CONDOMINIUM OFFERING PLAN FOR

1 BROOKLYN BAY CONDOMINIUMS

(THE TOWER UNITS IN SHEEPSHEAD BAY ROAD CONDOMINIUM)

1524 SHEEPSHEAD BAY ROAD
(A/K/A 1501 VOORHIES AVENUE)
BROOKLYN, NEW YORK 11235
KINGS COUNTY

56 TOWER UNITS	$63,200,000
43 PARKING SPACE LICENSES	$ 4,300,000
TOTAL OFFERING PRICE	$67,500,000

SPONSOR:

MD SHEEPSHEAD BAY LLC
c/o Muss Development LLC
118-35 Queens Boulevard
Forest Hills, New York
11375

SELLING AGENT:

Stribling Marketing Associates, Inc.
924 Madison Avenue
New York, New York 10021

DATE OF ACCEPTANCE FOR FILING: [ ]

THIS OFFERING PLAN MAY NOT BE USED AFTER [ ], UNLESS THIS OFFERING PLAN IS EXTENDED BY AMENDMENT.

SEE PAGE 1 FOR SPECIAL RISKS TO PURCHASERS

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

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

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SPECIAL RISKS

The special risks summarized below are explained more fully in other Sections of this Plan. Prospective Purchasers should therefore read the entire Plan to completely understand these and other material aspects of this offering. See the Section of the Plan entitled "Definitions" for the meanings of the capitalized words used in this Section and not defined herein.

1. Base Unit and bifurcated building

The Building currently consists of two condominium Units--(i) a Base Unit, on floors one through 19, comprising 180 rental apartments, and (ii) the Tower Section, on floors 20 through 30, comprising 56 apartments. Under this Plan, the Tower Section will be subdivided into 56 separate "Tower Units", which the Sponsor offers for sale in this Plan. The management and operations of the Building will be shared between the Base Unit Owner and the Tower Unit Owners, through the Condominium Board. As set forth more fully below, the Base Unit Owner will have three seats on the Condominium Board, and the Tower Unit Owners, collectively, shall have two seats on the Condominium Board; **THUS, THE TOWER UNIT OWNERS WILL NOT HAVE CONTROL OF THE CONDOMINIUM BOARD.** The Tower Unit Owners shall elect a Tower Board, who shall govern all decisions affecting the management and operations of the Tower Units only. In order to ensure the smooth functioning of the Building and the Condominium, the representatives of the Base Unit Owner, and the representatives of the Tower Board, on the Condominium Board will be required to cooperate and work together for the common good of the Building and all of its residents and constituents. **THE BASE UNIT IS NOT OWNED OR CONTROLLED BY SPONSOR, AND WILL NOT BE CONTROLLED BY THE TOWER BOARD OR THE TOWER UNIT OWNERS.**

While it is contemplated that the apartments in the Base Unit will be used solely as residential rental apartments, the Base Unit will be permitted to be used for any lawful purpose permitted under Applicable Law. The owner of the Base Unit will have the right to: (i) lease the apartments within the Base Unit, and (ii) subdivide, reconfigure, sell, lease and mortgage the entire Base Unit, all without the requirement to obtain any consent from the Tower Board, and without being subject to any right of first refusal in favor of the Tower Board. Changes to the Base Unit that materially affect the Tower Units will be disclosed in amendments to this Plan.

TOWER SPONSOR MAKES NO REPRESENTATIONS WHATSOEVER WITH RESPECT TO THE USES FOR WHICH ALL OR ANY PORTION OF THE BASE UNIT OR THE BASE COMMON ELEMENTS MAY BE USED AT ANY TIME; NOR DOES TOWER SPONSOR MAKE ANY REPRESENTATION WITH RESPECT TO THE IDENTITY OF THE OWNER(S) OR USER(S), OR THE FUTURE OWNER(S) OR USER(S), OF THE BASE UNIT AT ANY TIME. NEITHER THE CONDOMINIUM BOARD NOR THE TOWER BOARD WILL HAVE ANY RIGHT TO RESTRICT OR LIMIT ANY OF THE USES OF, OR ALTERATIONS IN OR TO, THE BASE UNIT WHICH ARE PERMITTED BY LAW AND APPLICABLE ZONING ORDINANCES. NO INCOME DERIVED FROM THE BASE UNIT WILL CONSTITUTE INCOME TO THE CONDOMINIUM BOARD, THE TOWER UNITS, OR ANY UNIT OWNER OTHER THAN THE OWNER OF THE BASE UNIT. WHILE IT IS CURRENTLY ANTICIPATED THAT THE BASE UNIT WILL NOT BE SUBDIVIDED INTO INDIVIDUAL CONDOMINIUM UNITS, NO REPRESENTATION OR WARRANTY IS MADE WITH RESPECT THERETO; IT IS CONCEIVABLE THAT THE BASE UNIT COULD BE SUBDIVIDED, OR OFFERED FOR SALE, IN THE FUTURE BY THE BASE UNIT OWNER.

IN ADDITION, FOR SO LONG AS TOWER SPONSOR SHALL STILL OWN ANY UNSOLD TOWER UNITS, NO TOWER UNIT OWNER MAY SELL HIS TOWER UNIT UNTIL ONE YEAR SHALL HAVE ELAPSED FROM THE DATE OF HIS TOWER UNIT CLOSING.

In addition, if the Tower Section or any part thereof is damaged or destroyed by fire or other casualty, any potential repair or restoration shall be governed by the provisions of sections 6.3 through 6.9 of the Condominium By-Laws, which are reproduced in Part II of this Plan, below. Purchasers should note that the Tower Section will not be rebuilt unless the Base Unit is rebuilt. See Special Risks as well as the Condominium By-Laws.

See sections of the Plan entitled **"Control by Tower Sponsor"**, **"Tower Board of Managers"**, **"Rights and Obligations of Tower Board"**, **"Rights and Obligations of Tower Unit Owners"**, and **"Tower By-Laws"**, below.

2. No financing contingency

Each Purchaser is free to seek financing from any lender of the Purchaser's choice. However, the Purchaser's obligations under the Purchase Agreement will not be conditioned upon his obtaining financing. Thus, the failure to obtain financing will not relieve Purchaser from his obligations under the Purchase Agreement, and if such Purchaser fails to pay the balance of the Purchase Price to Tower Sponsor on or prior to the Closing Date and any such default is not cured within a

thirty (30) day period after written notice thereof with **TIME BEING OF THE ESSENCE**, Tower Sponsor may cancel the Purchase Agreement and retain as liquidated damages the Down Payment, together with any interest earned thereon, plus the cost of any special work in the Unit ordered by the Purchaser. This means that, should a Purchaser fail to close on the date required in his Purchase Agreement because the Purchaser cannot obtain financing, the Purchaser may forfeit his Down Payment to the Tower Sponsor. Any payments received in excess of such sums together with any interest earned on such excess, will be refunded to Purchaser within a reasonable time after cancellation. Please consult the Sections of the Plan entitled "**Procedure to Purchase**" and "**Closing of Title to Units and Terms of Sale**" and the form of Purchase Agreement set forth in Part II of the Plan.

Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of apartments in a building or group of buildings be sold before a lender will consider making a loan. Thus, it may be possible for a Purchaser to experience difficulty obtaining a loan in a building or group of buildings where the Sponsor 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. **Finally, it is possible that some lenders may decline to make mortgages on Tower Units due to the fact that a large portion of the Building will consist of the Base Unit, comprising 180 rental apartments.** Please consult the Sections of the Plan entitled "**Procedure to Purchase**" and "**Closing of Title to Units and Terms of Sale**" and the form of Purchase Agreement set forth in Part II of the Plan.

3. Tower Sponsor's remedies on Purchaser's default under the Purchase Agreement; "Time of the essence"

Any Purchaser who defaults under his Purchase Agreement must be given written notice and the opportunity to cure such default within thirty (30) days from the sending of the default notice. If a defaulting Purchaser does not remedy the default within such thirty (30) day period, with **TIME BEING**

OF THE ESSENCE, Tower Sponsor will have the right to cancel such defaulting Purchaser's Purchase Agreement and retain as liquidated damages the Down Payment, together with any interest earned thereon, plus the cost of any special work in the Tower Unit ordered by Purchaser. This means that, should a Purchaser fail to close on the date required in his Purchase Agreement, and fails to close within thirty (30) days after Tower Sponsor sends a default notice to such Purchaser, the Purchaser may forfeit to Tower Sponsor his Down Payment, plus any interest earned on the Down Payment, plus the costs incurred by Tower Sponsor of doing any special work in the Tower Unit requested by the Purchaser to Tower Sponsor. Purchaser and Tower Sponsor will thereupon be relieved of all further liabilities and obligations thereunder and under the Plan. If the Purchase Agreement is cancelled, Tower Sponsor has the right to sell the Tower Unit to others as if the Purchase Agreement had never been made, without accounting to the Purchaser for the proceeds of such sale. See the Section of the Plan entitled **"Closing of Title to Units and Terms of Sale"**, as well as the Sections of the Plan entitled **"Procedure to Purchase"** and **"Closing of Title to Units and Terms of Sale"** and the form of Purchase Agreement set forth in Part II of the Plan.

4. Purchaser's delinquency Closing costs

If through the fault of a Purchaser, such Purchaser shall fail to close on the date fixed by Tower Sponsor for closing of title to Purchaser's Tower Unit, then Purchaser will: (a) pay (in addition to all other closing costs) a late fee equal to 0.04% multiplied by the unpaid balance of the Purchase Price for each day's delay, beginning with the date originally scheduled for the closing to and including the day immediately preceding the actual Closing Date, (b) reimburse Tower Sponsor for the Unit's carrying charges (that is, Tower Common Charges and real estate taxes) during the period of delay, and (c) pay the service fees of Tower Sponsor's attorneys of $350 for each default letter sent to such Purchaser and an additional $350 for each notice sent to such Purchaser to reschedule the closing. Any such delinquency Closing costs would be in addition to the following. Each Purchaser shall pay a closing fee of $2,750 per Tower Unit (and, if such Purchaser is simultaneously acquiring a Parking Space license, an additional closing fee of $500 for each such license) to Tower Sponsor's counsel, Belkin Burden Wenig & Goldman, LLP; if, however, the Purchaser does not close on the date designated for the transfer of title to his/her Tower Unit and such closing must be adjourned to a subsequent date, the Purchaser shall pay to Tower Sponsor's counsel an

additional closing fee of $350, as well as an additional fee in the amount of $350 for each default letter that Tower Sponsor's counsel shall serve; further, if the Purchaser assigns the Purchase Agreement (which assignment cannot be made without Tower Sponsor's consent), then the Purchaser shall pay to Tower Sponsor's counsel an additional closing fee of $350; finally, if the closing takes place out of the office of Tower Sponsor's attorney AT THE PURCHASER'S REQUEST, then an additional closing fee of $350 payable to Tower Sponsor's counsel, will be paid by the Purchaser. See **"Unit Closing Costs and Adjustments."**

5. Purchaser's payment of transfer taxes

At the closing of title to his Tower Unit, each Purchaser will be required to pay New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax. Purchasers should note that the New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax are generally a seller's obligation; however, this obligation is being transferred to the Purchasers pursuant to the terms of this Plan. New York City Real Property Transfer Tax is currently imposed at a rate of 1.00% of the Purchase Price for an individual residential condominium unit if the Purchase Price is $500,000 or less and 1.425% if the Purchase Price is more than $500,000; for a non-residential condominium unit the rate is 1.425% of the Purchase Price if the Purchase Price is $500,000 or less and 2.625% if the Purchase Price is more than $500,000. The New York State Real Estate Transfer Tax is currently imposed at a rate equal to the amount of $2.00 per $500 or part thereof of the Purchase Price. Prospective Purchasers are advised that both New York State and New York City have taken the position that where a Purchaser pays either or both of these taxes on behalf of a seller, such as will be required on behalf of Tower Sponsor in connection with the purchase of any Tower Unit hereunder, such payment itself constitutes additional consideration to the seller and must be considered in computing the tax due. In addition, such additional consideration must be included in computing the purchase price of the Tower Unit for purposes of the New York State "Mansion Tax". Please see the Section of the Plan entitled **"Unit Closing Costs and Adjustments"**, as well as the form of Purchase Agreement set forth in Part II of the Plan.

6. Bank account for Down Payment is federally insured to $250,000 only

Each Down Payment will be kept in a segregated attorney's special escrow account maintained by Tower Sponsor's Counsel, Belkin Burden Wenig & Goldman, LLP, at Sterling National Bank, 60 East 42nd Street, New York, New York 10165 (the **"Bank")**. The Bank is covered by Federal Bank Insurance Deposit insurance to a maximum of $250,000 (under current law) in the aggregate with respect to all funds deposited by any person in one or more deposit accounts. If a Purchaser's Down Payment, together with any other funds of such Purchaser in deposit accounts at the Bank, exceed $250,000 (under current law), the excess above $250,000 (under current law) will not be federally insured. Neither Tower Sponsor, the Selling Agent nor the Escrow Agent holding the Down Payment will be liable for any losses resulting from the failure of the Bank. See the Section of the Plan entitled **"Procedure to Purchase"** and the form of Purchase Agreement set forth in Part II of the Plan.

7. Down Payment exceeds 10% of Purchase Price

The Down Payment due upon execution of a Purchase Agreement shall be TWENTY PERCENT (20%) of the Purchase Price. See the Section of the Plan entitled **"Procedure to Purchase"** and the form of Purchase Agreement set forth in Part II of the Plan.

8. Real Estate Tax Exemption benefits

Tower Sponsor intends to apply for real estate tax exemption benefits for the Tower Units under §421-a of the New York State Real Property Tax Law, and hopes to receive a preliminary certificate of eligibility, and, subsequently, a final certificate of eligibility, with regard to the Tower Units. The Property is not within a "geographic exclusion area" as that term is defined in §421-a[7](a)(ii) of that statute, and is, therefore, eligible to receive such benefits without being required to provide on-site affordable housing or comply with certain other conditions of such statute. Building service employees will be paid in compliance with statutory "prevailing wage requirements". Tower Sponsor intends that the Tower Units shall be exempted from the statutory obligation to register the Tower Units as rent-stabilized by reason of the condominium status of the Property, which status will become effective upon consummation of the Plan. If, prior to such consummation, Tower Sponsor shall rent any Tower Unit (or portion thereof) to any person other than an "interim lessee", Tower Sponsor shall be

obligated to abandon the Plan in accordance with the provisions of 13 NYCRR §§20.1(l)(2) and 20.5(g), and must inform the New York City Department of Housing Preservation & Development ("HPD") of its intent to operate the Tower Units as rental apartments, and all Tower Units will be subject to rent stabilization. In addition, Tower Sponsor shall have fifteen months from the date of issuance of a final certificate of eligibility from HPD to declare the Plan effective, failing which Tower Sponsor will become obligated to register the Tower Units as rent-stabilized as they become occupied. Tower Sponsor believes that such application will eventually be fully granted and that a final certificate of eligibility will ultimately be issued; however, there is no assurance that such application will be granted or, if it is, when it may be granted, or to what extent real estate tax exemption benefits will be enjoyed by Tower Unit Owners. Consequently, it is conceivable that a purchaser of a Tower Unit may not enjoy any such real estate tax exemption, and that the real estate taxes that will actually be payable with regard to any Tower Unit may be significantly higher than those projected with such exemption benefits in place. See the Section of the Plan entitled **"Real Estate Taxes"**.

9. Tower Sponsor's inability to convey title

Tower Sponsor will not be obligated to bring any action or proceeding or otherwise incur any cost or expense in excess of its obligations under the Plan to cure any inability to deliver title to a Tower Unit in accordance with the Plan and the terms of the Purchase Agreement for such Tower Unit. However, pursuant to 13 NYCRR §20.3(q)(7), Tower Sponsor may only abandon this Plan after effectiveness if: (i) a defect in title exists which cannot be cured without litigation or cannot be cured for less than one-half of one percent (0.5%) of the total offering amount, or (ii) substantial damage or destruction occurs to the Building by fire or other casualty which cannot be cured for less than one-half of one percent (0.5%) of the total offering amount, or (iii) there occurs a taking of any material portion of the Property by condemnation or eminent domain. Any stated dollar amount relied upon as basis for abandonment after effectiveness must exclude any attorney's 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 Tower Sponsor or are a matter of public record.

If Tower Sponsor shall notify a Purchaser of its

refusal to cure any such inability, then Tower Sponsor shall be deemed to have abandoned the Plan and all Purchase Agreements shall be deemed terminated, and each Purchaser shall receive a refund of his Down Payment and any interest earned thereon. In order to effect any such abandonment of this Plan, Tower Sponsor shall file an amendment to this Plan disclosing such abandonment, together with a Form RS-3; once any such abandonment amendment is accepted for filing, Tower Sponsor shall return all Down Payments to Purchasers within five days after acceptance of such amendment by the Department of Law. See the Section of the Plan entitled "**Closing of Title to Units and Terms of Sale**" and the form of Purchase Agreement set forth in Part II of the Plan.

10. Tower Sponsor control

Tower Sponsor will control the Tower Board until the expiration of the period ending on the earlier of: (i) the closing of title with Purchasers under the Plan to Tower Units having more than fifty percent (50%) of the aggregate Common Interest of all Tower Units, or (ii) the fifth anniversary/ of the First Tower Unit Closing (the "Initial Control Period"). Commencing with the first election of Tower Board Managers held following the expiration of the Initial Control Period, and at all elections thereafter, the Tower Sponsor or its designee will be permitted to designate a minimum number of representatives on the Tower Board based on varying degrees of Tower Unit ownership by Tower Sponsor or its designee. **BECAUSE TOWER SPONSOR IS NOT LIMITING ITS ABILITY TO RENT UNITS AFTER CONSUMMATION OF THE PLAN, THIS MEANS THAT TOWER SPONSOR COULD CONTROL THE TOWER BOARD FOR UP TO FIVE YEARS.** In addition to such designation rights, Tower Sponsor or its designee will also have the right to vote the Common Interest attributable to all Tower Units owned by Tower Sponsor or its designee with regard to the election of members of the Tower Board other than the representatives so designated by Tower Sponsor or its designee.

As long as Tower Sponsor or any Tower Sponsor Successor continues to own at least twenty-five percent (25%) of the Tower Units during the five years following the First Tower Unit Closing, the Tower Board will not be permitted, without the prior written consent of Tower Sponsor or any Tower Sponsor Successor to:

1. make any addition, alteration or improvement to the Tower Common Elements or to any Tower Unit, unless required by Applicable Law;

2. assess any Common Charges or Special Assessments for the creation or replacement of, or the addition to, all or any part of a reserve, contingency or surplus fund in excess of the lesser of (i) five percent in the aggregate of the estimated Tower Common Expenses for any one fiscal year of operation, or (ii) the maximum assessment permitted under Applicable Law;

3. increase the number or change the type of employees from that described in the First Year Budget;

4. enter into any service or maintenance contracts for Work not covered in the First Year Budget;

5. borrow money on behalf of the Tower Section; or

6. exercise a right of first refusal to purchase or lease a Tower Unit.

Notwithstanding the foregoing, neither Tower Sponsor nor any Tower Sponsor Successor may exercise a veto over expenditures which: (i) conform to the First Year Budget and are for the period covered by the First Year Budget; (ii) are required to comply with Applicable Law, including expenditures required to cure any notices of violations; or (iii) are necessary to remedy any work order by an insurer which is the responsibility of the Tower Board to remedy. **NEITHER TOWER SPONSOR, THE TOWER BOARD NOR THE TOWER UNIT OWNERS WILL HAVE ANY CONTROL OVER THE CONDOMINIUM BOARD, THE GENERAL COMMON ELEMENTS, OR THE DETERMINATION OF ANY SIGNIFICANT COMPONENTS OF THE OPERATING BUDGET OF THE CONDOMINIUM, EXCEPT AS OTHERWISE SET FORTH IN THE TOWER BY-LAWS.** See the Sections of the Plan entitled **"Control by Sponsor"** and **"Rights and Obligations of Tower Board/Summary of Tower By-Laws."**

11. No security for performance

Tower Sponsor has not furnished any bond or other security for the performance of its obligations under this Plan. See the Sections of the Plan entitled **"Control by Sponsor"** and **"Rights and Obligations of Tower Board/Summary of Tower By-Laws."**

12. Restrictions on sale and leasing of Tower Units

EACH TOWER UNIT OWNER MAY SELL OR LEASE HIS TOWER UNIT, BUT ONLY AFTER THE TOWER UNIT OWNER SHALL GIVE THE TOWER

BOARD PRIOR WRITTEN NOTICE OF HIS INTENTION TO DO SO, ACCOMPANIED BY A FULLY EXECUTED COPY OF THE CONTRACT OF SALE OR LEASE, CONTAINING ALL OF THE TERMS OFFERED IN GOOD FAITH BY THE PROSPECTIVE PURCHASER OR LESSEE. THE TOWER BOARD, ON BEHALF OF ALL TOWER UNIT OWNERS, WILL HAVE THE EXCLUSIVE RIGHT TO ELECT, WITHIN TWENTY (20) DAYS AFTER RECEIPT OF THE NOTICE OF SALE OR LEASE, TO PURCHASE OR LEASE THE TOWER UNIT ON THE SAME TERMS SET FORTH IN THE CONTRACT OR LEASE, AS MORE SPECIFICALLY SET FORTH IN THE TOWER BY-LAWS. **IN ADDITION, FOR SO LONG AS TOWER SPONSOR SHALL STILL OWN ANY UNSOLD TOWER UNITS, NO TOWER UNIT OWNER MAY SELL HIS TOWER UNIT UNTIL ONE YEAR SHALL HAVE ELAPSED FROM THE DATE OF HIS TOWER UNIT CLOSING.** If the Tower Board does not notify the Tower Unit Owner of its election to purchase or lease the Tower Unit within the aforementioned time period, the Tower Unit Owner will have thirty (30) days after the expiration of the twenty-day period to consummate the sale or lease in accordance with the terms stated in the contract of sale or lease appended to the notice. After the expiration of such thirty (30) day period, the Tower Unit Owner will again be required to offer the Tower Unit to the Tower Board as provided above. The foregoing restrictions upon the sale and lease of Tower Units will not apply to any conveyance: (i) by a Tower Unit Owner by gift, will or intestacy; (ii) by Tower Sponsor or any Tower Sponsor Successor (but Tower Sponsor may only lease an Unsold Tower Unit following the First Tower Unit Closing); or (iii) by or to a mortgagee in foreclosure or by deed in lieu of foreclosure; each of whom will be free to sell or lease without first offering to sell or lease to the Tower Board. See the Section of the Plan entitled **"Rights and Obligations of Unit Owners."**

13. Occupancy of Tower Units by renters

Tower Sponsor intends, and will endeavor in good faith, to sell all of the Tower Units. However, after consummation of the Plan, Tower Sponsor and any Tower Sponsor Successor may from time to time freely and without condition rent any Unsold Tower Units in accordance with Applicable Law, without charge or limitation whatsoever and without the consent of the Tower Board or any other Tower Unit Owner. The Property is currently encumbered by a construction loan mortgage in favor of Sheepshead Bay Road Lender, LLC in the aggregate principal amount of $126,443,000 (the "Mortgage"). The Mortgage does not place any limit on Tower Sponsor's right to rent rather than sell Tower Units (but does require the consent of the mortgagee to do so). Tower Sponsor does not currently contemplate limiting its right to rent rather than sell based on objective,

articulable criteria such as a significant decline in market prices of a specific percentage. Depending on market conditions, it is conceivable that Tower Sponsor may find it more desirable to continue to rent one or more Tower Units rather than to sell them. As a result, there is no commitment by Tower Sponsor to, and it is conceivable (although unlikely) that Tower Sponsor will not, sell more than the minimum 15% of the Tower Units necessary to declare the Plan effective, and that owner occupants may never gain effective control and management of the Tower Section.

As a result of the foregoing, some (and possibly many) of the Tower Units may be occupied by renters and not Tower Unit Owners. The occupancy of Tower Units by renters instead of Tower Unit Owners may limit or impair a Purchaser's ability to obtain financing or refinancing (see paragraph 1 above in this Section), depending on the number of owner-occupied Tower Units and the requirements of lenders at the time. A Purchaser's ability to resell his Tower Unit may similarly be limited or impaired if at such time many lenders have a higher minimum requirement of owner-occupied Tower Units than may then exist in the Building.

The Tower By-Laws do not include a provision that, after the Initial Control Period, a majority of the Tower Board of Managers must be owner-occupants or members of an owner-occupant's household who are unrelated to Tower Sponsor and its principals. Owner-occupants and non-resident owners (including Tower Sponsor) may have inherent conflicts on how the Tower Section should be managed, due to their different reasons for purchasing (i.e., purchase as a home as opposed to as an investment).

In addition, purchasers should note that the mortgagee of the Mortgage is affiliated with the Base Unit Owner and possesses certain rights with regard to such Mortgage until the Mortgage shall be paid in full.

See the Sections of the Plan entitled "**Control by Sponsor**" and "**Rights and Obligations of Tower Board/Summary of Tower By-Laws**".

14. Potential net credit to Tower Sponsor on closing adjustments

Closing adjustments could result in a net credit owed from the Tower Board to Tower Sponsor, which net credit could be

paid to Tower Sponsor at the time of the First Tower Unit Closing from the Working Capital Fund. However, if such payment of any net credit owed to Tower Sponsor would serve to reduce the amount in the Working Capital Fund below $5,000, then the unpaid balance of any such net credit owed to the Tower Sponsor shall be paid to Tower Sponsor by the Tower Board, without interest, in twelve equal consecutive monthly installments pursuant to the terms of a negotiable promissory note to be executed by the Tower Board at the First Tower Unit Closing. The Tower Board shall be entitled to prepay such promissory note in full only, at any time and without penalty. See the Section of the Plan entitled **"Working Capital Fund; Closing Adjustments with Tower Board; Reserve Fund".**

15. Potential income tax liability of Condominium

Under Section 528 of the Internal Revenue Code, the overall Condominium Board may be eligible to elect for the entire Condominium to be exempt from Federal income tax on Common Charges collected from the Unit Owners provided that the requirements of Section 528 are met. However, because of certain tests for qualification, including the composition of the Condominium's receipts and expenditures, and because of certain ambiguities in the language of Section 528 which are not clarified by the legislative history, rulings, or regulations, it is not presently possible to determine the application of Section 528 to the Condominium. Accordingly, while a Section 528 election may be contemplated, such an election may not be applicable to the Condominium. If an election under Section 528 is not available or in effect for a taxable year, the tax status of the Condominium will be governed by the rules in effect prior to the enactment of Section 528. Purchasers should note that, if the Condominium does not qualify for the election under Section 528, no monies have been set aside for possible taxes arising therefrom, and any such taxes would have to be paid from a possible increase in the Condominium's common charges, or the imposition of an assessment. See the Section of the Plan entitled **"Income Tax Deductions to Unit Owners/Tax Status of Condominium".**

16. Condition of Property

As set forth in the **"Description of Property and Building Condition"** in Part II of the Plan, Tower Sponsor's architect expresses no opinion as to whether any anticipated reserve fund or working capital fund to be established by Tower Sponsor will be sufficient to pay for major capital improvements

or replacements which are reasonably foreseeable within the first three years of Condominium operation. If such fund is not sufficient therefor, Tower Unit Owners of the Condominium will have to fund any such improvements and replacements themselves, either through increases in common charges, assessments, or some other means. There is no requirement under applicable law that Tower Sponsor establish any reserve fund, separate and apart from the working capital fund. However, pursuant to section 6.1.12 of the Bylaws of the Condominium, the Tower Board is required to establish and maintain a reserve fund consisting of cash, a letter of credit, or securities, in an amount equal to fifteen percent (15%) of the aggregate Tower Common Charges payable with regard to all Tower Units. At the First Unit Closing, Tower Sponsor shall (voluntarily and without any legal or other obligation to do so) satisfy the Tower Board's initial reserve fund establishment obligation by paying to the Tower Board the sum of $85,376, which amount is 15% of the aggregate Tower Common Charges budgeted for the first year of Condominium operation. However, since the Tower Board is obligated under the Bylaws of the Condominium to maintain such a reserve fund in an amount equal to 15% of the aggregate annual Tower Common Charges payable with regard to all Tower Units, in the event that the Tower Board shall expend any monies from such reserve fund, it shall be the obligation of the Tower Board to replenish the amount so expended so as to cause the balance of such reserve fund to once again equal 15% of the aggregate annual Tower Common Charges payable with regard to all Tower Units for such year. In addition, beginning on the fourth anniversary of the date of the first Tower Unit Closing, the Tower Board shall be obligated to contribute to such reserve fund an additional $75,000 per year, with such latter sum to be adjusted annually for inflation in accordance with section 11.5 of the Bylaws of the Condominium. There is no assurance, and no representation is made, that the amount of such reserve fund will be sufficient to pay for needed capital expenditures for the Tower Section. In the event that the Property or the Common Elements require significant expenditures for substantial repairs or replacements, it is possible that the amount of the reserve fund will not be sufficient to fund them, and it is likely that they will need to be funded through increases in Tower Common Charges, or special assessments, imposed on the Tower Unit Owners. In addition, the requirement of the Tower Board for replenishment, if any, of such reserve fund, and the obligation of the Tower Board to contribute the additional annual contribution to such reserve fund, commencing on the fourth anniversary of the First Tower Unit Closing, in the amount of $75,000, adjusted annually for inflation, may itself require

that Tower Common Charges be increased, or an assessment imposed on all Tower Unit Owners, to fund such obligations. See **"Working Capital Fund".**

17. Usable area of Tower Units

Tower Units will consist of the area measured: (i) horizontally by (a) the exterior face of the exterior walls of the Building bounding such Tower Unit, (b) the exterior face of walls (other than the aforesaid exterior walls) separating such Tower Unit from Common Elements (if any), and (c) the centerline of walls separating such Tower Unit from other Tower Units and (ii) vertically by the underside of the Tower Unit's finished flooring and the exposed painted face of the concrete ceiling or the unexposed side of the Tower Unit's drywall ceiling, where applicable. Unit measurements are approximate within reasonable tolerances. Since the measurements are from the exterior of the Tower Units, the measurements include area that is not useable, including wall cavity space, columns, load bearing partitions and mechanical pipes and chases (whether along the perimeter or within the Tower Unit). Consequently, the actual usable volume of any Tower Unit is significantly less than the dimensions stated for such Tower Unit.

See Schedule A and the footnotes thereto.

18. Certificate of Occupancy

Purchasers are advised that, in New York City, newly constructed buildings like the Building are sometimes offered as condominium projects without a permanent certificate of occupancy ("PCO") covering the entire building, but with only a temporary certificate of occupancy ("TCO"), and sometimes with several successive TCO's. Certificates of occupancy are generally governed by New York State Multiple Dwelling Law §301, as well as local building codes and rules. Both TCO's and PCO's are issued by the New York City Department of Buildings ("DOB"). A TCO is intended to indicate that a property conforms substantially to the DOB approved plans and specifications, and to the requirements of all applicable laws, rules, and regulations for the uses and occupancies specified in the TCO. No change of use or occupancy shall be made unless a new certificate of occupancy is issued. All TCO's have an expiration date, which is typically 90 days after its date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell Units. In New York City, it is common for Sponsors to commence

Unit closings when some or all Units are covered by a TCO rather than a PCO. Tower Sponsor anticipates that such will be the case with regard to the Tower Units at the Property. Tower Sponsor and its principals will undertake the responsibility for extending each TCO received prior to the expiration thereof, and, ultimately, for obtaining a PCO covering all of the Tower Units within two years from the date of the issuance of the first TCO. However, Tower Sponsor and its principals make no representation or guarantee that the DOB will issue the PCO within such two-year period. Notwithstanding the foregoing, Tower Sponsor and its principals are obligated to procure the PCO for all of the Tower Units, and shall exercise best efforts to obtain the PCO within such two-year period while keeping the TCO's current. Tower Unit Owners and the Board of Managers shall be obligated to cooperate with, and refrain from interfering with, Sponsor in these undertakings. **Because renovations in a Tower Unit that involve the issuance of alterations permits by the DOB would cause delays in the issuance of the PCO, Tower Unit Owners will not be able to apply for such permits, or to do any renovations requiring such permits, prior to the issuance of the PCO.** Purchasers are advised to visit the DOB website for further recommendations when purchasing a Tower Unit in a Building that does not have a PCO. A factsheet on certificates of occupancy is available on the DOB website, at:

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

See the Section of the Plan entitled **"Rights and Obligations of Tower Sponsor".**

19. Closing Delays

Tower Sponsor anticipates that the First Tower Unit Closing will occur by November 1, 2017. Purchasers will be offered a right of rescission if: (i) the actual date of the First Tower Unit Closing, or (ii) the projected date of the First Tower Unit Closing, occurs later than November 1, 2018, which is one year after the projected date for the First Tower Unit Closing. If the Plan is amended to provide for a later projected date for the First Tower Unit Closing, Purchasers will be entitled to an offer of rescission if the First Tower Unit Closing occurs more than one year beyond that amended, later date. However, if the First Tower Unit Closing occurs on or before November 1, 2017, Tower Sponsor may schedule the closings of title to other Tower Units significantly later than such date. Unless a Purchase Agreement contains an outside Closing

Date, Tower Sponsor shall not be obligated to schedule the Closing within any specified timeframe or to ensure that the Closing of title to a Tower Unit will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD, THEREFORE, CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A TOWER UNIT. See the Section of the Plan entitled **"Procedure to Purchase"**.

20. Interim Leases and Failure to Close and Vacate

As more fully set forth in the section of the Plan entitled **"Interim Leases"**, Tower Sponsor reserves the right to rent or lease vacant Tower Units to Purchasers at any time, both before and after the First Tower Unit Closing, and to non-Purchasers following the First Tower Unit Closing. The form of Interim Lease is set forth in Part II of this Plan. The term of each such Interim Lease shall expire on the earliest to occur of: (i) the date of closing of title to the Tower Unit covered by such Interim Lease; (ii) the date fixed in the Interim Lease for the expiration of the term; (iii) the date upon which the Interim Lease is terminated at the option of Tower Sponsor by reason of a default by the Purchaser-tenant under the Interim Lease or a casualty or condemnation affecting the Tower Unit; or (iv) the date upon which the Interim Lease is terminated by the Purchaser-tenant or Tower Sponsor as may be provided therein. In the event that an Interim Lease is terminated for a reason other than the closing of title to him/her of such Tower Unit, Purchaser-tenant shall become obligated to pay to Tower Sponsor liquidated damages in the amount of $250 per diem for each day after the expiration of the occupancy period set forth in the Interim Lease that he/she shall remain in possession. In addition, the form of Interim Lease provides (in its paragraph 6(i)) that each such Purchaser-tenant agrees and consents to the entry of a judgment of possession and the issuance forthwith of a warrant of eviction, in accordance with, and subject to, Applicable Law. See **"Interim Lease"**, below, and form of Interim Lease set forth in part II, below.

21. Delay in Collection of Tower Common Charges

Tower Sponsor reserves the right to delay the commencement of collection of Tower Common Charges until the earlier to occur of: (i) one year after the First Tower Unit Closing, or (ii) the date upon which closings shall have occurred for Tower Units having an aggregate Common Interest of not less than FIFTY PERCENT (50%) of the aggregate Tower Common Interest. During any such delay, Tower Sponsor will timely pay

all expenses of the Tower Section, including but not limited to insurance premiums and any reserve fund payments required by lenders. Such expenses shall not include individual Tower Unit Owner expenses such as real estate taxes, utility charges, and the like. Upon the commencement of collection of Tower Common Charges, there will not be an assessment for any item set forth in the approved budget for the Condominium. Tower Sponsor shall remain obligated to cause the budget for the Condominium to be updated as provided for in governing regulations. In the event that Tower Sponsor elects to delay the collection of Tower Common Charges, it will disclose such fact in the closing notice to Purchasers and will further disclose such fact in the Post-Closing amendment to this Plan. Such amendment will also disclose the anticipated period of delay. Tower Sponsor will notify all Tower Unit Owners in writing as to the expiration of the delay period at least thirty (30) days prior to the commencement of collection of Tower Common Charges, and will disclose such fact in the next following amendment to this Plan. See the Section of the Plan entitled **"Rights and Obligations of Tower Sponsor"**.

22. Use of trademarks

The owner of the Base Unit and the Tower Board may, from time to time either own rights in, or enter into agreements providing rights in, certain trademarks, trade names and/or other intellectual property allowing for the association of the Base Unit and the Tower Board with a particular brand or chain (such brand or chain, the "brand"; and such intellectual property, the "brand intellectual property"). For so long as the Base Unit and the Tower Board are associated with the brand, the owner of the Base Unit and the Tower Board and the brand shall each have the right to require that the Base Unit and the Condominium (including, without limitation, the Common Elements) be operated, managed and maintained at a minimum according to the standards of quality, service, character, appearance and image required by the brand, as the same may be amended from time to time (the "brand standards"). The brand intellectual property shall at all times remain the sole and exclusive property of the brand. Under no circumstances shall the brand intellectual property be deemed part of the Condominium property or an appurtenance of any individual Tower Unit. In no event shall the Condominium, the Condominium Board, the Tower Board, or the Tower Unit Owners, have any right, title or interest in any name under which the Base Unit alone is operated.

23. Owner of Base Unit not affiliated with Tower Sponsor

Notwithstanding any other condition, statement, or understanding of any Tower Unit Owner, the Condominium Board or any other person to the contrary: (i) neither the Base Unit Owner nor the owner of the brand shall be deemed to, and has not acted as, the Sponsor, broker or marketer (or in any similar capacity) in connection with the Tower Units or the marketing or sale of the Towers Units; and (ii) neither the Base Unit Owner nor the owner of the brand makes, nor shall they be deemed to have made, any representations or warranties of any nature whatsoever in connection with the Tower Units, the creation of the Condominium, or the marketing or sale of the Tower Units. The purchasers of Tower Units are not third party beneficiaries of any agreement between the Sponsor and the Base Unit Owner or affiliates of the Base Unit, the brand or brand intellectual property. No Tower Unit Owner shall be deemed a third-party beneficiary of any agreements between Sponsor, Tower Sponsor, or any other owner of the Base Unit and the brand. No Tower Units shall be, nor shall the Tower Units be considered to be, branded with the brand.

24. Managing Agent

The Condominium (including the Tower Units) will be managed by an entity that is affiliated with AvalonBay Communities, Inc. ("AVB") pursuant to a management agreement that will have an initial term of five years (which term is longer than the initial term in typical management agreements for newly constructed condominiums); the Base Unit is also owned by an affiliate of AVB. In addition, and notwithstanding the stated duration of any such term, for as long as AVB, or any affiliate thereof, shall own any interest in the Base Unit, the Tower Board will not be able to replace the Managing Agent without the consent of AVB. The Managing Agent is legally, and will be contractually, obligated to manage the entire Building (including the Tower Units) in accordance with industry standards for fine buildings of its type, and in fulfillment of its fiduciary duties to the Base Unit Owner as well as to all Tower Unit Owners. Such fiduciary duties will require the Managing Agent to always act in the best interests of the Tower Unit Owners. See Schedule B and footnotes thereto, and the section of the Plan entitled **"Management Agreement, Contracts and Leases"**.

25. Tower Common Expenses and Tower Common Charges

The Tower Board Of Managers shall from time to time, and at least annually, prepare a budget for the Tower Section, determine the amount of the Tower Common Charges payable by the Tower Unit Owners to meet the Tower Common Expenses, and allocate and assess such Tower Common Charges and Tower Expenses among the Tower Unit Owners according to their respective Tower Common Interests. The Tower Common Expenses shall consist of all costs necessary to maintain the Tower Section, including but not limited to the Tower Section's share of the General Common Expenses, as established from time to time by the Board Of Managers of the Condominium, as well as the Tower Section Expenses, including but not limited to the salaries and fringe benefits for any employees of the Tower Section, the cost of common sewer charges, supplies, and insurance premiums on all policies of insurance required to be or which have been obtained by the Tower Board of Managers. The Tower Common Expenses shall also include 41.135% of the "surface parking maintenance costs" (which term is defined in Exhibit H to the Declaration as all costs necessary and appropriate to maintain and repair the asphalt surfaces of the surface parking area of the Property, including but not limited to snow removal, asphalt repair, remilling and restriping). The Tower Common Expenses shall also include such amounts as the Tower Board of Managers may deem proper for the operation and maintenance of the Tower Section, including, without limitation, an amount for a reserve fund for replacements, and to make up any deficit in the Tower Common Expenses for any prior year. The Tower Common Expenses may also include such amounts as may be required for the purchase or lease by the Tower Board of Managers, or its designee, on behalf of all Tower Unit Owners, of any Tower Unit whose Tower Unit Owner has elected to sell or lease such Tower Unit or of any Tower Unit which is to be sold at a foreclosure or other judicial sale, together with such amounts as may be necessary to maintain such Tower Units adequately. The Tower Board Of Managers shall also, where necessary, impose assessments or additional Tower Common Charges in order to meet any unanticipated Tower Common Expense. See Schedule B and the footnotes thereto, and the **Tower Bylaws**.

26. Floor numbers

As is common in new construction buildings like this, different floor-numbering systems are used for administrative filing purposes (i.e., the Tower Section starts at the 18th floor) and for marketing purposes (i.e., the Tower Section

starts at what is called the 20th floor, because there are no floors denominated as "2nd Floor" or "13th Floor" in the Building).

27. Refunds of Custom Work Costs

In the event of rescission of a Purchase Agreement by a Purchaser who has theretofore paid any custom work costs to Tower Sponsor, the Purchaser will not receive a refund of any such custom work costs paid theretofore to the extent that such costs have been expended theretofore. In the event of abandonment or withdrawal of this Plan by Tower Sponsor, a Purchaser who has theretofore paid any custom work costs to Tower Sponsor will receive a full refund of the custom work costs. See the Section of the Plan entitled "**Procedure to Purchase**" and the form of Purchase Agreement set forth in part II of this Plan.

28. Flood Zone

The Property is located in a flood zone designated by the Federal Emergency Management Agency ("FEMA") as Zone A/AE. That flood zone classification is classified as "high risk", defined by FEMA regulations as "an area of high flood risk subject to inundation by a 1% annual-chance flood event". FEMA is in the process of updating currently-effective Flood Insurance Rate Maps for New York City, which could theoretically result in the Property being assigned a higher-risk designation (although there is no indication that the Property will be assigned any such higher-risk designation). In the event that the Property is assigned a higher-risk designation, the flood insurance premiums payable by the Condominium will increase, perhaps significantly, and the Tower Common Charges payable by Tower Unit Owners will increase concomitantly.

29. Disclosure Regarding FinCEN Geographic Targeting Order

New regulations adopted by the United States Department of the Treasury Financial Crimes Enforcement Network require that certain title insurance companies are now required to collect and report information regarding purchasers in transactions closing on and after August 28, 2016 and until the expiration of such order where: (1) the purchaser is a corporation, limited liability company, partnership or other similar business entity (whether formed under the laws of a state or of the United States or a foreign jurisdiction); (2) the purchaser purchases residential real property located in New

York City; (3) the total purchase price is in excess of $1,500,000 for property in the Boroughs of Brooklyn, Queens, Bronx or Staten Island; (4) such purchase is made without a bank loan or other similar form of external financing; and (5) the purchase is made at least in part using currency or a cashier's check, a certified check, a traveler's check, a personal check, a business check, or a money order in any form. A prospective Purchaser of a Tower Unit for more than $1,500,000 should note such reporting requirement by its title company.

30. Disclosure Regarding Parking Spaces

In accordance with law, the parking spaces may be used solely for the storage of passenger motor vehicles of the Tower Unit Owners who have licensed them, or to sublicensees thereof, except that, to the extent that any such spaces are not used by such occupants, such spaces may be rented by the Tower Sponsor to persons other than occupants. A parking space which has been thus rented shall be made available to an occupant within 30 days after written request therefor. However, such space may also be used for the storage of any type of mechanical or motor-driven equipment or other accessory device or passenger bus required for the proper maintenance of the Property.

One parking space (the "Disabled Parking Space") has been designated as a disabled parking space and will be the last parking space licensed if it has not previously been licensed to a Purchaser who him/herself, or a member of his/her family, has a vehicle with disabled-parking license plates. The licensing of the Disabled Parking Space, and any subsequent sale or transfer (or sublicensing) thereof, shall be subject to the following conditions.

In the event that a Tower Unit Owner, or a member of his/her family residing in his/her Tower Unit, shall become disabled and shall acquire disabled-parking license plates for his/her vehicle, and such Tower Unit Owner is the licensee of a parking space other than the Disabled Parking Space, such Tower Unit Owner shall have the right to demand that the owner of the Disabled Parking Space trade the Disabled Parking Space with the parking space licensed by such disabled Tower Unit Owner.

In the event that a Tower Unit Owner, or a member of his/her family residing in his/her Tower Unit, shall become disabled and shall not then be a licensee of a parking space, such disabled Tower Unit Owner shall have the right to demand that the licensee of the Disabled Parking Space transfer the

license thereto at then current, fair market value to such disabled Tower Unit Owner. All costs and expenses involved in the transfer of such license to the Disabled Parking Space, including, without limitation, title abstracts, title insurance, transfer taxes and recording fees, and reasonable attorney fees, if any, shall be borne by the party requesting the transfer.

The licensee of the Disabled Parking Space shall comply with such demand within thirty (30) days after such written demand. If the parties cannot agree on the fair market value of the Disabled Parking Space license, then the parties shall submit the matter to binding arbitration before a single arbitrator appointed by the American Arbitration Association, in accordance with the notice, service and other requirements of such entity that shall then be in effect. See the section of the Plan entitled **"Parking Spaces"**.

31. Dispute Resolution

Disputes regarding the Down Payment or the Purchase Agreement shall be resolved by litigation. Except as prohibited by Applicable Law, Tower Sponsor and all Purchasers expressly waive trial by jury in any litigation arising out of, connected with, or relating to, the Down Payment or the Purchase Agreement. This means that, should any trial occur, the verdict will be rendered by a judge, not a jury. With respect to any matter for which a jury trial cannot be waived, Tower Sponsor and all Purchasers shall not 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. See the section of the Plan entitled **"Procedure to Purchase"**.

INTRODUCTION

Purpose of the Plan

MD Sheepshead Bay LLC ("**Tower Sponsor**"), presents this offering plan (the "**Plan**") for the sale of the condominium units known as the Tower Units in the building being constructed at 1524 Sheepshead Bay Road (a/k/a 1501 Voorhies Avenue), Brooklyn, New York (the "**Building**"), and the parcel of land on which it is situated (such parcel of land and the Building being collectively referred to as the "**Property**"). The Building also contains a "**Base Unit**" on floors one through 19, comprising 180 rental apartments. Neither the Base Unit nor any interest therein is being offered herein.

The purpose of the Plan is to set forth all of the material terms of the offer to present the Tower Units for sale under condominium ownership.

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

The Plan may be amended from time to time upon the filing of an amendment with the Department of Law of the State of New York (the "**Department of Law**"). Amendments will be served on all Unit Owners, purchasers, contract vendees and offerees as defined in Part 20 of the Regulations promulgated by the Attorney General in Title 13 NYCRR, by either personal delivery or certified mail.

The Condominium

The Tower Units shall be marketed and known as "**1 Brooklyn Bay Condominiums (The Tower Units in Sheepshead Bay Road Condominium)**". The Condominium is an existing two-unit condominium known as "The Sheepshead Bay Road Condominium", formed pursuant to a No-Action Letter dated January 8, 2016 issued by the New York State Department of Law. The Condominium will comply with and will be subject to Article 9-B of the Real Property Law of the State of New York, as amended (the "**Condominium Act**").

The Condominium will consist of the Base Unit and the 56 Tower Units. The Condominium will be governed, and all decisions affecting the Condominium as a whole shall be made, by a Board of Managers (the **"Condominium Board"**), on which the Base Unit Owner and the Tower Unit Owners shall have representation, as set forth more fully below. The members of the Condominium Board shall endeavor to act at all times as a deliberative body acting in the best interests of all Unit Owners of the Condominium on all common matters. In addition, the Tower Units themselves shall be governed, and all decisions affecting the Tower Units only shall be made, by a Tower Board of Managers (the **"Tower Board"**). The Tower Board shall appoint the Tower Unit Owners' representatives on the Condominium Board.

Tower Sponsor

Tower Sponsor is MD Sheepshead Bay LLC, a New York limited liability company having an office at 118-35 Queens Boulevard, 16th floor, Forest Hills, New York 11375. Tower Sponsor was formed on October 22, 2013.

The Property is owned, and was acquired in 2014, by Sheepshead Bay Road Owner, LLC, a Delaware limited liability company having an office c/o AvalonBay Communities, Inc., 671 North Glebe Road, Arlington, Virginia 22203.

The Property was converted to a two-unit condominium, consisting of a Tower Section and a Base Section, pursuant to No-Action Letter No. NA 15-0229 issued to Sheepshead Bay Road Owner, LLC by the New York State Department of law on January 8, 2016, and a Declaration of Condominium dated January 13, 2016 and recorded by the City Register, Kings County as CRFN 2016000082310 on March 9, 2016 (the **"Declaration"**). The Declaration contemplated the subdivision of the Tower Section into the fifty-six (56) Tower Units, and the offering for sale of such Tower Units, as reflected in this Plan.

The Offer

Tower Sponsor hereby offers a total of fifty six (56) Tower Units for sale under this Plan. (The Tower Units are sometimes referred to herein simply as the "Units"). All of the Tower Units are being offered vacant. The initial prices and estimated Common Charges for each of the Tower Units are set forth in the Section of the Plan entitled **"Offering Prices and Related Information, Schedule A" ("Schedule A")**. THESE PRICES HAVE BEEN SET BY TOWER SPONSOR AND ARE NOT SUBJECT TO REVIEW OR

APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENTAL AGENCY.

Tower Sponsor also offers the licenses for a total of forty three (43) outdoor parking spaces (the **"Parking Spaces"**) at the license acquisition amounts set forth in Schedule A-1 (**"Schedule A-1"**). The Parking Spaces shall be part of the General Common Elements of the Condominium. These license acquisition amounts have been set by Tower Sponsor and are not subject to review or approval by the Department of Law or any other governmental agency.

Features of condominium ownership

Ownership of a Unit is similar in many respects to ownership of a private home. The owner of each Tower Unit (the **"Tower Unit Owner")** owns fee title to his Tower Unit and is entitled to the exclusive possession thereof. In addition, each Tower Unit Owner also owns, in common with every other Unit Owner, an undivided percentage interest in all parts of the Property other than the Tower Units and Base Unit themselves (the **"Common Elements")**. The passenger elevator that services only the Tower Units shall be deemed a Common Element exclusive to the Tower Section. To the extent that a Tower Unit has appurtenant to it a balcony or terrace, each such balcony and terrace shall be deemed a **"Limited Tower Common Element"** of the Condominium appurtenant to each such respective Tower Unit. Although, to the extent they exist, any such Limited Tower Common Element is reserved for the exclusive use of the designated Tower Unit to which it is appurtenant, all Limited Tower Common Elements are part of the Common Elements in which all Unit Owners have undivided interests, and they are not part of the space within any Tower Unit, which is owned exclusively by the Tower Unit Owner.

There are no fixtures or equipment in a Tower Unit that are described in the Plan that are not included in the offering price for such Tower Unit; the offering price stated for each Tower Unit is not conditioned on the fixtures or equipment selected.

The undivided percentage of each Tower Unit in the Common Elements (the **"Common Interest"**) has been determined upon the basis of each Tower Unit's floor space, location, uniqueness, overall dimensions, availability of Common Elements for exclusive or shared use, and similar factors of relative value to other space in the Condominium. These allocations are

made pursuant to Real Property Law section 339-i(1)(iv). The aggregate Common Interests of all Units equals one hundred percent (100%). Each Tower Unit's Common Interest is listed in Schedule A. Each Tower Unit Owner must pay common charges proportionate to the Common Interest allocated to his Tower Unit, pursuant to Real Property Law sections 339-i and 339-m, and further pursuant to 13 NYCRR Part 20.

The authority to manage the Condominium is vested in the Condominium Board, the members of which are elected in accordance with the Condominium's By-Laws. The authority to manage the Tower Section is vested in the Tower Board, the members of which are elected in accordance by vote of the Tower Unit Owners in accordance with their respective Common Interests pursuant to the Tower By-Laws (with the exception of the Tower Sponsor or its designee, which will maintain certain control beyond that to which it would be entitled as an ordinary function of its ownership interest). Each Tower Unit Owner is obligated to comply with the Declaration, the By-Laws, the Tower By-Laws, the Rules and Regulations of the Tower Section, and any other requirements lawfully imposed by the Condominium Board or the Tower Board. **NEITHER THE TOWER BOARD NOR THE TOWER UNIT OWNERS SHALL HAVE ANY CONTROL OVER THE CONDOMINIUM BOARD.** See the Sections of the Plan entitled **"Rights and Obligations of Unit Owners"** and **"Rights and Obligations of Tower Board/Summary of By-Laws."**

Tower Sponsor is obligated to defend any actions, suits or proceedings arising from Tower Sponsor's acts or omissions, and to indemnify the Condominium, the Tower Board, and the Tower Unit Owners with regard thereto.

The Tower Board will, from time to time, assess all Tower Unit Owners, in proportion to the respective Common Interests of their Tower Units, charges (the **"Common Charges"**) for, among other things, the cost and expense of operating, maintaining and repairing the Tower Common Elements (the **"Tower Common Expenses"**), as well as the cost and expense of operating, maintaining and repairing the General Common Elements of the Condominium. Each Tower Unit Owner will be solely responsible for the payment of all Common Charges assessed against him. See the Section of the Plan entitled **"Rights and Obligations of Unit Owners."** An estimate of Common Charges that will be payable by each Tower Unit Owner during the first year of Condominium operation of the Property is set forth in Schedule A.

Each Tower Unit Owner may freely mortgage his Tower Unit, as he sees fit, with such lender and in such amount as he chooses, subject only to compliance with certain filing requirements contained in the Condominium's By-Laws. See the Sections of the Plan entitled **"Rights and Obligations of Unit Owners"** and **"Rights and Obligations of Tower Board/Summary of By-Laws."** Each Tower Unit is separate and is not subject to the lien of any mortgage on any other Tower Unit.

Any Tower Unit Owner may sell or lease his Tower Unit to anyone, without restriction or limitation, subject only to: the right of first refusal in favor of the Tower Board or a third party produced by the Tower Board to acquire or lease such Tower Unit upon the same terms offered to the prospective buyer or tenant, and subject further to the restriction that, for so long as Tower Sponsor shall still own any Unsold Tower Units, no Tower Unit Owner may sell his Tower Unit until one year shall have elapsed from the date of his Tower Unit Closing, as set forth in Special Risk 12. **Tower Units owned by Tower Sponsor or any Tower Sponsor Successor are not subject to this right of first refusal.** See the Section of the Plan entitled **"Rights and Obligations of Unit Owners"** for further discussion.

Purchasers should note that: the Tower Board does not have the right to approve or disapprove purchasers; there is no limit on the number of Tower Unit Owners who may purchase for investment rather than for personal occupancy; and there may always be a substantial percentage of Tower Unit Owners who are non-residents.

Each Tower Unit will be taxed as a separate tax lot for real estate tax and assessment purposes, and each Tower Unit Owner will be solely responsible for the payment of all real estate taxes and assessments on his Tower Unit.

An estimate of the real estate taxes and assessments that will be payable by each Tower Unit Owner during the first year of condominium operation of the Property is listed in Schedule A. See the Footnotes to Schedule A for further discussion. No Tower Unit Owner will be liable for the payment of, and no Tower Unit will be subject to, any lien arising out of the nonpayment of real estate taxes or assessments levied against any other Tower Unit. See the Section of the Plan entitled **"Income Tax Deductions to Unit Owners and Tax Status of the Condominium"** for a discussion of additional tax aspects of condominium ownership.

Each Tower Unit Owner may decorate the interior of his Tower Unit in any desired manner, subject to compliance with the Tower By-Laws and the Rules and Regulations promulgated pursuant thereto (to the extent applicable), and will be solely responsible for the cost and expense of maintaining, repairing and painting his Tower Unit, as well as obtaining separate casualty and liability insurance applicable solely to his Tower Unit. See the Sections of the Plan entitled **"Rights and Obligations of Unit Owners"** and **"Rights and Obligations of the Tower Board/Summary of By-Laws."**

Summary of contents of the Plan

The agreement to purchase a Tower Unit is called a **"Purchase Agreement"**, the general form of which is set forth in Part II of the Plan. The procedure to purchase is summarized in Part I of the Plan in the Section entitled **"Procedure to Purchase."**

Section 352-eeee of the GBL is set forth in Part II of the Plan.

The salient provisions of the Declaration, the Condominium By-Laws, the Tower By-Laws, and the Rules and Regulations of the Tower Section promulgated pursuant to the Tower By-Laws (the **"Tower Rules and Regulations"**, are partially summarized below in the Sections entitled **"Rights and Obligations of Unit Owners"** and **"Rights and Obligations of Tower Board/Summary of By-Laws"** and are reproduced in full in Part II of the Plan.

The form of deed that Tower Sponsor will issue to Purchasers of the Tower Units and the form of power of attorney that each Tower Unit Owner will be required to give to the Condominium Board and to Tower Sponsor pursuant to the terms of the Tower By-Laws (the **"Unit Owner's Power of Attorney"**) are set forth in Part II of the Plan.

The form of Parking Space License is also set forth in Part II of the Plan.

The Certifications of Tower Sponsor, Tower Sponsor's Architect, and Tower Sponsor's Expert Concerning Adequacy of Budget, are set forth in Part II of the Plan.

The Plan delivered to the Department of Law, including all Schedules and Parts A, B and C of the Exhibits, constitutes

the entire offer. Copies of the Plan and Parts A, B and C of the Exhibits will be available for inspection without charge to prospective Purchasers and their attorneys at the office of Tower Sponsor by appointment. In addition, copies of the Plan, including all Exhibits, will also be available for inspection and copying for a reasonable fee at the Department of Law.

Tower Sponsor intends, and represents that it will endeavor in good faith, to sell all of the Tower Units rather than rent them. However, Tower Sponsor reserves the right, to be exercised in its unconditional discretion after consummation of the Plan, to rent rather than sell Tower Units. If Tower Sponsor makes a bulk sale of all or some of the Tower Units, the transferee shall be bound by Tower Sponsor's representations regarding its commitment to sell Tower Units. There are no objective conditions under which Tower Sponsor reserves the right to rent rather than sell Tower Units, and no objective conditions under which Tower Sponsor shall resume sales. Tower Sponsor reserves the right to sell Tower Units to investors who intend to rent and not to occupy their Tower Units personally. In addition, Tower Sponsor and any Tower Sponsor Successor may from time to time freely rent any Unsold Tower Units in accordance with Applicable Law, without charge or limitation whatsoever and without the consent of the Condominium Board, the Tower Board, or any other Tower Unit Owner. The Property is currently encumbered by a construction loan mortgage in favor of Sheepshead Bay Road Lender, LLC in the aggregate principal amount of $126,443,000 (the "Mortgage"). Tower Sponsor intends to split the Mortgage into two components, one covering the Tower Units (which will have a balance of approximately $48,841,154) and the other covering the Base Unit (which will have no impact on the Tower Section, the Tower Units, or purchasers thereof). The Mortgage does not contain any provision which would obligate Tower Sponsor to market Tower Units for sale. The Mortgage does not place any limit on Tower Sponsor's right to rent rather than sell Tower Units. Tower Sponsor does not currently contemplate limiting its right to rent rather than sell based on objective, articulable criteria such as a significant decline in market prices of a specific percentage. Depending on market conditions, it is conceivable that Tower Sponsor may find it more desirable after consummation of the Plan to continue to rent one or more Tower Units rather than to sell them. As a result, there is no commitment by Tower Sponsor to, and it is conceivable (although unlikely) that Tower Sponsor will not, sell more than the minimum 15% (i.e., nine) of the Tower Units necessary to declare the Plan effective, and that owner occupants may never gain effective control and

management of the Tower Section.

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 if the Tower Sponsor shall not have sold a substantial percentage of the Tower Units (which, in some cases, may be as high as 70%). Moreover, some lenders will not provide financing in a building where an investor other than the original sponsor has an ownership interest of 10% or more. It also may be difficult for a Purchaser to resell a Tower Unit if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions. Finally, it is possible that some lenders may decline to make mortgages on Tower Units due to the fact that a large portion of the Building will consist of the Base Unit, comprising 180 rental apartments. Please see the Sections of the Plan entitled "**Procedure to Purchase**" and "**Closing of Title to Units and Terms of Sale**", below, and the form of Purchase Agreement set forth in Part II of the Plan.

The Tower By-Laws do not include a provision that, after the Initial Control Period, a majority of the Tower Board members must be owner-occupants or members of an owner-occupant's household who are unrelated to Tower Sponsor and its principals. Owner-occupants and non-resident owners (including Tower Sponsor) may have inherent conflicts on how the Tower Section should be managed, due to their different reasons for purchasing (i.e., purchase as a home as opposed to as an investment).

The Tower Board does not have the right to approve or disapprove purchasers. There is no limit on the number of Tower Unit Owners who may purchase for investment rather than for personal occupancy; consequently, there may always be a substantial percentage of Tower Unit Owners who are non-residents. **IN ADDITION, FOR SO LONG AS TOWER SPONSOR SHALL STILL OWN ANY UNSOLD TOWER UNITS, NO TOWER UNIT OWNER MAY SELL HIS TOWER UNIT UNTIL ONE YEAR SHALL HAVE ELAPSED FROM THE DATE OF HIS TOWER UNIT CLOSING.**

NEITHER THE TOWER BOARD NOR THE TOWER UNIT OWNERS SHALL HAVE ANY CONTROL OVER THE CONDOMINIUM BOARD.

The operation of the Condominium shall be subject to the Declaration and the Condominium By-Laws; conflicts between the Condominium By-Laws and the Tower Section By-Laws shall be resolved in favor of the Condominium By-Laws.

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

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The Building will be a newly-constructed structure consisting of 28 stories above grade and one below-grade story. The Property will include the following recreational facilities and amenities: swimming pool, cabanas, barbecue, bocce pitch, dog run, fitness center, game room, dining room, club room and lounge (both interior and exterior). The Property will also contain 45 outdoor parking spaces, which will be a General Common Element of the Condominium (43 of which [including one Disabled Parking Space] will be available for licensing by Tower Sponsor to Purchasers of Tower Units). **EACH SUCH PARKING SPACE LICENSE SHALL BE REVOCABLE.** Notwithstanding such status as part of the General Common Elements, Tower Sponsor shall retain all license acquisition fees derived from any such licensing. The Property will be improved, and the Tower Units will be constructed, in accordance with all applicable zoning and building laws and requirements, including but not limited to the Administrative Code of the City of New York.

The Building is more fully described in a detailed description of the physical condition of the Property, prepared by Perkins Eastman LLP, which is included as part of the **"Description of Property and Building Condition"** contained in Part II of this Plan, and should be reviewed carefully by prospective Purchasers. Floor plans (the **"Floor Plans"**) of the Tower Units are also set forth in Part II of the Plan. There are no major fixtures, equipment or appliances (such as refrigerator, stove, plumbing fixtures, kitchen cabinets or partition walls) that are not included in the offering prices for the Tower Units.

It is anticipated that substantial completion of construction of the first Tower Unit will occur in or about October, 2017, and that all other Tower Units and portions of the Condominium will be completed shortly thereafter. It is anticipated that the First Unit Closing will occur on or about November 1, 2017, and that the first year of Condominium operations shall commence on or about that date.

The Building has direct access to Sheepshead Bay Road and Voorhies Avenue, both of which are public streets.

In accordance with law, the Parking Spaces may be used solely for the storage of passenger motor vehicles of Tower Unit owners, or sublicensees therefrom, except that, to the extent that any such spaces are not used by such occupants, such spaces

may be licensed by Tower Sponsor to persons other than occupants. A Parking Space which has been thus licensed shall be made available to an occupant within 30 days after written request therefor. However, such space may also be used for the storage of any type of mechanical or motor-driven equipment or other accessory device or passenger bus required for the proper maintenance of the Property.

One Parking Space (#2) (the **"Disabled Parking Space"**) has been designated as a disabled parking space and will be the last parking space licensed if it has not previously been licensed to a Purchaser who him/herself, or a member of his/her family, has a vehicle with disabled-parking license plates. The licensing of the Disabled Parking Space, and any subsequent licensing (or transfer of the license) thereof, shall be subject to the following conditions.

In the event that a Tower Unit Owner, or a member of his/her family residing in his/her Tower Unit, shall become disabled and shall acquire disabled-parking license plates for his/her vehicle, and such Tower Unit Owner is the licensee of a Parking Space other than the Disabled Parking Space, such Tower Unit Owner shall have the right to demand that the licensee of the Disabled Parking Space trade the license to the Disabled Parking Space for the license to the Parking Space licensed by such disabled Tower Unit Owner.

In the event that a Tower Unit Owner, or a member of his/her family residing in his/her Tower Unit, shall become disabled and shall not then be a licensee of a Parking Space, such disabled Tower Unit Owner shall have the right to demand that the licensee of the Disabled Parking Space transfer the license thereto at then current, fair market value to such disabled Tower Unit Owner. All costs and expenses involved in the transfer of such license to the Disabled Parking Space, 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.

The licensee of the Disabled Parking Space shall comply with such demand within thirty (30) days after such written demand. If the parties cannot agree on the fair market value of the license to the Disabled Parking Space, then the parties shall submit the matter to binding arbitration before a single arbitrator appointed by the American Arbitration Association, in accordance with the notice, service and other requirements of such entity that shall then be in effect.

The Property and the Tower Units are not subject to compliance by Sponsor with any obligations under the Housing Merchant Implied Warranty law (Article 36-B of the New York State General Business Law). Sponsor will have no obligations to make repairs or improvements. However, notwithstanding the foregoing, and further notwithstanding any stated limitations in any applicable warranty or in this Plan, Tower Sponsor's obligation is to construct the Tower Section in accordance with all Applicable Laws, and filed plans and specifications; any conflict between Tower Sponsor's obligation to construct the Tower Section in accordance with all Applicable Laws and filed plans and specifications, and any disclaimer to the contrary, shall be resolved in favor of the former.

See the Sections of the Plan entitled **"Closing of Title to Units and Terms of Sale", "Sponsor's Statement of Building Condition**, and the form of Purchase Agreement set forth in Part II of the Plan.

DEFINITIONS

For convenience of presentation, general definitions of certain terms used in Part I of the Plan are set forth below. These definitions are subject to the more particular definitions of such terms set forth in Exhibit C to the Declaration in Part II of the Plan.

"Affiliate" means any Person who is a Family Member or who controls, is controlled by, or is under common control with the named Person or a Family Member of the named Person. The terms **"control"**, **"controlled"** or **"controlling"** shall mean direct or indirect ownership of more than fifty percent (50%) of the outstanding voting capital stock of a corporation or of more than fifty percent (50%) of the beneficial interests of any other entity.

"Amend", **"amended"** or **"amendment"** refer to any amendment, whether by deletion of any existing provision, modification of any existing provision, or inserting a new provision.

"Applicable Law" means all applicable laws, statutes, treaties, rules, codes, ordinances, regulations of any Governmental Authority and, to the extent the Property, any Unit, any Unit Owner, Sponsor, any Sponsor Successor and/or the Condominium Board, as the case may be, is bound thereby or subject thereto, any judgments, decrees, injunctions, writs, orders, notices of violation or like action of any Governmental Authority, court, arbitrator or other administrative, judicial or quasi-judicial tribunal or agency of competent jurisdiction (including Applicable Rent Laws and those pertaining to health, safety or the environment) now or hereafter in effect.

"Appurtenant Interest" means, with respect to any Tower Unit, the undivided interest of the Tower Unit Owner thereof, pursuant to the terms of Section 339-x of the Condominium Act, in and to: (i) the Common Elements; (ii) any other Tower Units owned or leased at the time in question by the Tower Board or its designee, corporate or otherwise, on behalf of all Tower Unit Owners; (iii) any proceeds of the sale or lease of Tower Units of the nature described in subdivision (ii) above; and (iv) any other assets of the Condominium.

"Attorney General" means the Office of the Attorney General of the State of New York.

"Base Unit" means the portion of the Building on floors 1-19 of the Condominium designated as such in the Declaration.

"BCL" means the Business Corporation Law of the State of New York, as amended from time to time.

"Building" means the building to be situated on the Land and known as 1524 Sheepshead Bay Road (a/k/a 1501 Voorhies Avenue), Brooklyn, New York, Block 7459 f/k/a Lot 67, n/k/a Lots 1001-1002).

"Building Systems" means any of the systems in the Building providing heat, sprinkler, water, electric, steam, gas, sewer and fire protection, or similar services, serving more than one Unit or the Common Elements.

"By-Laws" means the By-Laws of the Condominium, in the form set forth in Part II of the Plan, including the Rules and Regulations, as amended from time to time pursuant to the terms thereof.

"Casualty Loss" means damage or destruction resulting from a fire or other casualty.

"Claim" or **"claims"** shall include any claims, counterclaims, suits, actions or proceedings and any other liabilities, losses, damages, penalties, charges, costs and expenses and attorneys' fees and expenses incurred in connection with any of the foregoing.

"Closing", "closing of title" and words of similar import are used synonymously and mean the settlement of the mutual obligations of Sponsor and a Purchaser under such Purchaser's Purchase Agreement, including the payment to Sponsor of the Purchase Price and the delivery to such Purchaser of the deed transferring full ownership (fee simple title) to the Tower Unit on the terms set forth in the Purchase Agreement.

"Closing Date" means the date scheduled for the closing of title to a Tower Unit by Sponsor as same may be adjourned in accordance with the terms of the Purchase Agreement.

"Common Charges" means the charges allocated and assessed against the Units by the Condominium Board payable by the Unit Owners, pro rata in accordance with their respective

Common Interests (except as otherwise provided in the Declaration or in the By-Laws), to meet the Common Expenses.

"**Common Elements**" means the General Common Elements and any Limited Tower Common Elements.

"**Common Expenses**" means any and all: (i) costs and expenses paid or incurred generally by the Condominium pursuant to the Declaration and/or the By-Laws, including the Rules and Regulations, in connection with its operation and maintenance, and its performance of Work in and to the General Common Elements (including, without limitation, accounting, legal, architectural, engineering or other professional or service fees); (ii) other items which are provided in the Declaration or By-Laws to be Common Expenses or are paid or incurred by the Condominium in connection with the conduct of Condominium affairs; (iii) payments required by the Condominium Board to be made by the Unit Owners to establish or maintain such general operating reserves or reserve funds for working capital, for replacements with respect to the Common Elements, or to make up any deficit in the Common Charges for any prior year; and (iv) all costs and expenses paid or incurred by the Condominium in connection with the purchase, lease or sublease by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, of any Unit whose Unit Owner has elected to sell, lease, transfer or convey such Unit or that is to be sold at a foreclosure or other sale.

"**Common Interest**" means the undivided percentage interest of each Unit in the Common Elements.

"**Condominium**" means The Sheepshead Bay Road Condominium to be established pursuant to the terms of the Declaration and to be governed pursuant to the terms of the By-Laws.

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

"**Condominium Board**" means the governing body of the Condominium, whose members shall be selected pursuant to the terms of the Condominium's By-Laws.

"**Condominium Documents**" means, collectively, the Declaration, the By-Laws (including the Rules and Regulations),

the Tower By-Laws, the Tower Rules and Regulations, and the Floor Plans, all as amended from time to time.

"Declaration" means the declaration submitting the Property to the provisions of the Condominium Act and establishing a regime for the condominium ownership thereof and includes any duly adopted amendments thereto.

"Department of Law" means the New York State Department of Law.

"Down Payment" means the payment on account of the Purchase Price, in an amount equal to twenty percent (20%) of the Purchase Price, required to be paid by a Purchaser at the time of delivery of a Purchase Agreement.

"Effective Date" means the date upon which the Plan is declared effective by Sponsor in accordance with the terms of the Plan.

"Equal or better quality" means comparable or better quality recognized by industry standards for performance, efficiency, longevity, and/or classification, as applicable.

"Escrow Agent" means Belkin Burden Wenig & Goldman, LLP.

"Facilities" includes, but is not limited to, the following items (grouped more or less functionally) which are set forth only for purposes of illustrating the broad scope of that term: system, equipment, apparatus, convertor, radiator, heater, heat exchanger, mechanism, device, machinery, motor, pump, control, tank or tank assembly, insulation, induction unit, condenser, compressor, fan, damper, blower, thermostat, thermometer, coil, vent, sensor, shut-off valve or other valve, gong, panel, receptacle, outlet, relay, alarm, sprinkler head, electric distribution facility, wiring, wireway, switch, switchboard, circuit breaker, transformer, fitting, Siamese connection, hose, plumbing fixture, lighting fixture, other fixture, bulb, sign, telephone, meter, meter assembly, scaffolding, piping, line, duct, conduit, cable, riser, main, shaft, pit, flue, lock or other hardware, rack, screen, strainer, trap, drain, catch basin, leader, filter, canopy, incinerator, closet, cabinet, door, railing, coping, step, furniture, mirror, furnishing, appurtenance, urn, basket, mail box, carpeting, tile or other floor covering, drapery, shade or

other window covering, wallpaper or other wall covering, tree, shrubbery, flower or other planting and horticulture tub or box.

"**Family Members**" means and includes a spouse, child (by blood, marriage or adoption), parents (including step-parents or parents-in-law), grandchildren, siblings and grandparents.

"**Filing Date**" means the date on which is issued a letter from the Department of Law advising that the Plan or any amendment to the Plan has been filed or accepted for filing by the Department of Law.

"**First Unit Closing**" or "**First Tower Unit Closing**" mean the first date upon which title to the first Tower Unit that is conveyed by Sponsor is conveyed to a Purchaser pursuant to the terms of the Plan.

"**First Year Budget**" means the projection of receipts and expenses of the Property for the first twelve months following the projected date of the First Tower Unit Closing contained in the Section of the Plan entitled "**Schedule B: Projected Budget for First Year of Condominium Operation.**"

"**Floor Plans**" means the floor plans of the Tower Units certified by Perkins Eastman LLP and to be filed in the Register's Office simultaneously with the recording of the Declaration, together with any supplemental floor plans thereto.

"**GBL**" means the General Business Law of the State of New York, as amended from time to time.

"**General Common Elements**" means those certain portions of the Land and the Building (other than the Units and any Tower Limited Common Elements), as well as the Building Systems and those Facilities therein, either existing for the common use of all Units (including the Base Unit) or all Unit Owners (including the Base Unit Owner(s)) or necessary for, or convenient to, the existence, maintenance or safety of the Property, as more particularly described in the Declaration.

"**Governmental Authority**" means any federal, state, county, municipal, foreign, international, regional or other governmental authority, agency, board, body, instrumentality or court having jurisdiction.

"**Hazardous Materials**" shall have the meaning ascribed thereto in Section 6.19.2 of the Condominium By-Laws.

"**Holiday**" means those days designated as holidays under the applicable union contract, or, if there is no applicable union contract, then the term "**Holiday**" shall mean any day on which state chartered banks in New York City are authorized or required to be closed or such other days as the Condominium Board may designate from time to time.

"**Initial Control Period**" means the period ending on the earlier of: (i) the closing of title with Purchasers under the Plan to Tower Units having more than fifty percent (50%) of the aggregate Common Interests appertaining to all Tower Units, or (ii) the fifth anniversary of the First Tower Unit Closing.

"**Institutional Lender**" means (i) a savings bank, savings and loan association, bank or trust company, insurance company, real estate investment trust or mortgage trust or, (ii) a federal, state, municipal, teachers' or union employee, welfare, pension or retirement fund or system having assets in excess of $10,000,000, in each case doing business in the State of New York; or (iii) any Governmental Authority including an agency of the City or State of New York.

"**Institutional Mortgage**" means any first mortgage covering one or more Units that is a Permitted Mortgage and the initial holder of which is either Sponsor or an Institutional Lender.

"**Insurance Trustee**" means a bank or a trust company, in either event having both an office in the City of New York and a capital, surplus and undivided profits of $100,000,000 or more, from time to time appointed to serve as such by the Condominium Board.

"**Land**" means all that certain tract, plot, piece and parcel of land situated, lying and being in the County of Kings, City and State of New York, located at what is currently known as 1524 Sheepshead Bay Road (a/k/a 1501 Voorhies Avenue), Brooklyn, New York, Block 7459 f/k/a Lot 67, n/k/a Lots 1001-1002), as more particularly described in Exhibit A to the Declaration.

"**Liquidated Sum**" means the Down Payment under the Purchase Agreement, together with any interest earned thereon.

"Majority of Unit Owners" means those Tower Unit Owners having more than fifty percent (50%) of the total authorized votes of all Tower Unit Owners (determined in accordance with the terms of the Tower By-Laws) who are present, in person or by proxy, and voting at any duly constituted meeting of the Tower Unit Owners at which a quorum is present.

"Managing Agent" means: (i) the Person engaged from time to time by the Condominium Board to perform the duties of a managing agent of the Building, or (ii) the Person engaged from time to time by the Tower Board to perform the duties of a managing agent of the Tower Section.

"Mortgage Representatives" means the representatives of the holders of all mortgages encumbering Tower Units, designated by the holders of Institutional Mortgages in accordance with the terms of the Tower By-Laws.

"Owner-occupied" means occupied by a Tower Unit Owner or a Family Member of a Tower Unit Owner.

"Permit" or **"Permits"** means any action, approval, consent, waiver, exemption, variance, franchise, order, permit, authorization, certificate of occupancy, right or license, building notices, alteration applications or other form of legally required permission, of or from a Governmental Authority, including any zoning, environmental protection, pollution, sanitation, safety, siting or building permit that is necessary to operate and maintain the Property or any Building Systems or to perform any Work on any part of the Property.

"Permitted Encumbrances" means those title encumbrances subject to which a Purchaser under the Plan agrees to take title to a Unit, as more particularly itemized in the Section of the Plan entitled **"Closing of Title to Units and Terms of Sale."**

"Permitted Mortgage" means any mortgage covering one or more Units that is placed thereon in compliance with the terms contained in the By-Laws.

"Permitted Mortgagee" means any holder of a Permitted Mortgage at the time in question.

"Person" means any natural person, partnership, corporation, trust, estate, fiduciary, unincorporated association, syndicate, joint venture, limited liability

company, organization, government or any department or agency thereof, or any other entity.

"**Plan**" means this offering plan to offer the Tower Units for sale filed with the Department of Law of the State of New York pursuant to Section 352-eeee of the GBL, as may be amended from time to time.

"**Presentation Date**," "**Date of Presentation**," "**presentation**," "**presented**" and related words means the date of personal delivery or (if mailed) the fifth day after mailing (whichever is the last to occur) of this Plan or any amendment to the Plan, as the context may require, to those Persons required to receive same pursuant to the GBL and the regulations of the Department of Law promulgated thereunder.

"**Property**" means the Land, the Building, all other improvements erected or to be erected on the Land, all easements, rights, and appurtenances pertaining thereto and all other property, real, personal or mixed, used or intended to be used in connection therewith; the **Property** will include the **Land** that is currently known as 1524 Sheepshead Bay Road, Brooklyn, New York.

"**Purchase Agreement**" means the purchase agreement between Sponsor and a Purchaser under the Plan in the form set forth in Part II of the Plan.

"**Purchase Price**" means the purchase price of a Tower Unit.

"**Purchaser**" means a Person or Persons buying a Tower Unit under a fully-executed Purchase Agreement.

"**Recognized Lender**" means: (i) any bank, trust company, savings and loan association, savings bank, insurance company, real estate investment trust, or pension, retirement or welfare fund having assets in excess of $10,000,000, in each case doing business in the State of New York; (ii) any Governmental Authority including an agency of the City or State of New York; or (iii) any comparable institutional lender acceptable to Sponsor.

"**Register's Office**" means the Kings County Office of the Register of the City of New York.

"Restorations" means the repair and restoration and other Work performed to the Property after a Casualty Loss or a Taking.

"Rules and Regulations" shall mean any rules and regulations of the Condominium, adopted by the Condominium Board pursuant to the By-Laws, as amended, modified, deleted from or added to from time to time, pursuant to the terms of the By-Laws, provided that they are not in conflict with the terms of the Condominium Act, the Declaration or the By-Laws, initially in the form set forth in Part II of the Plan.

"Selling Agent" means Stribling & Associates.

"Special Assessments" means: (i) charges allocated and assessed against the Units by the Condominium Board and payable by the Unit Owners, pro rata in accordance with their respective Common Interests (except as otherwise provided in the Declaration or in the By-Laws), in accordance with the By-Laws, and (ii) charges allocated and assessed against the Tower Units by the Tower Board and payable by the Tower Unit Owners, pro rata in accordance with their respective Common Interests (except as otherwise provided in the Declaration or in the Tower By-Laws), in accordance with the Tower By-Laws.

"Structural" when applied to any Work performed in or to a Unit or the Property means and refers to any Work affecting the foundations, columns, girders, beams, supports, concrete slabs and other such structural members of the Building, those portions of the exterior walls of the Building lying beyond the interior face of the brickwork, and all Building Systems, including without limitation, the mechanical, electrical, water supply and return (sewer), gas supply and heating systems.

"Taking" means a taking of all or any part of the Property in condemnation or by eminent domain.

"Tower By-Laws" means the By-Laws of the Tower Section of the Condominium, in the form set forth in Part II of the Plan, including the Tower Rules and Regulations, as amended from time to time pursuant to the terms thereof.

"Tower Board" means the governing body of the Tower Section, whose members shall be selected pursuant to the terms of the Tower By-Laws.

"Tower Common Expenses" means any and all: (i) costs and expenses paid or incurred generally pursuant to the Declaration and/or the By-Laws, including the Rules and Regulations, in connection with its operation and maintenance, and its performance of Work in and to the General Common Elements; (ii) costs and expenses paid or incurred generally pursuant to the Declaration and/or the Tower By-Laws, including the Tower Rules and Regulations, in connection with its operation and maintenance, and its performance of Work in and to the Tower Limited Common Elements; (iii) other items which are provided in the Declaration or Tower By-Laws to be Tower Common Expenses or are paid or incurred by the Condominium in connection with the conduct of the Tower Section's affairs; (iv) payments required by the Tower Board to be made by the Tower Unit Owners to establish or maintain such general operating reserves or reserve funds for working capital, for replacements with respect to the Tower Limited Common Elements, or to make up any deficit in the Tower Common Charges for any prior year; and (v) all costs and expenses paid or incurred in connection with the purchase, lease or sublease by the Tower Board or its designee, corporate or otherwise, on behalf of all Tower Unit Owners, of any Tower Unit whose Tower Unit Owner has elected to sell, lease, transfer or convey such Tower Unit or that is to be sold at a foreclosure or other sale.

"Tower Limited Common Elements" means any portions of the Land and the Building (other than the Tower Units, the Base Unit and the General Common Elements) that are to be used by the Tower Unit Owners of one or more specified Tower Units to the exclusion of all other Tower Unit Owners, as may be more particularly described in the Declaration. Balconies and terraces that are appurtenant to Tower Units shall be deemed Tower Limited Common Elements appurtenant to those Tower Units.

"Tower Rules and Regulations" shall mean the rules and regulations of the Tower Section, adopted by the Tower Board pursuant to the Tower By-Laws, as amended, modified, deleted from or added to from time to time, pursuant to the terms of the Tower By-Laws, provided that they are not in conflict with the terms of the Condominium Act, the Declaration, the By-Laws, or the Tower By-Laws, initially in the form set forth in Part II of the Plan.

"Tower Section" means the portion of the Building comprising portions of floors 20-30, and containing the Tower Units and the Tower Common Elements.

"**Tower Sponsor**" means MD Sheepshead Bay LLC.

"**Tower Sponsor's Counsel**" means the law firm of Belkin Burden Wenig & Goldman, LLP, with offices at 270 Madison Avenue, New York, New York 10016.

"**Tower Sponsor Successor**" means (i) any corporation or other entity which, through amalgamation, consolidation, or other legal succession becomes invested with the rights and assumes the burdens of Tower Sponsor, or (ii) any Person, who, at any time, (a) purchases from Tower Sponsor, or otherwise succeeds to (x) ten percent (10%) or more of all Tower Units in the Condominium, or (y) all remaining Tower Units then owned by Tower Sponsor, and is designated as a Tower Sponsor Successor by Tower Sponsor and (b) is not purchasing such Tower Units for his, her or its own occupancy or for occupancy by one or more of such Person's Family Members, and, in any case, shall also include any nominee holding any Tower Unit for the account of the Person referred to in clause (i) or (ii) above. The phrase "**owned by**" shall include owned by any such nominee.

"**Tower Unit**" means any of the fifty six (56) apartments in the Tower Section of the Condominium designated as such in the Declaration, as amended, consisting of a specific apartment in the Building.

"**Tower Unit Owner**" means any record owner of a Tower Unit.

"**Unit**" or "**Condominium Unit**" means any unit in the Condominium designated as such in the Declaration, consisting, generally, of the Base Unit or a specific Tower Unit at the Property.

"**Unit Owner**" means any record owner of a Unit.

"**Unsold Unit**" or "**Unsold Units**" means any Tower Unit or Tower Units owned at the time in question by Tower Sponsor or any Tower Sponsor Successor. Any Unsold Unit shall retain its status and character as an Unsold Unit until: (i) it is no longer owned by Tower Sponsor or any Tower Sponsor Successor; (ii) it is occupied by a Tower Unit Owner or a Family Member of a Tower Unit Owner; or (iii) it is conveyed to a bona fide Purchaser for personal occupancy by the Purchaser or a Family Member of the Purchaser. Further, a Tower Unit that is conveyed to Tower Sponsor by a Purchaser who has elected to rescind his purchase of the Tower Unit and receive a refund of the Purchase

Price paid for the Tower Unit as provided in the Plan shall thereupon once again become an Unsold Tower Unit.

"Work" means and includes demolitions, alterations, installations, additions and improvements, repairs, replacements, substitutions, restorations and any other work performed in or to the Units or the Common Elements.

All other capitalized terms used in Part I of the Plan which are not separately defined in Part I shall have the meaning ascribed thereto in the Declaration.

LOCATION AND AREA INFORMATION

Location

The Property is located in the historic and picturesque Sheepshead Bay neighborhood of Brooklyn (Kings County). The Property is on the south side of Sheepshead Bay Road, at the intersection with East 16th Street, and immediately north of Voorhies Avenue. The surrounding neighborhood is highly urban, and has a varied mixture of residential and commercial uses, with many condominium, cooperative and rental apartments in many varied types and sizes of buildings.

Transportation

Public transportation is readily accessible. A subway station on the B and Q lines is within one block of the Property. Many major bus routes are on nearby streets, including the B4, B36 and B49 lines. In addition, the Property is within several blocks of the Belt Parkway, a major east-west highway that affords direct access to Kennedy Airport and Long Island to the east, and to other portions of Brooklyn, and Queens, and Manhattan, and the Verrazano Narrows Bridge, to the west and north.

Recreational Facilities

Sheepshead Bay, with its marina and nautical-based activities, and the Atlantic Ocean, are four blocks south of the Property. Brighton Beach and Coney Island (both major recreational areas), the New York Aquarium, and MCU Ballpark, are within two miles of the Property. There are also numerous public parks maintained by the City of New York within easy walking distance of the Property. The area immediately surrounding the Property also offers numerous movie theaters, nightclubs, private health clubs and other recreational facilities. Most major recreational attractions in New York City are easily accessible by subway or bus.

Medical Facilities

Coney Island Hospital is within about one mile of the Property. Many other public and private medical facilities are also nearby.

Religious Facilities

Numerous houses of worship, of virtually all religions and denominations, are within the neighborhood surrounding the Property.

Educational Facilities

Numerous public and private schools, serving all educational levels, are nearby, including but not limited to: PS 209 and Abraham Lincoln High School, in addition to numerous private and religious schools of all faiths and denominations.

Municipal Services

Police, fire, water, sanitation, snow removal and road maintenance services are all provided by the City of New York. The Building is within the 61st Police Precinct, the precinct house of which is at 2575 Coney Island Avenue; the precinct house for the 60th Police Precinct, at 2951 West 8th Street, is also nearby. The nearest fire station is at 2732 East 11th Street.

Zoning and permitted uses

The Property is in a C4-2 (R6 equivalent) zone. The uses permitted as of right under such designation include residential occupancy and certain community facility uses that are ancillary and complementary to residential use, such as, under certain circumstances, medical offices. Properties with other uses, including retail and commercial, are on other streets near the Property.

There are no other projects by Tower Sponsor within the immediate vicinity (i.e., a one-block radius) of the Property. There are no other development projects by Tower Sponsor that have been approved by the New York City Department of Buildings, or any other authority having jurisdiction, that will be adjacent to or directly across the street from the Property; thus, there is no such other project by Tower Sponsor that shall have any impact on the Tower Units, such as impairment of view, or closing of lot line windows. Any change in this information that occurs while sales are continuing must be disclosed in an amendment to the Plan within 30 days after the information becomes known to Tower Sponsor.

1 BROOKLYN BAY CONDOMINIUMS
SCHEDULE A
PURCHASE PRICES & RELATED INFORMATION FOR PROJECTED FIRST YEAR OF OPERATION, 11/1/17 - 10/31/18

(1,2,3) Unit/ Model Type	(1,2,3) Number of Rooms/ Baths	(4) Square Footage	(4) Terrace/ Balcony Square Footage (Uninhabitable Space)	(6,7) PURCHASE PRICES	(5) Percentage of Common Interest	(8) Estimated Monthly Common Charges for the First Year of Condominium Operation	(9) Estimated Monthly Real Estate Taxes Assuming 421-A Tax Exemption	(9) Estimated Monthly Real Estate Taxes Without 421-A Tax Exemption	(8,9,10) Estimated Total Monthly Carrying Charges Assuming 421-A Tax Exemption	(8,9,10) Estimated Total Monthly Carrying Charges Without 421-A Tax Exemption	(9) Annual Real Estate Taxes Assuming 421-A Tax Exemption	(9) Annual Real Estate Taxes without 421-A Tax Exemption
20A	4/1	626	N/A	$ 495,000	0.253	$ 371.76	$ 82.92	$ 714.74	$ 454.68	$ 1,086.50	$ 995.00	$ 8,576.83
20B	4/1	677	N/A	$ 530,000	0.271	$ 398.05	$ 88.78	$ 765.27	$ 486.82	$ 1,163.32	$ 1,065.35	$ 9,183.27
20C	5/2	1,195	553*	$ 950,000	0.485	$ 713.48	$ 159.13	$ 1,371.72	$ 872.61	$ 2,085.19	$ 1,909.59	$ 16,460.58
20D	5/2	1,291	675*	$ 1,075,000	0.549	$ 807.36	$ 180.07	$ 1,552.20	$ 987.43	$ 2,359.56	$ 2,160.85	$ 18,626.45
20E	5/2	1,162	N/A	$ 975,000	0.498	$ 732.25	$ 163.32	$ 1,407.81	$ 895.57	$ 2,140.07	$ 1,959.84	$ 16,893.76
20F	4/1	783	112**	$ 675,000	0.345	$ 506.95	$ 113.07	$ 974.64	$ 620.01	$ 1,481.58	$ 1,356.81	$ 11,695.68
20G	5/2	1,033	119**	$ 895,000	0.457	$ 672.17	$ 149.92	$ 1,292.30	$ 822.09	$ 1,964.47	$ 1,799.03	$ 15,507.60
20H	5/2	1,363	123**	$ 1,050,000	0.536	$ 788.58	$ 175.88	$ 1,516.11	$ 964.46	$ 2,304.69	$ 2,110.60	$ 18,193.28
21A	4/1	626	N/A	$ 510,000	0.260	$ 383.03	$ 85.43	$ 736.39	$ 468.45	$ 1,119.42	$ 1,025.15	$ 8,836.73
21B	4/1	677	N/A	$ 545,000	0.278	$ 409.31	$ 91.29	$ 786.93	$ 500.60	$ 1,196.24	$ 1,095.50	$ 9,443.18
21C	5/2	1,229	105**	$ 935,000	0.477	$ 702.21	$ 156.62	$ 1,350.06	$ 858.83	$ 2,052.27	$ 1,879.44	$ 16,200.68
21D	5/2	1,321	105**	$ 1,050,000	0.536	$ 788.58	$ 175.88	$ 1,516.11	$ 964.46	$ 2,304.69	$ 2,110.60	$ 18,193.28
21E	5/2	1,162	N/A	$ 1,010,000	0.516	$ 758.54	$ 169.18	$ 1,458.35	$ 927.72	$ 2,216.89	$ 2,030.20	$ 17,500.20
21F	4/1	783	112**	$ 690,000	0.352	$ 518.21	$ 115.58	$ 996.30	$ 633.79	$ 1,514.51	$ 1,386.97	$ 11,955.58
21G	5/2	1,033	119**	$ 950,000	0.485	$ 713.48	$ 159.13	$ 1,371.72	$ 872.61	$ 2,085.19	$ 1,909.59	$ 16,460.58
21H	5/2	1,363	123**	$ 1,075,000	0.549	$ 807.36	$ 180.07	$ 1,552.20	$ 987.43	$ 2,359.56	$ 2,160.85	$ 18,626.45
22A	6/2	1,375	935*	$ 1,200,000	0.613	$ 901.24	$ 201.01	$ 1,732.69	$ 1,102.25	$ 2,633.93	$ 2,412.11	$ 20,792.32
22B	6/2	1,329	966*	$ 1,250,000	0.638	$ 938.79	$ 209.38	$ 1,804.89	$ 1,148.17	$ 2,743.68	$ 2,512.62	$ 21,658.66
22C	4/1	845	112**	$ 755,000	0.386	$ 567.03	$ 126.47	$ 1,090.15	$ 693.50	$ 1,657.18	$ 1,517.62	$ 13,081.83
22D	5/2	1,129	119**	$ 995,000	0.508	$ 747.27	$ 166.67	$ 1,436.69	$ 913.94	$ 2,183.97	$ 2,000.04	$ 17,240.30
22E	5/2	1,369	123**	$ 1,105,000	0.564	$ 829.89	$ 185.10	$ 1,595.52	$ 1,014.98	$ 2,425.41	$ 2,221.15	$ 19,146.26
				$ 18,715,000	**9.556**	**$ 14,055.52**	**$ 3,134.91**	**$ 27,022.79**	**$ 17,190.43**	**$ 41,078.31**	**$ 37,618.93**	**$ 324,273.51**

*Terrace allocated to the residential unit. This space may not be legally used as a bedroom or living room, and doing so may result in a building code violation.

**Balcony allocated to the residential unit. This space may not be legally used as a bedroom or living room, and doing so may result in a building code violation.

Schedule A

(1,2,3) Unit/Model Type	(1,2,3) Number of Rooms/ Baths	(4) Square Footage	(4) Terrace/ Balcony Square Footage (Uninhabitable Space)	(6,7) PURCHASE PRICES	(5) Percentage of Common Interest	(8) Estimated Monthly Common Charges for the First Year of Condominium Operation	(9) Estimated Monthly Real Estate Taxes Assuming 421-A Tax Exemption	(9) Estimated Monthly Real Estate Taxes Without 421-A Tax Exemption	(8,9,10) Estimated Total Monthly Carrying Charges Assuming 421-A Tax Exemption	(8,9,10) Estimated Total Monthly Carrying Charges Without 421-A Tax Exemption	(9) Annual Real Estate Taxes Assuming 421-A Tax Exemption	(9) Annual Real Estate Taxes without 421-A Tax Exemption
23A	6/2	1,375	93**	$ 1,185,000	0.605	$ 889.97	$ 198.50	$ 1,711.03	$ 1,088.47	$ 2,601.00	$ 2,381.96	$ 20,532.41
23B	5/2	1,093	104**	$ 995,000	0.508	$ 747.27	$ 166.67	$ 1,436.69	$ 913.94	$ 2,183.97	$ 2,000.04	$ 17,240.30
23C	5/2	1,183	112**	$ 1,025,000	0.523	$ 769.81	$ 171.70	$ 1,480.01	$ 941.50	$ 2,249.81	$ 2,060.35	$ 17,760.10
23D	5/2	1,033	119**	$ 970,000	0.495	$ 728.50	$ 162.48	$ 1,400.59	$ 890.98	$ 2,129.09	$ 1,949.79	$ 16,807.12
23E	5/2	1,369	123**	$ 1,125,000	0.574	$ 844.91	$ 188.45	$ 1,624.40	$ 1,033.35	$ 2,469.31	$ 2,261.36	$ 19,492.80
24A	6/2	1,375	93**	$ 1,210,000	0.618	$ 908.75	$ 202.68	$ 1,747.13	$ 1,111.43	$ 2,655.88	$ 2,432.21	$ 20,965.59
24B	5/2	1,093	104**	$ 1,010,000	0.516	$ 758.54	$ 169.18	$ 1,458.35	$ 927.72	$ 2,216.89	$ 2,030.20	$ 17,500.20
24C	5/2	1,183	112**	$ 1,045,000	0.534	$ 784.83	$ 175.05	$ 1,508.89	$ 959.87	$ 2,293.71	$ 2,100.55	$ 18,106.64
24D	5/2	1,033	119**	$ 980,000	0.500	$ 736.01	$ 164.16	$ 1,415.03	$ 900.17	$ 2,151.04	$ 1,969.89	$ 16,980.39
24E	5/2	1,369	123**	$ 1,145,000	0.585	$ 859.93	$ 191.80	$ 1,653.28	$ 1,051.73	$ 2,513.21	$ 2,301.56	$ 19,839.34
25A	6/2	1,375	93**	$ 1,230,000	0.628	$ 923.77	$ 206.03	$ 1,776.01	$ 1,129.80	$ 2,699.78	$ 2,472.42	$ 21,312.13
25B	5/2	1,093	104**	$ 1,025,000	0.523	$ 769.81	$ 171.70	$ 1,480.01	$ 941.50	$ 2,249.81	$ 2,060.35	$ 17,760.10
25C	5/2	1,183	112**	$ 1,060,000	0.541	$ 796.09	$ 177.56	$ 1,530.55	$ 973.65	$ 2,326.64	$ 2,130.70	$ 18,366.55
25D	5/2	1,033	119**	$ 990,000	0.505	$ 743.52	$ 165.83	$ 1,429.47	$ 909.35	$ 2,172.99	$ 1,989.99	$ 17,153.66
25E	5/2	1,369	123**	$ 1,165,000	0.595	$ 874.95	$ 195.15	$ 1,682.16	$ 1,070.10	$ 2,557.11	$ 2,341.76	$ 20,185.87
26A	6/2	1,375	93**	$ 1,250,000	0.638	$ 938.79	$ 209.38	$ 1,804.89	$ 1,148.17	$ 2,743.68	$ 2,512.62	$ 21,658.66
26B	5/2	1,093	104**	$ 1,035,000	0.528	$ 777.32	$ 173.37	$ 1,494.45	$ 950.69	$ 2,271.76	$ 2,080.45	$ 17,933.37
26C	5/2	1,183	112**	$ 1,075,000	0.549	$ 807.36	$ 180.07	$ 1,552.20	$ 987.43	$ 2,359.56	$ 2,160.85	$ 18,626.45
26D	5/2	1,033	119**	$ 1,000,000	0.511	$ 751.03	$ 167.51	$ 1,443.91	$ 918.54	$ 2,194.94	$ 2,010.09	$ 17,326.93
26E	5/2	1,369	123**	$ 1,185,000	0.605	$ 889.97	$ 198.50	$ 1,711.03	$ 1,088.47	$ 2,601.00	$ 2,381.96	$ 20,532.41
				$ 21,705,000	**11.083**	**$ 16,301.10**	**$ 3,635.76**	**$ 31,340.09**	**$ 19,936.86**	**$ 47,641.19**	**$ 43,629.11**	**$ 376,081.04**

*Terrace allocated to the residential unit. This space may not be legally used as a bedroom or living room, and doing so may result in a building code violation.

**Balcony allocated to the residential unit. This space may not be legally used as a bedroom or living room, and doing so may result in a building code violation.

(1,2,3) Unit/Model Type	(1,2,3) Number of Rooms/ Baths	(4) Square Footage	(4) Terrace/ Balcony Square Footage (Uninhabitable Space)	(6,7) PURCHASE PRICES	(5) Percentage of Common Interest	(8) Estimated Monthly Common Charges for the First Year of Condominium Operation	(9) Estimated Monthly Real Estate Taxes Assuming 421-A Tax Exemption	(9) Estimated Monthly Real Estate Taxes Without 421-A Tax Exemption	(8,9,10) Estimated Total Monthly Carrying Charges Assuming 421-A Tax Exemption	(8,9,10) Estimated Total Monthly Carrying Charges Without 421-A Tax Exemption	(9) Annual Real Estate Taxes Assuming 421-A Tax Exemption	(9) Annual Real Estate Taxes without 421-A Tax Exemption
27A	6/2	1,375	93**	$ 1,275,000	0.651	$ 957.56	$ 213.57	$ 1,840.99	$ 1,171.14	$ 2,798.55	$ 2,562.87	$ 22,091.84
27B	5/2	1,093	104**	$ 1,050,000	0.536	$ 788.58	$ 175.88	$ 1,516.11	$ 964.46	$ 2,304.69	$ 2,110.60	$ 18,193.28
27C	5/2	1,183	112**	$ 1,095,000	0.559	$ 822.38	$ 183.42	$ 1,581.08	$ 1,005.80	$ 2,403.46	$ 2,201.05	$ 18,972.99
27D	5/2	1,033	119**	$ 1,010,000	0.516	$ 758.54	$ 169.18	$ 1,458.35	$ 927.72	$ 2,216.89	$ 2,030.20	$ 17,500.20
27E	5/2	1,369	123**	$ 1,200,000	0.613	$ 901.24	$ 201.01	$ 1,732.69	$ 1,102.25	$ 2,633.93	$ 2,412.11	$ 20,792.32
PH28A	6/2	1,375	93**	$ 1,300,000	0.664	$ 976.34	$ 217.76	$ 1,877.08	$ 1,194.10	$ 2,853.42	$ 2,613.12	$ 22,525.01
PH28B	6/2	1,356	104**	$ 1,325,000	0.677	$ 995.11	$ 221.95	$ 1,913.18	$ 1,217.06	$ 2,908.30	$ 2,663.38	$ 22,958.18
PH28C	6/3	1,960	231**	$ 1,795,000	0.917	$ 1,348.10	$ 300.68	$ 2,591.82	$ 1,648.78	$ 3,939.92	$ 3,608.12	$ 31,101.84
PH28D	5/2	1,366	123**	$ 1,225,000	0.625	$ 920.01	$ 205.20	$ 1,768.79	$ 1,125.21	$ 2,688.80	$ 2,462.37	$ 21,225.49
PH29A	6/2	1,375	93**	$ 1,325,000	0.677	$ 995.11	$ 221.95	$ 1,913.18	$ 1,217.06	$ 2,908.30	$ 2,663.38	$ 22,958.18
PH29B	6/2	1,356	104**	$ 1,350,000	0.689	$ 1,013.89	$ 226.14	$ 1,949.28	$ 1,240.03	$ 2,963.17	$ 2,713.63	$ 23,391.36
PH29C	6/3	1,927	231**	$ 1,835,000	0.937	$ 1,378.14	$ 307.38	$ 2,649.58	$ 1,685.52	$ 4,027.72	$ 3,688.52	$ 31,794.92
PH29D	5/2	1,366	123**	$ 1,250,000	0.638	$ 938.79	$ 209.38	$ 1,804.89	$ 1,148.17	$ 2,743.68	$ 2,512.62	$ 21,658.66
PH30A	7/3.5	2,404	413*	$ 2,795,000	1.427	$ 2,099.13	$ 468.18	$ 4,035.73	$ 2,567.31	$ 6,134.86	$ 5,618.22	$ 48,428.77
PH30B	7/3	2,502	640*	$ 2,950,000	1.506	$ 2,215.54	$ 494.15	$ 4,259.54	$ 2,709.69	$ 6,475.07	$ 5,929.78	$ 51,114.45
				$ 22,780,000	**11.631**	**$ 17,108.46**	**$ 3,815.83**	**$ 32,892.29**	**$ 20,924.29**	**$ 50,000.75**	**$ 45,789.96**	**$ 394,707.49**
TOTAL RESIDENTIAL:				**$ 63,200,000**	**32.270**	**$ 47,465.08**	**$ 10,586.50**	**$ 91,255.17**	**$ 58,051.58**	**$ 138,720.25**	**$ 127,038.00**	**$1,095,062.04**

Terrace allocated to the residential unit. This space may not be legally used as a bedroom or living room, and doing so may result in a building code violation.

*Balcony allocated to the residential unit. This space may not be legally used as a bedroom or living room, and doing so may result in a building code violation.

FOOTNOTES TO SCHEDULE A

(1) Any floor plan or sketch shown to a prospective Purchaser is only an approximation within reasonable tolerances of the dimensions and layout of a typical Tower Unit. The actual layout of a Tower Unit may have been altered. Each Tower Unit should be inspected prior to purchase to determine its useable dimensions, layout and physical condition.

(2) The number of rooms and bathrooms in each Tower Unit set forth in Schedule A has been computed by Sponsor in accordance with the guidelines established by the Real Estate Board of New York, Inc.

(3) A total of fifty six (56) Tower Units are being offered for sale under this Plan. While, as stated in the **"Special Risks"** section, Sponsor is free to rent rather than sell Tower Units, Sponsor cannot do so until after the First Unit Closing, except as interim leases to Purchasers who have executed Purchase Agreements.

(4) Square footages indicated for Tower Units are calculated from exterior dimensions of such Tower Units, which are approximate and measured: (i) horizontally by (a) the exterior face of the exterior walls of the Building bounding such Tower Unit, (b) the exterior face of walls (other than the aforesaid exterior walls) separating such Tower Unit from Common Elements (if any), and (c) the center line of walls separating such Tower Unit from other Tower Units and (ii) vertically by the underside of the Tower Unit's finished flooring and the exposed painted face of the concrete ceiling or the unexposed side of the Tower Unit's drywall ceiling, where applicable. Since the measurements are from the exterior of the Tower Units, and not from the interior surfaces of interior walls, the measurements include area that is not useable, including wall cavity space. Consequently, the actual area comprising a Tower Unit is significantly less than the area figure listed on Schedule A. Floor plans for each Tower Unit appear in Part II of the Plan.

(5) The Common Interest allocated to each Tower Unit is based upon respective floor space, location, uniqueness, overall dimensions and similar factors of relative value to other space in the Condominium, pursuant to section 339-i(1)(iv) of the Condominium Act. The aggregate Common Interest of all Tower Units, when taken together with that of the Base Unit, equals one hundred percent (100%).

(6) Sponsor has reserved the right to change the Purchase Price of any Tower Unit from time to time in the manner set forth in the section of the Plan entitled "**Changes in Prices and Units**", below.

(7) The Purchase Prices set forth in Schedule A must be decreased or increased by a duly filed amendment to the Plan when the change in price is (a) an across-the-board change affecting one or more lines of Tower Units or Tower Unit models, (b) a price change that is to be advertised, or (c) a price increase for an individual Purchaser. Purchase Prices are negotiable. Accordingly, Sponsor may enter into a Purchase Agreement with a Purchaser to sell a particular Tower Unit at prices less than those set forth in Schedule A without filing an amendment beforehand.

In addition to the payment of the Purchase Price, each Purchaser will be responsible for the payment of certain closing costs and expenses at the time of closing, such as legal fees, title insurance premiums, transfer taxes and recording charges. If Purchaser obtains a mortgage loan, Purchaser will also be responsible for the payment of additional closing costs and expenses relating to such loan. Finally, the apportionment of certain charges relating to the Tower Unit at the time of the closing of title will be reflected as adjustments to the Purchase Price. See the Section of the Plan entitled "**Unit Closing Costs and Adjustments.**"

(8) These estimates were based upon "**Schedule B: Projected Budget for the First Year of Condominium Operation**" (Schedule B), which was prepared for the year currently projected to commence November 1, 2017. This period is used only for purposes of projection and illustration. Sponsor does not warrant that condominium operation will commence on November 1, 2017. The estimated Common Charges are based upon the estimates of income and expenses set forth in Schedule B. The actual amounts of income and expenses may differ from the estimates thereof and may change in subsequent years. Because of the possibility of unforeseeable changes in the economy or increase or decrease in the amount of income and/or expenses of operation, the projections are not intended to be taken as guarantees or warranties of any kind whatsoever or as any assurance that the actual expenses or income of the Condominium for any period of operation may not vary from the amounts shown. In fact, it may be expected, based on current trends, that the operating expenses, including fuel costs, utilities, maintenance

and repairs, labor and other related expenses, will increase in the future.

In addition to these estimated charges, each Unit Owner will be responsible for paying: (i) the costs of electricity and gas consumed in his/her Tower Unit, which will be separately metered or allocated for each such Tower Unit (see Schedule B-1); (ii) mortgage payments under any loan or loans obtained to finance the acquisition of his Tower Unit; (iii) the cost of interior repairs to, and the maintenance, painting and decoration of, his Tower Unit (including, without limitation, the equipment and appliances contained therein); and (iv) the cost of any insurance covering (a) furniture, belongings, equipment and other personal property and (b) liability to others for personal or property damage as a result of occurrences in his Tower Unit.

(9) These estimates were prepared based on the opinion of Marcus & Pollack LLP, the real estate tax consultant engaged by Sponsor. That firm's address is 633 Third Avenue, New York, New York 10017.

Section 339-g of the Condominium Act provides that each Unit and its Common Interest is subject to separate assessment and taxation. Once the Tower Section is divided into individual tax lots, each Tower Unit will be taxed as a separate tax lot for real estate tax purposes, by the New York City Department of Finance. A Tower Unit Owner will not be responsible for the payment of, nor will the Tower Unit be subject to any lien arising from the non-payment of, real estate taxes on any other Tower Unit, or the Base Unit.

The projected 421-a tax benefits are based upon the assumptions contained in a letter, dated September 20, 2016 from Marcus & Pollack LLP. A copy of such letter is set forth in this Plan. As stated in such letter, Marcus & Pollack LLP projects that the assessed valuation for the Tower Units as of the First Tower Unit Closing will be $8,494,120, and a tax rate of 12.892%.

In the opinion of counsel to Sponsor, each Unit Owner who occupies a Tower Unit as a primary residence and who itemizes deductions may, under present income tax laws, deduct from his or her income, for the purposes of Federal, State and City income taxes, any real estate taxes paid with respect to such Tower Unit and interest on the Tower Unit mortgage, subject to certain limitations, as set forth in counsel's opinion (set

forth in the Plan). The projected income tax deductions may vary in future years due to changes in the interest rate on the Tower 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.

A Tower Unit Owner's proportionate share of taxes will be adjusted with Sponsor from the midnight preceding the date of the Tower Unit Closing through the end of the tax period within which the closing date occurs.

If on the date of the First Tower Unit Closing, the Tower Units have not yet been separately assessed as independent tax lots, then until such time as an independent tax assessment is made and in effect for each Tower Unit Owner, including Sponsor, the tax liability of each Tower Unit Owner will be determined by multiplying the percentage of Common Interest attributable to his Tower Unit by the aggregate real estate taxes assessed against the Property.

If the Tower Units have not been separately assessed for real estate tax purposes prior to the First Tower Unit Closing, and such First Tower Unit Closing occurs during a tax payment period, Sponsor will have paid the real estate taxes through the end of such tax payment period. For example, if the First Tower Unit closing occurs on October 17, Sponsor will have paid the real estate taxes for the Property through at least December 31. Thereafter, until a separate assessment for each Tower Unit has occurred, each Tower Unit Owner, or such Tower Unit Owner's mortgagee, if his mortgagee is maintaining an escrow for the payment of real estate taxes, shall, on January 1st and July 1st of each year, pay to the Tower Board, for the purpose of paying such Tower Unit Owner's share of the real estate taxes for the ensuing six months, an amount determined by multiplying such Tower Unit Owner's percentage of Common Interest by the aggregate real estate taxes assessed against the tax lot comprising the Property for the six-month time period. The Tower Board shall keep all such funds in a separate account for the purpose of paying the real estate taxes for the Tower Section when due. Sponsor shall also pay into this special account with respect to any Tower Units owned by it.

If a subsequent adjustment needs to be made when the tax lots are apportioned, it will be made at that time.

No warranties or assurances are given that the New York City Department of Finance will assess the Tower Units in the manner stated above or that the law on which same is based will not change. The amounts of tax deductions available to Tower Unit Owners attributable to real estate taxes may vary in future years, due to changes in tax laws, tax rates, or assessed valuations.

Sponsor is authorized to continue tax certiorari proceedings to protest the assessed valuation of the Property or the Tower Units, and to litigate or settle same in its sole discretion whether before or after the First Tower Unit Closing. Provided the closing to a Purchaser's Tower Unit occurs within the said tax year, the net refund, if any, received by Sponsor for real estate taxes paid for said tax year shall be adjusted between each such Purchaser and Sponsor as set forth above, after deducting all expenses, including, without limitation, counsel fees incurred in obtaining such reduction. Each Tower Unit Owner shall be responsible, at his sole cost and expense, to review the real estate tax assessment of his Tower Unit and to take any steps necessary to review and/or challenge such assessments subsequent to the year in which his Tower Unit purchase closing shall occur.

SPONSOR MAKES NO REPRESENTATION THAT THE ASSESSED VALUE OF THE PROPERTY, THE TAX RATE, OR THE METHOD OF ASSESSING REAL PROPERTY, WILL NOT BE CHANGED.

(10) The Projected Total Monthly Carrying Charges consist of the sum of Projected Monthly Real Estate Taxes and Projected Monthly Common Charges.

SCHEDULE A-1 (PARKING SPACE LICENSE ACQUISITION FEES)

SPACE		FEE
1		$100,000
2		$100,000
3		$100,000
4		$100,000
5		$100,000
6		$100,000
7		$100,000
8		$100,000
9		$100,000
10		$100,000
11		$100,000
12		$100,000
13		$100,000
14		$100,000
15		$100,000
16		$100,000
17		$100,000
18		$100,000
19		$100,000
20		$100,000
21		$100,000
22		$100,000
23		$100,000
24		$100,000
25		$100,000
26		$100,000
27		$100,000
28		$100,000
29		$100,000
30		$100,000
31		$100,000
32		$100,000
33		$100,000
34		$100,000
35		$100,000
36		$100,000
37		$100,000
38		$100,000
39		$100,000
40		$100,000
41		$100,000
42		$100,000
43		$100,000

PROJECTED BUDGET FOR TOWER SECTION
FOR FIRST YEAR OF CONDOMINIUM OPERATION

November 1, 2017 to October 31, 2018

Projected Income

(1)	Tower Common Charges	$569,581
TOTAL INCOME		$569,581

Projected Expenses

(2)	Maintenance Payroll	$131,703
(3)	Office Payroll	$ 32,362
(4)	Concierge	$ 52,932
(5)	Utilities	$195,828
(6)	Maintenance	$ 33,088
(7)	Landscaping	$ 46,145
(8)	Insurance	$ 28,057
(9)	Management Fee	$ 30,000
(10)	Administrative Office Expense	$ 12,579
(11)	Marketing	$ 887
(12)	Legal and Audit	$ 6,000
TOTAL		$569,581

FOOTNOTES TO SCHEDULE B

1. Tower Common Charges (Budget--$569,581)

The estimate of the annual Tower Common Charges to be collected during the first year of condominium operation is based upon the assumption that the first year of condominium operation will be the 12-month period starting November 1, 2017. The actual first year of operation may be earlier or later than that year.

The **"Tower Common Charges"** are payable by the Tower Unit Owners to meet the **"Tower Common Expenses"**, allocated and assessed among the Tower Unit Owners according to their respective Tower Common Interests. The Tower Common Expenses shall consist of all costs necessary to maintain the Tower Section, including but not limited to the Tower Section's share of the General Common Expenses, as established from time to time by the Board Of Managers of the Condominium, as well as the Tower Section Expenses, including but not limited to the salaries and fringe benefits for any employees of the Tower Section, the cost of common sewer charges, supplies, and insurance premiums on all policies of insurance required to be or which have been obtained by the Tower Board of Managers, and other expenses as more fully set forth below. The Tower Common Expenses shall also include such amounts as the Tower Board of Managers may deem proper for the operation and maintenance of the Tower Section, including, without limitation, an amount for a reserve fund for replacements, and to make up any deficit in the Tower Common Expenses for any prior year. The Tower Common Expenses may also include such amounts as may be required for the purchase or lease by the Tower Board of Managers, or its designee, on behalf of all Tower Unit Owners, of any Tower Unit whose Tower Unit Owner has elected to sell or lease such Tower Unit or of any Tower Unit which is to be sold at a foreclosure or other judicial sale, together with such amounts as may be necessary to maintain such Tower Units adequately. The Tower Board Of Managers shall also, where necessary, impose assessments or additional Tower Common Charges in order to meet any unanticipated Tower Common Expense.

As set forth more fully in the By-Laws of the Condominium, and in accordance with Real Property Law §339-m, the Condominium Board has the authority to allocate Common Charges to the Base Unit and the Tower Units in a manner different from based on their respective Common Interest percentages in the overall Condominium, including based on specific usage (or non-use) of a particular expense category.

Total projected income (Budget--$569,581)

This figure does not include any interest income that may be received from investment of monies constituting any Reserve Fund or Working Capital Fund. All or part of any such Reserve Fund or Working Capital Fund may be expended during the first or subsequent years of operation. Accordingly, such interest income cannot be determined with exactitude and may be inconsequential. For this reason, and for the further reason that such interest income does not reflect normally anticipated income from operations, no interest income has been included in the estimated income for the first year of condominium operation.

2. Maintenance Payroll
(Budget for entire Condominium--$574,674)
(Tower Unit allocation--27%= $131,703)

This projected amount is based on the Tower Section's share (i.e., 27%) of the expenses of one maintenance manager, three assistant maintenance workers, and three porters. The Tower Section's share is based in part on an estimate of the amount of time that each such employee is projected to work on Building issues. The maintenance manager and assistant maintenance workers will be responsible for the maintenance and preventive maintenance efforts for physical aspects of the Building, including HVAC, electrical, plumbing, carpentry and amenities. The porters will be responsible for trash removal and keeping all of the common areas clean. All such employees will be non-union. Such level of staffing complies with all applicable housing and labor laws. The wages and benefits budgeted for all employees satisfy the requirements of New York State minimum wage laws, as well as all other applicable Federal, State and City laws. The total budgeted figure for the entire Condominium ($574,674) is broken down approximately as follows: 79% ($453,992) for salaries, and 21% ($120,682) for benefits and taxes. These figures reflect current wage rates and payroll tax rates that are currently applicable, and reasonably anticipated increases.

3. Office Payroll
(Budget for entire Condominium--$266,476)
(Tower Unit Allocation--15%= $ 32,362)

This budget includes an amount necessary to cover the Tower Board's share (i.e., 15%) of the expenses of two full-time staff members--an onsite building manager (community supervisor) and the community consultant. The Tower Board's share is

calculated based in part on the percentage of time the staff is projected to spend on Building-wide issues, intended to ensure that the Building will operate efficiently and in a high-quality manner. All such staff members will be non-union. Such level of staffing complies with all applicable housing and labor laws. The wages and benefits budgeted for all staff members satisfy the requirements of New York State minimum wage laws, as well as all other applicable Federal, State and City laws. The total budgeted figure for the entire Condominium ($266,476) is broken down approximately as follows: 79% ($210,729) for salaries, and 21% ($55,747) for benefits and taxes. These figures reflect current wage rates and payroll tax rates that are currently applicable, and reasonably anticipated increases.

4. Concierge
(Budget for entire Condominium--$223,066)
(Tower Unit Allocation--
approximately $945/Tower Unit= $ 52,932)

This includes an amount needed to cover the Tower Board's share of one part-time package concierge (estimated at approximately $945/tower unit) from the hours of 7:00 am-11:00 pm daily. concierge service will be available in the lobby of the building and will be provided pursuant to a contract with a third-party vendor. The concierge will be non-union. Such level of staffing complies with all applicable housing and labor laws. The compensation budgeted for the concierge satisfies the requirements of New York State minimum wage laws, as well as all other applicable Federal, State and City laws. The budgeted figure reflects current rates that are currently applicable, and reasonably anticipated increases.

5. Utilities
(Tower Unit Allocation--$195,828)
(Based on the opinion of MG Engineering D.P.C. dated September 1, 2016, revised November 11, 2016, attached below)

This budget item includes the estimated cost of electricity, gas, water and sewer for the Tower Common Elements.

As set forth in the projections for individual Tower Unit energy consumption costs during the first year of Condominium operation by MG Engineering D.P.C. dated September 1, 2016 (revised November 11, 2016) (a copy of which is set forth below):

-The estimated projected cost to the Tower Section of electricity for Tower Common Elements for the first year of condominium operation is approximately $55,801 based on estimated consumption of 265,719 kilowatt hours per annum at a cost of $0.21 per kilowatt hour, plus applicable sales tax.

-The estimated projected cost to the Tower Section of gas for the Tower Section for the first year of condominium operation is approximately $62,943 based on estimated consumption of 43,408 therms per annum at a cost of $1.45 per therm, plus applicable sales tax.

-The budgeted projected cost to the Tower Section for water/sewer charges for the Tower Section for the first year of condominium operation is approximately $77,084 per annum at a cost of $3.81 per 100 cubic feet of water consumption, and at a cost of $6.06 per 100 cubic feet for sewer utilization, plus applicable sales tax.

(See **Schedule B-1**, below.)

Rates currently being paid by the Tower Sponsor are those charged by servicing utilities pursuant to posted tariffs.

It is not possible to predict how closely the budgeted figure will reflect the actual expenses for electricity and gas to be incurred during the first year of condominium operation, in part because such expenses will vary with the level of consumption and the applicable gas and electric rates. Many factors affect the cost of electricity including, among others, the cost of oil (which has in the past been highly volatile and unpredictable) used to generate electricity. Historically, electric rates have been steadily increasing and the cost of gas is likely to increase, although it is not possible to forecast with certainty the amount or timing of such increases. It is believed that the projected figure should be sufficient to cover any reasonable increase in the cost of electricity and gas during the first year of condominium operation.

The budgeted amount also includes an estimated amount of $77,084 for water/sewer costs. This is based on the opinion of MG Engineering D.P.C. dated September 1, 2016 (revised November 11, 2016).

6. Maintenance (Budget--$33,088)

This budgeted figure is based on an analysis of typical operations of a new-construction condominium of a type similar to the Property and includes the cost of (a) various supplies (such as cleaning supplies and materials, lubricants, bulbs, public fixtures, and general and hardware supplies), and (b) maintenance and interior and exterior repairs to the Tower Common Elements, including the Building Systems, glass repair, lock replacement and repair, floor repairs, electrical and plumbing work, intercom work, boiler maintenance and repairs and periodic painting of the public halls and other Tower Common Elements. However, the budgeted item does not include the cost of repairs to, or the painting and decorating of, the interior of Tower Units, or the cost of repair or replacement of appliances in the Tower Units, which costs will be the responsibility of each Tower Unit Owner.

7. Landscaping
(Budget for entire Condominium--$133,469)
(Tower Unit Allocation--35%= $ 46,145)

This projected figure is based on actual bids and an analysis of typical expenses in similar properties. This would include the Tower Section's share of the community grounds landscaping, irrigation, snow removal and the pool contract.

8. Insurance
(Budget for entire Condominium--$ 86,955)
(Tower Unit Allocation--32%*= $ 28,057)
(*based on gross square footage)

Based on an estimate from AvalonBay Communities, Inc., the following insurance is recommended for the Building for the first year of condominium operation, with the Tower Section being responsible for its proportionate share of costs as set forth above:

Building All Risk (Deductible--$10,000)	$98,000,000
Liability/Excess Liability	$50,000,000-$100,000,000
Directors and Officers/Crime	$1,000,000

(These coverage amounts exceed the industry liability coverage norms of $1 million per occurrence, and $2 million in aggregate.)

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

The coverage limits are based upon an agreed value replacement cost for the Building (the estimated cost to rebuild, exclusive of the cost of excavating and rebuilding the foundation), and as such, the insurer will have waived any claim that the insured is a coinsurer and the insurer will be obligated to reimburse the insured for losses, up to the full amount of the policy, based on the actual replacement cost of the Building. Because of the difficulty in estimating replacement costs and because of increases in construction costs, there can be no warranty that the suggested coverage will yield sufficient proceeds to replace the Building or the Tower Section in the event of a total or partial loss. In order to safeguard the investment of the Tower Unit Owners in the event of a substantial or total destruction of the Building, the Tower Board should periodically review the amount of casualty insurance to insure that the amount of coverage is sufficient. Additionally, the estimated premiums are subject to change based upon rate changes, market conditions and reinsurance costs at the time the coverage is actually bound.

In recent years, premiums for insurance (especially fire liability) have increased substantially. It is not possible to predict whether premiums will escalate in the future or will level off. Although the projection is believed to be reasonable, no budgeted item is warranted. At the First Tower Unit Closing, the Tower Sponsor will deliver (at the Condominium's expense) a fire and liability binder or policy providing insurance coverage in accordance with the foregoing schedule.

This coverage does not include claims for personal injury or property damage resulting from occurrences in Tower Units, nor does it include coverage of the furniture or personal property of Tower Unit Owners. Therefore, each Tower Unit Owner should consider the desirability of obtaining additional insurance at his own cost covering, among other items, (i) fire or casualty losses

to the contents of his Tower Unit and any replacements, additions, upgraded fixtures and improvements therein, (ii) damage to other personal property, and (iii) liability for personal injury as a result of occurrences in the individual Tower Units.

9. Management Fees (Budget--$30,000)

It is contemplated that immediately prior to the First Unit Closing, the Condominium Board will enter into a management agreement with AvalonBay Communities Inc. (the **"Managing Agent"**) for an initial term of five years for a fixed annual fee, with $30,000 of such fee allocated to the Tower Section, payable in monthly installments of $2,500. The Managing Agent is not affiliated with Tower Sponsor.

(Such a five-year initial term is longer than the typical initial term for management agreements for new-construction condominiums. See **"Special Risks"** and the section of the Plan entitled **"Management Agreement, Contracts and Leases"**, below).

The Managing Agent is legally, and will be contractually, obligated to manage the entire Building (including the Tower Units) in accordance with industry standards for fine buildings of its type, and in fulfillment of its fiduciary duties to the Base Unit Owner as well as to all Tower Unit Owners. Such fiduciary duties will require the Managing Agent to always act in the best interests of the Tower Unit Owners. See **"Special Risks"**, and the section of the Plan entitled **"Management Agreement, Contracts and Leases"**.

In Tower Sponsor's opinion, the management fees contemplated herein are consistent with the current market cost for providing such services in a building this size. Tower Sponsor makes no representation as to the availability of management services at this estimated yearly rate after the expiration of the term of the management agreement. Subsequent to the expiration or termination of the management agreement with the Managing Agent, it shall be the responsibility of the Tower Board to retain a managing agent.

10. Administrative Office Expense
(Budget for entire Condominium--$104,825)
(Tower Unit Allocation--12%= $ 12,579)

The amount budgeted includes the Tower Section's share (projected at 12%) of all of the amounts required for telephones, computer support, uniforms and the like.

11. Marketing (Budget--$887)

This reflects the amount necessary to maintain appropriate Building signage as well as the Tower Board's share of Building-wide activities organized by the Condominium Board to promote community and resident retention.

12. Legal and Audit (Budget--$6,000)

This reflects the Tower Section's projected share of the audit expenses of the entire Condominium, based on a projected fee quote of $15,000 by Eisner Amper LLP; the Tower Section's share is projected to be $5,000. This also reflects an additional $1,000 per annum for incidental legal expenses to be incurred by the Tower Section for routine legal services such as advice to the Tower Board and attendance at the annual meeting of Tower Unit Owners, from an attorney or law firm to be decided upon by the Tower Board in the future.

GENERAL

The budget and any item contained in the budget may be modified from time to time prior to the commencement of, or during, condominium operation to add or delete budgeted items or to increase or decrease one or more budgeted items. Any reserve for contingencies does not include a reserve for capital replacements or repairs, for which no provision is made under this budget. Reference should be made to the Section of the Plan entitled **"Working Capital Fund; Closing Adjustments with Condominium Board; Reserve Fund"** for a discussion of reserves, if any, which may be used for capital replacements.

IN THE OPINION OF THE TOWER SPONSOR, THE PROJECTED RECEIPTS ARE ADEQUATE TO MEET THE ESTIMATED TOWER COMMON EXPENSES FOR THE FIRST FISCAL YEAR OF CONDOMINIUM OPERATION COMMENCING NOVEMBER 1, 2017. THE FOREGOING SCHEDULE, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTY OR WARRANTY BY ANYONE THAT THE ANNUAL TOWER COMMON CHARGES OR OTHER INCOME AND EXPENSES FOR SUCH FISCAL YEAR OR ANY SUBSEQUENT YEAR OF OPERATION OF THE PROPERTY WILL BE AS SET FORTH IN SAID SCHEDULE, SINCE THE ANNUAL TOWER COMMON CHARGES AND OTHER ITEMS OF INCOME AND EXPENSE MAY VARY FROM THE AMOUNTS SHOWN IN THE SCHEDULE.

If the actual or anticipated date of commencement of condominium operation 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 then-current projections. If such amended projections exceed the projections set forth above by twenty-five percent (25%) or more, each Purchaser shall have the right for fifteen (15) days after the Presentation Date of such amendment to rescind his Purchase Agreement, and, if not otherwise in default, have his Down Payment refunded. If any such Purchase Agreement is rescinded for such reason, Tower Sponsor shall cause the Down Payment thereunder to be refunded within ten days after such rescission notification.

Tower Sponsor may not declare this Plan effective where there are any material changes to the budget if such changes have not been disclosed in a duly filed amendment to the Plan.

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

SCHEDULE B-1

PROJECTED BUDGET FOR INDIVIDUAL TOWER UNIT ENERGY COSTS

Sponsor hereby adopts and incorporates into this Plan the projections for individual Tower Unit energy consumption costs during the first year of Condominium operation, dated September 1, 2016 (revised November 11, 2016), prepared by MG Engineering, D.P.C., having an address at 116 West 32nd Street, New York, New York 10001.

September 1, 2016
(Revised November 11, 2016)

Mr. Mike Lew
PERKINS EASTMAN ARCHITECTS
115 Fifth Avenue
New York, NY 10003

Via Email: m.lew@perkinseastman.com

Re: 1501 Voorhies Avenue
Brooklyn, New York
"AG Report Utility Calculations for Condo Apartments"
Project No.: 6500.05

Dear Mr. Lew:

We offer the following preliminary energy and utilities cost estimates for the Residential occupancy at New Sheepshead Bay Project.

COMMON WATER/SEWER CHARGES	**$77,084**
1. Residential Water Charges	$27,889
2. Residential Sewer Charges	$44,359
3. Estimated Annual Makeup Water Charges	$4,836
COMMON RESIDENTIAL GAS CHARGES	**$62,943**
1. Domestic Hot Water Heating	$16,717
2. Cooking	$13,154
3. Boiler Plant	$29,510
4. Corridor Heating/Cooling Unit	$3,400
5. Penthouse Range Hood Makeup Air Supply Unit	$162
COMMON RESIDENTIAL ELECTRIC CHARGES	**$55,801**
1. Plumbing Equipment Loads	$3,932
2. HVAC Equipment Loads	$32,362
3. Lighting Loads	$9,998
4. Elevator Loads	$9,509
TOTAL APARTMENT ELECTRIC CHARGES	**$131,510**

See Schedule B-1 for Individual Apt. Electric Charges

UTILITY RATES

• Electric Utility Cost	$0.21	per KWHr
• Water Utility Cost	$3.81	per 100 cubic feet used
• Sewer Utility Cost	$6.06	per 100 cubic feet used
• Natural Gas Utility Cost	$1.45	per therm

CRITERIA

- Residential Apartments - 56 units
- Residential Population - **150** people
- Population based on Muss Development experience
- Residential Water Usage Basis – 100 gallons per day per person

Electric cost is based on $0.21/kwh, from New York State Department of Public Service-monthly Residential bills including all taxes and charges.

Refer to attached Schedule B-1 individual apartment loads.

The estimated rates are based on projected rates for July, 2016. The estimated projected rates and subsequent costs are not guaranteed and it is expected that these rates will increase over time and are affected by factors which are beyond control of the sponsor. Purchasers are advised that the projections are only estimates and actual consumption will be metered and will vary based on needs of each occupant, building operation, and weather conditions.

OCCUPANCY BASED ON MUSS DEVELOPMENT EXPERIENCE

	UNITS	ASHRAE	MUSS
1 Bedroom	7	14	10.5
2 Bedrooms	34	102	85
3 Bedrooms	13	52	45.5
4 Bedrooms	2	10	9
TOTAL	**56**	**178**	**150**

Please feel free to contact our office with any questions.

Very truly yours,

M. Dinaburg

Masha Dinaburg, P.E., LEED AP
Associate

cc: **Perkins Eastman**
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Bruce W. Jaffe / Nikola Ljuljic / Ed Gallet / Steven Pereira / Michael Murphy / Vincent Meyer / Devin Brown, LEED AP ID+C / Isak Catic / Michael Fiorillo / Anita Skara / James Nunan / Joe Scarpulla / Timon Klimenta / Richard Wismer III

Schedule B-1: Individual Apartment Electrical Costs

Unit	Ltg/Pwr (KW)	Annual Ltg/Pwr (KWHrs)	Gas Cooktop (KW)	Annual Cooktop (KWHrs)	Electric Dryer Load (KW)	Annual Dryer Useage (KWHrs)	Range Hood Roof Exhaust Fan Load (KW)	Annual Range Hood Roof Exhaust Fan Useage (KWHrs)	Estimated WSHP/AC Load (KWatts)	Annual WSHP/AC Power (KWHrs)	Estimated WSHP Heating (KW)	Annual Htg Power (KWHrs)	Total Annual Usage (KWHRs)	Estimated Annual Elec. Cost
18A	5	3,435	0.20	73	5.00	780			1.81	1869	0.7	1,101	7,259	$1,524
18B	5	3,469	0.20	73	5.00	780			1.81	1869	0.7	1,101	7,293	$1,531
18C	5	3,866	0.20	73	5.00	780			2.50	2578	1.3	2,100	9,397	$1,973
18D	5	3,943	0.20	73	5.00	780			4.26	4404	1.3	2,149	11,349	$2,383
18E	5	3,848	0.20	73	5.00	780			2.75	2836	1.4	2,242	9,779	$2,053
18F	5	3,548	0.20	73	5.00	780			2.23	2299	1.3	2,047	8,747	$1,837
18G	5	3,746	0.20	73	5.00	780			3.52	3631	1.8	2,954	11,184	$2,349
18H	5	3,999	0.20	73	5.00	780			3.74	3867	1.2	1,955	10,674	$2,241
19A	5	3,435	0.20	73	5.00	780			1.81	1869	0.7	1,101	7,259	$1,524
19B	5	3,469	0.20	73	5.00	780			1.81	1869	0.7	1,101	7,293	$1,531
19C	5	3,866	0.20	73	5.00	780			2.50	2578	1.3	2,100	9,397	$1,973
19D	5	3,943	0.20	73	5.00	780			4.26	4404	1.3	2,149	11,349	$2,383
19E	5	3,848	0.20	73	5.00	780			2.75	2836	1.4	2,242	9,779	$2,053
19F	5	3,548	0.20	73	5.00	780			2.23	2299	1.3	2,047	8,747	$1,837
19G	5	3,746	0.20	73	5.00	780			5.32	5500	2.5	4,056	14,155	$2,972
19H	5	3,999	0.20	73	5.00	780			3.74	3867	1.2	1,955	10,674	$2,241
20A	5	4,010	0.20	73	5.00	780			3.60	3717	2.0	3,168	11,748	$2,467
20B	5	3,971	0.20	73	5.00	780			3.60	3717	2.0	3,168	11,709	$2,459
20C	5	3,600	0.20	73	5.00	780			1.98	2041	1.2	1,905	8,399	$1,764
20D	5	3,823	0.20	73	5.00	780			3.52	3631	1.8	2,954	11,261	$2,365
20E	5	4,004	0.20	73	5.00	780			4.60	4748	1.8	2,881	12,486	$2,622
21A	5	4,010	0.20	73	5.00	780			3.60	3717	2.0	3,168	11,748	$2,467
21B	5	3,790	0.20	73	5.00	780			3.08	3180	1.8	2,974	10,796	$2,267
21C	5	3,857	0.20	73	5.00	780			2.23	2299	1.3	2,047	9,056	$1,902
21D	5	3,746	0.20	73	5.00	780			3.52	3631	1.8	2,954	11,184	$2,349
21E	5	4,004	0.20	73	5.00	780			4.60	4748	1.8	2,881	12,486	$2,622
22A	5	4,010	0.20	73	5.00	780			3.60	3717	2.0	3,168	11,748	$2,467
22B	5	3,790	0.20	73	5.00	780			3.08	3180	1.8	2,974	10,796	$2,267
22C	5	3,857	0.20	73	5.00	780			2.23	2299	1.3	2,047	9,056	$1,902
22D	5	3,746	0.20	73	5.00	780			3.52	3631	1.8	2,954	11,184	$2,349
22E	5	4,004	0.20	73	5.00	780			4.60	4748	1.8	2,881	12,486	$2,622
23A	5	4,010	0.20	73	5.00	780			3.60	3717	2.0	3,168	11,748	$2,467
23B	5	3,790	0.20	73	5.00	780			3.08	3180	1.8	2,974	10,796	$2,267
23C	5	3,857	0.20	73	5.00	780			2.23	2299	1.3	2,047	9,056	$1,902
23D	5	3,746	0.20	73	5.00	780			3.52	3631	1.8	2,954	11,184	$2,349
23E	5	4,004	0.20	73	5.00	780			4.60	4748	1.8	2,881	12,486	$2,622

Schedule B-1: Individual Apartment Electrical Costs

Unit	Ltg/Pwr (KW)	Annual Ltg/Pwr (KWHrs)	Gas Cooktop (KW)	Annual Cooktop (KWHrs)	Electric Dryer Load (KW)	Annual Dryer Useage (KWHrs)	Range Hood Roof Exhaust Fan Load (KW)	Annual Range Hood Roof Exhaust Fan Useage (KWHrs)	Estimated WSHP/AC Load (KWatts)	Annual WSHP/AC Power (KWHrs)	Estimated WSHP Heating (KW)	Annual Htg Power (KWHrs)	Total Annual Usage (KWHRs)	Estimated Annual Elec. Cost
24A	5	4,010	0.20	73	5.00	780			3.60	3717	2.0	3,168	11,748	$2,467
24B	5	3,790	0.20	73	5.00	780			3.08	3180	1.8	2,974	10,796	$2,267
24C	5	3,857	0.20	73	5.00	780			2.23	2299	1.3	2,047	9,056	$1,902
24D	5	3,746	0.20	73	5.00	780			3.52	3631	1.8	2,954	11,184	$2,349
24E	5	4,004	0.20	73	5.00	780			4.60	4748	1.8	2,881	12,486	$2,622
25A	5	4,010	0.20	73	5.00	780			3.60	3717	2.0	3,168	11,748	$2,467
25B	5	3,790	0.20	73	5.00	780			3.08	3180	1.8	2,974	10,796	$2,267
25C	5	3,857	0.20	73	5.00	780			2.23	2299	1.3	2,047	9,056	$1,902
25D	5	3,746	0.20	73	5.00	780			3.52	3631	1.8	2,954	11,184	$2,349
25E	5	4,004	0.20	73	5.00	780			4.60	4748	1.8	2,881	12,486	$2,622
26A	5	4,010	0.20	73	5.00	780			3.60	3717	2.0	3,168	11,748	$2,467
26B	5	3,999	0.20	73	5.00	780			3.60	3717	2.0	3,168	11,737	$2,465
26C	6	4,440	0.20	73	5.00	780			5.45	5629	2.3	3,807	14,729	$3,093
26D	5	4,002	0.20	73	5.00	780			4.60	4748	1.8	2,881	12,484	$2,622
27A	5	4,010	0.20	73	5.00	780			3.60	3717	2.0	3,168	11,748	$2,467
27B	5	3,999	0.20	73	5.00	780			3.60	3717	2.0	3,168	11,737	$2,465
27C	6	4,412	0.20	73	5.00	780			5.45	5629	2.3	3,807	14,701	$3,087
27D	5	4,002	0.20	73	5.00	780			4.60	4748	1.8	2,881	12,484	$2,622
28A	7	4,788	0.20	73	5.00	780	0.70	255	7.05	7283	4.1	6,694	19,873	$4,173
28B	7	4,864	0.20	73	5.00	780	0.70	255	7.53	7777	3.1	4,961	18,710	$3,929

Notes:

1) annual lighting and power diversity based on 8 hrs x 365 days x 25%.
2) annual wshp cooling hr estimated at 90% 48 cooling days x 24 hrs.
3) annual wshp heating hours estimated at 75% x 90 heating days x 24 hrs
4) annual gas cooktop est 365 hr a year at 200watt

COMPLIANCE WITH REAL PROPERTY LAW SECTION 339-i

As set forth in the opinion of counsel attached hereto and incorporated herein, the Common Interest percentages allocated to each Tower Unit in the Condominium have been allocated in the manner prescribed by Real Property Law section 339-i(1)(iv): on the basis of such Unit's floor space as measured in square footage, taking into account, however, the location of such Unit within the Building, its overall layout and dimensions, the availability of Common Elements for exclusive or shared use by the Unit Owners, and additional similar factors of value and desirability relative to the other Units.

BBWG

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April 25, 2017

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

Re: 1 Brooklyn Bay Condominiums
The Tower Units in Sheepshead Bay Road Condominium
1524 Sheepshead Bay Road
a/k/a 1501 Voorhies Avenue, Brooklyn, N.Y.
Compliance with Real Property Law section 339-i

Dear Sirs/Mesdames:

The Common Interest percentages allocated to each of 1 Brooklyn Bay Condominiums (the Tower Units in Sheepshead Bay Road Condominium) have been allocated in the manner prescribed by Real Property Law section 339-i(1)(iv): on the basis of such Unit's floor space as measured in square footage, taking into account, however, the location of such Unit within the Building, its overall layout and dimensions, the availability of Common Elements for exclusive or shared use by the Unit Owners, and additional similar factors of value and desirability relative to the other Units. The foregoing method complies with RPL section 339-i(1)(iv) and, as such, it is our opinion that the allocation of Common Interest percentages is appropriate pursuant to such statute.

I have been an attorney admitted to practice law in New York State since 1983. During that time, I have prepared at least 15 condominium offering plans, amendments for many more plans, and numerous No-Action Letter applications. I have also represented more than 250 cooperative and condominium Boards.

Sincerely,

Aaron Shmulewitz

ASHMULEWITZ/11511.0900/1980392

PARKING SPACES

Tower Sponsor also offers the licenses for a total of forty three (43) outdoor parking spaces (the **"Parking Spaces"**) at the license acquisition amounts set forth in Schedule A-1 **("Schedule A-1")**. **THESE LICENSE ACQUISITION AMOUNTS HAVE BEEN SET BY TOWER SPONSOR AND ARE NOT SUBJECT TO REVIEW OR APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENTAL AGENCY.** The Parking Spaces are located in the shaded areas delineated on the Site Landscape Plan (Drawing LA-100.00) included in Part II of this Plan. **SUCH PARKING SPACE LICENSES SHALL BE REVOCABLE.**

The Parking Spaces will be licensed to Tower Unit Owners pursuant to a Parking Space License agreement, the form of which is set forth in part II of this Plan. Notwithstanding the foregoing, Tower Sponsor reserves the right to retain for its own use, and to not license, any of the Parking Spaces. Since there are fewer Parking Spaces than Tower Units in the Building, Parking Spaces will be licensed on a first-come, first-served basis, and there is no assurance that a Tower Unit Purchaser shall be able to obtain a license for a Parking Space. The Parking Spaces will be part of the General Common Elements of the Condominium. In order for an initial Tower Unit Purchaser to acquire such a license, such Tower Unit Purchaser shall be required to pay to Tower Sponsor a License Acquisition Fee in the amount set forth at Schedule A-1, and to execute the Parking Space License Agreement. Parking Space licenses may only be granted to Tower Unit Owners; however, a Tower Unit Owner who is a licensee of a Parking Space may sublicense such Parking Space to any person, including non-residents of the Building. In the event that a licensee of a Parking Space shall cease to be a Tower Unit Owner, he/she will be required to assign such license to the purchaser or other transferee of his/her Tower Unit, or to another Tower Unit Owner, pursuant to a form of assignment that may be prescribed by the Tower Board, or to surrender such license to the Tower Board. While no monthly consideration is currently contemplated to maintain a Parking Space license, the Tower Board shall have the authority to impose such a consideration payment requirement at any time. The Tower Board shall also have the authority to promulgate, adopt and change from time to time rules and regulations regarding the Parking Spaces.

In accordance with Applicable Law, the Parking Spaces may be used solely for the storage of passenger motor vehicles of the Tower Unit Owners who have licensed them, or to sublicensees thereof, except that Tower Sponsor may license to any person any Parking Spaces that are retained by Tower Sponsor. A Parking Space which has been thus licensed by Tower Sponsor shall be made available to an occupant of the Building within 30 days after written request therefor. However, such Parking Space may also be used for the storage of any type of mechanical or motor-driven equipment or other accessory device or passenger bus required for the proper maintenance of the Property.

One Parking Space (#2) (the **"Disabled Parking Space"**) has been designated as a disabled Parking Space under Applicable Law, and will be the last Parking Space licensed if it has not previously been licensed to a Tower Unit Purchaser who him/herself, or a member of his/her family, has a vehicle with disabled-parking license plates. The licensing of the Disabled Parking Space, and any subsequent transfer or sublicensing thereof, shall be subject to the following conditions.

In the event that a Tower Unit Owner, or a member of his/her family residing in his/her Tower Unit, shall become disabled and shall acquire disabled-parking license plates for his/her vehicle, and such Tower Unit Owner is the licensee of a Parking Space other than the Disabled Parking Space, such Tower Unit Owner shall have the right to demand that the licensee of the Disabled Parking Space trade the Disabled Parking Space for the Parking Space licensed by such disabled Tower Unit Owner.

In the event that a Tower Unit Owner, or a member of his/her family residing in his/her Tower Unit, shall become disabled and shall not then be a licensee of a Parking Space, such disabled Tower Unit Owner shall have the right to demand that the licensee of the Disabled Parking Space transfer the license thereto at then current, fair market value to such disabled Tower Unit Owner. All costs and expenses involved in the transfer of such license to the Disabled Parking Space, including, without limitation, title abstracts, title insurance, transfer taxes and recording fees, and reasonable attorney fees, if any, shall be borne by the party requesting the transfer.

The licensee of the Disabled Parking Space shall comply with such demand within thirty (30) days after such written demand. If the parties cannot agree on the fair market value of the Disabled Parking Space license, then the parties shall submit the

matter to binding arbitration before a single arbitrator appointed by the American Arbitration Association, in accordance with the notice, service and other requirements of such entity that shall then be in effect.

CHANGES IN PRICES AND UNITS

Changes in price and terms of sale

Subject to the conditions hereinafter set forth, Tower Sponsor reserves the right, at any time and from time to time before and after the recording of the First Amendment to the Declaration, without prior notice or prior amendment to the Plan and without the consent or approval of the Selling Agent, the Managing Agent, the Tower Board, any Tower Unit Owner, any mortgagee or any other party, to change the Purchase Price, the manner of payment and any other term of sale of any Tower Unit as permitted by the terms of this Plan, except that: (i) unless an affected Purchaser consents, no material change will be made in the Tower Common Elements, or to a Tower Unit's size, layout or percentage of Common Interest with respect to any Tower Unit for which a Purchase Agreement is then in effect and with respect to which the Purchaser is not in default; and (ii) 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 Tower Common Elements.

Changes in the Purchase Prices set forth in Schedule A will be made pursuant to a duly filed amendment to the Plan when such change in price is an across-the-board change affecting one or more lines of Tower Units or Tower Unit models or is to be advertised or is a price increase for an individual Purchaser. As set forth in the Footnotes to Schedule A, Purchase Prices are negotiable. Accordingly, unless it would constitute a prohibited discriminatory inducement, Tower Sponsor may enter into a Purchase Agreement with an individual Purchaser to sell one or more Tower Units at prices less than those set forth in Schedule A without filing an amendment.

If Tower Sponsor changes the Purchase Price of one or more Tower Units, the Purchaser of such Tower Unit may pay, or may have paid, more or less than other Purchasers of comparable Tower Units having the same Common Interest. Such a price change, however, will not alter the Common Interest of, or the amount of the Common Charges payable by, the owners of Tower Units.

Changes of size, layout and number of Tower Units

In order to meet the possible varying demands for number and type of Tower Units, or to meet the particular needs of prospective Purchasers, or for any other reason, Tower Sponsor

reserves the right to change: (a) the layout of, or number of rooms in, Unsold Tower Units and (b) the size or number of Unsold Tower Units, by subdividing one or more Unsold Tower Units into two or more separate Tower Units, by combining two or more separate Unsold Tower Units into one or more Unsold Tower Units, by altering the boundary walls of any Unsold Tower Unit, or otherwise, including, without limitation, the use of any portion of the Tower Common Elements adjacent to such Unsold Tower Units to the extent that such portion is not required to be maintained as Tower Common Elements pursuant to the terms of the Declaration and the Tower By-Laws. Subject to the terms of the last two paragraphs of this subsection, such right may be exercised by Tower Sponsor from time to time, both before and after the recording of the First Amendment to the Declaration, without the consent or approval of the Managing Agent, the Tower Board, any Tower Unit Owner, any mortgagee or any other party. Tower Sponsor, however, will first obtain the approval of all governmental authorities having jurisdiction thereover whose approval is required by Applicable Law. In addition, if a Purchase Agreement has been signed with respect to a Tower Unit and the Purchaser thereunder is not in default, Sponsor will not materially change the size, layout or percentage of Common Interest of such Tower Unit unless the affected Purchaser consents in writing. Further, no material change will be made in the size, and no material adverse change will be made in the quality, of Tower Common Elements unless all Purchasers consent. Any such change will be reflected in an amendment to this Plan and, when applicable, to the Declaration.

Tower Sponsor will not cause any material change to be made in the size or quality of the Tower Common Elements unless all Purchasers consent thereto. In the event a Purchaser refuses to grant his consent thereto and wishes to rescind his Purchase Agreement, Tower Sponsor will promptly return any downpayment that is being held with interest, if any.

As long as the layout and dimensions of a Tower Unit conform to the Floor Plans, subject to immaterial inaccuracies, a Purchaser will not be excused from purchasing his Tower Unit for such reason and will not have any claim against Tower Sponsor as a result of such deviation.

If Tower Sponsor changes the size or number of Unsold Tower Units, Tower Sponsor will increase or decrease the Common Interests appurtenant thereto accordingly. However, the aggregate amount of the Common Interests of all the Tower Units, when taken together with the Common Interest of the Base Unit, will always

remain at 100%. As a result of any reapportionment of the Common Interests appurtenant to Unsold Tower Units, the amount of the Common Charges and the real estate taxes and assessments payable by the owners of the Unsold Tower Units affected thereby will be increased or decreased proportionately, but the amount of the Common Charges and the real estate taxes and assessments payable by the owners of Tower Units unaffected thereby will not vary. Tower Sponsor shall submit a new letter pursuant to Real Property Law section 339-i to reflect any such changes.

The Plan will be amended to reflect any change in the size or number of Tower Units, their respective Common Interests, or the size or quality of the Common Elements; however, the layout and number of rooms in Unsold Tower Units may be changed without prior notice or amendment of this Plan.

Once the First Amendment to the Declaration is recorded, no change may be made in the number of Units or number of rooms within a Tower Unit, nor may the size of any Tower Unit be changed by subdivision or combination or alteration of boundary walls, or otherwise, nor may the Common Interest of any Tower Unit be changed, unless the Declaration is further amended and such amendment is duly recorded. As more particularly provided in the First Amendment to the Declaration, Tower Sponsor or any Tower Sponsor Successor, as the owner of an Unsold Tower Unit, will have the right itself to so further amend the Declaration to effectuate such change, provided the Common Element space is not decreased, without the Tower Board, the other Tower Unit Owners or any mortgagee consenting to, or executing, such amendment. No change of a Tower Unit's Common Interest will be made, however, without the prior written consent of the owner of such Tower Unit having been obtained.

To the extent permitted by Applicable Law, if the size or configuration of a Tower Unit is changed in compliance with the Plan and the Condominium Documents and, in connection therewith, a wall, space or other area forming a part of the Tower Common Elements servicing and benefiting only such Tower Unit is razed or incorporated in the Tower Unit, then such Common Element shall be deemed for the exclusive use and benefit of the owner of such Tower Unit and the Tower Unit's Common Interest will remain unchanged.

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

default. In addition, 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 Tower Common Elements.

No material change will be made in the size, and no material adverse change will be made in the quality, of Common Elements unless Purchasers not in default receive a right to rescind and a reasonable period of time that is not less than fifteen (15) days after the date of presentation to exercise the right. The Sponsor shall be obligated to return any deposit or downpayment promptly to any Purchaser who so rescinds.

INTERIM LEASES

Sponsor reserves the right to rent or lease vacant Tower Units to Purchasers at any time, both before and after the First Tower Unit Closing, and to non-Purchasers following consummation of the Plan (i.e., the First Tower Unit Closing). Once a Purchase Agreement is accepted for a vacant Tower Unit, however, and for so long as such Purchase Agreement is in effect, such Tower Unit may only be leased to the Purchaser thereof pursuant to an "**Interim Lease**" on the terms set forth in this Section.

An Interim Lease shall be prepared on the form of lease set forth in Part II of this Plan. The term of each such Interim Lease shall expire on the earliest to occur of: (i) the date of closing of title to the Tower Unit covered by such Interim Lease; (ii) the date fixed in the Interim Lease for the expiration of the term; (iii) the date upon which the Interim Lease is terminated at the option of Tower Sponsor by reason of a default by the Purchaser-tenant under the Interim Lease or a casualty or condemnation affecting the Tower Unit; or (iv) the date upon which the Interim Lease is terminated by the Purchaser-tenant or Tower Sponsor as provided below. The rent payable under the Interim Lease shall be negotiated by the parties but shall in no event exceed the maximum legal rent, if any, permitted under Applicable Laws.

An uncured default (including but not limited to a default in any payment obligations) by the Purchaser-tenant under the Purchase Agreement will constitute a default under the Interim Lease. A default in the performance or observance of the terms and conditions of the Interim Lease (including but not limited to a default in any payment obligations) will also be a default under the terms of the Purchase Agreement and will permit Tower Sponsor to cancel the Purchase Agreement in accordance with its terms, after the expiration of not less than thirty (30) days following written notice of cancellation based on such default by Tower Sponsor. The Purchaser-tenant will be required to vacate his Tower Unit within not less than thirty (30) days after notice is sent of Tower Sponsor's intent to cancel the Purchase Agreement, provided that the Purchaser-tenant fails to cure any such default within the applicable grace period, if any, with TIME BEING OF THE ESSENCE. Before a default under the Interim Lease may be declared a default under the Purchase Agreement, however, either: (i) Tower Sponsor must obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the Purchaser-

tenant; or (ii) the Purchaser-tenant must have vacated the Tower Unit.

In the event that the Purchaser-tenant should exercise any right to terminate or rescind the Purchase Agreement or Interim Lease, such termination or rescission will be contingent upon his surrendering possession of his Tower Unit and leaving the same vacant, in good condition and broom clean within thirty (30) days after he elects to terminate or rescind. He must also pay any rent then due and payable under his Interim Lease. Nothing contained herein shall relieve any Purchaser of liability for damage to his Tower Unit or of any other liability under the Purchase Agreement or Interim Lease.

In no event will any portion of the rental paid under an Interim Lease be credited towards the Tower Unit's Purchase Price.

The right of Tower Sponsor, or any Tower Sponsor Successor, to rent or lease any Unsold Tower Unit will not be subject to any right of first refusal in favor of the Condominium Board or the Tower Board to lease such Unsold Tower Unit from Tower Sponsor or such Tower Sponsor Successor on the same terms offered to the prospective tenant or occupant.

In the event the Plan is abandoned, a Tower Unit occupied pursuant to an Interim Lease shall be subject to the provisions of any Applicable Laws that may be in effect with respect to such Tower Unit at the time of such abandonment. Additionally, a Purchaser-tenant under an Interim Lease may, if the Plan is abandoned, cancel such lease and vacate the premises upon ninety (90) days' written notice to Tower Sponsor, or Tower Sponsor Successor if applicable, sent to the address set forth on the cover page of this Plan.

Tower 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.

PROCEDURE TO PURCHASE

General

A Person desiring to purchase a Tower Unit will be required to execute, in quadruplicate, a Purchase Agreement in the form set forth in Part II of this Plan. The Purchase Agreement contains the terms and conditions upon which the Tower Unit will be sold and, before being executed, should be read carefully by the prospective Purchaser and his legal or financial representative.

New Federal regulations on lead-based paint

The United States Department of Housing and Urban Development and the Environmental Protection Agency have recently adopted **"Lead-Based Paint Regulations"** applicable to most housing built prior to 1978 (called **"Target Housing"**). Generally, the Regulations concern disclosure of known presence of lead-based paint and lead-based paint hazards in Target Housing. The disclosures are required to be made in contracts of sale or lease (including lease renewals and subleases) of Target Housing. The Regulations apply to all owners of co-operative and condominium units in Target Housing. **HOWEVER, SINCE THE BUILDING WILL BE NEWLY-CONSTRUCTED, SUCH REGULATIONS ARE INAPPLICABLE TO IT.**

Delivery of purchase agreement

A prospective Purchaser desiring to purchase a Tower Unit should deliver four (4) copies of the executed Purchase Agreement, and his unendorsed personal check, drawn on a New York City Clearing House Association member bank, in a sum equal to twenty percent (20%) of the purchase price (or such lesser amount as may be mutually agreed-upon between Purchaser and the Tower Sponsor) (the **"Down Payment"**), to the Tower Sponsor, in care of Belkin Burden Wenig & Goldman, LLP (attention: Aaron Shmulewitz, Esq.), 270 Madison Avenue, New York, New York 10016. Said check is to be made payable to the order of **"Belkin Burden Wenig & Goldman, LLP, as Escrow Agent for 1 Brooklyn Bay Condominiums/[Name of Purchaser]". A DOWN PAYMENT EQUAL TO TWENTY PER CENT (20%) OF THE PURCHASE PRICE IS HIGHER THAN THE INDUSTRY NORM OF TEN PERCENT (10%). SEE "SPECIAL RISKS".**

Payment of purchase price

Each Purchaser shall deliver his check made payable to the order of "Belkin Burden Wenig & Goldman, LLP, as Escrow Agent

for 1 Brooklyn Bay Condominiums/Name of Purchaser]" in the amount of the Down Payment, subject to collection, simultaneously with the execution and delivery of the Purchase Agreement. The balance of the Purchase Price will be paid to (or as directed by) Tower Sponsor at the Closing.

Except for the Down Payment, which is to be paid as provided above, any payments to be made by the Purchaser under the Purchase Agreement (including without limitation the payment of the balance of the Purchase Price), whether to, on behalf of or at the request of Tower Sponsor, must be made by unendorsed certified check, or bank check, drawn in either case on a member bank of the New York Clearing House Association and made payable to the order of Tower Sponsor; except that at the request of Tower Sponsor made at or prior to the closing, the Purchaser will pay the balance of the Purchase Price to such payees as Tower Sponsor directs.

If any check for any payment to be made by the Purchaser under the Purchase Agreement (including, without limitation, the Down Payment) shall be dishonored for any reason whatsoever, it shall be deemed a material default by the Purchaser under the Purchase Agreement and Tower Sponsor may, in that event, cancel the Purchase Agreement and, notwithstanding such cancellation, be entitled to recover the amount of such check in addition to, without limiting the foregoing provisions, the costs and expenses (including, but not limited to, reasonable attorneys' fees and expenses) of collection of any such check or other instrument so dishonored.

At Tower Sponsor's option, Purchasers will be afforded not fewer than seven days after delivering an executed Purchase Agreement together with the required Down Payment to rescind the Purchase Agreement and have the full Down Payment refunded promptly. The Purchaser shall either personally deliver a written notice of rescission to the Tower Sponsor or Selling Agent within the seven-day period or mail the notice of rescission to the Tower Sponsor or Selling Agent and have the mailing postmarked within the seven-day period; or (ii) not fewer than three business days to review the Plan and all filed amendments prior to execution of a Purchase Agreement.

Financing

As more fully described in **"Special Risks"** and in the Purchase Agreement, a Purchaser's obligations to purchase his Tower Unit under his Purchase Agreement will NOT be contingent upon the

Purchaser obtaining financing. That means that, in such event, the Purchaser will be obligated to fund his/her purchase through alternate means; if the Purchaser cannot close on his/her purchase due to the unavailability of financing, or for any other reason, the Down Payment will be forfeited to the Tower Sponsor pursuant to the terms of the Purchase Agreement. Tower Sponsor cannot and does not represent, assure or guarantee that any Purchaser will be able to obtain mortgage financing or the terms or costs of such financing.

Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of apartments in a building be sold before a lender will consider making a loan. Thus, it may be possible for a Purchaser to experience difficulty obtaining a loan if Tower Sponsor has not sold a substantial percentage of the apartments in the building, which, in some cases, may be as high as 70%. Moreover, some lenders will not provide financing in a building 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. Finally, it is possible that some lenders may decline to make mortgages on Tower Units due to the fact that a large portion of the Building will consist of the Base Unit, comprising 180 rental apartments. See **"Special Risks"** and **"Closing of Title to Units and Terms of Sale"**, and the form of Purchase Agreement set forth in Part II of the Plan.

Tower Sponsor shall have no liability to any Purchaser if his/her application for financing is not accepted, or fails to meet any conditions set forth in any mortgage commitment. Tower Sponsor makes no representations regarding the availability or terms of financing. Prospective purchasers who require financing are advised to consult with a lending institution before execution of a Purchase Agreement.

The Escrow Agent

The law firm of Belkin Burden Wenig & Goldman, LLP, with an address at 270 Madison Avenue, New York, New York 10016, telephone number 212-867-4466, shall serve as escrow agent (**"Escrow Agent"**) for the Tower Sponsor and Purchasers. Escrow Agent has designated the following attorneys to serve as signatories: Daniel Altman, Sherwin Belkin, Joseph Burden, Jeffrey L. Goldman, Martin

Heistein, Robert Jacobs, Lewis Lindenberg, Martin Meltzer, Craig Price, Kara Rakowski, Aaron Shmulewitz, David M. Skaller, and Howard Wenig. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Tower Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

The Escrow Account

The Escrow Agent has established the escrow account at Sterling National Bank, located at 60 East 42nd Street, New York, New York 10165 (the **"Bank"**), a bank authorized to do business in the State of New York. The escrow account is entitled "Belkin Burden Wenig & Goldman, LLP, as Escrow Agent for 1 Brooklyn Bay Condominiums/[Name of Purchaser]" (the **"Escrow Account"**). The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. Any deposit in excess of $250,000 will not be insured.

All Down Payments received from Purchasers shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to the order of "Belkin Burden Wenig & Goldman, LLP, as Escrow Agent for 1 Brooklyn Bay Condominiums/[Name of Purchaser]", as Escrow Agent.

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

The interest rate for all Down Payments made into the Escrow Account shall be the prevailing rate for such accounts. Interest shall begin to accrue upon placing the Down Payment into the Escrow Account, assuming that the Purchaser shall have supplied his/her/its social security or tax identification number to the Escrow Agent, and shall have delivered a signed form W-9 or its equivalent to the Escrow Agent. All interest earned thereon shall be paid or credited to the Purchaser at Closing. No fees of any kind may be deducted from the Escrow Account, and the Tower Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

The Purchase Agreement

The form of Purchase Agreement is attached hereto in Part II of this Plan. The relevant escrow trust fund provisions are

included in paragraphs 12-14 of the Purchase Agreement, which must be executed by the Escrow Agent in addition to the Tower Sponsor and the Purchaser.

Notification to Purchaser

Within five (5) business days after a Purchaser delivers an executed Purchase Agreement together with the required Down Payment, the Tower Sponsor shall either accept the Purchase Agreement and return a fully executed counterpart to the Purchaser, or reject the Purchase Agreement and refund the full Down Payment previously tendered. If the Tower Sponsor does neither within such five (5) business day period, the Purchase Agreement shall be deemed rejected. Within five (5) business days after the Purchase Agreement has been tendered to Escrow Agent along with the Deposit, the Escrow Agent shall sign the Purchase Agreement and place the Deposit into the Escrow Account. Within ten (10) business days of placing the deposit in the Escrow Account, Escrow Agent shall provide written notice to the Purchaser and the Tower Sponsor, confirming the Deposit. The notice shall provide the account number and the initial interest rate to be earned on the Deposit. Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance with the terms of the Purchase Agreement.

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

Release of Funds

All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement, are and shall continue to be the respective Purchasers' money, and may not be commingled with any other money or pledged or

hypothecated by the Tower Sponsor, as per General Business Law §352-h.

Under no circumstances shall the Tower 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 Tower Sponsor of its obligations pursuant to General Business Law §§352-e(2-b) and 352-h.

The Escrow Agent shall release the Deposit if so directed:

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

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

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

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

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

(a) a Purchaser who timely rescinds in accordance with an

offer of rescission contained in the Plan or an amendment to the Plan; or

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

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

Waiver Void

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

The Escrow Agent will maintain all records concerning the Escrow Account for seven (7) years after the closing of such account.

The Escrow Agent may from time to time, upon notice to Tower Sponsor and all Purchasers, change the depositary in which the Down Payments are held to another lending institution in New York City without the necessity of amending the Plan.

Events of default

If a Purchaser (i) defaults in paying the balance of the Purchase Price on the date scheduled by Tower Sponsor for closing title to his Unit, (ii) defaults in performing some other obligation under the Purchase Agreement, or (iii) is or becomes a tenant or occupant of the Building and is evicted (whether by voluntary removal or by court order), for failure to pay rent or to perform some other lease or tenancy obligation, Tower Sponsor's sole remedy under the Purchase Agreement will be to cancel said Purchase Agreement by sending written notice to such Purchaser and, if such Purchaser shall fail to cure such default within thirty (30) days after the giving of such notice, to retain, as and for liquidated damages, the Liquidated Sum. Any payments received by Tower Sponsor in excess of the Liquidated Sum, together with interest earned on such excess payments, if any, shall be refunded

to the Purchaser within ten days after notice of such cancellation shall have been received. **THE CURING OF SUCH DEFAULT WITHIN SAID THIRTY (30) PERIOD IS OF THE ESSENCE OF THIS AGREEMENT. THIS MEANS THAT, UPON THE PURCHASER'S FAILURE TO CURE HIS DEFAULT WITHIN SUCH PERIOD, THE PURCHASE AGREEMENT SHALL BE DEEMED CANCELLED AND TOWER SPONSOR MAY RETAIN THE LIQUIDATED SUM AS DAMAGES.** If a Purchaser is or becomes a tenant or occupant of the Building and fails to pay rent or otherwise to comply with his lease or tenancy obligations or vacates or abandons his Tower Unit, then Tower Sponsor may cancel his Purchase Agreement as set forth above whether or not such Purchaser is evicted from the Building by reason thereof. If, however, such person is not evicted from the Building by reason of such default, vacating or abandonment, Tower Sponsor shall return to such Purchaser all monies deposited under his Purchase Agreement, together with the interest earned thereon, if any.

If a Purchase Agreement is cancelled, both Tower Sponsor and the Purchaser shall be relieved of all further obligations and liabilities thereunder and under this Plan, and Tower Sponsor shall be free to sell the Tower Unit to another Person as though such Purchase Agreement had never been made and without accounting to the Purchaser for the proceeds received on such sale.

Included in Part II of the Plan is a copy of the escrow agreement between Tower Sponsor and Escrow Agent (the **"Escrow Agreement")** which is subject to the terms of the Attorney General's Regulations. In the event of any conflict between the Escrow Agreement and either any other provision of the Plan or any Purchase Agreement, the terms of the Escrow Agreement shall control.

The Escrow Agent may from time to time, upon notice to Tower Sponsor and all Purchasers, change the depositary in which the Down Payments are held to another lending institution in New York City without the necessity of amending the Plan.

A person who takes possession of a Tower Unit prior to Closing assumes the risk of losses not covered by insurance, and, consequently, would be prudent to obtain his/her own insurance coverage, including but not limited to for his/her own personal property.

Neither the Plan nor the Purchase Agreement may contain, or be modified to contain, a provision waiving Purchaser's rights or abrogating Tower Sponsor's obligations under Article 23-A of the GBL.

After the Plan has been declared effective, the Tower Sponsor will fix dates for closing title to all Tower Units for which Purchase Agreements have been executed, by serving notice on each Purchaser stating the date of the first Closing and setting each Purchaser's Closing date. Each such notice shall be served in compliance with Attorney General regulations not less than thirty (30) days before the date set for the Closing of such Tower Unit. The Tower Sponsor may permit Purchasers to waive such 30-day provision by including such a waiver in the Plan or in an amendment thereto.

It is anticipated that the First Tower Unit Closing will occur on or about November 1, 2017.

Each Purchaser shall be required to execute and deliver to Tower Sponsor at his/her Closing a Unit Owner power of attorney in favor of the Tower Board or the Condominium Board (in the form set forth in Part II of this Plan). In the event that a Purchaser shall fail, decline or refuse to execute such Unit Owner power of attorney, such Purchaser will be unable to close on the purchase of such Tower Unit.

Any conflict between the Plan and the Purchase Agreement shall be resolved in favor of the Plan.

No lien or encumbrance shall arise against the Property as a result of a Purchaser signing a Purchase Agreement or any monies deposited thereunder. The provisions of the Purchase Agreement shall be subject and subordinate to the lien of any mortgage against the Property, or any part thereof or any interest therein, and under any ancillary instruments executed as part of such mortgage against the Property, heretofore or hereafter made and any advances heretofore or hereafter made thereon and any payments or expenses already made or incurred or which hereafter may be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent thereof without the execution of any further legal documents by the Purchaser, except to the extent prohibited by Applicable Law. Such subordination shall apply whether such advances are voluntary or involuntary and whether made in accordance with any schedule of payments or accelerated by virtue of the right of the holder of any such mortgage to make advances before they become due in accordance with the schedule of payments. On or prior to the Closing Date, Tower Sponsor shall, at its option, either satisfy such mortgages or obtain a release of the Tower Unit being sold pursuant to such Purchase Agreement from the lien of such

mortgages. **THE EXISTENCE OF ANY MORTGAGE ENCUMBERING ANY PORTION OF THE PROPERTY OTHER THAN THE TOWER UNIT BEING SOLD SHALL NOT CONSTITUTE AN OBJECTION TO TITLE OR EXCUSE THE PURCHASER FROM COMPLETING PAYMENT OF THE PURCHASE PRICE FOR SUCH TOWER UNIT OR PERFORMING ALL OF ITS OTHER OBLIGATIONS OR BE THE BASIS OF ANY CLAIM AGAINST, OR LIABILITY OF, THE TOWER SPONSOR, PROVIDED THAT SUCH TOWER UNIT IS RELEASED FROM, OR NO LONGER SUBJECT TO, THE LIEN OF ANY SUCH MORTGAGE.** No portion of any such mortgage against the Property shall be assigned to enable a Purchaser to reduce the amount of mortgage recording tax otherwise due with regard to a mortgage obtained in connection with the purchase of a Tower Unit.

Disputes regarding the Down Payment or the Purchase Agreement shall be resolved by litigation. Except as prohibited by Applicable Law, Tower Sponsor and all Purchasers expressly waive trial by jury in any litigation arising out of, connected with, or relating to, the Down Payment or the Purchase Agreement. This means that, should any trial occur, the verdict will be rendered by a judge, not a jury. With respect to any matter for which a jury trial cannot be waived, Tower Sponsor and all Purchasers shall not 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.

Any conflict between the Plan and the Purchase Agreement shall be resolved in favor of the Plan.

ASSIGNMENT OF PURCHASE AGREEMENTS

Purchase agreements shall not be assigned without the prior written consent of Tower Sponsor in each instance.

EFFECTIVE DATE

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

1. The Plan may be declared effective by (i) an amendment to the Plan, or (ii) serving notice on each Purchaser that the Plan is declared effective and submitting an amendment to the Department of Law within five (5) days confirming that the Plan was declared effective on a specified date. The First Tower Unit Closing shall not occur until the amendment declaring the Plan effective is accepted for filing by the Department of Law.

2. The Plan may not be declared effective until written Purchase Agreements have been executed and delivered for at least fifteen percent (15%) (i.e., nine) of the Tower Units by bona fide Purchasers, including investors. The Plan will not be declared effective based on Purchase Agreements:

A. signed by Purchasers who have not been afforded at least three (3) business days to review the Plan and all filed amendments prior to executing a Purchase Agreement; or

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

C. with any Purchaser who is Tower Sponsor, any Selling Agent or the Managing Agent, or who is a principal of Tower Sponsor, any Selling Agent or the Managing Agent, or is related to Tower Sponsor, any Selling Agent or the Managing Agent or to any principal of Tower Sponsor, any Selling Agent or of the Managing Agent by blood, marriage or adoption, or as a business associate, an employee, a shareholder, a member or a limited partner, except that such a Purchaser other than Tower Sponsor or a principal of Tower Sponsor may be included to the extent permissible under the applicable Regulations promulgated by the Department of Law.

When Purchase Agreements have been executed and accepted for the sale to Purchasers of at least eighty percent (80%) (i.e., forty five) of the Tower Units offered under the Plan, Tower Sponsor must declare the Plan effective.

3. Tower Sponsor may, at its option, declare the Plan abandoned for any reason whatsoever, provided the Plan neither has been declared effective nor is required to be declared effective as set forth above. After the Plan is declared effective or so required to be declared effective, but before the First Tower Unit Closing, the Plan may not be abandoned except in the event of: (i) a defect in title which cannot be cured without litigation or cannot be cured for less than $337,500; (ii) substantial damage or destruction of the building by fire or other casualty which cannot be cured for less than $337,500; or (iii) the taking of any material portion of the property by condemnation or eminent domain. The aforementioned $337,500 relied upon as a basis for abandonment after this Plan is declared effective does not include any attorneys' fees or any title defect, violation or determination of any authority or regulatory association that exists on the date of presentation of this Plan and either is known to Tower Sponsor or is a matter of public record. Tower Sponsor shall remain obligated to cure defects in title (including, without limitation, liens and violations of record) that are to be cured by, or that result from the acts and omissions of, any tenants of the Building.

Tower Sponsor will not be obligated to bring any action or proceeding or otherwise incur any cost or expense in excess of its obligations under the Plan to cure any inability to deliver title to a Tower Unit in accordance with the Plan and the terms of the Purchase Agreement for such Tower Unit. However, pursuant to 13 NYCRR § 20.3(q)(7), Tower Sponsor may only limit its legal or financial obligations to cure any inability to deliver marketable title to a Tower Unit if Tower Sponsor plans to abandon this Plan and return Down Payments to Purchasers.

Pursuant to that regulation, Tower Sponsor may not abandon this Plan after effectiveness for any reason other than (i) a defect in title which cannot be cured without litigation or cannot be cured for less than $337,500, (ii) substantial damage or destruction of the Building by fire or other casualty which cannot be cured for less than $337,500, or (iii) the taking of any material portion of the Property by condemnation or eminent domain. (The $337,500 referenced herein shall 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 Tower Sponsor or are a matter of public record.)

If Tower Sponsor shall notify a Purchaser of its refusal to cure any such inability, then Tower Sponsor shall be deemed to have abandoned the Plan and all Purchase Agreements shall be deemed terminated, and each Purchaser shall receive a refund of his Down Payment and any interest earned thereon. In order to effect any such abandonment of this Plan, Tower Sponsor shall file an amendment to this Plan disclosing such abandonment, together with a Form RS-3; once any such abandonment amendment is accepted for filing, Tower Sponsor shall return all Down Payments to Purchasers within five days after acceptance of such amendment by the Department of Law.

Each Purchaser in good standing who refuses to waive any of the aforesaid title defects shall have the right for fifteen (15) days after being notified thereof to rescind his Purchase Agreement and receive all monies deposited thereunder with any interest earned thereon.

4. Subsequent to the First Tower Unit Closing, this Plan may not be abandoned unless at least eighty percent (80%) of the Unit Owners, both in number and in Common Interest, vote to terminate the Condominium. Tower Sponsor will not vote the aggregate Common Interest appurtenant to its Unsold Tower Units for such termination unless at least eighty percent (80%) of the other Unit Owners, both in number and in Common Interest, elect to terminate, in which event Tower Sponsor may choose to vote its Common Interest either in favor of or against termination of the Condominium, as it sees fit. For further discussion, see the Declaration of Condominium, contained in Part II of this Plan.

5. If this Plan is withdrawn or abandoned, all Purchasers will be so notified in writing, and Tower Sponsor shall file an amendment to this Plan and a Form RS-3 with the Department of Law. Within five (5) days after such amendment shall be accepted by the Department of Law, all monies (including but not limited to Down Payments) paid to Tower Sponsor pursuant to Purchase Agreements then in effect (together with any interest earned thereon) will be returned to Purchasers in good standing, except to the extent used to perform any special work ordered by the Purchaser. Notwithstanding anything to the contrary, if Tower Sponsor shall abandon the Plan, each Purchaser in good standing shall receive a full

refund of its Down Payment including any amounts paid by such Purchaser for custom or special work ordered by such Purchaser. Tower Sponsor will retain, however, as liquidated damages, the Down Payment (together with any interest earned thereon, but not to exceed twenty percent (20%) of the Purchase Price plus any additional sums deposited on account of any special work in the Tower Unit ordered by the Purchaser) of any Purchaser who is then in default under his Purchase Agreement beyond any applicable grace period or whose Purchase Agreement had been cancelled previously as a result of such Purchaser's default. Upon the return or retention of such monies, the Purchase Agreements will be null and void and Tower Sponsor will have no further obligation or liability to Purchasers under this Plan or under such Purchase Agreements.

6. After this Plan has been declared effective, Tower Sponsor will, from time to time, fix one or more dates for closing title to Tower Units for which Purchase Agreements are in effect. The First Tower Unit Closing will be held no later than one hundred eighty (180) days after the Plan is declared effective, unless adjourned by Tower Sponsor, but in no event sooner than thirty (30) days after the date upon which notice is given that the Plan is declared effective. The closing of title to each Tower Unit will take place in accordance with the terms of the applicable Purchase Agreement. See the Section above entitled "**Procedure to Purchase**" for a more complete discussion of the events that will occur at each such closing of title.

CLOSING OF TITLE TO TOWER UNITS AND TERMS OF SALE

Prerequisites to Closing of title

The closing of title to each Tower Unit shall take place only after, or concurrently with, the latest of the following events to occur:

(1) The Plan being declared effective by Tower Sponsor and an amendment to the Plan stating that it has been declared effective having been accepted for filing;

(2) The recording and filing in the Register's Office of the First Amendment to the Declaration, Tower Section By-Laws and Floor Plans in accordance with the Condominium Act or other Applicable Law and such other documents as may be required by Applicable Law in connection with the submission of the Property to condominium ownership pursuant to the Condominium Act;

(3) The issuance of a temporary or permanent Certificate of Occupancy for such Tower Unit, and any other necessary permits or certificates.

(4) The release of such Tower Unit and its appurtenant Common Interest from the lien of all mortgages, unless Tower Sponsor has obtained from the holders of all such mortgages an agreement pursuant to which each such mortgage holder has either: (a) consented to the formation of the Condominium and acknowledged that its lien will be limited to Unsold Tower Units, and/or (b) subordinated the lien of its mortgage to the Declaration;

(5) If the Purchaser of such Tower Unit so requests, the issuance of a title insurance binder insuring fee title to such Tower Unit in the Purchaser, at the Purchaser's expense, subject only to the Permitted Encumbrances and any other title matters which Purchaser consents to take title subject to, which binder will also insure that a valid condominium has been created pursuant to the terms of the Condominium Act (see the Section of the Plan entitled **"Unit Closing Costs and Adjustments"** for an estimate of the cost to the Purchaser to obtain such title insurance); and

(6) Delivery to the Purchaser, in proper form for recording, of a duly executed bargain and sale deed with covenants

against grantor's acts conveying title to such Tower Unit (the **"Tower Unit Deed"**).

State of title

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

1. Any state of facts which an accurate survey and inspection made on the date of closing of title to such Tower Unit would show, provided such state of facts (except as set forth below) is not otherwise disclosed in this Plan and does not prohibit the existence and use of the Tower Unit;

2. Zoning regulations, ordinances, building restrictions and regulations;

3. Consents by Tower Sponsor or any former owner of the Property for the erection of any structure or structures on, under or above any street or streets which the Property may abut;

4. Encroachments of the Building, walls, stoops, steps, balconies, ornamental columns, windows, door caps, keystones, ledges, pilasters, coping, trim and cornices, and any other part thereof, if any, upon any street or highway or upon any adjoining property and similar encroachments upon the Property;

5. Sewer, water, electric, plumbing, heating, gas, telephone and other utility easements and consents, if any, then or thereafter recorded, including the right to maintain and operate lines, wires, cables, amplifiers, transformers, pipes, conduits, poles, meters and distribution boxes in, over, under and upon the Property and the Building;

6. The lien of any mortgage, lien or other encumbrance granted, created, or obtained by the Purchaser;

7. Easements for ingress and egress for construction, installation, operation and maintenance of municipal service facilities and utilities;

8. Agreements, covenants, restrictions and easements of record;

9. Any other covenants, restrictions, easements, or any other encumbrance (other than for the payment of money), provided that they do not prohibit the existence and use of the Tower Unit;

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

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

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

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

14. Any lien, encumbrance or lis pendens either (i) for which the instrument required to remove said encumbrance of record is delivered at or prior to the date of closing of title to the Tower Unit to the proper party or to the Purchaser's title insurance company together with the required recording or filing fee, or (ii) as to which the Purchaser's title insurance company will insure that the lien, encumbrance or lis pendens will not be collected out of or enforced against the Tower Unit;

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

16. Party wall agreements, if any;

17. Judgments, bankruptcies or other returns against other persons having names the same as or similar to that of Tower Sponsor or any of its principals, provided Tower Sponsor or any such principals, as the case may be, deliver to the Purchaser or the Purchaser's title insurance company an

affidavit showing that such judgments, bankruptcies or other returns are not against Sponsor or any such principals, as the case may be;

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

19. The printed exceptions set forth in the Certificate of Title No. 908940 of Royal Abstract of New York LLC, or in any title policy issued by a title company that is authorized to do business in the State of New York and that is a member of the Title Insurance Rate Service Association; and

20. All of the terms, burdens, easements, covenants, restrictions, conditions and rules and regulations set forth in the Declaration, the By-Laws (and the Rules and Regulations made thereunder), the Tower Unit Owner's Power of Attorney and the Floor Plans, all as may be amended from time to time.

Terms of sale

The following is a summary of certain material provisions of the Purchase Agreement, but it is not intended as a complete statement of these or other important provisions of the same. For a complete statement of these provisions, please refer to the form of Purchase Agreement set forth in Part II of this Plan:

1. Incorporation of Plan

The Plan (including, without limitation, the proposed Condominium Documents contained in Part II of the Plan) as well as all amendments to the Plan duly filed by Tower Sponsor (including, but not limited to, amendments involving any changes, modifications or updating of the estimated Common Charges, the estimated real estate taxes to be paid by the Purchaser, or the Section of the Plan entitled **"Schedule B: Projected Budget for the First Year of Condominium Operation")** are incorporated into each Purchase Agreement by reference. Any conflict between the Purchase Agreement and the Plan will be resolved in favor of the Plan. The execution and submission of a Purchase Agreement constitutes the

Purchaser's acceptance of this Plan and his agreement to be bound by the terms of the Plan, including all duly filed amendments thereto. Any such amendments shall not excuse the Purchaser from performing the Purchaser's obligations hereunder, nor shall they entitle the Purchaser to any offset or credit against the Purchase Price. Any such amendments may be made by Tower Sponsor without the Purchaser's consent or approval, subject to the Purchaser's right to rescind in the event of a material amendment to the Plan or the Condominium Documents that adversely affects in any material respect the Purchaser's rights, obligations or liabilities under his Purchase Agreement or under the Plan as more specifically set forth in the Section of the Plan entitled **"General."**

Moreover, if, prior to the First Tower Unit Closing, Tower Sponsor amends the terms and conditions contained in this Plan to be more favorable to Purchasers, a Purchaser who executed and submitted a Purchase Agreement before Tower Sponsor amended the terms may elect to benefit from the more favorable terms and conditions, in which event the Purchase Agreement may be amended to reflect such more favorable terms.

Nothing contained in this Plan, the Purchase Agreement or any modifications thereto shall be deemed to constitute a waiver of the Purchaser's rights or an abrogation of Tower Sponsor's obligations under Article 23-A of the GBL.

2. Payment of purchase price

Each Purchaser shall deliver his check made payable to the order of **"Belkin Burden Wenig & Goldman, LLP, as Escrow Agent for 1 Brooklyn Bay Condominiums/[Name of Purchaser]"** in the amount of the Down Payment plus the full cost of any modifications, "extras", upgrades or improvements to such Tower Unit commissioned by Purchaser, subject to collection, simultaneously with the execution and delivery of the Purchase Agreement. The balance of the Purchase Price will be paid to Tower Sponsor at the Closing.

Except for the Down Payment, which is to be paid as provided above, any payments to be made by the Purchaser under the Purchase Agreement (including without limitation the payment of the balance of the Purchase Price), whether to, on behalf of or at the request of Tower Sponsor, must be made by unendorsed certified check, or bank check, drawn in either case on a member bank of the New York Clearing House Association and made payable to the order of Tower Sponsor; except that at the request of Tower Sponsor made

at or prior to the closing, the Purchaser will pay the balance of the Purchase Price to such payees as Tower Sponsor directs.

If any check for any payment to be made by the Purchaser under the Purchase Agreement (including, without limitation, the Down Payment) shall be dishonored for any reason whatsoever, it shall be deemed a material default by the Purchaser under the Purchase Agreement and Tower Sponsor may, in that event, cancel the Purchase Agreement and, notwithstanding such cancellation, be entitled to recover the amount of such check in addition to, without limiting the foregoing provisions, the costs and expenses (including, but not limited to, reasonable attorneys' fees and expenses) of collection of any such check or other instrument so dishonored.

3. Financing

As more fully described in the Purchase Agreement, a Purchaser's obligations to purchase his Tower Unit under his Purchase Agreement will **NOT** be contingent upon the issuance to the Purchaser of a mortgage loan commitment.

Thus, the failure to obtain financing will not relieve Purchaser from his obligations under the Purchase Agreement, absent the Tower Sponsor's consent. Should Purchaser fail to obtain financing and be unable to close with alternately-sourced funds, Tower Sponsor shall have the right to declare Purchaser in default under the Purchase Agreement and to retain the Down Payment as liquidated damages, all in accordance with the Purchase Agreement and the provisions of this Plan. Tower Sponsor cannot and does not represent, assure or guarantee that any Purchaser will be able to obtain mortgage financing or the terms or costs of such financing.

Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of apartments in a building be sold before a lender will consider making a loan. Thus, it may be possible for a Purchaser to experience difficulty obtaining a loan in a building where the Sponsor has not sold a substantial percentage of the apartments in the building, which, in some cases, may be as high as 70%. Moreover, some lenders will not provide financing in a building 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. Finally, it is possible that some lenders may decline to make mortgages on Tower Units due to the fact that a large portion of the Building will consist of the Base Unit, comprising 180 rental apartments. See **"Special Risks".**

Prospective purchasers who require financing are advised to consult with a lending institution before execution of a Purchase Agreement.

4. Personal property

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

5. Events of default

If a Purchaser (i) defaults in paying the balance of the Purchase Price on the date scheduled by Tower Sponsor for closing title to his Tower Unit, (ii) defaults in performing some other obligation under the Purchase Agreement, or (iii) is or becomes a tenant or occupant of the Building under an Interim Lease and is evicted (whether by voluntary removal or by court order), for failure to pay rent or to perform some other lease or tenancy obligation, Tower Sponsor's sole remedy under the Purchase Agreement will be to cancel said Purchase Agreement by sending written notice to such Purchaser and, if such Purchaser shall fail to cure such default within thirty (30) days after the giving of such notice, to retain, as and for liquidated damages, the Down Payment. Any payments received by Tower Sponsor in excess of the Down Payment, together with interest earned on such excess payments, if any, shall be refunded to the Purchaser with reasonable promptness after cancellation. **THE CURING OF SUCH DEFAULT WITHIN SAID THIRTY (30) DAY PERIOD IS OF THE ESSENCE OF THIS AGREEMENT. THIS MEANS THAT, UPON THE PURCHASER'S FAILURE TO CURE HIS DEFAULT WITHIN SUCH PERIOD, THE PURCHASE AGREEMENT SHALL BE DEEMED CANCELLED AND SPONSOR MAY RETAIN THE DOWN PAYMENT AS LIQUIDATED DAMAGES.** If a Purchaser is or becomes a tenant or occupant of the Building under an Interim Lease and fails to pay rent or otherwise to comply with his lease or tenancy obligations or vacates or abandons his Tower Unit, then Tower Sponsor may cancel his Purchase Agreement as set forth above whether or not such Purchaser is evicted from the Building by reason thereof. If, however, such person is not evicted from the Building by reason of

such default, vacating or abandonment, Tower Sponsor shall return to such Purchaser all monies deposited under his Purchase Agreement, together with the interest earned thereon, if any.

If a Purchase Agreement is cancelled, both Tower Sponsor and the Purchaser shall be relieved of all further obligations and liabilities thereunder and under this Plan, and Tower Sponsor shall be free to sell the Tower Unit to another Person as though such Purchase Agreement had never been made and without accounting to the Purchaser for the proceeds received on such sale.

6. Condition of Tower Units; fixtures and appliances

The Tower Sponsor will build and complete construction of the Tower Section in accordance with the plans and specifications filed with the New York City Department of Buildings by Perkins Eastman LLP, described herein and will diligently perform all of its obligations set forth in this Plan and will deliver to the Tower Board a copy of the "as built" Floor Plans. The Tower Sponsor expects to obtain a temporary certificate of occupancy for the first Tower Unit not later than November 1, 2017.

The quality of construction is comparable to local standards customary in the particular trade and substantially in accordance with the plans and specifications. Tower Sponsor makes no undertakings or warranties and has no obligation to make any repair or cure defects to the Tower Units or the Tower Common Elements, except as expressly set forth in this Plan or the Purchase Agreement, and none should be inferred.

Tower Sponsor reserves the right to amend or modify from time to time said plans and specifications (including, without limitation, changes affecting the materials, appliances, equipment, fixtures and other construction details) and to substitute materials, appliances, equipment and fixtures in place of those described in the plans and specifications, provided such substitutions are of equal or better quality and, provided further, that the required approvals of any governmental authorities having jurisdiction and the construction lender are first obtained. All the foregoing amendments, modifications and changes to the plans and specifications may be made without prior notice or amendment to this Plan, except that the Plan will be amended if changes are made in the size, layout, number of rooms or number of Tower Units, their respective percentages of Common Interest, or in the amount or quality of Tower Common Elements.

In no event, however, may the Tower Sponsor:

i. substitute equipment, fixtures, appliances or materials of lesser quality or design than those described in the Description of Property set forth in Part II of this Plan, or in the Plans and Specifications; or

ii. change the size and/or location of the Building, the Tower Section, the Tower Units, other improvements or Tower Common Elements, if such changes affect the percentage of Common Interests or adversely affect the value of any Tower Unit to which title has closed or for which a Purchase Agreement has been executed and is in effect, unless all affected Tower Unit Owners consent in writing to such change and all affected Purchasers are given the right to rescind and receive a return of their Down Payment deposits.

A Temporary Certificate of Occupancy for the Building has not yet been issued. If the closing of a Tower Unit occurs prior to obtaining a Permanent Certificate of Occupancy for the Tower Section, the Tower Sponsor will, at its own cost, perform any work and supply any material necessary to obtain a Permanent Certificate of Occupancy and all other requisite final permits before the expiration of the final Temporary Certificate of Occupancy; Tower Sponsor anticipates receiving a Permanent Certificate of Occupancy within two years after the issuance of the Temporary Certificate of Occupancy, barring any unusual unforeseen delays. NOTWITHSTANDING THE FOREGOING, TOWER SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE PCO FOR ALL OF THE TOWER UNITS, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE PCO WITHIN SUCH TWO-YEAR PERIOD WHILE KEEPING THE TCO'S CURRENT.

If the closing of a Tower Unit occurs prior to the issuance of a permanent Certificate of Occupancy for the Building, the Tower Sponsor will continue to hold all monies previously deposited in a special escrow account, as required by Section 352-e(2)(b) and 352-h of the General Business Law, unless the Tower Sponsor's engineer or architect certifies that a lesser amount will be reasonably sufficient to complete the work needed to obtain a permanent Certificate of Occupancy, in which case such lesser amount so certified by the Tower Sponsor's engineer or architect shall be placed in the special escrow account. The balance of the monies previously deposited will be released to the Tower Sponsor. In the alternative, the Tower Sponsor may deposit with an escrow agent an unconditional, irrevocable letter of credit or post a surety bond in the amount certified by Tower Sponsor's engineer or architect. Prior to the posting of such bond or letter of credit, the Tower Sponsor will disclose such fact by filing an amendment to this Plan. Upon the issuance of a

permanent Certificate of Occupancy, the balance of the escrow deposit will be released to Tower Sponsor.

The Tower Sponsor will complete the construction of any Tower Common Elements (i.e., those Common Elements of the Condominium located on floors 20 through 30 of the Building, as well as the passenger elevator of the Building that services only the Tower section) located in the Condominium in accordance with the plans and specifications therefor within the earlier of 12 months after the First Tower Unit Closing or when fifty percent (50%) of the Tower Units have been closed, subject to acts of God and other forces majeure.

The Tower Sponsor will deliver to the Purchaser, and/or the Tower Board, if applicable, on behalf of the Tower Unit Owners, upon the sale of each Tower Unit in the Condominium any manufacturer's or subcontractors warranties (or assignments thereof) in Tower Sponsor's possession covering the kitchen appliances (if any), heating, electrical, plumbing, roofing system and other equipment or systems, as well as any subcontractors' warranties which may have been received by Tower Sponsor relating to a Tower Unit or the Tower Common Elements respectively, if any, to the extent made by such manufacturers and subcontractors and to the extent such warranties or bonds are assignable, together with a Bureau of Fire Underwriters Certificate, if then available. Any warranties relating to the Tower Unit rather than the Tower Common Elements which are not available at the closing of title will be delivered to the Purchaser within 90 days thereafter.

With respect to the Common Elements, other than the Common Elements forming the Building, the Sponsor will give written notice to the Tower Board when the Tower Common Elements, or portions thereof, have been substantially completed. Such notice will not be binding upon either party with respect to the determination as to whether such portion(s) of the Common Elements have been substantially completed. The Tower Sponsor makes no warranties as to the installation or operation of any appliances, equipment or fixtures, except that it will deliver to each Purchaser the manufacturer's warranties thereon.

The Tower Sponsor will not be responsible for correcting any conditions that are immaterial in the construction or in the installation or operation of any appliances, equipment or fixtures with respect to which assignable warranties or other undertakings from contracts, materialmen or otherwise are assigned to either the Tower Board or Tower Unit Owners. The Tower Sponsor shall not be liable to the Tower Board or to the Purchaser with respect to

any of its obligations in excess of the liability it would have had if the only assets of the Tower Sponsor were the Property.

The Tower Sponsor will make periodic visits to the Property and correct any defects in the construction of a Tower Unit or the Tower Common Elements, or in the installation or operation of the mechanical equipment therein, due to improper workmanship or material substantially at variance with the Offering Plan, provided and on condition that in the case of a Tower Unit, it is notified in writing of such defects within one (1) year from the Closing of title or first leasing of, such Tower Unit, and in the case of Tower Common Elements, the Tower Sponsor is notified within fourteen (14) months of the First Tower Unit Closing to a bona fide purchaser. Construction shall be in accordance with the applicable building codes, the filed plans and specifications and the terms of this Offering Plan.

Notwithstanding anything to the contrary, however, Tower Sponsor's obligation--regardless of any limitations of any warranty or as may be set forth in this Plan—is to construct the Tower Section in accordance with all applicable codes and filed plans and specifications. Any conflict between any disclaimer and Tower Sponsor's obligation to construct the Tower Section in accordance with all applicable codes and filed plans and specifications shall be resolved in favor of the latter.

Prospective Purchasers should note that the New York State Housing Merchant Implied Warranty Law (Article 36-B of the General Business Law)) (the **"Warranty Law"**) does not apply to this offering.

Sponsor makes no representations or warranties regarding the condition of the Tower Units or their inclusions, except as may be expressly set forth elsewhere in this Offering Plan or the Purchase Agreement.

In no event shall Tower Sponsor have any obligation to repair or to be otherwise responsible for any of the following immaterial conditions:

(i) nail pops or ridging in sheet rock walls and ceilings;

(ii) lumber shrinkage;

(iii) doors and windows sticking due to weather;

(iv) door warpage less than 1/2";

(v) normal wear and tear or natural deterioration or the normal settlement or shifting of the Building or any consequential damage resulting therefrom (including, without limitation, concrete cracks which do not impair the structural soundness of the Building);

(vi) normal plumbing and heating noises;

(vii) expansion, contraction or slight discoloration or unevenness of color of wood flooring;

(viii) minor variances in texture;

(ix) bath tile grouting and any slight separation in joints of kitchen tile;

(x) the partial or total death of any trees, shrubs, bushes, ground cover, grass or other landscape improvements; and

(xi) damage caused by dampness or condensation due to the failure of the Tower Unit Owners to maintain ventilation, which may result in mold conditions.

Subsequent to the conveyance of title to a Tower Unit (unless such defect has been noted in the final Inspection Statement) or the completion of the Tower Common Elements, as the case may be, Tower Sponsor shall not be responsible for paint touch-ups, repair of dented appliances, repair or chips, scratches, marks, breaks or other defects in windows or window sashes, sliding glass doors, screens, electric fixtures, painted surfaces, sinks, tubs, basins, kitchen cabinets and counter tops, vanity tops and cabinets, medicine cabinets and counter tops, vanity tops and cabinets, medicine cabinets, ceramic tile, saddles, wood flooring, appliances, woodwork and doors, or any defects of an immaterial nature. The Tower Sponsor will not escrow any amounts in respect of incomplete or "punch list" items.

In accordance with the Purchase Agreement, Purchaser will examine his or her Tower Unit with a representative of Seller or Selling Agent within five (5) days prior to the Closing and will sign and deliver to Seller or Selling Agent on or before the Closing an Inspection Statement acknowledging the condition in which he has received his or her Tower Unit. Tower Sponsor shall be obligated to perform only such work that is itemized in

reasonable detail on the Inspection Statement.

Nothing contained in this Plan shall be construed to render the Tower Sponsor liable for incidental or consequential damages (whether based on negligence, breach of contract, warranty or otherwise), it being intended that the Tower Sponsor's sole obligations under the Plan shall be to repair or, at the Tower Sponsor's option, to replace any defective items of construction whether arising as a result of defects in material, improper workmanship or material substantially at variance with the Plans and Specifications, subject to the terms and conditions (and within the time limits) set forth herein. The Tower Sponsor shall not be responsible for any work or materials ordered by Purchaser directly from Tower Sponsor's contractors or suppliers. Notwithstanding the foregoing, nothing contained in this Plan is intended to relieve the Tower Sponsor of liability for property damage, personal injury or wrongful death arising as a result of the gross negligence of the Tower Sponsor or its authorized agents or employees in connection with the transactions contemplated in the Plan.

Each Tower Unit is to be sold unfurnished (except for the kitchen appliances included therein as set forth in this Plan), and there will be no modifications or "extras" unless agreed to in writing by the parties.

7. Access to Tower Unit

Each Purchaser of a Tower Unit that such Purchaser does not yet occupy shall be given reasonable access to such Tower Unit prior to the Closing (subject to the rights of any tenant or occupant of such Tower Unit) for the limited purpose of inspection and taking measurements. Any Purchaser permitted such access shall release Tower Sponsor from any and all liability, loss, cost, expense or damage, foreseen or unforeseen, resulting from any injuries sustained by any person or damage to any property resulting from such access, even if such injury results from the negligence of Tower Sponsor or any of its agents, employees, contractors or representatives. In addition, any such Purchaser shall indemnify and hold Tower Sponsor and its agents, employees, contractors and representatives harmless from and against any and all liability, loss, cost, expense or damage, foreseen or unforeseen, resulting from such access, including without limitation reasonable attorneys' fees and expenses.

8. Closing of title

The Closing of title to each Tower Unit will be held in such place in the City of New York, on such day and at such hour as Tower Sponsor shall designate to the Purchaser of such Tower Unit on not less than thirty (30) days' prior written notice. Such notice shall inform the Purchaser of his obligation to pay the balance of the Purchase Price as set forth in the subsection entitled **"Payment of Purchase Price,"** above, and shall state when Common Charges will be due and payable. Tower Sponsor shall have the right to postpone the Closing date and to fix a new Closing date. In such event, Sponsor shall give the Purchaser not less than five (5) business days' prior notice of the new date and time of Closing. The Closing shall take place only after or concurrently with the occurrence of the necessary concurrent or prerequisite events set forth in the subsection entitled **"Prerequisites to Closing of Title,"** above.

The foregoing shall not act to extend Tower Sponsor's time to declare the Plan effective as set forth in the Section of the Plan entitled **"Effective Date"** and shall not affect Tower Sponsor's right to abandon or withdraw this Plan as set forth in such Section. If the Plan is so abandoned or withdrawn, the Purchase Agreement will be deemed cancelled, and all monies paid by the Purchaser thereunder, together with interest earned thereon, if any, shall be disbursed as discussed in the section entitled **"Procedure to Purchase"** above. After the funds are so disbursed, neither the Purchaser nor Tower Sponsor shall have any claims against each other in connection with the Purchase Agreement or this Plan, and all of the same shall be released and discharged from all obligations and liabilities under the Purchase Agreement and this Plan.

9. Delivery of deed

Upon delivery to Tower Sponsor of (i) the balance of the Purchase Price, (ii) a Unit Owner's Power of Attorney in favor of the Condominium Board and Tower Sponsor, and (iii) transfer tax returns, and other ancillary closing instruments, in the form required to be filed with the City and State of New York, which documents must be executed and acknowledged by the Purchaser, Tower Sponsor will execute, acknowledge and deliver to the Purchaser a bargain and sale deed with covenant against grantor's acts, conveying title to the Tower Unit subject only to the Permitted Encumbrances and such other title conditions as consented to by Purchaser, if any. The deed and the Unit Owner's Power of Attorney

will be substantially in the forms set forth in Part II of this Plan.

10. Risk of loss or damage to Tower Units prior to Closing

A person who takes possession of a Tower Unit prior to Closing assumes the risk of losses not covered by insurance. Except as set forth in the preceding sentence, all other risk of loss or damage prior to Closing is assumed by Tower Sponsor, but Tower Sponsor shall have no obligation or liability to repair or restore the same. If Tower Sponsor or (in the event the Declaration has been filed) the Tower Unit Owners do not elect to repair the damage (except for damage that is the Purchaser's obligation to repair as provided above), the Purchase Agreement will be cancelled and be of no further force or effect. Thereafter, the Down Payment, together with interest earned thereon, if any, shall be disbursed as discussed above in the section entitled **"Procedure to Purchase"**. If Tower Sponsor (or the Tower Unit Owners, if the Declaration has been filed) elects to repair or replace the loss or damage so as to restore the Tower Unit to its condition immediately preceding such loss or damage, the Purchase Agreement shall continue in full force and effect; in which event the Purchaser shall not have the right to reject title to the Tower Unit or to receive a credit against, or abatement in, the Purchase Price, and Tower Sponsor (or the Tower Unit Owners) shall be entitled to a reasonable period of time to complete such repairs or replacement.

11. Broker

The Purchaser will represent to Tower Sponsor that he has not dealt with any broker in connection with the acquisition of his Tower Unit, except for the Selling Agent, and will indemnify Tower Sponsor against the claims of any broker.

12. No lien

Neither the Purchase Agreement nor any monies deposited thereunder shall constitute a lien against the Property, including the Tower Unit.

13. Agreement may not be assigned

The Purchase Agreement may not be assigned or transferred by the Purchaser without his first obtaining the express written consent of Tower Sponsor. Any applications for assignment of a

Purchase Agreement will be considered by Tower Sponsor on an objective and non-discriminatory basis. The Plan will not be declared effective based on Purchase Agreements assigned or transferred, except as set forth in the Section of the Plan entitled **"Effective Date."** Notwithstanding any consent to an assignment of the Purchase Agreement agreed to by Tower Sponsor, no Purchaser shall be released from any liability under his Purchase Agreement by reason of such assignment. Tower Sponsor and its agents shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law.

The Tower Sponsor may assign its interest under the Purchase Agreement to any person or entity, with or without the consent of the Purchaser.

The Tower Sponsor hereby represents that no contracts or agreements for the sale or transfer of any of the Tower Units have been entered into, and no deposits or advances of funds have been accepted by the Tower Sponsor as of the date the Plan is accepted for filing.

UNIT CLOSING COSTS AND ADJUSTMENTS

The estimated closing costs, expenses and adjustments to be borne by each Purchaser of a Tower Unit are set forth below. SPONSOR MAKES NO REPRESENTATION OR WARRANTY AS TO SUCH COSTS, WHICH ARE ONLY ESTIMATES AND WHICH ARE SUBJECT TO CHANGE.

At the Closing of title to each Tower Unit, Tower Sponsor and the Purchaser shall apportion, as of midnight of the day preceding the closing: (i) real estate taxes (including all prepaid real estate taxes) and assessments, if any, on the basis of the fiscal tax year for which assessed, including water charges and sewer rents (if separately assessed) and any escrows for real estate taxes; (ii) Common Charges for the month in which title closes; and (iii) rent and other charges, if any, pursuant to any Interim Lease for, or tenancy of, such Tower Unit. In the event the Tower Unit has not been separately assessed for the then current fiscal tax year as of the Closing, the apportionment of real estate taxes shall be based on the Tower Unit's pro rata share (in proportion to its Common Interest) of the then current real estate taxes assessed against the Property. Installments for tax assessments due after delivery of the deed (if any) shall be paid by the Purchaser and shall not be considered a defect in title.

At the time of Closing, each Purchaser of a Tower Unit will pay certain Closing costs in addition to any legal fees of such Purchaser's counsel and the amount of any net credit in favor of Tower Sponsor resulting from the Closing apportionments described above. Such Closing costs will include the following, the amounts of which are subject to change without prior notice or amendment (except for fees required to be paid to Tower Sponsor's counsel as set forth in subdivision (vii), below, the amount of which fees may only be changed by duly filed amendment):

If the Purchaser elects to obtain fee title insurance, he will pay a premium therefor which will vary depending upon the amount of insurance requested. The premium for fee title insurance will be in accordance with the schedule of rates set by the New York Board of Underwriters and filed with the New York State Insurance Department.

At the present time, the rates for fee title insurance are as follows:

70% of $371 for the first $35,000;
from $35,001 to $50,000, add $6.16 per thousand;
from $50,001 to $100,000, add $5.02 per thousand;
from $100,001 to $500,000, add $4.03 per thousand;
from $500,001 to $1,000,000, add $3.68 per thousand,; and from $1,000,001 to $5,000,000, add $3.38 per thousand.

Alternatively, where a mortgage title policy is simultaneously issued, reduced rates set by the New York State Insurance Department may be available.

Each Purchaser is free to obtain title insurance from a title insurance company of his choice; however, Sponsor makes no representation or warranty as to the cost, terms or availability of such title insurance;

2. each Purchaser will, in all events, pay a fee for recording the deed to the Tower Unit, the Unit Owner's Power of Attorney, and any mortgage, of (at the present time) $42.00 for each instrument plus $5.00 per page, together with a service charge to the title company for such recording of approximately $20.00 per instrument;

3. if the Purchaser obtains a mortgage loan, such Purchaser will pay a mortgage recording tax in the amount provided by Applicable Law (at present, the rate is 2.05% of the principal amount of the mortgage for mortgages of less than $500,000, 2.175% of the principal amount of the mortgage for mortgages of $500,000 or more on an individual residential condominium Unit, and 2.80% for mortgages of $500,000 or more on a Unit other than an individual residential condominium Unit, with certain mortgagees paying a portion of the tax equal to 0.25% of the amount of the mortgage, for certain types of Units), and a fee and service charge to the title company for recording the mortgage at the same rates given above for recording the deed and Unit Owner's Power of Attorney. It should be noted that, if there shall be a recorded mortgage against the Property for which Tower Sponsor has previously paid a mortgage recording tax, Purchasers **may** be entitled to the benefit of a partial mortgage tax credit payable to Tower Sponsor, pursuant to Section 339-ee of the New York State Condominium Act; however, any such benefit, even if available, shall not serve to reduce the aggregate amount of closing costs payable by a Purchaser;

4. each Purchaser will be required to pay the New York City Real Property Transfer Tax (the rates of which for residential property such as the Tower Units are, at present, 1% of the purchase price if the purchase price is $500,000 or less, and 1.425% of the total purchase price if the purchase price is more than $500,000, and the rates of which for non-residential property (including some bulk purchases of residential properties such as the Tower Units under certain circumstances) are, at present, 1.425% of the purchase price if the purchase price is $500,000 or less, and 2.625% of the total purchase price if the purchase price is more than $500,000), as well as the New York State Real Estate Transfer Tax (the rate of which is, at present, $2.00 per $500.00 of purchase price); it should be noted that, since, pursuant to the Purchase Agreement, each Purchaser will be obligated to pay these transfer taxes, the amounts thereof will be "grossed up"--added to the Purchase Price before the appropriate tax rates are applied, in calculating the actual transfer taxes (and New York State "Mansion Tax", to the extent applicable) that will be due; these transfer taxes are generally a seller's obligation, but, as is common with new construction condominiums, such obligation is being transferred to Purchasers pursuant to this Plan and the Purchase Agreement; such transfer taxes shall be applicable to any Parking Space license acquisition fee payable by such Purchaser in addition to the Purchase Price for the Tower Unit;

5. if the purchase price of a Tower Unit is $1 million or more, the Purchaser will also be obligated to pay an additional New York State "Mansion Tax" in an amount equal to 1% of the aggregate purchase price (including for purposes of such calculation the amount of City and State transfer taxes paid by the Purchaser, as set forth above);

6. if the Purchaser obtains a mortgage loan, then the Purchaser will be responsible for paying all closing costs and expenses in connection therewith in amounts determined by the lender. Generally, such costs include but are not necessarily limited to: New York State and City mortgage recording tax (subject to the availability of a mortgage tax credit, as discussed further below); a fee charged by the lender's attorney; an appraisal fee; an inspection fee; a fee for recording the mortgage; and an origination fee, or "points". Tower Sponsor makes no representation or warranty as to such closing costs and expenses or as to the availability of such financing;

7. if the Purchaser has dealt with any broker in connection with the purchase of his Tower Unit other than any selling agent or other broker engaged in writing by Tower Sponsor, then the Purchaser will be required to pay the commission of such broker unless Tower Sponsor expressly agrees otherwise in writing;

8. each Purchaser shall pay a closing fee of $2,750 per Tower Unit (and, if such Purchaser is simultaneously acquiring a Parking Space license, an additional closing fee of $500 for each such Parking Space license being acquired) to Tower Sponsor's counsel, Belkin Burden Wenig & Goldman, LLP; if, however, the Purchaser does not close on the date designated for the transfer of title to his/her Tower Unit and such closing must be adjourned to a subsequent date, the Purchaser shall pay to Tower Sponsor's counsel an additional closing fee of $350, as well as an additional fee in the amount of $350 for each default letter that Tower Sponsor's counsel shall serve; further, if the Purchaser assigns the Purchase Agreement (which assignment cannot be made without Tower Sponsor's consent), then the Purchaser shall pay to Tower Sponsor's counsel an additional closing fee of $350; finally, if the closing takes place out of the office of Tower Sponsor's attorney, then an additional closing fee of $350 payable to Tower Sponsor's counsel, will be paid by the Purchaser;

9. at the closing, each Purchaser shall pay to the Condominium a working capital contribution, in an amount equal to three months common charges for the Tower Unit(s) being purchased.

In order to illustrate the Closing costs that a Purchaser of a typical Tower Unit (#21D) can anticipate paying, assume a purchase price of $1,050,000 and a simultaneous mortgage of $525,000:

Fee title insurance premium	$ 3,540
Mortgage title insurance premium	495
Mortgage recording tax	10,107
New York City Real Property Transfer tax	15,236
New York State Real Estate Transfer tax	4,278
New York State "Mansion Tax"	10,692
Estimated recording charges	500
Estimated lender costs	3,000
Tower Sponsor legal fee	2,750
Working capital fund contribution	2,364
TOTAL	$52,962

Mortgage Tax Credit

Any mortgage recording tax credit that may be available pursuant to Section 339-ee(2) of the Condominium Act will inure to the benefit of Tower Sponsor. Accordingly, if such mortgage tax credit shall be available, at the closing a Purchaser who elects mortgage financing and whose financing shall be subject to such mortgage tax credit will pay the full amount (but not in excess thereof) of the mortgage recording tax otherwise due on the entire amount being financed, but a portion of such amount will be paid to Tower Sponsor as reimbursement to the extent of any mortgage tax credit allowed.

Note should be taken that the recording charges, fees and taxes above are based on rates in effect at the date of presentation of the Plan and are subject to change without notice. Premiums for title insurance will vary depending upon the Purchase Price and the amount of any mortgage loan. No representations are made as to the amounts of any charges, fees and taxes at the time of closing or as to the availability, cost or terms of financing.

RIGHTS AND OBLIGATIONS OF TOWER SPONSOR

Tower Sponsor's rights and obligations with respect to the sale and rental of Tower Units

Tower Sponsor intends, and represents that it will endeavor in good faith, to sell all of the Tower Units at the Property in a reasonably timely manner rather than rent them. However, Tower Sponsor reserves the right, to be exercised in its unconditional discretion, to rent rather than sell Tower Units. However, Tower Sponsor shall not rent any Tower Units until after consummation of the Plan (i.e., the First Tower Unit Closing) (except that Sponsor may rent Tower Units before then to Purchasers under contract, pursuant to an interim lease, the form of which is attached in part II of this Plan).

If Tower Sponsor makes a bulk sale of all or some of the Tower Units, the transferee shall be bound by Tower Sponsor's representations regarding its commitment to sell Tower Units.

There are no objective conditions under which Tower Sponsor reserves the right to rent rather than sell Tower Units, and no objective conditions under which Tower Sponsor shall resume sales. Tower Sponsor reserves the right to sell Tower Units to investors who intend to rent and not to occupy their Tower Units personally.

In addition, following the First Tower Unit Closing, Tower Sponsor and any Tower Sponsor Successor may from time to time freely rent any Unsold Tower Units in accordance with Applicable Law, without charge or limitation whatsoever and without the consent of the Condominium Board, the Tower Board or any other Unit Owner.

The Property is currently encumbered by the Mortgage in the aggregate principal amount of $126,443,000 (the "Mortgage") in favor of Sheepshead Bay Road Lender, LLC, having an address at 671 North Glebe Road, Arlington, Virginia 22203. Sponsor intends to split the Mortgage into two components, one covering the Tower Units (which will have a balance of approximately $48,841,154) and the other covering the Base Unit (which will have no impact on the Tower Section, the Tower Units, or purchasers thereof).

The Mortgage does not contain any provision which would obligate Tower Sponsor to market Tower Units for sale as they become vacant. The Mortgage does not place any limit on Tower

Sponsor's right to rent rather than sell Tower Units (but does require the consent of the mortgagee to do so).

In the event that Tower Sponsor refinances the Mortgage, or obtains additional construction financing, and any such new debt instruments impose requirements regarding sales by Tower Sponsor, this Plan will be amended to disclose the relevant terms of any such new debt.

Tower Sponsor does not currently contemplate limiting its right to rent rather than sell based on objective, articulable criteria such as a significant decline in market prices of a specific percentage. Depending on market conditions, it is conceivable that the Tower Sponsor may find it more desirable to continue to rent one or more Tower Units rather than to sell them. As a result, there is no commitment by Tower Sponsor to, and it is conceivable (although unlikely) that Tower Sponsor will not, sell more than the minimum 15% of the Tower Units (i.e., nine Tower Units) necessary to declare the Plan effective, and that owner occupants may never gain effective control and management of the Condominium.

As a result of the foregoing, some (and possibly many) of the Tower Units may be occupied by renters and not Unit Owners. The occupancy of Tower Units by renters instead of Unit Owners may limit or impair a Purchaser's ability to obtain financing or refinancing, depending on the number of owner-occupied Tower Units and the requirements of lenders at the time. A Purchaser's ability to resell his Tower Unit may similarly be limited or impaired if at such time many lenders have a higher minimum requirement of owner-occupied Tower Units than may then exist in the Building.

Sponsor's obligations with respect to creation of the Condominium

Tower Sponsor will bear all costs and expenses to be incurred in connection with ensuring that a permanent certificate of occupancy for the Building is obtained, and all extensions of the temporary certificate of occupancy for the Building until a permanent certificate of occupancy is obtained.

Tower Sponsor will bear all costs and expenses to be incurred in connection with the preparation, filing and distribution of this Plan. In addition, Tower Sponsor will pay all selling expenses and any brokerage commissions of any Selling Agent or other broker engaged by Tower Sponsor, except as set forth above.

If there are violations of record that affect the health, welfare or safety of residents of the Property (except violations that result from the acts or omissions of tenants in their individual Tower Units) or title defects (other than mortgages and Permitted Encumbrances) affecting the Property at the time of the First Tower Unit Closing, except as otherwise provided in the Plan, Tower Sponsor will cause the violations or defects to be cured, at its sole cost and expense. Tower Sponsor shall not be obligated to cause to be cured any violation that does not affect the health, welfare or safety of residents of the Property. As set forth in the Section of the Plan entitled "**Effective Date of this Plan and the Date of Closing Title to Units**," if the cost to cure such defects (excluding violations of record as of the Presentation Date that Sponsor is obligated to cure) exceeds $337,500, Tower Sponsor shall have the right to abandon the Plan rather than cure such defects. In order to effect any such abandonment of this Plan, Tower Sponsor shall file an amendment to this Plan disclosing such abandonment, together with a Form RS-3; once any such abandonment amendment is accepted for filing, Tower Sponsor shall return all Down Payments to Purchasers within five days after acceptance of such amendment by the Department of Law. The existence of any violations or defects will not constitute an objection to title or excuse any Purchaser from completing payment of the balance due under his Purchase Agreement (without provision for escrow), provided that Tower Sponsor either furnishes adequate proof that such violation or defect has been cured or remedied or deposits with the Tower Board a reasonable sum to secure Tower Sponsor's obligation to cure and remedy such violation or defect subsequent to the First Tower Unit Closing. At Tower Sponsor's request, the Tower Board will apply the sums so deposited towards payment of the cost of curing or remedying violations or title defects, except the Tower Board may retain a sufficient portion of such security deposit to pay for the reasonable costs of curing or remedying the remaining violations or defects.

Sheepshead Bay Road Owner, LLC shall procure fire and casualty insurance coverage, on behalf of the Condominium, at the Condominium's expense, to be effective at the First Tower Unit Closing, in the amount set forth in the Footnotes to Schedule B. Tower Sponsor believes that the fire and casualty insurance coverage set forth in such Schedule B are sufficient to adequately insure the Property and the Tower Section, and are sufficient to avoid co-insurance.

At or prior to the closing of a Tower Unit, Tower Sponsor shall assign any manufacturer's warranties with respect to equipment and appliances installed in the Tower Unit to the Tower Unit Owner. Immediately following the First Tower Unit Closing, Tower Sponsor will assign to the Tower Board, and the Tower Board will, on behalf of all Tower Unit Owners, assume, any assignable service and maintenance contracts and agreements relating to the Tower Section. The Tower Board will indemnify Tower Sponsor against all claims and liability thereunder that relate to matters and events occurring on or after the day upon which the First Tower Unit Closing occurs.

Unsold Tower Units

Title to each Unsold Tower Unit will remain in Tower Sponsor until the Tower Unit is sold and a deed delivered to the Purchaser. Tower Sponsor reserves the right to procure a Tower Sponsor Successor which may become the owner of certain or all Unsold Tower Units. From and after the First Tower Unit Closing, Tower Sponsor will be obligated to pay Common Charges, special assessments and real estate taxes and to perform other duties as a Tower Unit Owner with respect to any Unsold Tower Units for as long as same are owned by Tower Sponsor. Tower Sponsor represents that it has the financial resources to meet its obligations with respect to Unsold Tower Units.

Notwithstanding the foregoing, Tower Sponsor reserves the right to delay the commencement of collection of Tower Common Charges until the earlier to occur of: (i) one year after the First Tower Unit Closing, or (ii) the date upon which closings shall have occurred for Tower Units having an aggregate Common Interest of not less than FIFTY PERCENT (50%) of the aggregate Tower Common Interest. During any such delay, Tower Sponsor will timely pay all expenses of the Tower Section, including but not limited to insurance premiums and any reserve fund payments required by lenders. Such expenses shall not include individual Tower Unit owner expenses such as real estate taxes, utility charges and the like. Upon the commencement of collection of Tower Common Charges, there will not be an assessment for any item set forth in the approved budget for the Condominium. Tower Sponsor shall remain obligated to cause the budget for the Condominium to be updated as provided for in governing regulations. In the event that Tower Sponsor elects to delay the collection of Tower Common Charges, it will disclose such fact in the closing notice to Purchasers and will further disclose such fact in the Post-Closing amendment to this Plan. Such amendment will also disclose the anticipated

period of delay. Tower Sponsor will notify all Tower Unit Owners in writing as to the expiration of the delay period at least thirty (30) days prior to the commencement of collection of Tower Common Charges, and will disclose such fact in the next following amendment to this Plan. See **"Special Risks"**.

General obligations

Tower Sponsor shall defend, and shall indemnify the Tower Board and the Tower Unit Owners with regard to, any suit or proceeding arising out of Tower Sponsor's acts or omissions.

Tower Sponsor shall build and complete all portions of the Tower Section in accordance with the building plans and specifications identified in the Plan, subject to Tower Sponsor's right (as stated elsewhere in the Plan) to substitute equipment or materials and make modifications of layout or design, provided, however, that Tower Sponsor may not: (i) substitute equipment or materials of lesser quality or design, or (ii) change the size or location of Tower Units or other improvements or the Tower Common Elements if such change shall affect the percentage of Tower Common Interests or adversely affect the value of any Tower Unit to which title has closed or for which a Purchase Agreement has been executed and is in effect unless all affected Tower Unit Owners and contract vendees consent in writing to such change.

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

Tower Sponsor shall deliver to the Tower Board a set of "as built" plans with regard to the Property.

In the event that Tower Sponsor shall require access to any Tower Unit, or other portion of the Property, in order to complete construction of the Tower Section, Tower Sponsor shall repair all damages caused as a result of any such access. In connection with any such access, Tower Sponsor shall use its best efforts to minimize interference with Tower Unit Owners' use of their Tower Units or the Property.

Tower Sponsor represents that until it no longer controls the Tower Board, the Tower Section will be maintained, repaired, cared for and operated in substantially the same condition and

manner as it was on the Presentation Date of the Plan, reasonable wear and tear excepted, and subject to strikes, lockouts, labor difficulties, acts of God, fire or other casualty, storm, riots, insurrection, inability to obtain materials, equipment or labor, governmental restrictions or any other acts over which Tower Sponsor is reasonably unable to exercise control. If Tower Sponsor is prevented from so maintaining the Tower Section for any of these reasons other than fire or other casualty, Tower Sponsor will make any repairs subsequent to the First Tower Unit Closing that it was obligated to make prior thereto.

In the event of the dissolution or liquidation of Tower Sponsor, or the transfer to a single transferee of ten (10) or more Tower Units or twenty percent (20%) of the total number of Tower Units in the Condominium, whichever is less, the principals of Tower Sponsor will provide financially responsible entities or individuals who will assume with respect to those Tower Units the status of, and all of the obligations of, Tower Sponsor under the Plan and Applicable Law; and in the event of any such liquidation or dissolution of Tower Sponsor, the principals of Tower Sponsor shall guarantee the performance of such obligations.

All representations under the Plan, all obligations pursuant to the GBL, and such additional obligations under the Plan which are to be performed subsequent to the First Tower Unit Closing will survive delivery of a deed to a Tower Unit.

The foregoing sets forth the entire extent of the obligations of Tower Sponsor and no other obligations will be implied, except that nothing contained herein will be deemed to limit the rights of Purchasers under their respective Purchase Agreements. Tower Sponsor makes no representations or warranties other than as set forth in this Section. Tower Sponsor will not be liable for any claims or obligated to defend any suits with respect to any Tower Unit arising out of any occurrence taking place on or after the date of the closing of title to such Tower Unit or the leasing thereof to any Purchaser or, with respect to the Tower Common Elements, arising out of any occurrence taking place on or after the date of the closing of title to such Tower Unit Closing, except suits or claims arising out of the acts of Tower Sponsor or the representations made by Tower Sponsor in this Plan.

Obligations of Tower Sponsor hereunder with respect to the Tower Section and the Tower Common Elements will be enforceable only by the Tower Board on behalf of all Tower Unit Owners. In no event will any obligations of Tower Sponsor under this Section be

enforceable by individual Tower Unit Owners unless the Tower Board shall fail to take reasonable action to enforce such obligations within ninety (90) days following the giving of written notice of such claim by any Tower Unit Owner to the Tower Board.

Tower Sponsor represents that it has the financial resources to meet its obligations with regard to the Unsold Tower Units. Tower Sponsor intends to meet its financial obligations to the Condominium under the Plan through profits generated from sales of, and income generated from the rental of, Unsold Tower Units. Tower Sponsor has not furnished any bond or other security for the performance of its obligations under the Plan.

Purchasers are advised that, in New York City, newly constructed buildings like the Building are sometimes offered as condominium projects without a permanent certificate of occupancy ("PCO") covering the entire building, but with only a temporary certificate of occupancy ("TCO"), and sometimes with several successive TCO's. Certificates of occupancy are generally governed by New York State Multiple Dwelling Law §301, as well as local building codes and rules. Both TCO's and PCO's are issued by the New York City Department of Buildings ("DOB"). A TCO is intended to indicate that a property conforms substantially to the DOB approved plans and specifications, and to the requirements of all applicable laws, rules, and regulations for the uses and occupancies specified in the TCO. No change of use or occupancy shall be made unless a new certificate of occupancy is issued. All TCO's have an expiration date, which is typically 90 days after its date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell Units. In New York City, it is common for sponsors to commence Unit closings when some or all Units are covered by a TCO rather than a PCO. Tower Sponsor anticipates that such will be the case with regard to the Tower Units. Tower Sponsor and its principals will undertake the responsibility for extending each TCO received prior to the expiration thereof, and, ultimately, for obtaining a PCO covering the entire Tower Section within two years from the date of the issuance of the first TCO. However, Tower Sponsor and its principals make no representation or guarantee that the DOB will issue the PCO within such two-year period. Notwithstanding the foregoing, Tower Sponsor and its principals are obligated to procure the PCO for the entire Tower Section, and shall exercise best efforts to obtain the PCO within such two-year period while keeping the TCO's current. Tower Unit Owners and the Tower Board (and the Condominium Board) shall be obligated to cooperate with, and refrain from interfering with, Tower Sponsor in these

undertakings. Furthermore, because Tower Sponsor and the Tower By-Laws may permit Tower Unit Owners to undertake renovations to individual Tower Units prior to the procurement of a PCO, such renovations may cause additional delays in the issuance thereof. Notwithstanding the foregoing, Tower Sponsor and its principals shall remain obligated to procure the PCO for the Tower Section. Purchasers are advised to visit the DOB website for further recommendations when purchasing a Unit in a Building that does not have a PCO. A factsheet on certificates of occupancy is available on the DOB website, at:

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

BECAUSE RENOVATIONS IN A TOWER UNIT THAT INVOLVE THE ISSUANCE OF ALTERATIONS PERMITS BY THE DOB WOULD CAUSE DELAYS IN THE ISSUANCE OF THE PERMANENT CERTIFICATE OF OCCUPANCY FOR THE BUILDING, TOWER UNIT OWNERS WILL NOT BE ABLE TO APPLY FOR SUCH PERMITS, OR TO DO ANY RENOVATIONS REQUIRING SUCH PERMITS, PRIOR TO THE ISSUANCE OF THE PERMANENT CERTIFICATE OF OCCUPANCY FOR THE BUILDING.

Because Tower Sponsor cannot limit its liability under the Martin Act, unreasonably short notice period provisions are not acceptable. The following notice period provisions shall be applicable: (a) for patent defects within a Tower Unit, or patent defects in the Tower Common Elements or other Common Elements affecting a Tower Unit, six months from the date of such Tower Unit Closing; (b) for latent defects within a Tower Unit, or latent defects in the Tower Common Elements or other Common Elements affecting a Tower Unit, one year from the date of such Tower Unit Closing; (c) for general Common Element defects, one year from the later of issuance of the certificate of occupancy or completion of that portion of the Common Elements which is claimed to be defective.

The New York State Housing Merchant Implied Warranty Law (Article 36-B of the General Business Law)) (the "Warranty Law") DOES NOT apply to this offering. Tower Sponsor's obligation, regardless of any limitations in a warranty or in this Plan, is to construct the Tower Section in accordance with all applicable codes and filed plans and specifications. Any conflict between any disclaimer and Tower Sponsor's obligation to construct the Tower Section in accordance with all applicable codes and filed plans and specifications shall be resolved in favor of the latter.

CONTROL BY TOWER SPONSOR

Tower Sponsor or any Tower Sponsor Successor will have the right to vote all of the Tower Common Interest attributable to Unsold Tower Units owned by it. Tower Sponsor will control the Tower Board until the expiration of the Initial Control Period. At all elections held after the expiration of the Initial Control Period, not more than two members of the Tower Board may be elected or designated by Tower Sponsor or any Tower Sponsor Successor. However, following the Initial Control Period: (i) Tower Sponsor shall have the right, in addition to electing or designating such members of the Tower Board as it shall be entitled to do, to vote its Tower Common Interest with regard to the election of persons for the remaining seats on the Tower Board which seats are not to be designated or elected by Tower Sponsor or Tower Sponsor Successor, and (ii) as long as Tower Sponsor or any Tower Sponsor Successor owns at least one Tower Unit, Tower Sponsor or such Tower Sponsor Successor will have the right to elect or designate one member of the Tower Board.

Tower Sponsor shall relinquish automatic voting control of the Tower Board at the election of Managers to be held at the first meeting of Tower Unit Owners to occur following the expiration of the Initial Control Period (i.e., the period ending on the earlier of: (i) the closing of title with Purchasers under the Plan to Tower Units having more than fifty percent (50%) of the aggregate Common Interests appertaining to all Tower Units, or (ii) the fifth anniversary of the First Tower Unit Closing). Such first meeting of Tower Unit Owners, to elect members of the Tower Board not affiliated with Tower Sponsor, shall occur within thirty (30) days after the expiration of the Initial Control Period.

The number of members of the Tower Board may not be increased without the consent of Tower Sponsor or any Tower Sponsor Successor for so long as Tower Sponsor or any Tower Sponsor Successor owns any Unsold Tower Units.

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

As long as Tower Sponsor or any Tower Sponsor Successor continues to own Tower Units having an aggregate Tower Common Interest percentage of at least twenty-five percent (25%) of the aggregate Tower Common Interest, during the five (5) years following the First Tower Unit Closing, the Tower Board will not be permitted, without the prior written consent of Tower Sponsor or any Tower Sponsor Successor, to:

(1) make any addition, alteration or improvement to the Tower Common Elements or to any Tower Unit, unless required by Applicable Law;

(2) assess any Tower Common Charges or Special Assessments for the creation or replacement of, or the addition to, all or any part of a reserve, contingency or surplus fund in excess of the lesser of: (i) five (5%) percent in the aggregate of the estimated Tower Common Expenses for any one fiscal year of operation, or (ii) the maximum assessment permitted under Applicable Law;

(3) increase the number or change the type of employees from that described in the First Year Budget;

(4) enter into any service or maintenance contracts for Work not covered in the First Year Budget;

(5) borrow money on behalf of the Tower Section; or

(6) exercise a right of first refusal to lease or purchase a Tower Unit.

Notwithstanding the foregoing, neither Tower Sponsor nor any Tower Sponsor Successor may exercise a veto over expenditures that: (i) conform to the First Year Budget and are for the period covered by the First Year Budget; or (ii) are required to comply with Applicable Law, including to cure any notices of violations; or (iii) are necessary to remedy any work order by an insurer which is the responsibility of the Tower Board to remedy.

The Tower By-Laws do not include a provision that, after the Initial Control Period, a majority of the Tower Board's managers must be owner-occupants or members of an owner-occupant's household who are unrelated to Tower Sponsor and its principals. Owner-occupants and non-resident owners (including Tower Sponsor) may have inherent conflicts on how the Tower Section should be managed, due to their different reasons for purchasing (i.e.,

purchase as a home as opposed to as an investment).

IN ADDITION, PURCHASERS SHOULD NOTE THAT, FOR SO LONG AS TOWER SPONSOR SHALL OWN ANY UNSOLD TOWER UNITS, NO TOWER UNIT OWNER MAY SELL HIS TOWER UNIT, OR OFFER IT FOR SALE, UNTIL THE FIRST ANNIVERSARY OF THE DATE OF HIS TOWER UNIT CLOSING.

In addition to the foregoing, Purchasers should note that the management and operations of the Condominium will be shared between the Base Unit Owner and the Tower Unit Owners, through the Condominium Board. As set forth more fully in the Declaration, the Base Unit Owner will have three seats on the Condominium Board, and the Tower Unit Owners, collectively, shall have two seats on the Condominium Board (the two Tower representatives on the Condominium Board shall be designated by the Tower Board). Thus, the Tower Unit Owners will NOT have voting control of the Condominium Board. In order to ensure the smooth functioning of the Building and the Condominium, the representatives of the Base Unit Owner, and the representatives of the Tower Board, on the Condominium Board will be required to cooperate and work together for the common good of the Building and all of its residents and constituents. THE BASE UNIT IS NOT OWNED OR CONTROLLED BY SPONSOR, AND WILL NOT BE CONTROLLED BY THE TOWER BOARD OR THE TOWER UNIT OWNERS.

TOWER SPONSOR MAKES NO REPRESENTATIONS WHATSOEVER WITH RESPECT TO THE USES FOR WHICH ALL OR ANY PORTION OF THE BASE UNIT OR THE BASE COMMON ELEMENTS MAY BE USED AT ANY TIME; NOR DOES TOWER SPONSOR MAKE ANY REPRESENTATION WITH RESPECT TO THE IDENTITY OF THE OWNER(S) OR USER(S), OR THE FUTURE OWNER(S) OR USER(S), OF THE BASE UNIT AT ANY TIME. NEITHER THE CONDOMINIUM BOARD NOR THE TOWER BOARD WILL HAVE ANY RIGHT TO RESTRICT OR LIMIT ANY OF THE USES OF, OR ALTERATIONS IN OR TO, THE BASE UNIT WHICH ARE PERMITTED BY LAW AND APPLICABLE ZONING ORDINANCES. NO INCOME DERIVED FROM THE BASE UNIT WILL CONSTITUTE INCOME TO THE CONDOMINIUM BOARD, THE TOWER BOARD, OR THE TOWER UNITS. WHILE IT IS CURRENTLY ANTICIPATED THAT THE BASE UNIT WILL NOT BE SUBDIVIDED INTO INDIVIDUAL CONDOMINIUM UNITS, NO REPRESENTATION OR WARRANTY IS MADE WITH RESPECT THERETO; IT IS CONCEIVABLE THAT THE BASE UNIT COULD BE SUBDIVIDED, OR OFFERED FOR SALE, IN THE FUTURE BY THE BASE UNIT OWNER.

See **"Special Risks"** and the Section of the Plan entitled **"Rights and Obligations of Tower Board/Summary of By-Laws."**

RIGHTS AND OBLIGATIONS OF TOWER BOARD/SUMMARY OF BY-LAWS

The Tower Board

As set forth in the Bylaws of the Condominium, the affairs of the Condominium will be governed by the Condominium Board, which will consist of five persons; two of such Condominium Board members will be designated by Tower Sponsor (and, subsequently, shall be designated by decision solely of the Tower Board after the Tower Board is formed), and three of whom will be designated by the Base Unit Owner.

(Thus, the Tower Unit Owners will NOT have voting control of the Condominium Board. In order to ensure the smooth functioning of the Building and the Condominium, the representatives of the Base Unit Owner, and the representatives of the Tower Board, on the Condominium Board will be required to cooperate and work together for the common good of the Building and all of its residents and constituents. THE BASE UNIT IS NOT OWNED OR CONTROLLED BY SPONSOR, AND WILL NOT BE CONTROLLED BY THE TOWER BOARD OR THE TOWER UNIT OWNERS.)

The affairs of the Tower Section will be governed by the Tower Board, which will consist initially of Jason A. Muss, Jeff Kay and Ken Konfong. Mr. Muss is a principal of Tower Sponsor, and Messrs. Kay and Konfong are employees of an affiliate of Tower Sponsor. At the first meeting of the Tower Unit Owners, which will be held not later than thirty (30) days after the earlier of: (i) the closing of title to Tower Units whose aggregate Tower Common Interests exceed fifty percent (50%), or (ii) the fifth anniversary of the First Tower Unit Closing, the three-member Tower Board will resign in favor of a new five-member Tower Board, to be elected by Tower Unit Owners at such meeting. However, until the expiration of the Initial Control Period, Tower Sponsor shall designate three members of the five-member Tower Board. At all elections held after the expiration of the Initial Control Period, not more than two members of the Tower Board may be elected or designated by Tower Sponsor or any Tower Sponsor Successor. Elections to the Tower Board will be held at the regular annual meetings of Tower Unit Owners in or before June of each succeeding year. Each of the members of the Tower Board will serve until the next regular annual meeting of Tower Unit Owners and until his successor is elected and qualified.

Except for members designated or elected by Tower Sponsor or a Tower Sponsor Successor, all members of the Tower Board must

be either: (i) individual Tower Unit Owners, or spouses or domestic partners thereof; (ii) beneficiaries or grantors of trusts that are Tower Unit Owners; (iii) individual Permitted Mortgagees; or (iv) officers, directors, shareholders, partners, members, principals, employees or beneficiaries of corporations, partnerships, limited liability companies, fiduciaries, or any other entities that are Tower Unit Owners or Permitted Mortgagees. Other than members designated as such by Tower Sponsor or a Tower Sponsor Successor, no member will continue to serve on the Tower Board after he ceases to be a Tower Unit Owner or an interested party in a Tower Unit Owner, as specified in the preceding sentences.

Members of the Tower Board are subject to removal, with or without cause, by vote of Tower Unit Owners owning a majority of the aggregate Tower Common Interest attending a duly called meeting at which a quorum is present, except that members designated, elected or appointed by Tower Sponsor or any Tower Sponsor Successor may be removed by the Tower Board for cause only, or by Tower Sponsor or such Tower Sponsor Successor without cause. Tower Sponsor or any Tower Sponsor Successor will have the right to designate a replacement for any member that had been designated, elected or appointed by Tower Sponsor or any Tower Sponsor Successor who has been removed from the Tower Board.

All members of the Tower Board will serve without compensation.

The Tower By-Laws do not include a provision that, after the Initial Control Period, a majority of the Tower Board's managers must be owner-occupants or members of an owner-occupant's household who are unrelated to Tower Sponsor and its principals. Owner-occupants and non-resident owners (including Tower Sponsor) may have inherent conflicts on how the Tower Section should be managed, due to their different reasons for purchasing (i.e., purchase as a home as opposed to as an investment).

The Tower By-Laws may be amended only by the vote of not less than SEVENTY FIVE PERCENT (75%) in number and in aggregate Tower Common Interest of all Tower Unit Owners cast in person or by valid proxy at a meeting of Tower Unit Owners or, in lieu of such meeting, in a writing signed by not less than SEVENTY FIVE PERCENT (75%) in number and in aggregate Tower Common Interest of all Tower Unit Owners.

Powers and duties of the Tower Board

The Tower Board will have the powers and duties necessary for or incidental to the administration of the affairs of the Tower Section (subject to the limitations set forth in the Tower By-Laws), including, without limitation, the operation, care, upkeep and maintenance of the Tower Common Elements, determination and collection of the Tower Common Charges and Special Assessments, employment and dismissal of the personnel necessary for the maintenance and operation of the Tower Section, adoption and amendment of the Tower Rules and Regulations, maintaining bank accounts on behalf of the Tower Section, purchasing, leasing or otherwise acquiring Tower Units in the name of the Tower Board or its designees, selling, leasing, mortgaging or otherwise dealing with (but not voting the Tower Common Interests appurtenant to) Tower Units acquired or leased by the Tower Board, making repairs, additions and improvements to, or alterations of, the Tower Section and the Tower Common Elements, and generally managing and supervising the Tower Section pursuant to the Declaration and the Tower By-Laws. See the Tower By-Laws for further details.

As more fully set forth in the Tower By-Laws, all determinations required to be made by the Tower Board will be by majority of the votes cast at any duly called meeting at which a quorum is present, subject to certain approval and veto rights of Tower Sponsor and any Tower Sponsor Successor as set forth in the Section of the Plan entitled **"Control by Tower Sponsor."**

Officers of the Tower Section

The officers of the Tower Section will consist of the President, the Vice President, the Secretary and the Treasurer, all of whom will be elected annually by a majority vote of the Tower Board. The Tower Board may also appoint additional officers. All officers will serve without compensation. None of the officers need be Tower Unit Owners until the five-member Tower Board is elected at the first meeting of the Tower Unit Owners. Thereafter, both the President and the Vice President must be members of the Tower Board and Tower Unit Owners (or officers, directors, shareholders, partners, members, employees or beneficiaries, or their Family Members, of corporations, partnerships, limited liability companies, fiduciaries or Mortgagees that are Tower Unit Owners). Any officer may be removed, without cause, by vote of a majority of the Tower Board at a meeting duly called for such purpose.

Meetings and votes of the Tower Unit Owners

Except for the first meeting, the Tower Unit Owners will hold annual meetings in or before June of each year. At each annual meeting, the Tower Unit Owners will elect successors to the members of the Tower Board. In addition, special meetings of Tower Unit Owners may be held from time to time, pursuant to the Tower By-Laws, whenever necessary for the affairs of the Tower Section.

Each Tower Unit Owner, including Tower Sponsor and any Tower Sponsor Successors, will be entitled to cast one vote at all meetings of the Tower Unit Owners for each 0.0001% of Tower Common Interest attributable to his Tower Unit. The presence, in person or by proxy, of Tower Unit Owners having a majority of the votes of all Tower Unit Owners will constitute a quorum at all meetings of the Tower Unit Owners, and, unless otherwise provided, the decision of the Tower Unit Owners casting a majority of the votes of the Tower Unit Owners at a meeting at which a quorum is present will be binding upon all Tower Unit Owners. However, elections of members of the Tower Board will be determined by plurality vote.

Repairs, alterations and improvements to Tower Common Elements

All painting, decorating, maintenance, repairs, and replacements to the Tower Common Elements (other than to any Tower Limited Common Elements, if any), whether located inside or outside of Tower Units, will be made by the Tower Board, which need not obtain the approval of Tower Unit Owners or of any mortgagees of Tower Units (regardless of the cost thereof), and the cost shall be a Tower Common Expense, unless necessitated by the negligence, misuse or neglect of a Tower Unit Owner, in which case such Tower Unit Owner will bear the entire cost thereof.

The cost of snow removal from sidewalks will be a Common Expense of the Condominium, to be borne by the Tower Units as well as the Base Unit in accordance with their Common Interest percentages in the Condominium. All maintenance and repairs to the Tower Common Elements will be performed by employees of the Tower Section or by independent contractors.

Whenever, in the judgment of the Tower Board, the Tower Common Elements (other than any Tower Limited Common Elements, if any) shall require any addition, alteration or improvement (in contrast to painting, decorating, maintenance, repairs, or replacements) costing more than one hundred thousand dollars ($100,000) in the aggregate in any calendar year, such addition,

alteration or improvement will not be made unless approved by a Majority of Tower Unit Owners (including Tower Sponsor or any Tower Sponsor Successor, if either then owns any Tower Unit) at a duly constituted Tower Unit Owners' meeting and by the Mortgage Representatives, if any. If approved, the Tower Board may, in its discretion, assess each Tower Unit Owner its pro-rata share of the cost of any such addition, alteration or improvement, according to its Tower Common Interest, as part of, or as a Special Assessment in addition to, the Tower Common Charges. Any addition, alteration or improvement costing one hundred thousand dollars ($100,000) or less, in the aggregate, in any calendar year may be made by the Tower Board without the approval of the Tower Unit Owners or the Mortgage Representatives, if any, and the cost thereof will constitute a Tower Common Expense. Notwithstanding the foregoing, no addition, alteration or improvement will be made to the Tower Common Elements, regardless of the cost thereof, unless the written consent of Tower Sponsor and any Tower Sponsor Successor (so long as Tower Sponsor or any Tower Sponsor Successor or both shall collectively own at least twenty-five percent (25%) of the Tower Units during the five (5) years following the First Tower Unit Closing) is first obtained, unless required by Applicable Law.

Insurance

The Condominium Board will obtain and maintain fire insurance policies with all-risk extended coverage, insuring the Tower Section (including the Tower Section's Systems and all Tower Units and the bathroom and kitchen fixtures installed therein on the date of the First Tower Unit Closing and all service machinery contained therein, but not including appliances or any furniture, furnishings or other personal property supplied or installed by the Tower Unit Owners or tenants of Tower Unit Owners) and covering the interests of the Tower Section, the Tower Board, all the Tower Unit Owners (including Tower Sponsor and any Tower Sponsor Successor) and Permitted Mortgagees, as their respective interests may appear, in an amount equal to at least eighty percent (80%) of the full replacement cost of the Tower Section (exclusive of foundation and footings), without deduction for depreciation. Each of such policies will contain a New York standard mortgagee clause in favor of each Permitted Mortgagee, which will provide that the loss proceeds thereunder, if any, will be payable to such Permitted Mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Tower Board and any Insurance Trustee as set forth below.

All such policies will contain waivers of subrogation and of any defense based on coinsurance or on invalidity arising from any acts of the insured and of pro-rata reduction of liability, and will provide that such policies may not be canceled or substantially modified without at least ten (10) days' written notice to all the insureds, including Permitted Mortgagees. Each Tower Unit Owner shall be deemed an additional insured under each such policy.

The amount of the premiums for all such policies obtained by the Condominium Board covering the Tower Section that are attributable to the Tower Section shall be allocated to, and the expense thereof borne by, the Tower Section to the extent of 32.27% of the amount of such premiums.

The Tower Board will also maintain, to the extent applicable and practicable: (a) comprehensive general liability insurance as to personal injury and property damage in such limits and amounts as the Tower Board may from time to time determine, covering each member of the Tower Board, the Managing Agent (if any) and each Tower Unit Owner; (b) rent insurance in an amount equal to the Tower Common Charges for one year; (c) worker's compensation and New York State disability benefits insurance; (d) water damage legal liability insurance; (e) umbrella liability insurance; (f) officers' and directors' liability insurance; and (g) such other insurance as the Tower Board may from time to time determine to be appropriate. Such public liability policies will also cover cross-liability claims of one insured against another. However, such insurance will not cover the individual liability of a Tower Unit Owner arising from any occurrence within his own Tower Unit or any Tower Limited Common Elements appurtenant thereto. See Schedule B and the footnotes thereto for a fuller discussion of the types and extent of the insurance coverages that the Tower Section is projected to have. In addition, the Tower Board shall be free to obtain such further and additional insurance coverage as the Tower Board members shall determine is appropriate, including but not limited to types of coverage such as terrorism insurance, as well as coverages of the types stated in Schedule B and its footnotes but in higher benefit amounts than those stated in Schedule B and its footnotes.

To the extent that any such insurance coverage pertaining to the Tower Section is actually obtained by the Condominium Board, the Tower section shall pay 32.27% of the amount of the premiums therefor.

Any insurance maintained by the Tower Board may provide for such deductible amounts as the Tower Board may determine. The cost of all insurance will be paid by the Tower Board and will be borne by all Tower Unit Owners as part of the Tower Common Charges.

The net insurance proceeds payable under insurance policies maintained by the Tower Board by reason of damage to or destruction of any part of the Tower Section by fire or other casualty will be payable either to the Tower Board, if one hundred thousand dollars ($100,000) or less in the aggregate, or to the Insurance Trustee, if in excess of one hundred thousand dollars ($100,000) in the aggregate.

Such proceeds will be applied for the purpose of repairing, restoring or rebuilding the Tower Section, unless otherwise determined by Tower Unit Owners. In no event will such proceeds be paid to the holder of any mortgage placed by a Tower Unit Owner on his Tower Unit unless, in accordance with the provisions of the Tower By-Laws, there is a determination not to rebuild the Tower Section. The Insurance Trustee will be a bank or trust company, having any office in the City and State of New York, designated by the Tower Board in accordance with the Tower By-Laws.

Until the first meeting of the Tower Board elected by the Tower Unit Owners, the insurance coverage will be in the amounts and with the deductibles set forth in Schedule B. The Tower Board will review the insurance coverage on the Tower Section annually. See Schedule B and its Footnotes for full details of the projected insurance coverage to be maintained by the Tower Board during the first year of condominium operation.

Tower Unit Owners are not prohibited from carrying other insurance for their own benefit, provided that such policies contain waivers of subrogation and that the liability of the carriers issuing insurance procured by the Tower Board will not be affected or diminished by reason of any Tower Unit Owner's other insurance. Tower Unit Owners are encouraged to obtain and maintain, at their own individual expense: (a) separate insurance on the contents (i.e., furniture and other personal property and belongings) in Tower Units, in such amounts as will be adequate to insure against loss by reason of fire or other casualty, and (b) liability insurance against claims for personal injury or property damage resulting from occurrences in Tower Units or any appurtenant Tower Limited Common Elements.

Repair or restoration after fire or other casualty

If the Tower Section or any part thereof is damaged or destroyed by fire or other casualty, any potential repair or restoration shall be governed by the provisions of sections 6.3 through 6.9 of the Condominium By-Laws, which are reproduced in Part II of this Plan, below. Purchasers should note that the Tower Section will not be rebuilt unless the Base Unit is rebuilt. See **"Special Risks"** as well as the Condominium By-Laws.

Units acquired by the Tower Board

All Tower Units acquired or leased by the Tower Board or its designee will be held by the Tower Board or its designee on behalf of all Tower Unit Owners. Any rent, purchase price, closing costs and closing adjustments payable in connection therewith will be assessed against all Tower Unit Owners as a Tower Common Expense. No Tower Units acquired by the Tower Board or its designee will carry voting rights.

Liability of the Tower Board and the Tower Unit Owners

The members of the Tower Board shall act in accordance with their fiduciary obligations to all Tower Unit Owners. The members of the Tower Board will have no liability to Tower Unit Owners for errors of judgment, negligence or otherwise, except that individual members will be liable for their own bad faith, willful misconduct or gross negligence. The Tower Board may contract or effect other transactions with any member thereof, with any Tower Unit Owner, with Tower Sponsor, any Tower Sponsor Successor or with any Affiliate of any of them at competitive rates without incurring any liability for self-dealing.

Every contract made by the Tower Board, by an officer of the Tower Section, or by the Managing Agent will contain a statement (if obtainable) that: (a) the contract is made only as agent for all Tower Unit Owners, and the members of the Tower Board or such officers, or Managing Agent will have no personal liability thereon (except in their capacities as Tower Unit Owners), and (b) the liability of any Tower Unit Owner with respect to such contract will be limited to: (i) such proportionate share of the total liability thereunder as the Common Interest of the Tower Unit Owner bears to the aggregate Common Interests of all Tower Unit Owners, and (ii) the Tower Unit Owner's ownership interest in his Tower Unit and its appurtenant Tower Common Interest, unless otherwise provided by Applicable Law.

All Tower Unit Owners will severally indemnify each member of the Tower Board against any liability or claim, contractual or otherwise, except those arising out of the bad faith or willful misconduct of such member or that are contrary to Applicable Law or the terms of the Declaration or the Tower By-Laws. However, the liability of any Tower Unit Owner on account of such indemnification will be limited to such proportionate share thereof as the Common Interest of the Tower Unit Owner bears to the aggregate Common Interests of all Tower Unit Owners and the Tower Unit Owner's ownership interest in his Tower Unit and its appurtenant Common Interest, unless otherwise provided by Applicable Law.

General indemnification obligations

Subject to any specific limitation on the liability of Tower Unit Owners set forth elsewhere in the Tower By-Laws or in the Declaration, pursuant to the Tower By-Laws each Tower Unit Owner (including Tower Sponsor and any Tower Sponsor Successor) will indemnify and hold harmless all other Tower Unit Owners (including Tower Sponsor and any Tower Sponsor Successor) and the Tower Section and the Condominium from and against all Claims which may be imposed upon or incurred by any of the foregoing by reason of: (i) any Work performed or required to be performed by such Tower Unit Owner on or about the Property; (ii) any negligence, wrongful acts or omissions on the part of such Tower Unit Owner or any of his Family Members, officers, directors, shareholder, partners, tenants, agents, contractors, servants, employees, licensees, or invitees; or (iii) any failure on the part of such Tower Unit Owner to perform or comply with any of the terms or conditions contained in the Declaration or the Tower By-Laws on its part to be performed or complied with. Notwithstanding anything to the contrary contained herein, in no event will Tower Sponsor be liable for the acts or omissions of any Tower Sponsor Successor, except as specifically provided in the Plan or otherwise required by Applicable Law.

Subject to any specific limitation on the liability of the Tower Board set forth elsewhere in the Tower By-Laws or in the Declaration, pursuant to the Tower By-Laws, the Tower Section will indemnify and hold all Tower Unit Owners, including Tower Sponsor and any Tower Sponsor Successor, harmless from and against all Claims which may be imposed upon or incurred by any of the Tower Unit Owners and/or Tower Sponsor and any Tower Sponsor Successor by reason of: (i) any Work performed by the Tower Section or the Tower

Board on or about the Property; or (ii) any negligence or wrongful acts or omissions on the part of the Tower Board or any of its members, officers, agents, contractors, servants, employees, licensees, or invitees. The costs and expenses of the foregoing indemnification by the Tower Section shall be a Tower Common Expense.

Any provisions, whether in the Plan, the Tower By-Laws, or elsewhere, that purport to give Tower Sponsor control over the enforcement of Tower Sponsor's obligations are not lawful. In addition, in the event that there shall be members of the Tower Board that are not affiliated with Tower Sponsor, and there is a vote as to whether to sue Tower Sponsor, the representatives of Tower Sponsor on the Tower Board cannot lawfully vote on that issue.

RIGHTS AND OBLIGATIONS OF TOWER UNIT OWNERS

Sale and lease of Tower Units: right of first refusal

EACH TOWER UNIT OWNER MAY SELL OR LEASE HIS TOWER UNIT, BUT ONLY AFTER THE TOWER UNIT OWNER GIVES THE TOWER BOARD PRIOR WRITTEN NOTICE OF HIS INTENTION TO DO SO, ACCOMPANIED BY A FULLY EXECUTED COPY OF THE CONTRACT OF SALE OR LEASE, CONTAINING ALL OF THE TERMS OFFERED IN GOOD FAITH BY THE PROSPECTIVE PURCHASER OR LESSEE. **IN ADDITION, FOR SO LONG AS TOWER SPONSOR SHALL STILL OWN ANY UNSOLD TOWER UNITS, NO TOWER UNIT OWNER MAY SELL HIS TOWER UNIT, OR OFFER HIS TOWER UNIT FOR SALE, UNTIL THE FIRST ANNIVERSARY OF THE DATE OF HIS TOWER UNIT CLOSING.** THE TOWER BOARD, ON BEHALF OF ALL TOWER UNIT OWNERS, WILL HAVE THE EXCLUSIVE RIGHT TO ELECT, WITHIN TWENTY (20) DAYS AFTER RECEIPT OF THE NOTICE OF SALE OR LEASE (OR SUCH OTHER ADDITIONAL INFORMATION AS THE TOWER BOARD SHALL REQUIRE) TO PURCHASE OR LEASE THE TOWER UNIT(S), ON THE SAME TERMS SET FORTH IN THE CONTRACT OR LEASE, AS MORE SPECIFICALLY SET FORTH IN THE TOWER BY-LAWS. If the Tower Board does not notify the Tower Unit Owner of its election to purchase or lease the Tower Unit(s) within the aforementioned time period, the Tower Unit Owner will have thirty (30) days after the expiration of the twenty (20) day period to consummate the sale or lease in accordance with the terms stated in the contract of sale or lease appended to the notice. Should such consummation not occur within such thirty (30) day period, the Tower Unit Owner will again be required to offer the Tower Unit(s) to the Tower Board as provided above.

The Tower Board may not exercise its option to lease or purchase any Tower Unit without the prior approval of a Majority of Tower Unit Owners. However, the Tower Board has the right to release or waive any such option without prior approval of a Majority of Tower Unit Owners. If approval is given, the Tower Board may assess each Tower Unit Owner (other than the selling Tower Unit Owner), in proportion to his Common Interest, an amount necessary to effectuate the purchase or lease.

Notwithstanding the foregoing, the Tower Board shall not have any right of first refusal with respect to any sale, lease or conveyance of a Tower Unit by: (1) the Tower Unit Owner of any Tower Unit to certain of his adult Family Members (individually or in any combination), as more particularly set forth in the Tower By-Laws, or, in the case of a Tower Unit Owner that is not an individual, to any Affiliate of such Tower Unit Owner, in each case without consideration; (2) Tower Sponsor or any Tower Sponsor Successor, with respect to any Unsold Tower Unit owned by Tower

Sponsor or any Tower Sponsor Successor or any of their Affiliates; (3) the Tower Board; (4) virtue of the foreclosure of a mortgage or other lien covering such Tower Unit or delivering a deed in lieu of such foreclosure; (5) any Permitted Mortgagee or his nominee, who has acquired title to any Tower Unit at any foreclosure sale of his Permitted Mortgage or by deed in lieu thereof delivered in a bona fide transaction; or (6) the Tower Unit Owner of such Tower Unit by gift, will or intestacy; provided however, that, with regard to each of the foregoing exemptions (collectively, **"Exempt Transactions")**, each succeeding Tower Unit Owner that is not otherwise exempt on his own merits shall be bound by, and his Tower Unit shall be subject to, such right of first refusal.

The lease for any Tower Unit (other than one included within the definition of Exempt Transaction) must be in substantially the form of lease then approved by the Real Estate Board of New York, Inc., except for such changes thereto as are approved in writing by the Tower Board as provided in the Tower By-Laws, and must expressly provide that such lease may not be amended, modified or extended without the prior written consent of the Tower Board and that the tenant thereunder may not assign his interest in such lease or sublet the premises demised thereunder or any part thereof without the prior written consent of the Tower Board; and that the Tower Board will have the power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the Tower Unit Owner as landlord thereunder in the event of: (a) a default by the tenant in the performance of its obligations under such lease, or (b) a default by the Tower Unit Owner in the performance of his obligations to the Tower Section pursuant to the Tower By-Laws, including but not limited to the payment of Common Charges or other amounts due to the Tower Section, or (c) a foreclosure of the lien granted by Section 339-z of the Condominium Act.

Each conveyance of a Tower Unit by a Tower Unit Owner will include, as part of the property to be conveyed, the Tower Unit Owner's: (i) Common Interest; (ii) undivided interest in any Tower Unit or Tower Units acquired by the Tower Board from Tower Unit Owners (or the proceeds received at a foreclosure or other judicial sale of a Tower Unit); and (iii) undivided interest in any other assets of the Tower Section or the Condominium. In addition, title to a Tower Unit may not be conveyed unless all unpaid Common Charges and liens against such Tower Unit (and any other Tower Unit owned by the conveying Tower Unit Owner), other than Permitted Mortgages, are paid and satisfied at or prior to closing. At the time of acquisition of a Tower Unit and as a condition thereof, the

new Tower Unit Owner will be required to execute, acknowledge and deliver a Tower Unit Owner's Power of Attorney in favor of the Tower Board and Tower Sponsor, in the form set forth in Part II of this Plan.

Upon accepting the deed to a Tower Unit, each Tower Unit Owner will under the terms of the Declaration be deemed to have consented: to a building wide allocation to all Tower Units of any and all real estate tax exemptions and/or tax abatement benefits pertaining to the Property pursuant to Applicable Law, with such allocation to be apportioned in the same ratio that the Common Interest of such Tower Unit Owner's Tower Unit bears to the aggregate Common Interests of all Tower Units; to have waived and relinquished any and all rights to challenge or contest such allocation in any manner or form; and to have released and discharged all other Tower Unit Owners, their heirs, successors and assigns, the Tower Board, Tower Sponsor, any Tower Sponsor Successor and the City of New York from any and all acts, claims, damages or demands of any nature whatsoever which such Tower Unit Owner, his heirs, successors or assigns ever had, may have, or will have against the other Tower Unit Owners, the Tower Board, the Condominium Board, Tower Sponsor, any Tower Sponsor Successor or the City of New York, with respect to the aforesaid allocation.

Notwithstanding anything to the contrary contained in this Plan, neither Tower Sponsor nor any Tower Sponsor Successor, nor any purchaser of a Tower Unit from the Tower Sponsor or from any Tower Sponsor Successor, shall be obligated to pay any transfer fee or service fee, whenever enacted, to the Tower Section, the Condominium or Managing Agent with respect to the sale or leasing in whole or in part of any Tower Unit.

Mortgages of Tower Units

Each Tower Unit Owner may mortgage his Tower Unit, provided that the Tower Unit Owner first complies with the conditions set forth in the Tower By-Laws. As more fully set forth therein, these conditions include the requirements that: (a) the mortgage be substantially in the form of the New York statutory form of mortgage, except for such changes or additions as may be required to permit a lender to make the loan; (b) the Tower Board is notified in writing of the making of such mortgage and is given a copy thereof; and (c) the Tower Unit Owner making such mortgage is not in arrears for Common Charges or other amounts payable to the Condominium or the Tower Section and first satisfies all other unpaid liens against his Tower Unit other than Permitted Mortgages.

Notwithstanding the above, Tower Sponsor or any Tower Sponsor Successor will have the right to mortgage their Tower Units without any restriction or limitation, except that the Tower Board must be notified in writing of the making of the mortgage and must be given a copy thereof.

Common Charges: assessment, collection and lien for non-payment

The Tower Board will prepare and distribute to all Tower Unit Owners, at least annually, a budget setting forth its projection of the Tower Common Expenses for the coming fiscal year of the Tower Section. Such Tower Common Expenses will include, among other things: (a) all costs and expenses in connection with the operation and maintenance of and performance of any work in and to the Tower Common Elements; (b) water charges and sewer rents in connection with the Tower Section (unless separately assessed to individual Tower Units); (c) real estate taxes and assessments levied with respect to the Property (until separately assessed to individual Tower Units); and (d) amounts for such other items as the Tower Board may deem proper (such as amounts for working capital and general operating and replacement reserves, to make up deficits for prior years, to prepay indebtedness of the Tower Section or to purchase or lease Tower Units). Based upon this budget, the Tower Board will promptly determine, and advise each Tower Unit Owner of, the Tower Common Charges payable by the Tower Unit Owner during the ensuing fiscal year representing a portion of the projected Tower Common Expenses assessed to the Tower Unit Owner prorated according to the Common Interest of his Tower Unit.

Pursuant to the Tower By-Laws, the Tower Board has the right to revise its projection of the Tower Common Expenses at any time and from time to time during any fiscal year of the Condominium. Any revision may result in an increase or decrease in the amount of Tower Common Charges payable by Tower Unit Owners during the fiscal year. However, no such revision will have a retroactive effect on the amount of Tower Common Charges payable by Tower Unit Owners prior to the date of the new determination. Notwithstanding the foregoing, the Tower Board will not reduce the Tower Common Charges payable during any year occurring within the Initial Control Period solely as a result of either reducing the number of employees of the Tower Section below the number employed on the date of recording the Declaration, or eliminating or reducing any service or reducing the insurance coverage below that provided for the Tower Section on such date, except with the concurrence of a majority of the members of the Tower Board elected

by Tower Unit Owners other than Tower Sponsor or any Tower Sponsor Successor.

In addition, the Tower Board will have the right, subject to certain restrictions set forth in the Tower By-Laws, to levy Special Assessments to meet the Tower Common Expenses. All Special Assessments will be levied against all Tower Unit Owners in proportion to their respective Tower Common Interests and may be payable either in one lump sum or in installments, as the Tower Board shall determine. The Tower Board shall have all rights and remedies, pursuant to the Tower By-Laws and Applicable Law, with regard to the non-payment of Special Assessments as it possesses with regard to the non-payment of Tower Common Charges.

Unless otherwise determined by the Tower Board, Tower Common Charges will be payable in monthly installments, in advance, on the first day of each month. No Tower Unit Owner will be relieved from liability for the payment of his Tower Common Charges by waiving the use of any of the Tower Common Elements or by mere abandonment of his Tower Unit. No Tower Unit Owner, however, will be liable for the payment of any part of the Tower Common Charges assessed against his Tower Unit subsequent to a permissible sale, transfer or other conveyance by him of his Tower Unit.

Any Tower Unit Owner may, by conveying his Tower Unit, without consideration, to the Tower Board and complying with certain conditions set forth in the Tower By-Laws in connection therewith, exempt himself from Tower Common Charges thereafter accruing. Such conditions include the payment of all Tower Common Charges and Special Assessments then due and payable with respect to his Tower Unit and the Tower Unit's being free and clear of all liens and encumbrances other than Permitted Mortgages and any statutory lien for unpaid Common Charges.

On transfer of any Tower Unit, the Purchaser will be required to pay unpaid Tower Common Charges assessed against the Tower Unit prior to his acquisition, except that a mortgagee acquiring title to a mortgaged Tower Unit or a Purchaser at a mortgage foreclosure sale will not be liable, and the mortgaged Tower Unit will not be subject to, a lien for the payment of any Tower Common Charges assessed subsequent to the recording of the mortgage and prior to the acquisition of title to the Tower Unit by the mortgagee or a Purchaser at a mortgage foreclosure sale. If the Tower Board forecloses its statutory lien on any Tower Unit for unpaid Tower Common Charges and the net proceeds of the foreclosure sale are not sufficient to pay the unpaid Tower Common Charges, or

if such Tower Unit is acquired by a mortgagee or Purchaser at a mortgage foreclosure sale, then, in either event, the defaulting Tower Unit Owner will remain personally liable for the balance of the unpaid Tower Common Charges. The Tower Board will have the right to assess the unpaid balance among all those who are Tower Unit Owners at the time that the assessment is levied.

Under the provisions of Section 339-z of the Condominium Act and under the By-Laws, the Tower Board will have a lien, on behalf of all Tower Unit Owners, on each Tower Unit for unpaid Tower Common Charges assessed against the Tower Unit together with interest thereon. All such liens, however, will be subordinate, to the extent required by Applicable Law, to any liens for real estate taxes and assessments on the Tower Unit. Any lien for unpaid Tower Common Charges against a Tower Unit will be effective from and after filing of a notice thereof in the Register's Office and until all sums secured thereby, with accrued interest, are fully paid, or until six years from the date of filing (unless foreclosure of the lien is started within such six-year period) whichever will be sooner. Such liens may be foreclosed by a suit brought in the name of the Condominium Board (acting on behalf of all Unit Owners) or the Tower Board (acting on behalf of all Tower Unit Owners) in like manner as the foreclosure of a mortgage on real property, or an action may be brought by the Condominium Board or the Tower Board to recover unpaid Common Charges or Tower Common Charges without foreclosing the lien.

In addition to the rights of the Tower Board as described above, and as set forth more fully in section 6.10.2 of the Condominium By-Laws (which are reproduced in Part II of this Plan), the Condominium Board shall also have a lien against any Tower Unit for any amounts owed by the Tower Unit Owner thereof to the Condominium Board.

Under Section 339-kk of the Condominium Act, the Condominium and the Tower Section will have the right to demand that, with regard to any Tower Unit occupied by a tenant whose Tower Unit Owner is in arrears in the payment of Tower Common Charges or assessments, such tenant pay his/her rent directly to the Condominium or the Tower Section to be credited against the Tower Common Charges or assessments owed by such Tower Unit Owner, in addition to all other rights and remedies that the Condominium and the Tower Section may have against the Tower Unit Owner.

Restrictions on the use of Tower Units

As more fully set forth in the Declaration and in the Tower By-Laws, each Tower Unit may be used only as a residence (except as otherwise described herein, and subject to Applicable Law), and not more than one family may occupy a Tower Unit at one time. Notwithstanding the foregoing, Tower Sponsor and any Tower Sponsor Successor (or, when Tower Sponsor and any Tower Sponsor Successor no longer owns any Tower Units, the Tower Board) may, in their sole discretion, consent to the use of any Tower Unit as a professional or business office, or for any home occupation use or for any purpose, provided that the nature and manner of such use complies with Applicable Law. Any such consent shall be in writing and shall be personal to such Tower Unit Owner. Any lessee of, or successor in title to, such Tower Unit Owner shall be required to obtain the prior written consent of Tower Sponsor, Tower Sponsor Successor or the Tower Board (as the case may be) before using such Tower Unit for any purpose other than as a residence.

In addition to (and not in limitation of) the foregoing rights, Tower Sponsor also reserves the right to offer Tower Units for sale for professional or other non-residential uses as may be permitted by Applicable Law.

Tower Sponsor and any Tower Sponsor Successor may, for so long as either own any Tower Units in the Condominium, without the consent of either the Condominium Board, the Tower Board, or any other Tower Unit Owners, use or grant permission for the use of any Unsold Tower Unit as a professional or business office or for any other purpose, including, without limitation, use of any one or more unsold Units as model units and offices for the sales, promotions, management and operation of its Tower Units, or lease its Tower Units to third parties for their occupancy, provided only that the nature and manner of such use complies with Applicable Law and does not violate the then existing certificate of occupancy for the Property.

A Tower Unit owned or leased by an individual, corporation, partnership, limited liability company, fiduciary, or any other Person may be occupied only by said individual, or by an officer, director, stockholder, or employee of such corporation, or by a partner or employee of such partnership, or by an individual member of such limited liability company or an officer, director, stockholder, partner or employee or individual member of any corporate, partnership or limited liability company member of such limited liability company, or by said fiduciary (including

directors, officers, stockholders, or employees of corporate fiduciaries and partners or employees of partnership fiduciaries and members or employees of limited liability company fiduciaries), or by the grantor or beneficiary of said fiduciary, or by a principal or employee of such other Person, respectively, or by Family Members or guests of any of the foregoing; however, nothing contained in this sentence shall be deemed to prohibit the exclusive occupancy of any Tower Unit by such Family Members or guests. Notwithstanding the foregoing, the Tower Board may, in its sole discretion, permit Persons other than those set forth above to occupy a Tower Unit. In no event, however, shall only a portion of a Tower Unit (as opposed to the entire Tower Unit) be sold, conveyed, leased or subleased, and no transient occupant (other than a guest permitted under this paragraph) may be accommodated therein.

No restrictions on occupancy shall apply with regard to any Unsold Tower Unit.

No nuisance or unlawful use will be allowed in the Building or any portion thereof. All Applicable Laws relating to any portion of the Property will be complied with at the sole expense of the respective Tower Unit Owners or the Tower Board, whomever has the obligation to maintain or repair such portion of the Property under the terms of the Declaration and the Tower By-Laws.

No Tower Unit Owner will cause or permit any Hazardous Materials to be used, stored, transported, released, handled, produced or installed in, on or from its Tower Unit or the Property. It will be the obligation of each Tower Unit Owner to comply (at its sole cost and expense) with all Applicable Laws with respect to Hazardous Materials in its Tower Unit or in connection with any Work performed by or on behalf of such Tower Unit Owner at the Property.

The sidewalks, entrances, lobby, passages, public halls, vestibules, corridors, stairways or any other part of the Common Elements (except for those areas designated as storage areas) must not be obstructed or used for any purpose other than ingress to and egress from the Units. No vehicle belonging to a Tower Unit Owner, to a Family Member of a Tower Unit Owner, or to a guest, tenant, subtenant, licensee, invitee, employee or agent of a Tower Unit Owner may be parked in such a manner as to impede or prevent ready access to any entrance to, or exit from, the Property.

No velocipedes, bicycles, scooters, baby carriages, or similar vehicles are allowed to stand in the public halls, passageways or other public areas of the Property.

No public hall, lobby, vestibule, corridor, stairway or any other part of the Common Elements (other than any area designated as a Limited Common Element) may be decorated or furnished by any Tower Unit Owner in any manner.

No article (including, but not limited to, garbage cans, bottles or mats) may be placed or stored in any of the passages, halls, vestibules, corridors, or on any of the staircases or fire stair landings of the Property, or any other part of the Tower Common Elements, nor may any fire exit thereof be obstructed in any manner.

All service and delivery persons are required to use any service entrance or such other entrance of the Property as shall be designated by the Tower Board.

Trunks and heavy baggage must be taken in or out of the Tower Section only in the manner, and at the times, designated by the Tower Board or the Managing Agent for that purpose.

To the extent that they may exist in the Building, the laundry and drying facilities in any laundry room of the Property are to be used in such manner and at such times as the Condominium Board, the Tower Board or the Managing Agent shall direct. No clothes, sheets, blankets, laundry, or other articles of any kind may be hung on or out of a Tower Unit or shall be dried or aired on any terrace, balcony or patio.

To the extent that they may exist in the Building, storage areas, if any, that are not part of, or attached to, or made a Limited Common Element appurtenant to any, particular Tower Unit may be used by all Tower Unit Owners, in common, only for the storage of trunks, bags, suitcases and packing cases, all of which must be empty, and for the storage of such other articles as the Tower Board, in its sole discretion, may determine from time to time. Supervision, management and control of the use of any such storage areas will be vested in the Tower Board. The use of any such storage areas will be at the sole risk of the Tower Unit Owner or other Person using them, and the Tower Board, its agents or the Managing Agent will not be liable for any injury to person, loss by theft or otherwise, or damage to property, whether due to the

negligence of the Tower Board, its agents, the Managing Agent or otherwise.

All refuse from Tower Units must be deposited in those areas of the Property provided for that purpose at such times and in such manner as the Condominium Board, the Tower Board or the Managing Agent shall direct. Nothing may be hung or shaken from any doors, windows or open terraces, or placed upon the window sills of the Property, and no Tower Unit Owner may sweep or throw or permit to be swept or thrown, any dirt, debris or other substance therefrom. All Applicable Laws relating to recycling must be complied with; in the event that the Condominium or the Tower Section shall incur any fine, penalty or expense as a result of non-compliance by a Tower Unit Owner (or an occupant of his Tower Unit) with any such Applicable Law relating to recycling, the cost thereof shall be paid or reimbursed by such Tower Unit Owner to the Condominium or the Tower Section.

No playing or lounging may occur in the entrances, passages, public halls, vestibules, corridors, stairways, fire towers or other Tower Common Elements of the Property, except in any recreational areas or other areas designated as such in the Declaration or by the Tower Board.

The Tower Board or the Managing Agent may, from time to time, curtail or relocate any portion of the Tower Common Elements used for storage, recreational or service purposes in the Property, without any diminution in the Tower Common Charges payable by any Tower Unit Owner.

Nothing may be done or kept in any Unit or in the Common Elements that shall increase the rate of insurance on the Property, or the contents thereof, without the prior written consent of the Condominium Board or the Tower Board. No Tower Unit Owner may permit anything to be done or kept in his Tower Unit or in the Tower Common Elements that will result in the cancellation of insurance on the Property, or the contents thereof, or that would be in violation of any Applicable Law.

No Tower Unit Owner or any of his Family Members, agents, servants, employees, licensees or guests may at any time bring into or keep in a Tower Unit any flammable, combustible or explosive fluid, material, chemical or substance, except as is necessary and appropriate for the permitted uses of such Tower Unit.

No barbecuing or open-flame cooking shall occur in any Tower Unit, or in any Tower Common Element, including but not limited to any Tower Limited Common Element.

No Tower Unit Owner may make, cause or permit any unreasonably disturbing noises, activities or odors to be produced upon or to emanate from his Tower Unit or any appurtenant Tower Limited Common Element or permit anything to be done therein that interferes with the rights, comforts or conveniences of the other Tower Unit Owners. No construction, repair work, or other installation involving noise may be conducted in any Tower Unit except on weekdays (excluding Holidays), and only between the hours of 8:00 a.m. and 5:00 p.m., without prior written consent of the Tower Board, unless such construction or repair work is necessitated by an emergency. The foregoing restrictions shall not apply to Tower Units owned by Tower Sponsor.

No bird, reptile or other animal shall be permitted to be harbored in any Tower Unit without the prior written consent of the Tower Board in each instance. Any consent so granted shall be revocable at any time by the Tower Board. No bird, reptile or other animal shall be permitted in any Tower Common Element unless carried or on a leash. No pigeons or other birds or other animals may be fed from the window sills, patios, terraces, or other public portions of the Property, or on the sidewalk or street adjacent to the Property. The foregoing restrictions shall not apply to Tower Units owned by Tower Sponsor.

No Tower Unit Owner may install any plantings on any roof, terrace, balcony or patio without the prior written approval of the Tower Board, pursuant to any applicable Rules and Regulations as may be adopted by the Tower Board from time to time. All plantings and planters must comply with all Applicable Laws governing weight, size and soil composition. The foregoing restrictions shall not apply to Tower Units owned by Tower Sponsor.

In the event that any Tower Unit shall be used for home occupation purposes in conformity with the Declaration and the Tower By-Laws and pursuant to Applicable Law, no patients, clients or other invitees of the Tower Unit Owner thereof shall be permitted to wait in any lobby, public hallway or vestibule.

Unless expressly authorized by the Tower Board in each instance, not less than eighty (80%) percent of the floor area of each Tower Unit (excepting only kitchen and bathroom areas, closets and foyers) must be covered with rugs, carpeting or equally

effective noise-reducing material. The foregoing restrictions shall not apply to Tower Units owned by Tower Sponsor.

No window guards or other window decorations may be used in or about any Tower Unit, except such as will have been approved in writing by the Tower Board or the Managing Agent, which approval will not be unreasonably withheld or delayed. In no event, however, may any exterior glass services of any windows at the Property be colored or painted. Tower Units occupied by children under the age of 10 must have window guards installed in compliance with Applicable Law.

No ventilator or air-conditioning device may be installed in any Tower Unit without the prior written approval of the Tower Board, which approval will not be unreasonably withheld or delayed.

No radio or television aerial, satellite dish or other signal-receptive device may be attached to or hung from the exterior of the Property, and no sign, notice, advertisement or illumination (including, without limitation, **"For Sale"**, **"For Lease"** or **"For Rent"** signs) shall be inscribed or exposed on or at any window, door, or other part of the Property, except as such are permitted pursuant to the terms of the Declaration and/or the Tower By-Laws or as are approved in writing by the Tower Board or the Managing Agent. The foregoing restrictions shall not apply to Tower Units owned by Tower Sponsor. Nothing may be projected from any door or window of a Tower Unit (except an Unsold Tower Unit) without similar approval.

All radio, television, computer or other electrical equipment of any kind or nature installed or used in each Tower Unit must fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction. The Tower Unit Owner alone will be liable for any damage or injury caused by any radio, television or other electrical equipment in his Tower Unit or any appurtenant Tower Limited Common Element.

Water-closets and other water apparatus in the Property may not be used for any purpose other than those for which they were designed, and no sweepings, rubbish, rags or any other article may be thrown into same. Any damage resulting from misuse of any water-closets or other apparatus in a Tower Unit will be repaired and paid for by the Tower Unit Owner of such Tower Unit.

Each Tower Unit Owner must keep his Tower Unit and any appurtenant Tower Limited Common Element in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the Tower By-Laws.

The agents of the Tower Board or the Managing Agent, if any, and any contractor or workman authorized by the Tower Board or the Managing Agent, if any, may enter any Tower Unit or any appurtenant Tower Limited Common Element at any reasonable hour of the day, on at least one day's prior notice to the Tower Unit Owner, for the purpose of inspecting such Tower 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 will be done in a reasonable manner so as not to unreasonably interfere with the use of such Tower Unit for its permitted purposes. However, in the event that any access to a Tower Unit or any appurtenant Tower Limited Common Element shall be necessary in the event of an emergency of any nature, no prior notice shall be required.

The Tower Board or the Managing Agent may retain a pass-key to each Tower Unit. If any lock is altered or a new lock is installed, the Tower Board or the Managing Agent will be provided with a key thereto immediately upon such alteration or installation. If the Tower Unit Owner is not personally present to open and permit an entry to his Tower Unit at any time when an entry therein is necessary or permissible under the Rules and Regulations or under the Tower By-Laws, and has not furnished a key to the Tower Board or the Managing Agent, then the Tower Board or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Tower Board or an officer of the Managing Agent) may forcibly enter such Tower Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care under the circumstances is given to such Tower Unit Owner's property).

If any key or keys are entrusted by a Tower Unit Owner, by any Family Member thereof, or by his agent, servant, employee, licensee or visitor to an employee of the Tower Section, the Condominium or of the Managing Agent, whether for such Tower Unit or an automobile, trunk, or other item of personal property, the acceptance of the key will be at the sole risk of such Tower Unit Owner, and neither the Tower Board, the Condominium nor the Managing Agent will be liable for injury, loss or damage of any

nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

No occupant of the Property may send any employee of the Tower Board, Condominium or of the Managing Agent out of the Property on any private business.

Corridor doors must be kept closed at all times except when in actual use for ingress or egress to and from public corridors.

No common roof-top areas of the Property may be used at any time or for any reason by Tower Unit Owners, their Family Members, guests, servants, employees, agents, guests or licensees, other than with the prior written consent of the Tower Board in each instance.

No rescission, alteration, waiver or addition of any Rule or Regulation in respect of one Tower Unit Owner or other occupant will operate as a rescission, alteration or waiver in respect of any other Tower Unit Owner or other occupant.

In addition to the foregoing discussion of the Rules and Regulations of the Tower Section, the Tower Units shall also be subject to any General Rules and Regulations that the Condominium Board may enact from time to time, which are deemed incorporated herein by reference.

Repairs and maintenance of Tower Units and Common Elements

Generally, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary, in or to any Tower Unit (other than the Tower Common Elements contained therein) will be performed by the Tower Unit Owner at his sole cost and expense (and in compliance with all alterations and insurance requirements of the Tower Board), or if in or to the Tower Common Elements will be performed by the Tower Board as a Tower Common Expense, or if in or to any Tower Limited Common Element will be performed either by the Tower Board as a Tower Common Expense, if involving structural or extraordinary maintenance, repair or replacement, or by the Tower Unit Owner having direct and exclusive access thereto at his sole cost and expense, if involving painting, decorating and non-structural ordinary maintenance, repairs and replacements.

In connection with the foregoing, it should be noted that each Tower Unit Owner is responsible at his own cost and expense for washing and cleaning the interior glass surfaces of all windows of his Tower Unit. It is also noted that the Rules and Regulations generally require eighty (80%) percent of the floor area of each Tower Unit (except for kitchen and bathroom areas, closets and foyers) to be covered with rugs, carpeting or other equally effective noise reducing material.

Notwithstanding the foregoing, all maintenance, repairs and replacements to the Tower Common Elements, whether structural or non-structural, ordinary or extraordinary, necessitated by the negligence, misuse or abuse of a Tower Unit Owner, or by any agent, contractor, licensee, invitee, Family Member, tenant, co-occupant or guest of such Tower Unit Owner, will be made by such Tower Unit Owner at his sole cost and expense.

The Tower By-Laws require that each Tower Unit, any Tower Limited Common Elements appurtenant thereto, and all portions of the Tower Common Elements, be kept in first-class condition (and, with respect to any terrace or other part of the Property exposed to the elements, free of snow, ice and accumulation of water) by the Tower Unit Owner or the Tower Board, whichever is responsible for the maintenance thereof. The Tower By-Laws further require that those public or other areas of the Tower Section that are exposed to public view (whether they are required to be maintained by a Tower Unit Owner or by the Tower Board) be kept in good appearance in conformity with the dignity and character of the Property by such Tower Unit Owner or the Tower Board, as the case may be. In the event that any Tower Unit Owner shall fail to keep his Tower Unit or any appurtenant Tower Limited Common Element in good condition, the Tower Board may, at the expense of such Tower Unit Owner, enter the Tower Unit or any such appurtenant Tower Limited Common Element to perform any acts necessary to cure the default. See the subsection below entitled **"Rights of Access."**

Regulations on lead-based paint.

Lead-Based Paint Regulations adopted by the United States Department of Housing and Urban Development and the Environmental Protection Agency, and the City of New York, do not apply to the Tower Units under current law. However, it is conceivable that changes in Applicable Law may make such regulations, or similar regulations, applicable to the Tower Units in the future.

Alterations and improvements of Tower Units and Tower Common Elements

No Unit Owner of a Tower Unit (except Tower Sponsor and any Tower Sponsor Successor) may perform any structural Work in or to his Tower Unit or any appurtenant Tower Limited Common Element without the prior written approval of the Tower Board. Such approval may be conditioned, in the discretion of the Tower Board, upon any reasonable condition, including but not limited to the execution of an agreement by the Tower Unit Owner, in form and substance satisfactory to the Tower Board, setting forth the terms and conditions upon which such Work may be performed, including but not limited to a requirement for compliance with the insurance requirements of the Condominium or the Tower Board. Except as otherwise provided in the Tower By-Laws, no Tower Unit Owner may perform any Work in or to the Tower Common Elements.

Notwithstanding the foregoing, Tower Sponsor and any Tower Sponsor Successor will have the right, without the approval of the Tower Board, the Condominium, or the Managing Agent, other Unit Owners or Permitted Mortgagees, Mortgage Representatives or any other mortgagees to: (a) perform Work in or to any Unsold Tower Unit, whether structural or non-structural, interior or exterior, ordinary or extraordinary, and (b) subdivide, combine and change the boundary walls of Unsold Tower Units; provided, however, that these actions comply with Applicable Law and do not impinge upon the Tower Common Elements appurtenant to a Tower Unit. See the Section of the Plan entitled **"Changes in Price, Sizes, Layouts and Number of Units."**

At the request of Tower Sponsor or any Tower Sponsor Successor, the Tower Board will execute any application or other document required to be filed with any Governmental Authority having or asserting jurisdiction in connection with any Work proposed to be performed by Tower Sponsor or any Tower Sponsor Successor, at which time Tower Sponsor or any Tower Sponsor Successor will indemnify and hold harmless the Tower Board and the Tower Unit Owners from any expense or liability by virtue of the execution of such application or other document.

BECAUSE RENOVATIONS IN A TOWER UNIT THAT INVOLVE THE ISSUANCE OF ALTERATIONS PERMITS BY THE DOB WOULD CAUSE DELAYS IN THE ISSUANCE OF THE PERMANENT CERTIFICATE OF OCCUPANCY FOR THE BUILDING, TOWER UNIT OWNERS WILL NOT BE ABLE TO APPLY FOR SUCH PERMITS, OR TO DO ANY RENOVATIONS REQUIRING SUCH PERMITS, PRIOR TO

THE ISSUANCE OF THE PERMANENT CERTIFICATE OF OCCUPANCY FOR THE BUILDING.

Rights of access

As more fully set forth in the Declaration and the Tower By-Laws, the Tower Board, the Condominium, the Managing Agent, the superintendent and other Persons authorized by any of the foregoing will have a right of access to any Tower Unit for the purposes, among others, of making inspections of, or removing violations of Applicable Law against any part of, the Property, curing defaults committed by a Tower Unit Owner under the Condominium Documents or correcting any conditions originating in any Tower Unit and threatening another Tower Unit or any Common Element. In addition, Tower Sponsor and any Tower Sponsor Successor, and their respective contractors, subcontractors, agents and employees will have a right of access to each Tower Unit and to all of the Tower Common Elements for purposes of performing certain Work in or about Unsold Tower Units and in fulfilling Tower Sponsor's obligations under the Plan.

Self-help

If any Tower Unit Owner shall fail to maintain or repair any part of the Property required to be maintained or repaired by him, or in the event of any breach of any requirement set forth in the Condominium Documents, then, as set forth in the Tower By-Laws, the Tower Board, the Condominium Board, and the Managing Agent shall have certain rights to perform such maintenance or repairs, or to cure such breach, at the Tower Unit Owner's expense.

Insurance

See the Section of the Plan entitled "**Rights and Obligations of Tower Board/Summary of By-Laws**" for a description of the insurance coverage provided by the Tower Board and a Tower Unit Owner's rights and obligations with regard to obtaining supplemental or additional insurance. Schedule B contains a summary of the insurance coverage which will be in effect at the First Tower Unit Closing.

BBWG

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April 25, 2017

MD Sheepshead Bay LLC
c/o Muss Development LLC
118-35 Queens Boulevard
Forest Hills, New York 11375

Re: 1 Brooklyn Bay Condominiums
The Tower Units in Sheepshead Bay Road Condominium
1524 Sheepshead Bay Road
a/k/a 1501 Voorhies Avenue, Brooklyn, N.Y.

Dear Sirs:

You have requested our opinion concerning: (i) the availability of certain deductions for Federal, New York State and New York City income tax purposes to persons who purchase for residential use ("Tower Unit Owners") residential Tower Units (the "Tower Units") in 1 Brooklyn Bay Condominiums (the Tower Units in Sheepshead Bay Road Condominium) (the "Condominium"), at 1524 Sheepshead Bay Road a/k/a 1501 Voorhies Avenue, Brooklyn, New York (the "Property"), and (ii) the treatment for such income tax purposes of the common charges to be paid or borne by such Tower Unit Owners. The Property is currently a two-unit condominium, and the "Tower Section" is now being converted to 56 individual Tower Units pursuant to an offering plan to be filed with the New York State Department of Law (the "Plan").

In connection with rendering this opinion, we have reviewed the Plan, relevant sections of the Internal Revenue Code of 1986 (the "Code"), the New York State Tax Law (the "State Tax Law"), the New York State Real Property Law (the "RPL"), the Administrative Code of the City of New York (the "City Code"), the regulations promulgated under each of the foregoing, regulations promulgated by the New York State Department of Law, and such other materials as we have deemed

relevant. Except where otherwise indicated, the terms used in this opinion have the same meanings as in the Plan.

The opinions expressed herein do not apply to Tower Units that are purchased for other than residential use, or to any non-residential Units.

I. DEDUCTIBILITY OF MORTGAGE INTEREST AND REAL ESTATE TAXES

A Tower Unit Owner will own his/her Tower Unit and its appurtenant interest in the Common Elements in fee simple. Therefore, each Tower Unit Owner may mortgage his/her Tower Unit and become individually liable for the payment of any finance charges or interest on such mortgage indebtedness. Also, each Tower Unit will be taxed as a separate tax lot for real estate tax purposes.

In our opinion, a Tower Unit Owner will, for Federal income tax purposes, be entitled to a deduction for mortgage interest under Section 163 and real estate taxes paid under Section 164, in the year paid in the case of cash basis taxpayers, or in the year accrued in the case of other taxpayers. Rev. Rul. 64-31, 1964-1 Cum Bull. 300. The deductibility of interest is also subject to Section 461(g) of the Code which states that no deduction will be allowed to a cash basis taxpayer in the year of payment for prepaid interest (other than "points" or origination fees paid in certain cases).

It is also our opinion that each Tower Unit Owner will, 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 mortgage interest and real estate taxes, in the case of cash basis taxpayers paid, or, in the case of other taxpayers, accrued, during the taxable year paid or accrued, as the case may be. Section 615 of the State Tax Law; Section T46-115.0 of the City Code. It should be noted, however, that for New York State and New York City income tax purposes, the deduction may be reduced if the Tower Unit Owner has more than a specified amount of tax preference items. Sections 615, 622 and 623 of the State Tax Law; Sections T46-115.0, T46-122.0 and T46-123.0 of the City Code.

II. COMMON CHARGES

Common Charges will be borne by all Tower Unit Owners and assessed and collected by the overall Condominium Board of Managers.

It is our opinion that, under Section 528 of the Code, the Board of Managers should be eligible to elect for the Condominium to be exempt from Federal income tax on Tower Common Charges collected from the Tower Unit Owners provided that the requirements of Section 528 are met. It is our opinion that the Condominium will qualify under Section 528 of the Code. Furthermore, we understand that New York State and New York City may follow the Federal income tax treatment of condominium associations, such as the Condominium, for purposes of imposing their respective income taxes (including the minimum amounts payable without regard to income) on such associations.

The Condominium By-Laws provide that the Board of Managers will act as the agent of the Tower Unit Owners. Thus, the Board of Managers may take the position that it is simply a conduit for receipts and payments of the Tower Unit Owners for whom it acts as agent and the Condominium is thus not a separate entity. In such case, the Tower Unit Owners would themselves be taxable on any interest or similar income which is earned from interim investments of the amounts which are assessed and collected from the Tower Unit Owners.

However, the Internal Revenue Service may contend that for purposes of those matters administered through the Board of Managers, such as the assessment and expenditure of Tower Common Charges, the Tower Unit Owners (through the Board of Managers) constitute an association taxable as a corporation. See Code Section 7701(a)(3); Treas. Reg. Sec. 301.7701-2; Treas. Reg. Sec. 301.7701-3(b)(2)(B). In such event, such an association may be deemed subject to the Federal corporate income tax (and, therefore, to New York State and New York City corporate income taxes, as well) on the portion of the Tower Common Charges which is deemed to constitute gross income of such association, to the extent that such portion (together with any income earned from other sources, such as interim investments of funds by such association) exceeds the current expenses paid or incurred through the association which are deductible for Federal income tax purposes. In such case, the Condominium would likewise be subject to the New York State Corporation Franchise Tax and the New York City General Corporation Tax.

In this regard, published rulings indicate that Common Charges which are assessed by a Condominium and designated for use solely to make specified capital improvements and which are maintained in a separate bank account should not constitute gross income to its Board, either because it is deemed to

receive and hold such Common Charges as agent for the Unit Owners from whom the assessments were collected (Rev. Rul. 75-370, 1975-2 Cum. Bull. 25) or because the assessed Common Charges are deemed to be non-taxable contributions to the capital of the association (Rev. Rul. 75-371, 1975-2 Cum. Bull. 25) (cf. Concord Village, Inc., 65 T.C. 14 (1975)). However, if treated as contributions to the capital of the association, it should be noted that when such amounts (together with any other funds accumulated by the association) are expended for capital improvements, the Internal Revenue Service may contend that the capital expenditures benefit the Tower Unit Owners, and that each Tower Unit Owner should therefore be subject to tax on his/her pro-rata share of the amounts expended.

In the event that the Condominium shall be required to pay any Federal, New York State or New York City income tax, and the Board of Managers shall make an additional assessment in order to meet this tax liability, it should be noted that the additional amount collected through such assessment may itself be subject to tax. See Old Colony Trust Co. v. Commissioner, 279 U.S. 716 (1929); Rev. Rul. 74-75, 1974-1 Cum. Bull. 19.

III. GENERAL

No representations or warranties are made that the Internal Revenue Service, the New York State Department of Taxation and Finance, or the Department of Finance of the City of New York will allow any of the aforementioned deductions or that the tax laws or the regulations or rulings issued thereunder, or any judicial interpretation thereof, upon which we, as counsel to the Sponsor, base our opinion, will not change. In no event will we be liable if at any time, for any reason, it is held that the Tower Unit Owners, or any of them, are not entitled to such income tax deductions.

We express no views as to any Federal, New York State and/or New York City tax consequences or as to any aspects of the Plan other than those consequences and aspects explicitly discussed in this opinion or as to the tax status and tax consequences of the Plan under the laws of any other United States or foreign jurisdiction. This opinion does not deal with tax consequences which may result from ownership of a Tower Unit in connection with the Tower Unit Owner's trade or business or for purposes of investment or the production of income, or which may result to a foreign Tower Unit Owner by reason of his/her foreign status. This opinion also does not deal with the tax consequences which may arise if Tower Units are acquired and/or

leased by the Tower Board of Managers, or with respect to whether a Tower Unit Owner may be deemed a resident of New York City due to ownership of a Tower Unit. This opinion does not deal with tax consequences which may result from ownership of unsold or occupied Tower Units. We therefore strongly advise each person contemplating the purchase of a Tower Unit to consult his/her own tax advisor as to all such tax matters (as well as with respect to the tax matters discussed in this opinion).

We make no warranty or representation that the Internal Revenue Service, the New York State Department of Taxation and Finance, or the Department of Finance of the City of New York will accept any or all of the views stated above. Moreover, the Federal, State and City tax laws and Regulations (and the rulings and decisions thereunder) may change from time to time, thereby affecting the views stated above in whole or in part.

We consent to the filing of this opinion as an Exhibit to the Plan and to the reference to our name under the appropriate caption in the Plan.

Very truly yours,

BELKIN BURDEN WENIG & GOLDMAN, LLP

Belkin Burden Wenig & Goldman, LLP

MARCUS & POLLACK LLP

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September 20, 2016

MD Sheepshead Bay LLC
c/o Muss Development, LLC
118-35 Queens Boulevard
Forest Hills, New York 11375

Attention: Mr. Joseph J. McKillop

Re: Real Estate Tax Projection
Sheepshead Bay Road Condominium
1501 Voorhies Avenue/1600 Sheepshead Bay Road
Block 7459, Lot 1002, Brooklyn

Dear Mr. McKillop:

You have asked us to estimate the real estate tax liability of a new multiple dwelling containing a total of 236 residential dwelling units and a total of 309,671 gross square feet of space. There will be a basement with tenant amenity space and 28 floors of residential and amenity space above grade, including a lobby and lounge space on the first floor, and a fitness center, game room, yoga club and dining room on the second floor. There will also be three levels of residential accessory parking, including one level below grade. The lower floors ("Base Unit") will contain 180 market rate residential rental units with approximately 219,913 gross square feet of residential floor area contained within a single condominium tax lot. The upper floors will contain 56 market rate residential condominium units ("Tower Units") which will each be designated by separate condominium tax lot numbers and have an aggregate floor area of approximately 89,758 gross square feet.

Presently, the property has been subdivided into two condominium units, one consisting of the Base Unit and the other, Tax Lot 1002, consisting of the Tower Units. You have advised us that an amendment to the condominium declaration will subdivide Tax Lot 1002 into individual condominium tax lots for each of the 56 Tower Units. At this time, the tax map for City of New York ("City") reflects the two-unit subdivision. The City's most recent final assessment and tax rolls, which are for the 2016/17 City tax year, reflect only the original single tax lot (Block 7459, Lot 67).

You have asked us to estimate the real estate tax liability for the 56 market rate residential condominium units comprising the Tower Units for the first year of condominium operation and upon Completion of Construction, as defined for purposes of partial exemption pursuant §421-a of the Real Property Tax Law ("§421-a"), and as discussed in the separate Marcus & Pollack LLP §421-a Opinion of Counsel letter. You have requested that we also estimate the real estate taxes for the 56 Tower Units that would be imposed if no §421-a real estate tax exemption benefits were available. This analysis does not provide an estimate of the real estate taxes for the Base Unit.

You have advised us of the following facts regarding the new multiple dwelling:

1. A new building permit was issued by the Department of Buildings on June 10, 2015. Commencement of Construction occurred on June 12, 2015, based upon the installation of the first footings for the building. The later of the two dates determines commencement as it is defined in the §421-a Rules.

2. It is anticipated that Completion of Construction will occur in February 2018.

3. An application for a §421-a Preliminary Certificate of Eligibility seeking a 15-year post-completion partial exemption from real estate taxes was filed with the New York City Department of Housing Preservation and Development ("HPD") in December 2015 and assigned Docket Number TEO 11472.

Discussion

You have advised us that the first year of condominium operation for the building is anticipated to run from January 1, 2018, through December 31, 2018. This period corresponds to the final six months of the 2017/18 tax year and the first six months of the 2018/19 tax year. Thus, real estate taxes for the first year of condominium operation will consist of real estate taxes based on six months of the 2017/18 tax year assessment and six months of the 2018/19 tax year assessment.

Real Property Tax Law Section 581 requires that the New York City Department of Finance ("DOF") assess residential condominiums without regard to their form of ownership. This requirement has been interpreted to mean that condominiums are to be assessed as if they were rental properties, thus requiring a valuation based upon the capitalization of theoretical net income utilizing rents imputed from comparable rental properties.

In estimating the future assessed valuations of the property, we examined comparable rents from other newly constructed residential buildings in the Sheepshead Bay area of Brooklyn, where the condominium is being constructed. In addition, we studied the assessed valuations of newly constructed residential buildings in areas comparable to the subject project. These comparable assessment studies have enabled us to ascertain the current assessing policies of the City of New York with regard to newly constructed residential buildings. However, there are no assurances that these policies will remain in effect and not be changed, or that the indicators of market value will not be adjusted prior to the completion of the project, resulting in an assessment differing significantly from the estimate contained herein. Further, our assessment estimates do not take into account any uptrend in value or future increases in the level of assessed valuations applied to the property.

In deriving our projected valuations for the Tower Units, we have placed greatest weight upon the assessed valuation studies. The comparable assessment studies generally indicate that the City's assessment of newly constructed residential condominium buildings is often lower than would normally be indicated by the capitalization of income method. All prospective purchasers should be advised that although our estimate of the property's assessed valuation upon completion is a good faith estimate, the assessment when actually made may be significantly less or greater than as estimated herein.

In arriving at the assessed valuation for each unit in the condominium, the building is first assessed in its entirety. The overall assessment is then apportioned among the respective units, each of which will be assigned a tax lot designation once the condominium declaration has been recorded with the City Register. In the past, the apportionment was based in part upon the proportion that the projected selling price presented in the Offering Plan for each residential unit bore to the gross sellout price for all residential units available for purchase in the project, and in part upon extrinsic indicia of value, including location, square footage, amenities, income producing potential and existing leases, if any, on particular units. However, more recently, DOF enunciated a policy which has allocated assessed values for the residential units within a condominium by utilizing each unit's respective percent interest in the common elements.

We make no representation that DOF will use any particular method to apportion assessed valuation among the units for the purpose of computing the portion of the condominium building's total assessed valuation that will be allocated to the units within the condominium building.

Estimated Residential Real Estate Taxes on Completion of Construction (Tax Year 2019/2020) Exclusive of §421-a Benefits

As it is anticipated that construction will be completed by February 2018, prior to the January 5, 2019, taxable status date governing the 2019/20 tax year assessments, tax year 2019/20 will be the first assessment roll to reflect a completed building. As discussed above, the statutory direction that DOF assess residential condominiums without regard to their form of ownership has been interpreted to require that they be assessed as if they were rental properties, thus requiring a valuation based upon the capitalization of theoretical net income utilizing rents imputed from comparable rental properties. After consideration of all relevant factors, we have estimated that DOF will value the 309,671 gross square feet of residential space in the condominium building at an assessed valuation factor of approximately $85 per gross square foot upon Completion of Construction for a total assessed valuation of $26,322,035 (309,671 x $85). Schedule B of the condominium declaration, which has been recorded with the City Register's Office, has allocated 67.73% of the condominium's common interest to the Base Unit and 32.27% of the common interest to the Tower Units. For the purposes of this analysis, we have assumed that DOF will allocate 32.27% of the condominium's assessed value upon Completion of Construction to the Tower Units. We therefore estimate that the total assessed value of the 56 residential units in Tower Units for the 2019/20 tax year would be $8,494,120 ($26,322,035 x 32.27%).

For the purposes of this analysis, we have assumed that the current class 2 tax rate for tax year 2016/17 of 12.892% will remain in effect for tax years 2017/18 through 2019/20. We have therefore estimated that upon Completion of Construction real estate taxes for the 56 Tower Units, exclusive of §421-a exemption benefits, will be approximately $1,095,062 ($8,494,120 x 12.892%).

Estimated Residential Real Estate Taxes on Completion of Construction (Tax Year 2019/2020) Inclusive of §421-a Benefits

The 236 unit residential development is the subject of a §421-a application seeking a 15-year post-construction partial exemption benefit. For all tax years during the §421-a construction benefit period, which may not exceed three years, and the post-construction benefit period, the minimum taxes payable under §421-a are no less than the product of the current tax rate for such tax year and the assessed value of the project site, both land and improvements, for the tax year immediately preceding the tax year during which construction commenced (the "Mini-tax" assessed value).

The 15-year §421-a program provides that for each tax year during the construction period the amount by which the total assessed value for such tax year exceeds the Mini-tax Assessed Value (the "Excess AV") will be subject to full exemption. For each tax year following Completion of Construction, the Excess AV is potentially subject to partial exemption, as limited by the §421-a Assessed Value Cap discussed below, in declining percentages, as follows:

Year Following Construction Period	Percentage of Excess AV Which is Exempt
1-11	100%
12	80%
13	60%
14	40%
15	20%

Based upon the June 2015 construction start date and the estimated February 2018 date for Completion of Construction, the maximum three year construction period would cover tax years 2016/17 through 2018/19. Tax Year 2019/2020 (July 1, 2019 - June 30, 2020) would begin the first year of the 15-year post-construction period benefit.

The Mini-tax assessed value for the Tower Units would be based upon the billable assessed value of the tax lots which formed the footprint of the new residential building during tax year 2013/2014.

According to DOF assessment records, the footprint of the new building will be constructed upon a parcel identified on the City's 2013/14 assessment roll as Block 7459, Lot 67. The assessment roll for tax year 2013/14 indicates that the billable assessed value of Lot 67 was $985,401. As Schedule B of the condominium declaration allocates 32.27% of the condominium's common interest to the Tower Units, we have estimated that DOF will assign 32.27% of the building's Mini-tax assessed value to the Tower Units resulting in an aggregate Mini-tax assessed value for the Tower Units of $317,988 (of $985,401 x 32.27%).

As discussed in greater detail in the separate Marcus & Pollack LLP §421-a Opinion of Counsel letter, the condominium project's §421-a benefit will be subject to an Assessed Value Cap beginning in the first tax year following Completion of Construction.

The Based on the current Class 2 tax rate of 12.892%, real estate taxes for the Tower Units upon Completion of Construction, with §421-a benefits, should be approximately $40,995 ($317,988 x 12.892%).

Assessed Value Cap was created by Local Law No. 58 of 2006 with an effective date of December 28, 2007. The law was codified as §11–245.1-b of the Administrative Code of the City of New York. Section 11-245.1-b(d) of the Code states, as follows:

> (d) The portion of the assessed valuation of any residential tax lot exempted from real property taxation in any year pursuant to section four hundred twenty-one-a of the real property tax law shall not exceed the exemption cap on or after the first taxable status date after the building on or containing such tax lot receives its certificate of occupancy.

In a February 10, 2016, e-mail communication with Theodore Oberman, DOF Director of Commercial Exemptions and Abatements, Director Oberman confirmed that it is DOF's position that the §421-a Assessed Value Cap does not apply to §421-a projects until the first tax year following Completion of Construction. Thereafter, the §421-a Assessed Value Cap is applied to the project for the duration of the post-construction benefit period.

The §421-a Assessed Value Cap, which would begin in 2019/20 at $89,975 per dwelling unit, would increase annually by 3% for the balance of the 15-year post-construction benefit period. As you have advised that Completion of Construction is not anticipated to occur until February 2018, the §421-a Assessed Value Cap should begin to apply to this project in tax year 2019/20 and should not apply during construction benefit years 2017/18 and 2018/19

For tax year 2019/20, the §421-a Assessed Value Cap for the single condominium unit consisting of the 56 Tower Units would be $5,038,600 (56 x $89,975) if the Tower Units continued to comprise a single condominium tax lot for that tax year. We have estimated that the total assessed value of the 56 Tower Units would be approximately $8,494,120 upon Completion of Construction and that the total Mini-tax assessed value for the Tower Units would be $317,988. Therefore, the Excess AV of the Tower Units would be approximately $8,176,132. If the Tower Units remained a single tax lot, this Excess AV would exceed the §421-a Assessed Value Cap of $5,038,600 by $3,137,532.

However, under the methodology currently applied by DOF, the §421-a Assessed Value Cap will be determined individually for each of the Tower Units when they are subdivided into separate condominium tax lots and separately assessed. The 2019/20 tax year's assessments may reflect such separate assessment. As the individual assessed values of the Tower Units will vary, some may have assessed values that are less than the §421-a Assessed Value Cap and others may have assessed values that exceed the cap.

For purposes of determining the real estate taxes, inclusive of §421-a benefits for the 56 Tower Units for the 2019/20 tax year, we make the simplifying assumption that each unit's §421-a exemption will equal the §421-a Assessed Value Cap applicable to that tax year. Therefore, the total tax exemption for the 56 Tower Units would be $5,038,600. Real estate taxes for the Tower Units, inclusive of §421-a capped benefits, would be $445,486 calculated as follows:

$8,494,120 — $5,038,600 = $3,455,520 taxable assessed value
$3,455,520 x 12.892% = $445,486 real estate taxes with §421-a Assessed Value Cap

Estimated Residential Real Estate Taxes Prior to Completion of Construction (Tax Year 2018/2019) Exclusive of §421-a Benefits

Based upon the anticipated Completion of Construction in February 2018, the 2019/20 tax year would be the first tax year to reflect the assessed value of the completed building. However, as the building is scheduled to be completed shortly after the January 5, 2018 tax status date governing assessments for the 2018/19 tax year, we have assumed for the purposes of this analysis that DOF will assess the new 236-unit building containing 309,671 gross square feet as if was substantially completed on January 5, 2018 and that the assessed value for the building would therefore be the same as it would be in tax year 2019/20, that is, approximately $26,322,035.

For purposes of this analysis, we again assume that DOF will allocate 32.27% of the condominium's total assessed value to the Tower Units. We therefore estimate that the total assessed value of the 56 Tower Units for the 2018/19 tax year would be $8,494,120 ($26,322,035 x 32.27%). Based on the current Class 2 tax rate of 12.892% for tax year 2016/17, we estimate that taxes for the Tower Units, exclusive of §421-a benefits, would be approximately $1,095,062 ($8,494,120 x 12.892%).

Estimated Residential Real Estate Taxes Prior to Completion of Construction (Tax Year 2018/2019) Inclusive of §421-a Benefits

Based upon the June 2015 date for Commencement of Construction, the 2018/19 tax year would represent the third year of the §421-a construction period during which the building is subject to the §421-a Mini-tax assessed value of 985,401. As Schedule B of the condominium declaration allocates 32.27% of the condominium's common interest to the Tower Units, we have therefore estimated that DOF will assign 32.27% of the Mini-tax assessed value of $985,401 to the Tower Units, giving them an aggregate Mini-tax assessed value of $317,988. Based on the current Class 2 tax rate of 12.892%, real estate taxes for the Tower Units upon Completion of Construction, with §421-a benefits, should be approximately $40,995 ($317,988 x 12.892%).

As explained above, the §421-a Assessed Value Cap should not apply to the condominium building for the 2018/19 tax year, the third construction benefit year and the year prior to the first tax year reflecting Completion of Construction.

Estimated Residential Real Estate Taxes Prior to Completion of Construction (Tax Year 2017/2018) Exclusive of §421-a Benefits

Based upon the anticipated Completion of Construction in February 2018, we have assumed that DOF tax will estimate that on the January 5, 2017, tax status date governing the 2017/18 tax assessment, construction of the new 236-unit residential building with 309,671 gross square feet would be approximately 65% completed. As previously discussed above, we have estimated that the total building assessment upon Completion of Construction would be $26,322,035. We therefore assume that DOF will estimate the 2017/18 total assessed value for the entire building to be 65% of the assessed value of the buildings upon Completion or $17,109,322. We further assume that DOF will then allocate 32.27% of the building's 2017/18 assessed value to the Tower Units giving them an aggregate assessed value of $5,521,178.

Assuming that the current tax rate of 12.892% for Class 2 residential buildings remains in effect, we estimate that real estate taxes for the Tower Units for the 2017/18 tax year, without §421-a benefits, would be approximately $711,790 ($5,521,178 x 12.892%).

Estimated Residential Real Estate Taxes Prior to Completion of Construction (Tax Year 2017/2018) Inclusive of §421-a Benefits

In tax year 2017/18, the building will be in the second year of the three-year construction period benefit and will be required to pay taxes based upon the Mini-tax assessed value allocated to the Tower Units at the 2017/18 Class 2 tax rate. As previously explained, the §421-a Assessed Value Cap should not apply to the construction period §421-a benefits. Accordingly, we estimate that the 2017/18 real estate taxes for Tower Units, with §421-a benefits, would be approximately $40,995.

Estimated Real Estate Taxes for the First Year of Condominium Operation Exclusive of §421-a Benefits

For the projected first year of condominium operation covering the period from January 1, 2018, through December 31, 2018, we have projected the real estate taxes for the 56 Tower Units, exclusive of §421-a benefits, to be $903,426 by pro-rating the projected taxes for the two tax years partially included in the projected first year of condominium operation, as follows:

Tax Year	Taxes for 12 months	Taxes for 6 months
2017/18	$ 711,790	$355,895
2018/19	$1,095,062	$547,531
Total		$903,426

Estimated Real Estate Taxes for the First Year of Condominium Operation Inclusive of §421-a Benefits

For the first year of condominium operation, covering the period from January 1, 2018, through December 31, 2018, we have projected the real estate taxes for the 56 Tower Units to be equal to the Mini-tax liability for the Tower Units, that is, $40,995. This value results from the fact that the entire building, including the Tower Units, would be subject to the Mini-tax during tax years 2017/18 and 2018/19. Once again, it should be noted that, as both 2017/18 and 2018/19 are construction benefit years for §421-a purposes, the §421-a Assessed Value Cap should not apply in either year.

Potential Diminution of 421-a Benefits for Excess Accessory Use Floor Area

RPTL §421-a(2)(d) and §6-06(b) of the §421-a Rules provide that §421-a tax exemption benefits will be reduced if the project's floor area of commercial, community facilities and accessory use space ("Ineligible Floor Area") exceeds 12% of the project's aggregate floor area. Aggregate floor area for this purpose is generally defined as the gross floor area on all levels, except mechanical space and below-grade accessory residential space.

You have advised that the project will contain accessory residential amenity spaces and accessory residential parking spaces. You have also advised that the first level of residential accessory parking will be below grade and the second and third parking levels will be located less than 23 feet above grade. HPD's Frequently Asked Questions dated June 17, 2004, states that residential accessory parking located below grade will not be included in any aggregate floor area calculation, and that parking at or above grade, but below 23 feet above curb level, will be treated as eligible residential floor area. Other residential accessory space above grade is considered Ineligible Floor Area.

Based on the information you have provided, the Ineligible Floor Area in the project would not exceed 12%. However, the Ineligible Floor Area for the project will be determined by HPD based upon review of the approved building plans and architect's affidavits filed with the Preliminary Application for a Certificate of Eligibility.

If HPD determines that the Ineligible Floor Area as a percentage of the aggregate floor area is greater than 12%, the §421-a exemption otherwise available for each tax year would be reduced by such excess percentage. For example, if the Ineligible Floor Area were 14% of the aggregate floor area, each of the estimated §421-a exemption amounts described above would be reduced by 2% and the taxable assessed values and tax liabilities would increase accordingly.

Limitations

The opinions expressed above are based on our interpretations of the Real Property Tax Law, the Administrative Code of the City of New York, the §421-a Rules in effect as of the date hereof, FAQ's issued by HPD and conversations with employees of HPD and DOF. You should be aware that the laws, rules, practices and positions of the Department of Buildings, DOF and HPD upon which this opinion is predicated may in the future be revised in a manner adverse to your interests, or that there may be an adverse interpretation of the law or regulations by one or more agencies of the City of New York, or courts of competent jurisdiction.

We shall not be liable if, because of any change of laws or rules, adverse determination on any unsettled law, or a changed interpretation by one or more agencies or courts of competent jurisdiction regarding said laws or rules, the project fails to obtain §421-a benefits in whole or in part.

The projections appearing in this analysis are merely estimates and do not take into account any future increases in the real estate tax rate for Tax Class 2 properties. The above opinion is based upon our understanding of the policies and procedures and practices of DOF and is not intended to be a guarantee or assurance that the tax assessments, taxes or tax savings herein discussed will be attained, that HPD will grant the §421-a Certificates of Eligibility or that DOF will implement §421-a benefits. Furthermore, we do not warrant or represent that DOF will allocate the total assessed value or the Mini-tax assessed value for the entire residential building to the 56 Tower units by reference to the percentage of common interests allocated between the Base and Tower Units as set forth in Schedule B of the condominium declaration.

Prospective purchasers should be advised that, while the estimates herein are based on the observed current practices of DOF in assessing new residential buildings, these practices are not consistently applied, and it is therefore not possible to determine the post-construction assessed valuation of this property with any degree of certainty. Further, the estimates presented here are based on the current policies and practices of DOF, which are subject to change without notice.

Prospective purchasers should be further advised that although the estimate of assessed valuation upon Completion of Construction is a good-faith estimate, such assessed valuation, when actually made, may be significantly more or less than as estimated herein.

Prospective purchasers should also be advised that the estimate of full taxes without 421-a benefits for the first year of condominium operation reflects, in part, the estimated assessed value for an incomplete building. The estimated reflecting a full year of taxes based on an assessed value as a fully completed building would be substantially greater.

This letter was prepared at the Sponsor's request. The figures set forth herein are approximations derived from the description of the site and planned building provided by the sponsor and are subject to variation. No government agency has passed upon these figures or estimates contained in the Offering Plan, and we offer no warranties as to real estate taxes for any period.

We hereby consent to the inclusion of this letter in the Offering Plan.

Very truly yours,

Marcus & Pollack LLP

Marcus & Pollack LLP

MP:md

MARCUS & POLLACK LLP

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September 20, 2016

MD Sheepshead Bay LLC
c/o Muss Development, LLC
118-35 Queens Boulevard
Forest Hills, New York 11375

Attention: Mr. Joseph McKillop

Re: Eligibility for §421-a Exemption
Block 7459 Lots 1001 & 1002 (f/k/a 67)
1501 Voorhies Avenue/1600 Sheepshead Bay Road, Brooklyn

Dear Mr. McKillop:

You have requested that we render our opinion as to the eligibility of a proposed new residential project to receive partial real estate tax exemption benefits pursuant to §421-a of the Real Property Tax Law ("RPTL"), §11-245 of the New York City Administrative Code and the Title 28 of Rules of the City of New York §6-01, and following ("Rules"), and the procedures for obtaining such benefits (collectively, the "§421-a program"). Unless specifically stated otherwise, the analyses and conclusions set forth herein are based on facts that you have given to us for review.

You have advised that the Project will consist of a new 28-story multiple dwelling containing a total of approximately 309,671 gross square feet of residential space. The residential space consists of 56 separately assessed residential condominium units contained within approximately 89,758 gross square feet of space offered for sale at market rates and 180 residential rental units contained within a single condominium tax lot with approximately 219,913 gross square feet.

The term Commencement of Construction is defined, for 421-a purposes, under §6-09(a)(1) of the Rules, to mean the later date to occur of (i) the date upon which a new metal or concrete structure to be incorporated into the multiple dwelling that shall perform a load bearing function for such multiple dwelling is installed; or (ii) the date upon which a building or alteration permit for the multiple dwelling (based upon architectural and structural plans approved by the Department of Buildings) was issued by such department.

You have advised us that a new building permit for the project based on approved architectural and structural plans was issued on June 10, 2015, and that the initial footings, which will become permanent load bearing elements of the building, were poured on June 12, 2015, and that commencement of construction, as it is defined in the §421-a legislation, occurred on June 12, 2015 during the 2014/15 tax year. You have further advised us that you expect construction to be completed and a Temporary Certificate of Occupancy obtained in February 2018.

I. Eligibility Requirements

To be eligible for §421-a tax benefits, a project must comply with each of the eligibility requirements set forth in §421-a and the Rules.

A. Location Requirements

1. Geographic Exclusion Area Limitation:

§11-245 of the Administrative Code of the City of New York provides that 421-a tax exemption benefits shall not be available for construction commenced after November 29, 1985, if the property is located in any of several Geographic Exclusion Areas ("GEA") of the City. Local Law No. 58 of 2006; Chapters 618, 619 and 620 of the Laws of 2007 and Chapter 15 of the Laws of 2008 set forth the various GEA within the five boroughs of the City. Where construction has commenced on new multiple dwellings on or after July 1, 2008, §§6-02(b)(2) and 6-02(c)(10) of the Rules provide that, under certain circumstances, 421-a benefits shall be available in the GEA. Those circumstances governing projects commenced after June 30, 2008, are as follows;

a. construction carried out with substantial governmental assistance provided pursuant to an Affordable Housing Program;

b. projects where The City's Department of Housing Preservation and Development ("HPD") certifies that twenty percent (20%) of the units in that building are affordable to households of low and moderate income ("Affordable Units"); or

c. construction is carried out via the purchase of negotiable certificates.

The HPD website provides a list of every Block and Lot in Brooklyn which is included in the GEA. Block 7459, Lot 67 is not included on the list of GEA parcels in Brooklyn. However, HPD warns that this list is not determinative as to whether or not a tax lot is located in the GEA. HPD advises applicants that the determination as to whether a parcel is located in the GEA will ultimately be made by reference to the statutory description of the Brooklyn GEA provided in RPTL§421-a 11(a)(i)-(ix).

You have advised us that the project site is located outside of the Geographic Exclusion Area for Brooklyn. Therefore, the applicant would not be required to obtain governmental assistance, provide onsite affordable housing or purchase negotiable certificates to qualify for 421-a exemption benefits. However, should the Project qualify for partial exemption from real estate taxes under the 421-a Program, it would be subject to an Assessed Value Cap following Completion of Construction as discussed in Section N below.

B. Site Requirements

RPTL §421-a(2)(d) and §6-02(f) of the Rules state that the land on which the building is to be constructed must have been vacant, predominantly vacant, under-utilized, or improved with a non-conforming use on the "Operative Date." The Rules define Operative Date to mean thirty-six months prior to the Commencement of Construction.

As previously stated above, you have advised us that construction began on June 12, 2015, during the 2014/2015 tax year. Therefore, the Operative Date is June 12, 2012, during the 2011/12 tax year.

You also advised us that the previously existing improvements on the site were demolished in 2008, and that on the Operative Date of June 12, 2012, and at all subsequent times until the commencement of construction, the entire site consisted of unimproved, vacant land. Consistently, the final assessment roll published by the New York City Department of Finance ("Finance") for the 2011/12 tax year indicates that Block 7459, Lot 67, was classified as vacant land and had an assessment reflecting only land value with no value of improvements. Accordingly, the site would qualify as an eligible site for §421-a purposes.

C. Public and Private Park Limitation

Pursuant to RPTL §421-a(e) of the Real Property Tax Law a site must neither be situated on land mapped as a public park nor have been utilized for ten or more consecutive years prior to October 1, 1971 as a private park. You have advised us that the site satisfies this requirement.

D. Project Requirements

1. New Multiple Dwelling:

RPTL §421-a(2)(c)(iv)and §6-02(b) of the Rules provide that a project is eligible for §421-a benefits only if it is a "new multiple dwelling" containing not less than four dwelling units. §6-02(c)(2) states that multiple dwellings resulting from the conversion or rehabilitation of a building or structure are ineligible for benefits. The project consisting of approximately 236 newly constructed residential condominium and rental units would constitute a new multiple dwelling for §421-a purposes.

2. Not Used as a Hotel or for Single Room Occupancy:

RPTL §421-a(2)(a)(i) and §6-02(c)(3),(4) of the Rules deem any building or portion thereof which is used as a Hotel or for Single Room Occupancy to be ineligible for §421-a benefits. You have advised that no portion of the floor area of the project will be used as a Hotel or for Single Room Occupancy.

E. Construction Requirements

1. Unit Size:

RPTL §421-a(2)(c)(9v) and §6-02(e)(2) of the Rules provide that in new buildings containing more than 100 dwelling units, not less than 15 percent of such units must contain at least 3.5 rooms and, in addition, not less than 10 percent of such units must contain at least 4.5 rooms. As the project will contain more than 100 dwelling units, these unit size requirements are applicable to this project.

You have advised us that approximately 95% of the residential rental units will have at least 3.5 rooms and that approximately 52% of the rental units will have at least 4.5 rooms. The project would therefore satisfy the unit size requirement.

2. Class A Unit Replacement:

§6-02(e)(3) of the Rules requires that a project with more than twenty (20) dwelling units contain at least five (5) dwelling units for each Class A dwelling unit in existence immediately prior to Commencement of Construction. The Rules define Immediately Prior to Commencement of Construction as the date one month prior to Commencement of Construction. As lot 67 will not have any building thereon immediately prior to Commencement of Construction, this requirement will be met.

F. Timing Requirements

1. Project Commencement:

§§421-a(2)(a)(iv)(a) and 421-a(2)(c)(ii) of the RPTL require that for all projects that are seeking §421-a benefits, Commencement of Construction shall occur prior to June 15, 2015. The New York State legislature extended the deadline for Commencement to December 31, 2015. As previously stated above, Commencement of Construction occurred on June 12, 2015, upon the pouring of the first footings.

2. Completion of Construction:

Completion of Construction is defined in the Rules as the date on which either a Temporary Certificate of Occupancy is issued for all residential areas of the new multiple dwelling or a Permanent Certificate of Occupancy is issued for the entire building.

§63-b of the Rent Act of 2015 (Laws of 2015, ch. 20) amended RPTL §421-a(2)(c)(ii), effective as of June 15, 2015, to provide that projects commenced between July 1, 1992, and December 31, 2015 must be completed by December 31, 2019.

As of this date, the HPD website states that the 2015 legislation requires any project that commences after June 15, 2015 and on or before December 31, 2015 to be completed on or before December 31, 2019 in order to qualify under the Existing Program. We understand that this statement reflects an interpretation of the legislation that limits the December 31, 2019, completion deadline to projects commenced (on or) after June 15, 2015. As you have advised us that construction commenced on June 12, 2015, the December 31, 2019, completion deadline would not apply to this project under HPD's current interpretation of the legislation. However, the legislation is susceptible to more than one interpretation, and HPD has not codified its current interpretation in an amendment to the Rules. Therefore, it would be prudent to assume that the December 31, 2019, completion deadline does apply to the project and that it is necessary to obtain a Temporary Certificate of Occupancy listing all of the apartments no later than December 31, 2019.

G. Rent Regulation Requirement

§421-a(2)(f) and §6-02(g)(2) of the Rules require that residential units contained within a building receiving 421-a benefits be subject to rent stabilization for the 421-a benefit period, unless exempt from rent regulation by reason of the cooperative or condominium status of the units. Inasmuch as the residential project will consist of 56 separately assessed condominium tax lots, these dwelling units need not be duly registered as rent stabilized with the New York State Division of Housing and Community Renewal.

However, in the event that a prospectus for condominium formation has been submitted to the Attorney General at the time of the Final Application for 421-a benefits, an affidavit will be required stating that the sponsor will register the units as rent stabilized with the New York State Division of Housing and Community Renewal within 15 months of the issuance of the Final Certificate of Eligibility if a cooperative or condominium has not been declared effective within such 15 month time period.

The portion of the project consisting of 180 residential rental units must be duly registered as rent stabilized with the New York State Division of Housing and Community Renewal and must remain rent stabilized for at least as long as the building receives 421-a benefits. In order for the market rate units to be deregulated upon termination of the 421-a benefits, the initial lease for the unit and all subsequent leases must contain a notice to the tenant, as detailed in the Rules and Regulations. In addition, the 421-a Rules require that the total monthly rental charged for the apartments in a building receiving program benefits may not exceed the maximum amount set by HPD. Furthermore, §6-04 of the Rules imposes a cap on the initial monthly rent which may be charged in a project receiving §421-a benefits. You have been advised of all of these requirements for 421-a eligibility.

§421-a (3) (i) of the Real Property Tax Law enumerates the various costs and expenses of 421-a projects that are utilized by HPD to determine the initial monthly rents that can be charged for the residential rental units. Essentially, the initial monthly rent is based on Fourteen Percent of the total project cost less estimated annual income from nonresidential space. While the total project cost includes such "soft cost" items as site preparation; architect, engineer and legal fees; and allowances for vacancies, contingency reserves and management fees, initial rents are generally most significantly affected by construction costs and land valuation. HPD provides a rent calculator on their website as guidance for determining the Schedule of Maximum Initial Rents.

H. Filing Application for Preliminary Certificate of Eligibility

Pursuant to §6-05(b) of the Rules, applications for the Preliminary Certificate of Eligibility must be filed with HPD after the Commencement of Construction but prior to Completion of Construction. As the residential project will include separately assessed condominium tax lots, the Application for a Final Certificate of Eligibility must be filed with HPD prior to the first taxable status date (January 5th) following the issuance of either a Temporary Certificate of Occupancy for all residential units in the project, or a Permanent Certificate of Occupancy for the entire building, whichever occurs first.

The Application for a Final Certificate of Eligibility for a multiple dwelling that will be operated as a residential rental building must be filed with HPD prior to the occupancy of the building. You must therefore file an Application for Final Certificate of Eligibility prior to occupancy of any of the 236 residential units. You have stated that you will file all required applications in a timely fashion. Both the Preliminary and Final Certificates of Eligibility and a §421-a exemption application must be filed with Finance.

I. Community Board Notice Requirement

RPTL §421-a(5) and §6-03 of the Rules require that a §421-a application for a project containing more than 20 dwelling units be submitted to the Community Board in the area in which the project is located. As the project will contain approximately 236 dwelling units upon completion, a copy of the 421-a application must be submitted to Brooklyn Community Board #15 after the application is filed with HPD.

J. Reduction of Benefit for Excess Commercial, Community and Accessory Use Space

RPTL §421-a(2)(d) and §6-06(b) of the Rules provide that §421-a tax exemption benefits will be reduced if the project's floor area of commercial, community facilities and accessory use space ("Commercial Space") exceeds 12% of the project's aggregate floor area. The Commercial Space for the proposed project that will be the subject of a §421-a application will be determined by HPD based upon review of the approved building plans and architect's affidavits filed with the Preliminary Application for Certificate of Eligibility.

K. Limitation of Other Real Estate Tax Benefits

§421-a(2)(c)(i) provides that a multiple dwelling shall be eligible for tax benefits pursuant to that section only if "exemption from taxes is not availed of concurrently under any other law." You have advised that the new multiple dwelling rental units will neither apply for nor receive exemption from taxes under any other law while receiving §421-a benefits.

L. Duration of Tax Benefit Period

The project would qualify for a partial exemption under § 421-a for the construction period, not to exceed three years, and for fifteen years following the taxable status date immediately following Completion of Construction. Subject to the Assessed Value Cap, under the fifteen year exemption benefit, that portion of the project's assessed value that exceeds the project's mini-tax would be partially exempted in the following percentages:

Year Following Construction Period	Exemption %
1-11	100%
12	80%
13	60%
14	40%
15	20%

In any tax year for which the assessed value that would be exempt pursuant to this schedule would exceed the Assessed Value Cap, the exempt assessed value will be reduced to equal the Assessed Value Cap for that tax year. The Assessed Value Cap is discussed below.

You have advised us that you anticipate Completion of Construction will occur in February 2018. Based on the construction start date of June 12, 2015, and February 2018 completion date, the project would qualify for a three-year construction period benefit for tax years 2016/17, 2017/18, 2018/19 and the 15-year post-construction benefit period would begin on July 1, 2019 (2019/20).

M. Mini-Tax

In addition to the foregoing taxes, §421-a (2)(b)(i) of the Real Property Tax Law requires that taxes shall be paid in each tax year during which 421-a benefits are received in an amount equal to the billable assessed value of the land and any improvements thereon during the tax year preceding the Commencement of Construction, this amount being referred to as the mini-tax assessed value, payable at the then current tax rate. The billable assessed value is equal to the lesser of the actual and transitional assessed values for each tax lot. Based upon the estimated date for Commencement of Construction that you have provided for this analysis, the mini-tax would be based upon the total billable assessed value of tax lot 67 during the 2013/14 tax year. The City's assessment roll reflects a billable assessed value of $985,401 for lot 67.

The mini-tax assessed value will be multiplied annually by the current Class 2 tax rate for residential properties. For purposes of this analysis, we have applied the current overall Class 2 tax rate for 2016/17 of 12.892%. The mini-tax for the project during the construction period and for the first eleven years thereafter would be $127,038 ($985,401 x 12.892%).

N. **Assessed Value Cap**

Where Commencement of Construction occurs after June 30, 2008, in any area outside of the GEA, and the project does not provide 20% onsite Affordable Units, benefits are subject to an Assessed Value Cap, which as of July 1, 2016 will be $82,340 per residential dwelling unit in a building. This exemption cap increases annually by 3%.

The 421-a exemption cap was created by Local Law No. 58 of 2006 with an effective date of December 28, 2007. The law was codified as §11–245.1-b of the Administrative Code of the City of New York.

§11-245.1-b(d) of the Code states, as follows:

> (d) The portion of the assessed valuation of any residential tax lot exempted from real property taxation in any year pursuant to section four hundred twenty-one-a of the real property tax law shall not exceed the exemption cap on or after the first taxable status date after the building on or containing such tax lot receives its certificate of occupancy.

Based upon the February 2018 estimated date for Completion of Construction, the first tax year in which the exemption cap would apply would be tax year 2019/20. In 2019/20 the exemption cap would equal $89,975 of assessed valuation per dwelling unit. Under Finance's current methodology, upon Completion of Construction, the residential rental portion of the project with 180 dwelling units would have an Assessed Value Cap of approximately $16,195,500 for the first year of the 15-year benefit period, which would increase by 3% annually for the duration of the 15-year benefit period, and the individual condominium units would have an Assessed Value Cap of $89,975 for the first year, which would also increased by 3% each year.

Assessments are reset annually. It cannot be determined at this time whether the future assessed values for future tax years will trigger imposition of the Assessed Value Cap. If the exemption otherwise available under 421-a exceeds the cap in any tax year, the assessed value in excess of the cap will be fully taxable. This could result in the 421-a benefits for this building being a relatively smaller benefit as percentage of the total tax liability, as compared to other buildings that have lower assessed values per unit or that enjoy 421-a benefits that are not subject to the Assessed Value Cap.

O. **Energy Star Requirement.**

§11-245.8 of the Administrative Code and §6-05(d)(1)(viii) of the Rules provide that, for any building for which §421-a benefits are conferred, certain household appliances that are newly installed or replaced must be certified as Energy Star, unless an appropriately-sized Energy Star appliance is not manufactured §6-05(d)viii(B)(a)-(b), of the Rules define "household appliance" as any refrigerator, room air conditioner, dishwasher or clothes washer, within a dwelling unit in the multiple dwelling that is provided by the owner, and any boiler or furnace that provides heat or hot water for any dwelling unit in the multiple dwelling, "Energy Star" is defined to mean a designation from the United States Environmental Protection Agency or Department of Energy indicating that a product meets the energy efficiency standards set forth by the agency for compliance with the Energy Star program.

P. **Multiple Dwelling Registration**

§6-05(d)(1)(viii) of the Rules provides that, any building for which §421-a benefits are conferred must be registered with HPD in accordance with the provisions of article two of subchapter four of the Housing Maintenance Code.

Q. **Prevailing Wage Requirement**

RPTL §421-a(8) provides that where Commencement of Construction of a multiple dwelling, as defined in the Rules, occurs on or after December 28, 2007, such multiple dwelling shall be eligible for tax benefits pursuant to that section only if "all building services employees regularly employed at the building, whether employed directly by the applicant or its successors, or through a property management company or a contractor, shall receive the applicable prevailing wage for the duration of the building's tax exemption." To be covered by this provision, such building service employees must perform work in connection with the care or maintenance of such building and be regularly scheduled to work for at least eight hours per week. Pursuant to §421-a(8)(c)(i) and (ii), these requirements shall not apply to projects containing less than fifty (50) dwelling units or to buildings where HPD certifies that at initial occupancy at least fifty percent (50%) of the dwelling units are affordable to individuals or families with a gross household income at or below one hundred twenty-five percent (125%) of the area median income. As construction on this project will commence after December 28, 2007 and the new multiple dwelling will contain more than 50 dwelling units, the project would be required to comply with the prevailing wage requirement. We suggest that you contact HPD in regard to any questions that may arise as to implementation of the prevailing wage requirements for this project as this subject matter is not within our firm's area of expertise.

R. Conclusion

If the foregoing information and assumptions are accurate and valid, and all of the 421-a requirements discussed herein are met, the Project should receive a partial exemption from taxation for local purposes, other than assessments for local improvements, for the construction period, not to exceed three years, and for fifteen years after the taxable status date immediately following the completion of construction, or the three year maximum construction period, whichever is less.

The opinions expressed above are based on our interpretations of the Real Property Tax Law, the Administrative Code of the City of New York, FAQ's issued by HPD, emails from representatives of HPD, conversations with employees of HPD and DOF, information obtained from REBNY, conversations with the staff of both HPD and DOF and the applicable Rules in effect as of the date hereof.

We note that HPD has not yet promulgated rules regarding some aspects of recently enacted legislation amending the 421-a program. You should be aware that the laws, regulations, practices and positions of the Buildings Department, Finance and HPD upon which this opinion is predicated may be revised in a manner adverse to your interests, or that there may be an adverse interpretation of the law or regulations by one or more agencies of the City of New York, or courts of competent jurisdiction. We shall not be liable if, because of any change of position, policy, laws and/or regulations, adverse determination on any unsettled law, or a changed interpretation by one or more agencies or courts of competent jurisdiction regarding said laws and/or regulations, the project fails to obtain, in whole or in part, § 421-a benefits.

No warranties are made herein nor are any assurances or representations given that HPD, Finance or any other agency with jurisdiction will approve the § 421-a application, nor is any warranty made or assurance or representation given that a court of competent jurisdiction will determine that the project is entitled to, in whole or in part, § 421-a benefits. In addition, no warranty is made nor any assurance or representation given that the laws, rules, regulations, policies, positions and practices upon which this opinion is based will not be changed after the date of this opinion. In addition, we do not warrant or represent the amount of tax savings should the project receive partial real estate tax exemption benefits.

This opinion is furnished specifically at the request of MD Sheepshead Bay LLC. The opinion may not be relied upon, furnished, circulated or quoted to, or used or referred to by any other person or entity, without the express prior written consent and approval of Marcus & Pollack LLP.

Very truly yours,

Marcus & Pollack LLP

Marcus & Pollack LLP

MP:md

REAL ESTATE TAXES

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

The New York City Department of Finance will determine the value of the Property annually and fix the "actual" assessment of the Property, based upon its market value. Changes in a property's "actual" assessed value from year to year due to changes in market value (and not due to new construction or alterations) are phased in over five (5) years at 20% per year, thereby producing a "transitional" assessed value. Real estate taxes are generally based on the lower of the "transitional" or "actual" assessed value. In the case of new construction, the two values are the same because the increases are not phased in.

Based on a letter dated September 20, 2016 prepared by Marcus & Pollack LLP (the "Real Estate Tax Letter") (a copy of which is set forth in the Plan), the estimated aggregate real estate tax obligations of the Tower Unit Owners of Tower Units for the first year of operations are estimated to be $1,095,062, without regard to any real estate tax benefits that the Tower Units might enjoy under Real Property Tax Law section 421-a. (A tax rate of 12.892% is assumed in the Real Estate Tax Letter with regard to the Tower Units.) The total assessed value of the Tower Units following the completion of construction is estimated to be approximately $8,494,120.

As indicated more fully in a second letter dated September 20, 2016 prepared by Marcus & Pollack LLP (the "421-a Real Estate Tax Benefits Letter") (a copy of which is set forth in the Plan), The Tower Units appear to be eligible to receive real estate tax benefits under New York State Real Property Tax Law §421-a; Tower Sponsor intends to apply for such benefits, and to prosecute such application to the fullest extent permitted by Applicable Law. The Property is not within a "geographic exclusion area" as that term is defined in §421-a[7](a)(ii) of that statute, and is, therefore, eligible to receive such benefits without being required to provide on-site affordable housing or comply with certain other conditions of such statute. Building service employees will be paid in compliance with statutory "prevailing wage requirements". Tower Sponsor intends that the Tower Units shall be exempted from the statutory obligation to register the

Tower Units as rent-stabilized by reason of the condominium status of the Property, which status will become effective upon consummation of the Plan. If, prior to such consummation, Tower Sponsor shall rent any Tower Unit (or portion thereof) to any person other than an "interim lessee", Tower Sponsor shall be obligated to abandon the Plan in accordance with the provisions of 13 NYCRR §§20.1(l)(2) and 20.5(g), AND MUST INFORM THE NEW YORK CITY DEPARTMENT OF HOUSING PRESERVATION & DEVELOPMENT ("HPD") OF ITS INTENT TO OPERATE THE TOWER UNITS AS RENTAL APARTMENTS, AND ALL TOWER UNITS WILL BE SUBJECT TO RENT STABILIZATION. IN ADDITION, TOWER SPONSOR SHALL HAVE FIFTEEN MONTHS FROM THE DATE OF ISSUANCE OF A FINAL CERTIFICATE OF ELIGIBILITY FROM HPD TO DECLARE THE PLAN EFFECTIVE, FAILING WHICH TOWER SPONSOR WILL BECOME OBLIGATED TO REGISTER THE TOWER UNITS AS RENT-STABILIZED AS THEY BECOME OCCUPIED.

As set forth more fully in the 421-a Real Estate Tax Benefits Letter, and in Schedule A, if the application for such real estate tax benefits is granted, the estimated annual aggregate real estate tax obligations of the Tower Unit Owners of Tower Units for the first year of eligibility, and for the ten years that follow subsequently, are estimated to total $127,038 per annum (instead of $1,095,062), with such reduction increment to diminish by approximately 20% in each of the twelfth through fifteenth years after construction shall have been completed.

Tower Sponsor will use its best efforts to obtain such benefits; Tower Sponsor anticipates, but does not represent, warrant or guaranty that such benefits shall be issued before the First Tower Unit Closing, or at all. If the benefits are not available, Purchasers will have no right to rescind their Purchase Agreements, and Tower Unit Owners will be responsible for all real estate taxes assessed against their respective Tower Units. If the benefits are not available or are revoked, the real estate taxes payable by Tower Unit Owners are projected to be approximately 8.6 times higher than if benefits were available. Tower Sponsor shall not be liable for any portion thereof, except to the extent that it is the Unit Owner of any Unsold Tower Units. See "**Special Risks**".

Tower Sponsor will file all applications and timely comply with all procedures required to properly process and maintain such benefits.

Tower Sponsor shall retain all records required by all State and City governmental agencies having jurisdiction over the issuance of such benefits, including but not limited to the New

York City Department of Housing Preservation & Development ("HPD"), and will make them available to HPD whenever requested to do so. HPD routinely conducts audits, which can result in the reduction or revocation of benefits if proper documentation is not provided.

Upon the First Tower Unit Closing, Tower Sponsor will make all documents relevant to such real estate tax benefits available to the Tower Board for inspection and copying for the life of the benefits.

Schedule A allocates the projected real estate taxes payable by the Tower Unit Owners in accordance with such Tower Unit Owners' respective interests in the Tower Common Elements. It is possible that the tax assessor of the City of New York may allocate assessments among Tower Unit Owners on a basis that differs from the allocation used in the Plan.

The opinions expressed in the Real Estate Tax Letter, and in the 421-a Real Estate Tax Benefits Letter, including the estimated real estate tax liability, are based on interpretations of Law, the Administrative Code of the City of New York and the applicable rules and regulations of the Department of Finance then in effect. They are not intended and should not be construed as representations or warranties.

Although in Tower Sponsor's opinion this method of calculating the real estate taxes applicable to each Tower Unit is reasonable, there can be no assurance that this method of calculation of real estate taxes applicable to each Tower Unit will be the final method used by the New York City taxing authorities in establishing the real estate tax assessment for each Tower Unit. If for any reason a different method of calculation is used or a different assessment placed upon any of the Tower Units by such authorities, real estate taxes may increase or decrease, depending upon the final decision of such taxing authorities. In addition, the Tower Sponsor anticipates that the real estate tax rate will increase in future years rather than remain constant as assumed in the example.

There are no real estate tax certiorari proceedings currently pending by the Tower Sponsor with regard to the Property.

Pursuant to Article II, section 2(q) of the Tower By-Laws, the Tower Board is authorized to file, prosecute, negotiate and settle, on behalf of all Tower Unit Owners, tax certiorari petitions and appeals for the purpose of reducing the assessed valuations of, and/or the real estate taxes due with regard to, all

Tower Units.

NEITHER THE TOWER SPONSOR, TOWER SPONSOR'S CONSULTANTS, TOWER SPONSOR'S COUNSEL, NOR ANY OTHER PERSON MAKES ANY WARRANTY OR REPRESENTATION AS TO THE AVAILABILITY OF REAL ESTATE TAX BENEFITS, THE AMOUNT OF SUCH BENEFITS IF AVAILABLE, THE ASSESSED VALUE OF ANY TOWER UNIT NOW OR PROSPECTIVELY, THE AMOUNT OF ANY TAX THAT WILL BE ASSESSED AGAINST ANY TOWER UNIT AT ANY TIME, OR THE AMOUNT OF REAL ESTATE TAXES PAYABLE AT ANY TIME BY ANY TOWER UNIT OWNER OR THAT THE TAX LAWS OR RULINGS OR JUDICIAL INTERPRETATIONS THEREOF, AND PURCHASER'S REAL ESTATE TAX LIABILITIES, WILL NOT CHANGE. IN NO EVENT WILL TOWER SPONSOR, TOWER SPONSOR'S CONSULTANT, OR TOWER SPONSOR'S COUNSEL BE LIABLE TO ANY PURCHASER UNDER THIS PLAN IN THE EVENT THAT THE RESULTING TAXES DIFFER FROM THOSE PROJECTED. IN THE EVENT THAT, FOR ANY REASON, THE SECTION 421-A BENEFITS ARE NOT ACTUALLY GRANTED, TOWER SPONSOR WILL AMEND THE PLAN TO REFLECT THAT FACT, AND EACH TOWER UNIT OWNER WILL BE LIABLE FOR THE PAYMENT OF FULL REAL ESTATE TAXES.

If the Tower Units have not been separately assessed for real estate tax purposes prior to the First Tower Unit Closing, then at the Closing of the purchase of each Tower Unit, the purchaser thereof will be required to deposit with the Tower Board an amount equal to ONE HUNDRED AND TWENTY FIVE PERCENT (125%) of the Tower Unit's proportionate share, based on its Tower Common Interest, of the aggregate real estate taxes assessed for the entire Property for the tax year during which such Closing shall occur, in a sum sufficient to permit the Tower Board to pay the proportionate real estate taxes due for such Tower Unit on the next-ensuing two quarterly, or one semi-annual, tax payment due dates (as the case may be) for the Property. In the event that the amount of such deposit shall be insufficient to pay such proportionate real estate taxes due for such period(s), or in the event that the Tower Units shall not have been separately assessed for real estate tax purposes prior to the tax payment due date next following such period(s), then the Tower Board shall impose on, and collect from, each Tower Unit Owner a Special Assessment in an amount sufficient to enable the Tower Board to pay the real estate taxes due for such Tower Units on all ensuing real estate tax payment due dates until the Tower Units shall have been separately assessed for real estate tax purposes.

INCOME TAX DEDUCTIONS TO TOWER UNIT OWNERS AND TAX STATUS OF CONDOMINIUM

The following summary is for informational purposes only and is based upon information provided by Tower Sponsor's Counsel, Belkin Burden Wenig & Goldman, LLP, set forth in the Section of the Plan entitled **"Opinion of Counsel"**.

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

It is the opinion of Tower Sponsor's Counsel that, under present law, under certain circumstances a Tower Unit Owner who uses his/her Tower Unit for residential purposes will, for Federal income tax purposes, be entitled to a deduction for mortgage interest and real estate taxes with regard to such Tower Unit in the taxable year in which the same are paid or accrued. It is also the opinion of Tower Sponsor's Counsel that, under present law, under certain circumstances each Tower Unit Owner who uses his/her Tower Unit for residential purposes will, for New York State and New York City income tax purposes, be entitled to the same deduction that is allowed for Federal income tax purposes for the mortgage interest and real estate taxes paid or accrued during the taxable year.

The aforesaid deductions, however, are subject to certain exceptions and limitations, which are more particularly discussed in the income tax opinion set forth in the Section of the Plan entitled **"Opinion of Counsel."**

Under Section 528 of the Internal Revenue Code, the Condominium Board may be eligible to elect for the Condominium to be exempt from Federal income tax on Common Charges collected from its Unit Owners provided that the requirements of Section 528 are met. However, because of certain tests for qualification, including the composition of the Condominium's receipts and expenditures, and because of certain ambiguities in the language of Section 528 which are not clarified by the legislative history, rulings, or regulations, it is not presently possible to determine the application of Section 528 to the Condominium. Accordingly,

while a Section 528 election may be contemplated, such an election may not be applicable to the Condominium. If an election under Section 528 is not available or in effect for a taxable year, the tax status of the Condominium will be governed by the rules in effect prior to the enactment of Section 528. Purchasers should note that, if the Condominium does not qualify for the election under Section 528, no monies have been set aside for possible taxes arising therefrom. Please see the Section of the Plan entitled **"Opinion of Counsel."**

Tower Common Charges will be borne by the Tower Unit Owners and assessed and collected by the Tower Board. See the income tax opinion in the Section of the Plan entitled **"Opinion of Counsel"** for a further discussion.

No representations or warranties are made that the Internal Revenue Service, the New York State Department of Taxation and Finance or the New York City Department of Finance will allow any of the aforementioned deductions or that the tax laws, or the regulations or rulings issued thereunder, or any judicial interpretation thereof upon which Tower Sponsor's Counsel has based its income tax opinion will not change. In no event will Tower Sponsor, the Managing Agent, Tower Sponsor's Counsel, or any other person connected with this offering be liable if, at any time or for any reason, it is held that any Tower Unit Owner is not entitled to such income tax deductions. In addition, none of the aforesaid make any representations or warranties with respect to the tax consequences of this Plan or the tax consequences or ownership of any Tower Units offered under the Plan, and no one has been authorized to make such representations or warranties.

NO WARRANTIES ARE MADE THAT THE INTERNAL REVENUE SERVICE, THE DEPARTMENT OF TAXATION AND FINANCE OF THE STATE OF NEW YORK OR THE DEPARTMENT OF FINANCE OF THE CITY OF NEW YORK WILL ALLOW INCOME TAX DEDUCTIONS. FURTHER, NO WARRANTIES OR REPRESENTATIONS ARE MADE THAT THE TAX LAWS UPON WHICH TOWER SPONSOR'S COUNSEL BASES ITS OPINION WILL NOT CHANGE AND IN NO SUCH EVENT WILL TOWER SPONSOR, ANY SELLING AGENT, ANY MANAGING AGENT, TOWER SPONSOR'S COUNSEL, THE TOWER BOARD, THE CONDOMINIUM BOARD, COUNSEL TO EITHER BOARD, OR ANY OTHER PERSON CONNECTED WITH THIS OFFERING BE LIABLE IF FOR ANY REASON IT SHALL BE DETERMINED THAT TOWER UNIT OWNERS DO NOT MEET OR AT ANY FUTURE TIME CEASE TO MEET THE REQUIREMENTS OF THE INTERNAL REVENUE CODE, THE NEW YORK STATE TAX LAW, THE NEW YORK CITY ADMINISTRATIVE CODE OR ANY AMENDMENT TO ANY OF THEM. MOREOVER, NONE OF THE AFORESAID MAKES ANY REPRESENTATIONS, GUARANTEES OR WARRANTIES WITH RESPECT TO THE TAX CONSEQUENCES OF THE OWNERSHIP OF

ANY TOWER UNIT OFFERED UNDER THE PLAN EXCEPT AS EXPRESSLY SET FORTH HEREIN, AND NO ONE ELSE HAS BEEN AUTHORIZED TO MAKE ANY REPRESENTATIONS, GUARANTEES OR WARRANTIES OTHER THAN THOSE CONTAINED HEREIN. EACH PURCHASER SHOULD CONSULT HIS OWN TAX ADVISOR AS TO THE TAX CONSEQUENCES OF THE PLAN AND OF TOWER UNIT OWNERSHIP.

WORKING CAPITAL FUND; CLOSING ADJUSTMENTS WITH TOWER BOARD; RESERVE FUND

Working capital fund

At the Closing of each Tower Unit being purchased from Tower Sponsor, the Purchaser thereof shall pay to the Tower Board an amount equal to three months' common charges for the Tower Unit, as a Working Capital Fund contribution.

The Working Capital Fund may be held or used for working capital, to make repairs and/or for such other appropriate purposes permitted under the Declaration and the Tower By-Laws as will be determined by the Tower Board in its sole discretion.

No representation is made that the Working Capital Fund will be, or is intended to be, adequate to cover expenses for the first or any subsequent year of condominium operation, including, without limitation, the cost of any necessary repairs or replacements. If additional funds are required over and above the Working Capital Fund, it may be necessary to increase the Tower Common Charges and/or to impose assessments on Tower Unit Owners pursuant to the Tower By-Laws.

While Tower Sponsor is in control of the Tower Board, the Working Capital Fund may not be used to reduce projected Tower Common Charges as set forth in this Plan.

THE PROPERTY IS OFFERED IN THE CONDITION AS SET FORTH IN THIS PLAN, WITHOUT ANY OBLIGATION ON THE PART OF TOWER SPONSOR OR THE SELLING AGENT OR MANAGING AGENT TO MAKE ANY REPAIRS OR IMPROVEMENTS, EXCEPT AS EXPRESSLY SET FORTH IN THIS OFFERING PLAN. NO GOVERNMENTAL AGENCY HAS PASSED UPON THE ADEQUACY OF THE WORKING CAPITAL FUND.

Reserve fund

There is no requirement under Applicable Law that Tower Sponsor establish any reserve fund, separate and apart from the working capital fund. However, pursuant to section 6.1.12 of the Bylaws of the Condominium, the Tower Board is required to establish and maintain a reserve fund consisting of cash, a letter of credit, or securities, in an amount equal to fifteen percent (15%) of the aggregate Tower Common Charges payable with regard to all Tower Units.

At the First Unit Closing, Tower Sponsor shall satisfy the Tower Board's initial reserve fund establishment obligation, voluntarily, by paying to the Tower Board the sum of $85,376, which amount is 15% of the Tower Common Charges budgeted for the first year of Condominium operation. However, since the Tower Board is obligated under the Bylaws of the Condominium to maintain such a reserve fund in an amount equal to 15% of the aggregate annual Tower Common Charges payable with regard to all Tower Units, in the event that the Tower Board shall expend any monies from such reserve fund, it shall be the obligation of the Tower Board to replenish the amount so expended so as to cause the balance of such reserve fund to once again equal 15% of the aggregate annual Tower Common Charges payable with regard to all Tower Units for such year.

In addition, beginning on the fourth anniversary of the date of the first Tower Unit Closing, the Tower Board shall be obligated to contribute to such reserve fund an additional $75,000 per year, with such latter sum to be adjusted annually for inflation in accordance with section 11.5 of the Bylaws of the Condominium. There is no assurance, and no representation is made, that the amount of such reserve fund will be sufficient to pay for needed capital expenditures for the Tower Section. In the event that the Property or the Common Elements require significant expenditures for substantial repairs, or renewal or replacement of building components or systems, or to remedy major building defects, in or affecting the Tower Section, it is possible that the amount of the reserve fund will not be sufficient to fund them, and it is likely that they will need to be funded through increases in Tower Common Charges, or special assessments, imposed on the Tower Unit Owners, or, less likely, through borrowing from a third-party lender, if available.

In addition, the requirement of the Tower Board for replenishment, if any, of such reserve fund, and the obligation of the Tower Board to contribute an additional annual contribution to such reserve fund in the amount of $75,000, adjusted annually for inflation, may itself require that Tower Common Charges be increased, or an assessment imposed on all Tower Unit Owners, to fund such obligations. See "**Special Risks**".

Closing adjustments with Tower Board

Immediately prior to the First Tower Unit Closing, Tower Sponsor shall apportion the following items (to the extent

applicable) with the Tower Board as of the day immediately preceding such closing:

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

(2) fees for assignable permits and licenses, if any;

(3) cost of fuel;

(4) charges for electricity and gas for the Tower Common Elements;

(5) payments under service and maintenance contracts and concession agreements;

(6) real estate taxes, water charges and sewer rents on the basis of the tax year for which assessed (unless separately assessed to individual Tower Units);

(7) cost of supplies on hand at Tower Sponsor's cost; and

(8) premiums for transferable insurance policies provided coverage of the policies conforms to that set forth in Schedule B.

If the result of the closing adjustments is a net credit in favor of the Tower Board, the Tower Sponsor shall pay or credit the amount thereof to the Tower Board at the First Tower Unit Closing. If, however, the result of the closing adjustments is a net credit in favor of Tower Sponsor, the amount of such net credit shall be paid to Tower Sponsor at the time of the First Tower Unit Closing out of the Working Capital Fund, only. In no event, however, shall such payments be made to Tower Sponsor to the extent that they would result in the reduction of the Working Capital Fund to an amount less than $5,000. If, because of the limitation set forth in the preceding sentence, Tower Sponsor is not paid the full amount of the net credit to which it is entitled at the time of the First Tower Unit Closing, the unpaid balance of the net credit in favor of Tower Sponsor shall be paid to Tower Sponsor by the Tower Board, without interest, in twelve equal consecutive monthly installments pursuant to the terms of a negotiable promissory note to be executed by the Tower Board at the First Tower Unit Closing. The Tower Board will be entitled to

prepay such promissory note in full only, at any time and without penalty.

MANAGEMENT AGREEMENT, CONTRACTS AND LEASES

Management agreement

Prior to the First Tower Unit Closing, the Condominium Board will enter into a management agreement with AvalonBay Communities, Inc., or an affiliate thereof, 275 Seventh Avenue, New York, New York 10001 as the Managing Agent of the entire Property (including the Tower Section) for a term of five (5) years subject to the right, among others, of either party to cancel the same for the other party's default in performing a substantial obligation under the management agreement, upon thirty (30) days' prior written notice (unless the defaulting party shall cure its default within such thirty (30) day period). Such initial five-year term is longer than the typical term in similar management agreements for newly constructed condominiums. In addition, the Condominium will have the right to terminate the management agreement for any reason or for no reason, upon thirty (30) days' prior written notice, at any time. However, notwithstanding anything to the contrary set forth in this Plan, for so long as any affiliate of AvalonBay Communities, Inc. shall own any portion of the Property (including but not limited to any interest in the Base Unit), AvalonBay Communities, Inc. shall have the right to remain as the Managing Agent for the entire Property.

The annual management fee payable by the Tower Section to the Managing Agent shall be limited to $30,000 per annum, which shall be payable in equal monthly installments, to be paid by all Tower Unit Owners as a component of their Tower Common Charges (see Schedule B). (The Base Unit Owner shall pay an additional management fee to the Managing Agent, which will not affect the obligation of the Tower Section to the Managing Agent.) The Managing Agent will be entitled to certain additional fees, commissions and reimbursement for certain special services performed by it. All such fees will either: (i) be paid by the Condominium Board and will be charged to all Unit Owners as a Common Expense, or, (ii) if appropriate, be paid by the Unit Owner, or the prospective purchaser or tenant, as the case may be, requesting the applicable special service.

The Managing Agent is legally, and will be contractually, obligated to manage the entire Building (including the Tower Units) in accordance with industry standards for fine buildings of its type, and in fulfillment of its fiduciary duties to the Base Unit Owner as well as to all Tower Unit Owners. Such fiduciary duties will require the Managing Agent to always act in the best interests

of the Tower Unit Owners. See **"Special Risks"**, and **Schedule B** and footnotes thereto.

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

(1) billing and collecting Common Charges;

(2) causing the Common Elements to be serviced, maintained, repaired and altered in the manner deemed advisable by the Condominium Board, except that the Managing Agent shall not enter into any written contract in the name of the Condominium Board in excess of $5,000 for repairs, replacements, alterations, improvements, utilities or services to or of the Property or equipment thereon, without the prior approval of the Condominium Board (other than in case of emergency);

(3) employing, training, supervising, and discharging such employees of the Condominium Board and the Tower Board, as are necessary for the operation and management of the Condominium, including the Tower Section;

(4) maintaining, in full force and effect, all insurance required by the By-Laws, reasonably required by the Condominium Board;

(5) maintaining records of cost and expenses incurred and income and receipts received in connection with the operation of the Property;

(6) furnishing to the Condominium Board and the Tower Board statements of operations of the Property and an annual budget, setting forth a detailed projection of cash receipts, cash receipts, cash expenditures, working capital and other necessary reserves and capital improvements and expenditures;

(7) attending meetings of the Condominium Board, the Tower Board and Tower Unit Owners; and

(8) paying, out of the operating accounts of the Condominium Board and the Tower Board, as the case may be, bills and invoices for the costs and expenses of operating the respective components of the Property.

The annual certified financial statement with respect to the Condominium will not be prepared by the Managing Agent. Such

statement will be prepared by an independent certified public accountant engaged by the Condominium Board, whose fees are to be paid by the Condominium Board and charged to the Unit Owners as a Common Expense.

All expenses incurred by the Managing Agent in performance of its duties will be reimbursed by the Condominium Board and charged to the Unit Owners as a Common Expense. In addition, the Condominium Board and the Tower Board, as the case may be, will indemnify the Managing Agent against any claims or liabilities in connection with acts properly performed by it pursuant to the instructions of the Condominium Board or the Tower Board, as the case may be, or for personal injury or property damage not resulting from the Managing Agent's negligence or willful failure to comply with its obligations under the management agreement.

If requested by the Condominium Board, the Managing Agent shall bond itself and all employees who handle, deal with or are responsible for monies of the Condominium Board and the Tower Board under a fidelity bond in the amount of $100,000 for each loss. The cost of the bond will be borne by the Condominium Board and charged to the Unit Owners as a Common Expense.

The Managing Agent shall have no power or right to assign any monies due to it under the management agreement or to delegate any of its obligations or responsibilities thereunder to any other person, firm or corporation without the prior consent of the Condominium Board.

Other contractual agreements

Upon commencement of condominium operation, the Property will be subject to the then existing service and concession agreements disclosed in the Footnotes to Schedule B; such Footnotes should be reviewed for full details of such agreements as may be in effect or proposed at the date of presentation of the Plan. The projected insurance coverage to be obtained for the first year of condominium operation is contained in the Footnotes to Schedule B.

Tower Sponsor has reserved the right, prior to the First Tower Unit Closing, to modify, renew and replace the existing agreements and to enter into new agreements that will be binding on the Tower Board, provided Tower Sponsor may not enter into any binding service or maintenance, or concession agreement for longer than two (2) years, unless same contains a provision permitting the

Tower Board to cancel the agreement from and after the second anniversary of the First Tower Unit Closing, upon giving not less than ninety (90) days' prior written notice.

IDENTITY OF PARTIES

Tower Sponsor

Tower Sponsor is MD Sheepshead Bay LLC, a New York limited liability company having an office at 118-35 Queens Boulevard, 16th floor, Forest Hills, New York 11375. Tower Sponsor was formed in 2013.

The Property is owned, and was acquired in 2014, by Sheepshead Bay Road Owner, LLC, a Delaware limited liability company having an office c/o AvalonBay Communities, Inc., Balliston Tower, 671 North Glebe Road, #800, Arlington, Virginia 22203. Neither Sheepshead Bay Road Owner, LLC nor Tower Sponsor are affiliated with AvalonBay Communities, Inc.

The Property was converted to a two-unit condominium, consisting of a Tower Section and a Base Section, pursuant to No-Action Letter No. NA 15-0229 issued to Sheepshead Bay Road Owner, LLC by the New York State Department of law on January 8, 2016, and a Declaration of Condominium dated January 13, 2016 and recorded by the City Register, Kings County as CRFN 2016000082310 on March 9, 2016 (the "**Declaration**"). The Declaration contemplated the subdivision of the Tower Section into the fifty-six (56) Tower Units, and the offering for sale of such Tower Units, as reflected in this Plan.

The members of Tower Sponsor are Jason A. Muss (as to a 75% interest), and The Joshua L. Muss Third Avenue Trust (as to a 25% interest). The principals of Tower Sponsor are Jason A. Muss and Joshua L. Muss. Messrs. Muss are members of the Muss family, members of which have been owners and investors in, and developers of, real estate in New York City for approximately more than 50 years, and were principal of entities that were the sponsors of the offering of cooperative units in The Midtown, at 109-23 71st Road, Forest Hills, New York 11375 (Filing No. C820103), and The Forestal Condominium, at 109-33 71st Road, Forest Hills, New York 11375 (Filing No. CD820083), as well as other condominium developments including, inter alia, the Oceana Condominiums complex in Brighton Beach, Brooklyn (including but not limited to the most recently filed offering plan therein, for Oceana Condominium No. 50, 50 Oceana Drive West, Brooklyn, New York 11235 (Filing No. CD120066), which was filed by the Department of Law on August 17, 2012), and the Woodbrooke Estates Condominiums complex in Staten Island. All such offerings have been completed. Messrs. Muss together own more than ten percent (10%) of the unsold units in the following:

The Midtown, at 109-23 71st Road, Forest Hills, New York 11375 (Filing No. C820103), and The Forestal Condominium, at 109-33 71st Road, Forest Hills, New York 11375 (Filing No. CD820083).

Neither Tower Sponsor nor its principals have, during the past five years, offered properties for sale as cooperatives, condominiums, planned unit development homes or time shares, other than as set forth above. Neither Tower Sponsor nor its principals own, as an individual, general partner, or principal, ten percent or more of the unsold shares or units in any cooperative, condominium or homeowners association within the State of New York other than the Property, and other than as disclosed above.

Neither Tower Sponsor, its principals, nor any entity in which the principals of Tower Sponsor were principals, have had within the past fifteen (15) years any prior felony convictions, or any prior bankruptcies, convictions, injunctions or judgments that may be material to the Plan or an offering of securities generally.

Tower Sponsor's attorneys

Tower Sponsor has retained the law firm of Belkin Burden Wenig & Goldman, LLP, 270 Madison Avenue, New York, New York 10016, to represent it in connection with the Plan. Aaron Shmulewitz, a member of that firm, prepared the Plan and the opinion rendered to Tower Sponsor with respect to the availability of income tax deductions to Purchasers and certain compliance with Section 339-i of the Condominium Act.

Managing Agent

AvalonBay Communities, Inc., having an address at 275 Seventh Avenue, New York, New York 10001, will be the initial Managing Agent for the entire Condominium (including the Tower Units, as well as the Base Unit). That firm is affiliated with the Declarant of the Over-Declaration. The Managing Agent has over 15 years' experience as a real estate manager, owner and investor. The Managing Agent currently manages the following properties, among others:

525 West 28th Street (Manhattan)
250 West 50th Street (Manhattan)
1 Morningside Drive (Manhattan)
4-75 48th Avenue (Queens)
343 Gold Street (Brooklyn)

Neither the Managing Agent nor its principals own, as an individual, general partner, or principal, ten percent or more of the unsold shares or units in any cooperative, condominium or homeowners association within the State of New York.

The Managing Agent is legally, and will be contractually, obligated to manage the entire Building (including the Tower Units) in accordance with industry standards for fine buildings of its type, and in fulfillment of its fiduciary duties to the Base Unit Owner as well as to all Tower Unit Owners. Such fiduciary duties will require the Managing Agent to always act in the best interests of the Tower Unit Owners. See Special Risks, and Schedule B and footnotes thereto.

Neither the Managing Agent nor its principals: (i) have had any prior felony convictions, or (ii) have had any prior convictions, injunctions or judgments 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 proposed Plan.

Selling Agent

The Selling Agent is Stribling Marketing Associates, Inc., having an address at 924 Madison Avenue, New York, New York 10021. The Selling Agent has been active in the sales of condominium units in New York for more than 15 years, and has acted as selling agent for condominium developments at the following properties, among others:

The Plaza Private Residences	(Manhattan)
141 East 88th Street	(Manhattan)
28 East 10th Street	(Manhattan)
360 Central Park West	(Manhattan)
1 Hanson Place	(Brooklyn)
20 Henry Street	(Brooklyn)
465 Pacific Street	(Brooklyn)

Neither the Selling Agent nor its principals: (i) have had any prior felony convictions, or (ii) have had any prior convictions, injunctions or judgments 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 proposed Plan.

Sponsor's Architect

The report on the physical condition of the Building included as part of the **"Description of Property and Building Condition"** contained in Part II of this Plan was prepared by Perkins Eastman LLP, having an address at 115 Fifth Avenue, New York, New York 10003 (the **"Architect"**). The Architect has had extensive experience with the conversion of New York City properties to condominium ownership, and the offering of new construction condominiums in New York City. The Architect has no financial interest in the Property, Tower Sponsor, the Declarant under the Declaration, the Managing Agent or any other party interested in this transaction, except for their fees for services rendered in connection with said report.

REPORTS TO TOWER UNIT OWNERS

It is the obligation of the Tower Board pursuant to the Tower By-Laws:

(1) To submit to all Tower Unit Owners within four (4) months after the end of each fiscal year of the Condominium an annual report of the receipts and expenditures of the Condominium (including the Tower Section), certified by an independent certified public accountant at least during the period that the Tower Sponsor is in control of the Tower Board;

(2) To give notice of each annual or special meeting of the Tower Unit Owners to all Tower Unit Owners then of record entitled to vote at such meeting prior to the date fixed for the meeting; and

(3) To prepare and distribute to all Tower Unit Owners, at least annually, a budget setting forth its projection of the Tower Common Expenses for the coming fiscal year of the Condominium not later than ten (10) days prior to the date upon which the first installment of newly determined Common Charges is due. While Tower Sponsor is in control of the Tower Board, the budget shall be certified.

DOCUMENTS ON FILE

Tower Sponsor shall 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 for copying at a reasonable charge, at the office of the Managing Agent for a period of six years from the date of the First Tower Unit Closing. Tower Sponsor shall deliver to the Tower Board a copy of all Condominium Documents filed with the appropriate recording office at the time of the First Tower Unit Closing.

The Declaration and the Tower By-Laws will be recorded in the Register's Office prior to the First Tower Unit Closing. In addition, a set of the Floor Plans showing the layout, locations and approximate dimensions of each Tower Unit and its unit number designation and tax lot number, certified by the appropriate Governmental Authority of the City of New York as conforming to the official tax lot number for each such Tower Unit, will be filed with the Register's Office when the Declaration is recorded.

GENERAL

The Plan does not knowingly omit any material fact or knowingly contain any untrue statement of a material fact. The Plan contains a summary of all the provisions of the various documents referred to herein, and prospective purchasers are urged to review the full text of each such document.

There are no lawsuits or other legal proceedings now pending, or any judgments outstanding, against Sponsor that could materially affect this offering, the rights of Purchasers of Tower Units, the Property, the Tower Section, the Condominium, or the operation thereof.

In accordance with the provisions of the Applicable Laws of the State and City of New York, neither Tower Sponsor nor any of its agents will discriminate against any person because of sex, race, creed, color, national origin, ancestry, or other ground proscribed by Applicable Law in the sale of the Tower Units offered by Tower Sponsor pursuant to this Plan or in the leasing of any such Tower Units or any other portion of the Property.

The Property has not been the subject of any prior cooperative or condominium offering, other than the underlying formation of the Condominium pursuant to No-Action Letter No. NA 15-0229, issued by the Department of Law on January 8, 2016. As of the Presentation Date, neither Tower Sponsor nor any representative or agent thereof have, in violation of Applicable Law, accepted deposits or advances of funds from, or made any preliminary offering to, or entered into any contract or agreement with, any person for the sale of Tower Units in the Property. All of the Tower Units are offered vacant.

Tower Sponsor reserves the right to revise, from time to time, the terms and conditions upon which Tower Units are to be sold and to otherwise revise this Plan, including revisions affecting the rights, obligations and liabilities of Tower Sponsor, Purchasers, or prospective Purchasers, without obtaining the consent of such Purchasers or others. However, Tower Sponsor may neither unilaterally cancel an outstanding Purchase Agreement, except as therein provided (such as in case of uncured default), nor unilaterally change the Purchase Price or the payment terms contained in such a Purchase Agreement. All substantive or material revisions will be contained in a duly filed amendment to this Plan. In the case of a material revision adversely affecting in any material respect the rights, obligations or liabilities of

then existing Purchasers or reducing the undertakings or obligations of Tower Sponsor, such Purchasers will be given the right to rescind their Purchase Agreements and be refunded all monies paid thereunder, with interest earned thereon, if any, within thirty (30) days after the presentation of the amendment. However, such rescission, as to a Purchaser who first became a tenant of the Property after the Presentation Date of this Plan, will be conditioned on the cancellation of any Interim Lease and surrender of possession of his Tower Unit within thirty (30) days thereafter.

All statements and representations made in this Plan with respect to items prepared by others have been made by Tower Sponsor in reliance upon the Persons responsible for the preparation of such items and their authority as experts.

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

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

TOWER SPONSOR'S STATEMENT OF BUILDING CONDITION

General

Tower Sponsor hereby adopts the report prepared by Perkins Eastman LLP, which is included as part of the **"Description of Property and Building Condition"** contained in Part II of this Plan. Tower Sponsor represents that, to the best of its knowledge, said report accurately states the description and condition of the Property as of the date of the inspection. Tower Sponsor further 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 Building Condition.

The proposed use of all Tower Units at the Property will be the same as the use to be indicated in the certificate of occupancy to be issued with regard to the Building; if applicable and necessary, such certificate of occupancy will need to be amended to provide for any use that does not conform to the uses stated in the certificate of occupancy.

Prior to the First Tower Unit Closing or within a reasonable period of time thereafter, Tower Sponsor will cause to be cured all violations of record against the portions of the Property comprising the Tower Common Elements as of the date of the First Tower Unit Closing (except violations caused by acts or omissions of Purchasers).

Prior to the First Tower Unit Closing, Tower Sponsor will also eliminate any dangerous or hazardous conditions of which Tower Sponsor has notice, including but not limited to "C" violations as defined in the New York City Administrative Code.

Copies of any notices of violations of record found pursuant to a search of the records of various municipal departments of the City of New York are appended to the Report.

Notwithstanding the above, once the Plan is declared effective, Tower Sponsor may nonetheless abandon the Plan on the terms and conditions set forth in the Section of the Plan entitled **"Effective Date,"** and upon such abandonment Tower Sponsor shall have no liability to Purchasers hereunder.

Tower Sponsor shall provide, at the date of the First Tower Unit Closing, where required by Applicable Law, current

Permits pertaining to oil storage and boiler safety inspection, if applicable.

As set forth in the report prepared by Perkins Eastman LLP and included as part of the **"Description of Property and Building Condition"** contained in Part II of this Plan, there are, in its opinion, no conditions at the Property that warrant repair or remediation.

Lead-Based Paint Disclosure

The United States Department of Housing and Urban Development, and the New York City Department of Health, have recently enacted various Applicable Laws that require, respectively: (i) disclosure by Tower Sponsor of information and reports in its possession regarding the presence of lead-based paint at the Property, and (ii) under certain circumstances, periodic inspections of Tower Units by the Tower Board and/or Tower Unit Owners, and, under certain circumstances, remediation and repair of areas on which lead-based paint is present and/or may be deteriorated. Prospective Purchasers are urged to review such Applicable Laws in order to determine the effect that any such Applicable Laws may have on such prospective Purchaser's purchase and/or ownership of a Tower Unit.

It is the opinion of Tower Sponsor that such Applicable Laws with regard to lead-based paint do not apply to the Property.

Tower Sponsor has no knowledge, records or reports of the presence of lead-based paint and/or lead-based paint hazards at the Property. Any knowledge, records or reports of the presence of lead-based paint and/or lead-based paint hazards that hereafter become known or available to Tower Sponsor will be disclosed to each prospective Purchaser under the Plan as and to the extent required by the Regulations, but need not be disclosed in an amendment to this Plan.

PART II

DESCRIPTION OF PROPERTY

For

SHEEPSHEAD BAY RESIDENTIAL TOWER

1501 Voorhies Avenue, Brooklyn, New York, 11235

Dated: March 15, 2017



19 March 17

REPORT INDICATING CONSTRUCTION TYPES AND MATERIALS FOR STRUCTURE LOCATED AT 1501 VOORHIES AVENUE, BROOKLYN, NEW YORK.

GENERAL

The following Description of Property and Specifications was prepared by the Architectural firm of Perkins Eastman Architects, and is included in this Offering Plan in reliance upon the expertise of such firm.

DESCRIPTION OF PROPERTY

The specifications which follow are intended to describe the nature of work, materials and equipment and to indicate the contemplated character of the Building. Except as otherwise provided in this general description, where alternatives are specified, or where a particular practice, method or design of construction, equipment, material or supply is not specified, the choice and decision of the Architect and Engineering consultants shall determine and be conclusive. In the event that the plans and specifications, as modified from time to time in accordance with provisions of the Plan, shall be inconsistent with this general description, the plans and specifications as modified shall govern. A copy of the plans and specifications (which contain details of the systems, materials and the names of the manufacturer and model numbers of equipment employed in the construction of the Building) are on file at the Selling Agent's office and will be available for inspection by prospective purchasers during normal business hours.

DESCRIPTION OF THE PROPERTY AND SPECIFICATIONS

A. Location and Use of the Property:

1. Address:	1501 Voorhies Avenue Brooklyn, New York, 11235
2. Block/Lot Number:	Block 7459, Lot 67
3. Zoning:	C 4-2/R6
4. Permissible Uses:	Residential, Community and Commercial. The Property and proposed uses will comply with all zoning and use requirements at closing. Commercial public parking will be located in a three level garage abutting the residential tower, with access from the cellar level and at grade. It will be a self-park facility, with security controlled fob-type access for resident use only.

B. Status of Construction:

1. Year built	The start date of the construction for the Tower was March 2015. The anticipated substantial completion date is approximately October 2017. The anticipated start date for the construction of the garage is August 2016. The anticipated date for substantial completion is April 2017. The dates for the start of construction and substantial completion are anticipated unless delayed by weather, strikes, lockouts, acts of God, shortages of, or inability to obtain, materials, equipment or labor, governmental restrictions or preemption, damage by fire or the elements or any other cause over which Sponsor has no control.
2. Class of Construction:	The building is classified as Class 1-B, non-combustible, and will conform to all applicable regulations of the Building Code of the City of New York (Building Code) 2008. Per the 2008 Building Code of the City of New York, the fire resistance rating for this building is two

Condition

hours for the structural frame, exterior and interior bearing wall(s), and also for floor construction. The roof construction is a minimum of one hour, per code.

3. Certificate of Occupancy: Prior to closing, the Sponsor will undertake to apply for a temporary Certificate of Occupancy for the building from the Department of Buildings of the City of New York ("Department of Buildings").

4. Permits

New Building- # 320627283-01-NB
New Building- Foundation # 320627283-01-FO
New Building- Earthwork # 320627283-01-FO-EA
New Building- Plumbing #320627283-04-PL
New Building- Fence #320627283-01-EQ FN

Scaffolding- Overhead Protection- #340386040-01-EQ-OT
Hoist- #340380625-01-EQ OT
Fence- #340301337-01-EQ FN
Sprinkler- #340249500-01-EW SP
Standpipe- #340249500-01-EW-SD
Safety Netting- #321381456-01-EQ OT
Support of Excavation- #321360004-01-EW OT
Temp Standpipe- #321116270-01-EW SD
Test Piles- #321093080-01-EW-OT

C. Site:

1. Size: The size of the Tower is approximately 278,246 gross square feet and the size of the garage is approximately 47,445 gross square feet with the structures located on a site with land area of approximately 101,786 square feet (2.337 acres).

2. Use of the Building: One residential tower will be constructed along with an adjacent garage space. The primary residential entrance will be on the North and South facades accessible from Sheepshead Bay Road and Voorhies Avenue respectively.

The residential tower will have a total of 236 Residential Units, of which 180 units will be for rentals, and 56 units will be for condominiums. The 56 units are to be sold pursuant to this offering.

Condition

3. Streets:

Sheepshead Bay Road and Voorhies Avenue abut the property. The streets are paved with asphalt, are owned and maintained by the City of New York, and are in fair condition. The roadway top course will be milled and resurfaced to a maximum of 5-feet past the centerline of the roadway. The extent of the work will be as directed by the NYCDOT field inspector

The streets abutting the property drain through existing catch basins to the New York City Department of Environmental Protection storm water drainage system.

4. Drives, sidewalks and ramps:

The sidewalks fronting the property will be replaced with new concrete sidewalks for the full width from the property line to the curb line. Sidewalks will be sloped for positive drainage and will be in compliance with ADA requirements. Similarly, sidewalks and drives within the site will also be sloped for positive drainage and will be in compliance with ADA requirements. Curbs abutting the property will be replaced with new steel faced or concrete curb as determined by zoning requirements. There will be a curb cut on Voorhies Avenue for vehicular entrance to the site.
The majority of the site's stormwater is collected via drainage inlets and is then detained in a series of 3-foot diameter HDPE pipes. Stormwater runoff from the building also ties into this system. The stormwater is then slowly released via an outlet control structure into the Voorhies Avenue storm sewer, to comply with NYC DEP requirements. The stormwater is treated to NYS DEC SPDES/SWPP requirements via a Contech stormwater treatment device prior to discharge.

Stormwater from the northern portion of the site is collected via drainage inlets and is then detained in a 2-foot diameter HDPE pipe. The stormwater is then slowly released via an outlet control structure into the Sheepshead Bay storm water, to comply with NYC DEP requirements. The stormwater is treated to NYS DEC SPDES/SWPPP requirements via a Contech stormwater treatment device prior to discharge.

Condition

D. Utilities

1. Electricity: A new electrical service consisting of 120/208 volt, 3-phase, 4 wire 60 Hz will be provided by Consolidated Edison Company (Con Ed) from a 1000KVA pad mounted transformer. The service will enter the building at the cellar level and will be terminated at the main electric service equipment located on the 1st floor. The electricity consumed by the Residential Units shall be electronically sub-metered by the landlord. The electricity consumed for the common areas and central systems serving the Building shall be borne by all Unit Owners as a common expense.

2. Gas: Gas will be provided by the National Grid Company and each residential building will be separately metered by National Grid in a central location. The cost of the gas consumed in each residential building (including all gas used for cooking purposes in the apartments) will be borne by the unit owners of that separate building as a common expense and rental units to be included on the rental price.

3. Water and Sewer: Water and Sewer service will be provided by the City of New York. Water service will be centrally metered and will be levied on the basis of metered usage and the cost of the same will be borne by the residential unit owner as a common expense to the building owner or condo association.

4. Telephone: Telephone service will be provided by Verizon and/or other service providers. Outlets will be provided in all living rooms and bedrooms. Every Unit Owner will be required to pay their associated telephone charges and initial charges for activating the outlets in the Unit. The telephone charges with respect to the public areas of the Building (such as the concierge's desk, maintenance offices, etc.) will be borne by all Unit Owners as a Common Expense.

Condition	
5. Television/Internet service:	Broadband and Video: Verizon and Spectrum Cable shall install and maintain Voice Broadband and Video service entering the building underground to an outside pole. Every Unit Owner will be required to pay their associated Broadband and Video charges and initial charges for activating individual outlets in the Unit. The Broadband and Video charges with respect to the public areas of the Building (such as the concierge's desk, resident manager's office, maintenance offices and shops, etc.) will be borne by all Unit Owners as a common expense.

E. Sub-Soil Conditions:

The soil stratigraphy at the site consists of a layer of 3 to 14 feet fill comprising of gray, black, and brown, coarse to fine sand with varying amounts of silt, gravel, concrete, brick, and cinders. The fill is underlain by brown to reddish-brown, coarse to fine sand with varying amounts of silt extending more than 100 feet below existing grades. No bedrock was encountered. The stabilized groundwater level measured at the site is approximately 6.5 feet to 8.5 feet below existing grades.

The new structure will be supported by two piling types; tapered, concrete filled steel piles, installed approximately 90 to 100 feet deep and drilled pressure-grouted micropiles installed approximately100 to 130 feet deep. Any post-construction differential settlement is within the above-ground structures tolerance.

According to the new Preliminary Work Data Maps issued by the Federal Emergency Management Agency (FEMA) in December 2013, the site is in Flood Zone AE. The new static Base Flood Elevation for Flood Zone AE (1%) annual chance flood) is el 10. Per FEMA, these Preliminary Work Data Maps represent the "best available data" that FEMA can provide on flood-hazard mapping at this time, and the maps are still a "work in progress" and are the official Preliminary FIRM Maps that will go through a public review before adoption.

Land subsidence, expansive soils and hazardous materials were not found by Langan during their investigation, or part-time inspections during

Condition

excavation for installation of foundations. This needs to be confirmed by the construction manager.

Langan is not aware of any uneven foundation movement of settling. This needs to be confirmed by the surveyor and construction manager.

Langan did not notice anything out of the ordinary with respect to moisture or seepage or ground water infiltration during our part-time foundation installation inspections. This needs to be confirmed by the surveyor and construction manager

F. Landscaping:

1. Grass cover:

With much of the open space of the project being landscape beds or steep slopes, the on-grade landscape consists of small areas of natural turf where possible. These are limited to the portion of the project south of the parking garage and some smaller areas along the access road and parking areas. The roof top area will contain synthetic turf on a large portion of the amenity space outside the pool area and adjacent to the outdoor BBQ and kitchen areas.

2. Plantings:

The project contains significant areas of on-grade landscape planting beds. In addition to the base of the building having a landscape border between the building façade and walks and the access drive, the perimeter areas of access walks and parking lots contain landscape plantings where turf would not be prudent.

On-grade landscape plantings consists of a variety of deciduous and evergreen shade and ornamental trees as well as a mix of large and small shrubs, ornamental grasses, and groundcovers and perennials for seasonal interest.

The existing slope area on the west side of the site will be difficult to maintain and will be permitted to

Condition

be a more natural landscape. Additional supplemental evergreen trees and shrubs that will be located in the field and allowed to naturalize while maintaining a diverse plant community.

Rooftop landscape areas will be contained within modular fiberglass planters and contain a mix of deciduous and evergreen shade and ornamental trees as well as a mix of large and small shrubs, ornamental grasses, and groundcovers and perennials. Fiberglass planters of various sizes are connected to accommodate the specific proposed plants and groundcovers.

3. Trees:

Where space permits, shade and evergreen trees will be planted along the access road and in areas large enough to support the proposed plantings. Trees have been selected that will survive the urban environment while providing seasonal interest and functional screening and shade.

4. Fencing, Gates and Garden Walls:

Depending on location and function, site fences and walls will be either metal picket, solid EFIS panels with louvered panels, vinyl coated chain link, and existing metal chain link along portions of the south, west, and north perimeter. Site walls along the east and north side of the site will be constructed of a modular concrete SRW (Segmented Retaining Wall) system with a metal picket fence on top. The wall material will be a formed block with the appearance of large stone blocks and be a natural limestone color. The top of the SRW walls will be flush with the interior portion of the project and the finished face of the wall will face towards the outside of the project. The north portion of the site walls will create a dog run area that will be entirely fenced and be surfaced with K-9 synthetic turf. The area will provide seating and planters with landscaping.

The existing chain link fence along the MTA right-of-way will remain and be repaired or supplemented as conditions and landscape dictates.

The rooftop amenity space will have a 6' foot high metal picket fence separating the swimming pool

Condition

area from the remaining rooftop amenity area. The pool area will have small seasonal cabana areas within the pool patio area that will consist of horizontal wood slat screen walls and fabric canopies.

Remaining perimeter areas will utilize the existing concrete garage roof parapet wall as the barrier.

G. Building Height:

1. Total height: The Residential Tower's main entrance lobby is located between Sheepshead Bay Road and Voorhies Avenue. The residential tower is a 28 story building (28 residential floors) totaling approximately 308'-10" high as measured from the concrete slab of the Ground level to the slab at the Mechanical Room roof bulkhead.

2. Sub-cellar: There is no sub-cellar.

3. Cellar: Residential Storage, Bike Storage, Maintenance Shop, and Pool Equipment Room.

4. Number of Floors above Grade: Residential Towers 28 residential floors

5. Equipment rooms: At the Cellar Level (el. +7'-2"), First Level (el. +13'-0"), Residential Tower roof level.

6. Parapet: The parapet and/or railing assemblies extend a minimum of 3'-6" above the roofs.

H. Occupancy:

Cellar Floor:

Residential Storage, Bike Storage and self-parking. Residential parking will be a self-park type operation. Residential Rental unit owners will contract directly with AvalonBay Communities Inc. for parking on a daily, weekly, monthly or other long term basis.

First Floor:

Residential Lobby, Leasing, Mailroom, Residential mechanical services and refuse collection/removal functions.

Condition

Section 20.7 Description of Property and Building

Second Floor:

There is no floor by this number. The next residential floor is numbered as 3.

Third Floor:

Residential indoor amenity spaces, consisting of a Lounge, Fitness Room, and Game Room, occupying one half of the floor. Access to the outdoor recreational amenities is via the Lounge, consisting of a Pool and deck, barbeque pits and bocce court. The remaining half of the floor is occupied with residential rental apartments.

Fourth through Twelfth Floor:

Residential rental apartments

Thirteenth Floor:

There is no floor by this number. The next residential floor is numbered as 14.

Floor: 14th- 18th Residential floors

Nineteenth Floor:

Sky Lounge residential amenity, serving the rental units only, and rental apartment units.

Floor: 20th through 27th, 28th (Penthouse Level 28), 29th (Penthouse Level 29), 30th (Penthouse Level 30)
236 units total, with Amenity spaces on the 3rd and 19th floors (19th floor is for the Rental units only).

Common Elements:

Generally, the common elements will consist of those parts of the building and all apparatus, installations, systems, equipment and facilities therein for the common use of the units and the unit owners, or which are necessary or convenient for the existence, maintenance or safety of the property.
The common elements will include, but not limited to all foundations, footings, columns,

Condition

girders, beams, supports, floor slabs, exterior walls, fire stairs, the corridors, fire rated partitions between units and/or public spaces, structural bearing partitions, common mechanical space below grade, common mechanical space on the first floor, the pump room, the gas meter, electric switch gear room, the compactor and service rooms, all roofs, elevator (including its shaft, pit and machine room), the landscaped outdoor spaces, the lobby and all other parts of the building and apparatus, installation systems, equipment and facilities therein (including pipes, wires, ducts, vents, cables, conduits, antennae) which serve, benefit, are necessary or convenient for the existence, maintenance or safety of the building.

I. Dimensions of the Units:

The approximate floor area of each Residential Unit has been measured from the exterior side of the exterior Building walls to the centerline of the interior walls and partitions separating the unit from another Residential Unit, public corridor, stairs, elevators, other mechanical equipment spaces or any other Common elements. Columns and mechanical pipes, and shafts are not deducted for the purpose of floor area measurements.

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

All dimensions are approximate and subject to normal construction variances and tolerances. Dimensions are maximum overall within a room or space.

The Sponsor reserves the right to make changes due to unforeseen conditions, in accordance with the Offering Plan.

J. Structural System:

The structural design of the foundations and superstructure will be in accordance with the New

Condition

Section 20.7 Description of Property and Building

York City Building Code 2008, including all regulations for wind and seismic loads.

The foundation system consists of a reinforced concrete mat slab with 13.375" dia 100'-0" long drilled micro piles supporting the west mat slab and 18" dia. 100'-0" long driven piles supporting the east may slab. Foundation walls are normal weight reinforced concrete.

The building's gravity system will consist of 8" to 10" thick flat plates, normal weight reinforced concrete slabs, supported by a grid of reinforced concrete columns and shear walls.

The lateral system consists of interior concrete shear walls perpendicular and parallel to the length of the building to resist the wind and seismic lateral loads.

No sub-grade drainage has been provided for the foundations of the building. The foundation waterproofing system is a waterproofing membrane with rigid insulation and perimeter drain board.

An 8" concrete slab will meet NYC 2008 Sound Transmission Class code requirements. For floor finishes such as vinyl or engineered wood flooring will require an underlayment to meet the Impact Isolation Class rating per code.

1. Exterior Walls, Windows and Doors:

All exterior walls shall consist of either a Window Wall system with insulated vision glass, insulated spandrel glass and insulated metal panels, or insulated metal panels on 5/8 inch thick Dens-Glass or equivalent approved type sheathing, structural metal C-studs (size and gauge as required) additional foil faced fiberglass batt insulation, as required, between the metal studs and gypsum board interior finish. Rigid insulation (R value = 5.0/inch), and all exterior wall assemblies are in compliance with the New York State Energy Code and fire resistance ratings in compliance with

Condition

the New York City Building Code. Exterior wall assemblies will be inspected at periodic intervals as set fourth under Local Law 11 of The City of New York.

All windows will have aluminum frames with a standard color PPG Industries, 'Acrynar' based paint finish as manufactured by Allan Windows Technologies. Aluminum windows will be both fixed and swing with a factory glazed insulated glass. All windows shall be provided with weather stripping and caulking and shall meet the requirements of New York State Energy Code.

Window and door units are designed to withstand without excessive deflection, damage or impairment of function the higher of the wind or seismic load established by the requirements of the New York City Building Code in order to determine the appropriate wind load requirements for this project.

Glazing and frames are designed to meet an STC35/OITC 28 for an insulated glazing unit consisting of ¼" glass, ½" air space, and ¼" glass.

The façade inspection cycle will begin five years after the Temporary Certificate of Occupancy is issued. The building must file for the applicable cycle. The cycles are staggered according to the last digit of the block number, therefore this project will have to file either cycle 9 or 10, depending on where the building falls within the Department of Buildings cycle.

The aluminum windows warranty will be a manufacturer's standard form in which the manufacturer agrees to repair or replace aluminum windows that fail in materials or workmanship within the specified warranty period. Failures include, but are not limited to, the following: 1. Failure to meet performance requirements; 2. Structural failures including excessive deflection; 3. Water leakage, air infiltration, or condensation; 4. Faulty operation of movable sash and hardware; 5. Deterioration of metals, metal finishes, and other materials beyond normal weathering; and 6. Insulating glass failure. The warranty period will be for three years from the

Condition

date of Substantial Completion. The warranty period for metal finishes will be for five years from the date of Substantial Completion; The warranty period for the glass will be for five years the date of Substantial Completion.

2. Parapets and Coping:

Parapets will be provided by extending the construction of the pre-fabricated window wall panels to the required parapet height. The parapet wall assembly will consist of structural concrete, a vapor barrier with insulation and composite metal panels finish on the exterior façade side and rigid insulation with protection board with a waterproof membrane on the occupant side and aluminum rails with glass panels where required, secured with anchors to the structure on the roof side of the façade.

Copings where required will be aluminum with a factory painted finish mechanically fastened and caulked.

3. Chimneys and Caps:

Boiler flues located on the roofs are constructed of U.L. listed factory build double wall steel chimney. All vents and caps will be provided in accordance with applicable codes. The flue will be enclosed in a concrete block and/or hourly rated gypsum wallboard shaft assembly.

Bathroom and residential kitchen exhaust vents will be provided with central fan systems exhausting to the exterior.

4. Balconies and Terraces:

Residential unit balconies will be comprised of reinforced concrete floors. Railings will be made of aluminum railings with glass panel inserts.

Residential unit terraces will consist of the roofing system specified in Section 7 below and will contain pre-cast concrete pavers on adjustable pedestals or pads.
Terrace and balcony doors as manufactured by Allan Windows Technologies, and will be glazed with insulated glass and frames will be finished with a standard color from PPG Industries, 'Acrynar' based paint finish to match the windows.

Condition

Doors shall be provided with weather stripping and caulking and shall meet the requirements of New York State Energy Code.

5. Exterior Entrances:

The main building lobby entrance and vestibule doors and frames will be aluminum, with a standard color from PPG Industries, 'Acrynar' based paint finish to match the Window mullions, and will have insulated glass units. Exterior entrance doors will be painted hollow metal. Exterior entrances, other than the primary residential lobby entrance, will be mastered-keyed with cylindrical locks and/or fob access.

The service entrance and egress stair exits will have painted hollow metal doors and hollow metal frames. The vehicular entrance to the garage will have a metal roll-up grille. The doors to the roof will be 1.5 hour fire rated, self-closing, hollow metal doors and metal frames complying with code.

Exterior stairs, where provided, are to be formed concrete with steel reinforcing, with steel insert railings. The exterior stair on the west side of the tower will be a metal stair and railing, painted. Exterior ramps, where provided, are to be pre-cast concrete pavers on adjustable pedestals or grouted and set over pitched concrete fill, or will be concrete with a non-slip surface.

Mailboxes are located in a designated area adjacent to the entrance lobby on the first floor of the residential towers. Mailboxes will be approved for use by U.S. Postal Service. Mailboxes will be front loading, horizontal apartment type mailboxes as manufactured by Auth-Florence Manufacturing Co., Series 4-C or equal as approved by the Architect.
Finish will be natural aluminum with a satin or brushed finish or as approved by Architect.
Lighting will be recessed and or surface mounted fluorescent or LED fixtures.

Walkway lighting will be provided and will include but not limited to bollards, pole and wall sconce types located at regular intervals.

Condition

6. Service Entrances:

Service doors will be 1.5 hour or 45 minute fire rated, self-closing, painted hollow metal doors and metal frames. Insulated doors will be provided at the refuse removal areas.

Stairs, where provided, are painted steel with open risers and treads of metal gratings, or the stairs are cast reinforced concrete. Handrails are painted steel pipe rails. Ramps, where provided, are to be cast concrete with painted steel pipe rails.
All Interior and exterior ferrous metals will be provided with a semigloss acrylic enamel finish system consisting of a ferrous metal primer and a two coat final finish.

7. Roof and Roof Structures:

The roof slab to be cast in place concrete. The bulkheads consist of stairs, elevator machine rooms and mechanical rooms. The elevator and stair bulkheads are comprised of shearwalls and/or concrete masonry units, with water proofing and insulation, and finished and metal panel cladding.

Roofing Type 1 shall be a fluid-applied protected membrane roofing and flashing system by Siplast Inc., or an approved equal in conformance with a Class I-90 acceptance by Underwriters Laboratories based upon testing performed in accordance with ASTM E 108 protocol on lightweight concrete insulating roof fill over a new structurally reinforced concrete deck. Insulating lightweight roofing fill and rigid board insulation will be installed in accordance with project specifications and submittals. The concrete roof deck will provide an acceptable roof deck including slope for the mechanical attachment of the related roof assembly. This system is to have a warranty period for five years from the date of Substantial Completion.

Roofing Type 2 shall be a modified bituminous membrane consisting of a sloped concrete topping with a composite-polyisocyanurate board insulation, 4" minimum thickness, with two-ply sbs modified asphalt sheet. A modified bitumen granulated surface will be provided as a walking surface around equipment. This system is to have a warranty period for twenty years from the date of Substantial Completion.

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The total roofing assembly system to provide an average roofing R value minimum of 20.

The warranty for the SBS-modified bituminous membrane roofing will be the manufacturer's standard form, without monetary limitation and signed by manufacturer, in which the manufacturer agrees to repair or replace components of the roofing system that fail in materials or workmanship within 20 years from the date of Substantial Completion. Failure includes roof leaks.

Flashing material shall include but not limited to aluminum cap and base flashing, roofing manufacturer's pre-molded/prefabricated reinforced membrane or coated metal flashing.

Roof drains will be cast iron with flashing collar, gravel stop and cast iron dome strainer. Roof drains to be controlled flow type as required by the City of New York. General purpose cast iron floor drains and area drains will be provided.

Gutters will not be used. All storm drains will be piped to city storm sewer through cast iron pipe.

Exterior metal stairs and hatches will be provided. Vertical aluminum ladders and mechanical cross over platforms will be provided as required for access to upper or lower roof areas and for access over roof mounted duct or piping enclosures.

Roof railings where indicated, will be aluminum type with internal steel support rails.

There are no skylights on this project.

There is a lightning preventer mast located on the roof-top at the highest point of the building.

The 3rd Floor swimming pool is part of an outdoor recreation area consisting of space above the parking garage, and outdoor loggia space, below the tower overhang. 100% of the garage roof and loggia areas will be utilized for recreation. The outdoor space has various seating areas throughout, including seating around the pool,

Condition

barbeque pits, planted areas, and a bocce court. The total combined square footage of the garage roof and area below the tower is 20,037 square feet. Egress off the roof is provided by two stairs- Stair H, on the north Stair G on the south side of the garage area. The starting at the west side of the garage, and moving in a clockwise pattern, the approximate dimensions for this space are 171'-0", 180'-8", 25'-0", 59'-0", 32'-0", 152'-5", and 64'-3", on the most southern end of the garage. It will constructed in compliance with the New York City Building Code 2008.

8. Fire Escapes:

No fire escapes are provided. All tower egress is by means of internal fire rated stair enclosures.

9. Yards and courts:

The residential street level entrances will consist of standard New York City Building Department concrete sidewalks, planter walls, formed concrete stars and pavement adjacent to residential entrances. There will be a rooftop outdoor amenity area that consists of landscaped walkways, seating and recreational areas which will be accessed through a lounge on the 3rd floor level.

Rooftop walkways will consist of unit pavers, concrete and/or rubber safety surfacing.

Drainage on the rooftop will be a combination of surface drainage that will be piped to cast iron roof drains cast into the concrete roof slab as well as a drainage composite board that will be under all proposed constructed elements.

Stair and ramp railings will be metal, or aluminum type with steel inserts.

Stairs are cast in place concrete and/or metal. Ramps are constructed out of sloped concrete with roof pavers set on adjustable pedestals, or with a non-slip resistant finish.

All fences will meet ADA and Building code requirements.

Condition

10. Interior Stairs:

All interior exit stairs, including intermediate landings are to be reinforced concrete. Stairs will be provided with continuous 1 1/4" metal piping railing.

All interior residential staircases will begin at the First floor level of the building, and terminate at the tower roof. To exit to the street, residents will exit through the main lobby or service corridor on the First floor. All stairways will be enclosed in two-hour rated fire walls at all floors. All partitions, concrete floors, walls and ceilings will be painted.

11. Interior Doors and Frames:

The entrance door and frame to each Residential unit will be hollow metal with wood trim on the entrance frames, 1 and 3/4 inch thick Fire-Proof, Self-Closure (F.P.S.C.) one and one-half (1-1/2) hour rated with a chime, a viewing device and stone saddle.

Residential Unit interior doors will be 1 and 1/2 inch thick, flush-panel wood in painted wood or metal frames with saddles as per the door schedule.

Stair, hall and corridor doors and frames will be painted flush-panel hollow metal, 1 and 3/4 inch thick, one and one-half (1-1/2) hour rated fire proofed self closure with stone saddles.

12. Elevators

The two high rise elevators, PE1-2, are gearless, overhead traction. The two low rise elevators, PE3-4, are machine-room-less traction A.C. gearless machine that uses a permanent magnet synchronous motor mounted to structure at the top of the hoistway. Elevator controls are a variable voltage, variable frequency duplex selective collective and group automatic for each group(high and low rise). Logic and control systems and machines for PE1-2 are located above the elevator shaft in a machine room. Logic and control systems for PE3-4 are located above the elevator shaft in a dedicated control room. Elevator components will be provided with the required.

The side entrance for PE1 will be used for the service needs of the building during off peak times.

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Drainage of the elevator pits will be accomplished by submersible pumps in sump pits

The elevator have the following characteristics:

PE1
Floors Served: Front:1,3, 20-30
Side: 1-30
Capacity: 3000lbs
Speed: 700fpm
Type of Operation: Duplex(PE1-2) with a independent riser on the side entrance.
Machine Type: Gearless Traction
Cab Interior Dimensions: 6'-8" wide x 4'-9" deep
Cab Shell Height: 10'-0"
Door Type: Front: 3'-6" wide, 7'-0" tall, Single Speed Center Opening
Side: 3'-6" wide, 7'-0" tall, Two Speed Side Opening
Fireman's Service: Yes
ADA Compliant: Yes

PE2
Floors Served: Front:1, 3, 20-30
Capacity: 2500lbs
Speed: 700fpm
Type of Operation: Duplex(PE1-2)
Machine Type: Gearless Traction
Cab Interior Dimensions: 6'-8" wide x 4'-3" deep
Cab Shell Height: 10'-0"
Door Type: Front: 3'-6" wide, 7'-0" tall, Single Speed Center Opening
Fireman's Service: Yes
ADA Compliant: Yes

PE3-4
Floors Served: Front:1-19
Capacity: 2500lbs
Speed: 700fpm
Type of Operation: Duplex
Machine Type: Gearless Traction
Cab Interior Dimensions: 6'-8" wide x 4'-3" deep
Cab Shell Height: 10'-0"
Door Type: Front: 3'-6" wide, 7'-0" tall, Single Speed Center Opening

Condition

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Fireman's Service: Yes
ADA Compliant: Yes

PE5 (Parking)
Floors Served: Front:G,P1,P2,P3
Capacity: 2000lbs
Speed: 75fpm
Machine Type: Holeless Hydraulic
Cab Interior Dimensions: 5'-8" wide x 4'-3" deep
Cab Shell Height: 8'-0"
Door Type: Front: 3'-0" wide, 7'-0" tall, Single Speed Side Opening
Fireman's Service: Yes
ADA Compliant: Yes

The traction elevators are to be installed by Rotavele Elevator with the engineering done by Hollister Whitney.

The hydraulic elevator is to be installed by Rotavele Elevator with the engineering done by Canton Elevator.

13. Elevator Cabs:

Elevator cabs and interior cab finishes will be a custom decorative metal finish and tile floor. Ceiling and lighting will be manufacturer's standard stainless finished metal panels with recessed ceiling downlight fixtures.

Each elevator cab will have the following alarm and safety features:
- A hands free communication device capable of calling the front desk and outside lines
- An emergency stop switch
- An "Alarm" button
- A Phrase II firefighter key switch

K. Auxiliary Features:

1. Laundry Rooms:

All Residential Units will be furnished with mechanical, electrical and plumbing connections for a washer and dryer. Dryers are electric.

2. Refuse Disposal:

The residential tower is provided with an automated waste/recycling system, as manufactured by Wilkinson Hi-Rise or equal, consisting of a centrally

Condition

located vertical chute with a chute vestibule room at every floor. The refuse chute will terminate at a compactor/waste recycling collection unit located at the First floor level. The bagged waste/recycled items are stored in containers for pick-up removal on the north side of the building, and within the first floor Trash Room. Trash pickup from the community is anticipated two times per week. Corridor trash rooms will be emptied daily.

Compactors and containers will be approved for use by the New York City Department of Sanitation. The compactor is by Wilkinson Hi-Rise. Model 350-C5 Trash Compactor, with a chamber capacity of 0.29 cy. Two are to be provided for this project.

3. Fitness Center:

There will be a Fitness Center (amenity unit), located on the 3rd floor with a maximum occupancy of 50. This facility is for residential occupants only. The fitness center is approximately 2,490 square feet. The fitness center will consist of an exercise equipment room. Exercise equipment will include but is not limited to treadmills, elliptical, rowers, equipment for arm/leg/chest strengthening, and universal gym equipment.
The fitness center will be part of the Residential Common elements and operated by AvalonBay Communities Inc. The operating and maintenance costs and expenses of the facility will be included in the Residential Common Expenses.

4. Swimming Pool:

A four foot deep outdoor pool surrounded with paved with recreational areas for cabanas and movable decks chairs and tables will be provided.

The rooftop amenity space will have a 6' foot high metal picket fence separating the swimming pool area from the remaining rooftop amenity area. The decking/roof materials are 24" x 48" precast concrete pedestal pavers, in a stack bond pattern. The pool deck size is 2,064 square feet, without a 5'-0" clear walkway around the pool perimeter. 2,870 square feet with the walkway included.

The pumping and filter system materials are that all piping for the filtration system is schedule 80 PVC. The pump is ITT Marlow 2-9SC, single stage end

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	suction centrifugal unit. . The filter is a commercial high-rate sand filter, Mer-Made Mdl. 132-64. The water heating equipment is a stainless steel brazed plate hot water heat exchanger, The pool is supported on W6 x 15 steel dunnage which rests on steel bearing plates cast into concrete girders provided by others.
5. 3rd Fl Outdoor Rooftop area	The swimming pool is part of an outdoor recreation area consisting of space above the parking garage, and outdoor loggia space, below the tower overhang. The outdoor space has various seating areas throughout, including seating around the pool, barbeque pits, planted areas, and a bocce court. The total combined square footage of the garage roof and area below the tower is 20,037 square feet. 100% of the garage roof is used for recreation. Egress off the roof is provided by two stairs- Stair H, on the north Stair G on the south side of the garage area. The starting at the west side of the garage, and moving in a clockwise pattern, the approximate dimensions for this space are 171'-0", 180'-8", 25'-0", 59'-0", 32'-0", 152'-5", and 64'-3", on the most southern end of the garage.
5. Package Room: Floor the residents.	A package room has been provided on the Ground for the concierge to receive packages for
6. Bicycle Storage Room: Cellar	A Bike Storage Room has been provided on the level to accommodate the residents. 118 storage units have been provide to accommodate 50% of the 236 units per code.
7. Storage Rooms: level	A Storage Room has been provided on the Cellar

L. Plumbing and Drainage:

1. Water Supply:	Domestic Water System: Domestic water shall be provided via a new 6 inch domestic service from the New York City public water system. The water pressure is to be boosted by means of a new

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automatic triplex constant pressure booster system located on the ground floor. The new booster system shall contain triplex pumps, a pneumatic pressure tank and automatic pressure controls to maintain water pressure in building. The domestic water service will be provided with a meter and backflow prevention. Domestic water shall be distributed throughout the building via new mains, branches and risers. Domestic water above ground shall be Type L hard copper tubing. The building domestic water system Peerless Model 310MSL143VFDTFGAF, each pump Peerless Model MSLO50B-2, each pump is rated at 155 GPM @330 feet head 25 HP each pump with 132 gallon, 125 PSI ASME Code construction diaphragm tank.

2. Fire Protection System:

a. Standpipes:

The building shall be provided with a new combination standpipe/sprinkler system; with a New York City approved hose valve connection to a 500 GPM new automatic fire pump located on ground level, fire pump room. The fire protection system is via a new 8" fire service with a backflow preventer from the existing the New York City public water system. The system shall be constructed of Schedule 40 screwed and Schedule 10 (sprinkler piping 2 ½" and over) rolled grooved black steel pipe. The building will be fully sprinklered in accordance with New York City Building Code and NFPA 13/2003. In each stair there will be one 6" fire stand pipe. In stair "A" combination fire stand pipe with sprinkler floor control assembly and 2 ½" fire hose valve on each floor. In stair "B" fire stand pipe with 2 ½" fire hose valve on each floor.

b. Hose racks, hoses and nozzles:

Hose racks, hoses and nozzles: New 2 ½" hose valves and fire hose cabinets shall be provided on all floors below grade. New 2 ½" hose valves shall be provided on each floor. Hoses with New York City approved nozzles shall be stored in a locked cabinet in the building lobby as per NYC Code for R-2 occupancies.

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All parking garage levels will be furnished with dry sprinkler system and dry standpipe system. A dry valve will be provided for each parking level.

c. Sprinkler heads:

Sprinklers supplied from the combination fire standpipe sprinkler risers will be provided with a new floor control valve with a tamper switch, water flow alarm and inspectors test rig at each floor. Standard pendant heads connected to the sprinkler system shall be provided in the trash compactor room and within the trash chute as required by New York City Building Code.

d. Siamese Connection:

Four combination standpipe/sprinkler Siamese connections will be provided. One will located on north side of the building, second will located on the east side of the building, the third connection will located on south-east side of the building in front of the parking garage and the fourth connection will be located on south side of the building facing Voorhies Avenue. The last fire department connection serves dry standpipe in garage level only.

Fire Hydrants: two fire hydrants will be provided. One will be located on the east side of the building and the second will be located on south-east side of the building facing the parking garage. The fire hydrants will be fed from 8" water service dedicated for building fire protection system.

3. Water Storage tanks:

None

4. Water Pressure and how maintained:

To provide a minimum of 30 psi at all fixtures-duplex constant-pressure booster system located at the cellar.

5. Sanitary Sewage System:

Sanitary water shall be collected by means of a series of no-hub cast iron sanitary and vent stacks with duplex ejector pumps located in the cellar for the sub-gravity system.

a. Sewage Piping:

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	No-hub cast iron above ground and hub and spigot below grade.
b. Sanitary Ejector Pumps:	Duplex ejector pumps, 107 GPM each @ 20.5 ft. head
c. Sewage Disposal:	10" combined house sewer exiting to Voorhies Avenue.
6. Permits required:	Sewer and water connection applications have been filed with the NYC Department of Environmental Protection. Permits to be obtained by plumbing and sprinkler contractors.
6. Storm Drainage System:	Storm water shall be collected by means of a series of roof-mounted drains and cast iron hub and spigot piping system, which is located in the building interior, and discharged, into the site storm water retention system. Storm water flow will be restricted by means of control drains. Maximum 3" water will be stored on the roof and will be discharged by means of roof drains with adjustable weirs to meet NYC DEP requirements.
a. Catch Basins:	none
b. Yard and Roof Drains:	Yard drains, terrace and roof drains are cast iron body type.
c. Piping:	No-hub cast iron above ground and hub and spigot below grade.
d. Sump Pumps:	none.
e. Two Sump Pumps:	All elevator pits shall be installed with sump pumps
7. Domestic hot water:	Will be generated from Building heating system Via Domestic-Water Generating Package. The building domestic water system will be separated in multiple pressure zones. Hot and cold water pressure reducing valves will be provided for low and mid zone. Domestic hot water system will be furnished

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with domestic hot water temperature maintenance system (HWAT system).
The piping system will consist of type L copper tubing with 95-5 tin-antimony soldered joints. All mains and risers will be insulated. All hot and cold water piping will be insulated throughout. Hot water to the Condo Units will be sub-metered, and the respective costs will be borne by the Condo Unit Owners.

M. Heating:

1. Heating:

The primary form of heating in the building shall be water-source heat pump units. The heat pump units absorb heat from a heat pump water loop. Heat shall be added to the heat pump water loop via gas fired hot water boilers located in the mechanical equipment room on the ground floor. Hot water circulating pumps will inject hot water into the heat pump water loop to maintain temperature during heating operation. Perimeter bathrooms and kitchens will be provided with supplemental electric unit heaters. Portions of residences located above outdoor terraces or other unheated spaces will be provided with supplemental electric radiant floor heating. Entrance vestibule, entrance to stairwells and the tops of stairwells and exits to the roof are to be heated with electric resistance type heaters or cabinet unit heaters. The heating system shall be capable of maintaining space temperatures of 68 degrees when the outdoor temperatures are not less than 11 degrees. The system is designed to meet the New York City and New York State Energy Codes

2. Number of Boilers and Description:

Three (3) gas-fired condensing boilers.

3. Boiler Manufacturer:

AERCO or approved equal, Model # BMK6000. Input for each boiler is 6,000 MBH. Boiler thermal efficiency at operating conditions 94.5 % AHRI. Boiler warranty is 18 months.

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4. Burners: AERCO or approved equal.

   Domestic Hot Water will be generated by listed above boilers.

5. Type of Control: Boilers will be provided with an automatic control system that will stage the boilers to maintain water temperature set point in the heat pump loop

6. Fuel: Natural Gas, only. Provided by National Grid.

7. Location of oil tank: not applicable

8. Capacity of oil tank: not applicable

9. Thermal Insulation for indoor piping: 1-1 /2" for hot water piping equal and smaller than 1-1/2". 2" insulation for piping larger than 1-1 /2".

10. Thermal Insulation for outdoor piping: 3" insulation with electric heat tracing for all outdoor condenser water piping.

11. Thermal Insulation for indoor ductwork: 1-1 /2" for supply air ducts, mineral –fiber blanket, R-5. 2" for outside air ducts, mineral –fiber board, R-5.

12. Thermal Insulation for outdoor ductwork: 2" for all ducts, mineral –fiber, R-8.

N. Gas Supply:

1. Type: Gas service is provided for cooking ranges, boilers, roof-top air handlers and emergency generator

2. Meters: There will be one common meter for Apartment gas cooking ranges. There will be one meter for building heating and domestic hot water system via the boilers and rooftop (corridor and home office) ventilation/heating units. There will be one meter for emergency generator.

3. Piping Material: Black steel Schedule 40 pipe with threaded malleable iron fittings for low pressure piping 3-inch and smaller; welded joints for low pressure piping over 3-inch. High pressure piping upstream of pressure regulators to be welded and radiologically examined.

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4. Gas service: The building will be provided with high gas pressure. Pressure reducing valves will be provided for both gas services

O. Air Conditioning:

The primary form of cooling in the building shall be via water-source heat pump units rejecting heat to a heat pump water loop. Separate water-cooled AC units, packaged or split air cooled heat pump units will be provided for elevator machine rooms. Cooling, heating and ventilation of corridors will be provided by a roof top packaged air cooled direct expansion unit with gas fired heating coil and energy recovery section. Makeup air for Penthouse range hood exhaust will be provided by a roof top packaged air cooled direct expansion unit with gas fired heating coil. The air conditioning system is designed to meet all requirements of the New York State Energy Code.

1. Type of System: Water-source heat pump units rejecting heat to a heat pump water loop.

2. Central System: One cooling tower pump (second pump is standby) shall circulate water through the cooling tower side of the heat exchanger. One heat pump water loop pump (second pump is standby) shall circulate water through the heat pump water loop side of the heat exchanger. The condenser water pumps sizing will be based on the peak "block" cooling load for the Building, calculated in accordance with ASHRAE Guide recommendations and the New York State Energy Code

3. Cooling Tower: There will be one (1) cooling tower with two (2) cells on the roof. The cooling tower shall be similar to Baltimore Aircoil Company, Model PT2-1009A-3N2/WQ. Unit shall be rated at 85°F LWT, 78°F WB ambient air.

4. Individual Units: Individual units are designed to meet all requirements of New York State Energy Code. Cooling capacities are based on ASHRAE and ARI conditions of 89 degree F DB/73 degree WB outside, 75 degree F DB/63 degree F WB inside air. Individual residential units will be provided with water source, electrically driven heat

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pump units of capacities shown on plans. Quantities of units for each type as shown on plans; EER ratings and amperage as indicated on table below meeting or exceeding requirements of New York State Energy Code. Heat pump units were sized for the estimated individual peak cooling-heating requirements of each residential unit. Thermostats are remote programmable electronic wall mounted type, to control each individual heat pump units corresponding heating or cooling as required.

5. Water source heat pumps/water-cooled AC units shall be as follows:

Symbol	Manufacturer / Model	CFM	Condenser Water Data - Water Flow (GPM)	Cooling Capacity (Total MBH)	Heating Capacity (Total MBH)	Total Unit FLA	EER	COP
VHP-A	Ice-Air/ 8VSHPW09	366	2.3	10.0	12.1	4.4	14.6	6.17
VHP-B	Ice-Air/ 8VSHPW12	555	3.0	13.8	15.4	5.9	14.3	5.84
VHP-C	Ice-Air/ 8VSHPW15	573	3.8	17.4	19.5	6.8	14.0	5.10
VHP-D	Ice-Air/ 8VSHPW18	608	4.5	21.8	22.0	8.9	13.7	5.19
VHP-E	Ice-Air/ 8VSHPW24	804	6.0	29.4	22.0	15.3	13.9	5.56
AC-1	Florida Heat Pump/ EC151	3500	32.0	124.8	135.0	12.2	16.0	n/a

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Symbol	Manufacturer / Model	CFM	Condenser Water Data - Water Flow (GPM)	Cooling Capacity (Total MBH)	Heating Capacity (Total MBH)	Total Unit FLA	EER	COP
AC-2	Task/ TGU153VWV	4500	34.2	163.0	290.0	50.5	14.6	n/a
AC-3	Florida Heat Pump/ EC120	3400	32.0	115.8	122.0	9.2	13.2	n/a
AC-4	Florida Heat Pump/ LV036	1350	9.0	35.2	38.0	4.3	14.7	n/a
AC-5	Florida Heat Pump/ LV036	1200	10.6	38.2	25.7	4.4	14.7	n/a
AC-6	Florida Heat Pump/ LV036	1000	6.3	35.8	-	4.4	14.7	n/a
AC-9	Florida Heat Pump/ LV012	250	2.8	10.4	6.9	0.96	12.2	n/a
AC-12,13	Florida Heat Pump/ LV060	1700	14.0	55.3	76.9	5.5	14.3	n/a

6. Split Air-cooled heat pump/Packaged rooftop air-cooled AC units shall be as follows:

Symbol	Manufacturer / Model	CFM	Cooling Capacity (Total MBH)	Heating Capacity (Total MBH)	Total Unit FLA	EER	Et (Gas Heating Thermal Efficiency)

Symbol	Manufacturer / Model	CFM	Cooling Capacity (Total MBH)	Heating Capacity (Total MBH)	Total Unit FLA	EER	Et (Gas Heating Thermal Efficiency)
RTU-1	AAON/ RN-026	7600	580.5	432.0	176	11.8	80%
RTU-2	AAON/ RQ-004	800	51.1	81.0	24	13.3	80%
AC-7	LG/ LS300HLV	706	30.0	32.0	17.55	18.5 SEER	n/a
AC-8	LG/ LS307HV3	770	30.0	32.0	15.4	18.0 SEER	n/a
AC-11	LG/ LS240HSV3	742	22.0	27.6	15.1	20.0 SEER	n/a

P. Ventilation:

1. All amenities bathrooms will be mechanically vented, exhausting 75 CFM per water closet/urinal as shown on the plans. Residential bathrooms will be mechanically vented, exhausting 50 CFM. Residential kitchens will be mechanically vented, exhausting 30 CFM.
2. Cooling, heating and ventilation of corridors will be provided by rooftop packaged air cooled direct expansion unit with gas fired heating coils.
3. Makeup air for Penthouse range hood exhaust will be provided by a roof top packaged air cooled direct expansion unit with gas fired heating coil.
4. Electro/mechanical equipment and storage areas will be ventilated as required to protect equipment or as generally dictated by applicable health or life safety codes.

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5. Residential gas dryers will be exhausted (200 CFM per dryer). Dryer exhaust variable speed fans will be located on roof.
6. Residential Post-Fire Smoke Purge: A post fire smoke purge system consisting of reversible fans located on the roof bulkhead will exhaust from or supply outside air to their respective stairwells in accordance with the Building Code.

Q. Electrical System:

1. Service from the Main switchgear:

The new electrical service shall be energized by Con Edison and rated at 120/208 volts, 3 phase, 4 wire and shall consist of one (1) service take-off from a 1000KVA pad mounted transformer located within the property adjacent to the parking lot. The service shall enter the building underground and terminate in the main electrical service room located on the 1st floor. The building's electrical distribution system capacity has been designed based on the building's anticipated electrical loads. The Residential Units are served from a 1600A, 120/208V, 3 phase, 4 wire switchboard containing (4) 600A fusible switches in the 1st floor electrical service room. Each 600A fusible switch feeds a tenant distribution board (TDB) located in the electric closet on floors 20, 23, 26 and 29. Wiring from the main service room to each TDB is aluminum alloy with minimum ampacity of 600A and adjusted for voltage drop. Each TDB contains multiple circuit breakers and electronic submeters which feed the electric panels within the residential units. Wiring from the TDB to residential units is copper.

2. Service to individual Units:

Each residential unit shall receive its own load center. The load center shall be sized to accommodate modern usage, to include, but not limited to lighting, receptacles, kitchen appliances air conditioning system, etc. Residential unit feeders vary in sizes as required by load and voltage drop requirements. Each individual residential unit's electric consumption shall be electronically submetered by the landlord.

Condition	
3. Compartment switchgear:	Building will have one electrical riser closets. This Closet will be used to provide local electrical distribution panel-boards with individual overload protection (circuit breakers) and an electrical sub-meter for each apartment.
4. Unit Service:	The equipment shall be rated to comply with the New York City Electrical Code and is adequate for modern usage and all equipment provided in Residential Units.
13. Adequacy:	The capacity of the electric panel for each Residential Unit in accordance with the New York City Electrical Code shall be in various sizes from 100 Amps to 150 Amps at 120/208 Volt, 1 Phase, 3 Wire. The typical apartment shall have between 30 to 60 circuits, including heat pump/air conditioning, supplemental heating, appliance circuits and general lighting circuits as required
14. Lighting and fixtures:	Each apartment shall have an entry light, corridor lights as required, combination smoke/ carbon monoxide detector in apartments as per NYC Code and convenience outlets in each room as required by NYC Electrical Code. Kitchen Countertop and Bathroom receptacle outlets shall be ground fault type (GFCI) and located per code requirements. Exterior receptacle outlets at balconies and/or terraces shall be ground fault type (GFCI). ARC fault circuit breakers (AFCI) shall be provided as required by the 2011 New York City Electrical Code. All 120V, 15A and 20A receptacle outlets shall be tamper resistant.
15. Emergency and Standby power:	An emergency and standby power system shall be provided. The emergency system shall consist of a new enclosed 200KW natural gas fueled engine generator set in a weatherproof and sound attenuated enclosure. The enclosed generator shall be installed outdoors adjacent to the parking lot. Emergency loads shall include, but not be limited to egress and exit lighting and the fire alarm system. Standby loads shall include, but not be limited to, one elevator that serves all floors, elevator machine

room air conditioning, power and lighting for the fire command station, and one (1) domestic water pump.

R. Telephone, Intercom and Security Systems:

1. Each Unit will be equipped with an intercom system that will communicate between the residential lobby and each resident. There will be a two way intercom system linking the service entry with the concierge desk. The intercom system shall be Butterfly MX or equivalent, and will come with a one (1) year warranty. Voice, data and TV video services will be distributed throughout the building in telecommunication risers. Each apartment will receive a NID enclosure within the unit.

2. Wiring will be installed in each apartment to enable the Occupant to obtain voice, data and video service at the Occupant's expense. The building will not be equipped with a master television antenna system.

3. A closed circuit security television system monitoring selected entrances, corridors and elevators with viewing monitors at the concierge desk. The cameras will be designed to cover general public areas and will not necessarily cover all of the areas. The CCTV system will be Genetec or equivalent, with HikVision IP cameras or equivalent. These systems are warrantied for one (1) year.

S. Public Area Lighting:

Residential Unit corridors will be lit to an average of approximately 10-15 f.c. either by surface mounted wall fixtures or recessed ceiling fixtures. Fixtures will be fluorescent and/or incandescent type

Halls and stairs will be lit with surface mounted fluorescent fixtures and shall be illuminated according to code requirements for egress and to meet or exceed IES criterion of 5 f.c.

Landscaped walkways and sitting/play areas are lit to emphasize specific site features based on IES recommendations for each space type. Generally, fixtures will consist of cut-off luminaries to control sky brightness, lamped with energy efficient metal halide sources.

Section 20.7 Description of Property and Building

Condition

T. Garage:

Parking will be a self-park type operation. 116 indoor parking spaces will be available for rent by the rental unit owners. Outdoor parking will have a total of 52 on-site parking spaces, with 45 spaces allotted for the Condominium Owners with one Condominium space allotted for disabled accessible parking. The remaining 7 outdoor spaces are for the rental unit owners. Each indoor parking level will have two disabled accessible parking spaces adjacent to the elevator, for a total of six disabled accessible spaces in the garage, and two additional on-site disabled accessible spaces. There are a total of nine disabled parking spaces for this project. The garage is for the residents use only.

The zoning drawings reflect the minimum number of parking spaces required per zoning (165). The actual number of spaces being provided, 168, is higher than the minimum and approved by the Department of Buildings as follows:

Garage Cellar Level:	41 spaces
Garage Level 1A:	40 spaces
Garage Level 1B:	35 spaces
Outdoor/Site:	52 spaces
Total	168 spaces

The parking garage abuts the tower and is three levels. The quantity of required parking spaces is based on a percentage (70%) of the total dwelling units as noted in section 36-332, Article III, Chapter 6 of the Zoning Resolution, The City of New York.

The cellar level is a reinforced concrete slab on grade. Automobile access to the parking garage is by means of a concrete ramp from the site roadway. The pedestrian entrance to the garage is via an outdoor entrance on the south side of the tower leading to an elevator and concrete stairs.
The parking garage is more than 50% open and does not require mechanical ventilation. The garage is provided with a dry pipe fire sprinkler system. Lighting is provided by surface mounted LED fixtures on the ceiling.

Terrace and roof drains will be cast iron with flashing collar, gravel stop and cast iron dome strainer (where applicable). Roof drains to be

Condition	
	controlled flow type as required by the City of New York.
U. Recreation Facilities:	Indoor recreation space is provided in the Fitness Center, Lounge and Game Room located on the 3rd floor of the Residential Tower. Outdoor recreation facilities will consist of barbeque pits with movable chairs and tables, additional outdoor lounge seating areas located throughout the rooftop areas. A small garden area will be located on the east side of the space. A 24'-0" wide by 45'-4" long recreational pool with a maximum capacity of 46 occupants will be constructed on a recessed platform on the roof of the garage. The depth will vary from 4'-0" to 4'-6". Diving will not be allowed nor will diving boards be provided due to the shallow depth of the pool. A dual occupancy outdoor shower will be provided within the 5,000 square foot pool patio area. An outdoor bocce court will be installed as part of the outdoor amenity space.
V. Permits and Certificates:	The proposed Building will be constructed under a new building application.
W. Violations:	None.
X. Vaults:	Transformers for the building will be located on an outdoor, above grade reinforced concrete pad, furnished by Con Edison, on the north portion of the site. The pad will be installed above the design flood elevation.
Y. Lot Line Windows:	None.
Z. Unit Information:	
1. Residential Unit Information:	There will be 56 Condominium Units in Tower.

Condition

Section 20.7 Description of Property and Building

Ceiling heights in the Residential Units may range from 8'-0" – 11'-4", varying from floor to floor. Ceiling heights at bathrooms, kitchens, halls in the Residential Units are typically at 8 feet to 9 feet but may vary from floor to floor due to normal construction variances. Ceiling heights in the public corridors will be approximately 9 feet. At beam drops and/or where there are concealed mechanical pipes or ducts or dropped ceilings, heights may be lower than the above stated heights and may also vary slightly from room to room.

AA. Safety and Warning Devices:

1. Fire Alarm System is provided with central station notification. The central office transmitter is located in the main telephone room on the Ground Floor. The Fire Command Station and Fire Control Panel are located in the Ground Floor Lobby.

   i. The building is provided with a manual and automatic fire alarm system with paging speakers in all apartments and stairwells. This system also monitors the sprinkler water flow and tamper switches as well as the fire pump. The system is connected to a Central Office for notifying the FDNY. The system will monitor the water flow and tamper switches associated with the sprinkler system. Elevator lobby, elevator machine rooms and top of elevator shafts are provided with system type smoke detectors as well as electrical, mechanical, telephone and similar rooms.

2. Apartment Smoke Detection System: Each apartment will contain a combination carbon monoxide/smoke detector(s) located in the vicinity of the bedrooms as well as in each bedroom. The detectors are wired to a 120-volt local power supply with battery backup and are a self-contained unit with its own sounding device and are not connected to any central system.

The types or Residential units, together with the type and number of rooms in each of the same, are as follows:

SHEEPSHEAD BAY RESIDENTIAL TOWER

UNIT NO.	DESCRIPTION
20th FLOOR	
20A	Living/Dining Room, Foyer, Kitchenette, 1 Bedroom, 1 Bath
20B	Living/Dining Room, Foyer, Kitchenette, 1 Bedroom, 1 Bath
20C	Living/Dining Room, Foyer, Kitchen, 2 Bedrooms, 2 Baths, Terrace
20D	Living/Dining Room, Foyer, Kitchen, 2 Bedrooms, 2 Baths, Terrace
20E	Living/Dining Room, Foyer, Kitchenette, 2 Bedrooms, 2 Baths

Condition

20F	Living/Dining Room, Foyer, Kitchenette, 1 Bedroom, 1 Bath, Balcony
20G	Living/Dining Room, Foyer, Kitchen, 2 Bedrooms, 2 Baths, Balcony
20H	Living/Dining Room, Foyer, Kitchen, 2 Bedrooms, 2 Baths, Balcony
21st FLOOR	
21A	Living/Dining Room, Foyer, Kitchenette, 1 Bedroom, 1 Bath
21B	Living/Dining Room, Foyer, Kitchenette, 1 Bedroom, 1 Bath
21C	Living/Dining Room, Foyer, Kitchen, 2 Bedrooms, 2 Baths, Balcony
21D	Living/Dining Room, Foyer, Kitchen, 2 Bedrooms, 2 Baths, Balcony
21E	Living/Dining Room, Foyer, Kitchenette, 2 Bedrooms, 2 Baths
21F	Living/Dining Room, Foyer, Kitchenette, 1 Bedroom, 1 Bath, Balcony
21G	Living/Dining Room, Foyer, Kitchen, 2 Bedrooms, 2 Baths, Balcony
21H	Living/Dining Room, Foyer, Kitchen, 2 Bedrooms, 2 Baths, Balcony
22nd FLOOR	
22A	Living/Dining Room, Foyer, Kitchen, 3 Bedrooms, 2 Baths, Terrace
22B	Living/Dining Room, Foyer, Kitchen, 3 Bedrooms, 2 Baths, Terrace
22C	Living/Dining Room, Foyer, Kitchen, 1 Bedroom, 1 Bath, Balcony
22D	Living/Dining Room, Foyer, Kitchen, 2 Bedrooms, 2 Baths, Balcony
22E	Living/Dining Room, Foyer, Kitchen, 2 Bedrooms, 2 Baths, Balcony
23rd-27th FLOORS	
23A, 24A, 25A, 26A, 27A	Living/Dining Room, Foyer, Kitchen, 3 Bedrooms, 2 Baths, Balcony
23B, 24B, 25B, 26B, 27B	Living/Dining Room, Foyer, Kitchen, 2 Bedrooms, 2 Baths, Balcony
23C, 24C, 25C, 26C, 27C	Living/Dining Room, Foyer, Kitchen, 2 Bedrooms, 2 Baths, Balcony
23D, 24D, 25D, 26D, 27D,	Living/Dining Room, Foyer, Kitchen, 2 Bedrooms, 2 Baths, Balcony
23E, 24E, 25E, 26E, 27E	Living/Dining Room, Foyer, Kitchen, 2 Bedrooms, 2 Baths, Balcony
28th FLOOR-PENTHOUSE	
28 PHA	Living/Dining Room, Foyer, Kitchen, 3 Bedrooms, 2 Baths, Balcony
28 PHB	Living/Dining Room, Foyer, Kitchen, 3 Bedrooms, 2 Baths, Balcony
28 PHC	Living/Dining Room, Foyer, Kitchen, 3 Bedrooms, 3 Baths, Balcony
28 PHD	Living/Dining Room, Foyer, Kitchen, 2 Bedrooms, 2 Baths, Balcony
29th FLOOR-PENTHOUSE	
29 PHA	Living/Dining Room, Foyer, Kitchen, 3 Bedrooms, 2 Baths, Balcony
29 PHB	Living/Dining Room, Foyer, Kitchen, 3 Bedrooms, 2 Baths, Balcony

Condition

29 PHC	Living/Dining Room, Foyer, Kitchen, 3 Bedrooms, 3 Baths, Balcony
29 PHD	Living/Dining Room, Foyer, Kitchen, 2 Bedrooms, 2 Baths, Balcony
30th FLOOR-PENTHOUSE	
30 PHA	Living/Dining Room, Foyer, Kitchen, 4 Bedrooms, 4 Baths, Terrace
30 PHB	Living/Dining Room, Foyer, Kitchen, 4 Bedrooms, 3 Baths, Terrace

2. Finish Schedule:

Finish Schedule for Typical Apartments

LOCATION	FLOOR	WALL	BASE	CEILING	REMARKS
Foyer, Corridors	Wood	Painted Gypsum Board, Eggshell	Painted wood	Concrete w/ kadex-painted and/or hung 5/8" gypsum board-painted , flat	
Living /Dining room, Closets, All other rooms and halls in Unit.	Wood	Painted Gypsum Board, Eggshell.	Painted wood	Concrete w/ kadex-painted and/or hung 5/8" gypsum board-painted- flat	
Bedroom	Wood	Painted Gypsum Board- Eggshell	Painted wood	Concrete w/ kadex-painted and/or hung 5/8" gypsum board-painted- flat	
Master Bathroom	Marble tile	Marble tile on water resistant gypsum board and painted gypsum board	Marble tile	Hung water resistant gypsum board	Full height stone or marble tile at showers and tub surround, stone or marble countertops, full width mirror

Condition

Bathrooms	Marble tile	Marble tile on water resistant gypsum board and painted gypsum board	Marble tile	Hung water resistant gypsum board	Full height stone or marble tile at showers and tub surround, stone or marble countertops, full width mirror
Kitchen	Wood	Painted Gypsum Board	Painted wood	Concrete w/ kadex-painted and/or hung 5/8" gypsum board-painted	Natural quartz surface for countertops; and tile backsplash
Laundry Closet	Wood	Painted Gypsum Board	Painted wood	Concrete w/ kadex-painted and/or hung 5/8" gypsum board-painted	Ceramic tile threshold

Wood flooring: prefinished antiqued-engineered wood oak strip flooring 5 inches by ½" inch thick, with a sound isolation underlayment, "Standard and Better" wood grade by Kentwood Floors or equal as approved by the Architect with a sound isolation underlayment.

Painting Schedule: Residential interior gypsum board surfaces are scheduled for one prime coat and two finish coats Benjamin Moore Interior latex, Eggshell finish by Sherwin Williams or equal as approved by the Architect. Colors are as noted in the Architectural contract documents. Wood and Hardboard interior surfaces are scheduled for one coat wood primer for acrylic-enamel and semigloss alkyd enamel finishes and one finish coat with a dry film thickness of not less than 1.0 mil.

3. Fixtures and Appliances:

Subject to Sponsor's right to substitute materials, appliances, fixtures and equipment of equal or better quality than those set forth in this report, the Residential Units will be equipped with the following fixtures and appliances:

Fixtures and Appliances:

Water Closet	Condominium Units- Sterling- 403082
Bathtub	Condominium Units- Sterling- 71041110- 5' length; Kohler- K-1125 – 6' length
Shower Receptor	Condominium Units- custom- Cast-in-place
Lavatory	Condominium Units- Kohler- K2882

Kitchen Appliances:

Gas Range	Condominium Units- Viking- VGCC5304BSS
Oven	Condominium Units- VEDO5302SS (units PH30A and PH30B only)
Cooktop	Condominium Units- Viking- VGSU5305BSS (units PH30A and PH30B only)
Hood	Condominium Units- Viking- VWH3010SS (with recirculation kit VRK30SS)- units 28-29 PHA, 28-29 PHC, 28-29 PHD; VWH3010SS- units 30 PHA, 30 PHB
Sink	Condominium Units- Moen- G18190
Dishwasher	Condominium Units- Viking- FDW102
Refrigerator	Condominium Units- Sub-Zero- BI30U/S/PH; BI36UFD/S/PH
Microwave Oven	Condominium Units- Viking- VMOR205SS- Floors 20-27, unit 28 PHB, unit 29 PHB VMOD241SS- units 28-29 PHA, 28-29 PHC, 28-29 PHD, 30 PHA, 30 PHB
Wine Cellar	Condominium Units- Viking- VWI5150GRSS – units Floors 20-27, unit 28B, unit 29B VWCI5240GRSS- units 28-29 PHA, 28-29 PHC, 28-29 PHD, 30 PHA, 30 PHB
Cabinet	Condominium Units- Italkraft- Custom Flat Panels with veneer finish

Laundry Appliances:

Washer	Condominium Units- General Electric- GEWH1200HWW
Dryer	Condominium Units- General Electric- GDFN120EDWW

Ceiling Heights:

Floor	Area	Height
20th Floor		
A:	Foyer/Halls	9'-0"
	Living/Dining Room	11'-4"
	Dining Area	11'-4"
	Kitchen	9'-0"
	Master Suite	11'-4"
	Bath 1	9'-0"

Condition

B:	Foyer/Halls	9'-0"
	Living/Dining Room	11'-4"
	Dining Area	11'-4"
	Kitchen	9'-0"
	Master Suite	11'-4"
	Bath 1	9'-0"
C:	Foyer/Halls	9'-0"
	Living/Dining Room	11'-4"
	Dining Area	11'-4"
	Kitchen	9'-0""
	Master Suite	11'-4"
	Bedroom 2	11'-4"
	Bath 1	9'-0"
	Bath 2	9'-0"
D:	Foyer/Halls	9'-0"
	Living/Dining Room	11'-4"
	Dining Area	11'-4"
	Kitchen	9'-0""
	Master Suite	11'-4"
	Bedroom2	11'-4"
	Bath 1	9'-0"
	Bath 2	9'-0"
E:	Foyer/Halls	9'-0"
	Living/Dining Room	11'-4"/8'-9"
	Dining Area	11'-4"
	Kitchen	8'-6"
	Master Suite	11'-4"
	Bedroom 2	11'-4"
	Bath 1	9'-0"
	Bath 2	9'-0"
F:	Foyer/Halls	9'-0"
	Living/Dining Room	11'-4"
	Dining Area	11'-4"
	Kitchen	9'-0"
	Master Suite	11'-4"
	Bath 1	9'-0"
G:	Foyer/Halls	9'-0"
	Living/Dining Room	11'-4"
	Dining Area	11'-4"
	Kitchen	9'-0"
	Master Suite	11'-4"
	Bedroom 2	11'-4"
	Bath 1	9'-0"
	Bath 2	9'-0"
H:	Foyer/Halls	9'-0"

Condition

	Living/Dining Room	11'-4"
	Dining Area	11'-4"
	Kitchen	9'-0"
	Master Suite	11'-4"
	Bedroom 2	11'-4"
	Bath 1	9'-0"
	Bath 2	9'-0"
21st Floor		
A:	Foyer/Halls	9'-0"
	Living/Dining Room	11'-4"
	Dining Area	11'-4"
	Kitchen	9'-0""
	Master Suite	11'-4"
	Bath 1	9'-0"
B:	Foyer/Halls	9'-0"
	Living/Dining Room	11'-4"
	Dining Area	11'-4"
	Kitchen	9'-0""
	Master Suite	11'-4"
	Bath 1	9'-0"
C:	Foyer/Halls	9'-0"
	Living/Dining Room	10'-4"
	Dining Area	10'-4"
	Kitchen	9'-0"
	Master Suite	10'-4"
	Bedroom 2	10'-4"
	Bath 1	9'-0"
	Bath 2	9'-0"
D:	Foyer/Halls	9'-0"
	Living/Dining Room	10'-4"
	Dining Area	10'-4"
	Kitchen	9'-0"
	Master Suite	10'-4"
	Bedroom 2	10'-4"
	Bath 1	9'-0"
	Bath 2	9'-0"
E:	Foyer/Halls	9'-0"
	Living/Dining Room	11'-4"
	Dining Area	11'-4"
	Kitchen	9'-0""
	Master Suite	11'-4"
	Bedroom 2	11'-4"
	Bath 1	9'-0"
	Bath 2	9'-0"
F:	Foyer/Halls	9'-0"

Condition

	Living/Dining Room	11'-4"
	Dining Area	11'-4"
	Kitchen	9'-0""
	Master Suite	11'-4"
	Bath 1	9'-0"
G:	Foyer/Halls	9'-0"
	Living/Dining Room	11'-4"
	Dining Area	11'-4"
	Kitchen	9'-0""
	Master Suite	11'-4"
	Bedroom 2	11'-4"
	Bath 1	9'-0"
	Bath 2	9'-0"
H:	Foyer/Halls	9'-0"
	Living/Dining Room	11'-4"
	Dining Area	11'-4"
	Kitchen	9'-0""
	Master Suite	11'-4"
	Bedroom 2	11'-4"
	Bath 1	9'-0"
	Bath 2	9'-0"
22nd Floor		
A:	Foyer/Halls	9'-0"
	Living/Dining Room	10'-0"
	Dining Area	10'-0"
	Kitchen	9'-0""
	Master Suite	10'-0"
	Bedroom 2	10'-0"
	Bedroom 3	10'-0"
	Bath 1	9'-0"
	Bath 2	9'-0"
B:	Foyer/Halls	9'-0"
	Living/Dining Room	10'-0"
	Dining Area	10'-0"
	Kitchen	8'-0""
	Master Suite	10'-0"
	Bedroom 2	10'-0"
	Bedroom 3	10'-0"
	Bath 1	8'-0"
	Bath 2	8'-0"
C:	Foyer/Halls	8'-0"
	Living/Dining Room	10'-0"
	Dining Area	10'-0"
	Kitchen	8'-0"
	Master Suite	10'-0"
	Bath 1	8'-0"

D:	Foyer/Halls	8'-0"
	Living/Dining Room	10'-0"
	Dining Area	10'-0"
	Kitchen	8'-0"
	Master Suite	10'-0"
	Bedroom 2	10'-0"
	Bath 1	8'-0"
	Bath 2	8'-0"
23rd – 27th Floors		
A:	Foyer/Halls	9'-0"
	Living/Dining Room	10'-0"
	Dining Area	10'-0"
	Kitchen	9'-0"
	Master Suite	10'-0"
	Bedroom 2	10'-0"
	Bedroom 3	10'-0"
	Bath 1	9'-0"
	Bath 2	9'-0"
B:	Foyer/Halls	9'-0"
	Living/Dining Room	10'-0"
	Dining Area	10'-0"
	Kitchen	9'-0"
	Master Suite	10'-0"
	Bedroom 2	10'-0"
	Bath 1	9'-0"
	Bath 2	9'-0"
C:	Foyer/Halls	9'-0"
	Living/Dining Room	10'-0"
	Dining Area	10'-0"
	Kitchen	9'-0"
	Master Suite	10'-0"
	Bedroom 2	10'-0"
	Bath 1	9'-0"
	Bath 2	9'-0"
D:	Foyer/Halls	9'-0"
	Living/Dining Room	10'-0"
	Dining Area	10'-0"
	Kitchen	9'-0"
	Master Suite	10'-0"
	Bedroom 2	10'-0"
	Bath 1	9'-0"
	Bath 2	9'-0"
E:	Foyer/Halls	9'-0"
	Living/Dining Room	10'-0"

Condition

	Dining Area	10'-0"
	Kitchen	9'-0"
	Master Suite	10'-0"
	Bedroom 2	10'-0"
	Bath 1	9'-0"
	Bath 2	9'-0"
Penthouse 28th Floor		
A:	Foyer/Halls	9'-0"
	Living/Dining Room	11'-4"
	Dining Area	11'-4"
	Kitchen	9'-0"
	Master Suite	11'-4"
	Bedroom 2	11'-4"
	Bedroom 3	11'-4"
	Bath 1	9'-0"
	Bath 2	9'-0"
B:	Foyer/Halls	9'-0"
	Living/Dining Room	11'-4"
	Dining Area	11'-4"
	Kitchen	9'-0"
	Master Suite	11'-4"
	Bedroom 2	11'-4"
	Bedroom 3	11'-4"
	Bath 1	9'-0"
	Bath 2	9'-0"
C:	Foyer/Halls	9'-0"
	Living/Dining Room	11'-4"
	Dining Area	11'-4"
	Kitchen	9'-0"
	Master Suite	11'-4"
	Bedroom 2	11'-4"
	Bedroom 3	11'-4"
	Bath 1	9'-0"
	Bath 2	9'-0"
	Bath 3	9'-0"
D:	Foyer/Halls	9'-0"
	Living/Dining Room	11'-4"
	Dining Area	11'-4"
	Kitchen	9'-0"
	Master Suite	11'-4"
	Bedroom 2	11'-4"
	Bath 1	9'-0"
	Bath 2	9'-0"
Penthouse 29th Floors		

Condition

A:	Foyer/Halls	9'-0"
	Living/Dining Room	11'-2"
	Dining Area	11'-2"
	Kitchen	11'-2"/8'-2"
	Master Suite	11'-2"/9'-0"
	Bedroom 2	11'-2"
	Bedroom 3	11'-2"
	Bath 1	10'-0"
	Bath 2	9'-0"
B:	Foyer/Halls	9'-0"
	Living/Dining Room	11'-2"
	Dining Area	11'-2"
	Kitchen	11'-2"/8'-2"
	Master Suite	11'-2"/9'-0"
	Bedroom 2	11'-2"
	Bedroom 3	11'-2"
	Bath 1	10'-0"
	Bath 2	9'-0"
C:	Foyer/Halls	9'-0"
	Living/Dining Room	11'-2"
	Dining Area	11'-2"
	Kitchen	11'-2"/8'-2"
	Master Suite	11'-2"
	Bedroom 2	11'-2"
	Bedroom 3	11'-2"
	Bath 1	10'-0"/9'-0"
	Bath 2	9'-0"
	Bath 3	10'-0"
D:	Foyer/Halls	9'-0"
	Living/Dining Room	11'-2"
	Dining Area	11'-2"
	Kitchen	11'-2"/8'-2"
	Master Suite	11'-2"/9'-0"
	Bedroom 2	11'-2"/9'-0"
	Bath 1	10'-0"
	Bath 2	9'-0"
Penthouse 30th Floor		
A:	Foyer/Halls	9'-0"
	Living/Dining Room	11'-2"
	Dining Area	11'-2"
	Kitchen	11'-2"/8'-2"
	Master Suite	11'-2"
	Bedroom 2	11'-2"
	Bedroom 3	11'-2"
	Bedroom 4	11'-2"
	Bath 1	10'-0"

Condition

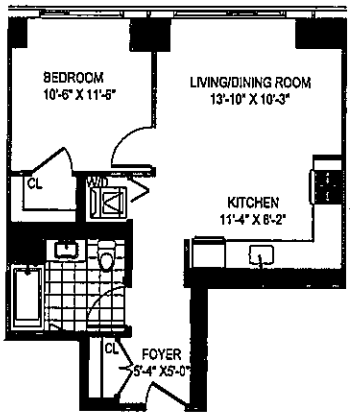
	Bath 2	9'-0"
	Bath 3	9'-0"
B:	Foyer/Halls	9'-0"
	Living/Dining Room	11'-2"
	Dining Area	11'-2"
	Kitchen	11'-2"/8'-2"
	Master Suite	11'-2"
	Bedroom 2	11'-2"
	Bedroom 3	11'-2"
	Bedroom 4	11'-2"
	Bath 1	10'-0"
	Bath 2	9'-0"
	Bath 3	9'-0"

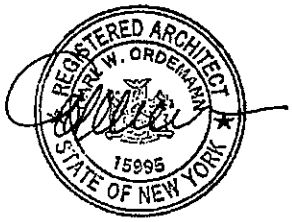
1 Brooklyn Bay

UNIT A
20th Floor

1 BEDROOM
1 BATH
LIVING/ DINING ROOM

AREA:
626 sq. ft.





02.27.2017

SCALE: 3/32" = 1'-0"
0 1 5 10 20 FEET N



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

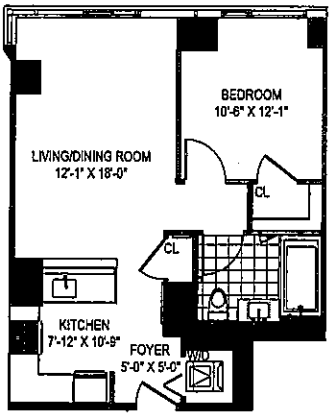
1 Brooklyn Bay

UNIT B

20th to 21st Floors

1 BEDROOM
1 BATH
LIVING/ DINING ROOM

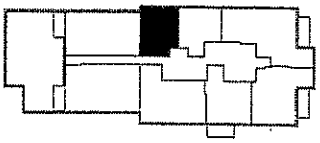
AREA:
677 sq. ft.





02.27.2017

SCALE: 3/32" = 1'-0"
0 1 5 10 20 FEET N



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

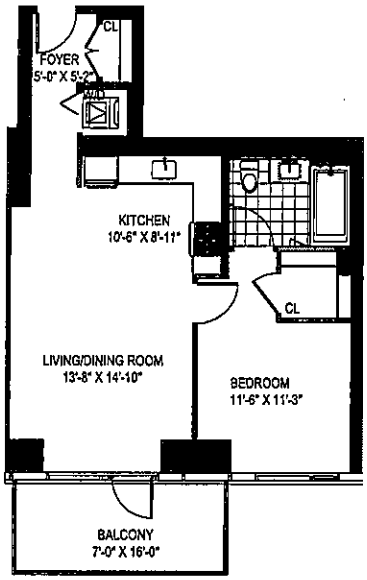
1 Brooklyn Bay

UNIT F

20th to 21st Floors

1 BEDROOM
1 BATH
LIVING/ DINING ROOM
BALCONY

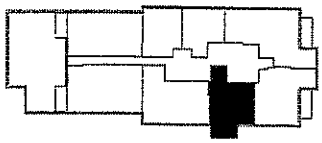
AREA:
783 sq. ft.
BALCONY
112 sq. ft.





02.27.2017

SCALE: 3/32" = 1'-0"
0 1 5 10 20 FEET N



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

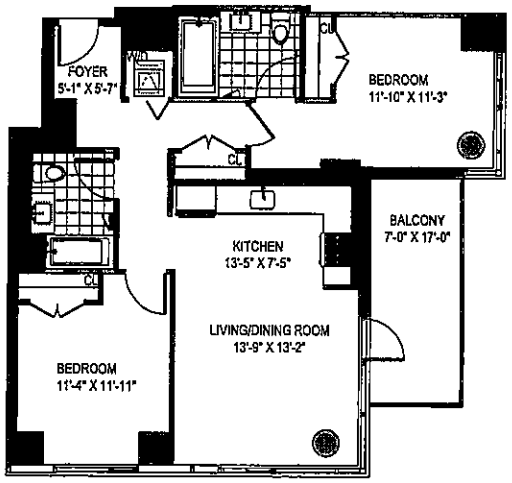
1 Brooklyn Bay

UNIT G

20th to 21st Floors

2 BEDROOMS
2 BATH
LIVING/ DINING ROOM
BALCONY

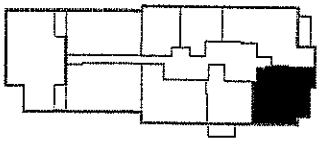
AREA:
1,033 sq. ft.
BALCONY
119 sq. ft.





02.27.2017

SCALE: 3/32" = 1'-0"
0 1 5 10 20 FEET N



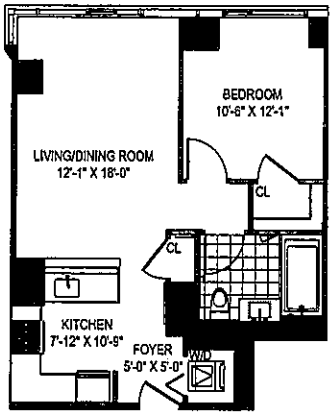
All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

1 Brooklyn Bay

UNIT B
20th Floor

1 BEDROOM
1 BATH
LIVING/ DINING ROOM

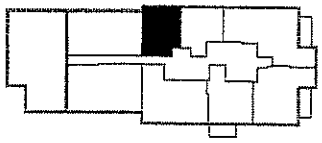
AREA:
677 sq. ft.





02.27.2017

SCALE: 3/32" = 1'-0"
0 1 5 10 20 FEET N



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

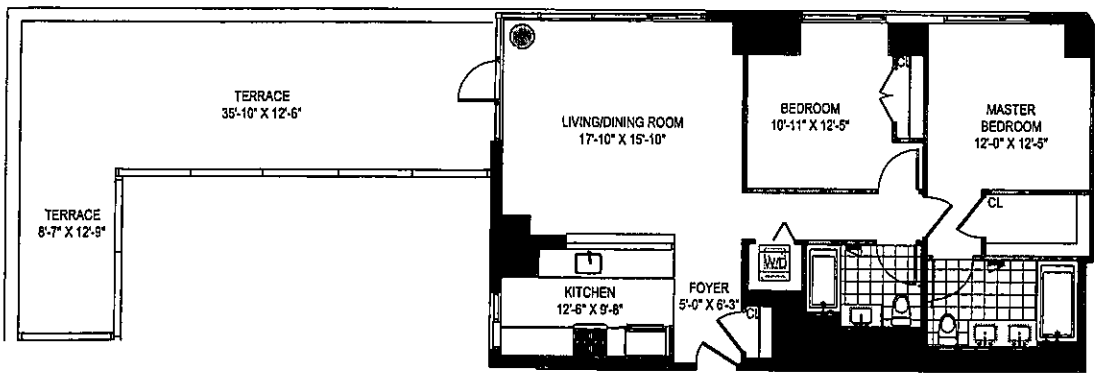
1 Brooklyn Bay

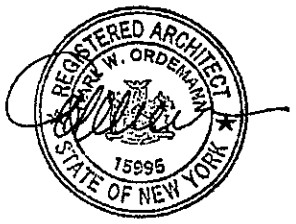
UNIT C

20th Floor

2 BEDROOMS
2 BATH
LIVING/ DINING ROOM
TERRACE

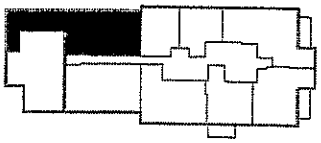
AREA:
1,195 sq. ft.
TERRACE:
556 sq. ft.





02.27.2017

SCALE: 3/32" = 1'-0"
0 1 5 10 20 FEET N



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

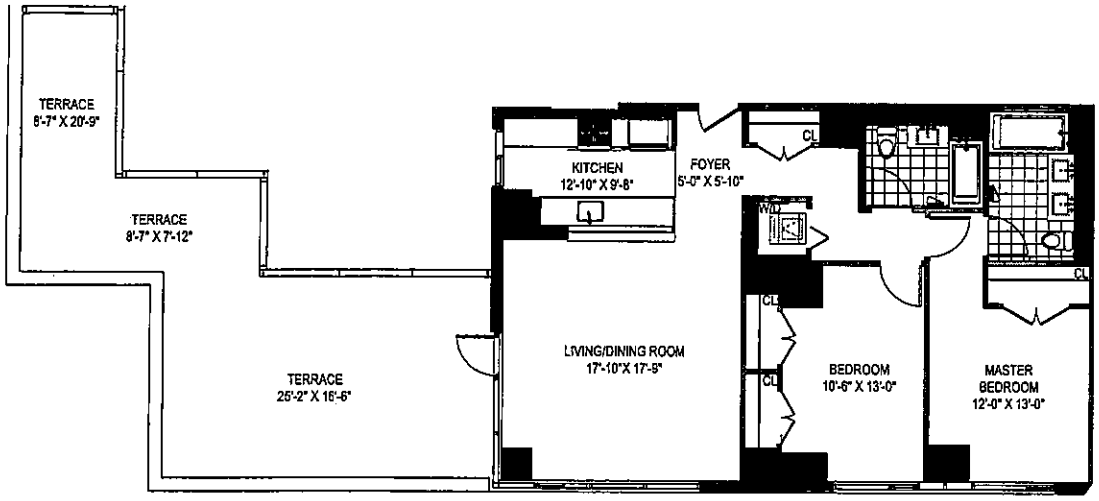
1 Brooklyn Bay

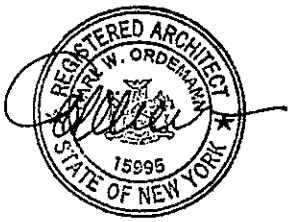
UNIT D

20th Floor

2 BEDROOMS
2 BATH
LIVING/ DINING ROOM
TERRACE

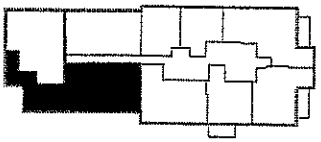
AREA:
1,291 sq. ft.
TERRACE:
661 sq. ft.





02.27.2017

SCALE: 3/32" = 1'-0"
0 1 5 10 20 FEET N



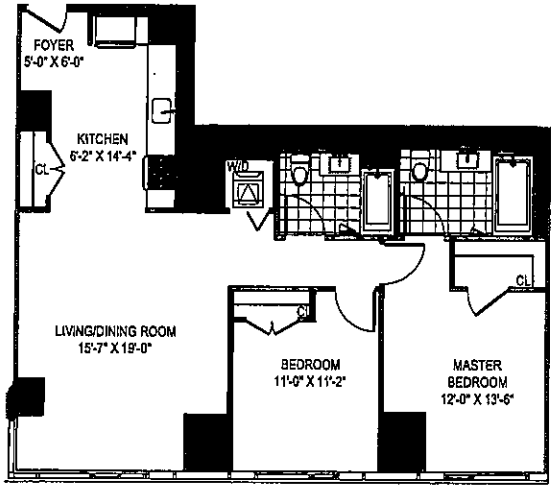
All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

1 Brooklyn Bay

UNIT E
20th Floor

2 BEDROOMS
2 BATH
LIVING/ DINING ROOM

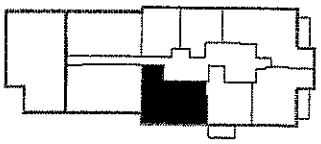
AREA:
1,162 sq. ft.





02.27.2017

SCALE: 3/32" = 1'-0"
0 1 5 10 20 FEET N



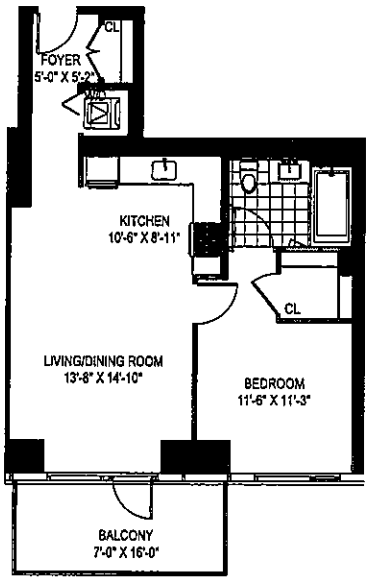
All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

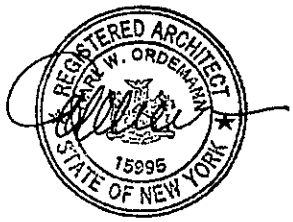
1 Brooklyn Bay

UNIT F
20th Floor

1 BEDROOM
1 BATH
LIVING/ DINING ROOM
BALCONY

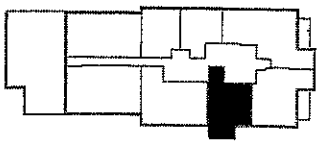
AREA:
783 sq. ft.
BALCONY
112 sq. ft.





02.27.2017

SCALE: 3/32" = 1'-0"
0 1 5 10 20 FEET N



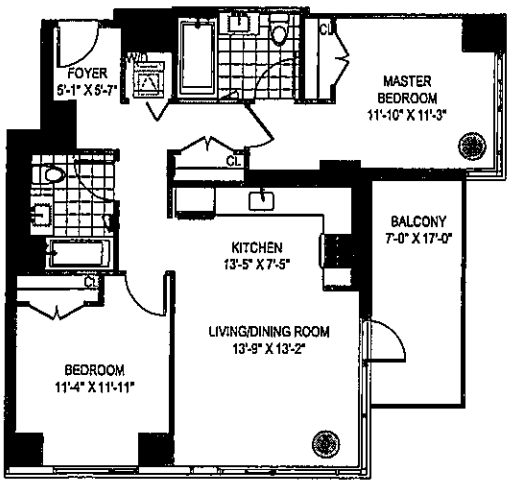
All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

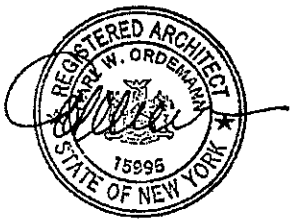
1 Brooklyn Bay

UNIT G
20th Floor

2 BEDROOMS
2 BATH
LIVING/ DINING ROOM
BALCONY

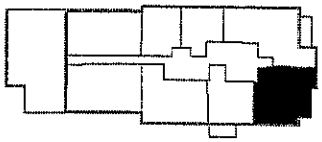
AREA:
1,033 sq. ft.
BALCONY
119 sq. ft.





02.27.2017

SCALE: 3/32" = 1'-0"
0 1 5 10 20 FEET N



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

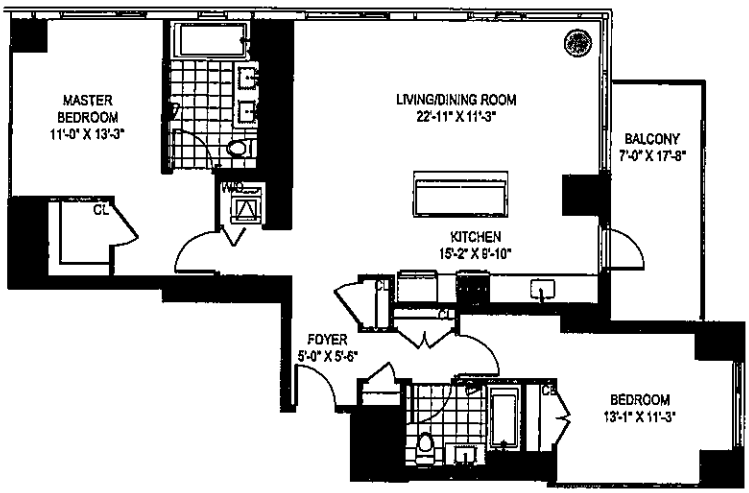
1 Brooklyn Bay

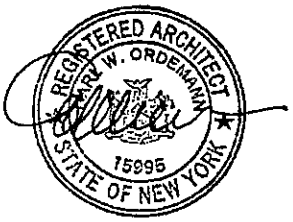
UNIT H

20th Floor

2 BEDROOMS
2 BATH
LIVING/ DINING ROOM
BALCONY

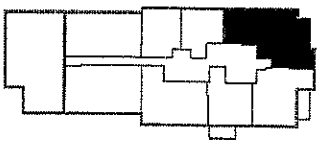
AREA:
1,363 sq. ft.
BALCONY
123 sq. ft.





02.27.2017

SCALE: 3/32" = 1'-0"
0 1 5 10 20 FEET N



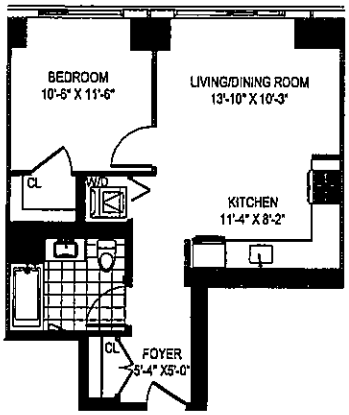
All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

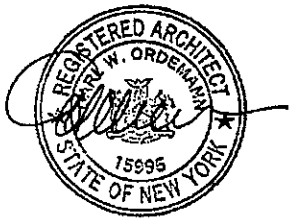
1 Brooklyn Bay

UNIT A
21st Floor

1 BEDROOM
1 BATH
LIVING/ DINING ROOM

AREA:
626 sq. ft.





02.27.2017

SCALE: 3/32" = 1'-0"
0 1 5 10 20 FEET N



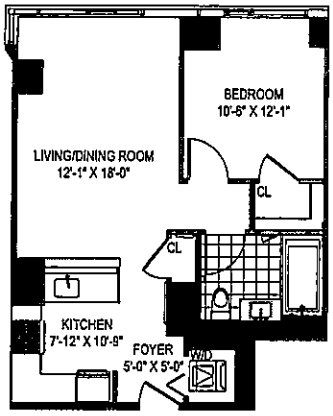
All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

1 Brooklyn Bay

UNIT B
21st Floor

1 BEDROOM
1 BATH
LIVING/ DINING ROOM

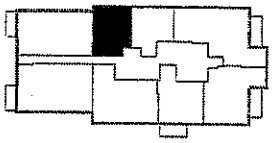
AREA:
677 sq. ft.





02.27.2017

SCALE: 3/32" = 1'-0"
0 1 5 10 20 FEET N



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

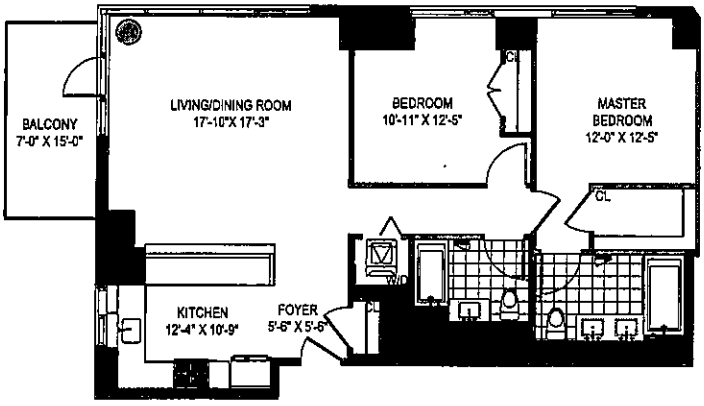
1 Brooklyn Bay

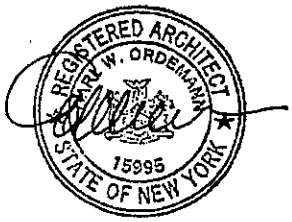
UNIT C

21st Floor

2 BEDROOMS
2 BATH
LIVING/ DINING ROOM
BALCONY

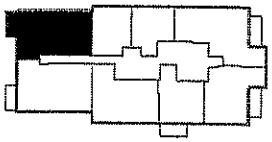
AREA:
1,229 sq. ft.
BALCONY
105 sq. ft.





02.27.2017

SCALE: 3/32" = 1'-0"
0 1 5 10 20 FEET N



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

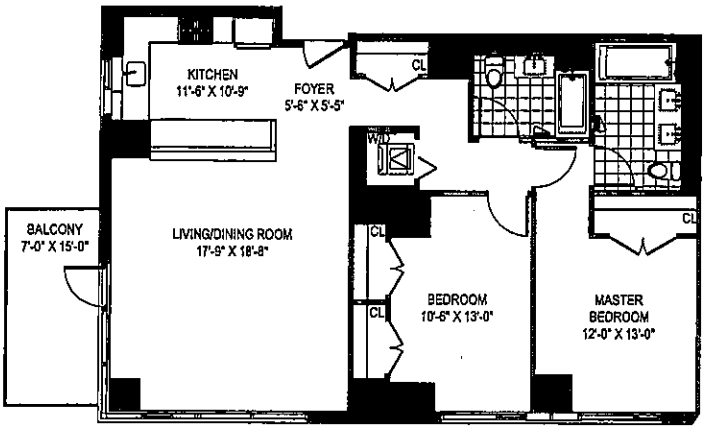
1 Brooklyn Bay

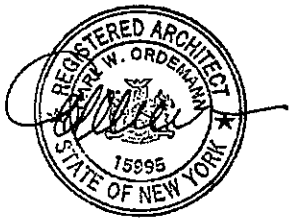
UNIT D

21st Floor

2 BEDROOMS
2 BATH
LIVING/ DINING ROOM
BALCONY

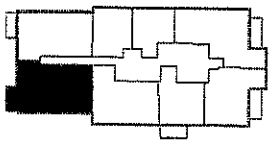
AREA:
1,321 sq. ft.
BALCONY
105 sq. ft.





02.27.2017

SCALE: 3/32" = 1'-0"
0 1 5 10 20 FEET N



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

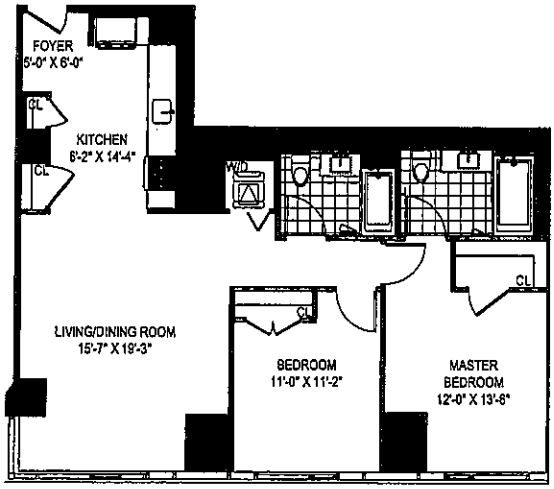
1 Brooklyn Bay

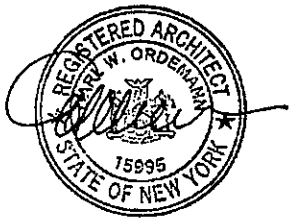
UNIT E

21st Floor

2 BEDROOMS
2 BATH
LIVING/ DINING ROOM

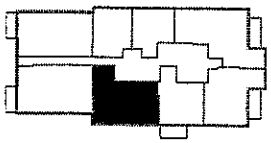
AREA:
1,162 sq. ft.





02.27.2017

SCALE: 3/32" = 1'-0"
0 1 5 10 20 FEET N



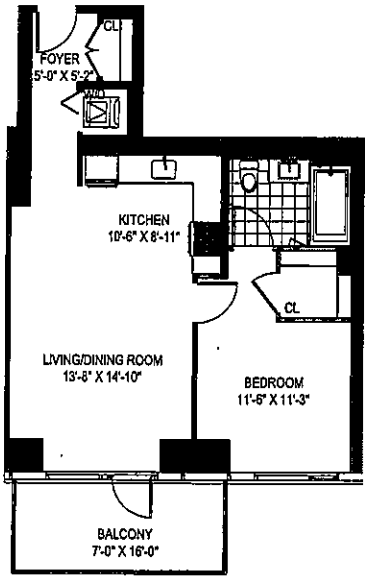
All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

1 Brooklyn Bay

UNIT F
21st Floor

1 BEDROOM
1 BATH
LIVING/ DINING ROOM
BALCONY

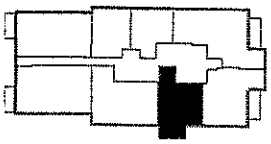
AREA:
783 sq. ft.
BALCONY
112 sq. ft.





02.27.2017

SCALE: 3/32" = 1'-0"
0 1 5 10 20 FEET N



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

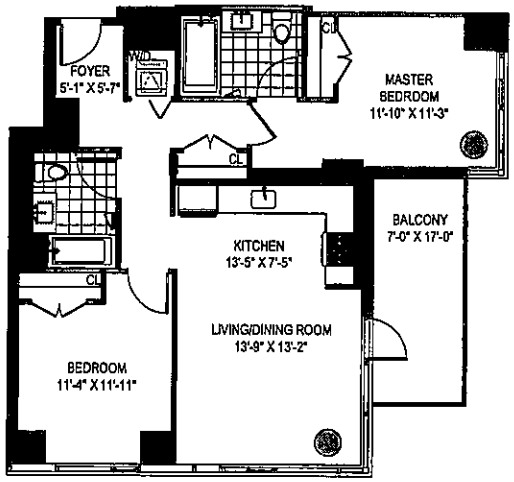
1 Brooklyn Bay

UNIT G

21st Floor

2 BEDROOMS
2 BATH
LIVING/ DINING ROOM
BALCONY

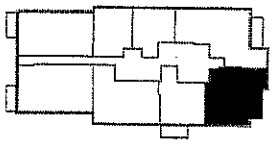
AREA:
1,033 sq. ft.
BALCONY
119 sq. ft.





02.27.2017

SCALE: 3/32" = 1'-0"
0 1 5 10 20 FEET N



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

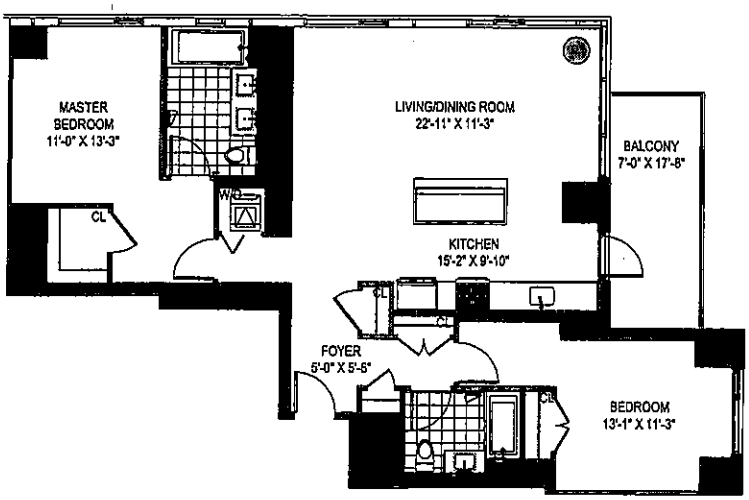
1 Brooklyn Bay

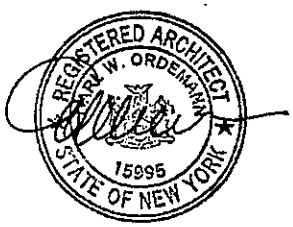
UNIT H

21st Floor

2 BEDROOMS
2 BATH
LIVING/ DINING ROOM
BALCONY

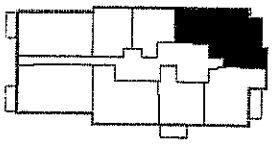
AREA:
1,363 sq. ft.
BALCONY
123 sq. ft.





02.27.2017

SCALE: 3/32" = 1'-0"
0 1 5 10 20 FEET N



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

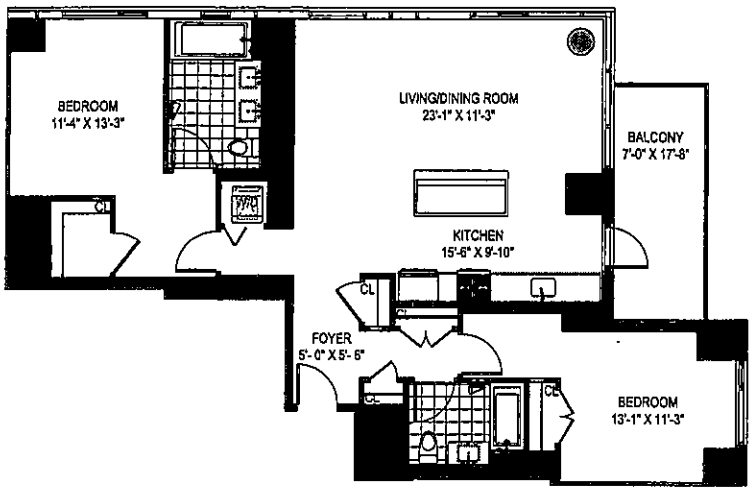
1 Brooklyn Bay

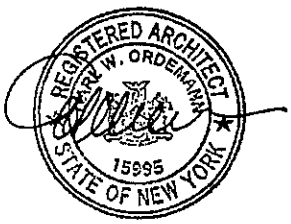
UNIT E

22nd to 27th Floors

2 BEDROOMS
2 BATH
LIVING/ DINING ROOM
BALCONY

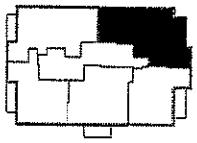
AREA:
1,369 sq. ft.
BALCONY
123 sq. ft.





02.27.2017

SCALE: 3/32" = 1'-0"
0 1 5 10 20 FEET N



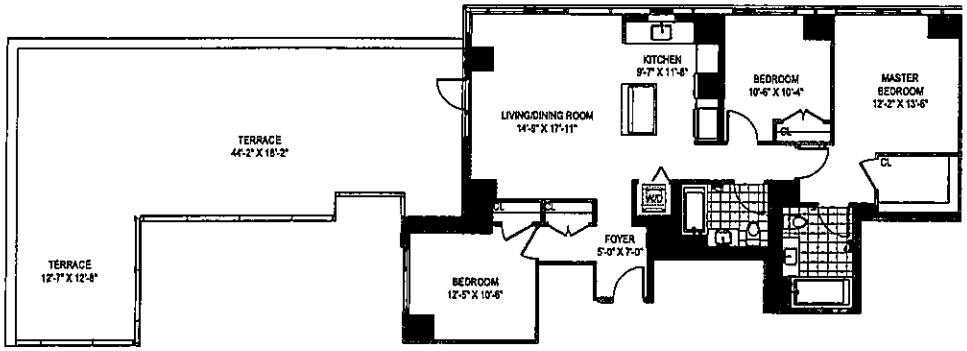
All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

1 Brooklyn Bay

UNIT A
22nd Floor

3 BEDROOMS
2 BATH
LIVING/ DINING ROOM
TERRACE

AREA:
1,375 sq. ft.
TERRACE:
961 sq. ft.





02.27.2017

SCALE:
0 1 2 4 8 16 FEET

N



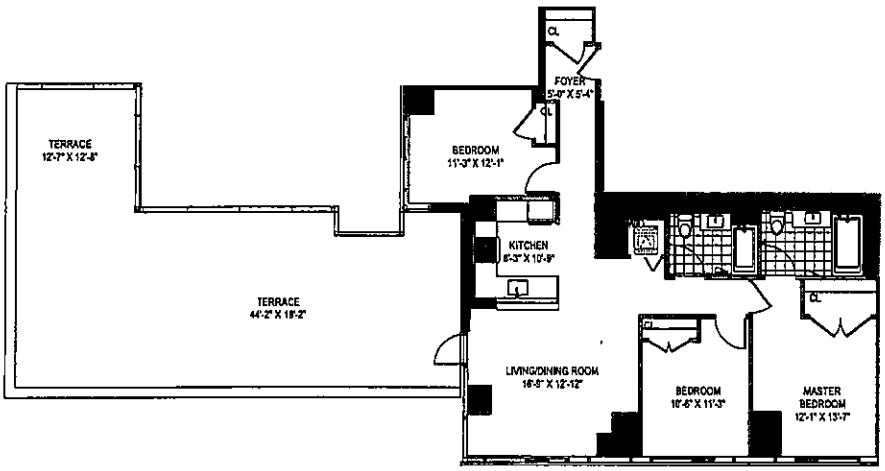
All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

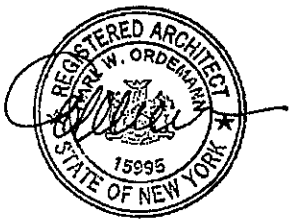
1 Brooklyn Bay

UNIT B
22nd Floor

3 BEDROOMS
2 BATH
LIVING/ DINING ROOM
TERRACE

AREA:
1,329 sq. ft.
TERRACE:
961 sq. ft.

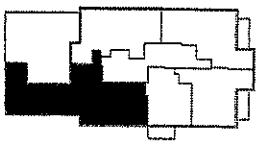




02.27.2017

SCALE:
12 4 8 16 FEET

N



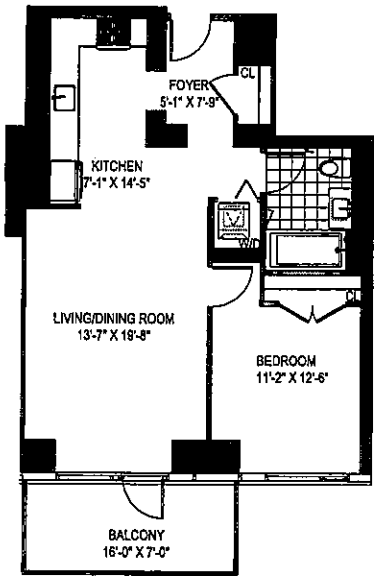
All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

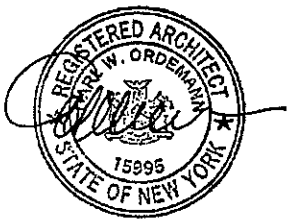
1 Brooklyn Bay

UNIT C
22nd Floor

1 BEDROOM
1 BATH
LIVING/ DINING ROOM
BALCONY

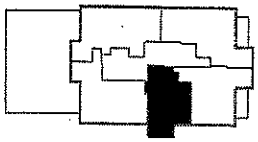
AREA:
845 sq. ft.
BALCONY
112 sq. ft.





02.27.2017

SCALE: 3/32" = 1'-0"
0 1 5 10 20 FEET N



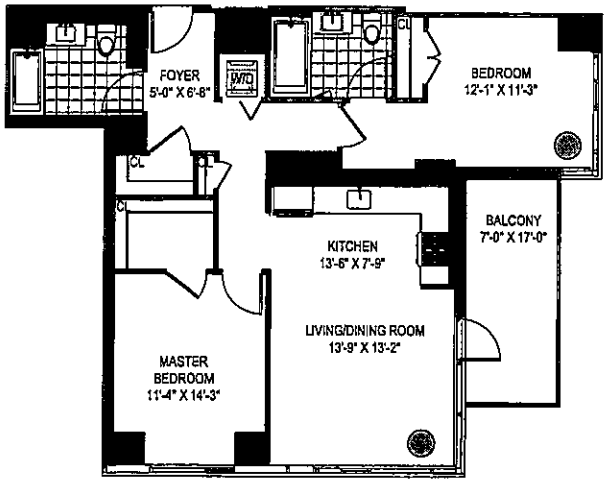
All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

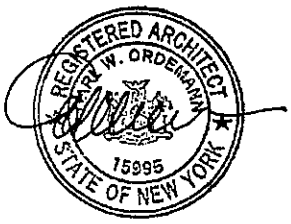
1 Brooklyn Bay

UNIT D
22nd Floor

2 BEDROOMS
2 BATH
LIVING/ DINING ROOM
BALCONY

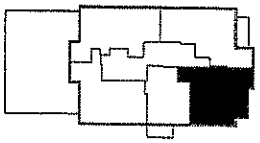
AREA:
1,129 sq. ft.
BALCONY
119 sq. ft.





02.27.2017

SCALE: 3/32" = 1'-0"
0 1 5 10 20 FEET N



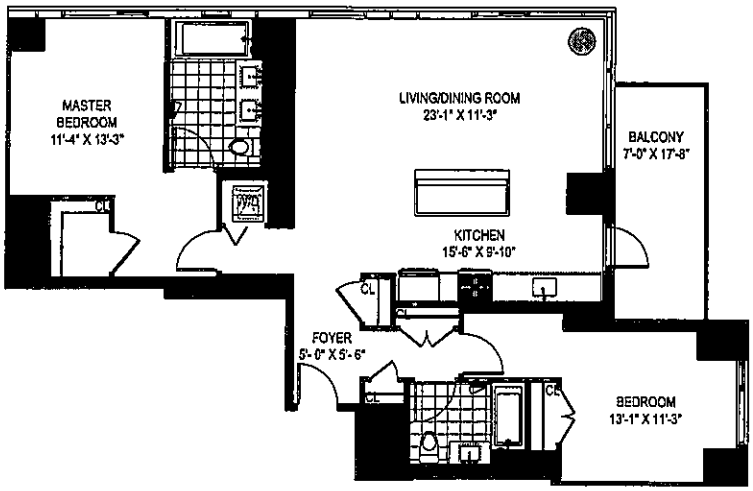
All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

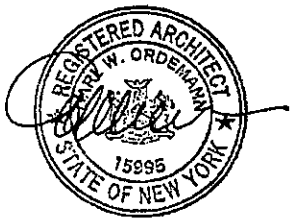
1 Brooklyn Bay

UNIT E
22nd Floor

2 BEDROOMS
2 BATH
LIVING/ DINING ROOM
BALCONY

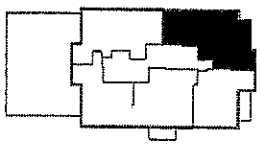
AREA:
1,369 sq. ft.
BALCONY
123 sq. ft.





02.27.2017

SCALE: 3/32" = 1'-0"
0 1 5 10 20 FEET N



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

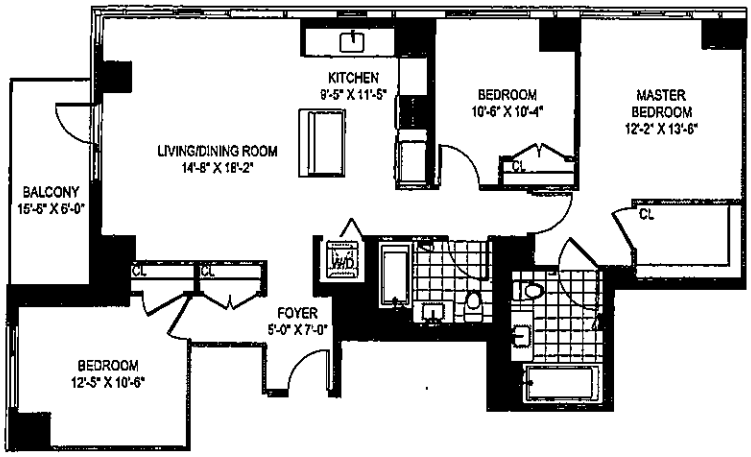
1 Brooklyn Bay

UNIT A

23rd to 27th Floors

3 BEDROOMS
2 BATH
LIVING/ DINING ROOM
BALCONY

AREA:
1,375 sq. ft.
BALCONY
93 sq. ft.





02.27.2017

SCALE: 3/32" = 1'-0"
0 1 5 10 20 FEET N



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

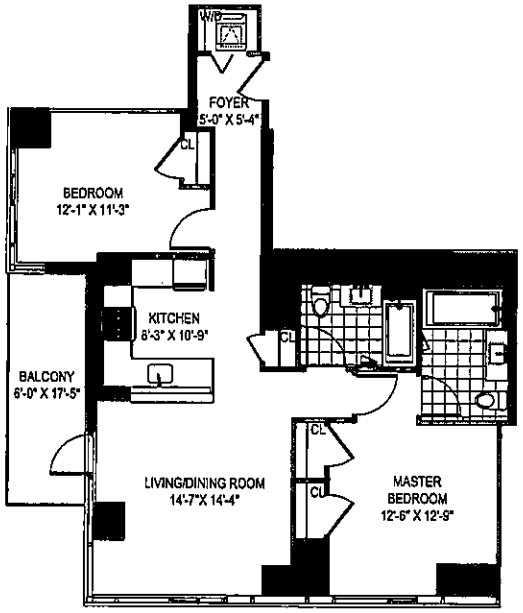
1 Brooklyn Bay

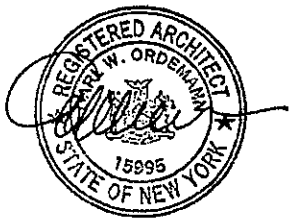
UNIT B

23rd to 27th Floors

2 BEDROOMS
2 BATH
LIVING/ DINING ROOM
BALCONY

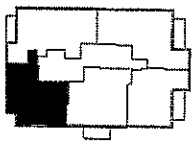
AREA:
1,093 sq. ft.
BALCONY
104 sq. ft.





02.27.2017

SCALE: 3/32" = 1'-0"
0 1 5 10 20 FEET N



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Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

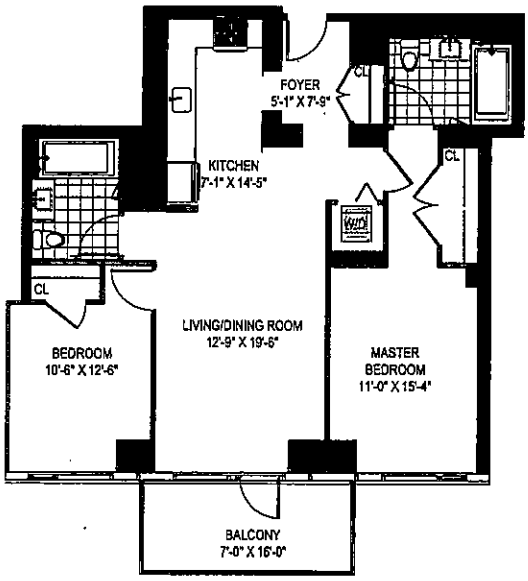
1 Brooklyn Bay

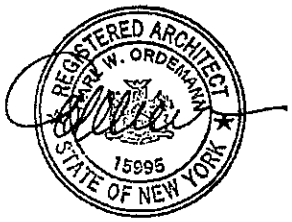
UNIT C

23rd to 27th Floors

2 BEDROOMS
2 BATH
LIVING/ DINING ROOM
BALCONY

AREA:
1,183 sq. ft.
BALCONY
112 sq. ft.





02.27.2017

SCALE: 3/32" = 1'-0"
0 1 5 10 20 FEET N



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

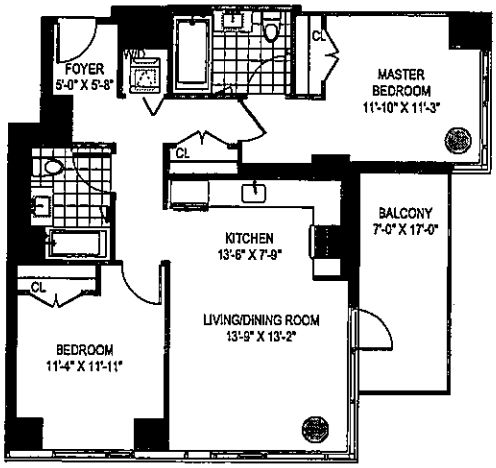
1 Brooklyn Bay

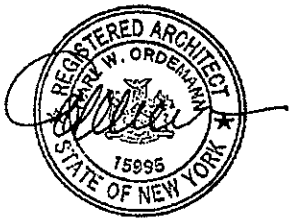
UNIT D

23rd to 27th Floors

2 BEDROOMS
2 BATH
LIVING/ DINING ROOM
BALCONY

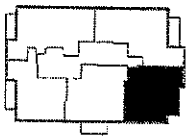
AREA:
1,033 sq. ft.
BALCONY
119 sq. ft.





02.27.2017

SCALE: 3/32" = 1'-0"
0 1 5 10 20 FEET N



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Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

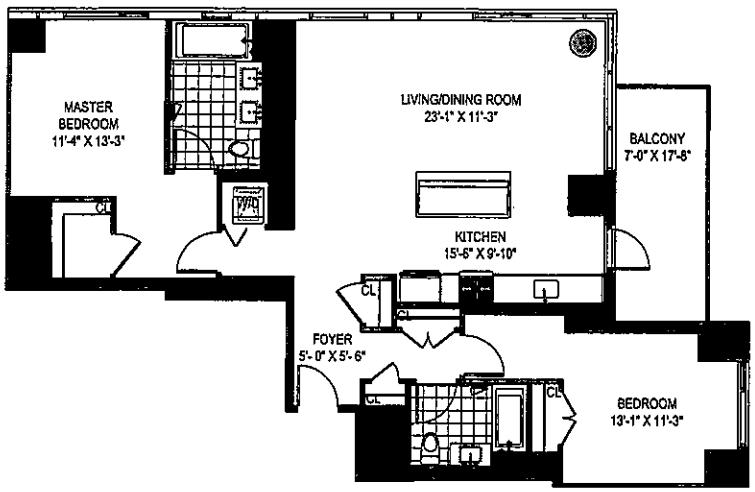
1 Brooklyn Bay

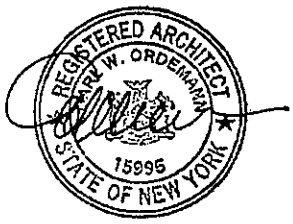
UNIT E

23rd to 27th Floors

2 BEDROOMS
2 BATH
LIVING/ DINING ROOM
BALCONY

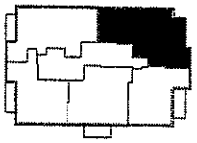
AREA:
1,369 sq. ft.
BALCONY
123 sq. ft.





02.27.2017

SCALE: 3/32" = 1'-0"
0 1 5 10 20 FEET N



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Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

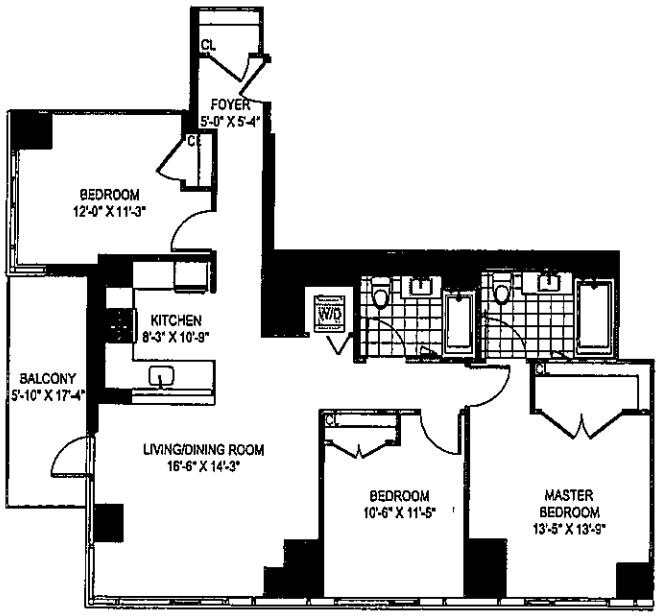
1 Brooklyn Bay

UNIT PH 28 B

28th Floor

3 BEDROOMS
2 BATH
LIVING/ DINING ROOM
BALCONY

AREA:
1,356 sq. ft.
BALCONY
101 sq. ft.





02.27.2017

SCALE: 3/32" = 1'-0"
0 1 5 10 20 FEET N



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

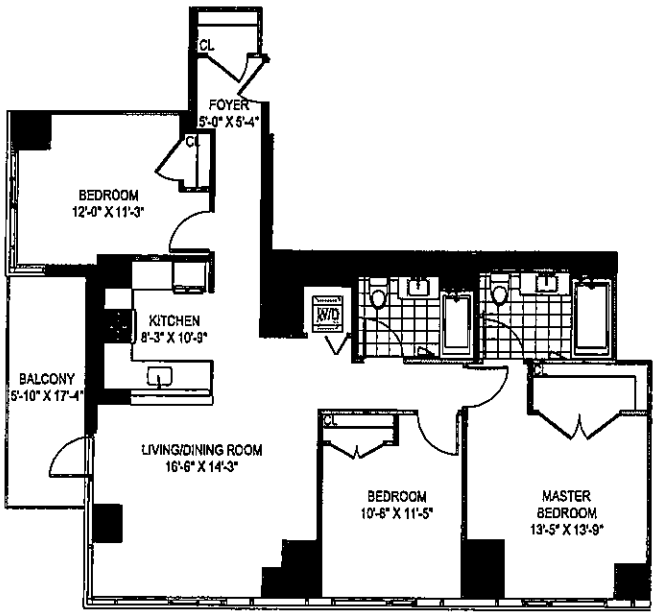
1 Brooklyn Bay

UNIT PH 29 B

29th Floor

3 BEDROOMS
2 BATH
LIVING/ DINING ROOM
BALCONY

AREA:
1,356 sq. ft.
BALCONY
101 sq. ft.





02.27.2017

SCALE: 3/32" = 1'-0"
0 1 5 10 20 FEET N



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

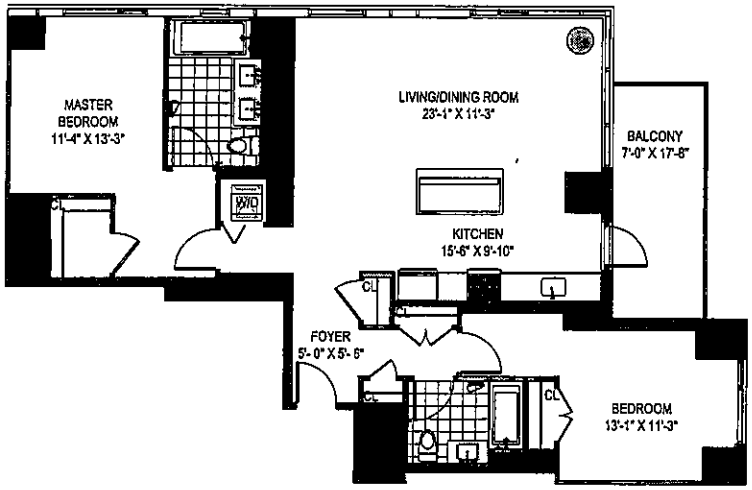
1 Brooklyn Bay

UNIT PH D

28th to 29th Floors

2 BEDROOMS
2 BATH
LIVING/ DINING ROOM
BALCONY

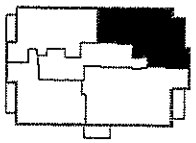
AREA:
1,366 sq. ft.
BALCONY
123 sq. ft.



REGISTERED ARCHITECT
KARL W. ORDELHEIDE
15995
STATE OF NEW YORK

02.27.2017

SCALE: 3/32" = 1'-0"
0 1 5 10 20 FEET N



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Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

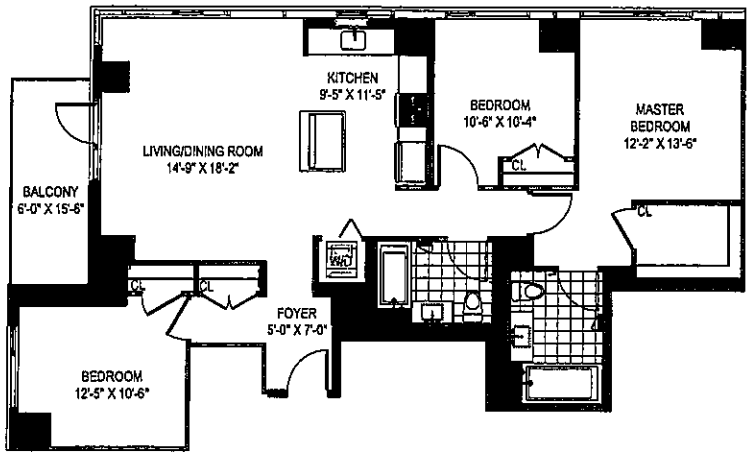
1 Brooklyn Bay

UNIT PH 29 A

29th Floor

3 BEDROOMS
2 BATH
LIVING/ DINING ROOM
BALCONY

AREA:
1,375 sq. ft.
BALCONY
93 sq. ft.





02.27.2017

SCALE: 3/32" = 1'-0"
0 1 5 10 20 FEET N



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

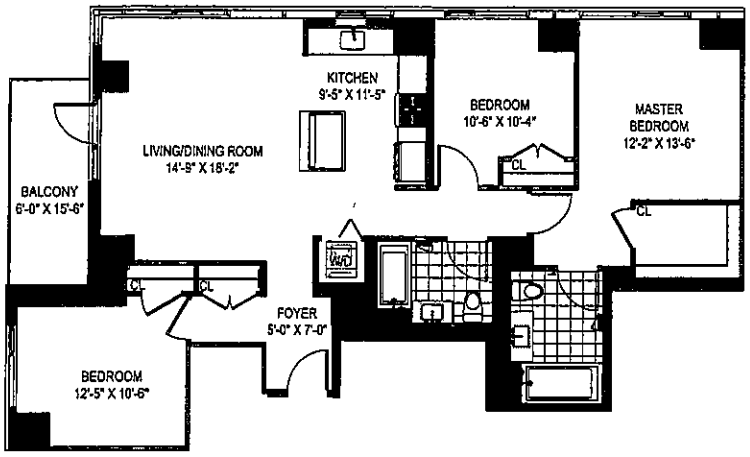
1 Brooklyn Bay

UNIT PH 28 A

28th Floor

3 BEDROOMS
2 BATH
LIVING/ DINING ROOM
BALCONY

AREA:
1,375 sq. ft.
BALCONY
93 sq. ft.



REGISTERED ARCHITECT
KARL W. ORDELMANN
15995
STATE OF NEW YORK

02.27.2017

SCALE: 3/32" = 1'-0"
0 1 5 10 20 FEET N



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

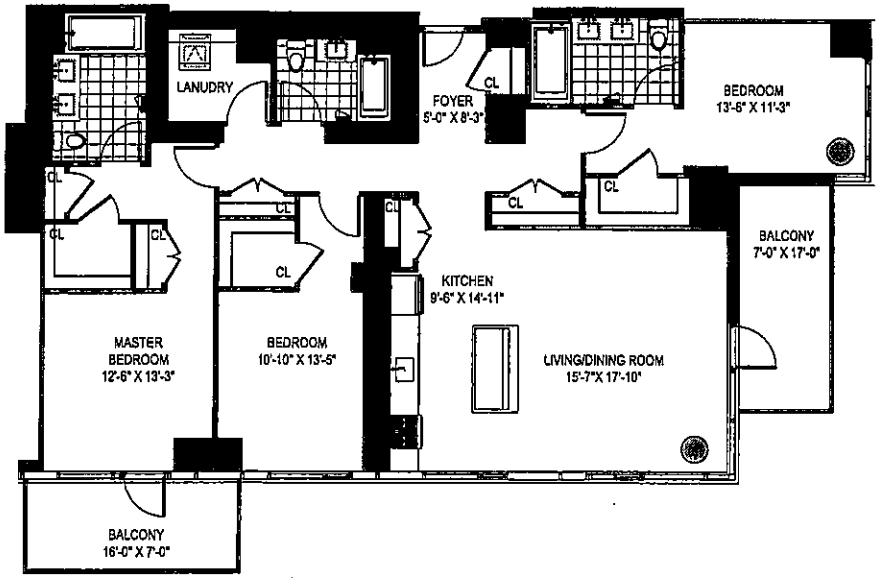
1 Brooklyn Bay

UNIT PH 28 C

28th Floor

3 BEDROOMS
3 BATH
LIVING/ DINING ROOM
BALCONY

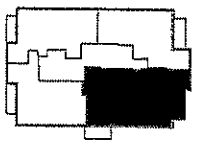
AREA:
1,960 sq. ft.
BALCONY
231 sq. ft.



REGISTERED ARCHITECT
GARY W. ORDEMANN
15995
STATE OF NEW YORK

02.27.2017

SCALE: 3/32" = 1'-0"
0 1 5 10 20 FEET N



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

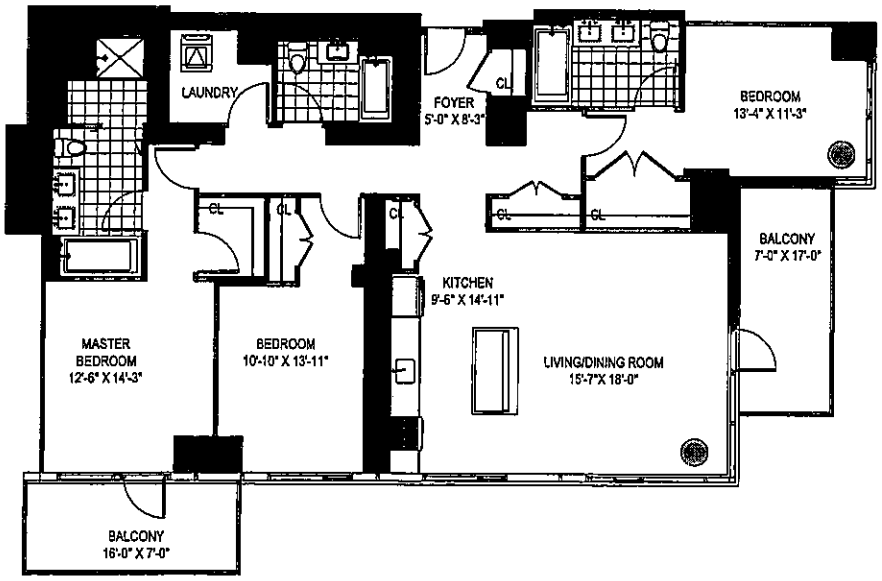
1 Brooklyn Bay

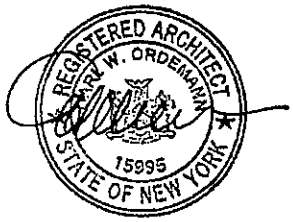
UNIT PH 29 C

29th Floor

3 BEDROOMS
3 BATH
LIVING/ DINING ROOM
BALCONY

AREA:
1,927 sq. ft.
BALCONY
231 sq. ft.



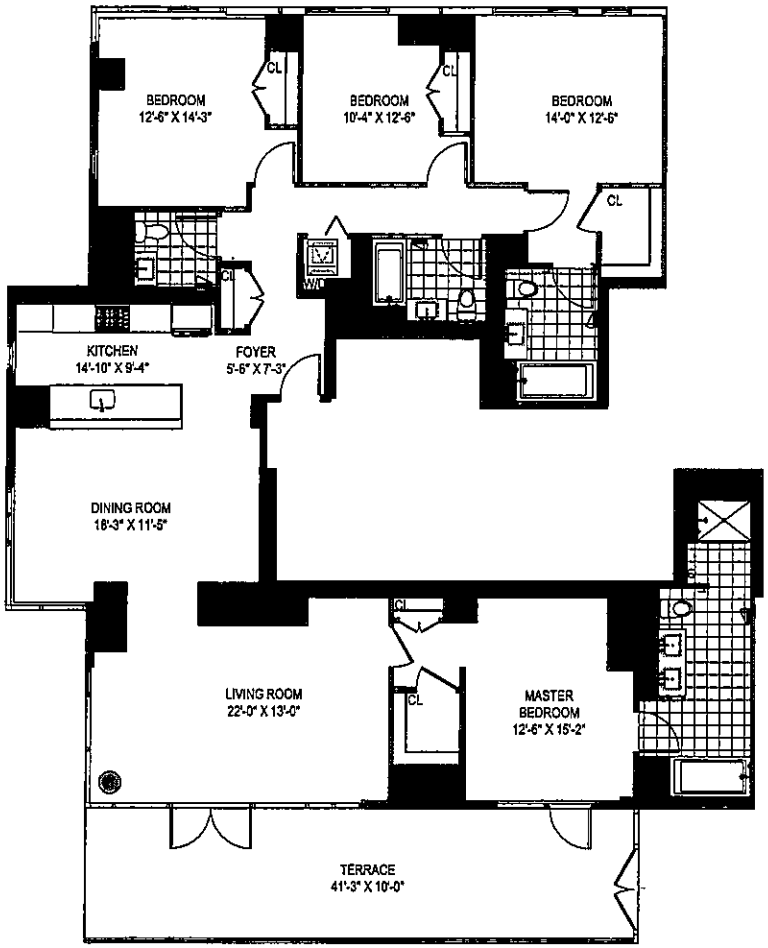


02.27.2017

SCALE: 3/32" = 1'-0"
0 1 5 10 20 FEET N



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



1 Brooklyn Bay

UNIT PH 30 A

30th Floor

4 BEDROOMS
3.5 BATH
LIVING/ DINING ROOM
BALCONY

AREA:
2,404 sq. ft.
TERRACE
412 sq. ft.

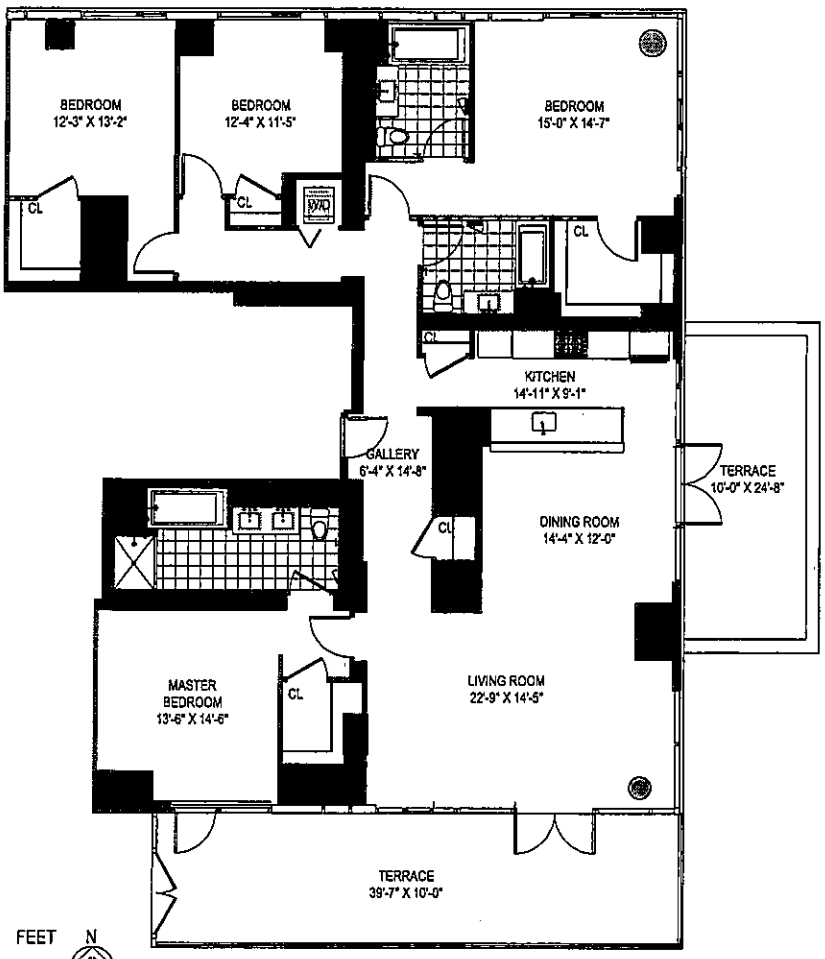


02.27.2017

SCALE: 3/32" = 1'-0"
0 1 5 10 20 FEET N



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



1 Brooklyn Bay

UNIT PH 30 B

30th Floor

4 BEDROOMS
3 BATH
LIVING/ DINING ROOM
BALCONY

AREA:
2,502 sq. ft.
TERRACE
642 sq. ft.

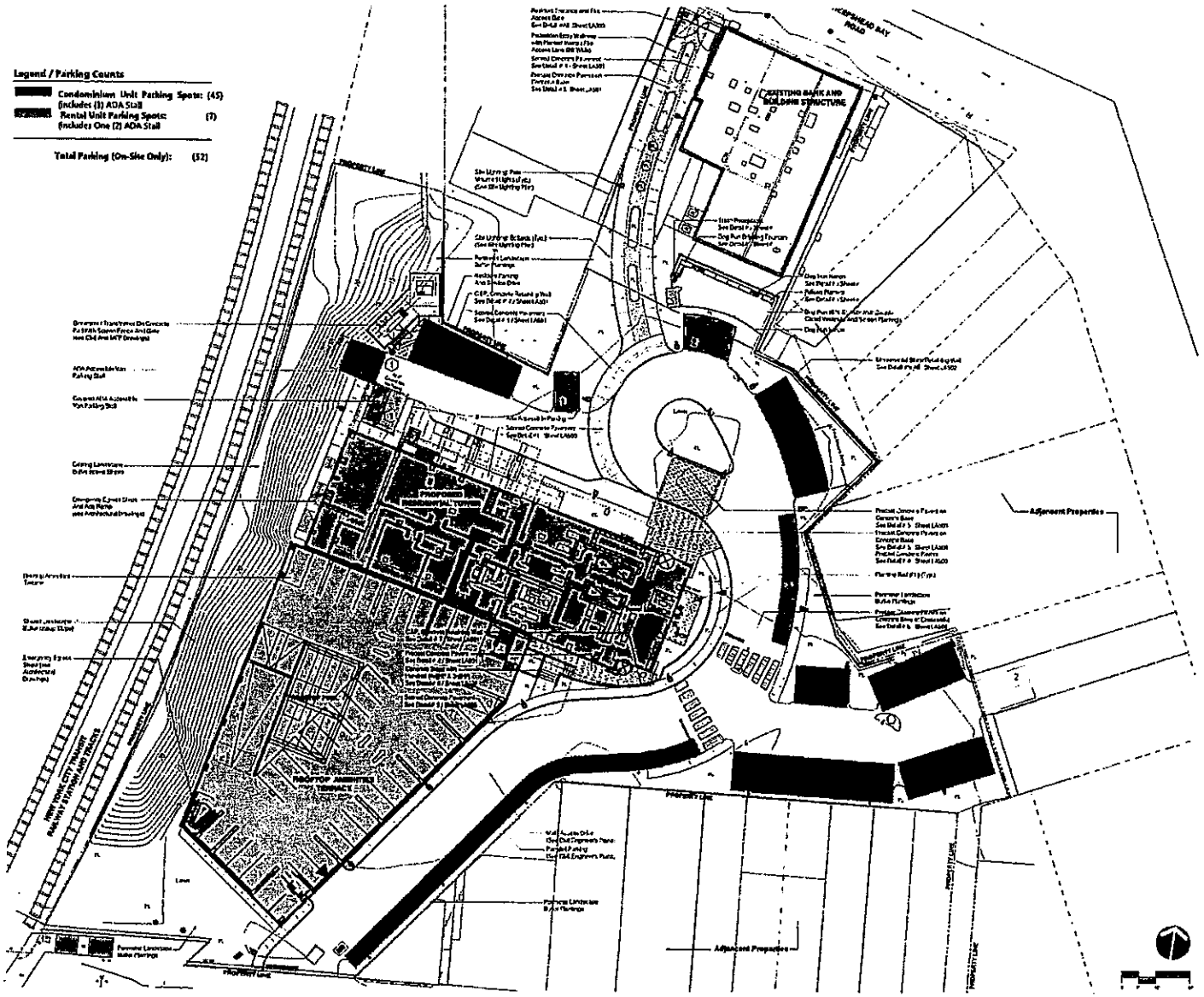


02.27.2017

SCALE: 3/32" = 1'-0"
0 1 5 10 20 FEET N



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



Perkins Eastman

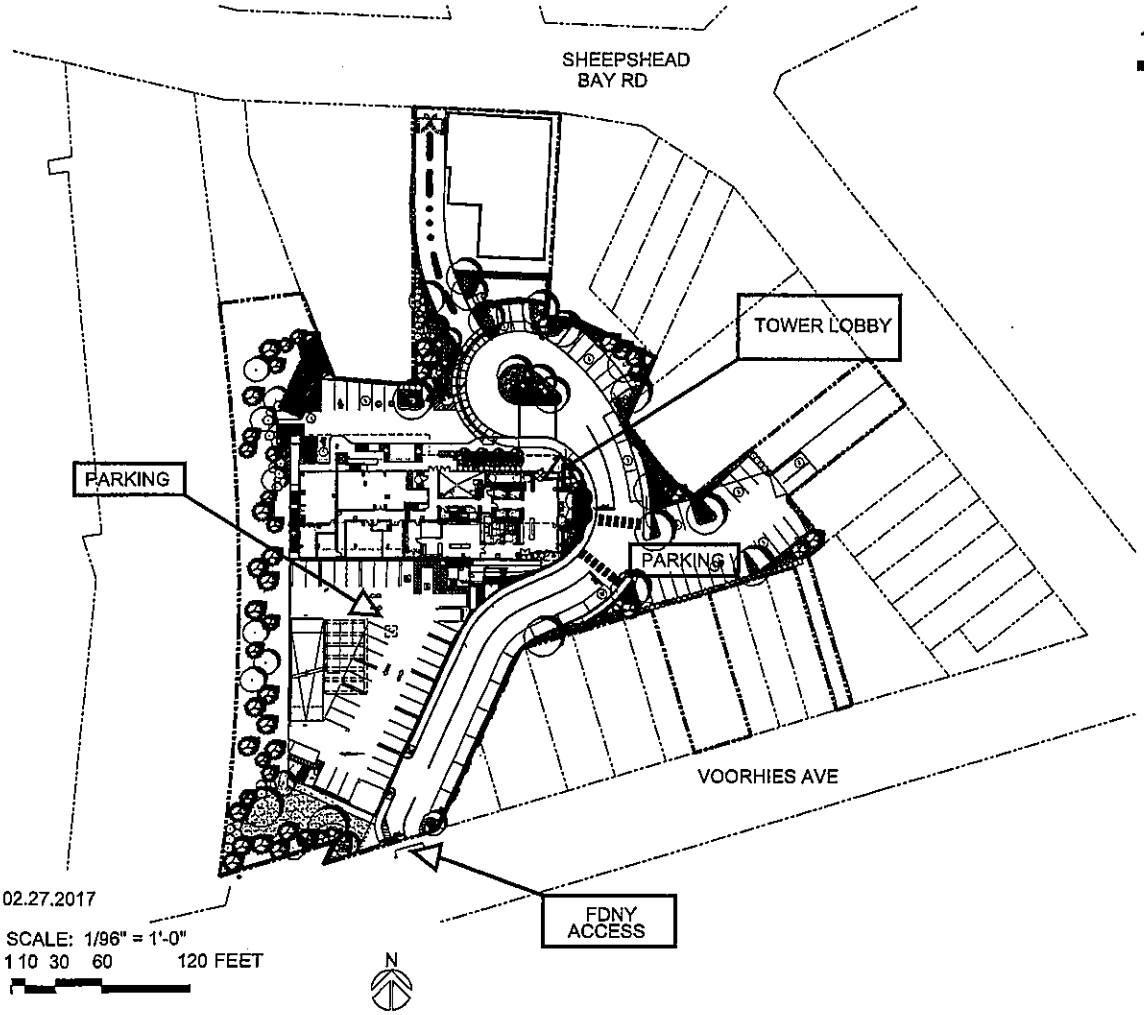
Sheepshead Bay
Residential Tower

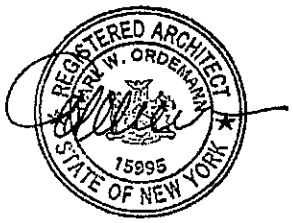
Site Landscape Plan

LA-100.00

1 Brooklyn Bay

SITE PLAN

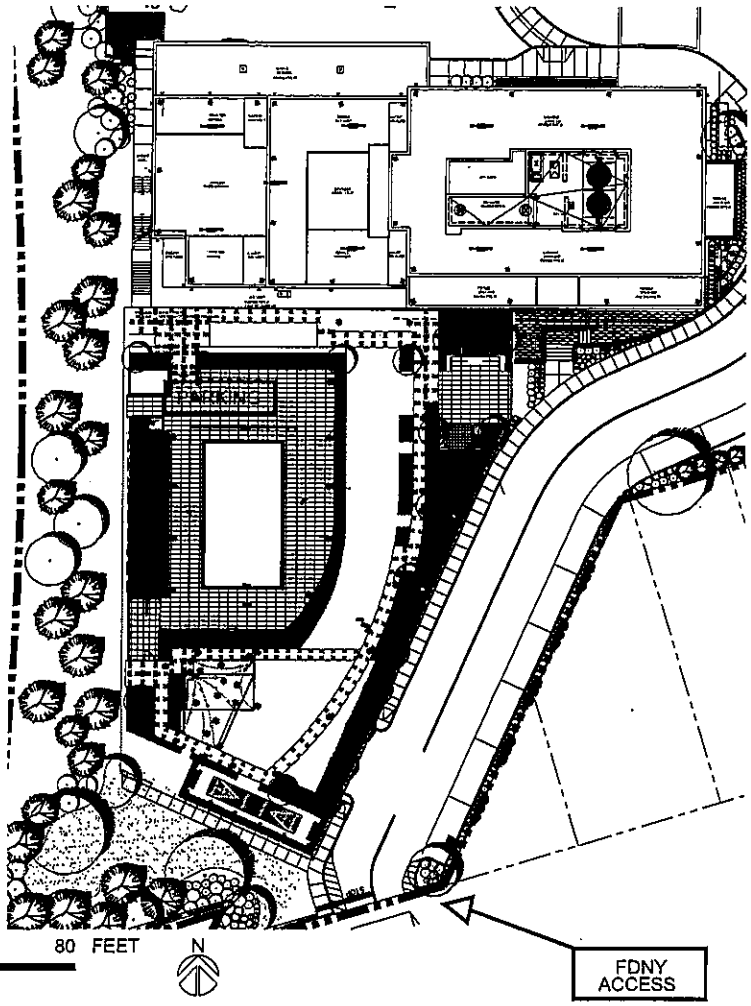




All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

1 Brooklyn Bay

ROOF PLAN



02.27.2017

SCALE: 1/45" = 1'-0"

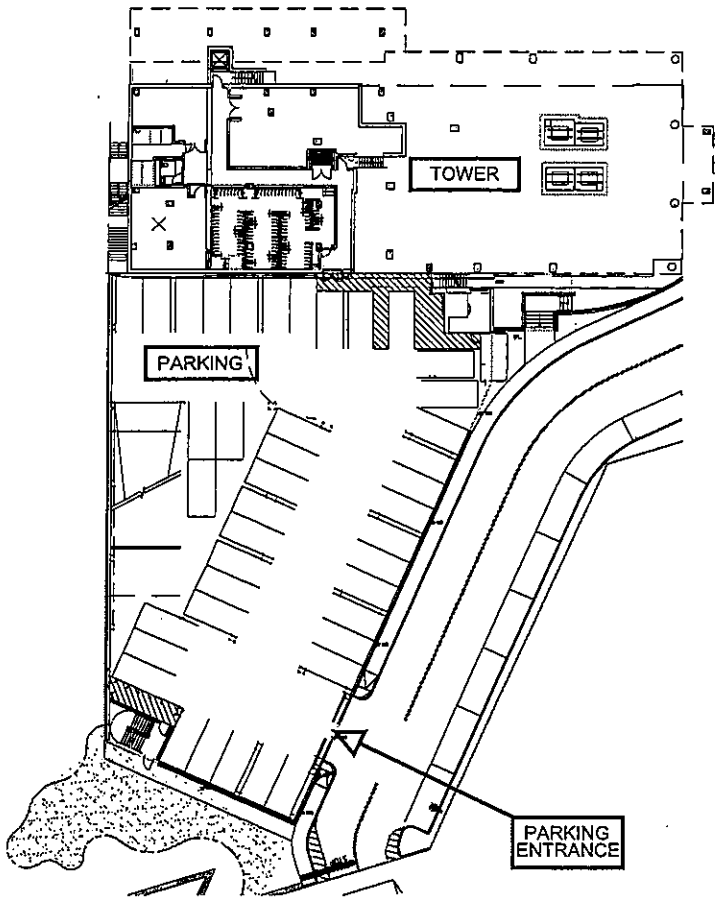
1 5 10 20 40 80 FEET N

REGISTERED ARCHITECT
CARL W. ORDEMANN
15995
STATE OF NEW YORK

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

1 Brooklyn Bay

CELLAR PLAN
PLATE 00



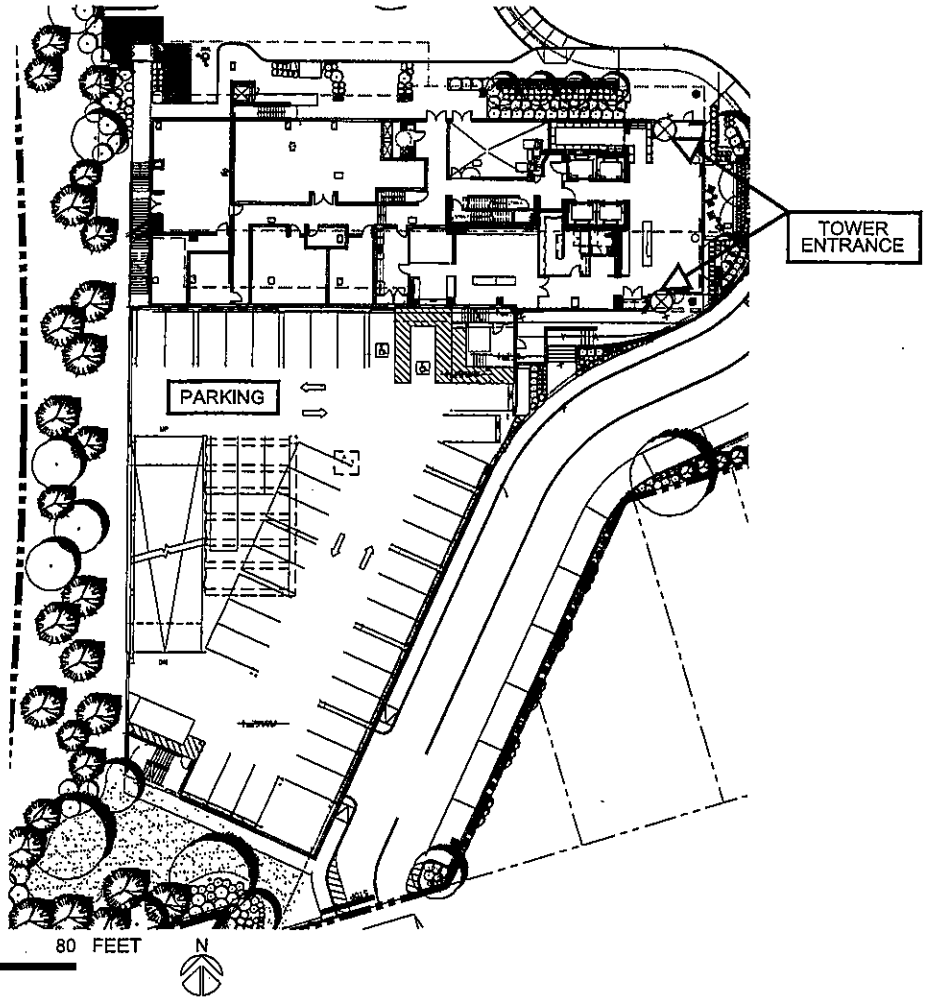
REGISTERED ARCHITECT
CARL W. ORDEMANN
15995
STATE OF NEW YORK

02.27.2017

SCALE: 1/45" = 1'-0"
1 5 10 20 40 80 FEET

N

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



1 Brooklyn Bay

1ST FLOOR PLAN
PLATE 01

REGISTERED ARCHITECT
GARY W. ORDEMANN
15995
STATE OF NEW YORK

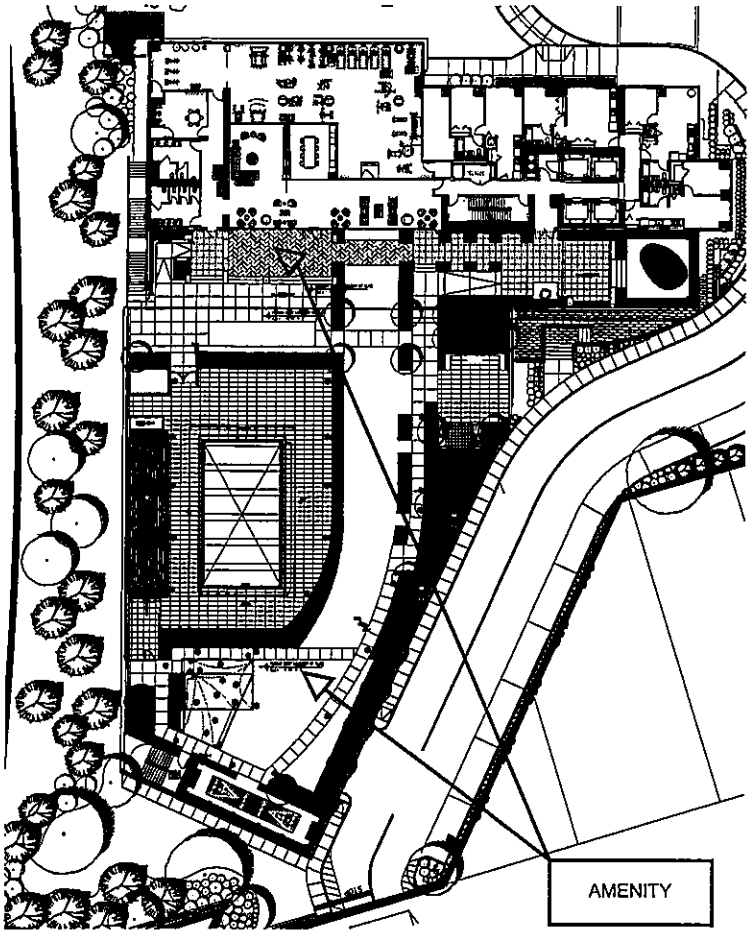
02.27.2017

SCALE: 1/45" = 1'-0"
1 5 10 20 40 80 FEET N

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

1 Brooklyn Bay

3RD FLOOR PLAN
PLATE 02

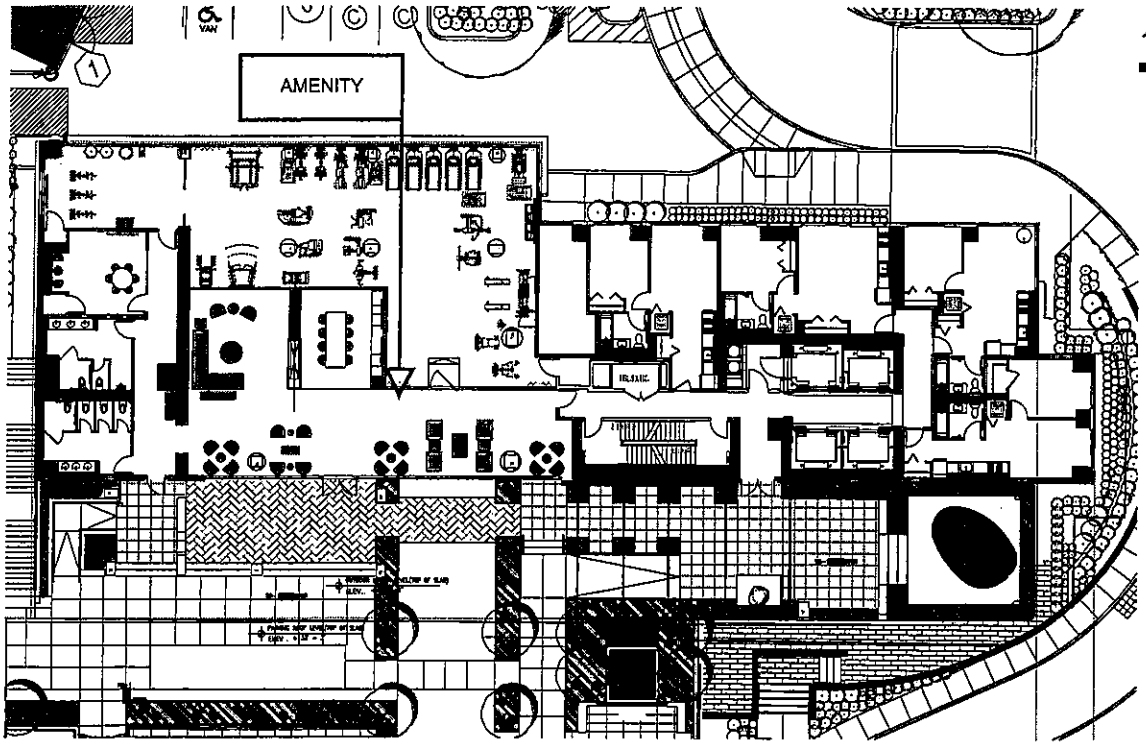


02.27.2017

SCALE: 1/45" = 1'-0"
1 5 10 20 40 80 FEET N

REGISTERED ARCHITECT
KARL W. ORDEMANN
15995
STATE OF NEW YORK

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



1 Brooklyn Bay

3RD FLOOR PLAN
PLATE 02

REGISTERED ARCHITECT
ANDREW W. ORDENMANN
15995
STATE OF NEW YORK

02.27.2017

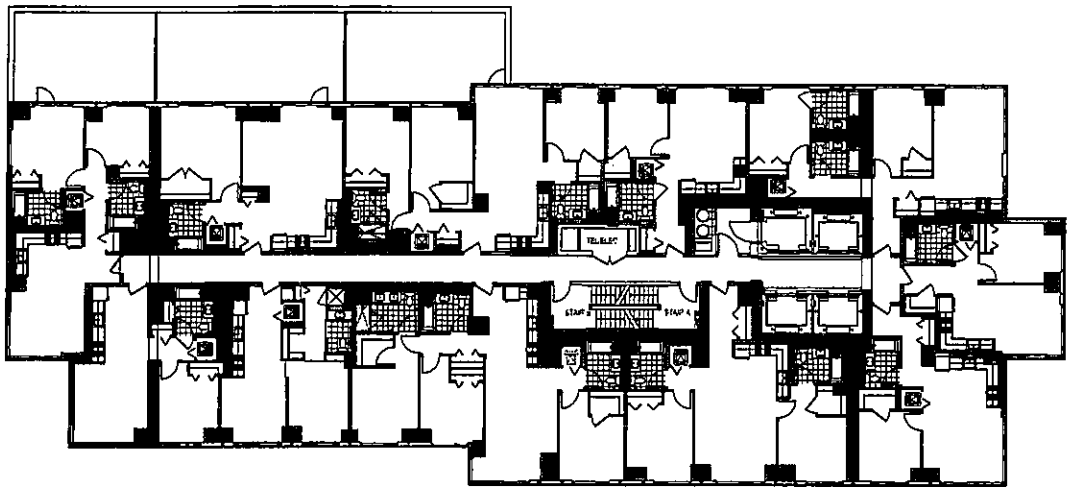
SCALE: 1" = 25'-0"
01 5 10 25 50 FEET N

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

1 Brooklyn Bay

4TH TO 5TH FLOOR PLAN

PLATE 04





02.27.2017

SCALE: 1" = 25'-0"

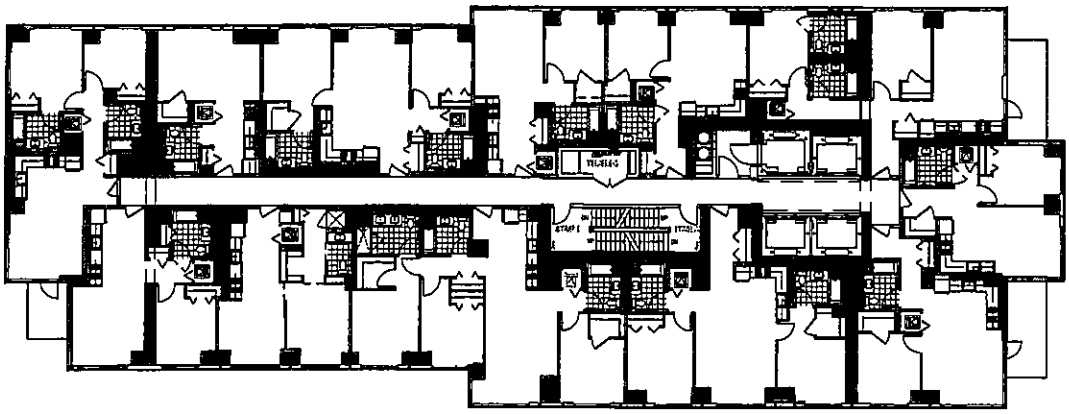
01 5 10 25 50 FEET N

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

1 Brooklyn Bay

6TH TO 18TH FLOOR PLAN

PLATE 05





02.27.2017

SCALE: 1" = 25'-0"

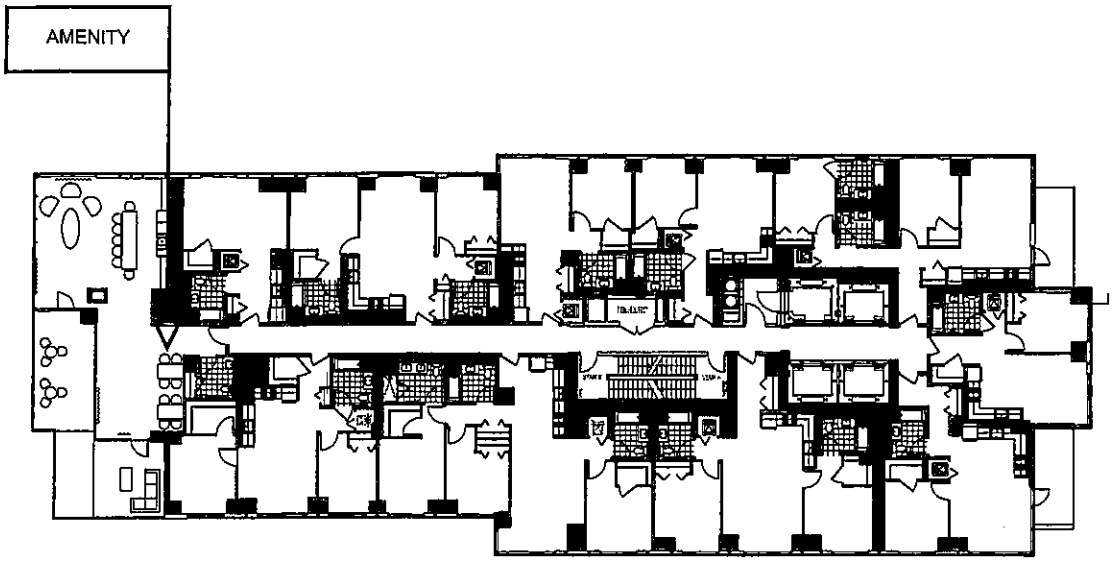
01 5 10 25 50 FEET N

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

1 Brooklyn Bay

19TH FLOOR PLAN

PLATE 06



REGISTERED ARCHITECT
KARL W. ORDEMANN
15995
STATE OF NEW YORK

02.27.2017

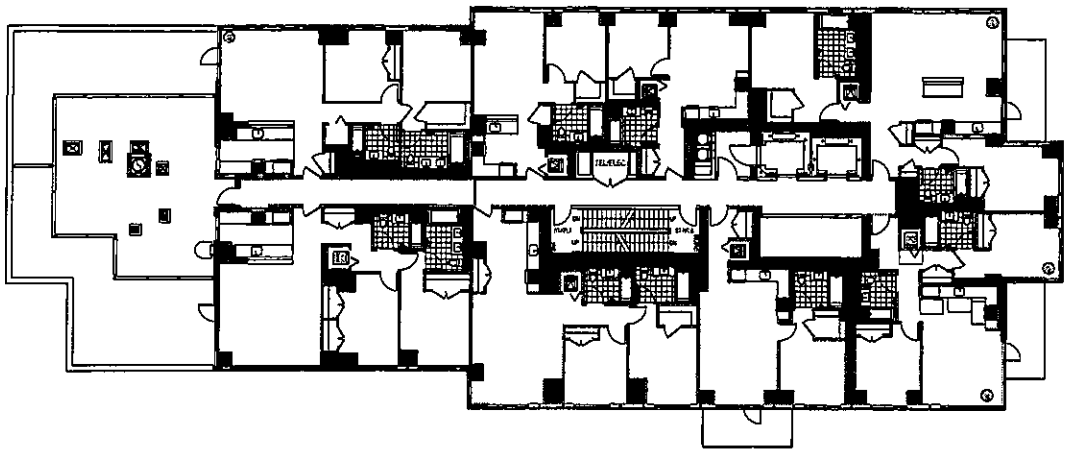
SCALE: 1" = 25'-0"

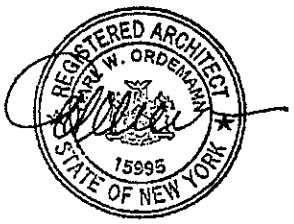
01 5 10 25 50 FEET N

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

1 Brooklyn Bay

20TH FLOOR PLAN
PLATE 07





02.27.2017

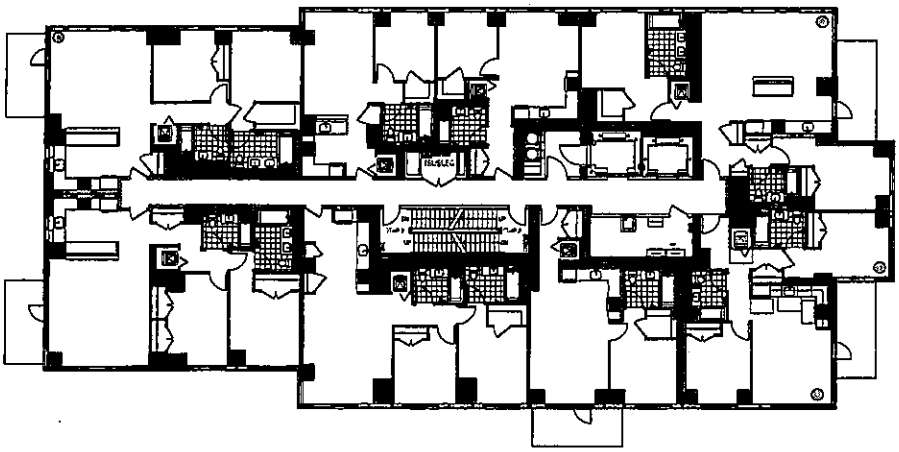
SCALE: 1" = 25'-0"
01 5 10 25 50 FEET N

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

1 Brooklyn Bay

21ST FLOOR PLAN

PLATE 08



REGISTERED ARCHITECT
MARK W. ORDEMANN
15995
STATE OF NEW YORK

02.27.2017

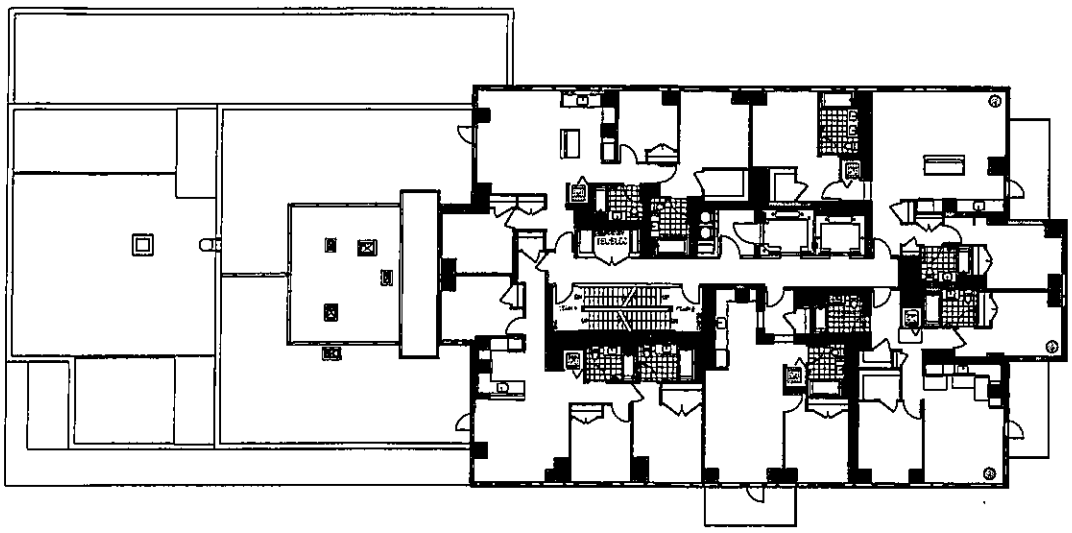
SCALE: 1" = 25'-0"
01 5 10 25 50 FEET N

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

1 Brooklyn Bay

22ND FLOOR PLAN

PLATE 09





02.27.2017

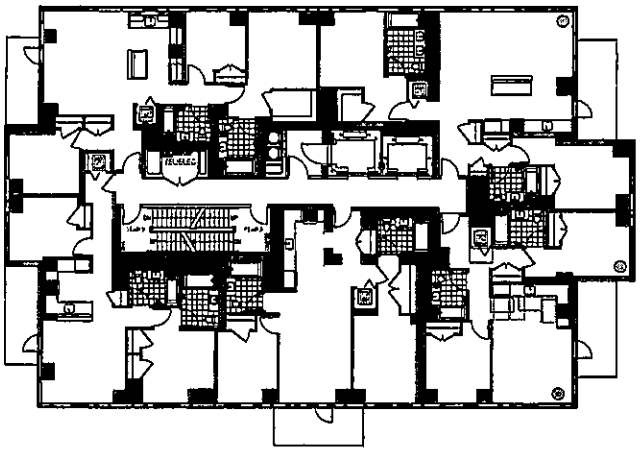
SCALE:
12 4 8 16 FEET



All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

1 Brooklyn Bay

23RD TO 27TH FLOOR PLAN
PLATE 10



REGISTERED ARCHITECT
KARL W. ORDEMANN
15995
STATE OF NEW YORK

02.27.2017

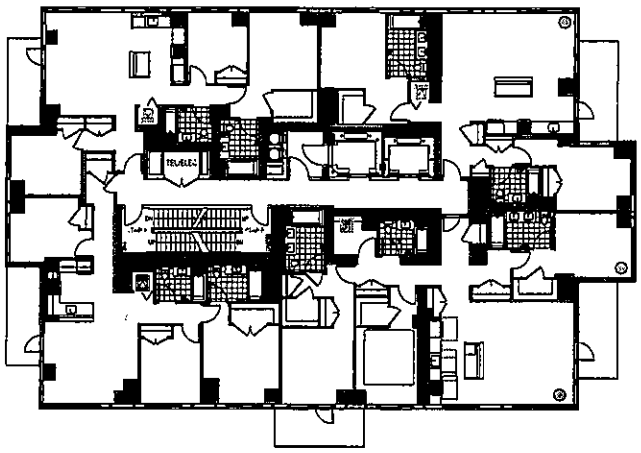
SCALE: 1" = 25'-0"
01 5 10 25 50 FEET N

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

1 Brooklyn Bay

28TH FLOOR PLAN

PLATE 11



REGISTERED ARCHITECT
GARY W. ORDEMANN
15995
STATE OF NEW YORK

02.27.2017

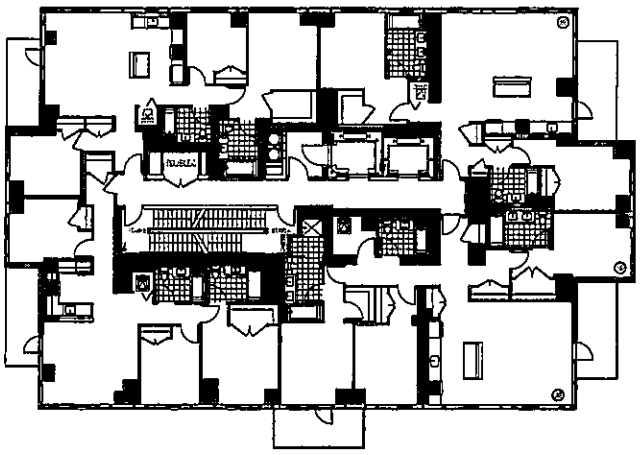
SCALE: 1" = 25'-0"

01 5 10 25 50 FEET N

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

1 Brooklyn Bay

29TH FLOOR
PLATE 12



REGISTERED ARCHITECT
CARL W. ORDELHEIDE
15995
STATE OF NEW YORK

02.27.2017

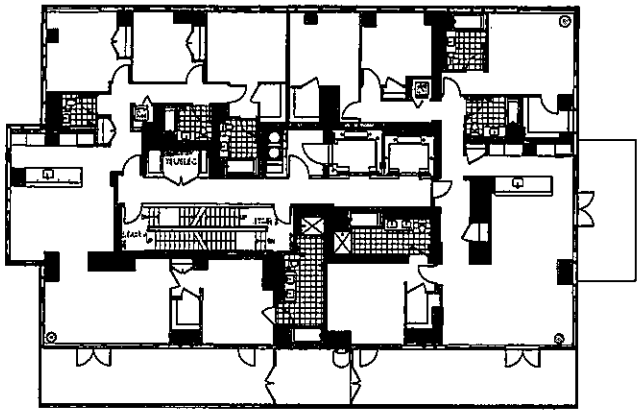
SCALE: 1" = 25'-0"
01 5 10 25 50 FEET N

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

1 Brooklyn Bay

30TH FLOOR PLAN

PLATE 13



REGISTERED ARCHITECT
CARL W. ORDEMANN
15995
STATE OF NEW YORK

02.27.2017

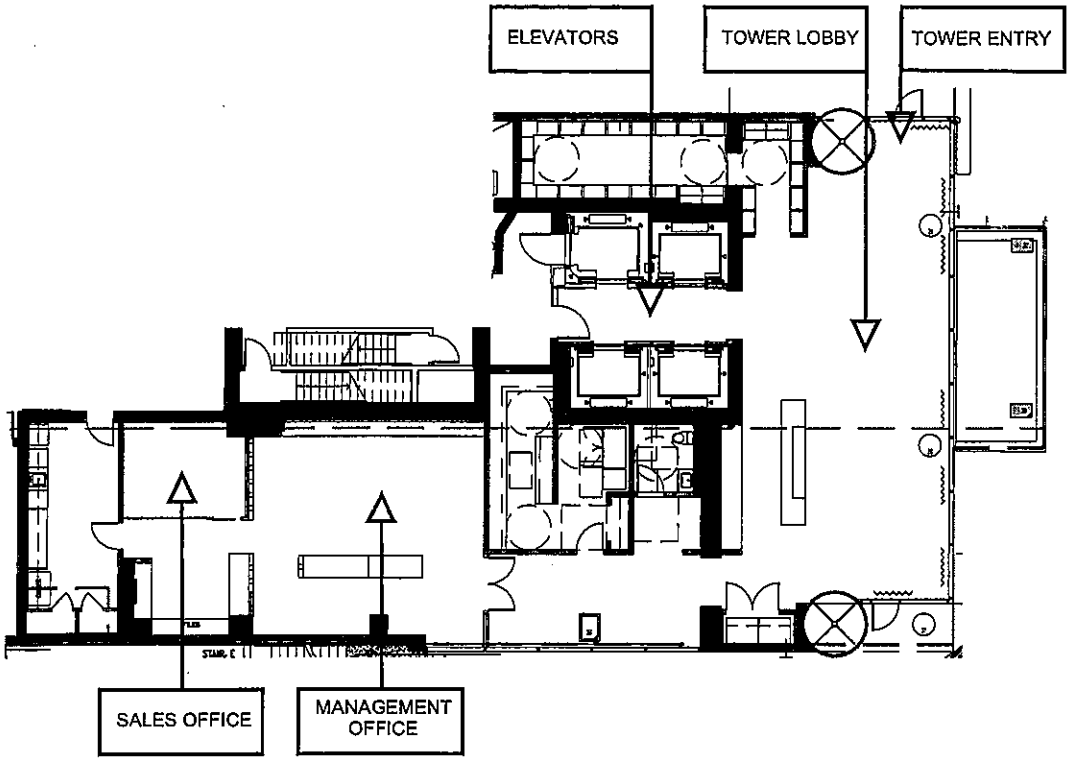
SCALE: 1" = 25'-0"

01 5 10 25 50 FEET N

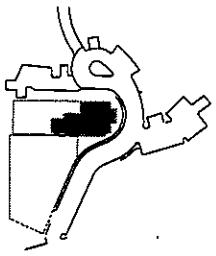
All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

1 Brooklyn Bay

TOWER
ENTRY LOBBY
1ST FLOOR



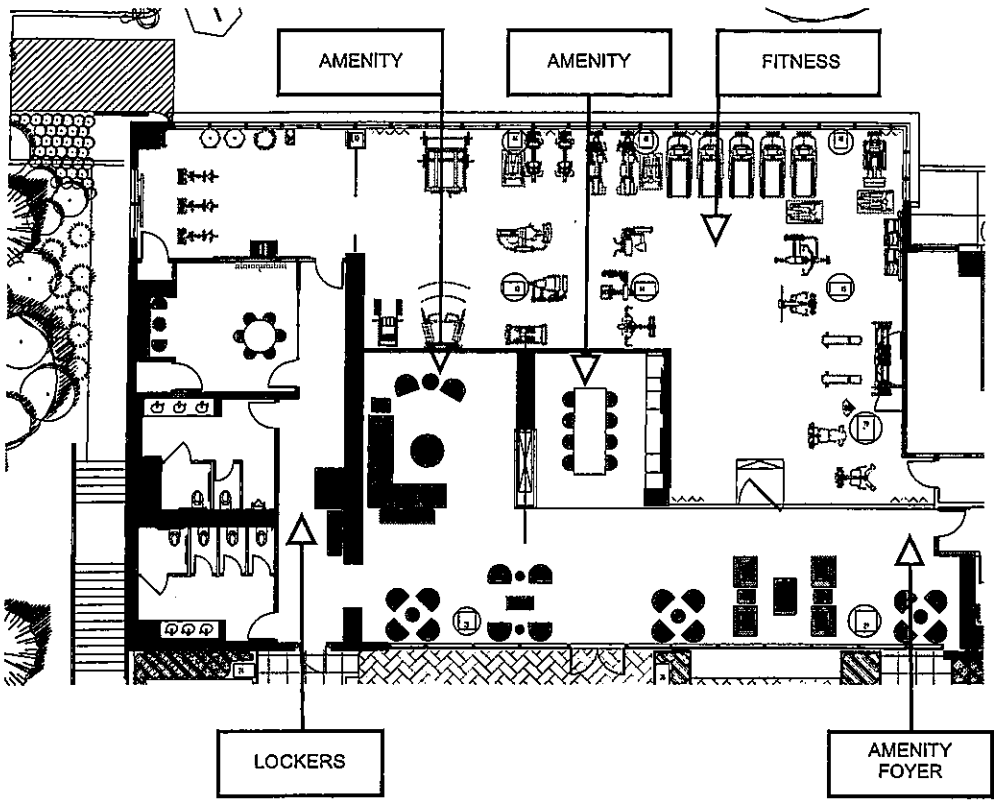




02.07.2017

SCALE: 1/16" = 1'-0"
1 5 10 20 30 FEET N

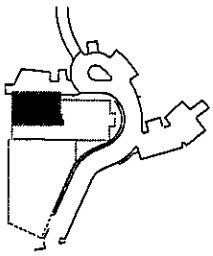
All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



1 Brooklyn Bay

AMENITY AREA
3RD FLOOR

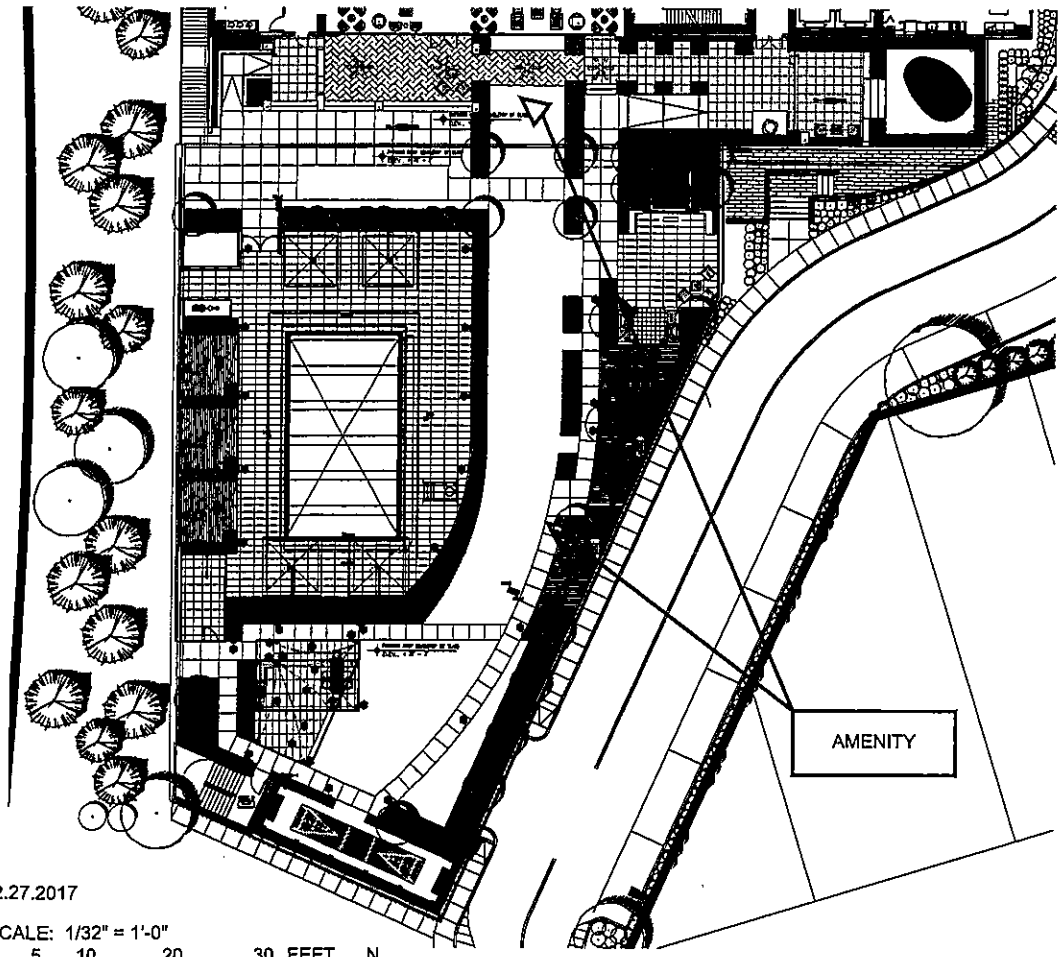




02.27.2017

SCALE: 1/16" = 1'-0"
1 5 10 20 30 FEET N

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.



02.27.2017

SCALE: 1/32" = 1'-0"

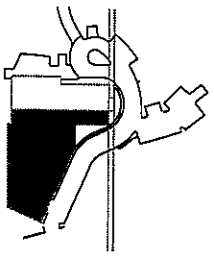
1 5 10 20 30 FEET N

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

1 Brooklyn Bay

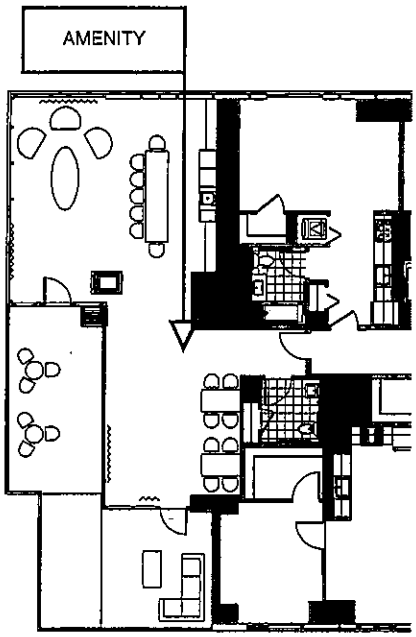
OUTDOOR
AMENITY AREA
3RD FLOOR

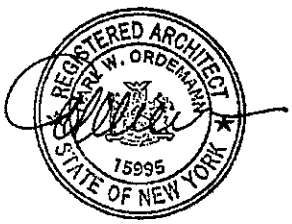


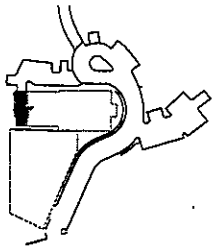


1 Brooklyn Bay

AMENITY AREA
17TH FLOOR







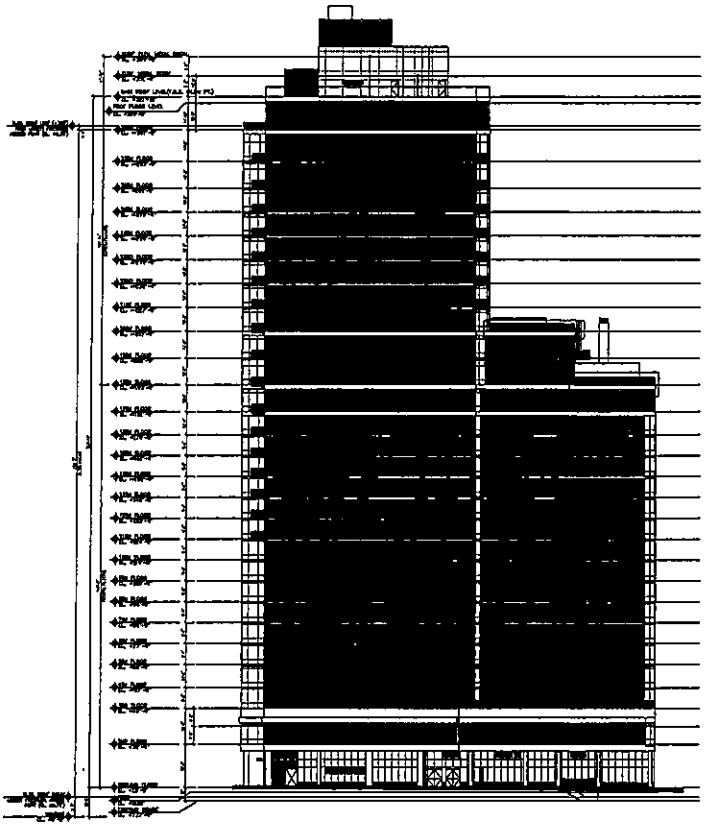
02.27.2017

SCALE: 1/16" = 1'-0"
1 5 10 20 30 FEET N

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

1 Brooklyn Bay

NORTH ELEVATION
FACADE





02.27.2017

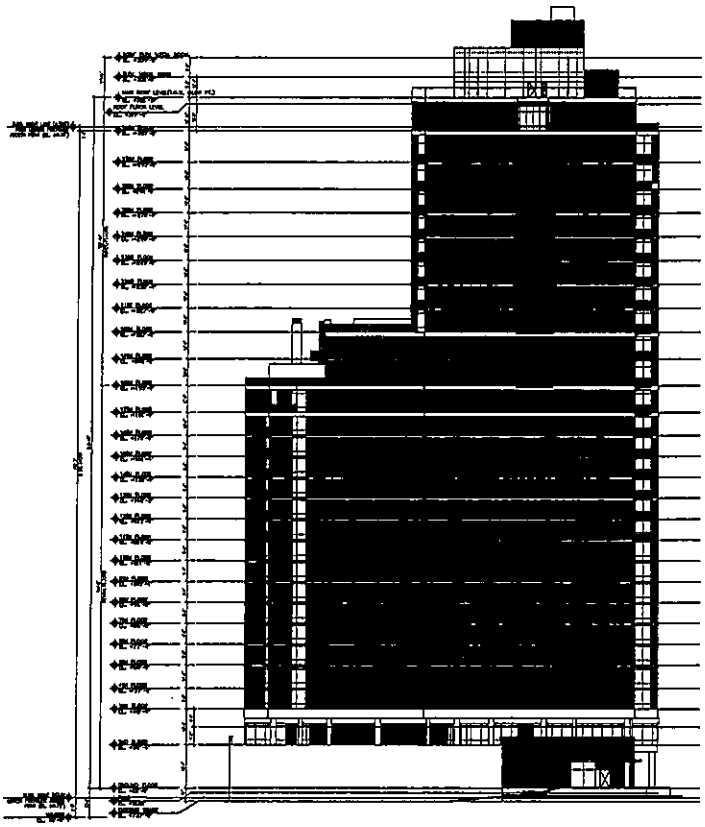
SCALE: 1/64" = 1'-0"
15 25 50 100 FEET

N

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

1 Brooklyn Bay

SOUTH ELEVATION
FACADE



REGISTERED ARCHITECT
KARL W. ORDEMANN
15995
STATE OF NEW YORK

02.27.2017

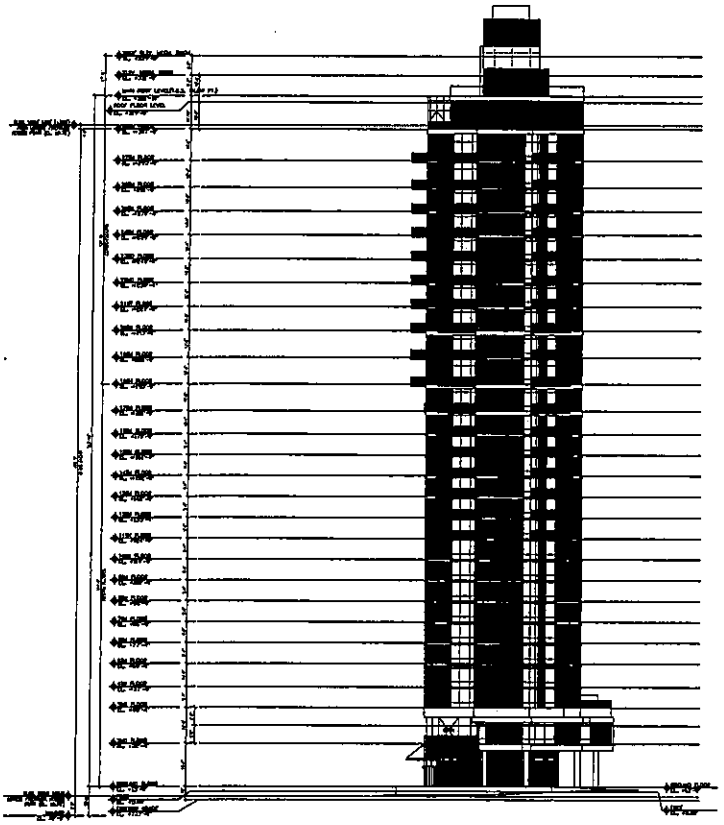
SCALE: 1/64" = 1'-0"
15 25 50 100 FEET

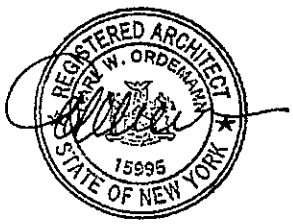
N

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

1 Brooklyn Bay

EAST ELEVATION
FACADE





02.27.2017

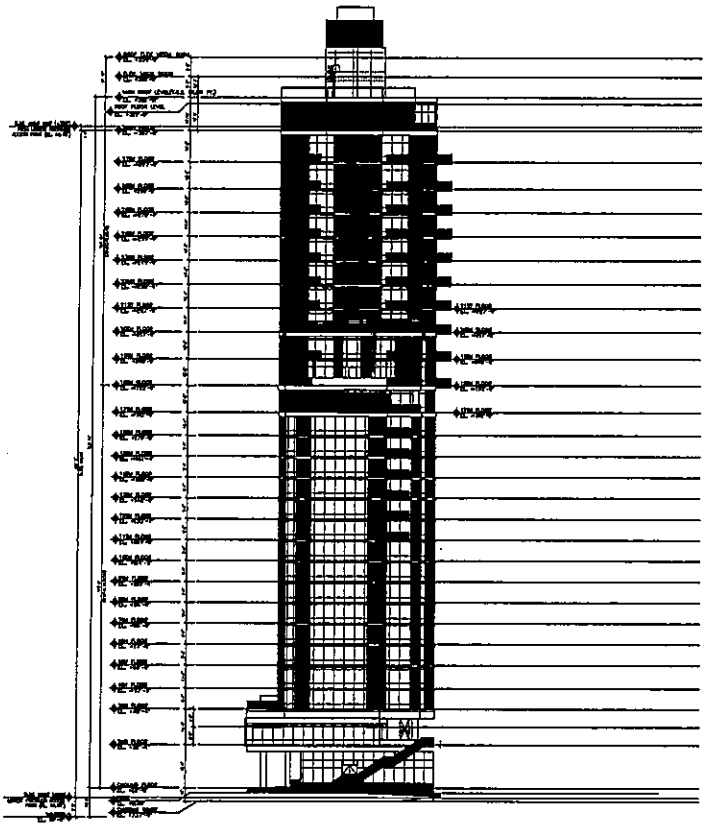
SCALE: 1/64" = 1'-0"
15 25 50 100 FEET

N

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

1 Brooklyn Bay

WEST ELEVATION
FACADE





02.27.2017

SCALE: 1/64" = 1'-0"
15 25 50 100 FEET

N

All dimensions and ceiling heights are approximate and subject to normal construction variances and tolerances.
Square footage exceeds the usable floor area. Sponsor reserves the right to make changes in accordance with the Offering Plan.

MUNICIPAL, DEPARTMENTAL AND OTHER INFORMATIONAL SEARCHES

Any searches or returns reported herein are furnished **FOR INFORMATION ONLY**. They will not be insured and the company assumes no liability for the accuracy thereof. They will not be continued to the date of closing.

NOTE: ANY QUESTIONS CONCERNING THE ITEMS SHOWN HEREIN AND FURTHER INQUIRIES YOU MAY HAVE SHOULD BE ADDRESSED DIRECTLY WITH THE MUNICIPAL SEARCH COMPANY.

THE FOLLOWING MUNICIPAL SEARCHES HAVE BEEN ORDERED FOR THIS REPORT AND ARE ATTACHED HEREWITH UNLESS OTHERWISE INDICATED:

[X] **Housing and Building Violation Report**
[X] **Certificate of Occupancy**
[X] **Fire Department Report**
[X] **Emergency Repair Lien Report**
[X] **Highway Department Report**
[X] **Air Resources Report**
[X] **Bankruptcy Search**
[X] **Patriot Search**

MUNICIPAL DATA SERVICES

25 Hyatt Street – Suite 301
Staten Island, NY 10301
Phone – (718) 815-0707
Fax – (718) 815-9101
www.munidata.com

Search Date: 08/18/2016

County: KINGS

Title/CoNo.: ROYAL 908940

Address: 1501 VOORHIES AVENUE
A/K/A 3287 VOORHIES AVENUE
A/K/A 3287 SHORE PARKWAY

Block: 7459
Lot: 1001

HOUSING AND BUILDING DEPARTMENT SEARCH

A search of the records of the Department of Buildings and the Rent and Housing Maintenance Department of the City of New York was made on **08/17/2016** . The following violations were reported pending:

BUILDING DEPARTMENT:

(5) VIOLATIONS

RENT AND HOUSING MAINTENANCE DEPARTMENT:

NONE

Last Date of Posting: 07/18/2016

Municipal Data Services Inc. certifies that the records of the above municipal agency were examined on behalf of ROYAL ABSTRACT CORP OF NEW YORK LLC. The information reported above is a true and accurate abstract of the information on file therein. This report is submitted for information purposes only. There are no intended third party beneficiaries. No liability is assumed.

NYC Buildings

CLICK HERE TO SIGN UP FOR BUILDINGS NEWS

NYC Department of Buildings

ECB Violation Details

Premises: 1501 VOORHIES AVENUE BROOKLYN **Filed At: 1501 VOORHIES AVENUE , BROOKLYN , NY 11235**

BIN: 3830150 Block: 7459 Lot: 67 **Community Board: 315**

ECB Violation Summary

VIOLATION OPEN

ECB Violation Number: 35165315H

Severity: CLASS - 1 **Certification Status:** NO COMPLIANCE RECORDED

Penalty Balance Due: $12,000.00 **Hearing Status:** DEFAULT

Respondent Information

Name: AVALON BAY DEVELOPMENT IN

Mailing Address: 275 7 AVENUE , MANHATTAN , NY 10001

Violation Details

Violation Date: 05/02/2016 **Violation Type:** CONSTRUCTION

Served Date: 05/02/2016 **Inspection Unit:** BEST SQUAD

Infraction Codes	Section of Law	Standard Description
174	BC 3310.9.1	NO CONCRETE SAFETY MANAGER PRESENT DURING ALL CONCRETE OPERATIONS AS R EQUIRED

Specific Violation Condition(s) and Remedy:

NO CONGRETE SAFETY MANAGER. FOR SUPER STRUCTURE COMPLY WITH CSN REQUIREMENTS.UPON INSPECTION AT SITE FOUNDATION WORK ON GOING AND SUPER STRUCTURE STARTED. STUCTURE AT 2ND FLOOR. BUILDING DEPT. RECORDS SHOW CONC

Issuing Inspector ID: 1995 **DOB Violation Number:** 050216BS15I01

Issued as Aggravated Level: NO

Dept. of Buildings Compliance History and Events

Certification Status: NO COMPLIANCE RECORDED **Compliance On:**

A Certificate of Correction must be submitted to the Administrative Enforcement Unit (AEU) for all violations. A violation that is not dismissed by ECB will continue to remain ACTIVE or "open" on DOB records until acceptable proof is submitted to the AEU, even if you have paid the penalty imposed by ECB.

ECB Hearing Information

Scheduled Hearing Date/Time: 06/20/2016 8:30 **Hearing Status:** DEFAULT

ECB Penalty Information

Penalty Imposed:	$12,000.00		
Adjustments:	$0.00	**Amount Paid:**	$0.00
Penalty Balance Due:	$12,000.00		

If you have any questions please review these Frequently Asked Questions, the Glossary, or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.

NYC Buildings

NYC

CLICK HERE TO SIGN UP FOR BUILDINGS NEWS

NYC Department of Buildings

ECB Violation Details

Premises: 1501 VOORHIES AVENUE BROOKLYN **Filed At: 1501 VOORHIES AVENUE , BROOKLYN , NY 11235**

BIN: 3830150 Block: 7459 Lot: 67 **Community Board: 315**

ECB Violation Summary

VIOLATION OPEN

ECB Violation Number: 35165311K

Severity: CLASS - 2 **Certification Status:** CERTIFICATE DISAPPROVED

Penalty Balance Due: $400.00 **Hearing Status:** STIPULATION/IN-VIO

Respondent Information

Name: AVALON BAY N.Y.C DEVELOPM

Mailing Address: 275 7 AVENUE,25 FL , NEW YORK , NY 10001

Violation Details

Violation Date: 02/11/2016 **Violation Type:** CONSTRUCTION

Served Date: 02/11/2016 **Inspection Unit:** BEST SQUAD

Infraction Codes	Section of Law	Standard Description
206	27-/28-/BC-MISC	MISCELLANEOUS VIOLATIONS

Specific Violation Condition(s) and Remedy:

3310.5 NO DESIGNATED SITE SAFETY MGM.AS PER CODE UPON INSP VARIOUS SITE SAFETY (MGM) ON SITE.DESIGNATED IS #974 (CARO) (7RB 2,3,9, JAN 28,21,20,19 #2291 #7RB 6,JAN 18,JAN 16 #2322, JAN 13,JAN 14#917 ON & ON THE

Issuing Inspector ID: 1995 **DOB Violation Number:** 021116BS15I01

Issued as Aggravated Level: NO

Dept. of Buildings Compliance History and Events

Certification Status: CERTIFICATE DISAPPROVED **Compliance On:**

Certification Submission Date: 03/08/2016 **Certification Disapproval Date:** 03/08/2016

Stipulated Compliance Due Date: 06/11/2016

A Certificate of Correction must be submitted to the Administrative Enforcement Unit (AEU) for all violations. A violation that is not dismissed by ECB will continue to remain ACTIVE or "open" on DOB records until acceptable proof is submitted to the AEU, even if you have paid the penalty imposed by ECB.

ECB Hearing Information

Scheduled Hearing Date/Time: 03/28/2016 8:30 **Hearing Status:** STIPULATION/IN-VIO

ECB Penalty Information

Penalty Imposed: $400.00

Adjustments: $0.00 **Amount Paid:** $0.00

Penalty Balance Due: $400.00

If you have any questions please review these Frequently Asked Questions, the Glossary, or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.

NYC Buildings

NYC

CLICK HERE TO SIGN UP FOR BUILDINGS NEWS

NYC Department of Buildings

ECB Violation Details

Premises: 1501 VOORHIES AVENUE BROOKLYN **Filed At: 1501 VOORHIES AVENUE , BROOKLYN , NY 11235**

BIN: 3830150 Block: 7459 Lot: 67 **Community Board: 315**

ECB Violation Summary

VIOLATION OPEN

ECB Violation Number: 35183355L

Severity: CLASS - 2 **Certification Status:** NO COMPLIANCE RECORDED

Penalty Balance Due: $530.00 **Hearing Status:** DEFAULT

Respondent Information

Name: AVALON BAY NYC DEVELOPMEN

Mailing Address: 275 7 AVENUE , MANHATTAN , NY 10001

License/Registration/Tracking Number: GC606832

Violation Details

Violation Date: 05/07/2016 **Violation Type:** CONSTRUCTION

Served Date: 05/07/2016 **Inspection Unit:** BEST SQUAD

Infraction Codes	Section of Law	Standard Description
210	28-104.2.2	FAIL TO PROVIDE APPRV/ACCEPTED PLANS ST JOB SITE AT TIME OF INSP

Specific Violation Condition(s) and Remedy:

FAILUE TO PROVIDE APPROVED PLANS AT JOB SITE DURING INSPECTION. AT TIME OF INSPECTION OBSERVED, ACTIVE JOB SITE. SUPER STRUCTUCTURE PHASE IS IN PROGRESS. THE SITE SAFETY PLAN SHOWS THE EXCAVATION PHASE AND FOUN

Issuing Inspector ID: 2574 **DOB Violation Number:** 050716BS15PD01

Issued as Aggravated Level: NO

Dept. of Buildings Compliance History and Events

Certification Status: NO COMPLIANCE RECORDED **Compliance On:**

A Certificate of Correction must be submitted to the Administrative Enforcement Unit (AEU) for all violations. A violation that is not dismissed by ECB will continue to remain ACTIVE or "open" on DOB records until acceptable proof is submitted to the AEU, even if you have paid the penalty imposed by ECB.

ECB Hearing Information

Scheduled Hearing Date/Time: 06/27/2016 8:30 **Hearing Status:** DEFAULT

ECB Penalty Information

Penalty Imposed: $530.00

Adjustments: $0.00 **Amount Paid:** $0.00

Penalty Balance Due: $530.00

If you have any questions please review these Frequently Asked Questions, the Glossary, or call the 311 Citizen Service Center by dialing 311 or (212) NEW YORK outside of New York City.

AEUHAZ1

D.O.B. VIOLATION ISSUED FOR THE FAILURE TO CERTIFY CORRECTION FOR A CLASS-1 (HAZARDOUS) E.C.B. VIOLATION WITHIN ONE MONTH WITH A $1,500 CIVIL PENALTY.

CONTACT (A.E.U.) ADMINISTRATION ENFORCEMENT UNIT AT:
(212) 393-2405

V 072716AEUHAZ100415	

THE FOLLOWING VIOLATION(S) ARE PENDING ON THE N.Y.C BUILDING INFORMATION SYSTEM. COPIES CAN BE ORDERED FOR AN ADDITIONAL FEE. NOTE: ACCORDING TO BUILDING DEPARTMENT PERSONNEL THERE IS A DELAY IN OBTAINING COPIES (IF AVAILABLE).

VP 072015CBS15WR05	

MUNICIPAL DATA SERVICES

25 Hyatt Street – Suite 301
Staten Island, NY 10301
Phone – (718) 815-0707
Fax – (718) 815-9101
www.munidata.com

County: KINGS **Search Date:** 08/19/2016

Title/CoNo.: ROYAL 908940

Address: 1501 VOORHIES AVENUE
A/K/A 3287 VOORHIES AVENUE
A/K/A 3287 SHORE PARKWAY

Block: 7459
Lot: 1001

CERTIFICATE OF OCCUPANCY SEARCH

A SEARCH OF THE RECORDS OF THE NEW YORK CITY DEPARTMENT OF BUILDINGS WAS PERFORMED SUBSEQUENT TO SEPTEMBER 11, 2001. DUE TO RESTRICTIONS ON ACCESS, CERTAIN INFORMATION WAS RESEARCHED AND PROVIDED BY DOB PERSONNEL.

No Certificate of Occupancy issued according to Building Department Index/computer records. The following information has been found:

NB# 320627283 APPROVED 06/08/2015

TO ERECT A TWENTY-EIGHT STORY BUILDING; TWO HUNDRED AND THIRTY-SIX APARTMENTS, GARAGE AND PARKING.
NOT SIGNED OFF.
The above information was abstracted from computer records.

NOTE: THERE ARE OPEN ALTERATIONS/PERMITS SHOWN ON THE N.Y.C. BUILDING INFORMATION SYSTEM THAT DO NOT REQUIRE A CERTIFICATE OF OCCUPANCY.

IMPORTANT NOTICE REGARDING CERTIFICATE OF OCCUPANCY SEARCHES

THE PURPOSE OF THIS REPORT IS TO PROVIDE THE LATEST CERTIFICATE OF OCCUPANCY AND ANY SUBSEQUENT ALTERATIONS THAT PROPOSE TO CHANGE THE USE OR OCCUPANCY. IT MAY NOT INCLUDE MINOR NON-STRUCTURAL ALTERATIONS OR FILINGS NEVER APPROVED.

Municipal Data Services Inc. certifies that the records of the above municipal agency were examined on behalf of ROYAL ABSTRACT CORP OF NEW YORK LLC. The information reported above is a true and accurate abstract of the information on file therein. This report is submitted for information purposes only. There are no intended third party beneficiaries. No liability is assumed.

3067231 2264295

MUNICIPAL DATA SERVICES

25 Hyatt Street – Suite 301
Staten Island, NY 10301
Phone – (718) 815-0707
Fax – (718) 815-9101
www.munidata.com

County: KINGS **Search Date:** 08/19/2016

Title/CoNo.: ROYAL 908940/A

Address: 1501 VOORHIES AVENUE
A/K/A 3287 VOORHIES AVENUE
A/K/A 3287 SHORE PARKWAY

Block: 7459
Lot: 1002

CERTIFICATE OF OCCUPANCY SEARCH

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3067232 2264303

MUNICIPAL DATA SERVICES

25 Hyatt Street – Suite 301
Staten Island, NY 10301
Phone – (718) 815-0707
Fax – (718) 815-9101
www.munidata.com

Search Date: 08/17/2016

County: KINGS

Title/CoNo.: ROYAL 908940

Address: 1501 VOORHIES AVENUE
A/K/A 3287 VOORHIES AVENUE
A/K/A 3287 SHORE PARKWAY

Block: 7459
Lot: 1001

FIRE DEPARTMENT VIOLATION SEARCH

In reply to your request concerning the above mentioned premises, please be advised that as of **9 A.M. on 06/12/2016** , the records show the following:

NO VIOLATIONS

Violations recorded above are of record in headquarters of the Division of Fire Prevention only, and may not include violations issued by local units.

Municipal Data Services Inc. certifies that the records of the above municipal agency were examined on behalf of ROYAL ABSTRACT CORP OF NEW YORK LLC. The information reported above is a true and accurate abstract of the information on file therein. This report is submitted for information purposes only. There are no intended third party beneficiaries. No liability is assumed.

3067231 2264296

MUNICIPAL DATA SERVICES

25 Hyatt Street – Suite 301
Staten Island, NY 10301
Phone – (718) 815-0707
Fax – (718) 815-9101
www.munidata.com

Search Date: 08/17/2016

County: KINGS

Title/CoNo.: ROYAL 908940

Address: 1501 VOORHIES AVENUE
A/K/A 3287 VOORHIES AVENUE
A/K/A 3287 SHORE PARKWAY

Block: 7459
Lot: 1001

EMERGENCY REPAIRS

A search of the records of the Department of Housing Maintenance Emergency Repairs Unit shows the following:

Amount due HPD: $0.00 **Last Date of Posting:** 07/29/2016

The are no pending Emergency Repair charges as of 9 A.M. 08/18/2016.

Municipal Data Services Inc. certifies that the records of the above municipal agency were examined on behalf of ROYAL ABSTRACT CORP OF NEW YORK LLC. The information reported above is a true and accurate abstract of the information on file therein. This report is submitted for information purposes only. There are no intended third party beneficiaries. No liability is assumed.

3067231 2264297

MUNICIPAL DATA SERVICES

25 Hyatt Street – Suite 301
Staten Island, NY 10301
Phone – (718) 815-0707
Fax – (718) 815-9101
www.munidata.com

Search Date: 08/17/2016

County: KINGS

Title/CoNo.: ROYAL 908940

Address: 1501 VOORHIES AVENUE
A/K/A 3287 VOORHIES AVENUE
A/K/A 3287 SHORE PARKWAY

Block: 7459
Lot: 1001

HIGHWAY VIOLATION SEARCH

The following sidewalk violations have been issued by the New York City Department of Transportation against the premises described above:

NO VIOLATIONS

Municipal Data Services Inc. certifies that the records of the above municipal agency were examined on behalf of ROYAL ABSTRACT CORP OF NEW YORK LLC. The information reported above is a true and accurate abstract of the information on file therein. This report is submitted for information purposes only. There are no intended third party beneficiaries. No liability is assumed.

3067231 2264298

NYC Environmental Protection

DATE: 08/16/2016

Vincent Sapienza, P.E.
Acting Commissioner

Royal Abstract of New York LLC
125 Park Avenue - Suite 1610
New York, NY 10017-8501

Michael Gilsenan
Assistant Commissioner
Environmental Compliance

59-17 Junction Boulevard
Records - 9TH Floor
Flushing, NY 11373

RE: TITLE SEARCH INQUIRY BOROUGH: KINGS

PROPERTY LOCATED AT: 1501 VOORHIES AVENUE,BROOKLYN,NEW YORK.
AKA...1501 SHORE PARKWAY.

Dear Sir/Madam:

Please be advised, it is a violation of the New York City Administrative Code, Title 24, Air Pollution Control Code, to operate fuel-burning, refuse-burning or process equipment as specified in the Code without a valid Certificate. If such equipment, although unknown to us exist, it is automatically in violation of the law. This applies regardless of the information provided here in.

The Division of Air/Noise Permitting, Enforcement and Policy has searched its files regarding the above referenced premise and has found:

____X____ No records for this premise.

_____ No outstanding record(s) of violation(s).

_____ Additional information. See attachment(s). Please note that a certificate that has expired may be subject to violation unless the certificate is renewed or cancelled by the current or potential owner. The owner, on the date of issuance of any violation, is responsible for both penalty and compliance.

RECORDS CONTROL UNIT
(718) 595-3855

KR:an

Royal Abstract of New York LLC

125 Park Avenue, Suite 1610, New York, NY 10017
(212) 376-0900 Fax # (212) 376-0911

Date: 8/16/2016

Bureau of Air, Noise & Hazardous Materials
59-17 Junction Boulevard
Corona, NY 11368
Attn: Record Control, 9th Floor Violations

RE: Title No. : 908940
Premises: 1501 Voorhies Avenue aka 1501 Shore Parkway, Brooklyn, New York
Block: 7459 Lot: 67

Dear Sir or Madam:

Kindly forward a copy of any violations pending against premises:

1501 Voorhies Avenue

Borough of : Kings

A check for your fee is enclosed herewith.

Very truly yours,
Royal Abstract of New York LLC

By: Lorraine Hernandez

MUNICIPAL DATA SERVICES

25 Hyatt Street – Suite 301
Staten Island, NY 10301
Phone – (718) 815-0707
Fax – (718) 815-9101
www.munidata.com

Search Date: 08/18/2016

Title/CompanyNo.: ROYAL 908940

County: KINGS

Name of Party: SHEEPSHEAD BAY ROAD OWNER LLC

BANKRUPTCY SEARCH

We have conducted a search of the United States Bankruptcy Court and the following information has been found:

__X__ There is no record of a bankruptcy filing at the office listed below for the above mentioned individual,corporation or business

U.S. BANKRUPTCY COURT
EASTERN DISTRICT COURT OF NEW YORK
USPS & COURTHOUSE
271 CADMAN PLAZA EAST
BROOKLYN, N.Y. 11201

Municipal Data Services Inc. certifies that the records of the above municipal agency were examined on behalf of ROYAL ABSTRACT CORP OF NEW YORK LLC. The information reported above is a true and accurate abstract of the information on file therein. This report is submitted for information purposes only. There are no intended third party beneficiaries. No liability is assumed. This search does not include filings in Bankruptcy Courts other than the court listed above.

3067231 2264300

MUNICIPAL DATA SERVICES

25 Hyatt Street – Suite 301
Staten Island, NY 10301
Phone – (718) 815-0707
Fax – (718) 815-9101
www.munidata.com

Search Date:	08/18/2016
Title/CompanyNo.:	ROYAL 908940
County:	KINGS
Name of Party:	SHEEPSHEAD BAY ROAD OWNER LLC

PATRIOT / OFAC SEARCH

We have conducted a search of the current Designated National and Blocked Persons List maintained by the office of Foreign Assets Control, United States Department of Treasury, pursuant to Executive Order 13224, as amended by Executive Order 13268 and the current Foreign Sanctions Evaders list maintained by the office of Foreign Assets Control, United States Department of Treasury, pursuant to Executive Order 13608. In reply to your request concerning the above mentioned premises, please be advised that as of **07/19/2016** the following information has been found.

__X__ There is no individual, corporation or business name found of record.

_____ The following individual, corporation or business name(s) have been found:

Municipal Data Services Inc. certifies that the records of the above municipal agency were examined on behalf of ROYAL ABSTRACT CORP OF NEW YORK LLC. The information reported above is a true and accurate abstract of the information on file therein. This report is submitted for information purposes only. There are no intended third party beneficiaries. No liability is assumed.

3067231 2264301

PURCHASE AGREEMENT

MD SHEEPSHEAD BAY LLC, Seller,

with

as Purchaser.

For Tower Unit Number ___

at 1 BROOKLYN BAY CONDOMINIUMS

(THE TOWER UNITS IN SHEEPSHEAD BAY ROAD CONDOMINIUM)

1524 SHEEPSHEAD BAY ROAD
(A/K/A 1501 VOORHIES AVENUE)
BROOKLYN, NEW YORK 11235

PURCHASE AGREEMENT made this __ day of _____, 201__ between **MD SHEEPSHEAD BAY LLC**, as Seller, and _____ as Purchaser

(1) The Condominium is "Sheepshead Bay Road Condominium".

(2) The name of the Seller is MD Sheepshead Bay LLC.

(3) The Purchaser is _____.

(4) The Purchaser's address is _____.

(5) The Purchaser's social security number or tax identification number is _____.

(6) The address of the Property is 1524 Sheepshead Bay Road, Brooklyn, New York 11235.

(7) The Unit covered by this Purchase Agreement is the Tower Unit designated in the Declaration as Tower Unit Number _____.

(8) The Common Interest of the Tower Unit is _____%.

(9) The use of the Tower Unit is residential.

(10) The Purchase Price for the Tower Unit is $_____.

(11) The Down Payment payable herewith is $_____ constituting 20% of the Purchase Price plus the full cost of any special work ordered by the Purchaser.

(12) The balance of the Purchase Price (the "**Balance**") is $_____.

1. The Plan. The Purchaser acknowledges having received and read the Plan at least three (3) full business days prior to the Purchaser's signing this Agreement. Purchaser hereby adopts, accepts and approves the Plan (including, without limitation, the proposed Condominium Documents contained in Part II of the Plan) and agrees to be bound by the terms and conditions thereof, as well as all amendments to the Plan duly filed by the Seller (including, without limitation, amendments involving any changes, modifications or updating of the estimated Common Charges, the estimated real estate taxes to be paid by the Purchaser or the section of the Plan entitled **"Schedule B: Projected Budget for the First Year of Condominium Operation."**) Any such amendments shall not excuse the Purchaser from performing the Purchaser's obligations hereunder, nor shall they entitle the Purchaser to any offset or credit against the performance of the Purchaser's obligations hereunder, nor shall they entitle the Purchaser to any offset or credit against the Purchase Price. Any such amendments may be made by the Seller without the Purchaser's consent or approval, subject, however, to the Purchaser's right to rescind in the event of a material amendment to the Plan or the Condominium Documents which adversely affects in any material respect the Purchaser's rights hereunder or under the Plan as more specifically set forth in the Plan. The Plan is hereby incorporated in this Agreement with the same force and effect as if set forth at length herein. In the event of any inconsistency or conflict between the provisions of this Agreement and those contained in the Plan, the provisions of the Plan shall govern and be binding. The Purchaser acknowledges having had a full opportunity to examine all documents and investigate all statements made herein and in the Plan.

Purchaser further acknowledges having received copies of, and having read and understood, the Declaration Establishing a Plan for Condominium Ownership for the Property, as well as all other documents governing the Property. The Purchaser understands that the Unit is not being sold by AvalonBay Communities Inc. ("AVB") or any affiliate of AVB, and that AVB does not make any representations, warranties or guaranties whatsoever with respect to the Unit, the Tower Section, the Condominium, or any part thereof. AVB has not made any disclosures or provided information to Purchaser, and is not responsible for any disclosures or information provided to Purchaser by Seller, the Selling Agent, or any of their respective sales persons, brokers, agents, or any other person, with respect to the Unit, the Tower Section, or any other portion of the Condominium, including, without limitation, the

availability of any services to the Unit or to the Tower Section. It is understood that the Units in the Tower Section are not, and shall not be considered to be, branded with the "AvalonBay" name. Purchaser shall have no rights to bring any claims of any nature against AVB, any affiliates of AVB or the architect of the Building. Such rights, if they ever once existed, are hereby expressly waived.

2. Definitions.

(1) Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Plan, unless the context otherwise requires.

(2) The terms **"closing," "closing of title"** and words of similar import are used synonymously and mean the settlement of the mutual obligations of the Seller and the Purchaser under this Agreement, including the payment to the Seller of the Purchase Price and the delivery to the Purchaser of the deed transferring full ownership (fee simple title) to the Unit on the terms set forth in this Agreement.

3. Agreement to purchase. The Seller agrees to sell and convey, and the Purchaser agrees to purchase, the above-described Unit(s) together with the above-stated Common Interest appurtenant thereto (singly or collectively **"Unit"**) for the Purchase Price stated above, upon and subject to the terms and conditions set forth in this Agreement.

4. Payment of the Purchase Price.

(a) The Purchaser shall deliver herewith, to the Seller, the Purchaser's check made payable to the order of **"Belkin Burden Wenig & Goldman, LLP, as Escrow Agent for 1 Brooklyn Bay Condominiums/[Name of Purchaser]"** in the amount of the above-stated Down Payment, subject to collection. The Balance shall be paid by the Purchaser to (or as designated by) the Seller at the Closing.

(b) Except for the Down Payment, which is to be paid as provided above, any payments to be made by the Purchaser under this Agreement (including, without limitation, the payment of the balance of the Purchase Price), whether to, on behalf of, or at the request of, the Seller shall be made by unendorsed certified check or bank check drawn in either case on a member bank of the New York Clearing House Association payable to the order of the Seller, except that at the request of the Seller

made at or prior to the closing, the Purchaser shall pay the Balance to such payees as the Seller may direct.

(c) If any check for any payment to be made by the Purchaser under this Agreement (including, without limitation, the Down Payment) shall be dishonored for any reason whatsoever, it shall be deemed a material default by the Purchaser hereunder and the Seller may, in that event, cancel this Agreement and, notwithstanding such cancellation, be entitled to recover the amount of such check in addition to, without limiting the foregoing provisions, the costs and expenses (including, but not limited to, reasonable attorneys' fees and expenses) of collection of any such check or other instrument so dishonored.

5. Financing.

The obligations of Purchaser are not contingent on financing.

6. Closing date and place.

The closing of title shall occur at the office of the Escrow Agent, on the date and at the time as the Seller shall designate to the Purchaser on not less than thirty (30) days prior written notice. The Seller shall have the right, from time to time, to adjourn such date and time for closing on written notice to the Purchaser. If the closing of title is adjourned, the Seller shall fix a new date and time for closing and shall give the Purchaser not less than five (5) business days' prior written notice of the new scheduled date and time for closing. The date scheduled for the closing of title by the Seller as same may be adjourned in accordance with the terms hereof shall be referred to as the **"Closing Date."**

The closing of title shall occur only after or concurrently with compliance with the prerequisites to closing of title in the section of the Plan entitled **"Closing of Title to Units and Terms of Sale"** in Part I of the Plan.

7. The deed and power of attorney.

(a) On the Closing Date, upon receipt by the Seller of all payments and documents required hereunder, the Seller shall deliver to the Purchaser (except as set forth in subparagraph (c) below) a bargain and sale deed with covenants against grantor's acts in substantially the form set forth in Part II of the Plan conveying the Unit(s) to the Purchaser as

provided in the Plan, subject to the exceptions referred to in the Declaration, the Tower By-Laws, the Plan and the Exhibits. The deed shall be executed and acknowledged by the Seller and shall be in form for recording.

(b) Except as provided in subparagraph (c) below, on the Closing Date and simultaneously with the delivery of the deed conveying the Unit(s) to the Purchaser, the Purchaser shall execute and acknowledge a Unit Owner's power of attorney to the Condominium Board and the Tower Board prepared by the Seller and substantially in the form set forth in Part II of the Plan. The Purchaser shall pay all recording or other fees in connection with the recording of the power of attorney.

(c) The deed may be delivered by the Seller to the representative of the title company insuring the Purchaser's title (or if no such representative is present, then to the Seller's attorneys or the Purchaser's attorneys). If the deed is delivered to the Seller's attorneys, then it shall be held until picked up by the Purchaser, the Purchaser's attorneys or a representative of the title company insuring the Purchaser's title. The deed shall be marked for return to the Purchaser or the Purchaser's attorneys after recording. The power of attorney may be delivered to the Purchaser's title company, if any, for recording and shall be marked for return to the Condominium Board or its attorneys after recording.

8. State of title.

(a) On the Closing Date, the Seller shall convey to the Purchaser title in fee simple to the Unit(s), free and clear of all encumbrances other than the Permitted Encumbrances set forth in the Plan. Any other liens, encumbrances or conditions shall not be an objection to title if: (i) the instrument required to remove it from the record is delivered to the representative of the Purchaser's title insurance company (or, if none, to the Purchaser's attorneys) for recording in the proper office, together with the requisite recording or filing fees; or (ii) the Purchaser's title insurance company will insure the Purchaser against its collection or enforcement out of the Unit(s).

(b) The Seller shall give, and the Purchaser shall accept, such title as the Purchaser's title insurance company shall approve and insure, provided that the only liens, encumbrances and conditions affecting title shall be the

Permitted Encumbrances set forth in Part I of the Plan. The Seller shall have no obligation to cause the Purchaser's title company, if any, to omit any exceptions to title. In the event Purchaser's title company fails or refuses to issue title insurance in accordance with the terms of this Agreement, then the Purchaser shall accept such title as any other reputable title insurance company selected by the Purchaser shall approve and insure, subject to the provisions herein.

9. Closing adjustments.

(a) The following adjustments shall be made as of midnight of the day preceding the Closing Date with respect to the Unit(s), except as otherwise provided in the Plan:

(i) If the Unit(s) have been separately assessed as of the Closing Date, then real estate taxes and assessments against the Unit(s) (if any) shall be adjusted on the basis of the period for which assessed;

(ii) If the Unit(s) have not been separately assessed as of the Closing Date, then the product of real estate taxes and assessments against the Property (if any) shall be apportioned on the basis of the period for which assessed multiplied by the Common Interest appurtenant to the Unit(s) divided by the aggregate of the Common Interests of all Units at the Property as set forth more fully in the **"Footnotes to Schedule A"** in Part I of the Plan;

(iii) Common Charges for the month in which title closes;

(iv) Accrued rent and any other charges pursuant to the Interim Lease, if any, covering the Unit(s); and

(v) Water charges and sewer rents, if separately assessed, on the basis of the period for which assessed.

(b) In the event that the closing of title occurs before the real estate tax rate is fixed, adjustment of taxes shall be based upon the latest real estate tax rate applied to the most recent applicable assessed valuation. Installments for real estate tax assessments due after the delivery of the deed,

if any, shall be paid by the Purchaser and shall not be considered a defect in title.

(c) In the event a mortgage recording tax credit becomes available pursuant to Section 339-ee(2) of the Condominium Act, it is specifically understood that such credit shall inure to the benefit of the Seller. Accordingly, at the closing of title, the Purchaser shall be required to pay the full amount of the mortgage recording tax chargeable on the entire amount of mortgage financing the Purchaser has elected to obtain in connection with the purchase of the Unit(s) and the Seller shall be reimbursed to the extent of any mortgage tax credit allowed.

(d) If the Purchaser fails to close on the Closing Date originally specified by the Seller for any reason, then the Purchaser will: (i) pay (in addition to all other closing costs) a late fee equal to 0.04% multiplied by the unpaid balance of the Purchase Price for each day's delay, beginning with the date originally scheduled for the Closing to and including the day immediately preceding the actual Closing Date, (ii) reimburse Seller for the Unit(s)'s carrying charges (that is, Common Charges and real estate taxes) during the period of delay and (iii) pay the service fees of Seller's attorneys of $350 for each default letter sent to such Purchaser and $350 for each notice sent to the Purchaser to reschedule the closing. The provisions of this paragraph shall not be applicable if, through no fault of the Purchaser, the Seller postpones the Closing Date except to the extent that thereafter the Purchaser postpones the closing for any reason or is in default.

(e) Any errors or omissions in computing apportionments at closing shall be corrected and payment made to the proper party promptly after discovery. This provision shall survive the closing.

(f) The **"Customs in Respect of Title Closings"** recommended by The Real Estate Board of New York, Inc., as amended to date, shall apply to the adjustments and other matters therein mentioned, except as otherwise provided herein.

10. Closing costs.

The Purchaser, in addition to the legal fees of the Purchaser's attorneys as set forth in Part I of the Plan, and the amount of any net adjustments in favor of the Seller and the other payments required under this Agreement, shall pay at the

closing, any closing costs specified in the Plan including, without limitation, any processing fees, and closing fees to the Seller's attorneys, and other fees and payments, provided in the Plan.

11. Real Property Transfer Tax.

The Purchaser shall pay all New York City and New York State real property transfer taxes, deed stamp taxes, recording and other fees in connection with this transaction and the recording of the deed. The Seller and the Purchaser shall duly execute and swear to any transfer tax return and any other form then required by Applicable Law, all of which shall be prepared by the Seller.

12. Down Payment to be held in trust.

The Seller will hold all monies received by it directly or through its agents, employees or the Escrow Agent, from the Purchaser under this Agreement in trust until actually employed in connection with the closing of the transaction as described in the Plan. The Seller will comply with the escrow and trust fund requirements of General Business Law Sections 352-e(2-b) and 352-h and the New York State Attorney General's regulations promulgated pursuant thereto. The provisions of the Attorney General's regulations concerning escrow and trust funds, in effect on the date hereof, shall prevail over any conflicting or inconsistent provision in the Plan or in this Agreement. The Purchaser shall not be obligated to pay any legal or other expense of the Seller in connection with the handling or disposition of the Down Payment paid by the Purchaser. However, nothing in the preceding sentence shall limit the obligation of the Purchaser to pay the fees and expenses of the Seller's attorneys (to the extent such fees and expenses are expressly disclosed in the Plan) in connection with the purchase or closing of title to the Unit(s) to be purchased by the Purchaser hereunder or upon Purchaser's default.

The Down Payment shall be deemed to have been unconditionally tendered when it is delivered to the Seller or the Selling Agent, together with this Agreement signed by the Purchaser, without any request for a change in such form or the terms of this Agreement. The Down Payment shall be placed, within five (5) business days after the date on which the Down Payment has been unconditionally tendered, in a special escrow account of the law firm Belkin Burden Wenig & Goldman, LLP (the

"Escrow Agent"), whose address is 270 Madison Avenue, New York, New York 10016 and whose telephone number is: (212) 867-4466. The signatories on this escrow account, who are each members of the Escrow Agent, and any one of whom is authorized to withdraw funds, are: Daniel Altman, Sherwin Belkin, Joseph Burden, Jeffrey L. Goldman, Martin Heistein, Robert Jacobs, Lewis Lindenberg, Martin Meltzer, Craig Price, David M. Skaller, Aaron Shmulewitz, and Howard Wenig. The name of the escrow account is **"Belkin Burden Wenig & Goldman, LLP, as Escrow Agent for 1 Brooklyn Bay Condominiums/[Name of Purchaser]"** (the **"Escrow Account"**). The Escrow Account is located at Sterling National Bank, 60 East 42nd Street, New York, New York 10165 (the **"Bank"**). The Bank is covered by Federal Bank Deposit Insurance generally to a maximum of $250,000 (under current law) in the aggregate with respect to all funds deposited by any Person in one or more deposit accounts (including, without limitation, amounts deposited directly by such Person and deposits held in escrow for such Person by the Escrow Agent).

No representation or guaranty is made by the Escrow Agent or the Seller that the Federal Deposit Insurance Corporation will insure any depositor's funds, if and when called upon to do so.

The Escrow Account shall be interest-bearing (on the condition that the Purchaser shall have supplied to the Seller the Purchaser's tax identification number and an executed Form W-9) and, any interest earned on the Down Payment shall be delivered to the Purchaser at the closing of title to its Unit(s) or other termination of this Agreement except if the Purchaser has defaulted hereunder beyond any applicable grace periods, in which event the Seller shall be entitled to retain such interest together with the Down Payment. The interest rate to be earned on the Down Payment will be the rate paid from time to time by the Bank. Interest will begin to accrue when the check for a Down Payment is collected (on the condition that the Purchaser shall have supplied to the Seller the Purchaser's tax identification number and an executed Form W-9), and provided there is no charge back or debit by the Bank against the amount deposited. The Seller and the Escrow Agent shall only be liable for interest earned on the Down Payment to the extent same is received by them from the Bank. No representation is made as to the rate or amount of interest that will be earned on the Down Payment. The Purchaser must indicate his or her social security or its taxpayer identification number on this Agreement. If there is more than one Purchaser, the social security or taxpayer identification number of each Purchaser who will be

receiving any interest earned on the Down Payment must be noted herein. The Purchaser's failure to provide this information will be deemed a waiver of his, her or its right to receive interest on the Down Payment.

The Escrow Agent may from time to time, upon notice to the Seller and the Purchaser, change the depository in which the Down Payment is held to another lending institution located in New York City.

13. Duties of Escrow Agent.

(a) Within five (5) business days after this Agreement has been tendered to the Escrow Agent along with the Down Payment, the Escrow Agent shall sign this Agreement (or, alternatively, the Escrow Agreement) as escrowee and deposit the Down Payment into the Escrow Account. Within ten (10) business days of the deposit of the Down Payment in the Escrow Account, the Escrow Agent shall provide written notice to Purchaser and Seller, confirming the deposit of the Down Payment. Subject to the provisions of the next sentence, if the Purchaser does not receive notice of such deposit within fifteen (15) business days after unconditional tender and delivery to the Seller or the Selling Agent of such Down Payment, then the Purchaser may cancel such purchase and rescind this Agreement so long as such right to rescind is exercised within ninety (90) days after the Purchaser's unconditional tender and delivery of the Down Payment to the Seller or the Selling Agent. However, the Purchaser shall not be entitled either to rescind this Agreement or to receive a refund of the Down Payment where proof satisfactory to the Attorney General is submitted establishing that the Down Payment was timely deposited and notice as provided above was timely mailed to the Purchaser in conformity with the Attorney General's regulations. The Purchaser acknowledges that receipt of the Down Payment by the Escrow Agent and deposit in the Escrow Account shall not be deemed acceptance of this Agreement by the Seller, which acceptance can only occur in the manner provided in paragraph 32.

(b) The Escrow Agent shall hold the Down Payment in escrow until:

(i) the transaction shall close;

(ii) otherwise directed in one or more writings signed by the Seller and the Purchaser; or

(iii) a judgment or order of a court of competent jurisdiction permits or requires the release of such Down Payment; or

(iv) the Down Payment is paid by the Escrow Agent into a court of competent jurisdiction; or

(v) the Down Payment is paid to the Seller as provided below in this Paragraph; or

(vi) the Down Payment is paid to the Purchaser as provided below in this Paragraph.

(c) If there is no written agreement between the Seller and the Purchaser to release the Down Payment, the Escrow Agent will not pay the Down Payment to the Seller until after ten (10) business days following the date that the Escrow Agent has given the Purchaser written notice that the Escrow Agent intends to pay the Down Payment to the Seller. Thereafter, the Down Payment may be paid to the Seller unless the Purchaser has already made application to the Attorney General pursuant to the dispute resolution provisions of the Attorney General regulations and the Escrow Agent has received, within such ten (10) business day period, notice from the Purchaser that such application has been made.

(d) The Seller shall not object to the release of the Down Payment to the Purchaser, provided the Purchaser has not defaulted and has timely and validly rescinded this Agreement in accordance with an offer of rescission contained in the Plan or an amendment to the Plan.

(e) The Down Payment shall be delivered to the Seller at the closing unless disbursed as liquidated damages or returned to the Purchaser as herein provided. In the event the Plan is abandoned or withdrawn, the Down Payment shall be returned to the Purchaser together with interest, if any, earned thereon, except as otherwise provided in the next sentence. If at the time the Plan is abandoned or withdrawn, the Purchaser is in default hereunder and has failed to cure such default within the applicable grace period (or if this Agreement had previously been canceled due to the Purchaser's uncured default), then the Seller shall retain, as and for liquidated damages, the Down Payment, together with any interest earned thereon (hereinafter called the **"Liquidated Sum"**), and any sums in excess thereof (together with any interest earned thereon) shall be returned to

the Purchaser within fifteen (15) days after the date of such abandonment or withdrawal.

(f) Included in Part II of the Plan is a copy of the escrow agreement between the Escrow Agent and the Seller which is subject to the terms of the Attorney General's regulations (the **"Escrow Agreement"**). In the event of any conflict between the Escrow Agreement and either any other provision of the Plan or this Agreement, the Plan shall control.

(g) The Escrow Agent will maintain all records concerning the Escrow Account for seven (7) years after the closing of the Escrow Account.

(h) Notices given by the Escrow Agent, the Seller, or its agents pursuant hereto shall be deemed given (i) upon delivery if personally delivered; or (ii) upon the fifth (5th) day after the date of mailing, if mailed; or (iii) on the next business day if delivered by overnight courier.

14. Agreement subject to mortgage.

No lien or encumbrance shall arise against the Property as a result of this Agreement or any monies deposited hereunder. In furtherance and not in limitation of the provisions of the preceding sentence, the Purchaser agrees that the provisions of this Agreement are and shall be subject and subordinate to the lien of any mortgage against the Property, or any part thereof or any interest therein, and under any ancillary instruments executed as part of such mortgage against the Property, heretofore or hereafter made and any advances heretofore or hereafter made thereon and any payments or expenses already made or incurred or which hereafter may be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent thereof without the execution of any further legal documents by the Purchaser, except to the extent prohibited by applicable law. This subordination shall apply whether such advances are voluntary or involuntary and whether made in accordance with any schedule of payments or accelerated by virtue of the right of the holder of any such mortgage to make advances before they become due in accordance with the schedule of payments. The Seller shall, at its option, either satisfy such mortgages or obtain a release of the Unit from the lien of such mortgages on or prior to the Closing Date. The existence of any mortgage or mortgages encumbering the Property, or portions thereof, other than the Unit(s) shall not constitute an objection to title or

excuse the Purchaser from completing payment of the Purchase Price or performing all of its other obligations hereunder or be the basis of any claim against, or liability of, the Seller, provided that the Unit(s) is/are released from, or not subject to, the lien of any such mortgage.

15. Events of default.

(a) Each of the following shall constitute an **"Event of Default"** hereunder:

(i) The Purchaser's failure to pay any installment of the Purchase Price or any other payment when due as herein provided (including, without limitation, if any check made or delivered by the Purchaser hereunder is dishonored);

(ii) The Purchaser's failure to execute and deliver to the Seller in recordable form the power of attorney, New York City and New York State real property transfer tax returns or any other documents when and as required herein to be executed and delivered by the Purchaser;

(iii) The Purchaser's failure to pay any closing costs or other payments due and payable pursuant to this Agreement; or

(iv) The Purchaser's failure to pay, perform or observe any of his, her or its other obligations hereunder.

(b) Upon the occurrence of an Event of Default, the Seller's sole right shall be to cancel this Agreement by sending the Purchaser thirty (30) days' prior written notice of its intention to do so. If the Seller elects to cancel, the Purchaser shall have thirty (30) days from the giving of the cancellation notice within which the Purchaser must cure the specified default. TIME SHALL BE OF THE ESSENCE to remedy the specified default within the thirty (30) day period. If the specified default is not timely cured, then (i) the Seller shall have the right to retain, as liquidated damages, the Liquidated Sum; (ii) the Seller shall have the right to sell the Unit(s) to others as though this Agreement had never been made; and (iii) the Purchaser shall not have any further rights against or obligations to the Seller, the Condominium, the Condominium Board, the Tower Board, or any subsequent purchaser of the

Unit(s). Whether or not the Seller has canceled this Agreement as provided above, if the Seller has not collected the proceeds of any check for any payments due under this Agreement, then the Seller may take such actions at law and in equity as may be required in order to collect such payments and any and all costs of collection, including without limitation all attorneys' fees and expenses incurred by the Seller in connection therewith.

(c) Notwithstanding the occurrence of an Event of Default, the Seller may, in its sole discretion, keep this Agreement in effect and proceed to close title without prejudicing the Seller's right to recover from the Purchaser damages, losses, costs, expenses and all other lawful sums to which the Seller is entitled (including, but not limited to, legal fees and the costs of collection).

(d) If the Purchaser is or becomes a tenant at the Property under an Interim Lease after the Plan is consummated and the Purchaser shall fail to pay rent or otherwise comply with the Purchaser's lease or tenancy obligations (which failure results in the Purchaser's eviction from the Unit(s), by court order or voluntary removal), or the Purchaser vacates or abandons the Unit(s), then such failure, vacating or abandonment (as the case may be) shall constitute a default under this Agreement, entitling the Seller, at its sole option, to cancel this Agreement. If this Agreement is not canceled and any default under any Interim Lease, as applicable, exists as of the Closing Date, then the Seller shall not be obligated to close title with the Purchaser unless and until such default is cured, and the Seller shall have a lien on the Unit(s) as security therefor.

16. Obligation of tenant to pay rent.

(a) A Purchaser who is or becomes a tenant or occupant of the Property after the Plan is consummated must continue to pay rent under its Interim Lease, and the Purchaser specifically waives any right of offset with respect to such rent. In no event shall the Purchaser be released or excused from paying and performing the Purchaser's lease or tenancy obligations, and nothing contained in this Agreement shall limit or be deemed to limit any rights or remedies at law or in equity or under the Purchaser's Interim Lease which the Seller, or any other party, may have by reason of a default under the Purchaser's Interim Lease, including, without limitation, the Seller's right to collect from the Purchaser all damages, losses, costs, expenses, and all other lawful sums to which the

Seller is entitled (including, but not limited to, legal fees and costs of collection) due to the Purchaser's failure to pay rent or otherwise comply with the Purchaser's lease or tenancy obligations. The right is reserved to the Seller to apply any rent security against rent arrearages or other default and in addition to sue any tenant to the extent such rent security is insufficient.

(b) In no event shall either the Purchaser's failure to pay rent as due or the pendency of eviction proceedings or vacating or abandonment of the Unit(s) give the Purchaser any rights to any extension under this Agreement.

17. Termination of Interim Leases of Tenant Purchasers.

If, following consummation of the Plan, the Purchaser is, or shall become, a tenant under an Interim Lease for the Unit(s), the Purchaser agrees that the Interim Lease shall be terminated and canceled upon closing of the title to the Unit on the Closing Date. The Seller shall have no obligation to close title with a Tenant Purchaser unless all rent and other charges due under such Purchaser's Interim Lease have been paid through the Closing Date.

18. Agreement subject to Plan being declared effective.

The performance by the Seller of its obligations under this Agreement is contingent upon the Plan being declared effective. The Plan may be abandoned at any time prior to its becoming effective as provided in the Plan and thereafter upon certain terms and conditions as provided in the Plan. If the Plan is abandoned or does not become effective or if after being declared effective the Plan shall not be consummated for any reason, then this Agreement shall be deemed canceled and the Plan terminated on the date specified in a notice thereof by the Seller to the Purchaser. Within five (5) days thereafter the Purchaser shall receive a refund in full of all moneys paid by it hereunder with interest earned thereon, if any (except as provided in paragraph 15 hereof), and, upon such refund neither party shall have any further rights, obligations, or liability to or against the other or the Condominium under this Agreement and the Plan.

19. Seller's inability to convey title.

If the Seller is unable to deliver title to the Unit(s) to the Purchaser subject to the Permitted Exceptions set

forth in the Plan in accordance with the provisions of this Agreement and the Plan, the Seller 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 the Seller elects to attempt to cure such inability then it shall be entitled to an adjournment of the Closing Date for a reasonable period of time within which to complete such cure. However, the Seller may notify the Purchaser at any time of its refusal either to cure or to continue to cure, as the case may be, such inability and if the Purchaser is then not in default hereunder beyond any applicable grace period, then the Purchaser's sole right and remedy shall be either: (a) to take title to the Unit(s) subject to such inability (without any abatement in, or credit against, the Purchase Price, or any claim or right of action against the Seller for damages or otherwise); or (b) to terminate this Agreement. If the Purchaser so elects to terminate this Agreement, the Seller shall, within fifteen (15) days after receipt of notice of termination from the Purchaser, return to the Purchaser all sums deposited by the Purchaser hereunder, together with interest earned thereon, if any, and upon making such payment, this Agreement shall be terminated and neither party shall have any further rights, obligations or liability to or against the other under this Agreement and the Plan. The foregoing option must be exercised by notice of the Purchaser in writing to the Seller within ten (10) days after the giving of the Seller's notice of refusal to cure such inability. If the Purchaser fails to give such notice to the Seller within said ten (10) day period, with **TIME BEING OF THE ESSENCE**, it shall be conclusively deemed that the Purchaser has elected to acquire title to the Unit(s) subject to such inability as aforesaid.

20. Sale subject to existing tenancy; rights and duties of non-occupant Purchasers.

Intentionally deleted.

21. Fixtures, appliances and personal property.

(a) At closing, the Unit(s) will contain only those appliances, countertops, cabinets, sinks, vanities (if any), air-conditioning units (if any), hardware and other fixtures and equipment that Seller is obligated to install pursuant to the Plan. The Unit(s) is/are being sold otherwise unfurnished.

(b) Furniture, wall coverings, furnishings, decorations and the like in or about any model apartment are for display purposes only and are not included in the sale. Any floor plans or sketches shown to the Purchaser are only approximations of the Unit(s)' dimensions and arrangement, and the Purchaser should not rely thereon.

(c) There shall be no modifications or extras unless agreed to in writing by both the Purchaser and the Seller. All modifications, alterations and additions to the Unit(s) must be approved by the Seller in writing and, if approved, shall be performed by the Seller at the Purchaser's expense (payable in the manner to be set forth in an addendum to this Agreement or in a separate agreement).

22. Acceptance of condition of Property and Unit(s).

The Purchaser acknowledges having read, or having had ample opportunity to read, the Plan, including but not limited to the Description of Property and Building Condition set forth in Part II of the Plan, which sets forth a description of the contemplated condition of the Property, the Building, the Unit(s), and any inclusions therein. The Purchaser understands that the Seller has no obligation to make any repairs, improvements or decorations in or to the Property, the Building, the Unit(s) or any inclusions therein, except as set forth in the Plan. As set forth in the Plan, the sale of the Unit is **NOT** subject to Article 36-B of the New York State General Business Law with regard to housing merchant implied warranties. Purchaser acknowledges that he/she is familiar with the provisions of the Plan specifically with regard thereto.

Purchaser shall be given a reasonable opportunity to examine the Unit(s) prior to closing and is advised to make a careful examination at such time.

23. Lead-based paint and/or lead-based paint hazards

Purchaser understands that the Unit(s) are **NOT** subject to Federal or New York City regulations regarding the presence of lead-based paint and/or lead based paint hazards.

24. Security deposit

If the Purchaser is or hereafter becomes a tenant of the Unit(s), the Purchaser's unapplied rent security deposit, if any, shall be refunded to the Purchaser, together with any

interest earned thereon, within thirty (30) days following the closing, provided that the Purchaser is not in default under the Purchaser's Interim Lease or this Agreement.

25. Damage to the Unit(s).

(a) The Purchaser shall not be entitled to occupy the Unit(s) until the deed is delivered to the Purchaser at closing, unless the Seller, in its discretion, grants possession of the Unit(s) to Purchaser under an Interim Lease as provided in the Plan. If the Purchaser is given possession of the Unit(s) prior to closing under an Interim Lease, then the Purchaser shall assume the risk of loss and the obligation to repair and shall be solely responsible for any damage to, or loss or other condition in, the Unit(s) resulting from casualty, the Purchaser's use and occupancy or from the acts or negligence of the Purchaser's guests, contractors, subcontractors, licensees, agents, employees or other invitees or otherwise and the Seller shall not be obligated to make any repairs to the Unit(s) or its installations. If the Purchaser is obligated to repair the damage, then the Purchaser's failure to make such repair shall not excuse Purchaser from paying the Balance of the Purchase Price and accepting delivery of the deed. Notwithstanding the foregoing, until closing, the Seller shall remain responsible to make those repairs required of it as landlord under any Interim Lease and, after closing, the Condominium Board shall be responsible to make those repairs required of it under the Condominium Documents.

(b) Except as provided in subparagraph (a), all other risk of loss prior to closing shall be assumed by the Seller, but without any obligation or liability of the Seller to repair the damage or restore the Unit(s). If the Seller or the Unit Owners elect, pursuant to the Condominium Documents, to repair or replace the loss or damage, in the event of a fire or other casualty, this Agreement shall continue in full force and effect, the Purchaser shall not have the right to reject title to the Unit(s) or to receive a credit against, or abatement of, the Purchase Price, and Seller shall be entitled to a reasonable period of time to complete (or to permit the Condominium Board or the Tower Board to complete) such repairs or replacements. The Purchaser shall not be required to pay the Balance of the Purchase Price unless and until: (i) the Unit(s) has/have been substantially repaired to as near as reasonably possible its/their condition immediately prior to the casualty, and (ii) its essential services (such as gas, electricity, and heat) and a reasonable means of ingress and egress to the street have been

restored. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall belong entirely to the Seller (subject to the rights, if any, of the Condominium Board, the Tower Board or of other Unit Owners in the event the Plan is consummated) and if such proceeds are paid to the Purchaser, the Purchaser shall promptly upon receipt turn them over to the Seller.

(c) In the event the Seller notifies the Purchaser that it does not elect to repair or restore the Unit(s) or (in the event the Plan is consummated) if the Unit Owners do not resolve to make such repairs or restore the Unit(s) pursuant to the Condominium Documents, this Agreement will be deemed canceled and of no further force or effect and the Seller will instruct the Escrow Agent to return to the Purchaser all sums deposited hereunder (with interest, if any, earned thereon) whereupon the parties will be released and discharged from all obligations and liability hereunder and under the Plan, except that if the Purchaser is then in default hereunder (beyond any applicable grace period), the Seller will retain the Liquidated Sum pursuant to paragraph 15 above.

(d) The Purchaser expressly waives the provisions of Section 227 of the Real Property Law and agrees that the provisions of this paragraph 25 shall govern and control in lieu thereof.

26. No representations.

Except as set forth in the Plan, the Seller has not made, does not make and is unwilling to make any representations as to the condition, income, expenses, tenants, use, operation or any other matter or thing affecting or relating to the Unit(s), the Property, or title thereto or the transactions contemplated hereby. No oral representations or statements shall be considered a part of this Agreement. The Purchaser agrees that the Seller and its agents and contractors will have no liability to the Purchaser nor shall the Purchaser be relieved of any of its obligations hereunder if there is a minor error or inaccuracy in the layout or dimensions of the Unit(s) or of the Common Elements or any Limited Common Elements, if any, of the Condominium as shown on the Floor Plans.

27. Broker.

The Purchaser represents to the Seller that the Purchaser has not dealt with any broker in connection with this transaction other than the Selling Agent, if any, and other than _____. The Purchaser agrees that should any claim be made against the Seller for commissions by anyone other than the aforesaid Selling Agent (if any) and broker (if any) that may be set forth above, based on alleged dealings with the Purchaser or the Purchaser's representatives, the Purchaser shall: (i) give testimony to such effect in any case, action or proceeding by any such broker, and (ii) indemnify and hold the Seller harmless from and against any and all liabilities, claims, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees and expenses) arising out of or in connection with any claim for commissions or other compensation with respect to this transaction or with respect to the Purchaser.

28. Assignment.

The Seller may assign this Agreement without limitation. The Purchaser shall not assign this Agreement without the prior written consent of the Seller except as otherwise expressly provided in the Plan.

(a) If the Seller consents to an assignment of this Agreement by the Purchaser, then any such consent shall be conditioned on the following:

(i) The assignee executing and delivering to the Seller, within five (5) days after the making of such assignment, an assumption of this Agreement in form and substance satisfactory to the Seller;

(ii) The Purchaser executing and delivering to the Seller a guarantee of the assignee's obligations under this Agreement and any instruments or agreements made pursuant to the provisions of this Agreement on or before or in connection with the closing hereunder, in form and substance satisfactory to the Seller;

(iii) The Purchaser and the assignee completing, executing and delivering any transfer tax returns required by Applicable Law to be filed in connection

with such assignment and paying any transfer taxes due thereon at the closing hereunder; and

(iv) The Purchaser paying such additional fees as are specified in the Plan in connection with an assignment of this Agreement.

(b) Notwithstanding any such consent or assignment, the Purchaser shall not be released from any liability under this Agreement.

29. Purchaser's Representations.

The Purchaser represents to the Seller as follows:

(i) If the Purchaser is an individual, the Purchaser is over 18 years of age.

(ii) If the Purchaser is an entity, it is legally authorized to acquire the Unit(s).

(iii) The Purchaser is not purchasing as an accommodation to, or for the account or benefit of, the Seller or its principals.

30. Possession of Unit(s) and the Purchaser's Work.

Except pursuant to an Interim Lease, the Purchaser shall not be entitled to have access to the Unit(s) prior to the closing of title thereto without obtaining the Seller's prior written consent. Unless otherwise agreed in writing by the Seller, such access shall be for the limited purpose of inspection and taking measurements. If the Purchaser is permitted such access, the Purchaser shall release the Seller from any and all liability, loss, cost, expense or damage, foreseen or unforeseen, resulting from any injuries sustained by any person or damage to any property resulting from such access, even if such injury results from the negligence of the Seller, any Selling Agent, or any of their respective agents, employees, contractors or representatives. In addition, the Purchaser shall indemnify and hold the Seller and its agents, employees, contractors and representatives harmless from and against any and all liability, loss, cost, expense or damage, foreseen or unforeseen, resulting from such access, including, without limitation, reasonable attorneys' fees and expenses.

31. Liability of the Seller.

Intentionally deleted.

32. Acceptance of the Purchase Agreement.

The submission to the Seller of this Agreement shall not constitute a binding obligation on either the Purchaser or the Seller. No such binding obligation will arise until this Agreement is executed by both the Purchaser and the Seller (or the Seller's duly authorized agent) and one fully-executed copy has been delivered to the Purchaser and two fully-executed copies have been delivered to the Seller. If, within twenty (20) days after the Seller receives this Agreement signed by the Purchaser, a copy of this Agreement signed by the Seller or its authorized agent is not sent or delivered to the Purchaser, then it will be deemed rejected and of no force or effect, and all monies paid by the Purchaser shall be refunded, without interest, within ten (10) days thereafter. Upon such refund being made, neither party will have any further rights, obligations or liabilities hereunder with respect to the other or any other party connected with the Plan. This Agreement may not be rejected due to the Purchaser's sex, race, creed, color, national origin, ancestry, sexual orientation, occupation or other ground proscribed by Applicable Law. Subject to the foregoing, the Seller has the right, without incurring any liability, to reject this Agreement without cause or explanation to the Purchaser.

33. Notices.

Notices hereunder shall be in writing and shall be either: (i) personally delivered (with receipt acknowledged), or (ii) mailed by registered or certified mail, return receipt requested, or (iii) sent by overnight courier (with receipt acknowledged), or (iv) sent by facsimile transmission, if available, provided and so long as a copy of such notice is sent the same day by any of the methods set forth in clauses (i), (ii) or (iii), to the parties as follows: to the Purchaser, at the address and facsimile number (if any) first stated in this Agreement, and to the Seller at the address set forth above with a copy in like manner to Belkin Burden Wenig & Goldman, LLP, 270 Madison Avenue, New York, New York 10016, Attention: Aaron Shmulewitz, Esq. (Fax No.: 212-297-1859). Any of the parties noted in this Paragraph may change his, her or its address and/or facsimile numbers for purposes of this Paragraph by giving notice thereof to the other parties in the manner

provided above. Belkin Burden Wenig & Goldman, LLP may give notices on behalf of the Seller. Notices shall be deemed given on the same day if personally delivered or sent by facsimile transmission, the next business day if sent by overnight courier or five (5) days after mailing if sent by registered or certified mail, return receipt requested. Notwithstanding the foregoing, no notice of change of address shall be deemed given until actually received.

34. 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.

35. Survival of the Seller's and the Purchaser's Obligations.

All of the obligations of the Seller under this Agreement shall be deemed satisfied upon delivery of the deed to the Unit(s) and the closing of title hereunder and no obligations of the Seller shall survive delivery of the deed except as otherwise expressly provided in this Agreement or the Plan. Except where the context otherwise requires, all the representations, warranties, and obligations of the Purchaser under this Agreement shall survive delivery of the deed and the closing of title hereunder, whether or not specifically so stated in any particular provision.

36. Further assurances.

The Purchaser shall execute, acknowledge and deliver to the Seller such instruments, and take such other actions, in addition to the instruments and actions specifically provided for herein, as the Seller may reasonably request in order to effectuate the provisions of this Agreement or any transaction contemplated herein or to confirm any of the obligations of the Purchaser hereunder or any right to be created or transferred hereunder or pursuant to any such transaction.

37. Severability.

If any provision of this Agreement or the Plan is held by a Court of competent jurisdiction to be invalid or unenforceable either 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 Applicable Law.

38. Strict compliance.

Any failure by the Seller to insist upon the strict performance by the Purchaser of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, and the Seller, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the Purchaser of any and all of the provisions of this Agreement to be performed by the Purchaser.

39. 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 contracts made and to be performed wholly in the State of New York, without regard to principles of conflicts of law.

40. Waiver of trial by jury.

Except as prohibited by Applicable Law, the parties shall, and they hereby do, expressly waive trial by jury in any litigation arising out of, connected with, or relating to, this Agreement, or the relationship created hereby. That means that, should any trial occur, the verdict will be rendered by a judge. 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.

41. No Recordation.

This Agreement shall not be recorded by the Purchaser without the Seller's prior written consent. Any purported recordation thereof by the Purchaser shall be void and constitute an Event of Default by the Purchaser hereunder.

42. Entire Agreement.

This Agreement, together with the Plan, supersedes any and all understandings and agreements between the parties hereto and constitutes the entire agreement between them. The

Purchaser acknowledges and agrees that the Plan may be amended by the Seller from time to time as provided in the Plan and that this Agreement may be amended by the Seller to conform to the provisions of any such amendment by delivering to the Purchaser a notice thereof, subject, however, to any rights which the Purchaser may have to rescind this Agreement as provided in the Plan.

43. Certain References.

A reference in this Agreement to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires. The term **"herein"**, **"hereof** or **"hereunder"** or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used unless the context otherwise requires. The term **"including"** shall be deemed to mean **"including without limitation"** whether or not so stated in the text.

44. Captions.

The captions in this Agreement are for convenience and reference only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

45. Successors and assigns.

Without limiting the provisions of paragraph 28, the provisions of this Agreement shall bind the Purchaser and its heirs, legal representatives, successors and assigns, and shall inure to the benefit of the Purchaser's heirs, legal representatives and permitted assigns and shall bind and inure to the benefit of the Seller and its successors and assigns.

46. 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 at the time of execution hereof, in a separate written agreement signed by the parties.

47. Force Majeure.

Seller 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 Seller. Seller's time to perform such obligation or undertaking shall be tolled for the length of the period during which such performance was excused.

48. Withdrawal or Abandonment of Plan.

The Plan may be withdrawn or abandoned by Seller only under certain conditions and at certain times, as set forth in Part I of the Plan. Provided Purchaser is not then in default under this Agreement beyond any applicable grace period, if the Plan is withdrawn or abandoned, or if Seller elects not to declare the Plan effective, or if after being declared effective the Plan will not be consummated for any reason, then this Agreement shall be deemed canceled and, not later than five (5) days thereafter, Seller shall return to Purchaser the Down Payment paid by Purchaser hereunder, together with interest earned thereon, if any, subject to Seller's rights to retain certain funds deposited by Purchaser for special work in the Unit, as more particularly described in the Section entitled "Effective Date" in Part I of the Plan. After the monies are so disbursed, Purchaser and Seller will have no claim against each other or the Selling Agent or Escrow Agent in connection with this Agreement or the Plan, and all of same will be released and discharged from all liabilities and obligations hereunder and under the Plan.

49. Immunity.

Purchaser hereby waives any and all immunity from suit or other actions or proceedings and agrees that, should Seller or any of its successors or assigns bring any suit, action or proceeding in any jurisdiction to enforce any obligation or liability of Purchaser arising, directly or indirectly, out of or relating to this Agreement, no immunity from such suit, action or proceeding will be claimed by or on behalf of Purchaser. Purchaser agrees to execute, deliver and file all such further instruments as may be necessary under Applicable Law, in order to make effective the consent of Purchaser to jurisdiction of the State courts of New York and the Federal courts sitting in New York and any other provisions of this paragraph. Nothing in this paragraph shall affect the ability

of Seller to bring proceedings against Purchaser in the courts of any jurisdiction or jurisdictions.

As of the execution of this Agreement, Purchaser acknowledges and agrees that all disputes arising, directly or indirectly, out of or relating to this Agreement shall be dealt with by arbitration. To the extent necessary to enforce any provision hereof or any award, such disputes may be dealt with and adjudicated in the State courts of New York or the Federal courts sitting in New York. Purchaser hereby expressly and irrevocably submits the person of Purchaser to the jurisdiction of such courts in any suit, action or proceeding arising, directly or indirectly, out of or relating to this Agreement. So far as is permitted under Applicable Law, this consent to personal jurisdiction shall be self-operative and no further instrument or action shall be necessary in order to confer jurisdiction upon the person of Purchaser in any such court.

In the event Purchaser is a foreign government, a resident representative of a foreign government or any other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity), such Purchaser shall hereby be deemed to have designated and hereby designates C.T. Corporation System, having its offices, at the date hereof, at 111 Eighth Avenue, New York, New York 10011 as its duly authorized and lawful agent to receive process for and on behalf of Purchaser in any suit, action or proceeding in the State of New York based on, arising out of, or connected with, this Agreement.

The provisions of this paragraph 49 shall survive the Closing or the termination of this Agreement for the purpose of any suit, action, or proceeding arising directly or indirectly, out of or relating to this Agreement.

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

50. Restriction on Resale.

PURCHASER ACKNOWLEDGES THAT IT IS AWARE THAT, FOR SO LONG AS SELLER SHALL STILL OWN ANY UNSOLD TOWER UNITS, PURCHASER SHALL NOT BE PERMITTED TO RESELL THE UNIT(S) UNTIL ONE YEAR SHALL HAVE ELAPSED FROM THE DATE OF THE CLOSING HEREUNDER.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

MD SHEEPSHEAD BAY LLC

By: _____

PURCHASER(S):

_____

_____

ESCROW PROVISIONS AGREED TO:

BELKIN BURDEN WENIG & GOLDMAN, LLP
ESCROWEE

By: _____

ESCROW AGREEMENT

AGREEMENT made this __ day of_____, 201 , by and among _____ _____ ("PURCHASER"), MD SHEEPSHEAD BAY LLC, having an address c/o Muss Development LLC, 118-35 Queens Boulevard, Forest Hills, New York 11375 ("SPONSOR") as Sponsor of the offering plan described below, and BELKIN BURDEN WENIG & GOLDMAN, LLP, having an address at 270 Madison Avenue, New York, New York 10016 ("ESCROW AGENT"), as escrow agent.

WHEREAS, SPONSOR is the sponsor of a condominium offering plan (as same may be amended, the "PLAN") filed with the New York State Department of Law with regard to premises located at 1524 Sheepshead Bay Road/1501 Voorhies Avenue, Brooklyn, New York (the "PREMISES"); and

WHEREAS, ESCROW AGENT is authorized to act as an escrow agent hereunder in accordance with General Business Law ("GBL") Section 352-e(2-b) and the Attorney General's regulations promulgated thereunder; and

WHEREAS, SPONSOR and PURCHASER desire that ESCROW AGENT act as escrow agent for deposits by purchasers on account of the purchase price of the fifty-six (56) condominium Tower Units in the Premises (collectively "UNITS" and each a "UNIT") under the Plan, pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, the parties hereby agree as follows:

1. **ESTABLISHMENT OF THE ESCROW ACCOUNT.**

1.1 SPONSOR and ESCROW AGENT hereby establish an escrow account with ESCROW AGENT for the purpose of holding deposits or payments made by Purchaser on account of the purchase price of the Units under the Plan (the "DEPOSIT"). The escrow account has been opened with Sterling National Bank, (the "BANK") at its branch located at 60 East 42nd Street, New York, New York 10165. The master account number is _____ (the "ESCROW ACCOUNT").

1.2 The master name of the Escrow Account is "Belkin Burden Wenig & Goldman, LLP as Escrow Agent for 1 Brooklyn Bay Condominiums."

1.3 ESCROW AGENT has designated the following attorneys to serve as signatories: Daniel Altman, Sherwin Belkin, Joseph Burden, Jeffrey Goldman, Martin Heistein, Robert Jacobs, Lewis Lindenberg, Martin Meltzer, Craig Price, Kara Rakowski, Aaron Shmulewitz, David Skaller and Howard Wenig. All designated signatories are admitted to practice law in the State of New York. All of the signatories on the Escrow Account have an

address at 270 Madison Avenue, New York, New York 10016 and a telephone number of (212) 867-4466.

1.4 ESCROW AGENT and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of this Agreement or otherwise concerning the maintenance of or release of the Deposit from escrow.

1.5 Neither ESCROW AGENT nor any authorized signatories on the Escrow Account are the Sponsor, Selling Agent, Managing Agent (as those terms are defined in the Plan), or any principal thereof, or have any beneficial interest in any of the foregoing.

1.6 The Escrow Account is not an IOLA account established pursuant to Judiciary Law Section 497. The Escrow Account shall be an interest-bearing account. The interest rate to be earned on the Deposits will be the rate paid from time to time by the Bank for the same type of account as the escrow account. Interest will begin to accrue when the check for a Deposit is collected, and provided there is no charge back or debit by the Bank against the amount deposited.

1.7 The ESCROW AGENT may from time to time, upon notice to the SPONSOR and all purchasers who have made Deposits with ESCROW AGENT, change the depository in which the DEPOSITS are held to another lending institution in New York City without the necessity of amending the Plan.

2. **DEPOSITS INTO THE ESCROW ACCOUNT.**

2.1 All Deposits received by ESCROW AGENT from PURCHASER, on account of the purchase price thereunder, prior to closing of such Unit, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payer, shall be deposited in the Escrow Account. All instruments to be deposited into the Escrow Account shall be made payable to, or endorsed by the purchaser to the order of "Belkin Burden Wenig & Goldman, LLP, as Escrow Agent for 1 Brooklyn Bay Condominiums/[Name of Purchaser]". Any instrument payable or endorsed other than as required hereby, and which cannot be deposited into such Escrow Account, shall be returned to the PURCHASER promptly after receipt by ESCROW AGENT of such instrument following any attempts to deposit it; but, in any event, following such unsuccessful attempts to deposit it, ESCROW AGENT shall mail or otherwise send such instrument to the PURCHASER within five business days of such receipt of such instrument by ESCROW AGENT. In the event of such return of such instrument, then such instrument shall be deemed not to have been delivered to ESCROW AGENT pursuant to the terms of this Agreement.

2.2 For purposes of this Section 2.2, an unconditional tender and delivery of a Deposit shall be deemed to have been made if a Deposit is delivered together with a purchase agreement in the form agreed to by SPONSOR without any request for a change in such form or the terms of such purchase agreement. Within 10 business days after unconditional tender and delivery to SPONSOR or the Selling Agent, if any, of a Deposit required to be submitted by PURCHASER on account of the purchase of a Unit under the Plan, together with the purchase agreement for the purchase of such Unit, ESCROW AGENT shall notify PURCHASER of the deposit of such funds in the Bank, provide the account number, and disclose the initial interest rate. Subject to the provisions of the next sentence, if PURCHASER does not receive notice of such deposit within fifteen (15) business days after unconditional tender and delivery to SPONSOR or the Selling Agent, if any, of such Deposit, then PURCHASER may cancel the purchase and rescind PURCHASER'S purchase agreement so long as such right to rescind is exercised within ninety (90) days after PURCHASER'S unconditional tender and delivery of such Deposit to SPONSOR or the Selling Agent, if any, or PURCHASER may send complaints to the New York State Department of Law (the "ATTORNEY GENERAL"). However, PURCHASER shall not be entitled either to rescind PURCHASER'S purchase agreement or to receive a refund of PURCHASER'S Deposit where proof satisfactory to the Attorney General is submitted establishing that such Deposit was timely deposited and notice as provided above was timely mailed to PURCHASER in accordance with all regulations of the Attorney General.

3. **RELEASE OF FUNDS.**

3.1 ESCROW AGENT shall not release the Deposit of a defaulting purchaser to SPONSOR until after consummation of the Plan. SPONSOR shall promptly, after consummation of the Plan, amend the Plan to disclose that consummation of the Plan has occurred. "Consummation of the Plan" shall mean the recordation of the Declaration of Condominium 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 that the Plan is effective. Consummation of the Plan shall not relieve SPONSOR or ESCROW AGENT of its fiduciary obligations to PURCHASER pursuant to GBL Section 352-h.

3.2 ESCROW AGENT shall continue to hold PURCHASER'S Deposit in escrow until: (a) the transaction with PURCHASER shall close, or (b) otherwise directed in one or more writings signed (whether on the same or separate counterparts) by each of SPONSOR and PURCHASER, or (c) a final, non-appealable judgment or order of a court of competent jurisdiction permits or requires the release of such Deposit.

3.3 SPONSOR shall not object to the release of the Deposit to: a) PURCHASER, provided PURCHASER has not defaulted and has timely and validly rescinded PURCHASER'S purchase agreement in accordance with an offer of rescission contained in the Plan or an amendment to the Plan; or b) PURCHASER after an Amendment abandoning the Plan is accepted for filing by the New York State Department of Law.

3.4 If there is no written agreement between SPONSOR and PURCHASER to release the Deposit paid by PURCHASER, ESCROW AGENT shall not pay such Deposit to SPONSOR until after 30 days following the date that ESCROW AGENT has given PURCHASER written notice that ESCROW AGENT intends to pay to SPONSOR such Deposit. If the ESCROW AGENT has not received notice of objection to the release of the funds at the expiration of the 30 day period, the funds shall be released and ESCROW AGENT shall provide further written notice to both parties informing them of said release. If the ESCROW AGENT receives a written notice from either party objecting to the release of the escrowed funds within said 30 day period, the ESCROW AGENT shall continue to hold said funds until otherwise directed pursuant to Paragraph 3.2 hereinabove.

4. **RECORD KEEPING.**

4.1 ESCROW AGENT shall maintain all records concerning the escrow account for seven years after release of the funds.

4.2 In the event that ESCROW AGENT shall dissolve as a law firm, 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 Attorney General of such transfer.

4.3 ESCROW AGENT shall make available to the Attorney General, upon his request, all books and records of ESCROW AGENT relating to the funds deposited and disbursed hereunder.

5. GENERAL RIGHTS AND OBLIGATIONS OF ESCROW AGENT.

5.1 ESCROW AGENT shall maintain the Escrow Account under the direct supervision and control of ESCROW AGENT.

5.2 A fiduciary relationship, pursuant to this Agreement, shall exist between ESCROW AGENT and PURCHASER who has paid Deposits which are held by ESCROW AGENT, and ESCROW AGENT acknowledges its fiduciary and statutory obligations pursuant to GBL §§352(e)(2-b) and 352(h).

5.3 ESCROW AGENT undertakes to perform only such duties as are expressly set forth herein. If there is any conflict or inconsistency between the provisions of this Agreement and either the Plan or any Purchase Agreement (as defined in the Plan), the provisions of this Agreement shall be controlling.

5.4 If conflicting demands are made or notices are served upon ESCROW AGENT with respect to this Agreement, or if ESCROW AGENT shall hold a good faith belief that the rights of a claimant to any Deposit are not absolutely clear, the signatories hereto agree that ESCROW AGENT may refuse to comply with any such claim or demand and, except as hereinafter set forth in this Agreement, may withhold and stop all further proceedings in the performance of this Agreement so long as such disagreement shall continue. In so doing, ESCROW AGENT shall not be or become liable for damages or interest to any of the signatories hereto or to any other person for its failure to comply with such conflicting or adverse demands or notices. ESCROW AGENT may continue to so refrain and so refuse to act until (i) the rights of the adverse claimants have been finally adjudicated in a court having and assuming jurisdiction of the parties and/or the Deposit, as the case may be, or (ii) all differences, with respect to any Deposit, shall have been resolved by mutual agreement of SPONSOR and the purchaser who paid such Deposit, and ESCROW AGENT shall have been notified thereof in writing signed by both of said parties. In the alternative, ESCROW AGENT may, but shall not be obligated to, file a suit in interpleader for a declaratory judgment for the purpose of having the respective rights of the claimants adjudicated, and/or may deposit any Deposit with a court of competent jurisdiction, in which event SPONSOR agrees to pay all costs, expenses and attorneys' fees incurred by ESCROW AGENT in connection therewith. In the event that ESCROW AGENT shall deposit any Deposit with such court, the ESCROW AGENT shall be fully released and discharged from any and all further duties and obligations hereunder with respect to such Deposit.

5.5 ESCROW AGENT shall not be responsible for any interest on any Deposit except for such as is actually received by ESCROW AGENT.

5.6 SPONSOR hereby agrees to indemnify ESCROW AGENT from, and to hold it harmless against, any loss, liability or expense (including, without limitation, attorneys' fees and expenses) incurred without gross negligence, willful default, or bad faith on the part of ESCROW AGENT, arising out of or in connection with its entering into this Agreement and carrying out its duties hereunder, including the costs and expenses of defending itself against any claim or liability.

5.7 In any action or proceeding, ESCROW AGENT may represent SPONSOR, even if such action or proceeding relates to or involves any Deposit, at the same time as ESCROW AGENT is holding such Deposit pursuant to this Agreement.

6. RESPONSIBILITIES OF SPONSOR.

6.1 SPONSOR agrees that SPONSOR and its agents, including any selling agents, shall deliver to ESCROW AGENT each Deposit

on account of the sale of a unit under the Plan which has been received by SPONSOR or such agents prior to closing of the sale of such Unit within one business day of receipt thereof.

6.2 SPONSOR agrees that it shall not interfere with ESCROW Agent's performance of its fiduciary duties and compliance with the Attorney General's regulations.

6.3 SPONSOR shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from PURCHASER and deliver such form to ESCROW AGENT together with the Deposit and Purchase Agreement.

7. TERMINATION OF AGREEMENT.

7.1 This Agreement shall remain in effect unless and until it is canceled, by either:

1. Written notice given by SPONSOR to ESCROW AGENT of cancellation of designation of ESCROW AGENT to act in said capacity, which cancellation shall take effect only upon the filing of an amendment to the Plan with the Attorney General providing for a successor ESCROW AGENT. PURCHASER shall be deemed to have consented to such cancellation; or

2. The resignation of ESCROW AGENT upon giving notice to SPONSOR of its desire to so resign, which resignation shall take effect only upon the filing of an amendment to the Plan with the Attorney General providing for a successor ESCROW AGENT and giving notice 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; or

3. All Deposits held by ESCROW AGENT have been paid by ESCROW AGENT from the Escrow Account as provided in this Agreement.

ESCROW AGENT shall not be responsible for any delay between either (i) any such cancellation by SPONSOR of the designation of ESCROW AGENT, or (ii) the resignation of ESCROW AGENT, and, in either such case, the date on which an amendment to the Plan appointing a successor ESCROW AGENT has been filed by the Attorney General and notice thereof has been given to ESCROW AGENT. Once any such cancellation of the designation of ESCROW AGENT has been given to ESCROW AGENT, or once ESCROW AGENT has given to SPONSOR notice of resignation as ESCROW AGENT, then in either case ESCROW AGENT shall not be obligated to accept thereafter any new Deposits in the Escrow Account.

7.2 Upon termination of the duties of ESCROW AGENT as described in paragraph 7.1 (a) or (b) above, ESCROW AGENT shall deliver any and all Deposits held by it in escrow to the new successor ESCROW AGENT set forth in such amendment to the Plan, provided ESCROW AGENT has received a copy of such amendment.

8. SUCCESSORS AND ASSIGNS.

8.1 This Agreement shall be binding upon SPONSOR, ESCROW AGENT and PURCHASER and their respective successors and assigns.

9. GOVERNING LAW.

9.1 This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

10. ESCROW AGENT'S COMPENSATION.

10.1 SPONSOR agrees that any compensation to ESCROW AGENT shall not be paid from the Deposits nor from any interest accruing thereon (unless and to the extent SPONSOR is entitled to be paid such Deposits pursuant to this Agreement) and that compensation to ESCROW AGENT, if any, shall not be deducted from the Deposits (unless and to the extent SPONSOR is entitled to be paid such Deposits pursuant to this Agreement) by any financial institution under any circumstance. SPONSOR shall reimburse to ESCROW AGENT any fees or charges incurred in connection with the establishment and maintenance of the escrow account.

11. SEVERABILITY.

11.1 If any provision of this Agreement or the application thereof to any person or circumstance is determined to be invalid or unenforceable, the remaining provisions of this Agreement or the application of such provision to other persons or to other circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

12. ENTIRE AGREEMENT.

12.1 This Agreement, read together with GBL Section 352-e(2-b) and the Attorney General's regulations, constitutes the entire agreement between the parties with respect to the subject matter hereof.

13. NOTICES.

13.1 All notices and communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or sent by regular, certified or registered mail, with or without return receipt requested, postage prepaid, addressed as follows:

To SPONSOR: MD SHEEPSHEAD BAY LLC
c/o Muss Development LLC
118-35 Queens Boulevard
Forest Hills, New York 11375

To ESCROW AGENT: BELKIN BURDEN WENIG & GOLDMAN, LLP
270 Madison Avenue
New York, New York 10016
Attn: Aaron Shmulewitz, Esq.

or at such other address as any of the above may have furnished, as the address of such party, to the other parties in a notice given in accordance with the provisions of this Section. All notices sent in accordance with this Section shall be deemed given upon personal delivery or five days after the date of mailing, as the case may be.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

ESCROW AGENT:

BELKIN BURDEN WENIG & GOLDMAN, LLP

By: _____
Aaron Shmulewitz, Member

SPONSOR:

MD SHEEPSHEAD BAY LLC

By: _____

PURCHASER:

_____

_____

UNIT OWNER'S POWER OF ATTORNEY

1 BROOKLYN BAY CONDOMINIUMS
(THE TOWER UNITS IN THE SHEEPSHEAD BAY ROAD CONDOMINIUM)

All terms used in this Unit Owner's Power of Attorney that are used (a) in the declaration establishing a plan for condominium ownership of the premises known as and by the street number 1524 Sheepshead Bay Road (a/k/a 1501 Voorhies Avenue), Brooklyn, New York (the "**Property**") under Article 9-B of the Real Property Law of the State of New York, dated _____, 201 , and recorded in the Office of the Register of the City of New York, Kings County on _____, 201__, as CRFN No. _____ _____, as same may have been or may hereafter be amended (collectively the "**Declaration**"), (b) in the by-laws of the Condominium (the "**Condominium By-Laws**") attached to, and recorded together with, the Declaration, and (c) in the by-laws of the Tower Section of the Condominium (the "**Tower By-Laws**"), shall have the same meanings in this Power of Attorney as in the Declaration, the By-Laws, or the Tower By-Laws.

The undersigned _____ , (having an office) (residing) at 1524 Sheepshead Bay Road, Brooklyn, New York 11235, the owner of the Condominium Unit (the "**Undersigned's Unit**") known as Tower Unit No. in **1 Brooklyn Bay Condominiums (The Tower Units in The Sheepshead Bay Road Condominium**) (the "**Condominium**"), known by the street address as 1524 Sheepshead Bay Road (a/k/a 1501 Voorhies Avenue), Brooklyn, New York and consisting of the real property and improvements thereon as more particularly described on Schedule A annexed hereto and made a part hereof, such Unit being also designated as Tax Lot___ in Block 7459 of the Borough of Brooklyn on the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plans, do(es) hereby irrevocably nominate, constitute and appoint the persons who may from time to time constitute each of the Condominium Board and the Tower Board, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as members of the Condominium Board or the Tower Board or in the name of their designee (corporate or otherwise), on behalf of all Unit Owners, in accordance with the Unit Owners' respective Common Interests, subject to the provisions of the Condominium By-Laws and the Tower by-Laws then in effect:

(1)(with regard to the Tower Board only):

(a) to acquire or lease any Tower Unit, together with its Appurtenant Interests, from any Tower Unit Owner so desiring to sell, convey, transfer, assign or lease, including without limitation pursuant to the right of first refusal set forth in the Tower By-Laws, (b) to acquire any Tower Unit, together with its Appurtenant Interests, whose owner elects to surrender such Tower Unit pursuant to the terms of the Tower By-Laws, and (c) to acquire any Tower Unit, together with its Appurtenant Interests, that becomes the subject of a foreclosure or other similar sale, on such terms and, with respect to any transfer pursuant to the terms of subdivision 1(a) or 1(c) of this paragraph at such price or at such rental, as the case may be, as such attorneys-in-fact deem proper, and thereafter to convey, sell, lease, mortgage or otherwise deal with (but not vote the interest appurtenant to) any such Tower Unit so acquired by them, on such terms as such attorneys-in-fact may determine, granting to such attorneys-in-fact the power to do all things in such premises which the undersigned could do if the undersigned were personally present,

(2) (with regard to either the Tower Board or the Condominium Board) to file, prosecute, negotiate and settle, on behalf of all Tower Unit Owners, appropriate tax certiorari proceedings so as to reduce the assessed valuations of, and/or real estate taxes due with regard to, all Tower Units in the Condominium, and (3) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Condominium that the Tower Board or the Condominium Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Condominium, or (b) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Condominium, the Tower Section, or any Common Elements, that the Tower Board or the Condominium Board may deem necessary or appropriate.

The acts of a majority of such persons constituting the Tower Board or the Condominium Board, as the case may be, shall constitute the acts of said attorneys-in-fact.

The undersigned do(es) hereby irrevocably nominate, constitute and appoint each of Sheepshead Bay Road Owner, LLC (the **"Sponsor"**) and MD Sheepshead Bay LLC (the **"Tower Sponsor"**), as attorneys-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 Tower By-Laws, as the case may be, when such amendment: (i) shall be required to reflect any changes in Unsold Tower Units and/or the reapportionment of the Common Interests of the affected Unsold Tower Units resulting therefrom made by Sponsor or Tower Sponsor or their respective designees in accordance with the Declaration, or (ii) will be required by (A) an Institutional Lender designated by Sponsor or Tower Sponsor to make a mortgage loan secured by a mortgage on any Tower Unit, (B) any governmental agency having regulatory jurisdiction over the Condominium, or (C) any title insurance company selected by Sponsor or Tower Sponsor to insure title to any Tower Unit; provided, however, that any amendment made pursuant to the terms of subdivisions (i) or (ii) of this paragraph will not (x) change the Common Interest of the Undersigned's Unit, (y) require a material, physical modification to the Undersigned's Unit, or (z) 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 subdivisions (x) or (y) of this paragraph) or the holder of such mortgage (in the event described in (z) 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 will remain in full force and effect until such time as Tower Sponsor or its designee will cease to own any of the Tower Units in the Condominium.

IN WITNESS WHEREOF, the undersigned has/have executed this Unit Owner's Power of Attorney as of the _____ day of _____, 201__.

_____

_____

STATE OF NEW YORK)
)ss.:
COUNTY OF)

On this _____ day of _____, 201__ before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to in the within instrument, and acknowledged to me that he/she they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

_____
Notary Public

UNIT _____
1 BROOKLYN BAY CONDOMINIUMS
(THE TOWER UNITS IN THE SHEEPSHEAD BAY ROAD CONDOMINIUM)
1524 SHEEPSHEAD BAY ROAD
(A/K/A 1501 VOORHIES AVENUE)
BROOKLYN, NEW YORK 11235

BLOCK 7459
LOT

RECORD AND RETURN TO:

AVALON BAY COMMUNITIES, INC.
275 SEVENTH AVENUE
NEW YORK, NEW YORK 10001

TOWER UNIT DEED
1 BROOKLYN BAY CONDOMINIUMS
(THE TOWER UNITS IN THE SHEEPSHEAD BAY ROAD CONDOMINIUM)

This INDENTURE, made the __ day of_____ , 201 , by and between **MD SHEEPSHEAD BAY LLC**, a limited liability company organized and existing under the laws of the State of New York (the "**Grantor**"), having an office c/o Muss Development LLC, 118-35 Queens Boulevard, Forest Hills, New York 11375, and _ _____ (singly, jointly or collectively the "**Grantee**") (having an office) (residing at) _____ _____.

WITNESSETH:

That the Grantor, in consideration of Ten Dollars ($10.00) and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, and the heirs or successors and assigns of the Grantee, forever:

The condominium unit known as Tower Unit No. _____ _____ the "**Unit**") in the building at 1524 Sheepshead Bay Road (a/k/a 1501 Voorhies Avenue), Brooklyn, New York 11235 (the "Building"), in the Borough of Brooklyn, County of Kings, City and State of New York, known as 1 Brooklyn Bay Condominiums (The Tower Units in The Sheepshead Bay Road Condominium) (the "**Condominium**"), such Unit being designated and described as Unit No. _____ in a certain declaration dated January 13, 2016 made by Sheepshead Bay Road Owner, LLC pursuant to Article 9-B of the Real Property Law of the State of New York, as amended (the "**Condominium Act**"), establishing a plan for condominium ownership of the Building and the land upon which the Building is situate as more particularly described on Schedule A annexed hereto and made a part hereof (the "**Land**"), which declaration was recorded in the Kings County Office of the Register of the City of New York, on March 9, 2016 as CRFN No. 2016000082310, as same has been subsequently amended (collectively, the "Declaration"). The Building and the Land are referred to herein as the "Property." This Unit is also designated as Tax Lot _____in Block 7459 of the Borough of Brooklyn, County of Kings 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 Perkins Eastman LLP, on the ___ day of , 201___, and filed with the Real Property Assessment Department of the City of New York on the ____ day of _____, 201___, as Condominium Plan No. ____ and also filed in the Kings

County Office of the Register of the City of New York on the day of _____, 201___, as Condominium Map No. _____.

TOGETHER with an undivided _____% interest in the Common Elements (as such term is defined in the Declaration);

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to the Unit;

TOGETHER with and subject to the rights, obligations, easements, restrictions and other provisions of the Declaration and of the By-Laws (including the Rules and Regulations) (as such terms are defined in the Declaration) of the Condominium, as such Declaration and By-Laws may be amended from time to time by instruments recorded in the Kings County Office of the Register of the City of New York, all of which rights, obligations, easements, restrictions and other provisions, shall constitute covenants running with the land and shall bind any and all persons having at any time any interest or estate in the Unit, as though recited and stipulated at length herein; and subject to any other matters of record as of the date hereof;

TO HAVE AND TO HOLD THE SAME UNTO the Grantee, and the heirs or successors and assigns of the Grantee, forever.

If any provision of the Declaration, the By-Laws, or the Tower By-Laws is ruled by a Court of competent jurisdiction to be invalid under, or would cause the Declaration, the By-Laws, or the Tower 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, the By-Laws, and the Tower By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration, the By-Laws, or the Tower By-Laws, or if the Declaration, the By-Laws and the Tower By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of the Declaration will control.

Except as otherwise specifically permitted by the Condominium Board or the Tower Board (as such terms are defined in the Declaration) or provided in the Declaration, the By-Laws, or the Tower By-Laws, the Unit is intended for residential use only.

The Grantor covenants that the Grantor has not done or suffered anything to be done whereby the Unit has been

encumbered in any way whatever, except as set forth in the Declaration, the By-Laws, or the Tower By-Laws (and any Rules and Regulations adopted under the By-Laws or the Tower By-Laws).

The Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvements at the Property and will apply such consideration first to the payment of the cost of such improvements before using any part thereof for any other purposes.

The Grantee accepts and ratifies the provisions of the Declaration, the By-Laws of the Condominium, and the By-Laws of the Tower Section of the Condominium, as each of which has been recorded, and agrees to comply with all the terms and provisions thereof as the same may be amended from time to time by instruments recorded in the Kings County Office of the Register of the City of New York, and further agrees to comply with any Rules and Regulation adopted in accordance with the provisions of both of such sets of By-Laws. The Grantee specifically accepts and ratifies those provisions of the Declaration which direct that any tax exemption and tax abatement benefits granted the Property be apportioned among all Units in proportion to their respective Common Interests. The Grantee covenants on behalf of the Grantee, and on behalf of the heirs, successors and assigns of the Grantee, that no suit shall be maintained by the Grantee or the heirs, successors or assigns of the Grantee against the City of New York, the Grantor herein or the Condominium in which the Grantee or the heirs, successors or assigns of the Grantee allege that any apportionment of such benefits made in accordance with the provisions of the Declaration is contrary to law. This covenant by the Grantee is made in favor of all other Unit Owners, the Condominium Board, the Tower Board, the Condominium, the Grantor and the City of New York.

This conveyance is made in the regular course of business actually conducted by the Grantor.

The term "**Grantee**" shall be read as "**Grantees**" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this indenture as of the day and year first above written.

GRANTOR: **GRANTEE:**

MD SHEEPSHEAD BAY LLC

By: _____ _____

STATE OF NEW YORK)
)ss.:
COUNTY OF)

On this _____ day of _____, 201__ before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to in the within instrument, and acknowledged to me that he/she they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
)ss.:
COUNTY OF NEW YORK)

On this _____ day of _____, 20__ before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to in the within instrument, and acknowledged to me that he/she they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

_____
Notary Public

TOWER UNIT
1 BROOKLYN BAY CONDOMINIUMS
(THE TOWER UNITS IN THE SHEEPSHEAD BAY ROAD
CONDOMINIUM)
1524 SHEEPSHEAD BAY ROAD
(A/K/A 1501 VOORHIES AVENUE)
BROOKLYN, NEW YORK 11235

BLOCK 7459
LOT

RECORD AND RETURN TO:

FIRST AMENDMENT TO DECLARATION

Which Established A Plan of Condominium Ownership

for the Premises known as

SHEEPSHEAD BAY ROAD CONDOMINIUM

located at
1524 Sheepshead Bay Road
(recorded under 1600 Sheepshead Bay Road)

(a/k/a 1501 Voorhies Avenue)
in the Borough of Brooklyn
County of Kings
City and State of New York

Pursuant to Article 9-B of the
Real Property Law of the State of New York

DATE OF DECLARATION: JANUARY 13, 2016

RECORDED: MARCH 9, 2016

CITY REGISTER, KINGS COUNTY CRFN 2016000082310

INITIAL DECLARANT: SHEEPSHEAD BAY ROAD OWNER, LLC

AMENDANT OF THIS AMENDMENT: MD SHEEPSHEAD BAY LLC

DATE OF THIS AMENDMENT: _____

BLOCK: 7459

LOTS: Formerly known as Lot 1002
(now known as lots _____ through and including _____)

Record and Return to:

AARON SHMULEWITZ, ESQ.
BELKIN BURDEN WENIG & GOLDMAN, LLP
270 Madison Avenue
New York, New York 10016

Attorneys for Amendant

CONDOMINIUM NO. 3834
BLOCK 7459
TAX LOTS
(F/K/A TAX LOT 1002)

FIRST AMENDMENT TO DECLARATION OF

SHEEPSHEAD BAY ROAD CONDOMINIUM

1524 SHEEPSHEAD BAY ROAD

(RECORDED UNDER 1600 SHEEPSHEAD BAY ROAD)

(A/K/A 1501 VOORHIES AVENUE)

BROOKLYN, NEW YORK

PURSUANT TO ARTICLE 9-B OF THE NEW YORK STATE REAL PROPERTY LAW

MD SHEEPSHEAD BAY LLC, a limited liability company organized and existing under the laws of the State of New York, and acting as Amendant for this instrument pursuant to Article 18 of the Declaration of Condominium of Sheepshead Bay Road Condominium, an unincorporated association organized and existing under the laws of the State of New York, and having an address at 1524 Sheepshead Bay Road (a/k/a 1501 Voorhies Avenue), Brooklyn, New York 11235, does hereby declare as follows:

1. This is the First Amendment to that certain Declaration of Condominium establishing a plan for condominium ownership of the property comprising Sheepshead Bay Road Condominium made pursuant to Article 9-B of the New York State Real Property Law, which Declaration was dated January 13, 2016

and recorded in the Office of the Register of the City of New York, County of Kings on March 9, 2016 as CRFN 2016000082310, which has not heretofore been amended (the "Declaration").

2. The Declaration is hereby amended to reflect the following changes.

3. The address of the Property is hereby changed to 1524 Sheepshead Bay Road (a/k/a 1501 Voorhies Avenue), Brooklyn, New York 11235; the definitions of, and all references to, the "Building", the "Land" and the "Property" are amended accordingly.

4. The Unit Owner of the Tower Unit (Block 7459 Tax Lot 1002), having a square footage of 69,487 square feet, and a Common Interest percentage of 32.27% (the "Tower Unit"), hereby subdivides the Tower Unit (Tax Lot 1002) into fifty six (56) separate apartment units (each a "Tower Unit" and collectively the "Tower Units"), as delineated on the annexed drawings dated [_____] prepared by Perkins Eastman LLP. A schedule setting forth the designation, square footage, location, and common interest percentage of each Tower Unit is attached hereto as Exhibit A.

5. All of the Tower Units are located on floors 20 through 30 of the building at 1524 Sheepshead Bay Road (a/k/a 1501 Voorhies Avenue), Brooklyn, New York.

6. The Tower Units shall have the attributes as more particularly set forth on Exhibit A attached hereto.

7. The subdivision of the Tower Unit (Tax Lot 1002) into the 56 Tower Units shall not affect any other unit in the Condominium.

8. All references in the Declaration and Bylaws to the "Tower Unit" and the "Tower Unit Owner", respectively, shall be deemed amended to "Tower Units" and "Tower Unit Owners", respectively. All portions of the former Tower Unit (Tax Lot 1002) other than the Tower Units are hereby constituted as "Tower Common Elements" as that term is defined in Article 8.5 of the Declaration.

9. All terms used in this Amendment shall have the same meanings as ascribed thereto in the Declaration.

10. The amendment reflected herein was approved and adopted in accordance with the terms of the Declaration.

11. The Declaration, as amended and modified herein, is incorporated herein by reference with the same force and effect as if set forth at length herein. Except as amended herein, all other terms and provisions of the Declaration are hereby ratified and confirmed and shall remain in full force and effect.

12. The provisions hereof shall be perpetual and shall be construed to be covenants running with the Tower Units,

and with the Property, and every part thereof and every interest therein, and all provisions hereof shall be binding upon and shall inure to the benefit of the Declarant and the Unit Owners of the Tower Units, and their respective heirs, successors, assigns and legal representatives.

13. If any provision hereof shall in any way be held by a Court of competent jurisdiction to conflict with, or to be unenforceable under, the laws of the State of New York, then such laws shall be deemed controlling, such provision shall be deemed of no force and effect, and the validity, force and effect of the remaining provisions of this Amendment shall not be affected thereby.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the ____ day of [ ], 201 .

MD SHEEPSHEAD BAY LLC
AMENDANT

By: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF NEW YORK)

On this _____ day of [ ] before me, the undersigned, a Notary Public in and for said state, personally appeared [ ], personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to in the within instrument, and acknowledged to me that he/she they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

_____
Notary Public

EXHIBIT A

PRIOR TO SUBDIVISION:

Tower Unit (Block 7459 Tax Lot 1002)
Common interest 32.27%
69,487 square feet

FOLLOWING SUBDIVISION:

BY-LAWS OF
1 BROOKLYN BAY CONDOMINIUMS
(THE TOWER UNITS IN THE SHEEPSHEAD BAY ROAD CONDOMINIUM)

GENERAL NOTE--ANY CONFLICT BETWEEN THESE TOWER BY-LAWS, AND THE DECLARATION AND THE CONDOMINIUM BY-LAWS, SHALL BE RESOLVED IN FAVOR OF THE DECLARATION AND THE CONDOMINIUM BY-LAWS.

ARTICLE I

PLAN OF UNIT OWNERSHIP

Section 1. Unit Ownership. The premises located at 1524 Sheepshead Bay Road (a/k/a 1501 Voorhies Avenue), in the Borough of Brooklyn, County of Kings, City and State of New York, has been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York by the Declaration that has been previously recorded in the Office of the Register of the City of New York, County of Kings, as subsequently amended by the First Amendment thereto which was recorded simultaneously with these "Tower By-Laws" (collectively the "Declaration"). All capitalized terms herein shall, for the purposes of these Tower By-Laws, have the same definitions ascribed to them in the Declaration and the offering plan pursuant to which the Tower Units were offered for sale.

Section 2. Applicability. The provisions of these Tower By-Laws shall be applicable to the Condominium, the Tower Units therein and the Tower Unit Owners thereof, and to the respective use and occupancy thereof. These Tower By-Laws, the Tower Rules and Regulations (attached hereto as Schedule A and made a part hereof), and the Declaration, as each may be amended from time to time, shall bind and govern all present and future Tower Unit Owners, mortgagees, tenants, subtenants and occupants of Tower Units, and their employees, agents and servants, and any other person who may use the facilities of the Property, Land, Building, Tower Section, or Condominium in any manner. The acceptance of a deed or other conveyance of a Tower Unit, or the entering into of a lease, sublease or occupancy agreement relative to a Tower Unit, or the commencement of occupancy of a Tower Unit, shall constitute a binding acceptance by such grantee, tenant, subtenant or occupant of the provisions of these Tower By-Laws, the Tower Rules and Regulations, and the Declaration. These Tower By-Laws are subject to the By-Laws of the Condominium.

Section 3. Office. The offices of the Condominium and the Tower Board of Managers thereof shall be located at the Property, or at such other place as shall be specified.

ARTICLE II

TOWER BOARD OF MANAGERS

Section 1. Number and Term. The affairs of the Tower Section shall be governed by a Tower Board of Managers. The first Tower Board of Managers shall consist of three persons designated by the Tower Sponsor who shall hold office and exercise all powers and duties of the Tower Board of Managers specified herein until the first meeting of Tower Unit Owners called to elect managers. The Tower Managers on the first Tower Board of Managers need not be Tower Unit Owners; however, on all subsequent Tower Boards, all Tower Managers (except for Tower Managers designated or appointed by the Tower Sponsor) shall be Tower Unit Owners, the spouses or domestic partners of joint-name Tower Unit Owners, the principals (or their designees) of business-entity Tower Unit Owners, or the grantors or beneficiaries of Tower Unit Owners that are trusts. The number of Tower Managers to be elected commencing with the first meeting of Tower Unit Owners shall be five (5), three of whom shall be designated by the Tower Sponsor and two of whom shall be elected by Tower Unit Owners, and shall not be affiliated with the Tower Sponsor.

Upon the earlier to occur of: (i) the fifth anniversary of the first Tower Unit closing, or (ii) the closing of title to Tower Units having an aggregate Tower Common Interest exceeding FIFTY PERCENT (50%), the then-existing Tower Board of Managers shall resign and a new Tower Board of Managers shall be elected so that not more than two Tower Managers shall be designated by the Tower Sponsor and at least three Tower Managers shall be elected by the Tower Unit Owners, and shall not be affiliated with the Tower Sponsor. At all elections of Tower Managers held following the closing of title to Tower Units having an aggregate Tower Common Interest exceeding SEVENTY FIVE PERCENT (75%), not more than one Tower Manager shall be designated by the Tower Sponsor and not less than four Tower Managers shall be elected by Tower Unit Owners, and shall not be affiliated with the Tower Sponsor. As long as the Tower Sponsor shall retain title to at least one Tower Unit, the Tower

Sponsor shall be entitled to designate one Tower Manager. In addition to all designation rights granted herein, the Tower Sponsor and its designee shall always have the additional right to vote the Tower Common Interests appurtenant to Tower Units owned by them.

Section 2. Powers and Duties. The Tower Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Tower Section and may do such acts and things except as by law or by the Declaration or by these Tower By-Laws may not be delegated to the Tower Board of Managers by the Tower Unit Owners. Such powers and duties of the Tower Board of Managers shall include, but shall not be limited to, the following:

(a) operation, care, upkeep and maintenance of the Tower Section, the Tower Common Elements and any Tower Limited Common Elements.

(b) determination of the Tower Common Charges and Tower Common Expenses required for the operation and maintenance of the Tower Section.

(c) collection from the Tower Unit Owners of the Tower Common Charges and Special Assessments.

(d) employment and dismissal of the personnel necessary for the maintenance and operation of the Tower Section.

(e) adoption and amendment of the Tower Rules and Regulations governing the operation and use of the Tower Section.

(f) opening and maintaining bank accounts on behalf of the Tower Section and designating the signatories required therefor.

(g) purchasing, leasing or otherwise acquiring in the name of the Tower Board of Managers, or its designee, on behalf of all Tower Unit Owners, Tower Units offered for sale or lease or surrendered by their Tower Unit Owners to the Tower Board of Managers.

(h) purchasing of Tower Units at foreclosure or other judicial sales in the name of the Tower Board of Managers, or its designee, on behalf of all Tower Unit Owners.

(i) acquiring in the name of the Tower Board of Managers, or its designee, on behalf of all Tower Unit Owners, rights and interests in real and personal property for use in connection with the ownership and operation of the Tower Section, as described in the Declaration and these Tower By-Laws.

(j) selling, leasing, mortgaging, or otherwise dealing with Tower Units acquired, and subleasing Tower Units leased, by the Tower Board of Managers or its designee, on behalf of all Tower Unit Owners.

(k) organizing corporations to act on behalf, or as designees, of the Tower Board of Managers.

(l) obtaining insurance for the Tower Section or any component thereof, including the Tower Units, pursuant to the provisions of Article V, Section 2 hereof.

(m) making repairs, additions and improvements to or alterations of the Tower Section and making of repairs to and restoration of the Tower Section in accordance with the other provisions of these Tower By-Laws after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(n) borrowing money on behalf of the Tower Section when required in connection with its operation, care, upkeep and maintenance, provided, however, that: (1) no borrowing by the Tower Board of Managers in excess of $100,000 in the aggregate shall occur without the prior consent of a majority of Tower Unit Owners, in number and in aggregate Tower Common Interest, and (2) no lien to secure repayment of any sum borrowed may be created against any Tower Unit or its Tower Common Interest without the consent of the Tower Unit Owner of such Tower Unit. If any sum borrowed by the Tower Board of Managers on behalf of the Tower Section pursuant to the authority herein is not repaid by the Tower Board, a Tower Unit Owner who pays to the creditor such proportion thereof equal to his Tower Common Interest 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 Tower Unit owned by such Tower Unit Owner.

(o) levying and collecting fines against Tower Unit Owners for violations of the Tower Rules and Regulations governing the operation and use of the Tower Section.

(p) adjusting and settling claims under insurance policies obtained pursuant to Article V, Section 2 hereof and executing and delivering releases upon settlement of such claims on behalf of all Tower Unit Owners.

(q) filing, prosecuting, negotiating and settling, on behalf of all Tower Unit Owners, tax certiorari petitions and appeals for the purpose of reducing the assessed valuations of, and/or the real estate taxes due with regard to, all Tower Units.

(r) notwithstanding anything to the contrary in these Tower By-Laws, as long as the Tower Sponsor or any designee shall own a Tower Unit, but in no event for a period in excess of two years from the closing of title to the first Tower Unit, the Tower Board of Managers may not, without the prior written consent of the Tower Sponsor or its designee:

(1) make any addition, alteration or improvement to the Tower Common Elements or to any Tower Unit;

(2) assess any Tower Common Charge for the creation of, addition to, or replacement of all or part of a reserve, contingency or surplus fund;

(3) borrow money on behalf of the Tower Section (except where necessary to perform work required by law to the extent that existing reserves are insufficient);

(4) amend the Declaration or these Tower By-Laws so as to increase the number of Tower Managers or in any other way adversely affect the Tower Sponsor or its designee; or

(5) interfere with: the offer and sale or leasing of Tower Units; operation of general or sales and leasing offices on the Property; or actions necessary for construction, renovation, repair or correction on the Property, as deemed necessary by the Tower Sponsor.

The Tower Sponsor or its designee shall have the right to withhold its consent to any of the foregoing actions, for any reason or for no reason. However, notwithstanding the

provisions of this subsection, the Tower Sponsor or its designee shall not withhold its consent to the making of capital repairs to the Tower Common Elements or assessment of any Tower Common Charge for expenses required in order to comply with law.

Section 3. Managing Agent. The Tower Board of Managers may employ a Managing Agent (including an entity organized or controlled by the Tower Sponsor or its designee) for the Tower Section at a compensation established by the Tower Board of Managers to perform such duties and services as the Tower Board of Managers shall authorize. The Tower Board of Managers may delegate to such Managing Agent all of the powers granted to the Tower Board of Managers by these Tower By-Laws other than the powers set forth in subdivisions (b), (e), (g), (h), (i), (j), (k), (n) and (p) of Section 2 hereof.

Section 4. Removal. Any Tower Manager (other than a Tower Manager designated or elected by the Tower Sponsor or its designee) may be removed for cause by the affirmative vote of Tower Unit Owners whose aggregate Tower Common Interest exceeds FIFTY PERCENT (50%), and may be removed without cause by the affirmative vote of Tower Unit Owners whose aggregate Tower Common Interest exceeds SIXTY SEVEN PERCENT (67%), of the total Tower Common Interest. A successor shall then be elected by the Tower Unit Owners to fill the vacancy thus created. A Tower Manager designated or elected by the Tower Sponsor or its designee may be removed only by the Tower Sponsor or its designee, and the vacancy thus created shall be filled only by the Tower Sponsor or its designee. No Tower Manager not designated by the Tower Sponsor or its designee shall continue to serve on the Tower Board if he shall cease to be a Tower Unit Owner, spouse or domestic partner of a joint-name Tower Unit Owner, principal (or his designee) of a business-entity Tower Unit Owner, or the grantor or beneficiary of a Tower Unit Owner that is a trust.

Section 5. Vacancies. Vacancies in the Tower Board of Managers caused by any reason other than the removal of a Tower Manager by a vote of the Tower Unit Owners shall be filled by a vote of a majority of the remaining Tower Managers at a special meeting of the Tower Board of Managers held for that purpose promptly after the occurrence of any such vacancy, even if the number of Tower Managers present at such meeting may constitute less than a quorum, and each person so elected shall serve as a Tower Manager until the next annual meeting of the Tower Unit Owners, unless earlier removed. Notwithstanding the foregoing, vacancies of Tower Managers designated by the Tower Sponsor or

its designee shall be filled only by the Tower Sponsor or its designee.

Section 6. Organization meeting. The first meeting of the Tower Board of Managers following each annual meeting of the Tower Unit Owners shall be held immediately thereafter, at such time and place as shall be fixed by the Tower Unit Owners. At the meeting at which the Tower Board of Managers shall have been elected, no notice shall be necessary to the newly elected members of the Tower Board of Managers in order legally to constitute such meeting, providing a majority of the whole Tower Board of Managers shall be present.

Section 7. Regular Meetings. Regular meetings of the Tower Board of Managers may be held at such time and place as shall be determined from time to time by the Tower Managers, but at least four such meetings shall be held during each fiscal year. Notice of regular meetings of the Tower Board of Managers shall be given to each Tower Manager, by mail, telegraph, telefax, email, or telephone, at least three business days prior to the day specified for such meeting.

Section 8. Special Meetings. Special meetings of the Tower Board of Managers may be called by the President on three business days' notice to each Tower Manager, given by mail, telegraph, telefax, email, or telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Tower 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 Tower Managers.

Section 9. Waiver of Notice. Any Tower Manager may at any time waive in writing notice of any meeting of the Tower Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Tower Board of Managers at any meeting of the Tower Board shall constitute a waiver of notice by him/her of the time and place thereof. Any one or more Tower Managers may participate in a meeting of the Tower Board by means of a conference telephone, email, or similar communications equipment allowing all persons participating in the meeting to hear or otherwise communicate with each other at the same time. Participation by such means shall constitute presence in person at a meeting. If all the members of the Tower Board of Managers are present at any meeting of the Tower Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. Quorum. At all meetings of the Tower Board of Managers, the presence of a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the Tower Managers present at a meeting at which a quorum is present shall constitute the decision of the Tower Board. If at any meeting of the Tower Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. Any action required or permitted to be taken by the Tower Board may be taken without a meeting if all members of the Tower 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 Tower Board.

Section 11. Fidelity Bonds. If they deem it advisable, the Tower Board of Managers shall obtain fidelity bonds in sufficient amounts for all officers and employees of the Tower Section and of any Managing Agent handling or responsible for Tower Section funds. The premiums on such bonds shall constitute a Tower Common Expense.

Section 12. Compensation. No member of the Tower Board of Managers shall receive any compensation from the Tower Section for acting as such.

Section 13. Liability of the Tower Board of Managers. The members of the Tower Board of Managers shall not be liable to the Tower Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Tower Unit Owners shall indemnify and hold harmless each member of the Tower Board of Managers against all liability arising from their acts as, or by reason of the fact that such person was, a member of the Tower Board of Managers. It is intended that the members of the Tower Board of Managers shall have no personal liability with respect to any contract made by them on behalf of the Tower Section within the scope of their authority. It is also intended that the liability of any Tower Unit Owner arising out of any contract made by the Tower Board of Managers or out of the aforesaid indemnity in favor of the members of the Tower Board shall be limited to such proportion of the total liability thereunder as its Tower Common Interest bears to the aggregate Tower Common Interest. Every agreement made by the Tower Board of Managers or by the Managing Agent on behalf of the Tower

Section shall be made with the understanding that the members of the Tower Board of Managers, or the Managing Agent, as the case may be, are acting only as agents for the Tower Unit Owners and shall have no personal liability thereunder (except as Tower Unit Owners) and that any liability of a Tower Unit Owner thereunder shall be limited to such proportion of the total liability thereunder as its Tower Common Interest bears to the aggregate Tower Common Interest.

Section 14. Committees. The Tower Board of Managers may by resolution create such committees as it shall deem appropriate and such committees shall have such powers and authority as the Tower Board of Managers shall vest therein. The President of the Tower Section shall appoint the members of such committees, provided, however, that the Tower Sponsor or its designee shall have the right to designate a member of any committee so created, for as long as the Tower Sponsor or its designee shall have the right to designate a Tower Manager.

ARTICLE III

TOWER UNIT OWNERS

Section 1. Annual Meetings. Not later than 30 days after the closing of title to Units having an aggregate Tower Common Interest of FIFTY PERCENT (50%), but in no event later than the fifth anniversary of the first Tower Unit closing, the Tower Sponsor shall call a special meeting of the Unit Tower Owners for the purpose of electing the Tower Board of Managers. At such meeting, the members of the existing Tower Board of Managers shall resign, and a new Tower Board shall be elected by the Tower Unit Owners and the Tower Sponsor as set forth in Article II, Section 1. Thereafter, annual meetings shall be held in or about June of each succeeding year, at which meetings there shall be elected the Tower Board of Managers further pursuant to Article II, Section 1. At such meetings, the Tower Unit Owners may also transact such business as shall properly come before them.

Section 2. Place of Meetings. Meetings of Tower Unit Owners shall be held at the Condominium or at such other suitable place convenient to the Tower Unit Owners as may be designated by the Tower Board of Managers.

Section 3. Special Meetings. The President shall call a special meeting of the Tower Unit Owners if so directed by resolution of the Tower Board of Managers, or upon a petition signed and presented to the Secretary by Tower Unit Owners owning not less than THIRTY FIVE PERCENT (35%) of the aggregate Tower Common Interest. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting of the Tower Unit Owners, at least ten but not more than forty days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Tower Unit Owner of record, at the Building or at such other address as such Tower Unit Owner shall have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 5. Adjournment of Meetings. If any meeting of Tower Unit Owners cannot be held because a quorum is not present, or for any other valid reason, the Tower Unit Owners present at such meeting, either in person or by proxy, may adjourn the meeting to such other time and date as shall be suitable.

Section 6. Order of Business. The order of business at all meetings of the Tower Unit Owners shall be as follows:

(a) Roll call.
(b) Proof of notice of meeting.
(c) Reading of minutes of preceding meeting.
(d) Reports of officers.
(e) Report of Tower Board of Managers and Managing Agent.
(f) Reports of committees.
(g) Appointment of inspectors of election.
(h) Election of members of the Tower Board of Managers (when so required).
(i) Unfinished business.
(j) New business.

Section 7. Title to Tower Units. Title to Tower Units may be taken in the name of an individual or in the names of two or more persons, as tenants in common or as joint tenants or as

tenants by the entirety, or in the name of a corporation, partnership, limited liability company, or other business entity, or in the name of a fiduciary or a non-profit organization. The term "Tower Unit Owner" as used in these Tower By-Laws shall include any person, group of persons, association or entity taking title as set forth in this section. This provision shall not constitute consent to any activity not permitted under existing certificates of occupancy, zoning requirements or other applicable law or regulation.

Section 8. Voting. The aggregate votes of the Tower Section shall be 1,000,000. The Tower Unit Owner of each Tower Unit (including the Tower Sponsor or its designee, with regard to Tower Units owned by the Tower Sponsor or its designee), or some person designated by such Tower Unit Owner to act as proxy on its behalf and who need not be an owner, shall be entitled to cast the votes appurtenant to such Tower Unit at all meetings of Tower Unit Owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the Tower Unit Owner so designating. Any such Tower Unit Owner may also be present at any such meeting of the Tower Unit Owners. The Tower Unit Owner of each Tower Unit (including the Tower Sponsor or its designee, with regard to Tower Units owned by the Tower Sponsor or its designee) shall be entitled to cast one vote for each .0001% of Tower Common Interest attributable to the Tower Unit owned by it on all matters put to a vote at all meetings of Tower Unit Owners, including when voting for the election of members of the Tower Board of Managers. Nothing herein shall be construed so as to grant to any Tower Unit Owner the right to cumulate its votes in favor of any one or more members to be elected at any election of Tower Managers. If Tower Units are owned by more than one person as joint tenants, tenants by the entirety or as tenants in common, or by a partnership, corporation, limited liability company or other entity, the persons, or the persons comprising the entity, owning said Tower Unit shall agree among themselves and cast unified votes for such Tower Unit. A fiduciary shall be the voting member with respect to any Tower Unit in a fiduciary capacity. Any Tower Unit owned by the Tower Board of Managers or its designee shall not be entitled to vote.

Section 9. Majority of Tower Unit Owners. As used in this Article, the term "majority of Tower Unit Owners" (or words of similar import) shall mean those Tower Unit Owners having greater than FIFTY PERCENT (50%) of the total authorized votes of all Tower Unit Owners, present in person or by proxy and

voting at any meeting of the Tower Unit Owners, determined in accordance with the provisions of this Article.

Section 10. Quorum. Except as otherwise provided in these Tower By-Laws, the presence in person or by proxy of Tower Unit Owners owning not less than FORTY PERCENT (40%) in aggregate Tower Common Interest shall constitute a quorum at all meetings of the Tower Unit Owners.

Section 11. Majority Vote. The vote of a majority of Tower Unit Owners at a meeting at which a quorum shall be present shall be binding upon all Tower Unit Owners for all purposes except where, in the Declaration or these Tower 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 Tower Unit Owners may be taken without a meeting if the number of Tower Unit Owners required by the Declaration, these Tower 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 Tower Section.

ARTICLE IV

OFFICERS

Section 1. Designation. The principal officers of the Tower Section shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Tower Board of Managers. The Tower Board of Managers may also appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be advisable. The President and Vice President, but no other officers, need be members of the Tower Board of Managers.

Section 2. Election of Officers. The officers of the Tower Section shall be elected annually by the Tower Board of Managers at the organization meeting of each new Tower Board of Managers, and shall hold office at the pleasure of the Tower Board of Managers or until their successors are elected.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Tower Board of Managers, any officer may be removed, either with or without

cause, and his/her successor may be elected at any regular meeting, or special meeting called for that purpose, of the Tower Board of Managers.

Section 4. President. The President shall be the chief executive officer of the Tower Section, shall preside at all meetings of the Tower Unit Owners and the Tower Board of Managers, and shall have all 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.

Section 5. Vice President. The Vice President shall take the place of the President and perform such duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Tower Board of Managers shall appoint some other member of the Tower 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/her by the Tower Board of Managers or by the President.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Tower Unit Owners and the Tower Board of Managers, shall have charge of such books and papers as the Tower Board of Managers may direct; and shall, in general, perform all the duties incident to the office of the 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 Tower Section funds and securities, shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, for the preparation of all required financial data, for the deposit of all monies and other valuable effects in the name of the Tower Board of Managers, in such depositories as may from time to time be designated by the Tower Board of Managers, and shall, in general, perform all 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 Tower Section shall be executed by any

officer of the Tower Section, or by such other person, as may be designated by the Tower Board of Managers from time to time.

Section 9. Compensation of Officers. No officer shall receive any compensation from the Tower Section for acting as such.

Section 10. Liability of Officers. The officers of the Tower Section shall have the same rights and liabilities as the members of the Tower Board of Managers under Article II, Section 13 hereof.

ARTICLE V

OPERATION OF THE TOWER SECTION

Section 1. Determination of Tower Common Expenses and Fixing of Tower Common Charges. The Tower Board of Managers shall from time to time, and at least annually, prepare a budget for the Tower Section, determine the amount of the Tower Common Charges payable by the Tower Unit Owners to meet the Tower Common Expenses, and allocate and assess such Tower Common Charges and Tower Expenses among the Tower Unit Owners according to their respective Tower Common Interests. The Tower Common Expenses shall consist of all costs necessary to maintain the Tower Section, including but not limited to the Tower Section's share of the General Common Expenses, as established from time to time by the Board of Managers of the Condominium, as well as the Tower Section Expenses, including but not limited to the salaries and fringe benefits for any employees of the Tower Section, the cost of common sewer charges, supplies, and insurance premiums on all policies of insurance required to be or which have been obtained by the Tower Board of Managers pursuant to the provisions of Section 2 hereof. The Tower Common Expenses shall also include 41.135% of the "Surface Parking Maintenance Costs" (which term is defined in Exhibit H to the Declaration as all costs necessary and appropriate to maintain and repair the asphalt surfaces of the surface parking area of the Property, including but not limited to snow removal, asphalt repair, remilling and restriping). The Tower Common Expenses shall also include such amounts as the Tower Board of Managers may deem proper for the operation and maintenance of the Tower Section, including, without limitation, an amount for a Reserve Fund for replacements, and to make up any deficit in the Tower Common Expenses for any prior year. The Tower Common Expenses may also include such amounts as may be required for

the purchase or lease by the Tower Board of Managers, or its designee, on behalf of all Tower Unit Owners, of any Tower Unit whose Tower Unit Owner has elected to sell or lease such Tower Unit or of any Tower Unit which is to be sold at a foreclosure or other judicial sale, together with such amounts as may be necessary to maintain such Tower Units adequately. The Tower Board of Managers shall also, where necessary, impose assessments or additional Tower Common Charges in order to meet any unanticipated Tower Common Expense. The Tower Board of Managers shall advise the Tower Unit Owners promptly in writing of the amount of Tower Common Charges and Tower Common Expenses payable by each of them, respectively, as determined by the Tower Board of Managers, as aforesaid, and shall furnish copies of each budget on which such Tower Common Charges and Tower Expenses are based to the Tower Unit Owners.

The Tower Sponsor or its designee shall be responsible for the Tower Common Charges assessed against any Tower Unit owned by it, from the date of the closing of the conveyance of title to any Tower Unit, until the closing of the conveyance of title to such Tower Unit to any person or entity other than the Tower Sponsor or its designee.

Section 2. Insurance. PROVISIONS THAT GOVERN THE TYPES AND AMOUNTS OF INSURANCE COVERAGE TO BE PROCURED BY THE CONDOMINIUM BOARD FOR THE ENTIRE CONDOMINIUM, APPLICABLE TO THE ENTIRE PROPERTY (INCLUDING BUT NOT LIMITED TO THE TOWER SECTION) ARE SET FORTH IN SECTION 6.2 OF THE CONDOMINIUM BY-LAWS.

In addition to the foregoing, the Tower Board of Managers shall, if deemed advisable and to the extent obtainable, also ensure that the following insurance shall be in place at all times from and after the First Tower Unit Closing: public liability insurance in such limits as the Tower Board of Managers may from time to time determine, covering each member of the Tower Board of Managers, the Managing Agent, and each Tower Unit Owner. Such public liability coverage shall also cover cross liability claims of one insured against another.

Tower 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 Tower Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Tower Unit Owner. Such policies shall be so endorsed as to

state that they will in no way conflict with any insurance carried by the Tower Board of Managers.

Section 3. Repair or Reconstruction After Fire or Other Casualty. IF THE TOWER SECTION OR ANY PART THEREOF IS DAMAGED OR DESTROYED BY FIRE OR OTHER CASUALTY, ANY POTENTIAL REPAIR OR RESTORATION SHALL BE GOVERNED BY THE PROVISIONS OF SECTIONS 6.3 THROUGH 6.9 OF THE CONDOMINIUM BY-LAWS. THE TOWER SECTION SHALL NOT BE REBUILT UNLESS THE BASE UNIT IS REBUILT.

Section 4. Payment of Tower Common Charges. The Tower Unit Owners shall be obligated to pay the Tower Common Charges assessed by the Tower Board of Managers pursuant to the provisions of Section 1 of this Article at such time or times as the Tower Board of Managers shall determine.

No Tower Unit Owner shall be liable for the payment of any part of the Tower Common Charges assessed against its Tower Unit subsequent to a sale, transfer or other conveyance by it (made in accordance with the provisions of Article VII hereof) of such Tower Unit, together with the Appurtenant Interests, as defined in Article VII hereof. In addition, any Tower Unit Owner may, subject to the terms and conditions specified in these Tower By-Laws, provided that its Tower Unit is free and clear of liens and encumbrances other than permissible mortgages and the statutory lien for unpaid Tower Common Charges, convey its Tower Unit, together with the Appurtenant Interests, to the Tower Board of Managers, or its designee, on behalf of all other Tower Unit Owners, and in such event be exempt from Tower Common Charges thereafter assessed. A purchaser of a Tower Unit shall be liable for the payment of Tower Common Charges assessed and unpaid against such Tower Unit prior to the acquisition by it of such Tower Unit, except that a mortgagee or other purchaser of a Tower Unit at a foreclosure sale of such Tower Unit shall not be liable for, and such Tower Unit shall not be subject to a lien for the payment of, Tower Common Charges assessed prior to the initial date of the auction for such foreclosure sale.

Section 5. Collection of Tower Common Charges. The Tower Board of Managers shall assess Tower Common Charges against the Tower Unit Owners from time to time at least annually and shall take prompt action to collect any Tower Common Charge due from any Tower Unit Owner which remains unpaid for more than thirty (30) days from the due date for payment thereof.

Section 6. Default in Payment of Tower Common Charges. In the event of default by any Tower Unit Owner in paying to the Tower Board of Managers the Tower Common Charges as determined by the Tower Board of Managers, such Tower Unit Owner shall be obligated to pay interest at the maximum legal rate on such Tower Common Charges from the due date thereof, together with such late charges as the Tower Board of Managers may impose from time to time, together with all expenses, including attorneys' fees, incurred by the Tower Board of Managers in any proceeding brought to collect such unpaid Tower Common Charges. The Tower Board of Managers shall have the right and duty to attempt to recover such Tower Common Charges, together with interest and late charges thereon, and the expenses of the proceeding, including attorneys' fees, in an action to recover the same brought against such Tower Unit Owner, or by foreclosure of the lien on such Tower 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 Tower Unit Owner in default in payment of Tower Common Charges shall not be permitted to vote at any regular or special meeting of Tower Unit Owners, or be eligible, or have any person affiliated therewith be eligible, to serve on the Tower Board of Managers or as an officer of the Tower Section.

Section 7. Actions for Unpaid Tower Common Charges. In any action brought by the Tower Board of Managers to collect (or to foreclose a lien on a Tower Unit) because of unpaid Tower Common Charges, the Tower Unit Owner shall be required to pay a reasonable rental for the use of his Tower Unit, and the Tower Board of Managers shall be entitled to the appointment of a receiver to collect the same. The Tower Board of Managers, acting on behalf of all Tower Unit Owners, shall have the power to purchase such Tower Unit at the foreclosure sale and to acquire, hold, lease, mortgage (but not to vote the votes appurtenant thereto), convey or otherwise deal with the same. A suit to recover a money judgment for unpaid Tower Common Charges shall be maintainable without foreclosing or waiving the lien securing the same. In any such action brought by the Tower Board of Managers to recover a money judgment for unpaid Tower Common Charges, the Tower Unit Owner shall be required to pay a reasonable rental for the use of his Tower Unit, and the Tower Board of Managers shall be entitled to the appointment of a receiver to collect the same.

Section 8. Statement of Tower Common Charges. The Tower Board of Managers, or the Managing Agent, shall promptly provide a Tower Unit Owner so requesting the same in writing,

with a written statement of all unpaid Tower Common Charges due from such Tower Unit.

Section 9. Maintenance and Repairs.

(a) All maintenance of and repairs (ordinary or extraordinary) to any Tower Unit, and all maintenance of and non-structural repairs to any Tower Limited Common Element appurtenant thereto, and to the doors (except painting the exterior side of Tower Unit entrance doors), windows (except painting the exterior side of windows), electrical (except Tower Common Elements), plumbing (except Tower Common Elements) and heating fixtures (except Tower Common Elements) and air conditioning units within the Tower Unit or belonging to the Tower Unit Owner, shall be at the Tower Unit Owner's expense, excepting to the extent that the same shall be structural in nature, or shall arise from the negligence, misuse or neglect of the Tower Section, its agent, employee, contractor or invitee, in either of which case such expense shall be charged solely to the Tower Board of Managers.

(b) All maintenance, repairs and replacements to the Tower Common Elements, except with regard to non-structural components of any Tower Limited Common Element, and all painting and decorating of the exterior side of Tower Unit entrance doors and windows, shall be made by the Tower Board of Managers and shall be charged to all Tower Unit Owners as a Tower Common Expense, excepting to the extent that the same arise from the negligence, misuse or neglect of a Tower Unit Owner, its tenant, guest, licensee, employee, invitee or relative, in which case such expense shall be charged solely to such Tower Unit Owner.

Section 10. Restrictions on Use of Tower Units. In order to provide for congenial occupancy of the Tower Section and for the protection of the value of the Tower Units, the use of the Tower Section shall be restricted to and shall be in accordance with the following provisions:

(a) The Tower Units shall be used for residential purposes, and such other lawful purposes as may be permitted under applicable zoning laws, codes, ordinances and regulations, and the certificate of occupancy for the Building.

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

(c) No immoral, improper, offensive or unlawful use shall be made of a Tower Unit, the Tower Section, the Property or any part thereof, and all valid laws, zoning ordinances and applicable regulations shall be observed. Violations of laws, orders, rules or regulations relating to any portion of the Tower Section shall be eliminated, by and at the sole expense of the Tower Unit Owner, or the Tower Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Tower Section.

(d) No portion of a Tower Unit or Tower Common Element appurtenant thereto (in contrast to the entire Tower Unit including any Tower Limited Common Elements appurtenant thereto pursuant to Article VII hereof) may be leased, and no transient may be accommodated therein.

Section 11. Additions, Alterations or Improvements by Tower Board of Managers. Whenever in the judgment of the Tower Board of Managers the Tower Common Elements shall require additions, alterations or improvements (but not ordinary maintenance) costing in excess of $100,000 in any calendar year, and the making of such additions, alterations or improvements shall have been approved by a majority of the Tower Unit Owners, the Tower Board of Managers shall proceed with such additions, alterations or improvements and shall assess the Tower Unit Owners for the cost thereof as a Tower Common Charge. Any additions, alterations or improvements to the Tower Common Elements costing $100,000 or less in any calendar year may be made by the Tower Board of Managers without the approval of the Tower Unit Owners and the cost thereof shall constitute part of the Tower Common Expenses.

Section 12. Additions, Alterations or Improvements by Tower Unit Owners. No Tower Unit Owner shall make any structural addition, alteration or improvement in or to a Tower Unit without the prior written consent thereto of the Tower Board of Managers, which consent will not be unreasonably withheld. No Tower Unit Owner shall make any addition, alteration or improvement in or to any Tower Limited Common Element without the prior written consent thereto of the Tower Board of Managers.

In the event the Tower Board of Managers shall grant its consent to any structural addition, alteration or improvement to be made by a Tower Unit Owner, the consent shall provide that any such work shall be at such Tower Unit Owner's

sole cost and expense, that work shall be done in accordance with all governmental or administrative laws, rules, regulations, codes and ordinances, that all work shall be done by reputable contractors with adequate liability, property damage, and workers' compensation insurances (certificates for which shall be delivered to the Tower Board of Managers prior to the commencement of construction), that any additions, alterations or improvements shall be maintained in their entirety by said Tower Unit Owner who shall also be responsible for any repairs, including structural repairs, to such area in any event, and to the Tower Unit and any Tower Common Elements where such repairs become necessary due to additional stresses caused by the structural alteration, addition or improvement, or due to improper design or construction of the structural alteration, addition or improvement, and such approval shall further provide that the Tower Unit Owner shall reimburse the Tower Board of Managers for any out-of-pocket expenses incurred by the Tower Board of Managers in connection with the granting of such approval and in connection with any services provided to such alteration, addition 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 Tower Unit Owner for approval of such work.

TOWER UNIT OWNERS WILL NOT BE ABLE TO APPLY FOR PERMITS FOR ALTERATIONS WITHIN A TOWER UNIT, OR TO PERFORM ANY ALTERATIONS WITHIN OR AFFECTING A TOWER UNIT, PRIOR TO THE ISSUANCE OF A PERMANENT CERTIFICATE OF OCCUPANCY FOR THE BUILDING.

The provisions of this Section, which require the consent of the Tower Board of Managers in connection with a structural addition, alteration or improvement, shall not apply to any Tower Unit owned by the Tower Sponsor or its designee, or to any Tower Unit owned by a mortgagee, or to any Tower Unit owned by the Tower Board of Managers.

Section 13. Use of Tower Common Elements and Facilities. A Tower Unit Owner shall not place or cause to be placed in the lobby, public halls, stairways or other Tower Common Elements, 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 normal transit through them.

Section 14. Right of Access. A Tower Unit Owner shall grant a right of access to its Tower Unit, to the Tower Board of

Managers, the Condominium's Board of Managers, the Managing Agent and any other person authorized by either Board of Managers or the Managing Agent, for the purpose of making inspections or for the purpose of correcting any condition originating in the Tower Unit and threatening another Tower Unit, the Base Unit, or any Common Element, or for the purpose of curing any violation of the provisions of these Tower By-Laws, the Tower Rules and Regulations promulgated hereunder, or the Declaration, or for the purpose of performing installations, alterations or repairs to the mechanical or other Common Elements in the Tower Unit or elsewhere in the Building, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Tower Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Tower Unit Owner is present at the time or not. In the event of the exercise of the right of access provided in this Section, any costs for repairs shall be borne in accordance with the provisions of Section 9 of this Article.

Section 15. Rules of Conduct. Tower Rules and Regulations concerning the use of the Tower Units and the Tower Common Elements may be promulgated and amended by the Tower Board of Managers. Copies of such Tower Rules and Regulations shall be furnished by the Tower Board of Managers to each Tower Unit Owner prior to the time when the same shall become effective. Initial Tower Rules and Regulations, which shall be effective until amended by the Tower Board of Managers, are annexed hereto as Schedule A and made a part hereof.

Section 16. Water Charges and Sewer Rents. Water shall be supplied to all Tower Units and the Tower Common Elements through one or more building meters, and the Tower Board of Managers shall pay, as a Tower Common Expense, all charges for water consumed in the Tower Section and in the Tower Units, together with all sewer rents for the Tower Section, promptly after the bills for the same shall have been rendered. Notwithstanding anything herein to the contrary, the Tower Board of Managers shall have the right to install separate water meters for each of the Tower Units to measure water consumption therein. In the event that water meters are, or shall be, installed for the Tower Units, the Tower Unit Owner(s) thereof shall be obligated to pay all charges for consumption, and any taxes related thereto, directly to the New York City government agency with jurisdiction thereover. In the event of a proposed sale of a Tower Unit by the Tower Unit Owner thereof, the Tower Board of Managers on request of the selling Tower Unit Owner

shall execute and deliver to the purchaser of such Tower Unit or to the purchaser's title insurance company, a letter agreeing to pay all charges for water and sewer rents affecting the Tower Section as of the date of closing of title to such Tower Unit promptly after such charges shall have been billed.

Section 17. Electricity. Electricity shall be supplied by the public utility company serving the area directly to each Tower Unit through a separate meter, or, at the option of the Tower Board of Managers, through a master meter and a submeter for each Tower Unit, and each Tower Unit Owner shall be required to pay the bills for electricity consumed in his Tower Unit. The electricity serving the Tower Common Elements shall be separately metered, and the Tower Board of Managers shall pay all bills for electricity consumed in the Tower Common Elements, as a Tower Common Expense.

ARTICLE VI

MORTGAGES

Section 1. Notice to Tower Board of Managers. A Tower Unit Owner who mortgages his Tower Unit shall notify the Tower Board of Managers of the name and address of its mortgagee and shall file a conformed copy of the note and mortgage with the Tower Board of Managers; the Tower Board of Managers shall maintain such information in a book entitled "Mortgages of Units." The failure by a Tower Unit Owner to so notify, or to file with, the Tower Board of Managers shall not affect the validity or lien of any such mortgage.

Section 2. Notice of Unpaid Tower Common Charges. The Tower Board of Managers shall promptly notify any such mortgagee that has requested same in writing of such Tower Unit Owner's default, including non-payment of Tower Common Charges, in the obligations of such Tower Unit Owner under the Declaration, Tower By-Laws, Tower Rules and Regulations, or in any order of the Tower Board of Managers issued with respect thereto.

Section 3. Notice of Default. The Tower Board of Managers, when giving notice to a Tower Unit Owner of a default in paying Tower Common Charges or other default, shall send a copy of such notice to each first mortgagee of record of such Tower Unit that shall have requested same in writing. In the event that such notice of default sets forth a date by which any such noticed default shall be required to be cured, such first

mortgagee shall have the right to cure such default within such period, but in no event less than thirty (30) days from the date of such notice.

Section 4. Examination of Books. Each Tower Unit Owner and each mortgagee of a Tower Unit shall be permitted to examine the books of account of the Condominium and the Tower Section at reasonable times.

ARTICLE VII

SALES, LEASES AND MORTGAGES OF TOWER UNITS

Section 1. Sales and Leases. **FOR SO LONG AS TOWER SPONSOR SHALL STILL OWN ANY UNSOLD TOWER UNITS, NO TOWER UNIT OWNER MAY SELL HIS TOWER UNIT, OR OFFER HIS TOWER UNIT FOR SALE, UNTIL THE FIRST ANNIVERSARY OF THE DATE OF HIS TOWER UNIT CLOSING.** Subject to the foregoing, a Tower Unit Owner who receives a bona fide offer for the sale of its Tower Unit together with: (i) the undivided interest of the Tower Common Elements appurtenant thereto; (ii) the interest of such Tower Unit Owner in any Tower Units theretofore acquired by the Tower Board of Managers, or its designee, on behalf of all Tower Unit Owners, or the proceeds of the sale or lease thereof, if any; (iii) the interest of such Tower Unit Owner in any other assets of the Tower Section, as defined in the Declaration, (hereinafter collectively called the "Appurtenant Interests"), or a bona fide offer for a lease of its Tower Unit (such offer of sale or lease hereinafter called an "Outside Offer"), which it intends to accept, shall give written notice, sent by certified mail, return receipt requested, to the Tower Board of Managers of such offer and of such intention, the name and address of the proposed purchaser or lessee, the terms of the proposed transaction, and such other information as the Tower Board of Managers may reasonably require, and shall offer to sell such Tower Unit, together with the Appurtenant Interests, or to lease such Tower Unit, as the case may be, to the Tower Board of Managers or its designee, on behalf of all of the Tower Unit Owners, on the same terms and conditions as contained in such Outside Offer. The giving of such notice shall constitute a warranty and representation by the Tower Unit Owner who has received such offer, to the Tower Board of Managers on behalf of all other Tower Unit Owners, that such offering Tower Unit Owner believes the Outside Offer to be bona fide in all respects. Within twenty (20) days after receipt of such notice from the offering Tower Unit Owner, together with all such financial and

other and further information and documents as the Tower Board of Managers may reasonably require, the Tower Board of Managers, on behalf of all other Tower Unit Owners, may elect, by written notice sent to such offering Tower Unit Owner by certified mail, return receipt requested within five (5) days after the expiration of such twenty (20) day period, to purchase such Tower Unit, together with the Appurtenant Interests, or to lease such Tower Unit, as the case may be, (or to cause the same to be purchased or leased, as the case may be, by its designee) on the same terms and conditions as contained in the Outside Offer and as stated in the notice from the offering Tower Unit Owner.

In the event that the Tower Board of Managers shall elect to purchase such Tower Unit, together with the Appurtenant Interests, or to lease such Tower Unit, either in the name of the Tower Board of Managers on behalf of all other Tower Unit Owners, or in the name of a designee, title shall close or a lease shall be executed in accordance with the terms of such offer but in no event less than forty-five (45) days after the giving of notice by the Tower Board of Managers of its election to accept such offer. At the closing, the offering Tower Unit Owner, if such Tower Unit together with the Appurtenant Interests is to be sold, shall convey the same to the Tower Board of Managers on behalf of all other Tower Unit Owners, or its designee, by deed in the form required by Section 339-o of the Real Property Law of the State of New York, with all documentary stamps affixed, and shall pay all other transfer taxes arising out of such sale. In the event such Tower Unit is to be leased, the offering Tower Unit Owner shall execute and deliver to the Tower Board of Managers on behalf of all other Tower Unit Owners, or to its designee, a lease between the offering Tower Unit Owner, as landlord, and the Tower Board of Managers or its designee, as tenant, covering such Tower Unit, for the rental and term contained in such Outside Offer.

In the event that the Tower Board of Managers shall decline, or shall fail to notify the offering Tower Unit Owner of its decision to accept, such offer within the time periods set forth above, the offering Tower Unit Owner shall be free to contract to sell such Tower Unit, together with the Appurtenant Interests, or to lease such Tower Unit, as the case may be, within a further thirty (30) days after the expiration of the periods set forth above to the Outside Offeror, on the terms and conditions set forth in the notice from the offering Tower Unit Owner to the Tower Board of Managers of such Outside Offer. Any such deed to any Outside Offeror shall provide that acceptance thereof by the grantee shall constitute an assumption of the

provisions of the Declaration, the Tower By-Laws, the Condominium By-Laws, and the Tower Rules and Regulations, each as may be amended from time to time. Any such lease shall be consistent with these Tower By-Laws and shall provide that it may not be modified, amended, extended or assigned, without the prior written consent of the Tower Board of Managers, and that the tenant shall not sublet the demised premises, or any part thereof, without the prior written consent of the Tower Board of Managers, and that the Tower Board of Managers shall have the power to terminate such lease and to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of such lease. Except as hereinbefore set forth, the form of any such lease shall be the then current form of Condominium Unit lease promulgated by the Real Estate Board of New York, Inc., with such modifications as shall be approved in writing by the Tower Board of Managers. In the event that the offering Tower Unit Owner shall not, within such additional thirty (30) day period, contract to sell such Tower Unit, together with the Appurtenant Interests, or to lease such Tower Unit, as the case may be, to the Outside Offeror on the terms and conditions contained in the Outside Offer, or if the Tower Unit Owner shall so contract to sell or lease its Tower Unit within such thirty (30) day period, but such sale or lease shall not be consummated pursuant to the terms of such contract, then should such offering Tower Unit Owner thereafter elect to sell such Tower Unit, together with the Appurtenant Interests, or to lease such Tower Unit, as the case may be, to the same or another Outside Offeror on the same or other terms and conditions, the offering Tower Unit Owner shall be required again to comply with the terms and provisions of this Section.

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

Section 2. No Severance of Ownership. No Tower Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to its Tower 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 Tower Unit may be

sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Tower 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 Tower Units.

Section 3. Release of Right of First Refusal. The right of first refusal contained in Section 1 of this Article may be released or waived by the Tower Board of Managers on behalf of all Tower Unit Owners in which event the Tower Unit, together with the Appurtenant Interests, may be sold, conveyed, or leased, free and clear of the provisions of such Section.

Section 4. Certificate of Termination of Right of First Refusal. A certificate, executed and acknowledged by or on behalf of the Tower Board of Managers, stating that the provisions of Section 1 of this Article have been met by the offering Tower Unit Owner, or have been duly waived by the Tower Board of Managers on behalf of all other Tower Unit Owners, and that the rights of the Tower Board of Managers thereunder have terminated, shall be conclusive in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to a Tower Unit Owner who has complied with the provisions of Section 1 of this Article or in respect to whom the provisions of such Section have been waived.

Section 5. Waiver of Right of Partition. In the event that a Tower Unit shall be acquired by the Tower Board of Managers on behalf of all other Tower Unit Owners, or its designee, the Tower Board of Managers or such designee shall be deemed to have waived all rights of partition with respect to such Tower Unit.

Section 6. Payment of Assessments. No Tower Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease its Tower Unit unless and until it shall have paid in full all unpaid Tower Common Charges, Special Assessments, and other amounts theretofore assessed against such Tower Unit and until it shall have satisfied all unpaid liens against such Tower Unit, except permitted mortgages.

Section 7. Exceptions. The provisions of Section 1 of this Article shall not apply with respect to: (i) any Tower Unit owned by the Tower Sponsor or its designee, (ii) any sale, conveyance or lease of a Tower Unit without consideration to the

spouse, domestic partner, children or parents of an individual Tower Unit Owner, or without consideration to an Affiliate of any non-individual Tower Unit Owner, or (iii) the acquisition or sale of any Tower Unit, together with the Appurtenant Interests, by a first mortgagee of record (or its designee) which shall acquire title to such Tower Unit by foreclosure or by deed in lieu of foreclosure. However, the provisions of this Section shall apply with respect to any purchaser of such Tower Unit from such mortgagee.

Section 8. Gifts and Devises. Any Tower Unit Owner shall be free to convey or transfer his Tower Unit by gift (i.e., without consideration), or to devise his Tower Unit by will, or to pass the same by intestacy, without restriction.

ARTICLE VIII

CONDEMNATION

Section 1. Condemnation. In the event of a taking in condemnation or by eminent domain of part or all of the Tower Common Elements, the award made for such taking shall be payable to the Tower Board of Managers. The Tower Board of Managers shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds pursuant to Section 3 of Article V hereof.

ARTICLE IX

RECORDS

Section 1. Records and Audits. The Tower Board of Managers, or the Managing Agent, shall keep detailed records of the actions of the Tower Board of Managers and the Managing Agent, minutes of the meetings of the Tower Board of Managers, minutes of the meetings of the Tower Unit Owners, and financial records and books of account of the Tower Section and the Condominium, including a chronological listing of receipts and expenditures, as well as a separate account for each Tower Unit which, among other things, shall contain the amount of each assessment of Tower Common Charges against such Tower Unit, the date when due, the amounts paid thereon, and the balance

remaining unpaid. In addition, an annual report of the receipts and expenditures of the Condominium, including the Tower Section, certified by an independent public accountant, shall be rendered by the Condominium's Board of Managers to all Tower Unit Owners.

ARTICLE X

NOTICES

Section 1. Definition. Any notice required to be given hereunder or under the provisions of the Declaration shall be in writing, personally delivered to the recipient thereof, or sent certified mail, return receipt requested, to the recipient at the Building or at such other address as shall have been theretofore furnished by the recipient; a copy of any notice of default shall also be sent by certified mail to a first mortgagee of record for such Unit, which shall have the right to cause such default to be cured within the applicable time period, but in no event less than thirty (30) days from the date of such notice. Unless otherwise stated, notice shall be deemed to be effective upon receipt, if personally delivered, or on the fourth business day following mailing, if mailed.

Section 2. Waiver of Notice. Whenever any notice is required to be given hereunder or under the provisions of the Declaration, a written waiver thereof, signed by the person(s) entitled to receive such notice, whether before or after the time stated therein, shall be deemed a waiver thereof.

ARTICLE XI

MISCELLANEOUS

Section 1. Invalidity. The invalidity of any provision of these Tower By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Tower By-Laws.

Section 2. Captions. The captions herein are inserted only as a matter of convenience for reference, and in no way define, limit or describe the scope of these Tower By-Laws, or the intent of any provision thereof.

Section 3. Gender. The use of the masculine gender in these Tower By-Laws shall be deemed to include the feminine gender and the neuter, and the use of the singular shall be deemed to include the plural, and vice-versa, whenever the context shall so require.

Section 4. Waiver. No restriction, condition, obligation, or provision contained in these Tower 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 shall be such bank, trust company, or savings and loan association in the State of New York, as may be designated by the Tower Board of Managers. The Tower Board of Managers shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a Tower Common Expense.

Section 6. Definition of "Mortgagee". As used in these Tower By-Laws, the term "mortgagee" or "holder of first mortgage" shall mean a first mortgagee of record against a Tower Unit.

Section 7. Definition of "Mortgage Representative". The Mortgage Representative, if any, shall be a first mortgagee of record with regard to a Tower Unit that may be elected or designated by all first mortgagees of record against with regard to the Tower Units. Whenever the approval of all first mortgagees of record is required under these Tower By-laws or the Declaration, the decision of the Mortgage Representative shall be binding upon all first mortgagees of record.

Section 8. Non-Default. Neither the Tower Section nor the Tower Board of Managers shall take any action, or fail to take any action, which taking or failure, as the case may be, shall constitute an event of default under a first mortgage of record against any Tower Unit.

ARTICLE XII

AMENDMENTS TO THE TOWER BY-LAWS

Section 1. Amendment to Tower By-Laws. Amendments to these Tower By-Laws shall be effective only if approved by the

vote of not less than SEVENTY FIVE PERCENT (75%) in number and in aggregate Tower Common Interest of all Tower Unit Owners, cast in person or by valid proxy at a meeting duly held in accordance with the provisions hereof or, in lieu of such meeting, any amendment may be approved in a writing signed by not less than SEVENTY FIVE PERCENT (75%) in number and in aggregate Tower Common Interest of all Tower Unit Owners.

For so long as the Tower Sponsor or its designee shall own a Tower Unit, these Tower By-Laws may not be amended in a manner which would adversely affect the interests of the Tower Sponsor or its designee without the written consent of the Tower Sponsor or its designee.

ARTICLE XIII

CONFLICTS

Section 1. Conflicts. These Tower By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Law of the State of New York. In case any of these Tower By-Laws conflict with the provisions of said statute or with the Declaration, the provisions of said statute or of the Declaration, as the case may be, shall control. However, any conflict between any provision of these Tower By-Laws and any provision of the Condominium By-Laws shall be resolved in favor of these Tower By-Laws.

SCHEDULE A

RULES AND REGULATIONS OF

1 BROOKLYN BAY CONDOMINIUMS
(THE TOWER UNITS IN THE SHEEPSHEAD BAY ROAD CONDOMINIUM)

1) No "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising shall be maintained or permitted on any part of the Tower Section or in any Tower Unit therein, nor shall any Tower Unit be used or rented for transient, hotel or motel purposes. This Rule shall not apply to any Tower Unit owned by the Tower Sponsor or its designee.

2) No exterior windows or doors of any Tower Unit or any portions of the Tower Common Elements shall be painted or decorated by any Tower Unit Owner or in any manner without prior written consent of the Tower Board of Managers. This Rule shall not apply to any Tower Unit owned by the Tower Sponsor or its designee.

3) No furniture, equipment, or other personal articles shall be placed in entrances, stairways, or other Tower Common Elements.

4) No Tower Unit Owner shall make or permit any noise or objectionable odor that will unreasonably disturb or annoy the other occupants of the Building or do or permit anything to be done therein which will unreasonably interfere with the rights, comfort, or convenience of other Tower Unit Owners.

5) Each Tower Unit Owner shall keep its Tower Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substances.

6) No exterior shades, awnings, window guards, ventilators, fans or air-conditioning devices shall be used on or about the Tower Section or Tower Common Elements without the prior consent of the Tower Board of Managers. This Rule shall not apply to any Tower Unit owned by the Tower Sponsor or its designee.

7) No sign, item or other thing shall be projected out of any window of any Tower Unit without the prior consent of

the Tower Board of Managers. This Rule shall not apply to any Tower Unit owned by the Tower Sponsor or its designee.

8) All garbage and refuse shall be deposited with care in plastic bags or other suitable receptacles, in accordance with all applicable recycling laws and requirements, intended for such purpose only at such times and in such manner as the Tower Board of Managers may direct. Any fine, penalty or expense incurred by, or imposed on, the Tower Board of Managers arising from the non-compliance with any recycling law shall be paid by the Tower Unit Owner whose actions gave rise thereto.

9) Water closets and other water apparatus shall not be used for any purposes other than those for which they were constructed; nor shall any sweepings, rubbish, rags, paper, ashes, or any other article be thrown into the same. Any damages resulting from misuse of any water closet or other apparatus shall be paid for by the Tower Unit Owner causing such damage.

10) No Tower Unit Owner shall engage any employee of the Tower Section for any private business of the Tower Unit Owner without the prior written consent of the Tower Board of Managers.

11) No bird or animal shall be kept or harbored in any Tower Unit without the prior written consent of the Tower Board of Managers in each instance. This Rule shall not apply to any Tower Unit owned by the Tower Sponsor or its designee. Any consent granted therefor may be revoked by the Tower Board of Managers if such bird or animal shall constitute a nuisance, or shall unreasonably disturb other residents of the Building.

12) No radio or television aerial, satellite dish, or other signal-receptive device shall be attached to or hung from the exterior of the Building without the written consent of the Tower Board of Managers, except that the foregoing restriction shall not apply to any Tower Unit owned by the Tower Sponsor or its designee. The Tower Board of Managers, upon the request of any Tower Unit Owner, shall allow the installation of any hook-up necessary to provide cable television service to the Tower Units.

13) The agents of the Tower Board of Managers, or of the Condominium's Board of Managers, and any contractor or workman authorized by them, may enter any Tower Unit at any reasonable hour of the day for any purpose permitted under the

terms of the Declaration, Tower By-Laws, Condominium By-Laws, or these Rules and Regulations.

14) The Tower Board of Managers may retain a passkey to each Tower Unit. No Tower Unit Owner shall alter any lock on any door leading into a Tower Unit without the prior consent of the Tower Board of Managers. If such consent is given, the Tower Unit Owner shall provide the Tower Board of Managers with a key for their use.

15) No Tower Unit Owner, and no visitor, guest, patient, employee or any client of a Tower Unit Owner, shall be allowed in any common area on the roof on in the basement or any sub-basement of the Building, without the express permission of the Tower Board of Managers.

16) All damage to the Building or Tower Common Elements caused by the moving or carrying of any article therein shall be paid for by the Tower Unit Owner responsible for the presence of such article.

17) No Tower Unit Owner shall interfere in any manner with any portion of the heating or lighting apparatus which are part of the Tower Common Elements and not part of the Tower Unit Owner's Tower Unit.

18) No Tower Unit Owner or other person shall use or permit to be brought into the Building any flammable oils or fluids such as gasoline, kerosene, naphtha, benzene, or other explosives or articles deemed hazardous to life, limb, or property (except for de minimis amounts of oils and fluids as may be used for the purposes of such Tower Unit Owners' vehicles) without in each case obtaining the written consent of the Tower Board of Managers.

19) Any damage to the Building or Common Elements caused by a Tower Unit Owner, its guests, visitors, clients, patients or employees, shall be repaired at the expense of such Tower Unit Owner.

20) No Tower Unit shall be used or occupied in such a manner as to obstruct or interfere with the enjoyment of occupants or owners of adjoining Tower Units; nor shall any immoral or illegal activity be committed or permitted to occur in or about any Tower Unit or upon any part of the Tower Common Elements.

21) No part of the Tower Common Elements shall be obstructed so as to interfere with its use for the purposes hereinabove recited; nor shall any part of the Tower Common Elements not designated as such be used for storage purposes by a Tower Unit Owner; nor shall anything be done thereon in any manner which shall increase the rate of hazard and liability insurance covering said area and improvements situated thereon.

22) These Tower Rules and Regulations may be amended or revoked at any time by the Tower Board of Managers, pursuant to the Tower By-Laws.

INTERIM LEASE AGREEMENT

Agreement made this day of , between MD Sheepshead Bay LLC, with offices at 118-35 Queens Boulevard, Forest Hills, New York 11375 (the "Seller") and , currently residing at (the "Purchaser" or "Occupant").

W I T N E S S E T H:

WHEREAS, Seller and Purchaser have entered into a certain Contract of Sale (the "Contract"), dated , relating to the sale by Seller to Purchaser of condominium Unit # (the "Apartment") in the building known as 1524 Sheepshead Bay Road (a/k/a 1501 Voorhies Avenue), Brooklyn, New York (the "Premises"); and

WHEREAS, Seller and Purchaser agree that Occupant will be allowed to obtain possession of the Apartment during the period commencing on but not before and expiring on the date that the Purchaser takes title to the Apartment, but in no event later than thirty days from the termination of the Contract as may be defined in the Contract (the "Occupancy Period").

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Seller, Purchaser and Occupant hereby agree as follows:

1. Seller hereby grants a license to Occupant to obtain early possession of the Apartment and to keep such of Occupant's personal property (the "Personal Property") as has been agreed upon in the Apartment during the term of this license. The within license shall terminate on the closing of title to the premises pursuant to the Contract or upon Purchaser's uncured default under or other termination of the Contract.

2. Occupancy of the Apartment shall be at Purchaser's sole risk. Purchaser hereby indemnifies Seller against any and all claims, present and future, asserted against Seller, arising out of or in connection with the terms of this License Agreement, including, without limitation, any claims arising out of or in connection with any damage, theft or loss that may occur to the Premises or the Apartment.

3. During the Occupancy Period, Purchaser shall pay to Seller the sum of $ per month, in consideration of the Seller allowing the Occupant to obtain possession of the Apartment, which amount shall be in addition to the entire purchase price under the Contract, and not in lieu of any portion of the purchase price. During the Occupancy Period, Purchaser shall also pay or cause to be paid all charges for heat, gas, electricity, light, cable television, telephone or any communication or utility service used in or rendered or supplied to the Apartment and shall indemnify Seller and save her harmless against any liability or damages on such account. The Seller shall be responsible for common charges and real estate taxes, both to the extent then applicable.

4. Purchaser shall indemnify and hold Seller harmless from any and all claims, liabilities, damages, judgments, losses and other costs and expenses of every kind and nature (including, without limitation, reasonable attorneys' fees) that may arise out of or in connection with any damage or injury to any person or property relating to (i) Occupant's use and occupancy of the Apartment during the terms of this License Agreement; (ii) the removal of the Personal Property from the Apartment, whether caused by Seller pursuant to the provisions of Paragraph 6 hereof, or by Purchaser; or (iii) the storage of the Personal Property, if caused by Seller, pursuant to the provisions of Paragraph 6 hereof.

5. Unless the Occupancy is terminated by reason of the closing of title, Purchaser shall, at its sole cost and expense, remove all furniture and furnishings from the Apartment (except as may otherwise be set forth in the Contract) on or before the last day of the Occupancy Period, leave the Apartment in a broom-clean condition and vacant, deliver the Apartment to Seller in the same condition as exists on the date hereof and repair any damage caused to the Apartment as a result of such occupancy or in vacating therefrom.

6. Unless the Occupancy is terminated by reason of the closing of title, if Occupant shall fail to vacate the Apartment and to remove the Personal Property from the Apartment prior to or within thirty days of the expiration of the Occupancy Period:

(i) Purchaser and Occupant agree and consent to the entry of a judgment of eviction and the forthwith issuance of a warrant of dispossession, in accordance with, and subject to, applicable law;

(ii) Seller shall have the right to call any licensed reputable moving and storage company (the "Moving Company") to move the Personal Property out of the Apartment and to place the Personal Property in storage in New York City at Purchaser's sole cost and expense; and

(iii) Purchaser shall pay to Seller the additional sum of $250 per diem as liquidated damages for each day after the expiration of the Occupancy Period that Purchaser remains in possession.

7. Seller represents and warrants that, as of the Closing Date, no person or entity other than Purchaser shall have any right of tenancy in or right to occupy or use all or part of this Apartment, and Purchaser hereby agrees that he/she will not grant any such right during the Occupancy Period. The representation contained herein shall survive the closing.

8. As security for Purchaser's compliance with the terms of this Agreement, Purchaser has deposited the amount of $[ ] (not more than two months' rent) with Seller as a security deposit, to be held in a non-interest bearing account, to be used in the event that Purchaser shall breach the lease terms hereof.

9. At closing of title, or if Occupant vacates the Apartment and removes the Personal Property from the Apartment prior to or at the expiration of the term of the

Occupancy Period and no damage for injury has been caused hereby, Purchaser shall be entitled to receive a refund of the security deposited pursuant to paragraph 8 hereof.

10. Simultaneously with the execution of this Agreement, Purchaser shall pay the use and occupancy from through ($) together with first month's use and occupancy ($), an administrative fee due to Seller or its designee and ($), and Seller's attorney's fee in the sum of $ payable to Belkin Burden Wenig & Goldman, LLP, for the preparation of this Agreement.

11. Any uncured default by the Purchaser under the Contract will constitute a default under this Agreement entitling Seller, at its option to terminate this Agreement as set forth above. An uncured default by the Purchaser under this Agreement will constitute a default under the Contract. However: (i) Seller must make a written demand for payment after default at least thirty (30) days before forfeiture of the deposit under the Contract may be declared , and (ii) before Seller may utilize a default under this Agreement to declare a default under the Contract, Seller must either obtain An an order of eviction or other judgment or order from a court or agency of competent jurisdiction against Purchaser, unless Purchaser has already vacated the Apartment.

12. This Agreement shall not be binding on Seller until it has executed this Agreement.

13. Seller's receipt of payments under this Agreement shall not limit in any way any moneys (for penalties for late closing, or otherwise) to which Seller may be entitled to under the Contract.

14. Purchaser has been given an opportunity to inspect the Apartment prior to occupancy under this License Agreement. Said inspection is in lieu of the right to an inspection granted under the Contract. Purchaser specifically waives Purchaser's right to a pre-closing inspection under said Paragraph and agrees to accept the premises in its condition at the time of Purchaser's occupancy.

15. Purchaser shall have the right to perform the following work between the date of occupancy and closing:

All of the foregoing work shall be at Purchaser's sole cost and expense, during the Occupancy Period. Purchaser shall, prior to the commencement of any work, supply Seller with insurance certificates from any contractor or sub-contractor performing said work, naming Seller, its related entities, the Condominium, and the managing agent as insureds. Said certificates shall be received by Seller prior to the commencement of any work. Purchaser further agrees that the work to be performed will be during the hours of 9:00 AM-4:00 PM,

on non-holidays, Monday through Friday. Purchaser shall be responsible to make sure that contractors properly prepare the Apartment so as to minimize the debris and/or and odor that may enter the common areas or other units. Purchaser shall be responsible for any damage to or the cleaning of common areas as a result of this work. Purchaser shall, prior to the commencement of work, deposit with Seller the sum of $ as security for damages which may arise to the common areas as a result of Purchaser's work.

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement as of the day and year first above written.

MD SHEEPSHEAD BAY LLC

By: _____

_____
Purchaser/Occupant

_____
Purchaser/Occupant

AGREED TO WITH RESPECT TO
ESCROW PROVISIONS ONLY:

BELKIN BURDEN WENIG & GOLDMAN, LLP

By: _____

PARKING SPACE LICENSE AGREEMENT

AGREEMENT made the day of , 201 , ("Agreement") by and between MD Sheepshead Bay LLC, having an office c/o Muss Development LLC, 118-35 Queens Boulevard, Forest Hills, New York 11375 (the "Tower Sponsor"), and The Tower Board of Managers (the "Tower Board") of 1 Brooklyn Bay Condominiums (The Tower Units in The Sheepshead Bay Road Condominium), as Agent for and on behalf of all Tower Unit Owners (the "Condominium"), having an address at 1524 Sheepshead Bay Road (a/k/a 1501 Voorhies Avenue), Brooklyn, New York 11235 (the Tower Sponsor and the Condominium are sometimes collectively referred to as the "Licensor", and _____, having an address at _____, (the "Licensee");

W I T N E S S E T H:

WHEREAS, the Condominium is governed by a certain Declaration of Condominium dated , , recorded in the Kings County Office of the Register of the City of New York on , , under CRFN# , as the same has been amended, and may hereafter be amended from time to time, (collectively the "Declaration"), the by-laws of the Condominium, as the same has been or may be amended from time to time (the "By-Laws") and Rules and Regulations promulgated by the Tower Board, as the same has been or may be amended from time to time (the "Rules") (the "Declaration," the "By-Laws" and the "Rules" are collectively referred to as the "Condominium Documents"); and

WHEREAS, outdoor portions of the Condominium's property contains forty three (43) parking spaces (the "Parking Spaces") that are part of the Common Elements of the Condominium; and

WHEREAS, the Licensee owns or simultaneously herewith is acquiring Tower Unit in the Condominium; and

WHEREAS, the Licensee desires the right to enjoy the exclusive use of Parking Space # (the "Parking Space") for so long as the Licensee shall own a Tower Unit in the Condominium;

NOW, THEREFORE, in consideration of the sum of $10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Licensor hereby grants to Licensee, its successors and assigns, a license for the exclusive use of the Parking Space (the "License"), and Licensee hereby accepts such License from Licensor for a term commencing on the date hereof.

2. The Parking Space may only be used for the parking of one passenger motor vehicle.

3. Except for Tower Sponsor, a Tower Unit Owner may not own a license to a Parking Space without also owning a Tower Unit.

4. Licensee shall not (a) park any vehicle outside the demarcation lines of the Parking Space; (b) store any property in the Parking Space other than a motor vehicle; or (c) allow any other person to use the Parking Space, other than a sublicensee of Licensee, and except as otherwise permitted pursuant to the terms hereof.

5. This License may be assigned by Licensee at any time provided that: (i) the assignee is a Tower Unit Owner at the Condominium, (ii) the assignee assumes the obligations hereunder in a form reasonably acceptable to the Condominium, (iii) notification of such assignment is delivered in writing to the Condominium in compliance with its requirements as the same may be modified from time to time, and (iv) no outstanding monies are owed to the Condominium by the Licensee and/or the assignee. This License shall automatically terminate at such time as the Licensee no longer owns a Tower Unit in the Condominium unless this License is assigned to and assumed by another Tower Unit Owner.

6. Licensee represents that it has made a thorough inspection of the Parking Space and agrees to take same in its "as is" condition as of the date of this Agreement. All repairs and replacements to the Parking Space shall be performed by the Condominium and the cost thereof shall be a Common Expense, unless such repair or replacement is necessitated by the negligence, misuse, or abuse of a Licensee, in which case the entire cost and expense of such repair or replacement shall be borne by such Licensee.

7. Neither Licensor nor Licensor's agents or employees shall be liable for any theft or damage to any motor vehicle parked in the Parking Space, or any property in any such motor vehicle.

8. The terms of this Agreement are subject to the terms of the Condominium Documents. Nothing contained herein shall be construed as limiting the rights and obligations of the parties under the Condominium Documents. Any conflict between the provisions of this Agreement and the Condominium Documents shall be resolved in favor of the Condominium Documents.

9. If Licensee defaults in its obligations hereunder or under the Condominium Documents, the Condominium may, in addition to the rights and remedies set forth in the Condominium Documents, (i) deny access to and use of the Parking Space until Licensee cures such default or (ii) terminate this Agreement upon written notice to Licensee.

10. The Condominium shall have the right to adopt from time to time such Rules governing the use of the Parking Space as the Condominium shall deem appropriate.

11. This Agreement shall constitute a license only and shall not be construed under any circumstances to be a sale of the Parking Space or conveyance of title thereto. In no event shall a landlord/tenant relationship exist between Licensor and Licensee with respect to this Agreement.

12. Licensee shall indemnify, defend and hold harmless Licensor and their respective officers, directors, members, managers, agents and employees, from, against and with regard to any and all liabilities, claims, penalties and judgments, together with any related costs and expenses, including reasonable legal fees, asserted against or sustained by any of them in connection with any act, omission, or negligence of Licensee or Licensee's family, servants, employees, agents, guests and invitees in connection with this License.

13. Licensee shall be obligated to reimburse Licensor for any legal fees and disbursements incurred by Licensor in defending the rights of Licensor under this Agreement or, in the event Licensee defaults under this Agreement beyond any applicable grace period, enforcing Licensee's obligations hereunder.

14. Neither this Agreement nor any provision hereof may be waived, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, amendment, discharge or termination is sought and then only to the extent set forth in such instrument.

15. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely express their agreement and that this Agreement supersedes any and all such understandings and agreements with respect to the subject matter hereof.

16. If any provision of this Agreement is invalid or unenforceable as against any party or under certain circumstances, the remainder of this Agreement and the applicability of such provision to other parties or circumstances shall not be affected thereby. Each provision of this Agreement, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by Law.

17. 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.

18. Any failure by Licensor to insist upon strict performance by Licensee of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, irrespective of the number of violations or breaches which may occur, and Licensor, notwithstanding any such failure, shall have the right thereafter to insist upon strict performance by Licensee of any and all of the provisions of this Agreement to be performed by Licensee.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

Agreed to and Acknowledged by:

LICENSOR:

The Tower Board of Managers of
1 Brooklyn Bay Condominiums
(The Tower Units in The
Sheepshead Bay Road Condominium)

By: _____

LICENSEE:

_____

TOWER SPONSOR:

MD Sheepshead Bay LLC

By: _____

CERTIFICATION BY SPONSOR AND PRINCIPALS

1 BROOKLYN BAY CONDOMINIUMS

(THE TOWER UNITS IN SHEEPSHEAD BAY ROAD CONDOMINIUM)

1524 SHEEPSHEAD BAY ROAD
(A/K/A 1501 VOORHIES AVENUE)
BROOKLYN, NEW YORK

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, 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:

(1) knew the truth;

(2) with reasonable effort could have known the truth;

(3) made no reasonable effort to ascertain the truth; or

(4) did not have knowledge concerning the representation or statement made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

SPONSOR: MD SHEEPSHEAD BAY LLC

BY: _____
JASON A. MUSS

BY: _____
JOSHUA L. MUSS
AS TRUSTEE OF
THE JOSHUA L. MUSS
THIRD AVENUE TRUST

PRINCIPALS OF SPONSOR:

_____
JASON A. MUSS

_____
JOSHUA L. MUSS

Sworn to before me this
3 day of ~~January~~ February, 2017

Lori M. Mishali
Notary Public

LORI M MISHALI
Notary Public, State of New York
No. 01MI4855556
Qualified in Nassau County
Commission Expires August 25, 2018

PERKINS EASTMAN ARCHITECTS DPC
115 FIFTH AVENUE
NEW YORK, NEW YORK 10003

CERTIFICATION OF SPONSOR'S ENGINEER OR ARCHITECT
PURSUANT TO 13 NYCRR SECTION 20.4

Real Estate Financing Bureau
New York State Department of Law
120 Broadway
New York, New York 10279

Re: 1 Brooklyn Bay Condominiums
The Tower Units in Sheepshead Bay Road Condominium
1524 Sheepshead Bay Road
a/k/a 1501 Voorhies Avenue, Brooklyn, N.Y.

The undersigned, an architect registered in New York State, hereby certifies as follows:

The sponsor of the offering plan to convert the captioned property to condominium ownership retained our firm to prepare a report describing the construction of the property (the "Report"). I/We visually inspected existing portions of the property on numerous occasions throughout 2015-2016, including but not limited to on February 13, 2017, and I/we prepared the building plans and specifications attendant to the Property dated May 21, 2015. I/we prepared the Report dated February 13, 2017, a copy of which is intended to be incorporated into the offering plan so that prospective purchasers may rely on the Report.

I am/we are a registered architect in the State of New York.

I/We understand that I am/we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the Report.

I/We have read the entire Report and investigated the facts set forth in the Report and the facts underlying it and conducted the visual inspection referred to above 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/We certify that the Report based on my/our visual inspection:

(1) sets forth in narrative form the description and/or 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/we examined;

(2) in my/our professional opinion affords potential

investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description and/or physical condition of the property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that I/we examined;

(3) does not omit any material fact;

(4) does not contain any untrue statement of a material fact;

(5) does not contain any fraud, deception, concealment, or suppression;

(6) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(7) does not contain any representation or statement which is false, where I/we:

(1) knew the truth;
(2) with reasonable effort could have known the truth;
(3) made no reasonable effort to ascertain the truth; or
(4) did not have knowledge concerning the representation or statement made.

I/We further certify that I am/we are not owned or controlled by and have no beneficial interest in the sponsor and that my/our compensation for preparing the 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.

PERKINS EASTMAN ARCHITECTS DPC

By: Carl W. Ordemann

Sworn to before me this
13th day of February, 2017

Mildred C. Ramos
Notary Public

MILDRED C. RAMOS
Notary Public, State of New York
No. 01RA4854309
Qualified in Westchester County
Commission Expires March 3, 2018



ASHMULEWITZ/11511.0900/2029891

PENMARK
PROPERTY ADVISORS, LLC

Nov 22 (101)

PART 20: CERTIFICATION BY EXPERT AS TO ADEQUACY OF CONDOMINIUM BUDGET

February 3, 2017

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

Re: Condominium Offering Plan for
1 Brooklyn Bay Condominiums
(The Tower Units in Sheepshead Bay Road Condominium)
1524 Sheepshead Bay Road (a/k/a 1501 Voorhies Avenue)
Brooklyn, New York ("Property")

The sponsor of the condominium offering plan for the captioned property retained our firm to review Schedule B and Schedule B-1 (collectively, "Schedules") containing projections of income and expenses for the first year of condominium operation. Penmark Property Advisors, LLC is licensed as a real estate broker in the State of New York. The undersigned Manager of the company has been engaged in the management of Residential real estate for over 40 years and has managed over 200 cooperative and condominium buildings during that period and is still active in management.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to the Schedules.

We have reviewed the Schedules and investigated the facts set forth in the Schedules and the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

We certify that the projections in the Schedules appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

We certify that the Schedules:

(i) set forth in detail the projected income and expenses for the first year of condominium operation;

PENMARK PROPERTY ADVISORS, LLC
828 HEMPSTEAD TURNPIKE FRANKLIN SQUARE, NY 11010
T: 646.485.6138 • C 212.702 8732 • PENMARKPROPERTYADVISORS.COM

(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 we:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the sponsor. We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the income or expenses for the first year of condominium operation. This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

PENMARK PROPERTY ADVISORS,LLC

By: _____
Name: Leslie Bogen Winkler
Title: Manager

Sworn to before me this
3rd day of February, 2017

_____
Notary Public

STUART B. SHAPIRO
Notary Public, State of New York
No. 02SH6002248
Qualified in Suffolk County
Commission Expires Feb. 02, 2018

STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

ERIC T. SCHNEIDERMAN
ATTORNEY GENERAL

DIVISION OF ECONOMIC JUSTICE
REAL ESTATE FINANCE BUREAU

January 8, 2016

Laura Sugarman, Esq.
Holland & Knight LLP
31 West 52nd Street
New York NY 10019

Re: Sheepshead Bay Road Condominium
Index No. NA15-0229

Dear Ms. Sugarman:

The Department of Law has reviewed your application for a no-action letter concerning a transaction involving the above premises, submitted on December 23, 2015. Your application proposes the creation of a de facto condominium consisting of two units, i.e., the Base Unit (consisting of 180 rental apartments), and the Tower Unit (consisting of 56 apartments to be sold pursuant to an offering plan).

On the basis of the facts and circumstances stated in your letter and supporting documentation, the Department has determined that it will not take any enforcement action because the described transaction occurs without filing or registration pursuant to Section 352-e and Section 359-e of the General Business Law.

This position is based solely upon the limited information supplied and representations made in your letter and supporting documentation. Any different set of facts or circumstances might result in the Department taking a different position. In addition, this letter expresses the Department's position on enforcement action which could arise from this transaction only, occurring without filing or registration, and does not purport to express any legal conclusion on any subsequent transaction or offering.

The issuance of this letter shall not be construed to be a waiver of or limitation on the Attorney General's authority to take enforcement action for violations of Article 23-A of the General Business Law and other applicable provisions of law.

Very truly yours,

Marissa Piesman
Special Counsel

120 BROADWAY, NEW YORK, NY 10271 • PHONE (212) 416-8122 • FAX (212) 416-8179 • WWW.AG.NY.GOV

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

2016022901101001003EE1FD

RECORDING AND ENDORSEMENT COVER PAGE PAGE 1 OF 147

Document ID: 2016022901101001 Document Date: 01-13-2016 Preparation Date: 02-29-2016
Document Type: CONDO DECLARATION
Document Page Count: 145

PRESENTER:
DANIEL AVILA (PICK UP)
299 BROADWAY
5TH FLOOR
NEW YORK, NY 10007
212-791-4578
DAVILA@VITACCO.COM

RETURN TO:
DANIEL AVILA (PICK UP)
299 BROADWAY
5TH FLOOR
NEW YORK, NY 10007
212-791-4578
DAVILA@VITACCO.COM

PROPERTY DATA

Borough	Block	Lot		Unit	Address
BROOKLYN	7459	67	Entire Lot		1501 VOORHIES AVENUE

Property Type: NON-RESIDENTIAL VACANT LAND

Borough	Block	Lot		Unit	Address
BROOKLYN	7459	1001	Entire Lot	BASE	1501 VOORHIES AVE

Property Type: MULTIPLE RESIDENTIAL CONDO UNT

☒ Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN_____ *or* DocumentID_____ *or* _____ Year____ Reel____ Page____ *or* File Number_____

PARTIES

PARTY 1:
SHEEPSHEAD BAY ROAD CONDOMINIUM
1600 SHEEPSHEAD BAY ROAD
BROOKYN, NY 11235

FEES AND TAXES

Mortgage :		
Mortgage Amount:	$	0.00
Taxable Mortgage Amount:	$	0.00
Exemption:		
TAXES: County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	0.00
Recording Fee:	$	768.00
Affidavit Fee:	$	0.00

Filing Fee: $ 0.00
NYC Real Property Transfer Tax: $ 0.00
NYS Real Estate Transfer Tax: $ 0.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
Recorded/Filed 03-09-2016 15:54
City Register File No.(CRFN): **2016000082310**

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

2016022901101001003CE37D

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) **PAGE 2 OF 147**

Document ID: 2016022901101001 Document Date: 01-13-2016 Preparation Date: 02-29-2016
Document Type: CONDO DECLARATION

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	7459	1002 Entire Lot	TOWER	1501 VOORHIES AVE

Property Type: MULTIPLE RESIDENTIAL CONDO UNT

STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

ERIC T. SCHNEIDERMAN
ATTORNEY GENERAL

DIVISION OF ECONOMIC JUSTICE
REAL ESTATE FINANCE BUREAU

January 8, 2016

Laura Sugarman, Esq.
Holland & Knight LLP
31 West 52nd Street
New York NY 10019

Re: Sheepshead Bay Road Condominium
Index No. NA15-0229

Dear Ms. Sugarman:

The Department of Law has reviewed your application for a no-action letter concerning a transaction involving the above premises, submitted on December 23, 2015. Your application proposes the creation of a de facto condominium consisting of two units, i.e., the Base Unit (consisting of 180 rental apartments), and the Tower Unit (consisting of 56 apartments to be sold pursuant to an offering plan).

On the basis of the facts and circumstances stated in your letter and supporting documentation, the Department has determined that it will not take any enforcement action because the described transaction occurs without filing or registration pursuant to Section 352-e and Section 359-e of the General Business Law.

This position is based solely upon the limited information supplied and representations made in your letter and supporting documentation. Any different set of facts or circumstances might result in the Department taking a different position. In addition, this letter expresses the Department's position on enforcement action which could arise from this transaction only, occurring without filing or registration, and does not purport to express any legal conclusion on any subsequent transaction or offering.

The issuance of this letter shall not be construed to be a waiver of or limitation on the Attorney General's authority to take enforcement action for violations of Article 23-A of the General Business Law and other applicable provisions of law.

Very truly yours,

Marissa Piesman
Special Counsel

120 BROADWAY, NEW YORK, NY 10271 • PHONE (212) 416-8122 • FAX (212) 416-8179 • WWW.AG.NY.GOV

CONDOMINIUM NO. 3834

DECLARATION

Establishing a Plan for Condominium Ownership
of the Premises located at
1600 Sheepshead Bay Road
Brooklyn, New York 11235

Pursuant to Article 9-B of the Real Property
Law of the State of New York

Name:
Sheepshead Bay Road Condominium

Declarant:

Sheepshead Bay Road Owner, LLC
c/o AvalonBay Communities, Inc.
671 North Glebe Road
Arlington, Virginia 22203

Date of Declaration:

January 13, 2016

The land affected by the within instrument lies in
Block 7459, formerly known as Lot 67
now known as Lots 1001-1002
on the Tax Map of the Borough of Brooklyn, County of Kings, City of New York

Holland & Knight LLP
Attorneys for Declarant
31 West 52nd Street
New York, New York 10019
Attn: Stuart M. Saft, Esq.
(212) 513-3308

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Exhibits

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B. Description of the Units
C. Definitions
D. By-Laws
E. Power of Attorney
F. Signage Rules
G. Form of Estoppel Certificate
H. Parking Requirements
I. Storage Bins

DECLARATION
OF
SHEEPSHEAD BAY ROAD CONDOMINIUM

(Pursuant to Article 9-B of the Real Property Law of the State of New York)

Sheepshead Bay Road Owner, LLC, a Delaware limited liability company, having an office c/o AvalonBay Communities, Inc. at 671 North Glebe Road, Arlington, Virginia 22203 ("Declarant"), does hereby declare as follows:

ARTICLE 1
SUBMISSION OF THE PROPERTY

1.1 Declarant hereby submits the Land and Building (each as hereinafter defined), all other improvements erected and to be erected thereon, all easements, rights and appurtenances belonging thereto and all other property, real, personal or mixed, intended for use in connection therewith (collectively, the "Property") to the provisions of Article 9-B of the Real Property Law of the State of New York (the "Condominium Act") and pursuant thereto does hereby establish a condominium to be known as "Sheepshead Bay Road Condominium" (the "Condominium").

1.2 Included in the Property is a building (the "Building") consisting of one (1) floor below grade and twenty-eight (28) floors above grade including one Base Unit (or "BASE" on Exhibit B) consisting of one hundred eighty (180) apartments and the Base Common Elements (the "Base Section"), and a Tower Section consisting of one (1) Tower Unit (labeled "TOWER" on Exhibit B) and which will ultimately be subdivided to consist of fifty-six (56) apartments, which will be individual Tower Units (to be labelled "TOW1" through "TOW56" on Exhibit B, once the Tower Unit is subdivided), and the Tower Common Elements and Special Tower Common Elements (the "Tower Section"). The Tower Unit(s) and Base Unit are sometimes hereinafter collectively referred to as the "Units" and individually as a "Unit." The owner of the Tower Unit is herein called the "Tower Unit Owner". The owner of the Base Unit is herein called the "Base Unit Owner". The Tower Unit Owner and the Base Unit Owner are collectively referred to herein as the "Unit Owners" and each individually as a "Unit Owner." Notwithstanding anything to the contrary, in the event any Unit is subdivided any reference to said Unit or Unit Owner shall be deemed to include, collectively, all said Resultant Units and the rights of the said Resultant Unit Owners shall be as set forth in Section 18.4 hereof.

1.3 Declarant is comprised of two members, i.e., Sheepshead Bay Road Partner, LLC, a Delaware limited liability company ("Base Unit Owner") and MD Sheepshead Bay LLC, a Delaware limited liability company ("Tower Sponsor"). Declarant acquired the Property prior to the date hereof. Tower Sponsor will be the sponsor of the offering of the Tower Units pursuant to an Offering Plan to be filed with the New York State Department of Law. The Base Unit Owner and Tower Sponsor remain the two members of Declarant as of the date of this Declaration. Declarant's operating agreement contemplates that within five (5) days following the recording of this Declaration, Tower Sponsor would own the Tower Units and Base Unit Owner would own the Base Unit, in each case, in redemption of such party's membership interest in Declarant, and in connection therewith, each such party would be the sole owner of

the applicable Unit(s). Accordingly, as of and effective upon such date, Base Unit Owner is the sole owner of the Base Unit and Tower Sponsor is the sole owner of the Tower Units, in each case in fee simple absolute, with such title vesting automatically in the respective parties, as members of Declarant and pursuant to Declarant's operating agreement, without the need for execution of specific and particular deeds or indentures. Nevertheless, in the event that the foregoing is ineffective or insufficient to cause such separate ownership of said Units to vest in the respective members of Declarant in accordance with applicable Laws, Declarant may as nominee of either or both of Base Unit Owner and Tower Sponsor and at Declarant's option execute and cause to be recorded in the New York County office of the Register of the City of New York (the "City Register's Office"): (a) a deed confirming the distribution of title to the Base Unit to Base Unit Owner, or (b) one or more deeds confirming the distribution of title to the Tower Units to Tower Sponsor. Notwithstanding the foregoing, the Tower Sponsor shall have the right to receive a deed to the Tower Units, if the Tower Sponsor determines it is necessary.

1.4 From the date hereof until the date on which a Unit is first conveyed or first distributed by Declarant to Tower Sponsor and/or Base Unit Owner or another Person, (i) Declarant shall have all the rights and obligations described herein and in the Condominium By-Laws with respect to such Unit as rights and obligations of the Unit Owner thereof and (ii) all references in this Declaration and in the Condominium By-Laws to the Unit Owner of such Unit shall be deemed to be references to Declarant.

1.5 From the date hereof until the first conveyance of a Tower Unit (the "First Tower Unit Conveyance"), Tower Sponsor shall have the rights and obligations described herein and in the Condominium By-Laws as the collective rights and obligations of the Tower Unit Owners and its board of managers (the "Tower Board"); and, until such First Tower Unit Conveyance, all references herein and in the Condominium By-Laws to the Tower Unit Owners and/or the Tower Board shall be deemed to be references to the Tower Sponsor, and references to the Tower Units shall be deemed references to the Tower Unit, as appropriate. Simultaneously with the First Tower Unit Conveyance, the subdivided Tower Units shall operate pursuant to the terms of the Tower By-Laws.

ARTICLE 2
DEFINITIONS; CONFLICTS

2.1 All capitalized terms used in this declaration (hereinafter referred to as the "Declaration") that are not otherwise defined in the Articles hereof will have the meanings set forth in Exhibit C annexed hereto, unless the context in which they are used will otherwise require.

2.2 In the event of a conflict between: (i) the terms and provisions of this Declaration, on the one hand, and the terms and provisions of the Condominium By-Laws, on the other hand, the terms and provisions of this Declaration shall in all events govern; and (ii) the terms and provisions of the Condominium By-Laws, on the one hand, and the terms and provisions of the Sub-By-Laws, on the other hand, the terms and provisions of the Sub-By-Laws shall in all events govern.

2.3 Except for the initial conveyances described in Section 1.3 hereof, on the

conveyance of the entire Base Section or Tower Section, all of the rights and obligations of the Base Unit Owner or Tower Sponsor with regard to such Section will be assigned to the designee of the Base Unit Owner or Tower Sponsor, as applicable, and the designee shall assume all of the rights and obligations of the Base Unit Owner or Tower Sponsor, as applicable, with regard to such Section. In the event the Base Unit is divided and sold to individuals, the sponsor of such offering shall be the Base Unit Owner but the purchasers of the individual units from the "master" Base Unit Owner shall not accrue the rights and obligations of the Base Unit Owner. A Unit resulting from the subdivision of the Base Unit is not the Base Unit and the Owner of such a Unit is not the Base Unit Owner. Likewise, the individual owners of the individual Tower Units are not the Tower Sponsor.

2.4 Each of the Base Unit Owner and Tower Sponsor shall have the absolute right to divide their Sections into any number of smaller units by executing an amendment to this Declaration without obtaining the consent of the other, as further described in Section 18.4 hereof.

ARTICLE 3
BY-LAWS; CONDOMINIUM GOVERNANCE; SUB-BY-LAWS

3.1 Attached to this Declaration as Exhibit D and made a part hereof are the By-Laws of the Condominium (the "Condominium By-Laws") which set forth detailed provisions governing the operation, use and occupancy of the Condominium (said By-Laws, as they may be amended from time to time, are hereinafter referred to as the "By-Laws").

3.2 The affairs of the Condominium shall be governed and controlled by a board of managers (the "Condominium Board"), as described in the Condominium By-Laws. When in this Declaration or in the Condominium By-Laws an action is to be undertaken, or is authorized to be done by the Condominium, it shall mean the Condominium or its body of Unit Owners acting through the Condominium Board, unless the text clearly requires another interpretation (i.e., through a vote of the Unit Owners). When the Condominium Board is authorized or obligated to act, it shall be acting on behalf of all Unit Owners in the Condominium.

3.3 Sub-By-Laws.

3.3.1 Each of the Tower By-Laws and/or Base By-Laws, if any, is sometimes referred to herein as the "Sub-By-Laws."

3.3.2 The Tower Board shall adopt by-laws of the Tower Section (said by-laws, as the same may be amended from time to time in accordance with the provisions hereof, thereof and of the Condominium By-Laws, the "Tower By-Laws" or "Sub-By-Laws", where applicable) and the same shall (together with, but subject and subordinate to, this Declaration and the Condominium By-Laws) govern the affairs, operation, use and occupancy of the Tower Section.

3.3.3 In the event of any subdivision of the Base Unit into more than one unit (each, a "Subdivided Base Unit"), the Unit Owner thereof (upon the first such subdivision) shall amend this Declaration (subject to the terms hereof and of the Condominium By-Laws) to include by-laws (said by-laws, if any, as the same may be adopted or amended from time to time in accordance with the provisions hereof, thereof and of the Condominium By-Laws governing

amendment, the "Base By-Laws" or "Sub-By-Laws", where applicable), which shall (together with but subject and subordinate to, this Declaration and the Condominium By-Laws) govern the affairs, operation, use and occupancy of the Base Section. In the event the Base Unit is subdivided, the Condominium Board may amend this Declaration and the Condominium By-Laws to provide for one (1) "master" set of documents to govern the entire Condominium and the Sections.

3.4 The Sub-By-Laws may not grant rights to any Resultant Unit Owners, which are in excess of those rights granted under this Declaration or the By-Laws to the Base Unit Owner or Tower Sponsor.

3.5 Notwithstanding anything contained in the Declaration to the contrary, the Base Unit shall not be subdivided for at least five (5) years after the First Tower Unit Conveyance.

ARTICLE 4
THE LAND

Included in the Property described in Article 1 is all that certain tract, plot, piece and parcel of land (the "Land") situate, lying and being in the City of New York, County of New York and State of New York, and more particularly described in Exhibit A annexed hereto and made a part hereof. The Land is owned by Declarant in fee simple absolute. The Land has an area of approximately 2.043 acres.

ARTICLE 5
THE BUILDING

The Building is a mixed use building containing the following floors: Cellar, Ground Floor (which is double-height), Floors Three through Twelve and Fourteen through Thirty, and the Roof and Bulkhead Roof. The Building is constructed of reinforced concrete with concrete slab floor systems, including reinforced concrete columns, masonry cavity walls and concrete footings and/or pile foundations. The Building has an entrance on Sheepshead Bay Road.

ARTICLE 6
THE UNITS

6.1 Exhibit 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; floors on which the Unit is located; tax lot number; approximate square foot area; and the percentage interest in the General Common Elements appurtenant to such Unit. The location of each Unit is shown on the floor plans of the Building (the "Floor Plans") certified by Perkins Eastman and intended to be approved by the Real Property Assessment Department of the City of New York and filed in the New York County office of the Register of the City of New York (the "City Register's Office") following the recording of this Declaration.

6.2 As shown on the Floor Plans, the Condominium consists in part of: (a) one (1) Condominium Unit designated on the Floor Plans as the Tower Unit comprised of fifty six (56) apartments on portions of the Twentieth Floor through the Thirtieth Floor, and (b) one (1) Condominium Unit designated on the Floor Plans as the Base Unit comprising portions of the

Third Floor, the Fourth Floor through the Twelfth Floor, and the Fourteenth Floor through Nineteenth Floor.

6.3 Each Unit consists of the space designated on the Floor Plans as part of such Unit together with those Facilities located within the Unit which benefit such Unit or the Unit Owner thereof, including without limitation:

6.3.1 The front entrance door and any other entrance doors exclusively serving the Unit, including any terrace or balcony doors, to such Unit; windows and skylights if any; flooring; wallcoverings; molding; non-load bearing interior walls and partitions; sheet rock and plaster wall coverings; smoke detectors and carbon monoxide detectors; all plumbing, gas, heating fixtures and equipment such as (without being exhaustive and by way of example only) heating, ventilating and air conditioning ("HVAC") units (including their fans and coils), heating equipment, ranges, sinks, bathtubs, showers, shower pans, water closets and appliances and facilities, refrigerators, dishwashers, washers and dryers, as may be affixed, attached or appurtenant to such Unit and which serve such Unit exclusively. Plumbing, gas, heating fixtures and equipment as used in the preceding sentence shall include gas and water pipes from branch or fixture shut off valves attached to fixtures, appliances and equipment which are part of the Unit and exclusively service a Unit. Plumbing, gas, heating fixtures and equipment shall not include gas, water or other pipes, conduits, wiring or ductwork from the point at which such pipes, wiring, ductwork or conduits service other Units, unless such installations were made by a Unit Owner, in which event the Unit Owner and its successors and assigns shall be responsible for Maintaining such installations which will become part of the Unit. Each Unit shall also include (i) all lighting and electrical fixtures, cabinets, including, without limitation kitchen and bathroom cabinetry, countertops, and appliances within the Unit, and (ii) any special equipment, fixtures or Facilities (as hereinafter defined) affixed, attached or appurtenant to the Unit, to the extent located within a Unit and serving or benefiting only that Unit, including without limitation, facilities for fire safety which are located within the Unit and which exclusively serve the Unit.

6.3.2 Central and appurtenant Facilities for services such as heating, cooling, venting, air-conditioning, communications, security, lighting, plumbing, electrical work, fire safety which are located within the Unit and which exclusively serve the Unit.

6.3.3 Windows, passages, hallways and corridors and interior walls including sheetrock, plaster and studs (other than the structural components thereof), to the extent any of the same are within the Unit or exclusively benefit or serve the Unit Owner.

6.3.4 All elevators (and their respective shafts and pits to the extent not designated as a Common Element on the Floor Plans), stairs, if any, and all related Facilities located entirely within a Unit and not specifically designated as a Common Element on the Floor Plans.

6.4 A Unit shall not include any of the Common Elements located therein or any Facilities, plumbing, electrical, heating, venting and air conditioning work, machinery, or other materials and equipment used exclusively by and for the other Section or another Unit Owner.

6.5 Each Unit includes all entranceways, windows and window framing, door assemblies and related and similar installations in the exterior facade exclusively opening into the Unit as more particularly delineated on the Floor Plans.

6.6 Each Unit Owner will have the right, exercisable at any time, to install, at such Unit Owner's sole cost and expense, decorations, fixtures and coverings (including, without limitation, painting, finishing, wall to wall carpeting, pictures, mirrors, shelving and lighting fixtures) on the surfaces of the walls, ceilings and floors that face the interior of such Unit Owner's Unit and to a depth of one inch behind such surfaces for the purposes of installing nails, screws, bolts and the like, provided that no such installation shall impair the structural integrity and mechanical and electrical systems of such Unit, any Common Element or of the Building.

6.7 The Tower Section and the Base Section each include all related Facilities exclusively serving the Section. Each Section shall also include all passages, lobbies, hallways, stairs, stairways and landings, corridors, mechanical space and other rooms, if any, which are used exclusively by the Section and are not otherwise expressly designated on the Floor Plans as part of another Section. Anything within a Section that is neither part of a Unit or the General Common Elements shall be considered a Limited Common Element.

ARTICLE 7
DIMENSIONS OF UNITS

For purposes of calculating the square footage of each Unit, as set forth on Schedule B annexed hereto, the approximate square foot area of each Unit is measured from the exterior side of the exterior walls of the Building (perimeter columns and mechanical pipes/ducts/shafts are not deducted) to the midpoint of the interior walls and partitions separating a Unit from another Unit, or public stairs, elevators and other common mechanical equipment spaces or any Common Elements, to the centerline of the corridor wall adjacent to a Unit. Exterior terrace areas are measured from the exterior face of the Unit to the interior face of the terrace walls. Measured vertically, each Unit consists of the volume from the top of the floor slab below (located under the finished flooring and sub-floor materials, although such flooring and sub-flooring material shall be the property and responsibility of the applicable Unit Owner) to the underside of the floor slab above. The method of measurement is applicable to all Units, it being understood that such method of measurement is not applicable to the individual apartments in the Base Unit, which are not, on their own and as of the date hereof, separate Units hereunder.

ARTICLE 8
GENERAL COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

8.1 The common elements of the Condominium (the "Common Elements") consist of the entire Property, including the Land, the General Common Elements, the Limited Common Elements, the Special Tower Common Elements, and all parts of the Building and improvements thereon other than the Units. The General Common Elements include, but are not limited to, those rooms, areas, corridors, spaces and other parts of the Building and all Facilities (defined below) therein for the common use of the Units and the Unit Owners or which are necessary or convenient for the existence, Maintenance or safety of the Property, except those located within a Unit. The General Common Elements are appurtenant to, serve and benefit each Unit to the

extent of such Unit's percentage of Common Interest. The General Common Elements are for the common use of all Unit Owners. The Limited Common Elements consist of those Common Elements that serve or benefit some but not all of the Units, and consist of the Base Common Elements and the Tower Common Elements. The Base Common Elements consist of those Common Elements that serve or benefit exclusively the Base Unit or the Base Unit Owner. The Tower Common Elements consist of those Common Elements that serve or benefit exclusively the Tower Section or the Tower Unit Owner. The Special Tower Common Elements consist of the terraces and balconies appurtenant to certain individual Tower Units.

8.2 The Common Elements will remain undivided and no Unit Owner or other person will bring or will have the right to bring any action for partition or division thereof except as may be specifically provided for herein or in the By-Laws.

8.3 The General Common Elements consist of the following: the parts of the Property designated on the Floor Plans as General Common Elements and include (even if within the dimensions of a Unit):

8.3.1 The Land (as more particularly described in Exhibit A attached to this Declaration);

8.3.2 The fire alarm system, sprinkler system, smoke and carbon monoxide alarm system, and any other life safety system;

8.3.3 Except as otherwise set forth herein, any of the following: all foundations, footings, Roof and roofing material (that is not part of a terrace), columns (including building structure columns), girders, floor slabs and ceilings, beams, and supports and interior load bearing walls, together with the façade of the Building and all exterior walls of the Building beyond the Unit-side of the glass, or concealed block work or concealed structural members of those walls and any other exterior feature of the Building;

8.3.4 Riser control valves for common fire standpipe riser, to the extent the same serves both the Tower Section and the Base Section.

8.3.5 Any zone control valves for the fire standpipe riser rising from the First Floor to the fire reserve water tanks on the Roof of the Building and common fire alarm riser, to the extent the same serve both the Tower Section and the Base Section;

8.3.6 Any fire reserve water tanks located on Roof which supply the sprinkler and fire standpipe in the Building, to the extent the same serve both the Tower Section and the Base Section;

8.3.7 The mechanical equipment located in the Cellar and cooling towers on the Roof of the Building, to the extent the same serve both the Tower Section and the Base Section;

8.3.8 All storm and sanitary sewer equipment and pipes (including vent lines, ejectors, interceptors, filters and valves), excluding, however, all such items located within a Unit and serving only that Unit;

8.3.9 The concrete lid and green roof on the garage and the outdoor parking areas, subject to the right of the Condominium Board to designate some of the surface parking areas for the exclusive use of either the Base Section or the Tower Section pursuant to Exhibit H, attached hereto and made a part hereof;

8.3.10 Amenities located on the Third Floor, the outdoor terraces, patios, gardens and swimming pool, and the Storage Area and Storage Bins in the Cellar, bicycle storage area, and function rooms and other Amenities including Maintenance offices, pool equipment room and distribution systems;

8.3.11 All central and appurtenant installations for services such as power, light, telephone, television, cable, gas, sanitary and storm drainage, hot and cold water, condenser water, heat and air-conditioning (including all pipes, ducts, chutes, wires, vents, shafts, lines, cables and connections used in connection therewith), to the extent the same serve both the Tower Section and the Base Section;

8.3.12 All electrical risers, feeders, lines and equipment, including incoming service, main switchgear and distribution panelboards, conduits, wires, meters, transformers and panelboards, to the extent the same serve both the Tower Section and the Base Section;

8.3.13 The loading area serving both Sections;

8.3.14 The window-washing equipment affixed the Building, which benefits both the Tower Section and the Base Section;

8.3.15 The waterproof membrane and insulation of the terraces and balconies, (the pavers and surfaces of which are Special Tower Common Elements);

8.3.16 Any other Facilities in the Building which serve or benefit or are necessary or convenient for the existence, Maintenance, operation or safety of all of the Units and are not a part of any Unit;

8.3.17 Any ventilation supply or exhaust system consisting of motors, ductwork, fans and controls, supply and return piping, and the hot water and condenser water systems serving or benefiting both the Base Section and the Tower Section; and

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

8.3.19 In the event of any conflict between this Section and the Floor Plans, the Floor Plans and any amendments thereto shall control.

8.4 The "Base Common Elements" consist of those portions of the Property designated on the Floor Plans as Base Common Elements; and also those Common Elements (other than vertical shaftways and penetrations) which exclusively serve or exclusively benefit all or any portion of the Base Unit whether or not designated as Base Common Elements (or

designated at all) on the Floor Plans. The Base Common Elements include, without limitation, the following:[1]

8.4.1 The passenger elevators and the service elevators, in each case, which exclusively serve or benefit the Base Section and in each case including the shafts, elevator equipment, elevator pits and entrances and appurtenant facilities;

8.4.2 Telephone system and cable television system exclusively serving the Base Section;

8.4.3 Any ventilation supply or exhaust system consisting of motors, ductwork, fans and controls, supply and return piping, and the hot water and condenser water systems serving or benefiting solely the Base Section;

8.4.4 All mechanical equipment and associated piping and controls serving or benefiting solely the Base Section;

8.4.5 All electrical risers, feeders, lines and equipment, including incoming service, main switchgear and distribution panelboards, conduits, wires, meters, transformers and panelboards serving or benefiting solely the Base Section;

8.4.6 All plumbing fixtures, equipment for distribution of cold water and equipment for producing and distributing domestic hot water, including pumps, valves, heat exchangers, pressure reducers, meters and water heaters, serving or benefiting solely the Base Section;

8.4.7 All storm and sanitary sewer equipment and pipes (including vent lines, ejectors, interceptors, filters and valves), serving or benefiting solely the Base Section;

8.4.8 All electric service rooms, gas, steam and water meter rooms, workrooms, locker rooms, telephone rooms and other service, mechanical and utility rooms serving or benefiting solely the Base Section;

8.4.9 The balconies or terraces appurtenant to the Base Section (although the Unit Owner of any individual Base Unit to which such balcony or terrace is exclusively appurtenant shall have the exclusive rights with respect thereto as are set forth in the Base By-Laws);

8.4.10 The indoor parking garage and certain surface parking spaces, as described on Exhibit H hereto;

8.4.11 The leasing office;

8.4.12 All Signage affixed to the portion of the Building appurtenant to the Base Section in accordance with the provisions of this Declaration and the By-Laws and exclusively serving the Base Unit or Base Unit Owner.

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[1] All to be confirmed on the Floor Plans.

8.4.13 The lounge on the 19th Floor, which is for the exclusive use of the Permitted Users of the Base Unit;

8.4.14 To the extent shown on the Floor Plans as Base Common Elements, those facilities, components, rooms, areas, corridors, spaces and facilities of the Building (irrespective of where the same are located) which exclusively serve the Base; and

8.4.15 Whether or not specifically identified as part of the Base Common Elements (or identified at all) on the Floor Plans, all other parts of the Property and all other facilities (including shafts, pipes, wires, ducts, vents, flues, cables, conduits and lines) and Equipment in the Building or on the Property, which serve or benefit or are necessary or convenient or existing for the use, existence, Maintenance, operation or safety of all or any portion of the Base Section exclusively.

8.5 The Base Limited Common Elements consist of the pavers and surfaces of the balconies or terraces appurtenant to the Base Unit, which shall be subject to an easement in favor of the Condominium Board to repair and Maintain the waterproof membrane, the drains, and the insulation of the terraces and balconies, and to access the balconies and terraces in order to fulfill its obligation to wash the outside of the windows of each Unit.

8.6 The Tower Common Elements consist of those portions of the Property designated on the Floor Plans as Tower Common Elements; and also those Common Elements (other than vertical shaftways and penetrations) which exclusively serve or exclusively benefit all or any part of the Tower Section whether or not designated as Tower Common Elements (or designated at all) on the Floor Plans. The Tower Common Elements include, without limitation, the following:[2]

8.6.1 The passenger elevators and the service elevators, in each case, which exclusively serve or benefit the Tower Section and in each case including the shafts, elevator equipment, elevator pits and entrances and appurtenant facilities;

8.6.2 Certain surface parking spaces, as described on Exhibit H hereto;

8.6.3 Telephone system and cable television system exclusively serving the Tower Section;

8.6.4 Any ventilation supply or exhaust system consisting of motors, ductwork, fans and controls, supply and return piping, and the hot water and condenser water systems serving or benefiting solely the Tower Section;

8.6.5 All mechanical equipment and associated piping and controls serving or benefiting solely the Tower Section;

8.6.6 All electrical risers, feeders, lines and equipment, including incoming service, main switchgear and distribution panelboards, conduits, wires, meters, transformers and panelboards serving or benefiting solely the Tower Section;

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[2] All to be confirmed on the Floor Plans.

8.6.7 All plumbing fixtures, equipment for distribution of cold water and equipment for producing and distributing domestic hot water, including pumps, valves, heat exchangers, pressure reducers, meters and water heaters, serving or benefiting solely the Tower Section;

8.6.8 All storm and sanitary sewer equipment and pipes (including vent lines, ejectors, interceptors, filters and valves), serving or benefiting solely the Tower Section;

8.6.9 All electric service rooms, gas, steam and water meter rooms, workrooms, locker rooms, telephone rooms and other service, mechanical and utility rooms serving or benefiting solely the Tower Section;

8.6.10 All Signage affixed to the portion of the Building appurtenant to the Tower Section in accordance with the provisions of this Declaration and the By-Laws and exclusively serving the Tower Unit or Tower Unit Owners.

8.6.11 To the extent shown on the Floor Plans as Tower Common Elements, those facilities, components, rooms, areas, corridors, spaces and facilities of the Building (irrespective of where the same are located) which exclusively serve the Tower Section; and

8.6.12 Whether or not specifically identified as part of the Tower Common Elements (or identified at all) on the Floor Plans, all other parts of the Property and all other facilities (including shafts, pipes, wires, ducts, vents, flues, cables, conduits and lines) and Equipment in the Building or on the Property, which serve or benefit or are necessary or convenient or existing for the use, existence, Maintenance, operation or safety of all or any part of the Tower Section exclusively.

8.7 Special Tower Limited Common Elements consist of the pavers and surfaces of the balconies or terraces appurtenant to the Tower Section (although the Unit Owner of any individual Tower Unit to which such balcony or terrace is exclusively appurtenant shall have the exclusive rights and certain obligations with respect thereto, as set forth in the Tower By-Laws), which shall be subject to an easement in favor of the Condominium Board to repair and Maintain the waterproof membrane, the drains, and the insulation of the terraces and balconies, and to access the balconies and terraces in order to fulfill its obligation to wash the outside of the windows of each Unit, as more fully described in Section 14.1.1.5 below.

8.8 With regard to any land lying in the bed of any street, road or avenue open or proposed, public or private, in front of or adjoining the Land, or any strips and gores bisecting, adjoining or adjacent to the Land, (a) any award made or to be made in lieu thereof, or (b) any unpaid award for damage to the Land or the Building by reason of change of grade of any street, shall be treated as though it is a General Common Element and such amounts so received shall be divided amongst the Unit Owners based on their proportionate percentage of Common Interest.

ARTICLE 9
RIGHT TO COMBINE, SUBDIVIDE OR REALIGN UNITS

9.1 Rights of the Base Unit Owner and Tower Sponsor.

9.1.1 Notwithstanding any other provision of the Declaration or Condominium By-Laws, the Base Unit Owner (to the extent applicable to the Base Unit and the General Common Elements located therein) shall have the right, without the consent of any other Unit Owners, or the Condominium Board, but subject to the terms of the AVB Mortgage[3], from time to time and so long as such action shall not impair the structural integrity of the Building or materially affect the operation of any Building Systems or the Tower Section, and after thirty (30) days written notice to the Condominium Board and the Tower Sponsor (except no notice is required by the Base Unit Owner prior to subdividing the Base Unit), (a) to make Alterations, additions, improvements, replacements and/or repairs, structural or non-structural, ordinary or extraordinary, in, to and upon the Base Section and the Base Common Elements and the portion of the General Common Elements within the Base Section; (b) to change the Base Section or the General Common Elements within the Base Section or any part thereof by changing the layout, number of rooms, or size or number of apartments within the Base Unit or by subdividing the same into any desired number of individual Units (or by combining any Units resulting from any such subdivision); (c) to create and designate a Limited Common Element (including, without limitation, existing Limited Common Elements within the Base Section) for the exclusive use of the newly created Units; (d) to convert space or constituents of the Base Unit into newly designated Limited Common Elements and/or convert and designate one or more of the Limited Common Elements as a part of the newly created Units within the Base Section; (e) to reapportion among any newly created Unit(s) resulting from any subdivision (or combination) as provided above the Common Interest appurtenant to the Units; (f) to construct, install, Maintain, repair, replace or alter the Base Unit; and (g) to amend the certificate of occupancy of the Building or obtain a new certificate of occupancy therefor in connection with the exercise of any of its rights under this Article 9.1.1. Except with regard to the subdividing of the Base Unit, the Tower Unit Owners shall not be affected by such actions unless the Unit Owner consents thereto. Any dispute as to whether the Tower Units will be materially affected by the work described herein will be decided by Arbitration prior to the commencement of such work except the subdivision of the Base Unit. Limited Common Elements may be created for the exclusive use of any or all of the aforesaid subdivided (or combined) Units as provided above, in which event the Common Expenses exclusively attributable to such Limited Common Elements shall be borne by the owners of such subdivided (or combined) Units. Any rights granted herein to the Base Unit Owner over or relating to the General Common Elements may be exercised only to the extent that such exercise will not have or create an adverse effect to or upon the other Unit Owners. The Condominium Board shall reasonably cooperate with the Base Unit Owner in connection with any amendments under paragraph (g) hereto.

9.1.2 Notwithstanding any other provision of the Declaration or Condominium By-Laws, the Tower Sponsor (to the extent applicable to the Tower Section and the General Common Elements located therein) shall have the right, without the consent of any other Unit Owners, or the Condominium Board, but subject to the terms of the AVB Mortgage, from time to time and so long as such action shall not impair the structural integrity of the Building or materially affect the operation of any Building Systems or the Base Section, (and after thirty (30) days written notice to the Condominium Board and the Base Unit Owner in the event such action has an adverse or material effect on the Condominium Board, the Base Unit Owner or the Building Systems (except no notice is required by the Tower Sponsor prior to subdividing the

Tower Units), (a) to make Alterations, additions, improvements, replacements and/or repairs, structural or non-structural, ordinary or extraordinary, in, to and upon the Tower Section and the Tower Common Elements and the portion of the General Common Elements within the Tower Section; (b) to change the Tower Section or the General Common Elements within the Tower Section or any part thereof by changing the layout, number of rooms, or size or number of apartments within the Tower Section or by subdividing the same into any desired number of individual Units (or by combining any Units resulting from any such subdivision); (c) to create and designate a Limited Common Element (including, without limitation, existing Limited Common Elements within the Tower Section) for the exclusive use of the newly created Units; (d) to convert space or constituents of the Tower Section into newly designated Limited Common Elements and/or convert and designate one or more of the Limited Common Elements as a part of the newly created Units within the Tower Section; (e) to reapportion among any newly created Unit(s) resulting from any subdivision (or combination) as provided above the Common Interest appurtenant to the Units; (f) to construct, install, Maintain, repair, replace or alter the Tower Section; and (g) to amend the certificate of occupancy of the Building or obtain a new certificate of occupancy therefor in connection with the exercise of any of its rights under this Article 9.1.2. Except with regard to the subdividing of the Tower Section, the Base Unit Owner shall not be affected by such actions unless the Base Unit Owner consents thereto. Any dispute as to whether the Base Unit will be materially affected by the work described herein will be decided by Arbitration prior to the commencement of such work except the further subdivision of the Tower Section. Limited Common Elements may be created for the exclusive use of any or all of the aforesaid subdivided (or combined) Units as provided above, in which event the Common Expenses exclusively attributable to such Limited Common Elements shall be borne by the owners of such subdivided (or combined) Units. Any rights granted herein to the Tower Sponsor over or relating to the General Common Elements may be exercised only to the extent that such exercise will not have or create an adverse effect to or upon the Base Unit Owner. The Condominium Board shall reasonably cooperate with the Tower Sponsor in connection with any amendments under paragraph (g) hereto. Notwithstanding anything herein to the contrary, except for the Tower Sponsor or the Tower Board, as applicable, in no event shall any individual Tower Unit Owner have the rights described in this Section 9.1.2 or in Section 9.1.3 below, except if such Tower Unit Owner is designated in writing by the Tower Sponsor to do so, with a copy of the notice to be delivered to the Condominium Board prior to the commencement of any work by such Tower Unit Owner.

9.1.3 After the formation of the Tower Board (the "Tower Board Formation"), the Tower Board and its designees shall have the right, with the written consent of the Condominium Board and the Tower Sponsor and subject to the terms of the AVB Mortgage, from time to time and so long as such action shall not impair the structural integrity of the Building or adversely affect the operation of any Building Systems or the Base Section, (a) to make or approve Alterations, additions, improvements, replacements and/or repairs, structural or non-structural, ordinary or extraordinary, in, to and upon the Tower Section and the Tower Common Elements; (b) to change the Tower Units or the Tower Common Elements or any part thereof by changing the layout, number of rooms, or size or number of the Tower Units or the Tower Common Elements or by subdividing all or part of the Tower Section into any desired number of Units (or by combining any Units resulting from any such subdivision); (c) to create and designate a Tower Common Element (including, without limitation, existing Tower Common Elements) for the exclusive use of the newly created Tower Units; (d) to convert space

or constituents of the Tower Section into newly designated Tower Common Elements and/or convert or designate one or more of the Tower Common Elements as a part of the newly created Tower Units; (e) to combine Tower Units with the consent only of the owners of such Tower Units to be combined; (f) to reapportion among any newly created Tower Unit(s) resulting from any subdivision (or combination) as provided above the Common Interest appurtenant to the Unit(s); (g) to construct, install, Maintain, repair, replace or alter a Tower Unit or Tower Common Elements; (h) to dedicate any or all utility, sewer and drainage easements in the General Common Elements to any governmental body, public benefit corporation or utility company if the Tower Board or designee of the Tower Board shall deem it necessary or desirable for the proper operation and Maintenance of the Tower Section; and (i) with the consent of the Condominium Board, which cannot be unreasonably withheld or delayed after the Building has received a permanent certificate of occupancy, to amend the certificate of occupancy of the Building or obtain a new certificate of occupancy therefor in connection with the exercise of any of its rights under this Section 9.1.3. However, by reason of the foregoing, the Common Interests of the Base Unit shall not be affected unless the Base Unit Owner consents thereto. Limited Common Elements may be created for the exclusive use of any or all of the aforesaid subdivided (or combined) Units as provided above, in which event the Common Expenses exclusively attributable to such Limited Common Elements shall be borne by the owners of such subdivided (or combined) Units. Notwithstanding anything contained in this Section 9.1.3 to the contrary no work shall commence (a) prior to the Base Unit Owner and the Condominium Board receiving thirty (30) days prior written notice and (b) if the work will interfere with the issuance of the Building's permanent Certificate of Occupancy. Any dispute will be settled by Arbitration.

9.2 Notwithstanding Section 18.4 hereof, the Base Unit Owner and Tower Sponsor, while they own a Unit, and the Tower Board after the Tower Board Formation and/or its designees, as the case may be, shall have the right (and the obligation to do so in case Sections 9.1.1 or 9.1.2 above applies) to reflect any of the matters described above in Section 9.1 in a duly recorded amendment to the Declaration or the By-Laws or the Floor Plans, and may further amend the Declaration and the By-Laws to provide for the conduct of the affairs of the Base Section or Tower Section as subdivided in any manner which does not increase the obligations or decrease the rights of any of the other Unit Owners under the Declaration or the By-Laws, which amendment and the recording thereof shall not occur upon less than thirty (30) days' prior written notice to, but shall not require the consent of, the Condominium Board and/or other Sub-Boards. In making any additions, Alterations, or improvements pursuant to this Article 9, the Base Unit Owner, Tower Sponsor or their designees, as the case may be, shall (i) make all reasonable efforts to minimize any interference with the other Unit Owners' use and enjoyment of their Units for permitted purposes; (ii) comply with all laws, ordinances and governmental authorities having jurisdiction and (iii) hold the Condominium Board and the other Unit Owners harmless from any liability arising therefrom. Notwithstanding anything to the contrary contained herein, neither the Base Unit Owner nor the Tower Sponsor nor the Tower Board shall take any action described in this Section 9.2 for so long as the AVB Mortgage is a lien on any Unit that would be affected by such action, without the prior written consent of the AVB Mortgagee, if such consent is required under the terms of the loan.

9.3 Except as otherwise provided herein, the consent of the Condominium Board and/or other Unit Owners shall not be required for the exercise by the Base Unit Owner, the Tower Sponsor or the Tower Board of the rights and powers set forth in this Article 9. Neither

the provisions of this Article 9 nor any of the other rights and powers of the Base Unit Owner or Tower Sponsor under this Declaration or the By-Laws, including without limitation the authority of the Base Unit Owner or Tower Sponsor to record an amendment of the Declaration or By-Laws or the Floor Plans pursuant to this Article 9, may be modified or deleted by amendment of the Declaration or By-Laws or otherwise, without the approval of the Base Unit Owner or the Tower Sponsor or the Tower Board, as applicable. The signatures of the other Unit Owners and/or Condominium Board shall not be required in connection with any amendment to the Declaration or By-Laws or the Floor Plans permitted above or to any application or other document necessary or convenient to the exercise by the Base Unit Owner or Tower Sponsor or Tower Board, as the case may be, of any of their rights or powers under this Article 9, including but not limited to any application or document required by the Department of Buildings, the Real Property Assessment Bureau of the City of New York or any other governmental agency in connection with an amendment to the certificate of occupancy of the Building or the establishment of separate tax lots for any newly created Units and reapportionment of assessed valuation by reason thereof. The Condominium Board shall not execute any such amendments, applications or other documents unless requested by the Base Unit Owner or Tower Sponsor or Tower Board, and the Condominium Board hereby grants to the Base Unit Owner and Tower Sponsor and Tower Board and/or their designees, an irrevocable power of attorney coupled with an interest and granted for a valuable consideration to execute, deliver and/or record any such amendments, applications or other documents on behalf of the Condominium Board and Unit Owners, and any such execution, delivery and/or recording shall not require the consent of the Condominium Board or the Unit Owners.

9.4 If the Condominium Board determines, on its own or at the request of the Base Unit Owner, Tower Sponsor or Tower Board, as applicable, to shut off water, gas, electricity, or any other utility, service or Building Systems in connection with any Alterations or repairs to the Building and that will affect either Section, the same shall not require the approval of the Base Unit Owner or Tower Sponsor or Tower Board, as the case may be, provided that the party performing such Alterations complies with the notice and other requirements set forth below in this paragraph. The party performing such Alterations or repairs shall pay the attendant cost of a general shut down, such as relighting pilot lights after gas shut downs, the reasonable cost of the affected personnel or rebuilding flushometers after a water shutdown. All shutdowns will be limited to the shortest duration of time reasonably practicable. The party performing such Alterations or repairs shall provide at least seventy-two (72) hours' notice to the affected party(ies) before any requested or planned Building or utility service interruption. Each notice of such interruption must indicate the reasonably estimated downtime.

9.5 Subject to the provisions of the applicable Sub-By-Laws of its Section and to the terms and conditions of Section 9.1 above, each Sub-Board shall have, with respect to the decoration of, and Alterations and/or repairs to, its Section's Limited Common Elements, the same rights that the Base Unit Owner or Tower Sponsor has under Section 9.1 above with respect to their Sections.

9.6 Subject to this Declaration and the Condominium By-Laws and compliance with all applicable Laws, the Unit Owner(s) of one or more Tower Units or Subdivided Base Units, with the consent of the applicable Sub-Board (if required by the Sub-By-Laws of the Section of which the Unit(s) is/are a part) shall have such rights with respect to changing, combining and/or

subdividing such Unit(s) as are provided in the Sub-By-Laws of the Section of which such Unit(s) is/are a part, provided that such rights shall in no event exceed those rights of the Base Unit Owner or Tower Sponsor hereunder or under the Condominium By-Laws.

9.7 Upon the initial subdivision of the Base Unit, if such subdivision occurs, an amendment to the Declaration shall be filed and shall include Base By-Laws, which are to provide, among other things, for a board of managers of the Base Section (the "Base Board") to govern such Section (which it shall, from and after the date that the Base Unit Owner no longer owns all of the Subdivided Base Units) pursuant to the Base By-Laws and to continue to operate such Section (subject to such Base By-Laws) and interact with the Tower Sponsor (or Tower Board) and the Condominium Board as and in the stead of the Base Unit Owner with respect to all Subdivided Base Units to the same extent (subject to Law) as previously done by the Base Unit Owner (and such Base Board shall generally (but subject to the terms of this Declaration and the Condominium By-Laws), assume the responsibilities and have the rights under the Condominium Documents formerly borne by the Base Unit Owner prior to such subdivision). Upon the subdivision of the Base Unit, the Declaration shall be amended to include a section identical to 9.1.3 as applicable to the subdivided Base Units and Sections 9.2 through 9.4 will be made applicable to the Subdivided Base Units.

9.8 Each Sub-Board shall designate one (1) representative to be solely responsible for communicating with either the Base Unit Owner or Tower Sponsor (or Sub-Board, if applicable) on behalf of its Sub-Board with respect to all matters relating to such Sub-Board, and any agreement or decision made or entered into by such representative shall be binding on its Sub-Board. Following a subdivision of either the Base Section or the Tower Section, in no event shall the Base Unit Owner or Tower Sponsor (or Sub-Board, if applicable) be required to deal directly with an individual owner of a portion of the subdivided Base Section or Tower Section. Notwithstanding the foregoing, while the Base Unit Owner (or an Affiliate thereof) is the managing agent of the Condominium, nothing herein shall prevent an individual owner of a portion of a subdivided Section from communicating with AVB (or Affiliate thereof) as managing agent.

9.9 Each set of Sub-By-Laws shall provide for the imposition and collection of Common Charges within such Section and allocation to each applicable Unit Owner within such Section of its share of the Condominium's General Common Charges (together with any additional categories of Common Charges necessary for the expenses exclusively of such subdivided Section, "Section Expenses", and any additional categories of Common Charges necessary for the expenses exclusively of an individual Unit, "Unit Expenses"). Notwithstanding the foregoing, to the extent that there are any Section Expenses, such expenses shall be borne and paid for exclusively by the Unit Owner(s) of the Units in such Section, and to the extent that there are any Unit Expenses, such expenses shall be borne and paid for exclusively by the Unit Owner(s) incurring such expenses.

ARTICLE 10
USE OF BUILDING AND UNITS

As more particularly set forth in the By-Laws, the Units may be used for any lawful residential purposes, subject, however, to (1) the terms and conditions of the then existing

certificate of occupancy for such Unit and (2) applicable governmental laws and regulations.

ARTICLE 11
PERSON TO RECEIVE SERVICE

The Secretary of State of the State of New York, having an address at One Commerce Plaza, 99 Washington Avenue, Albany, NY 12231, is hereby designated to receive service of process in any action which may be brought against the Condominium. The Secretary of State shall be directed to mail a copy of any process served to the AvalonBay Communities, Inc., 671 North Glebe Road, Arlington, Virginia 22203, Attention: Legal Department and to MD Sheepshead Bay LLC, c/o Muss Development LLC, 118-35 Queens Boulevard, Forest Hills, NY 11375 or to any such other address as designated by the Condominium or the Condominium Board.

ARTICLE 12
DETERMINATION OF PERCENTAGE INTERESTS IN COMMON ELEMENTS

The percentage of interest in the Common Elements applicable to each Unit, as shown on Exhibit B, was determined pursuant to Section 339-i(1)(iv) of the Condominium Act, and is based upon the approximate proportion that the floor area of each Unit at the date of the Declaration bears to the then-aggregate floor area of all of the Units, but such proportion shall reflect the substantially exclusive advantages enjoyed by one or more but not all Units in a part or parts of the Common Elements. The Common Interest of each unit is set forth on Exhibit B annexed hereto. The aggregate Common Interest for all Units is 100%.

ARTICLE 13
ENCROACHMENTS

If (a) any portion of the Common Elements encroaches upon any Unit or upon any other Common Element, (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements or (c) any such encroachments shall hereafter occur as a result of (i) settling or shifting of the Building, (ii) inadvertently by any Alteration, repair or restoration of the Common Elements made by or with the consent (when required by the By-Laws) of the Condominium Board, or made by the Base Unit Owner or Tower Sponsor in accordance with this Declaration or the By-Laws or (iii) any Alteration, repair or restoration of the Building (or any portion thereof) or of any Unit or Common Element after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements; then, in any such event, a valid easement shall exist for such encroachment and for the Maintenance of the same as long as the Building shall stand.

ARTICLE 14
ACCESS TO COMMON ELEMENTS; EASEMENTS

14.1 Easements Over Common Elements.

14.1.1 Except as otherwise expressly set forth in this Declaration or the Condominium By-Laws (or in any applicable Sub-By-Laws):

14.1.1.1 each Unit Owner will have, in common with all other Unit Owners and each Unit will be subject to, an easement for the use of the General Common Elements located anywhere on the Property without hindering the exercise of or encroaching upon the rights of the other Unit Owners in respect of such easement, including, but not limited to, such easement as will be necessary to Maintain such Unit Owner's Unit;

14.1.1.2 each Tower Unit Owner will have, in common with all other Tower Unit Owners, an easement for the use of the Tower Common Elements and any facilities located therein, including, but not limited to, such easement as will be necessary to operate and Maintain, as necessary, such Tower Unit Owner's Unit, and the Tower Board, on behalf of all Tower Unit Owners, shall have an easement to Maintain, and to make repairs and Alterations to, the Tower Common Elements; and

14.1.1.3 each Subdivided Base Unit Owner will have, in common with all other Subdivided Base Unit Owners, an easement for the use of the Base Common Elements and any facilities located therein, including, but not limited to, such easement as will be necessary to operate and Maintain, as necessary, such Subdivided Base Unit Owner's Unit, and the Base Board, on behalf of all Subdivided Base Unit Owners, shall have an easement to Maintain, and to make repairs and Alterations to, the Base Common Elements.

14.1.1.4 each Unit Owner shall have, in common with all other Unit Owners, an easement for the use of the General Common Elements and an easement for ingress and egress through the Units and the Building, as the case may be, and for the use of any Common Element, to the extent necessitated by an Emergency (subject to Section 6.13.1 of the By-Laws). Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

14.1.1.5 the Condominium Board shall have an easement over the Special Tower Common Elements to repair and Maintain the structure, the waterproof membrane, the drains, and the insulation of the terraces and balconies, and to install and move equipment and access the balconies and terraces so as to fulfill its obligation to wash the outside of the windows of each Unit.

14.1.1.6 the Condominium Board shall have an easement over the corridor on the 20th Floor which is part of the Tower Common Elements in order to access the roof on the 20th Floor, which is a General Common Element.

14.1.2 Each Unit and the General Common Elements shall be subject to an easement in favor of the Condominium Board, on behalf of all Unit Owners, to use, operate, Maintain, repair, alter and rebuild all General Common Elements located in such Unit or elsewhere on the Property.

14.1.3 Each Unit and the Limited Common Elements within a Section shall be subject to an easement in favor of the Sub-Board of such Section, on behalf of all Unit Owners in

such Section, to use, operate, Maintain, repair, alter and rebuild all Limited Common Elements located in such Unit or elsewhere in the Section (and, with respect to the Tower Section, such easement shall also be in favor of the Tower Sponsor).

14.1.4 The Condominium Board, the Base Unit Owner and the Tower Sponsor (and the Sub-Boards, as applicable) shall each have the right to erect scaffolding and other site safety equipment (including, but not limited to netting or sidewalk bridges) on or upon any of the terraces (except that only the Tower Board shall have the right to erect the same on the Tower Section terraces) or over the sidewalks around the Property for a temporary period of time in connection with Maintenance and repairs of the Building and its Common Elements; provided, however, that for (1) any scaffolding or other site safety equipment affecting the Tower Section or any terrace as to which the Tower Board has an exclusive easement, the following conditions shall apply: (x) the Tower Board shall be given no less than ten (10) days' notice and an opportunity to provide input and impose reasonable restrictions as to the timing and manner of such installations; (y) such installations shall be scheduled and erected in compliance with Laws; and (z) the party erecting such scaffolding or other site safety equipment shall use reasonable efforts to schedule and erect the same in a manner (taking into account the seasonability of the work) so as to minimize the impact and duration of the installations on the Tower Section; and (2) any scaffolding or other site safety equipment erected on or upon any terrace which is a part of the Base Section or the sidewalk immediately adjacent to the Base Section, the following conditions shall apply: (x) the Base Unit Owner or Base Board, if applicable, shall be given no less than ten (10) days' notice and an opportunity to provide input and impose reasonable restrictions as to the timing and manner of such installations; (y) such installations shall be erected in compliance with Laws; and (z) the party erecting such scaffolding or other site safety equipment shall use reasonable efforts to schedule and erect the same in a manner (taking into account the seasonability of the work) so as to minimize the impact and duration of the installations on the Base Section. Notwithstanding the foregoing and provided that the Condominium Board otherwise complies with the provisions set forth in this Article 14, the Tower Board shall have the authority, in its sole and absolute discretion, to grant to the Condominium Board, the right to erect scaffolding on the terraces appurtenant to the Tower Section without the consent of any individual Tower Unit Owners. The Tower Sponsor and Base Unit Owner (and the Sub-Boards, as applicable) shall reasonably cooperate with one another and with the Condominium Board in connection with the installation of such scaffolding.

14.1.5 To the extent there is space available for such use on the Roof, the Condominium Board shall have the right, in its sole discretion, to grant non-exclusive easements in favor of such telecommunications firm(s) as are selected by the Base Unit Owner, Tower Sponsor or Condominium Board, as applicable, over the General Common Elements as may be necessary to provide such telecommunications services and satellite dish services as may be described in such written agreements as may be entered into in connection with the installation, Maintenance, repair, replacement and removal of any and all communications equipment (the "Telecommunications Services") provided the use of such easement does not interfere with the use of the other Section or create any damage or adversely affect the aesthetics of the Property. In addition, such telecommunication firms, to the extent permitted by the Condominium Board, shall have an easement for access to each Unit and all Common Elements in furtherance of performing the Telecommunications Services. Each Unit Owner shall provide the Condominium Board and its contractors and employees with access to its Unit upon reasonable notice. The

foregoing easements shall be exercised in such manner as not to unreasonably disrupt the use by Unit Owners of their respective Units and any Limited Common Elements appurtenant thereto.

14.1.6 The Base Unit Owner, Tower Sponsor and the Condominium Board, shall have the right to grant such additional electric, gas, steam, ventilation or other easements for utilities or otherwise or relocate (within such party's Section or appurtenant Common Elements, as applicable) any easements in any portion of the Property, as the Base Unit Owner, Tower Sponsor, or the Condominium Board, as the case may be, shall deem necessary for the proper operation and Maintenance of the Building or any portion thereof, or for the general health or welfare of the owners, tenants and occupants of the appropriate Units, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the normal use of the tenants and occupants of the Units for their permitted purposes, and shall not result in the imposition of any mechanic's lien against any of the Units. Any utility company serving a Unit or the Common Elements, and its employees and agents, shall have the right of access to any Unit or the Common Elements in furtherance of such easement, provided such right of access shall be exercised in such manner as shall not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Units for their permitted purposes.

14.1.7 The Condominium Board, the Base Unit Owner and the Tower Sponsor shall have an easement to install, utilize, operate, Maintain, expand and relocate within the General Common Elements any utilities servicing the Units and/or the General Common Elements including, without limitation, all pipes, wires, ducts, cables, conduits, lines, service, connections and other apparatus and equipment for any electricity, gas, steam, heat, water, sewerage, telephone, cable, and other communications Facilities as are reasonably necessary or desirable to provide all utility services required by the Unit Owners or as may be required by Law or by the utility companies providing such services (the "Utility Facilities"), together with a non-exclusive or an exclusive right and easement, as the case may be, to utilize and receive services from the Utility Facilities. Notwithstanding anything to the contrary set forth herein, in no event shall either the Base Unit Owner or Tower Sponsor be permitted to utilize the risers in such amounts that would leave another Section with insufficient riser capacity for the normal operations of such Section.

14.1.8 All Permitted Users shall have a right and easement to use the ramps, stairways, entrances and exits constituting General Common Elements and any replacements thereof for the sole purpose of providing all Permitted Users a means of ingress and egress to and from the Land and their respective Units and an approach to and from the public street, subject to compliance with the provisions of the By-Laws.

14.1.9 The Storage Area and Storage Bins shall be subject to an easement for the benefit of the Condominium Board, the Tower Board, the Base Board and licensees of the Storage Bins, as applicable. The Tower Board shall license five (5) Storage Bins and the Base Board shall license eleven (11) Storage Bins, as shown on Exhibit I annexed hereto.

14.1.10 The surface parking area shall be subject to an easement for the benefit of the Condominium Board, the Tower Board, the Base Board, and licensees of the surface parking spaces, as applicable, in accordance with Exhibit H hereto.

14.2 Easements with Respect to Renovations, Alterations, Replacements and Repairs.

14.2.1 The Base Unit Owner, Tower Sponsor, and their successors, assigns, invitees, licensees, contractors, employees and tenants, shall have an easement in, on, over and across all areas of the Property for ingress to and egress from all land areas of the Property and the use thereof for (a) renovation of the Building, or any part thereof, (b) the inspection, Maintenance and performance of Alterations, replacements, and repairs in or about Units owned the Base Unit Owner or Tower Sponsor, or the Limited Common Elements appurtenant to the Unit(s), as applicable, and (c) fulfilling the Base Unit Owner or Tower Sponsor's obligations under any Offering Plan as may be promulgated by such party for the Property or any portion thereof (the "Plan") and (d) the leasing and sale of all or any portion of the Building and for any other lawful purpose provided (i) the acting party repairs any resulting damage to the Unit(s) or Common Elements, as the case may be, and restores the damaged portion to substantially the condition it was in prior to such entry, (ii) the acting party provides reasonable prior notice to the owners of the Unit to which access is required, or the Condominium Board in the case of the General Common Elements, and (iii) the work will not unreasonably interfere with the other Units.

14.2.2 The Tower Sponsor (or Tower Board, as applicable) and the Condominium Board shall reasonably cooperate with the Base Unit Owner and its successors, assigns, invitees, licensees, contractors, employees and tenants, to provide to Base Unit Owner (a) ingress to and egress from all land areas of the Property and the use thereof for renovation of the Base Unit or any part thereof to the extent the Tower Sponsor (or Tower Board) is involved in the construction, (b) the ability to inspect, Maintain and perform Alterations, replacements and repairs in or about the Base Section, provided (i) Base Unit Owner repairs any resulting damage to any Unit or Common Elements, as the case may be, and restores the damaged portion to substantially the condition it was in prior to such entry, (ii) Base Unit Owner provides reasonable prior notice to owners of the Unit(s) to which access is required, or the Condominium Board in the case of the General Common Elements, and (iii) the work will not unreasonably interfere with the other Units.

14.2.3 Base Unit Owner and the Condominium Board shall reasonably cooperate with the Tower Sponsor (or Tower Board, as applicable) and its successors, assigns, invitees, licensees, contractors, employees and tenants, to provide to Tower Sponsor (a) ingress to and egress from all land areas of the Property and the use thereof for renovation of the Tower Section or any part thereof, (b) the ability to inspect, Maintain and perform Alterations, replacements and repairs in or about the Tower Section, provided (i) Tower Sponsor repairs any resulting damage to any Unit or Common Elements, as the case may be, and restores the damaged portion to substantially the condition it was in prior to such entry, (ii) Tower Sponsor provides reasonable prior notice to owners of the Unit(s) to which access is required, or the Condominium Board in the case of the General Common Elements, and (iii) the work will not unreasonably interfere with the other Units.

14.3 Easements Within a Section.

14.3.1 Each of the Base Unit Owner and Tower Sponsor shall have the right, in accordance with the provisions of the Condominium By-Laws, to make (or to allow its Permitted

Users to make) reasonable quantities of penetrations in floor slabs that constitute a Common Element or part of its Section, as part of an Alteration or Maintenance and repair and which separates two floors both of which are wholly owned by the Base Unit Owner or Tower Sponsor, as the case may be, provided that such proposed penetration will not adversely affect the structural integrity of the Building or invalidate any roof guaranty or adversely affect a Unit Owner's use and occupancy of its Unit.

14.4 The Condominium Board shall, if any question arises, determine the purpose for which a General Common Element is intended to be used. The Condominium Board shall have the right to regulate access to General Common Elements and to promulgate and amend, as it deems necessary, rules and regulations scheduling the use of General Common Elements, and limiting the use of General Common Elements to Unit Owners, their tenants, licensees, invitees, clients, guests and employees, as well as providing for the exclusive use of a General Common Element by a Unit Owner and such Unit Owner's guests, for special occasions (for example and without limitation, licensing a portion of the amenity space to a Unit Owner or tenant of an apartment to host an event for several hours on a particular day) (such rules and regulations, the "General Rules and Regulations"). Such use shall be on a first-come, first-served basis and may be conditioned upon, among other things, the payment by the Unit Owner (or other Person or entity) seeking such use, and the assessment or license fee as may be established by the Condominium Board for the purpose of defraying the costs of such use, provided, however, such assessment or license fee shall be consistent with policies and procedures adopted by the Condominium Board and shall be consistently applied to all Unit Owners and all tenants of all apartments, and provided further, as set forth in Section 2.2 of the By-Laws, the Board may not enact rules or regulations or perform any act that would discriminate against any Unit Owner or the tenants of that owner's Unit in connection with the same.

14.5 Each of the Unit Owners shall have (i) a permanent pedestrian easement across Block 7459 Lot 102, and (ii) a right of way for emergency vehicles in the event of an Emergency.

14.6 To the extent any such space is available on the Roof, and subject to the consent of the Condominium Board, the Base Unit Owner, Tower Sponsor and each Sub-Board shall each have an easement to install and Maintain Satellite Antennae of a reasonable size on those portions of the Roof of the Building (i.e., the Roof on which the Cooling Tower is located) as more particularly set forth herein.

14.6.1 In no event may the Satellite Antennae installed by any party cause signal interference with any antennae or other equipment installed by the Base Unit Owner, Tower Sponsor, the Condominium Board or the Sub-Boards.

14.6.2 Installation of any such Satellite Antenna shall in all events (a) be in compliance with applicable Law and (b) subject to the "relocation" at the installing party's sole cost and expense, and (c) the installing party shall, at its own cost and expense, Maintain all such Satellite Antenna and any portion of the Common Elements used in connection therewith to the extent the Maintenance is a result of the installation or use of such Satellite Antenna.

14.6.3 Any relocation of the Satellite Antenna shall be performed in such manner

as to minimize the interference with the use of such Satellite Antenna by the other Unit Owners and shall not impair the services provided or type of equipment used, prior to such relocation of the Satellite Antenna. The exercise of the rights granted and obligations set forth in this Section 15.10 with respect to the installation, Maintenance, operation or relocation of any Satellite Antenna as aforesaid or as provided elsewhere in the Declaration or Condominium By-Laws (i) shall not result in the imposition of any mechanic's or other monetary lien against any Unit; and (ii) shall be in compliance with applicable Law, this Declaration and the Condominium By-Laws.

14.7 Access Conduct Standards.

14.7.1 All easements and rights of access described in this Article 14 shall be exercised by the party or parties entitled to exercise such easements or rights of access (the "Exercising Party") in such a manner as will not unreasonably interfere with the tenants and occupants of the Units or with the use of the Units for their permitted purposes, and each Unit Owner whose Unit is subject to the easements and rights of access described in this Article shall be reimbursed for reasonable actual out-of-pocket costs to repair damages to the affected Unit and to pay for any additional security measures reasonably required by the Owner of such Unit (the "Impacted Owner") as a result of the exercise of the easement and right of access hereunder (all such costs, collectively, the "Access Costs").

14.7.2 All entries made pursuant to the easements granted in this Article 14 shall be permitted on reasonable notice, but in no event less than five (5) Business Days' notice to the Impacted Owner, except that no notice will be necessary in the case of an Emergency in which event, the Exercising Party shall give such notice (which may be verbal) as is practicable given the nature of the Emergency.

14.7.3 The Exercising Party shall reimburse the Impacted Owner within thirty (30) days of demand therefor, for the Impacted Owner's Access Costs, which demand shall be accompanied by reasonable evidence of such Access Costs. In the event the Exercising Party fails to pay the Access Costs within said thirty (30) day period, the Impacted Owner shall be entitled to interest on the Access Costs at the Default Rate, together with all rights at equity and at law.

14.7.4 To the extent the Condominium Board is responsible for any costs and expenses, including, without limitation, under this Article 14, such costs shall be allocated to the Unit Owners as General Common Expenses.

14.7.5 Any easements granted to any party under this Declaration and the By-Laws may be exercised by a party's employees, agents, contractors, and tenants, as the case may be, to the extent necessary to effectuate the purpose for the easement or as otherwise authorized by the Unit Owner or Condominium Board, provided such right of access shall be exercised in such manner as shall not unreasonably interfere with the normal use of the tenants, occupants or Permitted Users of the Units.

14.7.6 Notwithstanding the foregoing, if the exercise of the easements and rights of access described in this Article is required in order to remove or cure a violation or to cure a

default hereunder or under the By-Laws or any rules and regulations adopted by the Condominium Board caused by the Impacted Owner or its tenants or for the purpose of correcting any conditions originating in such Impacted Owner's Unit and threatening the other Units or all or any part of the Common Elements, such Impacted Owner shall be responsible for all said costs and expenses and any work performed in connection therewith, and the Impacted Unit Owner shall not be entitled to reimbursement for Access Costs.

14.8 Any dispute by and among the Base Unit Owner, Tower Sponsor, Sub-Boards and/or the Condominium Board as to the nature, scope or interpretation of the easements and rights granted in this Article 14, and with regard to whether such easements or rights are appropriate taking into consideration the standards present in Comparable Buildings, shall be resolved by Arbitration.

ARTICLE 15
NAME OF CONDOMINIUM

15.1 The Condominium and the Building shall be designated and known as the "Sheepshead Bay Road Condominium." Declarant shall own and control all rights and interests in and to the name of the Condominium and Building, including the right to apply for any state trademark and prosecute to registration any federal trademark applications, and shall be responsible for all obligations and liabilities, including those in furtherance of protecting, policing and Maintaining any applicable trademark rights, which may include litigating against those whom Declarant believes may be infringing such rights. Upon mutual agreement, the Base Unit Owner and Tower Sponsor may change or assign the name of the Condominium and/or the Building.

ARTICLE 16
POWER OF ATTORNEY TO THE CONDOMINIUM BOARD

16.1 Each Unit Owner shall grant to the persons who shall from time to time constitute the Condominium Board an irrevocable power of attorney, coupled with an interest (in such form and content as the Condominium Board shall determine) following due authorization (if required) from the Unit Owner (a) to foreclose upon, take a deed in lieu of or otherwise acquire and lease, convey, mortgage or otherwise dispose, pledge and deal with any Unit pursuant to the exercise of the lien for Common Charges on behalf of the Condominium Board or as to any Unit that is conveyed to the Condominium Board pursuant to Real Property Law Section 339-x if and only to the extent permitted by the provisions of the Declaration and By-Laws; (b) to execute loan documents and grant security to a lender in connection with a loan that is otherwise permitted by the Declaration and By-Laws; (c) to amend the Declaration as might be permitted to be done by the Base Unit Owner, the Tower Sponsor or the Board in the effectuation of rights granted by the Declaration to do so; (d) to make ministerial corrections in the Declaration or such changes in the Declaration as might be required by the terms hereof; and (e) to execute, acknowledge and deliver any declaration or other instrument affecting the entire Building which the Condominium Board deems reasonably necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority or governmental authority, applicable to the Maintenance, demolition, construction, Alteration,

repair or restoration of the entire Building or any consent, covenant, restriction, or easement, or any amendment thereto, affecting the entire Building or the Common Elements which the Condominium Board deems necessary or appropriate. The form of power of attorney may, in the discretion of the Condominium Board, confirm or establish the powers of attorney granted by Unit Owners to each other to amend the Declaration as described herein.

16.2 Each Tower Unit Owner shall grant to the Tower Sponsor an irrevocable power of attorney coupled within interest and granted for valuable consideration, to (a) execute, acknowledge and deliver any application, declaration, document or other instrument affecting the Condominium that the Tower Sponsor deems necessary or appropriate to comply with any law, zoning resolution, or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority or governmental authority applicable to the rehabilitation, Maintenance, demolition, Alteration, restoration, or repair of the Property or any part thereof and (b) amend the Declaration to effectuate the rights granted to such party under the Declaration, the By-Laws or the Offering Plan.

16.3 Without limiting Sections 16.1 and 16.2, each Tower Unit Owner shall grant to the persons who shall from time to time constitute the Tower Board and each Subdivided Base Unit Owner shall grant to the persons who shall from time to time constitute the Base Board, an irrevocable power of attorney, coupled with an interest (in such form and with such content as the applicable Sub-Board shall determine) to: (a) to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to Units, including retaining counsel and taking any other actions which such Board deems necessary or appropriate (a "Required Action"), provided that each Unit Owner shall have the right to file a grievance to appeal its own taxes independent of the Sub-Board and provided, however, that no Unit Owner shall take any action or fail to take a Required Action, the result of which is to jeopardize the property tax deduction, abatements, or other property tax benefits of any other Unit Owner; (b) acquire or lease on behalf of all Unit Owners within such Section any Unit within such Section, together with its Appurtenant Interests, whose owner desires to sell, convey, transfer, assign or lease the same; (c) acquire on behalf of all Unit Owners within such Section any Unit within such Section, together with its Appurtenant Interests, whose owner elects to surrender the same pursuant to the terms of the applicable Sub-By-Laws; (d) purchase or otherwise acquire any Unit within such Section, together with its Appurtenant Interests, which becomes the subject of a foreclosure or other similar sale, or with respect to which liens for real estate taxes are being sold, in each case on such terms and at such price or rental, as the case may be, as the attorneys-in-fact deem proper, in the name of the applicable Sub-Board or its designee (corporate or otherwise), on behalf of all Unit Owners within such Section, and after any such acquisition or leasing, to manage, convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote the Common Interests appurtenant to) any such Unit so acquired by them, or to sublease any such Unit so leased by them without the necessity of further authorization by the applicable Unit Owners of such Section or any other Person, on such terms as the attorneys-in-fact may determine; and (e) execute, acknowledge and deliver: (A) any declaration or other instrument affecting the applicable Section which the applicable Sub-Board deems necessary or appropriate to comply with any Laws applicable to the Maintenance, demolition, construction, Alteration, repair, or restoration of the applicable Section, or (B) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting only the applicable Section which the applicable Sub-Board, in its reasonable discretion, deems necessary or

appropriate. Each Tower Unit Owner shall also grant to Tower Sponsor and each Subdivided Base Unit Owner shall also grant to Base Unit Owner, in each instance, such power of attorney, if any, providing for such purposes as may be set forth, respectively, in the Tower By-Laws and Base By-Laws.

ARTICLE 17
COVENANTS RUNNING WITH THE LAND

17.1 All provisions of this Declaration, the Condominium By-Laws and the General Rules and Regulations (and in the case of a Tower Unit, the Tower By-Laws and Tower Rules and Regulations, and in the case of a Subdivided Base Unit, the Base By-Laws and the Base Rules and Regulations), as may be adopted and amended from time to time, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Unit Owners and all the occupants, and their heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the Condominium By-Laws and the General Rules and Regulations, as they may be amended from time to time (and, with respect to the Tower Section, the Tower By-Laws and Tower Rules and Regulations, and with respect to the Base Section, the Base By-Laws and the Base Rules and Regulations).

17.2 The acceptance of a deed or conveyance, or the succeeding to title to, the acquisition of any interest in, or the entering into a lease, sublease or license for, or the act of occupancy of, all or any portion of any Unit by any person shall constitute an agreement that the provisions of this Declaration, the Condominium By-Laws, the General Rules and Regulations, (and in the case of a Tower Unit, the Tower By-Laws and Tower Rules and Regulations and in the case of a Subdivided Base Unit, the Base By-Laws and the Base Rules and Regulations), as any of the same may be adopted and amended from time to time, are accepted, ratified and will be complied with by such Unit Owner, tenant, or occupant or other party, 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 or Common Element, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease or license thereof.

17.3 If any provision of this Declaration or the other Condominium Documents is invalid under, or would cause this Declaration and the other Condominium Documents to be insufficient to submit the Property to the provisions of, the New York Condominium Act, such provision shall be deemed deleted from this Declaration or the other Condominium Documents, as applicable, for the purpose of submitting the Property to the provisions of the New York Condominium Act but shall nevertheless be valid and binding upon and inure to the benefit of the Unit Owners and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable Law to the extent permitted under such applicable Law with the same force and effect as if, immediately after the recording of this Declaration, all Unit Owners had

signed and recorded an instrument agreeing to each such provision as a covenant running with the Land. If any provision which is necessary to cause this Declaration and the other Condominium Documents to be sufficient to submit the Property to the provisions of the New York Condominium Act is missing herefrom or therefrom, then such provision shall be deemed included as part hereof or thereof, as the case may be, for the purposes of submitting the Property to the provisions of the New York Condominium Act.

ARTICLE 18
AMENDMENTS OF DECLARATION

18.1 Except as otherwise provided in this Article 18 or in the By-Laws or except as may otherwise be required by Law, no provision of this Declaration may be amended, modified, added to, or deleted without the vote of 66 2/3% of the Common Interest of all Unit Owners and consented to in writing by the AVB Mortgagee to the extent required under the AVB Mortgage (provided, however, that if such 66 2/3% need not include the vote of the Tower Unit Owners or the Base Unit Owner, the amendment may not have an adverse effect on the Base Unit Owner or the Base Unit or the Tower Unit Owners or the Tower Unit, as the case may be). No such amendment, modification, addition, or deletion shall be effective until executed and recorded in the City Register's Office.

18.2 Notwithstanding the provisions set forth in Section 18.1 above, any provision of the Declaration benefiting, protecting or otherwise affecting only one Section and not adversely affecting the other Section or Unit Owner(s) may be added to, amended, modified or deleted by such affected party (the "Amending Party") without the consent of the Condominium Board or the other Unit Owner(s), the Base Unit Owner, the Tower Sponsor, or the Sub-Board (as applicable) not adversely affected thereby (each a "Non-Amending Party", as appropriate, and collectively, the "Non-Amending Parties"), and upon a vote of 66 2/3% of the Common Interest of the Unit Owners of the Amending Party, except that no such amendment, modification, addition or deletion to the Declaration (the "Proposed Amendment") shall be effective (x) unless the Amending Party shall have provided the Non-Amending Parties with a copy of the Proposed Amendment at least thirty (30) days prior to the date that the Amending Party intends to submit the Proposed Amendment to the City Register's Office along with a certification that such Proposed Amendment does not adversely affect the other Section or the General Common Elements, and (y) until recorded in the City Register's Office. Any Proposed Amendment to be made pursuant to this Section 18.2 shall be executed by the Condominium Board as attorney-in fact for the Unit Owners, coupled with an interest, and the Condominium Board is hereby authorized by such Unit Owners so to act as their attorney in-fact for such purpose. Any dispute between a Non-Amending Party with respect to whether such Proposed Amendment adversely affects such Non-Amending Party shall be settled by Arbitration in accordance with the provisions of Article 14 of the By-Laws; provided, however, that no such dispute with respect to whether the Proposed Amendment (or any provision thereof) adversely affects a Non-Amending Party shall be deemed to exist unless the objecting party specifies the grounds for its objection in writing to the other party and the Condominium Board within ten (10) Business Days of receipt by it of notice of such Proposed Amendment.

18.3 No Permitted Mortgagee shall unreasonably withhold or delay its consent for the Base Unit Owner or Tower Sponsor or member of the Condominium Board or any Sub-Board, as

applicable, to vote on any modification, addition, amendment or deletion of or to the Declaration or the By-Laws unless expressly provided for otherwise under its Permitted Mortgage.

18.4 Each of the Base Unit Owner and Tower Sponsor shall have the right to amend the Declaration and By-Laws, as appropriate, without the consent of the other, for the purpose of subdividing its Section and reallocating its Limited Common Elements among such subdivided Units (such amendment, a "Subdivision Amendment"). The Subdivision Amendment shall provide (i) for the creation and operation of a board of managers (each a "Sub-Board") elected by and representing the resultant subdivided units ("Resultant Units"), (ii) for annual meetings for the owners of the Resultant Units, (iii) that any notice required to be made to a Unit Owner, shall with respect to the Resultant Units, be made to the Sub-Board, except as may be otherwise prohibited by Law and that any failure to give additional notice to the owners of the Resultant Units shall not affect the validity of any notice properly given to the Sub-Board, (iv) that any consents, approvals, determinations or actions required to be made by the Unit Owner so subdividing shall be made by the Sub-Board on behalf of the owners of the Resultant Units (each a "Resultant Unit Owner" and collectively, the "Resultant Unit Owners") in accordance with the terms of the Declaration and the By-Laws, as so amended (e.g. designation of Condominium Board members), and (v) in the event that any Resultant Unit Owner directly brings an action under this Declaration or the Condominium By-Laws or the Offering Plan against any Unit Owner or the Condominium Board, the Sub-Board agrees to indemnify and defend such Unit Owner or the Condominium Board against all such actions and expenses arising therefrom or in connection therewith, including, without limitation, reasonable attorneys' fees and disbursements. A Subdivision Amendment must contain a copy of the Sub-By-Laws for the Resultant Units. The Subdivision Amendment shall be in all respects, consistent with the terms of the By-Laws and this Declaration. In the event that there is any conflict between this Declaration, the Condominium By-Laws and the Subdivision Amendment, the Declaration and Condominium By-Laws shall will control. For the avoidance of doubt, and notwithstanding anything to the contrary contained herein or in the By-Laws, any consents, approvals, determinations or actions required to be made by the Unit Owner so subdividing shall be made by the Sub-Board on behalf of the owners of the Resultant Units pursuant to the By-Laws unless otherwise required by Law. Once the Tower Section has been subdivided into the initial fifty six (56) Tower Units, the Tower Sponsor shall have the right to further subdivide the Tower Units in accordance with this Section 18.4.

18.5 Notwithstanding anything to the contrary contained herein, the Base Unit Owner and the Tower Sponsor, as applicable, may amend the Declaration without the consent of the other or any Unit Owner(s), but upon at least ten (10) days written notice to the other and the Condominium Board, to correct or supplement any patent mistakes, inconsistencies or scrivener's errors herein.

18.6 Each amendment to this Declaration or By-Laws must be signed and acknowledged in accordance with the legal requirements for recording such an amendment, and shall not be effective, binding or enforceable until recorded in the New York City Register's Office for New York County. In addition, a copy of this Declaration and the By-Laws and any amendments thereto shall be filed with the New York State Department of State.

18.7 Any conflicts with respect to this Article 18 shall be resolved by Arbitration.

ARTICLE 19
TERMINATION OF CONDOMINIUM

19.1 The Condominium shall continue and the Property shall not be subject to an action for partition until: (a) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in the Condominium By-Laws; or (b) such time as withdrawal of the Property from the provisions of the New York Condominium Act is authorized by: (i) if each of the Sections is owned in its entirety by one Person, the unanimous vote of the Unit Owners; (ii) if only one Section is owned in its entirety by one Person, then the affirmative vote of the Owner of such Section and the affirmative vote of 80% in number and in Common Interest of the Unit Owners of the other Section (it being understood that if the Base Section or Tower Section has been subdivided, then the Sub-Board of such Section shall at its sole cost and expense individually obtain and thereafter deliver to the Condominium Board the vote of such Unit Owners in such subdivided Section); and (iii) if neither Section is owned in its entirety by one Person, then the affirmative vote of 80% in number and in Common Interest of all Unit Owners (it being understood the Sub-Board of each Section shall at its sole cost and expense individually obtain and thereafter deliver to the Condominium Board the vote of the Unit Owners in its subdivided Section). No such vote shall be effective, however without the written consent (which consent shall not be unreasonably withheld or delayed) of a majority of the Tower Mortgagee Representatives, if any.

19.2 To the fullest extent permitted by Law, each Unit Owner shall be deemed to have waived any right to seek partition of the Property. In the event withdrawal of the Property from the provisions of the New York Condominium Act is authorized as aforesaid, and only to the extent the waiver contained in the preceding sentence shall be inapplicable or unenforceable, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the Net Proceeds of Sale, together with the net proceeds of any applicable insurance policies, shall be divided among all Unit Owners in proportion to their respective Common Interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of its share of such funds, such amounts as may be necessary to discharge all unpaid liens on its Unit (other than mortgages which are not the AVB Mortgage or a Permitted Mortgage) in the order of the priority of such liens.

ARTICLE 20
WAIVER

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

ARTICLE 21
CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

ARTICLE 22
CERTAIN REFERENCES

22.1 A reference in this Declaration to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural and vice versa, unless the context otherwise requires.

22.2 The terms "herein," "hereof" or "hereunder" or similar terms used in this Declaration refer to this entire Declaration and not to the particular provision in which the terms are used, unless the context otherwise requires.

22.3 Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Declaration.

22.4 When used in this Declaration or the By-Laws, the terms "now," the "date hereof" or the "date of this Declaration" shall mean the date on which this Declaration is filed in the Office of the New York City Register, New York County. The term "hereafter" when used in this Declaration or the By-Laws shall mean after the date on which this Declaration is filed in the Office of the New York City Register, New York County.

22.5 Whenever in the Declaration or the By-Laws the term "including" is used, it shall be deemed to mean "including, without limitation," whether or not so stated.

22.6 Wherever there is a requirement in the Declaration or the By-Laws that a consent or approval of a party hereto not be "unreasonably withheld" or words of similar import, such terms shall be construed as if followed by the phase "conditioned or delayed" whether or not so stated.

22.7 The term "Law", "laws" and/or "regulations of governmental authorities" and words of like import shall mean the laws, statutes, treaties, rules, codes, ordinances, regulations of any or all of the federal, state, city, county and local governments and rules, regulations, orders and/or directives of any or all departments, subdivisions, bureaus, agencies or offices thereof, or of any other governmental, public or quasi-public authorities having jurisdiction over the Condominium, the Property or any part thereof, including Common Elements and the Units, and/or the direction of any public officer pursuant to any such laws, and, to the extent a Unit Owner and/or the Condominium Board, the Property or any part thereof, including any Unit of any part of the Common Elements, as the case may be, is bound thereby or subject thereto, any judgments, decrees, injunctions, writs, orders, notices of violation or like action of any such governmental authorities.

22.8 The term "requirements of insurance bodies" and words of like import shall mean rules, regulations, orders and other requirements of the New York Board of Fire Underwriters and/or the New York Fire Insurance Rating organization and/or any other body performing the same or similar functions and having jurisdiction or cognizance of the Condominium and/or the Property or any part thereof, including any Unit or any part of the Common Elements.

22.9 All references to the "By-Laws" in this Declaration shall include the Rules and Regulations promulgated thereunder, unless the context otherwise requires.

ARTICLE 23
SEVERABILITY

If any provision of this Declaration or the By-Laws is invalid under, or would cause this Declaration and 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 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. If any provision which is necessary to cause this Declaration and 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 part of this Declaration or the By-Laws, as the case may be, for the purposes of submitting the Property to the provisions of the Condominium Act.

ARTICLE 24
COVENANT OF FURTHER ASSURANCES

24.1 Any party which is subject to the terms of this Declaration, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or officer of the Condominium Board or otherwise, shall, upon prior reasonable written request at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action as such other party may reasonably request to effectuate the provisions of this Declaration or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

24.2 If any Unit Owner or any other party which is subject to the terms of this Declaration fails, within ten (10) days after request therefor, to execute, acknowledge or deliver any instrument, or to take any Required Action which the Condominium Board, Unit Owner or party is required to execute, acknowledge and deliver or to take pursuant to this Declaration, then the Condominium Board is hereby authorized, as attorney-in-fact for such Unit Owner or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action in the name of such Unit Owner or other party and such document or action shall be binding on such Unit Owner or other party. Any objection by a Unit Owner as to whether or not a request pursuant to this Section 24.2 constitutes a Required Action shall be resolved by Arbitration. In the event the arbitrator determines that the action in question is a Required Action, then the Condominium Board is hereby authorized to act as attorney in fact for such Unit Owner or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action in the name of the Unit Owner or other party and such document or action shall be binding on such Unit Owner or other party.

24.3 If any Unit Owner, the Condominium Board or any other party which is subject to

the terms of this Declaration fails, within ten (10) days after request therefor, to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner or party is required to execute, acknowledge and deliver pursuant to this Declaration at the request of the Base Unit Owner, Tower Sponsor or their respective designees, then the Base Unit Owner, Tower Sponsor and their designees are hereby authorized, as attorney-in-fact for such Unit Owner or other party, coupled with an interest, to execute, acknowledge and deliver such instrument or to take such action in the name of such Unit Owner or other party and such document or action shall be binding on such Unit Owner or other party, as the case may be.

24.4 Each Unit Owner shall have the affirmative duty to Maintain its respective Unit and its appurtenant Limited Common Elements in accordance with the standard Maintained in Comparable Buildings and in such a manner so as to reasonably prevent and avoid inflicting an adverse effect (other than effects inherent in the operation of such Unit for the purposes contemplated under this Declaration or the By-Laws in accordance with the operation of Comparable Buildings) on another Unit, the Common Elements or the Building. In the event any Unit Owner fails to make any payments required under the terms of this Declaration and the By-Laws, or causes or permits any condition, or fails to take any action to prevent a condition, that has an adverse effect on another Unit, or any Common Elements or the Building (the "Defaulting Unit Owner"), the Condominium Board shall give written notice to the Defaulting Unit Owner and to the AVB Mortgagee in accordance with Article 7 of the By-Laws, including a request that the Defaulting Unit Owner take specific steps to remedy such a condition ("Remedy Notice"). If the Defaulting Unit Owner fails to remedy the condition within thirty (30) days after the receipt of the Remedy Notice, or, if the condition is such that it cannot be remedied within thirty (30) days, fails to commence and diligently pursue, within such thirty (30) day period, such appropriate remedies, including, without limitation, such remedies as are available thereto as landlord under any lease, to enforce landlord's obligations under a lease, if applicable, the Condominium Board may, upon ten (10) Business Days (or such shorter time that the Condominium Board reasonably determines is necessary to prevent irreparable damage in the event of an Emergency) additional notice to the Defaulting Unit Owner, enter into the Unit or applicable Common Element and affect a reasonable remedy, at the Defaulting Unit Owner's sole cost and expense. In the event a Unit Owner reasonably believes another Unit Owner has caused, permitted, or failed to prevent a condition that has an adverse effect on its Unit, the first Unit Owner may request that the Condominium Board send a Remedy Notice. If the Condominium Board fails or otherwise determines not to send the Remedy Notice, the Unit Owner shall have all rights to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such condition or breach and to seek reimbursement for any costs or expenses incurred in connection therewith. Any such costs or expenses expended by the Condominium Board or a Unit Owner as aforesaid shall be the sole obligation of the Defaulting Unit Owner and deemed a Unit Owner Expense assessed against the Defaulting Unit Owner, as to which the Condominium Board will have the lien rights more particularly set forth herein.

24.5 Each Unit Owner and the Condominium Board shall indemnify, defend and hold harmless the other Unit Owner(s), their Permitted Users and the Condominium Board (collectively, the "Indemnitees") from all costs, damages and liabilities including, but not limited to, reasonable legal fees, incurred by the Indemnitees arising from or due to the gross negligence or willful misconduct of, or violations of the terms and conditions of, the Declaration or the By-

Laws by such Unit Owner or Condominium Board, however applicable.

ARTICLE 25
SUCCESSORS AND ASSIGNS

Except as set forth herein or in the By-Laws to the contrary, (i) the rights and/or obligations of the Base Unit Owner or its designee as set forth herein shall inure to the benefit of and be binding upon any successor or assign of Base Unit Owner or its designee and (ii) the rights and obligations of the Tower Sponsor or its designee shall inure to the benefit and be binding upon any successor or assignee of the Tower Sponsor or its designee.

ARTICLE 26
CONSENTS

Whenever the consent, approval, satisfaction or permission of Base Unit Owner or Tower Sponsor or their respective designees is required under this Declaration or the By-Laws, such consent, approval, satisfaction or permission will not be required when Declarant or such designee no longer owns any Unit.

ARTICLE 27
INCORPORATION BY REFERENCE

The terms, covenants, conditions, descriptions and other information contained in (i) the Property description annexed hereto as Exhibit A; (ii) the description of the Units annexed hereto as Exhibit B; (iii) the definitions annexed hereto as Exhibit C; (iv) the By-Laws annexed hereto as Exhibit D; (v) the Power of Attorney annexed hereto as Exhibit E; (vi) the Signage Rules annexed hereto as Exhibit F; (vii) the Form of Estoppel Certificate annexed hereto as Exhibit G; (viii) the Parking Requirements annexed hereto as Exhibit H; and (ix) the Storage Bins as annexed hereto on Exhibit I, are each incorporated herein by this reference and made a part of this Declaration as if set forth at length in the text hereof.

ARTICLE 28
NON RECOURSE

Except as otherwise expressly provided in the Declaration, the By-Laws or the General Rules and Regulations, in no event shall the Base Unit Owner, Tower Sponsor, nor any member nor any partner, member, shareholder, employee, director, officer, beneficiary, trustee, manager, agent or Affiliate of the Base Unit Owner, Tower Sponsor, any Unit Owner or any member or any officer of the Condominium Board representing the Base Unit Owner or Tower Sponsor, nor any partner, member, shareholder, employee, director, officer, manager, agent or Affiliate, beneficiary, trustee or any heir, legal representative or successor or assign of the foregoing have any personal liability for the payment or performance of the duties or obligations contemplated by the Declaration, the Condominium By-Laws or the General Rules and Regulations.

ARTICLE 29
DEVELOPMENT RIGHTS

The Property includes that portion of the unused floor area development rights

subsequently acquired or that may become available under the Zoning Resolution of the City of New York (the "Development Rights"), all of which, however, are hereby assigned and reserved to and shall inure to the benefit of the Condominium Board on behalf of all of the Unit Owners, which Development Rights may be utilized by the Condominium or any other party acquiring the same from the Condominium Board on behalf of all Unit Owners and merged into a zoning lot pursuant to the terms of a zoning lot development agreement or instrument ("ZLDA"). The Condominium Board, on behalf of all Unit Owners, has the sole right to transfer or sell such Development Rights, and the profits resulting from such transfer or sale shall be dispersed to the Unit Owners in accordance with their respective percentage interest in the Common Elements.

ARTICLE 30
SIGNAGE

30.1. The Base Unit Owner and Tower Sponsor shall each have the right to place identifying Signage on the exterior of the Building, in accordance with Exhibit F annexed hereto. Notwithstanding the foregoing, Tower Sponsor and the Base Unit Owner may use Signage on the exterior of the Building to advertise Units or apartments for sale or for rent; however, no individual Unit Owner (aside from the Base Unit Owner and Tower Sponsor) may advertise an apartment for sale or rent with a sign visible from the exterior of his/her Unit. All Signage must be of a first-class nature and must be consistent with that permitted in Comparable Buildings, and in no instance may include neon or illuminated signs. Replacement Signage by the Base Unit Owner or the Tower Sponsor (or the Tower Board, as applicable) shall not require the approval of the other Unit Owner (or Board, as applicable), provided the size and quality of the replacement Signage is compliant with the requirements herein, including as set forth on Exhibit F.

ARTICLE 31
ACQUISITIONS OF UNITS BY THE BOARDS

If: (a) any Tower Unit Owner or Subdivided Base Unit Owner surrenders its Unit to its applicable Sub-Board, together with its Appurtenant Interests pursuant to the provisions of Section 339-x of the New York Condominium Act; (b) the applicable Sub-Board, pursuant to the applicable Sub-By-Laws, acquires or leases a Unit, together with its Appurtenant Interests; or (c) a Sub-Board purchases, at a foreclosure or other similar sale, a Unit, together with its Appurtenant Interests, then, in any such event, title to any such Unit, together with its Appurtenant Interests, shall be held by the applicable Sub-Board or its designee, on behalf of all Unit Owners in the applicable Section, in proportion to their respective Common Interests. The lease or sublease covering any Unit leased or subleased by a Sub-Board or its designee shall be held by such Sub-Board or its designee, corporate or otherwise, on behalf of all Unit Owners in such Section proportion to their respective Common Interests.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the 13 day of January, 2016.

SHEEPSHEAD BAY ROAD OWNER, LLC,
a Delaware limited liability company

By: Sheepshead Bay Road Partner, LLC,
A Delaware limited liability company
as Managing Member

By: AvalonBay Communities, Inc.,
a Maryland corporation,
its Sole Member

By: _____
Name: Jon Vogel
Title: Vice President

STATE OF New York)
) ss.:
COUNTY OF New York)

On the 13 day of January, in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared **JON VOGEL**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in this capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

PETULA SHYU
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SH6229178
Qualified in Kings County
My Commission Expires October 14, 20 18

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EXHIBIT A

TO DECLARATION OF THE SHEEPSHEAD BAY ROAD CONDOMINIUM

BLOCK 7459

LEGAL DESCRIPTION

All that certain plot, piece or parcel of land, situate, lying and being in Brooklyn (Sheepshead Bay), Kings County, City and State of New York, being more fully bounded and described as follows:

BEGINNING at a point on the northerly line of Voorhies Avenue (60 foot wide right-of-way), said point being measured 453.51 feet on a course of south 81 degrees – 44 minutes – 52 seconds west from a point formed by the intersection of the northerly line of Voorhies Avenue with the westerly line of Sheepshead Bay Road (60 foot wide right-of-way) and from said beginning point running, thence, along the northerly line of Voorhies Avenue the following three (3) courses:

1. South 81 degrees – 44 minutes – 52 seconds west, a distance of 79.84 feet to a point, thence;

2. North 33 degrees – 01 minute – 23 seconds east, a distance of 15.97 feet to a point; thence;

3. South 81 degrees – 44 minutes – 52 seconds west, a distance of 78.06 feet to a point of non-tangent curvature, thence; along the dividing line between Lots 67 & 19, Block 7459 the following two (2) courses:

4. Along a curve to the left, having a radius of 1,408.70 feet, a central angle of 06 degrees – 54 minutes – 13 seconds, an arc length of 169.74 feet, bearing a chord of north 12 degrees – 31 minutes – 36 seconds east, a chord distance of 169.63 feet to a point of compound curvature, thence;

5. Along a curve to the left, having a radius of 1,447.00 feet, a central angle of 08 degrees – 32 minutes – 55 seconds, an arc length of 215.90 feet, bearing a chord of north 04 degrees – 48 minutes – 02 seconds east, a chord distance of 215.70 feet to a point of non-tangency, thence;

6. Along the dividing line between Lot 67 and Lot 94, Block 7459, south 88 degrees – 40 minutes – 03 seconds east, a distance of 54.00 feet to a point, thence; along the dividing line between Lot 67 and Lot 96, Block 7459 the following three (3) courses:

7. South 12 degrees – 11 minutes – 02 seconds east, a distance of 60.56 feet to a point; thence;

8. South 76 degrees – 33 minutes – 24 seconds east, a distance of 53,97 feet to a point, thence;

9. North 08 degrees – 02 minutes – 36 seconds east, a distance of 52,60 feet to a point, thence;

10. Along the common dividing line between Lots 67, 102 and 108, Block 7459, south 77 degrees – 02 minutes – 16 seconds east, a distance of 109.14 feet to a point, thence;

11. Along the dividing line between Lot 67 and Lot 108, Block 7459, South 55 degrees – 47 minutes – 10 seconds east, a distance of 60.01 feet to a point, thence;

12. Along the common dividing line between Lots 67, 27 & 30, Block 7459, South 33 degrees – 01 minute – 28 seconds west, a distance of 48.42 feet to a point, thence; along the dividing line between Lot 67 and Lot 30, Block 7459 the following four (4) courses:

13. South 29 degrees – 47 minutes – 23 seconds east, a distance of 50.70 feet to a point, thence;

14. North 60 degrees – 12 minutes – 37 seconds east, a distance of 0.75 feet to a point, thence;

15. South 48 degrees – 11 minutes – 54 seconds east, a distance of 16.63 feet to a point, thence;

16. North 60 degrees – 12 minutes – 37 seconds east, a distance of 49.01 feet to a point, thence;

17. Along the common dividing line between Lots 67, 34, 35 & 36, Block 7459, south 29 degrees – 47 minutes – 23 seconds east, a distance of 80.00 feet to a point, thence; along the dividing line between Lot 67 and Lot 146, Block 7459 the following two (2) courses:

18. South 60 degrees – 12 minutes – 30 seconds west, a distance of 14.10 feet to a point, thence;

19. South 08 degrees – 15 minutes – 07 seconds east, a distance of 104.21 feet to a point, thence;

20. Along the northerly line of Voorhies Avenue, south 81 degrees – 44 minutes – 52 seconds west, a distance of 10.97 feet to a point, thence;

21. Along the dividing line between Lot 67 and Lot 50, Block 7459, north 08 degrees – 15 minutes – 07 seconds west, a distance of 100.00 feet to a point, thence;

22. Along the common dividing line between Lots 67, 50, 51, 52, 53, 54, 56, 156, 59 and 61, Block 7459, South 81 degrees – 44 minutes – 52 seconds west, a distance of 190.98 feet to a point, thence;

23. Along the common dividing line between Lots 67, 61 and 63, Block 7459, South 33 degrees – 01 minute – 23 seconds west, a distance of 133.06 feet to the point and place of BEGINNING.

Premises known as 1501 Voorhies Avenue a/k/a 1501 Shore Parkway a/k/a 3287 Voorhies Avenue a/k/a 3287 Shore Parkway, Brooklyn, NY and designated as Block 7459, Lot 67 as shown on the Tax Map of the City of New York, County of Kings.

Together with all rights, title and interests of, in and to any streets and roads abutting the above described premises, to the center line thereof.

EXHIBIT B
TO DECLARATION OF THE SHEEPSHEAD BAY ROAD CONDOMINIUM

BLOCK 7459

DESCRIPTION OF UNITS

Unit	Approximate Size (square feet)	Limited Common Elements (square feet)	Tax Lot Number	Common Interest Percentage	Location in Building
BASE	171,895	4,389	1001	67.73%	Floors 3-19
TOWER	69,487	7,266	1002	32.27%	Floors 20-30
TOTALS	241,381	11,655		100%	

EXHIBIT B-1
TO DECLARATION OF THE SHEEPSHEAD BAY ROAD CONDOMINIUM

BLOCK 7459

SQUARE FOOTAGE BREAKDOWN BY FLOOR FOR MULTI-FLOOR UNITS

Unit	Floors	Unit Square Footage	Limited Common Elements
BASE	3	2,459	
	4	9,886	
	5	9,886	
	6	9,907	304
	7	9,907	304
	8	9,907	304
	9	9,907	304
	10	9,907	304
	11	9,907	304
	12	9,907	304
	14	9,907	304
	15	9,907	304
	16	9,907	304
	17	9,907	304
	18	9,907	304
	19	8,549	741
Total:		**171,895**	**4,389**

Unit	Floors	Square Footage	Limited Common Elements
TOWER	20	8,128	1,194
	21	8,134	552
	22	6,048	2,216
	23	6,043	552
	24	6,043	552
	25	6,043	552
	26	6,043	552
	27	6,043	552
	28	6,054	544
	29	6,016	544
	30	4,892	1,185
Total:		**69,487**	**8,995**

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EXHIBIT C

TO DECLARATION OF THE SHEEPSHEAD BAY ROAD CONDOMINIUM

BLOCK 7459

DEFINITIONS

For convenience of presentation, definitions of certain of the terms used in the Declaration are set forth below;

"Access Conduct Standards" shall refer to the standards described in Section 14.7 of the Declaration.

"Access Costs" is defined in Section 14.7.1 of the Declaration.

"Adversely affect", or "adverse effect", as used in the Declaration and By-Laws, shall mean, with respect to any action or proposed change and with respect to any Unit Owner or Owners, that such action or change could, if realized, (i) materially increase the Common Charges payable by such Unit Owner or Owners or materially increase such Unit Owner's non-monetary obligations under the Declaration and By-Laws, (ii) materially interfere with such Unit Owner's access to its Unit or Units, (iii) obstruct or degrade the view from the windows of such Unit Owner's Unit, (iv) materially adversely affect the ability of the Condominium Board to maintain the General Common Elements on par with Comparable Buildings, or (v) otherwise materially diminish such Unit Owner's use and enjoyment or the value of its Unit or Units for its permitted purposes or its rights as a Unit Owner under the Declaration and By-Laws.

"Affiliate" shall mean as to any Person, any other Person, which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a Person means (a) the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person or (b) ownership of more than 50% of the equity interests of such Person.

"Alterations" refers to alterations, additions and/or improvements (capital or otherwise, but other than Maintenance) to a Unit or Section or Common Element or any portion thereof, which shall include both Structural Alterations and Non-Structural Alterations.

"Amenities" refers to the portions of the General Common Elements that are available for use of the Unit Owners.

"Annual Budget" shall have the meaning ascribed thereto in Section 6.1.4 of the By-Laws.

"Approved Annual Budget" shall have the meaning ascribed thereto in Section

6.1.8 of the By-Laws.

"Approved Capital Budget" shall have the meaning ascribed thereto in Section 6.1.8 of the By-Laws.

"Appurtenant Interest" means with respect to a Unit: (i) the Common Interest appurtenant thereto; (ii) the interest of the Unit Owner of such Unit in any other Units owned at the time in question by the Condominium Board or its designee on behalf of all Unit Owners, and, as applicable, any other Units owned at the time in question by the Sub-Board of such Unit Owner's Section, or in each case the proceeds of the sale or lease of any such Units theretofore acquired; and (iii) the interest of the Unit Owner of such Unit in all other assets of the Condominium Board or the Condominium, or of its Sub-Board or its Section.

"Arbitration" shall have the meaning ascribed thereto in Section 14.1 of the By-Laws.

"Architect" means an architect or construction consulting firm that provides engineering and/or architectural services, which is experienced in the design and operation in the City of New York of a Comparable Building and has provided services comparable to those being requested hereunder within not less than three (3) of the immediately preceding ten (10) years, and approved by the Condominium Board as provided in the Declaration and By-Laws.

"AVB" refers to AvalonBay Communities or an affiliate, or its successors and assigns.

"AVB Mortgage" refers to that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing from Sheepshead Bay Road Owner, LLC, as Mortgagor, to Sheepshead Bay Road Lender, LLC, as Mortgagee, dated April 8, 2014.

"AVB Mortgagee" refers to the holder of the AVB Mortgage.

"Award" shall have the meaning ascribed thereto in Section 9.1 of the By-Laws.

"Base By-Laws" refers to the By-Laws of the Base Section, in the event the Base Unit is subdivided.

"Base Common Charges" shall have the definition ascribed thereto in Section 6.1.3.2 of the By-Laws.

"Base Common Expenses" shall have the definition ascribed thereto in Section 6.1.3.2 of the By-Laws.

"Base Common Elements" refers to those Common Elements which serve or benefit exclusive the Base Unit and/or the Base Unit Owner.

"Base Mortgagee Representative" refers to any Mortgagee Representative of a Base Unit.

"Base Rules and Regulations" refer to the rules and regulations of the Base Section.

"Base Section" refers to the Base Unit and the Base Common Elements.

"Base Unit" refers to the Unit designated as the Base Unit in the Declaration.

"Base Unit Owner" refers to Sheepshead Bay Road Partner, LLC, and its successors and assigns.

"Board" shall have the meaning ascribed thereto in Section 2.1.1 of the By-Laws.

"Building" refers to the structures and improvements including above and below grade segments, known as 1600 Sheepshead Bay Road, Brooklyn, New York in which the Units of the Condominium are located.

"Building System" refers to any of the systems in the Building providing heat, sprinkler, water, electric, steam, gas, sewer and fire protection or similar services serving more than one Unit or the Common Elements.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to be closed in the State of New York. In the event any action under the Condominium Documents is required on a day that is not a Business Day, such action may be performed on the next following Business Day.

"By-Laws" refers to the By-Laws governing the operations of the Condominium, attached as Exhibit D to the Declaration.

"Capital Budget" shall have the meaning ascribed thereto in Section 6.1.7 of the By-Laws.

"Certifying Professional" means an architect (other than the Architect) or a licensed professional engineer or engineering or construction consulting firm that provides engineering and/or architectural services, which is experienced in the design and operation in the City of New York of Comparable Buildings and has provided services comparable to those being requested hereunder within not less than three (3) of the immediately preceding ten (10) years, approved by the Condominium Board.

"City Register's Office" refers to the New York County office of the Register of The City of New York.

"Common Charges" refers to the common charges established by the Condominium Board, as more fully described in Section 6.1.4 of the By-Laws.

"Common Elements" shall have the meaning ascribed thereto in Section 8.1 of the Declaration.

"Common Element Work" shall have the meaning ascribed in Section 6.17.1 of the By-Laws.

"Common Expenses" refer to the costs and expenses occurred or projected in connection with the repair, Maintenance, replacement, restoration and operation of, and any Alteration, addition or improvement to, the Common Elements.

"Common Interest" refers to the proportionate undivided interest, expressed as a numerical percentage, in the General Common Elements appertaining to each Unit determined in accordance with the Declaration.

"Comparable Building" refers to a first-class residential building containing the facilities of the types permitted under this Declaration and the By-Laws and situated in the City of New York, County of Kings, and built at approximately the same time as the Building.

"Condominium" refers to Sheepshead Bay Road Condominium.

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

"Condominium Board" shall have the meaning as ascribed in Section 2.1.1 of the By-Laws.

"Condominium Board's Lien" shall have the meaning ascribed thereto in Section 6.10.2 of the By-Laws.

"Condominium By-Laws" refers to the By-Laws of the Condominium, annexed as Exhibit D to the Declaration.

"Condominium Documents" refers to the Declaration, the Condominium By-Laws, the General Rules and Regulations, and the Floor Plans, and amendments thereto, and any Sub-By-Laws promulgated thereunder.

"Contractor" means a qualified licensed general contractor or construction manager with significant experience in the construction of structures comparable to that of a Comparable Building.

"Declarant" refers to Sheepshead Bay Road Owner, LLC, a Delaware limited liability company, and its successors and assigns.

"Declarant and/or its designee(s)", "Declarant or a designee of Declarant" or similar terms refers to Declarant and any designee of Declarant.

"Declaration" refers to the instrument creating the Condominium, as the same

may be amended from time to time.

"Default Rate" is equal to the Prime Rate plus 4%, but in no event in excess of the maximum rate permitted by Law.

"Defaulting Unit Owner" is defined in Section 24.4 of the Declaration.

"Depositary": The "Depositary" may be any insurance company, savings bank, savings and loan association, commercial bank or trust company having an office in the Borough of Manhattan with net assets or capital surplus and undivided profits of not less than $500,000,000 having a long term credit rating from Standard & Poor's Ratings Services of not less than "A", as selected by the Condominium Board, with the reasonable approval of the AVB Mortgagee, to the extent such consent is required under the AVB Mortgage or other loan documentation related thereto, and that agrees to perform the obligations of "Depositary" hereunder and apply any funds received as Depositary in accordance with these By-Laws.

"Development Rights" shall have the meaning ascribed in Article 29 of the Declaration.

"Emergency" refers to any situation where the applicable Person, in its reasonable judgment, concludes that a particular action (including, without limitation, the expenditure of funds) is immediately necessary (i) to avoid material damage to all or any portion of the Building or Property, (ii) to protect any person from harm, or (iii) to avoid the unforeseen and unforeseeable suspension of any necessary material service in or to the Building or the Property, the failure of which service would have a material and adverse effect on the Building or Property.

"Exercising Party" is defined in Section 14.7 of the Declaration.

"Facility" or "Facilities" includes, but is not limited to, the following items (grouped more or less functionally) which are set forth only for purposes of illustrating the broad scope of that term: system, equipment, apparatus, convertor, radiator, heater, heat exchanger, mechanism, device, machinery, motor, pump, control, tank or tank assembly, insulation, induction unit, condenser, compressor, fan, damper, blower, thermostat, thermometer, coil, vent, sensor, shut-off valve or other valve, gong, panel, receptacle, outlet, relay, alarm, sprinkler head, electric distribution facility, wiring, wireway, switch, switchboard, circuit breaker, transformer, fitting, siamese connection, hose, plumbing fixture, lighting fixture, other fixture, bulb, sign, telephone, meter, meter assembly, scaffolding, piping, line, duct, conduit, cable, riser, main shaft, pit, flue, lock or other hardware, rack, screen, strainer, trap, drain, catch basin, leader, filter, canopy, incinerator, closet, cabinet, door, railing, coping, step, furniture, mirror, furnishing, appurtenance, urn, basket, mail box, carpeting, tile or other floor covering, drapery, shade or other window covering, wallpaper or other wall covering, tree, shrubbery, flower or other planting and horticulture tub or box.

"First Tower Unit Conveyance" is defined in Section 1.5 of the Declaration.

"Floor Plans" refers to the floor plans of the Building, as the same may be amended from time to time, which are approved by the Real Property Assessment Bureau of The City of New York and filed with the City Register's Office.

"General Common Charge Obligor" refers to any party which is required to pay General Common Charges.

"General Common Charges" refer to assessments payable to the Condominium Board by the Unit Owners for the purpose of meeting General Common Expenses.

"General Common Elements" refer to the General Common Elements of the Condominium, as more specifically described in Section 8.3 of the Declaration.

"General Common Expenses" is defined in Section 6.1.1 of the By-Laws.

"General Rules and Regulations" shall have the meaning ascribed thereto in Section 14.4 of the Declaration.

"Hazardous Substances" shall have the meaning ascribed thereto in Section 6.19.2 of the By-Laws.

"HVAC" shall have the meaning ascribed thereto in Section 6.3.1 of the Declaration.

"Impacted Owner" is defined in Section 14.7.1 of the By-Laws.

"Initial Construction Work" refers to the work performed in connection with the original construction of the Building.

"Insurance Requirements" shall be defined as the requirements of the Condominium Board, Sub-Board, a Unit Owner or a tenant to obtain insurance under the By-Laws, a lease or a Permitted Mortgage, as the case may be, provided in all events such requirements shall be the greater of the requirements imposed under any of the aforementioned as applicable to such Person.

"Land" refers to the Property, other than the Buildings and the appurtenances thereto.

"Law" or "law" shall have the meaning ascribed thereto in Section 22.7 of the Declaration.

"Limited Common Elements" refers to the Base Common Elements and the Tower Common Elements, as described in Article 8 of the Declaration and/or as shown on the Floor Plans.

"Maintenance" or "Maintain" or "Maintaining" refers to the maintenance, repair, reconditioning, refurbishing, reconfiguration, inspection, testing, cleaning, improvement, decorating, painting, installation, Alteration, addition, reconstruction, construction,

demolition, restoration and replacement as and when necessary or desirable.

"Majority of Unit Owners" shall have the meaning ascribed to it in Section 3.10 of the By-Laws.

"Managing Agent" refers to the managing agent or manager of the Condominium at the time in question.

"Mortgagee Representative" refers to one (1) or more representatives designated by a Permitted Mortgagee who shall be empowered to act on behalf of all holders of Permitted Mortgages with respect to any matter requiring their consent or approval under the Declaration or Condominium By-Laws. A "Base Mortgagee Representative" refers to a Mortgagee Representative designated by a Permitted Mortgagee of the Base Unit. A "Tower Mortgagee Representative" refers to a Mortgagee Representative designated by a Permitted Mortgagee of a Tower Unit.

"Net Award" shall have the meaning ascribed thereto in Section 9.1 of the By-Laws.

"Net Proceeds of Sale" means the sales price less all reasonable fees and expenses incurred by the Unit Owners and the Condominium Board in connection with the sale of the Property.

"Offering Plan" or "Plan" shall refer to the offering plan promulgated by the Sponsor pursuant to Article 23-A of the General Business Law and filed with the New York State Attorney General's office as a prerequisite to the offering and sale to the public of Residential Units.

"percentage of Common Interest" shall refer to the portion of Common Interest allocated to each Unit in accordance with New York Real Property Law Section 339-i.

"Performing Party" shall have the meaning ascribed thereto in Section 6.16.4 of the By-Laws

"Permitted Mortgage" refers to a mortgage permitted to be placed upon a Unit or Units pursuant to the provisions of the By-Laws and the AVB Mortgage.

"Permitted Mortgagee" refers to the holder of any Permitted Mortgage and shall include, without limitation, banks and financial institutions as constitute AVB Mortgagee.

"Permitted User(s)" refers to any officer, director, member, stockholder, principal, partner, employee, agent (including managing, sales and leasing agent) guest, tenant, occupant, customer, invitee, licensee, contractor, Mortgagee or any other Person related, affiliated or designated by the Condominium Board, a Sub-Board or a Unit Owner who has permission to use a Unit and/or the Common Elements, subject to the terms of the Declaration and the By-Laws, whether written or oral, granted by: (i) a Unit Owner in the case of such Unit Owner's Unit and its appurtenant Common Elements; or (ii) the

Condominium Board; (iii) a Sub-Board; or (iv) the Declaration and the By-Laws.

"Person" or "Persons" refers to an individual, corporation, partnership, joint venture, limited liability company, estate, trust, unincorporated association, any Federal, State, County or municipal government, or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

"Prime Rate" shall have the meaning ascribed thereto in Section 6.2.10 of the By-Laws.

"Property" refers to the Land, the Building and the appurtenances thereto.

"Proposed Amendment" is defined in Section 18.2 of the Declaration.

"Reasonable Approval" or "Reasonably Approved" or words of similar import shall mean approval of a Unit Owner, Sub-Board or Condominium Board expressly required to be a "Reasonable Approval" in this Declaration and By-Laws, which approval shall not be unreasonably withheld, delayed or conditioned. For purposes of determining whether a failure to grant consent is unreasonable, it is expressly provided that it shall not be unreasonable for a Unit Owner or a Board to refuse consent if any of the following apply: (i) the action affects the structural integrity of the Building; (ii) the action is not consistent with the other express provisions set forth in this Declaration and By- Laws; (iii) such action materially adversely effects a Unit Owner's use or operation of its Unit; (iv) such action is of a quality less than the quality utilized in the Initial Construction Work, subject to such modifications as are approved (or deemed approved) pursuant to the provisions of this Declaration and By-Laws; (v) such action materially diminishes the benefits afforded a Unit Owner by any easement or unreasonably interrupts such Unit Owner's use and enjoyment of such easement; (vi) such action degrades or diminishes services to such Unit Owner or (vii) such action materially increases costs or expenses to such Unit Owner.

"Recognized Mortgage" shall have the meaning ascribed to it in Section 7.2 of the By-Laws.

"Recognized Mortgagee" has the meaning ascribed thereto in Section 7.2 of the By-Laws.

"Related Costs" shall have the meaning ascribed thereto in Section 6.16.6 of the By-Laws.

"Remedy Notice" has the meaning specified in Section 24.4 of the Declaration.

"Required Action" is defined in Section 16.3 of the Declaration.

"Resultant Unit" is defined in Section 18.4 of the Declaration.

"Resultant Unit Owner" is defined in Section 18.4 of the Declaration

"Roof" means the main roof and all roof setbacks including, without limitation, underlayment, membranes, flashings, gutters, fasteners, pipes, vents, coating, bulkheads, parapets and the protective layers beneath any decking material and other roofing materials, as more particularly shown on the Floor Plans.

"Satellite Antenna" refers to an antenna and related satellite/telecommunications equipment together with transmission lines, communication Facilities and similar related equipment including without limitation Facilities for the operation of such Satellite Antenna and transmission of information received or transmitted from the Satellite Antenna to a location elsewhere in the Building.

"Section" refers to either the Base Section or the Tower Section, as applicable.

"Section Expenses" refer to the Base Common Expenses and the Tower Common Expenses.

"Sign" or "Signs" or "Signage" means and includes any sign, notice, advertisement or illumination, illustration, art work, poster, logo, canopy, banner or similar display.

"Significant Casualty" means a fire or other casualty that causes the destruction or damage of seventy-five percent (75%) or more of the Building, as more particularly described in Section 6.4 of the By-Laws..

"Special Assessments" means those assessments levied against the Unit Owners for the purpose of paying non-recurring, extraordinary expenses (including without limitation, capital expenses, Emergency expenditures and expenses required to comply with legal requirements not accounted for in the Annual Budget or Capital Budget) with respect to the General Common Elements.

"Special Non-Monetary Event of Default" shall have the meaning ascribed thereto in Section 6.11.6(c) of the By-Laws.

"Special Tower Common Elements" consist of the terraces and balconies appurtenant to certain Tower Units, are more particularly described in Section 8.6 of the Declaration.

"Storage Area" refers to the room containing the Storage Bins and marked as such on the Floor Plans.

"Storage Bin" refers to each of the individual storage bins within the Storage Area.

"Structural Work" shall refer to Alterations, additions, improvements, replacements and/or repairs to the foundations, columns, girders, beams, supports, concrete slabs, footings, bracings, exterior façade, Building Systems and all other structural members of the Building or which otherwise affect the structural integrity of the Building, as more particularly described in Section 6.16.2 of the By-Laws.

"Sub-Board" is defined in Section 18.4 of the Declaration.

"Sub-By-Laws" refers to the By-Laws of the Base Section or the Tower Section, as applicable.

"Subdivision Amendment" is defined in Section 18.4 of the Declaration.

"Substantially All of the Property" shall have the meaning set forth in Section 9.4 of the By-Laws.

"Taking" shall have the meaning set forth in Section 9.1 of the By-Laws.

"Tenant" or "tenant" shall refer to all tenants, such tenant's subtenants, successors, assigns or other occupants of the Building.

"Tower Board" refers to the board of managers of the Tower Section, as more particularly described in Section 1.5 of the Declaration.

"Tower Board Formation" shall have the meaning ascribed thereto in Section 9.1.3 of the Declaration.

"Tower By-Laws" refers to the By-Laws governing the Tower Section.

"Tower Common Charges" shall have the meaning ascribed thereto in Section 6.1.3.4 of the By-Laws.

"Tower Common Elements" refers to those Common Elements which serve or benefit the Tower Units and/or the Tower Unit Owners exclusively.

"Tower Common Expenses" shall have the meaning ascribed thereto in Section 6.1.3.4 of the By-Laws.

"Tower Section" shall have the meaning ascribed thereto in Section 1.2 of the Declaration.

"Tower Sponsor" means MD Sheepshead Bay LLC, and its successors and assigns.

"Tower Unit" refers to a Unit within the Tower Section.

"Tower Unit Owner(s)" refers to the owner or owners of the Tower Units at the time in question.

"Unavoidable Delays" shall have the meaning ascribed thereto in Section 6.5 of the By-Laws.

"Unit" or "Condominium Unit" refers to space designated as a Unit or a Unit in the Declaration, consisting, generally, of either a group of apartment units or a portion of the commercial space in the Building, together with an appurtenant proportionate

undivided interest in the General Common Elements and, as the case may be, in the Limited Common Elements. All of such Units are collectively referred to as "Units".

"Unit Owner" refers to the owner of any Unit.

"Unit Owner Expenses" shall have the meaning ascribed thereto in Section 6.1.2 of the By-Laws.

"Unit Work" shall have the meaning ascribed thereto in Section 6.16.6 of the By-Laws.

"Unsold Unit" or "Unsold Tower Unit", respectively, means any Unit or the Tower Units, as the case may be, owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by the Tower Sponsor or the Base Unit Owner, respectively, or their designees as the holder of one or more of such Unit(s); any such Unit that is acquired, individually or collectively, by a principal of the Base Unit Owner or Tower Sponsor or a group of which Base Unit Owner or Tower Sponsor or one or more of its principals is a member; or a Unit or Tower Unit, as the case may be, that is acquired, individually or collectively, by either the holder of the AVB Mortgage or a Permitted Mortgage or their designees.

"Violating Unit Owner" shall have the meaning ascribed in Section 6.25 of the By-Laws.

"Work Conditions" shall have the meaning ascribed in Section 6.16.2 of the By-Laws.

"Work Notice" shall have the meaning ascribed thereto in Section 6.16.5 of the By-Laws.

"ZLDA" refers to any zoning lot development and easement agreement to be recorded in the City Register's Office, as same may be amended from time to time.

"Zoning Resolution" means the Zoning Resolution of the City of New York, effective December 15, 1961, as amended or restated from time to time.

EXHIBIT D TO DECLARATION

CONDOMINIUM BY-LAWS

OF

SHEEPSHEAD BAY ROAD CONDOMINIUM

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CONDOMINIUM BY-LAWS

of

SHEEPSHEAD BAY ROAD CONDOMINIUM

ARTICLE 1

GENERAL

1.1 **Purpose.** The purpose of these By-Laws is to set forth the rules and procedures concerning the conduct of the affairs of Sheepshead Bay Road Condominium (the "Condominium"). The Condominium covers the property (the "Property") consisting of approximately 2.043 acres of land (the "Land") which forms a part of Block 7459 on the Tax Map of the Borough of Brooklyn, County of Kings, City and State of New York, the Building and other improvements now or hereafter to be constructed thereon or therein, as the case may be, including, without limitation, the Units and the Common Elements, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith, all of which have been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York by the recording of a Declaration (which, as the same may be amended from time to time, is herein called the "Declaration") in the New York County Office of the Register of The City of New York ("City Register's Office"), together with these By-Laws. All terms used herein which are not separately defined herein, shall have the meanings given to those terms in the Declaration or Exhibit C thereto.

1.2 **Applicability of By-Laws.** These By-Laws are applicable to the Property and to the use and occupancy thereof. All present and future Unit Owners, mortgagees, lessees, sublessees and other occupants of Units and employees and guests of Unit Owners, as well as all other persons who may use the Facilities of the Property, are and shall be subject to the Declaration, these By-Laws and the General Rules and Regulations (as hereinafter defined). The acceptance of a deed or conveyance, or the succeeding to title to, or the execution of a lease or sublease for, or the act of occupancy of, a Unit (or a portion thereof, with respect to the Base Unit) shall constitute an agreement that the provisions of these By-Laws, the General Rules and Regulations and the Declaration are accepted, ratified, and will be complied with.

1.3 **Principal Office of Condominium.** The principal office of the Condominium shall be located within the Property or at such other place within the City of New York reasonably convenient thereto, as may be designated from time to time by the Condominium Board.

1.4 **Special Provisions Regarding the Tower Unit and Related Matters.** As of the date of the recording of the Declaration to which these Condominium By-Laws are annexed, all of the Tower Units are owned by the Tower Sponsor. For so long as there is a single owner of the Tower Units, notwithstanding any references herein or in the Declaration to (multiple) Tower Unit Owners, and notwithstanding any other

provision in or requirement of the Declaration, these Condominium By-Laws or the Tower By-Laws or otherwise, the following shall pertain:

1.4.1 All references in the Declaration and these Condominium By-Laws to the Tower Unit Owners (in the plural) shall be deemed to be references to the Tower Sponsor, for so long as there is a single owner of the Tower Units.

1.4.2 The Tower Sponsor shall have, entirely in its own right, in its own name and on its own behalf, all rights, powers and privileges of the Tower Board and the Tower Unit Owners, and shall in such capacity, without limitation, be entitled to make all determinations and take all actions which the Tower Board and/or the Tower Unit Owners under the Declaration or these Condominium By-Laws or the Tower By-Laws shall be entitled to make or take.

1.4.3 The Tower Sponsor shall have and discharge, entirely in its own right, in its own name and on its own behalf, all obligations of the Tower Board, subject to the remaining terms of this Section 1.4.

1.4.4 Without limitation, in furtherance of the foregoing: (a) there shall be no requirement for meetings or votes of the Tower Board, election of members or officers of the Tower Board, or meetings or votes of the Tower Unit Owners, the actions of the Tower Sponsor satisfying in all respects any of the foregoing; (b) the Tower Sponsor shall have the right at all times to designate the members and officers of the Condominium Board which the Tower Board is otherwise entitled to designate (as described in Articles 2 and 3 below); (c) no Tower Common Charges shall be assessed and collected, all of the same being direct expenses of the Tower Sponsor, or direct obligations of the Tower Sponsor to the Condominium Board, as the case may be; (d) all references to Tower Mortgagee Representatives shall be references to the AVB Mortgagee; and (e) the Tower Units shall at all times (regardless of whether the same are conveyed or transferred by Tower Sponsor or its designee) be deemed to be an Unsold Unit.

ARTICLE 2

CONDOMINIUM BOARD

2.1 Number, Term and Qualification.

2.1.1 As more particularly set forth in 2.2, the affairs of the Condominium shall be governed by a board of managers of the Condominium (the "Condominium Board" or the "Board") consisting of five (5) people; two (2) of whom shall be designated by the Tower Sponsor until the Tower Board Formation and then by the Tower Board pursuant to the Sub-By-Laws and three (3) appointed by the Base Unit Owner.

2.1.2 Each member of the Condominium Board shall serve until his or her successors have been designated. There shall be no limit on the number of successive terms a Condominium Board member may serve.

2.2 **Powers and Duties.**

2.2.1 The Condominium Board shall have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium (except such powers and duties which by law, the Declaration or these By-Laws may not be delegated to the Condominium Board by the Unit Owners). Except as otherwise expressly provided in the Declaration or these By-Laws, all determinations to be made by or on behalf of the Condominium Board, which (a) affect only the Base Section (or any portion thereof) and do not materially and adversely affect the Tower Section or the General Common Elements (or any portion thereof) or the Tower Unit Owners, shall only be made by the Base Unit Owner, and (b) affect only the Tower Section (or any portion thereof) and do not materially adversely affect the Base Section or General Common Elements (or any portion thereof) or the Base Unit Owner(s), shall only be made by the Tower Sponsor prior to the Tower Board Formation or the Tower Board after the Tower Board Formation. Any dispute between the Base Unit Owner, Tower Sponsor or Sub-Boards (or the members of the Condominium Board designated by such Sub-Boards) with respect to whether a determination materially and adversely effects the Common Elements or respective Units or whether a member of the Condominium Board designated by a Unit Owner or Sub-Board shall be entitled to, or required to, make any determination shall be settled by Arbitration; provided, however, that no such dispute with respect to whether the determination of whether one adversely affects the others shall be deemed to exist unless the objecting party (or member of the Condominium Board) specifies the grounds for its objection in writing to the Condominium Board and the other party(ies) within ten (10) Business Days of receipt by it of notice of such determination. In the event a the Tower Sponsor, Base Unit Owner or Sub-Board (or member of the Condominium Board) gives an objection notice in compliance with this Section 2.2.1, such determination shall not become effective until the parties mutually agree or the Arbitration is completed and the arbitrators make a final decision.

2.2.2 Subject to the provisions of 2.2.1 and without limiting the generality thereof, the Condominium Board shall be entitled to make determinations with respect to the following matters:

2.2.2.1 Operation, care, upkeep, Maintenance, repair and replacement of the General Common Elements, including contracts for utilities, services and supplies.

2.2.2.2 The establishment and collection of the General Common Charges (as hereinafter defined).

2.2.2.3 Employment and dismissal of the personnel necessary for the Maintenance and operation of the General Common Elements.

2.2.2.4 Adoption of, and amendments and additions to, the General Rules and Regulations.

2.2.2.5 Operate, Maintain, supervise the General Common

Elements and make additions and improvements to, or Alterations of, the General Common Elements.

2.2.2.6 Making repairs and restorations of the General Common Elements or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings.

2.2.2.7 Enforcing obligations of Unit Owners.

2.2.2.8 Levying fines against Unit Owners (including the Tower Sponsor) for violations of the General Rules and Regulations (any such fines shall constitute General Common Charges payable by the Unit Owner against which they are levied).

2.2.2.9 Opening and maintaining bank accounts on behalf of the Condominium (with respect to matters within its jurisdiction as provided in these By-Laws) and designating signatories therefor.

2.2.2.10 Adjusting and settling insurance claims (and executing and delivering releases in connection therewith) if the loss involves the General Common Elements, as set forth in 6.2.

2.2.2.11 Borrowing money at market rate on behalf of the Condominium, when required in connection with the operation, care, upkeep and Maintenance of, or the making of repairs, replacements, restorations or additions to or Alterations of, the General Common Elements (provided that this paragraph does not preclude the borrowing of money from AVB or its affiliates or successors and assigns).

2.2.2.12 Organizing corporations, limited liability companies, or other entities to act as designees of the Condominium Board with respect to such matters as the Condominium Board may determine.

2.2.2.13 At the request of the Unit Owners, executing, acknowledging and delivering (i) any declaration or other instrument affecting the Property which the Condominium Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Building, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the Maintenance, demolition, construction, Alteration, repair or restoration of the Building, or (ii) any consent, covenant, restriction, or easement affecting the Property which the Condominium Board deems necessary or appropriate.

2.2.2.14 Preparing, executing and recording, on behalf of all Unit Owners, as their attorney-in-fact, coupled with an interest, a restatement of the Declaration and/or these By-Laws whenever, in the Condominium Board's estimation, it is advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the Declaration and/or these By-Laws.

2.2.2.15 Obtaining and reviewing insurance for the Property, including the Units.

2.2.2.16 Executing, acknowledging and delivering of any documents or other instruments necessary to commence, pursue, compromise or settle certiorari proceedings to obtain reduced real estate tax assessments with respect to the Units.

2.2.2.17 Carrying out any other duties imposed upon the Condominium Board pursuant to the Declaration and these By-Laws.

2.2.2.18 Procuring such fidelity bonds as the Condominium Board deems advisable covering officers and employees of the Condominium handling and responsible for the Condominium's funds and personal property and to procure managers' and officers' liability insurance if the Condominium Board deems advisable. The premiums of such bonds and insurance shall be at market rates and shall be paid by the Condominium Board as a part of General Common Expenses.

2.2.2.19 Determining policies, adopting and amending the General Rules and Regulations governing the details of operation of the Property and its use, including the General Common Elements, and amending such Rules and Regulations from time to time as the Condominium Board deems advisable, provided that the same (i) are consistent with the rights, powers and responsibilities of the Condominium Board under the Declaration and By-Laws, and (ii) do not materially adversely affect the marketability of any Unit or the ability of a Unit Owner to obtain financing thereon. The Condominium Board may not enact Rules and Regulations or perform any act that would discriminate against a specific Unit Owner or the tenants of said Owner's Unit, interfere with any rights of a Unit Owner set forth in the Condominium Documents, or interfere with the rights of a Unit Owner with respect to the use or leasing of all or any portion of a Unit, without the consent of said Unit Owner, which consent may be withheld in the sole discretion of such Unit Owner. In this regard, the Condominium Board may promulgate and adopt policies and rules regarding use of the Building's Amenities, including, without limitation, imposition of membership or user fees on tenants wishing to use the Building's Amenities.

2.2.2.20 Keeping records of addresses as described in Section 5.4 of these By-Laws.

2.2.2.21 The Condominium Board shall have the right to license the use of the Condominium's Amenities for private events for a fee to be determined by the Condominium Board and payable to the Condominium Board to offset the General Common Expenses.

2.2.3 Any act with respect to a matter determinable by the Condominium Board and deemed necessary or desirable by the Condominium Board in connection therewith shall be done or performed by the Condominium Board or shall be done on its behalf and at its direction by the agents, employees or designees of the Condominium

Board.

2.2.4 For convenience of operation of the Condominium, the Condominium Board may designate an individual to act as its agent with respect to any matters the determination of which is entitled to be made by such designating party and in connection with such designation may execute, acknowledge and deliver any application, instrument or document, including, without limitation, any power of attorney or indemnification from liability that such designated party may require or request.

2.2.5 The Tower Board shall (i) act on behalf of the Owner(s) of the Tower Units, and (ii) designate the member(s) of the Condominium Board as described in Section 2.1.1. Such Tower Board shall be established by an amendment to these By-Laws prepared and executed by the Tower Sponsor. In the event the Base Unit is ever separated into individual condominium units, the owners of the units that had previously been the Base Unit shall also have the right to amend the By-Laws to establish a separate Sub-Board.

2.3 **Managing Agents and Managers.**

2.3.1 With respect to determinations the Condominium Board is entitled to make, the Condominium Board may employ a Managing Agent and/or a manager (the "Managing Agent") at a compensation established by the Condominium Board to perform such duties and services as the Condominium Board shall authorize. The Board may delegate to such Managing Agent or manager other powers granted to the Condominium Board by these By-Laws. Subject to the limitations set forth in this Section 2.3, the members of the Condominium Board may employ one Managing Agent and/or manager to jointly act on their respective behalves and the costs of which shall be a Common Expense. During such time as AVB or an affiliate owns all or any portion of the Base Unit, an affiliate of AVB shall be the Condominium's Managing Agent.

2.3.2 At such time as AVB or an affiliate does not own all or any portion of the Base Unit, (a) the Base Unit Owner and the Tower Board are entitled, in their respective sole discretions, to each employ, at their own cost, a managing agent and/or manager to manage their respective Section, and (b) the Condominium Board may employ an affiliate of the Tower Sponsor or the Base Unit Owner to serve as the Condominium's Managing Agent. Nothing contained herein shall be deemed to prevent the managing agent and/or manager employed by the Base Unit Owner or the Tower Board from also serving as the Condominium's Managing Agent.

2.4 **Resignation and Removal.** Any Condominium Board member may resign at any time by written notice delivered or sent by hand, by reputable overnight delivery service, or by certified mail, return receipt requested, to the Condominium Board from which such member is resigning. Such resignation will take effect at the time specified therein and, unless specifically requested, acceptance of such resignation will not be necessary to make it effective. Any Condominium Board member may be removed, with or without cause, only by (i) the Unit Owner designating such Condominium Board member and the Unit Owner making such removal will have the

right to designate the replacement for such member and (ii) by the AVB Mortgagee pursuant to the terms and conditions of the AVB Mortgage and the other loan documentation related thereto, and such AVB Mortgagee making such removal shall the right to designate the replacement for such member.

2.5 **Vacancies and Designations.** The members of any Condominium Board shall be appointed by the Tower Sponsor and Base Unit Owner in accordance with the provisions of Section 2.1. Each party entitled to designate members to the Condominium Board in accordance with Section 2.1 may substitute or replace individuals designated to represent such Unit Owner on the Condominium Board and in the event a vacancy on the Condominium Board caused by the resignation or removal of a member or any other reason, such vacancy shall be filled by the party who designated such member. If the AVB Mortgagee has the right under the AVB Mortgage (or other loan documentation related thereto) to remove members of the governing body of the party(ies) or the Unit(s) securing its loan, and if the AVB Mortgagee exercises such right in accordance with the AVB Mortgage (or other loan documentation related thereto), then in such event the AVB Mortgagee also shall upon notice to the Condominium Board have the right to remove the member(s) of the Condominium Board appointed by that party if any, and to appoint its own representatives to serve on behalf of such party.

2.6 **Organizational Meeting of Condominium Board.** The first meeting of the Condominium Board following the appointment of the Condominium Board members shall be held within ten (10) days after their appointment.

2.7 **Regular Meetings of Condominium Board.** Regular meetings of the Condominium Board may be held at such time and place in the City of New York as shall be determined from time to time by a majority of the members thereof, provided that in the case of the Condominium Board, at least four such meetings shall be held during each fiscal year. Notice of regular meetings shall be given to each member thereof, by personal delivery, mail, or e-mail, at least five (5) Business Days prior to the day named for such meeting.

2.8 **Meetings of Condominium Board.** Special meetings of Condominium Board may be called by the President of the Condominium Board by giving five (5) Business Days' prior notice to each member of the Condominium Board by personal delivery, mail, or e-mail, which notice shall state the time, place (in the City of New York) and purpose of the meeting.

2.9 **Resolutions of Condominium Board.** The Condominium Board shall cause to be promptly delivered to the Unit Owners copies of all resolutions adopted by it except to the extent (a) of matters privileged under applicable Law, (b) relating to the terms of the sale, leasing or subleasing of any Unit or portion of any Unit, other than the nature of the use thereof, and (c) relating to matters not related to the Property.

2.10 **Unit Owner Rights in the Event of Subdivision.** If a Section shall be subdivided as permitted by and in accordance with the Declaration and this Section 2.10 (each subdivided Unit a "Resultant Unit", and any owner of a Resultant Unit a "Resultant

Unit Owner"), these By-Laws may, at the election of the subdividing Unit Owner, be amended to provide (i) for the creation and operation of a board (each a "Sub-Board") to act in place of the subdividing Unit Owner elected by and representing the subdividing Unit Owner and any consents, approvals, determinations or actions required to be made by the subdividing Unit Owner may be made only by the Sub-Board on behalf of the Resultant Unit(s) and (ii) for annual meetings of the Resultant Unit Owners. The By-Laws, as so amended, shall provide that any notice required to be made to a Unit Owner, except as may be required by Law, shall be made to the Sub-Board with respect to any such Resultant Units and any failure to give additional notice to any individual Resultant Unit Owners shall not affect the validity of any notice properly given to the Sub-Board. Notwithstanding the foregoing, no subdivision of any Unit shall cause a change in the aggregate Common Interests appurtenant to the other Units or grant any individual Resultant Unit Owner rights thereunder except as such rights of the other subdividing Unit Owner are exercised by the Sub-Board on behalf of such Resultant Unit Owners. Notwithstanding anything to the contrary contained herein or in the Declaration, no Resultant Unit Owner shall be entitled to designate a member of the Condominium Board or take any action with respect to its Resultant Unit except through the applicable Sub-Board. The Tower Section has already been subdivided, and the Tower Units are Resultant Units.

2.11 **Waiver of Notice.** The Condominium Board members may at any time waive notice of the Condominium Board meeting in writing and such waiver shall be deemed equivalent to the giving of such notice of the meeting. Attendance by a member of a Condominium Board at any meeting thereof shall constitute a waiver of notice by him or her of the time and place thereof. If all the members are present at any meeting of a Condominium Board, no notice shall be required and any business to be transacted may be transacted at such meeting.

2.12 **Determinations by Condominium Board; Quorums.**

2.12.1 During such period that there are two Unit Owners (the Base Unit Owner and the Tower Sponsor), each Board member shall have a vote equal to the total Common Interest of the Unit represented by that Board member. If a Unit of the Condominium is represented by more than one (1) Board member, the vote of that section shall be divided among the Board members from that section.

2.12.2 All determinations by the Condominium Board shall be made by written consent of the Board members or at a meeting of the Condominium Board and the vote of the members of the Condominium Board (based on percentage interest in the Condominium owned by the Unit Owner(s) appointing, designating or electing each Board member) shall constitute the decision of the Condominium Board unless a higher percentage is required by these By-Laws, the Declaration or applicable Law. If at any Board meeting, there is less than a quorum present, a majority of those present may adjourn the meeting from time to time, until a quorum exists, and if after two (2) such adjournments, no quorum exists because a member is not present, the meeting may be reconvened (upon notice to the members), no quorum requirement shall apply, and any business which might have been transacted at any meeting originally called for may be

transacted without further notice. Notwithstanding the foregoing, for any matter pertaining to and/or affecting only the Tower Section, the Board member(s) designated by the Base Unit Owner shall not be required for a quorum and shall not be permitted to vote, provided that the Base Unit Owner receives notice of any meeting in accordance with these By-Laws. Any conflict with regard to whether any matter pertains to and/or affects only the Tower Section shall be resolved by Arbitration.

2.12.3 Members of the Condominium Board may participate in a meeting thereof by means of a conference telephone or similar communications equipment by means of which all persons participating in such meeting can hear each other and such participation shall constitute presence at such meeting. Notwithstanding anything to the contrary contained herein, action permitted or required to be taken at a meeting of the Condominium Board may be taken without a meeting if all members of the Condominium 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 Condominium Board.

2.13 **Compensation.** No member of the Condominium Board shall receive any compensation for acting as such.

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

2.14.1 To the extent permitted by applicable Law, no member of the Condominium Board shall have any personal liability with respect to any contract, act or omission of the Condominium Board or of any Managing Agent or manager in connection with the affairs or operation of the Condominium, and the liability of any Unit Owner with respect thereto shall be limited as hereinafter set forth. Every contract made by the Condominium Board or by any Managing Agent or manager thereof shall state that it is made by the Condominium Board, Managing Agent or manager only as agent for all Unit Owners, that the Condominium Board members or Managing Agent or manager shall have no personal liability thereon and shall also state the applicable limitations of liability of Unit Owners provided for in the next sentence. The liability of any Unit Owner with respect to any contract, act or omission with respect to the Condominium or any Limited Common Element shall be limited to such proportionate share of the total liability as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners, and, unless expressly stated to the contrary in such contract (as determined by the Condominium Board in its sole and absolute discretion), to the extent permitted by applicable Law, shall be limited to such Unit Owner's interest in its Unit and its appurtenant Common Interest so that such Unit Owner shall have no personal liability for such contract, act or omission. Nothing in the preceding sentence shall limit a Unit Owner's liability for the payment of Common Charges. Any such contract or agreement may also provide that it covers the assets, if any, of the Condominium Board on whose behalf the contract or agreement is made. Condominium Board members shall have no liability to Unit Owners except that a Condominium Board member shall be liable for his or her own bad faith and/or willful misconduct. All Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each Condominium Board member against any liability or claim except those arising out of such member's

own bad faith and/or willful misconduct. The Condominium Board may contract or effect any transaction with any Condominium Board member, any Unit Owner, or any affiliate of any of them without, except in cases of bad faith or willful misconduct, incurring any liability for self-dealing.

2.14.2 Neither the Condominium Board nor any member thereof acting in good faith as a member of the Condominium Board (and not acting as a Unit Owner) shall be liable for either (i) any failure or interruption of any utility or other service to be obtained by, or General on behalf of, the Condominium Board or to be paid for as a Common Expense, or (ii) any injury, loss or damage to any individual or property, occurring in or about either a Unit or any General or Limited Common Element.

2.15 **Provision of Services.** The Condominium Board shall be obligated to Maintain or cause the Managing Agent to Maintain the Property as a first class residential (with rental and individually-owned condominium units) Building and perform services on behalf of Unit Owners in such a manner that shall be consistent with Comparable Buildings. Any dispute with regard to whether the Property is being maintained in a manner consistent with Comparable Buildings shall be submitted to Arbitration.

2.16 **Committees.** The Condominium Board may, subject to such limitations and exceptions as the Condominium Board may prescribe, appoint an executive committee and such other committees as the Condominium Board may deem appropriate, each to consist of as many members as the Condominium Board shall deem appropriate for the purpose of making such reports and studies as each the Condominium Board deems appropriate. Any committee appointed by the Condominium Board shall have as at least one of its members a representative of the Tower Section and a representative of the Base Section.

2.17 **Principal Offices of Condominium Board.** The principal offices of the Condominium Board shall be located within the Property or at such other place in the City of New York reasonably convenient thereto as may be designated from time to time by the Condominium Board.

2.18 **Status of Condominium Board.** In addition to the status conferred upon the Condominium Board under or pursuant to the provisions of the Condominium Act, the Condominium Board shall, to the extent permitted by applicable Law, be deemed to constitute a separate unincorporated association for all purposes under and pursuant to the provisions of the General Associations Law of the State of New York. In the event of the incorporation of the Condominium Board pursuant to the provisions of 2.19, the provisions of this Section 2.18 shall no longer be applicable to the Condominium Board.

2.19 **Incorporation of Condominium Board.** To the extent and in the manner provided in the Condominium Act, the Condominium Board as provided in this Article 2, may by action of the Condominium Board be incorporated under the applicable statutes of the State of New York. In the event that the Condominium Board so incorporates, it shall have, to the extent permitted by applicable Law, the status conferred upon it under such statutes in addition to the status conferred upon the Condominium Board under or

pursuant to the provisions of the Condominium Act. The certificate of incorporation and by-laws of any such resulting corporation shall conform as closely as practicable to the provisions of the Declaration and these By-Laws and the provisions of the Declaration and these By-Laws shall control in the event of any inconsistency or conflict between the provisions hereof and the provisions of such certificate of incorporation and by-laws.

ARTICLE 3

UNIT OWNERS

3.1 **Annual Meetings.** No annual meeting of all Unit Owners (a "Unit Owners Meeting") shall be required to be held unless required, in each case, by applicable Law, in which event any such meeting so required to be held shall be held on the date specified by the Condominium Board. Joint annual meetings of the Base Unit Owner(s) and Tower Unit Owner(s) need not be held unless requested by a majority of both Unit Owners. At such meeting, there shall be transacted such other business as may properly come before such meeting.

3.2 **Place of Meetings.** Meetings of all or any Unit Owners shall be held at the principal office of the Condominium or, at such other suitable and convenient place in the City of New York, or by conference telephone call as may be designated by the Condominium Board.

3.3 **Special Meetings.** The President or the Vice President of the Condominium shall call a special Unit Owners Meeting if so directed by (1) unanimous resolution of the Condominium Board; (2) the written request of the Base Unit Owner or Tower Sponsor (but a Sub-Board shall not exercise this right except subject to clause 3 which follows); or (3) a petition signed and presented to the Secretary of the Condominium from the secretary of a Sub-Board certifying that a vote in favor of such petition was approved, by Units in a particular Section constituting not less than 50% in number and proportionate Common Interest of the total Units in such Section. Notwithstanding the foregoing, under no circumstances without the unanimous consent of the Base Unit Owner and Tower Sponsor, shall a special Unit Owners Meeting occur more than once in any three month period. Each such resolution, written request or petition shall state, in reasonable detail, the purposes for calling such Unit Owners Meeting.

3.4 **Notice of Meetings and Actions Taken.** Notice of each Annual or Special meeting shall be given by the Secretary to each Unit Owners of record entitled to vote thereat. Each such notice shall state the purposes of the meeting and the time and place where it is to be held and no business shall be transacted thereat except as stated in the notice. All notices hereunder shall be given by personal delivery, mail or email, at least ten (10) but no more than thirty (30) Business Days prior to the day named for the meeting and shall be given or sent to the Unit Owners entitled to receive same at their address at the Property or at such other address as any Unit Owner has designated by notice in writing to the Secretary at least ten (10) days prior to the giving of notice of the applicable meeting. However, if the business to be conducted at any meeting of the Unit

Owners shall include consideration of a proposed amendment to the Declaration or to these By-Laws, the notice of such meeting shall be given to all Unit Owners as provided above at least thirty (30) days prior to the day fixed for such meeting, and such notice shall be accompanied by a copy of the text of such proposed amendment.

3.5 **Adjournment of Meetings.** If any joint or separate meeting of Unit Owners cannot be held because a quorum is not present, a Majority of Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time fixed for the original meeting.

3.6 **Order of Business.** The order of business at all joint or separate meetings of Unit Owners shall be based on the request of the parties attending the meeting.

3.7 **Title to Units.** Title to Units may be taken by any individual, corporation, partnership, association, trust or other entity, or any two or more of such owners as joint tenants, tenants in common or tenants by the entirety, as may be appropriate, but not as owners in severalty.

3.8 **Voting.**

3.8.1 Each Unit Owner or a person designated by such Unit Owner to act as proxy on his or her behalf and who need not be a Unit Owner, shall be entitled to cast the votes appurtenant to such Unit as set forth herein and in the Declaration at all meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Secretary of the Board and shall be revocable at any time by written notice to such Secretary by the Unit Owner so designating; provided, however, that no designation to act as a proxy shall be effective for a period in excess of eleven months except a designation of the AVB Mortgagee or a Permitted Mortgagee to act as the proxy of its mortgagor. A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity. Neither the Board nor its designee shall be entitled to vote the interest appurtenant to any Unit owned by such Board and the Common Interest of such Unit shall be excluded from the total Common Interests when computing the interest of Unit Owners for voting purposes.

3.8.2 Except as otherwise set forth herein or in the Declaration, at all meetings of Unit Owners, each Unit Owner (or his or her proxy) entitled to vote thereat (including the Base Unit Owner and Tower Sponsor with respect to Units owned by either of them or their designee(s)) shall be entitled to cast a vote equal to the Unit Owners' percentage interests in the Common Elements.

3.9 **Designation of Board members.** Each of the Base Unit Owner and Tower Sponsor (or applicable Sub-Board) shall designate its members to the Condominium Board. A Board member may represent more than one Unit Owner and such Board member shall have the right to vote the aggregate interests of all the Units owned by the Unit Owners appointing the Board member.

3.10 **Majority of Unit Owners.** Except as may otherwise be provided by law, as used in these By-Laws, the term "Majority of Unit Owners" means Unit Owners

having more than 50% of the total authorized votes of all Unit Owners determined in accordance with the provisions of 3.8.2, who are present in person or by proxy and voting at any meeting at which a quorum is present.

3.11 **Quorum.** Except as otherwise provided in these By-Laws, the presence in person or by proxy of Unit Owners owning more than 50% of the Units shall constitute a quorum at all joint meetings of Unit Owners.

3.12 **Majority Vote.** Except where otherwise provided by law, the Declaration or these By-Laws, at all meetings of Unit Owners, the affirmative vote of a Majority of Unit Owners shall be binding upon all Unit Owners for all purposes

ARTICLE 4

OFFICERS

4.1 **Designation.** The principal officers of the Condominium shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Condominium Board. The Condominium Board may appoint an Assistant Treasurer, Assistant Secretary and such other officers as in their judgment may be desirable. None of the officers need to be Board members or Unit Owners.

4.2 **Election of Officers.** The officers of the Condominium shall be elected annually by the Condominium Board at the organizational meetings thereof. The President and Treasurer shall be representatives of the Base Unit Owner and the Vice President and Secretary shall be representatives of the Tower Sponsor or Tower Board, as applicable, unless the owner of the Unit (or Board of a Section) being represented waives the right to appoint any officer.

4.3 **Resignation and Removal of Officers.** Any officer may resign at any time by written notice delivered or sent by certified mail, return receipt requested, to the Condominium Board. Such resignation shall take effect at the time specified therein and, unless specifically requested, acceptance of such resignation shall not be necessary to make it effective. Upon the affirmative vote of a majority of the members of the Condominium Board electing him or her, any officer may be removed, either with or without cause. A successor officer may be elected at any regular Condominium Board meeting or at any special Condominium Board meeting called for such purpose.

4.4 **President.** The President of the Condominium shall be the chief executive officer of the Condominium and shall preside at all joint meetings of Unit Owners and at all meetings of the Condominium Board. The President shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York, including, but not limited to, the power to appoint committees from among Unit Owners, from time to time as he or she may in his or her discretion decides is appropriate to assist in the conduct of the affairs of the entire Condominium.

4.5 **Vice President.** The Vice President shall take the place of the President

and perform his or her duties whenever such President shall be absent or unable to act. If both the President and the Vice President of the Condominium are unable to act, the Condominium Board shall appoint some member of the Condominium Board to act in the place of the President and Vice President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him or her by the Condominium Board or by the President under whom he or she serves.

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

4.7 **Treasurer.** The Treasurer shall have the care and custody of the funds and securities of the Condominium and shall be responsible for keeping full and accurate financial records and books of account thereof showing all receipts and disbursements necessary for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all funds and other securities in the name of the Condominium Board (or in the name of the Managing Agent appointed by the Condominium Board) in such depositories as may from time to time be designated by the Condominium Board and shall in general perform all of the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

4.8 **Execution of Documents.** Unless otherwise delegated by the Condominium Board, all agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any officer thereof or by such other person or persons as may be designated by the Condominium Board.

4.9 **Compensation of Officers.** Except as otherwise provided by the Condominium Board for which he serves, no officer shall receive any compensation for acting as such.

4.10 **Liability of Officers.** To the extent permitted by applicable Law, no officer of the Condominium shall have any personal liability with respect to any contract, act or omission of the Condominium, the Condominium Board or its members or officers, or of any Managing Agent or manager, building engineer, superintendent or employee in connection with the affairs or operation of the Condominium (except to the extent arising from such officer's bad faith, gross negligence or willful misconduct) including, without limitation: (i) any failure or interruption of any utility or other services to be obtained by, or on behalf of, any such officer or to be paid for as a General Common Expense; or (ii) any injury, loss or damage to any individual or property, occurring in or upon either a Unit or any Common Element, which is either: (a) caused by the elements, by any Unit Owner or by any other individual; (b) resulting from electricity, water, snow or ice that may leak or flow from a Unit or any portion of any Common Element; or (c) arising out of theft or otherwise. The Condominium shall indemnify each officer of the Condominium against all costs arising out of such officer's service in such capacity,

except those matters arising out of such officer's bad faith, gross negligence or willful misconduct.

ARTICLE 5

NOTICES

5.1 **Notices.** All notices required or desired to be given under the Declaration or the By-Laws to the Condominium Board shall be in writing and personally delivered or sent by registered or certified mail or recognized overnight courier service to the office of the Condominium Board or to such other address as the Condominium Board may in writing designate from time to time, by notice in writing and to all Unit Owners, Sub-Boards, all Condominium Board members, all officers and to the AVB Mortgagee (to the extent provided for under the terms of the AVB Mortgage), as the case may be, and a duplicate shall be sent in like manner to the Managing Agent. All notices to any Unit Owner (or Sub-Board) shall be in writing, except as otherwise provided herein, and shall be delivered by hand or sent by email, facsimile, registered or certified mail or by recognized overnight courier service to the Property address of such Unit Owner (or Sub-Board) or to such other address(es) as may have been designated by such Unit Owner (or Sub-Board) from time to time, in writing, to the Condominium Board. All notices to Condominium Board members and officers shall be delivered by hand or sent by mail or by recognized overnight courier service to their respective addresses, as designated by them from time to time, in writing to the Condominium Board. All notices to AVB Mortgagee and Permitted Mortgagees shall be delivered by hand or sent by mail to their respective addresses, as designated by it from time to time, in writing to the Condominium Board.

All notices shall be deemed to have been given (i) when delivered by hand (provided a signed receipt is obtained) or by recognized overnight courier making receipted deliveries, on the date of (a) receipted delivery, (b) refusal to accept delivery or (c) when delivery is first attempted but cannot be made due to a change of address for which no notice is given, or (ii) three (3) Business Days after mailing in a postage prepaid sealed wrapper, or (iii) if sent by facsimile, when the facsimile machine generates a confirmation of transmission, provided that an additional copy is also sent promptly thereafter by recognized overnight courier. Notices of change of address shall be deemed to have been given when received.

5.2 **Waiver of Service of Notice; Consent to Other Notices.** Whenever any notice is required to be given by applicable Law or the Condominium Documents, a waiver thereof in writing, signed by the Person or Persons entitled to such notice, whether before or after the time stated therein, shall be deemed effective as a waiver thereof and no such notice shall be required. Additionally, any Person may consent (with respect to notices given to it) to additional means of service including, without limitation, transmission by facsimile or electronic means. Such consent, if given, shall in all events be in writing and given and treated as if the same were a change of address (as described in Section 5.1 above). With respect to notices given by facsimile, the transmission shall be to a telephone number designated for such purpose. A Person may change or rescind a

facsimile telephone number by giving notice thereof to the Condominium Board and any Sub-Board (or Base Unit Owner, if the Base Section has not been subdivided). With respect to notices given by electronic transmission (*e.g.*, e-mail), the transmission shall be in a manner authorized by the Person consenting to such transmission. The foregoing provisions of this Section 5.2 are intended to facilitate additional means of notification and shall not be construed to permit any Person to refuse receipt of any notices given in any of the manners specified in Section 5.1.

5.3 **Notices by a Subdivided Base Unit Owner or Tower Unit Owner to its Applicable Sub-Board.** Notwithstanding anything contained in this Article 5, all notices required or desired to be given by a Subdivided Base Unit Owner or a Tower Unit Owner to such Subdivided Unit Owner's applicable Sub-Board or to another Subdivided Unit Owner within such Subdivided Unit Owner's Section shall be given in the manner prescribed in the applicable Sub-By-Laws; however, any additional or duplicate notices required thereunder to be given to any Board and/or any other Subdivided Unit Owner in such Section shall be given in any of the manners herein provided.

5.4 **Record of Addresses.**

5.4.1 The Condominium Board (or Managing Agent, on its behalf) shall keep and Maintain correct, current and complete records containing the names and addresses of all Condominium Board members (and their proxies, if any), the Base Unit Owner, the Base Board (and its members), the Tower Sponsor, the Tower Board (and its members), the AVB Mortgagee, Base Mortgagee Representatives, and Tower Mortgagee Representatives. The foregoing records shall be in written form or in any other form capable of being converted into written form within a reasonable time. A Condominium Board member, a Unit Owner, the Base Board, the Tower Board, the AVB Mortgagee or Base Mortgagee Representative or Tower Mortgagee Representative shall have the right to examine in person or by agent or attorney, during usual business hours on Business Days, such records and, at such Person's expense, to make extracts or copies therefrom (including electronic copies to the extent such records are in electronic form) for any purpose reasonably related to such Person's interest in the Condominium.

5.4.2 Each Sub-Board (or the Managing Agent, on its behalf) shall keep and Maintain correct, current and complete records containing the names and addresses of all of its members, all of its applicable Unit Owners and Mortgagee Representatives, and the Condominium Board shall have access to these records. The foregoing records shall be in written form or in any other form capable of being converted into written form within one Business Day. The Condominium Board shall have the right to examine in person or by agent or attorney, during usual business hours on Business Days, such records and, at the Condominium Board's expense, to make extracts or copies therefrom (including electronic copies to the extent such records are in electronic form) for any purpose reasonably related to the exercise and fulfillment of the Condominium Board's rights and obligations.

ARTICLE 6

OPERATION OF THE PROPERTY

6.1 Determination of Common Expenses and Fixing of Common Charges.

6.1.1 The General Common Expenses, Special Assessments, Section Expenses and Unit Owner Expenses shall be determined by the Condominium Board subject to the provisions of these By-Laws. "General Common Expenses" include the following: (i) all costs and expenses attributable to the Maintenance, Alterations and operation of, the General Common Elements in accordance with the Declaration, these By-Laws and applicable Law, (ii) all such other items expressly provided for in the Declaration or these By-Laws to be General Common Expenses, (iii) such amounts as the Condominium Board may deem proper for a general operating reserve or for a reserve for working capital or for replacements with respect to the General Common Elements.

6.1.2 "Unit Owner Expenses" shall be defined as those expenses incurred by the Condominium Board or a Unit Owner in accordance with the provisions of the Declaration and these By-Laws on behalf of a specific Unit Owner and shall include such expenses expressly provided to be Unit Owner Expenses under the terms of the Declaration or these By-Laws. Any Unit Owner Expenses incurred by the Condominium Board shall be promptly paid by the Unit Owner (and in any event shall be paid within thirty (30) days) after receipt of an invoice therefor. For purposes of these By-Laws, Unit Owner Expenses shall be deemed to be part of the General Common Charges, for purposes of enforcement.

6.1.3 Section Expenses.

6.1.3.1 The Base Common Expenses and Tower Common Expenses, as described in this Section 6.13, shall constitute the "Section Expenses".

6.1.3.2 Except as otherwise provided herein, all costs and expenses in connection with the operation, care, upkeep and Maintenance of, and the making of Alterations to, and Repairs of, the Base Common Elements and the Base Section generally (the "Base Common Expenses") shall be determined and incurred and paid by the Base Unit Owner (prior to the subdivision of the Base Unit) and the Base Board (after the subdivision of the Base Unit), and borne by the Subdivided Base Unit Owners in the manner determined by the Base Board, but in all events in accordance with the Base By-Laws. Such charges are the "Base Common Charges".

6.1.3.3 The Base Common Charges collected in accordance with Section 6.1.8 shall, in all instances, first be payable to the Condominium Board in payment of the Base Section's allocated share of General Common Charges and before application for any other purpose. If such priority of payment fails to occur, the Condominium Board shall have the right, without limitation, and in addition to all other remedies available at Law, to avail itself of the remedy of specific performance with respect to the obligations of the Base Board.

6.1.3.4 Except as otherwise provided herein, all costs and expenses in connection with the operation, care, upkeep and Maintenance of, and the

making of Alterations to, and Repairs of, the Tower Common Elements and the Tower Section generally (the "Tower Common Expenses") shall be determined and incurred and paid by the Tower Board and borne by the Tower Unit Owners in the manner determined by the Tower Board, but in all events in accordance with the Tower By-Laws. Such charges are the "Tower Common Charges". The Tower Board shall be the sole holder of any lien for unpaid Tower Common Charges that may be allocated to and/or assessed individually against the Tower Unit Owners.

6.1.3.5 The Tower Common Charges collected in accordance with Section 6.1.3.4 shall, in all instances, first be payable to the Condominium Board in payment of the Tower Section's allocated share of General Common Charges and before application for any other purpose. If such priority of payment fails to occur, the Condominium Board shall have the right, without limitation, and in addition to all other remedies available at Law, to avail itself of the remedy of specific performance with respect to the obligations of the Tower Board, it being understood that the rights afforded in this Section 6.1.3.5 shall not be in derogation of any rights provided to the Condominium Board in Section 12.1.2 hereof.

6.1.4 The Condominium Board shall from time to time and at least once annually prepare a budget (the "Annual Budget") to meet the General Common Expenses in accordance with the requirements set forth herein. The proposed Annual Budget shall describe the estimated costs of Maintaining and operating the Condominium for the following calendar year, but shall not include capital expenditures. Except as otherwise provided herein, the Annual Budget shall reflect General Common Expenses charged to Unit Owners. Line items in the Annual Budget which will be charged as General Common Expenses include (i) controllable operating expenses, such as office operations, contract concierge, marketing, and office payroll, (ii) controllable maintenance expenses, such as utilities, landscaping, ordinary maintenance, non-routine maintenance, and maintenance payroll, and (iii) non-controllable expenses, such as insurance. Certain reserves will also be provided, as further described herein. Each Unit Owner shall pay its share (based upon its respective Common Interest percentage) of the General Common Expenses (hereinafter collectively, the "Common Charges"), as applicable, which shall be payable monthly (based upon the Annual Budget), in advance, on the first Business Day of each month, commencing on the first date of the month following the Condominium Board's adoption of the Annual Budget, which Common Charge payment shall be invoiced by the Managing Agent ten (10) days in advance of the due date for such Common Charge payment. The Condominium Board shall furnish (or cause to be furnished) copies of the proposed Annual Budget (in a reasonably itemized form) upon which such Common Charges are based to all Unit Owners.

6.1.4.1 (A) In the event that the Condominium Board desires to increase the cost of the line items in the Annual Budget for (x) payroll or (y) contract concierge, by more than twelve percent (12%) in any year, the vote of a Condominium Board member appointed by the Tower Board shall be required (provided, however, that such increase shall exclude wage increases as required by law, for example, a change in minimum wage, or the increase in prevailing wage from 80% to 100% for porters after a 30 months). (B) The consent of a Condominium Board member appointed by the Tower

Board shall also be required in order to (i) eliminate the pool or fitness center; (ii) convert fifteen percent (15%) of the amenity space to storage space; (iii) eliminate package services; or (iv) convert the children's playroom to more amenity/fitness space; provided that such consent shall not be unreasonably withheld, conditioned or delayed. The Condominium Board members shall consent to any such changes described above as are consistent with Comparable Buildings.

6.1.4.2 If neither of the Condominium Board members appointed by the Tower Board agrees to increase the line items described in 6.1.4.1(A) above, or to decrease or eliminate the line items or services described in 6.1.4.1(B) above, then the Base Unit Owner may proceed with Arbitration or any other remedies permitted under the Condominium Documents. The arbitrator shall determine whether the increase or decrease is reasonable, taking into consideration the standard employed by Comparable Buildings.

6.1.5 All Common Charges shall be assessed on the basis of percentage of Common Interests, except for (a) Unit Owner Expenses, (b) Section Expenses, (c) certain utilities which may be separately metered or sub-metered and collected by the Board based upon the meter readings, and (d) the cost of Maintaining, repairing or replacing the exterior of the Building including, but not limited to, the façade, windows and interior support of the foregoing, which shall be shared 63.24% to the Base Unit and 36.76% to the Tower Unit.

6.1.6 All decisions relating to the adoption of the Annual Budget for the Condominium other than items over which the Condominium Board has no control such as taxes and insurance, shall be subject to the approval of the Condominium Board. In the event the Condominium Board fails to adopt an Annual Budget in any year, the budget line items for the prior year's Annual Budget shall apply together with no more than a three percent (3%) increase thereon. Notwithstanding the foregoing, if any increases to the Annual Budget arise solely as a result of a Unit Owner's breach under the Declaration and/or these By-Laws, such increased costs shall be borne solely by the responsible Unit Owner.

6.1.7 If required by the Condominium Board, the Managing Agent shall prepare a proposed budget for capital expenditures including reserves therefrom for the following calendar year of condominium operation (the "Capital Budget") and shall deliver such proposed Capital Budget for approval to the Condominium Board simultaneously with delivery of the proposed Annual Budget for each such calendar year. All decisions with respect to the Capital Budget shall be subject to the approval of the Condominium Board. Such proposed Capital Budget shall describe in reasonable detail the capital expenditures scheduled for the immediately following one (1) year period including: (i) a project description, (ii) the estimated duration of the work and (iii) the estimated cost thereof. In the event the Condominium Board fails to adopt a proposed Capital Budget for a calendar year prior to the commencement of that calendar year, the Approved Capital Budget for the previous calendar year plus the cost of life/safety improvements shall remain in effect to the extent that the capital projects described therein have not been completed and are ongoing. Once such proposed Capital Budget is

adopted by the Condominium Board, the same shall be substituted for the Approved Capital Budget. All costs and expenses set forth in the proposed Capital Budget shall be invoiced by the Managing Agent as incurred on no more than a monthly basis and shall be paid by each Unit Owner within twenty (20) calendar days from the date of the invoice.

6.1.8 The approved Annual Budget is herein referred to as the "Approved Annual Budget" and the approved Capital Budget being herein referred to as the "Approved Capital Budget".

6.1.9 Special Assessments required by the Condominium Board or the Tower Board shall be payable by all of the Unit Owners or the Tower Unit Owners, as the case may be, based upon their respective Common Interest percentage. Special Assessments may be payable either in one lump sum or in installments, as the Condominium Board shall determine, provided, however that the Condominium Board shall give the Unit Owners not less than thirty (30) days' written notice, except in the case of an Emergency, prior to the date upon which any such Special Assessment, or the first installment thereof, shall be due and payable, which notice shall set forth, in reasonable detail, the nature and purpose thereof. The Condominium Board and the Tower Board shall have all rights and remedies for the collection of Special Assessments as are provided herein for the collection of Common Charges (including, without limitation, the provisions of Sections 6.13 and 6.14).

6.1.10 Financial Surplus. If at the expiration of any Approved Annual Budget or Approved Capital Budget, the Condominium Board determines that there is a surplus of funds in the Condominium accounts in excess of $100,000, the Condominium Board shall either distribute the surplus of funds to the Unit Owners in proportion to their respective Common Interest percentage or reduce Common Charges due from the Unit Owners for a temporary period of time, until the surplus is reduced to an amount deemed appropriate by the Condominium Board.

6.1.11 Real Estate Taxes. Until the Units are separately assessed for real estate tax purposes, the Unit Owners shall pay their respective share of all real estate taxes with respect to the Property in accordance with their respective Common Interests, to the Condominium Board as Common Charges, which will in turn pay such taxes to the proper authorities of the City of New York. Upon the separate assessment of the Units and issuance of separate bills to the Unit Owners by the taxing authorities, each Unit Owner shall pay their separately assessed real estate taxes directly to the City of New York.

6.1.12 The Tower Board and the Base Unit Owner (or the Base Sub-Board) as the case may be, shall maintain reserve funds consisting of cash, a letter of credit or securities, as follows: (x) annually, fifteen percent (15%) of the Common Charges allocated for each Unit, and additionally (y) beginning with the fourth year after the date the Condominium begins operation, $75,000 per year, to be adjusted annually for inflation (as described in Section 11.5 hereof). The funds may be invested, in the discretion of the Condominium Board, in a savings account at a federally insured firm

which meets the requirements of being a Depositary hereunder, or in a money market fund rated AAA (or equivalent) by at least one nationally-recognized rating firm, or a certificate of deposit, or United States treasury bonds Any Unit Owner with a net worth in excess of one billion dollars ($1,000,000,000) shall be permitted to provide a guaranty in lieu of funding the aforementioned reserves. The Managing Agent shall maintain the aforementioned accounts on behalf of the Condominium Board, provided, however, that a Board member appointed by each Sub-Board (or the Base Unit Owner, as applicable) shall be a signatory to its applicable reserve fund account.

6.1.13 Any dispute by and among the Base Unit Owner, Tower Sponsor, the Sub-Boards and/or the Condominium Board as to the nature, scope or validity of the Unit Owner Expenses, Section Expenses and Access Costs contained in this Article 6 and/or in Section 14.7 of the Declaration shall be resolved by Arbitration.

6.2 **Insurance.**

6.2.1 The Condominium Board will be required to obtain and maintain to the extent obtainable the following valid and enforceable insurance on commercially reasonable terms: (a) "All Risk" special form property coverage insuring the entire Building (other than the interior of the Units), including loss or damage by fire, vandalism, malicious mischief, and named windstorm, together with all service machinery contained therein and covering the interests of the Condominium, the Condominium Board, Unit Owners and their Permitted Mortgagees, as their respective interests may appear, in an amount not less than the full replacement value of the Building (other than the Units), and such insurance shall include extra expense and expediting expense coverage in such amounts as the Condominium Board, from time to time, may determine unless the members of the Board designated by each Unit Owner (and to the extent required under a Permitted Mortgage, the Permitted Mortgagee holding such Permitted Mortgage secured by such Unit) unanimously agree otherwise, and each of said policies will contain, a New York standard mortgagee clause (or its equivalent) in favor of each Recognized Mortgagee; each such insurance policy shall contain a removal or waiver of the co-insurance provisions and a replacement cost endorsement and such coverage shall not include the interior of any Unit, or any fixtures, improvements, furnishings or personal property within any Unit; (b) Worker's Compensation, if applicable, and New York State disability benefits insurance, to the extent the Condominium Board has any employees (and to the extent that any employees are employees of the Managing Agent, it shall be the responsibility of the Managing Agent to obtain worker's compensation and New York State disability benefits insurance). Such Workers' Compensation insurance shall be in full compliance with all applicable state and federal laws and regulations covering all employees of the Board. Coverage shall include Employer's Liability insurance with limits of $1,000,000 per accident, $1,000,000 per disease per employee, and $1,000,000 for disease aggregate which must be endorsed to include benefits as required under the laws of the state(s) in which the work is being done, or such other amount as may be required by umbrella policy to effect umbrella coverage; (c) Comprehensive Boiler and Machinery insurance on a replacement cost basis, covering all physical damage to the Building, and such insurance shall include extra expense and expediting expense coverage in such amounts as the Condominium

Board, from time to time, may determine, and covering the interests of the Condominium, the Condominium Board and all Unit Owners and Recognized Mortgagees, as their respective interests may appear. Each such insurance policy shall contain a removal or waiver of the co-insurance provisions and a replacement cost endorsement; (d) solely with respect to the Base Unit, plate glass insurance, to the extent, if any, determined by the Condominium Board; (e) Crime and Fidelity insurance covering the Condominium Board and all officers, directors, members and employees of the Condominium and the Managing Agent, and each Section of the Condominium with limits of not less than the greater of (a) $1,000,000, or (b) two (2) months of the then annual general common charges paid in the aggregate by all Unit Owners at the time of purchase or renewal of such policy; (f) Directors and Officers liability insurance covering the Board and all of its members, including officers and directors (with respect to their duties) of the Condominium with limits of no less than $1,000,000 (i) to indemnify the Condominium for any obligation which it incurs as a result of the indemnification of members and officers of the Condominium as required by law or by a court order and (ii) to indemnify members and officers of the Condominium Board in instances in which they may not otherwise be indemnified, to the extent provided by such instance; (g) Builders' Risk insurance in connection with the performance of any Alterations (to the extent such Alteration is prohibited by the insurance carrier providing the Property coverage) if required by the By-Laws; (h) such other insurance as the Condominium Board may determine as appropriate in Comparable Buildings or are otherwise required by applicable Law. Each of the aforementioned insurance policies obtained by the Condominium Board shall name the Condominium Board as an insured thereunder. The premiums for all insurance referred to above and for the liability insurance referred to below shall be at market rates and will be borne by the Unit Owners in accordance with Section 6.1.3 herein.

6.2.2 The Condominium Board will also be required to obtain and maintain, Commercial General Liability insurance, on an occurrence basis, against claims arising out of bodily injury, death, property damage occurring upon, in or about the Property, and shall include the following coverages: products-completed operations and blanket contractual liability; and shall not include a cross liability exclusion, with minimum limits of $1,000,000 per occurrence, $2,000,000 in the aggregate, $1,000,000 personal and advertising Injury, and $2,000,000 products-completed operations aggregate; if applicable, Business Automobile Liability insurance for all owned, leased, hired and non-owned vehicles (including but not limited to automobiles, trucks and trailers) with minimum combined single limit of $1,000,000 per occurrence; and Umbrella/Excess Liability coverage with a per occurrence and annual aggregate amount of no less than $10,000,000 covering (i) the Condominium Board, the Managing Agent or agents thereof, each Condominium Board member, and each officer and employee (with respect to their duties) of the Condominium and each Section, (ii) the Unit Owners, and (iii) each Recognized Mortgagee, provided however that such general liability insurance policy will not cover the liability of a Unit Owner arising from occurrences within such Unit Owner's Unit. Such Umbrella/Excess Coverage shall be in excess of Commercial General Liability, Business Auto Liability, and Employers' Liability insurance. The insurance companies issuing such insurance shall have an AM Best Rating of A-VII or better and must be authorized to do business in the State of New York. All insurance

required herein shall be primary and non-contributory and, except for Worker's Compensation Insurance shall name Declarant and their respective officers, partners, members, agents, employees, constituents, and affiliate entities as additional named insureds and shall include a waiver of subrogation in favor of Declarant and shall be subject to approval by Declarant. The Condominium Board will review such limits once each year.

6.2.3 All property policies maintained by or on behalf of the Condominium Board as provided in this Section 6.2 of the By-Laws will provide that adjustment and allocation of loss will be made payable to the Depositary (as hereinafter defined), except for (i) losses which affect only one Unit (which shall be adjusted by such respective Unit Owner and any proceeds paid to such Unit Owner) and (ii) losses in an amount less than Two Million Dollars ($2,000,000) (which shall be adjusted by the Condominium Board and proceeds paid to the Condominium Board). All monies actually received by the Depositary or the Board will be held in trust for (i) the benefit of all Unit Owners, with respect to the portion thereof allocated to the General Common Elements, (ii) for the benefit of the Base Unit Owner and its Recognized Mortgagee with respect to the portion thereof allocated to the Base Common Elements, (iii) for the benefit of the Tower Unit Owner and its Recognized Mortgagee with respect to the portion thereof allocated to the Tower Common Elements. Notwithstanding anything to the contrary set forth above, to the extent required under a Recognized Mortgage, a Recognized Mortgagee holding such Recognized Mortgage secured by a Unit will have the right to participate in any adjustments regarding loss or damage to the General Common Elements and the respective Section which its Recognized Mortgage secures and no such adjustment will be made without the consent of such Recognized Mortgagee.

6.2.4 The Condominium Board is not required to obtain or maintain any insurance with respect to the contents of any Unit, including its betterments and improvements or any personal property contained in a Unit. Each Unit Owner will, at each Unit Owner's own cost and expense, obtain and keep in full force and effect (a) Commercial General Liability insurance, on an occurrence basis, against claims for personal injury, death or property damage (including, but not limited to, loss due to water damage) occurring in, upon, or from the Unit or any part thereof, bodily injury, and blanket contractual liability with a minimum limit of $2,000,000 per occurrence; and (b) "all-risk"/special form property coverage, in respect of property damage occurring in or upon the Unit (including, but not limited to appropriate coverage for Alterations) and any personal property contained therein. The limits of liability may be reasonably amended by the Condominium Board from time to time.

6.2.5 The Condominium Board shall use commercially reasonable efforts to ensure that all policies provided for in this Section 6.2 contain clauses or endorsements to the effect that:

6.2.5.1 No act or negligence of the Condominium Board, the Unit Owners, or anyone acting for the Condominium Board or Unit Owners, or of any tenant or other occupant of a Unit, or failure to comply with the provisions of any policy, which might otherwise result in a forfeiture of the insurance or any part thereof, shall in

any way affect the validity or enforceability of the insurance insofar as any Recognized Mortgagee is concerned;

6.2.5.2 The Board will use reasonable efforts to ensure that the policies shall not be materially changed (other than to increase the coverage provided thereby) or canceled without at least thirty (30) days' prior written notice to any party named therein as an additional insured, including, without limitation, any Recognized Mortgagee (except that, in the event of non-payment of premium, the policies may be cancelled upon ten (10) days' prior written notice to any party named therein as an additional insured, including, without limitation, any Recognized Mortgagee), provided however, with respect to a blanket policy, this provision shall only be applicable with respect to the Property; and

6.2.5.3 The issuers thereof shall give written notice to the Recognized Mortgagees if a policy has not been renewed ten (10) days (including in the event the failure to renew is due to non-payment of premium) prior to its expiration.

6.2.6 The following provisions shall apply with respect to insurance requirements of Unit Owners.

6.2.6.1 No Unit Owner shall (l) knowingly do or permit any act or thing to be done in or to its Unit which will invalidate or be in material conflict with any commercial general liability, property or other policy of insurance at any time carried by the Condominium Board with respect to the Property, (2) knowingly keep anything in its Unit or in the General Common Elements which is prohibited by the Fire Department, Board of Fire Underwriters, fire insurance rating organization or other authority having jurisdiction or (3) knowingly permit its Unit or the Common Elements to be used in any manner which will increase the insurance rate for the Property over that in effect as of the date of this Declaration, unless such Unit Owner pays the additional cost thereof as provided below.

6.2.6.2 Any costs, expenses, fines, penalties or damages which shall be imposed upon the Condominium Board by reason of a default by a Unit Owner in performing its obligations under this Section 6.2 or by reason of any increase in the premium charged for insurance carried by the Condominium Board resulting from a change in the insurance rate for the Property attributable to a particular use of such Unit Owner's Unit, other than for rental use, parking or ancillary uses or for any other use to which such Unit is put as of the date of the recordation of the Declaration, shall be assessed against and payable by such Unit Owner and deemed a Unit Owner Expense. For all purposes hereunder, a schedule or "makeup" of rates for the Property issued by the New York Fire Insurance Rating Bureau or other body making fire insurance rates applicable to the Property shall be conclusive evidence of the facts therein stated and of the several items and charges in the fire insurance rate or rates then applicable to the Property.

6.2.6.3 Any blanket insurance policy required or permitted hereunder shall specifically allocate to the Property the amount of coverage from time to

time required hereunder and shall otherwise provide the same protection as would a separate policy insuring only the Property.

6.2.6.4 All policies of physical damage insurance obtained by the Condominium Board shall contain waivers of any defense based on (i) co-insurance, or (ii) other insurance, and shall provide that such policies may not be canceled or materially or substantially modified without at least ten (10) days' prior written notice to all of the insureds, (to the extent it is reasonably practicable for the insurance carrier to include such notice in the policy) and Permitted Mortgagees. Duplicate originals or certificates of insurance of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to the Permitted Mortgagees at least thirty (30) days prior to expiration of the then current policies.

6.2.6.5 The coverages required under this Section 6.2 shall be increased upon the reasonable request of a Recognized Mortgagee from time to time with respect to either or both of the Common Elements or the Unit on which the Recognized Mortgagee holds a Recognized Mortgage. To the extent such increased coverages are requested as the result of increased risks attributable to a particular Unit, the Unit Owner of such Unit shall bear the increased premiums resulting therefrom. To the extent such increased coverages are requested by a Recognized Mortgagee, the Unit Owner who holds such mortgage shall bear the increased premiums resulting therefrom.

6.2.7 The insurance required to be maintained under this Section 6.2 shall meet the following criteria:

6.2.7.1 Except for Workers Compensation and New York Statutory Disability Insurance coverages, all insurance maintained hereunder shall contain waivers of subrogation. The Condominium Board and the Unit Owners each hereby waive and agree that they shall make no claim for recovery against each other or against any Permitted User of the other Unit Owners or the Board, for damages to or loss of the Common Elements and/or any Unit, or any improvements and betterments or personal property thereon or therein, or for recovery of any other injury or damage, to the extent that such damage, injury or loss is required to be covered under these By-Laws or is otherwise covered by any insurance carried by the waiving party. Such waiver of subrogation shall apply to all stated insurance coverages herein, and to any other coverages carried by the parties that waive rights under the immediately preceding sentence, except that this waiver of subrogation will not apply to Persons other than the Condominium Board, the Unit Owners, or tenants under any Lease to the extent an insurer will not permit this waiver in favor of any of these Permitted Users on a commercially reasonable basis. A waiver of subrogation will be effective as to a Person even though that Person would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and (with respect to property insurance waivers) whether or not the Person had an insurable interest in the property damaged. If an insurance policy implicated by the waiver in this Section does not allow the insured to waive rights of recovery against others prior to a loss, the insured shall cause the policy to be endorsed to provide for this waiver.

6.2.7.2 All policies maintained by the Condominium Board shall acknowledge and provide that (a) all Unit Owners and Recognized Mortgagees are deemed additional insureds for any liability insurance except that Unit Owners shall not be considered additional insureds with respect to the operations of their own Unit, (b) the Condominium Board is deemed a loss payee for casualty proceeds to a General Common Element or a Limited Common Element appurtenant to more than one but not all Units and each Unit Owner is deemed a loss payee for casualty proceeds to its respective Limited Common Element exclusively appurtenant to such Unit. The Condominium Board shall provide a copy of all insurance policies to all Unit Owners and Recognized Mortgagees, at no cost to any Recognized Mortgagee, evidencing all required Condominium Board policy coverages and additional insured, loss payee or mortgagee status.

6.2.7.3 Liability coverage shall be endorsed with a severability of interest endorsement, if not otherwise included, stating that if a claim is brought by one insured against another insured under such policy, or by an employee of one insured against another insured under such policy, each insured shall be considered a separate insured for purposes of the insurance. The policies shall be written with a contractual liability endorsement, if not otherwise included, providing coverage for bodily injury or property damage assumed under any type of "written agreement," as defined in the standard ISO liability policy, to the extent permitted by Law.

6.2.7.4 The issuance of any insurance policy hereunder with respect to a Unit Owner's insurance coverage, shall not be deemed to limit or restrict in any way any Unit Owner's liability in connection with or arising out of its work and the indemnification obligations set forth in this Declaration except that a Unit Owner will not be liable to the extent its liability is actually covered by insurance.

6.2.8 The Condominium Board shall provide to each Recognized Mortgagee (and to each Unit Owner, upon request from the Unit Owner): (1) at least thirty (30) calendar days before the expiration of each policy (or at least ten (10) days before the commencement of a new insurance policy), electronically or by hard copy, evidence of such policy renewal and payment of the premiums due thereunder, which the Condominium Board shall obtain in accordance with the requirements set forth in this Section 6.2, including without limitation, the premium and deductible amounts, and including other information reasonably requested by Unit Owners and/or a Recognized Mortgagee (2) certificate of insurance and/or evidence in binder form of renewal policies on or before the date of expiration of expiring policies, (3) to the extent not previously provided , within thirty (30) days after the date of expiration of expiring policies, proof that the premiums for at least the first year of the term of such policies have been paid, and (4) as soon as feasible, copies of its new or renewal policies, if requested.

6.2.9 If any of the foregoing insurance coverages, including without limitation, the deductibles with respect thereto, but excluding terrorism insurance, are unavailable or unavailable at commercially reasonable rates, then in lieu thereof, the Condominium Board may, subject to the rights of any Recognized Mortgagee, obtain and maintain such other insurance coverages as would then be obtained and maintained by

prudent property owners of a Comparable Building. The Condominium Board shall have the right to reasonably amend the required limits and types of insurance from time to time with the consent of a majority of the members of the Condominium Board. The insurance coverages described herein may be adjusted for inflation at the discretion of the Condominium Board.

6.2.10 The Condominium Board shall obtain and maintain such additional or greater insurance coverage as may be requested in writing by either the Base Unit Owner, Tower Sponsor or a Unit Owner (or its Permitted Mortgagee), provided the requesting party shall pay the premium (or increase in existing premiums) related thereto as a Unit Owner Expense. Such additional or greater insurance coverage may include business interruption insurance in such amounts as may be requested by such party (the "Unit Owner BI Coverage"). In the event that more than one party requests that the Condominium Board obtain business interruption insurance on behalf of such Unit Owners (a) the premium therefor shall be allocated pro rata on the basis of each Unit Owner's respective Unit Owner BI Coverage payable as a Unit Owner Expense, (b) the proceeds disbursed by the insurance company in respect to such coverage will be paid to each Unit Owner based upon each Unit Owner's loss of rental income, up to the respective Unit Owner's BI Coverage and (c) each Unit Owner who has suffered a loss of rental income shall participate with the Condominium Board to handle the adjustment of such loss.

6.2.11 Any company writing any insurance required under these By-Laws shall have an A.M. Best rating of not less than A-VII. All Commercial General Liability insurance policies shall name as additional insureds, on a primary and non-contributory basis, the Condominium Board, the Unit Owners, and Recognized Mortgagees and such other parties as the particular Unit Owner shall desire. All policies of insurance shall contain endorsements that the insured(s) shall give the Condominium Board (and the Unit Owners and their designees, if reasonably practicable to include such notice in the policy) at least ten (10) days' advance written notice of any cancellation, termination, material change or lapse of insurance. Certificates evidencing the existence of the policies to be maintained by a Unit Owner (or any tenant or occupant of such Unit Owner's Unit) under this Section 6.2 shall evidence satisfaction of the requirements for such policies set forth herein and shall be delivered to the Condominium Board and each Unit Owner no later than such Unit Owner's acceptance of the deed for its Unit (but not effective until the transfer of title) or, if a Unit Owner (or any tenant or occupant of such Unit Owner's Unit) is performing any Alterations, prior to the commencement of such work. Prior to the expiration or termination date of any policy, the Unit Owner or tenant shall deliver a renewal or replacement certificate evidencing the existence thereof, to the Condominium Board, each Unit Owner and Recognized Mortgagee. All policies of property insurance maintained by any Unit Owner shall contain a waiver of subrogation as required in Section 6.2.7.1. Nothing herein shall preclude or prevent any Unit Owner from obtaining or maintaining insurance, which is greater in scope than that which is required hereunder.

6.2.12 Without limiting the remedies of the Condominium Board for a Unit Owner's default, in the event that a Unit Owner fails to provide a certificate or other evidence of insurance required to be provided by each Unit Owner hereunder and does

not cure such default within ten (10) Business Days after notice from the Condominium Board or any other Unit Owner or a Recognized Mortgagee, the Condominium Board or the other Unit Owner or Recognized Mortgagee of such Unit shall be authorized (but not required), if the same remains uncured, to procure such coverage on behalf of such Unit Owner and the cost thereof shall be charged back to such Unit Owner as a Unit Owner Expense (and, if such coverage is obtained by one of the other Unit Owners, all payments with respect thereto shall be made to such Unit Owner).

6.2.13 Each Unit Owner, at its cost and expense, shall maintain at all times or require the tenants or occupants of its Unit (but excluding guests of the Tower Unit) to maintain at all times during the occupancy of any position of the Building thereby, the following insurance and such additional insurance, in type and limit, as is customarily carried with respect to comparable properties as the Condominium Board may reasonably require including (such insurance as applicable to any occupant or tenant of a Unit Owner); Commercial General Liability insurance applicable to the each of its tenants' leased premises and its appurtenances providing, on an occurrence basis, a minimum limit of $1,000,000.00 and (ii) Workers' Compensation insurance, if applicable, shall be obtained in amounts required by Legal Requirements.

6.2.14 Any dispute between or among the Condominium Board, Unit Owners and Recognized Mortgagees under this Section 6.2 will be determined by Arbitration.

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

6.3.1 If the Building is damaged by fire or other casualty, the Condominium Board shall, with due diligence and in as timely a manner as practicable under the circumstances, cause the damage to be repaired and the Building (exclusive of (i) the Units and (ii) Unit Owner or tenant build outs and other similar interior improvements which shall be the responsibility of the affected Unit Owner) to be restored pursuant to the following provisions of this Section 6.3 and Sections 6.4 through 6.10 herein, unless such casualty is a Significant Casualty and 75% of the Unit Owners do not mutually agree to repair and restore the Building, in which event the provisions of Section 6.4 below shall apply.

6.3.1.1 Claims for insurance maintained by the Condominium Board shall be adjusted by the Condominium Board and claims for insurance maintained by a Sub-Board shall be adjusted by such Sub-Board. Any dispute regarding the adjustment and/or settlement of any claim with the relevant insurance company shall be submitted to Arbitration.

6.3.1.2 The Condominium Board shall cause all necessary repair and restoration work with respect to the Building to be performed in accordance with the provisions of this Section 6.3 through 6.10. If proceeds with respect to a loss shall be payable to the Condominium Board, the Depositary (i) shall hold such proceeds in trust for the purpose of paying the costs of the repair or restoration as provided in Section 6.3.1 and (ii) shall apply such proceeds first to the payment in full of the cost of such repair and

restoration before using any part of the same for any other purpose. The Condominium Board shall give notice of completion of any such repair or restoration to all of the Unit Owners if such repair or restoration is needed in all Units, in which case the excess proceeds shall be distributed in accordance with Section 6.7. In connection with the repair and restoration work to the Building in accordance with the provisions of this Section 6.3 and Sections 6.4 through 6.10, the Condominium Board shall engage an Architect, if required, to repair or restore the Building. The repair and restoration shall be commenced and pursued to completion in as timely a manner as practicable and shall be performed on behalf of the Unit Owners and the Condominium Board by a Contractor (as hereinafter defined) Reasonably Approved by a majority of the members of the Condominium Board. Any dispute among the members of the Condominium Board under this Section 6.3 shall be submitted to Arbitration.

6.3.1.3 The plans and specifications for such repair and restoration shall be prepared by the Architect in accordance with instructions given by the Condominium Board, and shall provide for the restoration of the damaged portion of the Building as close as commercially practicable to the Building as it existed prior to the damage or destruction, except to the extent any changes in applicable Legal Requirements require otherwise or unless a majority of the Unit Owners agree otherwise. The Condominium Board shall cause the Architect to furnish to each of the Base Unit Owners and Tower Sponsor, or the Sub-Boards as the case may be, and the Condominium Board a set of the plans and specifications (and shop drawings upon request), which it has prepared or caused to be prepared. If, in connection with any restoration or repair hereunder, the Base Unit Owner or Tower Sponsor, or the Sub-Board(s) as the case may be, desires to make any material change in or to its Section, the consent of the Base Unit Owner or Tower Sponsor or other Sub-Board, as the case may be, shall be required, which consent shall not be unreasonably withheld or delayed provided that (i) such change is consistent with the standards generally applicable to that of a Comparable Building, (ii) such change will not result in a reduction of the rentable square footage of any of the other Units and (iii) such material change will be made at the sole cost and expense of the party desiring to make such material change. Any dispute concerning any such material change shall be submitted to Arbitration. Nothing contained herein shall be deemed to limit the Base Unit Owner, Tower Sponsor or the Sub-Boards, as the case may be, from engaging their own architect to perform restoration work to their respective Sections (subject to the provisions of the Declaration and these By-Laws), provided that such architect shall coordinate the performance of its work with the Architect engaged by the Condominium Board.

6.4 **Significant Casualty.**

6.4.1 If a Significant Casualty occurs and 75% or more of the Unit Owners do not agree to repair and restore the Building, (a) the Condominium Board shall secure and fence in the Property boundary, and shall raze the Building, if necessary, and put the Building and Property into compliance with Law, and otherwise make the Property and Building safe, and (b) the Property shall be withdrawn from the provisions of the Condominium Act and shall be subject to an action for partition at the election of any Unit Owner or lienor as if owned in common, in which event the Net Proceeds of

Sale, together with any net insurance proceeds, shall be distributed to the Board, which in turn shall distribute them in accordance with the Unit Owners' percentage of Common Interest. Notwithstanding anything to the contrary set forth herein, no payment shall be made to a Unit Owner until there has first been paid from out of such Unit Owner's share of such proceeds all liens on such Unit Owner's Unit, in the order of priority of such liens. In the event the Building is repaired and restored as aforesaid, each Unit Owner (including any Resultant Unit Owner) hereby acknowledges and agrees that insurance proceeds will be first applied to such repair and restoration.

6.4.2 Notwithstanding anything to the contrary set forth in Section 6.4.1: (i) if the AVB Mortgagee (and the first Recognized Mortgagee of all subsequent Unit Owners, including a Resultant Unit Owner), at the time of a vote in connection with restoration after the occurrence of a Significant Casualty, does not require the payment of proceeds to the AVB Mortgagee (or such first Recognized Mortgagee), then the applicable Sub-Board or Unit Owner shall vote in favor of restoration, and hereby gives an irrevocable proxy and power of attorney coupled with an interest to the other Unit Owner(s) or Sub-Board voting in favor of restoration to vote in favor of restoration (the "Restoration Proxy"); and (ii) in the event that (x) the AVB Mortgagee (or such other first Recognized Mortgagee) does require payment of proceeds and the Sub-Board or Unit Owner(s) votes not to restore, such that restoration is not required or (y) a Unit or Section is not restored, a Unit Owner or Sub-Board electing to restore shall have the right to purchase the non-electing Unit Owner's Unit or Section for a price equal to the relative market value of the Unit or Section at the time in question. Each Unit Owner and Sub-Board will grant or will be deemed to have granted to the Condominium Board and other Unit Owners or Sub-Board a Restoration Proxy upon acceptance of a deed to a Unit. The grant of such Restoration Proxy will run with the land (i.e. fee title to the respective Unit owned by each Unit Owner) and any subsequent conveyance of a Unit will not be deemed to terminate or revoke the Restoration Proxy.

6.5 **Determination of Costs.** As soon as reasonably practical after any fire or other casualty (but in no event more than sixty (60) days after such fire or other casualty), a Certifying Professional shall be retained by the Condominium Board. The Condominium Board shall direct the Certifying Professional to prepare a reasonably detailed statement setting forth (i) a description of the damaged Common Elements and structural supports, and (ii) an estimate of the total costs of such repair or restoration of said Common Elements, which notice shall include a complete schedule of costs and a reasonably detailed breakdown thereof by area and type of damage and necessary repair and restoration. To the extent that the Condominium Board and the Unit Owners are required to restore in accordance with the provisions herein, each Unit Owner shall be solely responsible for the costs of restoration to such Unit Owner's Unit. If the cost and expense of any repair and restoration to the General Common Elements pursuant to the provisions herein shall exceed the amount of insurance proceeds, the excess cost and expense (or the entire amount of such cost and expense, if there are no insurance proceeds) shall be borne by each of the Unit Owners in proportion to their respective percentage of Common Interest. Notwithstanding the foregoing, (1) to the extent the additional costs result from the acts or omissions of a Unit Owner, such Unit Owner shall be solely responsible for payment of the additional costs, and (2) if a Unit Owner fails to

carry any insurance required under Section 6.2 (or otherwise cause its tenants or owners to Maintain such coverage, as applicable), such Unit Owner shall be responsible for the payment of any restoration costs that would have been paid from the proceeds of such insurance. The Unit Owners shall share, subject to the terms of the immediately preceding sentence, any cost overruns resulting from "Unavoidable Delays" (that are not caused solely as a result of one or more Unit Owner's actions or inactions, in which case such Unit Owner(s) would bear the costs entirely and that do not affect more than one Unit) based upon the Unit Owners' percentage of Common Interest. Each Unit Owner shall share in paying any insurance deductible with respect to the Common Elements only in accordance with the Unit Owner's percentage of Common Interest and shall be fully responsible for any deductible with respect to insurance covering damage to the Unit itself.

6.6 **Insurance Proceeds to Depositary.** The Depositary shall hold all insurance proceeds and shall be the disbursement agent therefor, except if the damage due to fire or other casualty is confined solely to one (1) Unit, without affecting any Common Elements or the other Unit or Units.

6.7 **Excess Insurance Proceeds.** Upon completion of the repair and restoration in accordance with the provisions of these By-Laws and full payment therefor and for all costs in connection therewith, any excess insurance proceeds shall be distributed into a trust fund for the benefit of the Unit Owners (including any Resultant Unit Owner) and delivered to the Condominium Board, which fund shall thereafter be distributed in accordance with the Unit Owners' percentage of Common Interest, subject to the rights of any applicable Recognized Mortgagee to receive such proceeds. In the event of a deficiency, in connection with the repair and restoration work as herein provided, if one of the Unit Owners failed to contribute to the deficiency, the amount of such deficiency, together with interest thereon at the Default Rate, shall be paid to the other Unit Owner to the extent advanced by such other Unit Owner (pro rata based on the amounts advanced by each such Unit Owner for such deficiency).

6.8 **Costs Defined.** For purposes herein, architects' and engineers' fees, attorneys' fees (other than those arising from a dispute of the parties hereunder, including, without limitation, any dispute that is submitted to Arbitration), consultants' fees, the fees of the Certifying Professional, title insurance premiums and other similar costs and expenses (including costs incurred by the Condominium Board) relating to repair or restoration shall be included in the costs and expenses of any such repair or restoration.

6.9 **Reallocation of Common Interests.** If, as a result of a casualty, the total square footage of the Base Unit or the Tower Units, as applicable, changes, the Unit Owners shall promptly (x) adjust, as of the date of completion of the repairs and restoration required in connection with such casualty, the Unit Owners' Common Interests in the Condominium in a manner consistent with the allocation thereof in existence immediately following such casualty, and (y) prepare and record in the City Register's Office an amendment to the Declaration and/or these By-Laws, as appropriate, confirming such reallocation. If the Unit Owners do not agree on any of the matters

referred to in the foregoing clauses (x) and (y) within forty five (45) days following completion of the repairs and restoration, they shall submit such issue to Arbitration to the extent permitted by Law.

6.10 **Failure to Pay General Common Charges.**

6.10.1 The Condominium Board shall take prompt action to collect any General Common Charges or Special Assessments which remain unpaid following notice and the expiration of applicable grace periods, including, without limitation, the institution of such actions and the recovery of interest and expenses as are provided in this Section 6.11.

6.10.2 The Condominium Board shall have a lien (the "Condominium Board's Lien") for all unpaid General Common Charges, Special Assessments, other sums payable to it as if part of General Common Charges or amounts otherwise due to the Condominium Board (together with interest thereon as provided in this Article) from a delinquent Unit Owner or General Common Charge Obligor. Such lien(s) shall be subordinate only to liens for real estate taxes and other assessments by taxing authorities and, to the extent required by applicable Law, to prior recorded mortgages on the Unit(s) of such delinquent Unit Owner(s), which are first mortgages of record. Without limiting any of the foregoing (but subject to the rights of the applicable Sub-Board), the Condominium Board may: (w) bring an action to foreclose the Condominium Board's Lien in accordance with Section 339-aa of the Real Property Law; (x) purchase the interest of the owner of such Unit at a foreclosure sale resulting from any such action; (y) proceed by appropriate judicial proceedings to enforce the specific performance or observance by the defaulting General Common Charge Obligor of the applicable provisions of the Declaration or these Condominium By-Laws from which default arose; or (z) exercise any other remedy available at Law or in equity; however, in the event the net proceeds received on a foreclosure sale are insufficient to satisfy the Defaulting Unit Owner's obligations, there shall be no further cause of action against such Unit Owner with respect to such deficit. Each of the remedies herein described as well as any other remedy available at Law or in equity may be exercised concurrently or sequentially. Any Recognized Mortgagee may bid in a foreclosure sale of its Unit.

6.10.3 The Condominium Board shall not record any notice of any Condominium Board's Lien prior to the date on which all applicable notice and grace periods (including cure periods to which any Recognized Mortgagee may be entitled) in respect of the default(s) giving rise to the Condominium Board's Lien have expired. Subject to the requirements with respect to notice, grace and cure periods set forth in the preceding sentence, the pendency of an Arbitration with respect to the obligations giving rise to any such lien shall not serve to prevent the Condominium Board from recording any Condominium Board's Lien; however, no proceedings or filings in furtherance thereof (other than as may be required in order to preserve the validity and priority of the lien so recorded) shall be had or made, as the case may be, until the resolution of the Arbitration with respect thereto, and to the extent it shall be determined in Arbitration that the Condominium Board was not entitled to record all or any portion of such Condominium Board's Lien, the Condominium Board shall, as promptly as practicable

following such determination and at the Condominium Board's expense, cause its Condominium Board's Lien (or portion thereof) to be released and discharged. The Condominium Board's Lien shall be effective from and after the time of recording in the public records of New York County of a claim of lien stating the description of the Unit, the name, if any, and the address of the Unit, the City Register's File Number (or other identifying recording information) of record of the Declaration, the name of the record owner, the amount due and purpose of such amount and the date when due. Subject to amounts permissible in accordance with the second-to-last sentence of Section 6.10.4 hereof, such claim of lien shall be paid in full and shall be signed and verified by an officer or agent of the Condominium Board. Upon full payment of all sums evidenced by the lien including, without limitation, interest at the Default Rate, the party making payment shall be entitled to a recordable satisfaction of lien to be recorded at its expense. Liens for unpaid General Common Charges may also be reduced to a personal money judgment against the Unit Owner or may be foreclosed by suit brought in the name of the Condominium Board or the Unit Owner asserting the lien in the same manner as a contract or other action (and without waiving the lien securing the same); provided, however, that no Unit Owner shall be liable to the Condominium Board for any deficiency with respect to a Unit owned by such Unit Owner and upon which the Condominium Board has foreclosed its Condominium Board's Lien. In the event of the foreclosure of such lien, the Condominium Board shall have the power to bid on the Unit at foreclosure sale and to acquire, hold, lease, mortgage and convey such Unit.

6.10.4 The Condominium Board shall charge any delinquent General Common Charge Obligor: (i) a late charge of $.05 for each dollar of such amounts which remain unpaid for more than ten (10) days from their initial due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid); (ii) interest at the Default Rate on such unpaid amounts (exclusive of any "late charges" theretofore collected on such amounts) computed from the due date thereof to the date payment is actually received from the delinquent General Common Charge Obligor; and (iii) if the Condominium Board institutes a suit or other proceeding to collect sums due hereunder, all expenses, including, without limitation, attorneys' fees and expenses paid or incurred by the Condominium Board or by any managing agent in any proceeding brought to collect such unpaid General Common Charges or in an action to foreclose a Condominium Board's Lien with respect to such delinquent Person's Unit(s). All such late charges, interest, expenses and fees shall be added to and shall constitute General Common Charges payable by such General Common Charge Obligor (and the Condominium Board's Lien, as applicable, shall also secure the payment of such additional sums). A suit to recover a money judgment for unpaid General Common Charges shall be maintainable without foreclosing or waiving the lien securing such charges.

6.11 **Other Defaults Under the Condominium Documents.**

6.11.1 The violation of any of the General Rules and Regulations or the breach of any provision of these Condominium By-Laws, or the breach of any provision of the Declaration, shall give the Condominium Board the right, in addition to any other rights set forth in these Condominium By-Laws or the Declaration, to send a Remedy

Notice to the owner of any Unit which has given rise to such a violation or breach. If the condition referenced in the Remedy Notice is not cured within ten (10) days of the receipt of the Remedy Notice, or, if the condition is such that it cannot be cured within ten (10) days, such cure is not commenced and diligently prosecuted within such time period, the Condominium Board may, upon seven (7) days additional notice to the Unit Owner, take such actions as described in Section 6.11.1.1 below; provided, that in cases of Emergency the Condominium Board shall not be required to send a Remedy Notice, but may implement the terms of this Section immediately. The rights of access granted to the Condominium Board hereunder shall be in accordance with the provisions of Section 6.21 of these By-Laws and the Declaration.

6.11.1.1 Following such notice and opportunity to cure, the Condominium Board shall have the right, in addition to any other rights set forth in these Condominium By-Laws or the Declaration, (i) to enter any Unit, General Common Elements or Limited Common Elements in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the Defaulting Unit Owner, any structure, thing or condition resulting in such violation or breach and the Condominium Board shall not thereby be deemed guilty or liable in any matter of trespass, subject to the Access Conduct Standards, and/or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at Law or in equity, the continuance of any such violation or breach, in the event the Unit Owner does not promptly act or complete the repairs or replacements, and to seek reimbursement for any costs or expenses incurred in connection therewith, and/or (iii) to levy such fines and penalties as the Condominium Board may deem appropriate, and the Condominium Board shall have the same remedies for non-payment of such fines and penalties as for non-payment of General Common Charges.

6.11.2 The violation or breach of any of the provisions of these Condominium By-Laws, any of the General Rules and Regulations or the Declaration with respect to any rights, easements, privileges or licenses granted to the Base Unit Owner, Tower Sponsor, Sub-Boards or the Condominium Board or their designees shall give to the Base Unit Owner, Tower Sponsor, applicable Sub-Board or the Condominium Board or their designees, as the case may be, the right, in addition to any other rights set forth in these Condominium By-Laws or the Declaration, to enjoin, abate or remedy by appropriate legal proceedings, either at Law or in equity, the continuance of any such violation or breach.

6.11.3 Subject to Section 6.13.1, in the event that any Unit Owner, after receipt of written notice from the Condominium Board (or notice duly given in the Condominium Board's name), fails or neglects in any way to perform any of its obligations with respect to the Maintenance, repair or replacement of its Unit as provided in the Declaration or these Condominium By-Laws or of any Common Element for which such Unit Owner is responsible under the Declaration or these Condominium By-Laws, the Condominium Board may perform or cause to be performed such obligation unless such Unit Owner, within thirty (30) days after receiving notice of such default by (or in the name of) the Condominium Board, cures such default, or in the case of a default not reasonably susceptible to cure within such period, commences and thereafter

prosecutes to completion, with due diligence, the curing of such default. All sums expended and all Costs and expenses incurred in connection with the foregoing, together with interest thereon at the Default Rate, shall be immediately payable by such Unit Owner to the Board and shall, for all purposes hereunder, constitute General Common Charges payable by such Unit Owner. Additionally, no Unit Owner may challenge a monetary default unless the amount in dispute is paid first.

6.11.4 The Condominium Board, Tower Sponsor and Base Unit Owner (and for these purposes, the right shall be that of a Sub-Board with respect to a Section that has been subdivided) shall also have self-help rights (to the extent commercially reasonable and otherwise in accordance with this Section 6.11) in the event that the Board or the Base Unit Owner or Tower Sponsor or Sub-Board fails to fulfill its obligations under the Condominium Documents.

6.11.5 Prior to a subdivision of the Base Unit, although the Condominium Board shall have a lien against the Base Unit Owner for unpaid Common Charges and Special Assessments (including without limitation amounts expended by the Condominium Board to cure the Base Unit Owner's failure to perform their obligations under the Condominium Documents, to the extent provided in the Condominium Documents), in the event that the Condominium Board elects not to pursue such remedies, the Tower Sponsor (or Tower Board, as applicable) claiming a default may pursue performance directly and shall have a lien against the Base Unit with respect to sums expended (in accordance with the terms of the Condominium Documents) in effecting performance in the stead of the Base Unit Owner, to the same extent as the Condominium Board, and in connection with such enforcement, such lien in favor of the Tower Sponsor (or Tower Board, as applicable) shall be deemed to be an assignment of the Condominium Board's Lien in this regard.

6.11.6 Without limiting the preceding provisions of this Section 6.11, the provisions of Section 6.11.6(c) shall apply in the event the notices described in 6.11.6(a) or (b) below are transmitted:

(a) in the event the Base Unit Owner or Tower Sponsor shall fail to obtain and maintain any insurance required to be obtained and maintained by it under such of the Condominium Documents as may be applicable, or fails to effect the renewal or substitution of any such policy at least fifteen (15) days prior to the date set forth in any notice received by any such Person from its insurance company or the Condominium Board as the date (the "Insurance Termination Date") on or as of which any such policy is being terminated, is expiring or will otherwise not be renewed (unless such notice is received by such Person with fewer than fifteen (15) days remaining prior to such Insurance Termination Date, in which case such renewal or substitution shall be required in all events prior to the Insurance Termination Date of the required coverage); and any such failure continues for a period of one (1) Business Day following receipt by the defaulting party, from the Condominium Board of a notice of default with respect thereto specifying the policy and coverage amount (as applicable) required to be obtained, maintained, or renewed (as the case may be) and stating in bold print: "THIS IS YOUR FINAL NOTICE THAT YOU ARE IN DEFAULT WITH RESPECT TO THE

CONDOMINIUM'S INSURANCE REQUIREMENTS AS SPECIFIED HEREIN. FAILURE TO OBTAIN, MAINTAIN OR RENEW SUCH REQUIRED POLICY/IES OF INSURANCE WITHIN ONE (1) DAY AFTER THE DATE OF THIS NOTICE SHALL CONSTITUTE AN EVENT OF DEFAULT UNDER THE CONDOMINIUM BY-LAWS AND THE PROVISIONS OF ANY OTHER APPLICABLE SUB-BY-LAWS.".

(b) the Base Unit Owner, Tower Sponsor or Sub-Board (each, if applicable, a "Liening Party") shall cause to be removed, by payment, bond or otherwise, within thirty (30) days after notice of the filing thereof, any mechanics', materialmen's or any other like lien, or to remove of record, and to cure any condition resulting in, any violation required to be released, discharged, removed or cured, as the case may be, in accordance with the provisions of these Condominium By-Laws, arising by reason of its acts or acts of its agents and contractors or for any work or materials which it or its agents, contractors, tenants, subtenants or invitees has ordered and filed against the Property or the other Unit Owner's Unit. The Liening Party must cause to be removed or released all liens prior to foreclosure thereof. In the event the Liening Party fails to comply with the foregoing provisions of this Section, the other Tower Sponsor, Base Unit Owner, or Sub-Board may give notice to the Liening Party specifying the respect or respects of such noncompliance in the following form: "THIS IS YOUR FIRST AND ONLY REQUIRED NOTICE THAT YOU ARE OBLIGATED TO [RELEASE OR DISCHARGE A MECHANIC'S LIEN AND/OR REMOVE A VIOLATION AND CURE THE CONDITION GIVING RISE THERETO] [the inapplicable phrase(s) to be deleted], AS REQUIRED BY ARTICLE 6 OF THE CONDOMINIUM BY-LAWS. FAILURE TO EFFECT SUCH [RELEASE, DISCHARGE, REMOVAL OR CURE] [the inapplicable phrase to be deleted] WITHIN TEN (10) DAYS AFTER RECEIPT OF THIS NOTICE SHALL CONSTITUTE AN EVENT OF DEFAULT UNDER ARTICLE __ OF THE CONDOMINIUM BY-LAWS.".

Except as may be otherwise expressly set forth in the loan documentation evidencing the AVB Mortgagee's loan to the Liening Party, the Liening Party shall not be required to remove such lien if such lien does not expose the other Unit Owners, Sub-Boards and/or the Condominium Board to civil and criminal penalties and does not cause the foreclosure of any the AVB Mortgage on the other portions of the Property, and within said thirty (30) day period the Liening Party (i) shall in good faith diligently proceed to contest the same by appropriate proceedings and shall give notice to the other Unit Owners, Sub-Boards and the Condominium Board of its intention to contest the validity of such lien and (ii) shall deliver to the other Unit Owner and the Sub-Board, at the other Unit Owner's and/or Sub-Board's option, either: (a) cash or a surety bond from a responsible surety company reasonably acceptable to the Sub-Board, as the case may be, in an amount equal to one hundred ten percent (110%) of the lien claim and all interest and penalties then accrued thereon or such greater amount as may be required by Law or (b) such other security or indemnity reasonably acceptable to the Sub-Board and/or the other Unit Owner and its Mortgagee(s), if any.

(c) The defaults described in (a) and (b) above are herein each called a "Special Non-Monetary Event of Default". Following the notices described in (a) and (b)

above, if the default is not cured, the Condominium Board (under (a)) or the Sub-Board (under (b)) shall send a further notice to the defaulting party specifying the nature of the Special Non-Monetary Event of Default, and stating "YOU ARE HEREBY NOTIFIED THAT THE [APPLICABLE] BOARD SHALL BE ENTITLED TO EXERCISE ITS RIGHTS TO CURE THE EVENT OF DEFAULT DESCRIBED HEREIN IF YOU DO NOT CURE OR (AS APPLICABLE) COMMENCE THE CURE OF SAME, IN ACCORDANCE WITH THE CONDOMINIUM BY-LAWS, WITHIN ___ DAYS **[to be specified by the [Applicable] Board but which shall not be less than seven (7) Business Days]** AFTER YOUR RECEIPT OF THIS NOTICE, WHICH MAY ENTAIL, WITHOUT LIMITATION, ENTRY BY THE CONDOMINIUM BOARD OR ITS AGENTS UPON YOUR UNIT AND/OR LIMITED COMMON ELEMENTS. AMONG OTHER THINGS, YOU WILL BE RESPONSIBLE FOR ALL COSTS INCURRED BY OR ON BEHALF OF THE [APPLICABLE] BOARD IN CONNECTION THEREWITH." If, following receipt of such notice, the defaulting party shall fail to cure such circumstances giving rise to such Special Non-Monetary Event of Default, or, if the condition giving rise to a Special Non-Monetary Event of Default is of a nature such that it cannot reasonably be cured within the period specified in such further notice and after so notifying the applicable Board within such period, the defaulting party fails, as promptly as practicable within such period, to commence such cure and thereafter proceed with diligence and continuity to complete such cure, then upon such occurrence and for so long as such Special Non-Monetary Event of Default continues, and following the sending of the notice described in this Section 6.11.6(c), the applicable Board may (without the consent of the defaulting party (notwithstanding any other provision of the Condominium Documents which might otherwise require such consent and without notice other than as provided in this Article 6), subject to Section 6.14 below), but shall not be obligated to, pay the amount or perform or cause to be performed the obligation or otherwise cure or effect the cure of the default which is the basis for such Special Non-Monetary Event of Default (including, for example, by means of causing Repairs or Alterations, or curing violations or removing or bonding mechanic's liens or otherwise as the applicable Board shall deem appropriate). Such right on behalf of the applicable Board to cure any such matters includes, without limitation, the right: (i) to enter the Unit and/or the Limited Common Elements of the Defaulting Unit Owner or Sub-Board, as the case may be, 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 or Board, any structure, thing or condition resulting in such violation or breach and the applicable Board shall not thereby be deemed guilty or liable in any matter of trespass; and/or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach. Any funds expended by the applicable Board, together with interest at the Default Rate from the date of expenditure to the date of repayment, shall be reimbursed by the defaulting party to the applicable Board on demand and, as applicable, the same shall, for all purposes hereunder, constitute part of the General Common Charges payable by such Person.

(d) The applicable Board shall be entitled to payment from the defaulting party for all costs and expenses (including reasonable attorneys' fees) paid or incurred by the applicable Board in defending against, removing or attempting to defend against or remove such lien or violation and may use any security delivered to the

applicable Board for such purposes and for any other damages from the defaulting party's breach under this Section. NOTHING CONTAINED IN THIS SECTION IS INTENDED TO GIVE OR CONFER ANY BENEFITS, RIGHTS, PRIVILEGES, CLAIMS, ACTIONS OR REMEDIES TO ANY PERSON AS AN UPPER PARTY BENEFICIARY UNDER ANY LAWS OR OTHERWISE AND THE PERFORMANCE OF WORK ON ONLY ONE UNIT OWNER'S UNIT SHALL IN NO WAY BE DEEMED TO GIVE THE PARTY PERFORMING SUCH WORK THE RIGHT TO ATTACH A LIEN AGAINST THE OTHER UNIT OWNERS' UNIT(S) OR THE PROPERTY.

(e) Notwithstanding anything in this Section 6.11.6 to the contrary, if the condition giving rise to the Special Non-Monetary Event of Default constitutes an Emergency, such prior notice as is practicable under the circumstances shall be delivered to the defaulting party (which may be, but shall not be presumed to be, none). If no prior notice is given, notice shall be given promptly thereafter.

6.12 **Repairs and Alterations by Condominium Board.** Any Repairs or Alterations performed by the Condominium Board in accordance with the terms of this Section 6.12 shall be the sole responsibility of the Condominium Board with respect to the quality and the proper completion thereof, but the responsibility thereafter for Maintenance and related obligations for such item or area shall remain with the Person who had that responsibility prior to such performance by the Condominium Board.

6.13 **Emergencies Caused by Unit Owners or Board(s).**

6.13.1 In the event that an Emergency exists as a result of: (i) the failure or neglect by a Unit Owner (or its Permitted Users) or the Condominium Board or a Sub-Board to perform any obligation with respect to the operation, Maintenance, care, upkeep or Repair of its Unit or Common Elements (under its control and for which it is, under the Condominium Documents, responsible), as the case may be; (ii) a condition existing or an occurrence within a Unit or a Common Element, as the case may be; or (iii) the violation by a Unit Owner or a Board (or any Permitted User) of any of the Declaration, these Condominium By-Laws, the Base By-Laws, the Tower By-Laws or any Rules and Regulations, all the other Unit Owners and the Condominium Board and Sub-Boards that have (or that have Permitted Users that have) Units, Common Elements, property or operations that are threatened or affected by such Emergency, shall have the right, but not the obligation, to enter that portion of the Property in or from which, or as to which, such Emergency exists and to perform or cause to be performed any such operation, Maintenance, care, upkeep or Repair or otherwise take any reasonable action under the circumstances to summarily abate and remove, at the expense of the Defaulting Unit Owner or Board, as the case may be, such Emergency, but in all events only to the extent reasonably and immediately necessary to do so (*i.e.*, until the Emergency no longer exists), and the party effecting such performance shall not thereby be deemed guilty or liable in any manner of trespass, provided that such party gives the Defaulting Unit Owner or Board, as the case may be, such notice as is practicable under the circumstances (which may be, but shall not be presumed to be, none), which notice, to the fullest extent possible, shall describe the Emergency and the actions the party

intending to effect performance intends to take, is taking, or has taken to abate such Emergency and further provided that such actions were taken only to the extent reasonably and immediately necessary to cause the Emergency no longer to exist. The reasonable costs and expenses incurred in connection with the making of any such Maintenance, repair or replacement or the taking of any such action for which such applicable Unit Owner or Condominium Board or Sub-Board, as the case may be, is or would be otherwise responsible, together with interest thereon (at the Prime Rate for the first twenty days after demand for payment, and at the Default Rate thereafter), shall be immediately payable upon demand by such Unit Owner or Condominium Board or Sub-Board, as the case may be, to the Person effecting such performance. The Condominium Board shall have a Condominium Board's Lien in respect of amounts owed pursuant to the preceding sentence as if the same were payable to the Condominium Board as part of the General Common Charges payable by such applicable Unit Owner or Board, but such lien shall be held (and enforced) by the Condominium Board for the benefit of the Person effecting such performance.

6.13.2. Any operation, Maintenance, Repair or other action taken to abate and remove any such Emergency in accordance with the terms of subsection 6.13.1, shall be the sole responsibility of the Person taking such action (including, in the case of any Repair, with respect to the quality and the proper completion thereof) and such Person shall be liable for any and all costs or damage caused thereby or in the course thereof and shall indemnify and hold the affected Board(s), managing agents, and Unit Owner(s) harmless with respect to the same; except that, in the case of any repair or physical Maintenance performed during or as the result of an Emergency, the responsibility thereafter for Maintenance and related obligations for the item or area repaired or replaced shall remain with the Person who had that responsibility prior to the Emergency. Notwithstanding the foregoing, the Tower Sponsor shall not incur any liability for taking any action to abate and remove an Emergency in accordance with this Section 6.13.2, unless such cost or damage is due to the gross negligence or willful misconduct of the Tower Sponsor.

6.14 **Priority of Recourse Against Subdivided Unit Owners.**

6.14.1 Notwithstanding anything to the contrary contained in this Article 6 and without limiting the rights of a Sub-Board as set forth in its applicable Sub-By-Laws, the Sub-Board, shall in the first instance have the exclusive right of enforcement with respect to, and to exercise any remedy or recourse as against, a Unit Owner within its Section as to whom or which any default under the Declaration, these Condominium By-Laws, the General Rules and Regulations, the applicable Sub-By-Laws and/ Section Rules and Regulations exists. The Sub-Board shall, upon demand by the Condominium Board, use commercially reasonable efforts (and shall promptly, diligently and continuously attempt) to cause such Defaulting Unit Owner within its Section to cure such default (including, without limitation, through the exercise of all remedies available to the Sub-Board under the applicable Sub-By-Laws). However, a default shall in no event be deemed to exist with respect to the Sub-Board by reason of any action or inaction by, or a default existing with respect to, a Unit Owner or Unit Owners within

such Sub-Board's Section (or such Sub-Board's action or inaction with respect to the enforcement or cure of the same).

6.14.2 A Sub-Board shall be required at its expense to collect (or cause to be collected by the Managing Agent) General Common Charges from the Unit Owners within its Section and to pay the total amount of General Common Charges allocated to its Section (for the avoidance of doubt, excluding any Section Expenses or Unit Expenses) to the Condominium Board (without relieving individual Unit Owners within such Section from the obligation to do so) and: (i) the Sub-Board shall receive all income that it receives in trust for the payment first of the full General Common Charges to be paid by it to the Condominium Board; (ii) nonpayment of such charges by more than $200,000 for more than ninety (90) days (which $200,000 shall not include late fees or interest, and which amount shall be increased annually by CPI in accordance with Section 11.5) in the aggregate by one (1) or more Unit Owners in the Section, after notice and opportunity to cure as described in Sections 6.10, 6.11 and 7.3 of these By-Laws, shall be deemed non-payment by all Unit Owners in the Section for purposes of suspension of rights to use shared Amenities and like matters, which remedy shall be determined in the reasonable discretion of the Condominium Board; and (iii) the Sub-Board shall be obligated to cooperate with the Condominium Board in the collection from Unit Owners within such Sub-Board's Section (and the Condominium Board shall cooperate with the Sub-Board). Once the amount of non-paid charges as described in (ii) above reaches an amount below $200,000, any suspended Amenities and other privileges revoked as a result of the delinquent payments shall be promptly restored. A Sub-Board shall initially have the first right to use commercially reasonable efforts to collect Common Charges from non-paying Unit Owners within its Section; provided, however, that if the Sub-Board's full General Common Charge bill for its Section is unpaid for more than 45 days after notice and opportunity to cure, then the Condominium Board shall have, among others, the following remedies: (x) an action to pursue collection from the Sub-Board; (y) an action to compel such Sub-Board to assess its constituent Unit Owners an amount necessary to pay such outstanding General Common Charges; (z) the Condominium Board may directly pursue the individual Unit Owners (to the extent of their share of the Unit's General Common Charges; provided, however, that if an individual Unit Owner has paid its share of General Common Charges, the Condominium Board may not pursue such individual Unit Owner or have any lien on its Unit with respect to such default). All efforts by the Condominium Board to collect General Common Charges from the Sub-Board and/or constituent Unit Owners in the Sub-Board's Section shall be at the sole cost and expense of the Sub-Board (unless such expenses are otherwise collected from a constituent Unit Owner). The Condominium Board shall have a right to first monies collected by the Condominium Board or such Sub-Board (before application of same to any Section Expenses or Unit Owner Expenses).

6.15 **Grantee Liable for Unpaid General Common Charges; Statement of Defaults.** Any General Common Charge Obligor may request from the Condominium Board or the Managing Agent for the benefit of a prospective purchaser, lender or Permitted User, or otherwise, a statement: (i) showing the amount of unpaid General Common Charges pertaining to such General Common Charge Obligor; (ii) stating whether there exists any known default under the Declaration or these Condominium By-

Laws by the requesting Person, and if there are known defaults, specifying the nature thereof; and (iii) stating the date and recording information of any amendments to the Declaration and these Condominium By-Laws, and stating whether the Declaration and these Condominium By-Laws are in full force and effect; and the Condominium Board shall provide such statement within ten (10) Business Days after request therefor. The Condominium Board shall be entitled to charge the requesting General Common Charge Obligor a reasonable fee for preparing and rendering said statement. A Permitted Mortgagee may request a similar statement with respect to a Unit upon which it holds a Permitted Mortgage, with any reasonable charge therefor to be paid by the applicable Unit Owner. From time to time, the Condominium Board may request a statement from each General Common Charge Obligor that except as may be otherwise specified, the Condominium Board is not in default under any of its obligations under the Declaration or these Condominium By-Laws, and such other reasonable information as may be reasonably requested. The addressee of any such statement shall be entitled to rely thereon; and each statement shall act as a waiver of any claim between the addressee and the Condominium Board or Person furnishing such statement to the extent such claim is based upon facts contrary to those asserted in the statement and to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statement provided, however, that: (i) the issuance of such statement shall in no event subject the Condominium Board to any liability for the negligent or inadvertent failure of the Condominium Board to disclose correct and/or relevant information and (ii) such issuance shall not be construed to waive any rights of the issuer with respect to any audit of or adjustments to General Common Charges as provided for in the Declaration and/or these Condominium By-Laws, or to challenge acts committed by a Unit Owner for which approval by or consent of the Condominium Board was required but not sought or obtained.

6.16 **Maintenance and Alterations of Units.**

6.16.1 Each Unit shall be kept in good order and repair in a manner consistent with the standards Maintained in a Comparable Building, by the Unit Owner thereof at its sole cost and expense. The Maintenance and Alterations provisions set forth herein shall be subject to the rights of the Base Unit Owner and Tower Sponsor to perform work in their respective Sections and/or the General Common Elements, as set forth in Article 9 of the Declaration, so long as such work does not have a material and adverse effect on the other Section.

6.16.2 Except as otherwise provided in the Declaration or elsewhere in these Condominium By-Laws, no Unit Owner (other than the Base Unit Owner or an Unsold Unit Owner, or Tower Sponsor (with respect to Unsold Tower Units), or their respective designee(s) or their Permitted Mortgagees, who shall not have any obligations under this Article 6 except to the extent the same are consistent with Article 9 of the Declaration) shall make any Alteration or Repair in or to its Unit if the same would affect the structure or Building Systems of the Building ("Structural Work"), without the prior written approval of the Condominium Board. Prior to, and as a condition of, the granting of its consent to Structural Work in or to a Unit (to the extent such consent is required),

the Condominium Board shall have been furnished with: (i) certificates of insurance, indicating that the insurance coverage then required by the Condominium Board to be carried during the performance of any Structural Work is in effect and otherwise in compliance with Section 6.2 of these By-Laws; (ii) all necessary permits, authorizations, approvals and certificates required for the commencement of the Structural Work, (iii) a certification of the architect and/or contractor for the Structural Work (or such other consultant reasonably acceptable to the Condominium Board) stating that such Structural Work will not materially adversely effect the structural integrity of the Building (including the Units and Common Elements) or the shared Building Systems, and (iv) in the case of Structural Work involving noise, odor or vibrations, a certification of the architect for the Structural Work (or such other consultant reasonably acceptable to the Condominium Board) stating that such Structural Work will be performed in a commercially reasonable manner so as to minimize such noise, odor or vibrations (taking into account the fact that portions of the Building will be occupied by tenants and residential guests), (the provisions of subparagraphs (i) through (iv) are hereinafter referred to as the "Work Conditions"). Notwithstanding anything to the contrary herein, the provisions of this Section 6.16.2 (iii) and (iv) do not apply to work other than Structural Work. The Condominium Board may, at its option, may require the Unit Owner (other than the Base Unit Owner or Unsold Unit Owner, or Tower Sponsor, or their respective designee(s)) to execute an agreement, in form and substance satisfactory to the Condominium Board, setting forth the terms and conditions under which such Alteration or Repair may be made.

6.16.3. Any Repairs by a Unit Owner which would affect the structure or Building Systems of the Building and all Alterations to any Unit shall be made in accordance with Sections 9.1 and 9.2 of the Declaration and the provisions hereof. All Repairs and Alterations shall be performed: (i) at the Unit Owner's sole cost and expense; (ii) in a manner which will not interfere with, or cause any labor disturbances or stoppages in, the work of Condominium employees or other contractors or subcontractors employed in the Units or the Building, including the work required to obtain a temporary or permanent certificate of occupancy by the Base Unit Owner or Tower Sponsor for all or any portion of the Building; (iii) during only such days and hours as may be specified by the Condominium Board in its reasonable judgment; (iv) only after obtaining such insurance, naming the Condominium Board and the Managing Agent, the Base Board and its managing agent, and the Tower Board and its managing agent as additional insureds, as the Condominium Board may require; and (v) in compliance with the Declaration, these Condominium By-Laws, applicable Sub-By-Laws including Rules and Regulations, as applicable, the General Rules and Regulations, if any, and all Laws; provided, however, that (x) the foregoing clauses (ii) through (iv) shall not apply to the Base Unit Owner or Unsold Unit Owner, or Tower Sponsor or Unsold Tower Unit Owner, or their respective designee(s) and (y) the foregoing clause (v) is applicable to the Base Unit Owner or Unsold Unit Owner, or Tower Sponsor or Unsold Tower Unit Owner, or their respective designee(s), only to the extent that each such party must comply with the applicable provisions of Article 9 of the Declaration.

6.16.4 The Person performing or causing, permitting or suffering Alterations to be performed (the "Performing Party") shall, if required by the

Condominium Board (and, with respect to the Base Unit Owner or Unsold Unit Owner, or Tower Sponsor, or their respective designee(s), only to the extent required under Article 9 of the Declaration), pay the cost of (x) any necessary amendment of the Declaration and the Floor Plans of the Condominium, if appropriate, to reflect any such Alterations; (y) obtaining all necessary governmental permits, authorizations, certificates and licenses for the commencement and completion of any Alterations (and copies thereof shall be delivered to the Condominium Board promptly after the issuance thereof and prior to the commencement of any Alterations or Repairs), and obtaining any amendment to the Certificate of Occupancy for such Unit, if necessary, and (z) any architectural, engineering and legal fees incurred by the Condominium Board in connection with such work. Neither the Condominium Board nor any Person (other than the Performing Party) shall incur any liability, cost, or expense either: (a) in connection with the preparation, execution, or submission of the applications referred to above; (b) to any contractor, subcontractor, supplier, architect, engineer or laborer on account of any Alterations made or caused, permitted or suffered to be made by any Unit Owner; (c) to any person or entity asserting any claim for personal injury or property damage arising therefrom; or (d) arising out of such party's failure to obtain any permit, authorization, certificate or license, or to comply with the Declaration, these Condominium By-Laws, and applicable Sub-By-Laws (including applicable Rules and Regulations), as applicable, and the General Rules and Regulations, and all Laws insofar as the same relate to Alterations. A Performing Party or causing, permitting or suffering any tenant or occupant to make, any Alteration shall be deemed to have agreed to indemnify and hold the Condominium Board and its Managing Agent, the Base Board and its managing agent, the Tower Board and its managing agent and all other Unit Owners harmless from and against any liability, loss, cost, or expense arising therefrom, and from and against all costs resulting from, arising out of, or in any way connected with, any of the foregoing; provided, however that the foregoing indemnity obligations shall only apply to the Base Unit Owner or Unsold Unit Owner, or Tower Sponsor, or their respective designee(s), to the extent required under Article 9 of the Declaration.

6.16.5 Except in case of an Emergency (in which event the Performing Party shall use commercially reasonable efforts to notify the Condominium Board and the non-Performing Party(ies) as soon as possible), a Performing Party (except for the Tower Sponsor, Base Unit Owner, a Sub-Board or the Condominium Board, which shall be governed by Article 9 of the Declaration) shall not commence Structural Work unless (i) the Performing Party has given at least twenty (20) days prior written notice to the non-Performing Party(ies) of its intent to perform the Structural Work (the "Work Notice") which Work Notice shall include a set of plans of the Structural Work and (ii) the Performing Party has (x) not received written objection thereto from the non-Performing Party(ies) pursuant to this Section 6.16.5 within the twenty (20) day period set forth therein, (y) received consent from the Condominium Board with respect to the Structural Work, or (z) received a written Arbitration determination in accordance with the following sentences of this Section 6.16.5 authorizing the Performing Party to perform the Structural. In connection with the review of Structural Work by the Condominium Board, the Performing Party shall be obligated to reimburse the Condominium Board for all reasonable costs and fees associated with the review of the Structural Work prior to the commencement of the Structural Work. The Condominium Board may, within

twenty (20) days of receipt of a Work Notice, submit a written objection to the proposed Structural Work to the Performing Party setting forth in detail the basis for such objection. If such an objection is submitted and not resolved by the Performing Party and the Condominium Board, proposed Structural Work may only be performed if the matter is submitted to Arbitration for a determination of whether the Structural Work will satisfy the requirements of Section 6.17, including without limitation the Work Conditions. The Condominium Board receiving the Work Notice shall only have the right to submit a written objection if the proposed work will have an adverse effect on (a) a Unit (including the use and operation thereof), and/or (b) the Common Elements, the shared Building Systems or access to and from a Unit and/or any services provided to such non-Performing Party(s) or the Condominium Board. In the event the Condominium Board does not make a written objection to the Structural Work within the 20-day period, the Condominium Board will be deemed to have waived any objections and the Performing Party shall be authorized to perform the Structural Work, subject to compliance with these By-Laws.

6.16.6 "Unit Work" refers to any alterations, additions, improvements or repairs a Unit Owner is permitted to make within its Unit, whether structural or non-structural, ordinary or extraordinary, and all in accordance with the terms of the Declaration and these By-Laws. Structural Work is a type of Unit Work. Each Unit Owner, at its expense, shall (x) obtain and keep in effect during the course of the Unit Work and/or Structural Work, all necessary municipal and other governmental permits, authorizations, approvals and certificates for the commencement and prosecution of its Unit Work and/or Structural Work and shall obtain final approval thereof upon completion (including, without limitation, a certificate of occupancy), and deliver copies of the same to the Condominium Board, (y) obtain such insurance coverage with respect to the Unit Work and/or Structural Work as the Condominium Board commercially reasonably determines is necessary or appropriate in its reasonable discretion or shall be consistent with requirements for a Comparable Building, including without limitation, builders' risk insurance (and shall Maintain the same in effect during the course of the Unit Work and/or Structural Work) and (z) if the Condominium Board determines that any Unit Work and/or Structural Work so requires, cause the Declaration to be amended and new Floor Plans to be filed (by those Persons designated by the Condominium Board to prepare such amendment or file such plans) at the sole cost of the Unit Owner undertaking such Unit Work and/or Structural Work. To the extent such Unit Work and/or Structural Work requires plans or permits, the Unit Owner undertaking such work shall provide the Condominium Board with copies thereof. The Condominium Board shall cooperate with a Unit Owner and, at such Unit Owner's expense, execute all applications, authorizations and other instruments reasonably required to enable such Unit Owner or its tenants to obtain such permits, authorizations, approvals and certificates, provided the Condominium Board is indemnified in accordance with the provisions of Section 6.17.9 below. To the extent the Condominium Board on a non-discriminatory basis determines that it is commercially reasonably necessary, the Unit Owner undertaking the Unit Work and/or Structural Work shall reimburse the Condominium Board for all reasonable fees and expenses incurred by the Condominium Board, within thirty (30) days of receipt of an invoice, in connection with necessary and reasonable inspections of the Unit Work and/or Structural Work to determine whether the

same are being or have been performed in accordance with all applicable Law and Insurance Requirements, and the provisions of the Declaration and these By-Laws (including, with respect to the Unit Work and/or Structural Work which may affect the Building structure, shared Building Systems or exterior facade the fees and expenses of any architect or engineer employed for such purpose). Any costs of the Condominium Board associated with the Unit Work and/or Structural Work including, but not limited to, the costs set forth above, shall be deemed "Related Costs."

6.16.6.1 Once any Unit Work or Structural Work is commenced, such work shall be completed with reasonable diligence and designed and undertaken in such manner as not to unreasonably delay or impose any expense upon the Condominium Board or the other Unit Owner(s) in the construction, Maintenance, cleaning, repair, safety, management, security of operation of the Building, or any part thereof, and so as not to unreasonably interfere with, or cause unreasonable interruption of, the operation and Maintenance of the Building, or any part thereof, or cause unreasonable annoyance to, or unreasonable interference with, the use and occupancy of the Building and the other Unit by the Permitted Users (including, without limitation, causing unusual noise or vibrations). No Unit Work or Structural Work may jeopardize the soundness or structural integrity of any Unit, its appurtenant Limited Common Elements or the General Common Elements or the safety of any Permitted Users or involve commercially unreasonable levels of noise, odors or vibrations (taking into account the fact that portions of the Building may be occupied by tenants and residential guests). Any dispute hereunder shall be resolved by Arbitration.

6.16.7 Any application to any department of The City of New York or to any other governmental authority having jurisdiction thereof for a permit to perform any Unit Work and/or Structural Work or to obtain any amendment to the existing certificate of occupancy to reflect such work or any reconfiguration of a Unit and/or a change in use in or to any Unit or to the Limited Common Elements exclusively appurtenant thereto, may be submitted by the Unit Owner, and shall be executed by the Condominium Board (if so required by Law), provided that the Condominium Board shall not incur any liability, cost or expense (a) in connection with such application or (b) to (i) any Unit Owner, contractor, subcontractor, materialman, architect or engineer on account of such Unit Work or Structural Work or to any Person having any claim for injury to person or damage to property arising therefrom and (ii) the Unit Owner undertaking such Unit Work or Structural Work (or an entity reasonably acceptable to the Condominium Board).

6.16.8 Each Unit Owner shall give prompt notice to the Condominium Board of any written notice of violation received by said Unit Owner arising from or otherwise connected to the Unit Work or Structural Work performed by it or on such Unit Owner's behalf, which shall be issued by any public authority having or asserting jurisdiction over the Unit or Building, and, upon receipt of notice thereof, promptly procure the cancellation or discharge of the same at its expense; provided, however, nothing herein shall prevent a Unit Owner from contesting in good faith and at its own expense any such notice of violation, provided however that same does not have a material adverse effect on the Building or another Unit Owner.

6.16.9 Neither the Condominium Board nor the Unit Owners (other than the Unit Owner making any Alterations or causing any of the same to be made) is obligated to incur any liability, cost or expense (i) in connection with the preparation, execution, or submission of the applications referred to in Section 6.17.7 hereof; (ii) to any contractor, subcontractor, materialman, architect or engineer on account of any Alterations made or caused to be made by any other Unit Owner; or (iii) to any Person asserting any claim for personal injury or property damage arising therefrom. A Unit Owner making any Alterations, or causing any of the same to be made, in or to its Unit or the Limited Common Elements appurtenant thereto shall indemnify, defend and hold the Condominium Board, the members of the Condominium Board, the officers of the Condominium Board, the Managing Agent and the other Unit Owner(s) harmless from and against any liability, cost and expense (including reasonable attorney's fees) arising from or in connection with such work, except to the extent caused by the willful misconduct or gross negligence of any such indemnified party.

6.16.10 Notwithstanding any other provision of these By-Laws to the contrary:

6.16.10.1 In the event that any Maintenance to the Property or any part thereof is necessitated by the negligence, misuse, neglect or willful acts or omissions of (a) any Unit Owner or any guest, agent, licensee, tenant or invitee of a Unit Owner, the entire cost thereof shall be borne by such Unit Owner or (b) the Condominium Board, the entire cost thereof shall be charged to all of the Unit Owners as part of the General Common Charges, except in all such cases to the extent such cost is covered by the proceeds of any insurance Maintained pursuant to the provisions hereof.

6.16.10.2 In the performance of Unit Work or Structural Work, to the extent a Unit Owner needs to access General Common Elements, said General Common Elements must be restored to substantially the same condition they were in prior to the performance of such Unit Work or Structural Work at the Performing Party's sole cost and expense.

6.16.10.3 Notwithstanding anything to the contrary set forth in the Declaration or these By-Laws, to the extent that there is located a terrace or balcony which is appurtenant to any Unit, the Unit Owner thereof shall have the exclusive right to use such terrace or balcony (subject to the right of the Condominium Board to access same to perform any Maintenance obligations under the Declaration and these By-Laws), and shall be responsible for normal Maintenance to the surface of pavers of such terrace, and to any fencing or other enclosure around the terrace or balcony. All drains and gutters on or appurtenant to a terrace or balcony must be maintained free of leaves and other debris by the Unit Owner, and to prevent any water back-up on the terrace or balcony. No Unit Owner may install a fence or any addition to a terrace or balcony. In order to prevent an adverse impact on the General Common Elements, including the structure of the Building, no objects that exceed the structural load (which is 60 pounds per square foot for a balcony, and 100 pounds per square foot for a terrace) may be placed on any terrace or balcony without the written permission of the Condominium Board. The Unit Owner of a Unit to which a terrace or balcony is appurtenant shall be

responsible for any water damage caused to the Unit or any other Unit or the to the Building, resulting from clogged drains or from any other use of such terrace or balcony. The cost to Maintain, repair or replace the slab beneath the surface of the balcony or terrace shall be a General Common Expense unless the damage to the slab was caused by the negligence of the Unit Owner having access to the terrace or balcony.

6.16.10.4 The public areas of the Building and those areas exposed to public view shall be kept in good, clean and neat appearance, in conformity with the dignity and character of the Building, by (a) the Condominium Board with respect to the General Common Elements, and (b) the Unit Owners with respect to the Units and Limited Common Elements appurtenant thereto.

6.16.10.5 Upon written request of a Unit Owner, the Condominium Board shall, at the sole cost and expense of the requesting Unit Owner, execute (i) any declaration or other instrument affecting such Unit Owner's Unit, or any amendment thereto, which the Unit Owner reasonably deems necessary or appropriate to comply with any Law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the Maintenance, demolition, construction, Alteration, repair, or restoration thereof and which would not adversely affect the other Units or the Common Elements, or otherwise violate the Declaration or these By-Laws, and (ii) any consent, covenant, restriction, or easement, or any amendment thereto, affecting the Unit which the Unit Owner reasonably deems necessary or appropriate and which would not adversely affect the other Units or the Common Elements or otherwise violate the Declaration or these By-Laws; provided, in each such case it shall have received an indemnity in form and substance acceptable to the Condominium Board and from a creditworthy entity acceptable to the Condominium Board, in its reasonable discretion, indemnifying the Condominium Board and the other Unit Owners from any and all liability and claims in connection with such instrument, declaration, easement, amendment or other document. All reasonable costs and expenses of the Condominium Board in connection with the foregoing shall be paid by the Unit Owner making such request and shall be a Unit Owner Expense.

6.16.10.6 Any disputes arising under this Section 6.17 shall be submitted to Arbitration in accordance with Article 14 of these By-Laws.

6.17 **Performance of Work in Common Elements.**

6.17.1 Except as otherwise expressly provided herein, the Condominium Board shall be responsible for and shall operate and Maintain the General Common Elements and any appurtenances thereto, in good order and repair in a manner consistent with the standards of a Comparable Building. Whenever in the judgment of the Condominium Board, the General Common Elements require Maintenance (the "Common Element Work"), the Condominium Board shall proceed with the Common Element Work and shall assess all Unit Owners for the cost (including the Related Costs) thereof as a Common Charge as provided in Section 6.1 of these By-Laws. Notwithstanding the foregoing, any determination by the Condominium Board to perform

Common Element Work that adversely affects the Base Unit Owner (other than expenses set forth in an Annual Budget or Capital Budget) shall only be made if consents to such work have been obtained from the Condominium Board members representing the Base Unit. To the extent the Common Element Work is set forth in an Approved Annual Budget or Approved Capital Budget or otherwise approved by the Condominium Board, the Condominium Board will hire a third party to perform all Common Element Work. Each Unit Owner shall be responsible for Maintaining the Limited Common Elements appurtenant to its respective Unit and the cost (including the Related Costs) thereof shall be assessed to the such Unit Owner as a Unit Owner Expense as provided in Section 6.1 of these By-Laws.

6.17.2. Unit Owners shall not modify the exterior of the Building without obtaining the consent of the Condominium Board. Approved modifications to the exterior facade by a Unit Owner shall be deemed to be Structural Work and the Unit Owner performing such modifications shall be required to comply with the Work Conditions. In addition, any modification to the exterior facade (i) must be in compliance with all applicable Law; (ii) must be in compliance with the restrictions set forth herein with respect to Unit Work; and (iii) shall conform to the character of the neighborhood and be consistent with that of a Comparable Building.

6.18 **Restrictions on Use of Units.**

6.18.1 In addition to the restrictions on use set forth in Article 10 of the Declaration, in order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of Units shall be restricted to, and shall be in accordance with, the terms contained in this Section 6.18 and in Section 6.20 below.

6.18.2 No Unit Owner shall use, store, generate, treat, transport, handle or dispose of within its Unit or elsewhere in the Building any Hazardous Substances other than in strict compliance with applicable Law. No occupant or tenant of any portion of the Building shall use, store, generate, treat, transport, handle or dispose of within its Unit or elsewhere in the Building any Hazardous Substances other than in strict compliance with applicable Law except in strict compliance with applicable Law. "Hazardous Substances" means any pollutants, contaminants, toxic or hazardous substances, materials, wastes, constituents, compounds or chemicals (including, without limitation, petroleum or any by-products or fractions thereof, any form of natural gas, lead, asbestos and asbestos-containing materials, building construction materials and debris, polychlorinated biphenyls ("PCBs") and PCB-containing equipment, radon and other radioactive elements, ionizing radiation, electromagnetic field radiation and other non-ionizing radiation, infectious, carcinogenic, mutagenic, or etiologic agents, pesticides, defoliants, explosives, flammables, corrosives and urea formaldehyde foam insulation) that are regulated by, or may now or in the future form the basis of liability under, any Law. Hazardous Substances shall not include any customary cleaning solutions as long as the same are stored and used as required by Law. The Condominium Board shall have all remedies available at law or equity, including, without limitation, injunctive relief, with respect to any violation of this Section. Each Unit Owner, the Condominium, the Condominium Board and each Sub-Board, as applicable, shall indemnify, defend and

hold the others and their respective officers, directors, shareholders, members, and managers harmless from and against any and all loss, liability, claims, penalties, costs and expenses, including without limitation, attorneys' fees and disbursements, incurred by the Condominium, the Condominium Board, the other Unit Owners and/or other indemnified parties arising in connection with a violation of the terms of this Section.

6.18.3 Unless otherwise approved by the Condominium Board, no Unit Owner may use, or permit the use of, its respective Unit for any of the following purposes: (i) for any unlawful or illegal business, use or purpose, (ii) for any purpose or in any way in violation of the certificate of occupancy (temporary or permanent) issued for the Unit or of any then-applicable or future applicable Law, ordinance, order, rule, regulation, code or other legal requirement, (iii) for the sale or use of illegal drugs or drug paraphernalia, (iv) for permitting or conducting the operation of any business other than as a home office, or (v) for any use that would cause physical damage to the Building or to any Unit or the Common Elements of the Building.

6.19 **Use of Common Elements.** The General Common Elements may be used only for the furnishing of the services and facilities and for the other uses for which they are reasonably suited and their use shall not have an adverse effect on the other Units or Unit Owners.

6.20 **Other Provisions as to Use.** All applicable Law , including without limitation, zoning ordinances, and all rules, regulations and requirements of any insurance rating bureau having jurisdiction over the Property or any portion thereof, shall be complied with at the full expense of the respective Unit Owners (or Sub-Board, as the case may be) or the Condominium Board (in which event, such expense shall be paid by the Unit Owners as a Common Charge), whoever shall have the obligation to Maintain such part of the Property. Notwithstanding anything to the contrary set forth above, if the compliance required pursuant to this Section 6.20 is required solely because of the nature of the use, possession and management of or activities by one of the Unit Owners (or a Resultant Unit Owner) or its tenants, subtenants or invitees, then such Unit Owner (or the Sub-Board) shall be solely liable for the costs and expense of such compliance.

6.20.1 Nothing shall be done, suffered or permitted to be done in any Unit or in or to any Common Element which would (1) impair the soundness or safety of the Building or materially impair any easement or hereditament pertaining to the Property, (2) affect in any way the outside appearance of the Building or the sidewalks and public ways abutting the Building, (3) result in or materially threaten the cancellation of any insurance carried by the Condominium Board or any Unit Owner hereunder, (4) be noxious or odorous or offensive or an unreasonable interference with the peaceful possession and proper use of other Units, or otherwise constitute a nuisance; (5) be in violation of any applicable Law or Insurance Requirements with respect to the insurance referred to in clause (3) above, (6) be in violation of the certificate of occupancy for such Unit or the Building, (7) be in violation of the Declaration or these By-Laws or the General Rules and Regulations of the Condominium Board promulgated thereunder, (8) materially interfere with the Building Systems, or (9) materially impair the delivery of any service that the Condominium Board or any Unit Owner is permitted to receive or

required or permitted to provide hereunder.

6.20.2 If any governmental license or permit (other than a certificate of occupancy or a license or permit applicable to the Building as a whole and required in order to render lawful the operation of the Building), shall be required for the proper and lawful conduct of any business in a Unit, it shall be the responsibility of the Unit Owner of such Unit to duly procure and thereafter Maintain such license or permit and submit the same to inspection by the Condominium Board. The Unit Owner shall at all times comply with the terms and conditions of each such license, permit and Law.

6.20.3 All equipment installed and used in a Unit shall not exceed the permissible floor or electrical loads for said Unit and shall be so equipped, installed and Maintained by the Unit Owner as to prevent the transmission of noise, vibration or electrical or other interference from such Unit to any other area of the Building. All radio, television, telecommunications or other electrical equipment of any kind or nature installed or used in each Unit or its Limited Common Elements shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction thereover and the Unit Owner alone shall be liable for any damage or injury caused by any such equipment in such Unit Owner's Unit or its Limited Common Elements.

6.20.4 Each Unit Owner shall pay, before delinquency, any and all taxes, custom and import duties, assessments and public charges levied, assessed or imposed upon such Unit Owner's business and/or personal property and its Unit.

6.20.5 Each Unit Owner shall cause its Unit to comply with all Legal Requirements and Insurance Requirements.

6.20.6 Each Unit Owner shall be responsible for cleaning the interior of the windows appurtenant to its Unit at its sole cost and expense and shall cause such windows to be cleaned in a manner consistent with acceptable practices for Comparable Buildings. No Unit Owner or occupant shall clean or permit to be cleaned any window or require, permit or allow it to be cleaned, from the outside, in violation of Section 202 of the Labor Law of the State of New York, or any future Legal Requirements of like import, or (if applicable) in violation of the rules of the Board of Standards and Appeals of the City of New York or any other governmental authority having jurisdiction over the Land or the Building. Each Unit Owner shall indemnify and defend the Condominium Board and the other Unit Owners and the AVB Mortgagee, and their agents and employees, for all losses, damages, or fines suffered by any of them as a result of a violation of applicable Legal Requirements; except as may be caused by the gross negligence or willful misconduct of the other Unit Owners, or its employees, contractors or assigns or the Condominium Board, as applicable.

6.20.7 Any dispute arising under this Section 6.21 shall be resolved by Arbitration.

6.21 **Right of Access.**

6.21.1 In addition to the easements granted in the Declaration, each Unit Owner grants a right of access to its Unit to the Condominium Board, the Managing Agent, managers, superintendents and/or any other Person authorized by any of the foregoing for the purpose of making inspections of, or for the purpose of removing violations against such Unit and/or the Common Elements, or any other part of the Property or for the purpose of curing defaults (after the giving of notice and applicable grace period as set forth herein) hereunder or under the Declaration or any of the Rules and Regulations adopted by the Condominium Board, by such Unit Owner or correcting any conditions originating in such Unit Owner's Unit and threatening another Unit or all or any part of the Common Elements; but in each such event, subject to and in accordance with the provisions of the Declaration and these By-Laws, or for the purpose of performing installations or Alterations to the mechanical or electrical services or other portions of the Common Elements within such Unit Owner's Unit or elsewhere in the Building, or for the purpose of reading, Maintaining or replacing utility meters relating to the Common Elements, the Unit or any other Unit in the Building, provided that requests for such entry are made not less than five (5) Business Day(s) in advance (except that in case of an Emergency, the Exercising Party shall give such notice, which may be verbal, as is practicable given the nature of the Emergency) and that any such right shall be exercised in such a manner as will not materially or unreasonably interfere with the normal conduct of business by the tenants and occupants of the Units or with the use of the Units for their permitted purposes. Each Unit Owner whose Unit is subject to the easements and rights of access described in this Section 6.22 shall be reimbursed for Access Costs. In connection with such access or work, the Exercising Party shall (i) minimize any interference with the normal conduct of business by the Unit Owner or by the tenants and other occupants of the Unit in connection therewith (including, without limitation, minimizing the extent and duration of any interruption, curtailment, stoppage or suspension of any Building Services) as is reasonably possible under the circumstances (including, without limitation, performing any such work or obtaining such access on an overtime basis if failure to do so would cause unreasonable interference with any normal business operations conducted in the Impacted Owner's Unit, but subject to such reasonable requirements pertaining to security issues) and (ii) promptly repair any damages from such work or such access, thus restoring the Building or such Unit as the case may be, as nearly as possible to its condition prior to such damages, but (iii) shall not be responsible for any repairs in the Unit unless the repairs were occasioned by damage caused by or arising from the gross negligence of the Exercising Party. Any additional costs and expenses incurred as a result of such work being done outside of normal business hours will be borne by the Unit Owner or the Condominium Board requiring such access. Access Costs shall be payable as set forth in Section in the Declaration, including, without limitation, any determination of expenses and other costs when the access or work under this Section 6.22.1 is required due to any action or inaction by the Impacted Owner or the condition of its Unit. Any disputes arising under this Section shall be submitted to Arbitration in accordance with Article 14 of the By-Laws.

6.21.2 If any excavation or other substructure work shall be undertaken or authorized upon land adjacent to the Building, then, provided that the Condominium Board shall have obtained evidence of insurance, indemnification and other legal

protections, for the benefit of the Condominium Board and the Unit Owners and tenants and other occupants of the Units, reasonably satisfactory to the Sub-Boards, as applicable, each Unit Owner shall, to the extent necessary, afford to the Person causing or authorized to cause such excavation or other substructure work, license to enter upon the Unit owned by such Unit Owner for the purpose of doing such work as shall be reasonably necessary to preserve any of the walls or structures of the Building from injury or damage and to support the same by proper foundations; provided that all such work shall be performed on not less than five (5) Business Day(s) advance notice and in a manner that shall minimize interference with the use and enjoyment of the Unit by the Unit Owner or occupant thereof for the Unit's permitted purposes.

6.21.3 The AVB Mortgagee, while it holds the AVB Mortgage on a Unit, shall have the right, from time to time, upon reasonable advance notice to the Condominium Board and during reasonable business hours except in the event of an Emergency or as otherwise expressly set forth in the loan documents evidencing the loan made by the AVB Mortgagee, to have access to and to inspect the Common Elements that are subject to the lien of the AVB Mortgage, in the company of a member of the Condominium Board or in the company of the Managing Agent for such portion of the Property, in the same manner and to the same extent as provided for access to and inspection of the Unit and the Common Elements appurtenant thereto that is subject to the lien of the AVB Mortgage. Notwithstanding anything to the contrary set forth herein, access to any General Common Elements located within a Unit other than the Unit subject to the lien of the AVB Mortgage, shall be permitted only on not less than five (5) Business Days' advance notice to the affected Unit Owner, except in the case of an Emergency (and shall be subject to reasonable security measures required by the affected Unit Owner) and shall not materially or unreasonably interfere with the use of the affected Unit for its permitted purposes or with the normal conduct and use of the affected Unit by its tenants and occupants.

6.22 **General Rules and Regulations.** The Condominium Board may, from time to time, adopt General Rules and Regulations. The Condominium Board shall enforce such General Rules and Regulations in a good faith and non-discriminatory manner. The General Rules and Regulations shall be consistent with the provisions of the Declaration and these By-Laws. Any disputes relating to the General Rules and Regulations shall be submitted to Arbitration in accordance with Article 14 of these By-Laws.

6.23 **Water Charges, Sewer Rents and Utilities serving a Unit.**

6.23.1 The incoming water service will be master metered to the Building. Cold and hot water distribution will be sub-metered to the Tower Section with two (2) submeters. The Tower Board shall receive one (1) bill based on the hot and cold sub-meters, which will be allocated to the Tower Unit Owners by the Tower Board and shall be payable by each Unit Owner as a Unit Owner Expense. Water usage for the Base Unit will be calculated as the differential between total Building usage (as determined by the master meter) and the sum of the Tower Section's usage plus the Common Element usage (as described in Section 6.24.3).

6.23.2 Sewer charges are based on water usage, which is master metered to the Building. There shall be two (2) sub-meters serving the Tower Section, upon which the sewage calculations will be based for the Tower Section. The Tower Board shall receive one (1) bill based on sub-metered water usage, which will be allocated to the Tower Unit Owners by the Tower Board and shall be payable by each Unit Owner as a Unit Owner Expense. Sewer charges for the Base Unit will be calculated as the differential between total Building usage and the sum of the Tower Section's usage plus the Common Element usage (as described in Section 6.24.3).

6.23.3 Electricity shall be master metered to the Building and then individually submetered to each apartment in the Base Unit, each Tower Unit, and the parking garage. The Tower Board shall receive one (1) bill for such utilities, which shall be billed to the individual Tower Unit Owners based on the electric submeters for each Tower Unit, which shall be payable by each Unit Owner as a Unit Owner Expense.

6.23.4 There are three (3) gas meters provided for the Building: one (1) for cooking, one (1) for heating (domestic water, space heating and gas-fired units) and one (1) for the emergency generator.

6.23.4.1 Cooking gas shall be master metered to the Building. The Tower Board shall receive one (1) bill for gas, which will be allocated to the Tower Unit Owners by the Tower Board and shall be payable by each Unit Owner as a Unit Owner Expense.

6.23.4.2 A master gas meter is provided for Building heating needs (including domestic hot water, space heating and gas-fired rooftop units). The Tower Board shall receive one (1) bill for gas, which will be allocated to the Tower Unit Owners by the Tower Board and shall be payable by each Unit Owner as a Unit Owner Expense.

6.23.4.3 The allocation of the gas bills by the Condominium Board to the Tower Board shall be based on cubic feet for heat and imputed gas from the domestic hot water ("DHW") submeter to the Tower Units, in addition to an allocation for cooking gas for gas ovens (if the ovens within the Tower Units are gas ovens), all as per calculations and/or methodologies provided by an engineering firm selected by the Condominium Board (initially to be MG Engineering D.P.C.) or in accordance with the THERM method, as determined by the Condominium Board. Charges for cooking gas for common areas will be estimated based on the selected equipment and operating schedule for the amenities.

6.24 **Utility Services.** Utilities are provided and supplied to the Property and are distributed within the Building to each Utility Service Area and to the General Common Elements, and shall be paid for, as hereinafter set forth. For purposes of this Section 6.24, a "Utility Service Area" means either the Tower Section and the Base Section.

6.24.1 Electricity.

6.24.1.1 General. Electricity service for the Building will be provided by Consolidated Edison Company of New York, Inc. ("Con Ed") or other utility company/ies or supplier(s) from time to time serving the Property. Electricity usage in the Common Elements shall be calculated as the differential between the total electrical usage for the Building and the sum of the electrical usage in the apartments in the Base Unit, the Tower Units, and the parking garage, and charges therefor will be allocated among the General Common Charge Obligors as a General Common Expense on the basis of relative square footage of the Base Section and the Tower Section. Any other fees related to electricity (such as meter fees, surcharges, taxes, etc.) shall be paid by the Unit Owners in accordance with each Unit Owner's percentage of Common Interest.

6.24.1.2 Direct Metering. Notwithstanding the foregoing, in the event and to the extent that any General Common Charge Obligor shall at any time have or arrange to have all or some of its electricity service supplied directly and exclusively to and for all or any portion of its Utility Service Area, by Con Ed or another utility or supplier, the cost of such electricity shall be paid by such General Common Charge Obligor directly to such supplier and the Condominium Board shall not be obligated to pay any part of any cost required for such direct electric service.

6.24.2 Gas. Gas for the Building will be supplied by National Grid or other utility company/ies or supplier(s) from time to time serving the Property. After deducting the imputed use of gas for the Units as described in Section 6.23.4 above, the remaining portion of the gas bill shall be allocated to each of the Base Unit Owner and Tower Sponsor or Sub-Board, as applicable, based on percentage of Common Interest. The Tower Board shall receive one (1) bill for all of the Tower Units, which shall be payable by each Tower Unit Owner as a Unit Owner Expense. The Condominium Board shall not be obligated to pay any part of any cost required for such direct gas service.

6.24.3 Water and Sewer Charges. Domestic water and sewer services for the Building shall be supplied by The City of New York or other utility servicing the Property. Domestic water supplied to the General Common Elements will be sub-metered for make-up water lines for the cooling tower, the pool and irrigation system, and sewer charges are calculated based on the water sub-meters for the pool and irrigation. Each General Common Charge Obligor shall be required to make payment therefor to the Condominium Board, which shall be responsible for paying the domestic water and sewer charges (whether for usage or other related fees) to The City of New York (or other utility).

6.24.4 Utilities for General Common Elements. Unless specified otherwise in this Section 6.24, the usage and consumption of electricity, gas, domestic water, sewer service and any other utility by, for or in respect of the General Common Elements will be separately metered, submetered or otherwise determined and the costs and charges therefor will be allocated among the General Common Charge Obligors as a General Common Expense on the basis of Common Interest.

6.24.5 Utility Costs Payable as General Common Charges. The Condominium Board may require each General Common Charge Obligor to pay monthly

in advance to the Condominium Board the charges reasonably estimated or anticipated as being attributable to each such General Common Charge Obligor with respect to the aforementioned utilities. All such estimated charges shall be subject to periodic adjustment based upon actual usage.

6.24.6 Meter Readings.

6.24.6.1 The Condominium Board shall, as necessary, engage the services of a reputable meter reading and/or billing company to act on its behalf in properly billing and accounting for each General Common Charge Obligor's share of utility costs reimbursable to the Condominium Board.

6.24.6.2 All such billings to General Common Charge Obligors by or on behalf of the Condominium Board with respect to metered or submetered utilities shall be paid by the Unit Owners as a Unit Owner Expense; and the allocable cost of reading the meters or submeters of each General Common Charge Obligor may be added to the charges payable to the Condominium Board by each such General Common Charge Obligor.

6.24.7 Further Submetering. Each General Common Charge Obligor shall have the right to sub-submeter or allocate, as applicable and as determined in its sole discretion, all or any portion of the utilities within its Utility Service Area and, to bill or otherwise collect amounts from the Unit Owners. The individual Base Unit Owners shall pay their share of their Subdivided Base Section's utility costs to the Base Board in the manner provided in the Base By-Laws. The Tower Unit Owners shall pay their share of the Tower Section utility costs to the Tower Board in the manner provided in the Tower By-Laws. No such sub-submetering or other allocations or arrangements made by a General Common Charge Obligor, however, shall affect or diminish the primary obligation of such General Common Charge Obligor to the Condominium Board with respect to any such charges, as applicable.

6.25 **Trash Removal.** The Condominium Board shall be responsible for arranging refuse pickup from the Building, and shall invoice the Tower Section and Base Section for such services on a per-square-foot basis, which shall be payable as General Common Expense. The Tower Board may distribute the refuse charges amongst the individual Tower Unit Owners.

6.26 **Violations.** If notice of a municipal or other violation of applicable Legal Requirements is given or filed in respect of any portion of the Property as a result of the alleged or actual act of or failure to act by one Unit Owner or its tenants, subtenants, invitees or contractors (the "Violating Unit Owner") and such violation (1) jeopardizes the full force or effect of any certificate of occupancy issued for the Property, (2) materially adversely effects the other Unit Owner's right to occupy, use, enjoy and improve its portion of the Property, or any part thereof, (3) results in the imposition of a lien against the Property as a whole or the other Unit Owner's Unit, or (4) results in a notice of violation, premium increase or otherwise from any insurance provider for any insurance required hereunder or (5) would create criminal liability for the other Unit

Owner or the Condominium Board (in such other Unit Owner's and/or the Condominium Board's reasonable opinion, as the case may be), the Violating Unit Owner shall remove such violation of record within sixty (60) days of receipt of notice from the other Unit Owner and/or the Condominium Board, provided, however, if the Violating Unit Owner has been diligently prosecuting the removal of such violation, the period shall be extended for such additional time as is reasonably necessary to remove the violation. Any time a Violating Unit Owner is otherwise required under this Section to remove a violation, such Violating Unit Owner shall nevertheless not be required to remove the violation if upon prior notice to the Condominium Board and the other Unit Owners, and at its own expense, it is contesting by appropriate legal or administrative proceedings or redress, promptly initiated and conducted in good faith and with due diligence, the validity or enforceability, in whole or in part, of the applicable Legal Requirement giving rise to the violation, provided the following conditions are met: (i) such proceeding has the legal effect of suspending the obligation of the Violating Unit Owner to comply with any such Legal Requirement, (ii) failure to comply with any such Legal Requirement pending the contest will not invalidate or vitiate any insurance required hereunder to be Maintained with respect to the Property, in whole or in part, and will not, in the reasonable opinion of the other Unit Owners and/or the Condominium Board, constitute a present danger to the Property, or any portion thereof, or to the persons using and entering upon the Property, (iii) neither the Property nor any part thereof or interest therein will in the reasonable opinion of the other Unit Owner(s) and/or the Condominium Board be in danger of being sold, forfeited, confiscated, terminated, canceled or lost as a result of such contest by the Violating Unit Owner (whether by foreclosure of any mortgage thereon or otherwise), (iv) the Violating Unit Owner shall have furnished such security as may be required in the proceeding, or in the event that none is required, as may be reasonably required by the other Unit Owner(s) and/or the Condominium Board to insure the payment by the Violating Unit Owner of all costs of compliance, fines and penalties, together with interest thereon, as may be incurred by the Violating Unit Owner in the event of a determination in such proceeding adverse to the Violating Unit Owner, (v) the other Unit Owner(s) and the Condominium Board will not, in their reasonable opinion, be subject to any criminal liability as the result of such contest by the Violating Unit Owner and (vi) the other Unit Owner and the Condominium Board's ability to obtain building permits and or temporary or permanent certificates of occupancy for its Unit(s) will not be affected as a result of such contest by the Violating Unit Owner. If any compliance with this Section shall require any repairs to, or which otherwise affect, the General Common Elements, such repairs shall be performed by the Condominium Board pursuant to Section 6.18 hereof and the cost thereof shall be deemed to be part a General Common Expenses charged to the Unit Owners, unless the reason for such repairs is solely the fault of one Unit Owner, in which event all such costs shall be charged to the applicable Unit Owner as a Unit Owner Expense.

ARTICLE 7

MORTGAGES

7.1 **Unit Owners Rights.** Each Unit Owner (including the Base Unit Owner and Tower Sponsor) shall have the right to mortgage its Unit or otherwise pledge any

direct or indirect ownership interest in such Unit in connection with any financing without the consent of the Condominium Board or the other Unit Owner.

7.2 **Permitted Mortgagees.** A Unit Owner who mortgages its Unit or pledges any direct or indirect ownership interest in such Unit Owner or receives notice of the assignment of such mortgage or pledge by the applicable Permitted Mortgagee, shall notify the Condominium Board of the name and address of said mortgagee, pledgee or the assignee. A Unit Owner who satisfies a mortgage or pledge covering such Unit Owner's Unit or such ownership interests shall so notify the Condominium Board of such satisfaction. The Condominium Board shall maintain such information in a book entitled "Mortgages." The "Recognized Mortgagee" or "AVB Mortgagee" hereunder shall mean the affiliate of AVB, which will be holding a mortgage on the Tower Section, and any mortgagee holding a mortgage encumbering at least ten percent (10%) of the Units or any lender providing mezzanine financing or preferred equity financing or the administrative agent of such lender, to one or both of the Base Unit Owner and Tower Sponsor, for which (a) the notice pursuant to the provisions of this Section 7.2 has been provided to the Condominium Board and (b)(i) as to which the lien of the applicable mortgage or pledge is subordinate to the Declaration or (b)(ii) if applicable, any mortgagee or other lender for which a Permitted Mortgage has been funded with the proceeds from bonds issued by such mortgagee or lender, whether or not such mortgagee or lender holds the Permitted Mortgage at the time in question. The Recognized Mortgagee, upon notice to the Unit Owner and the Condominium Board, shall have the right to assign its rights as Recognized Mortgagee to a servicer. If any mortgagee or pledgee shall request in writing, at the time of execution of a Permitted Mortgage or thereafter, the Condominium Board shall confirm to the holder thereof in writing that such mortgage or pledge, as applicable constitutes a "Permitted Mortgage" hereunder and is entitled to all of the rights and benefits of a Permitted Mortgagee hereunder and that such holder is a "Permitted Mortgagee" hereunder, provided the criteria set forth above for "Permitted Mortgage" and "Permitted Mortgagee" are met. Notwithstanding the foregoing, the lien of any mortgage on a Unit or of any pledge on any direct or indirect ownership interest in a Unit Owner, as applicable, shall not be deemed to be impaired in any respect in the event such mortgage or pledge, as applicable, shall not constitute a Permitted Mortgage hereunder. It is hereby acknowledged that the Recognized Mortgages are Permitted Mortgages. Notwithstanding the foregoing, the AVB Mortgagee at the time of recording of this Declaration need not give the notice required pursuant to Section 7.2(a) in order to be deemed a Recognized Mortgagee, and is hereby deemed to be a Recognized Mortgagee.

7.3 **Notice of Default and Unpaid Common Charges.** The Condominium Board shall promptly notify any Permitted Mortgagee in writing of (i) any default in the payment of Common Charges and/or Special Assessments by an applicable Unit Owner, (ii) any other default by such Unit Owner under the provisions of the Declaration or these By-Laws which may, to the Condominium Board's knowledge, then exist and (iii) the commencement by the Condominium Board of any action or proceeding against such Unit Owner or its Unit.

7.4 **Performance by Permitted Mortgagees.**

7.4.1 The Condominium Board shall accept the payment and performance by any Permitted Mortgagee of any sum or of any act required to be paid or performed by an applicable Unit Owner pursuant to the provisions of the Declaration, these By-Laws and/or any rules and regulations adopted by the Condominium Board, with the same force and effect as though paid or performed by such Unit Owner. Any Permitted Mortgagee shall have a period of thirty (30) days more than the period of time given to its corresponding Unit Owner for remedying any default by a Unit Owner under the Declaration or these By-Laws or causing the same to be remedied and shall, within such period and otherwise as herein provided, have the right, but not the obligation, to remedy such default, or cause action to remedy such default to be taken; provided, however, that if such default is not reasonably susceptible of being cured by a Permitted Mortgagee either within such thirty (30) day period or without obtaining possession of the Unit or the other pledged collateral, the Permitted Mortgagee shall have such additional period of time as is reasonably necessary to obtain possession of the Unit or the other pledged collateral and thereafter cure such default, provided the Permitted Mortgagee has commenced such cure and is diligently prosecuting such cure. The Condominium Board will not commence a proceeding to foreclose its lien against any Unit as a result of any Unit Owner's default until the expiration of the time period described herein that is afforded to any Permitted Mortgagee to cure such default. Payment or performance of any obligation of a Unit Owner by a Permitted Mortgagee shall not give rise to any obligation on the part of the Permitted Mortgagee to so pay or perform in the future.

7.4.2 Notwithstanding the foregoing, any Permitted Mortgagee shall have the same right (but not any obligation) as its applicable Unit Owner to pay any Common Charges or other payments of the other Unit Owner(s) and cause the applicable Board (notwithstanding such payment) to foreclose the lien against the Unit of such Defaulting Unit Owner pursuant to Section 6.12 of these By-Laws. The provisions of this Section 7.4 shall govern over any provision to the contrary contained in the Declaration or these By-Laws.

7.5 **Examination of Books**. Each Unit Owner and Permitted Mortgagee shall be permitted upon reasonable notice at reasonable times on Business Days to examine the books of account of the Condominium, but in no event more than once per month.

7.6 **Rights of Permitted Mortgagees.**

7.6.1 If a Permitted Mortgagee delivers notice to the Condominium Board pursuant to this Article 7 specifying the name and address of such Permitted Mortgagee, such Permitted Mortgagee shall be promptly provided with copies of all notices provided for in these By-Laws. Any Permitted Mortgagee as of the date of the recording of the Declaration shall be deemed to have properly delivered to the Unit Owners and the Condominium Board a notice specifying its name and address entitling it to such notices. After receipt of such notice from a Permitted Mortgagee, no notice given under these By-Laws or the Declaration shall be deemed to have been given unless and until a copy thereof shall have been so given to the Permitted Mortgagee.

7.6.2 Any insurance proceeds or Awards (that are not required to restore) otherwise payable to a Unit Owner (and not the Depositary) shall, upon notice to the Condominium Board from a Permitted Mortgagee of such Unit Owner, be delivered instead to such Unit Owner's Permitted Mortgagee.

7.6.3 If a Unit Owner shall fail to appoint an arbitrator or otherwise fail to take any action as may be required or permitted under the Condominium Documents with respect to Arbitration within the time periods applicable thereto, such appointment or action as otherwise would have been permitted by that Unit Owner may be taken by its Permitted Mortgagee, subject to these By-Laws, and such appointment and action shall be recognized in all respects by the other Unit Owner and the Condominium Board and any determination made in such Arbitration shall be binding on the applicable Unit Owner.

7.6.4 If more than one Permitted Mortgagee having a lien on a Unit exercises any of the rights afforded by these By-Laws, only that Permitted Mortgagee, to the exclusion of all other Permitted Mortgagees, whose Permitted Mortgage is most senior in lien with respect to such Unit shall be recognized by the other Unit Owner and the Condominium Board as having exercised such right, unless such Permitted Mortgagee has designated a Permitted Mortgagee whose Permitted Mortgage is junior in lien to exercise such right.

7.6.5 No amendment, modification, supplement, extension or assignment of a Permitted Mortgage shall affect the status of the holder thereof as a Permitted Mortgagee provided that in the case of an assignment, written notice of the name and address of the assignee is provided to the Condominium Board by the assigning holder.

7.6.6 Any amendment, modification or waiver to the Declaration or these By-Laws that (i) changes the Common Interest of any Unit, (ii) otherwise adversely impairs or changes the priority of the lien held by a Permitted Mortgagee with respect to a Unit, or (iii) terminates the Condominium or otherwise affects the termination of the Condominium as provided under the Declaration or these By-Laws, shall not be binding upon such Permitted Mortgagee without the prior written consent of the Permitted Mortgagee affected by such amendment, modification or waiver.

7.6.7 Upon notice to the Condominium Board in accordance with Sections 7.2 or 7.6.1 of these By-Laws, the Condominium Board will give notice to, and accept commitments and the performance of obligations on behalf of, the Permitted Mortgagee from the Permitted Mortgagee's loan servicing agent. The Condominium Board understands and acknowledges that upon a securitization of any loan or other financing evidenced by a Permitted Mortgage, the trustee for the securitization will transfer the responsibility of the servicing and general administration of the loan or other financing evidenced by a Permitted Mortgage to a subservicer or master servicer, and that, upon compliance with the preceding sentence of this Section 7.6.7, such subservicer or master servicer may act on behalf of the trustee with regard to the loan or other financing evidenced by a Permitted Mortgage.

7.6.8 This Section 7.6.8 shall apply and relate to Permitted Mortgagees of the Tower Units.

7.6.8.1 Each Permitted Mortgagee and the guarantor of the mortgage on any Unit (a "Mortgagee") in the Condominium shall be given written notice within ten (10) days of:

Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the Mortgagee's mortgage;

Any 60-day delinquency in the payment of assessments or common charges owed by the owner of any Unit on which the Mortgagee holds the mortgage;

A lapse, cancellation, or material modification of any insurance policy maintained by the Condominium or the Board unless said policy is simultaneously replaced; and

Any proposed action that requires the consent of the holders of a specified percentage of mortgages.

7.6.8.2 A Permitted Mortgagee who obtains title to a Tower 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 the acquisition of title to the Unit by the Permitted Mortgagee. If the Condominium Board's lien priority includes costs of collecting the unpaid Common Charges, the lender will be liable for any fees or costs related to the collection of the unpaid Common Charges.

7.6.8.3 No provision in these By-Laws shall give a Unit Owner or any other party priority over the rights of the first mortgagee of the Unit pursuant to its mortgage in the case of payment to the Unit Owner of insurance proceeds or condemnation awards for losses to or taking a Unit and/or Common Elements.

7.6.8.4 Any amendment to these By-Laws of a material nature to Permitted Mortgagees shall be agreed to by mortgagees that represent at least 51% of the common interests that are subject to mortgages.

7.6.8.5 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 common interests that are subject to mortgages.

7.6.8.6 Implied approval shall be assumed when a Mortgagee fails to submit a response to any written proposal for an amendment within 60 days after the Mortgagee receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a return receipt requested.

7.7 **Consent of Mortgagees.** Except as otherwise expressly provided for herein or in the Declaration, no consent or approval by any mortgagee shall be required with respect to any determination or act of the Board, officer or Unit Owner; provided, however, that nothing contained herein or in the Declaration shall be deemed to limit or affect the rights of any mortgagee against the mortgagee's mortgagor.

ARTICLE 8

SELLING, LEASING AND MORTGAGING OF UNITS; ESTOPPEL CERTIFICATES

8.1 **Selling and Leasing.** Each of the Base Unit Owner and Tower Sponsor may sell, lease or mortgage its Unit(s) without obtaining the approval of the Condominium Board or the other party. Each of the Base Unit Owner and Tower Sponsor shall have the authority to establish rules and regulations for the sale, leasing and mortgaging its subdivided Units.

8.2 **No Severance of Ownership.** No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his Unit without including therein its appurtenant Common Interest, it being the intention to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests without including all such interests shall be deemed and taken to include the interest or interests so omitted even though the latter shall not be expressly mentioned or described therein. No part of the Common Interest appurtenant to any Unit may be sold, conveyed or otherwise disposed of, except as part of a sale, conveyance or other disposition of the Unit to which such interest is appurtenant or as part of a sale, conveyance or other disposition of such part of the appurtenant Common Interests of all Units. Nothing in this Section 8.2 shall permit the lease of any Unit without the simultaneous lease of its appurtenant Common Interest.

8.3 **Estoppel Certificates.** From time to time, within ten (10) Business Days after written request therefor from any Unit Owner or any Permitted Mortgagee, the Condominium Board and the other Unit Owners shall deliver to the requesting party a written statement executed and acknowledged by the Condominium Board (i) stating that the Declaration and these By-Laws are then in full force and effect and have not been modified (or if modified, setting forth all modifications), (ii) setting forth the then annual Common Charges allocable to the Unit in question and the date to which such Common Charges have been paid, (iii) setting forth the amount of any other expenses payable with respect to the Unit in question, (iv) stating, to the best knowledge of the Condominium Board, whether the Unit Owner in question is in default under the Declaration or these By-Laws and, if such Unit Owner is in default, setting forth the specific nature of all such defaults, and (v) affirming other customary matters reasonably requested by any such Unit Owner or Recognized Mortgagee. The Condominium Board and such other Unit Owner acknowledges that any statement delivered pursuant to this Section 7.6.7 may be relied upon by any Unit Owner, any institutional lender or any prospective institutional lender, purchaser or tenant of any Unit Owner.

ARTICLE 9

CONDEMNATION

9.1 **Taking in General.** If the Condominium Board or any Unit Owner receives notice that all or any part of the Property has been or is to be taken through the exercise of the power of eminent domain under applicable Law (a "Taking") or becomes aware of any actual or threatened commencement of any proceeding for the condemnation of all or any portion of the Property, the Condominium Board or Unit Owner, as applicable, shall so notify the Sub-Boards and the Condominium Board, as applicable. Subject to the rights of the Permitted Mortgagees, the Condominium Board shall on behalf of all Unit Owners have the right to participate in the prosecution of the claims for the Award (as defined below). If such Taking is not of Substantially All the Property (as defined below in Section 9.4), then any restoration, reconstruction, or Alteration required in connection with such Taking shall be performed with due diligence and in as timely a manner as practicable under the circumstances in accordance with the provisions of this Article. Where consent rights are granted to the Base Unit Owner in this section 9.1, and in sections 9.6 and 9.7, such rights shall only apply to the extent that the Base Section is affected by the Taking. "Award" shall mean the award for damages or compensation payable on the basis of, or attributable to, a Taking, and, in the case of a Taking of less than Substantially All of the Property, shall include any Award (or portion thereof) payable on the basis of restoration or other work necessitated by the Taking, but not including any separate claim by any Unit Owner or their respective tenants for personal property, trade fixtures, moving or relocation costs. "Net Award" shall mean the Award less all reasonable fees and expenses incurred by the Unit Owners and the Condominium Board in collecting the Award.

9.2 **Immaterial or Temporary Taking.** In the event of an immaterial Taking (e.g., a Taking in connection with a street widening which does not affect the Building), subject to the rights of Permitted Mortgagees, the Net Award shall, following payment of any amounts required in connection with any restoration in connection with such Taking, be distributed to the Unit Owners in proportion to their respective Common Interest.

9.3 **Material Taking.** In the event of a material Taking that does not constitute a Taking of Substantially All of the Property, the Unit Owners shall cooperate to repair and restore the remainder of the Building in accordance with the applicable provisions of this Article.

9.4 **Taking of Substantially All of the Property.** In the event of a Taking of Substantially All of the Property, the remainder of the Property not taken shall be withdrawn from the provisions of the Condominium Act and shall be subject to an action for partition at the election of any Unit Owner or lienor as if owned in common, in which event the Net Proceeds of Sale, together with the Net Award, shall be allocated amongst the Unit Owners in proportion to their respective percentage of Common Interest. Notwithstanding anything to the contrary set forth herein, no payment shall be made to a Unit Owner until there has first been paid from out of such Unit Owner's share of such proceeds all liens on such Unit Owner's Unit, in the order of priority of such liens. A

Taking of "Substantially All of the Property" shall mean (i) such portion of the Property as, when so taken, would leave a balance of the Property that, due either to the area so taken or the location of the part or parts so taken in relation to the part or parts not so taken, would not, under economic conditions, zoning Laws and building regulations then existing, readily accommodate a new or reconstructed building or buildings of a type and size generally similar to that of a Comparable Building existing at the date of Taking or (ii) a Taking of more than fifty percent (50%) of the rentable square footage of the Building, as determined by the Certifying Professional in accordance with these By-Laws, unless the Condominium Board agrees to repair and restore the Property as a result of such Taking in which event such Taking shall not be deemed to be a Taking of Substantially All of the Property.

9.5 **Obligation to Restore.** Except to the limited extent provided in Section 9.4 above, the Tower Board and Base Board (or, if not subdivided, the Base Unit Owner) shall be obligated to repair and restore their respective Sections, and the Condominium Board shall be obligated to repair and restore the General Common Elements to the extent required in connection with a Taking regardless of whether or not the Net Award is sufficient. Furthermore, each Sub-Board shall cooperate with the other Sub-Board and the Condominium Board in connection with any such repairs or restoration to the Common Elements and the other Section.

9.6 **Supervision of Repair and Restoration.** The Condominium Board shall cause all necessary repair and restoration work with respect to the General Common Elements of the Building to be performed in accordance with the provisions of this Article. In connection therewith, the Condominium Board shall engage an Architect. The repair and restoration shall be commenced and pursued to completion in as timely a manner as practicable and shall be performed on behalf of the Condominium Board by a Contractor. Nothing contained herein shall be deemed to limit the Base Unit Owner, Tower Sponsor or the Sub-Boards, as the case may be, from engaging their own architect to perform repair and restoration work to their respective Sections (subject to the provisions of the Declaration and these By-Laws), provided that such architect shall coordinate the performance of its work with the Architect engaged by the Condominium Board.

9.7 **Plans and Specifications.** The plans and specifications for necessary repair and restoration in accordance with the provisions of this Article shall be prepared by the Architect in accordance with instructions given by the Condominium Board and shall provide for the restoration of the remaining portion of the Building as close as commercially practicable to the Building as it existed prior to the Taking, except to the extent any changes in applicable Law require otherwise or unless at least one member of the Condominium Board designated by each Unit Owner agree otherwise. The Condominium Board shall cause the Architect to furnish to the Condominium Board, and the Tower Sponsor, Base Unit Owner and Sub-Board with a set of the plans and specifications (and shop drawings upon request), which it has prepared or caused to be prepared. If, in connection with any restoration or repair hereunder, the Base Unit Owner or Tower Sponsor (or applicable Sub-Board) desires to make any material change in the Building, the consent of the other shall be required, which consent shall not be

unreasonably withheld or delayed provided that such change is consistent with the standards generally applicable to a Comparable Building, such change will not result in a reduction of the rentable square footage of the other Section and additional costs associated with such changes over and above those which would be incurred in connection with an "as is" restoration (including without limitation, any increase in operating costs as a result of such change) shall be borne by the party requesting such material change. Any dispute between the Base Unit Owner and Tower Sponsor or the Sub-Boards concerning any such material change shall be submitted to Arbitration.

9.8 **Determination and Allocation of Costs.** As soon as reasonably practical after a Taking (but in no event more than sixty (60) days after a Taking), a Certifying Professional shall be retained by the Condominium Board. The Condominium Board shall direct the Certifying Professional to prepare a reasonably detailed statement setting forth (a) a description of the condemned areas of the Building and structural supports, and (b) an estimate of the total costs of required repairs and restoration (exclusive of tenant build outs and other similar interior improvements), which notice shall include a complete schedule of costs and a reasonably detailed breakdown thereof by area and type of damage and type of necessary repair and restoration.

9.8.1 To the extent a party is required to repair and restore its Section or Common Elements pursuant to this Article, such party shall be solely responsible for the cost of restoration incurred in connection therewith, including without limitation, costs resulting from (i) the acts or omissions by such party; (ii) any delays in connection with such repair and restoration by such party or (iii) optional modifications performed in or to the Section or Common Elements by such party. If the cost and expense of any repair and restoration to the Common Elements pursuant to this Article shall exceed the amount of the Net Award, the excess cost and expense shall be borne by the Unit Owners based on the their respective percentage of Common Interest.

9.8.2 The Unit Owners shall share, subject to the terms of the immediately preceding Section, any cost overruns resulting from Unavoidable Delays based on the their respective percentage of Common Interest. The cost of any restoration of the structural supports in connection with a Taking shall be shared by the Unit Owners based on their respective percentage of Common Interest, to the extent that such cost is not satisfied out of the available Net Award.

9.8.3 If one of the Unit Owners failed to contribute to a deficiency in connection with the repair and restoration work as herein provided, the other Unit Owners shall have the right, but not the obligation, to pay such amount on behalf of the non-paying Unit Owner, provided that the amount of such deficiency, together with interest thereon at the Default Rate, shall be paid to the other (paying) Unit Owner(s) to the extent advanced by it and the amount of such deficiency shall be deemed a Unit Owner Expense.

9.8.4 Any Net Award remaining after the completion of repair and restoration shall be distributed amongst the Unit Owners in proportion to their respective Common Interest, subject to the rights of any applicable Permitted Mortgagee to receive

such proceeds.

9.8.5 For purposes of this Article, architects' and engineers' fees, attorneys' fees (other than those arising from a dispute of the parties hereunder, including, without limitation, any dispute that is submitted to Arbitration) consultants' fees, the fees of the Certifying Professional, title insurance premiums and other similar costs and expenses relating to repair or restoration shall be included in the costs and expenses of any such repair or restoration.

9.9 **Reallocation of Common Interest.** If, as a result of a Taking, the total square footage of one or more of the Units change, the parties shall promptly (x) adjust, as of the date of such taking, the Unit Owners' Common Interest in a manner consistent with the allocation of the Common Interest in existence immediately following such casualty or taking and (y) prepare and record in the Register's Office an amendment to the Declaration confirming such reallocation. If the parties shall not agree on any of the matters referred to in the foregoing clauses (x) and (y) within ninety (90) days following completion of the reconstruction, they shall submit such issue to Arbitration.

9.10 **Net Awards to Depositary.** In connection with any Taking, the Depositary shall hold all Net Awards and shall be the disbursement agent for all Net Awards, which pertain to such Taking.

9.11 **Unit Owner's Rights' Distributions.** Notwithstanding anything to the contrary set forth in Sections 9.2, 9.4 and 9.8 above, a Unit Owner is entitled to separately negotiate and/or settle a Net Award with the applicable agency (with regard to a payment due to such Unit Owner resulting from a Taking of its Unit). In the event that it does so, only that portion of the payment received by the Condominium Board in connection with the restoration of the General Common Elements (if any) shall be paid to the Condominium Board and distributed among the Unit Owners in accordance with the Units' percentage of Common Interest.

ARTICLE 10

RECORDS AND AUDITS

10.1 **Records.** The Condominium Board or the Managing Agent shall keep detailed records of the actions of the Condominium Board, minutes of the meetings of the Condominium Board, minutes of the meetings of the Unit Owners for whom the Condominium Board serves and financial records and books of account with respect to the activities of the Condominium Board, including a listing of all receipts and expenditures. The Tower Board or the Managing Agent for the Tower Board, if any, shall keep detailed records of the actions of the Tower Board, minutes of the meetings of the Tower Board, minutes of the meetings of the Unit Owners for whom the Tower Board serves and financial records and books of account with respect to the activities of the Tower Board, including a listing of all receipts and expenditures (the "Tower Report"). The Tower Report shall also include the Annual Budget, Capital Expense Budget and the reserve fund.

10.2 **Audits.** Within four months after the end of each fiscal year, an annual report of receipts and expenditures prepared and certified by an independent certified public accountant shall be submitted by the Condominium Board and the Tower Board to the Unit Owners, and, if so requested, to any Permitted Mortgagee, as the case may be. The cost of such Condominium Board's report shall be a General Common Expense and the cost of the Tower Report shall be a Tower Common Expense.

10.3 **Availability of Documents.** Copies of the Declaration, these By-Laws, the General Rules and Regulations and the Floor Plans, as the same may be amended from time to time, shall be maintained at the office of the Condominium Board and shall be available for inspection by Unit Owners and their authorized agents and any Permitted Mortgagee during reasonable business hours.

ARTICLE 11

MISCELLANEOUS

11.1 **Waiver.** No provision contained in these By-Laws or the General Rules and Regulations shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

11.2 **Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws nor the intent of any provision hereof.

11.3 **Severability.** Subject to the provisions of the Declaration, if any provision of these By-Laws is invalid or unenforceable as against any person, party or under certain circumstances, the remainder of these By-Laws and the applicability of such provision to other persons, parties or circumstances shall not be affected thereby,

and such invalid or unenforceable provision shall be replaced with a similar provision that is valid and enforceable. Each provision of these By-Laws shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by law. In the event any provision of these By-Laws or the General Rules and Regulations conflicts with the provisions of the Declaration, the provisions of the Declaration shall control.

11.4 **Covenant of Further Assurances.**

11.4.1 Any party which is subject to the terms of these By-Laws, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or officer of the Condominium Board or Sub-Board, or otherwise (each, a "Subject Party"), shall, upon prior reasonable written request at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action, as such other party may reasonably request to effectuate the provisions of these By-Laws or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

11.4.2 If any Subject Party fails, within ten (10) days after request therefor, either (i) to execute, acknowledge or deliver any instrument, or to take any action which such Subject Party is required to execute, acknowledge and deliver or to take pursuant to these By-Laws, or (ii) to deliver a written notice to the party requesting such execution, acknowledgment or delivery, and to the Condominium Board representing such Subject Party, stating the reasons why such Subject Party refuses to execute, acknowledge or deliver such instrument or take such action, then the Condominium Board representing such Subject Party is hereby authorized, as attorney-in-fact for such Subject Party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action in the name of such Subject Party and such document or action shall be binding on such Subject Party.

11.4.3 If any Subject Party fails, within ten (10) days after request therefor, either (i) to execute, acknowledge or deliver any instrument, or to take any action which such Subject Party is required to execute, acknowledge and deliver or to take pursuant to these By-Laws at the request of the Tower Sponsor or Base Unit Owner or Sub-Board, or (ii) to deliver a written notice to the Tower Sponsor or the Base Unit Owner or Sub-Board, as applicable, and to the Condominium Board representing such Subject Party stating the reasons why such Subject Party refuses to execute, acknowledge or deliver such instrument or take such action, then the Tower Sponsor, Base Unit Owner or Sub-Board, as applicable, is hereby authorized, as attorney-in-fact for such Subject Party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Subject Party and such document or action shall be binding on such Subject Party.

11.5 **CPI Adjustments.** Unless otherwise expressly provided hereunder, any dollar amount described in this document as "adjusted for inflation" or "subject to adjustment for inflation" (or words of similar import) shall be adjusted by multiplying such amount by a fraction, the numerator of which shall be the Consumer Price Index for

the full calendar month immediately preceding the date of such adjustment, and the denominator of which shall be the Consumer Price Index for the calendar month June, 2015. The "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor for Brooklyn, New York (or the smallest measured area including Brooklyn, New York), All Items (1982-84 = 100), or any successor index thereto, appropriately adjusted. If the Consumer Price Index ceases to be published, and there is no successor thereto, such other reasonably similar index as is designated by the Condominium Board shall be substituted for the Consumer Price Index. If the Consumer Price Index is not immediately available, payments to be calculated in accordance with such Index shall be made based on a reasonable estimate of such Index, and any deficiency shall be paid, and any overpayment credited, against the next installment of funds due, immediately after such index is available.

11.6 **Consents; Requests for Actions.** Any time any Subject Party gives any consent or approval requested to be given hereunder, the other party(ies) shall have the right to rely on such consent or approval and to presume that the party giving such consent or approval is authorized to give it and has obtained any and all approvals it may be required to obtain in connection with such consent or approval. Notwithstanding anything contained herein to the contrary, any time the consent of or other action by a Permitted Mortgagee is required pursuant to the Condominium Documents, if there is more than one Permitted Mortgagee with respect to any Unit, then as to such Unit, such consent or action shall only be required from the Permitted Mortgagee holding a first mortgage lien of record secured by the Unit, or any other Permitted Mortgagee with respect to such Unit designated from time to time (and until de-designated) by such first Permitted Mortgagee to give consent in place of the holder of the first Permitted Mortgagee. Any designation made pursuant to this Section 11.6 shall be effective within ten (10) days after notice thereof is given to the Condominium Board, the Unit Owner(s) and the Depositary. Notwithstanding the foregoing, all Permitted Mortgagees shall be entitled to receive all notices hereunder to be given to a Permitted Mortgagee (unless the Permitted Mortgagee stipulates that it does not require such notice). In all cases where the consent of a Permitted Mortgagee is required, such consent may not be unreasonably withheld or delayed except as may be otherwise expressly set forth in the loan documents evidencing any such Permitted Mortgagee's loan or other financing. Except as expressly set forth in this Section 11.6, any time a consent or approval is required from or any action is required to be taken by a Unit Owner or the Condominium Board or a Sub-Board, under the terms of the Declaration or these By-Laws, and such party fails to respond to a request for such consent within fifteen (15) days after receipt thereof together with all documentation reasonably requested by such party to make such determination of whether or not to provide such consent, such consent or approval shall be deemed given provided, that a second notice requesting such approval or consent is given which specifies in bold print: "THIS IS A SECOND AND FINAL REQUEST FOR YOU TO CONSENT OR APPROVE THE ACTIONS DESCRIBED IN THE ENCLOSED PRIOR REQUEST THEREFOR, WHICH IS REQUIRED UNDER THE TERMS OF THE CONDOMINIUM DECLARATION AND/OR BY-LAWS. IF YOU FAIL TO CONSENT OR OBJECT TO SUCH ACTION WITHIN FIVE (5) BUSINESS DAYS AFTER THE DATE HEREOF, YOUR CONSENT SHALL BE DEEMED

GIVEN." and such party fails to respond to such second notice within five (5) Business Days following the date thereof. If any Unit Owner, the Condominium Board, a Sub-Board, a Permitted Mortgagee or any other party subject to the terms of these By-Laws fails or refuses to execute, acknowledge or deliver any instrument or to take any action that it is required to perform pursuant to the provisions of these By-Laws within the period specified herein and after such party has received all supporting documentation reasonably requested by such party in order to perform such action and a second request is given (which second request shall be accompanied by a copy of the original request and any supporting materials) which states in bold print: "THIS IS A SECOND AND FINAL REQUEST FOR YOU TO EXECUTE, ACKNOWLEDGE AND/OR DELIVER THE DOCUMENTS, OR TO TAKE THE ACTIONS, DESCRIBED IN THE ENCLOSED PRIOR REQUEST THEREFOR, WHICH IS REQUIRED UNDER THE TERMS OF THE CONDOMINIUM DECLARATION AND/OR BY-LAWS. YOUR FAILURE TO EXECUTE, ACKNOWLEDGE AND/OR DELIVER THE DOCUMENTS, OR TO TAKE THE ACTIONS, AS THE CASE MAY BE, WITHIN FIVE (5) BUSINESS DAYS AFTER THE DATE HEREOF SHALL ENTITLE THE CONDOMINIUM BOARD TO DO SO ON YOUR BEHALF." and such party fails to respond to such second request within five (5) Business Days following the date of such second request, then the Condominium Board is hereby authorized, as attorney-in-fact, coupled with an interest, for such Unit Owner or other party, to execute, acknowledge and deliver any such instrument or take such action in the name of such Unit Owner or other party, and such instrument or action shall be binding on such Unit Owner or other party, as the case may be. Any dispute with respect to the foregoing shall be subject to Arbitration, provided that the Person refusing to execute, acknowledge or deliver any such instrument or refusing to take any such action, expressly renders such refusal in writing (together with its rationale for such refusal) within the time period(s) provided in this Section 11.6.

ARTICLE 12

AMENDMENT TO BY-LAWS

The provisions of Article 18 of the Declaration are applicable to and govern the terms, restrictions, requirements, approvals and consents to be followed or obtained to amend these By-Laws.

ARTICLE 13

CERTAIN DAMAGES

13.1 **Self Help.** If any Unit Owner or Sub-Board shall violate or breach any of the provisions of the Condominium Documents on its part to be observed or performed, including, without limitation, any breach of his or her obligation to paint, decorate, Maintain, repair, or replace its Unit or Section and shall fail to cure such violation or breach within five (5) days after receipt of written notice of the same from the Condominium Board, Sub-Board, the Managing Agent, or any manager (or, with respect to any violation or breach of the same not reasonably susceptible to cure within such

period, to commence such cure within such five (5) day period and, thereafter, to prosecute such cure with due diligence to completion), the Condominium Board shall have the right to enter such Unit Owner's Unit or Sub-Board's Section and summarily to abate, remove, or cure such violation or breach without thereby being deemed guilty or liable in any manner of trespass. In addition, in the event that the Sub-Board or Condominium Board shall determine that the abatement, removal, or cure of any such violation or breach is immediately necessary for the preservation or safety of the Building or for the safety of the occupants of the Building or other individuals or is required to avoid the suspension of any necessary service in the Building, the Condominium Board may take such action immediately, without prior notice and without allowing the said Unit Owner or Sub-Board any period of time within which to cure or to commence to cure such violation or breach, and at the sole cost and expense of said Unit Owner or Sub- Board.

13.2 **Abatement and Enjoinment.**

(A) Pursuant to Article 6 of these By-Laws, in the event that any Unit Owner shall violate or breach any of the provisions of the Condominium Documents on his or her part to be observed or performed, the Condominium Board shall have the right (i) to enter any Unit or Common Elements in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the Defaulting Unit Owner or applicable Sub-Board, any structure, thing or condition resulting in such violation or breach and the Condominium Board shall not thereby be deemed guilty or liable in any matter of trespass, and/or (ii) to enjoin, abate, or remedy the continuance or repetition of any such violation or breach by appropriate proceedings brought either at law or in equity, provided that the Condominium Board gives the Unit Owner or applicable Sub-Board notice (which may be by telephone or in writing) that such violation exists, that repairs or replacements are necessary and that the Condominium Board will complete such repairs or replacements in the event the Unit Owner or Sub-Board does not promptly act or complete the repairs or replacements, and/or (iii) to levy such fines and penalties as the Condominium Board may deem appropriate, and the Condominium Board shall have the same remedies for non-payment of such fines and penalties as for non-payment of Common Charges.

(B) The violation or breach of any of the terms of the By-Laws with respect to any rights, easements, privileges, or licenses granted to the Tower Sponsor and Base Unit Owner shall give to Tower Sponsor and the Base Unit Owner, as applicable, the right to enjoin, abate, or remedy the continuation or repetition of any such violation or breach by appropriate proceedings brought either at law or in equity.

13.3 **Costs and Expenses.** Subject to Section 6.1.7, all sums of money expended, and all costs and expenses incurred, by (i) the Condominium Board in connection with the abatement, enjoinment, removal, or cure of any violation, breach, or default committed by a Unit Owner or Sub-Board pursuant to the terms of Section 13.1 shall be immediately payable by such Unit Owner or Sub-Board to the Condominium Board, which amount shall, in either event, bear interest (to be computed from the date expended) at the rate of two percent (2%) per month (but in no event in excess of the

maximum rate chargeable to such Unit Owner or Sub-Board pursuant to Law). All sums payable by a Unit Owner or Sub-Board to the Condominium Board pursuant to the terms of this Section 13.3 shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner or Sub-Board.

ARTICLE 14

ARBITRATION

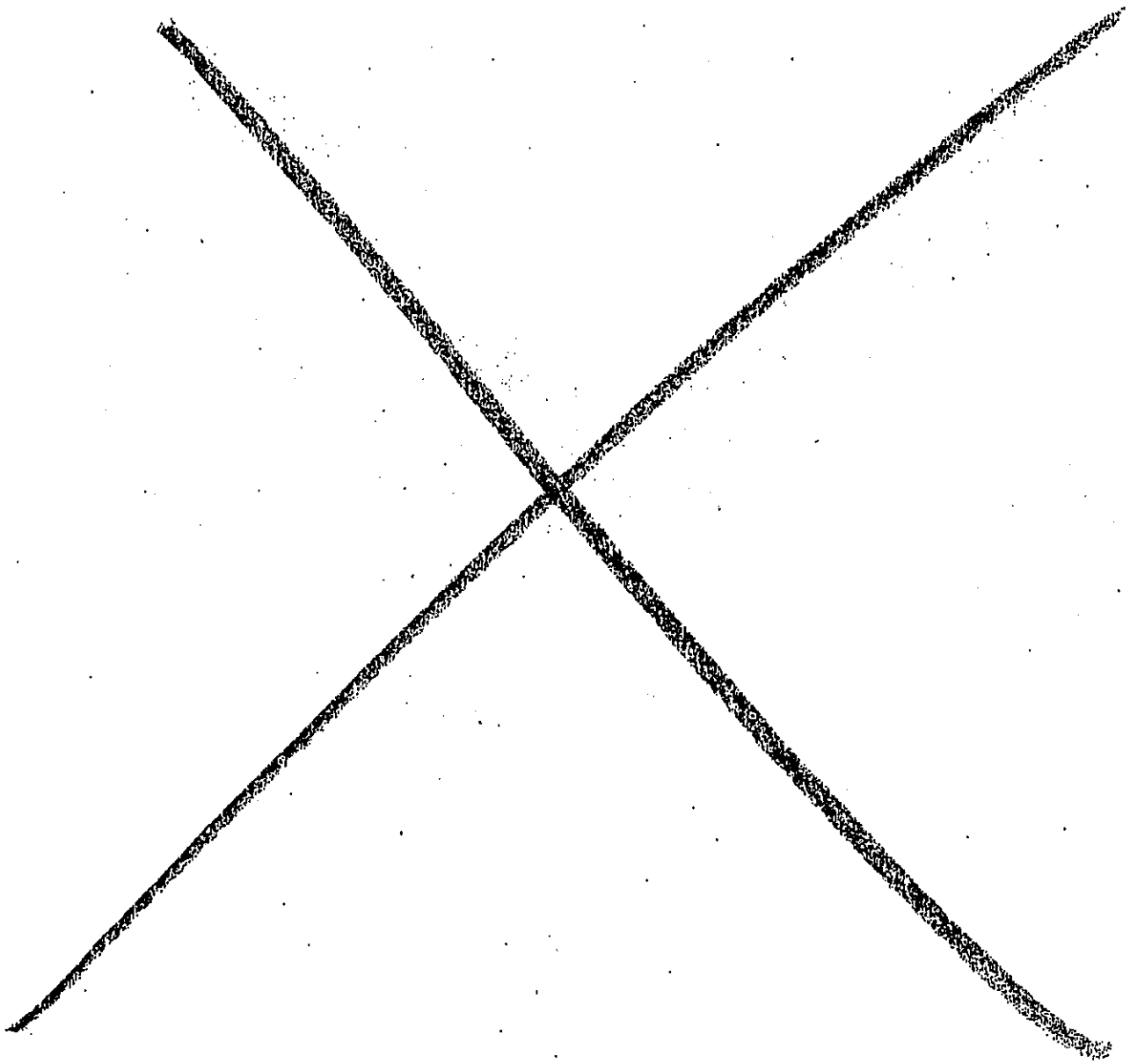
14.1 **General Procedure.** Any arbitration provided for in these By-Laws shall be conducted in accordance with the provisions of this Article 14 (an "Arbitration"). No party shall commence an Arbitration prior to giving the other party ten (10) days' notice of and an opportunity to amicably settle the dispute unless the matter is an Emergency. Any Arbitration provided for in these By-Laws shall be conducted before three arbitrators in New York City by the American Arbitration Association or any successor organization thereof, in accordance with its rules for the real estate industry and expedited procedures then in effect and the decision rendered in such Arbitration shall be binding upon the parties and may be entered in any court having jurisdiction. In the event that the American Arbitration Association is not then in existence and has no successor, any Arbitration hereunder shall be conducted in New York City before three arbitrators appointed, on application of any party, by any justice of the highest court of appellate jurisdiction located in the County of New York. The decision of the arbitrators so chosen shall be given within ten (10) days after such arbitrator's appointment. Any arbitrator appointed or selected in connection with any Arbitration under this Article 14 shall be (i) a lawyer or real estate owner, developer, or manager familiar with similar properties and having general legal or real estate experience, as the case may be, of not less than fifteen (15) years and (ii) neutral, unaffiliated and independent of the Unit Owners.

14.2 **Costs and Expenses.** The fees, costs and expenses of the Arbitration will be borne as determined by the arbitrator. Unless otherwise determined by the arbitrator or provided in these By-Laws, each disputing Unit Owner shall bear the fees and expenses of its counsel and expert witnesses.

14.3 **Agreement by Parties.** The parties to any Arbitration may, by mutual agreement between them, vary any of the provisions of this Article 14 with respect to the Arbitration of such dispute, or may agree to resolve their dispute in any other manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as the "New York Simplified Procedure for Court Determination of Disputes."

EXHIBIT E

POWER OF ATTORNEY



#34591496_v15

POWER OF ATTORNEY

Terms used in this Power of Attorney which are used (a) in the declaration (the "Declaration") submitted by Sheepshead Bay Road Owner, LLC ("Declarant") establishing a plan for condominium ownership of the premises known as Sheepshead Bay Road Condominium and by the street number 1600 Sheepshead Bay Road, Brooklyn, New York 11235 under Article 9-B of the Real Property Law of the State of New York, dated _____ __, 20___, and recorded in the New York County Office of the Register of The City of New York on _____ _____, 20__, in City File Register Number _____, or (b) in the By-Laws of the Condominium (the "By-Laws") attached to, and recorded together with, the Declaration, shall have the same meanings in this Power of Attorney as in the Declaration or the By-Laws.

The undersigned, the owner of the Condominium Unit (the "Unit") in Sheepshead Bay Road Condominium which is (are) designated and described as Unit No. _____ in the Declaration and also designated as Tax Lot 7459, in Block _____ of Section __ of the County of New York on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans, do(es) hereby nominate, constitute and appoint:

(A) the persons who may from time to time constitute the Condominium Board true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as members of the Condominium Board or in the name of their designee (corporate or otherwise), on behalf of all Unit Owners, in accordance with such Unit Owners' respective interests in the Common Elements, subject to the provisions of the By-Laws then in effect, (1) upon determination by the Condominium Board, to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to the Units, including retaining counsel and taking any other actions which the Board deems necessary or appropriate, (2) to foreclose upon, take a deed in lieu of or otherwise acquire and lease, convey, mortgage or otherwise dispose, pledge and deal with any Unit pursuant to the exercise of the lien for Common Charges on behalf of the Board or as to any Unit that is conveyed to the Board pursuant to Real Property Law Section 339-x if and only to the extent permitted by the Declaration and By-Laws, (3) to execute, acknowledge and deliver (i) any declaration or other instrument affecting the General Common Elements which the Condominium Board deems necessary or appropriate with respect to the General Common Elements, and any ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the Maintenance, demolition, construction, Alteration, repair or restoration of the Units or the Building, or (ii) any consent, covenant, restriction, or easement, or any amendment thereto, affecting the Units or the Building which the Condominium Board deems necessary or appropriate, or (iii) any loan documents and grant security to a lender in connection with a loan that is otherwise permitted by the Declaration and By-Laws, (4) to amend the Declaration as might be permitted to be done by a Unit Owner or the Condominium Board in the effectuation of rights granted by the Declaration to do so, (5) to make ministerial corrections in the Declaration or such changes in the Declaration as might be required by the terms thereof, and (6) to perform any other task allocated to the Condominium Board in accordance with the Declaration and the By-Laws; and

(B) the persons who may from time to time constitute the Tower Sponsor, Base Unit Owner and their respective designees true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as members of the Tower Sponsor and Base Unit Owner (corporate or otherwise), on behalf of all Unit Owners, in accordance with such Unit Owners' respective interests in the Common Elements, subject to the

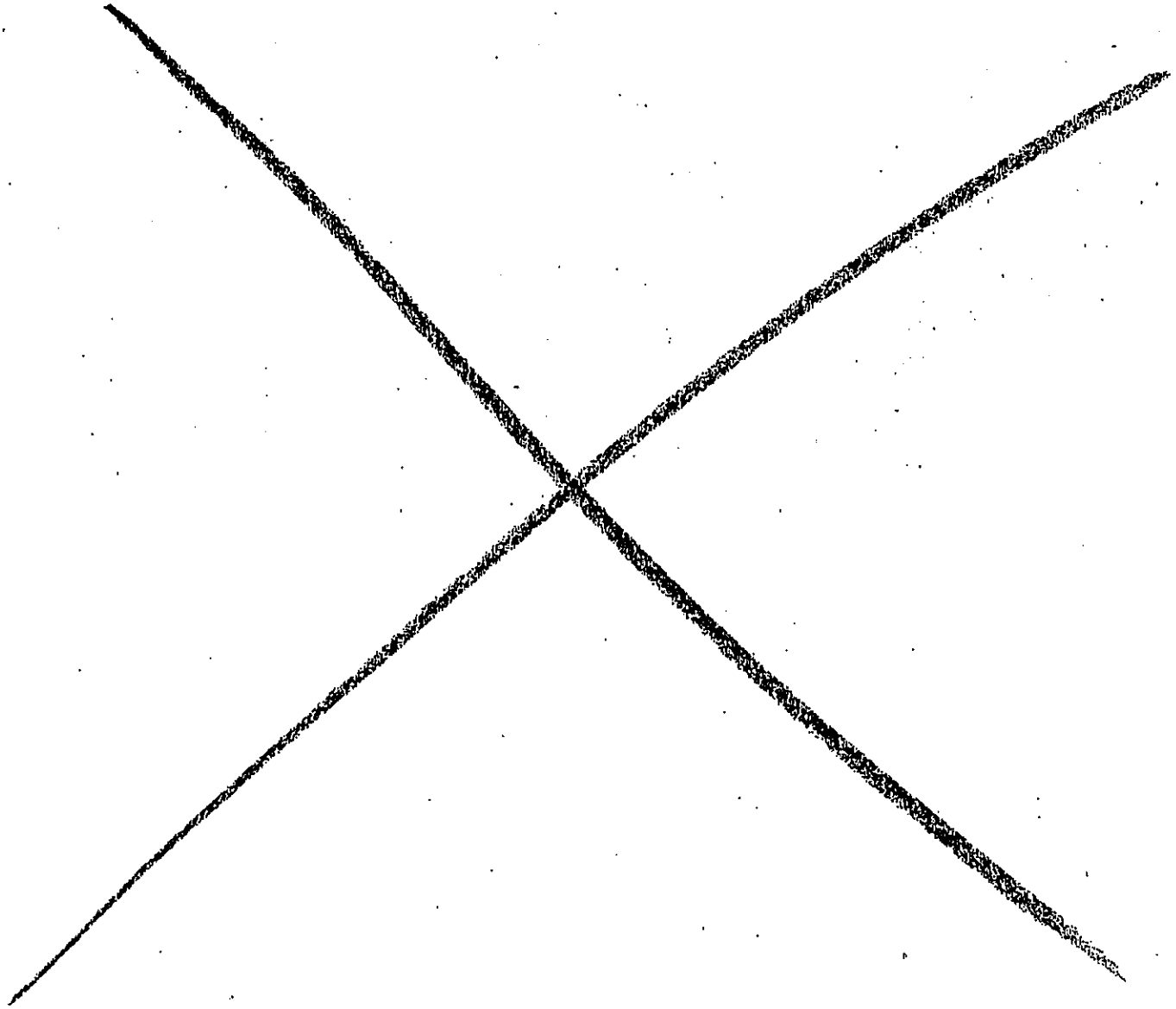
provisions of the By-Laws then in effect, (1) to execute, acknowledge and deliver any application, declaration, document or other instrument affecting the Condominium that the Tower Sponsor and/or Base Unit Owner deems necessary or appropriate to comply with any law, zoning resolution, or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority or governmental authority applicable to the rehabilitation, Maintenance, demolition, Alteration, restoration or repair of the Property or any part thereof, and (2) to amend the Declaration to effectuate the rights granted to the Tower Sponsor and Base Unit Owner and their respective designees under the Declaration, the By-Laws or the Offering Plan, and (3) to perform any other task allocated to the Tower Sponsor or Base Unit Owner and their respective designees in accordance with the Declaration and the By-Laws. To the extent any of the actions taken by the Tower Sponsor or Base Unit Owner or their respective designees pursuant to this Section (B) may have an effect on the Base Unit Owner, such action may not be taken without the consent of the Base Unit Owner.

The acts of a majority of such persons constituting the Condominium Board, the Tower Sponsor and/or the Base Unit Owner, as applicable, shall constitute the acts of said attorneys-in-fact.

This Power of Attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned has/have executed this Power of Attorney as of the ___ day of _____, 20__.

_____



#34591496_v15

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the _____ day in _____the year 20__ before me personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

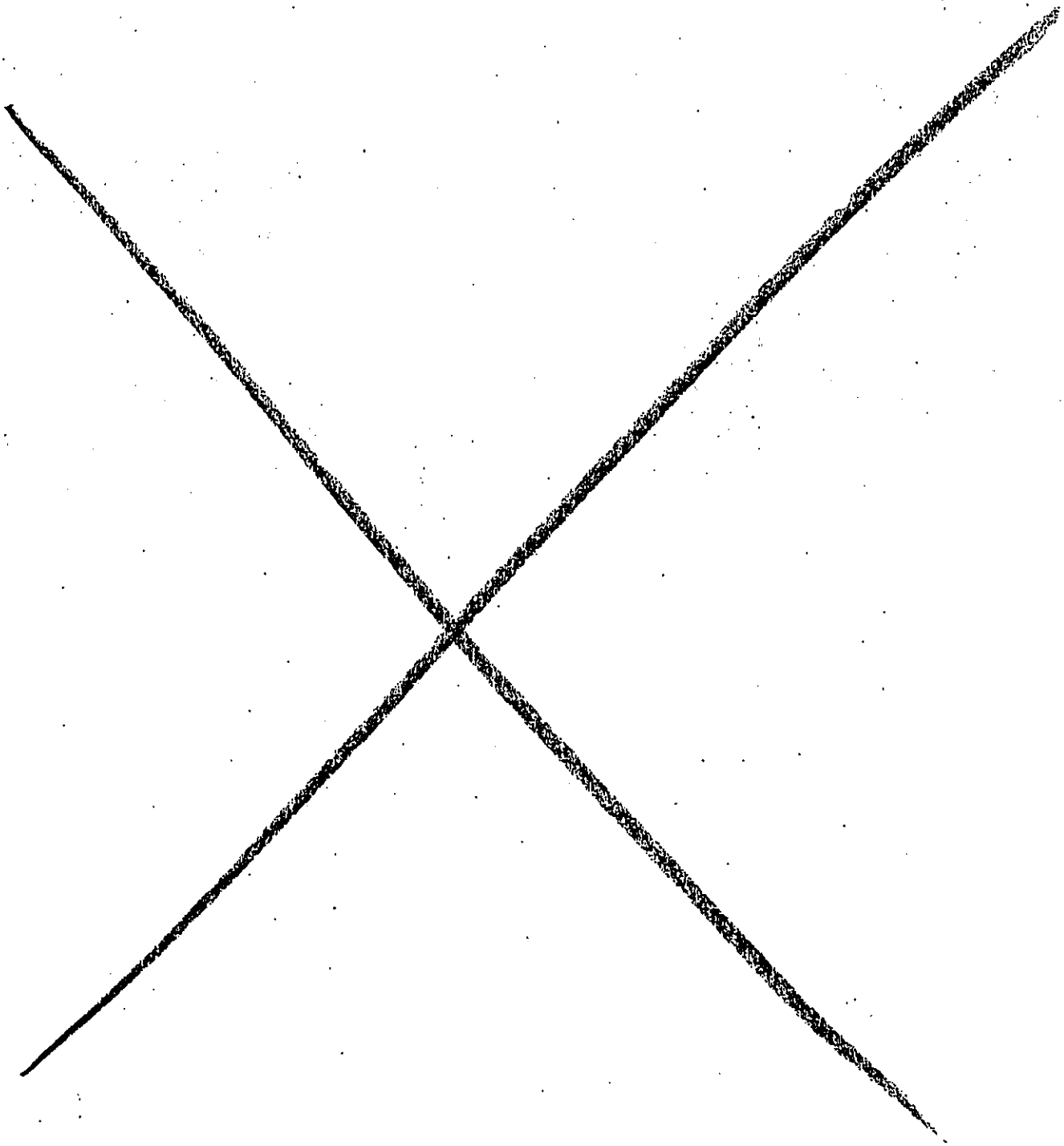
STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the _____ day in _____the year 20__ before me personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT F

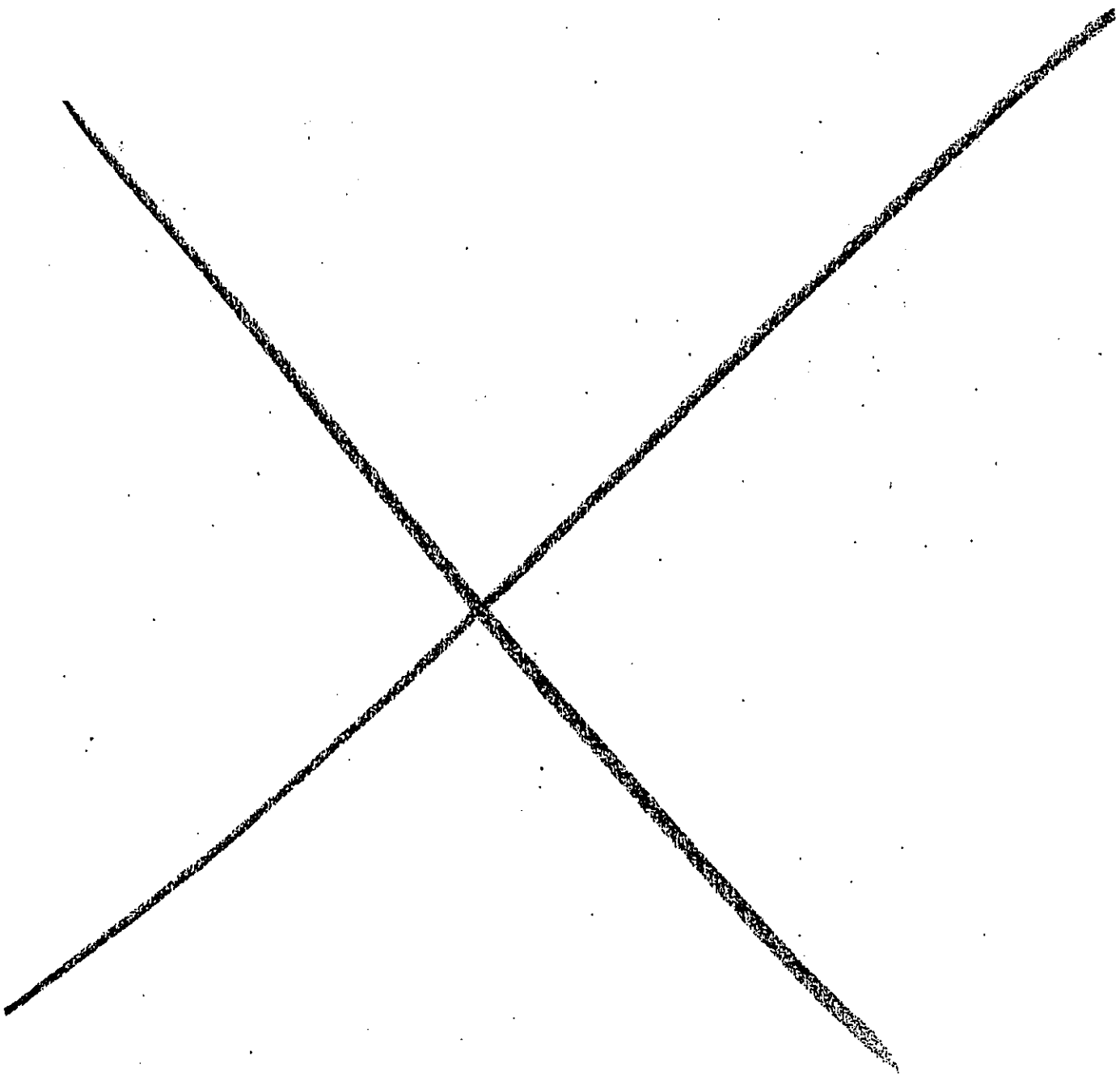
SIGNAGE RULES



#34591496_v15

EXHIBIT G

FORM OF ESTOPPEL CERTIFICATE



#34591496_v15

EXHIBIT H

PARKING REQUIREMENTS

1. Parking. Surface parking and structured parking will be provided at the Premises. Parking spaces shall be allocated in the following manner:

a. Surface Parking. The Tower Section shall be allocated exclusive use of forty-five (45) surface parking spaces, which includes forty-two (42) parking spaces to be licensed to Tower Unit Owners, one (1) handicap parking space. and two (2) parking spaces which will not be licensed and which will be left open for guests. These parking spaces shall be Tower Common Elements The Base Section shall be allocated seven (7) surface parking spaces, which includes one (1) handicap parking space, four (4) parking spaces for guests, and two (2) spaces for "Future Resident Parking". The parking spaces shall be Base Common Elements.

b. Parking Structure Parking. The Base Section shall be allocated exclusive use of all of the one hundred sixteen (116) parking spaces within the an aboveground parking structure (the "Parking Structure") located on the Land. These parking spaces shall be Base Common Elements.

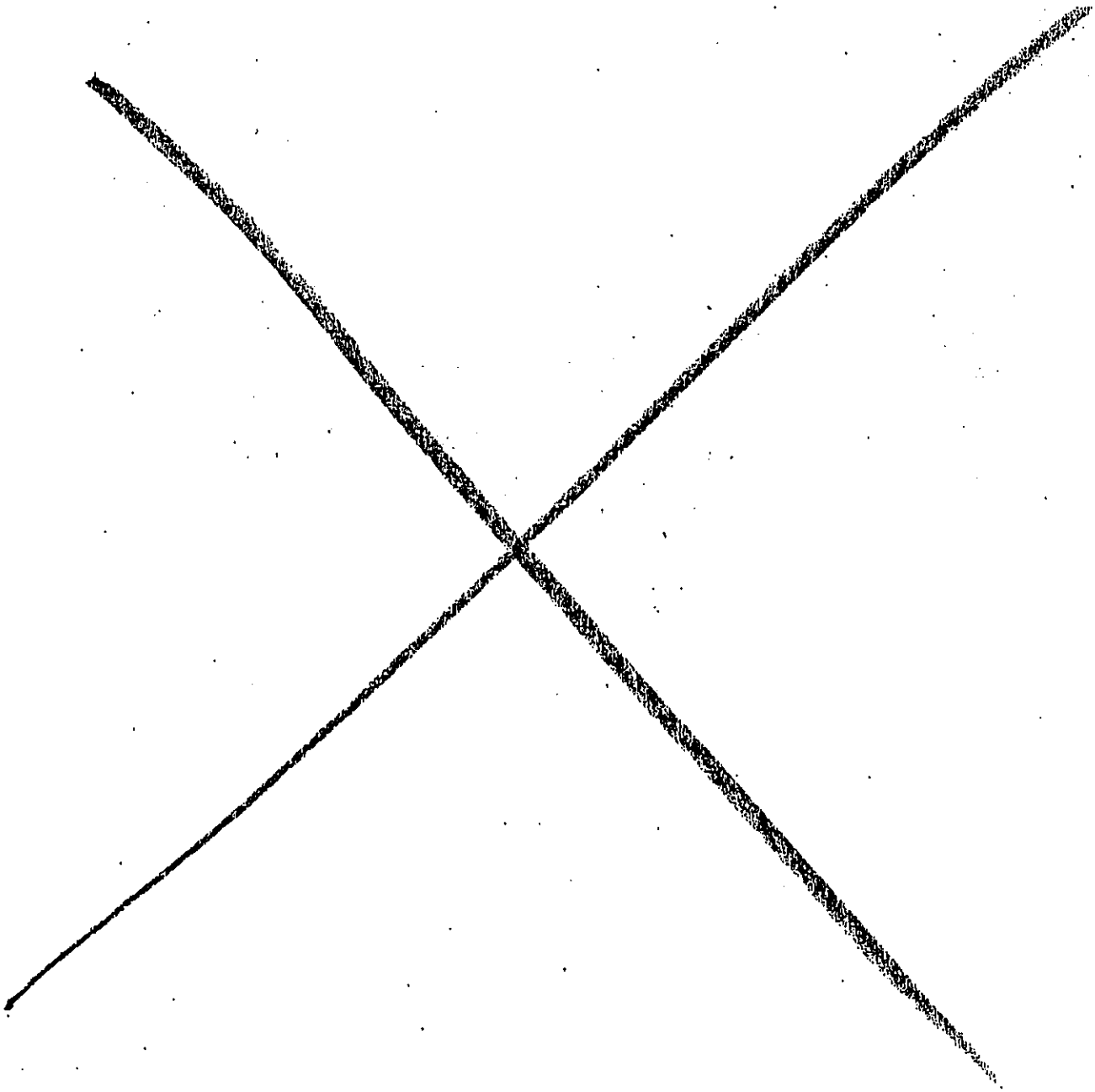
2. The Tower Sponsor (or Tower Board, as applicable) shall designate guest parking for Permitted Users of the Tower Section from the forty-five (45) surface parking spaces allocated to the Tower Section. Permitted Users of the Tower Section shall not have the right to use any guest spaces allocated by the Base Section (or Base Board, as applicable).

3. The Base Unit Owner and Tower Sponsor (or Tower Board, as applicable) shall be responsible to pay for all costs necessary and appropriate to Maintain and repair the asphalt surfaces of the surface parking, including, but not limited to, snow removal, asphalt repair, remilling and restriping (the "Surface Parking Maintenance Costs"). Notwithstanding anything in the Condominium Documents to the contrary, the Base Unit Owner shall be responsible for 58.865% of the Surface Parking Maintenance Costs, and the Tower Sponsor (or Tower Board, as applicable) shall be responsible for 41.135% of the Surface Parking Maintenance Costs.

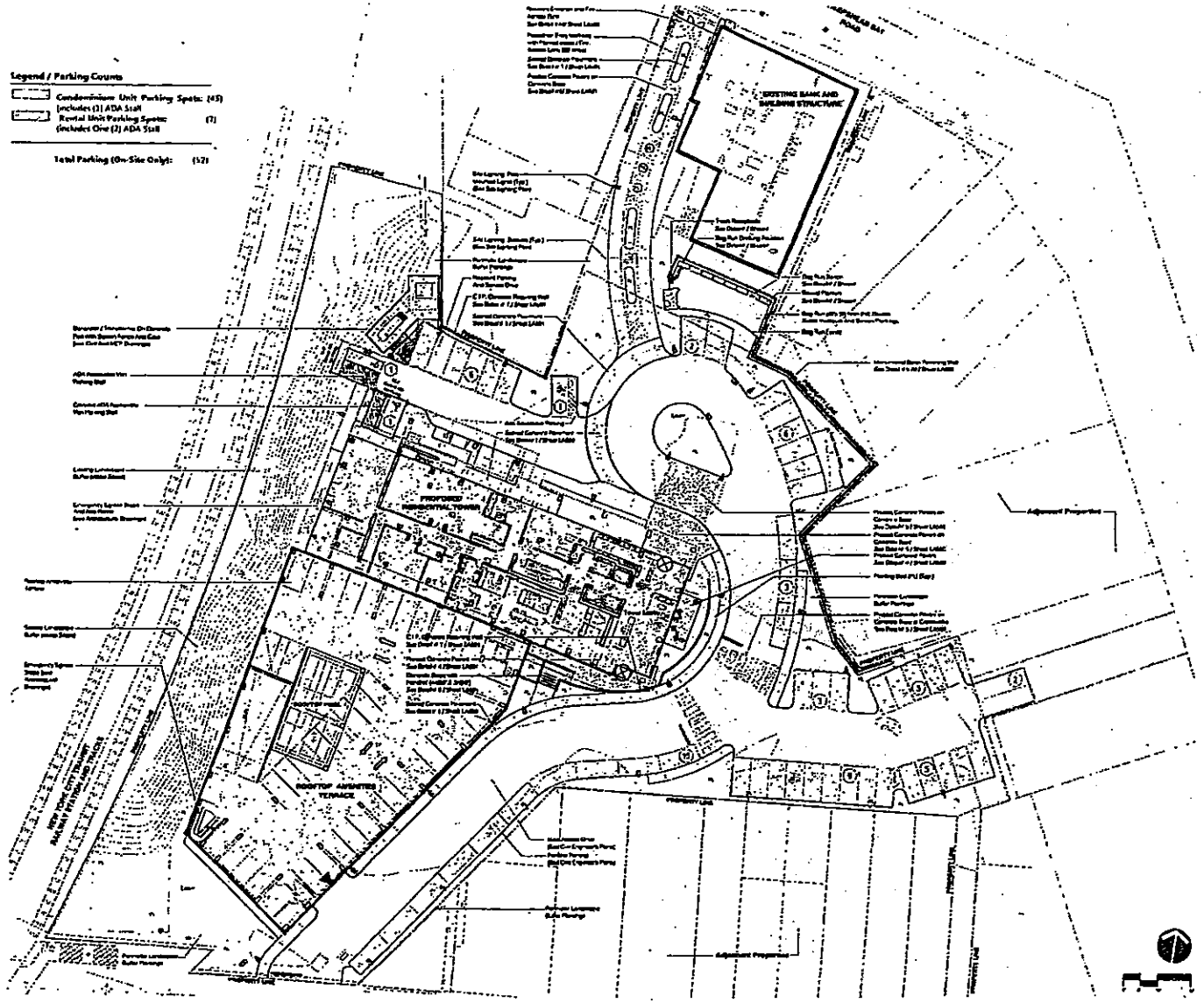
4. A depiction of the Tower Section surface parking spaces and Base Section surface parking is set forth on the immediately following page.

PARKING SPACES

[INSERT DIAGRAM]



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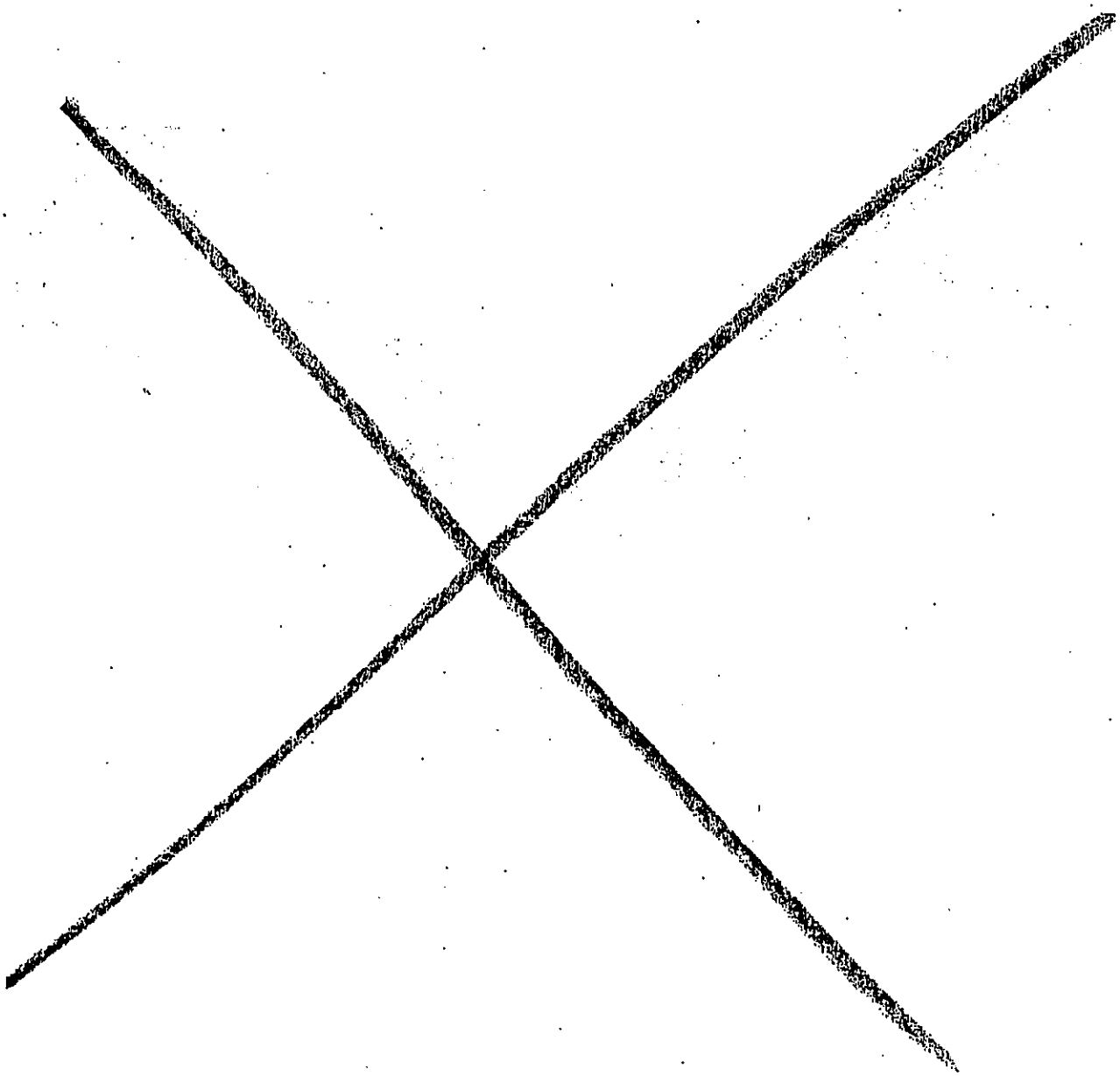


554

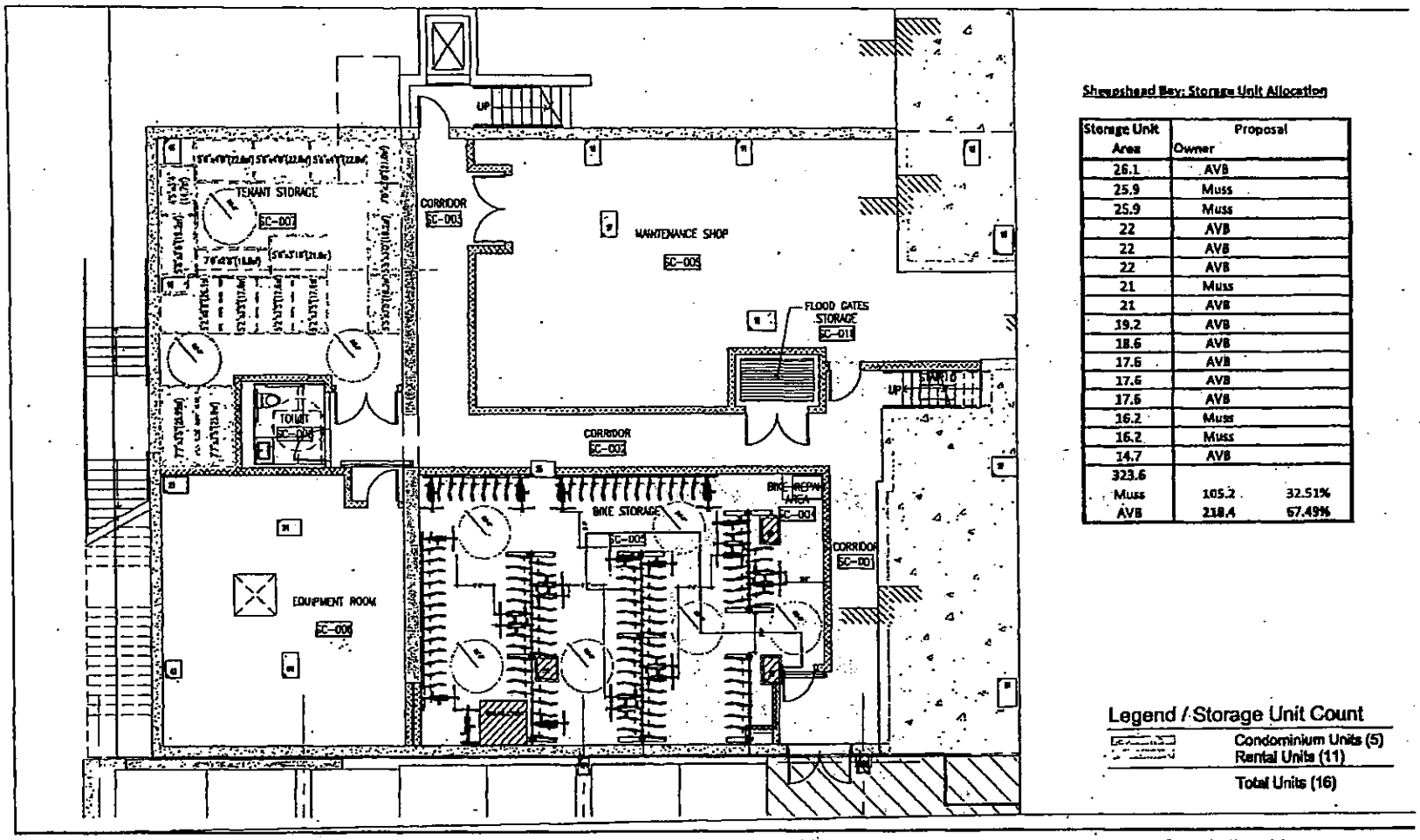
#34591496_v15

EXHIBIT I

STORAGE BINS



#34591496_v15



Sheepshead Bay: Storage Unit Allocation

Storage Unit Area	Proposal Owner	
26.1	AVB	
25.9	Muss	
25.9	Muss	
22	AVB	
22	AVB	
22	AVB	
21	Muss	
21	AVB	
19.2	AVB	
18.6	AVB	
17.6	AVB	
17.6	AVB	
17.6	AVB	
16.2	Muss	
16.2	Muss	
14.7	AVB	
323.6		
Muss	105.2	32.51%
AVB	218.4	67.49%

Legend / Storage Unit Count

Condominium Units (5)
Rental Units (11)

Total Units (16)

Perkins Eastman

AvalonBay Communities
MUSS Development

SHEEPSHEAD BAY
Brooklyn, NY

Sub Cellar_00

556

#34591496_v15

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

2016022901101002002E71B8

RECORDING AND ENDORSEMENT COVER PAGE — **PAGE 1 OF 21**

Document ID: 2016022901101002 Document Date: 02-25-2016 Preparation Date: 02-29-2016
Document Type: MAPS
Document Page Count: 19

PRESENTER:
DANIEL AVILA (PICK UP)
299 BROADWAY
5TH FLOOR
NEW YORK, NY 10007
212-791-4578
DAVILA@VITACCO.COM

RETURN TO:
DANIEL AVILA (PICK UP)
299 BROADWAY
5TH FLOOR
NEW YORK, NY 10007
212-791-4578
DAVILA@VITACCO.COM

PROPERTY DATA

Borough	Block	Lot		Unit	Address
BROOKLYN	7459	67	Entire Lot		1501 VOORHIES AVENUE

Property Type: NON-RESIDENTIAL VACANT LAND

Borough	Block	Lot		Unit	Address
BROOKLYN	7459	1001	Entire Lot	BASE	1501 VOORHIES AVE

Property Type: MULTIPLE RESIDENTIAL CONDO UNT

☒ Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN_____ *or* DocumentID_____ *or* _____ Year____ Reel____ Page_____ *or* File Number_____

PARTIES

PARTY 1:
SHEEPSHEAD BAY ROAD CONDOMINIUM
1600 SHEEPSHEAD BAY ROAD
BROOKYN, NY 11235

FEES AND TAXES

Mortgage :		
Mortgage Amount:	$	0.00
Taxable Mortgage Amount:	$	0.00
Exemption:		
TAXES: County (Basic):	$	0.00
City (Additional):	$	0.00
Spec (Additional):	$	0.00
TASF:	$	0.00
MTA:	$	0.00
NYCTA:	$	0.00
Additional MRT:	$	0.00
TOTAL:	$	0.00
Recording Fee:	$	120.00
Affidavit Fee:	$	0.00

Filing Fee: $ 0.00
NYC Real Property Transfer Tax: $ 0.00
NYS Real Estate Transfer Tax: $ 0.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
Recorded/Filed 03-09-2016 15:54
City Register File No.(CRFN): **2016000082311**

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

2016022901101002002C7338

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 21

Document ID: 2016022901101002 Document Date: 02-25-2016 Preparation Date: 02-29-2016
Document Type: MAPS

PROPERTY DATA

Borough	Block	Lot		Unit	Address
BROOKLYN	7459	1002	Entire Lot	TOWER	1501 VOORHIES AVE

Property Type: MULTIPLE RESIDENTIAL CONDO UNT

CONDOMINIUM No. 3834

SHEEPSHEAD BAY RD. CONDOMINIUM

1501 VOORHIES AVE
SHEEPSHEAD BAY, N.Y. 11235

TAX BLOCK: 7459
F/K/A LOT: 67
N/K/A LOTS: 1001, 1002

APPROVED BY THE TAX MAP UNIT 2-25-2016
FILED IN NEW YORK CITY LAND RECORDS DIVISION _____

THE LAND AFFECTED BY THE WITHIN INSTRUMENT
LIES IN SECTION 5 IN THE TAX BLOCK 7459 ON
THE BLOCK MAP OF TAXES AND ASSESSMENTS IN
THE BOROUGH OF BROOKLYN.

ISSUED: DECEMBER 15, 2015

TL - 000

Scale: As Noted

559

CONDOMINIUM No.3834
SHEEPSHEAD BAY RD. CONDOMINIUM
1501 VOORHIES AVE
SHEEPSHEAD BAY, N.Y. 11235

TAX BLOCK: 7459
F/K/A LOT: 67
N/K/A LOTS: 1001, 1002

Unit Name	Tax Lot Number
Base	1001
Tower	1002



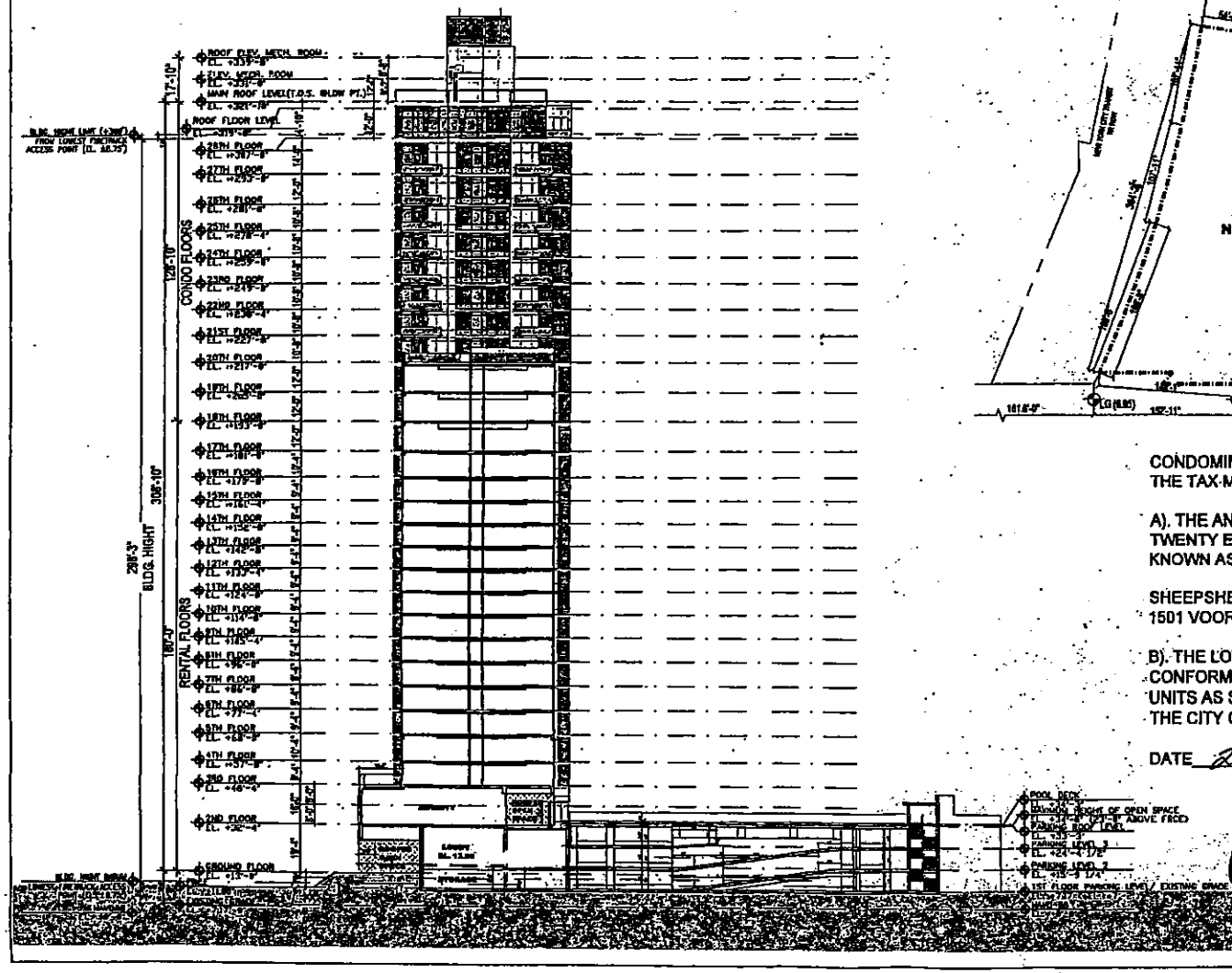
17 DEC 15

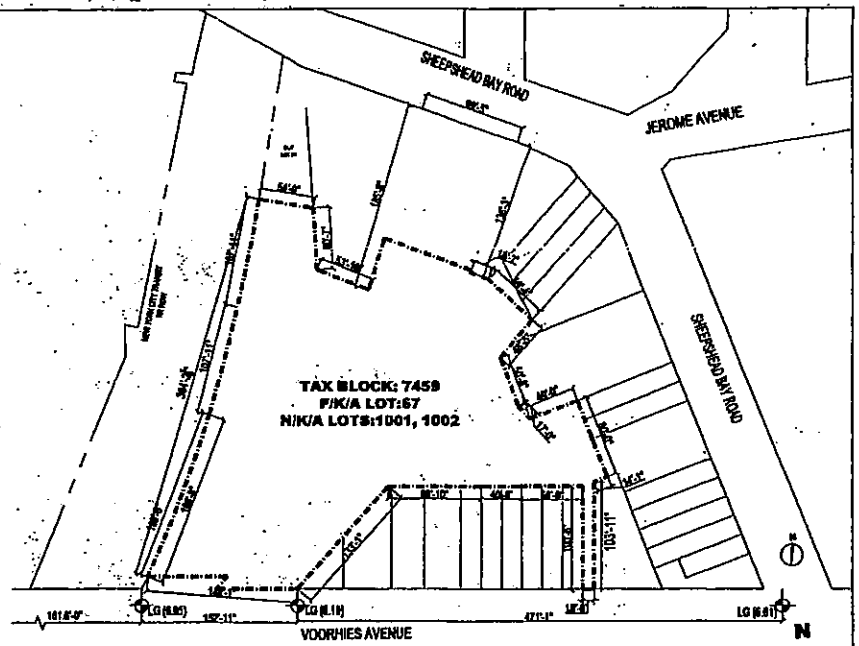
ISSUED: DECEMBER 15, 2015

TL - 001

Scale: As Noted

560





CONDOMINIUM PLAN CERTIFICATION
THE TAX MAP UNIT, CITY OF NEW YORK CERTIFIES THAT:

A). THE ANNEXED FLOOR PLANS CONSISTING OF 19 PAGES COVERING TWENTY EIGHT FLOORS AND ROOF ON PREMISES KNOWN AS:

SHEEPSHEAD BAY RD. CONDOMINIUM
1501 VOORHIES AVE, SHEEPSHEAD BAY,N.Y. 11235

B). THE LOT DESIGNATIONS FOR THE SEPARATE UNITS SHOWN THEREIN CONFORM TO THE OFFICIAL TAX LOT NUMBER DESIGNATIONS FOR SUCH UNITS AS SHOWN ON BLOCK MAP OF TAXES AND ASSESSMENTS OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE 2/25/2016

CARTOGRAPHER
TAX MAP UNIT

REGISTERED ARCHITECT
ORDE KLAWA
STATE OF NEW YORK
15995

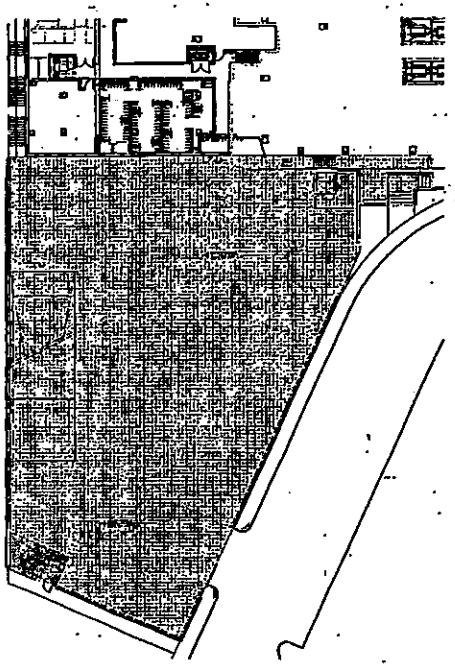
ISSUED: DECEMBER 15, 2015

TL - 002

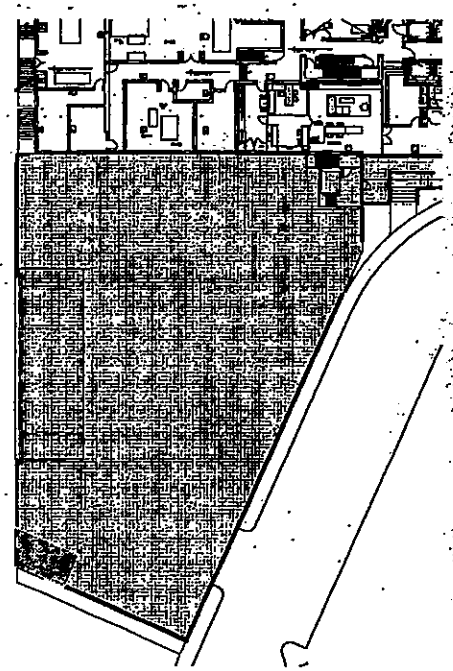
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12/08/15

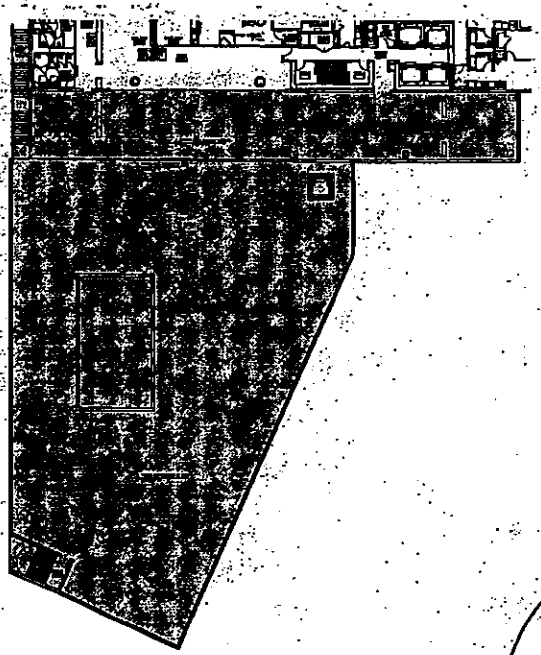
561



Sub Lower Level Parking



Lower Level Parking



Upper Level Parking

AREAS - Sub Lower Level Parking	
General Common Elements	264 SF
Base Common Elements	16,062 SF

AREAS - Lower Level Parking	
General Common Elements	264 SF
Base Common Elements	16,062 SF

AREAS - Upper Level Parking	
General Common Elements	20,285 SF

0 10 50

N

General Common Elements | Base Unit | Base Common Elements | Base Limited Common Elements

Tower Units | Tower Common Elements | Special Tower Limited Common Elements

DIMENSION OF UNITS:

THE FLOOR AREA OF THE UNITS IS MEASURED HORIZONTALLY FROM THE OUTSIDE OF THE EXTERIOR WALLS TO THE CENTER LINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR TO THE CENTER LINE OF THE WALLS OR PARTITIONS SEPARATING A UNIT FROM HALLWAYS; AND INCLUDES MECHANICAL EQUIPMENT SPACES, CORRIDORS AND STAIRS WITHIN SUCH UNIT.

TAX LOT CERTIFICATION:

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: 2-25-2016

CARTOGRAPHER:

ARCHITECT CERTIFICATION:

STATE OF NEW YORK
COUNTY OF NEW YORK
THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

SWORN TO ME BEFORE THIS 17th DAY OF Dec., 2015

MILDRED C. RAMOS
Notary Public, State of New York
No. 01RA4854309
Qualified in Westchester County
Commission Expires March 3, 2018

REGISTERED ARCHITECT
CARL M. ORDELMAN
038936
STATE OF NEW YORK

SEAL

ARCHITECT:
Perkins Eastman
115 FIFTH AVENUE
NEW YORK, NY 10003
T. 212.353.7200
F. 212.353.7674

DECLARANT:
Sheepshead Bay Road Owner, LLC
c/o AvalonBay Communities, Inc.
671 North Glebe Road
Arlington, Virginia 22203

17 SHEETS

PROJECT NUMBER: 67716.00

DRAWING TITLE:
Parking Floor Plan
(C of O Parking Floor Plan)

SET: SHEEPSHEAD BAY CONDOMINIUM TAX LOT

DRAWING NUMBER: TL - 090

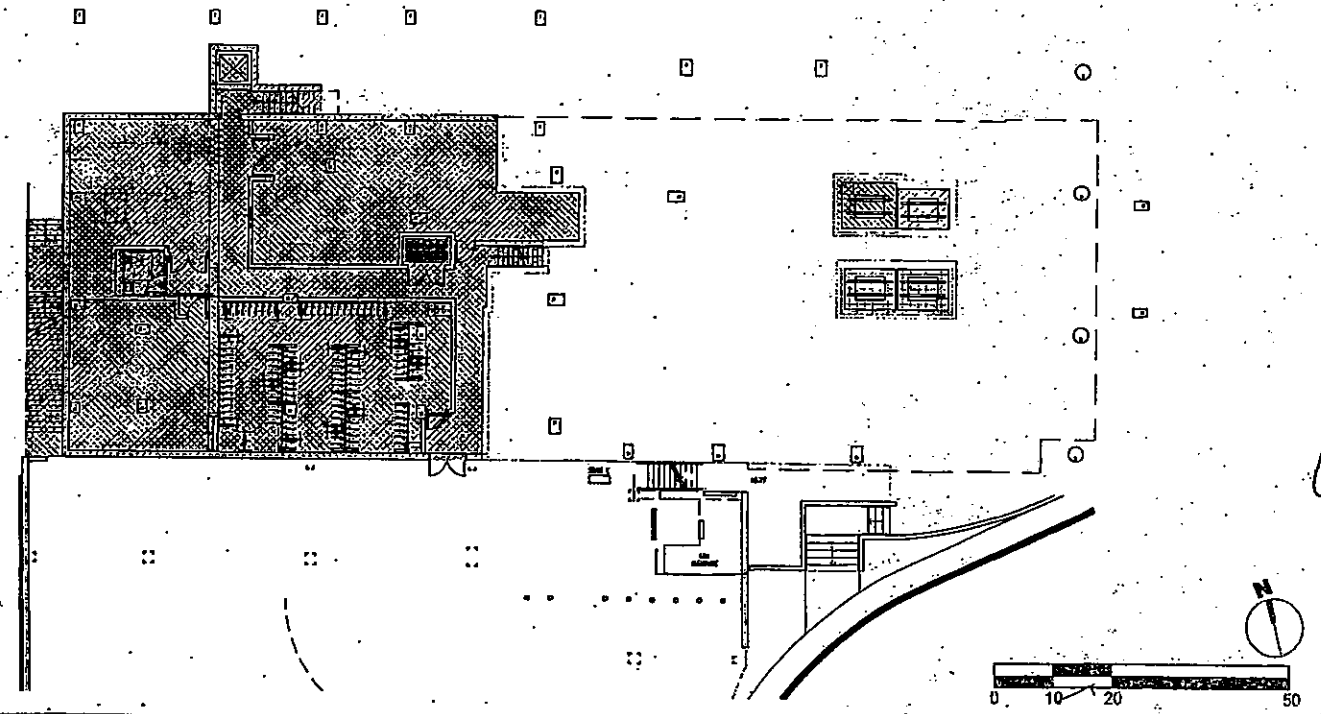
DATE: DECEMBER 15, 2015

SCALE: *Scale: As Noted*

562

AREAS		
	General Common Elements	4,609 SF
	Base Common Elements	152 SF
	Tower Common Elements	77 SF

*PLEASE NOTE PARKING IS SHOWN ON DRAWING TL-090.



*PLEASE NOTE PARKING IS SHOWN ON DRAWING TL-090.

General Common Elements | Base Unit | Base Common Elements | Base Limited Common Elements

Tower Units | Tower Common Elements | Special Tower Limited Common Elements

DIMENSION OF UNITS:
THE FLOOR AREA OF THE UNITS IS MEASURED HORIZONTALLY FROM THE OUTSIDE OF THE EXTERIOR WALLS TO THE CENTER LINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR TO THE CENTER LINE OF THE WALLS OR PARTITIONS SEPARATING A UNIT FROM HALLWAYS, AND INCLUDES MECHANICAL EQUIPMENT SPACES, CORRIDORS AND STAIRS WITHIN SUCH UNIT.

TAX LOT CERTIFICATION:

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: 2-25-2016

CARTOGRAPHER:

ARCHITECT CERTIFICATION:

STATE OF NEW YORK
COUNTY OF NEW YORK
THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

SWORN TO ME BEFORE THIS 17 DAY OF Dec. 2015

MILORED C. RAMOS
Notary Public, State of New York
No. 01RA4854309
Qualified in Westchester County
Commission Expires March 3, 2019

REGISTERED ARCHITECT
KARL W. ORDEMANN
025851
STATE OF NEW YORK

SEAL

ARCHITECT:
Perkins Eastman
115 FIFTH AVENUE
NEW YORK, NY 10003
T 212.353.7200
F 212.353.7476

DECLARANT:
Sheepshead Bay Road Owner, LLC
c/o AvalonBay Communities, Inc.
671 North Glebe Road
Arlington, Virginia 22203

17 DEC 15

PROJECT NUMBER: 87710.00

DRAWING TITLE:
Cellar Floor Plan
(C of O Cellar Floor Plan)

SET: SHEEPSHEAD BAY CONDOMINIUM TAX LOT

DRAWING NUMBER: TL - 100

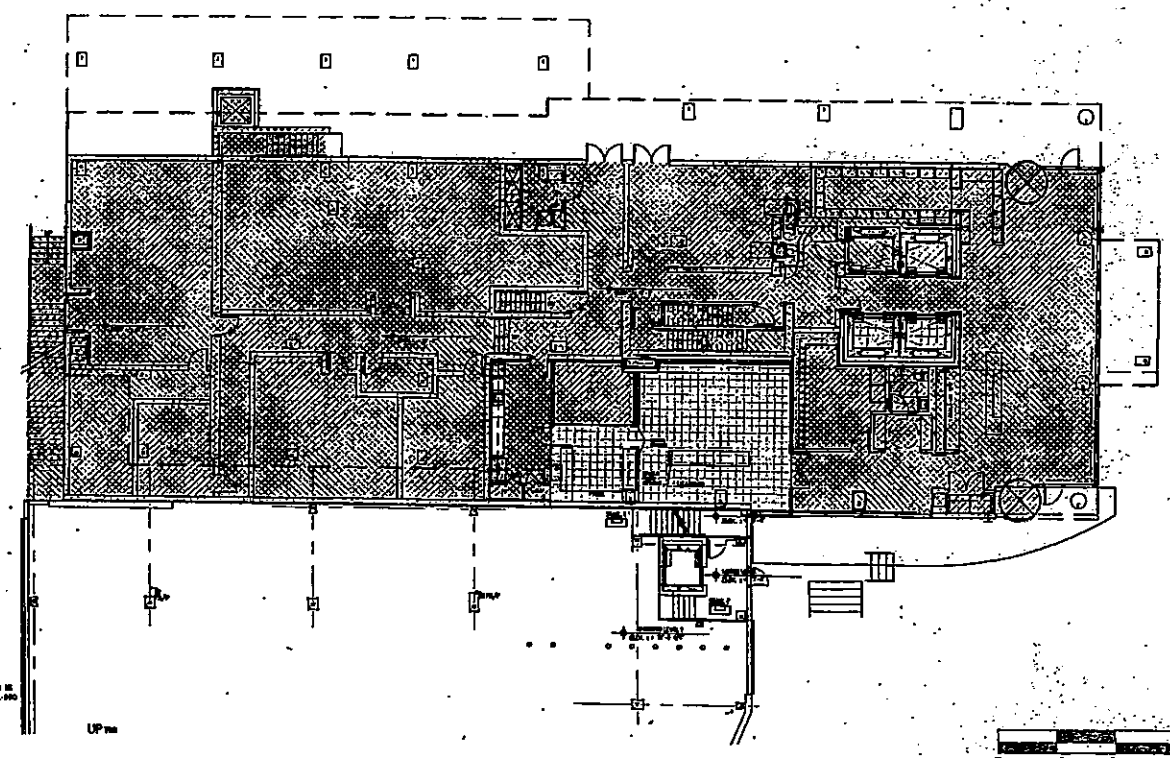
DATE: DECEMBER 15, 2015

SCALE: Scale: 1:20

563

AREAS	
General Common Elements	9,604 SF
Base Common Elements	1,042 SF
Tower Common Elements	77 SF

*PLEASE NOTE PARKING IS SHOWN ON DRAWING TL-090.



*PLEASE NOTE PARKING IS SHOWN ON DRAWING TL-090

UP

N

0 10 20 50

General Common Elements | Base Unit | Base Common Elements | Base Limited Common Elements

Tower Units | Tower Common Elements | Special Tower Limited Common Elements

DIMENSION OF UNITS:
THE FLOOR AREA OF THE UNITS IS MEASURED HORIZONTALLY FROM THE OUTSIDE OF THE EXTERIOR WALLS TO THE CENTER LINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR TO THE CENTER LINE OF THE WALLS OR PARTITIONS SEPARATING A UNIT FROM HALLWAYS, AND INCLUDES MECHANICAL EQUIPMENT SPACES, CORRIDORS AND STAIRS WITHIN SUCH UNIT.

TAX LOT CERTIFICATION:

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: 1-25-2016

CARTOGRAPHER:

ARCHITECT CERTIFICATION:

STATE OF NEW YORK
COUNTY OF NEW YORK
THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

SWORN TO ME BEFORE THIS 17TH DAY OF Dec 2015

MILDRED C. RAMOS
Notary Public, State of New York
No. 01RA4854309
Qualified in Westchester County
Commission Expires March 2, 2019

REGISTERED ARCHITECT
CHARLES W. ORDEMAN
026099
STATE OF NEW YORK

SEAL

ARCHITECT:
Perkins Eastman
115 FIFTH AVENUE
NEW YORK, NY 10003
T 212.353.7200
F 212.353.7676

DECLARANT:
Sheepshead Bay Road Owner, LLC
c/o ArabellaBay Communities, Inc.
671 North Glebe Road
Arlington, Virginia 22203

17086/5

PROJECT NUMBER: 87718.00

DRAWING TITLE:
Lobby Floor Plan
(C of O Lobby Floor Plan)

SET: SHEEPSHEAD BAY CONDOMINIUM TAX LOT

DRAWING NUMBER: TL - 101

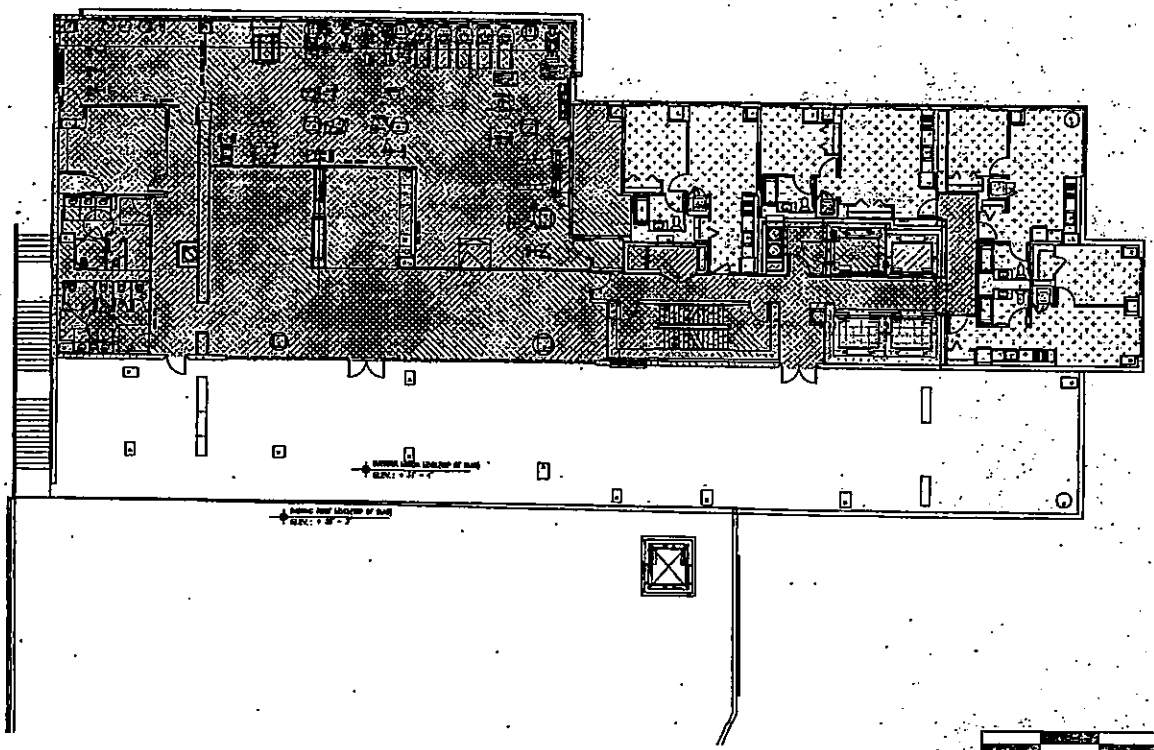
DATE: DECEMBER 15, 2015

SCALE: Scale: 1:20

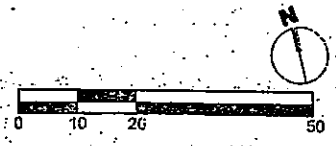
564

AREAS	
General Common Elements	6,633 SF
Base Unit	2,459 SF
Base Common Elements	151 SF
Tower Common Elements	77 SF

*PLEASE NOTE PARKING IS SHOWN ON DRAWING TL-090.



*PLEASE NOTE PARKING IS SHOWN ON DRAWING TL-090.



General Common Elements | Base Unit | Base Common Elements | Base Limited Common Elements | Tower Units | Tower Common Elements | Special Tower Limited Common Elements

DIMENSION OF UNITS:
THE FLOOR AREA OF THE UNITS IS MEASURED HORIZONTALLY FROM THE OUTSIDE OF THE EXTERIOR WALLS TO THE CENTER LINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR TO THE CENTER LINE OF THE WALLS OR PARTITIONS SEPARATING A UNIT FROM HALLWAYS, AND INCLUDES MECHANICAL EQUIPMENT SPACES, CORRIDORS AND STAIRS WITHIN SUCH UNIT.

TAX LOT CERTIFICATION:

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: 2-25-2016

CARTOGRAPHER:

ARCHITECT CERTIFICATION:

STATE OF NEW YORK
COUNTY OF NEW YORK
THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

SWORN TO ME BEFORE THIS 17TH DAY OF Dec 2015

MILDRED C. RAMOS
Notary Public, State of New York
No. 01RA4854309
Qualified in Westchester County
Commission Expires March 3, 2018

REGISTERED ARCHITECT
ORIENTE
15998
STATE OF NEW YORK

SEAL

17 DEC 15

ARCHITECT:
Perkins Eastman
115 FIFTH AVENUE
NEW YORK, NY 10003
T 212.353.7700
F 212.353.7676

DECLARANT:
Sheepshead Bay Road Owner, LLC
c/o AvalonBay Communities, Inc.
671 North Glebe Road
Arlington, Virginia 22203

PROJECT NUMBER: 57710.00

DRAWING TITLE:
3rd Floor Plan
(C of O 2nd Floor Plan)

SET: SHEEPSHEAD BAY CONDOMINIUM TAX LOT

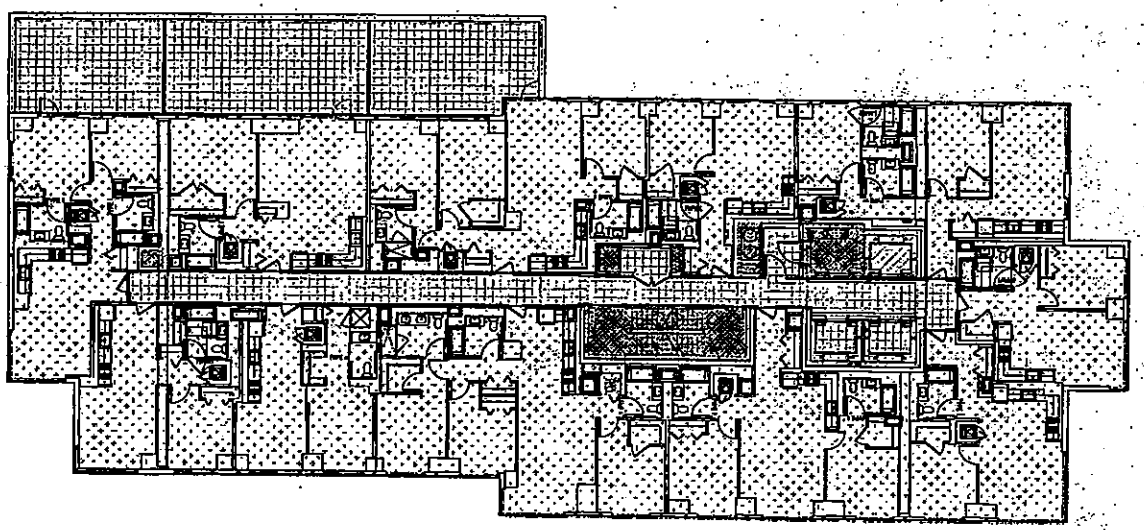
DRAWING NUMBER: TL - 102

DATE: DECEMBER 15, 2015

SCALE: Scale: 1:20

565

AREAS		
	General Common Elements	414 SF
	Base Unit	9,686 SF
	Base Common Elements	2,511 SF
	Tower Common Elements	77 SF



N

0 10 20 50

General Common Elements | Base Unit | Base Common Elements | Base Limited Common Elements

Tower Units | Tower Common Elements | Special Tower Limited Common Elements

DIMENSION OF UNITS:

THE FLOOR AREA OF THE UNITS IS MEASURED HORIZONTALLY FROM THE OUTSIDE OF THE EXTERIOR WALLS TO THE CENTER LINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR TO THE CENTER LINE OF THE WALLS OR PARTITIONS SEPARATING A UNIT FROM HALLWAYS, AND INCLUDES MECHANICAL EQUIPMENT SPACES, CORRIDORS AND STAIRS WITHIN SUCH UNIT.

TAX LOT CERTIFICATION:

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: 12-15-2015

CARTOGRAPHER:

ARCHITECT CERTIFICATION:

STATE OF NEW YORK
COUNTY OF NEW YORK
THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

SWORN TO ME BEFORE THIS 17TH DAY OF Dec. 2015

MILDRED C. RAMOS
Notary Public, State of New York
No. 01RA4854909
Qualified in Westchester County
Commission Expires March 2, 2019

REGISTERED ARCHITECT — STATE OF NEW YORK — 15925

SEAL

17 Mar 16

ARCHITECT:
Perkins Eastman
115 FIFTH AVENUE
NEW YORK, NY 10003
T. 212.353.7200
F. 212.353.7676

DECLARANT:
Sheepshead Bay Road Owner, LLC
c/o AvalonBay Communities, Inc.
671 North Glebe Road
Arlington, Virginia 22203

PROJECT NUMBER: 57710.00

DRAWING TITLE:
4th to 5th
Typical Floor Plan
(C of O 3rd to 4th Typical Floor Plan)

SET: SHEEPSHEAD BAY CONDOMINIUM TAX LOT

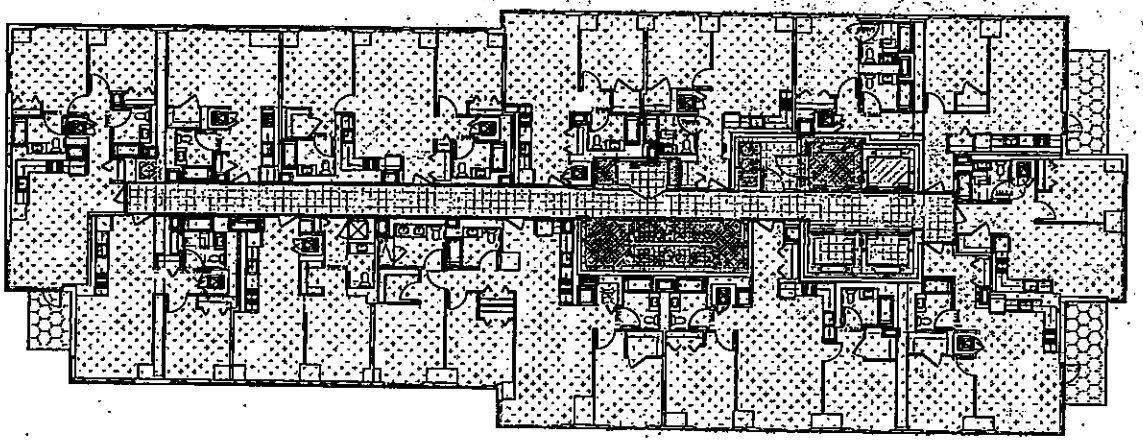
DRAWING NUMBER: TL - 103

DATE: DECEMBER 15, 2015

SCALE: Scale: 1:20

566

AREAS		
	General Common Elements	414 SF
	Base Unit	9,907 SF
	Base Common Elements	1,061 SF
	Tower Common Elements	77 SF
	Base Limited Common Elements	304 SF



0 10 20 50

General Common Elements	Base Unit	Base Common Elements	Base Limited Common Elements
	Tower Units	Tower Common Elements	Special Tower Limited Common Elements

DIMENSION OF UNITS:
THE FLOOR AREA OF THE UNITS IS MEASURED HORIZONTALLY FROM THE OUTSIDE OF THE EXTERIOR WALLS TO THE CENTER LINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR TO THE CENTER LINE OF THE WALLS OR PARTITIONS SEPARATING A UNIT FROM HALLWAYS, AND INCLUDES MECHANICAL EQUIPMENT SPACES, CORRIDORS AND STAIRS WITHIN SUCH UNIT.

TAX LOT CERTIFICATION:

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: 2-25-2016

CARTOGRAPHER:

ARCHITECT CERTIFICATION:

STATE OF NEW YORK
COUNTY OF NEW YORK
THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

SWORN TO ME BEFORE THIS 17TH DAY OF Dec 2015

MILDRED C. RAMOS
Notary Public, State of New York
No. 01RA4654309
Qualified in Westchester County
Commission Expires March 2, 2018

REGISTERED ARCHITECT 15595 STATE OF NEW YORK
SEAL

17 DEC 15

ARCHITECT:
Perkins Eastman
115 FIFTH AVENUE
NEW YORK, NY 10003
T. 212.353.7200
F. 212.353.7676

DECLARANT:
Sheepshead Bay Road Owner, LLC
c/o AvalonBay Communities, Inc.
671 North Globe Road
Arlington, Virginia 22203

PROJECT NUMBER: 67710.00

DRAWING TITLE:
6th to 18th Typical Floor Plan
(C of O 5th to 16th Typical Floor Plan)

SET: SHEEPSHEAD BAY CONDOMINIUM TAX LOT

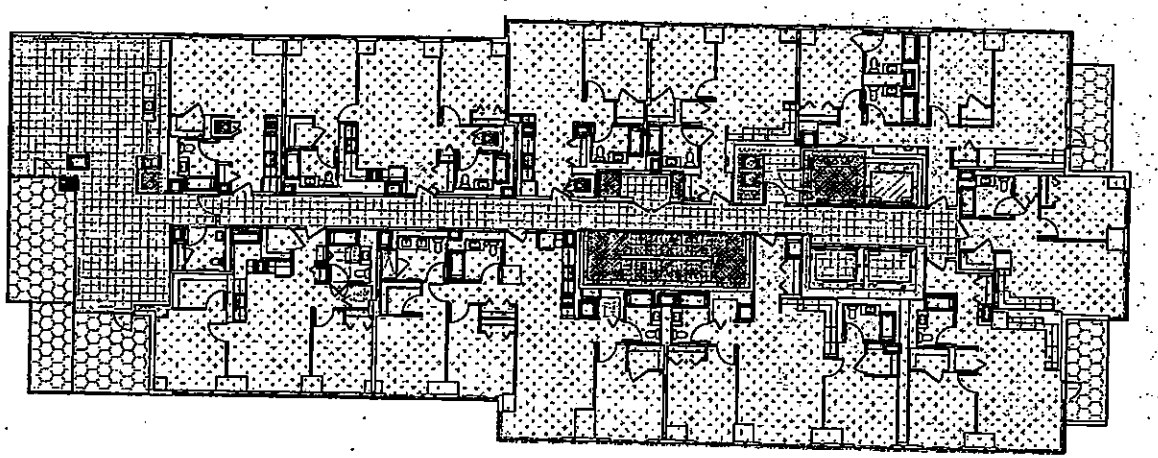
DRAWING NUMBER: TL - 104

DATE: DECEMBER 15, 2015

SCALE: Scale: 1:20

567

AREAS	
General Common Elements	414 SF
Base Unit	8,549 SF
Base Common Elements	2,030 SF
Tower Common Elements	77 SF
Base Limited Common Elements	741 SF



0 10 20 50

General Common Elements | Base Unit | Base Common Elements | Base Limited Common Elements | Tower Units | Tower Common Elements | Special Tower Limited Common Elements

DIMENSION OF UNITS:
THE FLOOR AREA OF THE UNITS IS MEASURED HORIZONTALLY FROM THE OUTSIDE OF THE EXTERIOR WALLS TO THE CENTER LINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR TO THE CENTER LINE OF THE WALLS OR PARTITIONS SEPARATING A UNIT FROM HALLWAYS, AND INCLUDES MECHANICAL EQUIPMENT SPACES, CORRIDORS AND STAIRS WITHIN SUCH UNIT.

TAX LOT CERTIFICATION:

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: 2-25-2016

CARTOGRAPHER:

ARCHITECT CERTIFICATION:

STATE OF NEW YORK
COUNTY OF NEW YORK
THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

SWORN TO ME BEFORE THIS 14TH DAY OF Dec 2015

MILDRED C. RAMOS
Notary Public, State of New York
No. 01RA4854309
Qualified in Westchester County
Commission Expires March 3, 2019

REGISTERED ARCHITECT ★ CARL W. ORDEMAN ★ 15935 ★ STATE OF NEW YORK

SEAL

ARCHITECT:
Perkins Eastman
115 FIFTH AVENUE
NEW YORK, NY 10003
T. 212.353.7200
F. 212.353.7676

DECLARANT:
Sheepshead Bay Road Owner, LLC
c/o AvalonBay Communities, Inc.
671 North Globe Road
Arlington, Virginia 22203

17 DEC 15

PROJECT NUMBER: 87719.00

DRAWING TITLE:
19th Floor Plan
(C of O 17th Floor Plan)

SET: SHEEPSHEAD BAY CONDOMINIUM TAX LOT

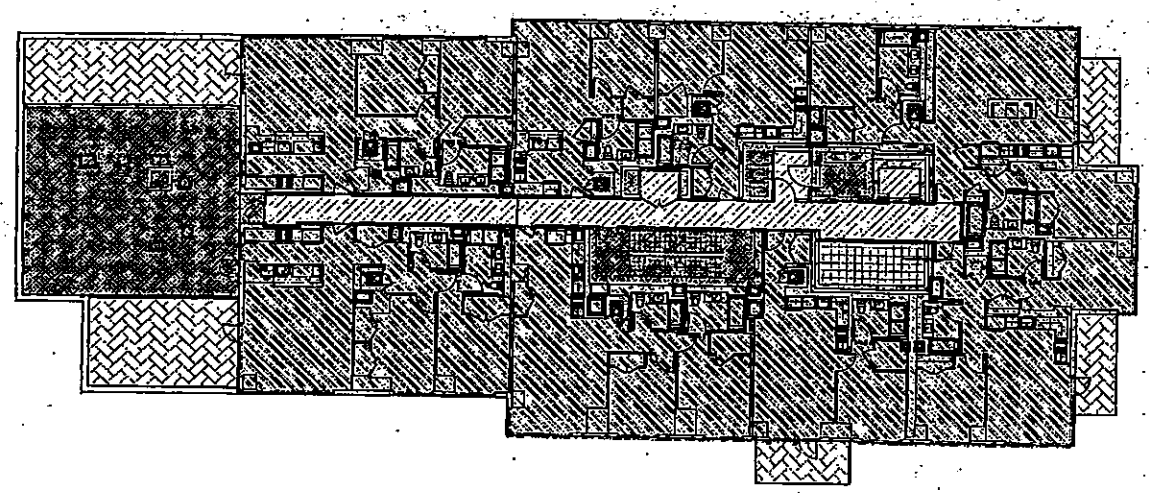
DRAWING NUMBER: TL - 105

DATE: DECEMBER 15, 2015

SCALE: Scale: 1:20

568

AREAS	
General Common Elements	1,510 SF
Tower Units	8,128 SF
Tower Common Elements	764 SF
Base Common Elements	151 SF
Special Tower Limited Common Elements	1,194 SF



0 10 20 50

General Common Elements | Base Unit | Base Common Elements | Base Limited Common Elements | Tower Units | Tower Common Elements | Special Tower Limited Common Elements

DIMENSION OF UNITS:
THE FLOOR AREA OF THE UNITS IS MEASURED HORIZONTALLY FROM THE OUTSIDE OF THE EXTERIOR WALLS TO THE CENTER LINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR TO THE CENTER LINE OF THE WALLS OR PARTITIONS SEPARATING A UNIT FROM HALLWAYS, AND INCLUDES MECHANICAL EQUIPMENT SPACES, CORRIDORS AND STAIRS WITHIN SUCH UNIT.

TAX LOT CERTIFICATION:

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: 2-26-2016

CARTOGRAPHER:

ARCHITECT CERTIFICATION:

STATE OF NEW YORK
COUNTY OF NEW YORK
THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

SWORN TO ME BEFORE THIS 17th DAY OF Dec 2015

MILDRED C. RAMOS
Notary Public, State of New York
No. 01RA4854309
Qualified in Westchester County
Commission Expires March 3, 2018

REGISTERED ARCHITECT
BRIAN W. OROZMAN
15995
STATE OF NEW YORK

SEAL

ARCHITECT:
Perkins Eastman
115 FIFTH AVENUE
NEW YORK, NY 10003
T. 212.353.7200
F. 212.353.7676

DECLARANT:
Sheepshead Bay Road Owner, LLC
c/o AvalonBay Communities, Inc.
671 North Glebe Road
Arlington, Virginia 22203

17 DEC 18

PROJECT NUMBER: 87710.00

DRAWING TITLE:
20th Floor Plan
(C of O 19th Floor Plan)

SET: SHEEPSHEAD BAY CONDOMINIUM TAX LOT

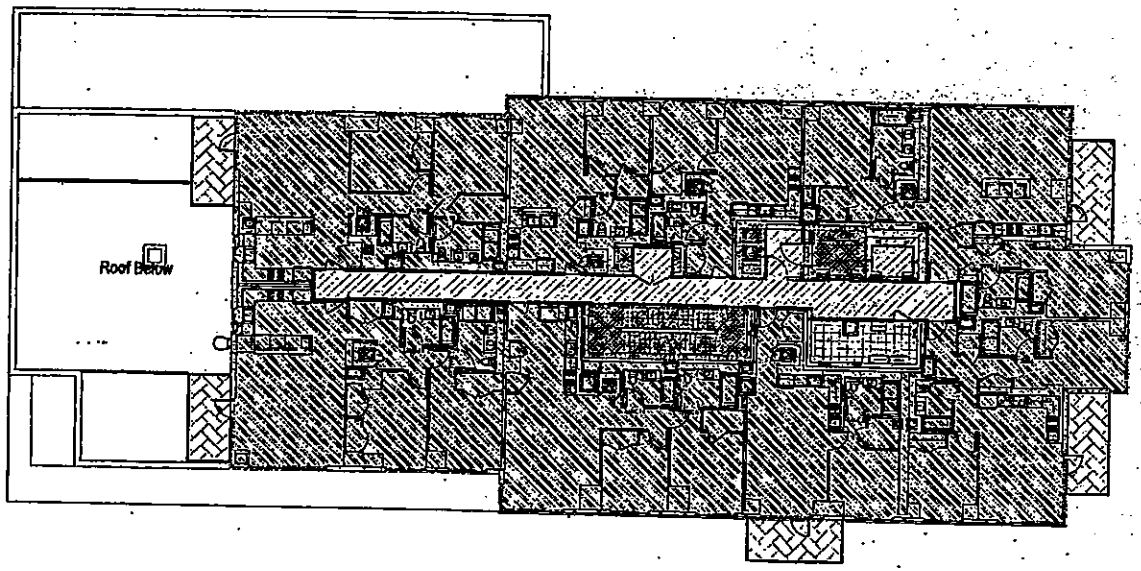
DRAWING NUMBER: TL - 106

DATE: DECEMBER 15, 2015

SCALE: Scale: 1:20

569

AREAS	
General Common Elements	395 SF
Tower Units	8,134 SF
Tower Common Elements	780 SF
Base Common Elements	151 SF
Special Tower Limited Common Elements	552 SF





General Common Elements | Base Unit | Base Common Elements | Base Limited Common Elements

Tower Units | Tower Common Elements | Special Tower Limited Common Elements

DIMENSION OF UNITS:
THE FLOOR AREA OF THE UNITS IS MEASURED HORIZONTALLY FROM THE OUTSIDE OF THE EXTERIOR WALLS TO THE CENTER LINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR TO THE CENTER LINE OF THE WALLS OR PARTITIONS SEPARATING A UNIT FROM HALLWAYS, AND INCLUDES MECHANICAL EQUIPMENT SPACES, CORRIDORS AND STAIRS WITHIN SUCH UNIT.

TAX LOT CERTIFICATION:

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: 2-25-16

CARTOGRAPHER:

ARCHITECT CERTIFICATION:

STATE OF NEW YORK
COUNTY OF NEW YORK
THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

SWORN TO ME BEFORE THIS 17th DAY OF Dec., 2015

MILDRED C. RAMOS
Notary Public, State of New York
No. 01RA4854309
Qualified in Westchester County
Commission Expires March 3, 2019

REGISTERED ARCHITECT
ROBERT J. ROSSMAN
15935
STATE OF NEW YORK
SEAL

ARCHITECT:
Perkins Eastman
115 FIFTH AVENUE
NEW YORK, NY 10003
T. 212.353.7200
F. 212.353.7676

DECLARANT:
Sheepshead Bay Road Owner, LLC
c/o Avalonbay Communities, Inc.
671 North Glebe Road
Arlington, Virginia 22203

17 DEC 16

PROJECT NUMBER: 57719.00

DRAWING TITLE:
21st Floor Plan
(C of O 19th Floor Plan)

SET: SHEEPSHEAD BAY CONDOMINIUM TAX LOT

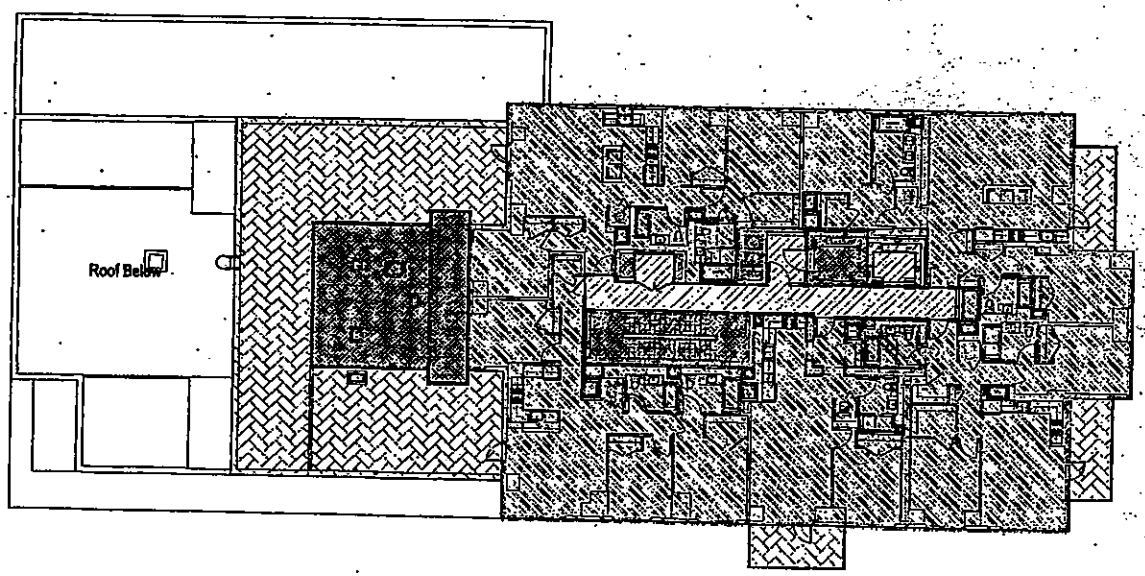
DRAWING NUMBER: TL - 107

DATE: DECEMBER 15, 2015

SCALE: Scale: 1:20

570

AREAS	
General Common Elements	1,040 SF
Tower Units	6,048 SF
Tower Common Elements	500 SF
Special Tower Limited Common Elements	2,216 SF





General Common Elements | Base Unit | Base Common Elements | Base Limited Common Elements

Tower Units | Tower Common Elements | Special Tower Limited Common Elements

DIMENSION OF UNITS:

THE FLOOR AREA OF THE UNITS IS MEASURED HORIZONTALLY FROM THE OUTSIDE OF THE EXTERIOR WALLS TO THE CENTER LINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR TO THE CENTER LINE OF THE WALLS OR PARTITIONS SEPARATING A UNIT FROM HALLWAYS, AND INCLUDES MECHANICAL EQUIPMENT SPACES, CORRIDORS AND STAIRS WITHIN SUCH UNIT.

TAX LOT CERTIFICATION:

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: 2-25-2016

CARTOGRAPHER:

ARCHITECT CERTIFICATION:

STATE OF NEW YORK
COUNTY OF NEW YORK
THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

SWORN TO ME BEFORE THIS 17th DAY OF Dec 2015

MILORED C. RAMOS
Notary Public, State of New York
No. 01RA4854309
Qualified In Westchester County
Commission Expires March 3, 2018

REGISTERED ARCHITECT
JOSEPH V. DRUSEDAU
15935
STATE OF NEW YORK
SEAL

17 DEC 15

ARCHITECT:
Perkins Eastman
115 FIFTH AVENUE
NEW YORK, NY 10003
T 212.353.7200
F 212.353.7676

DECLARANT:
Sheepshead Bay Road Owner, LLC
c/o Avalonbay Communities, Inc.
671 North Glebe Road
Arlington, Virginia 22203

PROJECT NUMBER: 57718.00

DRAWING TITLE:
22nd Floor Plan
(C of O 20th Floor Plan)

SET: SHEEPSHEAD BAY CONDOMINIUM TAX LOT

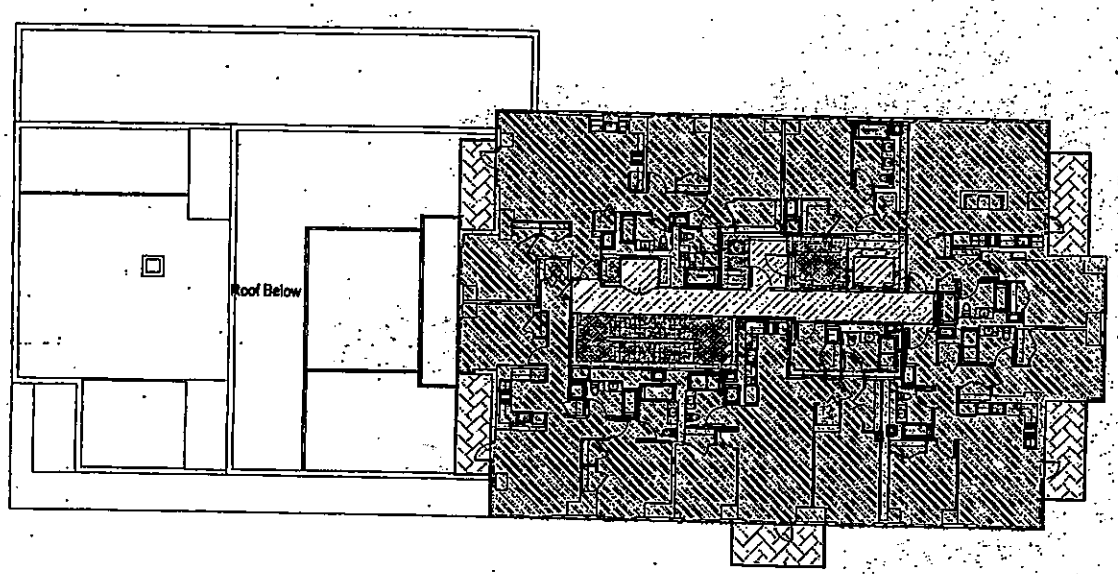
DRAWING NUMBER: TL - 108

DATE: DECEMBER 15, 2015

SCALE: Scale: 1:20

571

AREAS	
General Common Elements	395 SF
Tower Units	6,043 SF
Tower Common Elements	505 SF
Special Tower Limited Common Elements	552 SF



N

0 10 20 50

General Common Elements | Base Unit | Base Common Elements | Base Limited Common Elements

Tower Units | Tower Common Elements | Special Tower Limited Common Elements

DIMENSION OF UNITS:
THE FLOOR AREA OF THE UNITS IS MEASURED HORIZONTALLY FROM THE OUTSIDE OF THE EXTERIOR WALLS TO THE CENTER LINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR TO THE CENTER LINE OF THE WALLS OR PARTITIONS SEPARATING A UNIT FROM HALLWAYS, AND INCLUDES MECHANICAL EQUIPMENT SPACES, CORRIDORS AND STAIRS WITHIN SUCH UNIT.

TAX LOT CERTIFICATION:

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: 2-25-2016

CARTOGRAPHER:

ARCHITECT CERTIFICATION:

STATE OF NEW YORK
COUNTY OF NEW YORK
THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

SWORN TO ME BEFORE THIS 14th DAY OF Dec 2015

MILDRED C. RAMOS
Notary Public, State of New York
No. 01RA4854309
Qualified in Westchester County
Commission Expires March 3, 2018

REGISTERED ARCHITECT
ANDREW W. ORDEMAN
015995
STATE OF NEW YORK
SEAL

17DEC15

ARCHITECT:
Perkins Eastman
115 FIFTH AVENUE
NEW YORK, NY 10003
T. 212.353.7200
F. 212.353.7676

DECLARANT:
Sheepshead Bay Road Owner, LLC
c/o Archcliffe Companies, Inc.
611 North Glebe Road
Arlington, Virginia 22203

PROJECT NUMBER: 57716.00

DRAWING TITLE:
23rd to 27th
Typical Floor Plan
C of O 21st to 25th Typical Floor Plan

SET: SHEEPSHEAD BAY CONDOMINIUM TAX LOT

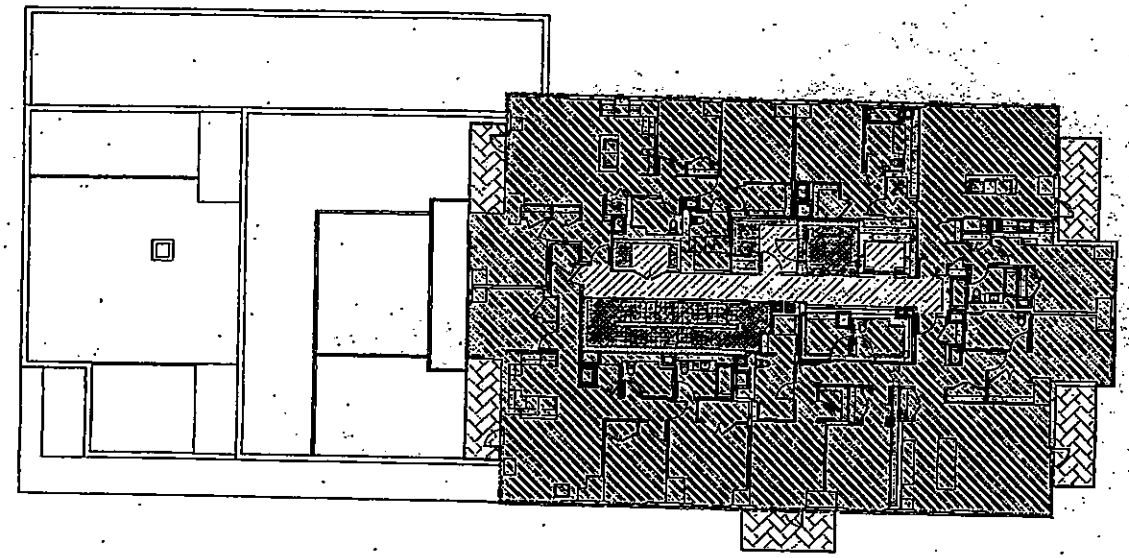
DRAWING NUMBER: TL - 109

DATE: DECEMBER 15, 2015

SCALE: Scale: 1:20

572

AREAS	
General Common Elements	425 SF
Tower Units	6,016 SF
Tower Common Elements	502 SF
Special Tower Limited Common Elements	544 SF



0 10 20 50

General Common Elements | Base Unit | Base Common Elements | Base Limited Common Elements | Tower Units | Tower Common Elements | Special Tower Limited Common Elements

DIMENSION OF UNITS:
THE FLOOR AREA OF THE UNITS IS MEASURED HORIZONTALLY FROM THE OUTSIDE OF THE EXTERIOR WALLS TO THE CENTER LINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR TO THE CENTER LINE OF THE WALLS OR PARTITIONS SEPARATING A UNIT FROM HALLWAYS, AND INCLUDES MECHANICAL EQUIPMENT SPACES, CORRIDORS AND STAIRS WITHIN SUCH UNIT.

TAX LOT CERTIFICATION:

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: 12/15/2015

CARTOGRAPHER:

ARCHITECT CERTIFICATION:

STATE OF NEW YORK
COUNTY OF NEW YORK
THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

SWORN TO ME BEFORE THIS 17th DAY OF Dec. 2015

MILDRED C. RAMOS
Notary Public, State of New York
No. 01RA4854309
Qualified in Westchester County
Commission Expires March 3, 2018

REGISTERED ARCHITECT CARL W. ORDELHEIDE 19998 STATE OF NEW YORK

SEAL

ARCHITECT:
Perkins Eastman
115 FIFTH AVENUE
NEW YORK, NY 10003
T. 212.353.7200
F. 212.353.7676

DECLARANT:
Sheepshead Bay Road Owner, LLC
c/o Assemblage Communities, Inc.
671 North Glebe Road
Arlington, Virginia 22203

17000/S

PROJECT NUMBER: 57718.50

DRAWING TITLE:
29th Floor Plan
(C of O 27th Floor Plan)

SET: SHEEPSHEAD BAY CONDOMINIUM TAX LOT

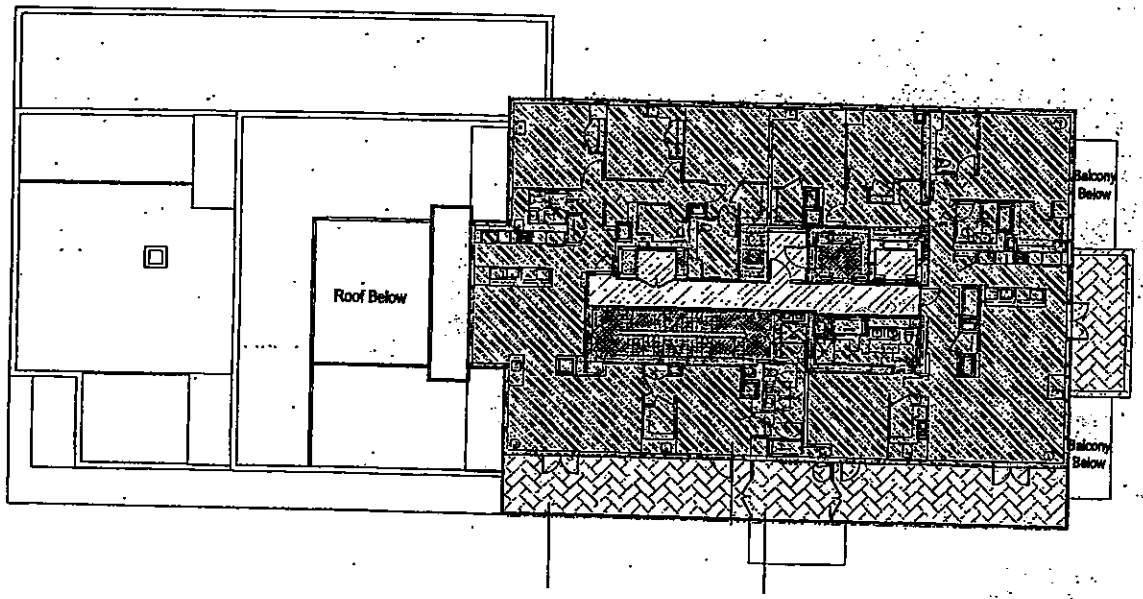
DRAWING NUMBER: TL - 111

DATE: DECEMBER 15, 2015

SCALE: Scale: 1:20

573

AREAS	
General Common Elements	425 SF
Tower Units	4,892 SF
Tower Common Elements	438 SF
Special Tower Limited Common Elements	1,185 SF





General Common Elements | Base Unit | Base Common Elements | Base Limited Common Elements

Tower Units | Tower Common Elements | Special Tower Limited Common Elements

DIMENSION OF UNITS:
THE FLOOR AREA OF THE UNITS IS MEASURED HORIZONTALLY FROM THE OUTSIDE OF THE EXTERIOR WALLS TO THE CENTER LINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR TO THE CENTER LINE OF THE WALLS OR PARTITIONS SEPARATING A UNIT FROM HALLWAYS, AND INCLUDES MECHANICAL EQUIPMENT SPACES, CORRIDORS AND STAIRS WITHIN SUCH UNIT.

TAX LOT CERTIFICATION:

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: 2-25-2016

CARTOGRAPHER:

ARCHITECT CERTIFICATION:

STATE OF NEW YORK
COUNTY OF NEW YORK
THIS IS TO CERTIFY THAT THIS PLAN IS AN ACCURATE COPY OF A PORTION OF THE PLANS OF THE BUILDING AS FILED WITH AND APPROVED BY THE DEPARTMENT OF BUILDINGS, CITY OF NEW YORK AND FULLY AND FAIRLY DEPICTS THE LAYOUT, LOCATION, UNIT DESIGNATIONS AND APPROXIMATE DIMENSIONS OF THE UNITS AS BUILT.

SWORN TO ME BEFORE THIS 17th DAY OF Dec. 2015

MILDRED C. RAMOS
Notary Public, State of New York
No. 01RA4854309
Qualified In Westchester County
Commission Expires March 3, 2019

REGISTERED ARCHITECT
CARL D. ONEMAN
15995
STATE OF NEW YORK

SEAL

17MC19

ARCHITECT:
Perkins Eastman
115 FIFTH AVENUE
NEW YORK, NY 10003
T. 212.353.7200
F. 212.353.7676

DECLARANT:
Sheepshead Bay Road Owner, LLC
c/o Avalonbay Communities, Inc.
671 North Glebe Road
Arlington, Virginia 22203

PROJECT NUMBER: 57710.00

DRAWING TITLE:
30th Floor Plan
(C of O 28th Floor Plan)

SET: SHEEPSHEAD BAY CONDOMINIUM TAX LOT

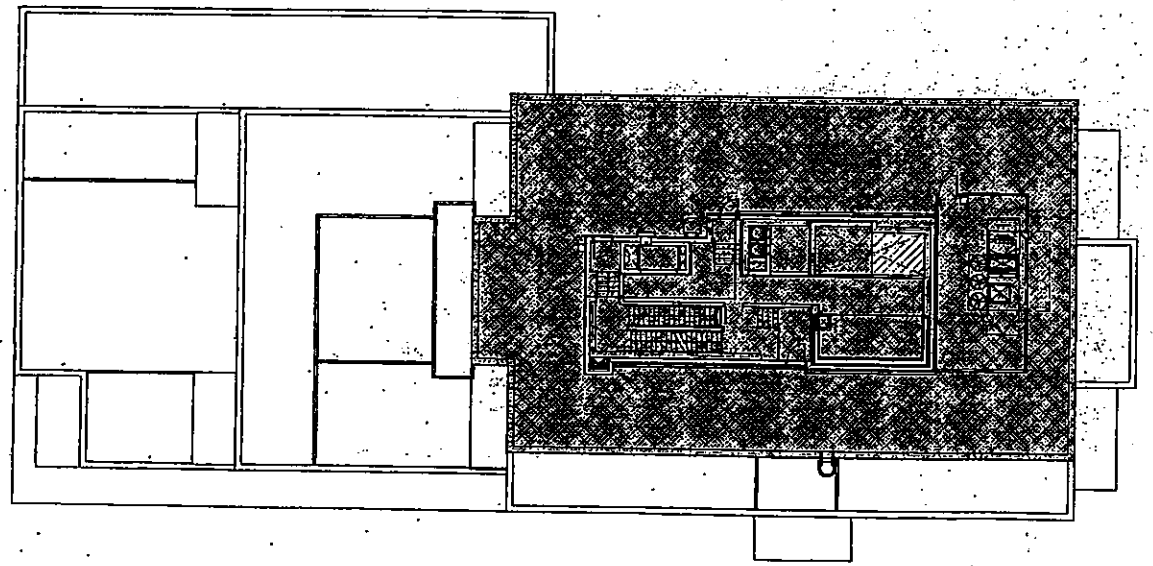
DRAWING NUMBER: TL - 112

DATE: DECEMBER 16, 2015

SCALE: Scale: 1:20

574

AREAS	
General Common Elements	5,678 SF
Tower Common Elements	77 SF



N

0 10 20 50

General Common Elements | Base Unit | Base Common Elements | Base Limited Common Elements

Tower Units | Tower Common Elements | Special Tower Limited Common Elements

DIMENSION OF UNITS:
THE FLOOR AREA OF THE UNITS IS MEASURED HORIZONTALLY FROM THE OUTSIDE OF THE EXTERIOR WALLS TO THE CENTER LINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR TO THE CENTER LINE OF THE WALLS OR PARTITIONS SEPARATING A UNIT FROM HALLWAYS; AND INCLUDES MECHANICAL EQUIPMENT SPACES, CORRIDORS AND STAIRS WITHIN SUCH UNIT.

TAX LOT CERTIFICATION:

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: 2-25-2016

CARTOGRAPHER:

ARCHITECT CERTIFICATION:

STATE OF NEW YORK
COUNTY OF NEW YORK
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SWORN TO ME BEFORE THIS 14TH DAY OF Dec. 2015

MILDRED C. RAMOS
Notary Public, State of New York
No. 01RA4854309
Qualified in Westchester County
Commission Expires March 3, 2018

REGISTERED ARCHITECT RICHARD GRODZINSKI 15995 STATE OF NEW YORK

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c/o AvalonBay Communities, Inc.
671 North Glebe Road
Arlington, Virginia 22203

17 0806 19.

PROJECT NUMBER: 37719.00

DRAWING TITLE:
Main Roof Plan
(C of O Main Roof Plan)

SET: SHEEPSHEAD BAY CONDOMINIUM TAX LOT

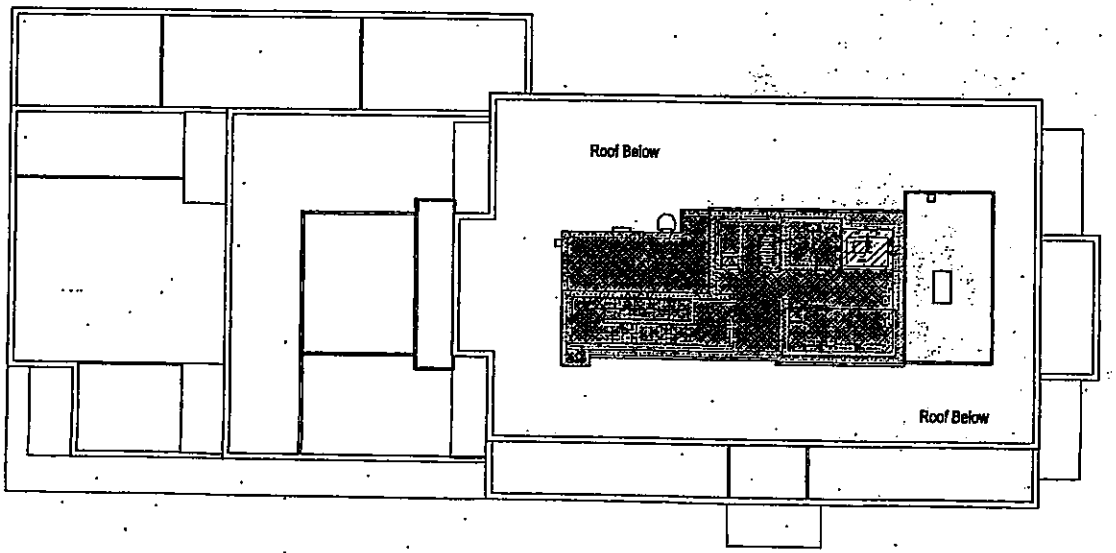
DRAWING NUMBER: TL - 113

DATE: DECEMBER 15, 2015

SCALE: Scale: 1:20

575

AREAS		
	General Common Elements	1,345 SF
	Tower Common Elements	77 SF



N

0 10 20 50

General Common Elements	Base Unit	Base Common Elements	Base Limited Common Elements
	Tower Units	Tower Common Elements	Special Tower Limited Common Elements

DIMENSION OF UNITS:
THE FLOOR AREA OF THE UNITS IS MEASURED HORIZONTALLY FROM THE OUTSIDE OF THE EXTERIOR WALLS TO THE CENTER LINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR TO THE CENTER LINE OF THE WALLS OR PARTITIONS SEPARATING A UNIT FROM HALLWAYS; AND INCLUDES MECHANICAL EQUIPMENT SPACES, CORRIDORS AND STAIRS WITHIN SUCH UNIT.

TAX LOT CERTIFICATION:

THE UNIT DESIGNATIONS AND THE TAX LOT NUMBERS SHOWN HEREON CONFORM TO THE OFFICIAL TAX LOT NUMBERS SHOWN ON THE TAX MAP OF THE CITY OF NEW YORK, BOROUGH OF BROOKLYN.

DATE: 2-25-2016

CARTOGRAPHER:

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SWORN TO ME BEFORE THIS 17TH DAY OF Dec 2015

MILDRED C. RAMOS
Notary Public, State of New York
No. 01RA4854309
Qualified in Westchester County
Commission Expires March 3, 2018

REGISTERED ARCHITECT
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c/o AvalonBay Communities, Inc.
671 North Glebe Road
Arlington, Virginia 22203

17026.19

PROJECT NUMBER: 57710.00

DRAWING TITLE:
Mech.Roof Plan
(C of O Mech. Roof Plan)

SET: SHEEPSHEAD BAY CONDOMINIUM TAX LOT

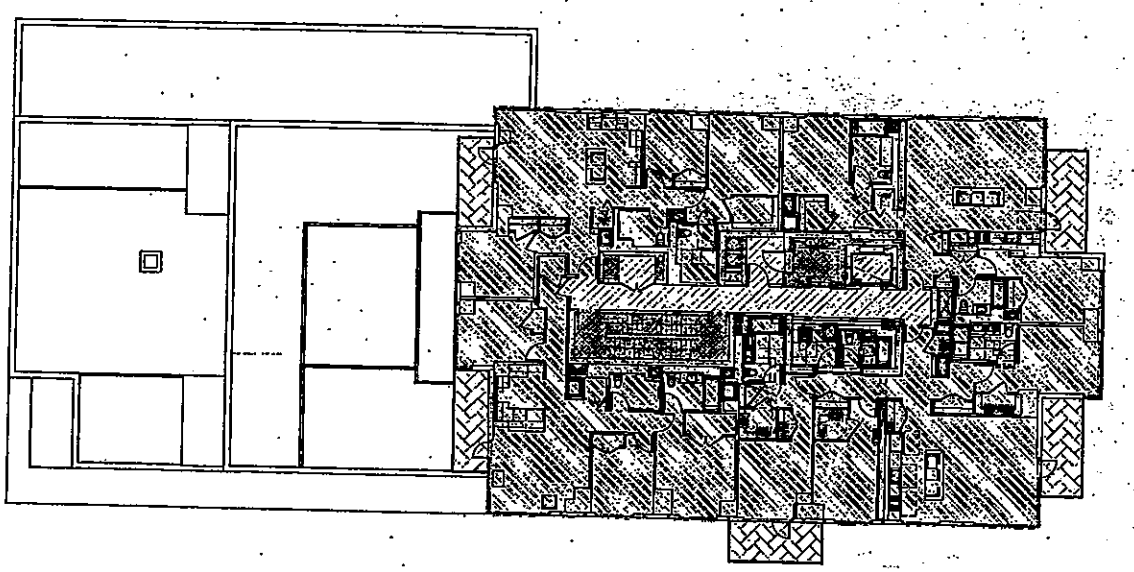
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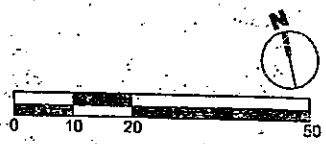
DATE: DECEMBER 15, 2015

SCALE: Scale: 1:20

576

AREAS	
General Common Elements	395 SF
Tower Units	6,054 SF
Tower Common Elements	494 SF
Special Tower Limited Common Elements	544 SF





General Common Elements | Base Unit | Base Common Elements | Base Limited Common Elements

Tower Units | Tower Common Elements | Special Tower Limited Common Elements

DIMENSION OF UNITS:
THE FLOOR AREA OF THE UNITS IS MEASURED HORIZONTALLY FROM THE OUTSIDE OF THE EXTERIOR WALLS TO THE CENTER LINE OF THE PARTITIONS SEPARATING ONE UNIT FROM ANOTHER UNIT, OR TO THE CENTER LINE OF THE WALLS OR PARTITIONS SEPARATING A UNIT FROM HALLWAYS, AND INCLUDES MECHANICAL EQUIPMENT SPACES, CORRIDORS AND STAIRS WITHIN SUCH UNIT.

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SWORN TO ME BEFORE THIS 17th DAY OF Dec., 2015

MILDRED C. RAMOS
Notary Public, State of New York
No. 01RA4854309
Qualified in Westchester County
Commission Expires March 3, 2018

REGISTERED ARCHITECT
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15996
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SEAL

17 DEC 15

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F. 212.353.7676

DECLARANT:
Sheepshead Bay Road Owner, LLC
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671 North Glebe Road
Arlington, Virginia 22203

PROJECT NUMBER: 57719.00

DRAWING TITLE:
28th Floor Plan
(C of O 26th Floor Plan)

SET: SHEEPSHEAD BAY CONDOMINIUM TAX LOT

DRAWING NUMBER: TL - 110

DATE: DECEMBER 15, 2015

SCALE: Scale: 1:20

577