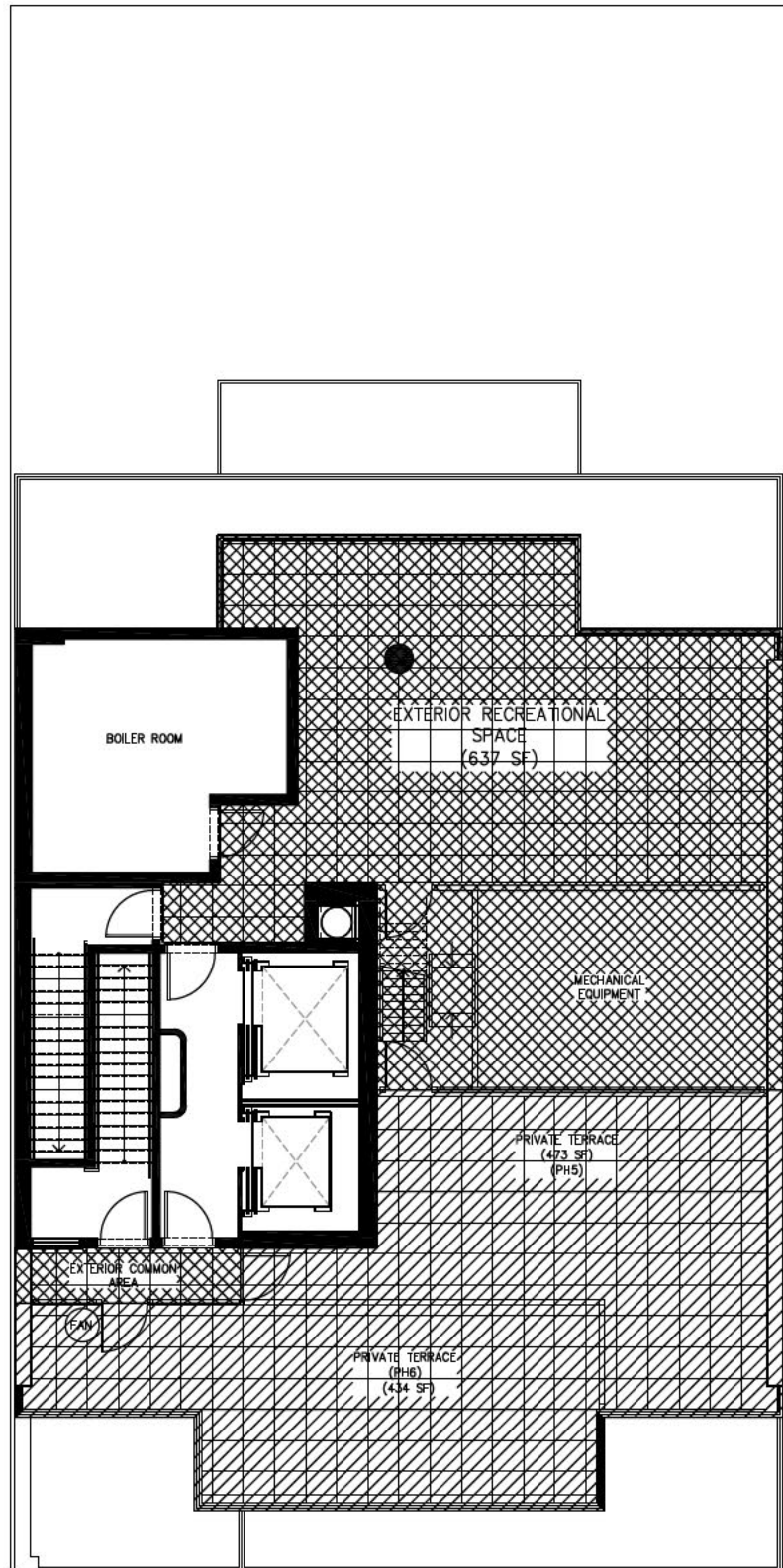


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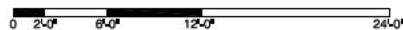
ROOF

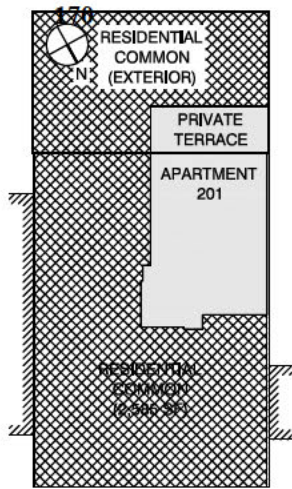


COMMON ELEMENT



LIMITED COMMON
ELEMENT

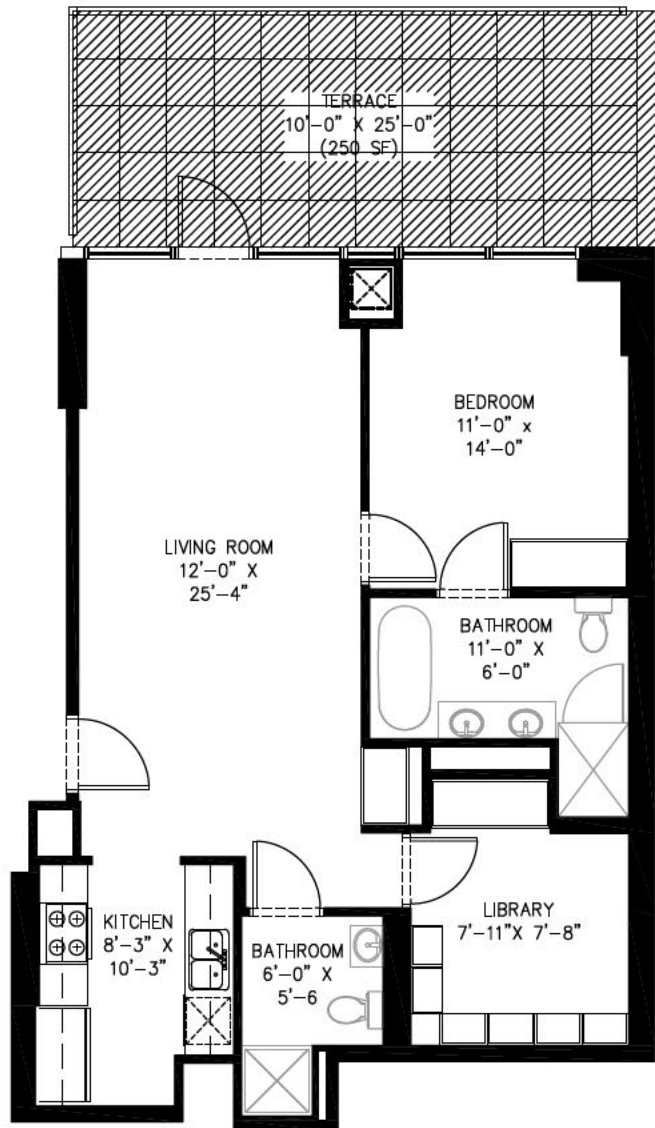




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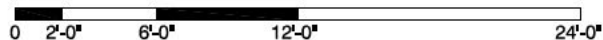
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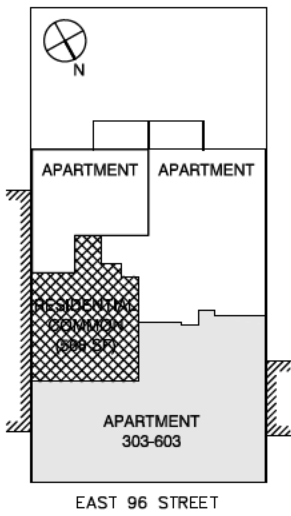
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2nd FLOOR

UNIT 201
1 BEDROOM
901 SF.

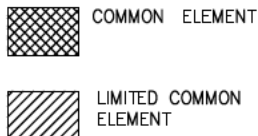




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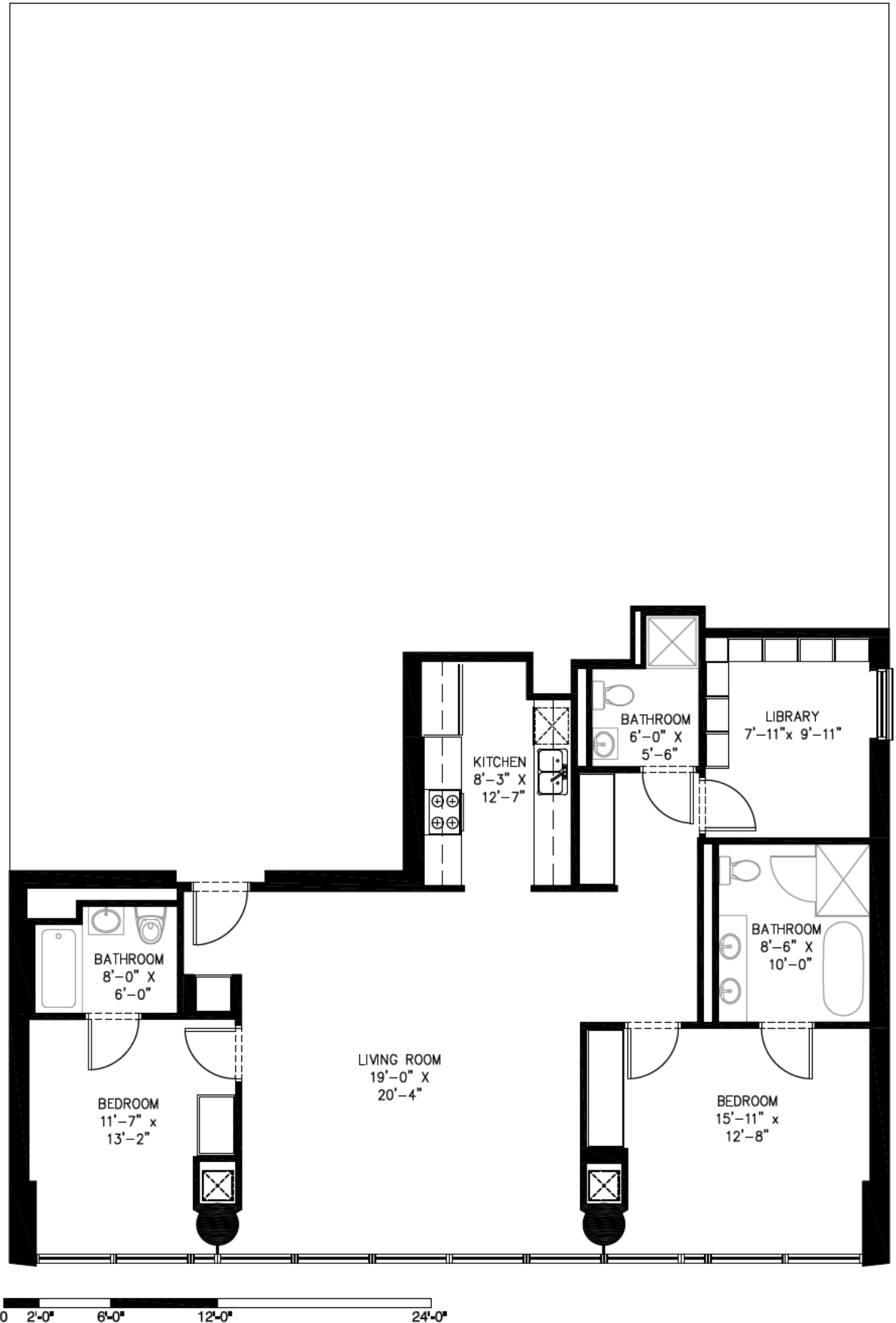
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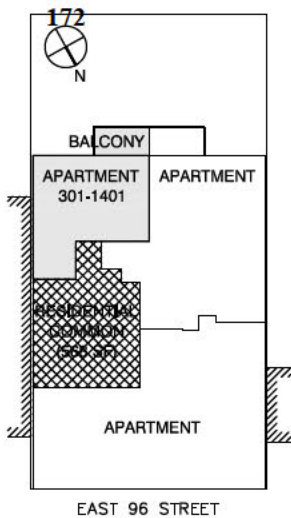
VITRE
302 EAST 96TH STREET,
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3rd TO 6th
FLOORS

UNIT
303-603
2 BEDROOM
1417 SF.

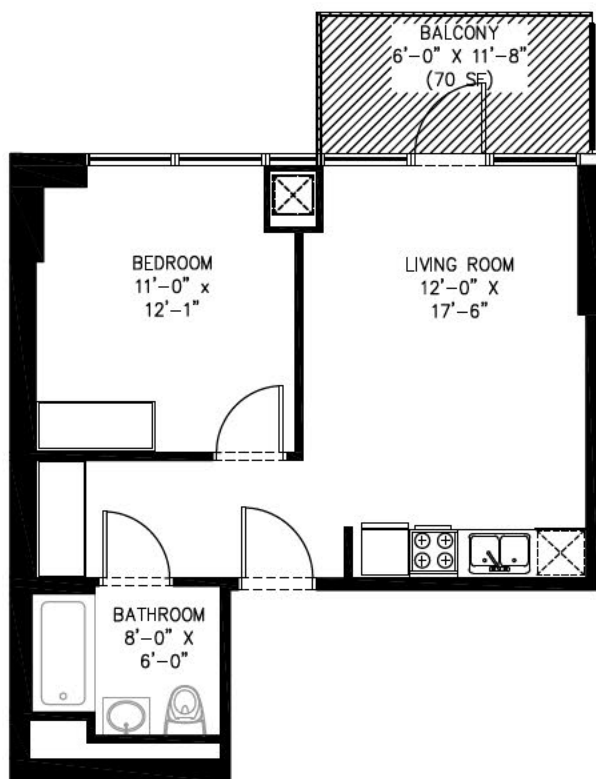




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VITRE
302 EAST 96TH STREET,
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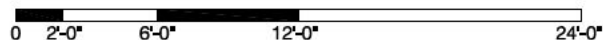


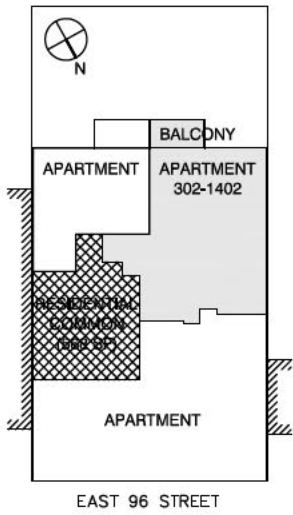
 COMMON ELEMENT

 LIMITED COMMON
ELEMENT

3rd TO 14th
FLOORS

UNIT
301-1401
1 BEDROOM
522 SF.

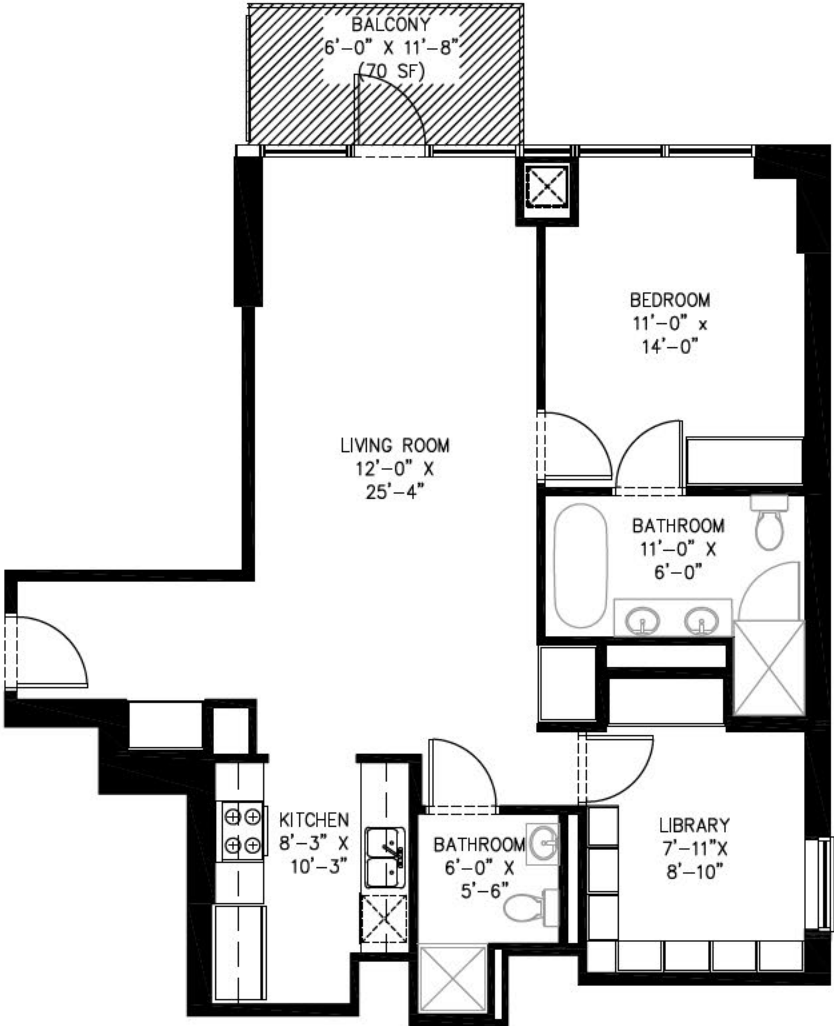




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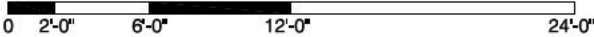
VITRE
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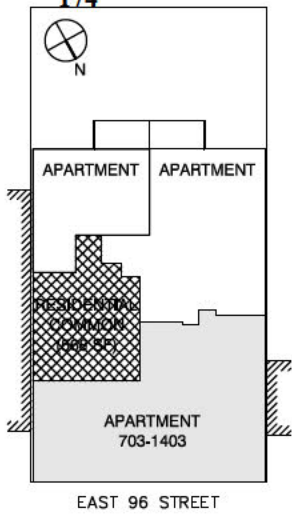
 COMMON ELEMENT
 LIMITED COMMON
ELEMENT

3rd TO 14th
FLOORS

UNIT
302-1402
1 BEDROOM
979 SF.



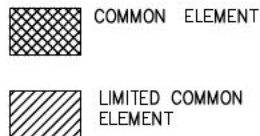
174



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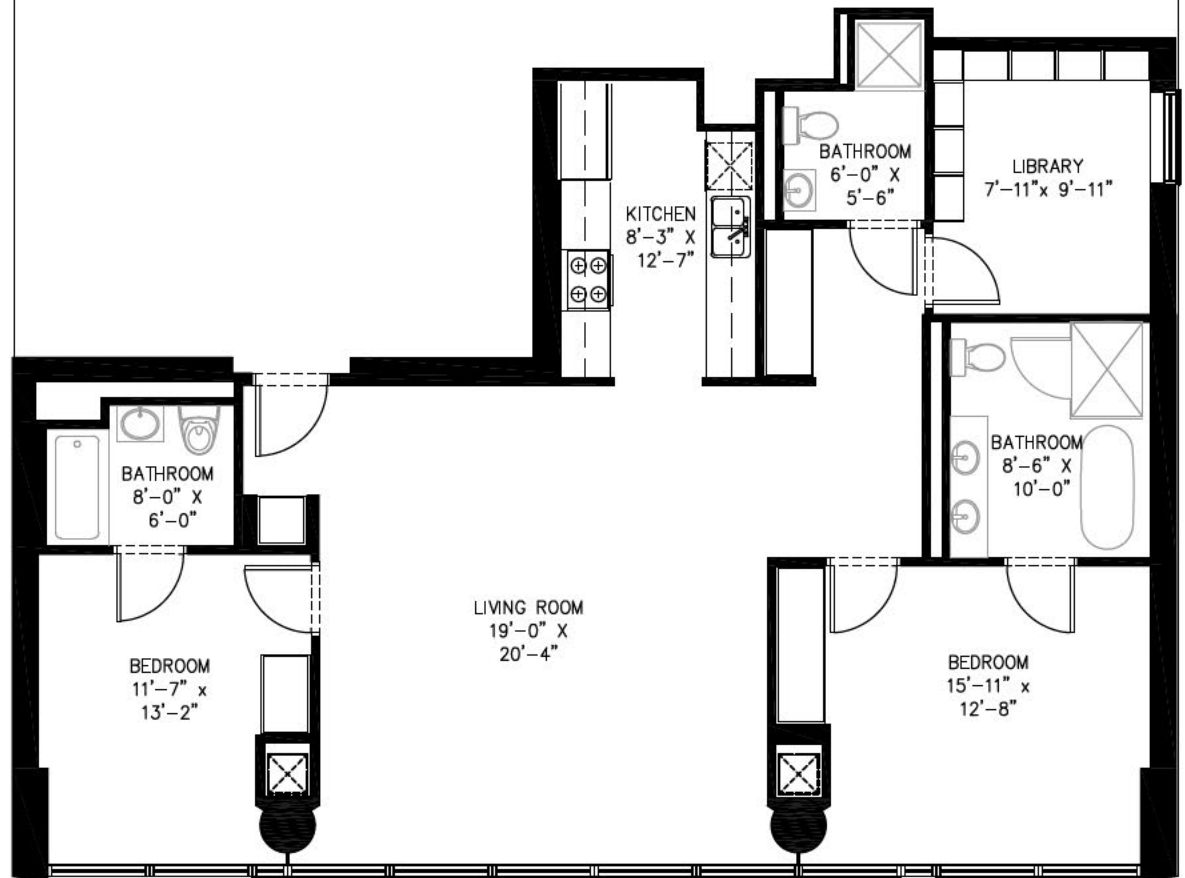
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VITRE
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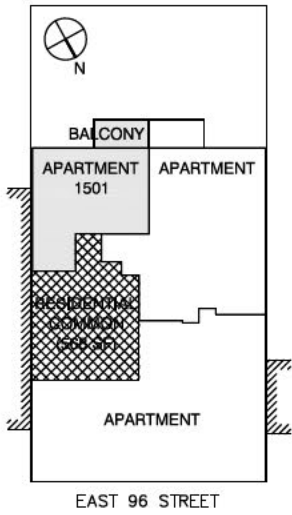


7th TO 14th
FLOORS

UNIT
703-1403
2 BEDROOM
1417 SF.



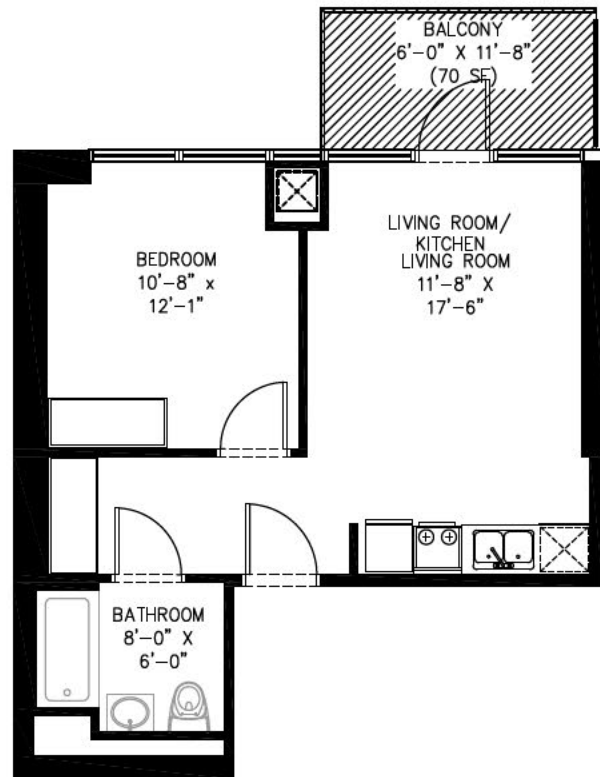
0 2'-0" 6'-0" 12'-0" 24'-0"



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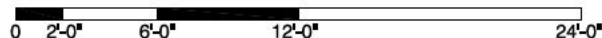


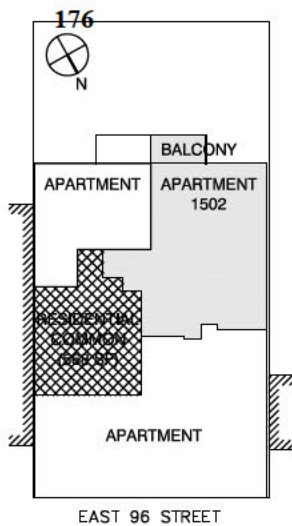
COMMON ELEMENT

LIMITED COMMON ELEMENT

15th FLOOR

UNIT 1501
1 BEDROOM
522 SF.

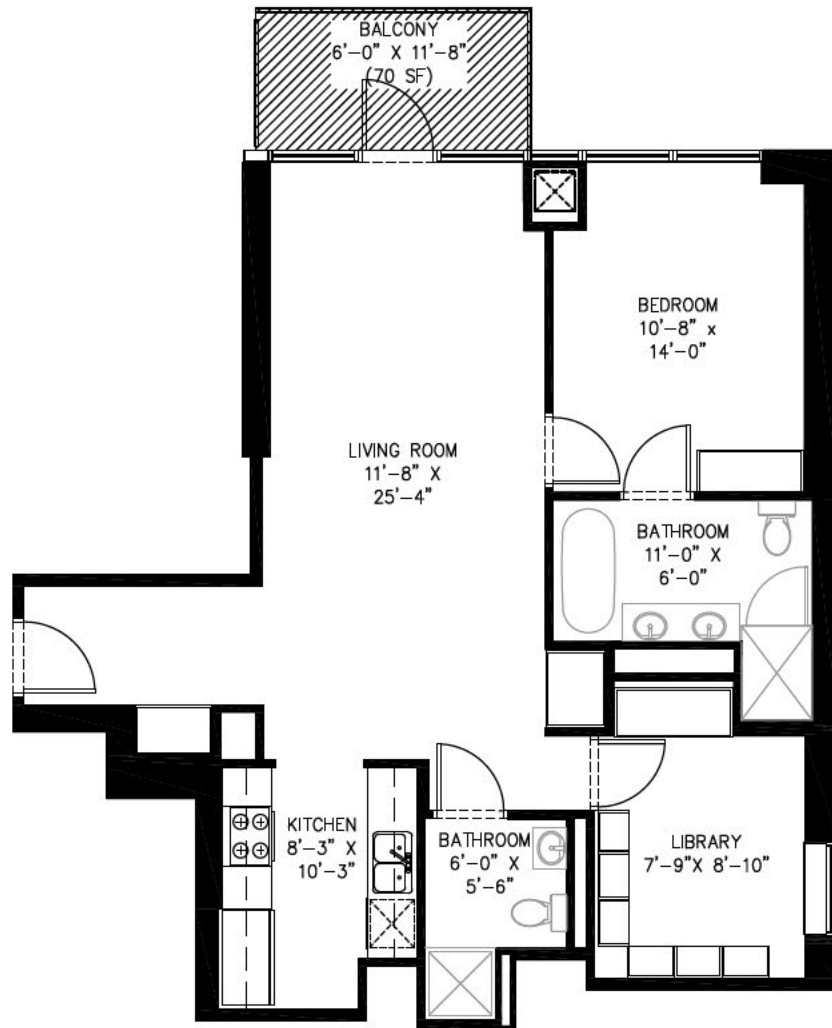




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302 EAST 96TH STREET,
NEW YORK, NEW YORK



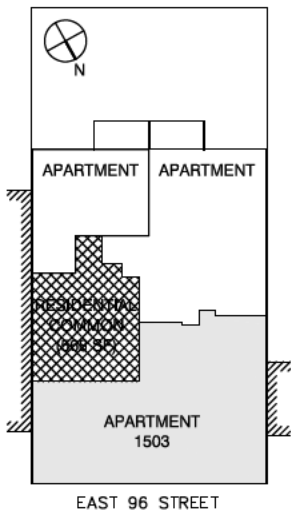
 COMMON ELEMENT

 LIMITED COMMON ELEMENT

15th FLOOR

UNIT 1502
1 BEDROOM
979 SF.

0 2'-0" 6'-0" 12'-0" 24'-0"



ALL DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA.

SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

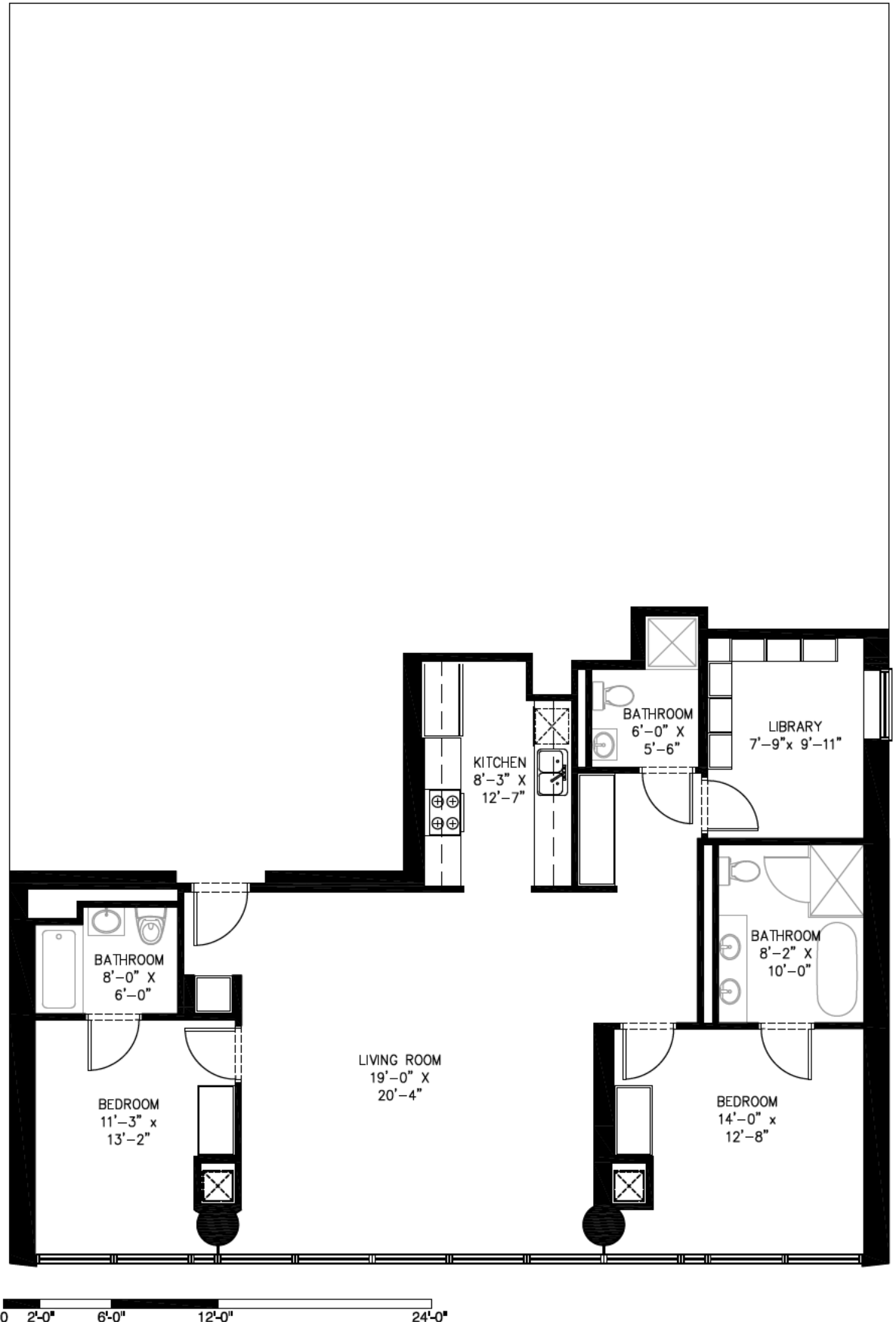
VITRE
302 EAST 96TH STREET,
NEW YORK, NEW YORK

COMMON ELEMENT

LIMITED COMMON ELEMENT

15th FLOOR

UNIT 1503
2 BEDROOM
1417 SF.



178



TERRACE

 RESIDENTIAL PENTHOUSE
COMMON
(886 SF)

TERRACE

EAST 96 STREET

ALL DIMENSIONS ARE APPROXIMATE
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TOLERANCES. SQUARE FOOTAGE
EXCEEDS THE USABLE FLOOR AREA.

SPONSOR RESERVES THE RIGHT TO
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VITRE

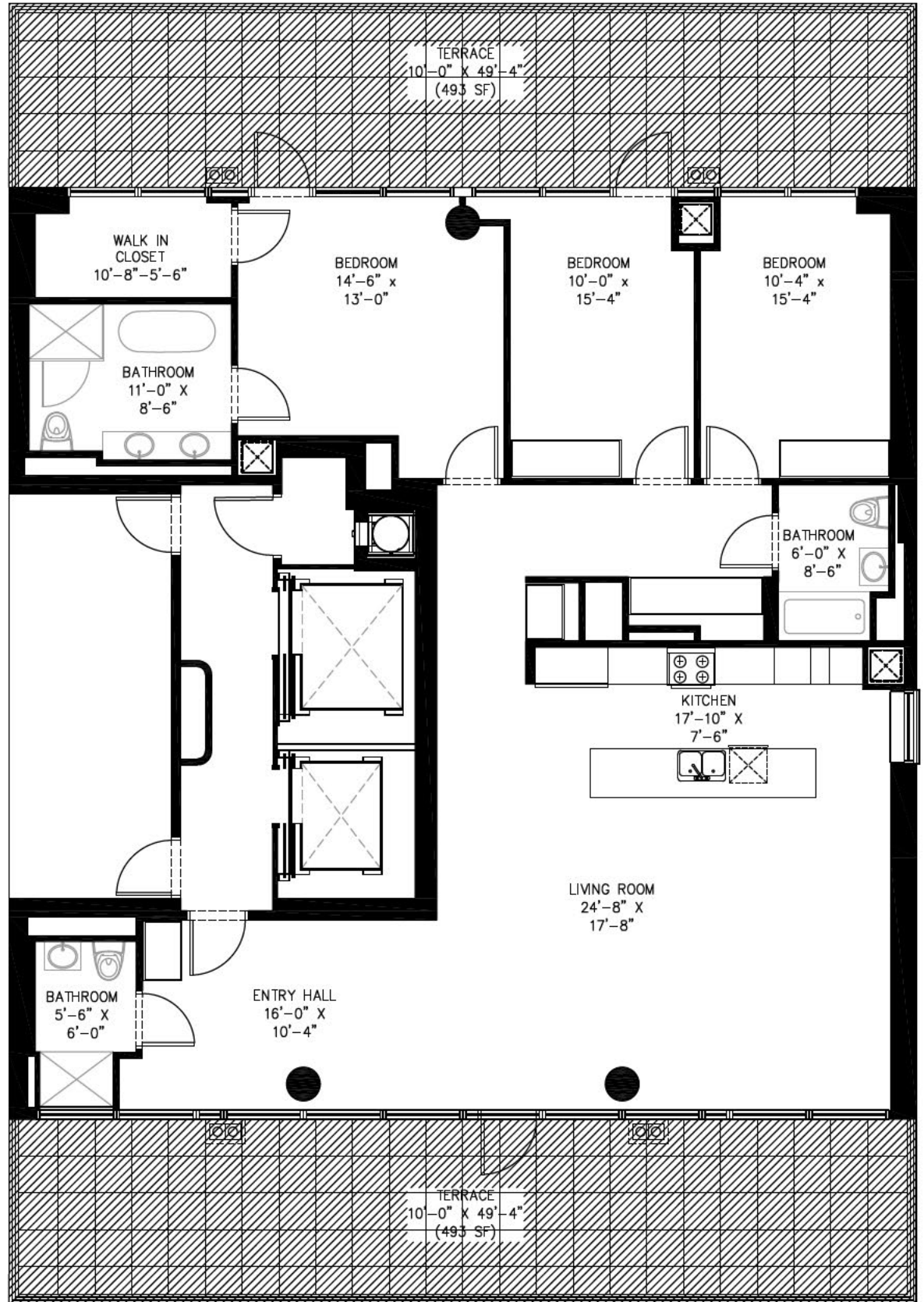
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NEW YORK, NEW YORK


COMMON ELEMENT

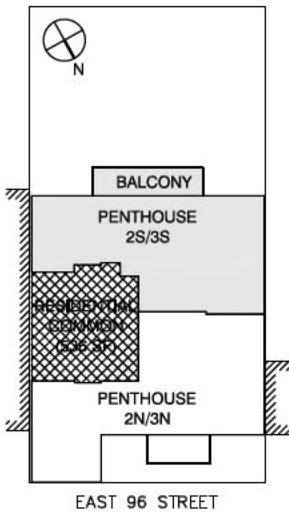


LIMITED COMMON ELEMENT

16th FLOOR

 UNIT PH1
3 BEDROOM
2290 SF.


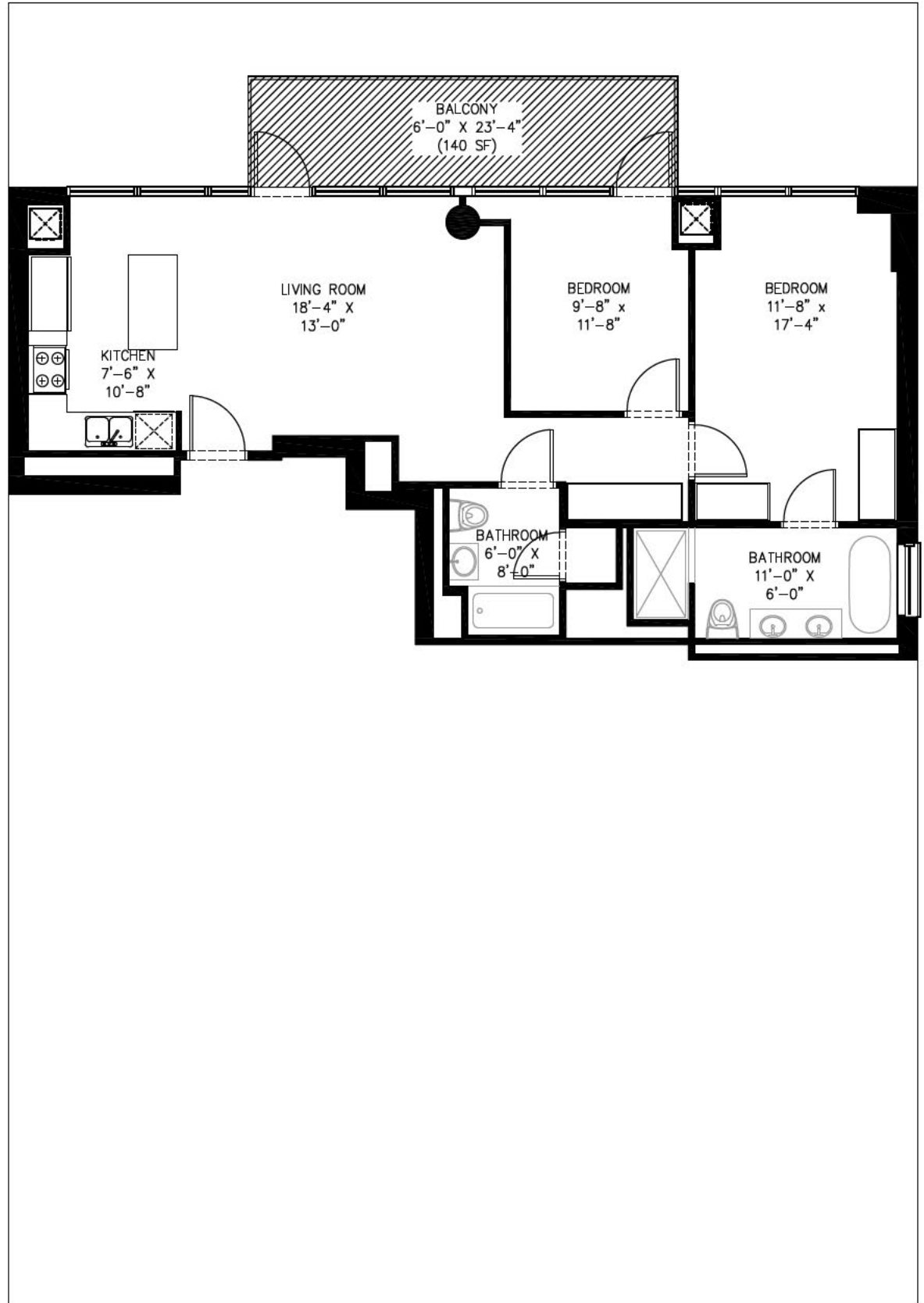
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ALL DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIANCES AND TOLERANCES. SQUARE FOOTAGE EXCEEDS THE USABLE FLOOR AREA.

SPONSOR RESERVES THE RIGHT TO MAKE CHANGES IN ACCORDANCE WITH THE OFFERING PLAN.

VITRE
302 EAST 96TH STREET,
NEW YORK, NEW YORK



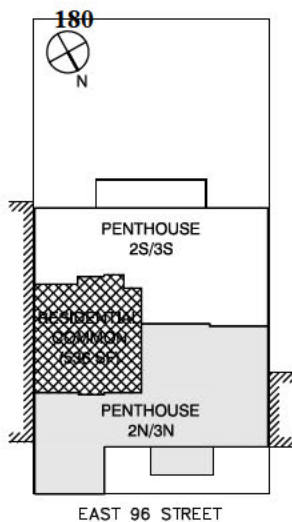
COMMON ELEMENT

LIMITED COMMON ELEMENT

17th TO 18th
FLOORS

UNIT
PH2S/
PH3S
2 BEDROOM
1015 SF.

0 2'-0" 6'-0" 12'-0" 24'-0"



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TOLERANCES. SQUARE FOOTAGE
EXCEEDS THE USABLE FLOOR AREA.

SPONSOR RESERVES THE RIGHT TO
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WITH THE OFFERING PLAN.

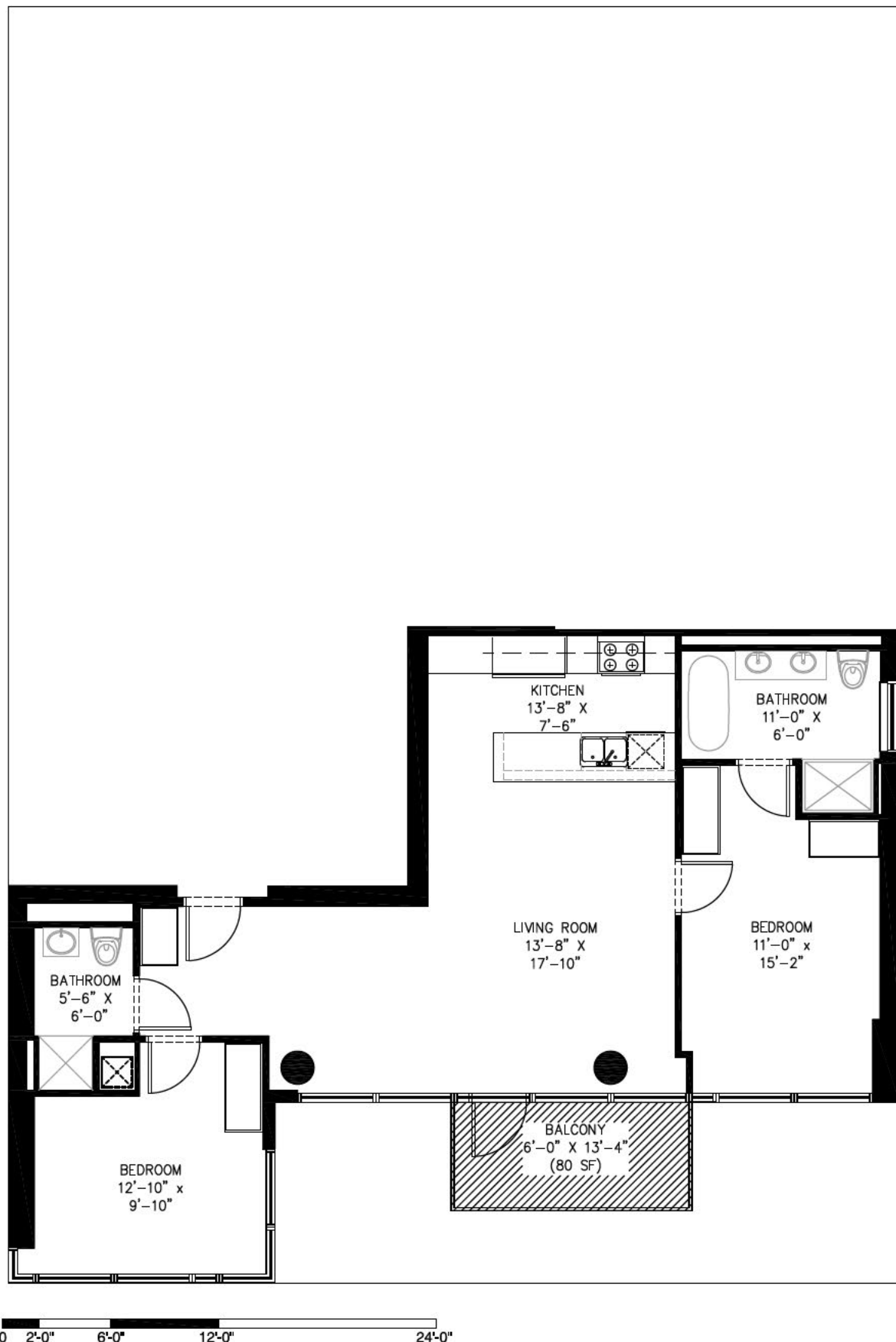
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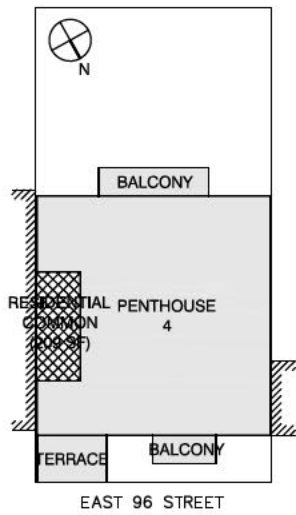
COMMON ELEMENT

LIMITED COMMON ELEMENT

17th TO 18th
FLOORS

UNIT
PH2N/
PH3N
2 BEDROOM
1096 SF.





ALL DIMENSIONS ARE APPROXIMATE
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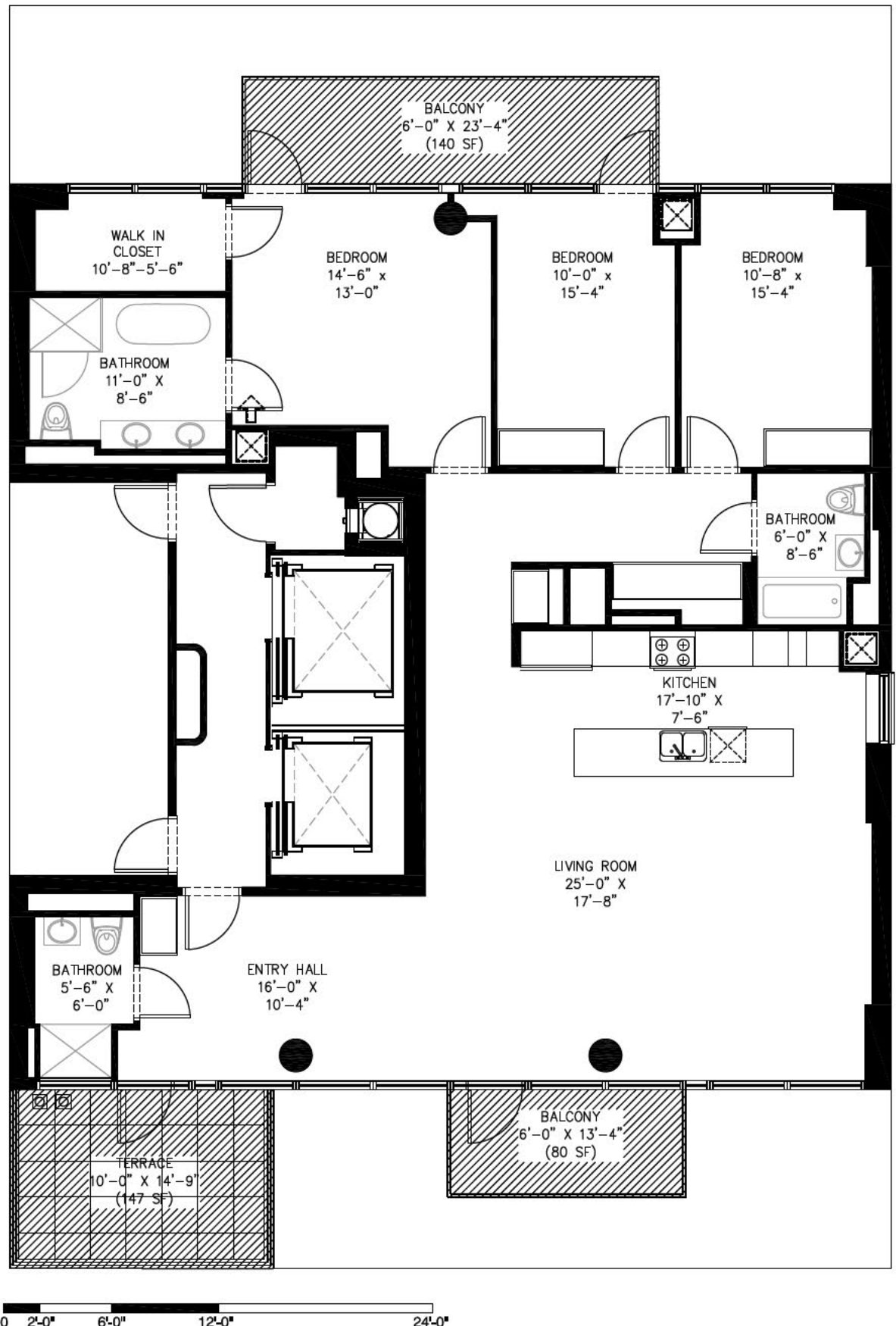
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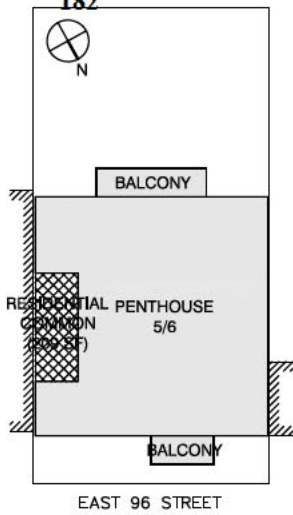
COMMON ELEMENT

LIMITED COMMON
ELEMENT

19th FLOOR

UNIT PH4
3 BEDROOM
2290 SF.

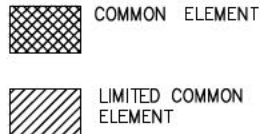




ALL DIMENSIONS ARE APPROXIMATE
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CONSTRUCTION VARIANCES AND
TOLERANCES. SQUARE FOOTAGE
EXCEEDS THE USABLE FLOOR AREA.

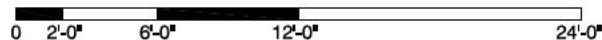
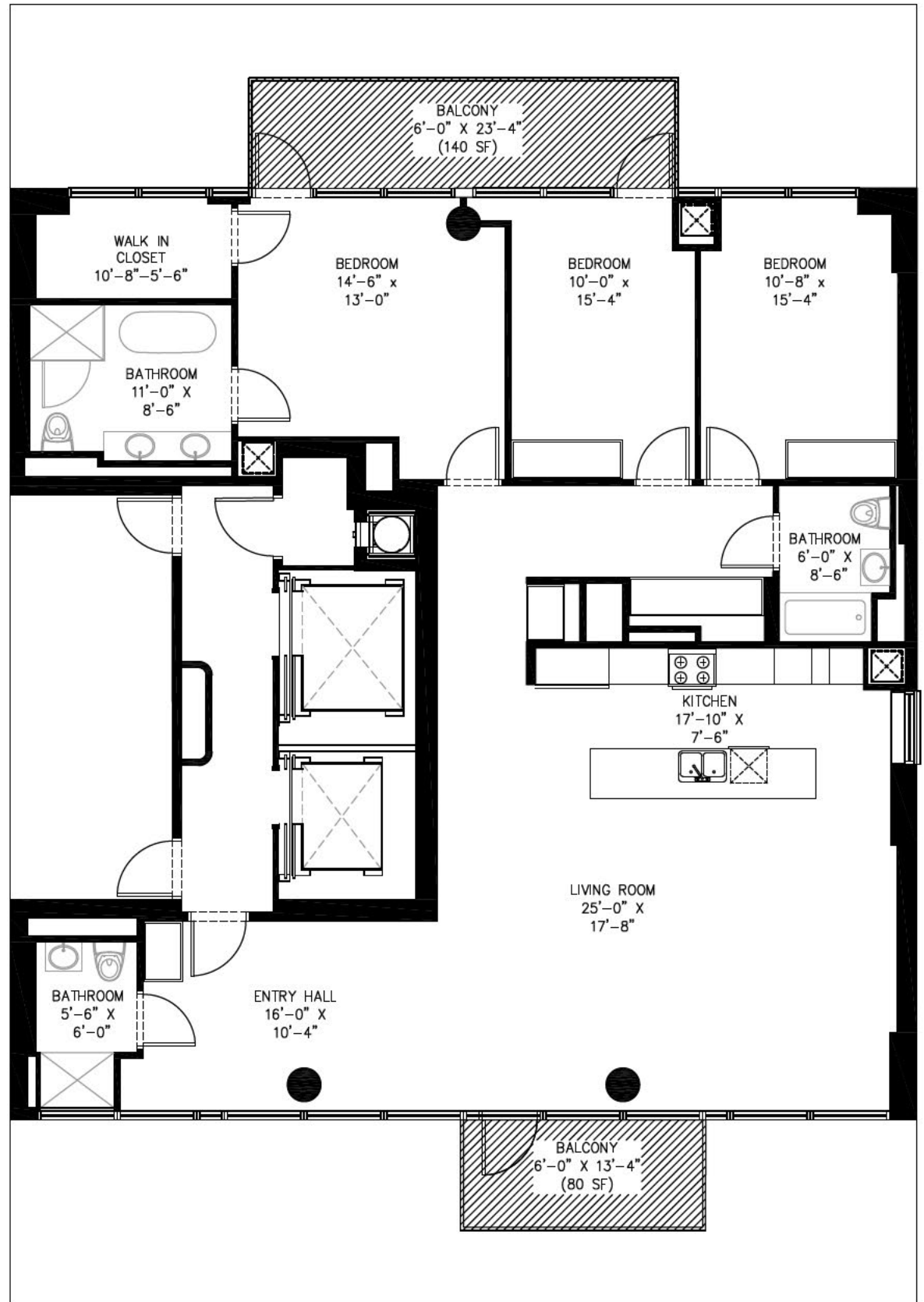
SPONSOR RESERVES THE RIGHT TO
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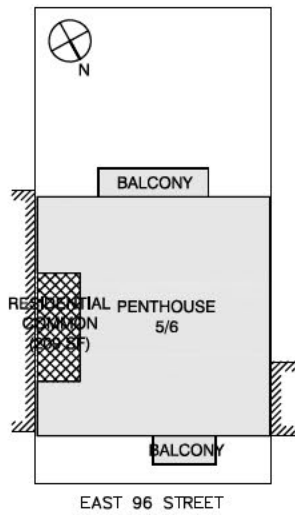
VITRE
302 EAST 96TH STREET,
NEW YORK, NEW YORK



20th FLOOR

UNIT
PH5
3 BEDROOM
2290 SF.

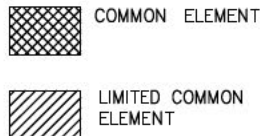




ALL DIMENSIONS ARE APPROXIMATE
AND ARE SUBJECT TO NORMAL
CONSTRUCTION VARIANCES AND
TOLERANCES. SQUARE FOOTAGE
EXCEEDS THE USABLE FLOOR AREA.

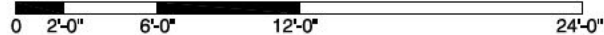
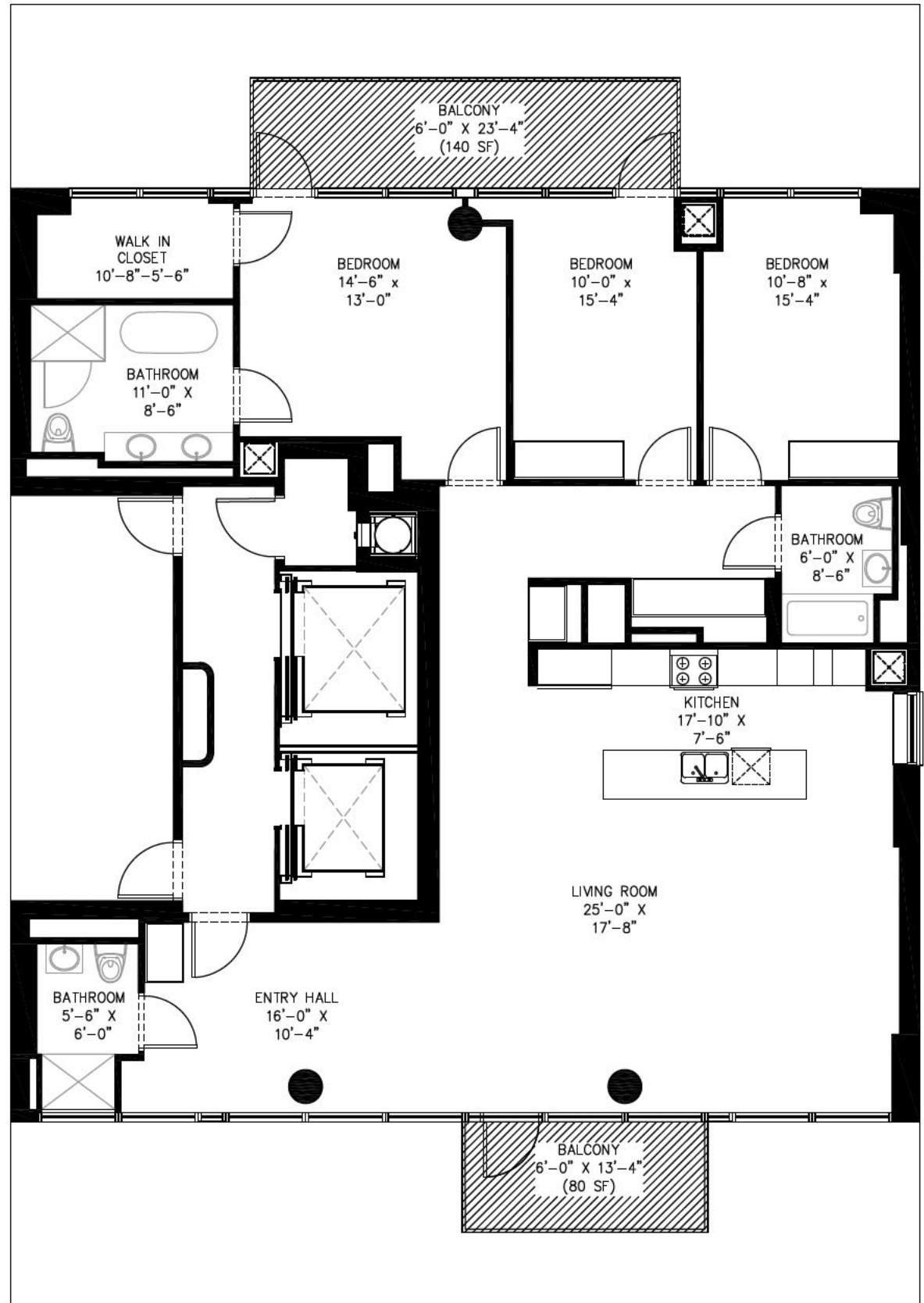
SPONSOR RESERVES THE RIGHT TO
MAKE CHANGES IN ACCORDANCE
WITH THE OFFERING PLAN.

VITRE
302 EAST 96TH STREET,
NEW YORK, NEW YORK



21ST FLOOR

UNIT
PH6
3 BEDROOM
2290 SF.



S. Nicholas Hockens
Tel (212) 801-3088
Fax (212) 801-6400
hockensn@gtlaw.com

December 18, 2015

VIA HAND DELIVERY

Pacific Western Bank
SFB Portfolio Manager
5404 Wisconsin Avenue – 2nd Floor
Chevy Chase, Maryland 20815

Terra Secured Income Fund 5, LLC
c/o Terra Capital Partners, LLC
805 Third Avenue, 8th Floor
New York, New York 10022

Re: Loan in the principal amount of \$43,125,000 (the “**Senior Loan**”), from Pacific Western Bank (“**Senior Lender**”), to WWML96, LLC (“**Borrower**”), with respect to that certain property located at 302 East 96th Street, New York, New York, Block 1558, Lot 47 (the “**Property**”)

Loan in the principal amount of \$17,050,000 (the “**Mezzanine Loan**” and, collectively, with the Senior Loan, the “**Loans**”), from Terra Secured Income Fund 5, LLC (“**Mezzanine Lender**” and, collectively with Senior Lender, the “**Lenders**”), to Borrower, with respect to the Property

Dear Ladies and Gentlemen:

This firm is acting as special land use counsel to Borrower in connection with the making of the Loans. We understand that the Borrower proposes to construct a new, 21-story residential building with a total of 48 dwelling units on the Property (the “**New Building**”). Development of the New Building requires that the Property and the adjacent parcel located at 300 East 96th Street, New York, New York, Block 1558, Lot 49 (“**Lot 49**”) be treated as a single “zoning lot” (the “**Combined Zoning Lot**”) as such term is defined in Section 12-10 of the Zoning Resolution (as defined below).

The Borrower has asked us, in connection with the making of the Loans, to provide Lenders with our opinion concerning whether the proposed use and floor area for the New Building, as

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reflected in plans submitted by the project architect to the New York City Department of Buildings (the “**DOB**”), will comply with the Zoning Resolution’s requirements. This opinion responds to that request.

In rendering this opinion, we have reviewed and are relying upon the following documents and sources:

(a) as to matters of law, the Zoning Resolution of the City of New York effective on December 15, 1961, as amended through August 13, 2015 (the “**Zoning Resolution**” or “**ZR**”), including Zoning Map 6b (the “**Zoning Map**”), a copy of which is attached as Exhibit A;

(b) the digital tax map for Block 1558 in New York County published on the website of the New York City Department of Finance at <http://maps.nyc.gov/taxmap/library.htm>, under 10155820131213105002.pdf, a copy of which is attached as Exhibit B;

(c) the relevant portion of the City Map, a copy of which is attached as Exhibit C;

(d) the following drawings (collectively, the “**Zoning Drawings**”), prepared by Karl Fischer Architect (the “**Architect**”), copies of which are attached as Exhibit D: Drawings A-010.00 (Survey)¹, Z-002.00 (Zoning Diagrams) and Z-003.00 (Gross Area Calculations), each dated October 16, 2015, and Drawings Z-001.00 (Zoning Analysis), Z-004.00 (Deduction Calculations) and A-101 (First Floor Plan), each dated November 5, 2015;

(e) the Architect’s Certificate, dated as of the date hereof, by the Architect and attached as Exhibit E;

(f) Declaration of Zoning Lot Restrictions, dated as of March 10, 2015 (the “**Declaration**”), by 96 & Second LLC (“**Lot 49 Owner**”) and WWML96, LLC (“**Developer**”) and recorded against the Property and Lot 49 in the Office of the City Register, New York County (the “**Register’s Office**”) on March 23, 2015 under City Register File Number (“**CRFN**”) 2015000098425, a copy of which is attached as Exhibit F;

(g) Exhibit “II” – Certification Pursuant to Zoning Lot Subdivision D of Section 12-10 of the Zoning Resolution of December 15, 1961 of the City of New York – as Amended Effective August 18, 1977, dated February 20, 2015 (the “**Exhibit II**”), by Commonwealth Land Title Insurance Company (“**Commonwealth**”) and recorded as Exhibit “C” to the Declaration on March 23, 2015 under CRFN 2015000098425, a copy of which is attached as Exhibit G;

(h) Zoning Lot Development and Easement Agreement, dated as of March 10, 2015 (the “**ZLDEA**”), by Lot 49 Owner and Developer, and recorded on March 23, 2015 in the Register’s Office under CRFN 2015000098426, a copy of which is attached as Exhibit H;

¹ Drawing A-010.00 depicts a Survey of Lots 47 and 49 prepared by Roguski Land Surveying P.C. and dated April 30, 2015 (the “**Property Survey**”).
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(i) Consent and Subordination of Mortgage (Declaration / ZLDEA), dated as of March 10, 2015 (the “**G4 Waiver**”), by G4 18143, LLC (“**G4**”), and recorded in the Register’s Office on March 23, 2015 under CRFN 2015000098427, a copy of which is attached as Exhibit I;

(j) Waiver of Declaration of Zoning Lot Restrictions and Subordination of Mortgage to Zoning Lot Development Agreement, dated March 10, 2015 (the “**IB Waiver**” and, collectively with the G4 Waiver, the “**Waivers**”), by Investors Bank (“**IB**”), and recorded in the Register’s Office on March 23, 2015 under CRFN 2015000098428, a copy of which is attached as Exhibit J;

(k) Light and Air Easement Agreement, dated as of March 10, 2015 (the “**Easement Agreement**” and, collectively with, the Declaration, the Exhibit II, the ZLDEA, and the Waivers, the “**Merger Documents**”), by Lot 49 Owner and Developer, and recorded in the Register’s Office on March 23, 2015 under CRFN 2015000098429, a copy of which is attached as Exhibit K;

(l) a zoning determination (Control Number 41744) obtained by the Architect from the DOB, signed by Senior Zoning Specialist David Aigner and dated September 15, 2015 (the “**Outer Court Zoning Determination**”), a copy of which is attached as Exhibit L;

(m) the letter, dated May 11, 2015, from James Miraglia, Department of City Planning, City of New York (“**DCP**”), to Martin Rebholz, R.A., Borough Commission, DOB regarding Application No. N 150291 ZCM (the “**Certification Letter**”), a copy of which is attached as Exhibit M; and

(n) a zoning determination (Control Number 41745) obtained by the Architect from the DOB, signed by Senior Zoning Specialist David Aigner and dated November 13, 2015 (the “**Curb Cut Zoning Determination**”), a copy of which is attached as Exhibit N.

The foregoing documents (b) to (n) are hereafter referred to as the “**Opinion Documents**.”

We have also reviewed certain provisions of two proposed amendments to the text of the Zoning Resolution, both of which were certified to begin public review by the New York City Planning Commission (the “**CPC**”) on September 21, 2015: Mandatory Inclusionary Housing (No. N160051 ZRY (the “**MIH Amendment**”)), and Zoning for Quality and Affordability (No. N160049ZRY (the “**ZQA Amendment**”)).

Background Facts

The Property is a regularly shaped, interior lot located on the south side of East 96th Street in Manhattan Community Board 8. Lot 49 is a regularly shaped corner lot located on the south side of East 96th Street and the east side of Second Avenue. According to the Property Survey, the Property has 50 feet of frontage along East 96th Street and a depth of 100.71 feet and Lot 49 has 100 feet of frontage along East 96th Street and 25.71 feet of frontage along Second Avenue. According to the City Map, both East 96th Street and Second Avenue are 100 feet wide in the vicinity of the Proposed Zoning Lot and, therefore, are wide streets as defined in ZR Section 12-10.

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Zoning

According to the Architect's Certificate, the Combined Zoning Lot is located within two separate zoning districts, divided by a boundary that runs through the Property parallel to Second Avenue. The entirety of Lot 49 and the portion of the Property within 125 feet of Second Avenue (the "**C2-5 Portion**") lie within an R10A zoning district that is mapped with a C2-5 commercial overlay. The remainder of the Property is located within an R10A district with no commercial overlay (the "**R10A Portion**"). The Zoning Resolution provides that, except in circumstances which are not applicable to the Combined Zoning Lot, whenever a zoning lot is divided between two separate zoning districts, each portion of the split zoning lot is regulated by the provisions applicable to the district in which such portion of the zoning lot is located.²

In addition, both the Property and Lot 49 are located within the Special Transit Land Use District (the "**Special District**"), which is mapped in the vicinity of existing or proposed subway stations. Any development or enlargement within the Special District involving ground-level construction is required to provide an easement on the zoning lot for subway-related use and public access to the subway station if the Metropolitan Transportation Authority ("**MTA**") and the CPC determine the easement is necessary.³ Prior to filing any applications with the DOB for an excavation permit or building permit for a new development in the Special District, the owner must file an application with the MTA and the CPC requesting a certification as to whether the transit easement is required.⁴ The Developer filed an application seeking the certification on February 27, 2015 (No. N 150291 ZCM). As evidenced in the Certification Letter, the MTA and the CPC jointly certified that a transit easement is not required on the Combined Zoning Lot in connection with the development of the New Building.

As discussed in the Architect's Certificate, the MTA/New York City Transit ("**NYCT**") determined, in a letter dated July 6, 2015 (the "No Impact Letter"), that the New Building – related construction depicted on drawings numbered S-001, S-003, FO-100, FO-200 and SOE-101, each dated May 11, 2015 (the "Preliminary Drawings"), would have "no impact" on NYCT facilities. The No Impact Letter states that NYCT review is required for any revisions to the proposed construction. In a letter, dated December 9, 2015 (the "GMS Letter"), the structural engineer for the project, Gilsanz Murray Steficek LLP ("**GMS**"), stated that after the No Impact Letter was received, GMS documented revisions in footing design, pile arrangements, and details for the New Building, all within the same building plan footprint, and none of which have an effect on the adjacent NYCT facilities. The GMS Letter states that this is because all foundations and grade beams for the New Building remain outside the influence zone where there would be a concern about the foundation's possible effect on the NYCT facilities, as shown on Drawing S-003 attached to the GMS Letter.

² ZR Sec. 77-02.

³ ZR Sec. 95-03.

⁴ ZR Sec. 95-04.

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Zoning Lot Merger

In order for the merger of two or more zoning lots to be effective, a title company must certify as to the identity of all parties-in-interest (e.g., fee owners, mortgagees, ground tenants) in the constituent parcels and all parties-in-interest who are identified must execute (or waive their right to execute) a declaration of zoning lot restrictions.⁵ In addition, the fee owners typically execute, and the other parties-in-interest subordinate their interest to, a zoning lot development and easement agreement, pursuant to which the available floor area (or development rights) are allocated among the parcels.

The Exhibit II prepared by Commonwealth identified four parties-in-interest in the parcels comprising the Combined Zoning Lot: Lot 49 Owner, Developer, G4 and IB. Lot 49 Owner and Developer each executed the Declaration, which declares Lot 49 and the Property to be a single zoning lot. Lot 49 Owner and Developer also executed the ZLDEA, pursuant to which 10,000 square feet (“sf”) of excess development rights from Lot 49 are allocated to the Property and 15,670 sf of development rights are retained for Lot 49. According to the Architect’s Certification by Montroy Anderson DeMarco attached as Exhibit “D” to the ZLDEA, the 15,670 sf of development rights allocated to Lot 49 are comprised of 15,051 sf of development rights utilized by the existing 6-story building on Lot 49 (the “**Lot 49 Building**”) plus an additional 619 sf of reserved unutilized development rights.⁶ The ZLDEA also creates a light and air easement over Lot 49 beginning at a horizontal limiting plane located at 96.3 feet above Manhattan Datum which, according to the ZLDEA, is 2 feet above the height of the highest existing structure, mechanical equipment and other such installations that existed on the roof of the Lot 49 Building on March 10, 2015. In the Waivers, G4 and IB each waive their respective rights to execute the Declaration and consent to and subordinate their respective interests to the ZLDEA.

Zoning Controls

-- Use

The Zoning Resolution classifies uses that have similar functional characteristics and/or nuisance impacts into one or more of 18 “Use Groups” and limits uses depending on the underlying zoning district. In the R10A Portion of the Property, only residential uses (Use Groups 1-2) and community facility uses (Use Groups 3 – 4) are permitted.⁷ In the C2-5 Portion of the Property and on Lot 49, residential and community facility uses are permitted as well as commercial retail and service uses (Use Groups 5 – 9) and certain commercial waterfront/recreation uses (Use Group 14).⁸ According to the Architect’s Certificate, the New Building will contain only Use Group 2 residential uses.

⁵ See definition of “zoning lot” in ZR Sec. 12-10.

⁶ See discussion in Footnote 19 below.

⁷ ZR Sec. 22-10 et seq.

⁸ ZR Sec. 32-10 et seq.

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-- Floor Area

In the R10A and the R10A/C2-5 districts, the maximum base residential floor area ratio (“FAR”) is 10.0, which means that for each square foot of lot area 10 square feet (“sf”) of residential floor area is permitted.⁹ The maximum base FAR is also 10.0 for community facility uses.¹⁰ In the R10A/C2-5 district, up to 2.0 FAR may be used for commercial uses.¹¹ The base residential FAR may be increased by up to an additional 2.0 FAR by providing affordable housing in compliance with the Inclusionary Housing Program set forth in Section 23-90 of the Zoning Resolution; however the Borrower does not anticipate utilizing bonus floor area.

The Zoning Resolution defines “floor area” as the sum of the gross area of the floors of a building (measured from the exterior faces of exterior walls) less certain permitted deductions, including cellar space; elevator and stair bulkheads; accessory off-street parking located not more than 23 feet above curb level; bicycle parking; floor space used for mechanical equipment; portions of floor space in stairwells that are greater than 125 feet in height and at least 44 inches wide in new residential buildings; and portions of exterior walls meeting specified energy efficiency requirements.¹² Additional deductions from floor area are permitted for buildings constructed pursuant to the Quality Housing Program, which is required in the R10A and R10A/C2-5 districts¹³, for required recreation space (if it is provided indoors)¹⁴, refuse rooms¹⁵, laundry facilities¹⁶, 50 percent of floor space in daylighted corridors¹⁷ and 50 percent of the floor space in corridors where, for developments in R10A districts, 8 or fewer dwelling units per story are served by each vertical circulation core.¹⁸

According to the Architect’s Certificate, the floor area calculations set forth in the Zoning Drawings provide for 2,548.5 sf of mechanical deductions, 615.3 sf of stair deductions, 1,405.0 sf for corridor density deductions, 138.4 sf of daylight corridor deductions, 240 sf of trash room deductions, 394.3 sf of recreational space deductions, 1,161.2 sf of external wall deductions, 2,400 sf of parking deductions, 201.2 sf of bicycle parking deductions and 172.3 sf of bulkhead deductions, resulting in 60,155.0 sf of floor area. According to the Architect’s Certificate, in the event that any of the aforementioned deductions are not accepted by the Department of Buildings, the design for the New Building will be revised, to the extent necessary, so that the total aggregate floor area in the Lot 49 Building and the New Building does not exceed the total floor area permitted on the Combined Zoning Lot.

⁹ ZR Sec. 23-145 & 35-31.

¹⁰ ZR Sec. 24-11, 33-121 & 35-31.

¹¹ ZR Sec. 33-121 & 35-31.

¹² ZR Sec. 12-10.

¹³ ZR Sec. 23-011 & 35-011(a).

¹⁴ ZR Sec. 28-31.

¹⁵ ZR Sec. 28-23.

¹⁶ ZR Sec. 28-24.

¹⁷ ZR Sec. 28-25.

¹⁸ ZR Sec. 28-41.

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According to the Architect's Certificate, the lot area of the Combined Zoning Lot is 7,606.5 sf, which generates a maximum base floor area of 76,065.0 sf, and the combined lot area of Lot 49 and the C2-5 Portion of the Property is 5088.5 sf, which generates a maximum commercial base floor area of 10,177 sf. According to the Architect's Certificate, the Lot 49 Building contains 15,732.4 sf of floor area (2,185 sf of commercial floor area and 13,547.4 sf of residential floor area)¹⁹ and the New Building will contain 60,155.0 sf of residential floor area, for a total floor area of 75,887.4 sf, which is 177.6 square feet less than the maximum base floor area permitted on the Property.

In R10A and R10A/C2-5 districts, the base residential FAR may be increased by up to an additional 2.0 FAR by providing affordable housing in compliance with the Inclusionary Housing Program set forth in Section 23-90 of the Zoning Resolution. According to the Architect's Certificate, no inclusionary housing bonus is being sought for the New Building.²⁰

-- Lot Coverage

In R10A and R10A/C2-5 districts, the maximum lot coverage permitted for a new residential development on an interior lot, such as the Property, is 70%, and the maximum lot coverage permitted for a corner lot, such as Lot 49, is 100%.²¹ According to the Architect's Certificate, the lot area of the interior lot portion of the Combined Zoning Lot (i.e., the Property) is 5,035.5 sf, which generates a maximum permitted lot coverage of 3,524.85 sf, while the proposed lot coverage of the New Building will be 3,486 sf.

-- Height and Setback

For zoning lots within 100 feet of a wide street, such as East 96th Street, the minimum base height in R10A and R10A/C2-5 districts is 125 feet, the maximum base height is 150 feet (at which point a setback of 10 feet from the street line is required) and the maximum building height is 210 feet.²² Above the maximum base height of 150 feet, a 10-foot setback from the rear yard line must also be provided.²³ According to the Architect's Certificate, the street wall of the New Building will be located at the street line of East 96th Street and will extend to a height of 148 feet, at which point, the street wall will set back 10 feet before reaching a

¹⁹ The amount of floor area attributed to the Lot 49 Building in the Architect's Certificate (15,732.4 sf) is based on the Survey (Drawing A-001.00) included in the Zoning Drawings and exceeds the amount of development rights allocated to the Lot 49 Building in the ZLDEA (15,670 sf) by 62.4 sf. The Borrower has advised us that it will forgo using the 62.4 sf of development rights in the New Building so as to avoid creating a non-compliance with respect to floor area on the Combined Zoning Lot.

²⁰ Under the proposed MIH Amendment, the inclusionary housing bonus described above would remain available to the Property.

²¹ ZR Sec. 23-145. Under the proposed ZQA Amendment, the maximum lot coverage permitted for Quality Housing buildings would remain at 70% for interior lots and 100% for corner lots.

²² ZR Sec. 23-633(b) & (c). Under the ZQA Text Amendment, the maximum base height would be increased to 155 feet and, for buildings with a ground floor that 13 feet above the level of the adjoining sidewalk, the maximum building height would be increased to 215 feet (21 stories).

²³ ZR Sec. 23-663(b). Under the ZQA Amendment, the rear yard setback requirement would be eliminated.

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maximum height of 210 feet (21 stories). A 10-foot setback from the rear yard line will also be provided at a height of 148 feet.

In R10A districts, dormers are allowed as a permitted obstruction within the initial 10-foot front setback distance, provided that the aggregate width of all dormers at the maximum base height may not exceed 60 percent of the width of the street wall of the highest story entirely below the maximum base height.²⁴ For each foot above the maximum base height, the aggregate width of all dormers is decreased by one percent of the street wall of the highest story entirely below the maximum base height. According to the Architect's Certificate, the length of the street wall of the 15th floor of the New Building will be 50 feet, which allows a dormer with a maximum width of 30 feet (50 linear feet x 60%). The proposed dormer exceeds the maximum base height by 29 feet, which reduces the maximum permitted width of the dormer by an additional 14.5 feet, to 15.5 feet. The proposed dormer depicted on the Zoning Drawings is 14.75 feet wide.

Elevator and stair bulkheads, water tanks and accessory mechanical equipment on the roof (collectively, "**Bulkhead Equipment**") are permitted to exceed the maximum building height of 210 feet, subject to a number of limitations with respect to volume, location, height, screening, etc. set forth in the Zoning Resolution.²⁵ Bulkhead Equipment generally must be set back at least 10 feet from the street wall; however, elevator and stair bulkheads may be located within such 10-foot setback provided that the aggregate surface area of the wall of such bulkheads facing the street (i.e., height multiplied by width) does not exceed an area equal to four (4) times the aggregate width of the building facing the street. All Bulkhead Equipment must be screened on all sides. The Bulkhead Equipment must be contained within a volume that complies with one of the following tests: (1) the aggregate areas of the walls of the Bulkhead Equipment (i.e., width multiplied by average height) facing the street may not exceed an area equal to eight (8) times the aggregate width of the street wall of the building or (2) the lot coverage of all such Bulkhead Equipment may not exceed 20 percent of the lot coverage of the building and may not exceed a height of 40 feet. Under the first test, the maximum permitted bulkhead obstruction is 400 sf (i.e., eight times the aggregate street wall width of 50 feet). According to the Architect's Certificate, the total bulkhead obstruction of the Proposed Building is 373 sf.

-- Yards

In R10A and R10A/C2-5 districts, no front or side yards are required; however if an open area extending along a side lot line is provided, it must have a width of at least eight feet.²⁶ For interior lots, a 30-foot rear yard is required for residential use.²⁷ No rear yard is required for portions of zoning lots within 100 feet of a corner.²⁸ Enclosed residential accessory parking,

²⁴ ZR Sec. 23-621(c). Under the ZQA Amendment, dormers would continue to be permitted obstructions.

²⁵ ZR Sec. 23-62. Under the ZQA Amendment, Bulkhead Equipment would continue to be permitted obstructions.

²⁶ ZR Sec. 23-45, 23-462(c), 35-51 & 35-52.

²⁷ ZR Sec. 23-47 & 35-53.

²⁸ ZR Sec. 23-541.

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up to a height of 14 feet, is a permitted obstruction in a rear yard.²⁹ According to the Architect's Certificate, a rear yard having a depth of 30.04 feet will be provided on the Property and accessory off-street parking, having a height of less than 14 feet, will be provided in the rear yard.

-- Courts and Minimum Distance between Buildings

ZR Section 23-80 establishes the minimum distance required between different walls of the same building, or abutting buildings on the same zoning lot.³⁰ For outer courts, which include open areas surrounded by building walls except for one opening on a front lot line³¹, the width of the outer court, measured parallel to the front lot line, must be at least 1-1/3 the length of its depth, measured perpendicular to the front lot line, where the width of the outer court is less than 30 feet.³²

At any level at which two portions of a single building, or abutting buildings on a single zoning lot, are not connected to one another, the provisions set forth in ZR Section 23-70 apply.³³ Under these provisions, a minimum required distance between the portion of a building containing dwelling units and any other building on the same zoning lot, which minimum distance varies depending on the height of the buildings and the presence of legally required windows in facing building walls.³⁴ For buildings with an average height in excess of 50 feet, the minimum required distance varies between 40 and 60 feet.³⁵

According to the Property Survey, there is an open area above the first story of the Lot 49 Building at the northeast corner of Lot 49 (directly adjacent to the Property), with a width of 13.32 feet and a depth of 10.8 feet, which is less than the 1 to 1-1/3 ratio required for narrow outer courts under ZR Section 23-80. The Architect, however, obtained the Outer Court Zoning Determination (attached as Exhibit L) confirming that the west-facing wall of the New Building may be located on the former side lot line between the Property and Lot 49 and to rise to a height above the Lot 49 Building without regard to distance between buildings and minimum spacing requirements of ZR Section 23-70 and 23-80, in accordance with the DOB's long-standing practice to allow such location of a new building wall directly on a former side lot line in connection with a new zoning lot merger, provided that west-facing legally required windows may only be located at a height above the existing Lot 49 Building.

²⁹ ZR Sec. 23-44(b)(5)(ii).

³⁰ ZR Sec. 23-83.

³¹ ZR Sec. 12-10.

³² ZR Sec. 23-84.1. The ZQA Amendment would reduce the requirement for outer courts where the width is less than 30 feet. Under the ZQA Amendment the width of such an outer court would only have to equal its depth.

³³ ZR Sec. 23-82.

³⁴ ZR Sec. 23-711

³⁵ The ZQA Amendment would reduce the minimum required distance to 40 feet, regardless of the window to wall condition.

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-- Parking

Special rules governing accessory off-street parking apply within the Manhattan Core, which includes the Property and Lot 49.³⁶ Under these rules, no accessory off-street parking is required to be provided for residential or commercial uses.³⁷ In Community Board 8, accessory off-street parking spaces are permitted to be provided for not more than 35 percent of the total number of new dwelling units contained in the New Building (up to a maximum of 200 spaces), which works out to 17 permitted spaces based on the 48 dwelling units proposed.³⁸ According to the Architect's Certificate, the New Building will contain eight (8) accessory parking spaces that will be provided in the rear of the ground floor of the New Building.

Except for entrances and exits, parking spaces that are located above curb level must be screened by residential, commercial or community facility floor area to a depth of 30 feet from the street line.³⁹ According to the Architect's Certificate, the accessory off-street parking spaces will be screened by a minimum of 30 feet of residential floor area. Curb cuts are not permitted on wide streets, except by authorization of the City Planning Commission.⁴⁰ The Architect, however, obtained the Curb Cut Zoning Determination (attached as Exhibit N) confirming that, consistent with prior DOB practice, a portion of an existing 39.5 foot long curb cut along East 96th Street, which provided access to the existing 3-story parking garage on the Property, may be retained for use for accessing the accessory off-street parking to be provided in the New Building.

Additionally, one bicycle parking space is required to be provided for every two new dwelling units, which works out to 24 spaces based on the 48 dwelling units proposed for the New Building.⁴¹ According to the Architect's Certificate, the New Building contains 24 bicycle parking spaces on the ground floor.

Opinion

In rendering our opinion, we have assumed that (a) all of the Opinion Documents that have been executed and recorded have been duly executed by persons having the authority to execute them and each has been duly recorded; (b) the Combined Zoning Lot is validly constituted as a single zoning lot; (b) the Combined Zoning Lot has a lot area of 7,606.5 sf, as set forth in the Architect's Certificate; (c) the floor area calculations for the Combined Zoning Lot as set forth in the Architect's Certificate are valid and correct; and (d) the New Building will be developed in accordance with the Architect's Certificate and the Zoning Drawings and in compliance with the Zoning Resolution. We have not conducted an independent

³⁶ ZR Sec. 12-10 & 13-00 *et seq.*

³⁷ ZR Sec. 13-10.

³⁸ ZR Sec. 13-11(b). The ZQA Amendment would not modify the amount of permitted or required accessory parking for the New Building as contemplated in the Zoning Drawings.

³⁹ ZR Sec. 13-221.

⁴⁰ ZR Sec. 13-241.

⁴¹ ZR Sec. 25-811.

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investigation as to the accuracy of our assumptions. Nor have we conducted an independent investigation of the truth or accuracy of any of the factual information set forth in the Opinion Documents; however, nothing has come to our attention that would lead us to question the truth, accuracy or completeness of the Opinion Documents or of the assumptions upon which we have relied, except as specifically noted herein.

Based on the foregoing, it is our opinion that:

1. The Zoning Resolution permits residential (Use Group 2) use on the Property.
2. The Combined Zoning Lot has a basic maximum floor area of 76,065 square feet (that is, 7,606.5 x 10.0 FAR), all of which may be residential and 10,177 square feet may be commercial (5,088.5 x 2.0 FAR).
3. After subtracting the square footage of the existing Lot 49 Building to remain on the Combined Zoning Lot (that is, 15,732.4 square feet as set forth in the Architect's Certificate), the total available square footage for the Property is 60,317.6 square feet.

This opinion is not a guarantee and does not address (a) compliance with the New York City Building Code, the New York State Multiple Dwelling Law or any other law, rule or regulation or the provisions of any undertaking, agreement or instrument, or any provisions of the Zoning Resolution other than those discussed above or (b) the extent to which the New Building complies with the specific bulk regulations (other than floor area) of the Zoning Resolution. We do not render any opinions except as set forth in the numbered paragraphs above.

This opinion reflects the interpretation of the Zoning Resolution and the administrative constructions of the Zoning Resolution and, to the extent applicable, the Opinion Documents as of the date hereof, and we undertake no obligation to update, modify or supplement this opinion to address either any amendment to or administrative construction of the Zoning Resolution or the Opinion Documents which is under consideration by any public body as of the date hereof or any change after the date hereof in any provision of the Zoning Resolution or any administrative or judicial construction thereof. In rendering this opinion, we have not considered, and hereby disclaim any opinion as to, the application or impact of any laws, cases, decisions, rules, or regulations of any other jurisdiction, court or administrative agency.

This opinion is given solely for the benefit of Lenders and Lenders' respective successors and/or assigns and it may not be relied upon by any other person, firm or entity or in any other connection. This opinion is not to be quoted or otherwise referred to in any financial statement or any other documents, nor filed with or furnished to any governmental agency (other than governmental regulatory agencies having jurisdiction over Lenders to the extent disclosure of the opinion is required by applicable law or regulation) or other person, without

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our prior written consent (except that each Lender may provide copies of this opinion for informational purposes only (i) to prospective assignees of such Lender, (ii) to the attorneys and auditors of such Lender and such Lender's aforesaid successor and assigns, and (iii) pursuant to judicial process or government order or requirement.

Sincerely yours,


GREENBERG TRAURIG LLP

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FORM OF PURCHASE AGREEMENT**VITRE CONDOMINIUM****302 East 96th Street****New York, NY 10128**

THIS PURCHASE AGREEMENT, (hereinafter called this "Agreement"), made as of the _____ day of _____, 20__, between Sponsor, Purchaser and Escrow Agent, as defined below.

Residential Unit No.: _____
Common Interest: _____%

Parking Unit No.: _____
Common Interest: _____%

Sponsor: WWML96, LLC
894 6th Avenue, 4th fl.
New York, NY 10001

Sponsor's Attorney Mikhail Litt, Esq.
TSYNGAUZ & ASSOCIATES, P.C.
894 6th Avenue, 3rd fl.
New York, NY 10001
ph. (212) 337-9770; fax (212) 337-9773; e-mail mlitt@nytlaw.com

Purchaser: _____

Soc. Sec. No. _____

Manner in which title to be taken: _____

Purchaser's Attorney _____

Brokers: _____

For good and valuable consideration, receipt of which is hereby acknowledged, Sponsor, Purchaser and Escrow Agent agree as follows:

1. THE PLAN

Sponsor has promulgated a condominium offering plan, (as amended to date hereinafter called the "Plan"), for Vitre Condominium, having an address at 302 East 96th Street, New York, NY 10128, (hereinafter called the "Building"), pursuant to which the Building and the land upon which the Building is situated, (hereinafter called the "Land"), (the Building and the Land are collectively hereinafter called the "Property"), will be submitted pursuant to the provisions of Article 9-B of the Real Property Law of the State of New York, (hereinafter called the "Condominium Act").

Purchaser acknowledges having received and read a copy of the Plan and all amendments thereto, if any, filed prior to the date hereof with the Department of Law of the State of New York, including, without limitation the plans and specifications for the Unit and the Building, the Schedules, the Declaration, By-Laws and Rules and Regulations contained therein, at least three (3) business days prior to Purchaser's signing of this Agreement.

The Plan, including, the plans and specifications for the Unit and the Building, the Schedules, the Declaration, By-Laws and Rules and Regulations contained therein as well as all amendments to the Plan duly filed by Sponsor are incorporated herein by reference and made a part hereof with the same force and effect as if set forth at length.

2. UNIT

Upon and subject to the terms and conditions set forth herein, Sponsor agrees to sell and convey, and Purchaser agrees to purchase, the Unit as designated above, together with its undivided interest in the Common Elements appurtenant to the Unit, (the Unit and its undivided interest are collectively hereinafter called the "Unit").

3. PURCHASER'S RIGHT TO RESCIND THIS AGREEMENT

If (i) the actual date of closing of title to the first Unit, or (ii) the projected date of closing of title to the first Unit occurs later than twelve (12) months after the projected date for the first closing, Sponsor will offer Purchaser a right of rescission until the midnight of the fifteenth day following receipt of Sponsor's offer to rescind. If the Plan is amended to provide for a later projected date for the first closing, and the first closing occurs more than twelve (12) months beyond that amended, later date, Sponsor will also offer Purchaser a right of rescission until the midnight of the fifteenth day following receipt of Sponsor's offer to rescind. Purchaser must either personally deliver a written notice of rescission to Sponsor or Selling Agent prior to the midnight of said fifteenth day or mail the notice of rescission by certified or registered mail, return receipt requested, to Sponsor or Selling Agent so that mailing is post-marked by post-office prior to the midnight of said fifteenth day.

In the event however, Sponsor cannot convey title to the Unit on or before twelve (12) months from the date of the first Residential Unit closing, Sponsor will offer Purchaser a right of rescission until the midnight of the fifteenth day following receipt of Sponsor's offer to rescind. Purchaser must either personally deliver a written notice of rescission to Sponsor or Selling Agent prior to the midnight of said fifteenth day or mail the notice of rescission by certified or registered mail, return receipt requested, to Sponsor or Selling Agent so that mailing is post-marked by post-office prior to the midnight of said fifteenth day.

If the actual or projected date of the commencement of the first year condominium operations is delayed by more than six (6) months from the budget year projected in the Plan, Sponsor will amend the Plan to include a revised budget disclosing amended projections. If such amended projections exceed the original projections by 25% or more, Sponsor will offer Purchaser a right of rescission until the midnight of the fifteenth day following receipt of Sponsor's offer to rescind. Purchaser must either personally deliver a written notice of rescission to Sponsor or Selling Agent prior to the midnight of said fifteenth day or mail the notice of rescission by certified or registered mail, return receipt requested, to Sponsor or Selling Agent so that mailing is post-marked by post-office prior to the midnight of said fifteenth day.

If there is a material amendment to the Plan that adversely affects Purchaser, Sponsor will offer Purchaser a right of rescission until the midnight of the fifteenth day following service of the amendment. Purchaser must either personally deliver a written notice of rescission to Sponsor or Selling Agent prior to the midnight of said fifteenth day or mail the notice of rescission by certified or registered mail, return receipt requested, to Sponsor or Selling Agent so that mailing is post-marked by post-office prior to the midnight of said fifteenth day.

If this Agreement is rescinded by Purchaser pursuant to this Section 3, 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, except that the Deposit, the Advance and all other monies paid on account of the Purchase Price shall be refunded to Purchaser within ten (10) days after receipt of written notice of rescission.

4. PURCHASE PRICE

4.1 Purchaser shall pay to Sponsor the sum of _____ Dollars (\$_____), (hereinafter called the "Purchase Price"), payable as follows:

- (a) _____ Dollars (\$) as a downpayment under this Agreement, (hereinafter called the "Deposit"), upon Purchaser's signing and delivering this Agreement, by a check subject to collection;
- (b) _____ Dollars (\$) as an advance for upgrades, extras, special or custom work in the Unit ordered by Purchaser, (hereinafter called the "Advance"), upon Purchaser's signing and delivering this Agreement, by a check, subject to collection, if any;
- (c) _____ Dollars (\$) (hereinafter called the "Balance of the Purchase Price"), at the Closing hereinafter defined, by a certified or bank check.

4.2 All checks shall represent United States currency, be drawn on or issued by a United States Bank or trust company which is a member of the New York Clearing House Association and shall be unendorsed. The Deposit and the Advance, if any, shall be made payable to the direct order of "TSYNGAUZ & ASSOCIATES, P.C., as Escrow Agent". The Balance of the Purchase Price shall be made payable to the direct order of "WWML96, LLC" (or such other party as Sponsor directs to Purchaser, in writing, at least one (1) business day prior to the Closing).

5. DEPOSIT TO BE HELD IN ESCROW ACCOUNT

5.1 The law firm of TSYNGAUZ & ASSOCIATES, P.C., having an address at 894 6th Avenue, 3rd fl., New York, NY 10001 and telephone number (212) 337-9770, shall serve as escrow agent, (hereinafter called "Escrow Agent"), for Sponsor and Purchaser.

5.2 Escrow Agent has established the escrow account at Capital One, N.A., having an address at 6521 18th Avenue, Brooklyn, NY 11204, a bank authorized to do business in the State of New York. The escrow account is entitled "TSYNGAUZ & ASSOCIATES, P.C., IOLA", and the escrow account number is [REDACTED] (hereinafter called the "Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of \$250,000.00 per deposit. Any deposit in excess of \$250,000.00 will not be insured.

5.3 The Escrow Account is a non-interest bearing account established pursuant to Section 497(4)(a) of the Judiciary Law of the State of New York. 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.

5.4 Escrow Agent has designated Yevgeny Tsyngauz and Mikhail Litt to serve as signatories. All designated signatories are admitted to practice law in the State of New York. Neither Escrow Agent nor any authorized signatories on the account are Sponsor, Selling Agent, Managing Agent (as those terms defined in the Plan), or any principal thereof, or has any beneficial interest in any of the foregoing.

5.5 Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of this Agreement or otherwise concerning the maintenance or release of the Deposit and the Advance, if any, from the Escrow Account.

5.6 All Deposits and Advances, if any, received from Purchaser shall be in the form of a check and shall be made payable directly to the order of "TSYNGAUZ & ASSOCIATES, P.C., as Escrow Agent". Any check payable to, or endorsed other than as required hereby, and which cannot be deposited in the Escrow Account shall be returned to Purchaser promptly, but in no event more than five (5) business days following receipt of such check by the Escrow Agent. In the event of such return of the Deposit and/or the Advance, if any, the check shall be deemed not to have been delivered to Escrow Agent pursuant to the terms of this Agreement.

5.7 Within five (5) business days after this Agreement has been tendered to Escrow Agent along with the Deposit and the Advance, if any, Escrow Agent shall sign this Agreement and place the Deposit and the Advance, if any, into the Escrow Account. Within ten (10) business days of the placing the Deposit and the Advance, if any, in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the deposit. The Advance, if any, shall be initially deposited into the Escrow Account, and released in accordance with the terms of this Agreement.

5.8 Escrow Agent is obligated to send notice to Purchasers once the Deposit and Advance, if any, are placed in the Escrow Account. If Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit and the Advance, if any, Purchaser may cancel this Agreement within ninety (90) days after tender of this Agreement and the Deposit and the Advance, if any, to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the Department of Law of the State of New York Real Estate Finance Bureau, 120 Broadway, 23rd Floor, New York, NY 10271, (hereinafter called the "Department of Law"). Rescission shall not be afforded where proof satisfactory to the Department of Law is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the Department of Law's regulations concerning deposits and requisite notice was timely mailed to Purchaser.

5.9 All Deposits, but not the Advance received in connection with this Agreement, are and shall continue to be Purchaser's money, and may not be commingled with any other money or pledged or hypothecated by Sponsor, as per Section 352-h of the General Business Law of the State of New York.

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

5.11 Escrow Agent shall release the Deposit if so directed:

- (a) pursuant to terms and conditions set forth in this Agreement upon the Closing; 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 Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (c) above, and Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If 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) 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 New York County and shall give written notice to both parties of such deposit.

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

- (a) if Purchaser timely rescinds in accordance with an offer of rescission contained in the Plan or an amendment to the Plan; or
- (b) 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. Escrow Agent shall make available to the Department of Law, upon request, all books and records of the Escrow Agent relating to the funds deposited and disbursed hereunder.

5.12 Any provision of this Agreement or separate agreement, whether oral or in writing, by which Purchaser purports to waive or indemnify any obligation of Escrow Agent holding any Deposit in trust is absolutely void. The provisions of applicable regulations of the Department of Law and Sections 352-e(2-b) and 352-h of the General Business Law of the State of New York concerning escrow trust funds shall prevail over any conflicting or inconsistent provisions in this Agreement, Plan, or any amendment thereto.

5.13 Escrow Agent shall maintain the Escrow Account under its direct supervision and control.

5.14 A fiduciary relationship shall exist between Escrow Agent and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to Sections 352(e)(2-b) and 352(h) of the General Business Law of the State of New York.

5.15 Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Agreement and which is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof.

5.16 Sponsor agrees that it shall not interfere with Escrow Agent's performance of its fiduciary duties and statutory obligations as set forth in Sections 352-(e)(2-b) and 352-(h) of the General Business Law of the State of New York and applicable regulations of the Department of Law.

5.17 Prior to release of the Deposit, Escrow Agent's fees and disbursements shall neither be paid by Sponsor from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

5.18 Sponsor agrees to defend, indemnify and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with this Agreement or the performance or non-performance of Escrow Agent's duties under this Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the obligations set forth in this Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself.

5.19 Escrow Agent shall maintain all records concerning the Escrow Account for seven (7) years after release of the Deposit.

5.20 Upon dissolution of the law firm which was Escrow Agent, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of the partners or members of the firm or by the successor firm and shall notify the Department of Law of such transfer.

5.21 Sponsor agrees that Sponsor and its agents, including Selling Agent, shall deliver the Deposit and the Advance, if any, received by them to Escrow Agent within two (2) business days of tender of the Deposit and the Advance, if any, by Purchaser.

5.22 Sponsor shall have the right to cancel designation of Escrow Agent to act in said capacity by written notice given by Sponsor to Escrow Agent. The cancellation shall take effect only upon the filing of an amendment to the Plan with the Department of Law providing for a successor escrow agent that meets the requirements set forth in applicable regulations of the Department of Law. Purchaser shall be deemed to have consent to such cancellation.

5.23 Escrow Agent shall have the right to resign. The resignation of Escrow Agent shall not take effect until Escrow Agent is replaced by a successor escrow agent that meets the requirements set forth in applicable regulations of the Department of Law, and notice is given to Purchaser of the identity of the successor escrow agent, the bank in the State of New York where the Deposit is being held, and the account number therefor.

5.24 Upon termination of the duties of Escrow Agent as described in paragraph 5.22 or 5.23 above, Escrow Agent shall deliver the Deposit held by Escrow Agent and any other documents maintained by Escrow Agent relating to the Deposit to the successor escrow agent.

6. CLOSING DATE AND PLACE

6.1 The Closing shall be held at the offices of Sponsor's attorney, as defined above, or such other place in the City and State of New York as Sponsor may designate and:

Strike Inapplicable:

- () on such date and hour as Sponsor may designate on not less than thirty (30) days' prior written notice, (hereinafter called the "Initial Closing Notice").
- () on , at

If Sponsor consents to close at any other location as an accommodation to Purchaser, Purchaser shall pay to Sponsor's attorney at the Closing an extra fee as set forth in the Plan. After the Initial Closing Notice, Sponsor may, from time to time, adjourn and reschedule the date and hour for the Closing on not less than five (5) business days' notice to Purchaser, which new closing notice shall fix a new date, hour and place for the Closing and which date shall not be earlier than the date set forth in the Initial Closing Notice.

Only the Initial Closing Notice shall require thirty (30) day prior written notice. Notwithstanding anything to the contrary, if a firm closing date is set forth in this Agreement, and such date is within thirty (30) days of the execution of this Agreement, Purchaser shall be deemed to have waived thirty (30) day notice requirement. These notice provisions may be modified or waived by an agreement signed by Sponsor and Purchaser.

6.2 The term "Closing" shall mean the date on which the deed to the Unit is delivered to Purchaser upon payment of the Balance of the Purchase Price.

7. CLOSING DOCUMENTS

7.1 At the Closing, Sponsor shall deliver to Purchaser the following:

- (a) bargain and sale deed with covenants against grantor's acts substantially in the form set forth in Part II of the Plan conveying to Purchaser title to the Unit free and clear of all liens, encumbrances and title exceptions other than Permitted Exceptions set forth in Exhibit A to this Agreement. The deed shall be executed and acknowledged by Sponsor and Purchaser in proper statutory form for recording;
- (b) a statement by the Condominium or its managing agent that the common charges and any assessments then due and payable the Condominium have paid to the date of the Closing;
- (c) New York City Real Property Transfer Tax Return (NYC-RPT), prepared, executed and acknowledged by Sponsor in proper statutory form for submission;
- (d) Combined Real Property Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from Payment of Estimated Personal Income Tax (TP-584), prepared and executed by Sponsor in proper statutory form for submission;
- (e) Real Property Transfer Report (RP-5217NYC), prepared and executed by Sponsor in proper statutory form for submission;

- (f) affidavit that a single station smoke detecting alarm device is installed pursuant to Section 378(5) of the Executive Law of the State of New York, prepared, executed and acknowledged by Sponsor in proper statutory form for submission;
- (g) certification that Sponsor is not a foreign person in compliance with Section 1445 of the Internal Revenue Code as amended, or any successor provision or regulation promulgated thereunder, prepared, executed and acknowledged by Sponsor;
- (h) such affidavits and/or evidence as the title company, (hereinafter called the "Title Company") from which Purchaser has ordered a title insurance report and which is authorized to do business in the State of New York shall reasonably require in order to omit from its title insurance policy all exceptions for judgments, bankruptcies or other returns against Sponsor and persons or entities whose names are similar to Sponsor's name;
- (i) all keys to the doors of, and mailbox for, the Unit;
- (j) the assignment by Sponsor to Purchaser of the right to proceed under any existing assignable warranties actually received by Sponsor, its agents, affiliates, employees or contractors, covering appliances, equipment or fixtures installed in the Unit. Neither Sponsor nor its principals, managers, members, agents, designees or affiliates make any representation as to which, if any, of the warranties will continue to remain in force upon the Closing. If any warrantor is unable to perform under its warranty due to inability, unwillingness or any other reason, neither Sponsor nor its principals, managers, members, agents, designees or affiliates shall under any circumstances be considered a successor warrantor. Neither Sponsor nor its principals, managers, members, agents, designees or affiliates shall have any obligations or responsibilities with respect to such warranties, or the work or item warranted, even if the warrantor goes out of business, declares bankruptcy or simply fails to fulfill the conditions of the warranty. Recourse is only to the warrantor and not to Sponsor, its principals, managers, members, agents, designees or affiliates.

7.2 At the Closing, Purchaser shall deliver to Sponsor the following:

- (a) power of attorney in the form set forth in Part II of the Plan. The power of attorney shall be executed and acknowledged by Purchaser in proper statutory form for recording;
- (b) New York City Real Property Transfer Tax Return (NYC-RPT), executed and acknowledged by Purchaser in proper statutory form for submission;
- (c) Combined Real Property Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from Payment of Estimated Personal Income Tax (TP-584), executed by Purchaser in proper statutory form for submission;
- (d) Real Property Transfer Report (RP-5217NYC), executed by Purchaser in proper statutory form for submission;

- (e) affidavit that a single station smoke detecting alarm device is installed pursuant to Section 378(5) of Executive Law of the State of New York, executed and acknowledged by Purchaser in proper statutory form for submission;
- (f) Affidavit in Lieu of Registration pursuant to the Multiple Dwelling Law of the State of New York, each in proper form for submission, executed and acknowledged by Purchaser in proper statutory form for submission;
- (g) such affidavits and/or evidence as the Title Company shall reasonably require;
- (h) checks in payment of the Balance of the Purchase Price;
- (i) checks in payment of all closing adjustments and closing costs required to be paid by Purchaser as set forth in the Plan or in this Agreement, including, without limitation, checks in payment of all applicable New York City and New York State real property transfer taxes.

7.3 The executed deed, power of attorney and all transfer tax forms shall be delivered to the Title Company for recording in the Office of the City Register, which recording shall be at Purchaser's expense. After being recorded the deed shall be returned to Purchaser and the power of attorney shall be returned to the Condominium.

7.4 Purchaser's payment of the Balance of the Purchase Price and acceptance of the deed to the Unit shall constitute Purchaser's recognition that Sponsor has satisfactorily performed those obligations stated in the Plan and this Agreement to be performed by Sponsor prior to the 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 Purchaser's rights under Article 23-A of the General Business Law of the State of New York, the Plan, and applicable regulations of the Department of Law.

8. STATUS OF TITLE

8.1 At the Closing, Sponsor shall convey to Purchaser, and Purchaser shall accept such fee title to the Unit as the Title Company will approve and insure without additional premium to Purchaser, provided that the only liens and encumbrances affecting title shall be those set forth in the deed and Schedule A, annexed hereto and made a part hereof and those expressly agreed to by Purchaser. Any lien and encumbrance or condition which is not set forth in the deed or Schedule A shall not be an objection to title if:

- (a) the instrument required to remove it of record is delivered at or prior the Closing to the Title Company, together with the attendant recording or filing fee, if any, or
- (b) the Title Company is or would be willing, in a policy issued by it to Purchaser, to insure Purchaser that it will not be collected out of the Unit if it is a lien, or will not be enforced against the Unit if it is not a lien.

Sponsor shall not be obligated to cause the Title Company to omit any exceptions if the Title Company is willing to insure, without additional premium, Purchaser's title with such exceptions.

8.2 Sponsor shall be entitled to adjourn the Closing to remove or correct any defect in title which is not set forth in the deed or Schedule A. However, if such defect existed at least ten (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 ten (10) days prior to the Closing, then, for purposes of Section 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 being at the request of Purchaser.

8.3 If, subsequent to the Closing, Purchaser claims that Sponsor did not convey title to the Unit in accordance with the Plan, Purchaser must first seek recovery against the Title Company before proceeding against Sponsor. Sponsor and Purchaser agree that Sponsor's liability will be limited to any loss or damage not covered by the Title Company. If Purchaser did not obtain the title insurance at the Closing, for purposes of this subparagraph, the amount and coverage which Purchaser could have obtained from the Title Company shall be deducted from the loss or damage collectable against Sponsor. Nothing contained in this subparagraph shall be construed to waive any of Purchaser's rights or abrogate any of Sponsor's obligations under the Plan or Article 23-A of the General Business Law of the State of New York.

Notwithstanding anything to the contrary, if either the Construction Lender or the Mezzanine Lender becomes Sponsor's successor in connection with the Unit by means of foreclosure or deed in lieu of foreclosure, they will not assume any of the obligations of Sponsor set forth in this Section 8.3.

9. CLOSING ADJUSTMENTS

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

- (a) real estate taxes and assessments, if any, on the basis of the period for which assessed;
- (b) common charges and assessments for the month in which the Closing occurs; and
- (c) if Purchaser is allowed to occupy the Unit prior to the Closing, accrued occupancy fees and any other charges pursuant to a pre-closing possession agreement, if any, covering the Unit.

9.2 In the event that the Units have not been separately assessed for real estate tax purposes prior to the closing of title to the first unit, Sponsor shall place in escrow in the name of the Board of Managers an amount equal to the real estate taxes attributable to the Unsold Units, which will be levied against them for the six (6) month period following the first closing, or until the Units are separately assessed, whichever is sooner, and will collect at each Unit closing the estimated amount of taxes attributable to such Unit for the balance of the six (6) month period.

The Board of Managers shall pay the real estate taxes from the escrow account when taxes are due and payable, and Sponsor shall be entitled to reimbursement from Unit Owners to the extent of the actual assessment. If the Unit has not been separately assessed for real estate taxes as of the Closing for the then current tax period, the adjustment will be based upon the assessment for the Property and the percentage interest in the Common Elements appurtenant to the Unit. Installments for tax assessments due after delivery of the deed, if any, shall be paid by Purchaser and shall not be considered a defect in title.

9.3 Purchaser agrees that, if Sponsor obtains a refund for real property taxes paid, or there is a deficiency in the taxes, Purchaser and Sponsor will apportion the refund/deficiency (as well as the costs and/or fees for obtaining the refund or credit) based on the percentage of time for which the refund or credit is obtained during which each party hereto owned the Unit. The provisions of this Section 9.3 shall survive the Closing.

9.4 Provided Sponsor is ready, willing and able to close title in accordance with this Agreement, if Purchaser fails for any reason to close title to the Unit on the originally scheduled Closing:

- (a) the Closing apportionments described in Section 9.1 of this Agreement will be made as of the midnight of the day preceding the originally scheduled Closing, regardless of when the actual Closing occurs, and
- (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under this Agreement and the Plan, an amount equal to 0.03% of the Purchase Price for each day starting from and including the originally scheduled Closing to and including the day before the actual Closing.

If, through no fault of Purchaser, Sponsor postpones the originally scheduled Closing, these provisions shall apply to the rescheduled Closing if Purchaser fails for any reason to close title to the Unit on the rescheduled Closing.

9.5 Adjustments and apportionments shall be calculated on the basis of the actual number of days in the period for which payments were made or are due, as the case may be.

9.6 Any errors or omissions calculating apportionments at the Closing shall be corrected, and any payment shall be made to the proper party promptly after discovery. This provision shall survive the Closing.

10. MORTGAGE TAX CREDIT

In the event a mortgage recording tax credit becomes available pursuant to Section 339-ee(2) of the Real Property Law of the State of New York, it is specifically understood that such credit shall inure to the benefit of Sponsor. Accordingly, at the Closing, Purchaser obtaining a financing secured by the Unit will pay the full amount (but not in excess thereof) of the mortgage recording tax chargeable on the entire amount.

11. CLOSING COSTS

In addition to those costs and adjustments described in Sections 9 and 10 herein, Purchaser shall be required to pay the other closing costs which are Purchaser's responsibility as more particularly described in "Unit Closing Costs and Adjustments" Section of the Plan. All such closing costs shall be paid by Purchaser at the Closing, by Purchaser's unendorsed personal certified check or by official bank check, in either event drawn on or issued by a United States Bank or trust company which is a member of the New York Clearing House Association. No personal check shall exceed \$500.00.

12. AGREEMENT NOT A LIEN OR ENCUMBRANCE

No lien or encumbrance shall arise against the Building or the Unit as a result of this Agreement or any monies deposited hereunder. In furtherance and not in limitation of the provisions of the preceding sentence, Purchaser agrees that the provisions of this Agreement are and shall be subject and subordinate to the lien of any mortgage heretofore or hereafter made, including, but not limited to, any construction or building loan mortgage, and any advances heretofore or hereafter made thereon and any payments or expenses made or incurred or which hereafter may be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent thereof, without the execution of any further legal documents by Purchaser. This subordination shall apply in all cases, regardless of the timing of, or cause for, the making of advances of money or the incurring of expenses.

At the time of conveyance of the Unit, each mortgagee will either:

- (a) consent to the formation of the Condominium and acknowledge that its lien will be limited to the Unsold Units;
- (b) subordinate the lien of its mortgage to the Declaration of the Condominium; or
- (c) release its lien on the Unit being conveyed and its interest in the Common Elements.

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 mortgages are subordinated to the Declaration.

13. DEFAULT BY PURCHASER

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

- (a) Purchaser's failure to pay the Balance of the Purchase Price, or any closing adjustment or closing costs required to be paid by Purchaser as set forth in

- the Plan or in this Agreement, or the dishonor of any check given by Purchaser to Sponsor; or
- (b) Purchaser's failure to pay, perform or observe any of Purchaser's other obligations under this Agreement or the Plan; or
 - (c) if Purchaser is permitted to become the tenant or occupant of the Unit, Purchaser's failure to pay occupancy fees or to otherwise comply with some other terms of pre-closing possession agreement; or
 - (d) Purchaser's assignment of any of Purchaser's property for the benefit of creditors, or Purchaser's filing a voluntary petition in bankruptcy; or
 - (e) 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
 - (f) if a judgment or tax lien is filed against Purchaser, and Purchaser does not pay or bond the judgment or lien; or
 - (g) Purchaser's assignment or transfer of this Agreement without the prior written consent of Sponsor; or
 - (h) Purchaser's listing the Unit for resale or rental with any broker or advertising or otherwise offering, promoting or publicizing the availability of the Unit for sale or rental without Sponsor's prior written consent; or
 - (i) Purchaser's refusal to execute and deliver the power of attorney to Sponsor; or
 - (j) an Event of Default by Purchaser beyond any applicable grace period under a Purchase Agreement between Purchaser and Sponsor for another Unit in the Building.

13.2 TIME IS OF THE ESSENCE with respect to Purchaser's obligations to pay the Balance of the Purchase Price and to pay, perform or comply with Purchaser's other obligations under this Agreement. Upon the occurrence of an Event of Default, Sponsor, in its sole discretion, may elect by notice to Purchaser to cancel this Agreement. If Sponsor elects to cancel, Purchaser shall have thirty (30) days from the giving of the written notice of cancellation to cure the specified default.

If the default is not cured within said thirty (30) days, **TIME BEING OF THE ESSENCE**, then this Agreement will be deemed cancelled, and Sponsor will have the right to retain the Deposit and actual costs incurred by Sponsor for any upgrades, extras, special or custom work in the Unit ordered by Purchaser, as and for liquidated damages. Upon the cancellation of this Agreement, 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, and the Unit may be sold to another as though this Agreement had never been made, and without any obligation to account to Purchaser for any of the proceeds of such sale.

Sponsor shall not seek the remedy of specific performance in connection with this Agreement.

13.3 Except in connection with the exercise of the Purchaser's right to specific performance, Purchaser hereby waives any right or privilege to place a lis pendens upon the Unit and, accordingly, notwithstanding anything contained herein to the contrary, Purchaser shall be liable for all damages, including, without limitation, treble damages, relating to the Purchaser's failure to comply with the terms of this Section 13.3. This Section 13.3 shall survive the termination of this Agreement.

14. 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. 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, the Advance and all other monies paid on account of the Purchase Price shall be returned to Purchaser within five (5) days of the acceptance of the abandonment amendment. 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.

15. 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, 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 unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Agreement and the Plan, this Agreement shall be deemed cancelled and the Deposit, the Advance and all other monies paid on account of the Purchase Price shall be returned to Purchaser within five (5) days of Sponsor's notification to Purchaser that it cannot convey title. 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. FIXTURES, APPLIANCES AND PERSONAL PROPERTY

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

17. CONSTRUCTION OF THE BUILDING AND THE UNIT

17.1 The construction of the Building and the Unit, including the materials, equipment and fixtures to be installed therein, shall be substantially in accordance with the Plan and the plans and specifications, subject to the right of Sponsor to amend the Plan and the plans and specification in order to substitute materials, equipment or fixtures of equal or better quality,

provided that the approval of any governmental authorities having jurisdiction is first obtained (if required). The issuance of a final certificate of occupancy for the Building shall be deemed presumptive evidence that the Building and the Unit have been fully completed in accordance with the Plan and the plans and specifications. However, nothing herein contained shall excuse Sponsor from its obligation to correct any defects in construction in accordance with the conditions set forth in "Rights and Obligations of Sponsor" Section of the Plan.

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

17.3 The Closing shall occur only after, or concurrently with, compliance with the prerequisites set forth under "Terms of Sale" Section of the Plan. As a result, if all such prerequisites are met, Purchaser shall be obligated to close and complete payment of the entire Balance of the Purchase Price, without credit or set-off and without provision for escrow, notwithstanding any construction items noted on Purchaser's Inspection Statement (as hereinafter defined) remaining for Sponsor to complete and/or correct in accordance with its obligation under the Plan, and notwithstanding the incomplete construction and/or decoration of any other portions of the Building or the Unit.

17.4 The actual date for the first closing is not guaranteed or warranted, and may be earlier or later depending on the progress of construction and compliance with the other prerequisites recited in "Terms of Sale" Section of the Plan. Purchaser acknowledges that construction of the Building may be delayed by acts of God, inclement weather conditions, restrictions imposed by any governmental agency, labor strikes, material shortages, late delivery of material or equipment, unavailability of trades, and other events beyond Sponsor's reasonable control. Purchaser further acknowledges that the Units in the Building will be completed at varying times over a period that could extend well beyond the first closing. The order in which these Units will be completed is in the discretion of Sponsor. Purchaser acknowledges that except as otherwise provided in the Plan, Purchaser shall not be excused from paying the entire Balance of the Purchase Price, without credit or set-off and without provision for escrow, and shall have no claim against Sponsor for damages or losses, in the event that the first closing occurs substantially later than the projected date or the time to complete or to close title to the Unit is delayed or is postponed by Sponsor.

18. INSPECTION OF THE UNIT

18.1 Upon receipt of the Initial Closing Notice, Purchaser shall arrange an appointment with a representative of Sponsor to inspect the Unit within seven (7) days prior to the Closing. Purchaser or Purchaser's duly authorized agent shall attend such inspection and shall complete, date and sign the Inspection Statement in the form set forth as Schedule B to this Agreement and deliver same to Sponsor's representative at the conclusion of the inspection. Failure of Purchaser either to arrange such appointment or to inspect the Unit within seven (7) days prior to the

Closing or to so sign and deliver the completed Inspection Statement shall not excuse Purchaser from paying the Balance of the Purchase Price when due and shall constitute Purchaser's full acceptance of the Unit as is. However, nothing herein shall relieve Sponsor of its obligations as set forth in "Rights and Obligations of Sponsor" Section of the Plan.

18.2 Any work set forth on the Inspection Statement may be completed by Sponsor in a reasonable period of time following the Closing and shall not be grounds for delaying the Closing. Purchaser will be required to provide Sponsor with reasonable access to the Unit subsequent to the Closing in order to complete punch-list work. Sponsor has no obligation under the Plan to deposit any monies in escrow at the Closing as a result of any punch-list items.

19. DAMAGE TO THE UNIT

If between the date of this Agreement and the Closing the Unit is damaged by fire or other casualty, the following shall apply:

19.1 Risk of loss from fire or other casualty remains with Sponsor until legal title to the Unit has been conveyed to Purchaser, unless Purchaser, with the prior written consent of Sponsor, takes possession of the Unit before the closing pursuant to the Pre-Closing Possession Agreement. In such a case, Purchaser will assume risk of loss not covered by insurance.

Sponsor shall have no obligation or liability to repair or restore the Unit. If Sponsor elects to repair or restore the Unit (which election shall be in its sole discretion and made within sixty (60) days of the damage to 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 Board of Managers of the Condominium and other Unit Owners if the Declaration has theretofore been recorded, belong entirely to Sponsor and, if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor. The provisions of the preceding sentence shall survive the Closing.

19.2 In the event Sponsor notifies Purchaser that it does not elect to repair or restore the Unit (which election shall be made within sixty (60) days of the damage to the Unit), or, if the Declaration has been recorded prior thereto and the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, this Agreement shall be deemed cancelled and the Deposit, the Advance and all other monies paid on account of the Purchase Price shall be returned to Purchaser within thirty (30) business days of Sponsor's notification to Purchaser that it does not elect to repair or restore the Unit or Unit Owners' notification that they do not intend to repair or restore the Unit pursuant to the By-Laws, whichever is sooner. 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, except that if Purchaser is then in default hereunder (beyond any applicable grace period), Sponsor shall retain the Deposit and actual costs incurred by Sponsor for any upgrades, extras, special or custom work in the Unit ordered by Purchaser, 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 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 proportionate real estate taxes on the Unit, 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 Purchaser's own judgment and investigation in deciding to enter into this Agreement and purchase the Unit. No person has been authorized to make any representations on behalf of Sponsor except as herein or in the Plan specifically set forth. No oral representations or statements shall be considered a part of this Agreement. Sponsor makes no representation or warranty as to the work, materials, appliances, equipment or fixtures in the Unit, the Common Elements or any other part of the Property other than as set forth herein or in the Plan.

Except as otherwise set forth in the Plan, Purchaser agrees:

- (a) to purchase the Unit, without offset or any claim against, or liability of, Sponsor, whether or not any layout or dimension of the Unit or any part thereof, or of the Common Elements, as shown on the Floor Plans is accurate or correct, and
- (b) that Purchaser shall not be relieved of any Purchaser's obligations hereunder by reason of any immaterial or insubstantial inaccuracy or error.

The provisions of this Section 20 shall survive the Closing.

21. PROHIBITION AGAINST ADVERTISING

Prior to the Closing and within one (1) year thereafter, Purchaser agrees not to list the Unit for resale or rental with any broker or to advertise or otherwise offer, promote or publicize the availability of the Unit for sale or lease, without Sponsor's prior written consent, which consent may be unreasonably withheld or delayed. Any listing of the Unit or form of advertising, promotion or publicizing of the Unit by Purchaser prior to the Closing shall be a default by Purchaser, entitling Sponsor to the default remedies set forth in this Agreement.

22. BROKER

Purchaser represents to Sponsor that Purchaser has not dealt with any broker in connection with this transaction other than the broker, if any, named in this Agreement, whose commissions shall be paid by Sponsor. Purchaser shall pay the commission of any broker with whom Purchaser may have dealt, other than the Broker. Purchaser agrees that, should any claim be made against Sponsor for commissions by any broker, other than the Broker, on account of any acts of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold Sponsor

free and harmless from and against any and all liabilities and expenses in connection therewith, including reasonable legal fees. The provisions of this Section 22 shall survive the Closing.

23. AGREEMENT MAY NOT BE ASSIGNED

Purchaser does not have the right to assign this Agreement without the prior written consent of Sponsor, which consent may be withheld for any reason or for no reason. Any purported assignment by Purchaser in violation of this Agreement will be voidable at the option of Sponsor and be deemed a default of Purchaser. Sponsor's refusal to consent to an assignment will not entitle Purchaser to cancel this Agreement or give rise to any claim for damages against Sponsor.

24. 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 Sponsor until a fully executed counterpart hereof has been sent out to Purchaser or Purchaser's attorney.

Within thirty (30) days after delivery by Purchaser of an executed copy of this Agreement, together with the Deposit and the Advance, if any, Sponsor shall either:

- (a) accept this Agreement and cause to be returned to Purchaser the fully executed counterpart thereof, or
- (b) reject this Agreement offer and refund the Deposit and the Advance, if any, tendered.

If Sponsor takes no action within said thirty (30) day period, this Agreement shall be deemed null and void. Upon refund of the Deposit and the Advance, if any, to Purchaser, 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.

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.

Notwithstanding anything to the contrary, this Agreement may not be rejected due to Purchaser's sex, race, creed, color, national origin, ancestry, disability, marital status, or other grounds proscribed by law.

25. NOTICES

25.1 Any notice, election, demand, request, letter, consent or other communication to Purchaser, 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 or via facsimile with a confirmation letter, to Purchaser's attorney at the address given at the beginning of this Agreement.

Any notice, election, demand, request, letter, consent or other communication to Sponsor, 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 or via facsimile with a confirmation letter, to Sponsor's attorney at the address given at the beginning of this Agreement.

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) business 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.

25.2 Any notice given by the other party's attorney shall be deemed to be notice from such party itself. Any notice given to the other party's attorney shall be deemed to be notice to such other party.

25.3 The parties hereunder authorize their attorneys to modify this Agreement on behalf of the parties and such modification shall be have the same force and effect as if given by the parties.

25.4 Any notice, election, demand, request, letter, consent or other communication to Sponsor, hereunder or under the Plan, or to Escrow Agent or from Escrow Agent hereunder shall also be given, by registered or certified mail return receipt requested or by Federal Express or other reputable overnight courier, with receipt confirmed, to:

Pacific Western Bank
5404 Wisconsin Avenue, 2nd fl.
Chevy Chase, MD 20815

Terra Secured Income Fund 5, LLC
805 Third Avenue
New York, NY 10022

26. JOINT PURCHASERS

The term "Purchaser" shall be read as "Purchasers" if more than one person are Purchasers, in which case their obligations shall be joint and several.

27. LIABILITY OF SPONSOR

Sponsor shall be excused from performing any obligation or undertaking provided for in this Agreement for so long as such performance is prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, sabotage, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor. Sponsor's time to perform such obligations or undertaking shall be tolled for the length of the period during which such performance was excused.

28. 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.

29. AGREEMENT CONTINGENT UPON FINANCING

(a) The obligation of Purchaser to purchase under this Agreement is conditioned upon issuance, on or before forty five (45) days after a fully executed copy of this Agreement is given to Purchaser or Purchaser's attorney in the manner set forth in Section 25 or 29(j), (hereinafter called the "Commitment Date"), of a written commitment from Citizens Bank, N.A. having an address at 125 Park Avenue, 18th fl., New York NY 10017 [Attn.: Rolan Shnyder, (212) 857-6686], (hereinafter called the "Preferred Lender"), pursuant to which the Preferred Lender agrees to make a first mortgage loan, other than a VA, FHA or other governmentally insured loan, to Purchaser, at Purchaser's sole cost and expense, in the amount of \$_____ for a term of at least thirty (30) years (or such lesser sum or shorter term as Purchaser shall be willing to accept) at the prevailing fixed or adjustable rate of interest and on other customary commitment terms, (hereinafter called the "Commitment"). To the extent a Commitment is conditioned on Preferred Lender's approval of an appraisal, the sale of Purchaser's current home, payment of any outstanding debt, no material adverse change in Purchaser's financial condition or any other customary conditions, Purchaser accepts the risk that such conditions may not be met. Purchaser's obligations hereunder are conditioned only on issuance of a Commitment. Once a Commitment is issued, Purchaser is bound under this Agreement even if the Commitment lapses or expires prior to the Closing, except as mentioned in Section 29(c), the Preferred Lender fails or refuses to fund the loan or revokes the Commitment for any reason, including, but not limited to, a change in Purchaser's financial

condition or employment, or Purchaser's inability or refusal to pay all required costs, fees and expenses to extend the Commitment up to the Closing.

PURCHASER UNDERSTANDS THAT PURCHASER IS FREE TO SEEK FINANCING DIRECTLY FROM OTHER LENDERS, EITHER SOLELY OR PARALLEL WITH THE APPLICATION TO THE PREFERRED LENDER, BUT THE CONTINGENCY CONTAINED IN THIS SECTION 29 SHALL ONLY APPLY IF AN APPLICATION ON THE ABOVE-SPECIFIED TERMS IS MADE IN GOOD FAITH TO THE PREFERRED LENDER AND IS DILIGENTLY PURSUED. THEREFORE, REFUSAL BY ANY LENDER TO MAKE A COMMITMENT TO PURCHASER WILL NOT ENTITLE PURCHASER TO CANCEL THIS AGREEMENT OR RECEIVE A REFUND OF THE DEPOSIT.

(b) Purchaser shall (i) make prompt application to the Preferred Lender, for such mortgage loan within five (5) days after the fully executed copy of this Agreement is given to Purchaser or Purchaser's attorney in the manner set forth in Section 25 or 29(j), (ii) furnish to the Preferred Lender accurate and complete information regarding Purchaser and members of Purchaser's family, as required, (iii) pay all fees, points and charges required in connection with such application and loan, (iv) pursue such application with diligence, and (v) cooperate in good faith with the Preferred Lender. Purchaser shall accept a Commitment meeting the terms set forth in Section 29(a) and shall comply with all requirements of such Commitment (or any other commitment accepted by Purchaser). **IF PURCHASER FAILS TO COMPLY WITH THESE OBLIGATIONS AND REQUIREMENTS, PURCHASER SHALL BE DEEMED TO HAVE WAIVED PURCHASER'S RIGHT TO CANCEL THIS AGREEMENT AND TO RECEIVE A REFUND OF THE DEPOSIT BY REASON OF THE CONTINGENCY CONTAINED IN THIS SECTION 29.** Purchaser shall furnish Sponsor with a copy of the Commitment promptly after receipt thereof.

(c) If a Commitment was issued but it lapsed or expired prior to the Closing, Purchaser shall pay all required costs, fees and expenses to extend the Commitment up to the Closing. In no event whatsoever shall Sponsor be liable for any costs, fees or expenses relating to the extension of the Commitment, even if the lapse or expiration of the Commitment resulted from a delay in the Closing caused by Sponsor.

If a Commitment was issued but it lapsed or expired prior to the Closing, Purchaser shall make a good faith effort to extend the Commitment and pay all required costs, fees and expenses to extend the Commitment up to the Closing. In no event whatsoever will Sponsor be liable for any costs, fees or expenses relating to the extension of the Commitment, even if the lapse or expiration of the Commitment resulted from a delay in the closing caused by Sponsor. If a Commitment was issued but its terms changed prior to the closing, Purchaser shall nevertheless be required to purchase a Unit.

Notwithstanding anything to the contrary stated anywhere in this Agreement, if a Commitment was issued but it lapsed or expired prior to the Closing, and Purchaser has made a good faith effort to extend the Commitment, but the Preferred Lender nevertheless refused or failed to extend the Commitment, Purchaser will have a right of rescission until the midnight of

the fifteenth day following notice from the Preferred Lender of its failure or refusal to extend the Commitment. Purchaser must either personally deliver a written notice of rescission to Sponsor or Selling Agent prior to the midnight of said fifteenth day or mail the notice of rescission by certified or registered mail, return receipt requested, to Sponsor or Selling Agent so that mailing is post-marked by post-office prior to the midnight of said fifteenth day. If Purchaser fails to give timely notice of cancellation, then Purchaser will be deemed to have waived Purchaser's right to cancel the Purchase Agreement and to receive a refund of the Deposit by reason of the contingency.

Notwithstanding anything to the contrary stated anywhere in this Agreement, if Purchaser acts in good faith and the Preferred Lender revokes a Commitment after the Commitment Date, Purchaser will have a right of rescission until the midnight of the fifteenth day following notice from the Preferred Lender of its revocation of the Commitment. Purchaser must either personally deliver a written notice of rescission to Sponsor or Selling Agent prior to the midnight of said fifteenth day or mail the notice of rescission by certified or registered mail, return receipt requested, to Sponsor or Selling Agent so that mailing is post-marked by post-office prior to the midnight of said fifteenth day. If Purchaser fails to give timely notice of cancellation, then Purchaser will be deemed to have waived Purchaser's right to cancel the Purchase Agreement and to receive a refund of the deposit by reason of the contingency.

(d) If the Preferred Lender denies such application in writing prior to the Commitment Date, Purchaser will have a right of rescission until the midnight of the tenth day following the Commitment Date, provided that Purchaser has complied with all his obligations under this Section 29. Purchaser must either personally deliver a written notice of rescission to Sponsor or Selling Agent prior to the midnight of said tenth day or mail the notice of rescission by certified or registered mail, return receipt requested, to Sponsor or Selling Agent so that mailing is post-marked by post-office prior to the midnight of said tenth day.

(e) If no Commitment is issued by the Preferred Lender on or before the Commitment Date, then, unless Purchaser has accepted a written commitment from the Preferred Lender that does not conform to the terms set forth in Section 29(a), Purchaser will have a right of rescission until the midnight of the tenth day following the Commitment Date, provided that Purchaser has complied with all his obligations under this Section 29. Purchaser must either personally deliver a written notice of rescission to Sponsor or Selling Agent prior to the midnight of said tenth day or mail the notice of rescission by certified or registered mail, return receipt requested, to Sponsor or Selling Agent so that mailing is post-marked by post-office prior to the midnight of said tenth day.

(f) If this Agreement is canceled by Purchaser pursuant to Sections 29(c), (d) or (e), 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, except that the Deposit shall be promptly refunded to Purchaser and except as set forth in Section 22.

(g) If Purchaser fails to give timely notice of cancellation pursuant to Sections 29(c), (d) or (e) or if Purchaser accepts a written commitment from the Preferred Lender that does not

conform to the terms set forth in Section 29(a), then Purchaser shall be deemed to have waived Purchaser's right to cancel this Agreement and to receive a refund of the Deposit by reason of the contingency contained in this Section 29.

(h) If Sponsor has not received a copy of a Commitment from the Preferred Lender accepted by Purchaser by the Commitment Date, Sponsor may cancel this Agreement by giving notice to Purchaser within five (5) business days after the Commitment Date, which cancellation shall become effective unless Purchaser delivers a copy of such Commitment to Sponsor within five (5) business days after the Commitment Date. After such cancellation, neither party shall have any further rights against, or obligations or liabilities to, the other by reason of this Agreement, except that the Deposit shall be promptly refunded to Purchaser (provided Purchaser has complied with all of his obligations under this Section 29) and except as set forth in Section 22.

(i) The attorneys for the parties are hereby authorized to give and receive on behalf of their clients all notices and deliveries under this Section 29.

(j) For purposes of Sections 29(a) and (b), Purchaser shall be deemed to have been given a fully executed copy of this Agreement, when personal delivery or delivery by overnight courier is effected, or in the case of ordinary or regular mailing, three (3) business days after the date of mailing.

30. 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 Sponsor's rights or Purchaser's obligations hereunder.

31. SEVERABILITY

If any provision of this Agreement or the Plan is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Agreement or the Plan and the applicability of such provision to other persons or circumstances 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.

32. STRICT COMPLIANCE

Any failure by either party to insist upon the strict performance by the other of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and each party, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other party of any and all of the provisions of this Agreement to be performed by such party.

33. GOVERNING LAW

The provisions of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed wholly in the State of New York, without regard to principles of conflicts of law.

34. WAIVER OF JURY

Except as prohibited by law, the parties shall, and they hereby do, expressly waive trial by jury in any litigation arising out of, or connected with, or relating to, this Agreement or the relationship created hereby or in the Plan. With respect to any matter for which a jury trial cannot be waived, the parties agree not to 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.

35. 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.

In the event of any inconsistency or conflict between the provisions of this Agreement and the Plan, the provisions of the Plan will govern and be binding.

36. CERTAIN REFERENCES

A reference in this Agreement to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires. The terms "herein," "hereof" or "hereunder" or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used, unless the context otherwise requires. Unless otherwise stated, all references herein to Articles, Sections, subsections or other provisions are references to Articles, Sections, subsections or other provisions of this Agreement.

37. CAPTIONS

The captions in this Agreement are for convenience of reference only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

38. SUCCESSORS AND ASSIGNS

The provisions of this Agreement shall be binding on Sponsor, Escrow Agent and their respective successors and assigns, and upon Purchaser and Purchaser's permitted successors and assigns.

39. NO ORAL CHANGES

This Agreement cannot be changed or terminated orally. Any changes or additional provisions must be set forth in a rider attached hereto or in a separate written agreement signed by the parties hereto or by an amendment to the Plan.

40. PERFORMANCE

Where this Agreement by its terms requires the payment of money or the performance of a condition on a Saturday, Sunday or public holiday, such payment may be made or condition performed on the next business day succeeding such Saturday, Sunday or such public holiday, with the same force and effect as if made or performed in accordance with the terms of this Agreement.

41. COUNTERPARTS

This Agreement may be executed in any number of counterparts. Each such counterpart shall for all purposes be deemed an original. All such counterparts shall together constitute but one and the same Agreement. A PDF, facsimile or electronic signature shall be deemed an original.

42. DEFINITIONS

“Construction Lender” means Pacific Western Bank and its agents, successors and/or assigns.

“Construction Loan” means, collectively, that building mortgage loan in the maximum principal amount of up to \$21,695,000.00, that project mortgage loan in the maximum principal amount of \$3,430,000.00, and that senior mortgage loan in the maximum principal amount of \$18,000,000.00 given by Construction Lender to Sponsor dated as of December 18, 2015.

“Mezzanine Borrower” means WWML96MEZZ, LLC.

“Mezzanine Lender” means Terra Secured Income Fund 5, LLC and its agents, successors and/or assigns.

“Mezzanine Loan” means that certain loan in the amount of up to \$17,050,000.00 given by Mezzanine Lender to Mezzanine Borrower dated as of December 18, 2015.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first above written.

Purchaser(s):

Sponsor
WWML96, LLC

By:

Escrow Agent
TSYNGAUZ & ASSOCIATES, P.C.

By: Yevgeny Tsyngauz/Mikhail Litt

Exhibit A - Permitted Exceptions

(a) Zoning laws and regulations and landmark, historic or wetlands designations which are not violated by the Unit and which are not violated by the Common Elements to the extent that access to or use of the Unit would be materially and adversely affected.

(b) Consents for the erection of any structure or structures on, under or above any street or streets on which the Building may abut.

(c) The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations set forth in the Declaration, By-Laws and rules and regulations of the Condominium, the Power of Attorney to the Board of Managers of the Condominium and the Floor Plans of the Condominium, all as may be amended from time to time.

(d) Rights of utility companies to lay, maintain, install and repair pipes, lines, poles, conduits, cable boxes and related equipment on, over and under the Building and Common Elements, provided that none of such rights imposes any monetary obligation on the owner of the Unit or materially interferes with the use of or access to the Unit.

(e) Encroachments of stoops, areas, cellar steps, trim, cornices, lintels, window sills, awnings, canopies, ledges, fences, hedges, copings and retaining walls projecting from the Building over any street or highway or over any adjoining property and encroachments of similar elements projecting from adjoining property over the Common Elements.

(f) Any state of facts which an accurate survey or personal inspection of the Building, Common Elements or Unit would disclose, provided that such facts do not render title unmarketable.

(g) The lien of any unpaid common charge, real estate tax, water charge, sewer rent or vault charge, provided the same are paid or apportioned at the Closing.

(h) The lien of any unpaid assessments to the extent of installments thereof payable after the closing.

(i) Liens, encumbrances and title conditions affecting the Common Elements, which do not materially and adversely affect the rights of the Unit Owner to use and enjoy the Common Elements.

(j) Notes or notices of violations of law or governmental orders, ordinances or requirements affecting the Building or the Common Elements (other than the Unit), which the other Unit Owner or the Board of Managers of the Condominium are obligated to correct.

(k) Standard exceptions contained in the form of fee title insurance policy then issued by the title insurance company insuring the Owner's title to the Unit.

(l) Party Wall Agreement as recorded in Liber 3519 Cp 125.

(m) Zoning Lot Certificate as recorded in CRFN 2014000337550.

(n) Declaration of Zoning Lot Restrictions as recorded in CRFN 2015000098425.

(o) Zoning Lot Development and Easement Agreement as recorded in CRFN 2015000098426.

- (p) Waiver of Declaration of Zoning Lot Restrictions as recorded in CRFN 2015000098428.
- (q) Light and Air Easement Agreement as recorded in CRFN 2015000098429.
- (r) Zoning Lot Description as recorded in CRFN 2015000310286.

Exhibit B – Inspection Statement

Date: _____

WWML96, LLC
894 6th Avenue, 4th fl.
New York, NY 10001

Re: Residential Unit No. _____, (hereinafter called the "Unit") in
Vitre Condominium
302 East 96th Street, New York, NY 10128

Ladies and Gentlemen:

1. On the date hereof, the undersigned, _____, Purchasers of the Unit, (hereinafter collectively called "Purchaser"), inspected the Unit and have found the Unit to be in good condition, except as otherwise noted below:

[illegible]

2. Purchaser acknowledges that to prevent pilferage, certain items such as medicine cabinet doors, shower heads, toilet seats, kitchen cabinets, vanity knobs, plumbing fixtures, electrical trims and mechanical chimes will be installed just prior to the date Purchaser moves into the Unit. Purchaser agrees to sign-off each item requiring adjustment, or repairs, if any, as they are completed.

3. In the event Purchaser performs work in the Unit of any kind affecting any of the areas or items listed above after the closing, Sponsor will be relieved of any and all obligations related to the items listed herein.

Purchaser

Purchaser

From:

WWML96, LLC
c/o Wonder Works Construction Corp.
894 6th Avenue, 4th Floor
New York, New York 10001

WWML96MEZZ, LLC
c/o WWML96, LLC
c/o Wonder Works Construction Corp.
894 6th Avenue, 4th Floor
New York, New York 10001

To: ESCROW AGENT

Ladies/Gentlemen,

WWML96, LLC, a New York limited liability company ("**Mortgage Borrower**") is the owner of certain property located at 302 East 96th Street, New York, New York (the "**Property**"). Mortgage Borrower is also the sponsor under that certain proposed Condominium Offering Plan for Vitre Condominium (the "**Offering Plan**"). TSYNGAUZ & ASSOCIATES, P.C. (the "**Escrow Agent**") has been designated to act as Escrow Agent under the Offering Plan in connection with the sale of condominium units and parking spaces.

The undersigned hereby gives the Escrow Agent notice that, pursuant to that certain Mezzanine Loan Agreement dated as of December 18, 2015, between WWML96MEZZ, LLC, a Delaware limited liability company, as borrower (the "**Borrower**") and TERRA PROPERTY TRUST, INC., a Maryland corporation, successor in interest to TERRA SECURED INCOME FUND 5, LLC, as lender (the "**Lender**"), as amended by that certain First Amendment to Mezzanine Loan Agreement entered into as of January 29, 2016 (the "**Loan Agreement**"), Lender has made a mezzanine loan to Borrower (the "**Loan**"), which Loan is secured by, among other things, that certain Pledge and Security Agreement dated as of December 18, 2015, whereby Borrower pledged and granted a security interest in 100% of the membership interests in Mortgage Borrower in favor of Lender. Capitalized terms used herein and not defined have the meanings set forth in the Loan Agreement. Capitalized terms used herein and not defined in the Loan Agreement shall have the meaning ascribed to such terms in the Amended and Restated Limited Liability Company Agreement of WWML96, LLC, dated December 18, 2015, entered into by and between Borrower and Terra East 96, LLC ("**Preferred Member**"). The Borrower has delivered to Escrow Agent a true, correct and complete copy of the Loan Agreement and the Escrow Agent acknowledges receipt.

The Borrower hereby gives the Escrow Agent notice that, pursuant to the Building Loan Agreement, Project Loan Agreement and Senior Loan Agreement (collectively, the "**Senior Loan Agreement**"), dated as of December 18, 2015, between Mortgage Borrower, as borrower, and PACIFIC WESTER BANK, as lender ("**Senior Lender**"), Senior Lender has made a

building, project and senior loan to Mortgage Borrower (collectively, the “**Senior Loan**”) which Senior Loan is secured by, among other things, the Senior Mortgage, Building Mortgage and Project Mortgage.

By signing this Acknowledgement and Consent Letter (this “**Letter Agreement**”), the Escrow Agent acknowledges and consents to the terms of this Letter Agreement and irrevocably agrees that, except as otherwise set forth herein and to the extent not prohibited by the Qualifying Contract or any Governing Authority (as defined below), it shall at all times hold and apply the Assigned Payments (as hereinafter defined) in accordance with this Letter Agreement and that certain letter agreement of even date herewith made by Mortgage Borrower and acknowledged and agreed to by Senior Lender and Escrow Agent (the “**Senior Loan Letter Agreement**”), and in furtherance thereof, hereby consents and agrees as follows:

(i) The Escrow Agent shall comply with the terms and conditions set forth herein and irrevocably agrees that, except as otherwise set forth in this Letter Agreement, all times from and after: (1) the Senior Loan Satisfaction Date; and (2) the Escrow Agent's receipt of written notice from Lender of such repayment of the Senior Loan or of other proof of repayment of the Senior Loan provided by Lender to the Escrow Agent (the date on which both of (1) and (2) are satisfied being referred to here as, the “**Repayment Date**”) all of the Mortgage Borrower's right, title and interest in and to any Qualifying Contract and/or Parking Space Purchase Agreement, and any sums payable to Mortgage Borrower under any such Qualifying Contract, including, without limitation, the Condominium Deposits (each an “**Assigned Payment**”, and collectively, the “**Assigned Payments**”) shall be under the exclusive dominion and control of the Lender; provided, however, prior to the Repayment Date, exclusive dominion and control of the Assigned Payments shall be with the Senior Lender in accordance with the terms of the Senior Loan Letter Agreement, and the Escrow Agent shall comply with the terms of the Senior Loan Letter Agreement in connection therewith. Without limiting the foregoing, no modification, amendment or waiver of any provision of the Senior Loan Letter Agreement, and no termination of the Senior Loan Letter Agreement, shall be effective without the Lender's prior written consent.

(ii) The Escrow Agent hereby irrevocably acknowledges and agrees that from and after the Repayment Date, in the event that the Mortgage Borrower is entitled to all or any portion of the Assigned Payments for any reason or cause whatsoever, to the extent not prohibited by the Qualifying Contract, the Offering Plan, the Condominium Act, the rules and regulations of the New York State Department of Law governing the marketing and sales of the Units, and/or all other applicable laws of the State of New York (collectively, “**Governing Authority**”), each of Borrower and Mortgage Borrower hereby direct the Escrow Agent to, and the Escrow Agent shall, in each instance, in lieu of remitting any of the Assigned Payments to the Mortgage Borrower or the Senior Lender, promptly remit the Assigned Payments to Preferred Member in accordance with the wire instructions attached hereto as Exhibit A until such time as the Preferred Member advises the Escrow Agent in writing that it has been repaid in full and thereafter to the Lender in accordance with the wiring instructions attached hereto as part of Exhibit A, unless and until the Lender gives written instructions to the Escrow Agent to the contrary, in which case the Escrow Agent shall follow such written instructions, without notice to, or consent from, Borrower, or Mortgage Borrower; subject to

the rights of Condominium Buyers under Qualifying Contracts and/or Governing Authority. Any and all Assigned Payments delivered by the Escrow Agent to the Lender or Preferred Member shall be applied by the Lender or Preferred Member pursuant to and in accordance with the terms of the Loan Documents or the Operating Agreement, in each instance, as applicable.

(iii) The Escrow Agent hereby agrees to provide to the Lender, within ten (10) Business Days after Lender's request, a written report setting forth with respect to the period from and after the date hereof: (a) a schedule, itemized by Condominium Buyer and/or purchaser of a Parking Space, of all Assigned Payments received and/or released by the Escrow Agent during such period in accordance with the Senior Loan Letter Agreement, this Letter Agreement and/or the requirements of any Governmental Authority, by the Escrow Agent during such time period, and (b) a schedule by Condominium Buyer and/or purchaser of a Parking Space, of the total amount and type of all Assigned Payments received and held and/or released by the Escrow Agent in accordance with the Senior Loan Letter Agreement, this Letter Agreement and/or the requirements of any Governmental Authority by the Escrow Agent.

(iv) (a) From and after the Repayment Date, and so long as this Letter Agreement remains in effect in accordance with its terms, Mortgage Borrower and Borrower hereby authorize the Escrow Agent to, and the Escrow Agent hereby irrevocably agrees to, subject to the rights of Condominium Buyers and/or any purchaser of a Parking Space, receive a return or refund of their applicable Condominium Deposit pursuant to the express terms of the Offering Plan, Qualifying Contracts or Governing Authority, accept and follow only the written or other instructions, directions or notices that are given or delivered by the Lender, without notice to, or consent from, the Mortgage Borrower or Borrower, with respect to this Letter Agreement and/or the disbursement of any of the Assigned Payments; provided, however, the Escrow Agent shall have no liability to the Mortgage Borrower as a result of its compliance with the foregoing; provided, further, that the Mortgage Borrower agrees to indemnify and hold harmless each party hereto for any claims, damages and liability (including, without limitation, reasonable attorneys' fees and expenses and court costs) incurred as a result of the Escrow Agent's compliance with the same but such indemnity shall not apply to the gross negligence or willful misconduct of either the Lender, the Senior Lender or the Escrow Agent, as the case may be.

(b) Notwithstanding anything contained herein to the contrary, if all or a portion of the Assigned Payments are required to be returned to the applicable Condominium Buyer or purchaser of a Parking Space pursuant to the Qualifying Contract, Parking Space Purchase Agreement, or any Governing Authority, then Mortgage Borrower and/or Escrow Agent may release such Assigned Payment or portion thereof to such Condominium Buyer or such purchaser of a Parking Space within five (5) Business Days after notification to Lender as required in this Letter Agreement. Escrow Agent shall notify Lender in writing if any Assigned Payment shall be refunded to a purchaser, and such notification shall state the name of the purchaser, the Condominium Unit and/or the Parking Space, the amount of the Assigned Payment to be refunded and the reason for making the refund, regardless of whether or not the Repayment Date has occurred.

(v) In the case of any conflict between any instruction, direction or order originated by the Lender in accordance with the terms of this Letter Agreement and any instruction, direction or order originated by the Mortgage Borrower or Borrower with regard to any Assigned Payment, each of Mortgage Borrower and Borrower hereby direct the Escrow Agent, and the Escrow Agent hereby agrees, to comply with the instruction, direction or order originated by: (y) the Senior Lender in accordance with the Senior Loan Letter Agreement prior to the Repayment Date, and (z) the Lender from and after the Repayment Date. The Escrow Agent shall have no liability to the Mortgage Borrower as a result of its compliance with the foregoing, and the Mortgage Borrower agrees to indemnify and hold harmless each party hereto for any claims (including, without limitation, reasonable attorneys' fees and expenses and court costs) incurred as a result of the Escrow Agent's compliance with the same but such indemnity shall not apply to the gross negligence or willful misconduct of either the Lender, the Senior Lender or the Escrow Agent, as the case may be.

(vi) Subject to the Escrow Agent's obligations to a Condominium Buyer pursuant to a Qualifying Contract, to a purchaser of a Parking Space pursuant to a Parking Space Purchase Agreement, under the Offering Plan and pursuant to Governing Authority, if there shall occur an event of default by a Condominium Buyer or purchaser of a Parking Space under a Qualifying Contract or Parking Space Purchase Agreement, promptly following notice from Lender and (if such event of default occurs prior to the Repayment Date only) Senior Lender, each of Borrower and Mortgage Borrower direct the Escrow Agent to, and the Escrow Agent shall, promptly transfer the Assigned Payments attributable to such Condominium Buyer to Preferred Member or Lender or (if such event of default occurs prior to the Repayment Date only) Senior Lender.

(vii) The Escrow Agent understands and agrees that except as required under a Qualifying Contract, the Offering Plan, Parking Space Purchase Agreement and/or Governing Authority and/or the Offering Plan, with respect to a Condominium Buyer's and/or purchaser of a Parking Space's right to a return or refund of any applicable Assigned Payment, its duty to comply with instructions, directions and orders originated from (y) Senior Lender in accordance with the Senior Loan Letter Agreement prior to the Repayment Date, and (z) Lender from and after the Repayment Date through the date that the Loan is paid and performed in full, is absolute; provided, however, the Escrow Agent shall have no liability to the Mortgage Borrower as a result of its compliance with the foregoing, and the Mortgage Borrower agrees to indemnify and hold harmless each party hereto for any claims (including, without limitation, reasonable attorneys' fees and expenses and court costs) incurred as a result of the Escrow Agent's compliance with the same but such indemnity shall not apply to the gross negligence or willful misconduct of either the Lender, the Senior Lender or the Escrow Agent, as the case may be.

(viii) The Escrow Agent acknowledges and agrees that, except as required under a Qualifying Contract, the Offering Plan, Parking Space Purchase Agreement and/or Governing Authority with respect to a Condominium Buyer's and/or purchaser of a Parking Space's right to a return or refund of any applicable Assigned Payment, the Escrow Agent shall not release any Assigned Payment in violation of this Letter Agreement or the Senior Letter Agreement, as applicable.

(ix) (a) The Escrow Agent acknowledges and agrees that: (y) prior to the Repayment Date, upon notice from the Senior Lender instructing the Escrow Agent to transfer the Assigned Payments to a deposit escrow account at the Senior Lender, which notice may be given in Senior Lender's sole discretion, the Escrow Agent shall take all steps necessary to cause the Assigned Payments to be transferred as directed, provided that the Senior Lender (at its reasonable cost and expense and Mortgage Borrower shall reimburse Escrow Agent for its expenses, including reasonable counsel fees incurred in connection therewith) takes all steps necessary to satisfy any conditions reasonably requested by the Escrow Agent to be in compliance with applicable Governing Authority and/or the Offering Plan and such transfer does not violate any Qualifying Contracts or Parking Space Purchase Agreements with respect to transferring the Assigned Payments and holding the same in escrow or the Offering Plan, and (z) from and after the Repayment Date, upon notice from the Lender instructing the Escrow Agent to transfer the Assigned Payments to an escrow account held by, or at the direction of, the Lender, which notice may be given in Lender's sole discretion, the Escrow Agent shall take all steps necessary to cause the Assigned Payments to be transferred as directed, provided that the Lender (at its reasonable cost and expense and Borrower shall reimburse Escrow Agent for its expenses, including reasonable counsel fees incurred in connection therewith) takes all steps necessary to satisfy any conditions reasonably requested by the Escrow Agent to be in compliance with applicable Governing Authority and/or the Offering Plan and such transfer does not violate any Qualifying Contracts or Parking Space Purchase Agreements or the Offering Plan with respect to transferring the Assigned Payments and holding the same in escrow.

(b) Notwithstanding anything to the contrary contained herein, except as expressly set forth in this Letter Agreement, prior to the Repayment Date, the Escrow Agent is hereby fully entitled to rely on instructions from Senior Lender as provided in the Senior Loan Letter Agreement even if such instructions are contrary to any instructions or demands that Mortgage Borrower and/or Lender may provide to the Escrow Agent. At no time shall Escrow Agent be entitled to rely on instructions from Borrower and/or Mortgage Borrower which contradict this Letter Agreement and/or the Senior Loan Letter Agreement.

(x) This Letter Agreement shall be governed by and construed in accordance with, the laws of the State of New York.

(xi) This Letter Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall constitute an original and all of which, taken together, shall be deemed one instrument.

(xii) This Letter Agreement shall inure to the benefit of the Lender and Lender's successors and/or assigns, the Mortgage Borrower, Borrower, and the Escrow Agent and their respective successors and assigns. This Letter Agreement shall be binding upon the heirs, executors, legal and personal representatives, successors and permitted assigns of the Mortgage Borrower, Borrower, the Escrow Agent, Preferred Member and the Lender.

(xiii) All notices or other communications required or permitted to be given pursuant to this Letter Agreement shall be in writing and shall be considered as properly given (i) if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested; (ii) by delivering same in person to the intended addressee; or (iii) by delivery

to a reputable independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee. Notice so mailed shall be effective upon two (2) Business Days' following its deposit (properly addressed) with the United States Postal Service or any successor thereto; notice given by personal delivery shall be effective only if and when received by the addressee; notice sent by a reputable commercial delivery service shall be effective upon the transmitting parties' receipt of written verification of delivery from such reputable commercial delivery service at the proper address indicated herein below; and notice given by other means shall be effective only if and when received at the designated address of the intended addressee. For purposes of notice, the addresses of the parties shall be as set forth below the signature of the parties hereto. Any of the foregoing parties shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth herein.

(xiv) The following provisions shall apply regardless of whether or not the Repayment Date has occurred:

(a) No fewer than five (5) Business Days prior to the closing of a sale of a Condominium Unit pursuant to a Qualifying Contract (and, if applicable, the sale of a Parking Space pursuant to a Parking Space Purchase Agreement), Borrower shall cause Mortgage Borrower to deliver to Lender (by email to the attention of **assetmanagement@tcp-us.com** and **Michael Muscat** at **mmuscat@tcp-us.com**, or to such other people as Lender may direct in writing from time to time) a notice that complies with Section 7.46(d)(vi) of the Loan Agreement (each, a "**Closing Notice**"), such Closing Notice to include, among other things, the name of the Condominium Buyer and/or the Parking Space purchaser, as the case may be, the Condominium Unit and/or Parking Space number to be conveyed, state the purchase price and indicate the projected or actual closing date for such Condominium Unit and Parking Space, if applicable, the place of closing and the name of the Escrow Agent handling such Closing.

(b) No fewer than five (5) Business Days prior to the closing of a sale of a Condominium Unit pursuant to a Qualifying Contract (and, if applicable, the sale of a Parking Space pursuant to a Parking Space Purchase Agreement), Borrower shall cause Mortgage Borrower to deliver to Lender (by email to the attention of the same parties set forth above) a preliminary closing settlement statement (the "**Preliminary Closing Statement**") for such Condominium Unit and/or Parking Space closing, to be signed by each of Mortgage Borrower and Borrower and delivered to Lender. The Preliminary Closing Statement shall:

1. prior to the Repayment Date, set forth the Condominium Net Sales Proceeds (stating any closing adjustments and closing costs), the Condominium Release Price (if provided to the Escrow Agent), and, if applicable, the purchase price for the Parking Space, the Parking Space Net Sales Proceeds, and the Parking Space Release Price (if provided to the Escrow Agent), with reasonably sufficient detail to show the calculation of each; and

2. after the Repayment Date, set forth the Condominium Net Sales Proceeds (stating any closing adjustments and closing costs), the Mezzanine Condominium Release Price (if provided to the Escrow Agent), and, if applicable, the purchase price for the Parking Space, the Parking Space Net Sales Proceeds, and the Mezzanine Parking Release Price (if provided to the Escrow Agent), with reasonably sufficient detail to show the calculation of each.

(c) The Escrow Agent shall promptly advise Lender of the amount of any expenses it is entitled to be paid or reimbursed at the closing, which expenses shall be reflected in the Final Closing Statement (as hereinafter defined).

(d) At least one (1) Business Day prior to the closing for the applicable Condominium Unit and/or the Parking Space, if applicable, the Escrow Agent, Mortgage Borrower, or Borrower shall deliver to Lender (by email to the attention of the same parties set forth above) a copy of the final proposed closing settlement statement for such closing (the “**Final Closing Statement**”), such Final Closing Statement to include, without limitation, all items set forth in the Preliminary Closing Statement; provided, however, that if the Escrow Agent is not the settlement agent who controls the Final Closing Statement, the Escrow Agent, Mortgage Borrower or Borrower shall provide such Final Closing Statement to Lender promptly upon receipt of the same.

(e) If the Final Closing Statement is acceptable to Lender and all conditions precedent set forth in the Loan Agreement relating to the sale of a Condominium Unit and the Parking Space, if applicable, are satisfied, Lender shall advise the Escrow Agent of the same by sending written approval via email to the Escrow Agent that the Final Closing Statement is approved (by email to the attention of Yevgeny Tsyngauz, Esq. (yt@nytlaw.com) or to such other people as Escrow Agent, Borrower or Mortgage Borrower may direct in writing from time to time) (such transmittal being the “**Closing Approval**”). The Escrow Agent acknowledges and agrees that its receipt of the Closing Approval from Lender and delivery to Lender of the Preliminary Closing Statement and the Final Closing Statement are each conditions precedent to closing title to any Condominium Unit and/or Parking Space, if applicable, and the release by the Escrow Agent of any Assigned Payments, regardless of whether or not the Repayment Date has occurred.

(f) Upon: (x) receipt by the Escrow Agent of the Closing Approval for a particular Condominium Unit and/or Parking Space, (y) receipt by the Escrow Agent with respect to such Condominium Unit and/or Parking Space, if applicable, closing funds aggregating the balance due from the Condominium Buyer and/or the purchaser of a Parking Space, as applicable, as set forth in the Final Closing Statement approved by Lender with respect to such Condominium Unit and/or Parking Space, if applicable, (which funds may be in the form of one or more official bank check(s), certified check(s), or such Condominium Buyer and/or purchaser of a Parking Space’s or such Condominium Buyer and/or purchaser of a Parking Space’s mortgage lender’s attorney’s escrow account check(s) payable to Mortgage Borrower, Escrow Agent, and/or wire transfer(s) of immediately available funds) and (z) provided the Escrow Agent is irrevocably committed to remitting to Senior Lender (if prior to the Repayment Date), or Lender or, Preferred

Member following the Repayment Date, the Mezzanine Condominium Release Price and the Mezzanine Parking Release Price, if applicable, on the day of closing, together with transferring any fees and expenses due to Lender or Preferred Member to Lender or Preferred Member, all set forth in the Closing Approval, the Escrow Agent shall be authorized to complete, and shall complete, the closing in accordance with the Closing Approval and the Final Settlement Statement and transfer the Mezzanine Condominium Release Price and the Mezzanine Parking Release Price, if applicable, from such closing to Preferred Member or Lender, and all fees and expenses due to Lender or Preferred Member to Lender or Preferred Member as set forth in the Closing Approval according to the wire, hand delivery or federal express instructions attached hereto as Exhibit A. In the event any of the Condominium Release Price and the Parking Space Release Price, if applicable, are being delivered to Preferred Member or Lender, as applicable, via check, then immediately following closing, the Escrow Agent shall forward to Preferred Member or Lender, as applicable, by email to the attention of **assetmanagement@tcp-us.com** and **Michael Muscat** at **mmuscat@tcp-us.com** or to such other people as Lender or Preferred Member may direct in writing from time to time) copies of such checks. The undersigned acknowledges and agrees that, if for any reason the closing for a particular Condominium Unit and/or Parking Space does not occur, on the scheduled closing date, and/or if there are changes to the Final Closing Statement as a result of any such adjournment, then the Escrow Agent shall deliver to Lender a revised Final Closing Statement and obtain a revised Closing Approval from Lender as a condition precedent to closing on the adjourned closing date. For clarity purposes, prior to the Repayment Date all Net Proceeds shall be delivered to Senior Lender in accordance with the Senior Loan Letter Agreement.

(xv) Subject to the Escrow Agent's obligations under any Qualifying Contract, the Offering Plan and Governing Authority, Escrow Agent acknowledges and agrees that upon being notified that an Event of Default has occurred and is continuing under the Loan Agreement and/or the Senior Loan Agreement, the Escrow Agent shall only act as follows: (a) prior to the Repayment Date, upon the written directions of Senior Lender but Escrow Agent shall provide Lender with a copy of all such instructions or notices, and (b) after the Repayment Date, upon the express written directions of Lender and in such event, the Escrow Agent shall continue to hold any escrowed funds that would otherwise be disbursed to Mortgage Borrower in escrow and act only pursuant to and in accordance with directions given as set forth herein.

(xvi) Either Escrow Agent or Lender may terminate this Letter Agreement at any time, with thirty (30) days prior notice to the other party. Upon such termination, Escrow Agent shall deposit, transfer or wire any Assigned Payments then being held by Escrow Agent into or to such account or accounts designated by Senior Lender in writing, if such termination occurs prior to the Repayment Date, or thereafter by Lender in writing, in accordance with the terms of the Senior Loan Letter Agreement, if prior to the Repayment Date, or thereafter, within two (2) Business Days' of Lender's written request. Escrow Agent will cooperate with Lender in conjunction with the deposit or transfer of any of the Assigned Payments pursuant to the terms of this Letter Agreement.

Please confirm your agreement to the foregoing by signing this Letter Agreement where indicated and returning a PDF copy of the countersigned Letter Agreement to each party hereto.

[Balance of Page Intentionally Left Blank]

Very truly yours,

BORROWER:

WWML96MEZZ, LLC

By:_____

Name: Joseph Klaynberg

Title: Authorized Signatory

Address:

c/o WWML96, LLC

c/o Wonder Works Construction Corp.

894 6th Avenue, 4th Floor

New York, New York 10001

Acknowledged and agreed to as
of the date first above written:

MORTGAGE BORROWER:

WWML96, LLC

By:_____

Name: Joseph Klaynberg

Title: Authorized Signatory

Address:

c/o Wonder Works Construction Corp.

894 6th Avenue, 4th Floor

New York, New York 10001

[SIGNATURE PAGE CONTINUES ON THE FOLLOWING PAGE]

Acknowledged and agreed to as
of the date first above written:

ESCROW AGENT:

TSYNGAUZ & ASSOCIATES, P.C.

By:_____

Name: Yevgeny/Mikhail Litt

Title: Authorized Signatory

Address:

894 6th Avenue, 3rd fl.
New York, New York 10001

Exhibit A

FORM OF PRE-CLOSING POSSESSION AGREEMENT

VITRE CONDOMINIUM

302 East 96th Street

New York, NY 10128

THIS PRE-CLOSING POSSESSION AGREEMENT, (hereinafter called this "Possession Agreement"), made as of the _____ day of _____, 20__, between Sponsor and Purchaser, as defined below.

Unit No.: _____
Common Interest: _____ %

Sponsor: WWML96, LLC
894 6th Avenue, 4th fl.
New York, NY 10001

Purchaser: _____

Date of
Purchase Agreement: _____

Purchaser desires to have possession of the Unit prior to the Closing, and the parties have agreed to same upon the following terms and conditions:

1. POSSESSION. Purchaser shall be entitled to possession as of _____.

2. CONDITION OF PREMISES. Purchaser accepts in all respect the Unit in the condition that now exists and will promptly close the purchase of the Unit as provided in the above-mentioned Purchase Agreement.

3. RISK OF LOSS. Once Purchaser takes possession of the Unit, Purchaser shall assume risk of loss from fire or other casualty not covered by insurance.

4. OCCUPANCY FEES. Purchaser shall pay Sponsor the sum of \$_____ per month in advance commencing on the above possession date, through and including the date of the Closing. Any excess prepaid sums shall be refunded at the Closing or upon Purchaser vacating the Unit as provided herein.

5. UTILITIES. Purchaser shall be responsible for all utilities as of the date of possession until the Closing or return of possession to Sponsor.

6. INSURANCE. Purchaser shall obtain liability insurance coverage and fire insurance to protect Purchaser's personal belongings as of the date of possession.

7. **ALTERATION OF UNIT.** If Purchaser vacates the Unit without completing the purchase of same, Purchaser shall return the Unit in substantially the same condition in which it was delivered to Purchaser by Sponsor. Purchaser shall be liable for any damages or repairs, ordinary wear and tear excepted, caused by Purchaser during this occupancy of the Unit. Purchaser shall not make any repairs, additions, alterations or improvements without the express written consent of Sponsor, which under no circumstances shall result in any cost or charge to Sponsor even if the above-mentioned Purchase Agreement is terminated.

8. **PERSONAL USE.** Purchaser shall not rent or allow use of the Unit except as a residence for the immediate family of Purchaser.

9. **DEFAULT.** If at any time Purchaser defaults under the above-mentioned Purchase Agreement or this Possession Agreement and fails to cure said default within thirty (30) days after receipt of written notice to cure, Sponsor may give written notice to vacate the Unit within (30) days after receipt of written notice of termination of this Possession Agreement. Upon receipt of said termination notice, Purchaser shall vacate the Unit within thirty (30) days after receipt of said termination notice and return possession of the Unit, free of any occupants, to Sponsor. Sponsor will continue to retain all of its other rights under the above-mentioned Purchase Agreement and this Possession Agreement

An uncured default under this Possession Agreement shall be a default under the Purchase Agreement.

10. **RETURN OF POSSESSION.** If the above-mentioned Purchase Agreement is no longer in effect for any reason, Purchaser shall, within thirty (30) days thereafter, vacate the Unit and return possession of the Unit, free of any occupants, to Sponsor.

For all the purposes of this Possession Agreement, even though Purchaser may vacate the Unit, Purchaser shall be deemed to remain in possession until (1) Purchaser delivers the Unit in substantially the same condition as now exists, (2) delivers all keys to Sponsor and (3) removes all property of Purchaser from the Unit.

11. **PENALTIES.**

(a) if Purchaser fails to vacate the Unit and return possession to Sponsor in accordance with this Possession Agreement, then Purchaser shall become immediately obligated to pay Sponsor the sum of \$500.00 per day of liquidated damages for each day, or part of each day, that Purchaser continues in possession thereafter.

(b) If legal action becomes necessary for Sponsor to retake possession or recover damages because of Purchaser's breach, Sponsor shall also be entitled to recover reasonable legal fees and disbursements.

(c) If Purchaser defaults under the above-mentioned Purchase Agreement or this Possession Agreement, Seller shall have the right to retain the Deposit under the above-

mentioned Purchase Agreement and actual costs incurred by Sponsor for any upgrades, extras, special or custom work in the Unit ordered by Purchaser, as and for liquidated damages.

12. NO LANDLORD-TENANT RELATIONSHIP. This Possession Agreement is intended only to give Purchaser the right of possession pending the Closing, and is not intended to establish a Landlord-Tenant relationship.

13. NOTICES. Section 25 of the above-mentioned Purchase Agreement is incorporated herein in its entirety.

14. SUBORDINATION. This Possession Agreement and all of Purchaser's rights under this Agreement shall at all times be subject and subordinate to the liens held by Construction Lender and Mezzanine Lender pursuant to their respective loan documents and any and all increases, renewals, amendments, modifications and consolidations of each. That subordination shall be automatic and no further instrument shall be required to evidence it.

15. INCORPORATION. Purchaser has entered into a Purchase Agreement with Sponsor to purchase the Unit. This Possession Agreement is in all respects subject to the Purchase Agreement and the Plan. Capitalized terms used but not defined in this Agreement shall have the meanings given to them in the Purchase Agreement and Plan.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first above written.

Purchaser(s):

Sponsor
WWML96, LLC

By:

FORM OF POWER OF ATTORNEY

The undersigned, _____, the owner of the Condominium Unit _____, (hereinafter called the "Unit"), in the condominium known as Vitre Condominium, having an address at 302 East 96th Street, New York, NY 10128, (hereinafter called the "Building"), said Unit being known as and by the street number 302 East 96th Street, Unit No. _____, New York, NY 10128, and designated as Unit No. _____, in that certain declaration dated the _____ day of _____, 20__, made by WWML96, LLC, (hereafter called "Sponsor"), under Article 9-B of the Real Property Law of the State of New York, (hereinafter called the "Condominium Act"), establishing the plan for the condominium ownership of the Building and the land upon which the Building is situated, (hereinafter called the "Land"), (the Building and the Land are collectively hereinafter called the "Property"), recorded in the Office of the Register of the City of New York on the _____ day of _____, 20__ in CRFN _____, (hereinafter called the "Declaration"), and also designated as Tax Lot No. _____ in Block 1558 on the Tax Map of the Real Property Assessment Department of the City of New York and on the floor plans of the Building, certified by Karl Fischer, R.A., on the _____ day of _____, 20__, and filed simultaneously with the Declaration in the Office of the Register of the City of New York in CRFN _____ as Map No. _____, (hereinafter called the "Floor Plans"), do hereby nominate, constitute and appoint the persons who may from time to time constitute the Board of Managers of Vitre Condominium, jointly, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, to acquire, in their own name, as members of the Board of Managers, or in the name of its designee, corporate or otherwise on behalf of all Owners of Units in the Property, in accordance with their Common Interests, any Unit whose Owner desires to abandon or sell the same, the undivided interest in the Common Elements appurtenant thereto, the interest of such Unit Owner in any other Units theretofore acquired by the Board of Managers or its designee, corporate or otherwise on behalf of all Unit Owners, or in the proceeds of the sale or lease thereof, if any, and the rights and privileges appurtenant thereto, the interest of such Unit Owner in all other assets of the Condominium as defined in the Declaration or any Unit, which shall be the subject of a foreclosure or other judicial sale, or to lease any Unit whose Owner desires to rent the same, at such price or on such rental, as the case may be, and on such terms as said attorneys-in-fact shall, in their sole discretion, deem proper, and thereafter to convey, sell, lease, sublease, mortgage or otherwise deal with any such Units so acquired by them (but not to vote the votes appurtenant thereto), on such terms as said attorneys-in-fact may determine, granting to such attorneys-in-fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present.

The acts of a majority of such persons shall constitute the acts of said attorneys-in-fact.

The undersigned do hereby nominate, constitute and appoint Sponsor as attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, to amend from time to time the Declaration, the By-Laws and the Rules and Regulations of the Condominium, or any of said documents, when such amendment (1) shall be required to reflect any changes in Unsold Units and/or the reapportionment of the Common Interests of the affected Unsold Units resulting therefrom made by Sponsor or Sponsor-designee in accordance with Article 16 of the Declaration or (2) shall be required by (a) an institutional lender to make a mortgage loan

secured by a mortgage on any Unit, (b) any governmental agency having regulatory jurisdiction over the Condominium, or (c) any title insurance company selected by Sponsor to insure title to any Unit, provided, however, that any amendment made pursuant to the terms of this paragraph shall not (i) change the Common Interest of the undersigned's Unit, (ii) require a material, physical modification to the undersigned's Unit, or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an institutional lender covering the undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) or the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment. The terms, covenants and conditions contained in, and the powers granted pursuant to this paragraph shall remain in full force and effect until such time as Sponsor or Sponsor-designee shall cease to own any Units in the Condominium.

The undersigned do further nominate, constitute and appoint Sponsor as attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, to execute any document on behalf of the undersigned, if same is necessary, to effectuate the transfer, assignment or conveyance by Sponsor, in whole or in part, of the transferable development rights which Sponsor has retained for itself, its successors and assignees. This power of attorney shall in no way be construed to grant any interest in such transferable development rights to the undersigned.

This Power of Attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned, has executed this Power of Attorney this _____ day of _____, 20__.

Purchaser

Purchaser

FORM OF RESIDENTIAL UNIT DEED

THIS INDENTURE made the _____ day of _____, 20__, between WWML96, LLC, having an address at 894 6th Avenue, 4th fl., New York, NY 10001, (hereinafter called the "Grantor"), and _____, having an address at _____, (hereinafter called the "Grantee"),

W I T N E S S E T H:

That the Grantor, in consideration of Ten (\$10.00) Dollars and other valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, and the heirs or successors and assigns of the Grantee, forever:

The Condominium Unit _____, (hereinafter called the "Unit"), in the condominium known as Vitre Condominium, having an address at 302 East 96th Street, New York, NY 10128, (hereinafter called the "Building"), said Unit being known as and by the street number 302 East 96th Street, Unit No. _____, New York, NY 10128, and designated as Unit No. _____, in that certain declaration dated the _____ day of _____, 20__, made by the Grantor under Article 9-B of the Real Property Law of the State of New York, (hereinafter called the "Condominium Act"), establishing the plan for the condominium ownership of the Building and the land upon which the Building is situated, which land is described in Schedule A annexed hereto and made a part hereof, (hereinafter called the Land), (the Building and the Land are collectively hereinafter called the "Property"), recorded in the Office of the Register of the City of New York on the _____ day of _____, 20__ in CRFN _____, (hereinafter called the "Declaration"), and also designated as Tax Lot No. _____ in Block 1558 on the Tax Map of the Real Property Assessment Department of the City of New York and on the floor plans of the Building, certified by Karl Fischer, R.A., on the _____ day of _____, 20__, and filed simultaneously with the Declaration in the Office of the Register of the City of New York in CRFN _____ as Map No. _____, (hereinafter called the "Floor Plans").

TOGETHER with an undivided _____% interest in the Common Elements of the Property described in the Declaration, (hereinafter called the "Common Elements");

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

TOGETHER with an easement in common with the Owners of other Units to use any pipes, wires, ducts, cables, conduits, public utility lines, and other Common Elements located in any of the other Units or elsewhere on the Property, and serving the Unit;

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to the Unit;

TOGETHER with and **SUBJECT TO** all easements of necessity in favor of the Unit or in favor of other Units or the Common Elements;

SUBJECT TO easements in favor of adjoining Units and in favor of the Common Elements for the continuance and for the maintenance of all encroachments of such adjoining Units or Common Elements on the Unit, now existing as a result of construction of the Building, or which may come into existence hereafter as a result of settling of the Building, or as a result of repair or restoration of the Building or any adjoining Unit or of the Common Elements, after damage, condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Board of Managers, so that any such encroachments may remain so long as the Building shall stand. Each Unit shall be subject to the aforesaid easements in favor of all other Units. In addition, each Unit shall have, and shall be subject to, easements of subjacent support and necessity in favor of such Unit or in favor of other Units and the Common Elements;

SUBJECT ALSO TO an easement in favor of the other Units to use the pipes, wires, ducts, conduits, cables, public utility lines and other Common Elements located in the Unit or elsewhere on the Property and serving such other Units;

SUBJECT ALSO TO the permitted exceptions set forth in Exhibit A annexed hereto and made a part hereof;

TOGETHER with and **SUBJECT TO** covenants, easements, rights of way, consents, restrictions and encumbrances created by the Declaration;

SUBJECT TO the provisions of the Declaration, By-Laws, and Floor Plans of the Condominium recorded simultaneously with and as part of the Declaration, as the same may be amended from time to time by instruments recorded in the Office of the Register of the City of New York, which provisions, together with any amendments thereto, 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 such provisions were recited and stipulated at length herein;

EXCEPT as otherwise specifically permitted by the Board of Managers of the Condominium or provided in the Declaration or in the By-Laws, the Unit is intended for residential use only;

AND the Grantor covenants that the Grantor has not done or suffered anything whereby the said premises have been encumbered in any way whatsoever, except as aforesaid;

TO HAVE AND TO HOLD the same unto the Grantee, and the heirs or successors and assigns of the Grantee, forever.

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to the provisions of the Condominium Act, or if any provision that is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of Article 17 of the Declaration shall control.

The Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvements and will apply the same first to the payment of the cost of the improvements before using any part of the same for any other purpose.

This conveyance is made in the regular course of business actually conducted by the Grantor herein.

The term "Grantee" shall be read as "Grantees" whenever the sense of this deed so requires.

IN WITNESS WHEREOF, the Grantor and Grantee have duly executed this deed the day and year first above written.

WWML96, LLC

By:

Grantee

Grantee

STATE OF NEW YORK)
) ss:
 COUNTY OF)

On the _____ day of _____, 20__, 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 same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which individual acted, executed the instrument.

 Notary Public

STATE OF NEW YORK)
) ss:
 COUNTY OF)

On the _____ day of _____, 20__, 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 same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual(s) or the person(s) upon behalf of which individual(s) acted, executed the instrument.

 Notary Public

Exhibit A - Permitted Exceptions

(a) Zoning laws and regulations and landmark, historic or wetlands designations which are not violated by the Unit and which are not violated by the Common Elements to the extent that access to or use of the Unit would be materially and adversely affected.

(b) Consents for the erection of any structure or structures on, under or above any street or streets on which the Building may abut.

(c) The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations set forth in the Declaration, By-Laws and rules and regulations of the Condominium, the Power of Attorney to the Board of Managers of the Condominium and the Floor Plans of the Condominium, all as may be amended from time to time.

(d) Rights of utility companies to lay, maintain, install and repair pipes, lines, poles, conduits, cable boxes and related equipment on, over and under the Building and Common Elements, provided that none of such rights imposes any monetary obligation on the owner of the Unit or materially interferes with the use of or access to the Unit.

(e) Encroachments of stoops, areas, cellar steps, trim, cornices, lintels, window sills, awnings, canopies, ledges, fences, hedges, copings and retaining walls projecting from the Building over any street or highway or over any adjoining property and encroachments of similar elements projecting from adjoining property over the Common Elements.

(f) Any state of facts which an accurate survey or personal inspection of the Building, Common Elements or Unit would disclose, provided that such facts do not render title unmarketable.

(g) The lien of any unpaid common charge, real estate tax, water charge, sewer rent or vault charge, provided the same are paid or apportioned at the Closing.

(h) The lien of any unpaid assessments to the extent of installments thereof payable after the closing.

(i) Liens, encumbrances and title conditions affecting the Common Elements, which do not materially and adversely affect the rights of the Unit Owner to use and enjoy the Common Elements.

(j) Notes or notices of violations of law or governmental orders, ordinances or requirements affecting the Building or the Common Elements (other than the Unit), which the other Unit Owner or the Board of Managers of the Condominium are obligated to correct.

(k) Standard exceptions contained in the form of fee title insurance policy then issued by the title insurance company insuring the Owner's title to the Unit.

(l) Party Wall Agreement as recorded in Liber 3519 Cp 125.

(m) Zoning Lot Certificate as recorded in CRFN 2014000337550.

(n) Declaration of Zoning Lot Restrictions as recorded in CRFN 2015000098425.

(o) Zoning Lot Development and Easement Agreement as recorded in CRFN 2015000098426.

- (p) Waiver of Declaration of Zoning Lot Restrictions as recorded in CRFN 2015000098428.
- (q) Light and Air Easement Agreement as recorded in CRFN 2015000098429.
- (r) Zoning Lot Description as recorded in CRFN 2015000310286.

FORM OF PARKING UNIT DEED

THIS INDENTURE made the _____ day of _____, 20__, between WWML96, LLC, having an address at 894 6th Avenue, 4th fl., New York, NY 10001, (hereinafter called the "Grantor"), and _____, having an address at _____, (hereinafter called the "Grantee"),

W I T N E S S E T H:

That the Grantor, in consideration of Ten (\$10.00) Dollars and other valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, and the heirs or successors and assigns of the Grantee, forever:

The Condominium Unit _____, (hereinafter called the "Unit"), in the condominium known as Vitre Condominium, having an address at 302 East 96th Street, New York, NY 10128, (hereinafter called the "Building"), said Unit being known as and by the street number 302 East 96th Street, Unit No. _____, New York, NY 10128, and designated as Unit No. _____, in that certain declaration dated the _____ day of _____, 20__, made by the Grantor under Article 9-B of the Real Property Law of the State of New York, (hereinafter called the "Condominium Act"), establishing the plan for the condominium ownership of the Building and the land upon which the Building is situated, which land is described in Schedule A annexed hereto and made a part hereof, (hereinafter called the Land), (the Building and the Land are collectively hereinafter called the "Property"), recorded in the Office of the Register of the City of New York on the _____ day of _____, 20__ in CRFN _____, (hereinafter called the "Declaration"), and also designated as Tax Lot No. _____ in Block 1558 on the Tax Map of the Real Property Assessment Department of the City of New York and on the floor plans of the Building, certified by Karl Fischer, R.A., on the _____ day of _____, 20__, and filed simultaneously with the Declaration in the Office of the Register of the City of New York in CRFN _____ as Map No. _____, (hereinafter called the "Floor Plans").

TOGETHER with an undivided _____% interest in the Common Elements of the Property described in the Declaration, (hereinafter called the "Common Elements");

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

TOGETHER with an easement in common with the Owners of other Units to use any pipes, wires, ducts, cables, conduits, public utility lines, and other Common Elements located in any of the other Units or elsewhere on the Property, and serving the Unit;

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to the Unit;

TOGETHER with and **SUBJECT TO** all easements of necessity in favor of the Unit or in favor of other Units or the Common Elements;

SUBJECT TO easements in favor of adjoining Units and in favor of the Common Elements for the continuance and for the maintenance of all encroachments of such adjoining Units or Common Elements on the Unit, now existing as a result of construction of the Building, or which may come into existence hereafter as a result of settling of the Building, or as a result of repair or restoration of the Building or any adjoining Unit or of the Common Elements, after damage, condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Board of Managers, so that any such encroachments may remain so long as the Building shall stand. Each Unit shall be subject to the aforesaid easements in favor of all other Units. In addition, each Unit shall have, and shall be subject to, easements of subjacent support and necessity in favor of such Unit or in favor of other Units and the Common Elements;

SUBJECT ALSO TO an easement in favor of the other Units to use the pipes, wires, ducts, conduits, cables, public utility lines and other Common Elements located in the Unit or elsewhere on the Property and serving such other Units;

SUBJECT ALSO TO the permitted exceptions set forth in Exhibit A annexed hereto and made a part hereof;

TOGETHER with and **SUBJECT TO** covenants, easements, rights of way, consents, restrictions and encumbrances created by the Declaration;

SUBJECT TO the provisions of the Declaration, By-Laws, and Floor Plans of the Condominium recorded simultaneously with and as part of the Declaration, as the same may be amended from time to time by instruments recorded in the Office of the Register of the City of New York, which provisions, together with any amendments thereto, 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 such provisions were recited and stipulated at length herein;

EXCEPT as otherwise specifically permitted by the Board of Managers of the Condominium or provided in the Declaration or in the By-Laws, the Unit is intended for the storage of passenger motor vehicles of the owners of the Parking Unit, except that, in the event a Parking Unit is not used by its owners, it may be rented by its owners to persons other than the owners thereof.

AND the Grantor covenants that the Grantor has not done or suffered anything whereby the said premises have been encumbered in any way whatsoever, except as aforesaid;

TO HAVE AND TO HOLD the same unto the Grantee, and the heirs or successors and assigns of the Grantee, forever.

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to the provisions of the Condominium Act, or if any provision that is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of Article 17 of the Declaration shall control.

The Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvements and will apply the same first to the payment of the cost of the improvements before using any part of the same for any other purpose.

This conveyance is made in the regular course of business actually conducted by the Grantor herein.

The term "Grantee" shall be read as "Grantees" whenever the sense of this deed so requires.

IN WITNESS WHEREOF, the Grantor and Grantee have duly executed this deed the day and year first above written.

WWML96, LLC

By:

Grantee

Grantee

STATE OF NEW YORK)
) ss:
 COUNTY OF)

On the _____ day of _____, 20__, 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 same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which individual acted, executed the instrument.

 Notary Public

STATE OF NEW YORK)
) ss:
 COUNTY OF)

On the _____ day of _____, 20__, 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 same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual(s) or the person(s) upon behalf of which individual(s) acted, executed the instrument.

 Notary Public

Exhibit A - Permitted Exceptions

(a) Zoning laws and regulations and landmark, historic or wetlands designations which are not violated by the Unit and which are not violated by the Common Elements to the extent that access to or use of the Unit would be materially and adversely affected.

(b) Consents for the erection of any structure or structures on, under or above any street or streets on which the Building may abut.

(c) The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations set forth in the Declaration, By-Laws and rules and regulations of the Condominium, the Power of Attorney to the Board of Managers of the Condominium and the Floor Plans of the Condominium, all as may be amended from time to time.

(d) Rights of utility companies to lay, maintain, install and repair pipes, lines, poles, conduits, cable boxes and related equipment on, over and under the Building and Common Elements, provided that none of such rights imposes any monetary obligation on the owner of the Unit or materially interferes with the use of or access to the Unit.

(e) Encroachments of stoops, areas, cellar steps, trim, cornices, lintels, window sills, awnings, canopies, ledges, fences, hedges, copings and retaining walls projecting from the Building over any street or highway or over any adjoining property and encroachments of similar elements projecting from adjoining property over the Common Elements.

(f) Any state of facts which an accurate survey or personal inspection of the Building, Common Elements or Unit would disclose, provided that such facts do not render title unmarketable.

(g) The lien of any unpaid common charge, real estate tax, water charge, sewer rent or vault charge, provided the same are paid or apportioned at the Closing.

(h) The lien of any unpaid assessments to the extent of installments thereof payable after the closing.

(i) Liens, encumbrances and title conditions affecting the Common Elements, which do not materially and adversely affect the rights of the Unit Owner to use and enjoy the Common Elements.

(j) Notes or notices of violations of law or governmental orders, ordinances or requirements affecting the Building or the Common Elements (other than the Unit), which the other Unit Owner or the Board of Managers of the Condominium are obligated to correct.

(k) Standard exceptions contained in the form of fee title insurance policy then issued by the title insurance company insuring the Owner's title to the Unit.

(l) Party Wall Agreement as recorded in Liber 3519 Cp 125.

(m) Zoning Lot Certificate as recorded in CRFN 2014000337550.

(n) Declaration of Zoning Lot Restrictions as recorded in CRFN 2015000098425.

(o) Zoning Lot Development and Easement Agreement as recorded in CRFN 2015000098426.

- (p) Waiver of Declaration of Zoning Lot Restrictions as recorded in CRFN 2015000098428.
- (q) Light and Air Easement Agreement as recorded in CRFN 2015000098429.
- (r) Zoning Lot Description as recorded in CRFN 2015000310286.

DECLARATION

**Establishing the Plan for the Condominium Ownership,
Pursuant to Article 9-B of the Real Property Law of the State of New York, of**

VITRE CONDOMINIUM

**302 East 96th Street
New York, NY 10128**

Declarant:

**WWML96, LLC
894 6th Avenue, 4th fl.
New York, NY 10001**

Date of Declaration: _____

Record & return to:

**Yevgeny Tsyngauz, Esq.
TSYNGAUZ & ASSOCIATES, P.C.
894 6th Avenue, 3rd fl.
New York, NY 10001**

The land affected by the within instrument lies

**In Block 1558, f/k/a Lot 47
n/k/a Lots: _____**

DECLARATION
Establishing the Plan for the Condominium Ownership,
Pursuant to Article 9-B of the Real Property Law of the State of New York, of
VITRE CONDOMINIUM

WWML96, LLC, having an address at 894 6th Avenue, 4th fl., New York, NY 10001, (hereinafter called "Sponsor") does hereby declare:

1. SUBMISSION OF PROPERTY. Sponsor hereby submits the land, described on Schedule A annexed hereto and made a part hereof, (hereinafter called the "Land"), together with the building and improvements thereon erected, (hereinafter called the "Building"), (the Building and the Land are collectively hereinafter called the "Property"), to the provisions of Article 9-B of the Real Property Law of the State of New York, (hereinafter called the "Condominium Act").

Sponsor owns the Property in fee simple absolute.

2. NAME OF CONDOMINIUM. This condominium shall be known as "Vitre Condominium", (hereinafter called the "Condominium").

The Board of Managers of the Condominium is hereinafter called the Board of Managers.

3. AREA OF LAND. The Land has an area of approximately 5,035.5 square feet.

4. DESCRIPTION OF BUILDING. The Building consists of twenty one (21) residential floors above ground floor level. There are forty eight (48) Residential Units, (hereinafter called the "Residential Units" or "Residential Unit"), and eight (8) Parking Units, (hereinafter called the "Parking Units" or "Parking Unit"), in the Building. Residential Units and Parking Units are collectively hereinafter called the "Units", or the "Unit", where applicable.

5. UNITS. (a) Schedule B annexed hereto and made a part hereof sets forth the following data with respect to each Unit necessary for the proper identification thereof: unit designation; tax lot number; location; permitted usage; percentage of interest in the Common Elements; number of bedrooms and bathrooms; approximate area of appurtenant Limited Common Elements and approximate area of the Unit.

(b) The location of each Unit is more clearly designated on the floor plans, as hereinafter defined, and reference should be made thereto for the statement of the location of each Unit. As shown on the floor plans of the Building, (hereinafter called the "Floor Plans"), certified by Karl Fischer, R.A., and intended to be filed in the Office of the Register of the City of New York simultaneously with the recording of this Declaration, the horizontal physical dimensions of each Residential Unit consist of the floor area enclosed by the exterior face of exterior walls adjacent to the Residential Unit and the centerline of the demising walls between the Residential Units, corridors, elevator and stairs. The vertical physical dimensions of each Residential Unit consist of the area enclosed by the top of the concrete floor slab below (located under the finished flooring and sub-floor materials) and the underside of the concrete slab above.

The Limited Common Elements are not included in the dimensions.

Each Parking Unit consists of the area within its painted lines as shown on the Floor Plans.

Any Common Elements located within a Unit will not be considered a part of such Unit.

(c) If a Unit is subdivided, (i) a dividing wall or walls will be deemed Limited Common Elements for the exclusive use of the Unit Owners whose Units are separated by such walls and will be maintained, repaired or replaced by the Owners of the subdivided Units at their sole expense and as their joint and several obligation and (ii) all pipes, wires, ducts, cables, conduits, public utility lines and mechanical equipment (except equipment installed by the Owner of the subdivided Unit or tenant of such Owner) used in common by two or more Unit Owners will maintained, repaired and replaced by the Owners of the subdivided Units at their sole expense and as their joint and several obligation.

(d) In no case may the subdivision of a Unit result in a greater percentage of Common Interest for the total of the new Units created by such subdivision than existed for the original Unit before the subdivision.

6. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

A. The Common Elements mean and include:

- (a) The Land on which the Building is located;
- (b) The foundations, columns, girders, beams, supports, chutes, bearing walls, those portions of the exterior walls and insulation beyond the interior exposed face of the exterior wall, those portions of the walls and partitions dividing the Residential Units from corridors, lobbies, stairs, and other mechanical spaces located beyond the unexposed face of the dry walls enclosing the Residential Units, or, where applicable, the subfloor and framing joists including any framing attached to such joists from which the dry wall ceiling of the Residential Unit below is attached; roof bulkhead; skylights (other than those located in the Residential Unit), if any; roofs, halls, vestibules, corridors, lobbies, stairways, fire escapes, and entrances and exits of the Building;
- (c) The basements, cellars, gardens, mechanical rooms, compactor rooms, pump rooms, meter rooms, sprinkler rooms, boiler rooms, recreation areas outside the Units;
- (d) The premises for the lodging or use of janitors and other persons employed for the operation of the Property;
- (e) The central and appurtenant installations for services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning;
- (f) The garbage compactors, elevators, escalators, tanks, pumps, motors, fans, compressors, water storage tanks, vents, trash chutes, detention tanks,

ducts and in general all apparatus and installations existing for common use;

- (g) The sewer pipes and drainage pipes;
- (h) The bicycle racks;
- (i) The roof terraces;
- (j) The condensing units, cooling towers, boiler plants; and
- (k) All other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use.

B. The Limited Common Elements mean and include balconies, private terraces and storage spaces appurtenant to the Units in the Building as shown on Schedule B annexed hereto and made a part hereof.

7. USE OF THE BUILDING, THE UNITS, THE COMMON ELEMENTS AND THE LIMITED COMMON ELEMENTS. The Building shall be used solely for the purposes for which the Units may be used.

Each Residential Unit may be used as a residence only.

Each Parking Unit shall be used solely for the storage of passenger motor vehicles of the owners of the Parking Unit, except that, in the event a Parking Unit is not used by its owners, it may be rented by its owners to persons other than the owners thereof. A Parking Unit which has thus been rented shall be made available to an occupant within thirty days after written request therefor.

Notwithstanding the foregoing, Sponsor or Sponsor-designee shall have the right, without the vote or consent of the Board of Managers, other Unit Owners or the holders of Unit mortgages,

- (a) to maintain general, sales or leasing offices in one or more or elsewhere on the Property, to use one or more Units as models and for other promotional purposes and to erect and maintain signs on the Property;
- (b) to have its employees, contractors and sales agents present on the Property;
- (c) to do all things necessary or appropriate, including the use of the Common Elements, to sell or lease Units and to complete construction of the Building or Units and to comply with its obligations.

The Common Elements and the Limited Common Elements may only be used for the furnishing of the services and facilities for which they are reasonably suited and which are incidental to the use and occupancy of Units. However, the Common Elements and the Limited Common Elements may not be used as a dwelling space, and for kindling, building, maintaining or using an open fire, including, without limitation, charcoal, piped natural gas, LPG fired or electrical barbeques.

The Storage Spaces may only be used for storage of personal effects of Residential Units PH5 and PH6. In no event shall any (a) valuable items, (b) animals, (c) food or other perishable items, (d) hazardous substances, (e) flammable, combustible, explosive or other dangerous items, (f) items which have an objectionable odor or which may spoil or decay, or (g) items which may impose a health or safety threat or cause dirt or other sanitary problems or create a nuisance, be stored therein. The Storage Space may not be used as dwelling space. The use of a Storage Space as a dwelling space may result in a violation being placed against the Building. The Unit Owner, who caused the violation, will be obligated to remove it and pay all fines associated with the violation.

8. DETERMINATION OF PERCENTAGES IN COMMON ELEMENTS. The percentage of Common Interest allocated to each Unit is based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit. The aggregate percentage of Common Interest is 100%.

9. 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, or if any encroachment shall occur hereafter as a result of (a) settling or shifting of the Building, or (b) alteration or repair to the Common Elements made by or with the consent of the Board of Managers, or (c) as a result of repair or restoration of the Building or a Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building shall stand.

10. EASEMENTS.

A. Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, 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 the pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Board of Managers shall have a right of access to each Unit, all Common Elements and any Limited Common Elements appurtenant thereto to inspect the same, to remove violations therefrom and/or to maintain, repair or replace the Common Elements contained therein or elsewhere in the Building.

B. Sponsor, Sponsor-designees, successors, assigns, invitees, licensees, contractors, employees and tenants shall have an easement in, on, over and across the Property for:

- (a) construction, installation and development thereon, and for the construction and installation, ingress to and egress from, and use of (including the right to connect with) all pipes, conduits, ducts, cables, wires, storm drainage facilities, water, sewer and other utility lines for the benefit of the Property, and

- (b) construction and installation, ingress to and egress from and the right to use (in common with Unit Owners) all storm drainage facilities, water, sewer and other utility lines, pipes, conduits, flues, ducts, wires and cables, and
- (c) ingress to and egress from all land areas of the Property and the use of said land areas (in common with Unit Owners) for any lawful purpose.

C. Sponsor, Sponsor-designees, successors, assigns, invitees, licensees, contractors, employees and tenants:

- (a) shall have an easement to erect, maintain, repair and replace from time to time one or more signs on the Building and elsewhere on the Property for the purposes of advertising the sale of Units and the leasing of space in any Unit as well as an easement in and access to Units and Common Elements consistent with the purposes of the condominium offering plan for the Property, as same may be amended, and Sponsor's rights and obligations thereunder, including, without limitation, the right to develop, renovate, maintain, repair, refurbish, offer, sell and lease Units and Common Elements and
- (b) reserve the right to establish, grant and create easements for any additional underground electric transformer, amplifier, gas, cable television, telephone, water, storm drainage, sewer or other utility lines and appurtenances in, under and through the Property, including, without limitation, an easement or easements for the benefit of any property adjacent to the Property, to relocate any existing utility easements in any portion of the Property and to dedicate any or all of such facilities to any governmental body, public benefit corporation or utility company if Sponsor, Sponsor-designees, successors, assigns, invitees, licensees, contractors, employees and tenants shall deem it necessary or desirable for the proper operation and maintenance of the Property or any portion thereof, or for the general health or welfare of any Unit Owner, or the residents of any property adjacent to the Property, or users of any recreation facilities, if any, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Units for permitted purposes. Any utility company or public benefit corporation furnishing services to the Property, and the employees and agents of any such company or corporation, shall have the right of access to any Unit, to the Common Elements or the Limited Common Elements in furtherance of such easements, provided such right of access is exercised in such a manner as not unreasonably to interfere with the use of the Units.

D. Users of any easement granted by subparagraphs B and C of this Article 10 shall have the responsibility of repairing any damage resulting therefrom.

11. POWER OF ATTORNEY TO BOARD OF MANAGERS. Each Unit Owner shall grant to the persons who shall from time to time constitute the Board of Managers, an irrevocable power of attorney, coupled with an interest, to acquire title to any Unit whose owner desires to surrender the same, or which may be the subject of a foreclosure or other judicial sale, in the name of the Board of Managers or its designee, corporate or otherwise on behalf of all Unit Owners, and to convey, sell, lease, mortgage (but not to vote the votes appurtenant thereto) or otherwise deal with any such Units so acquired.

12. ACQUISITION OF UNITS BY BOARD OF MANAGERS. In the event any Unit Owner shall surrender his or her Unit, together with: (i) the undivided interest in the Common Elements, general and limited, appurtenant thereto; (ii) the interest of such Unit Owner in any other Units acquired by the Board of Managers or its designee, corporate or otherwise 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 called the "Appurtenant Interests"), pursuant to the provisions of Section 339-x of the Real Property Law of the State of New York, or in the event the Board of Managers shall purchase at a foreclosure or other judicial sale, a Unit, together with the Appurtenant Interests, title to any such Unit, together with the Appurtenant Interests, shall be held by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective Common Interests. The lease covering any Unit leased by the Board of Managers or its designee, corporate or otherwise shall be held by the Board of Managers or its designee, corporate or otherwise on behalf of all Unit Owners, in proportion to their respective Common Interests.

13. PERSON TO RECEIVE SERVICE. For the period during which Sponsor is in control of the Board of Managers, WWML96, LLC, having an address at 894 6th Avenue, 4th fl., New York, NY 10001, is hereby designated to receive notice of process in any action, which may be brought against the Condominium. After Sponsor relinquishes control of the Board of Managers notice of process in any action, which may be brought against the Condominium, shall be served on the President of the Condominium at the office of the Condominium, having an address at 302 East 96th Street, New York, NY 10128.

Notwithstanding this Article 13 or anything to the contrary stated anywhere in the Declaration, and until the Construction Loan and the Mezzanine Loan have each been fully satisfied, notice of process in any action brought against the Condominium shall be sent, by registered or certified mail return receipt requested or by Federal Express or other reputable overnight courier, with receipt confirmed, to:

Pacific Western Bank
5404 Wisconsin Avenue, 2nd fl.
Chevy Chase, MD 20815

Terra Secured Income Fund 5, LLC
805 Third Avenue
New York, NY 10022

14. UNITS SUBJECT TO DECLARATION, BY-LAWS, AND RULES AND REGULATIONS. All present and future Owners, tenants, subtenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed 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.

15. AMENDMENT TO DECLARATION. This Declaration may be amended, modified, added to or deleted from by the affirmative vote of at least 66 2/3% 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, or in lieu of a meeting, any amendment may be approved, in writing by 66 2/3% in number and in Common Interest of all Unit Owners, provided, however:

- (a) no amendment which shall change the percentage of Common Interests allocated to any Unit or Units may be made without the written consent of such Owner(s); no amendment which shall increase the percentage of Common Interests allocated to any Unit or Units may be made without the written consent of the mortgagees of such Unit, or Units, if any;
- (b) no amendment, modification, addition or deletion of or to the Declaration will be effective in any respect against Sponsor, its designee, or any Unsold Unit until Sponsor or such designee shall consent thereto in writing;
- (c) no amendment of a material adverse nature to mortgagees shall be made unless agreed to by mortgagees that represent at least 51% of the votes of Units that are subject to mortgages;

Notwithstanding Article 15(c) or anything to the contrary stated anywhere in the Declaration, and until the Construction Loan and the Mezzanine Loan have each been fully satisfied, the Declaration may not be amended, modified, added to or deleted from without the consent of the Construction Lender and the Mezzanine Lender.

A mortgagee shall be deemed to have consented to any amendment, which requires the consent of such mortgagee when the mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal, provided that the notice was delivered by certified or registered mail, with a "return receipt" requested.

Sponsor hereby reserves to itself and its designees the right to amend the Declaration at any time without the requirement of a vote and without the approval or consent of any Unit Owners or mortgagees for the sole purpose of filing the Floor Plans required by Section 339-p of the Real Property Law of the State of New York for any portion or portions of the Building and

appurtenances which are incomplete at the time the Declaration is recorded and the filing along with said amendment to the Declaration and the Floor Plans, the verified statement of a registered architect or licensed professional engineer certifying that the plans being filed simultaneously with such amendment, fully and fairly depict the layout, location, unit designations and approximate dimensions of the particular Unit or Units as built, as provided in said Section 339-p. No such amendment shall be effective until recorded in the Office of the Register of the City of New York.

Notwithstanding Article 15 or anything to the contrary stated anywhere in the Declaration, and until the Construction Loan and the Mezzanine Loan have each been fully satisfied, the consent of the Construction Lender and the Mezzanine Lender is required before taking any of the actions described in Article 15.

16. CHANGES IN UNSOLD UNITS. For any Unit owned by Sponsor or Sponsor-designees, if not prohibited by the Condominium Act, Sponsor or Sponsor-designees shall have the right, without the vote or consent of the Board of Managers, other Unit Owners or the holders of Unit mortgages, to:

- (a) make alterations, additions, or improvements, structural and non-structural, ordinary and extraordinary, interior and exterior, in, to and upon the Unit;
- (b) change the layout or number of rooms in the Unit;
- (c) change the size and/or number of such Units by subdividing a Unit, combining separate Units (including those resulting from any subdivision or otherwise) into one or more Units, altering the boundary walls between any Unit or otherwise; and
- (d) reapportion among such Unit(s) affected by such change in size or number, subdivision, combination or alteration, their appurtenant interests in the Common Elements; provided, however, that Sponsor or Sponsor-designees shall comply with all rules, 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.

Notwithstanding Article 16 or anything to the contrary stated anywhere in the Declaration, and until the Construction Loan and the Mezzanine Loan have each been fully satisfied, the consent of the Construction Lender and the Mezzanine Lender is required before taking any of the actions described in Article 16.

In accordance with law, the Common Elements appurtenant to each Unit as expressed in this Declaration shall have a permanent character and shall not be altered without the consent of all Unit Owners affected. Written consents will be obtained from Unit Owners, if any, who are adversely affected as a result of the above changes. Contract vendees, if any, pursuant to Purchase Agreements with Sponsor or Sponsor-designees for a Unit adversely affected as a result of the above changes, if they have not consented to such changes, will be given the right to rescind their Purchase Agreements and receive a refund of any deposit or downpayment. The

above changes, if made, will be disclosed in an amendment to the condominium offering plan for the Property. The provisions of this Article 16 may not be added to, amended or deleted without the prior written consent of Sponsor or Sponsor-designees.

Unit Owners in the Condominium hold title to their respective Units subject to the benefits, rights, privileges, easements, burdens, covenants, and restrictions as described herein, in the By-Laws of the Condominium and any agreement of record recorded prior or subsequent to this Declaration.

17. INVALIDITY.

A. If any provision of this Declaration or of the By-Laws is invalid under, or would cause this Declaration or the By-Laws to be insufficient to submit the Property to the provisions of the Condominium Act, such provision shall be deemed deleted from this Declaration or the By-Laws, as the case may be, for the purpose of submitting the Property to the provisions of the Condominium Act, but shall nevertheless be valid and binding upon, and shall inure to the benefit of, the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under the other applicable law to the extent permitted under such applicable law with the same force and effect as if, immediately after the recording of this Declaration or the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land. If any provision that is necessary to cause this Declaration or the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from this Declaration or the By-Laws, then such provision shall be deemed included as a part of this Declaration or the By-Laws, as the case may be, for the purpose of submitting the Property to the provisions of the Condominium Act.

B. Subject to the terms of paragraph A of this Article 17, if this Declaration or the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the provisions of the Declaration or the By-Laws shall nevertheless be valid and binding upon, and shall inure to the benefit of, the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable law to the extent permitted under such applicable law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land.

18. TERMINATION OF CONDOMINIUM. The Condominium may be terminated by casualty loss, condemnation or eminent domain in accordance with the provisions of the By-Laws, or by withdrawing the Property from the provisions of the Condominium Act, if authorized by an affirmative vote of Unit Owners who own not less than 80% in number and in Common Interest of the Units. Sponsor or Sponsor-designees will not vote its interests appurtenant to any Unsold Units for such withdrawal unless at least 80% in number and in Common Interests of all other Unit Owners have elected for such withdrawal, in which event Sponsor may choose to vote in favor of or against such withdrawal. 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 the 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 off out of his or her share of such net proceeds all liens on his or her Unit, in the order of priority of such liens.

Notwithstanding anything stated anywhere to the contrary, any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs or for other reasons must be agreed to by mortgagees that represent at least 51% of the votes of the unit estates that are subject to mortgages. A mortgagee shall be deemed to have consented to any action, which requires the consent of such mortgagee when the mortgagee fails to submit a response to any written proposal for an action within sixty (60) days after it receives proper notice of the proposal, provided that the notice was delivered by certified or registered mail, with a "return receipt" requested.

Notwithstanding Article 18 or anything to the contrary stated anywhere in the Declaration, and until the Construction Loan and the Mezzanine Loan have each been fully satisfied, the consent of the Construction Lender and the Mezzanine Lender is required before taking any of the actions described in Article 18.

19. COMMON EXPENSES. Common Expenses of the Condominium mean and include all expenses of operation of the Property and all sums designated Common Expenses by or pursuant to the provisions of the Condominium Act, this Declaration or the By-Laws.

20. DEFINITIONS. The term "Sponsor-designee" as used in this Declaration shall mean any person or entity designated by Sponsor to acquire title to a Unit. Until such time as the Construction Loan and Mezzanine Loan have each been fully satisfied, a "Sponsor-designee" shall include the Construction Lender and Mezzanine Lender, if they acquire interest in the Property by means of foreclosure or deed in lieu of foreclosure, unless they decide otherwise.

A "Sponsor-designee" shall have the right to designate a person or entity to succeed to its rights and any such designee shall also be deemed a "Sponsor-designee".

"Construction Lender" means Pacific Western Bank and its agents, successors and/or assigns.

"Construction Loan" means, collectively, that building mortgage loan in the maximum principal amount of up to \$21,695,000.00, that project mortgage loan in the maximum principal amount of \$3,430,000.00, and that senior mortgage loan in the maximum principal amount of \$18,000,000.00 given by Construction Lender to Sponsor dated as of December 18, 2015.

"Insurance Trustee" means the Construction Lender who shall serve as the Insurance Trustee so long as Sponsor has a mortgage loan encumbering any Unsold Units in favor of the Construction Lender. The Construction Lender shall be the initial Insurance Trustee and shall remain the Insurance Trustee until such time the Construction Lender's mortgage liens have been fully satisfied.

“Mezzanine Borrower” means WWML96MEZZ, LLC.

“Mezzanine Lender” means Terra Secured Income Fund 5, LLC and its agents, successors and/or assigns.

“Mezzanine Loan” means that certain loan in the amount of up to \$17,050,000.00 given by Mezzanine Lender to Mezzanine Borrower dated as of December 18, 2015.

21. 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.

22. CAPTIONS. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provision thereof.

23. GENDER. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

24. DEVELOPMENT RIGHTS. Sponsor reserves the right, for itself, its successors and assigns, to sell and transfer floor area, as defined in the Zoning Resolution of the City of New York (the “Zoning Resolution”) and development rights to other buildings and to retain the entire consideration for such transfer. The term “development rights” shall mean any right under the present or any applicable future zoning law to use such floor area to increase the size of the Building and any rights appurtenant thereto. However, under no circumstances will Sponsor transfer 62.4 square feet of development rights in the Building acquired from the adjacent parcel located at 300 East 96th Street, New York, New York.

Neither any Unit Owner nor the Board shall have any right, title or interest in such floor area and development rights. Neither any Unit Owner nor the Board shall be deemed to be a “party in interest,” as defined in Section 12-10 of the Zoning Resolution of the City of New York, for the purpose of any such transfer, and should not be listed in a Certification of Parties in Interest thereto. Neither a Unit Owner nor the Board shall be a party to any documents for the purpose of any such transfer, including, without limitation, Purchase and Sale of Development Rights Agreement, Zoning Lot Development and Easement Agreement, Declaration of Zoning Lot Restrictions, Waiver of Declaration of Zoning Lot Restrictions, Light and Air Easement.

IN WITNESS WHEREOF, Sponsor has duly executed this Declaration the _____ day of _____, 20__.

WWML96, LLC

By: _____

**SCHEDULE A
TO THE DECLARATION**

VITRE CONDOMINIUM
302 East 96th Street
New York, NY 10128
Block: 1558, Lots:

Legal Description of Land

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and describe as follows:

BEGINNING at a point on the southerly side of 96th Street, distant 100 feet easterly from the corner formed by the intersection of the southerly side of 96th Street with the easterly side of Second Avenue;

RUNNING THENCE southerly, parallel with the easterly side of Second Avenue, 100 feet 8-1/2 inches;

THENCE easterly and parallel with the southerly side of 96th Street, 50 feet;

THENCE northerly again parallel with the easterly side of Second Avenue, 100 feet 8-1/2 inches to the southerly side of 96th Street;

THENCE westerly, along the said southerly side of 96th Street, 50 feet to the point or place of BEGINNING.

**SCHEDULE B
TO THE DECLARATION**

**SCHEDULE C
TO THE DECLARATION**

BY-LAWS OF
VITRE CONDOMINIUM
302 East 96th Street
New York, NY 10128

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ARTICLE I PLAN OF UNIT OWNERSHIP

Section 1. Unit Ownership. The land situated in the Borough of Manhattan, City and State of New York, (hereinafter called the “Land”), together with the building and improvements thereon erected, (hereinafter called the “Building”), (the Building and the Land are collectively hereinafter called the “Property”), has been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York, (hereinafter called the “Condominium Act”), by the Declaration recorded in the Office of the Register of the City of New York, simultaneously herewith. The Condominium thereby shall hereinafter be known as Vitre Condominium.

Residential Units and Parking Units are collectively hereinafter called the “Units”, or the “Unit”, where applicable.

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, the Common Elements and Limited Common Elements), owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of the Condominium Act.

Section 3. Application. All present and future owners, mortgagees, lessees and occupants of Units, and any other persons who may use the facilities of the Property in any manner are subject to these By-Laws, the Rules and Regulations attached hereto as Schedule A and the provisions of the Declaration.

The acceptance of a deed or conveyance or the entering into of a lease for a Unit or the act of occupying a Unit shall constitute an agreement that these By-Laws, the Rules and Regulations attached hereto and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

Section 4. Office. The office of the Condominium and of the Board of Managers shall be located at the Property.

ARTICLE II BOARD OF MANAGERS

Section 1. Number, Qualification and Term. The affairs of the Condominium shall be governed by a Board of Managers. The number of Managers, which shall constitute the whole Board of Managers, shall not be less than three (3) and not more than five (5). Until succeeded by the Managers elected at the first meeting of Unit Owners called for such purpose, Managers need not be Unit Owners. Thereafter, all Managers, other than representatives of Sponsor, shall be Unit Owners, the principal or officer of a Unit Owner or the spouse of a Unit Owner. The number of Managers elected at the first such meeting shall be five (5). Thereafter, within the

limits above specified, the number of Managers shall be determined by the Unit Owners at their annual meetings. The Managers shall be elected by the Unit Owners at their annual meetings. There shall always be an odd number of Managers.

Managers designated by Sponsor shall serve until the election and qualification of Managers elected at the first meeting of Unit Owners. Managers elected at the first meeting of Unit Owners, and at meetings subsequent thereto, shall serve until the next annual meeting of Unit Owners and until the election and qualification of their respective successors.

Section 2. Powers and Duties. The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all 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:

- (a) contracting for necessary services for the operation, care, upkeep and maintenance of the Common Elements;
- (b) determining the Common Expenses and Common Charges required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Property;
- (c) collecting the Common Charges and expenses of the Condominium from the Unit Owners;
- (d) employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements;
- (e) adopting and amending the Rules and Regulations covering the details of the operation and use of the Property subject to the right of the Unit Owners to overrule the Board (See Article VI, Section 16);
- (f) opening bank accounts on behalf of the Condominium and designating the signatories required therefor;
- (g) purchasing or otherwise acquiring, in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners, Units offered surrendered by their Owners to the Board of Managers;
- (h) purchasing Units at foreclosure or other judicial sale in the name of the Board of Managers or its designee, corporate or otherwise on behalf of all Unit Owners;
- (i) 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 as a condominium, as described in the Declaration and these By-Laws;
- (j) selling, leasing, mortgaging (but not voting the votes appurtenant thereto), or otherwise dealing with Units acquired by the Board of Managers or its designee, corporate or otherwise on behalf of all Unit Owners;
- (k) organizing corporations to act as designees of the Board of Managers in acquiring title to or leasing of Units on behalf of all Unit Owners;

- (l) obtaining and reviewing insurance for the Property, including the Units, pursuant to the provisions of Article VI, Section 2 hereof;
- (m) making repairs, additions and improvements to or alterations of the Property and repairs to and restoration of the Property in accordance with the other provisions of these By-Laws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;
- (n) negotiating and settling all claims and actions relating to the Condominium;
- (o) borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements, provided, however, that
 - (a) the consent of a majority of all Unit Owners shall be required for the borrowing of any sum in excess of \$50,000 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 written 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 (o), is not repaid by the 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 the Unit Owners in the Common Elements, shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against the Unit Owner's Unit;
- (p) levying fines against Unit Owners for violations of the Rules and Regulations governing the operation and use of the Property and levying late payment charges against Unit Owners for late payment of their Common Charges;
- (q) notwithstanding anything to the contrary contained in these By-Laws, so long as Sponsor or any Sponsor-designee shall continue to own Units, the percentage Common Interest of which, in the aggregate, equals more than 25%, but in no event later than five (5) years following the closing date of the first Unit, the Board of Managers may not, without Sponsor's or Sponsor-designee's prior written consent,
 - (a) increase the number, or change the type, of employees provided for in Schedule B,
 - (b) make any addition, alteration or improvement to the Common Elements or to any Unit or
 - (c) assess any Common Charge for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund, except that Sponsor will consent to replacements to the contingency fund provided for in Schedule B of the condominium offering plan for the Property to the extent that the aggregate amount of such fund does not exceed 10% of the budgeted expenses of the Condominium or

- (d) borrow money on behalf of the Condominium (except where necessary to perform work required by applicable law or regulations, or remedy violations or a mortgagee's work order(s) to the extent that existing reserves are insufficient).

As long as Sponsor or any Sponsor-designee shall continue to own a Unit, the Board of Managers may not, without the prior written consent of Sponsor or Sponsor-designee:

- (a) amend the Declaration, the By-Laws or the Rules and Regulations attached hereto so as to limit in any way or eliminate rights of Sponsor or Sponsor-designee under the Declaration, the By-Laws or the Rules and Regulations attached hereto or
- (b) interfere with the offer and sale or leasing of Units or the operation of general, sales or leasing offices at the Property or interfere with actions necessary for construction, renovation, repair or correction at the Property, as required by Sponsor.

Sponsor or Sponsor-designee shall have the right to withhold its consent to any of the foregoing actions. However, notwithstanding the provisions of this Section 2(q), Sponsor or Sponsor-designee shall not withhold its consent, or use its veto power, to the making of capital repairs or replacements to the Common Elements or assessment of any Common Charge for expenses required to comply with applicable law or regulations, or remedy any notice of violation or an insurer's work order(s), or to preserve the safety of the Building or the safety of its occupants. Sponsor may not exercise veto power over expenses in Schedule B.

- (r) establishing the reserve fund, which will be used only for capital expenditures. The amount of the reserve fund will be equal to 10% of the projected annual budget of the Condominium, including the reserve amount.

Section 3. Managing Agent and Manager. The Board of Managers may employ for the Condominium a managing agent and/or a manager, at a compensation established by the Board of Managers, to perform such duties and services as the Board of Managers shall authorize. The Board of Managers may delegate to the managing agent or manager, all of the powers granted to the Board of Managers by these By-Laws other than the powers set forth in subdivisions (b), (e), (f), (g), (h), (i), (j), (k), (n), (o) and (p) of Section 2 of this Article II.

Section 4. First Board of Managers. The first Board of Managers shall consist of persons designated by Sponsor, who shall hold office and exercise all powers of the Board of Managers until the first meeting of Unit Owners called for the purpose of electing Managers. Any or all of said Managers shall be subject to replacement in the event of resignation or death in the manner set forth in Section 6 of this Article.

Section 5. Removal of Members of the Board of Managers. At any regular or special meeting of Unit Owners, any one or more of the members of the Board of Managers may be removed without cause by the affirmative vote of Unit Owners whose aggregate Common

Interest exceeds 50% of the Common Interest of the Condominium, and a successor may then and there or thereafter be elected to fill the vacancy thus created.

At any regular or special meeting of the members of the Board of Managers, any one or more of the members of the Board of Managers may be removed for cause by the affirmative vote of the remaining members of the Board of Managers, and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Managers whose removal has been proposed for cause 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, the principal or officer of a Unit Owner or the spouse of a Unit Owner, unless such member is Sponsor or Sponsor-designee, he or she shall be deemed to have resigned, effective as of the date such ownership interest ceased.

If a member of the Board of Managers designated by Sponsor or Sponsor-designee is removed by either the Board of Managers or Unit Owners, then only Sponsor or Sponsor-designee shall have the right to designate a replacement.

Section 6. Vacancies. Vacancies on the Board of Managers caused by any reason, other than the removal of a member thereof by a vote of the Unit Owners, shall be filled by a vote of the majority of the remaining members at a special meeting of the Board of Managers held for that purpose, promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Managers until a successor is elected and qualified at the next annual meeting of the Unit Owners. If all members of the Board of Managers die or resign, any Unit Owner may call a special meeting of Unit Owners as provided herein, and Managers for the unexpired term may be elected at such special meeting in the manner provided for their election at the annual meeting. Notwithstanding the foregoing, vacancies of members designated by Sponsor or Sponsor-designee shall be filled only by a person designated by Sponsor or Sponsor-designee.

Section 7. Organization Meeting. The first meeting of the members of the Board of Managers following the annual meeting of the Unit Owners shall be held within ten (10) days thereafter, at such time and place as shall be fixed by a majority of the members of the Board of Managers, elected at the meeting at which they shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Managers in order to legally constitute such meeting, providing a majority of the whole Board of Managers shall be present thereat.

Section 8. Regular Meetings. Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Managers, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Managers shall be given to each member of the Board of Managers, by mail, at least five (5) business days prior to the day named for such meeting. The business to be transacted at any regular meeting of the Board of Managers need not be specified in the notice of such meeting.

Section 9. Special Meetings. Special meetings of the Board of Managers may be called by the President on three (3) business days' notice to each member of the Board of Managers. Notice of special meetings shall be given by mail or personal delivery to each member of the Board of Managers and shall state the time, place and purpose of the meeting. Special meetings of the Board of Managers shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) members of the Board of Managers.

Section 10. Waiver of Notice. Any member of the Board of Managers may at any time waive notice of any meeting of the Board of Managers in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Managers at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. Quorum of Board of Managers. At all meetings of the Board of Managers, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Managers present at a meeting at which a quorum is present shall constitute the decision of the Board of Managers. If, at any meeting of the Board of Managers, there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time, without notice other than the announcement at the meeting, until a quorum shall be present. 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 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.

If there are non-Sponsor members of the Board of Managers, and there is a vote on whether to sue Sponsor, the Sponsor's board representative cannot lawfully vote on that issue.

Section 12. Fidelity Bonds. The Board of Managers may obtain fidelity bonds in the amount of \$50,000.00 or more for all officers and employees of the Condominium handling or responsible for Condominium funds and for the managing agent. The premiums on such bonds, if obtained, shall constitute a Common Expense.

Section 13. Compensation. No member of the Board of Managers shall receive any salary or compensation from the Condominium for his or her services as Manager.

Section 14. Liability of the Board of Managers. The members of the Board of Managers 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 severally indemnify and hold harmless each of the members of the Board of Managers against any liability or claims except those arising out of the bad faith or willful misconduct of the members of the Board of Managers. A Unit Owner's liability is limited to such proportionate share of the total liability as the Common Interests of such Unit Owner bear to the aggregate

Common Interest of all Unit Owners and such Unit Owner's interest in his or her Unit's and its appurtenant Common Interest, unless otherwise provided by law. 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 understood and permissible for the original Board of Managers who are members of Sponsor, to contract with Sponsor and affiliated corporations without fear of being charged with self-dealing. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Managers or out of the aforesaid indemnity in favor of the members of the Board of Managers shall be limited to such proportion of the total liability thereunder as his or her interest in the Common Elements bears to the interests of all the Unit Owners in the Common Elements. Every agreement made by the Board of Managers or by the managing agent or by the manager, on behalf of the Condominium, shall provide that the members of the Board of Managers, or the managing agent, or the manager, as the case may be, are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his or her interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.

Section 15. 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 a member designated by Sponsor or Sponsor-designee, so long as Sponsor or Sponsor-designee has the right to designate a member of the Board. 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 may not exercise any of the powers set forth in subdivisions (b), (e), (g), (h), (i) and (o) of Section 2 of Article II.

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. The members of any such committee, at least one of whom shall be designated by Sponsor or Sponsor-designee, so long as Sponsor or Sponsor-designee has the right to designate a member of the Board, shall be appointed by the President of the Condominium. The members of any such committee need not be a member of the Board of Managers, but must be eligible to be elected to the Board of Managers. Such committee shall not have power to do any act, which the Executive Committee may not do under Section 15 of Article II.

ARTICLE III UNIT OWNERS

Section 1. Annual Meetings.

A. Within thirty (30) days after the closing of title to Units whose aggregate Common Interest equals more than 50%, or five (5) years after the first closing, whichever is

sooner, Sponsor shall call a special Unit Owners meeting for the purpose of electing a Board of Managers. At such meeting, the Board of Managers shall resign and a new Board shall be elected by the Unit Owners. Thereafter, annual meetings shall be held on or about the anniversary of such date each succeeding year. At such meetings, there shall be elected by ballot of the Unit Owners a Board of Managers in accordance with the requirements of Article II of these By-Laws. The Unit Owners may also transact such other business of the Condominium as may properly come before them.

B. Sponsor or Sponsor-designee shall not retain voting control of the Board of Managers for more than five (5) years after the closing date or whenever Sponsor or Sponsor-designee shall transfer title to Units, the percentage Common Interest of which, in the aggregate, equals more than 50% whichever first occurs. Sponsor, during the time there are Unsold Units, will have the right to, and intends to, vote the percentage of Common Interests allocated to such Units, but subsequent to its relinquishing voting control of the Board of Managers. Sponsor will not use such vote to elect a particular individual to the Board of Managers, which would, by the election of such individual, give Sponsor voting control of the Board. So long as Sponsor or Sponsor-designee shall continue to own: (i) Units representing 40% or more in Common Interest Sponsor or Sponsor-designee shall have the right to elect one less than a majority of the members of the Board of Managers; or (ii) Units representing less than 40% in Common Interest, Sponsor or Sponsor-designee shall have the right to elect at least one (1) member of the Board of Managers. The Unit Owners may transact such other business at such meetings as may properly come before them.

Notwithstanding Section 1B or anything to the contrary stated anywhere in the Declaration or these By-Laws, and until the Construction Loan and the Mezzanine Loan have each been fully satisfied, if there is a default under either senior loan document or mezzanine loan documents, the Construction Lender and Mezzanine Lender shall have the right to elect members on behalf of Sponsor.

Section 2. Place of Meetings. Meetings of the Unit Owners shall be held at the principal office of the Condominium or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Managers.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners as directed by the Board of Managers or upon a petition signed by a majority of the Unit Owners as defined in Section 9 of this Article III having been presented to the Secretary. 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 for such meeting.

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 thirty (30) 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 building or at such other address as such Unit Owner shall have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided for 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 of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting from time to time, without notice other than the announcement at the meeting, until a quorum shall be present. No such adjourned meeting shall be held earlier than 48 hours from the time the prior meeting was called.

Section 6. Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

- (a) call to order;
- (b) roll call and presentation and examination of proxies;
- (c) presentation of proof of due calling of meeting;
- (d) reading of minutes of previous meeting;
- (e) reports of officers;
- (f) report of Board of Managers;
- (g) reports of committees;
- (h) appointment of inspectors of election (when so required);
- (i) election of members of the Board of Managers (when so required);
- (j) unfinished business;
- (k) new business;
- (l) adjournment.

Section 7. Title to Units. Title to Units may be taken in the name of an individual or in the names of two (2) or more persons, as joint tenants, tenants-in-common, tenants by the entirety or in the name of a corporation or partnership, or in the name of a fiduciary or trust, estate, unincorporated association, syndicate, joint venture, organization, government or any department or agency thereof, or any other entity permitted to own real property in the State of New York. The term "Unit Owner" as used in these By-Laws shall include any person, group of persons, association or entity taking title as set forth in this Section. The above shall not constitute consent of any activity not permitted under existing certificates of occupancy, zoning requirements or other applicable law or regulation.

Section 8. Voting. The Owner or Owners of each Unit, or some person designated by such Owner or Owners to act as proxy on their behalf, 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 but need not be acknowledged or witnessed and shall be filed with the Secretary at or previous to the time of the meeting 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 Unit Owners. The Owners of each Unit (including Sponsor or Sponsor-designee, if Sponsor or Sponsor-designee shall then own one or more Units) shall be entitled to cast one vote for each 1% of interest in the Common Elements attributable to the Unit or Units owned by them on all matters put to a vote at all meetings of Unit Owners; except that, when voting for the election of members of the Board of Managers, each Unit Owner: (i) shall be entitled to one vote for each 0.01% of Common Interest attributable to his or her Unit per member to be elected, and (ii) shall not have the right to cumulate his or her votes in favor of any one or more members to be elected. If one or more

Units are owned by more than one person as joint tenants, tenants-in-common, tenants by the entirety or in the name of a corporation or partnership or other entity permitted for herein, the persons owning said Unit shall agree among themselves and cast the votes for their Unit. A fiduciary shall be the voting member with respect to any Unit in a fiduciary capacity. Any Unit or Units owned by the Board of Managers or its designee, corporate or otherwise shall not be entitled to vote.

Section 9. Majority of Unit Owners. As used in these By-Laws the term “majority of Unit Owners” shall mean those Unit Owners having greater than 50% of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners, determined in accordance with the provisions of Section 8 of this Article III.

Section 10. Quorum. Except as otherwise provided for in these By-Laws, the presence in person or by proxy of a majority of Unit Owners shall constitute a quorum at all meetings of the Unit Owners.

Section 11. Majority Vote. 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 purposes except where, in the Declaration or these By-Laws or by law, a higher percentage vote is required.

Section 12. Action Without Meeting. 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.

ARTICLE IV OFFICERS

Section 1. Designation. The principal officers of the Condominium shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Managers. The Board of Managers may appoint an Assistant Treasurer, an Assistant Secretary, and such other officers as in its judgment may be necessary. The President and Vice President, but no other officers, each must be both a member of the Board of Managers and either a Unit Owner, the principal or officer of a Unit Owner, or the spouse of a Unit Owner.

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 and until their successors are elected.

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 or her 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.

Section 4. President. The President shall be the chief executive officer of the Condominium. He shall preside at all meetings of the Unit Owners and of the Board of Managers. He shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York, including but not limited to, the power to appoint members of committees created by the Board of Managers 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 shall appoint some other member of the Board of Managers to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Managers or by the President.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Board of Managers; he shall have charge of such books and papers as the Board of Managers may direct; and he shall in general perform all the duties incident to the office of secretary of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 7. Treasurer. The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping 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 moneys and other valuable effects in the name of the Board of Managers, or the managing agent, in such depositories as may from time to time be designated by the Board of Managers, and he shall, in general, perform all the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 8. Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any two (2) officers of the Condominium or by such other person or persons as may be designated by the Board of Managers.

Section 9. Compensation of Officers. No officer shall receive any salary or compensation from the Condominium for his or her services as officer.

Section 10. Liability of Officers. The officers of the Condominium shall have the same rights and liabilities as the members of the Board of Managers under Article II Section 14 of these By-Laws.

ARTICLE V NOTICES

Section 1. Definition. Whenever, under the provisions of the Declaration or of these By-Laws, notice is required to be given to the Board of Managers, any manager, Unit Owner or mortgagee, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to the Board of Managers, any manager, Unit Owner or mortgagee at such address as appears on the books of the Condominium. Members of the Board of Managers may be given notice in writing personally delivered to them.

Section 2. Service of Notice Waiver. Whenever any notice is required to be given under the provisions of the Declaration or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 3. Service on Mortgagee. The Board of Managers shall give the mortgagee and guarantor of the mortgage on any unit in the condominium timely written notice of:

- (a) any condemnation or casualty loss that affects either a material portion of the condominium or the unit securing its mortgage;
- (b) any sixty (60) day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage;
- (c) a lapse, cancellation, or material modification of any insurance policy maintained by the homeowners' association; and
- (d) any proposed action that requires the consent of a specified percentage of mortgagees.

Notwithstanding Article V or anything to the contrary stated anywhere in the Declaration or these By-Laws, and until the Construction Loan and the Mezzanine Loan have each been fully satisfied, the Board of Managers shall give any notice or demand required by this Article V, by registered or certified mail return receipt requested or by Federal Express or other reputable overnight courier, with receipt confirmed, to:

Pacific Western Bank
5404 Wisconsin Avenue, 2nd fl.
Chevy Chase, MD 20815

Terra Secured Income Fund 5, LLC
805 Third Avenue
New York, NY 10022

ARTICLE VI OPERATION OF THE PROPERTY

Section 1. Determination of Common Expenses and Fixing of Common Charges.

The Board of Managers shall from time to time, at least annually, prepare a budget for the Condominium, determine the amount of Common Charges payable by the Unit Owners to meet the Common Expenses of the Condominium and allocate and assess such Common Charges among the Unit Owners according to their respective Common Interests. The Board of Managers, in apportioning expenses for insurance on the Building may take into consideration higher premium rates on some units than on others. The 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 VI and the fees and disbursements of the Insurance Trustee, if any.

The Common Expenses shall 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, and for a reserve fund for capital expenditures only, to make up any deficit in the Common Expenses for any prior year.

The Common Expenses may also include such amounts as may be required for the purchase by the Board of Managers or its designee, corporate or otherwise on behalf of all Unit Owners, of any Unit, which is to be sold at a foreclosure or other judicial sale, together with such amounts as may be necessary to maintain such Units.

The Board of Managers shall also, where necessary, impose an assessment or additional Common Charge in order to meet any unanticipated Common Expense. The Board of Managers shall advise all Unit Owners, promptly, in writing, of the amount of Common Charges payable by each of them, respectively, as determined by the Board of Managers, as aforesaid, and shall furnish copies of each budget on which such charges are based, to all Unit Owners and to their mortgagees, if so required.

Sponsor or Sponsor-designee shall be responsible for the Common Charges assessed against a Unit owned by it from the date of the first Unit closing until such Unit is sold to a bona fide purchaser.

Section 2. Insurance. The Board of Managers shall be required to obtain and maintain, to the extent obtainable, the following insurance:

- (a) fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the Building containing the Units (including all of the Units and the fixtures initially installed therein by Sponsor or by prior construction and any other property usual to the servicing and general occupancy, but not including improvements, furniture, furnishings or other personal property supplied or installed by Unit Owners), together with all service machinery and equipment 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 to be determined by the Board of Managers but in no event to be less than 80% of the full replacement cost of the Building, including the above noted items, but exclusive of footings and foundations, as approved by a fire insurance company or a qualified insurance broker; each of said policies shall contain a Condominium Property Endorsement and a New York standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee, if any, as herein provided;

- (b) worker's compensation insurance if the Condominium has employees;
- (c) disability benefits insurance if the Condominium has employees; and
- (d) such other insurance as the Board of Managers may determine.

Notwithstanding Section 2(a) or anything to the contrary stated anywhere in the Declaration or these By-Laws, and until the Construction Loan and the Mezzanine Loan have each been fully satisfied, Board of Managers shall be required to obtain and maintain fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the Building containing the Units (including all of the Units and the fixtures initially installed therein by Sponsor or by prior construction and any other property usual to the servicing and general occupancy, but not including improvements, furniture, furnishings or other personal property supplied or installed by Unit Owners), together with all service machinery and equipment 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 100% of the full replacement cost of the Building, including the above noted items, as approved by a fire insurance company or a qualified insurance broker.

All policies of physical damage insurance shall provide that adjustment of loss shall be made by the Board of Managers (with the approval of the Insurance Trustee, if any, if more than \$50,000.00), and that the total proceeds thereof, if \$50,000.00 or less, shall be payable to the Board of Managers, and if more than \$50,000.00, shall be payable to the Insurance Trustee, if any.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro-rata liability of the insured as a result of any insurance carried by Unit Owners or of invalidity arising from any acts of the insured or any Unit Owners, and the individual Unit Owners as well as the Condominium shall be primary insureds to the extent as their interests shall also appear. Such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including all mortgagees of Units. 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 if so requested in writing by them.

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. Until the first meeting of the Board of Managers elected by the Unit Owners the public liability insurance will be in a limit of at least \$1,000,000.00 covering all claims for bodily injury with respect to any one occurrence.

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. Such policies shall be so endorsed so as to state that they will in no way conflict with any insurance carried by the Board of Managers.

If, by reason of the occupancy or use of a Unit, the rate of fire or liability insurance for the Property shall be increased, such Unit Owner shall (if such occupancy or use continues for more than thirty (30) days after written notice from the Board of Managers specifying the occupancy or use) become liable for the additional insurance premiums incurred by the Condominium as if such additional premium constituted an assessment.

During the time in which Sponsor is in control of the Board of Managers, the insurance coverage will not be less than that required by the Department of Law.

Section 3. Repair or Reconstruction After Fire or Other Casualty. In the event of a fire or other casualty which damages or destroys less than 75% of the Building containing the Units, the Board of Managers shall arrange for the prompt repair and restoration of the Building containing the Units (including any damaged Units, and any kitchen and bathroom fixtures and floor coverings initially installed therein by Sponsor, but not including any wall, ceiling or floor decorations or coverings or other improvements, furniture, furnishings, fixtures, appliances or equipment installed in the Units by the Unit Owners), and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies in appropriate progress payments for distribution to the contractors engaged in such repairs and restoration. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a Common Expense and the Board of Managers may assess all the Unit Owners for such deficit as part of the Common Charges.

If 75% or more of the Building containing the Units is destroyed or substantially damaged and Unit Owners whose percentage of Common Interest totals 75% in the aggregate of the total Common Interest do not duly and promptly resolve to proceed with repair or restoration, the Property shall be subject to an action for partition at the suit of any Unit Owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies (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 or her Unit, in the order of the priority of such liens.

Whenever in this Section the words “promptly repair” are used it shall mean repairs are to begin not more than sixty (60) days from the date the Insurance Trustee notified the Board of Managers and the Unit Owner or Unit Owners that it shall hold proceeds of insurance funds sufficient to pay the estimated costs of such work; or not more than ninety (90) days after the Insurance Trustee notified said Board of Managers and Unit Owner or Unit Owners that such funds are insufficient to pay said estimated costs and advising them of the amount of the required completion bond, if necessary. If there is no Insurance Trustee, then the aforementioned sixty (60) and ninety (90) day periods shall be from the date of notification by an insurance adjuster retained by the Board of Managers. Wherever the words, “promptly resolve” are used it shall mean not more than sixty (60) days from the date of receipt of said insurance funds.

Section 4. Payment of Common Charges. All Unit Owners shall be obligated to pay the Common Charges assessed by the Board of Managers pursuant to the provisions of Section 1 of this Article VI at such time or times as the Board of Managers shall determine.

No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against his or her Unit subsequent to a sale, transfer or other conveyance by him (made in accordance with the provisions of Section 1 of Article VIII of these By-Laws) of such Unit, together with the Appurtenant Interests, as defined in Section 1 of Article VIII hereof. In addition, any Unit Owner may, subject to the terms and conditions specified in these By-Laws, provided that his or her Unit is free and clear of liens and encumbrances, other than permissible mortgages and the statutory lien for unpaid Common Charges, convey his or her 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. Purchaser of a Unit shall be liable for the payment of Common Charges assessed and unpaid against such Unit prior to the acquisition by him of such Unit.

However, any first mortgagee who obtains title to a condominium unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six (6) months of the unit's unpaid regularly budgeted common charges accrued before acquisition of the title to the unit by the mortgagee. Any first mortgagee who obtains title to a condominium unit pursuant to the remedies in the mortgage or through foreclosure will be liable for any fees or costs related to the collection of the unpaid common charges.

Section 5. Collection of Common Charges and Assessments. The Board of Managers shall assess Common Charges against the Unit Owners from time to time at least annually and shall take prompt action to collect any Common Charges due from any Unit Owner, which remains unpaid for more than thirty (30) days from the due date for payment thereof. The Board of Managers shall also take prompt action to collect any assessment due from any Unit Owner, which remains unpaid for more than thirty (30) days from the due date thereof. Common Charges and assessments shall be paid by the fifth day of the month in which they are due or they shall be deemed to be late. The Board of Managers shall have the right to place a lien

against a Unit whose Owner fails to pay common charges for the Unit within fifteen (15) days of same becoming due and payable.

Section 6. Default in Payment of Common Charges or Assessments. 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 highest legal rate on such Common Charges or assessments from the due date thereof, together with all expenses, including late fees charged by the Board of Managers and 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 to recover the same brought against such Unit Owner, or by foreclosure of the lien on such Unit granted by Section 339-z of the Real Property Law of the State of New York, in the manner provided in Section 339-aa of the Real Property Law of the State of New York. A Unit Owner defaulting in the payment of Common Charges or assessments shall not be permitted to vote at any regular or special meeting of Unit Owners.

SPONSOR SHALL CAUSE THE BOARD OF DIRECTORS TO FILE A LIEN AS PROVIDED FOR IN SECTION 339-aa OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK ON UNITS IN WHICH SPONSOR IS MORE THAN THIRTY (30) DAYS IN ARREARS OF COMMON CHARGES WHILE IT IS IN CONTROL OF THE BOARD OF MANAGERS.

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 or her 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 the power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same (but not to vote the votes appurtenant to). 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 and Assessments. The Board of Managers, managing agent or manager shall promptly provide any Unit Owner so requesting the same in writing, with a written statement of all unpaid Common Charges due from such Unit Owner.

Section 9. 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 right 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 provisions hereof (provided, however, that no prior notice shall be required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Property of the Condominium or for the safety of residents of the Condominium or other persons or required to avoid the suspension of any necessary service to the Condominium); or

- (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; and
- (c) in any event, charge the Unit Owner with the cost of reasonable legal and other fees and costs incurred in enjoining, abating or remedying such violation, which costs and fees shall be deemed a Common Charge against the Unit Owner.

Section 10. Maintenance and Repairs.

A. All maintenance of and repairs to any Unit, ordinary or extraordinary, and to the doors (except the painting of the exterior side of Unit entrance door), windows (except the painting and cleaning of the exterior side of windows), electrical (except the Common Elements), plumbing (except the Common Elements) and heating fixtures, air conditioning units and appliances, if any, within the Unit or belonging to the Unit Owner will be at the Unit Owner's expense, except as otherwise specifically provided herein.

B. All maintenance, repairs and replacements to the Common Elements as defined in the Declaration, and the painting, decorating, maintenance and repairs of the exterior side of Unit entrance doors and windows, and the cleaning of the exterior side of windows and the replacements of the windows and Unit entrance doors will be made by the Board of Managers and be charged to all the Unit Owners as a Common Expense, except to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense will be charged to such Unit Owner. Maintenance, repair and replacements in or to the Limited Common Elements as defined in the Declaration will be performed:

- (a) by the Board of Managers as a Common Expense, if such Limited Common Element involves structural or extraordinary maintenance, repairs or replacements (including, but not limited to, all necessary waterproofing of the Limited Common Elements except as set forth below, and the repair of any leaks that are not caused by the acts or omissions of the Unit Owner, having direct and exclusive access thereto), or
- (b) the Unit Owner having direct and exclusive access thereto at his or her sole cost and expense, if involving non-structural ordinary maintenance, repairs or replacements, including but not limited to painting, decorating and/or maintenance, waterproofing, repair and/or replacement of decking, tile or railings and/or means of terrace or balcony access constructed or installed by or at the request of the Unit Owner, or as a result of the Unit Owner's negligence, misuse or neglect.

All maintenance, repairs and replacements of the Storage Spaces will be made by the users of those Storage Spaces. The users of those Storage Spaces will also repair all damage to the Building and the Storage Spaces by moving of their property, furniture or equipment.

Section 11. Restrictions on Use of the Units, the Common Elements and the Limited Common Elements. 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. Each Residential Unit may be used as a residence only.

Each Parking Unit shall be used solely for the storage of passenger motor vehicles of the owners of the Parking Unit, except that, in the event a Parking Unit is not used by its owners, it may be rented by its owners to persons other than the owners thereof.

Notwithstanding the foregoing, Sponsor or Sponsor-designee shall have the right, without the vote or consent of the Board of Managers, other Unit Owners or the holders of Unit mortgages,

- (a) to maintain general, sales or leasing offices in one or more or elsewhere on the Property, to use one or more Units as models and for other promotional purposes and to erect and maintain signs on the Property;
- (b) to have its employees, contractors and sales agents present on the Property;
- (c) to do all things necessary or appropriate, including the use of the Common Elements, to sell or lease Units and to complete construction of the Building or Units and to comply with its obligations.

B. The Common Elements and the Limited Common Elements may only be used for the furnishing of the services and facilities for which they are reasonably suited and which are incidental to the use and occupancy of Units. However, the Common Elements and the Limited Common Elements may not be used as a dwelling space, and for kindling, building, maintaining or using an open fire, including, without limitation, charcoal, piped natural gas, LPG fired or electrical barbecues.

The Storage Spaces may only be used for storage of personal effects of Residential Units PH5 and PH6. In no event shall any (a) valuable items, (b) animals, (c) food or other perishable items, (d) hazardous substances, (e) flammable, combustible, explosive or other dangerous items, (f) items which have an objectionable odor or which may spoil or decay, or (g) items which may impose a health or safety threat or cause dirt or other sanitary problems or create a nuisance, be stored therein. The Storage Space may not be used as dwelling space. The use of a Storage Space as a dwelling space may result in a violation being placed against the Building. The Unit Owner, who caused the violation, will be obligated to remove it and pay all fines associated with the violation.

C. No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.

D. No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be eliminated, by and at the sole expense of the Unit Owners, or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.

E. No portion of a Unit other than the entire Unit, including any Limited Common Elements appurtenant thereto, may be rented.

Section 12. Additions, Alterations or Improvements by the Board of Managers.

Subject to the provisions of Section 2 of Article II of these By-Laws, whenever in the judgment of the Board of Managers the Common Elements shall require additions, alterations or improvements (but not maintenance) costing in excess of \$30,000.00, and the making of such additions, alterations or improvements shall have been approved by a majority of the Unit Owners, the Board of Managers shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a Common Expense. Any additions, alterations or improvements costing \$30,000.00 or less may be made by the Board of Managers without approval of the Unit Owners and the cost thereof shall constitute part of the Common Expenses.

Section 13. Additions, Alterations or Improvements by Unit Owners. Except as provided below, no Unit Owner shall make any addition, alteration or improvement in or to his or her Unit which is structural or which affects the exterior of the Building or the value of other Units, without the prior written consent thereto of the Board of Managers which consent shall not be unreasonably withheld. Any requests for consent to make additions, alterations or improvement in a unit which is structural in nature, or affects the exterior of the Building of the value of other unit, must be made via certified mail with return receipt. The Board of Managers must grant or deny such consent within thirty (30) days of receiving a request for such consent. If such request is neither granted nor denied within forty five (45) days of receipt of the notice, such request shall be deemed granted. In connection with the approval of any addition, alteration or improvement by a Unit Owner as required herein, the Board of Managers may require that such Unit Owner enter into a written agreement, reasonably satisfactory to the Board of Managers, regarding such work. Such agreement may include, but shall not be limited to, provisions for adequate insurance, indemnification of the Condominium and the Board of Managers, submission of all plans and specifications to the Board of Managers, and restrictions on the hours during which the work may be done. Any application to any department of the City of New York or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any Unit 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 or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom.

In the event the Board of Managers grants its consent to any addition, alteration or improvement to be made by a Unit Owner in accordance with the provisions of this Section 13, such consent shall be deemed to provide that any such work shall be at the Unit Owner's sole cost and expense, that work shall be done in accordance with all governmental or quasi-governmental laws, rules, regulations, codes and ordinances, that all work shall be done by reputable contractors with adequate liability, property damage and worker's compensation insurance (certificates of which shall be delivered to the Board of Managers prior to the commencement of construction), that any additions, alterations or improvements, shall be maintained in their entirety by said Unit Owner who shall also be responsible for any repairs, including structural repairs, to such area in any event, and to the Unit and any Common Elements where such repairs become necessary, due to additional stresses caused by such addition, alteration, or improvement, or due to improper design or construction of such addition, alteration, or improvement, and such approval shall further provide that the Unit Owner shall reimburse the Board of Managers for any out-of-pocket expenses incurred by the Board of Managers in connection with the granting of such approval and for any services provided in connection with such addition, alteration, or improvement; such expenses may include, but shall not be limited to, any fees of an attorney and/or fees of an architect consulted in connection with any request by a Unit Owner for approval of such work.

The provisions of this Section 13, which require the consent of the Board of Managers in connection with an addition, alteration or improvement in or to a Unit, which is structural or which affects the exterior of the Building or the value of other Units shall not apply to Units owned by Sponsor or Sponsor-designee. Sponsor or Sponsor-designee shall not need such consent. All other provisions of this Section 13 shall apply to all Units. For example, with respect to such addition, alteration or improvement to a Sponsor-owned Unit, such work shall be at the sole cost and expense of Sponsor or Sponsor-designee, and shall be done in accordance with all governmental or quasi-governmental laws, rules, regulations, codes and ordinances. All work must be done by reputable contractors with adequate liability, property damage and Workers Compensation insurance (certificates of which shall be delivered to the Board of Managers prior to the commencement of construction). Any such additions, alterations or improvements, shall be maintained in their entirety by Sponsor or Sponsor-designee, as the case may be, who shall also be responsible for any repairs, including structural repairs, to such area in any event, and to the Unit and any Common Elements where such repairs become necessary, due to additional stresses caused by any addition, alteration, or improvement, or due to improper design or construction of the structural addition, alteration, or improvement. Additionally, Sponsor or Sponsor-designee, as the case may be, shall reimburse the Board of Managers any reasonable out-of-pocket expenses incurred by the Board of Managers for any services provided in connection with such addition, alteration, or improvement. Notwithstanding this paragraph or anything to the contrary stated anywhere in the Declaration or these By-Laws, and until the Construction Loan and the Mezzanine Loan have each been fully satisfied, the consent of the Construction Lender and the Mezzanine Lender is required before taking any of the actions described in the preceding paragraph.

Non-structural additions, alterations or improvements to Units that do not affect the exterior of the Building or the value of other Units may be made without the prior approval of the Board of Managers except that the Board of Managers may require that the Unit Owner enter into a written agreement, reasonably satisfactory to the Board of Managers, regarding such work as required for additions, alterations or improvements which require the consent of the Board of Managers, prior to commencing such work.

Section 14. Use of Common Elements and Facilities. A Unit Owner shall not place or cause to be placed in the lobby, public halls, stairways or other common areas or common facilities, any furniture, packages or objects of any kind. The public halls and stairways shall be used for no purpose other than for normal transit through them. Sponsor and Sponsor-designee shall have the right to use the Common Elements, without the vote or consent of the Board of Managers, other Unit Owners or the holders of Unit mortgages, for the purposes set forth in Section 11 of this Article VI.

Section 15. Right of Access. A Unit Owner shall grant a right of access to his or her Unit, to the manager and/or the managing agent and/or any other person authorized by the Board of Managers, the manager or the managing agent, for the purpose of making inspections or for the purpose of correcting any condition originating in his or her Unit and threatening another Unit or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in his or her Unit or elsewhere in the Building, or remedying any condition which would violate the provisions of any mortgage encumbering another Unit or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof, or to cure any defaults by a Unit Owner or for any other purposes permitted by these By-Laws, 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. In the event of the exercise of the right of access provided for in this Section 15, any costs for repairs shall be borne in accordance with the provisions of Section 10 of this Article VI.

Section 16. Rules of Conduct. Rules and regulations concerning the use of the Units and the Common Elements may be promulgated and amended by the Board of Managers. The vote of a majority of Unit Owners at a meeting may overrule the Board. Copies of such Rules and Regulations shall be furnished by the Board of Managers to each Unit Owner prior to the time when the same shall become effective. Initial Rules and Regulations, which shall be effective until amended by the Board of Managers are annexed hereto and made a part hereof as Schedule A. Notwithstanding this provision, for as long as Sponsor or Sponsor-designee remains the Owner of one or more Units, the Rules and Regulations of the Condominium may not be amended or modified in any way so as to adversely affect Sponsor or Sponsor-designee without Sponsor's prior written consent.

Section 17. Water Charges and Sewer Rents. Water shall be supplied to all of the Units and the Common Elements through one or more building meters or pursuant to a frontage charge and, the Board of Managers shall pay, as a Common Expense, all charges for water consumed by the Units together with all related sewer rents arising therefrom, promptly after the

bills for the same shall have been rendered. In the event of a proposed sale of a Unit by the Owner thereof, the Board of Managers, on request of the selling Unit Owner, shall execute and deliver to Purchaser of such Unit or to 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, promptly after such charges shall have been billed.

Section 18. Utilities. Except for telephone, cable and air-conditioning service, gas and electricity in each Unit all utilities shall be paid for by the Condominium as a Common Expense.

Section 19. Vault Charges. All license fees and all periodic taxes and charges for street vaults or other protrusions, if any, beyond the lot line shall be paid by the Board of Managers as a Common Expense.

ARTICLE VII MORTGAGES

Section 1. Notice to the Board of Managers. A Unit Owner who mortgages his or her Unit shall notify the Board of Managers of the name and address of his or her mortgagee and shall file a conformed copy of the note and mortgage with the Board of Managers; the Board of Managers shall maintain such information in a book entitled "Mortgages of Units."

Section 2. Notice of Unpaid Common Charges. The Board of Managers shall promptly notify any mortgagee of a Unit of such Unit Owner's default, including non-payment of Common Charges, in the obligations of such Unit Owner under the Declaration, By-Laws, Rules and Regulations, as the same are amended from time to time, or in any order of the Board of Managers issued with respect thereto.

Section 3. Notice of Default. The Board of Managers, when giving notice to a Unit Owner of a default in paying Common Charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has heretofore 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, during business days, at reasonable times, upon reasonable notice to the manager, managing agent or Board of Managers.

ARTICLE VIII SALES, LEASES, GIFTS AND MORTGAGES OF UNITS

Section 1. Sales and Leases. Each Unit Owner has the right to sell or lease his or her Unit without any restrictions, unless specifically set forth herein.

No Unit Owner will be permitted to sell or lease his or her Unit until the earlier of: (x) one (1) year from that Unit Owner's closing date; or (y) the date that the Construction Loan and Mezzanine Loan have each been fully satisfied.

Section 2. No Severance of Ownership. No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his or her 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 interest or interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

Section 3. Financing of Purchase of Units by the Board of Managers. Acquisition of Units by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, may be made from the working capital and Common Charges in the possession of the Board of Managers, or, if such funds are insufficient, the Board of Managers may levy an assessment against each Unit Owner, other than the offering Unit Owner, in proportion to his or her ownership in the Common Elements, as a Common Charge, which assessment shall be enforceable in the same manner as provided in Section 6 and 7 of Article VI, or, the Board of Managers, in its discretion, may borrow money to finance the acquisition of such Unit, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with the Appurtenant Interests, so to be acquired or leased by the Board of Managers.

Section 4. Gifts and Devises, etc. Each Unit Owner has the right to convey or transfer his or her Unit by gift or to devise his or her Unit by will, or pass the same by intestacy, without any restrictions, unless specifically set forth herein.

Section 5. 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, corporate or otherwise on behalf of all Unit Owners as tenants in common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

Section 6. Payment of Common Charges and Assessments. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his or her Unit unless and until he or she 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 or her Unit and until he or she shall have satisfied all unpaid liens against such Unit, except permitted mortgages.

Section 7. Mortgage of Units. Each Unit Owner has the right to mortgage his or her Unit without any restrictions, unless specifically set forth herein.

Prior to or simultaneously with the closing of any mortgage, the Unit Owner must satisfy all arrearages for unpaid Common Charges or assessments and discharge any liens therefor.

ARTICLE IX CONDEMNATION

Section 1. Condemnation. In the event of a taking in condemnation or by eminent domain of part or all of the Common Elements, the award made for such taking shall be payable to the Board of Managers, if such award amounts to \$50,000.00 or less, and to the Insurance Trustee, if any, if such award amounts to more than \$50,000.00. If 75% or more of the Unit Owners 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 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 the Unit Owners do not duly and promptly approve the repair and restoration of such Common Elements, the Board of Managers shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Section 3 of Article VI of these By-Laws. As used in this Section, the words “promptly approve” shall mean not more than sixty (60) days from the date of such taking.

ARTICLE X RECORDS

Section 1. Records and Audits. The Board of Managers or the managing agent or manager shall keep detailed records of the actions of the Board of Managers and the managing agent or manager, 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. In addition, it is the obligation of the Board of Managers of the Condominium to give to all Unit Owners annually, the following:

- (a) the financial statement of the Condominium prepared by a certified public accountant or, public accountant within one hundred fifty (150) days after the end of each calendar year for the prior fiscal year;
- (b) prior notice of the annual Unit Owner's meeting;
- (c) a copy of the proposed annual budget, if any, of the Condominium.

ARTICLE XI MISCELLANEOUS

Section 1. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 2. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof.

Section 3. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 4. Waiver. No restriction, condition, obligation or provision contained in these By-Laws, shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 5. Insurance Trustee. The Insurance Trustee, if selected, shall be a bank, trust company or savings and loan association in the State of New York, designated by the Board of Managers (with the approval of each of the holders of three (3) or more Unit first mortgages). In the event that the Insurance Trustee shall resign, the new Insurance Trustee shall also be a bank, trust company or savings and loan association in the State of New York, designated by the Board of Managers (with the approval of each of the holders of three (3) or more Unit first mortgages). The Board of Managers shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a Common Expense of the condominium.

Section 6. Definitions. As used in these By-Laws, the term “mortgagee” or “holder of a first mortgage” shall include the holder of any loan mortgage, which shall be a lien on a Unit.

“Construction Lender” means Pacific Western Bank and its agents, successors and/or assigns.

“Construction Loan” means, collectively, that building mortgage loan in the maximum principal amount of up to \$21,695,000.00, that project mortgage loan in the maximum principal amount of \$3,430,000.00, and that senior mortgage loan in the maximum principal amount of \$18,000,000.00 given by Construction Lender to Sponsor dated as of December 18, 2015.

“Insurance Trustee” means the Construction Lender who shall serve as the Insurance Trustee so long as Sponsor has a mortgage loan encumbering any Unsold Units in favor of the Construction Lender. The Construction Lender shall be the initial Insurance Trustee and shall remain the Insurance Trustee until such time the Construction Lender’s mortgage liens have been fully satisfied.

“Mezzanine Borrower” means WWML96MEZZ, LLC.

“Mezzanine Lender” means Terra Secured Income Fund 5, LLC and its agents, successors and/or assigns.

“Mezzanine Loan” means that certain loan in the amount of up to \$17,050,000.00 given by Mezzanine Lender to Mezzanine Borrower dated as of December 18, 2015.

ARTICLE XII AMENDMENTS TO THE BY-LAWS

Section 1. Amendment to By-Laws. These By-Laws may be modified or amended by the vote of 66 2/3% in number and in Common Interest of all Unit Owners at a meeting of Unit Owners duly held for such purpose.

No amendment of a material adverse nature to mortgagees shall be made unless agreed to by mortgagees that represent at least 51% of the votes of units that are subject to mortgages. A mortgagee shall be deemed to have consented to any amendment, which requires the consent of such mortgagee when the mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal, provided that the notice was delivered by certified or registered mail, with a “return receipt” requested.

However, for as long as Sponsor or Sponsor-designee remains the Owner of one or more Units, these By-Laws, including the Rules and Regulations of the Condominium attached hereto, may not be amended or modified in any way so as to adversely affect Sponsor or Sponsor-designee, in Sponsor's sole discretion, without Sponsor's prior written consent.

Notwithstanding Article XII or anything to the contrary stated anywhere in the Declaration or these By-Laws, and until the Construction Loan and the Mezzanine Loan have each been fully satisfied, the consent of the Construction Lender and the Mezzanine Lender is required before taking any of the actions described in Article XII.

ARTICLE XIII CONFLICTS

Section 1. Conflicts. These By-Laws are set forth to comply with the requirements of the Condominium Act. In case any of these By-Laws conflict with the provisions of the Condominium Act or of the Declaration, the provisions of the Condominium Act or of the Declaration, as the case may be, shall control.

ARTICLE XIV ARBITRATION

Section 1. Procedure. Any matter required or permitted to be determined by arbitration pursuant to the terms of the Condominium Documents shall be submitted for resolution by a

panel of three (3) arbitrators in a proceeding held in the City of New York, which arbitrators shall be appointed as follows: One arbitrator shall be chosen by the Board of Managers, one arbitrator shall be chosen by the Unit Owner and the third arbitrator shall be chosen by the two aforementioned arbitrators. The decision of the arbitrators so chosen shall be given within thirty (30) days after his or her selection or appointment. The decision shall be enforceable in a court of law of competent jurisdiction.

Section 2 Variation by Agreement. The parties to any dispute required or permitted to be resolved by arbitration pursuant to the terms of the Condominium Documents may, by written agreement, vary any of the terms of Section 1 hereof with respect to the arbitration of such dispute or may agree to resolve their dispute in any manner, including, without limitation, the manner set forth in Section 3031 of the Civil Practice Law and Rules of the State of New York and known as “New York Simplified Procedure for Court Determination of Disputes.”

Section 3 Binding Effect. The decision in any arbitration conducted pursuant to the terms of Sections 1 and 2 hereof shall be binding upon all of the parties thereto and may be entered in any court of appropriate jurisdiction. Notwithstanding the foregoing, however, any arbitration held pursuant to the terms of the Condominium Documents with respect to a matter that arose prior to the first annual meeting of all Unit Owners held pursuant to the terms of Section 3.1 hereof shall be non-binding.

Section 4 Costs and Expenses. (A) The fees, costs and expenses of the arbitrators shall be borne equally by the disputants. Each disputant shall also bear the fees and expenses of his or her counsel and expert witnesses. (B) All costs and expenses paid or incurred by the Board of Managers in connection with any arbitration held hereunder, including, without limitation, the fees and expenses of counsel and expert witnesses shall constitute Common Expenses.

**SCHEDULE A
RULES AND REGULATIONS
OF
VITRE CONDOMINIUM**

1. Except as set forth above, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted in any part of the Residential Units or Common Elements or Limited Common Elements, nor shall any "For Sale," "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted in any Unit therein or adjoining Limited Common Elements, nor shall any Unit be rented for transient, hotel or motel purposes. The right, however, is reserved by Sponsor, Sponsor-designee and the Board of Managers, or its agent, to place "For Sale," "For Rent" or "For Lease" or similar signs on any unsold or unoccupied Unit, and such right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee. Additionally, Sponsor and Sponsor-designee shall have the right, without any limitation whatsoever and without the vote or consent of the Board of Managers, other Unit Owners or the holders of Unit mortgages, to place "For Sale," "For Rent" or "For Lease" signs or similar signs on or in the vicinity of the Building. Sponsor or Sponsor-designee shall be responsible for installing and removing such signs.

2. Except as elsewhere provided, no exterior of any Unit or the windows or doors thereof or any other portions of the Common Elements or the Limited Common Elements shall be painted or decorated by any Owner or in any manner without the prior written consent of the Board of Managers.

3. No furniture, equipment, or other personal articles shall be placed in entrances, hallways, stairways, or other Common Elements.

4. No Unit Owner shall make or permit any noise or objectionable odor that will disturb or annoy the occupants of any of the Units in the Building or do or permit anything to be done therein which will interfere with the rights, comfort, or convenience of other Unit Owners.

5. Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness. Nothing shall be hung or shaken from any doors or windows and no Unit Owner shall sweep or throw or permit to be swept or thrown, any dirt or other substances therefrom.

6. No exterior shades, awnings, window guards, ventilators, fans or air-conditioning devices shall be used on or about the Building or Common Elements except such as shall have been approved by the Board of Managers, or as required by law.

7. Except as provided above, no sign, notice, lettering, or advertisement shall be inscribed or exposed on or at any window, door, or other part of the Building, except such as shall have been approved in writing by the Board of Managers, nor shall anything be projected out of any window of the Building without similar approval.

8. All garbage and refuse from the Building shall be deposited with care in plastic bags or other suitable receptacles intended for such purpose only at such times and in such manner as the Board of Managers may direct.

9. No Unit Owner shall engage any employee of the Condominium for any private business of the Unit Owner without the prior written consent of the Board of Managers.

10. No pigeons or other birds or animals shall be fed from the window sills, terraces, or other public portions of the Building, or on the sidewalk or street adjacent to the Building.

11. No radio or television aerial shall be attached to or hung from the exterior of the Building without the written approval of the Board of Managers. The Board of Managers, upon the request of any Unit Owner, shall allow the installation of any hook-up necessary to provide cable television service to the Units. 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.

12. The agents of the Board of Managers, and any contractor or workmen authorized by them, may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration, By-Laws, or Rules and Regulations of the Condominium.

13. The Board of Managers or the Managing Agent may retain a pass-key to each Unit. If any lock is altered or a new lock is installed, the Board of Managers or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If a Unit Owner is not personally present to open and permit an entry to his or her Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Board of Managers or the Managing Agent, then the Board of Managers, or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Unit Owner's property).

14. All damage to the Building or Common Elements caused by the moving or carrying of any article therein shall be paid for by the Unit Owner responsible for the presence of such article.

15. No Unit Owner shall interfere in any manner with any portion of the heating, air-conditioning, or lighting apparatus, which are part of the Common Elements and not part of the Unit Owner's Unit.

16. Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance for the Building, or the contents thereof, without the prior written consent of the Board of Managers. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Limited Common Elements, which will result in the cancellation of

insurance on the Building, or the contents thereof, or that would be in violation of any law. No Unit Owner or any of his or her family members, agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in his or her Unit or Limited Common Elements any flammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Unit.

17. Any damage to the Building or equipment caused by Unit Owners, their guests, tenants, or visitors shall be repaired at the expense of the said Unit Owner.

18. Complaints regarding the management of the Property or regarding the actions of other Unit Owners shall be made in writing to the Board of Managers.

19. No Unit shall be used or occupied in such manner as to obstruct or interfere with the enjoyment of occupants or owners of adjoining Units, nor shall any nuisance or immoral or illegal activity be committed or permitted to occur in or about any Unit or upon any part of the Common Elements.

20. Children shall not play in the public halls, cellar space, Building exists, Building entrances, stairways, roof or roof landings.

21. The agents of the Board of Managers or the Managing Agent, and any contractor or workmen authorized by the Board of Managers or the Managing Agent, may enter any room in the Building or Unit at any reasonable hour of the day, on at least three (3) days prior notice to the Unit Owner, 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; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

22. 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 of the State of New York or the rules of the Board of Standards and Appeals or of any other board or body having or asserting jurisdiction thereof.

23. Each Unit Owner shall notify the Board of Managers or Managing Agent of the Condominium, if any, in writing when a child, or children, under the age of eleven (11) years lives or resides (even temporarily) in the Unit. Each Unit Owner shall install, at such Unit Owner's expense, the required window guards (or safety "stops" in lieu of window guards, designated specifically to prevent a child from falling out of a window) in all windows of the Unit in compliance with all applicable New York City Administrative Code requirements. The Unit Owner should maintain all window guards (or stops) installed in the Unit and shall not remove same until permitted by applicable law and in any event, without prior written notice to the Managing Agent.

24. Refuse should not be placed on the sidewalk except on days of collection. Placing refuse on the sidewalk on days other than days of collection may result in a fine or

penalty being levied against the Building. In turn, the Board of Managers will seek compensation for said fine or penalty from the Unit Owner, who caused said fine or penalty.

25. Subject to provisions of the By-Laws, these Rules and Regulations may be added to or repealed at any time by the Board of Managers. Further, any consent or approval given under these Rules and Regulations may, in the discretion of the Board of Managers or the Managing Agent, be conditional in nature, or may be amended, modified, added to or repealed at any time by resolution of the Board of Managers.

26. Birds and pets, whose weight does not exceed 35 lbs., may be kept or harbored in a Unit or the Building. However, no more than one pet or bird may be kept or harbored in a Unit.

27. No birds and pets, whose weight exceeds 35 lbs., nor animals shall be kept or harbored in the Building unless the same in each instance is expressly permitted in writing by the Board of Managers. Any such consent, if given, shall be revocable at any time by the Board of Managers. In no event shall dogs be permitted in any of the public portions of the Building unless carried or on a leash. The individual Unit Owners who keep an animal in the Building shall each indemnify the Board of Managers and hold it harmless against any loss or liability of any kind or character whatsoever arising from or as a result of the Unit Owner having any animal in the Building. No pigeons or other birds or animals shall be fed from the window sills, terraces, or other public portions of the Building, or on the sidewalk or street adjacent to the Building.

28. No smoking shall be permitted in front of the Building and anywhere in the Limited Common Elements and Common Elements.

Section 339-kk of the Real Property Law of the State of New York

§339-kk. Rents

(a) For the purposes of this section, "non-occupying owner" shall mean a unit owner in a condominium association who does not occupy the dwelling unit.

(b) If a non-occupying owner rents any dwelling unit to a rental tenant and then fails to make payments due for common charges, assessments or late fees for such unit within sixty (60) days of the expiration of any grace period after they are due, upon notice in accordance with subdivision (c) of this section, all rental payments from the tenant shall be directly payable to the condominium association.

(c) If the common charges, assessments or late fees due for any unit have not been paid in full, within sixty (60) days after the expiration of any grace period of the earliest due date, the board of managers shall provide written notice to the tenant and the non-occupying owner providing that, commencing immediately and until such time as all payments for common charges, assessments or late fees are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the condominium association at the address listed on the notice. Where a majority of the board of managers has been elected by and from among the unit owners who are in occupancy, the board may elect not to require that rental payments be made payable to the condominium association. At such time as payments for common charges, assessments and late fees from the non-occupying owner are once again current, notice of such fact shall be given within three (3) business days to the rental tenant and non-occupying owner. Thereafter all rental payments shall be made payable to the non-occupying owner or a designated agent. A non-occupying owner who disputes the association's claim to rental payments pursuant to this section shall be entitled to present facts supporting such owner's position at the next scheduled meeting of the board of managers, which must be held within thirty (30) days of the date that such board receives notice that such owner seeks to dispute such claim.

(d) Nothing in this section shall limit any rights of unit owners or of the board of managers existing under any other law or agreement.

(e) Payment by a rental tenant to the condominium association made in connection with this section shall relieve that rental tenant from the obligation to pay such rent to the non-occupying owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying owner against such tenant for such rent.

TAX ESCROW AGREEMENT

AGREEMENT made this **22** day of July, 2016, by and among WWML96, LLC, (hereinafter called the "Sponsor"), and The Board of Managers of Vitre Condominium, (hereinafter called the "Board").

WITNESSETH:

WHEREAS, the Sponsor has filed the offering plan, (hereinafter called the "Plan"), with the Attorney General to offer for sale condominium units, (hereinafter called the "Units" or "Unit"), at the property, located at 302 East 96th Street, New York, NY 10128 and known as Vitre Condominium, (hereinafter called the "Condominium"), subject to the terms and conditions set forth in the Plan; and

WHEREAS, the Board is charged with governing the operation of the Condominium; and

WHEREAS, the Units have not been separately assessed for real estate tax purposes prior to the closing of the first Unit; and

WHEREAS, pursuant to the terms of the Plan, the Sponsor desires to secure its obligation to pay real estate taxes for the Unsold Units.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, the parties hereby agree as follows:

1. On the first closing of a Unit, the Sponsor will deposit in escrow with the Board in a special segregated escrow account to be maintained by the Board in its own name, an amount equal to the real estate taxes attributable to the Unsold Units, which will be levied against the premises for the 6-month period following the first closing, or until the Units are separately assessed, whichever is sooner.

2. The Board is irrevocably authorized to pay such real estate taxes as are assessed against the premises from the escrow account when such taxes are due and payable.

3. Upon each subsequent closing of the Units, the Sponsor may collect the estimated amount of taxes attributable to such Units for the balance of the six (6) month period from Purchasers thereof.

4. If the escrow is kept in an interest-bearing account, the interest earned thereon shall belong to the Sponsor.

5. The escrow account shall be maintained in accordance with the laws, rules, and regulations of the State of New York; specifically including, but not limited to, the General Business Law of the State of New York and, shall be deemed held for the benefit of the Condominium.

IN WITNESS WHEREOF, the parties set their hands the date above first written.

WWML96, LLC



By: Eric Brody, Authorized Signatory

The Board of Managers of Vitre Condominium



By: Eric Brody, Manager

**CERTIFICATION BY SPONSOR AND SPONSOR'S PRINCIPAL
PURSUANT TO SECTION 20.4 OF THE REGULATIONS ISSUED
PURSUANT TO ARTICLE 23-A OF THE GENERAL BUSINESS LAW, AS AMENDED**

Real Estate Financing Bureau
New York State Department of Law
120 Broadway, 23rd floor
New York, NY 10271

Re: Vitre Condominium
302 East 96th Street
New York, NY 10128

Dear Sir/Madam:

We are the sponsor and the principals of sponsor of the condominium offering plan for the captioned property. We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law of the State of New York, the regulations promulgated by the Department of Law in Part 20 and such other laws and regulations as may be applicable.

We have read the entire offering plan. We have investigated the facts set forth in the offering plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the offering plan does, and that documents submitted hereafter by us, which amend or supplement the offering plan will:

- (i) set forth the detailed terms of the transaction and be complete, current and accurate;
- (ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;
- (iii) not omit any material fact;
- (iv) not contain any untrue statement of a material fact;
- (v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;
- (vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
- (vii) not contain any representation or statement which is false, where we:
 - (a) knew the truth;
 - (b) with reasonable effort could have known the truth;

- (c) made no reasonable effort to ascertain the truth; or
- (d) did not have knowledge concerning the representation or statement made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law of the State of New York.

WWML96, LLC


By: Eric Brody
Authorized Signatory

Subscribed and sworn to before me this
22 day of July, 2016


Notary Public



WWML96MEZZ, LLC


By: Eric Brody
Authorized Signatory

Subscribed and sworn to before me this
22 day of July, 2016


Notary Public




Eric Brody


Notary Public

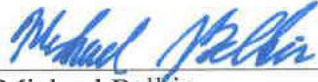


Subscribed and sworn to before me this
22 day of July, 2016


Notary Public

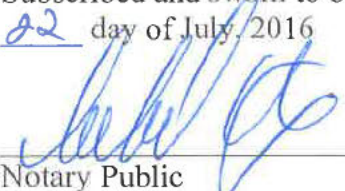



Joseph Klaynberg



Michael Belkin

Subscribed and sworn to before me this
22 day of July, 2016


Notary Public

MIKHAIL LITT
NOTARY PUBLIC, STATE OF NEW YORK
No. 02LJ0158211
QUALIFIED IN RICHMOND COUNTY
MY COMMISSION EXPIRES NOV. 27, 2018

KARL
FISCHER
ARCHITECT PLLC

CERTIFICATION BY SPONSOR'S ARCHITECT
PURSUANT TO SECTION 20.4 OF THE REGULATIONS ISSUED
PURSUANT TO ARTICLE 23-A OF THE GENERAL BUSINESS LAW, AS AMENDED

Real Estate Financing Bureau
 New York State Department of Law
 120 Broadway, 23rd floor
 New York, NY 10271

Re: Vitre Condominium
 302 East 96th Street
 New York, NY 10128

Dear Sir/Madam:

The sponsor of the offering plan to convert the captioned property to condominium ownership retained me to prepare a report describing the construction of property (hereinafter called the "Report"). I visually inspected the property on March 23, 2016. I prepared the plans and specifications dated January 11, 2016 and the Report dated September 19, 2016. A copy of the Report is intended to be incorporated into the offering plan so that prospective Purchasers may rely on the Report.

I am a registered architect in the State of New York.

I understand that I am 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.

I have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

I certify that the Report:

- (i) sets forth in narrative form the description and physical condition of the entire property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that I prepared;
- (ii) in my professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description and physical condition of the property as it will exist upon completion of

construction, provided that construction is in accordance with the plans and specifications that I prepared;

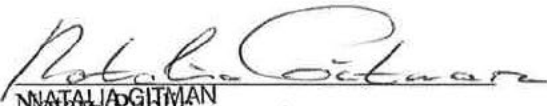
- (iii) does not omit any material fact;
- (iv) does not contain any untrue statement of a material fact;
- (v) does not contain any fraud, deception, concealment, or suppression;
- (vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
- (vii) does not contain any representation or statement which is false, where I:
 - (a) knew the truth;
 - (b) with reasonable effort could have known the truth;
 - (c) made no reasonable effort to ascertain the truth; or
 - (d) did not have knowledge concerning the representation or statement made.

I further certify that I am not owned or controlled by and have no beneficial interest in the sponsor and that my compensation for preparing this Report is not contingent on the conversion of the property to 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.



Karl Fischer

Subscribed and sworn to before me this
23 day of September, 2016


 NATALIA POGITMAN
 Notary Public, State of New York
 Reg. No. # 01GI6091709
 Qualified in Kings County
 Commission Expires 5/5/2019



Choice New York Management | 220 5th Avenue, 15th Floor New York, NY 10001 | 212 982 3600

**CERTIFICATION BY SPONSOR'S EXPERT ON ADEQUACY OF BUDGET
PURSUANT TO SECTION 20.4 OF THE REGULATIONS ISSUED
PURSUANT TO ARTICLE 23-A OF THE GENERAL BUSINESS LAW, AS AMENDED**

Real Estate Financing Bureau
New York State Department of Law
120 Broadway, 23rd floor
New York, NY 10271

Re: Vitre Condominium
302 East 96th Street
New York, NY 10128

Dear Sir/Madam:

The sponsor of the condominium offering plan for the captioned property retained me to review Schedule B, containing projections of income and expenses for the first year of condominium operation, and Schedule B-1, containing projections for individual energy costs for the first year of condominium operation. I am familiar with prices, practices and procedures in the area of this condominium. I am a property manager of Choice NY Property Management LLC, which has managed approximately 105 properties in the last 6 years.

I understand that I am responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to Schedules B and B-1, (hereinafter collectively called the "Schedules").

I have reviewed the Schedules and investigated the facts set forth in the Schedules and the facts underlying them with due diligence in order to form a basis for this certification. I also have relied on my experience in managing residential buildings.

I certify that the projections in the Schedules appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

I certify that the Schedules:

- (i) set forth in detail the projected income and expenses for the first year of condominium operation;



Choice New York Management | 220 5th Avenue, 15th Floor New York, NY 10001 | 212 982 3600

- (ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium 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 I:
 - (a) knew the truth;
 - (b) with reasonable effort could have known the truth;
 - (c) made no reasonable effort to ascertain the truth; or
 - (d) did not have knowledge concerning the representation or statement made.

I further certify that I am not owned or controlled by the sponsor. I understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the income and expenses for the first year of condominium operation. This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

I understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law of the State of New York.


 Daniel Kuether

Subscribed and sworn to before me this
22 day of July, 2016


 Notary Public
 JENNIFER J ALMONTE
 NOTARY PUBLIC-STATE OF NEW YORK
 No. 01AL6307066
 Qualified in New York County
 My Commission Expires June 30, 2018