40 BLEECKER
Noho

40 BLEECKER STREET, NEW YORK, NEW YORK, 10012

40 BLEECKER STREET, NEW YORK, NEW YORK, 10012

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

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

40 BLEECKER

Noho

CONDOMINIUM OFFERING PLAN

40 BLEECKER STREET, NEW YORK, NEW YORK, 10012

Total Cash Amount of Offering for 61 Residential Units	$283,984,555
Total Cash Amount of Offering for 11 Garage Parking Space Units	3,300,000
Total Cash Amount of Offering for 1 Accessible Parking Space Lease	300,000
Total Cash Amount of Offering for 40 Storage Locker License Agreements	1,400,000
TOTAL OFFERING PRICE	$288,984,555

Each Purchaser will make the following payments at the time of closing: Reserve Fund: one (1) month's common charges at the time of closing. See page 119. Working Capital Fund: one (1) month's common charges at the time of closing. See page 119. Superintendent's Unit Contribution: one (1) month's common charges as of the first closing date. See page 2. The Working Capital Fund may be diminished for closing adjustments. See page 120.

The Condominium will have 61 Residential Units, 11 Garage Parking Space Units, 1 Accessible Parking Space Lease and 40 Storage Locker Licenses which are being offered for sale hereby. One Residential Unit will be conveyed by the Sponsor to the Board of Managers on behalf of all Unit Owners for use as the Superintendent's residence. See page 2. The Condominium will have one Commercial Unit which is not being offered for sale as of the date of first offer.

SPONSOR:

304 Mulberry Street Operating Company, L.L.C.
c/o Broad Street Development, LLC
80 Broad Street . 2nd Floor
New York, NY 10004

SELLING AGENT:

Douglas Elliman, LLC
d/b/a Douglas Elliman Real Estate
575 Madison Avenue
New York, NY 10022

The approximate date of the first offer to the public is _____, 2017.
The offering may not be used after _____, 2018 unless extended by amendment.

THIS PLAN CONTAINS SPECIAL RISKS TO PURCHASERS. SEE PAGE (v).

THIS OFFERING PLAN IS THE SPONSOR'S 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 OFFICE OF THE ATTORNEY GENERAL PRIOR TO SELLING OR OFFERING TO SELL ANY UNIT. FILING WITH THE OFFICE OF THE ATTORNEY GENERAL DOES NOT MEAN THAT THE DEPARTMENT OR ANY OTHER GOVERNMENT AGENCY HAS APPROVED THIS OFFERING.

TABLE OF CONTENTS

PART I

	Page
SPECIAL RISK FACTORS	v
INTRODUCTION	1
DESCRIPTION OF PROPERTY AND IMPROVEMENTS	10
LOCATION AND AREA INFORMATION	19
SCHEDULE A - OFFERING PRICES AND RELATED INFORMATION	21
SCHEDULE B - PROJECTED BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION	28
SCHEDULE B-1 - BUDGET FOR INDIVIDUAL ENERGY COSTS,	38
COMPLIANCE WITH REAL PROPERTY LAW SECTION 339(i)	42
GARAGE PARKING SPACES AND STORAGE LOCKERS	43
COMMERCIAL UNIT	46
CHANGES IN PRICES AND UNITS	47
INTERIM LEASES	49
PROCEDURE TO PURCHASE	50
FINANCING FOR QUALIFIED PURCHASERS	57
ASSIGNMENT OF PURCHASE AGREEMENTS	57
EFFECTIVE DATE	57
CLOSING AND TERMS OF SALE	59
UNIT CLOSING COSTS AND ADJUSTMENTS	64
RIGHTS AND OBLIGATIONS OF THE SPONSOR	68
CONTROL BY THE SPONSOR	76
CONDOMINIUM BOARD	78
RIGHTS AND OBLIGATIONS OF THE UNIT OWNERS AND THE CONDOMINIUM BOARD	80
REAL ESTATE TAXES	97
INCOME TAX DEDUCTIONS TO UNIT OWNERS AND TAX STATUS OF THE CONDOMINIUM	99
INCOME TAX OPINION OF SPONSOR'S COUNSEL	102
OPINION REGARDING ALLOCATION OF COMMON INTERESTS	108
REAL ESTATE TAX OPINION OF SPONSOR'S COUNSEL	109
RESERVE FUND AND WORKING CAPITAL FUND	119
MANAGEMENT AGREEMENT, CONTRACTS AND LEASES	120
IDENTITY OF PARTIES	123
REPORTS TO UNIT OWNERS	125
DOCUMENTS ON FILE	126
GENERAL	126
SPONSOR'S STATEMENT OF SPECIFICATIONS AND BUILDING CONDITION	127

PART II

PURCHASE AGREEMENT. A-1
TRI-PARTY ESCROW ACCOUNT RIDER TO PURCHASE AGREEMENT A-20
IRS TAXPAYER FORMS. A-24
EXHIBIT A - LEGAL DESCRIPTION. A-26
EXHIBIT B - PERMITTED EXCEPTIONS. A-28
UNIT OWNER'S POWER OF ATTORNEY. B-1
FORM OF UNIT DEED. C-1
DESCRIPTION OF PROPERTY AND SPECIFICATIONS. D-1
FLOOR PLANS. E-1
DECLARATION OF CONDOMINIUM F-1
CONDOMINIUM BY-LAWS G-1
STORAGE LOCKER LICENSE AGREEMENT. H-1
ACCESSIBLE PARKING SPACE LEASE. I-1
SECTION 339-KK OF THE CONDOMINIUM ACT. J-1
SPONSOR-ESCROW AGENT ESCROW AGREEMENT. K-1
TENANT PROTECTION PLAN. L-1
CERTIFICATIONS
SPONSOR AND PRINCIPALS M-1
SPONSOR'S ENGINEER (OR ARCHITECT) M-3
SPONSOR'S EXPERT CONCERNING ADEQUACY OF BUDGET. M-5
SPONSOR'S EXPERT CONCERNING ADEQUACY OF COMMON CHARGES PAYABLE BY THE COMMERCIAL UNIT OWNER(S). M-7

40

BLEECKER

Noho

40 BLEECKER STREET
NEW YORK, NY10012

PLAN OF CONDOMINIUM OWNERSHIP

PART I

[This page intentionally left blank]

SPECIAL RISK FACTORS

1. No Obligation to Sell. Because the Sponsor is not limiting the conditions under which it will rent rather than sell Units after the Plan has been consummated, there is no commitment to sell more Units than the 15 percent necessary to declare the plan effective. Even if the Plan is declared effective with a minimum number of sales, it is possible that the Sponsor may be able to close Units with fewer than the minimum number of sales, if Purchasers counted towards effectiveness do not ultimately purchase a Unit. Accordingly, Owner-occupants may never gain effective control and management of the Condominium.

2. Sponsor Control. The by-laws do not include a provision that a majority of the board of managers must be owner-occupants or members of an owner-occupant's household who are unrelated to the sponsor and its principals after the end of an initial sponsor control period. Rather, as provided in the by-laws, except for members designated or elected by Sponsor or the Commercial Unit Owner or their designees, all members of the Condominium Board shall be either: (i) individual Residential Unit Owners; (ii) individual Permitted Mortgagees; (iii) officers, directors, shareholders, partners, principals, employees, or beneficiaries of corporations, partnerships, fiduciaries, or any other entities that are Unit Owners or Permitted Mortgagees; or (iv) adult Family Members of any of the foregoing.

There is no limit on the length of time that Sponsor may control the Condominium Board. Sponsor will be entitled to designate a majority of the members of the Board until the later to occur of: (i) the fifth anniversary of the First Closing, or (ii) the closing of title to Residential Units representing more than 90%, both in number and in aggregate Common Interests, of all Residential Units. Accordingly, Sponsor could control the Board for at least five (5) years after the First Closing, even if Sponsor no longer owns any Residential Units at such time. Because Sponsor reserves the unconditional right to rent or lease the Units after consummation of the Plan, the closing of 90% of the Residential Units may never occur and thus the Sponsor could control the Board indefinitely and the First Annual Meeting may never occur. After the Initial Control Period, Sponsor shall have the right to designate one (1) Residential Member for so long as Sponsor owns one (1) Residential Unit. In addition, at all times, the Commercial Unit Owner shall be entitled to designate the one (1) Commercial Member of the Condominium Board or, in the event the Commercial Unit is subdivided, to elect one (1) Commercial Member of the Condominium Board.

Since the by-laws permit individuals other than owner-occupants to be nominated or elected to the Condominium Board, and since the Sponsor could control the Board for five (5) years after the First Closing or longer, Purchasers for their own occupancy may never gain control of the Condominium Board under the terms of this Plan. Owner-occupants and non-resident owners, including the Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing, i.e., purchase as a home as opposed to as an investment. Sponsor has made no representation with respect to any obligation to sell, or to endeavor to sell, any Residential Units to purchasers for personal occupancy other than those necessary to declare this Plan effective, and Sponsor has reserved the right to hold and/or rent unsold Residential Units as well as the Commercial Unit. Prospective Purchasers should be aware that they potentially may be living with transient tenants in Units for an indefinite period, while Sponsor determines, in its sole discretion, whether to rent or sell Units. See the Section of the Plan entitled "Rights and Obligations of Sponsor."

During initial control period during which the Sponsor controls the Condominium Board, Sponsor will be able to control the maintenance and operation of, and services to be provided by, the Condominium. See the "Control by Sponsor" and "Condominium Board" sections of the Plan for a detailed description on the rights and limitations on Sponsor' control.

3. Commercial Unit. There will be one (1) Commercial Unit. The Commercial Unit will

consist of the space on the first floor other than the residential lobby, mail room, elevator area and storage and related facilities accessory to the residential use, with frontage on Mulberry Street and Bleecker Street. Sponsor and any subsequent owner of the Commercial Unit has the right to subdivide and combine portions of the Commercial Unit, subject to the provisions of the Declaration and By-Laws. The Commercial Unit and any Units resulting from the subdivision thereof may be used for retail business, commercial and professional purposes or any other lawful purpose in the sole discretion of Sponsor or other owner of the Commercial Unit. The commercial space will be located in zoning Use Group 6, which permits use for a wide variety of retail stores and personal service establishments, including food stores and eating and drinking establishments. The use of the Commercial Unit may generate noise, traffic, fumes or other disturbances over which the remaining Unit Owners will have no control. Since no special method is provided in the By-Laws for resolving disputes between the Commercial Unit Owner and the Board of Managers concerning any special allocations, any such dispute that cannot be resolved through the consensual agreement of the parties will be resolved through litigation. At this time, the Commercial Unit is not being offered for sale and fee title to that Unit will be retained by Sponsor, but Sponsor reserves the right to do so pursuant to a future appropriately filed amendment to the Plan.

4. Special Allocation of Common Expenses. As authorized in Section 5.11 of the By-Laws, not all expenses of the Condominium are shared by all Unit Owners according to their respective common interests. Certain Common Expenses, generally those relating to Residential Common Elements, have been specially allocated to the Residential Units and Garage Units and with no share paid by the Commercial Unit. Certain of these Common Expenses in which the Commercial Unit pays no share, generally those relating to Residential Limited Common Elements will be apportioned to the Unit to which such Residential Limited Common Elements are appurtenant to reflect the special or exclusive use or availability or exclusive control of such areas by particular Unit Owners. The Schedule B Budget shows the Commercial Unit's share of each expense item and the Notes below describe the various allocations.

5. Contract Down Payment. At the time a Purchase Agreement is executed, Purchaser is required to make an initial Down Payment in an amount equal to 10% of the Purchase Price and an additional Down Payment equal to 10% of the Purchase Price upon the earlier to occur of (i) 6 months after Purchaser executes the Purchase Agreement or (ii) within 15 days of the Presentation Date of the amendment declaring the Plan effective. A Purchaser executing a Purchase Agreement on or after the date the Plan is declared effective is required to make the full Down Payment in an amount equal to 20% of the Purchase Price.

6. Default by Purchaser; Time of the Essence. Purchasers will be given at least thirty (30) days written notice of the date, time and place of closing and for the payment of the balance of the Purchase Price. In the event a Purchaser fails to pay the Additional Down Payment when due, or fails to pay the balance of the Purchase Price when due and/or otherwise defaults under the Purchase Agreement, Sponsor may elect to cancel the Purchase Agreement by thirty (30) days written notice to Purchaser. If Sponsor elects to cancel the Purchase Agreement, Purchaser shall have said thirty (30) days from the giving of such cancellation notice to cure the specified default. **TIME IS OF THE ESSENCE TO REMEDY SUCH DEFAULT WITHIN SAID THIRTY DAY PERIOD** (see "Procedure to Purchase" for these and other consequences of a Purchaser's default.) If a Purchaser fails for any reason to close title on the Scheduled Closing Date other than due to Sponsor's failure or inability to close, and Sponsor elects not to cancel the Purchase Agreement as a result of the same, (i) the apportionments to be made at the closing will be made as of midnight of the day preceding the Scheduled Closing Date, and not as of midnight of the day preceding the Actual Closing Date, and (b) Purchaser shall be required to pay to Sponsor an amount equal to 0.033% of the Purchase Price for each day (which is equivalent to a rate of 12.045% per annum) commencing with the Scheduled Closing Date through the day before the Actual Closing Date. If Purchaser fails to cure his default and Sponsor elects to cancel the Purchase Agreement, Sponsor shall retain, as liquidated damages, the full Down Payment (initial and additional), together with interest earned thereon and any amount spent by

Sponsor for special work requested by Purchaser. The Sponsor may also bring an action against Purchaser to collect the Additional Down Payment if it has not been paid. In addition, if Purchaser has not paid the Additional Down Payment after same is due for any reason, and if the Purchaser subsequently fails to pay the balance of the Purchase Price, Sponsor shall keep the Initial Down Payment and may bring an action against Purchaser for the Additional Down Payment that had not been paid. An amount equal to 20% of the Purchase Price shall constitute Sponsor's liquidated damages and the Sponsor may thereafter sell the Unit to a different Purchaser. Sponsor shall be reimbursed for its reasonable legal fees and costs in pursuing collection of the Additional Down Payment, whether or not an action is commenced.

7. Specific Performance. Following an Event of Default by Purchaser, the Purchase Agreement provides that if Purchaser has taken occupancy of the Unit pursuant to an interim lease, the Sponsor may elect to bring an action against the Purchaser for specific performance in which event the Purchaser could be compelled to complete the transaction and pay the Balance of the Purchase Price from Purchaser's own funds. In addition, if Purchaser has not paid the Additional Down Payment after same is due for any reason, Seller shall keep the Initial Down Payment pursuant to a cancellation of this Agreement and may also bring an action against Purchaser for the Additional Down Payment that had not been paid. If Seller elects to seek specific performance pursuant to those provisions of the Purchase Agreement, the Sponsor may nevertheless, at any time thereafter, exercise the right to instead cancel the Purchase Agreement as provided therein.

8. Payments for Upgrades. Payments for upgrades, extras or custom work ordered by Purchasers and agreed to in writing by Sponsor will initially be placed in the Master Escrow Account. However, Purchasers should note that such funds may be released from the Master Escrow Account by Escrow Agent to Sponsor to pay, or reimburse Sponsor, for such upgrades, extras or custom work, and when so released shall no longer be part of the Down Payment. As a result, in the event Purchaser is entitled to rescind a Purchase Agreement, Purchaser will not receive a refund of any funds applied for upgrades, extras or custom work, unless the rescission right results from the failure or inability of the Sponsor to close title to the Unit as provided in the Plan and Purchase Agreement. (See the subsection "Escrow and Trust Fund Requirements" within the "Procedure to Purchase" section for details.)

9. FDIC Insurance. Down Payments placed in the escrow account will be federally insured by the FDIC to the maximum amount of $250,000 per deposit (the FDIC limit in effect as of the filing date hereof). Any deposit in excess of $250,000 (or the FDIC limit in effect from time to time) will not be insured. Purchasers are also advised that if a Purchaser has any additional accounts at the bank, the funds in said accounts will be added together with the deposit held in escrow and the aggregate of all the funds held by the bank will only be insured up to the $250,000 FDIC maximum coverage.

10. No Financing Contingency. The Purchase Agreement for the Units offered hereby is not contingent upon the Purchaser obtaining financing. If a Purchaser is unable to obtain bank financing or is unable to close, for any reason pursuant to an issued bank commitment, Purchaser will lose their Down Payment unless Purchaser can otherwise pay the balance of the Purchase Price.

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

12. Contributions by Purchaser at Closing. At the closing of title to each Unit, the Purchaser of the Unit will be required to contribute a sum equal to a total of two (2) months' Common Charges: one (1) month's Common Charges to the Condominium as a Reserve Fund for capital expenditures and one (1) month's Common Charges to the Condominium for its Working Capital. See the "Rights and Obligations of the Unit Owners and the Condominium Board" section of the Plan. No other reserve fund for capital expenditures has been or will be established for the Condominium by the Sponsor. The contingency fund reflected in Schedule B is not intended and may not be sufficient to meet the cost of any major capital repairs or replacements which may be required.

The Sponsor does not represent whether the contributions to the Reserve Fund described above will be sufficient to cover the cost of capital replacements within five years after the First Closing. If funds are required to meet such costs, it may be necessary to increase monthly Common Charges or impose a special assessment.

13. Power of Attorney. Each Purchaser will be obligated to enter into a power of attorney at the closing of title to the Unit (the "Power of Attorney"). The form of Power of Attorney, set forth in Part II of the Plan, grants broad powers to the Condominium Board to enter into agreements affecting the Common Elements. The Power of Attorney also grants to Sponsor certain rights, including the right to amend the Condominium Declaration with respect to Unsold Units and the Commercial Unit. Purchaser's failure to duly complete and sign before a notary public and deliver at closing the power of attorney will constitute an event of default under the Purchase Agreement, in which case Sponsor may, at its option, cancel such Purchase Agreement and retain the Down Payment made by Purchaser, together with any interest earned thereon, as liquidated damages. Please refer to the form of Power of Attorney set forth in its entirety in Part II of the Plan.

14. Projected Real Estate Taxes. The estimate of the real estate taxes for the first year of Condominium operations, based on an opinion prepared by Marcus & Pollack LLP included as the "Real Estate Tax Opinion of Sponsor's Counsel" section of this Plan, is based in part on the assumption that the project will be 80% completed on the January 5, 2019 taxable status date governing the City's 2019 - 2020 assessment roll. Accordingly, the estimated real estate taxes payable for the Units for the first year of Condominium operations are projected to be approximately 88% of what the real estate taxes will be for the City's 2020 - 2021 tax year. **SPONSOR MAKES NO REPRESENTATION THAT THE ASSESSED VALUE OF THE PROPERTY, THE ESTIMATED ALLOCATIONS OR THE TAX RATE WILL NOT BE CHANGED. SPONSOR MAKES NO REPRESENTATIONS REGARDING THE METHODOLOGY WHICH THE TAXING AUTHORITIES WILL USE IN FUTURE TAX YEARS.**

15. Certificate of Occupancy. Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a final certificate of occupancy ("FCO") covering the entire building but with only a temporary certificate of occupancy ("TCO"), and sometimes with several successive TCO's. Certificates of occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCO's and FCO's are issued by the New York City Department of Buildings ("DOB"). A TCO is intended to indicate that the property is safe for occupancy, but means that not all of the construction or renovation work and/or inspections have been performed, or that not all of the required documents have been submitted to DOB. All TCO's have an expiration date. A TCO typically expires ninety (90) days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units.

In New York City, it is common for sponsors to commence unit closings when some or all units are covered by a TCO rather than a FCO. Sponsor anticipates this scenario may occur. Prospective Purchasers

are advised that FCO's are required for permanent use of the Building, and that a TCO may be renewed only for a total of two (2) years from the first date of issuance. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof, and ultimately for obtaining a FCO covering the entire building within two (2) years from the date of the issuance of the first TCO. Sponsor and its principals project, but cannot assure, that a FCO for the Building will be obtained within two (2) years after the First Closing, and Sponsor and its principals make no representation or guarantee that DOB will issue the FCO within such two (2) year period. **NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE FCO FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE FCO WITHIN SUCH TWO (2) YEARS PERIOD WHILE KEEPING THE TCO CURRENT**. Unit Owners and the Condominium Board shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings.

Purchasers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have a FCO. A Fact Sheet on Certificates of Occupancy is available on the DOB website at: **http://www.nyc.gov/html/dob/downloads/pdf/co_factsheet.pdf**. Furthermore, because Sponsor and the By-Laws of the Condominium may permit Unit Owners to undertake renovations to individual Units prior to the procurement of a FCO, such renovations may cause additional delays in the issuance thereof, including a delay beyond two (2) years from the date of the issuance of the first TCO. Notwithstanding the foregoing, Sponsor is obligated to procure the FCO. Additionally, Purchasers are advised that since open building permits for Units Owners' alterations to their Units may impact the ability to obtain the FCO, Sponsor or the Condominium Board may therefore, in order to obtain a FCO, or for any other reason, implement a moratorium on Unit alterations.

Sponsor will apply for a TCO from DOB prior to the First Closing and will also apply for a FCO after substantial completion of Sponsor's construction and renovation work at the Building, potentially on a phase by phase, floor by floor, or area by area basis as determined acceptable by DOB. Sponsor, however, makes no warranty, representation or guaranty as to the date of the issuance of the temporary Certificate of Occupancy or the date of substantial completion due to Unavoidable Delays or that the Department of Buildings will issue a FCO within two (2) years after issuance of the first temporary Certificate of Occupancy.

See the Section entitled "Rights and Obligations of Sponsor" for further discussion.

16. First Closing. The Sponsor anticipates that the First Closing of a Unit will occur by December 1, 2019. If the First Closing does not occur by December 1, 2020, which is the date twelve (12) months after such date (or such other date projected as the date of commencement of the operation at the time the Purchase Agreement was entered into) Sponsor will offer those affected Purchasers only the right to rescind their Purchase Agreements. However, if the First Unit closing occurs on or before December 1, 2020 (or such other date projected as the date of commencement of the operation at the time the Purchase Agreement was entered into), the Sponsor is not obligated to schedule any other Purchaser's closing within any specified time frame or to ensure that closing of title to any other purchaser's Unit will occur by any date certain, and the Sponsor may schedule the closing of title to other Units significantly later than such date. In such case, Purchaser will not be entitled to a right of rescission. In addition, Purchaser will not be excused from paying the full purchase price for the Unit, nor will Purchaser be entitled to make claims against the Sponsor for damages or losses as a result of such delays other than a claim that the Sponsor is not diligently pursuing completion of construction and the issuance of a certificate of occupancy as stated in this Plan or is otherwise not in compliance with its obligations under the Plan. Unless a Purchaser's Purchase Agreement contains an outside closing date, the Sponsor is not obligated to schedule a Purchaser's closing within any specified time frame or to ensure that closing of title to any Unit will occur by any date certain.

PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.

See the Section entitled "Procedure to Purchase" for further discussion.

17. Property is Part of Merged Zoning Lot. There is an inherent risk for the owner of any property that is part of a merged zoning lot with a separately owned parcel that applications to and filings with the NYC Department of Buildings and other agencies may be complicated or delayed as a result of applications or filings by the owner of the adjacent property.

18. Obligation to Close Accessory Parking Space Lease and Storage Locker License Purchase. Sponsor is advised that a temporary certificate of occupancy (TCO) is not required for the sale of use rights with respect to the Accessory Parking Space Lease or the Storage Locker Licenses. Purchasers may be required to consummate their purchase of the Accessory Parking Space Lease or a Storage Locker License simultaneously with their Unit's closing even though a temporary certificate of occupancy has not been issued (and access may not be available) for the areas of the Building designated for the Accessory Parking Space or Storage Lockers. But in the event the TCO for the section of the Building in which the Accessory Parking Space or a Storage Locker is located is not available at the time of closing, Sponsor will direct the Escrow Agent to hold and maintain the portion of the purchase price paid on account of such Accessory Parking Space Lease or Storage Locker License pursuant to such purchaser's Purchase Agreement in the special escrow account required by GBL Section 352-e(2-b), with such amount to be released to the Sponsor by the Escrow Agent, on demand by the Sponsor, when the TCO for such section of the Building is issued and access is made available. In addition, the monthly rent or license fee, however, will not be payable to the Condominium Board until such access and use is permitted. (See the Section of the Plan entitled "Rights and Obligations of Sponsor".)

19. Restriction on Ownership of Accessible Parking Space and Storage Lockers. In no event may a Unit Owner retain use or rights to the Accessible Parking Space or to a Storage Locker after conveyance or transfer of such Unit Owner's Unit. There is no certainty that when a Unit Owner sells his or her Unit there will be another Unit Owner who may want to purchase the Accessible Parking Space Lease or the Storage Locker License if the Unit Owner's purchaser is not interested in purchasing it. In the event a Unit Owner conveys his Unit and does not assign the Accessible Parking Space Lease or Storage Locker License Agreement either to the purchaser of his Unit or to another Unit Owner on or prior to the date of conveyance of the Unit, the rights to the Accessible Parking Space or to the Storage Locker in question will devolve to the Condominium Board, in which event the selling Unit Owner shall have no interest in any consideration from any sale or use of such Accessible Parking Space Lease or Storage Locker License.

20. Configuration of Storage Lockers. Sponsor has reserved the right to change the size, configuration, number and allocation of Storage Lockers by, among other things, reconfiguring the Storage Lockers. Sponsor may make such changes even with respect to a Unit as to which a binding Agreement which includes a Storage Locker has been entered into and remains in effect and without the consent of the Purchaser thereof provided that there is a Storage Locker designated for use by the purchaser of such Unit and that the size of the newly re-configured or designated Storage Locker allocated to such Unit is not reduced by more than 25%. After the closing of the respective Units, the allocation and use of the Storage Lockers will be subject to the provisions of the License Agreements between the respective Unit Owners and the Condominium Board.

21. Inconveniences During Construction. Although Sponsor anticipates that many of the services and facilities described in the Plan will be available at the time of the First Closing, prospective Purchasers are advised that some of these services and facilities, specifically full staff of building personnel,

the Amenity Facilities (including the pool, gymnasium and bicycle storage room in the cellar and the open recreational outdoor terrace space on the 2nd floor) and the Storage Lockers, may not be available until after the First Closing. At all times after the First Closing, the Condominium will employ a full time superintendent, the lobby will be attended twenty-four (24) hours a day, seven (7) days a week, and there will be at least one (1) elevator servicing every floor on which there are occupied Units. The interim level of staffing (lobby attendants, concierges and porters) will at all times during this period be commensurate with the levels of occupancy from time to time and adequate to properly maintain the Building, and the Sponsor will cause the Condominium to employ the full staff of building personnel as set forth in the Schedule B Budget for the First Year of Condominium Operations within two (2) years after the First Closing. Sponsor projects, but cannot assure, that the Amenity Facilities and Storage Lockers will be available within two (2) years after the First Closing. While Sponsor makes no representation or guarantee that the Amenity Facilities and Storage Lockers will be available within such two (2) year period, Sponsor is obligated to complete the work to make the Amenity Facilities and Storage Lockers available and shall exercise its best efforts to complete that work within such two (2) year period. Unit Owners and the Condominium Board shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings. Purchasers are also advised that during such period and beyond, various systems, including, but not limited to, water supply, air conditioning, heating, cooling, ventilating and elevators, may be incomplete and may be disrupted temporarily and from time to time.

Construction is a complicated process requiring the coordination of numerous tasks, contractors, suppliers and the balancing of complex mechanical and architectural systems. No assurance can be given with regard to the accuracy of any projected completion dates set forth herein. During the first years of Condominium operations, construction workers and related personnel will be at the Property from time to time completing construction of the Building, making adjustments and corrections and performing various tasks related to the completion of construction. During this period, various building systems, including but not limited to water supply, air conditioning, heating, cooling, ventilating and elevators, may need to be shut down temporarily. Sponsor and its designees will have the right to and may utilize elevators and other building systems and may install and retain scaffolding and other equipment on and in the Building to complete construction of the Building. Sponsor may not fully complete the decoration of portions of the Building, including, without limitation, the lobbies or corridors in the Building, the installation of light fixtures, the hanging of wall coverings or laying carpeting, until a particular section of the Building is complete or a particular floor is fully occupied by Unit Owners. The Condominium Board may refuse to permit a Unit Owner to perform alterations in a Unit until such time as the Building has been completed and a certificate of occupancy has been obtained therefor. Certain services, such as telecommunications, and other similar services may be provided by outside suppliers and delays in providing these services will not be the responsibility of the Sponsor. Such suppliers may not provide these services until occupancy in the Building has reached certain levels. Portions of the Building, such as the Amenity Facilities, may be completed after some or all of the Units and the fact that such portions of the Building have not been completed or are not available for use by Unit Owners is not a basis for a Unit Owner to refuse to close title to zthe Unit. In addition, the presence of hoists or construction elevator shafts or similar temporary construction facilities, may delay the closing of title to certain Units or lines of Units until such hoists, elevators or temporary facilities are no longer needed and are removed. During the period when Sponsor is completing construction of the Building, moves into the Building may be restricted to certain periods when the elevators and other access to the Building are not being utilized by the construction trades. The first Temporary Certificate of Occupancy will issue for some but not all of the Units and Sponsor may complete construction of certain Units before others. Accordingly, Purchasers should be aware that they may be required to close title to their Units while construction in other Units is continuing, possibly, for extended periods of time, and that noise, dust and other objectionable conditions inherent in a construction site may inconvenience Unit Owners after they have taken occupancy of their Units. Please refer to the Section of the Plan entitled “Description of Property” in Part I of the Plan for further details.

22. Dimensions Approximate. The dimensions shown on the floor plans in Part II of the Plan are subject to construction variances within reasonable tolerances. Plans and dimensions may also contain minor variations from floor to floor. Since the Units are measured from the exterior side of the Building Walls enclosing the Unit, or from the midpoint of the interior party walls, separating the Unit from another Unit, or from the public side or mechanical space side of the interior Party Walls separating the Unit from a public corridor or stair, or an elevator shaft, mechanical equipment spaces or any other Common Element, the square footages substantially exceed the usable floor area of the Units. Each Garage Parking Space Unit shall consist of the area contained within the painted lines of each Garage Parking Space Unit. Please refer to Schedule A and the "Footnotes to Schedule A" Section of the Plan for further details.

23. Lot Line Windows. There will be lot-line windows in some locations in the Building. On the southerly side of the Building, two windows in the living rooms of Units PH-C, PH-E and PH-F will be on the lot line between the Property and 298 Mulberry Street. On the easterly side of the Building, one window in the master bedroom in Unit PH-A, one window in the northeasterly bedroom on the lower level of Unit PH-D and one window in the southeasterly bedroom in Unit PH-D are on the lot line between the Property and 36 Bleecker Street. None of these lot line windows are required to satisfy the "light and air requirements" under the NYC Building Code as such requirements are satisfied by other windows in such Units. All lot line windows will be fire rated windows. A light and air easement with the owner of 298 Mulberry Street prohibits the enlargement of that adjacent building. The Condominium By-Laws provide that in the event that an adjacent building is enlarged, the Condominium Board will be responsible to seal the window openings in the façade blocked by the enlargement with construction in compliance with the Building Code and all other applicable laws, ordinances, codes, rules and regulations of governmental or other authorities having jurisdiction. The Condominium shall also insulate and seal the openings inside any affected Units. It will be the responsibility of any affected Unit Owners to refinish the interiors of their Unit. Please refer to the Section entitled "Description of Property and Improvements" and the report set forth in Description of Property and Specifications for further discussion.

24. Possible Future Development. Although there is no development planned for the existing apartment building at 298 Mulberry Street, adjacent to the Property to the south, the "Description of Property and Improvements section of the Plan discloses that certain zoning lot development and other agreements are and will be in place between the Property and that adjoining property with respect to certain unused development rights and light and air and other easement agreements that protect the light and air of Units in the Property but which could affect the views from certain Units in the future if such unused development rights are used to expand the size of the building on the adjoining property.

25. No Warranty. Sponsor shall not be obligated to correct, repair or replace any defects relating to construction of the Units or the Common Elements or in the installation or operation of any appliances, fixtures, or equipment therein, except as expressly provided in this Plan. Sponsor will not warrant the materials or workmanship of any Unit or any of the Common Elements. **THE HOUSING MERCHANT IMPLIED WARRANTY LAW (GENERAL BUSINESS LAW ARTICLE 36-B) IS NOT APPLICABLE TO THIS OFFERING**. Notwithstanding the foregoing, Sponsor is obligated to complete its construction and renovation work at the Building substantially in accordance with the provisions of this Plan, all applicable Legal Requirements (as herein defined), and the Description of Property and Specifications which is in Part II of the Plan. Any conflict between the disclaimer in this Special Risk and Sponsor's obligations described therein shall be resolved in favor of the latter.

In no event will Sponsor be responsible for any condition resulting from (i) normal wear and tear or natural deterioration or from the normal movement, settlement and/or shrinkage of the Building and/or building materials; (ii) defects of a non-material nature, such as, without limitation, partial or total loss of any trees, shrubs, bushes or other landscape improvements, nail pops, protruding dry wall fastenings, ridging

on gypsum board, lumber and wood trim shrinkage or warpage, door or window sticking, door warpage including, without limitation, warpage of the main entrance door within reasonable tolerances of doors of similar size and weight, scratches in plastic laminate, vitreous china, natural stone, wood, stainless steel or porcelain surfaces; bathroom finish grouting; adjustment of doors; walls not square and/or straight; electrical plates not straight; discoloration or shrinkage; slight separation between base and floors; (iii) normal settlement and deflection or any consequential damage resulting therefrom including, without limitation, failures of roof membranes, or concrete cracks which do not reduce the structural integrity of the Building; (iv) minor, non-material deviations in the level or straightness of ceilings, and imperfections in ceilings finishes; (v) minor, non-material imperfections in painting finishes; (vi) minor, non-material deviations in the level or straightness of a floor or failure of finished floors and walls to be straight or on plane or at less than 90° from each other; (vii) minor, non-material alignment of bathroom finishes and variation in grouting thickness; (viii) air infiltration and water infiltration from windows, private garden terrace or balcony doors, vents electrical outlets and similar openings in the wall, in accordance with professional standards (ix) noise from normal plumbing, heating, ventilating and air conditioning operation; (x) normal floor noises and creaking; (xi) carpet or floor discoloring or stretching; (xii) scratches and imperfections or variations in width, length, thickness, finish or color range of wood floor strips or other flooring or floor finishes, also normal shrinkage or expansion of wood flooring due to changes in moisture content of wood, or due to homeowner's failure to maintain consistent temperature; (xiii) repair of chips, scratches, mars, breaks dents, cracks or other defects in: exterior stone; windows glass, frames and hardware; insulation attached to the curtain wall; sliding glass doors, frames, door glass and hardware; louvers; shower doors; lighting fixtures, lenses, baffles and globes; all painted surfaces; all sinks, tubs, basins, water closets; kitchen cabinets, back splashes and counter tops; vanity tops and cabinets; all tile or natural stone floors and walls; saddles; all appliances: woodwork, millwork and doors; mirrors and after the Unit Closing, paint touch-ups, repair of dented appliances, or replacement of light bulbs; (xiv) cracks or variations in tone or color of natural stone or variations in tone or color of vanity tops or any other natural stone surfaces; (xv) leaching or color variation in color mortar and colored brick, and dimensional variations in brick joints, and mortar droppings on bricks; (xvi) ponding and/or controlled drainage on the roof surface; (xvii) cracks in pressure-treated lumber used or intended for use outside the Building; (xviii) cracks or discoloration in concrete used in cellar walls and paving; (xix) discoloration to hardware and plumbing finishes; (xx) stains, runs, lumps, shags or imperfections in weave in fabric panels; (xxi) scratched, dirty or cracked lenses in light fixtures; or (xxii) yard, garden, terrace or roof terrace tiles or other materials not laid flat, or color variation in tiles or mortar, or stained tiles or other such materials; (xxiii) subsequent to the Unit Closing, paint touch-ups, repairs of dented appliances or replacement of fluorescent light ballasts, or (xxiv) salting or color variation in exterior colored mortar and deep colored brick. Sponsor will be obligated to repair only abnormally chipped stone, formica and porcelain surfaces, which repair will be made by filling the stone or formica or refinishing the porcelain, but Sponsor will not be obligated to replace such stone, formica or porcelain surfaces. **THE ITEMS AND CONDITIONS DESCRIBED IN THIS PARAGRAPH ARE NOT DEFECTS AND MAY BE FOUND IN ANY NEWLY CONSTRUCTED BUILDING. PURCHASERS WHO PURCHASE A UNIT IN THE BUILDING OR IN ANY OTHER NEWLY CONSTRUCTED BUILDING MAY EXPERIENCE SOME OR ALL OF THESE ITEMS AND CONDITIONS IN THEIR UNIT, THE COMMON ELEMENTS OR ELSEWHERE IN THE BUILDING. SPONSOR HAS NO OBLIGATION TO CORRECT OR REPAIR ANY OF THESE ITEMS AND CONDITIONS AND WILL NOT BE LIABLE TO ANY PURCHASER OR THE BOARD THEREFOR. IF PURCHASERS OR THE CONDOMINIUM BOARD DESIRES TO CORRECT OR REPAIR ANY OF THESE ITEMS OR CONDITIONS, TO THE EXTENT THEY CAN BE CORRECTED OR REPAIRED, THEY WILL HAVE TO PROCEED AT THEIR SOLE COST AND EXPENSE BY THEMSELVES AND/OR UNDER ANY WARRANTIES OR UNDERTAKINGS ASSIGNED TO THEM BY SPONSOR.**

See the Section entitled "Rights and Obligations of Sponsor" in Part I of the Plan for further

discussion.

26. Certification of Sponsor's Principals Executed Solely for Martin Act Purposes. As required by the applicable regulations, Sponsor and principals of Sponsor have executed a certification of this Plan, which appears in Part II hereof. Consistent with a recent First Department decision, the principals of Sponsor expressly disclaim the existence of any private right of action for contract claims by individual Unit Owners (or the Condominium on their behalf) in connection with or arising solely by reason of such principals' execution of the Certification of Sponsor and Principals, absent liability pursuant to another statute or the successful assertion of a claim to "pierce the corporate veil." See Board of Managers of 184 Thompson Street Condominium v. 184 Thompson Street Owner LLC, et al., 106 A.D. 3rd 542 (1st Dep't. May 16, 2013). See the Section entitled "Rights and Obligations of Sponsor."

27. No Bond. No bond or other security has been furnished to secure Sponsor's obligations. Although at the time the Offering Plan is accepted for filing the Sponsor has represented that it has the financial resources to perform its obligations under this Offering Plan, the ability of Sponsor to perform its obligations will depend upon its financial condition at the time it is called upon to perform.

28. No Advertising. Prior to the closing of title to a Unit, the Purchase Agreement prohibits a contract vendee from listing the Unit for resale or rental with any broker, or from advertising or otherwise offering, promoting or publicizing the availability of the Unit for sale or lease, without Sponsor's prior written consent, which may be granted or withheld by Sponsor in its sole discretion for any reason or for no reason. See the "Assignment of Purchase Agreement" and the "Procedure to Purchase" sections of the Plan.

29. Offering Exempt from ILSA Registration/Requirements. The provisions of the Interstate Land Sales Full Disclosure Act ("ILSA") 15 U.S.C.A. §1701 et seq. are not applicable to this offering, both because the Act, as amended, does not apply to residential condominium unit sales occurring after March 25, 2015, and due to the fact that the offering contains less than one hundred (100) lots.

30. Tenant Protection Plan. As required under Section 28-104.8.4 of the New York City Building Code ("New Code" as enacted 2008), since the Building is expected to be occupied by tenants and/or Unit Owners prior to the time when a permanent Certificate of Occupancy can be obtained, a tenant protection plan will be distributed to each occupant who will be occupying any dwelling units of the Building during construction. A copy of the proposed Tenant Protection Plan is included in Part II of the Plan. The Tenant Protection Plan that will be adopted and put into effect at the time of occupancy of Units may vary depending on the nature and scope of the work at the time of occupancy as determined by the Sponsor and its contractors and professionals in their professional judgment, and will be distributed to each occupant who will be occupying any dwelling units of the Building during construction.

31. Special Risks. The foregoing Special Risks are reasonably believed by Sponsor to involve significant risks to purchasers or be reasonably likely to affect disproportionately or unusually the Common Charges or Obligations of Unit Owners in future years of Condominium operation. However, the foregoing does not reflect all of the material terms of the offering, which are set forth in detail in the Plan, certain of which may all be deemed by some Purchasers and not others to involve significant risks. Therefore all Purchasers should carefully review the entire Plan for complete disclosure of the terms before deciding whether or not to purchase a Unit.

40

BLEECKER

Noho

40 BLEECKER STREET
NEW YORK, NY 10012

PLAN OF CONDOMINIUM OWNERSHIP

INTRODUCTION

The Plan

The purpose of the Plan is to set forth all the material terms of the offer. The Plan may be amended from time to time when an amendment is filed with the New York State Department of Law. Amendments will be served on all offerees as defined below. The condominium is subject to and complies with the New York Condominium Act.

The Sponsor of this plan is 304 Mulberry Street Operating Company, L.L.C., a Delaware limited liability company ("Sponsor"). The Sponsor acquired the property by deed dated as of December 19, 2014, recorded on January 2, 2015 at CRFN 2015000001924 made by Columbia 304 Mulberry, LLC, which sold the property to Sponsor, the current title holder to the property.

Sponsor retains the unconditional right to rent rather than sell Units after the Plan has been consummated that are or become available. Sponsor does not represent that it will endeavor in good faith to sell units rather than rent as units become vacant. The Plan can be declared effective based on sales of 15 per cent of the units to bona fide purchasers for their own occupancy, and even if the Plan is declared effective with a minimum number of sales, it is possible that the Sponsor may be able to close Units with fewer than the minimum number of sales, if Purchasers counted towards effectiveness do not ultimately purchase a Unit. Accordingly, Purchasers may be living in a mixed rental/owner-occupied building for an indeterminate period of time. The by-laws do not include a provision that a majority of the board of managers must be owner-occupants or members of an owner-occupant's household who are unrelated to the sponsor and its principals, after the end of an initial sponsor control period. Rather, as provided in Section 2.1 of the By-Laws, except for members designated or elected by Sponsor or its designees, all members of the Condominium Board shall be either: (i) individual Unit Owners; (ii) individual Permitted Mortgagees; (iii) officers, directors, shareholders, partners, principals, employees, or beneficiaries of corporations, partnerships, fiduciaries, or any other entities that are Unit Owners or Permitted Mortgagees; or (iv) adult Family Members of any of the foregoing. Since the by-laws permit individuals other than owner-occupants to be nominated or elected to the Condominium Board, owner-occupants may not control the Board or operation of the property during such transition or ever. Owner-occupants and non-resident owners, including the Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing, i.e., purchase as a home as opposed to as an investment.

The Offer

The Building contains sixty-one (61) residential apartments, commercial/retail space on the first floor, twelve (12) parking spaces in the garage located at the cellar level and forty (40) storage lockers at the

cellar level. Sponsor hereby offers sixty-one (61) Residential Units, eleven (11) Garage Parking Space Units, one (1) Accessible Parking Space Lease and forty (40) Storage Locker Licenses for sale under this Plan. The purchase prices and estimated Common Charges, real estate taxes and applicable rent or license fees for each of these Residential Units, Garage Parking Space Units, Accessible Parking Space Lease and Storage Locker Licenses are listed below in Schedule A - "Offering Prices and Related Information."

As provided for in the Schedule B Budget the Condominium will employ a full time superintendent from and after the First Unit Closing in compliance with all applicable laws. At or subsequent to the First Unit Closing, Sponsor will sell one Residential Unit, presently intended to be Residential Unit 2C, to the Condominium Board, which will own such Unit on behalf of all Unit Owners and will use the same for the residence of the Superintendent (the "Superintendent's Unit".) The Superintendent will occupy the apartment rent-free. The Sponsor will contribute the Superintendent's Unit to the Condominium for a nominal price that is substantially below the market value of the Unit as described herein.

The purchase price for the Superintendent's Unit will be equal to the aggregate monthly common charges payable for all Residential Units, Garage Parking Space Units and the Commercial Unit, but not the Superintendent's Unit itself, in effect on the date of the First Closing. Accordingly, based on the currently projected common charges and assuming that Unit 2C is selected as the Superintendent's Unit, the purchase price payable by the Condominium Board on behalf of all Unit Owners will be **$140,544.87**. This nominal purchase price is substantially below the market value of the Superintendent's Unit; if Unit 2C is selected to be the Superintendent's Unit, the price reflects approximately 5.0% of what the purchase price for that Unit would have been if calculated in a comparable manner to the other Units. In addition, the Sponsor will pay, from that purchase price, the transfer taxes, legal fees, title insurance and other closing costs for the Superintendent's Unit, but on the sale of the Superintendent's Unit there will be no contribution to the Working Capital Fund or Reserve Fund or to the purchase price for the Superintendent's Unit.

As more fully described in the "Unit Closing Costs and Adjustments" section of the Plan, at the time of title closing, each Purchaser of a Unit will pay to the Sponsor as part of the Purchaser's closing costs on behalf of the Condominium Board toward the purchase price for the Superintendent's Unit **one (1) month's Common Charges** in effect as of the date of the First Closing. Although the closing of title to the Superintendent's Unit may not occur until after a Purchaser has closed on his or her Unit, each Purchaser of a Unit will pay a proportionate share of the cost to purchase the superintendent's unit at such Purchaser's closing. If the Commercial Unit is not sold prior to the date of conveyance of the Superintendent's Unit to the Condominium Board, the Sponsor will make the portion of the purchase price attributable to the Commercial Unit on the date of conveyance of the Superintendent's Unit.

The taxing authorities are likely to require that each Purchaser's allocable portion of the cost of the Superintendent's Unit be included in the total consideration deemed to have been paid by such Purchaser to Sponsor; and, at Closing, Purchaser will pay the incremental additional transfer taxes attributable to such additional consideration. Please see the Section of the Plan entitled "Unit Closing Costs and Adjustments."

Prior to the conveyance of the Superintendent's Unit, Sponsor reserves the right, in its sole discretion, to designate a different Unit as the Superintendent's Unit. Such new designation and sale shall only be made pursuant to an amendment to the Plan.. The purchase price payable by the Condominium Board shall be recalculated to be equal to the aggregate monthly common charges payable for all Residential Units, Garage Parking Space Units and the Commercial Unit, but not the Superintendent's Unit itself, in effect on the date of the First Closing, and the contribution by each Purchaser as part of his closing costs will remain unchanged.

The date on which the Superintendent's Unit will be conveyed by the Sponsor to the Condominium

Board shall be selected by the Sponsor in its sole discretion, but no later than the earlier to occur of one (1) year after the First Closing or 30 days after all of the Residential Units and Garage Parking Space Units have been closed. If the conveyance takes place prior to the date on which all of the Residential Units and Garage Parking Space Units have been closed, then the full purchase price therefor will not have been paid to the Sponsor at such time, in which case the portion of the purchase price not collected as of such time will be payable by a promissory note from the Condominium Board to Sponsor (the "RMU Note".) The RMU Note will be non-interest bearing. The principal balance of the RMU Note will be reduced each time Sponsor conveys a Residential Unit or Garage Parking Space Unit and collects from the Purchaser of such Unit, such Purchaser's proportionate share of Superintendent's Unit purchase price. The term of the RMU Note will expire when the full balance due under the RMU Note has been paid to Sponsor.

There is no guarantee that the Superintendent will be residing at the Property at the time of closing of any particular Unit although all legal requirements with respect thereto will be complied with by the Condominium. From the time that the Superintendent is residing at the Property, if prior to the conveyance of the Superintendent's Unit to the Condominium,. Sponsor will lease a Unit to the Board for use as the Superintendent's residence until such conveyance takes place.

Unit Owners will pay, as part of their Common Charges, all expenses of the Superintendent's Unit, including but not limited to the common charges, real estate taxes, utilities and expenses to maintain, repair, alter and improve the Superintendent's Unit. The Condominium Board, on behalf of all Unit Owners, shall pay such costs of ownership directly from and after the closing of title to such Superintendent's Unit and as rent to the Sponsor from the date of the First Closing until the conveyance date of the Superintendent's Unit. See Note 11 to Schedule B - Projected Budget for First Year of Condominium Operation.

In compliance with New York State Multiple Dwelling Law (MDL) §60, other applicable laws, which contain some restrictions as to use other than by Unit Owners and permitted occupants of the Units and as to sale and leasing, and to the provisions of the Condominium Documents, the Garage Parking Space Units and Accessible Parking Space Lease may be sold only to Residential Unit Owners, may only be leased for use by occupants of the building and may not be leased for short-term or transient tenancy; for purposes of Garage Parking Space Units, the term "short-term" shall mean a term of less than one (1) month.

The Accessible Parking Space is designated as the ADA-van accessible parking space available for use by persons with disabilities in compliance with DOB 2008 Code BC1106.2.1 and therefore is subject to further requirements. If no person with physical disabilities resides in the unit as to which the Accessible Parking Space Lease is appurtenant, in order to comply with DOB 2008 Code BC1106.2.1, or any other applicable laws mandating the use or availability of the Parking Space by persons with disabilities, the Unit Owner who is the tenant under the Accessible Parking Space Lease (the "Accessible Parking Space Tenant") must make the Accessible Parking Space available for use by a resident who is a person with physical disabilities no later than the end of the month following the month in which a request for use of the Accessible Parking Space is made, subject to whatever rights the Accessible Parking Space Tenant may have under applicable law to require compensation from the requesting Unit Owner.

The forty (40) Storage Locker Licenses located in the cellar level storage room may be sold only to Unit Owners and may be used only by occupants of the Unit to which such Storage Locker License is appurtenant and only for storage of personal effects of the owners or tenants thereof.

Sponsor reserves the right in its sole discretion to offer a Garage Parking Space Unit, Accessible Parking Space Lease or Storage Locker License to a Purchaser, and to include the purchase of a Garage Parking Space Unit, Accessible Parking Space Lease or Storage Locker License in the Purchase Agreement of a Purchaser who requests it, as it determines in Sponsor's sole discretion. Sponsor reserves the right to

limit the number of Garage Parking Space Units or Storage Locker Licenses sold to any one Purchaser or to make bulk sales, as it determines in its sole discretion. Garage Parking Space Units, the Accessible Parking Space Lease and Storage Locker Licenses will only be sold by Sponsor to Purchasers of Residential Units.

The rights and obligations of a Unit Owner with respect to a Garage Parking Space Unit, the Accessible Parking Space Lease and Storage Locker Licenses are more fully discussed in the "Garage Parking Spaces and Storage Lockers" section of the Plan.

There will be one (1) Commercial Unit. The Commercial Unit will consist of the space on the first floor other than the residential lobby, mail room, elevator area and storage and related facilities accessory to the residential use, with frontage on Mulberry Street and Bleecker Street. The Commercial Unit and any Units resulting from the subdivision thereof are collectively referred to in this Plan as the "Commercial Unit." Sponsor and any subsequent owner of the Commercial Unit has the right to subdivide and combine portions of the Commercial Unit, subject to the provisions of the Declaration and By-Laws. The Commercial Unit and any Units resulting from the subdivision thereof may be used for retail business, commercial and professional purposes or any other lawful purpose in the sole discretion of Sponsor or other owner of the Commercial Unit. The commercial space will be located in zoning Use Group 6, which permits use for a wide variety of retail stores and personal service establishments, including food stores and eating and drinking establishments. The use of the Commercial Unit may generate noise, traffic, fumes or other disturbances over which the remaining Unit Owners will have no control. At this time, the Commercial Unit is not being offered for sale and fee title to that Unit will be retained by Sponsor, but Sponsor reserves the right to do so pursuant to a future appropriately filed amendment to the Plan.

The 1st Floor will contain accessory spaces to the residential use including the Lobby accessed from the Bleecker Street. The balance of the area on the ground floor will contain commercial use. The cellar will contain spaces accessory to the residential use as well as support, mechanical and storage spaces. The parking garage with 12 parking spaces and area with the Storage Lockers are also located on the cellar level.

As set forth in more detail in the Section entitled "Changes in Prices and Units", Sponsor reserves the right to change the number of Units from time to time by subdividing and/or combining Units. Such changes may be made by the Sponsor even after the Condominium is created, but not with respect to a Unit which has closed or as to which a binding Purchase Agreement has been entered into and remains in effect unless the Purchaser thereof consents in writing to such change or as otherwise provided in a duly filed amendment to the Plan.

Sponsor further reserves the right to change the size, configuration, number and allocation of Storage Lockers by, among other things, reconfiguring the Storage Lockers. Sponsor may make such changes even with respect to a Unit as to which a binding Agreement which includes a Storage Locker has been entered into and remains in effect and without the consent of the Purchaser thereof provided that there is a Storage Locker designated for use by the purchaser of such Unit and that the size of the newly re-configured or designated Storage Locker allocated to such Unit is not reduced by more than 25%. After the closing of the respective Units, the allocation and use of the Storage Lockers will be subject to the provisions of the License Agreements between the respective Unit Owners and the Condominium Board.

Basic Aspects of Condominium Ownership

Each Purchaser owns his Unit outright and is entitled to exclusive possession of his Unit together with an undivided percentage interest in and right to use all parts of the Property other than the Units themselves (the "Common Elements") and exclusive right to use Residential Limited Common Elements,

if any. General Common Elements are Common Elements, such as the Building's foundations, for the benefit of all or a combination of Units or Unit Owners including the Commercial Unit. Residential Common Elements are Common Elements, such as the elevators, residential hallways and Amenity Facilities, for the benefit of all or a combination of the Residential Unit Owners. The Residential Limited Common Elements are Common Elements, such as private terraces to certain apartments, that are limited and restricted in use to specific Unit Owners.

Each Unit Owner must pay Common Charges in accordance with the Condominium Act, Sections 339(i) and (m).

Sponsor reserves the right, in its sole and absolute discretion, to waive the collection of Common Charges from Purchasers under the Plan for a period of time beginning from the date of the First Closing until Sponsor, in its sole discretion determines (the "Waiver Period"), provided, however, that Sponsor shall be solely responsible for the timely payment of all expenses to operate the Building during the Waiver Period, including but not limited to insurance premiums (the "Waiver Period Operating Expenses"). Notwithstanding anything to the contrary set forth above, the Waiver Period Operating Expenses shall not include (a) real estate taxes regardless of whether the Unit has been separately assessed, (b) the cost of alterations, additions or improvements to the Common Elements, or (c) charges that are specially allocated and assessed to specific Units because of their exclusive use, availability or control of certain Residential Limited Common Elements or because of such Unit Owner's responsibility in connection with any expense being incurred. In all instances the Unit Owners will remain responsible for the payment of the real estate taxes, including through payments to the Condominium Board before the Units are separately assessed, and to pay Assessments or the specially allocated charges as provided in the Declaration and By-Laws for all such amounts that are not Waiver Period Operating Expenses.

Upon commencement of collection of Common Charges after a Waiver Period, if any, there will not be an assessment for any item set forth in the approved budget for the Condominium for any period prior to the commencement of collection of Common Charges other than those items noted in the preceding paragraph. During any Waiver Period, Sponsor shall remain obligated to update the budget for the Condominium as provided for in governing regulations. In the event Sponsor elects to delay the collection of 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 the Offering Plan. Such Amendment will also disclose the anticipated period of delay. Sponsor will notify all Unit Owners in writing the expiration of the delay period at least thirty (30) days prior to the commencement of collection of Common Charges and will disclose such fact in the following Amendment to the Offering Plan.

Each Unit Owner is obligated to comply with the Declaration, the By-Laws, Rules and Regulations and any other requirements of the Condominium Board and the Residential Unit Owners are obligated to comply with the Residential Rules and Regulations.

As more particularly set forth in the By-Laws, the Units may be used for residential and professional and ancillary business use as permitted by law, Garage Parking Spaces and the Accessible Parking Space may be used for accessory parking for the Unit Owners' automobiles or motorcycles, and the Storage Lockers may be used for the storage purposes. The uses of the Units, the Garage Parking Spaces, the Accessible Parking Space, the Storage Lockers and any other Common Elements are all subject to the limitations and restrictions in and compliance with the Condominium Documents, any other applicable documents and agreements, and all applicable laws. Units other than Unsold Units are subject to a right of first refusal in favor of the Condominium Board in the event of sale or leasing. Unit Owners may freely mortgage their Units subject only to compliance with certain filing requirements contained in the Condominium's By-Laws (see "Rights and Obligations of the Unit Owners and the Condominium Board").

The authority to manage the affairs of the Condominium is vested in the Condominium Board. Unit Owners may vote for members of the Condominium Board.

Each Unit will be taxed as a separate tax lot for real estate tax and assessment purposes, and each individual Unit Owner will be solely responsible for the payment of all real estate taxes and assessments on his Unit. An estimate of the real estate taxes and assessments that will be payable for each of the Units during the first year of condominium operation of the Property is listed in Schedule A. No Unit Owner will be liable for the payment of, and no Unit will be subject to any lien arising out of the non-payment of, real estate taxes or assessments levied against any other Unit.

Each Residential Unit Owner may decorate the interior of this Unit in any manner that he desires, subject to compliance with the Condominium's By-Laws and the Residential Rules and Regulations promulgated pursuant thereto, and will be solely responsible for the cost and expense of maintaining, repairing and painting his Unit and for the cost of any insurance he purchases to cover his personal property in the Unit and his liability to others for personal injury or property damage as a result of occurrences in his Unit. (See "Rights and Obligations of the Unit Owners and the Condominium Board" for further discussion.)

THE PRICES ARE NOT SUBJECT TO APPROVAL BY THE OFFICE OF THE ATTORNEY GENERAL OR ANY OTHER GOVERNMENT AGENCY.

The Plan delivered to prospective purchasers contains all of the material terms of the transaction. Copies of the plan, all documents referred to in the Plan and all Exhibits submitted to the Office of the Attorney General in connection with the filing of the Plan will be available for inspection without charge and for copying at a reasonable charge to prospective purchasers and their attorneys at the site whenever the on site sales office is open and at the office of the Selling Agent or Sponsor.

This offering is made only in the State of New York to individuals over the age of 18 years and to all other legal entities ("Offerees"). There are no limitations on who may purchase Units. The Garage Parking Space Units, the Accessible Parking Space Lease and Storage Lockers, however, may only be purchased, leased or licensed to and used by Unit Owners. Under the New York Real Property Law, a condominium unit may be owned by an individual, a corporation, a partnership, a limited liability company, an association, a trust or any other entity, which is permitted to take title pursuant to New York Law. Sponsor is not obligated to offer or sell any Units and may, if it chooses, withhold one or more Units for future sale. Sponsor hereby reserves the right at any time and from time to time for any reason whatsoever, without the consent of the Condominium Board, any Unit Owner, or mortgagee, to refuse to approve and execute a Purchase Agreement for any Unit; provided, however, that Sponsor shall not discriminate against any person because of race, creed, color, sex, sexual orientation, disability, marital status, age, ancestry, national origin or other grounds proscribed by Law. No binding obligation will arise for the sale of a Unit unless and until a Purchase Agreement executed by both Purchaser and Sponsor, has been exchanged and Sponsor has collected the funds constituting Purchaser's required Deposit thereunder (see the Section entitled "Procedure to Purchase" for more details).

The Condominium Board does not have the right to approve or disapprove purchasers. There is no limit on the number of owners who may purchase for investment rather than for personal occupancy and there may always be a substantial percentage of owners who are non-residents.

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

Definitions

Certain words used in this Plan have special meanings for Unit Owners. They are used in accordance with their definitions found in Section 339-e of the New York Condominium Act, with occasional modifications necessary to conform to this Plan. They including the following:

"Accessible Parking Space" means the parking space located in the Cellar level designated as such which constitutes part of the Residential Common Elements, and which will be made available for the exclusive use of one Unit Owner pursuant to an Accessible Parking Space Lease or otherwise pursuant to a lease while the Accessible Parking Space Lease is held by Sponsor or its designee.

"Agreement" or "Purchase Agreement" means the agreement to purchase a Unit pursuant to the Plan, the form of which is set forth in Part II of the Plan.

"Amenity Facilities" means those areas of the building, such as the swimming pool, gymnasium and bicycle storage room in the cellar, that have been designated to provide services or benefits to Residential Unit Owners and residents.

"Building" means the structure and improvements including above and below grade segments, known as 40 Bleecker Street, aka 306 Mulberry Street, New York, NY 10012 in which the Units of the Condominium are located.

"By-Laws" means the By-Laws governing the operations of the Condominium, the form of which is set forth in Part II of the Plan.

"Closing" means the time, place and procedure by which fee title to a Unit is conveyed to a Purchaser pursuant to a fully executed Agreement.

"Commercial Unit" means the Unit designated as a Commercial Unit in the Declaration and the Floor Plans, together with its appurtenant Common Interest, and any Units resulting from the subdivision thereof.

"Common Expenses" means costs and expenses incurred or projected in connection with the maintenance of the General Common Elements and the provision of services and facilities for all or a combination of Units or Unit Owners, as more particularly defined in the Declaration.

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

"Condominium Documents" means the Declaration, together with the By-Laws and the Floor Plans, each of which will be recorded or filed simultaneously with the recording of the Declaration, and the Rules and Regulations.

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

"Facilities" means installations for services such as power, light, gas, hot and cold water, and heat, ventilation and air conditioning (including all pipes, ducts, chutes, wires, cables and conduits used in connection therewith), one or more chimneys, and exhaust flues, and telecommunications switchgear, conduits and lines.

"First Closing" means the first date upon which fee title to a Unit is conveyed to a Purchaser under this Plan.

"Garage Parking Space Unit" means any Unit designated as a Garage Parking Space Unit in the Declaration and the Floor Plans, together with its appurtenant Common Interest, and all such Garage Parking Space Units are collectively referred to as the "Garage Parking Space Units."

"General Common Elements" means those portions of the Land and the Building, designated for the common use or benefit of all or a combination of the Units or the Unit Owners, as more particularly described in the Declaration and designated on the Floor Plans.

"General Common Expenses" shall mean all costs and expenses to be incurred generally by the Unit Owners pursuant to the Declaration and/or By-Laws in connection with (i) the Maintenance and operation of the General Common Elements; or (ii) the establishment and/or maintenance of a general operating reserve fund for working capital, for replacements with respect to the General Common Elements.

"Initial Control Period" means the period ending on the later to occur of: (i) the fifth anniversary of the First Closing, or (ii) the closing of title to Units representing more than 90%, both in number and in aggregate Common Interests, of all Residential Units.

"Land" means the parcel of land described in Exhibit A to the Declaration.

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

"Limited Common Elements" refers to those certain portions of the Land and the Building (other than the Units) that are to be used by the owners of one or more specified Units to the exclusion of all other Unit Owner, as more particularly described in Section 7C of the Declaration.

"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 of any portion of the Building.

"Managing Agent" means a Person employed by the Condominium Board pursuant to the By-Laws, who shall undertake to perform the duties and services that the Condominium Board shall direct and who shall have whatever powers the Condominium shall delegate, subject to the limitations contained in the By-Laws. As provided in the "Management Agreement, Contracts and Leases" section of the Plan, the initial Managing Agent shall be Douglas Elliman Property Management, 675 Third Avenue, New York, NY 10017.

"Percentage of Residential Interest" shall mean the percentage interest in the Residential Common Elements attributable to each Residential Unit and Garage Parking Space Unit apportioned in the same proportion that each Residential Unit and Garage Parking Space Unit bears to the then aggregate Common Interests of all of the Residential Units and Garage Parking Space Unit in the Condominium.

"Permitted Exceptions" means the liens, encumbrances and conditions affecting title subject to which

Purchaser shall accept title to the Unit, as set forth in the Purchase Agreement and Exhibits B annexed thereto.

"Permitted Mortgage" means a mortgage permitted to be placed upon a Unit or Units pursuant to the provisions of the By-Laws.

"Permitted Mortgagee" means the holder of any Permitted Mortgage and shall include, without limitation, such banks and financial institutions as constitute the holders of the construction loan mortgages, if any, given by Sponsor to acquire and construct the Property.

"Plan" means to this offering plan for the establishment of condominium ownership for the Property, as the same may be amended from time to time.

"Plans and Specifications" means the Floor Plans and the Description of Property and Specifications included in Part II of the Plan, as same may be amended from time to time.

"Property" means the Land, the Building and the appurtenances thereto.

"Purchaser" means person(s) or entity(ies) named as a purchaser of a Unit under a Purchase Agreement, which has been duly executed by such person(s) or entity(ies) and accepted by Sponsor.

"Residential Common Elements" means those Common Elements which serve or benefit exclusively all or a combination of the Residential Units and Garage Parking Space Units and/or the Residential Unit Owners and Garage Parking Space Unit Owners, including the entire garage area at the cellar level, as more particularly described in the Declaration and designated on the Floor Plans.

"Residential Common Expenses" shall mean all costs and expenses to be incurred generally by the Residential Unit Owners and Garage Parking Space Unit Owners pursuant to the Declaration and/or By-Laws in connection with (i) the Maintenance and operation of the Residential Common Elements and/or the Residential Limited Common Elements; (ii) the establishment and/or maintenance of a operating reserve fund for working capital, for replacements with respect to the Residential Common Elements and/or Residential Limited Common Elements; or (iii) otherwise specifically allocated pursuant to the Declaration and/or the By-Laws to be shared by Residential Unit Owners and Garage Parking Space Unit Owners.

"Residential Limited Common Elements" refers to those certain portions of the Land and the Building (other than the Units) that are to be used by the owners of one or more specified Residential Units to the exclusion of all other Unit Owner, as more particularly described in the Declaration and designated on the Floor Plans.

"Residential Unit" means any Unit designated as a Residential Unit in the Declaration and the Floor Plans, together with its appurtenant Common Interest, and all such Residential Units, are collectively, referred to as the "Residential Units."

"Selling Agent" means Douglas Elliman, LLC d/b/a Douglas Elliman Real Estate, or any successor selling agent at the time in question.

"Sponsor" means 304 Mulberry Street Operating Company, L.L.C., a Delaware limited liability company, which is making this offering in the Plan. As used in this Plan, all references to rights of Sponsor shall apply equally to Sponsor or its designees.

"Sponsor's Designated Title Company" means First American Title Insurance Company, 633 Third Avenue, New York, NY 10017 or such other title insurance company licensed to do business in New York and designated by Sponsor in and designated by Sponsor in an amendment to this Plan. In accordance with an opinion of the Department of Insurance, Purchasers are free to use the title insurance company of their choice, at whatever rates are charged by such title insurance company, without additional costs payable to Sponsor.

"Storage Locker" means one of forty (40) storage lockers located in the storage room in the cellar level which constitute part of the Residential Common Elements, which will be made available for the exclusive use of the Unit Owners pursuant to Storage Locker License Agreements.

Unit" or "Condominium Unit" shall mean any of the seventy-three (73) "Units", as such term is defined in the Condominium Act (or Units resulting from the subdivision or combination thereof) located in the Building, which Units are more particularly described in Article 5 of, and Exhibit B to, the Declaration and in the Floor Plans.

"Unit Owner" shall mean any Person who holds fee title, of record, to one or more Units at the time in question.

"Unsold Unit" means any Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by Sponsor or its designees at the time in question. Unsold Units retain their character as such (regardless of transfer) until (i) such Unit become the property of a purchaser for bona fide occupancy (by himself or a person related to him by blood, marriage or adoption) of the Unit, or (ii) the holder of such Unit (or a member of his family) becomes a bona fide occupant of the Unit, and regain their character as such (regardless of previous sale or occupancy) to the extent re-acquired by Sponsor or its designees from time to time.

All other capitalized terms used in Part I of the Plan that are not separately defined in Part I shall have the meaning ascribed to thereto in the By-Laws or in the Declaration, as the case may be. See Exhibit C to the Declaration of Condominium for a complete list of definitions applicable to the Condominium Documents.

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The following is a general description of the Property as well as certain facilities and services to be provided at the Condominium. For a more detailed description of the Property, see the "Description of Property and Specifications" contained in Part II of the Plan.

Location

Block 521, Lots 1 and 9 is L-shaped composed of 2 approximately rectangular irregular portions, one with frontage on Mulberry and Bleecker Streets (Lot 9), and one with frontage on Mulberry Street, East Houston Street and Mott Street (Lot 1). The first Rectangle is approximately 170.5' on Mulberry Street by 80.17' on Bleecker Street and this portion of the lot will contain the new building 40 Bleecker Street (Lot 9). The second rectangle is irregular in shape with 88.98' of frontage on Mulberry Street, 170.57' of frontage on East Houston Street, and 92.98' of frontage on Mott Street. The second irregular rectangle contains the existing mixed use commercial and multifamily residential building 298 Mulberry Street (Lot 1). The lot area is approximately 29,018 square feet.

Lots 1 and 9 of Block 521 is composed of corner lot portions at the north and south portions within

100' of a street intersection, and an interior lot portion in between. The property is located on the east side of Mulberry Street and the south side of Bleecker Street in the NoHo neighborhood in Manhattan.

The Building

The facility will consist of a new 12 story building located at 40 Bleecker Street (aka 304-308 Mulberry Street) on Lot 9. The existing 8 story mixed use commercial and multifamily residential building 298 Mulberry Street (Lot 1) will remain and is not part of the condominium except for easements. The existing 7 story multifamily residential building at 306 Mulberry Street on Lot 9 will be demolished to make way for the 12 story new mixed use building (the New Building).

The 1st Floor will contain accessory spaces to the residential use including the Lobby accessed from the Bleecker Street. The balance of the area on the ground floor will contain commercial use. The cellar will contain spaces accessory to the residential use, including a swimming pool, gymnasium, bicycle and other storage spaces as well as support and mechanical equipment spaces. There will be an open recreational outdoor terrace space on the 2nd floor. There will be a total of sixty-one (61) Residential Units, one (1) Commercial Unit on Floor 1, eleven (11) Garage Parking Space Units and one (1) ADA van-accessible parking space which is offered pursuant to an Accessible Parking Space Lease in the garage parking area on the cellar level and forty (40) Storage Lockers which are offered pursuant to Storage Locker License Agreements at the cellar level.

The Sponsor has engaged Rawling Architects PC, as architect of record to prepare the construction plans, specifications, and floor plans for the condominium. Rawlings Architects PC has examined the physical condition of the premises and has rendered his reports thereof which are set forth in Part II of the Plan and prepared the Condominium floor plans.

Construction of the Building, including the individual Units, will be completed substantially in accordance with the Plans and Specifications, and otherwise in accordance with Zoning Resolution, the Building Code of The City of New York**,** and all other applicable Legal Requirements.

The location in the Building, and the size, layout and approximate square footages of the Units are shown on the Floor Plans included in Part II of the Plan. Such floor plans are subject to the rights of Sponsor or its designees to combine two or more Unsold Units, to add additional Units by subdividing Unsold Units or to change the number of rooms in, as well as the size, layout and square foot area of, any Unsold Units. In addition, Sponsor reserves the right to amend or modify, in any way, the Plans and Specifications (including, without limitation, changes in layouts and designs and changes affecting the materials, appliances, equipment, fixtures, and other construction details) and substitute in place of any materials, appliances, equipment, and fixtures set forth therein or in the Description of Property and Specifications included in Part II of the Plan, items of substantially equivalent or better quality. Any such change, if material shall be disclosed by Sponsor in a duly filed amendment to the Plan and, when applicable, to the Declaration. and any necessary approval of any governmental authority having jurisdiction must be obtained. As to any Unit for which a Purchase Agreement has been countersigned by Sponsor and returned to the Purchaser, no material adverse change will be made in the size (i.e., decrease), configuration or layout of a Unit and no such amendments, modifications, or substitutions may be made in the Plans and Specifications if the same would materially adversely affect the Purchaser unless the same is dictated by construction conditions at the Property (such as coordination of Building systems, conflicts with structural members or elements, conforming with Legal Requirements, unforeseen events, etc.) and in all cases, in good faith, reasonably necessary due to factors not within Sponsor's reasonable control, and where no practicable alternative (in the exercise of sound construction management practices) exists, and in such event, Sponsor will, in the amendment disclosing such change and delivered to the Purchasers, offer any materially adversely affected

Purchaser(s) the right, for at least fifteen (15) days from the date of notice of such right provided to the affected Purchaser(s) within a reasonable time following acceptance of such amendment, to rescind their Purchase Agreement(s) and receive a refund of their Down Payment(s), together with all interest earned thereon.

There is a rebuttable presumption that a reduction in any Unit or parking space area of 5% or less or any increase in the size of any Unit or room contained in a Unit or a decrease of 25% or less or any increase in the size of any Storage Locker allocated to a Unit is not material. As long as the layout and dimensions of a Unit conform substantially to the Plans and Specifications, a Purchaser will not be excused from purchasing a Unit by reason of a minor, non-material deviation or change and will not have any claim against Sponsor as a result thereof.

Based upon the current construction schedule, Sponsor contemplates that, unless delayed by weather, casualty, labor difficulties (including work stoppages and strikes), late delivery or inability to obtain materials, governmental restrictions, acts of god or other events beyond its reasonable control ("Unavoidable Delays"), construction of the Building will be sufficiently completed to permit closings of Units to begin on or about December 1, 2019. Purchasers should note however that Units will be completed at different times over a period that may begin prior to and/or extend significantly beyond such projected date. Sponsor will have no liability to any Purchaser, nor will any Purchaser be entitled to any credit, offset or reduction in the Purchase Price or otherwise be relieved from any obligations under the Agreement, if the First Closing occurs earlier or later than the projected date, or the time to complete or to close title to any Unit is accelerated, delayed or postponed by Sponsor. In the event the actual or anticipated commencement date of the projected First Year of Condominium Operation is to be delayed by six (6) months or more, Sponsor will amend the Plan to include a revised budget with updated projections. If monthly Common Charges in the amended budget exceed those in the latest projected budget set forth in the Plan by 25% or more, Sponsor will offer all Purchasers (other than Purchasers who are then in default beyond any applicable grace period under their Purchase Agreements, if the Plan has been declared effective) the right to rescind their Purchase Agreements within 15 days of the Presentation Date of the amendment containing such revised budget. If the First Closing does not occur within twelve (12) months after the date set forth in Schedule B as the commencement date for the projected First Year of Condominium Operation in effect on the date a Purchaser and Sponsor entered into a Purchase Agreement, Sponsor will offer those affected Purchasers only (other than Purchasers who are then in default beyond any applicable grace period under their Purchase Agreements, if the Plan has been declared effective) the right to rescind their Purchase Agreements within fifteen (15) days of the Presentation Date of the amendment disclosing Sponsor's failure to close within such time frame. Any Purchasers electing rescission pursuant to such offer will have their Down Payments and any interest accrued thereon returned, except for funds expended by or reimbursed to Sponsor for upgrades, extras or custom work which shall not be returned to Purchaser unless the rescission right results from the failure or inability of the Sponsor to close title to the Unit as provided in the Plan and Purchase Agreement. However, if the First Unit Closing occurs on or before December 1, 2020 (or such other date projected as the date of commencement of the operation at the time the Purchase Agreement was entered into), the Sponsor is not obligated to schedule any other Purchaser's closing within any specified time frame or to ensure that closing of title to any other purchaser's Unit will occur by any date certain, and the Sponsor may schedule the closing of title to other Units significantly later than such date. In such case, Purchaser will not be entitled to a right of rescission nor excused from paying the full purchase price or entitled to make claims against the Sponsor as discussed in the Section entitled "Procedure to Purchase", nor will Purchaser be entitled to make claims against the Sponsor for damages or losses as a result of such delays other than a claim that the Sponsor is not diligently pursuing completion of construction and the issuance of a certificate of occupancy as stated in this Plan or is otherwise not in compliance with its obligations under the Plan. Unless a Purchaser's Purchase Agreement contains an outside closing date, the Sponsor is not obligated to schedule a Purchaser's closing within any specified time frame or to ensure that closing of title to any Unit will occur

by any date certain. **PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT**, Purchasers' rights as described in this paragraph are in lieu of any other rights or remedies which may be available pursuant to any applicable law, regulation, statute or otherwise, all of which shall be deemed to have been waived by all Purchasers.

See the Section entitled "Procedure to Purchase" for further discussion.

The Residential Units

The Building, when completed, will contain sixty-one (61) residential apartments on the second - twelfth floors. Three (3) of the seven (7) Residential Units on the second floor will have private outdoor terraces. Eight (8) Residential Units will be provided on the third through fifth floors. Six (6) Residential Units will be provided on the sixth through ninth floors. Three (3) Residential Units will be provided on the tenth floor, each with a private outdoor terrace. There will be one (1) duplex Residential Unit on the eleventh and twelfth floors, one (1) simplex Residential Unit on the eleventh floor and one (1) simplex Residential Unit on the twelfth floor, each with private outdoor terraces on each floor. The Units vary in size from one-bedroom, two-bedroom, three-bedroom, four-bedroom and five-bedroom apartments. Detailed descriptions of the Units and the fixtures, finishes, appliances, and equipment included in each Unit are set forth in the Declaration and in the Description of Property and Specifications included in Part II of the Plan.

The Garage Parking Space Units

The Building when completed will contain twelve (12) parking spaces in the garage located at the cellar level. Eleven (11) of those parking spaces will be Garage Parking Space Units. One (1) parking space, which will be ADA van-accessible, will be subject to an Accessible Parking Space Lease. The offer and use of the parking spaces is more fully discussed in the "Garage Parking Spaces" section of the Plan.

There will be no modifications or extras for any Units (whether a Residential Unit or a Garage Parking Space Unit) unless set forth in the Agreement for such Unit. Moreover, Sponsor shall not be obligated to correct and shall have no liability or responsibility to any Purchaser for, and no Purchaser shall be entitled to any reduction in or credit against the purchase price of his or her Unit or be otherwise relieved from performing his or her obligations under the Agreement as a result of immaterial inaccuracy or error in the floor plans for such Units as set forth in Part II of the Plan.

The Commercial Unit

The Building when completed will also contain one (1) commercial condominium unit consisting essentially of the space on the first floor other than the residential lobby, mail room, elevator area and storage and related facilities accessory tfo the residential use, with approximately 160 feet of frontage on Mulberry Street and 45 feet of frontage on Bleecker Street. The Commercial Unit (not offered hereby) may be used for retail business, commercial and professional purposes or for any other lawful purpose in the sole discretion of Sponsor or other owner of such Unit. Sponsor anticipates that the Commercial Unit will be leased to several retail businesses. The Condominium Board will have no right to restrict or limit any of the uses of, or alterations in or to, the Commercial Unit (including the storefronts thereof) which are permitted by law and applicable zoning ordinances.

Sponsor and any subsequent owner of the Commercial Unit has the right to subdivide and combine portions of the Commercial Unit, subject to the provisions of the Declaration and By-Laws. Subject to the foregoing and all applicable zoning regulations and the Declaration and By-Laws, the Commercial Unit may

be sold, leased or subleased by the Commercial Unit Owner thereof, or subdivided by the Commercial Unit Owner into two more separate commercial condominium units and such subdivided units sold or leased. (See "Commercial Unit".) None of the Residential Unit Owners or the Condominium Board will have any interest in the rents, profits or revenues from the rental or use of any space in the Commercial Unit. Although it is currently anticipated that Sponsor will retain ownership of the Commercial Unit, no representation is made with respect to the type or identity of the owners, tenants or occupants of any portion of the Commercial Unit at any time, or the purposes for which any portion of any Commercial Unit may be used at any time.

The Common Elements

The Common Elements of the Condominium will consist of the entire Property, including the Land and all parts of the Building, other than the Units. The Common Elements include General Common Elements, which serve or benefit all or a combination of the Units or the Unit Owners, like the foundations and utilities installations for services which serve the Residential Units, the Garage Parking Space Units and the Commercial Unit, Residential Common Elements, which serve or benefit all or a combination of the Residential Units or the Residential Unit Owners, like the elevators and residential hallways, utilities installations that serve only some or all of the Residential Units and Amenity Facilities like the common terrace, and including the entire garage area, and Residential Limited Common Elements, such as private terraces to certain apartments, that are limited and restricted in use to specific Unit Owners.

Amenity Facilities

Certain areas of the building, such as the pool, gymnasium and bicycle storage room in the cellar and the open recreational outdoor terrace space on the 2nd floor, have been designated to provide services or benefits to Residential Unit Owners and residents ("Amenity Facilities"). The gymnasium will be finished but no equipment will be provided. The common roof terrace will be finished but no furniture or equipment will be provided.

Certain services to residents are provided, subject to change from time to time, with the cost to unit owners included in the Schedule B Budget for the First Year of Operation. Other services may be available at additional charge to unit owners. The Board has complete discretion in determining how these facilities will be operated, maintained, or modified, whether facilities should be added or discontinued, and the rates to be charged for their use. No representation or warranty is made as to the continued operation or existence of any of the foregoing services or facilities or the amount of the fees charged therefor, and neither Sponsor nor the Board shall have any liability with respect to or arising from any Unit Owner's, tenant's or occupant's use of any of the foregoing or the amount of the fees charged therefor.

Although Sponsor anticipates that many of the services and facilities described in the Plan will be available at the time of the First Closing, prospective Purchasers are advised that some of these services and facilities, specifically full staff of building personnel, the Amenity Facilities (including the pool, gymnasium and bicycle storage room in the cellar and the open recreational outdoor terrace space on the 2nd floor) and the Storage Lockers, may not be available until after the First Closing. At all times after the First Closing, the Condominium will employ a full time superintendent, the lobby will be attended twenty-four (24) hours a day, seven (7) days a week, and there will be at least one (1) elevator servicing every floor on which there are occupied Units. The interim level of staffing (lobby attendants, concierges and porters) will at all times during this period be commensurate with the levels of occupancy from time to time and adequate to properly maintain the Building, and the Sponsor will cause the Condominium to employ the full staff of building personnel as set forth in the Schedule B Budget for the First Year of Condominium Operations within two (2) years after the First Closing. Sponsor projects, but cannot assure, that the Amenity Facilities and Storage Lockers will be available within two (2) years after the First Closing. While Sponsor makes no

representation or guarantee that the Amenity Facilities and Storage Lockers will be available within such two (2) year period, Sponsor is obligated to complete the work to make the Amenity Facilities and Storage Lockers available and shall exercise its best efforts to complete that work within such two (2) year period. Unit Owners and the Condominium Board shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings. Purchasers are also advised that during such period and beyond, various systems, including, but not limited to, water supply, air conditioning, heating, cooling, ventilating and elevators, may be incomplete and may be disrupted temporarily and from time to time.

Purchasers are further advised to note that construction in general is a complicated process which requires the coordination of numerous concurrent tasks, contractors and suppliers and the balancing of complex mechanical and architectural systems, all of which is subject to unanticipated delays and difficulties and necessarily involves noise, disruption and inconvenience. Thus, for a period of time following the First Closing (through, including and beyond the closing of title to any particular purchaser's Unit), work should be expected to be undertaken and continue by or on behalf of: (i) Sponsor to complete the balance of the Building; (ii) individual Unit Owners within their Units (to perform custom renovations, etc.) During at least the First Year of Operation, construction workers and related personnel of Sponsor and others will be at the Property from time to time performing construction work, making adjustments and performing various other tasks related to the completion of construction, fitting-out of, and moving into, the Units and other portions of the Building. Residential elevators and personnel may be taken out of service and diverted to facilitate construction and exterior hoists may be in place during at least the year following the First Closing, and from time to time thereafter, as needed, in connection with construction being performed in Units by the Unit Owners thereof. Sponsor may not fully complete the decoration or finishing of the lobby, corridors, elevator finishes and other portions of the Building, including, but not limited to, installing light fixtures, painting, hanging wall coverings or laying carpeting, until that particular floor is fully occupied by Unit Owners or, if additional construction within a Unit is anticipated, for some period thereafter. All of the foregoing work and conditions will create a noisy and otherwise disruptive condition in the Building during the period such work is being performed. Unless caused by a failure of Sponsor to comply with applicable Legal Requirements and the Plans and Specifications, Sponsor is not responsible for, nor can it make any guarantees regarding odors, levels of noise or vibrations resulting from Sponsor's construction work, the operation of the Building or the Units or the degree of privacy which will be afforded to Unit Owners in their Units. Certain portions of the Common Elements may be completed before or after completion of any particular Purchaser's Unit. As a result, certain amenities and benefits anticipated to be available to Unit Owners may not be available until such other portions of the Building are completed and fully operational. Sponsor shall have no liability whatsoever in the event these services are delayed, not made available, or discontinued or disrupted. Further, the Condominium Board and/or Sponsor may refuse to permit a Unit Owner to perform alterations in a Unit until such time as the Building has been completed and permanent certificate(s) of occupancy have been obtained therefor. Even where such alterations are permitted, the Condominium Board and/or Sponsor may impose conditions and deadlines upon the planning, performing and completion of such work. No assurance can be given with regard to the accuracy of any projected schedules or completion dates set forth herein or with respect to the duration of any interim service period or periods of potential disruption to the Unit Owners and their tenants or occupants, all such dates and timetables, to the extent provided, being only good faith estimates.

Sponsor and its designees shall have the right, until all Residential Unsold Units are sold to use, without charge, portions of the Building, including the Common Elements and any Amenity Facilities, for exhibitions, events, promotional functions in connection with its sales programs for Residential Unsold Units.

Zoning Lot Merger, Light and Air Easement, Garage Ramp Ingress and Egress Easement

Sponsor, as owner of the Property which constitutes Tax Lot 9 (the "40 Bleecker Parcel"), and 298 Mulberry Street Operating Company, L.L.C. (the "298 Mulberry Owner"), as owner of the adjacent property which constitutes Lot 1 at 298 Mulberry Street (the "298 Mulberry Parcel"), have entered into various development and easement agreements with respect to the development and operation of the Property. In addition, the Sponsor and the 298 Mulberry Owner will enter into various additional agreements as described below to conform the development and easement agreements to the Plan.

The 298 Parcel occupies the block on East Houston Street between Mulberry Street and Mott Street to the south of the 40 Bleecker Parcel. The 298 Parcel contains an existing occupied seven-story plus penthouse rental apartment building with retail tenants on the ground floor and rental apartment tenants on the upper floors. The 298 Mulberry Owner and the Sponsor are under common ownership and control. The covenants set forth in the various development and easement agreements described herein shall run with the land and be binding upon and inure to the benefit of the parties thereto and their respective heirs, legal representatives, successors and assigns.

The Property and the 298 Mulberry Parcel were merged into a single zoning lot (the "Merged Zoning Lot"), pursuant to that certain Declaration of Single Zoning Lot dated as of December 19, 2014, executed by the Sponsor and 298 Mulberry Owner (the "Declaration"). The building on the 298 Mulberry Parcel (the "298 Mulberry Building") utilized less "floor area" as defined in the New York City Zoning Resolution (the "Zoning Resolution"), than the maximum amount of "floor area" available (the "Development Rights") for use on the 298 Mulberry Parcel. Such unused Development Rights appurtenant to the 298 Mulberry Parcel (the "Unused Development Rights") in the amount of 33,466.56 square feet were available for transfer to the 40 Bleecker Parcel, part of which were transferred to the 40 Bleecker Parcel and part of which were retained by the 298 Mulberry Parcel pursuant to that certain Zoning Lot Development Agreement dated December 19, 2014 executed by the 298 Mulberry Owner, as owner, and the Sponsor, as developer (the "2014 ZLDA"): (a) a portion of the Unused Development Rights in the amount of 25,466.56 square feet (the "Excess Development Rights") were transferred to the 40 Bleecker Parcel for development of the 40 Bleecker Parcel, which was the portion of the Unused Development Rights projected at that time which could be used by the 40 Bleecker Parcel; and (b) the 298 Mulberry Owner retained the rest of the Unused Development Rights of the 298 Mulberry Parcel, namely: (i) the Development Rights utilized by the 298 Mulberry Building, (ii) 8,000.00 square feet of Unused Development Rights appurtenant to the 298 Mulberry Parcel, and (iii) any increase after the date of the 2014 ZLDA in Development Rights with respect to the 298 Mulberry Parcel as a result of (x) any "upzoning", or (y) any additional Development Rights acquired by the 298 Mulberry Owner, or (z) as otherwise permitted under the Zoning Resolution with respect to the 298 Mulberry Parcel. As set forth in the 2014 ZLDA, the Sponsor conveyed to the 298 Mulberry Owner, for the benefit of the 298 Mulberry Parcel, all bonus floor area development rights and other development rights which may be available for inclusion in a building constructed on a zoning lot, whether through the provision of an amenity or public benefit, either on the Merged Zoning Lot or on real property that is not part of the Merged Zoning Lot.

Further, under the 2014 ZLDA, (x) the 298 Mulberry Owner covenanted and agreed that no building, improvement, alteration or addition shall be constructed or allowed to exist on the 298 Mulberry Parcel, whether following a casualty, any rebuilding or otherwise, that incorporates therein any floor area, or utilizes any development rights, in excess of the development rights retained by the 298 Mulberry Owner or take any action that results in a violation of the Agreement, and (y) the Sponsor covenanted and agreed that no building, improvement, alteration or addition shall be constructed or allowed to exist on the 40 Bleecker Parcel, whether following a casualty, any rebuilding, or otherwise, that incorporates therein any floor area, or utilizes any development rights, in excess of the Sponsor's total development rights or that take any action

that results in a violation of the Agreement.

As part of the 2014 ZLDA, the 298 Mulberry Owner granted to the Sponsor a permanent and perpetual easement for light and air, and unobstructed view, over portions of the 298 Mulberry Parcel above a horizontal plane located at one hundred twenty two (122.00') feet above NAVD88 (the "Lower Limiting Plane" and the area above the Lower Limiting Plane the "Light and Air Easement Area"). The 298 Mulberry Owner covenanted and agreed that no buildings, improvements, alterations or structures of any kind shall be constructed or allowed to exist within the Light and Air Easement Area, and no rebuilding of the 298 Mulberry Building shall be made, so as to encroach into the Light and Air Easement Area.

The Sponsor and the 298 Mulberry Owner intend to modify the 2014 ZLDA and related zoning documents with an amended Zoning Lot Development Agreement and related zoning documents (the "Amended ZLDA Documents") essentially to conform the 2014 recorded documents to the construction and development of the 40 Bleecker Parcel. The Amended ZLDA Documents will be entered into and recorded at some future point in time as the Sponsor may determine appropriate in connection with its applications to the NYC Department of Buildings, but in any event prior to the recording of the Condominium Declaration. The Amended ZLDA documents will result in the following changes:

1. The Light and Air Easement Area benefitting the 40 Bleecker Parcel will be increased as follows: The Lower Limiting Plane of Light and Air Easement Area will be modified to an elevation of one hundred forty two (142.00') feet above NAVD88, which as reflected on the South Elevation Plan included on page E-4 in Part II of this Plan is a point approximately at the floor level of the 10th floor of the building; since the recorded easement will still prohibit enlargement of the 298 Mulberry Building into the Light and Air Easement Area, the south-facing windows in the living rooms of Units PH-C on Floor 10, PH-E on Floor 11 and PH-F on Floor 12 will not be subject to future change for future closure requirements even if the adjacent building is otherwise enlarged as more fully described in the "Lot Line Windows" section below.

2. The footprint of the Light and Air Easement Area will be modified to include an area bounded by Houston Street at the South, Mulberry Street at the West, the property line between 40 Bleecker and 298 Mulberry at the North, and a line approximately 56'-6" distant from and approximately parallel to Mulberry Street at the east. That width corresponds to the width of the Building at its southern side where it abuts the property line between the Property and the 298 Mulberry Parcel at the 9th floor.

3. The allocation of the Development Rights set forth set forth in the 2014 ZLDA will be revised as follows: (a) the amount of Unused Development Rights transferred from the 298 Mulberry Parcel to the 40 Bleecker Parcel (defined in the ZLDA as the "Excess Development Rights") shall be revised from 25,466.00 square feet of the Development Rights to approximately 10,953.00 square feet of Development Rights; (b) the amount of Unused Development Rights retained by the 298 Mulberry Owner will be revised from 8,000 square feet of Development Rights appurtenant to the 298 Mulberry Parcel to approximately 22,300.00 square feet of Development Rights; and (c) to make such other changes as may be necessary or appropriate to effectuate the reallocation set forth above and otherwise to conform the rights reserved to the 40 Bleecker Parcel to the alteration of the 40 Bleecker Building set forth in the "Description of Property and Specifications" of the Plan.

It is noted that the allocation of Development Rights described above reflects an adjustment such that sufficient Development Right are transferred from the 298 Mulberry Parcel to the 40 Bleecker Parcel necessary for the alteration of the 40 Bleecker Building pursuant to the Plans and Specifications and the retention of the remaining Development Rights of the 298 Mulberry Parcel to the 298 Mulberry Parcel.

There is no development planned by the current owner of the 298 Mulberry Parcel to change the existing seven-story plus penthouse retail and rental apartment building. As with any other New York City property which is adjacent to a building with unused Development Rights, like the 298 Mulberry Parcel, future use of such unused Development Rights could be used to expand the size of the building on the 298 Mulberry Parcel. But as also described, the Light and Air Easement prohibits changes to the 298 Mulberry Parcel that would infringe into the Light and Air Easement Area.

In connection with the Sponsor's application to the NYC Department of Buildings for construction of the parking garage at the Property with access for pedestrians and motor vehicles across a driveway on the 298 Mulberry Parcel, the 298 Mulberry Owner, as grantor, and the Sponsor, as grantee, entered into that certain Ingress and Egress Easement Agreement dated May 31, 2016 (the "Easement Agreement") by which the 298 Mulberry Owner granted to the Sponsor, its heirs, successors and assigns (the "40 Bleecker Owner") a permanent, perpetual and non-exclusive easement across the Access Area (as defined in the Easement Agreement) (the "Ingress and Egress Easement") for the purpose of ingress and egress to and from Mulberry Street at the northernmost curb cut on Mulberry Street of the 298 Mulberry Parcel for pedestrian and motor vehicle access. The Access Area shall at all times be maintained and kept clear and unobstructed by the 298 Mulberry Owner, and the cost and expense shall be apportioned equally between the 40 Bleecker Owner and the 298 Mulberry Owner. The cost of any repairs or replacements which may be required to the Access Area shall be apportioned equally between the 40 Bleecker Owner and 298 Mulberry Owner.

The various recorded documents referred to in this section are recited in the title exceptions description in the "Closing and Terms of Sale" section of the Plan; by their terms, such recorded documents are binding on the Sponsor, the owner of the 298 Mulberry Parcel and their respective successors and assigns, which will include the Condominium Board and the Unit Owners. The existence of these various zoning agreements with the owner of the adjoining property, along with the additional agreements to be entered into as described herein, may require, from time to time, cooperation between the Condominium Board and Unit Owners with the owner of the adjoining property in connection with applications or filings by either with the NYC Department of Buildings or other agencies. There is an inherent risk for the owner of any property that is part of a merged zoning lot with a separately owned parcel that applications to and filings with the NYC Department of Buildings and other agencies may be complicated or delayed as a result of applications or filings by the owner of the adjacent property.

No roads are to be constructed by Sponsor that will be dedicated to the local government.

For a more detailed physical description of the Property, see "Description of Property and Specifications" in Part II of the Plan.

Lot Line Windows

There will be lot-line windows in some locations on the southerly and easterly façades of the Building. None of these lot line windows are required to satisfy the "light and air requirements" under the NYC Building Code as such requirements are satisfied by other windows in such Units. All lot line windows will be fire rated windows.

There will be lot-line windows in some locations on the southern façade of the Building, on the property line between the Property and 298 Mulberry Street. The living rooms in Units PH-C, PH-E and PH-F each have two windows that are on such façade. As discussed more fully in the "Zoning Lot Merger, Light and Air Easement, Garage Ramp Ingress and Egress Easement" section of this Introduction and the "Zoning Lot Merger" portion of the Description of Property and Specifications section of the Plan, a light and air easement containing covenants by the 298 Mulberry Owner that no buildings, improvements, alterations or

structures of any kind shall be constructed or allowed to exist within the Light and Air Easement Area, and no rebuilding of the 298 Mulberry Building shall be made, so as to encroach into the Light and Air Easement Area. Accordingly, the windows being installed by the Sponsor on the lot line in these apartments will comply with the requirements of applicable Code including the appropriate "fire resistant" ratings and/or other fire protections required by Code for buildings with the protected specified depth of clearance. Since the recorded easements prohibit the enlargement of the adjacent building, the windows being installed will, therefore, not be subject to future change for future closure requirements even if the adjacent building is otherwise enlarged.

There will be lot-line windows in some locations on the easterly façade of the Building, on the property line between the Property and The Schumacher Condominium, 36 Bleecker Street. One window in the Master Bedroom in Unit PH-A, one window in the northeasterly bedroom on the lower level of Unit PH-D and one window in the southeasterly bedroom on the upper level of Unit PH-D are on such façade. Prospective Purchasers are advised that there is the possibility that the adjacent building at 36 Bleecker Street might be built in the future along this lot line, preventing the use of the lot line windows in the listed Units. In the event that the building to the east is enlarged within a distance of less than thirty (30) feet in a direct line (whether horizontally, vertically or diagonally) of any of the lot line windows, the New York City Building Code requires that the Lot-Line Window openings be closed. The Condominium Board will be responsible to seal the window openings in the façade blocked by the enlargement with construction in compliance with the Building Code and all other applicable laws, ordinances, codes, rules and regulations of governmental or other authorities having jurisdiction. The Condominium shall also insulate and seal the openings inside any affected Units. It will be the responsibility of any affected Unit Owners to refinish the interiors of their Unit, as further described in the offering plan.

LOCATION AND AREA INFORMATION

The property is located at 40 Bleecker Street between Mulberry Street and Mott Street in the Borough of Manhattan, New York in the NoHo neighborhood. The building's entrance and lobby will be located at 306 Mulberry Street, between Bleecker Street and East Houston Street. The Building is located at the cultural nexus of New York City, with unmatched access to SoHo shopping, Greenwich Village restaurants, East Village nightlife, and Lower East Side Galleries. In addition, New York University is just blocks away. The Condominium is served by a variety of transportation facilities. Taxi and limousine service is readily available throughout the city. Municipal bus service is also readily available throughout the city including bus service on theM103, M21 or M5 routes which are in close proximity to the property. The Property also sits adjacent to the B/D/F/M and 6 subway lines.

The Condominium is serviced by the New York City Police Department, the nearest precinct is the 9th Precinct located at 321 East 5th Street, New York, NY 10003. The area is serviced by the FDNY Engine Company is located on 42 Great Jones Street, New York, NY 10012 (North on Great Jones Street between Lafayette Street and Bowery – Engine 33- Ladder 9.

Because of its ideal location, several high end art galleries, antique stores and fine restaurants are in close proximity. The neighborhood is highly desirable because of many aesthetic attributes such as:

1. The Cooper Union, Astor Place
2. The New York Studio School 8 West 8th Street
3. Grey Art Gallery 100 Washington Square East
4. New York University
5. Washington Square Park, which underwent a major renovation which beautified and increased the amount of green space, playground areas and enhanced park security.

The property is located in an C6-2 and C6-3 Zoning districts in Special Little Italy Area B as shown in zoning map 12c of the Zoning Resolution of the City of New York. The Building Occupancy Classification will be R-2 (Residential). Floors 2-12 will be Use Group 2 Residential; the Cellar will be accessory to Use Group 2.

Other than the possible future development of 298 Mulberry Street as described in the "Zoning Lot Merger" discussion above, the Sponsor has no actual knowledge of any active development plans for properties adjacent to or across the street from the Property on Bleecker Street or Mulberry Street.

The building is not a landmark and is not located in a landmark district.

SCHEDULE A

40 BLEECKER STREET CONDOMINIUM
40 Bleecker Street, New York, NY 10012
Schedule of Purchase Prices and Other Related Information
Projected First Year of Condominium Operation December 1, 2019 to November 30, 2020)

4/6/2017

Floor/ Unit	No. of Bedrooms/ Bathrooms (1)	Square Footage (2)	Private Terrace Area	Total Gross Sq. Ft.	Offering Price (3)	Percentage of Common Interest (4)	Percentage of Residential Interest (4)	Estimated Monthly Common Charges (5)	Estimated Monthly Real Estate Taxes (6)	Estimated Total Carrying Charges	
										Monthly	Annually
Residential Units											
2A	2BD/2.5BR	1,506	81	1,587	4,100,000	1.4553%	1.6149%	2,217.89	2,620.11	4,838.00	58,056.00
2B	3BD/3.5BR	1,941		1,941	5,060,000	1.8508%	2.0538%	2,820.67	3,332.16	6,152.83	73,833.96
2C	2BD/2BR Super	1,093		1,093	140,555	1.0422%	1.1565%	1,588.33	1,876.36	3,464.69	41,576.28
2D	2BD/2.5BR	1,220		1,220	3,225,000	1.1633%	1.2909%	1,772.91	2,094.39	3,867.30	46,407.60
2E	1BD/1BR	695		695	1,820,000	0.6627%	0.7354%	1,009.99	1,193.12	2,203.11	26,437.32
2F	2BD/2.5BR	1,525	85	1,610	4,075,000	1.4744%	1.6361%	2,247.01	2,654.49	4,901.50	58,818.00
2G	2BD/2BR	1,232	64	1,296	3,365,000	1.1900%	1.3205%	1,813.56	2,142.46	3,956.02	47,472.24
3A	2BD/2.5BR	1,506		1,506	3,999,000	1.4360%	1.5935%	2,188.50	2,585.36	4,773.86	57,286.32
3B	3BD/3.5BR	1,941		1,941	5,165,000	1.8508%	2.0538%	2,820.67	3,332.16	6,152.83	73,833.96
3C	2BD/2BR	1,093		1,093	2,950,000	1.0422%	1.1565%	1,588.33	1,876.36	3,464.69	41,576.28
3D	2BD/2.5BR	1,220		1,220	3,320,000	1.1633%	1.2909%	1,772.91	2,094.39	3,867.30	46,407.60
3E	1BD/1BR	695		695	1,925,000	0.6627%	0.7354%	1,009.99	1,193.12	2,203.11	26,437.32
3F	2BD/2.5BR	1,484		1,484	4,045,000	1.4151%	1.5703%	2,156.64	2,547.73	4,704.37	56,452.44
3G	1BD/1BR	652		652	1,775,000	0.6217%	0.6899%	947.50	1,119.30	2,066.80	24,801.60
3H	1BD/1BR	743		743	2,025,000	0.7085%	0.7862%	1,079.76	1,275.58	2,355.34	28,264.08
4A	2BD/2.5BR	1,506		1,506	4,095,000	1.4360%	1.5935%	2,188.50	2,585.36	4,773.86	57,286.32
4B	3BD/3.5BR	1,941		1,941	5,265,000	1.8508%	2.0538%	2,820.67	3,332.16	6,152.83	73,833.96
4C	2BD/2BR	1,093		1,093	3,045,000	1.0422%	1.1565%	1,588.33	1,876.36	3,464.69	41,576.28
4D	2BD/2.5BR	1,220		1,220	3,425,000	1.1633%	1.2909%	1,772.91	2,094.39	3,867.30	46,407.60
4E	1BD/1BR	695		695	2,025,000	0.6627%	0.7354%	1,009.99	1,193.12	2,203.11	26,437.32
4F	2BD/2.5BR	1,484		1,484	4,145,000	1.4151%	1.5703%	2,156.64	2,547.73	4,704.37	56,452.44
4G	1BD/1BR	652		652	1,875,000	0.6217%	0.6899%	947.50	1,119.30	2,066.80	24,801.60
4H	1BD/1BR	743		743	2,125,000	0.7085%	0.7862%	1,079.76	1,275.58	2,355.34	28,264.08
5A	2BD/2.5BR	1,506		1,506	4,195,000	1.4360%	1.5935%	2,188.50	2,585.36	4,773.86	57,286.32
5B	3BD/3.5BR	1,941		1,941	5,375,000	1.8508%	2.0538%	2,820.67	3,332.16	6,152.83	73,833.96
5C	2BD/2BR	1,093		1,093	3,145,000	1.0422%	1.1565%	1,588.33	1,876.36	3,464.69	41,576.28
5D	2BD/2.5BR	1,220		1,220	3,525,000	1.1633%	1.2909%	1,772.91	2,094.39	3,867.30	46,407.60
5E	1BD/1BR	695		695	2,125,000	0.6627%	0.7354%	1,009.99	1,193.12	2,203.11	26,437.32
5F	2BD/2.5BR	1,484		1,484	4,245,000	1.4151%	1.5703%	2,156.64	2,547.73	4,704.37	56,452.44
5G	1BD/1BR	652		652	1,975,000	0.6217%	0.6899%	947.50	1,119.30	2,066.80	24,801.60
5H	1BD/1BR	743		743	2,225,000	0.7085%	0.7862%	1,079.76	1,275.58	2,355.34	28,264.08
6A	2BD/2.5BR	1,506		1,506	4,395,000	1.4360%	1.5935%	2,188.50	2,585.36	4,773.86	57,286.32

SCHEDULE A

40 BLEECKER STREET CONDOMINIUM
40 Bleecker Street, New York, NY 10012
Schedule of Purchase Prices and Other Related Information
Projected First Year of Condominium Operation December 1, 2019 to November 30, 2020)

4/6/2017

Floor/ Unit	No. of Bedrooms/ Bathrooms (1)	Square Footage (2)	Private Terrace Area	Total Gross Sq. Ft.	Offering Price (3)	Percentage of Common Interest (4)	Percentage of Residential Interest (4)	Estimated Monthly Common Charges (5)	Estimated Monthly Real Estate Taxes (6)	Estimated Total Carrying Charges	
										Monthly	Annually
6B	3BD/3.5BR	1,941		1,941	5,575,000	1.8508%	2.0538%	2,820.67	3,332.16	6,152.83	73,833.96
6C	2BD/2BR	1,093		1,093	3,330,000	1.0422%	1.1565%	1,588.33	1,876.36	3,464.69	41,576.28
6D	3BD/3BR	1,634		1,634	5,250,000	1.5581%	1.7290%	2,374.60	2,805.19	5,179.79	62,157.48
6E	3BD/3.5BR	1,872		1,872	6,325,000	1.7850%	1.9808%	2,720.42	3,213.69	5,934.11	71,209.32
6F	2BD/2.5BR	1,324		1,324	4,175,000	1.2625%	1.4010%	1,924.12	2,272.99	4,197.11	50,365.32
7A	2BD/2.5BR	1,506		1,506	4,495,000	1.4360%	1.5935%	2,188.50	2,585.36	4,773.86	57,286.32
7B	3BD/3.5BR	1,941		1,941	5,700,000	1.8508%	2.0538%	2,820.67	3,332.16	6,152.83	73,833.96
7C	2BD/2BR	1,093		1,093	3,445,000	1.0422%	1.1565%	1,588.33	1,876.36	3,464.69	41,576.28
7D	3BD/3BR	1,634		1,634	5,345,000	1.5581%	1.7290%	2,374.60	2,805.19	5,179.79	62,157.48
7E	3BD/3.5BR	1,872		1,872	6,400,000	1.7850%	1.9808%	2,720.42	3,213.69	5,934.11	71,209.32
7F	2BD/2.5BR	1,324		1,324	4,265,000	1.2625%	1.4010%	1,924.12	2,272.99	4,197.11	50,365.32
8A	2BD/2.5BR	1,506		1,506	4,595,000	1.4360%	1.5935%	2,188.50	2,585.36	4,773.86	57,286.32
8B	3BD/3.5BR	1,941		1,941	5,760,000	1.8508%	2.0538%	2,820.67	3,332.16	6,152.83	73,833.96
8C	2BD/2BR	1,093		1,093	3,535,000	1.0422%	1.1565%	1,588.33	1,876.36	3,464.69	41,576.28
8D	3BD/3BR	1,634		1,634	5,445,000	1.5581%	1.7290%	2,374.60	2,805.19	5,179.79	62,157.48
8E	3BD/3.5BR	1,872		1,872	6,500,000	1.7850%	1.9808%	2,720.42	3,213.69	5,934.11	71,209.32
8F	2BD/2.5BR	1,324		1,324	4,365,000	1.2625%	1.4010%	1,924.12	2,272.99	4,197.11	50,365.32
9A	2BD/2.5BR	1,506		1,506	4,695,000	1.4360%	1.5935%	2,188.50	2,585.36	4,773.86	57,286.32
9B	3BD/3.5BR	1,941		1,941	5,855,000	1.8508%	2.0538%	2,820.67	3,332.16	6,152.83	73,833.96
9C	2BD/2BR	1,093		1,093	3,665,000	1.0422%	1.1565%	1,588.33	1,876.36	3,464.69	41,576.28
9D	3BD/3BR	1,634		1,634	5,545,000	1.5581%	1.7290%	2,374.60	2,805.19	5,179.79	62,157.48
9E	3BD/3.5BR	1,872		1,872	6,600,000	1.7850%	1.9808%	2,720.42	3,213.69	5,934.11	71,209.32
9F	2BD/2.5BR	1,324		1,324	4,465,000	1.2625%	1.4010%	1,924.12	2,272.99	4,197.11	50,365.32
PH A	4BD/4.5BR	2,936	896	3,832	10,185,000	3.0133%	3.3441%	4,592.76	5,425.11	10,017.87	120,214.44
PH B	2BD/2.5BR	1,885	792	2,677	6,565,000	1.9862%	2.2042%	3,027.23	3,575.93	6,603.16	79,237.92
PH C	4BD/4.5BR	2,855	234	3,089	9,985,000	2.7782%	3.0832%	4,234.44	5,001.84	9,236.28	110,835.36
PH D	5BD/5.5BR	4,094	1,755	5,849	13,025,000	4.3223%	4.7966%	6,587.61	7,781.82	14,369.43	172,433.16
PH E	4BD/4.5BR	3,528	830	4,358	14,800,000	3.5621%	3.9531%	5,429.16	6,413.16	11,842.32	142,107.84
PH F	3BD/3.5BR	2,654	1,016	3,670	9,900,000	2.7730%	3.0773%	4,226.34	4,992.48	9,218.82	110,625.84
61	**Residential Total**	92,646	5,753	98,399	283,984,555	89.7131%	99.5545%	136,727.36	161,518.43	298,245.79	3,578,949

SCHEDULE A

40 BLEECKER STREET CONDOMINIUM
40 Bleecker Street, New York, NY 10012
Schedule of Purchase Prices and Other Related Information
Projected First Year of Condominium Operation December 1, 2019 to November 30, 2020)

4/6/2017

Floor/ Unit	No. of Bedrooms/ Bathrooms (1)	Square Footage (2)	Private Terrace Area	Total Gross Sq. Ft.	Offering Price (3)	Percentage of Common Interest (4)	Percentage of Residential Interest (4)	Estimated Monthly Common Charges (5)	Estimated Monthly Real Estate Taxes (6)	Estimated Total Carrying Charges	
										Monthly	Annually
Garage Parking Space Units											
GPS 1		153		153	300,000	0.0365%	0.0405%	55.62	60.14	115.76	1,389.12
GPS 2		153		153	300,000	0.0365%	0.0405%	55.62	60.14	115.76	1,389.12
GPS 3		153		153	300,000	0.0365%	0.0405%	55.62	60.14	115.76	1,389.12
GPS 4		153		153	300,000	0.0365%	0.0405%	55.62	60.14	115.76	1,389.12
GPS 5		153		153	300,000	0.0365%	0.0405%	55.62	60.14	115.76	1,389.12
GPS 6		153		153	300,000	0.0365%	0.0405%	55.62	60.14	115.76	1,389.12
GPS 7		153		153	300,000	0.0365%	0.0405%	55.62	60.14	115.76	1,389.12
GPS 8		153		153	300,000	0.0365%	0.0405%	55.62	60.14	115.76	1,389.12
GPS 9		153		153	300,000	0.0365%	0.0405%	55.62	60.14	115.76	1,389.12
GPS 10		153		153	300,000	0.0365%	0.0405%	55.62	60.14	115.76	1,389.12
GPS 11		153		153	300,000	0.0365%	0.0405%	55.62	60.14	115.76	1,389.12
11	**Garage Total**	1,683	0	1,683	3,300,000	0.4015%	0.4455%	611.82	661.54	1,273.36	15,280
Residential & Garage Parking Spaces		94,329	5,753	100,082	287,284,555	90.1146%	100.0000%	137,339	162,179.97	299,519.15	3,594,230
1	**Commercial Unit**	10,367		10,367		9.8854%		4,804.02	16,288.13	21,092.15	253,106
73	**TOTAL UNITS**	104,696	5,753	110,449	287,284,555	100.0000%	100.0000%	142,143.20	178,468.10	320,611.30	3,847,336

Parking Space Lease/Storage Locker Licenses		Price	Monthly Rent
Accessible Parking Space	1	300,000	55.64
Each Storage Locker	1	35,000	30.00
Total Storage Lockers	40	1,400,000	1,200.00

GRAND TOTAL	288,984,555

FOOTNOTES TO SCHEDULE A

1. The number of bedrooms and bathrooms for each Unit was determined by Sponsor's architect in accordance with industry practice for newly constructed residential apartment buildings and does not necessarily conform to the zoning room count or the method utilized by the Real Estate Board of New York. A bathroom with a sink, toilet and either a shower or a tub is counted as one bathroom. A bathroom with a sink, toilet and neither a shower nor a tub is counted as a half bathroom.

Private Terraces are appurtenant to certain Residential Units, namely at the Floor 2 level for Units 2A, 2F and 2G and on Floors 10, 11 and 12 for Units PH A, PH B, PH C, PH D, PH E and PH F as shown in Schedule A and in the Floor Plans set forth in Part II of the Plan. The Private Terraces are Residential Limited Common Elements available for the exclusive use of the Unit Owners of the Units to which such Private Terraces are appurtenant subject to and in accordance with the Condominium Documents in effect from time to time.

2. Floor plans depicting the layouts of typical units are contained in Part II of this Plan. The square footages are based on plans drawn by Rawlings Architects, P.C., the Sponsor's Architect. All dimensions shown on such plans are approximate and subject to construction variances within reasonable tolerances. Plans and dimensions may also contain minor variations from floor to floor. Since the Residential Units are measured from the exterior surface of the exterior walls of the Building to the exterior side of the finished surface of the walls and partitions separating such Unit from stairs, elevators, corridors and other mechanical equipment spaces and the centerline of walls and partitions separating such Units from other Units, the square footages substantially exceed the usable floor area of the Units. There is a rebuttable presumption that a reduction in any Unit or parking space area of 5% or less or any increase in the size of any Unit or room contained in a Unit or a decrease of 25% or less or any increase in the size of any Storage Locker allocated to a Unit is not material. As long as the layout and dimensions of a Unit conform substantially to the Plans and Specifications, a Purchaser will not be excused from purchasing a Unit by reason of a minor, non-material deviation or change and will not have any claim against Sponsor as a result thereof, but purchasers should be aware that a loss of 5% or less in areas such as bathrooms, closets, powder rooms and hallways may negatively impact the purchaser's use and enjoyment of the Unit. Each Unit should be inspected to determine its actual dimensions, layout and physical condition prior to Closing.

The square footage areas of the Accessible Parking Space and Storage Lockers which are to be allocated to various Unit owners pursuant to an Accessible Parking Space Lease and Storage Locker License Agreements are not included in the calculation of each Unit's percentage interest in common elements or in the calculation of Common Expenses. The Accessible Parking Space Lease and Storage Locker License Agreements must be purchased from the Sponsor with payment of a purchase price (see Note 3), and will require payment of monthly rent/license fees to the Condominium in addition to Common Charges (see Note 5.)

3. The purchase prices and other terms of sale for the Residential Units, the Garage Parking Space Units, the Accessible Parking Space Lease and the Storage Locker Licenses (as more fully set forth in the Section of the Plan entitled "Changes in Prices and Units") may be negotiated by Sponsor and, therefore, may be changed. Accordingly, Purchasers may pay different purchase prices for similar Units. The effect of this, as well as the right of Sponsor to change purchase prices, is more particularly discussed in the Section entitled "Changes in Prices and Units." In addition to the payment of the purchase price, each Purchaser will be responsible for the payment of certain closing costs and expenses at the time of Closing, as explained in the Section entitled "Unit Closing Costs and Adjustments." If a Purchaser obtains a mortgage loan, Purchaser will be responsible for the payment of additional closing costs and expenses relating to such loan. There will be an apportionment of certain charges relating to the Unit at the Closing. **THESE PRICES**

HAVE BEEN SET BY SPONSOR AND ARE NOT SUBJECT TO REVIEW OR APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENT AGENCY. For an explanation of conditions affecting these prices, see the section of this Plan entitled "Changes in Prices and Units".

One of the Residential Units may be assigned the Accessible Parking Space for the exclusive use by the owner of that Unit pursuant to an Accessible Parking Space Lease. Some of the Residential Units may be assigned a Storage Locker for the exclusive use by the owner of that Unit pursuant to a Storage Locker License Agreement. The purchaser of the Unit to which the Accessible Parking Space or a Storage Locker is assigned will be obligated to pay to the Sponsor the respective Purchase Price for such Accessible Parking Space or Storage Locker as set forth on Schedule A. The unassigned Accessible Parking Space or Storage Locker will be used as determined by the Sponsor for as long as the Sponsor owns any Unit in the Condominium. The Sponsor shall have the right to lease the unassigned Accessible Parking Space or grant a right to use any unassigned Storage Locker, in which event any rent or other charges received by the Sponsor shall be the Sponsor's sole property. The Sponsor shall have the right to assign the Accessible Parking Space Lease and any Storage Locker License Agreement, to any owner or purchaser of a Residential Unit, or to require the Condominium Board to enter into an Accessible Parking Space Lease or Storage Locker License Agreement with such Unit Owner or Purchaser, who shall be obligated to pay to the Sponsor the Parking Space Purchase Price as set forth on Schedule A.

Under the terms of the Plan, Purchasers are responsible for the payment at the Closing of the New York State Real Estate Transfer Tax and the New York City Real Property Transfer Tax (collectively, the "Real Property Transfer Taxes") and the $125.00 filing fee for the New York City Equalization and Assessment Form due on the transfer of Units to the Purchasers by Sponsor. **THESE ARE STATUTORY OBLIGATIONS OF A SELLER OF REAL PROPERTY, AND THE SHIFTING OF THE OBLIGATIONS FROM SPONSOR AS SELLER TO THE PURCHASER IS DEEMED ADDITIONAL TAXABLE CONSIDERATION TO THE SELLER**. Purchasers shall execute the required transfer tax returns and related forms in connection with the payment of the foregoing taxes.

The amounts shown for Units do not include the New York State Mansion Tax, which is imposed upon purchasers of residential property where the purchase price exceeds $1,000,000. For these units, the 1% tax is calculated based upon the sum of the purchase price and the additional consideration deemed received by Sponsor by reason of the Purchaser's payment of the Real Property Transfer Taxes.

Sponsor may be entitled to credits for the amount of Real Property Transfer Taxes paid upon the conveyance of the Units or for certain mortgage taxes for purchasers who obtain mortgages; these credits shall inure to the benefit of Sponsor, and shall not affect the amount of reimbursement or payment to be made by the Purchaser to Sponsor, or at Sponsor's direction, as set forth in the foregoing paragraph.

4. The respective percentage interest of each Unit in the Common Elements has been determined based upon method (iv) contained in Section 339(i) of the Condominium Act, that is, upon floor space subject to location of such space and additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for the exclusive or shared use and the overall dimensions of the particular Unit.

The dimensions of the Units, based on the square footage calculations prepared by the Sponsor's Architect, include both the "living" areas of the apartments and the additional space of Private Terraces which are Residential Limited Common Elements to such Units in the column marked "Exterior Area." The square footage areas for the Garage Parking Space Units shall consist of the area contained within the painted lines of each Garage Parking Space Unit. Solely for purposes of the calculation of the Units' percentage interest in common elements, which determines the Units' share of Common Expenses and voting rights,

these exterior square footage areas and the areas of the Garage Parking Space Units have been adjusted at twenty-five (25%) of apartment areas. These square footage adjustments are based on the opinion of the Selling Agent.

5. The Projected Common Charges are based upon the "Projected Budget for First Year of Condominium Operation" (Schedule B) on the assumption that the first year of condominium operation will be from December 1, 2019 - November 30, 2020. The actual first year of operation may be earlier or later than that year. The figures shown do not include the cost of individually metered electricity, the cost of telephone or cable television or internet service or the costs to maintain the interior of the Unit. A Unit Owner who obtains a mortgage loan to purchase a Unit will also pay the debt service on that mortgage.

The Accessible Parking Space Lease will require payment of rent to the Condominium in the same amount as the Common Charges payable by owners of Garage Parking Space Units from time to time, projected herein at $55.64 per month. The Storage Locker License Agreements will require payment of rent to the Condominium in the initial amount of $30.00 per month. These payments are separate from common charges due on Residential Units, and will be adjusted in proportion to changes in common charges over time.

6. Projected real estate taxes for the Units are based upon the projections prepared by Marcus & Pollack LLP, Sponsor's tax consultant contained in its opinion in Part I of this Plan. It is estimated that the aggregate real estate taxes attributable to all Residential and Garage Parking Space Unit Owners for the first year of Condominium Operation will total approximately **$1,946,011** based on the projection that the real estate taxes for the entire Property will total $2,141,605 for the period from December 1, 2019 - November 30, 2020, based on projected annual July 1, 2019 - June 30, 2020 and July 1, 2020 - June 30, 2021 real estate taxes for the entire Property of $1,956,649 and $2,400,543 respectively. Such real estate tax opinion assumes (a) a taxable assessed valuation and transitional (taxable) assessed valuation for the entire Property for the tax year July 1, 2019 - June 30, 2020 $15,177,232 and with a projected tax rate for the entire Property of 12.892%; (b) a taxable assessed valuation and transitional (taxable) assessed valuation for all of the Residential Units and Garage Parking Space Units for the tax year July 1, 2020 - June 30, 2021 totaling of $17,094,819 and with a projected tax rate of 12.892% for the Residential Units and 10.574% for the Garage Parking Space Units and the Commercial Unit. It is noted in that tax opinion letter, however, that the portion of the projected assessed valuation for the first year of condominium ownership from December 1, 2019 - June 30, 2020 is based on the assumption that the project will be 80% completed on the January 5, 2019 taxable status date governing the City's 2019 - 2020 assessment roll. As set forth in that tax opinion letter, estimated aggregate full real estate taxes attributable to all Residential and Garage Parking Space Unit Owners for the projected July 1, 2019 - June 30, 2020 fiscal year are estimated to total approximately **$2,202,098** assuming (a) an assessed valuation for all Residential Units for the tax year July 1, 2020 - June 30, 2021 of $17,018,648 and with a projected tax rate of 12.892%, and (b) an assessed valuation for all Garage Parking Space Units for the tax year July 1, 2020 - June 30, 2021 of $76,171and with a projected tax rate of 10.574%. The estimated taxes for each Unit in the Building were then multiplied by each Unit's percentage interest in Common Elements.

Accordingly, the estimated real estate taxes payable for the Residential Units for the first year of Condominium operations are projected to be approximately 88% of what the real estate taxes will be for the City's 2020-2021 tax year.

The estimated taxes for each Unit in the Building were then multiplied by each Unit's percentage interest in Common Elements.

Starting with the tax year for which assessments are fixed after the recording of the Declaration, each

Unit will be taxed as a separate tax lot for real estate purposes. A Unit Owner will not be responsible for the payment of real estate taxes assessed against other Units, nor will a Unit be subject to a lien arising out of the non-payment of real estate taxes assessed against other Units.

The full amount of real estate taxes payable by Unit Owners with respect to their Units is deductible for income tax purposes but may vary due to changes in the assessed value, the tax rate or the method of assessing real property. In addition, and subject to certain exceptions and limitations, a Unit Owner who itemizes deductions is entitled under present law to deduct for Federal and New York State income tax purposes the amount paid by the Unit Owner on account of interest on any mortgage indebtedness covering the Unit, if the Unit is his primary or secondary residence. Any such tax deductions may vary in future years due to changes in the interest rate on the unit owner's mortgage (if any) or from changes in the allocation of constant debt service payments to interest and principal.

For further information, see the Sections of the Plan entitled "Real Estate Taxes," "Income Tax Deductions to Unit Owners and Tax Status of the Condominium" and "Real Estate Tax Opinion of Sponsor's Counsel".

7. The Total Projected Carrying Charges are the sum of the projected common charges and the projected real estate taxes for each Unit.

SCHEDULE B

BUDGET FOR THE FIRST YEAR OF CONDOMINIUM OPERATION (DECEMBER 1, 2019 TO NOVEMBER 30, 2020)

ESTIMATED INCOME

Residential Unit Common Charges (Note 1)	$1,640,728
Garage Parking Space Units Common Charges (Note 1)	$7,343
Commercial Unit Common Charges (Note 1)	$57,648
Accessible Parking Space Rent (Note 2)	$668
Storage Locker License Fees (Note 2)	$14,400
TOTAL ESTIMATED INCOME	$1,720,787

ESTIMATED EXPENSES	Residential & Garage Parking Units	Commercial Unit	Total
Payroll and Related Expenses (Note 3)	$688,346	$10,223	$698,569
Gas (Cooking & Hot Water) (Note 4)	$62,637	$0	$62,637
Electricity (Note 5)	$169,880	$0	$169,880
Water and Sewer Charges (Note 6)	$86,385	$0	$86,385
Repairs, Maintenance and Supplies (Note 7)	$48,764	$1,236	$50,000
Service Contracts (Note 8)	$213,354	$4,646	$218,000
Insurance (Note 9)	$114,896	$12,604	$127,500
Management Fees (Note 10)	$45,057	$4,943	$50,000
Superintendent's Unit (Note 11)	$41,453	$4,547	$46,000
Professional Fees (Note 12)	$13,517	$1,483	$15,000
Administrative Expenses (Note 13)	$27,034	$2,966	$30,000
Contingency (Note 14)	$150,326	$16,490	$166,816
TOTAL ESTIMATED EXPENSES	$1,661,649	$59,138	$1,720,787

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

NOTES TO SCHEDULE B

1. **Common Charges**. Amounts are projected on the assumption that the First Year of Condominium Operation will be the year from December 1, 2019 to November 30, 2020. The actual First Year of Condominium Operation may begin earlier or later than that year. In the event the actual or anticipated commencement date of the projected First Year of Condominium Operation is to be delayed by six (6) months or more, Sponsor will amend the Plan to include a revised budget with updated projections. If monthly Common Charges in the amended budget exceed those in the latest projected budget set forth in the Plan by 25% or more, Sponsor will offer all Purchasers (other than Purchasers who are then in default beyond any applicable grace period under their Purchase Agreements, if the Plan has been declared effective) the right to rescind their Purchase Agreements within 15 days of the Presentation Date of the amendment containing such revised budget. If the First Closing does not occur within twelve (12) months after the date set forth in Schedule B as the commencement date for the projected First Year of Condominium Operation in effect on the date a Purchaser and Sponsor entered into an Purchase Agreement, Sponsor will offer those affected Purchasers only (other than Purchasers who are then in default beyond any applicable grace period under their Purchase Agreements, if the Plan has been declared effective) the right to rescind their Purchase Agreements within 15 days of the Presentation Date of the amendment disclosing Sponsor's failure to close within such time frame. Any Purchasers electing rescission pursuant to such offer will have their down payments and any interest accrued thereon returned, except for funds expended by or reimbursed to Sponsor for upgrades, extras or custom work which will not be returned to Purchaser unless the rescission right results from the failure or inability of the Sponsor to close title to the Unit as provided in the Plan and Purchase Agreement. However, if the First Unit closing occurs on or before December 1, 2020 (or such other date projected as the date of commencement of the operation at the time the Purchase Agreement was entered into), the Sponsor is not obligated to schedule any other Purchaser's closing within any specified time frame or to ensure that closing of title to any other purchaser's Unit will occur by any date certain, and the Sponsor may schedule the closing of title to other Units significantly later than such date. In such case, Purchaser will not be entitled to a right of rescission nor excused from paying the full purchase price or entitled to make claims against the Sponsor as discussed in t the Section entitled "Procedure to Purchase." Purchasers' rights as described in this paragraph are in lieu of any other rights or remedies which may be available pursuant to any applicable law, regulation, statute or otherwise, all of which shall be deemed to have been waived by all Purchasers.

Generally, Common Expenses have been allocated among the Units on the basis of percentage interest in the Common Elements. Generally, the Residential Units are responsible, in the aggregate, for 89.7131% of all Common Expenses, the Garage Parking Space Units, in the aggregate, for 0.4015% of all Common Expenses, and the Commercial Unit for 9.8854% of all Common Expenses. As authorized by § 339-m of the Condominium Act and in Section 5.11 of the By-Laws, however, not all expenses of the Condominium are shared by all Unit Owners according to their respective common interests. Certain Common Expenses, generally those relating to Residential Common Elements, have been specially allocated to the Residential Units and Garage Parking Space Units, with the Residential Units are responsible, in the aggregate, for 99.5545% of all Residential Common Expenses and the Garage Parking Space Units, in the aggregate, for 0.4455% of all Residential Common Expenses and with no share paid by the Commercial Unit to reflect a special allocation to the Commercial Unit as a non-residential Unit. Certain of these Common Expenses, generally those relating to Residential Limited Common Elements will be apportioned to the Unit to which such Residential Limited Common Elements are appurtenant to reflect the special or exclusive use or availability or exclusive control of such areas by particular Unit Owners and with no share paid by the Commercial Unit or the other Unit Owners. Schedule B shows the Commercial Unit's share of each expense item and the Notes below describe the various allocations.

Sponsor reserves the right, in its sole and absolute discretion, to waive the collection of Common

Charges from Purchasers under the Plan for a Waiver Period beginning from the date of the First Closing until Sponsor, in its sole discretion determines, provided, however, that Sponsor shall be solely responsible for the payment of all expenses to operate the Building during the Waiver Period, with certain expenses such as real estate taxes (before Units are separately assessed), costs of alterations, additions or improvements to the Common Elements and specially allocated costs are excluded from this waiver and Sponsor obligation and remain the Unit Owners' obligation. See the "Rights and Obligations of Sponsor" section of the Plan.

2. **Rent and License Fees**. Accessible Parking Space Lease Rent represents rent to be levied against and collected from the Unit Owner that will lease the Accessible Parking Space from the Condominium. The projected rent is $55.64 per month, the same amount as the projected monthly common charges for Garage Parking Space Units. Storage Locker License Fees represent fees to be levied against and collected from the Unit Owners that will enter into Storage Locker License Agreements with the for one of the forty (40) storage lockers. The projected fee payable to the Condominium pursuant to the Storage Locker License Agreement for each storage locker is $30.00 per month.

3. **Payroll and Related Expenses** ($698,569). Unless otherwise noted in these footnotes, for purposes of estimating all payroll costs in Schedule B, it has been assumed that employees will not be members of an organized labor union. All wage, salary and benefit costs, including applicable payroll taxes reflect that assumption.

The payroll taxes and benefits include FICA, Federal unemployment, New York State unemployment insurance, workers' compensation, and disability insurance at rates currently in effect. The level of staffing described in this Schedule B complies with all applicable housing and labor laws.

No warranty is made with respect to the Building employees right to organize or the actual wages, salaries, benefits and related payroll taxes and similar expenses which will be applicable and in effect during the First Year of Condominium Operation. However, the projected expenses for wages, salaries and benefits as well as the assumptions described herein, are believed to be reasonable and reflect the experience of Sponsor's budget expert, Douglas Elliman Property Management, in managing comparable buildings.

The wage and salary estimates included in Common Expenses are detailed as follows:

Position		Wages Per Person
1	Superintendent	$ 75,000 per annum
4.2	Lobby Attendants	$ 47,956 per annum
2.8	Concierges	$ 47,956 per annum
2	Porter	$ 47,956 per annum

In addition, 10 days per year of vacation, sick days and personal days and projected health insurance coverage have been allowed for each of the employees and have been included in the total payroll and related expenses.

The payroll and related expenses for the Superintendent have been allocated to all Unit Owners. Since only part of the Superintendent's services relate to maintenance of the General Common Elements, and part to maintenance of Residential Common Elements and Residential Units, this allocation represents an excess payment by the Commercial Unit Owner, in part in consideration of the Commercial Unit bearing no share of any of the expense for other employees of the Condominium, even if such employees perform certain de minimus services that benefit the Commercial Unit. The payroll and related expenses for all other employees have been allocated to the Residential Units and Garage Parking Space Units as a Residential Common Expense.

4. **Gas (Heating, Hot Water and Cooking)** ($62,637). The estimates and projections of gas consumption for heating, hot water and cooking purposes are described in a letter from Plus Group Consulting Engineering PLLC, 32 Broadway, Suite 1601, NY, NY, 10004 dated November 29, 2016. The letter reflects an estimated annual consumption for the Residential Units and Common Elements of approximately 32,868 therms per year at the rate of $1.65 per therm. Costs include a 10% delivery charge. For the purposes of this budget, the cost estimated by Plus Group has been increased by 10% to allow for fluctuation in the per therm cost that may be incurred during the First Year of Condominium Operation. It is believed that the budgeted figure will be sufficient to cover any reasonable increase in the cost of gas during the projected First Year of Condominium Operation. However, no budget item is warranted.

It is impossible to predict whether the budgeted figure will reflect the actual cost of gas for the actual First Year of Condominium Operation. This cost will vary with both the level of consumption of gas and the rate charged by the utility company. The level of consumption of gas will be affected by the severity of the weather and any conservation measures (such as staggering the hours of heating and lowering the temperature of the heat and hot water, etc.) adopted by the Board. Any projection of future costs therefore is difficult.

These estimates do not include heat or hot water to the Commercial Unit. Retail stores in the Commercial Unit will be provided with temporary electric unit heaters pending tenant build out. This expense is allocated to the Residential Units and Garage Parking Space Units as a Residential Common Expense.

5. **Electricity** ($169,880). The amount set forth is the estimate for the electricity consumed by the Common Elements, including Residential Common Elements. There will be one or more Con Edison master meters servicing the entire building. The cost for electricity for the Common Elements has been specially allocated and apportioned as a Residential Common Expense. Each Residential Unit will have its own meter for lighting and appliance loads as well as for the heating and air conditioning equipment, either directly on separate meters from the utility company servicing the building or via digital metering with billing by the Condominium, and as noted in Schedule B-1. The Commercial Unit shall be separately metered and billed directly by the utility company for all such charges.

The amount set forth in Schedule B for electricity is based on the estimate and projections of consumption for all Common Elements as described in a letter, dated November 29, 2016 from Plus Group Consulting Engineering PLLC which reflects an estimated annual consumption of approximately 639,485 kilowatt hours/year of electricity based on rate of $.23 per kilowatt hour (based on current rates) of electricity including demand charges, fuel adjustment and taxes and surcharges. For the purposes of this budget, the cost estimated by Plus Group has been increased by 10% to allow for fluctuation in the per kilowatt cost that may be incurred during the First Year of Condominium Operation

It is impossible to predict whether the budgeted figure will reflect the actual cost of electricity for the actual First Year of Condominium Operation. This cost will vary with both the level of consumption of electricity and the rate charged by the utility company. The level of consumption of electricity will be affected by the severity of the weather and any conservation measures adopted by the Board. Any projection of future costs therefore is difficult. It is believed that the budgeted figure will be sufficient to cover any reasonable increase in the cost of electricity during the projected First Year of Condominium Operation. However, no budget item is warranted.

6. **Water and Sewer Charges** ($86,385). The budgeted amount constitutes a projection of the water charges and sewer rents that will be payable with respect to the Building. The budgeted amount is based upon the estimate and projection of consumption and rates as described in a letter dated November 29,

2016 from Plus Group Consulting Engineering PLLC which reflects consumption by the Residential Units and Common Elements of 757,778 cubic feet/year at an average water rate of $9.87 per 100 cubic feet. The cost estimate provided by the Plus Group has been increased by 10% to allow for fluctuation in the per cubic foot cost that may be incurred during the First Year of Condominium Operation. Water and sewer estimates are limited to Residential Common Elements and the Residential Units only and therefore the associated costs will only be allocated to the Residential Units. The Commercial Unit will be separately metered or submetered for as necessary.

It is impossible to predict whether the budgeted figure will reflect the actual cost of water and sewer costs for the actual First Year of Condominium Operation. This cost will vary with both the level of consumption of water and the rate charged by the utility company. The level of consumption of gas will be affected by any conservation measures adopted by the Board. Any projection of future costs therefore is difficult. It is believed that the budgeted figure will be sufficient to cover any reasonable increase in the cost of water and sewer during the projected First Year of Condominium Operation. However, no budget item is warranted.

7. **Repairs, Maintenance and Supplies** ($50,000). This figure represents the estimated cost for ordinary maintenance and repairs of the Common Elements, including periodic painting, and supplies such as cleaning supplies, lubricants, bulbs, fixtures, hardware, rubbish compactor bags, etc. used in connection with the operation of the Common Elements.

No amounts have been budgeted for repairs to the roof, the heating, ventilating and air-conditioning system or the Building exterior, and a relatively small amount has been estimated for other repairs, because the Building's roof, the heating, ventilating and air-conditioning system and virtually all of the other Building systems will be new.

The costs for repairs, maintenance and supplies relating to Residential Common Elements and Residential Limited Common Elements, are specially allocated and apportioned as Residential Common Expenses to the Residential Units and Garage Parking Space Units. The Commercial Unit shares solely in the balance of these expenses which are for repairs, maintenance and supplies to General Common Elements. For purposes of this budget, it is assumed that twenty-five (25%) of this budget item relates to General Common Elements. This budget therefore projects that the Commercial Unit will share to the extent of its 9.8854% Percentage of Common Interest in such 25% of this budget item.

These estimates are based on experience of Sponsor's budget expert, Douglas Elliman Property Management in operating comparable new buildings.

8. **Service Contracts** ($218,000). This estimate includes the cost of various services used in or for the Common Elements as set forth below. There is no provision for an elevator maintenance contract as service for the First Year of Condominium Operation is included with the elevator installation/construction contract. The following is a cost estimate for each prospective contract:

Item	**Amount**
Residential/Garage Parking Only	
Exterminating	$4,000
Flowers	$7,500
Generator	$7,000
HVAC	$50,000
Lifeguards	$62,500

Item	Amount
Metal, Wood & Marble Maintenance	$15,000
Pool Maintenance	$12,000
Uniform Laundry	$3,000
Water Treatment	$5,000
Window Washing	$5,000
SUBTOTAL (Residential/Garage Parking)	$171,000
Residential/Garage Parking/Commercial	
Central Station Monitoring	$5,000
Fire Alarm (Protection)	$5,000
Fire Extinguishers	$2,000
Landscaping and Snow Removal	$30,000
Sprinklers	$5,000
SUBTOTAL (Shared)	$47,000
TOTAL	**$218,000**

The costs for service contracts relating to Residential Common Elements and Residential Limited Common Elements are specially allocated and apportioned as Residential Common Expenses to the Residential Units and Garage Parking Space Units. The Commercial Unit shares solely in the balance of these expenses to the extent of its 9.8854% Percentage of Common Interest.

No maintenance or service contracts have been entered into as of the date of the Plan. The budgeted amounts are based on estimates received from contractors and vendors and otherwise or the experience of Sponsor's budget expert, Douglas Elliman Property Management in operating similar buildings. While this Schedule B includes a reasonable allowance for possible increases in costs which may occur prior to and during the First Year of Condominium Operation, no warranty is made that the actual cost for these or other services will be in accordance with this projection.

9. **Insurance** ($127,500). The insurance premiums projected are based on a letter dated November 21, 2016 from Cook Maran Associates, a licensed insurance broker in the State of New York with an address at 17-17 Route 208, Fair Lawn, NJ setting forth the coverage below.

COVERAGE DESCRIPTION			**ESTIMATED PREMIUM**
PROPERTY			$98,000
	LIMIT	**COMMENT**	
Building (including Boiler and Machinery)	$65,000,000		
Replacement Cost		Included	
Coinsurance - Waived	Agreed Amount		
Deductible - each occurrence (fire, wind, theft, water damage, (not flood), etc.)	$25,000		
Special (All Risk) Form		Included	
Demolition	$1,000,000		

COVERAGE DESCRIPTION			**ESTIMATED PREMIUM**
Building Ordinance	$1,000,000		
Business Income/Extra Expense/Rents	$2,000,000		
Flood (1)		Excluded	
Earthquake (2)		Excluded	
Terrorism		Included	
(1) Coverage available for an additional premium.			
It should be noted that subject location is not in a Special Flood Hazard area.			
(2) Coverage available for an additional premium			
COMMERCIAL GENERAL LIABILITY			$12,000
General Aggregate	$2,000,000		
Product-Completed Operations Aggregate	$2,000,000		
Each Occurrence	$1,000,000		
Deductible	None		
Personal and Advertising Injury	$1,000,000		
Damages to Premises Rented to You	$300,000		
Medical Expenses - Any One Person	$5,000		
Employee Benefits Liability - Aggregate/Each Employee	$1,000,000/ $1,000,000		
Hired and Non-Owner Auto Liability	$1,000,000		
Blanket Contractual Liability		Included	
UMBRELLA			$10,000
Each Occurrence	$50,000,000		
Annual Aggregate	$50,000,000		
Deductible	None		
Underlying coverage includes:			
Commercial General Liability, Commercial Auto Liability,			
Employer's Liability and Employee Benefits Liability			
DIRECTORS AND OFFICERS LIABILITY FOR COMMUNITY ASSOCIATION - NOT FOR PROFIT			$5,000
Each Claim - with Defense Cost outside limit;	$1,000,000		
otherwise additional limit for Defense Cost	$1,000,000		
Aggregate applies with Defense Cost outside limit	$1,000,000		
Each Claim - with Defense Cost inside limit;	$2,000,000		
Aggregate applies with Defense Cost inside limit	$2,000,000		
(NOTE: $1,000,000 Aggregate with Defense Costs inside the limit is acceptable in NY and NJ)			
Deductible	None		

COVERAGE DESCRIPTION			ESTIMATED PREMIUM
CRIME			$2,500
Employee Dishonesty	$500,000		
Deductible	$5,000		
TOTAL ESTIMATED ANNUAL INSURANCE PREMIUM			$127,500

The above captioned Property Coverage waives co-insurance (Agreed Amount Clause) and it written on a Replacement Cost Basis. The Property Policy also provides Rental and Boiler and Machinery Coverage. The cost of workers compensation and NYS Disability insurance, if any, is not reflected above; this coverage is included in the cost projections for labor.

The property and comprehensive general liability insurance coverage shall provide: (a) that each unit owner is an additional insured party, (b) that there will be no cancellation without notice to the Condominium Board, (c) a waiver of subrogation, (d) a waiver of invalidity because of acts of the insured and unit owners, and (e) a waiver of pro-rata reduction if unit owners obtain additional coverage.

The projected annual premium for the indicated coverage for the first year of condominium operations is an indication of insurance premiums at current rates. Cook Maran Associates advises that the suggested coverage and premium schedule above adequately meets the insurance needs of the Condominium. It should be understood that these assumptions are for the first year of condominium operation. Between the date of its letter and the date of the First Closing, circumstances in the insurance and financial markets may adversely or positively impact the scope of coverage, limits of liability and premiums. It is not possible to predict whether future premiums will continue at the same rate. Although the projection is believed to be reasonable, insurance premiums are volatile and cannot be guaranteed. Prospective purchasers should be aware, therefore, that insurance premiums could increase depending on market conditions.

This coverage does not include claims for personal injury or property damage resulting from occurrences in individual Units, nor does it include coverage of the furniture or personal property of Unit Owners.

As provided in the last paragraph of Section 5.2 of the By-Laws, each Unit Owner is required to obtain and maintain, at his own expense: (a) separate insurance on contents (i.e., all contents which are not Common Elements, including but not limited to cabinets, furniture and other personal property and belongings) of his Unit, in such amount 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 his Unit or its appurtenant Residential Limited Common Elements. No coverage is provided for such risks in the insurance obtained by the Condominium Board.

10. **Management Fees** ($50,000). At or prior to the First Closing, the Condominium Board will enter into a written management agreement with Douglas Elliman Property Management. The Managing Agent will receive a stated annual fee of $50,000, payable in equal monthly installments. The term will be for two years and will be automatically renewed for intervals of sixty (60) days until canceled by either party hereto on sixty (60) days' prior notice. The Managing Agent will also be entitled to additional fees for certain special services performed by it. All such fees will be paid by the Condominium Board and will be charged to all Unit Owners as a Common Expense. See the "Management Agreement, Contracts and Leases"

section of the Plan for more details. In the opinion of Douglas Elliman Property Management the Managing Agent's fee for the First Year of Condominium Operation is comparable to the fees charged for such services at similar buildings.

11. **Superintendent's Unit** ($46,000). The Board of Managers will own a Residential Unit as a residence for the Superintendent as provided in "The Offer" section of the Introduction. The annual costs and expenses for the Superintendent's Unit, including but not limited to the common charges, real estate taxes, utilities and expenses to maintain, repair, alter and improve the Superintendent's Unit shall be payable by the Condominium Board, on behalf of all Unit Owners, as direct costs of ownership from and after the closing of title to such Superintendent's Unit and as rent to the Sponsor from the date of the First Closing until the conveyance date of the Superintendent's Unit, and are projected to be as follows:

Common Charges	$19,206
Real Estate Taxes	$22,517
Utilities (electric and heating/cooling) and miscellaneous maintenance costs	$4,277
Total	$46,000

12. **Professional Fees** ($15,000). Based upon the estimate of Kleiman & Weinshank, LLP having an address at 2 Penn Plaza, NY, NY 10121, as set forth in a letter dated July 27, 2016, $12,000 has been budgeted for fees to be incurred in connection with the preparation of the audited financial statements for the Condominium's First Year of Condominium Operation and its Federal, New York State and New York City income tax returns. The balance is intended to provide for miscellaneous legal services or other professional services, in each case related to the management of the Condominium such as attendance at Board meetings, preparation of Board minutes and negotiation of minor agreements.

13. **Administrative Expenses** ($30,000). This estimate is included to provide for the estimated cost of miscellaneous administrative and other costs including, but not limited to, inspection fees, license fees, permits, stationery, postage, printing, telephone, cell phone, cable television or other telecommunication expenses, management and staff expense reimbursements and other fees.

14. **Contingency** ($166,816). This budgeted amount will provide for unanticipated expenses or unanticipated increases in one or more of the expenses described above.

If the actual or anticipated date of commencement of condominium operation is to be 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 current projections. For prospective purchasers who entered into Purchase Agreements for Units prior to the date of presentation of such Amendment, such purchasers shall have such rights, and subject to such conditions, as may exist in their Purchase Agreements and the Plan: Sponsor will offer such purchasers the right to rescind their Purchase Agreements if such amended projections exceed the original projections in the December 1, 2019 budget contained in the Offering Plan by twenty-five (25) percent or more. For prospective purchasers who enter into Purchase Agreements after the date of presentation of an Amendment to the Plan , Sponsor will offer such purchasers the right to rescind their Purchase Agreements if such amended projections exceed the original projections in a Schedule B budget contained in that Amendment by twenty-five (25) percent or more. If the First Closing does not occur within twelve (12) months after the date set forth in Schedule B as the commencement date for the projected First Year of Condominium Operation in effect on the date a Purchaser and Sponsor entered into an Purchase Agreement, Sponsor will offer those affected Purchasers only (other than Purchasers who are then in default beyond any applicable grace period under their Purchase Agreements, if the Plan has been declared effective) the right

to rescind their Purchase Agreements within fifteen (15) days of the Presentation Date of the amendment disclosing Sponsor's failure to close within such time frame. Any such right of rescission shall be offered whether or not Sponsor offers to guarantee the previous budget projections, and shall be exercised within fifteen (15) days of the presentation date of such amendment. Sponsor will return any deposit or downpayment to Purchasers who rescind within a reasonable period of time except for funds expended by or reimbursed to Sponsor for upgrades, extras or custom work which will not be returned to Purchaser unless the rescission right results from the failure or inability of the Sponsor to close title to the Unit as provided in the Plan and Purchase Agreement. However, if the First Unit closing occurs on or before December 1, 2020 (or such other date projected as the date of commencement of the operation at the time the Purchase Agreement was entered into), the Sponsor is not obligated to schedule any other Purchaser's closing within any specified time frame or to ensure that closing of title to any other purchaser's Unit will occur by any date certain, and the Sponsor may schedule the closing of title to other Units significantly later than such date. In such case, Purchaser will not be entitled to a right of rescission nor excused from paying the full purchase price or entitled to make claims against the Sponsor as discussed in t the Section entitled "Procedure to Purchase." Purchasers' rights as described in this paragraph are in lieu of any other rights or remedies which may be available pursuant to any applicable law, regulation, statute or otherwise, all of which shall be deemed to have been waived by all Purchasers. Sponsor shall not declare the Plan effective where there are any material changes to the projected budget if these changes have not been disclosed is an amendment to the Plan.

This estimate does not include an estimate for income taxes payable by the Condominium. As discussed in the "Income Tax Opinion of Sponsor's Counsel, more than 85% of the square footage of the Units of the Condominium are expected to be used as residences, including areas used for auxiliary purposes such as storage and areas used for accessory use parking. Accordingly, as discussed in the Sections of the Plan entitled, "Income Tax Deductions to Unit Owners and Tax Status of the Condominium" and "Income Tax Opinion of Sponsor's Counsel," the Condominium may be eligible to elect to be treated as a homeowners association which is not subject to Federal income tax on amounts received as membership dues, fees, or assessments from Residential Unit Owners, for its first taxable year. Absent such election, the status of the Condominium for tax purposes is uncertain. The Condominium may be treated as a conduit for the Unit Owners, rather than a separate taxpayer. If treated as a separate entity, the Condominium may be treated as a partnership for tax purposes, and as such would not be subject to Federal or New York State income tax, but may be subject to the New York City Unincorporated Business Tax. (See the Sections of the Plan entitled, "Income Tax Deductions to Unit Owners and Tax Status of the Condominium" and "Income Tax Opinion of Sponsor's Counsel" for further discussion.) If any Federal and New York City and State income and corporation taxes applicable to the Condominium are due with respect to the First Year of Condominium Operation, including any applicable "minimum" New York City and State income and corporation taxes, such a amounts are projected to be covered by the Contingency.

In the opinion of Douglas Elliman Property Management, the projected income for the Condominium is adequate to meet the estimated expenses for the First Year of Condominium Operation assuming that such first year is the fiscal year commencing December 1, 2019 and the common charges projected in Schedule B payable by the owners of Commercial Unit appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to such Commercial Unit for the projected first year of condominium operation and reflect special or exclusive use or availability or exclusive control of particular common areas. The budget, however, is not intended, and should not be taken, as a guarantee by anyone that the annual Common Charges or Common Expenses for the first or any subsequent year of operation of the Property by the Board will be as set forth in the budget. In fact, it is likely that the actual income and expenses for the First Year of Condominium operation will vary from the amounts shown in the budget.

SCHEDULE B-1

BUDGET
PROJECTED ANNUAL INDIVIDUAL UNIT ENERGY COSTS

By letter dated November 29, 2016, Plus Group Consulting Engineering PLLC provided the estimate of annual electric energy costs for lighting, typical electrical appliances and air conditioning within each apartment.

The amount set forth below are based on the Con Edison rate of $0.23 per KWH. For the purposes of this schedule, the rate has been increased by 10% to allow for fluctuation in the per kilowatt cost that may be incurred during the First Year of Condominium Operation.

Electric consumption estimate are based on following assumptions:

- Lighting and receptacle loads are calculated based on average square footage - 2w/sq.ft; utilization of 50% of the total connected load for approximately 4 hours per day, 365 days per year.

- Appliance loads include TV, computer, refrigerator, dishwasher, and microwave with total load of 12 KW per apartment. The appliance energy use is based on 60% demand factor with 4 hours of use per day.

- Each apartment also includes clothes washer of 8.6 kW. The clothes washer energy use is based on average of 10 hour usage (20 loads) per month.

The estimated electric energy consumption for each unit is tabulated in the following Table:

	Area (sq.ft.)	Load (Kw)	Annual Use (Hrs)	Annual Consump-tion (Kwhr)	Annual Cost $	Projected Annual Cost $ + 10%
UNITS 2A -9A	1,505					
Cooling				1,808	$436.72	
Heating				1,825	$440.81	
Lighting and Receptacles		1.51	1,460	2,197	$530.65	
Kitchen Appliances & Fans		7.20	1,460	10,512	$2,538.65	
Washer		8.60	120	1,032	$249.23	
					$4,196.06	**$4,615.67**
UNITS 2B - 9B	1,943					
Cooling				2,198	$530.82	
Heating				2,131	$514.67	
Lighting and Receptacles		1.94	1,460	2,837	$685.08	
Kitchen Appliances & Fans		7.20	1,460	10,512	$2,538.65	
Washer		8.60	120	1,032	$249.23	
					$4,518.45	**$4,970.30**
UNIT 2C- 9C	1,090					
Cooling				1,600	$386.36	
Heating				1,390	$335.68	

	Area (sq.ft.)	Load (Kw)	Annual Use (Hrs)	Annual Consump-tion (Kwhr)	Annual Cost $	Projected Annual Cost $ + 10%
Lighting and Receptacles		1.09	1,460	1,591	$384.32	
Kitchen Appliances & Fans		7.20	1,460	10,512	$2,538.65	
Washer		8.60	120	1,032	$249.23	
					$3,894.24	**$4,283.66**
UNIT 2D - 5D	1,218					
Cooling				1,733	$418.57	
Heating				1,493	$360.65	
Lighting and Receptacles		1.22	1,460	1,778	$429.45	
Kitchen Appliances & Fans		7.20	1,460	10,512	$2,538.65	
Washer		8.60	120	1,032	$249.23	
					$3,996.55	**$4,396.21**
UNIT 6D - 9D	1,632					
Cooling				2,170	$524.15	
Heating				1,844	$445.22	
Lighting and Receptacles		1.63	1,460	2,383	$575.43	
Kitchen Appliances & Fans		7.20	1,460	10,512	$2,538.65	
Washer		8.60	120	1,032	$249.23	
					$4,332.68	**$4,765.95**
UNIT 2E - 5E	696					
Cooling				1,234	$297.98	
Heating				1,087	$262.56	
Lighting and Receptacles		0.70	1,460	1,016	$245.40	
Kitchen Appliances & Fans		7.20	1,460	10,512	$2,538.65	
Washer		8.60	120	1,032	$249.23	
					$3,593.82	**$3,953.20**
UNIT 6E - 9E	1,873					
Cooling				1,964	$474.28	
Heating				2,023	$488.61	
Lighting and Receptacles		1.87	1,460	2,735	$660.40	
Kitchen Appliances & Fans		7.20	1,460	10,512	$2,538.65	
Washer		8.60	120	1,032	$249.23	
					$4,411.17	**$4,852.29**
UNIT 2F - 5F	1,483					
Cooling				1,644	$396.96	
Heating				1,749	$422.44	
Lighting and Receptacles		1.48	1,460	2,165	$522.89	
Kitchen Appliances & Fans		7.20	1,460	10,512	$2,538.65	
Washer		8.60	120	1,032	$249.23	
					$4,130.17	**$4,543.19**
UNIT 6F - 9F	1,322					
Cooling				1,804	$435.74	

	Area (sq.ft.)	Load (Kw)	Annual Use (Hrs)	Annual Consump-tion (Kwhr)	Annual Cost $	Projected Annual Cost $ + 10%
Heating				1,543	$372.59	
Lighting and Receptacles		1.32	1,460	1,930	$466.12	
Kitchen Appliances & Fans		7.20	1,460	10,512	$2,538.65	
Washer		8.60	120	1,032	$249.23	
					$4,062.33	**$4,468.56**
UNIT 2G	1,228					
Cooling				1,638	$395.61	
Heating				1,432	$345.83	
Lighting and Receptacles		1.23	1,460	1,793	$432.98	
Kitchen Appliances & Fans		7.20	1,460	10,512	$2,538.65	
Washer		8.60	120	1,032	$249.23	
					$3,962.30	**$4,358.53**
UNIT 3G -5G	652					
Cooling				1,108	$267.66	
Heating				966	$233.21	
Lighting and Receptacles		0.65	1,460	952	$229.89	
Kitchen Appliances & Fans		7.20	1,460	10,512	$2,538.65	
Washer		8.60	120	1,032	$249.23	
					$3,518.63	**$3,870.49**
UNIT 3H - 5H	741					
Cooling				1,287	$310.84	
Heating				1,116	$269.62	
Lighting and Receptacles		0.74	1,460	1,082	$261.27	
Kitchen Appliances & Fans		7.20	1,460	10,512	$2,538.65	
Washer		8.60	120	1,032	$249.23	
					$3,629.61	**$3,992.57**
UNIT PH A	2,875					
Cooling				3,268	$789.14	
Heating				3,565	$860.87	
Lighting and Receptacles		2.88	1,460	4,198	$1,013.70	
Kitchen Appliances & Fans		7.20	1,460	10,512	$2,538.65	
Washer		8.60	120	1,032	$249.23	
					$5,451.59	**$5,996.75**
UNIT PH B	1,889					
Cooling				2,779	$671.13	
Heating				2,571	$620.92	
Lighting and Receptacles		1.89	1,460	2,758	$666.04	
Kitchen Appliances & Fans		7.20	1,460	10,512	$2,538.65	
Washer		8.60	120	1,032	$249.23	
					$4,745.97	**$5,220.57**
UNIT PH C	2,843					

	Area (sq.ft.)	Load (Kw)	Annual Use (Hrs)	Annual Consump-tion (Kwhr)	Annual Cost $	Projected Annual Cost $ + 10%
Cooling				4,396	$1,061.52	
Heating				3,854	$930.77	
Lighting and Receptacles		2.84	1,460	4,151	$1,002.41	
Kitchen Appliances & Fans		7.20	1,460	10,512	$2,538.65	
Washer		8.60	120	1,032	$249.23	
					$5,782.58	**$6,360.84**
UNIT PH D	3,969					
Cooling				4,599	$1,110.72	
Heating				5,429	$1,311.11	
Lighting and Receptacles		3.97	1,460	5,795	$1,399.43	
Kitchen Appliances & Fans		7.20	1,460	10,512	$2,538.65	
Washer		8.60	120	1,032	$249.23	
					$6,609.14	**$7,270.05**
UNIT PH E	3,525					
Cooling				4,198	$1,013.82	
Heating				3,841	$927.70	
Lighting and Receptacles		3.53	1,460	5,147	$1,242.88	
Kitchen Appliances & Fans		7.20	1,460	10,512	$2,538.65	
Washer		8.60	120	1,032	$249.23	
					$5,972.28	**$6,569.51**
UNIT PH F	2,653					
Cooling				4,406	$1,064.05	
Heating				4,193	$1,012.66	
Lighting and Receptacles		2.65	1,460	3,873	$935.42	
Kitchen Appliances & Fans		7.20	1,460	10,512	$2,538.65	
Washer		8.60	120	1,032	$249.23	
					$5,800.01	**$6,380.01**

The projected rates are not guaranteed and it must be expected that these rates will increase with the passage of time and may be affected by many factors, which are beyond the control of the Sponsor. Purchasers are advised that the projections are only estimates and actual consumption will be metered and will vary based on the personal needs of occupants and weather conditions.

DouglasElliman EST. 1911 REAL ESTATE

575 MADISON AVENUE
New York, NY 10022
Office: 212.891.7000 | Fax: 212.891.7209
www.elliman.com

COMPLIANCE WITH REAL PROPERY LAW SECTION 339-(i)

April 6, 2017

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

Re: *Condominium Offering Plan for 40 Bleecker*
*40 Bleecker Street, New York, New York (the "**Premises**")*

Gentlemen:

This is with respect to the Plan of Condominium Ownership of the above Premises and the allocation of the Percentage of Common Interest to the respective Units therein.

It is our opinion that the allocation of Percentages of Common Interest allocated to the respective Units as set forth in the Schedule A of the Plan of Condominium Ownership re in compliance with the regulations issued pursuant to Real Property Law Article 9-B, Section 339-i.

We have determined that the Sponsor has used the method contained in Section 339-i(1)(iv) of the New York Condominium Act, that is based upon floor space subject to relative value to the other space in the Condominium, the uniqueness of the Unit, the availability of the common elements for exclusive or shared use, and the overall dimensions of the particular Unit.

A principal of Douglas Elliman, LLC has been engaged in the real estate and the brokerage business for over thirty (30) years in the New York metropolitan area. In addition, Douglas Elliman has been actively associated with the sale and management of residential properties. The company's affiliate currently manages approximately 250 condominium or cooperative apartment buildings in New York City.

This firm will act as the selling agent of the property. We have no beneficial interest in the Sponsor and no interest in the profits of this conversion plan other than the fee for this service.

We hereby authorize the use of our name and this letter in connection with the proposed plan of condominium operation.

Very truly yours,

DOUGLAS ELLIMAN, LLC

By: _____
Kenneth I. Haber
Executive Vice President and General Counsel

© 2015 DOUGLAS ELLIMAN REAL ESTATE. ALL MATERIAL PRESENTED HEREIN IS INTENDED FOR INFORMATION PURPOSES ONLY. WHILE, THIS INFORMATION IS BELIEVED TO BE CORRECT, IT IS REPRESENTED SUBJECT TO ERRORS, OMISSIONS, CHANGES OR WITHDRAWAL WITHOUT NOTICE. ALL PROPERTY INFORMATION, INCLUDING, BUT NOT LIMITED TO SQUARE FOOTAGE, ROOM COUNT, NUMBER OF BEDROOMS AND THE SCHOOL DISTRICT IN PROPERTYLISTINGS ARE DEEMED RELIABLE, BUT SHOULD BE VERIFIED BY YOUR OWN ATTORNEY, ARCHITECT OR ZONING EXPERT. EQUAL HOUSING OPPORTUNITY.

GARAGE PARKING SPACES AND STORAGE LOCKERS

The Garage Parking Space Units and Accessible Parking Space Lease offered by Sponsor may be sold only to Residential Unit Owners and in compliance with New York State Multiple Dwelling Law (MDL) §60. The Garage Parking Spaces and Accessible Parking Space as designated in the Declaration and Floor Plans consist of the area contained within the painted lines of the parking spaces and have an area of approximately 153 sq. ft.

As more particularly set forth in Section 7.9 of the By-Laws, the Garage Parking Spaces and Accessible Parking Space may be used for accessory parking for the Unit Owners' automobiles or motorcycles as permitted by law subject to the Rules and Regulations established by the Board of Managers from time to time. Use of the Garage Parking Spaces and Accessible Parking Space must be in compliance with MDL §60. For compliance with those provisions, the Garage Parking Spaces and the Accessible Parking Space shall be used solely for the storage of passenger motor vehicles of occupants of the building. In the event a space is not used by such occupants, it may be rented to persons other than the occupants thereof, but a space which has thus been rented shall be made available to an occupant within thirty days after written request therefor. In addition, transient parking for any period of less than one month by non-occupants is unlawful.

All provisions in the Condominium Documents with respect to the sale or leasing of a Residential Unit, including the exceptions with respect to the Sponsor, shall apply to the sale or leasing of a Garage Parking Space Unit. In addition, a Garage Parking Space Unit may only be sold to the owner of a Residential Unit and may only be leased for use by occupants of the building. No Garage Parking Space Unit may be leased for short-term or transient tenancy; for purposes of Garage Parking Space Units, the term "short-term" shall mean a term of less than one (1) month.

Notwithstanding the foregoing and the definition of Garage Parking Space Units as set forth in the Declaration, solely for purposes of the obligation of the Board of Managers to perform Maintenance, whether structural or non-structural, ordinary or extraordinary, in or to the Garage Parking Space Units, the entire garage area in which the Garage Parking Spaces are located shall be considered Residential Common Elements and charged as a Residential Common Expense. No Garage Parking Space Unit Owner shall make any addition, alteration or improvement, structural or non-structural in or to any Garage Parking Space Unit.

The Accessible Parking Space for the ADA-van accessible parking space designated as such in the Declaration and Floor Plans is the parking space available for use by persons with disabilities in compliance with DOB 2008 Code BC1106.2.1 and therefore is subject to further requirements as set forth below. If no person with physical disabilities resides in the unit as to which the Accessible Parking Space Lease is appurtenant, in order to comply with DOB 2008 Code BC1106.2.1, or any other applicable laws mandating the use or availability of the Parking Space by persons with disabilities, the Accessible Parking Space Lease and By-Laws contain provisions requiring that the Unit Owner who is the tenant under the Accessible Parking Space Lease (the "Accessible Parking Space Tenant") must make the Accessible Parking Space available for use by a resident who is a person with physical disabilities no later than the end of the month following the month in which a request for use of the Accessible Parking Space is made, subject to whatever rights the Accessible Parking Space Tenant may have under applicable law to require compensation from the requesting Unit Owner. Sponsor makes no representation to the Unit Owner who becomes the Accessible Parking Space Tenant or any other Unit Owner with respect to the provisions cited above or the circumstances under which use of the Accessible Parking Space may be required to be provided under the provisions of the New York City Building Code cited above or any other provisions that may be applicable under federal, state or local law.

The Unit Owner who holds the Accessible Parking Space Lease will be required to pay a monthly rent as set forth on Schedule A and Schedule B in the same amount as the Common Charges payable by owners of Garage Parking Space Units from time to time, projected in such schedules at $55.64 per month. The tenant under the Accessible Parking Space Lease will also be required to pay as additional rent an amount equal to any Assessment payable from time by an owner of a Garage Parking Space Unit. The rent will be changed from time to time in the same proportion to any changes adopted by the Condominium Board in the common charges payable by with respect to a Garage Parking Space Unit.

The rights and obligations of a Unit Owner with respect to the Accessible Parking Space are set forth in the form of Accessible Parking Space Lease included in Part II of the Plan.

The Storage Locker Licenses offered by Sponsor may be sold only to Residential Unit Owners. The forty (40) Storage Locker Licenses offered by Sponsor are located in the cellar level storage room as shown on the cellar level Floor Plan. The Storage Lockers are half-height, consisting of lower and upper storage lockers and have an area of approximately 3 ft. wide by 4 ft. deep with a height of approximately 4 ft. Sponsor may make such changes even with respect to a Unit as to which a binding Agreement has been entered into and remains in effect and without the consent of the Purchaser thereof provided that there is has a Storage Locker designated for use by the purchaser of such Unit and that the size of the newly re-configured or designated Storage Locker allocated to such Unit is not reduced by more than 25%. After the closing of the respective Units, the allocation and use of the Storage Lockers will be subject to the provisions of the License Agreements between the respective Unit Owners and the Condominium Board. The rights and obligations of a Unit Owner with respect to a Storage Locker License are set forth in the form of Storage Locker License Agreement included in Part II of the Plan.

Subject to and in accordance with the terms and conditions of the Storage Locker License Agreement, the Storage Locker may be used only by occupants of the Unit to which such Storage Locker License is appurtenant or sub-licensed and only for storage of personal effects of the owners or tenants thereof (the "Permitted Users") and for no other purpose, and it shall be a default under the Agreement if Licensee allows the Storage Locker to be used by anyone other than a Permitted User, whether for consideration or otherwise. Licensee shall not store anything which would constitute a threat to the heath or safety of the Unit Owners or other occupants of the Building or otherwise constitute a nuisance in the Building, including but not limited to the following restrictions: (i) no animals or food, (ii) no inflammable, combustible, explosive or other dangerous items, (iii) no items which have an objectionable odor or which may spoil or decay and (iv) no valuable items. The Unit Owner shall not (a) interfere with another licensee of the Condominium, (b) store any property in the Building outside of the Storage Locker, (c) allow any other person to use the Storage Locker except in accordance with the terms of the Storage Locker License Agreement, or (d) deface, damage or alter the Storage Locker, the Building or Condominium Board's equipment. The Condominium Board has the authority to promulgate additional rules regarding the use of and access to the Storage Lockers. The area in which the Storage Lockers are located is not climate controlled.

Unit Owners holding Storage Locker Licenses, excluding Sponsor with respect to unsold and vacant Storage Lockers, will be required to pay a monthly license fee as set forth on Schedule A and Schedule B in the initial amount of $30.00 per month. The license fee is subject to change from time to time in the same proportion to any changes adopted by the Condominium Board in the common charges, but the license fee due will not change and will not be affected by any special assessments adopted by the Condominium Board.

The rights and obligations of a Unit Owner with respect to the Storage Lockers are set forth in the form of Storage Locker License Agreement included in Part II of the Plan.

Sponsor reserves the right in its sole discretion to offer a Garage Parking Space Unit, Accessible Parking Space Lease or Storage Locker License to a Purchaser, and to include the purchase of a Garage Parking Space Unit, Accessible Parking Space Lease or Storage Locker License in the Purchase Agreement of a Purchaser who requests it, as it determines in Sponsor's sole discretion. Sponsor reserves the right to limit the number of Garage Parking Space Units or Storage Locker Licenses sold to any one Purchaser or to make bulk sales, as it determines in its sole discretion. Garage Parking Space Units, the Accessible Parking Space Lease and Storage Locker Licenses will only be sold by Sponsor to Purchasers of Residential Units.

The price for a Garage Parking Space Unit, the Accessory Parking Space Lease or a Storage Locker License will be included in the Purchase Price, Initial Down Payment and Additional Down Payment in the Purchase Agreement. The price for the Accessory Parking Space Lease and each Storage Locker License is listed on Schedule A in Part I of the Plan.

The Condominium Board shall be obligated to enter into an Accessible Parking Space Lease or Storage Locker License Agreement with any Unit Owner designated by the Sponsor as provided and on the terms and conditions set forth in the Plan and thereafter with the permitted assignee of the Accessible Parking Space Lease or Storage Locker License Agreement from a Unit Owner as provided in the Accessible Parking Space Lease or Storage Locker License Agreement and the By-Laws including Sections 5.12(C) and 7.9 thereof.

A Unit Owner may assign his Accessible Parking Space Lease or Storage Locker License Agreement but only to another Unit Owner or the Condominium Board. Upon conveyance of a Unit, the Condominium Board will enter into a new Accessible Parking Space Lease or Storage Locker License Agreement with the purchaser of such Unit or another Unit Owner to whom the Unit Owner assigns the Accessible Parking Space Lease or Storage Locker License. In no event may a Unit Owner retain use or rights to the Accessible Parking Space or to a Storage Locker after conveyance or transfer of such Unit Owner's Unit. There is no certainty that when a Unit Owner sells his or her Unit there will be another Unit Owner who may want to purchase the Accessible Parking Space Lease or the Storage Locker License if the Unit Owner's purchaser is not interested in purchasing it. In the event a Unit Owner conveys his Unit and does not assign the Accessible Parking Space Lease or Storage Locker License Agreement either to the purchaser of his Unit or to another Unit Owner on or prior to the date of conveyance of the Unit, the rights to the Accessible Parking Space or to the Storage Locker in question will devolve to the Condominium Board. In such event, or upon the expiration or sooner termination of the Accessible Parking Space Lease or a Storage Locker License Agreement, whether by expiration, termination by reason of the sale or other transfer of a Unit, termination by reason of the default of the tenant- or licensee-Unit Owner as provided in the Accessible Parking Space Lease or Storage Locker License Agreement, or surrender of the space, the Condominium Board will have the right to determine the future use of the Accessible Parking Space or such Storage Locker, including without limitation the right to issue a new Accessible Parking Space Lease or Storage Locker License Agreement to another Unit Owner in its sole discretion, in which event any consideration therefor shall be the sole property of the Condominium Board on behalf of all Unit Owners and the Unit Owner shall have no interest therein, or to leave the Accessible Parking Space or Storage Locker unassigned and available to residents, or for any other use and purpose in the Condominium Board's sole discretion.

A Unit Owner may sublease the Accessible Parking Space or sub-license a Storage Locker but only to another Unit Owner, the Condominium Board or the Sponsor or its designee, as the case may be and only with prior written notice to the Condominium Board and under such terms as are consistent with the Condominium Documents and the Accessible Parking Space Lease or Storage Locker License Agreement. The Accessible Parking Space or a Storage Locker may not be subleased or sub-licensed for short-term or transient tenancy, which shall mean a term of less than one (1) month.

Sponsor is advised that a temporary certificate of occupancy (TCO) is not required for the sale of use rights with respect to the Accessory Parking Space Lease or the Storage Locker Licenses. Purchasers may be required to consummate their purchase of the Accessory Parking Space Lease or a Storage Locker License simultaneously with their Unit's closing even though a temporary certificate of occupancy has not been issued (and access may not be available) for the areas of the Building designated for the Accessory Parking Space or Storage Lockers. But in the event the TCO for the section of the Building in which the Accessory Parking Space or a Storage Locker is located is not available at the time of closing, Sponsor will direct the Escrow Agent to hold and maintain the portion of the purchase price paid on account of such Accessory Parking Space Lease or Storage Locker License pursuant to such purchaser's Purchase Agreement in the special escrow account required by GBL Section 352-e(2-b), with such amount to be released to the Sponsor by the Escrow Agent, on demand by the Sponsor, when the TCO for such section of the Building is issued. In addition, the monthly rent or license fee, however, will not be payable to the Condominium Board until such access and use is permitted. (See the Section of the Plan entitled "Rights and Obligations of Sponsor".)

COMMERCIAL UNIT

The Condominium will contain one (1) non-residential unit that will belong to Sponsor. This non-residential unit is referred to as the Commercial Unit. The Commercial Unit consists of approximately 10,421 square feet of space on the first floor that is not part of the residential lobby and Amenity Facilities, with approximately 160 feet of frontage on Mulberry Street and 45 feet of frontage on Bleecker Street. The respective percentage interest of the Commercial Unit in the Common Elements has been determined based upon method (iv) contained in Section 339-i(1) of the Condominium Act, that is, upon floor space subject to location of such space and additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for the exclusive or shared use and the overall dimensions of the particular Unit. Common charges and special allocations payable by the owner of the Commercial Unit are sufficient to cover the expenses fairly attributable to such units.

Since no special method is provided in the By-Laws for resolving disputes between the Commercial Unit Owner and the Board of Managers concerning any special allocations, any such dispute that cannot be resolved through the consensual agreement of the parties will be resolved through litigation.

The Condominium Documents require that certain expenses shall be specially allocated and apportioned based on special or exclusive use or availability or exclusive control of the common areas by particular Units to the Unit Owners thereof and Schedule B - Budget for the First Year of Operations provides which expenses have been specially allocated and apportioned. Therefore, certain expenses, such as maintenance of Residential Common Elements that exclusively service the Residential Units (elevators, residential lobby and hallways, etc.) shall be allocated exclusively among the Residential Unit Owners and the Commercial Unit Owner shall pay no share of such expenses.

The Commercial Unit may be used for retail business, commercial and professional purposes or for any other lawful purpose in the sole discretion of Sponsor or other owner of such Unit. There are no prohibited lawful uses of the Commercial Unit. The commercial space will be located in zoning Use Group 6, which permits use for a wide variety of retail stores and personal service establishments, including food stores and eating and drinking establishments. Sponsor anticipates that the Commercial Unit will be leased to several retail businesses. No representation is made with respect to either: (a) the uses to which the Commercial Unit or any part thereof will be put at any time; or (b) who will operate or tenant the Commercial Unit or any part thereof at any time. The Condominium Board will have no right to restrict or limit the method of operation, any of the uses of, or alterations in or to, or the appearance of the Commercial

Unit (including the storefronts thereof) which are permitted by law and applicable zoning ordinances. Except as provided herein, the Condominium Board and the Residential Unit Owners do not have the right to approve either any change in the or any part thereof or any amendment to the Building's Certificate of Occupancy to authorize a different use.

Sponsor and any subsequent owner of the Commercial Unit has the right to subdivide and combine portions of the Commercial Unit, subject to the provisions of the Declaration and By-Laws. Subject to the foregoing and all applicable zoning regulations and the Declaration and By-Laws, the Commercial Unit may be sold, leased or subleased by the Commercial Unit Owner thereof, or subdivided by the Commercial Unit Owner into two more separate commercial condominium units and such subdivided units sold or leased. The Commercial Unit Owner may make alterations in the Commercial Unit without the consent of the Condominium Board or other Unit Owners provided such alterations are made in compliance with the laws and regulations relevant to such alterations. The Commercial Unit Owner shall have the right, without the consent of the Condominium Board, and at its sole costs and expense to alter, modify, restore or construct the exterior facade and storefronts of the Building provided that such alterations, modifications, restoration or construction are in compliance with applicable law and do not affect the structural integrity of the Building.

The Commercial Unit Owner also has easements, without permission of the Board of Managers: (1) to use the sidewalks adjacent to the Building on Mulberry Street and Bleecker Street for purposes permitted by law, (2) to erect upon the Common Elements and Maintain such Facilities, including but not limited to HVAC equipment including cooling towers and chimneys or exhaust flues from any store within the Commercial Unit which may be necessary or desirable in connection with any lawful use of the Commercial Unit, and any replacement thereof, provided that such Facilities, including such HVAC equipment, chimney or exhaust flue, complies with all applicable laws and municipal regulations and (3) to erect and Maintain from time to time, at its sole discretion, exterior signage in the customary form used for such commercial establishments, and neither the Condominium Board nor any Residential Unit Owner shall have any interest in any rent or other compensation that the Commercial Unit Owner may receive in connection therewith. All such uses by the Commercial Unit Owner must comply with all applicable laws and municipal regulations, and the costs for uses and any necessary permits therefore shall be the responsibility of the Commercial Unit Owner.

Although it is currently anticipated that Sponsor will retain ownership of the Commercial Unit, no representation is made with respect to the type or identity of the owners, tenants or occupants of any portion of the Commercial Unit at any time, or the purposes for which any portion of any Commercial Unit may be used at any time Unit, without the Condominium Board having any right of first refusal. If Sponsor elects to sell the Commercial Unit, or any unit created by the subdivision or construction of such unit, it will amend the Plan to disclose that such sale has occurred. None of the Residential Unit Owners or the Condominium Board will have any interest in the rents, profits or revenues from the sale, rental or use of any space in the Commercial Unit.

The differences in the rights and obligations of the Commercial Unit Owner will not have a material adverse impact upon the Condominium.

CHANGES IN PRICES AND UNITS

Sponsor reserves the right, at any time and from time to time before and after the recording of the Declaration, without giving prior notice (except as otherwise provided herein) and without the consent of any Condominium Board, Unit Owner or mortgagee, to change the price, including, without limitation, the

manner of payment thereof and other terms of sale of any Unit or the Accessible Parking Space Lease or any Storage Locker License, except that no such change with respect to any Unit for which a Purchase Agreement is then in effect may be made without the consent of the Purchaser or, with respect to terms of sale other than the price, without the consent of the Purchaser as set forth in a duly filed amendment to this Plan. The offering price as set forth in Schedule A must be changed by a duly filed amendment to the Plan when the change in price is an across the board increase or decrease affecting one or more lines of units or unit models, or is to be advertised, or is a price increase for an individual purchaser. Prices and other terms of sale are negotiable and the Sponsor may enter into an agreement with an individual purchaser to sell one or more Units or the Accessible Parking Space Lease or any Storage Locker License at prices lower than those set forth in Schedule A or on other terms of sale without filing an amendment. No such benefit will be available to any purchaser unless specifically agreed to by the Sponsor as set forth in the Purchase Agreement entered into by the Sponsor and the purchaser which solely sets forth the price and other financial terms between them. If any such change is made, a Purchaser of a Unit affected thereby may pay more or less than other Purchasers under the Plan for similar Units, but this will not affect any prior or subsequent sale of Units which are not the subject of such change.

In order to meet the possible varying demand for number and type of Units, or to meet particular requirements of prospective purchasers, or for any other reason, Sponsor reserves the right (except to the extent prohibited by Law) at any time and from time to time, before and after the recording of the Declaration, without giving prior notice and without the consent of any Condominium Board, Unit Owner or mortgagee, to change: (a) the layout of, or number of rooms in, Unsold Units and (b) the size and/or number of Unsold Units and their respective percentages of Common Interest, by subdividing one or more Unsold Units into two or more separate Units, by combining two or more separate Unsold Units into one or more Unsold Units, by altering the boundary walls of any Unsold Unit(s), or otherwise, including, without limitation, the use of any portion(s) of the Common Elements adjacent to such Unsold Units to the extent that such portion(s) are not required to be maintained as Common Elements pursuant to the terms of the By-Laws.

Subject to the terms of the this section, such right may be exercised by Sponsor from time to time, both before and after the First Closing, by amendment to this Plan without the Consent or approval of the Selling Agent, the Managing Agent, the Condominium Board, any Unit Owner or any mortgagee. Notwithstanding the foregoing, no change will be made in the size or number of Units and/or their respective percentages of Common Interest, and no material change will be made in the size or quality of Common Elements, except by amendment to the Plan and, when applicable, to the Declaration, and unless an affected Purchaser (who is not in default) consents or as otherwise provided in a duly filed amendment to the Plan, no material change will be made in Unit size, layout, or percentage of Common Interest for a Unit if a Purchase Agreement has been executed and delivered to Sponsor for that Unit and accepted by Sponsor.

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 consent or receive a right to rescind contained in an amendment and a reasonable period of time that is not less than fifteen days after the date of presentation of such amendment to exercise the right. Sponsor will return any deposit or down payment promptly to Purchasers who rescind.

Such change may be made by the Sponsor even after the Condominium is created, but not with respect to a Unit which has closed or as to which a binding Purchase Agreement has been entered into and remains in effect unless the Purchaser thereof consents in writing to such change. Sponsor reserves the right to assign the unassigned Storage Locker, and to cause the Condominium to enter into a License Agreement with a unit owner for such Storage Locker whether prior to or after the First Closing, for as long as the Sponsor owns any Unit. Sponsor further reserves the right to change the size, configuration, number and

allocation of Storage Lockers by, among other things, reconfiguring the Storage Lockers and, in connection with such reconfiguration, re-designating the allocation of the Storage Lockers among the Units. Sponsor may make such changes even with respect to a Unit as to which a binding Agreement has been entered into and remains in effect and without the consent of the Purchaser thereof provided that there is has a Storage Locker designated for use by the purchaser of such Unit and that the size of the newly re-configured or designated Storage Locker allocated to such Unit is not reduced by more than 25%. After the closing of the respective Units, the allocation and use of the Storage Lockers will be subject to the provisions of the License Agreements between the respective Unit Owners and the Condominium Board.

Once the Declaration is recorded, no change may be made in the number of Units or number of rooms within a Unit, nor may the size of any Unit be changed by subdivision or combination or alteration of boundary walls as aforesaid, or otherwise, nor may the Common Interest of any Unit be changed, unless the Declaration is amended and such amendment is duly recorded. As more particularly provided in the Declaration, Sponsor or its designees will have the right itself to so amend the Declaration to effectuate such change as to an Unsold Unit, without the Condominium Board, the other Unit Owners, or any mortgagee consenting to, or executing, such amendment. However, no change of a Unit's Common Interest will be made without obtaining the prior consent of the owner of such Unit, and no material change will be made in the Common Interest of any Unit for which a Purchase Agreement is in effect and as to which the Purchaser is not in default without obtaining the prior written consent of the Purchaser thereof or as otherwise provided in a duly filed amendment to the Plan.

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

INTERIM LEASES

The Sponsor may, at its option, rent any Unit, once a Purchase Agreement is signed and accepted for a vacant Unit, and for so long as such Purchase Agreement is in effect, to the Purchaser thereof. Purchasers are advised that the tenancy under such Interim Lease is not subject to governmental regulation as to amount of rent or terms. Sponsor has otherwise reserved the unconditional right to rent or lease the Units other than to a purchaser of the Unit after consummation of the Plan.

The Interim Lease will be for such rent and upon such other terms as may be mutually agreed upon. No portion of the rent paid under such Interim Lease will be credited towards the purchase price. The term of such lease shall be for a period which will expire on the date of closing or six months after the date of execution of such lease if this Plan is not declared effective in accordance with its terms. Tenants will not have any right to renew or assign an Interim Lease, and the apartment may not be sublet unless the Plan is abandoned.

An uncured default by the Purchaser under his Purchaser Agreement will constitute a default under the Interim Lease entitling the Sponsor, at its sole option, to immediately terminate such lease. It shall be an event of default entitling Sponsor to cancel the Purchase Agreement in the event that the Purchaser fails to cure a default under his Interim Lease within the applicable grace period (if any). Before the Sponsor may utilize the default under the lease to declare a default under the Purchase Agreement and declare the Down Payment forfeited, the Sponsor must either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the lessee unless the lessee has vacated the unit.

A Purchaser shall be required to vacate the apartment within thirty (30) days after the earliest to occur of: (i) notice of cancellation of the Purchase Agreement, (ii) notice of abandonment of the Plan, (iii) exercise by Purchaser of a right of rescission of the Purchase Agreement, or (iv) a default under the Purchase Agreement.

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

Purchasers shall not be entitled to possession of the Unit until the Deed is delivered to Purchaser at closing. If a Purchaser is granted possession of the Unit prior to the closing under an interim lease or otherwise, then Purchaser shall be solely responsible for any damages to, or loss or other condition in, the Unit or its contents resulting from Purchaser's use or occupancy, and Sponsor shall not be obligated to make any repairs to the Unit or its contents. However, until the closing, Sponsor will remain responsible to make those repairs required of it as landlord under any interim lease and, after the closing, the Board of Managers will be responsible for making those repairs required of it under the Declaration and By-Laws. If during Purchaser's occupancy, the Unit (as defined in Sections 5(B) and 5(C) of the Declaration) or its contents are damaged by casualty or otherwise, then Purchaser shall assume the risk of loss and the obligation to repair the damages to the extent that the insurance carried by the Condominium does not cover such losses, unless the cause thereof originated outside of the Unit and did not result from the acts of Purchaser, of other occupants of the Unit or of Purchaser's guests, invitee, or workers. If Purchaser is obligated to repair the damage, then Purchaser's failure to repair the damage shall not excuse Purchaser from paying the Balance and accepting delivery of the Deed. A purchaser who is permitted, in the Sponsor's discretion, to take occupancy of a Unit pursuant to an interim lease is advised and shall be required by the terms of the interim lease to maintain, at his own expense, the same insurance as Unit Owners are required to maintain as set forth in the last paragraph of Section 5.2 of the By-Laws. A Purchaser, as tenant, shall be required to provide evidence to the Sponsor of such insurance prior to taking occupancy of a Unit pursuant to an interim lease and from time to time as requested by the Sponsor.

Sponsor does not presently offer the right to rescind the Purchase Agreement or the Interim Lease. However, should such right be offered in the future, and exercised by Purchaser, then the Purchaser's right to rescind will be conditioned upon his surrendering the Interim Lease and possession of the Unit and leaving the same vacant, in good condition and broom clean within thirty (30) days after he elects to rescind. He must also pay any rent due under his Interim Lease. Nothing contained herein shall relieve any Purchaser of liability for damage caused to the Unit.

In the event of any inconsistency or conflict between the provisions of an Interim Lease and those contained in the Plan, the provisions of the Plan shall govern.

PROCEDURE TO PURCHASE

A person desiring to purchase a Unit will be required to execute in triplicate a Purchase Agreement, Tri-Party Escrow Account Rider and related documents in the form contained in Part II of this Plan and return it to Sponsor or Selling Agent at the address set forth on the cover of the Plan together with Purchaser's check, money orders, wire transfers, or other instruments (subject to collection) for ten (10%) percent of the purchase price (the "Initial Down Payment") payable to the order of "Wachtel Missry LLP, as Escrow Agent." Purchaser will be required to pay an additional ten (10%) percent of the purchase price (the "Additional Down Payment") to the Escrow Agent upon the earlier to occur of (i) six (6) months after Purchaser executes the Purchase Agreement or (ii) within fifteen (15) days of the Presentation Date of the

amendment declaring the Plan effective. The term "Down Payment" or "Deposit", as used herein, refers to both the Initial Down Payment and, if the same has been paid at the time in question, the Additional Down Payment.

Sponsor will comply with the escrow and trust fund requirements of General Business Law Sections 352-e(2-b) and 352-h and the Attorney General's regulations promulgated pursuant thereto and the provisions of New York Lien Law Section 71-a(3), as applicable. Sponsor will hold, or cause to be held, all monies received by it directly or through its agents, employees or attorneys in a segregated special escrow account pending delivery of the deed or the Purchase Agreement is cancelled in accordance with its terms. The funds so deposited will be disbursed only in accordance with the provisions of the Purchase Agreement and this Plan.

The law firm of Wachtel Missry LLP., with an address at One Dag Hammarskjold Plaza, 885 Second Avenue, 47th Floor, New York, NY 10017, telephone number (212) 909-9500, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: William Wachtel, Morris Missry and Steven Cohen. William Wachtel, Morris Missry and Steven Cohen are signatories admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

The Escrow Agent has established a master escrow account at Citibank, N.A., located at 666 Fifth Avenue, New York, NY 10022, in the State of New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled Wachtel Missry LLP Attorney Trust Account or similar name. The Deposit shall be placed in a separate sub-account of the master escrow account. If Purchaser does not provide the Form W-8 or Form W-9 at the time the Purchase Agreement is fully executed, the Deposit may be deposited into the master escrow account or an IOLA sub-account, at the Escrow Agent's option, unless and until the form is provided. In addition, shortly prior to the time the Deposit is scheduled to be released, the Deposit will be transferred from the sub-account into the master escrow account so that escrow checks may be drawn thereon. (The account in which the Deposit is deposited from time to time is referred to herein as the "Escrow Account".) The master escrow account and sub-accounts are federally insured by the FDIC at the maximum amount of $250,000 per deposit (the FDIC limit in effect as of the filing date hereof). Any deposit in excess of $250,000 (or the FDIC limit in effect from time to time) will not be insured. Purchasers are also advised that if a Purchaser has any additional accounts at the bank, the funds in said accounts will be added together with the deposit held in escrow and the aggregate of all the funds held by the bank will only be insured up to the $250,000 FDIC maximum coverage. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

The master escrow account is an Interest-On-Lawyer's-Account ("IOLA") established pursuant Judiciary Law Section 497. Under the IOLA program, interest on the account accrues to the benefit of the Client Security Fund administered by the State of New York. The sub-account into which the Deposit shall be placed shall be an interest-bearing sub-account of the master escrow account. The interest rate for all Deposits made into sub-accounts of the master escrow account shall be the prevailing rate for such accounts, which is currently approximately 0.10% per annum. Interest shall begin to accrue upon placing the Deposit into the sub-account. Under the IOLA program, interest on an IOLA account accrues to the benefit of the Client Security Fund administered by the State of New York. Since all interest earned on an IOLA account is payable to the IOLA Fund of the State of New York, for the periods of time the Deposit is in the IOLA master escrow account, no interest will be earned for or payable to either the Sponsor or Purchaser. All interest earned on the Deposit shall be paid to or credited to the Purchaser at closing, but in the event Sponsor, at its option, credits the amount of interest earned to Purchaser against the Balance due to Sponsor,

the interest earned in the Deposit escrow account shall be paid to Sponsor, and in the event Sponsor is entitled to retain the Deposit as liquidated damages on account of Purchaser's default as provided in the Purchase Agreement, Sponsor shall also be entitled to retain all interest earned thereon.

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

The Sponsor, Escrow Agent and Purchasers must enter into a trilateral Escrow Account Rider to Purchase Agreement at the time the Purchase Agreement is executed and delivered in the form contained in Part II of this Plan. Purchaser shall also deliver to the Sponsor and Escrow Agent, with the executed Purchase Agreement, either a completed and signed Form W-9 (Request for Taxpayer Identification Number) or a Form W-8 (Certificate of Foreign Status), as applicable. These forms are included as part of the Purchase Agreement in Part II of the Plan.

The Escrow Agreement between the Sponsor and the Escrow Agent is included at page K-1 in Part II of the Plan. Pursuant to the Escrow Agreement and the Tri-Party Escrow Account Rider to Purchase Agreement, Sponsor has agreed to defend, indemnify and hold the Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of the Escrow Agreement or the performance or non-performance of Escrow Agent's duties under the Escrow Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of this Agreement or involving gross negligence of Escrow Agent. That indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself.

Within five (5) business days after the Purchase Agreement, including the Tri-Party Escrow Account Rider to Purchase Agreement, has been signed by all necessary parties and tendered to Escrow Agent along with the Initial Down Payment, the Escrow Agent shall sign the Tri-Party Escrow Account Rider to Purchase Agreement and place the Initial Down Payment into the Escrow Account. The deposit by the Escrow Agent of the Purchaser's Initial Down Payment Deposit into the Escrow Account shall not be deemed acceptance of the Purchase Agreement by Sponsor. With ten (10) business days of the placing the Initial Down Payment in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Initial Down Payment. The notice shall provide the account number. Any payments made for upgrades, extras, or custom work ordered by Purchaser and agreed to in writing by Sponsor shall be initially deposited into the Master Escrow Account. However, Purchasers should note that, in accordance with the terms of the Tri-Party Escrow Account Rider to Purchase Agreement, such funds may be released from the Master Escrow Account by Escrow Agent to Sponsor to pay, or reimburse Sponsor, for such upgrades, extras or custom work, and when so released shall no longer be part of the Down Payment. As a result, in the event Purchaser is entitled to rescind a Purchase Agreement, Purchaser will not receive a refund of any funds applied for upgrades, extras or custom work unless the rescission right results from the failure or inability of the Sponsor to close title to the Unit as provided in the Plan and Purchase Agreement.

The Escrow Agent is obligated to send notice to the Purchaser once the Initial Down Payment 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 Initial Down Payment together with the Purchase Agreement and all riders thereto fully signed by the Purchaser, he or she may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and Initial Down Payment 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, NY 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, or if such Deposit was placed in the Escrow Account and notice was received by Purchaser (even if later than such time periods) prior to the time Purchaser mailed or delivered his or notice purporting to exercise such right of rescission. The Escrow Agent shall send notice to the Purchaser within fifteen (15) business days after any Additional Down Payment is placed in the Escrow Account. But failure of the Escrow Agent to send such notice with respect to the Additional Down Payment shall not result in any rescission rights.

All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement, are and shall continue to be the Purchaser's money, and may not be commingled with any other money (other than Deposits from other purchasers while the Deposit is in the master escrow account) or pledged or hypothecated by Sponsor, as per GBL § 352-h.

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

The Escrow Agent shall release the Deposit if so directed:

(a) pursuant to the terms and conditions set forth in the Tri-Party Escrow Account Rider to Purchase Agreement upon closing of title to the Unit; or

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

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

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

The Sponsor shall not object to the release of the Deposit to: (a) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or (b) all Purchasers after an Amendment abandoning the Plan is accepted for filing by the Department of Law.

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

Any provision of any Purchase Agreement or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of the Escrow Agent holding any Deposit in trust is absolutely void. The provisions of the Attorney General's regulations and GBL §§ 352-e(2-b) and

352-h concerning escrow trust funds shall prevail over any conflicting or inconsistent provisions in the Purchase Agreement, Plan, or any amendment thereto.

Before funds are transferred to a new escrow account, or if the Escrow Agent is replaced, the plan must be amended to provided the same full disclosure with respect to the new account, the Escrow Agent and the escrow agreement as was originally provided. In lieu of depositing the Down Payment into an Attorney Escrow Account, Sponsor reserves the right to a post a bond issued by a licensed bonding company securing repayment of the aforementioned funds together with interest earned and collected thereon, in the event a Purchaser is entitled to repayment of same. If Sponsor elects to post a bond, it will submit the form of the bond to the Department of Law for its approval and will notify all affected Purchasers by filing an amendment to the Plan.

TIME IS OF THE ESSENCE AS TO PURCHASER'S OBLIGATIONS PURSUANT TO THE PURCHASE AGREEMENT, INCLUDING, WITHOUT LIMITATION, FOR THE PAYMENT OF THE BALANCE OF THE PURCHASE PRICE.

After the Plan has been declared effective, Sponsor will fix dates for closing title to all Units for which purchase agreements have been executed by serving Purchasers with written notice stating the date of the first closing and setting such Purchaser's Closing Date. Such notice will be served in compliance with the Attorney General's regulations no less than thirty (30) days prior to the date set for the closing of the Units. Sponsor may permit Purchasers to waive this thirty (30) day provision. Sponsor shall have the right, from time to time, to adjourn the date and time for closing on written notice to Purchaser. If adjourned, Sponsor shall fix a new date and time for title closing and shall give Purchaser not less than ten (10) days prior written notice of the new scheduled date and time for closing.

It is anticipated that the First Closing will occur by the commencement date for the First Year of Condominium Operation as set forth in Schedule B which is December 1, 2019. In the event the actual or anticipated commencement date of the projected First Year of Condominium Operation is to be delayed by six (6) months or more, Sponsor will amend the Plan to include a revised budget with updated projections. If monthly Common Charges in the amended budget exceed those in the latest projected budget set forth in the Plan by 25% or more, Sponsor will offer all Purchasers (other than Purchasers who are then in default beyond any applicable grace period under their Purchase Agreements, if the Plan has been declared effective) the right to rescind their Purchase Agreements within 15 days of the Presentation Date of the amendment containing such revised budget. If the First Closing does not occur within twelve (12) months after the date set forth in Schedule B as the commencement date for the projected First Year of Condominium Operation in effect on the date a Purchaser and Sponsor entered into a Purchase Agreement, Sponsor will offer those affected Purchasers only (other than Purchasers who are then in default beyond any applicable grace period under their Purchase Agreements, if the Plan has been declared effective) the right to rescind their Purchase Agreements within fifteen (15) days of the Presentation Date of the amendment disclosing Sponsor's failure to close within such time frame. Any Purchasers electing rescission pursuant to such offer will have their down payments and any interest accrued thereon returned, except for funds expended by or reimbursed to Sponsor for upgrades, extras or custom work which shall not be returned to Purchaser unless the rescission right results from the failure or inability of the Sponsor to close title to the Unit as provided in the Plan and Purchase Agreement. Purchasers' rights as described in this paragraph are in lieu of any other rights or remedies which may be available pursuant to any applicable law, regulation, statute or otherwise, all of which shall be deemed to have been waived by all Purchasers.

However, if the First Unit closing occurs on or before December 1, 2020 (or such other date projected as the date of commencement of the operation at the time the Purchase Agreement was entered into), the Sponsor is not obligated to schedule any other Purchaser's closing within any specified time frame

or to ensure that closing of title to any other purchaser's Unit will occur by any date certain, and the Sponsor may schedule the closing of title to other Units significantly later than such date. In such case, Purchaser will not be entitled to a right of rescission. In addition, Purchaser will not be excused from paying the full purchase price for the Unit, nor will Purchaser be entitled to make claims against the Sponsor for damages or losses as a result of such delays other than a claim that the Sponsor is not diligently pursuing completion of construction and the issuance of a certificate of occupancy as stated in this Plan or is otherwise not in compliance with its obligations under the Plan. Unless a Purchaser's Purchase Agreement contains an outside closing date, the Sponsor is not obligated to schedule a Purchaser's closing within any specified time frame or to ensure that closing of title to any Unit will occur by any date certain. **PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.**

Sponsor must make a written demand for payment after default at least thirty (30) days before forfeiture of the Down Payment may be declared. As provided in the Purchase Agreement, if Purchaser fails to pay the Additional Down Payment when due, Seller may, at its option, either elect to cancel the Purchase Agreement or bring an action against Purchaser for payment of the Additional Down Payment. If Seller elects to demand payment of the Additional Down Payment, Seller may nevertheless, at any time thereafter, exercise the right to instead cancel the Purchase Agreement.

At the closing of title and simultaneously with the delivery of the deed conveying a Unit to Purchaser, Purchaser shall (a) execute and acknowledge a power of attorney to the Condominium Board and Sponsor substantially in the form set forth in Part II of the Plan; and (b) deliver to the Condominium Board evidence of the contents insurance and liability insurance which Unit Owners are required to maintain pursuant to the By-Laws. Purchaser's failure to duly complete and sign before a notary public and deliver at closing the power of attorney or deliver the required evidence of insurance will constitute an event of default under the Purchase Agreement, in which case Sponsor may, at its option, cancel such Purchase Agreement and retain the Down Payment made by Purchaser, together with any interest earned thereon, as liquidated damages, in which event all rights, obligations and liabilities of Sponsor and Purchaser shall wholly cease and terminate. In addition, Sponsor shall also be entitled to retain (i) any costs or expenses incurred by Sponsor for special work requested by Purchaser and (ii) the reasonable cost to restore the Unit to its condition prior to such special work being performed. Sponsor will be entitled to maintain an action against Purchaser for such additional costs.

At Sponsor's option, Purchasers will be afforded:

(i) not fewer than seven (7) days after delivering an executed purchase agreement together with the required deposit to rescind the purchase agreement and have the full deposit refunded promptly. Purchaser must either personally deliver a written notice of rescission to the Sponsor or Selling Agent within the seven (7) day period or mail the notice of rescission to the Sponsor or Selling Agent and have the mailing post-marked within the seven (7) day period; or

(ii) not fewer than three (3) business days to review the Offering Plan and all filed amendments prior to executing a purchase agreement

The risk of loss from fire or other casualty remains with the Sponsor unless and until a Purchaser takes actual possession of a Unit pursuant to an Interim Lease (or written agreement with the Sponsor) or legal title to the Unit has been conveyed to the Purchaser. Sponsor shall have no obligation or liability to repair or restore the Unit in its sole discretion. Sponsor may elect to repair and restore the Unit, in which event the Purchase Agreement shall continue in full force and effect, and the Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price, or to not repair or restore

the Unit, in which event the Purchase Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited by Purchaser plus interest earned, if any except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor shall retain all such sums deposited by Purchaser hereunder and any interest earned thereon, as and for liquidated damages. Sponsor shall notify the Purchaser of its election whether or not to repair or restore the Unit no later than two (2) months after the date of the occurrence of the fire or other casualty. Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration if it so elects.

Purchaser's obligation to purchase is not contingent upon the Purchaser obtaining financing. If a Purchaser is unable to obtain bank financing or is unable to close, for any reason pursuant to an issued bank commitment, Purchaser will lose their Down Payment unless Purchaser can otherwise pay the balance of the Purchase Price.

A complete copy of the form of Purchase Agreement is included in Part II of the Plan. Conflicts between the Purchase Agreement and the Plan shall be resolved in favor of the Plan.

Purchase Agreements will not be binding on Sponsor until approved and executed by it, and delivered by Sponsor to the Purchaser. Sponsor will have 30 days after delivery by Purchaser of a fully executed Purchase Agreement with all Riders and the required Down Payment, within which to accept or reject the Purchase Agreement. Sponsor reserves the right to request thorough identification and financial information (including credit reports and litigation searches) concerning any Purchaser, subject to any limitations and requirements imposed by Law.

If a Purchase Agreement is not accepted by Sponsor within the 30 day period (by Sponsor executing the Agreement and returning same to Purchaser or Purchaser's counsel within the thirty (30) day period), the Purchase Agreement shall be deemed to have been rejected and cancelled and the Down Payment shall be returned to Purchaser within 30 days thereafter. Sponsor hereby reserves the right at any time and from time to time for any reason whatsoever, to refuse to approve and execute (a) a Purchase Agreement for any Unit, except as prohibited by Law, and (b) a Purchase Agreement for more than one Unit to any Person. No prospective purchaser will have any claim against Sponsor for Sponsor's failure to execute an Agreement.

The purchase agreement and Plan may not contain, or be modified to contain, a provision waiving Purchaser's rights or abrogating Sponsor's obligations under Article 23-A of the General Business Law.

As provided in the "Assignment of Purchase Agreements" section of the Plan, Purchase Agreements are not assignable without the prior written consent of Sponsor, which may be granted or withheld by Sponsor in its sole discretion for any reason or for no reason. Prior to the closing of title to a Unit, the Purchase Agreement prohibits a contract vendee from listing the Unit for resale or rental with any broker, or from advertising or otherwise offering, promoting or publicizing the availability of the Unit for sale or lease, without Sponsor's prior written consent, which may be granted or withheld by Sponsor in its sole discretion for any reason or for no reason.

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

FINANCING FOR QUALIFIED PURCHASERS

Commercial and savings banks, as well as some savings and loan associations, may make loans to help Purchasers to finance the purchase of a Unit.

Each institution has its own lending policies and credit requirements. Credit standards, the availability of funds and the loan-to-value ratio vary from institution to institution, and from time to time at any one institution. No representation or warranty is made that institutional financing will be available to anyone who agrees to purchase a Unit under the Plan or as to the terms and conditions upon which it might be available.

Persons who may be interested in availing themselves of financing arrangements for the purchase of Units should communicate directly with the lenders of their preference. If a Purchaser desires, he may partially finance the purchase of a Unit by obtaining a loan but the purchase is not contingent on the Purchaser obtaining a loan.

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 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 or group of buildings where the sponsor or holder of unsold shares has not sold a substantial percentage of the apartments in the building or group of buildings, which in some cases may be as high as 70%. Moreover, some lenders will not provide financing in a building or group of buildings where an investor other than the original sponsor has an ownership interest of 10% or more. It also may be difficult for a purchaser to resell an apartment if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions.

ASSIGNMENT OF PURCHASE AGREEMENTS

The Purchase Agreement to be signed by Purchasers under this Plan is not assignable without the prior written consent of Sponsor, which may be granted or withheld by Sponsor in its sole discretion for any reason or for no reason. Any purported assignment by Purchaser in violation of this Section shall be a default by Purchaser, entitling Sponsor to the default remedies set forth in the Section of the Plan entitled "Procedure to Purchase," and will be voidable at the option of Sponsor. Sponsor's refusal to consent to an assignment will not entitle Purchaser to cancel the Purchase Agreement or give rise to any claim for damages against Sponsor. In addition, prior to the closing of title to a Unit, the Purchase Agreement prohibits a contract vendee from listing the Unit for resale or rental with any broker, or from advertising or otherwise offering, promoting or publicizing the availability of the Unit for sale or lease, without Sponsor's prior written consent, which may be granted or withheld by Sponsor in its sole discretion for any reason or for no reason.

EFFECTIVE DATE

The offer to sell the Units in the Building is contingent upon the Plan being declared effective and in compliance with the conditions and time periods set forth in the Plan.

The Plan may be declared effective by (i) an amendment to the Plan, or (ii) by personal service of notice on every Purchaser or by commencement of service by mail stating that the Plan is declared effective

and submitting an amendment to the Office of the Attorney General within five (5) days confirming that the Plan was declared effective on a specified date. The closing of the first Unit shall not occur until the Plan has been declared effective and the effectiveness amendment is accepted for filing by the Office of the Attorney General .

The Plan may not be declared effective unless bona fide purchasers, including investors, have signed Purchase Agreements for at least fifteen (15%) of the Residential Units offered for sale under the Plan, which is ten (10) Residential Units. The fifteen (15%) percent requirement does not include the Garage Parking Space Units which are ancillary to the Purchase of a Residential Unit.

The Plan will not be declared effective based on Purchase Agreements (a) signed by Purchasers who have been granted a right of rescission that has not yet expired or been waived; (b) signed by a Purchaser not afforded the three (3) business days to review the Plan (prior to executing a Purchase Agreement) provided for in the "Procedure to Purchase" Section of the Plan; or (c) with any Purchaser who is Sponsor, the Selling Agent or the Managing Agent, or is a principal of Sponsor, the Selling Agent or the Managing Agent, or is related to Sponsor, the Selling Agent or the Managing Agent, or to any principal of Sponsor, the Selling Agent or the Managing Agent, by blood, marriage or adoption or as a business associate, employee, shareholder or limited partner; except that such a Purchaser other than Sponsor or a principal of Sponsor may be included if the Sponsor has submitted proof satisfactory to the Office of the Attorney General establishing that the purchaser is bona fide.

When Purchase Agreements have been executed and accepted for the sale to Purchasers of 80% of the Residential Units offered hereby (not include Garage Parking Space Units), which is forty-nine (49) Residential Units, the Plan must be declared effective.

In the event that all of the Purchasers who were used to declare the Plan effective rescind or terminate their Purchase Agreements prior to the date of the First Closing, Sponsor must again declare the Plan effective even in the event that the Declaration has already been recorded.

The Plan may be withdrawn or abandoned by Sponsor, at its option, for any reason whatsoever at any time prior to its being declared effective. After this Plan has been declared effective, but before the First Closing, Sponsor may, in its sole discretion, withdraw or abandon this Plan in the event of: (a) the existence of one or more defects in title (including, without limitation, violations of record), affecting one or more Units and/or the Common Elements, that cannot be removed, cured, or complied with without litigation or for less than ½ of 1% of the Total Purchase Price set forth on the front cover of the Plan in the aggregate; or (b) any substantial damage to, or destruction of, any material portion of the Building by fire or other casualty which cannot be cured prior to the date set for the First Closing for less than ½ of 1% of the Total Purchase Price set forth on the front cover of the Plan; or (c) the taking of all or part of the Property in condemnation proceedings or by eminent domain. Any stated dollar amount relied upon as the basis for abandonment after the Plan has been declared effective shall be exclusive of 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 either are known to Sponsor or are a matter of public record.

If this Plan is abandoned after filing and the Sponsor has accepted Purchase Agreements, Sponsor will promptly submit an amendment to the Department of Law to such effect, together with such forms as may be required by law. Purchasers will be notified in writing of an abandonment of the Plan. All monies paid by Purchasers will be refunded to them in full, with interest earned thereon, if any, within five (5) days after the amendment abandoning the Plan has been accepted for filing. If at the time the Plan is abandoned the Purchaser shall be in default hereunder and shall have failed to cure said default within the applicable grace period, if any, or if this Agreement had been previously canceled due to Purchaser's uncured default,

then Sponsor shall retain as and for liquidated damages the Down Payment plus the cost or expenses incurred by Sponsor on account of any special work in the Unit ordered by Purchaser, together with any interest earned and collected thereon, and any sums in excess thereof, together with any interest earned and collected thereon, shall be returned to Purchaser within five (5) days after the amendment abandoning the Plan has been accepted for filing. Upon the return or retention of the Down Payment, together with interest earned thereon, the Purchase Agreement pursuant to which the Down Payment was given will be null an void and Sponsor will have no further obligation or liability to the Purchaser under the Plan or the Purchase Agreement.

CLOSING AND TERMS OF SALE

At the Closing, Purchasers will receive a bargain and sale deed with covenants against grantor's acts in the form set forth in Part II of the Plan conveying title to the Unit subject only to the title conditions set forth in Exhibit A to the Purchase Agreement. See Exhibit A to the Purchase Agreement in Part II of the Plan for a description of leases, liens, encumbrances and title exceptions that will affect the Property after Closing.

In no event will Sponsor be responsible for any condition resulting from (i) normal wear and tear or natural deterioration or from the normal movement, settlement and/or shrinkage of the Building and/or building materials; (ii) defects of a non-material nature, such as, without limitation, partial or total loss of any trees, shrubs, bushes or other landscape improvements, nail pops, protruding dry wall fastenings, ridging on gypsum board, lumber and wood trim shrinkage or warpage, door or window sticking, door warpage including, without limitation, warpage of the main entrance door within reasonable tolerances of doors of similar size and weight, scratches in plastic laminate, vitreous china, natural stone, wood, stainless steel or porcelain surfaces; bathroom finish grouting; adjustment of doors; walls not square and/or straight; electrical plates not straight; discoloration or shrinkage; slight separation between base and floors; (iii) normal settlement and deflection or any consequential damage resulting therefrom including, without limitation, failures of roof membranes, or concrete cracks which do not reduce the structural integrity of the Building; (iv) minor, non-material deviations in the level or straightness of ceilings, and imperfections in ceilings finishes; (v) minor, non-material imperfections in painting finishes; (vi) minor, non-material deviations in the level or straightness of a floor or failure of finished floors and walls to be straight or on plane or at less than 90° from each other; (vii) minor, non-material alignment of bathroom finishes and variation in grouting thickness; (viii) air infiltration and water infiltration from windows, private garden terrace or balcony doors, vents electrical outlets and similar openings in the wall, in accordance with professional standards (ix) noise from normal plumbing, heating, ventilating and air conditioning operation; (x) normal floor noises and creaking; (xi) carpet or floor discoloring or stretching, (xii) scratches and imperfections or variations in width, length, thickness, finish or color range of wood floor strips or other flooring or floor finishes, also normal shrinkage or expansion of wood flooring due to changes in moisture content of wood, or due to homeowner's failure to maintain consistent temperature; (xiii) repair of chips, scratches, mars, breaks dents, cracks or other defects in: exterior stone; windows glass, frames and hardware; insulation attached to the curtain wall; sliding glass doors, frames, door glass and hardware; louvers; shower doors; lighting fixtures, lenses, baffles and globes; all painted surfaces; all sinks, tubs, basins, water closets; kitchen cabinets, back splashes and counter tops; vanity tops and cabinets; all tile or natural stone floors and walls; saddles; all appliances: woodwork, millwork and doors; mirrors and after the Unit Closing, paint touch-ups, repair of dented appliances, or replacement of light bulbs; (xiv) cracks or variations in tone or color of natural stone or variations in tone or color of vanity tops or any other natural stone surfaces; (xv) leaching or color variation in color mortar and colored brick, and dimensional variations in brick joints, and mortar droppings on bricks; (xvi) ponding and/or controlled drainage on the roof surface; (xvii) cracks in pressure-treated lumber used or intended for use outside the Building; (xviii) cracks or discoloration in concrete used in cellar walls and paving; (xix) discoloration to hardware and plumbing finishes; (xx) stains, runs, lumps, shags or

imperfections in weave in fabric panels; (xxi) scratched, dirty or cracked lenses in light fixtures; or (xxii) yard, garden, terrace or roof terrace tiles or other materials not laid flat, or color variation in tiles or mortar, or stained tiles or other such materials; (xxiii) subsequent to the Unit Closing, paint touch-ups, repairs of dented appliances or replacement of fluorescent light ballasts, or (xxiv) salting or color variation in exterior colored mortar and deep colored brick. Sponsor will be obligated to repair only abnormally chipped stone, formica and porcelain surfaces, which repair will be made by filling the stone or formica or refinishing the porcelain, but Sponsor will not be obligated to replace such stone, formica or porcelain surfaces. THE ITEMS AND CONDITIONS DESCRIBED IN THIS PARAGRAPH ARE NOT DEFECTS AND MAY BE FOUND IN ANY NEWLY CONSTRUCTED BUILDING. PURCHASERS WHO PURCHASE A UNIT IN THE BUILDING OR IN ANY OTHER NEWLY CONSTRUCTED BUILDING MAY EXPERIENCE SOME OR ALL OF THESE ITEMS AND CONDITIONS IN THEIR UNIT, THE COMMON ELEMENTS OR ELSEWHERE IN THE BUILDING. SPONSOR HAS NO OBLIGATION TO CORRECT OR REPAIR ANY OF THESE ITEMS AND CONDITIONS AND WILL NOT BE LIABLE TO ANY PURCHASER OR THE BOARD THEREFOR. IF PURCHASERS OR THE CONDOMINIUM BOARD DESIRES TO CORRECT OR REPAIR ANY OF THESE ITEMS OR CONDITIONS, TO THE EXTENT THEY CAN BE CORRECTED OR REPAIRED, THEY WILL HAVE TO PROCEED AT THEIR SOLE COST AND EXPENSE BY THEMSELVES AND/OR UNDER ANY WARRANTIES OR UNDERTAKINGS ASSIGNED TO THEM BY SPONSOR.

In no event will Sponsor be liable for incidental or consequential damages (whether based on negligence, breach of contract, warranty, or otherwise), including, without limitation, any costs associated with a Unit Owner vacating the Unit or its contents during any period of repair or alteration which Sponsor has agreed or is required to perform, it being intended that Sponsor's sole obligations under the Plan will be to repair or, at Sponsor's option, replace (or cause to be repaired or replaced) any defective item of construction (whether arising as a result of defects in material or improper workmanship or material substantially at variance with the Plans and Specifications), subject to the terms and conditions (and within the time limits) set forth in this paragraph.

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

If a Purchaser becomes the tenant or occupant of a Unit before the closing of title thereto and, before such closing, the Unit is damaged by casualty or otherwise, such Purchaser shall assume the risk of loss and the obligation to repair the damage, unless the cause thereof originated outside of the Unit and did not result from the acts or omissions of such Purchaser or other occupants of the Unit or such Purchaser's guests, invitees, agents or workers or anyone for whom Purchaser is responsible. If the Purchaser is obligated to repair the damage in accordance with the foregoing, then his failure to repair the damage shall not excuse him from paying the balance due under his Purchase Agreement and accepting title to the Unit, or if Purchaser fails to cure said default or is then in default hereunder (beyond the applicable grace period, if any), from Sponsor retaining the Liquidated Sum pursuant to the Purchase Agreement, unless Sponsor at its sole option, elects to cancel the Purchase Agreement and return the Down Payment to Purchaser.

Notwithstanding anything in this Plan or the Purchase Agreement to the contrary, Purchaser is required to accept such title as Sponsor's Designated Title Company will provide, approve and insure and

without additional premium, provided that the only liens, encumbrances and conditions affecting title shall be the Permitted Exceptions. As a result, Sponsor is not obligated to cause Purchaser's title company to omit any exception to title if Sponsor's Designated Title Company is willing to insure Purchaser's title without such exception to title at its regular rates and without additional premium, by either (i) omitting same from Purchaser's title insurance policy or (ii) insuring against collection from the Unit. Purchaser will be responsible to pay to the title company the entire premium for Purchaser's title insurance. In the event there is a delay in the closing of title to a Unit due to clearance of title issues or otherwise as a result of Purchaser utilizing a title company other than Sponsor's Designated Title Company, Purchaser will be responsible for the additional closing costs as provided in the Purchase Agreement and this Plan.

If requested by Purchaser, Sponsor shall order title insurance on Purchaser's behalf from Sponsor's Designated Title Company, provided Purchaser elects to obtain title insurance. Obtaining title insurance from Sponsor's Designated Title Company will facilitate the closing and avoid unnecessary delays. However, Purchaser may elect to obtain title insurance and/or a title report from any other title insurance company and/or abstract company or not obtain any title insurance at all, at Purchaser's sole discretion.

Title to each Unit and its appurtenant interest in the Common Elements will be conveyed at the Closing free and clear of all liens, encumbrances and title exceptions other than those described in the Plan and the proposed Unit deed, including but not limited to the following, to the extent not disposed of at the Closing to the satisfaction of the Sponsor's Designated Title Company:

1. Rights of tenants or persons in possession, if any.

2. Taxes, tax liens, tax sales, water rates, sewer rents and assessments, provided the same are adjusted at the Closing.

3. As to the Building, any state of facts which a guaranteed survey of current date would disclose. As to the Unit, the title to which is to be insured, policy will except any state of facts which an accurate survey would disclose provided same do not render title unmarketable.

4. Terms, Restrictions, Conditions and Easements set forth in the Declaration of Condominium, By-Laws, Tax Maps and Floor Plans to be recorded in the office of the Register, New York County, as the same may be amended from time to time; but the Policy will insure against loss or damage occasioned by the premises not being a part of a Condominium validly created pursuant to Article 9-B of the Real Property Law, as amended.

5. Power of Attorney to the Condominium Board and their successors in office to be recorded in the office of the Register, New York County, as provided in the Declaration and By-Laws of the Condominium.

6. Revocability of licenses for vault space, if any, under the ssidewalks and streets and the lien of any unpaid vault tax.

7. Order In the Matter of the Application of the City of New York relative to acquiring permanent underground easements to a volume of real property located between 325 feet and 615 feet below main sea level at Sandy Hook, New Jersey, usually 50 feet wide, where not heretofore acquired for the same purpose for the construction of City Tunnel No. 3, Stage 2, Phase 3, and appurtenances, in the Borough of New York from Hudson Street and Laight Street to East Fourth Street and Bowery, and from 10th Avenue and West 31st Street to 2nd Avenue and East 54th Street filed 03/11/2005, Index No. 403782/04 in Supreme Court, New York County, and recorded 05/10/2005 in CRFN 2005000270831 and Maps recorded 05/10/2005

in CRFN 2005000270832.

8. Covenants and agreements contained in Zoning Lot and Development Agreement dated as of 12/19/2014 by and between 298 Mulberry Street Operating Company, L.L.C. and 304 Mulberry Street Operating Company, L.L.C. recorded on 12/31/2014 in (as) CRFN 2014000432158. (Benefits subject premises, Block 521, Lot 9, burdens other premises, Block 521, Lot 1)

9. Covenants and agreements contained in an amended Zoning Lot Development Agreement and related zoning documents (the "Amended ZLDA Documents") as described in the Offering Plan to be entered into between 298 Mulberry Street Operating Company, L.L.C. and 304 Mulberry Street Operating Company, L.L.C. and recorded.

10. Zoning and building ordinances, resolutions, restrictions and regulations of municipal authorities having jurisdiction and any amendments thereto, now or hereafter adopted, providing same will not be violated by the Building. The following Zoning Lot documentation is noted for information only:

(a) Zoning Lot Description and Ownership Statement dated 07/12/1985 recorded 08/05/1985 in Reel 945 Page 1283, as amended by Reel 957 Page 1787. (Affects Lot: 1)

(b) Zoning Lot Description and Ownership Statement dated 08/28/1985 recorded 09/06/1985 in Reel 957 Page 1781. (Affects Lot: 6)

(c) Declaration of Zoning Lot Restrictions dated 09/19/1985 recorded 09/19/1985 in Reel 962 Page 1950. (Affects Lots: 1 and 3)

(d) Zoning Lot Description and Ownership Statement dated 09/19/1985 recorded 09/19/1985 in Reel 962 Page 1943. (Affects Lots: 1 and 3)

(e) Zoning Lot Description and Ownership Statement dated 10/15/1985 recorded 10/17/1985 in Reel 973 Page 926. (Affects Lot: 6)

(f) Zoning Lot Description and Ownership Statement dated 11/08/1985 recorded 11/13/1985 in Reel 983 Page 1318. (Affects Lots: 1 and 6)

(g) Zoning Lot Description and Ownership Statement dated 11/14/1985 recorded 11/15/1985 in Reel 986 Page 125. (Affects Lots: 1 and 6)

(h) Certification pursuant to Zoning Lot Subdivision C dated 01/31/1991 recorded 03/08/1991 in Reel 1767 Page 1266. (Affects Lot: 1)

(i) Zoning Lot Description and Ownership Statement dated 03/06/1991 recorded 03/08/1991 in Reel 1767 Page 1271. (Affects Lot: 1)

(j) Zoning Lot Certification dated as of 11/18/2014 recorded 12/31/2014 in CRFN 2014000432156. (Affects Lots: 1, 3 and 9)

(k) Declaration of Single Zoning Lot Restrictions dated as of 12/19/2014 and recorded 12/31/2014 in CRFN 2014000432157. (Affects Lots: 1, 3 and 9)

(l) Waiver of Declaration of Zoning Lot Restrictions and Consent and Subordination to Zoning

Lot Development Agreement dated as of 12/19/2014 and recorded 12/31/2014 in CRFN 2014000432159. (Affects Lots: 1, 3 and 9)

(m) Waiver of Declaration of Zoning Lot Restrictions and Consent and Subordination to Zoning Lot Development Agreement dated as of 12/19/2014 and recorded 12/31/2014 in CRFN 2014000432160. (Affects Lots: 1, 3 and 9)

(n) Zoning Lot Description and Ownership Statement dated 10/09/2015 and recorded 10/16/2015 in CRFN 2015000370286. (Affects Lots: 1 and 9)

11. Any violations against the Property (other than the Unit) that are the obligation of the Board or another Unit Owner to correct.

12. Real Estate Taxes to be allocated to each condominium unit.

13. Franchise taxes and New York City Business Corporation taxes of any corporation or other entity in the chain of title, provided that the Sponsor's Designated Title Company would be willing in a fee policy issued by it to Purchaser, to insure that such taxes will not be collected out of the Unit.

14. All other covenants, restrictions and matters of record.

15. Standard printed exceptions contained in the form of fee title insurance policy then issued by the Sponsor's Designated Title Company (or the title insurance company insuring Purchaser's title to the Unit).

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

The Declaration, By-Laws and Floor Plans of the Condominium and such other documents required by law will be recorded or filed in the office of the Register of the City of New York, County of New York, prior to the First Closing in accordance within the New York Condominium Act or other applicable state and/or local law.

Prior to the First Closing, (i) the mortgagee of any mortgage encumbering the Property will consent to the formation of a condominium and acknowledge that its lien will be limited to Unsold Condominium Units; or (ii) the lien of the mortgage will be subordinated to the Declaration of Condominium and, with respect to each Unit and its appurtenant Common Interest the lien of such mortgage shall be released prior to or simultaneously with the closing of title to such Unit.

FinCEN's Geographic Targeting Order

On January 13, 2016 the Director of the Financial Crimes Enforcement Network ("FinCEN"), U.S. Department of the Treasury, issued a Geographic Targeting Order ("Order") requiring title insurance companies to collect and report information about the persons involved in certain residential real estate transactions. FinCen modified and extended the Order on July 22, 2016 and on February 23, 2017. The current Order requires title insurance companies to collect and report information about the persons involved in certain residential real estate transactions in all boroughs of New York City in furtherance of the Bank Secrecy Act. Title companies are required by such order to collect and report information regarding

purchasers in transactions where: (1) the purchaser is a legal entity as defined in the Order; (2) the purchaser purchases residential real property located in the Boroughs of Brooklyn, Queens, Bronx, Manhattan and Staten Island; (3) the total purchase price is in excess of $3,000,000 in the Borough of Manhattan or the total purchase price is in excess of $1,500,000 for 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. As used in the Order, "Legal Entity" means 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. The Order affects all residential real property closings occurring on or after August 28, 2016 and until the expiration of the effective period of such Order (i.e., August 23, 2017, as of the date hereof, which date is subject to change by FinCEN).

UNIT CLOSING COSTS AND ADJUSTMENTS

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

1. Title Insurance.

A. If purchaser elects to obtain fee title insurance, Purchaser will pay a premium which will vary depending upon the amount of insurance requested. The premiums for fee title insurance are projected to be:

Where the Purchase Price is up to $999,999.99 only: $342.00 for the first $63,000.00 of fee insurance plus $3.30 for each $1,000.00 of additional fee insurance up to $100,000.00 with additional rates as provided in the following chart:

Fee Amount	Premium			
$100,000	$461	+ 2.59	per thousand up to	$200,000.00
$200,001	$723	+ 2.60	per thousand up to	$450,000.00
$450,001	$1,372	+ 2.58	per thousand up to	$500,000.00
$500,001	$1,502	+ 2.37	per thousand up to	$750,000.00
$750,001	$2,093	+ 2.36	per thousand up to	$999,999.99

Where the Purchase Price is $1,000,000.00 and over only: The discounted premium for owner's title insurance is seventy percent of the sum of $402.00 for the first $35,000 of fee insurance plus from $4.67 for each $1,000 of additional fee insurance up to $50,000 with additional rates as provided in the following chart:

Fee Amount	Premium			
$50,001	$351	+ 3.80	per thousand up to	$100,000.00

$100,001	$541	+ 3.05	per thousand up to	$400,000.00
$500,000	$1,762	+ 2.79	per thousand up to	$1,000,000.00
$1,000,001	$3,155	+ 2.57	per thousand up to	$5,000,000.00
$5,000,001	$13,406	+ 2.30	per thousand up to	$10,000,000.00

B. If purchaser elects to simultaneously obtain both fee title insurance and mortgage title insurance from First American, the premium for the mortgage title insurance will be at a simultaneous rate. The premium for mortgage title insurance will be computed using the "Basic Rate" schedule as described below. The premium on the amount of the loan policy that does not exceed the owner's policy shall be calculated at thirty percent (30%) of the regular scheduled rate for loan policies. For example:

Loan Amount	Loan Premium			
$35,000	$73	+ 1.17	per thousand up to	$50,000.00
$50,001	$90	+ .95	per thousand up to	$100,000.00
$100,001	$137	+ .77	per thousand up to	$500,000.00
$500,001	$445	+ .70	per thousand up to	$1,000,000.00
$1,000,001	$798	+ .64	per thousand up to	$5,000,000.00

2. Recording fees for recording the deed and power of attorney. Reliable Abstract Co., LLC charges $32.00 as a base recording charge plus $5.00 per page (including cover page) plus a $30.00 document service charge and a mortgage recording fee (if any) at a rate of $62.00 per instrument plus $5.00 per page. Each title insurance company establishes its own additional service and surcharges in this regard.

3. Transfer taxes calculated as follows:

a. Real Property Transfer Taxes (RPT) for individual condominium units are 1% if the consideration is $500,000 or less or 1.425% if the consideration is greater than $500,000. When paid by the Purchaser, the RPT is increased to account for the grossed up consideration by approximately 1.014% if the consideration is $500,000 or less or 1.451% if the consideration is greater than $500,000. Recording deeds in New York County also require a $125.00 filing fee for filing the New York City Equalization and Assessment Form (RP-5217NYC).

b. New York State Transfer Tax (deed stamps) (TP584),which are currently at the rate of $2.00 per $500.00 of the purchase price or fraction thereof. When paid by the Purchaser, the deed stamps are increased to account for the grossed up consideration by approximately 1%.

c. New York State Mansion Taxes for individual condominium units where the purchase price and the additional consideration deemed received by Sponsor by reason of the Purchaser's payment of the Real Property Transfer Taxes exceeds $1,000,000 are 1%.

d. The taxing authorities are likely to require that each Purchaser's allocable portion of the cost of the Superintendent's Unit (in the amount equal to one month's common charges) be included in

the total consideration deemed to have been paid by such Purchaser to Sponsor; and, at Closing, Purchaser will pay the incremental additional transfer taxes attributable to such additional consideration.

4. Closing of title to the Unit will take place at the office in New York City designated by Sponsor's attorney. The following closing fees will be charged to Purchaser by the attorneys for Sponsor in connection with the closing of the Units:

a. $3,500.00 to reimburse Sponsor for its legal fees rendered in connection with coordinating and attending the Closing, preparation of the Deed, the Power of Attorney and other closing documents;

b. an additional fee of $500.00, if Purchaser fails to close on the date set forth in the notice of Closing;

c. an additional attendance fee of $500.00, if at the request of Purchaser with Sponsor's consent, the Closing occurs at an office other than the offices of Wachtel Missry LLP;

d. an additional fee of $1,000.00, if Sponsor, in its sole discretion, consents to Purchaser's request to an assignment of the Purchase Agreement, or to add, delete or substitute any names on the Purchase Agreement.

d. an additional fee of $500.00, for closing of sale with bank financing,

e. $150.00 for preparing the New York City and New York State Transfer Tax Returns on ACRIS.

All the fees noted herein are cumulative.

5. In the event Purchaser obtains a mortgage, Purchaser shall pay all costs in connection therewith. Such mortgage costs may include, but are not limited to:

a. Mortgage title policy with estimated costs described in subparagraph (a)(1) and (2) above;

b. Mortgage tax of 2.05% of mortgage amount if under $500,000; 2.175% if mortgage over $500,000, less $30.00 (any mortgage tax credit received pursuant to Section 339-ee of the Real Property Law will inure to the benefit of Sponsor);

c. Loan origination fee or "points";

d. Application fee;

e. Appraisal fee;

f. Legal fee of lender's attorney;

g. Private mortgage premium, if required; and

h. Recording charges to record the mortgage.

Note: If the Purchaser obtains a commitment for a mortgage loan to finance the purchase of this unit, the mortgage on the unit may provide that the mortgagor shall deposit monthly with the mortgagee one-twelfth (1/12th) of the estimated annual real estate taxes assessed or to be assessed against his unit and at the closing of title Purchaser may be required to deposit with the mortgagee a portion of the annual real estate taxes assessed against his unit for the forthcoming period.

6. The Purchaser's payment to Seller in the amount of one (1) month's Common Charges in effect as of the date of the First Closing as Purchaser's share of the purchase price for the Superintendent's Unit.

7. The Purchaser's contribution to the Reserve Fund of one (1) month's Common Charges and to the Working Capital Fund of one (1) month's Common Charges as described in the "Rights and Obligations of the Unit Owners and the Condominium Board" section of the Plan.

8. Payment in advance of the Common Charges for the month following the month in which the closing occurs to the Condominium or its Managing Agent.

9. Payment of a refundable move-in deposit of $1,000.00 to the Condominium or its Managing Agent.

10. As provided in the "Insurance" subsection of the "Rights and Obligations of the Unit Owners and the Condominium Board" section of the Plan, Purchasers are obligated to purchase and maintain certain liability and Unit contents insurance, and Purchaser shall pay all costs and premiums in connection therewith.

11. If a Purchaser fails for any reason to close title on the Scheduled Closing Date other than due to Seller's failure or inability to close, and Seller elects not to cancel the Purchase Agreement as a result of the same, (i) the apportionments to be made at the closing will be made as of midnight of the day preceding the Scheduled Closing Date, and not as of midnight of the day preceding the Actual Closing Date, and (b) Purchaser shall be required to pay to Sponsor an amount equal to 0.033% of the Purchase Price for each day (which is equivalent to a rate of 12.045% per annum) commencing with the Scheduled Closing Date through the day before the Actual Closing Date.

The above closing costs are cumulative to the extent applicable to any individual closing. The above costs are exclusive of costs which may be incurred by the Purchaser for legal representation in connection with the purchase of the Unit.

The following is an example of closing costs other than closing adjustments which would be incurred by a Purchaser of a hypothetical Unit, the purchase price of which is $5,000,000.00 and with a 1.500% interest in common elements assuming that the Purchaser does not finance the purchase, obtains title insurance for his Unit and does not incur any late charges.

Title Insurance	$13,440.00
Recording Charges, Searches, Endorsements and other title costs (incl. sales tax)	771.00
Sponsor's Counsel Fee	3,650.00
Real Property Transfer Tax	72,550.00
Deed Stamps	20,366.00
Mansion Tax	50,913.00
Superintendent's Unit Contribution	2,290.00
Working Capital Contribution	2,290.00
Reserve Fund Contribution	2,290.00
Payment in Advance of the Next Month's Common Charges	2,290.00
Move-in Deposit	1,000.00

Total . . . . . $ 171,850.00

At the closing of title to each Unit, 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 or calendar year for which assessed, including water and sewer charges (if separately assessed) and escrows for real estate taxes, if any; (ii) Common Charges for the month in which title closes; (iii) rent and other charges, if any, pursuant to a lease for, or tenancy of, such Unit or the Accessible Parking Space Lease or any Storage Locker License Agreement; and (iv) at the option of Sponsor, interest earned on the Deposit as a credit to the Purchaser, in which event, the interest earned on the Deposit shall be paid to Sponsor. In the event that the Unit has not been separately assessed for the then current fiscal tax-year at the time of closing title, the apportionment of real estate taxes shall be based on the 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.

RIGHTS AND OBLIGATIONS OF SPONSOR

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

Sponsor shall be obligated to defend any suits or proceedings arising out of Sponsor's acts or omissions and to indemnify the Condominium Board and the Unit Owners against any such suits or proceedings. Sponsor shall not be liable for or obligated to defend any suits, proceedings or claims (i) as to any Unit arising out of any occurrence taking place on or after the earlier of the closing of title to such Unit or the leasing thereof to, or at the direction of, any Purchaser, or (ii) as to the Common Elements, arising out of any occurrence taking place on or after the date of the recording of the Declaration, except suits, proceedings or claims arising out of acts or omissions of Sponsor or representations made by Sponsor in the Offering Plan. Sponsor shall not be liable for or obligated to defend any suits, proceedings or claims arising out of any occurrence which was prior to the date of the First Unit Closing except suits, proceedings or claims arising out of acts or omissions of Sponsor.

All representations under the Plan, all obligations pursuant to the General Business Law, and such additional obligations under the Plan which are to be performed subsequent to the closing date will survive delivery of the deed.

Sponsor agrees to pay all common charges, special assessments and real estate taxes with respect to Unsold Units. Sponsor represents that it has the financial resources to meet its obligations with respect to Unsold Units. Sponsor will fund its financial obligations from proceeds from the sales of Units, rental income from Unsold Units, and financing. The ability of Sponsor to perform its obligations will depend upon its financial condition at the time it is called upon to perform. Sponsor has not furnished any bond or other security for the performance of the obligations of Sponsor under the Plan.

Sponsor reserves the right, in its sole and absolute discretion, to waive the collection of Common Charges from Purchasers under the Plan for a period of time beginning from the date of the First Closing until Sponsor, in its sole discretion determines (the "Waiver Period"), provided, however, that Sponsor shall be solely responsible for the timely payment of all expenses to operate the Building during the Waiver Period, including but not limited to insurance premiums (the "Waiver Period Operating Expenses"). Notwithstanding anything to the contrary set forth above, the Waiver Period Operating Expenses shall not

include (a) real estate taxes regardless of whether the Unit has been separately assessed, (b) the cost of alterations, additions or improvements to the Common Elements, or (c) charges that are specially allocated and assessed to specific Units because of their exclusive use, availability or control of certain Residential Limited Common Elements or because of such Unit Owner's responsibility in connection with any expense being incurred. In all instances the Unit Owners will remain responsible for the payment of the real estate taxes, including through payments to the Condominium Board before the Units are separately assessed, and to pay Assessments or the specially allocated charges as provided in the Declaration and By-Laws for all such amounts that are not Waiver Period Operating Expenses.

Upon commencement of collection of Common Charges after a Waiver Period, if any, there will not be an assessment for any item set forth in the approved budget for the Condominium for any period prior to the commencement of collection of Common Charges other than those items noted in the preceding paragraph. During any Waiver Period, Sponsor shall remain obligated to update the budget for the Condominium as provided for in governing regulations. In the event Sponsor elects to delay the collection of 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 the Offering Plan. Such Amendment will also disclose the anticipated period of delay. Sponsor will notify all Unit Owners in writing the expiration of the delay period at least thirty (30) days prior to the commencement of collection of Common Charges and will disclose such fact in the following Amendment to the Offering Plan.

As set forth in the section of the Plan titled "Effective Date," in the event a casualty which cannot be repaired for an aggregate cost, together with possible expenses for other items stated in such section of the Plan, of less than an amount equaling ½ of 1% of the Total Purchase Price set forth on the front cover of the Plan (as estimated by an insurance adjuster retained by Sponsor), occurs prior to the First Closing and Sponsor elects not to make repairs, then Sponsor may, at its option, abandon or withdraw this Offering Plan. In such case all Purchase Agreements will be deemed automatically canceled and Purchasers not in default will he refunded their deposits with any interest earned thereon. Upon such refund being made, Sponsor will be relieved and discharged of all liability under the Plan and Purchase Agreements.

In the event a casualty occurs after the First Closing, but before the closing of an Affected Unit, as defined below, Sponsor shall have the right to elect to cancel the Purchase Agreement for the Affected Unit or repair and restore the Affected Unit. The term "Affected Unit" means a Unit that has been directly damaged in the casualty (other than minor damage not rendering the Unit uninhabitable) or is without such essential services as gas, electricity and heat, or no longer has a reasonably adequate means of ingress and egress to the street. In the event Sponsor elects to cancel, Purchasers not in default will be refunded their deposits with any interest earned thereon. Upon such refund being made, Sponsor will be relieved and discharged of all liability under the Plan and Purchase Agreements.

A Purchasers may be required to consummate their purchase of the Accessory Parking Space Lease or a Storage Locker License simultaneously with their Unit's closing even if there is a casualty affecting access to o ruse of a Garage Parking Space Unit, Accessory Parking Space or Storage Locker. The monthly rent or license fee, however, will not be payable to the Condominium Board until such access and use is permitted.

In the event Sponsor elects to repair and restore the damage to the Building from a casualty occurring before or after the First Closing but before the closing on an Affected Unit, then the following shall be applicable:

(i) The Purchase Agreement for all Units, other than Affected Units, shall remain in full force and effect and the Purchasers thereunder shall pay the full purchase price at the closing. Such

Purchasers shall not be entitled to adjourn the closing nor be allowed any abatement in the purchase price, nor credit against same, nor retain (in escrow or otherwise) any portion of such purchase price pending restoration and repair of the damage to the Building and the Affected Units.

(ii) Except as provided in the next paragraph, a Purchaser of an Affected Unit shall not be required to pay the balance due under the Purchase Agreement unless and until (i) the damage to its Affected Unit has been substantially repaired as near as reasonably possible to its condition immediately prior to the casualty and (ii) its essential services (such as gas, electricity or heat) and a reasonable means of ingress and egress to the street have been restored.

(iii) Notwithstanding the foregoing, if the Purchaser is given possession of the Affected Unit under an Interim Lease or otherwise prior to the casualty, such Purchaser shall assume the risk of loss to the Unit and the obligation to repair the damage, unless the cause of such loss originated outside its Unit and did not result from the acts of Purchaser or other occupants of the Unit or Purchaser's guests, invitees or workers. If the Purchaser is obligated to repair the damage in accordance with the foregoing, then his failure to repair the damage shall not excuse him from paying the balance due under his Contract of Sale and accepting title to the Unit, or if Purchaser fails to cure said default or is then in default under the Purchase Agreement (beyond the applicable grace period, if any), from Sponsor retaining the Liquidated Sum pursuant to Article 13 of the Purchase Agreement, unless Sponsor at its sole option, elects to cancel the Purchase Agreement and return the Down Payment to Purchaser.

(iv) Sponsor and/or the Condominium will in no event be liable to Purchasers under this Plan, and Sponsor will not be liable to the Condominium, in the event of any delay in repairing the damage.

Sponsor shall procure the fire and casualty insurance pursuant to an agreed amount replacement value policy or in an amount sufficient to avoid co-insurance as set forth in the footnotes to Schedule B of the Plan.

In the event of the dissolution or liquidation of Sponsor or the transfer of ten (10) or more Units or twenty (20%) percent or more of the total number of Units in the Condominium, whichever is less, the principals of Sponsor will provide financially responsible entities or individuals who will assume the status and all of the obligations of Sponsor for those Units transferred under the Plan, applicable laws or regulations.

Construction of the Building is being financed with construction financing by two lenders. One lender's financing will be secured by, among other things, mortgages and security agreements (collectively the "Construction Lender" and "Construction Loan"). The other lender's financing will be secured by a pledge of membership interests in the Sponsor (the "Mezzanine Lender" and "Mezzanine Loan".) Each of the Construction Lender and the Mezzanine Lender shall be considered to be an Institutional Lender and a Permitted Mortgagee as to the Unsold Units, and as such, both the Construction Lender and the Mezzanine Lender shall be entitled to receive all notices and to have its performance accepted by the Board, and otherwise to be entitled to all rights, benefits and privileges of an Institutional Lender and a Permitted Mortgagee as to the Unsold Units pursuant to Article 6 of the By-Laws. Pursuant to the Construction Loan, upon the closing of the sale of a Unit, the Construction Lender will release the Unit from the lien of the Construction Loan upon the Sponsor's mandatory prepayment of the Construction Loan in the amount the minimum release price determined pursuant to the Construction Loan.

Sponsor will diligently, expeditiously and at its sole cost and expense, perform or cause to be

performed such work, and will supply or cause to be supplied all materials necessary to complete construction of the building substantially in accordance with the provisions of this Plan, all applicable Legal Requirements and the Description of Property and Specifications. Such work and conditions will create a noisy and otherwise disruptive condition in the Building during the period such work is being performed. Unless caused by a failure of Sponsor to comply with applicable Legal Requirements (including code provisions with respect to noise and vibrations, with which Sponsor must comply) and the Plans and Specifications, Sponsor is not responsible for, nor can it make any guarantees regarding odors, levels of noise or vibrations resulting from Sponsor's work, the operation of the Building or the Units or the degree of privacy which will be afforded to Unit Owners in their Units. Sponsor shall not be obligated to correct and will not be liable to any Purchaser as a result of any insubstantial variations from the Plans and Specifications or the description of the Building or a Unit set forth in the Plan.

The location in the Building, and the size, layout and approximate square footages of the Units are shown on the Floor Plans included in Part II of the Plan. Such floor plans are subject to the rights of Sponsor or its designees to combine two or more Unsold Units, to add additional Units by subdividing Unsold Units or to change the number of rooms in, as well as the size, layout and square foot area of, any Unsold Units. In addition, Sponsor reserves the right to amend or modify, in any way, the Plans and Specifications (including, without limitation, changes in layouts and designs and changes affecting the materials, appliances, equipment, fixtures, and other construction details) and substitute in place of any materials, appliances, equipment, and fixtures set forth therein or in the Description of Property and Specifications included in Part II of the Plan, which are of equal or better quality or design. Any such change, if material shall be disclosed by Sponsor in a duly filed amendment to the Plan and, when applicable, to the Declaration and any necessary approval of any governmental authority having jurisdiction must be obtained. As to any Unit for which a Purchase Agreement has been countersigned by Sponsor and returned to the Purchaser, no material adverse change will be made in the size (i.e., decrease), configuration or layout of a Unit and no such amendments, modifications, or substitutions may be made in the Plans and Specifications if the same would materially adversely affect the Purchaser unless the same is dictated by construction conditions at the Property (such as coordination of Building systems, conflicts with structural members or elements, conforming with Legal Requirements, unforeseen events, etc.) and in all cases, in good faith, reasonably necessary due to factors not within Sponsor's reasonable control, and where no practicable alternative (in the exercise of sound construction management practices) exists, and in such event, Sponsor will, in the amendment disclosing such change and delivered to the Purchasers, offer any materially adversely affected Purchaser(s) the right, for at least fifteen (15) days from the date of notice of such right provided to the affected Purchaser(s) within a reasonable time following acceptance of such amendment, to rescind their Purchase Agreement(s) and receive a refund of their Down Payment(s), together with all interest earned thereon. In all events, Sponsor may not (i) substitute equipment or materials of lesser quality or design; or (ii) change the size, location of the building or Units, other improvements or Common Elements if such changes affect the percentage of common interests or adversely affect the value of any Unit to which title has closed or for which a Purchase Agreement has been executed and is in effect unless all affected Unit Owners and contract vendees consent in writing to such change.

There is a rebuttable presumption that a reduction in any Unit or parking space area of 5% or less or any increase in the size of any Unit or room contained in a Unit or a decrease of 25% or less or any increase in the size of any Storage Locker allocated to a Unit is not material. As long as the layout and dimensions of a Unit conform substantially to the Plans and Specifications, a Purchaser will not be excused from purchasing a Unit by reason of a minor, non-material deviation or change and will not have any claim against Sponsor as a result thereof, but purchasers should be aware that a loss of 5% or less in areas such as bathrooms, closets, powder rooms and hallways may negatively impact the purchaser's use and enjoyment of the Unit.

Each Unit offered hereby and the fixtures and personal property contained therein, are being sold and delivered "as is", subject to Sponsor's obligation to deliver the Unit in the condition set forth in the Section of Part II of this Plan entitled "Description of Property and Specifications", as described in the Plan at the time of the transfer of title to such Unit, unless Sponsor and the Purchaser of such Unit otherwise agree in writing. Sponsor shall not be obligated to correct, repair or replace any defects relating to construction of the Units or the Common Elements or in the installation or operation of any appliances, fixtures, or equipment therein, except as expressly provided in this Plan. The Purchaser of a Unit shall inspect such Unit prior to the closing date and shall execute at such time an inspection statement acknowledging the Purchaser's acceptance of the Unit in good condition and in accordance with the terms of the Plan. However, if a Purchaser finds that Sponsor's improvements as described in the Plan or in the Purchase Agreement for such Unit or other writing duly executed and delivered by Sponsor, have not been fully completed, although such improvements have been substantially completed, then Sponsor or its designated representative and the Purchaser will at the time of such execution agree upon and set forth in the inspection statement a list of the incomplete work to be completed in the Unit by Sponsor following the closing for such Unit.

Sponsor will not warrant the materials or workmanship of any Unit or any of the Common Elements. The Housing Merchant Implied Warranty Law (General Business Law Article 36-B) is not applicable to this offering, and Sponsor shall not be obligated to correct, repair or replace any defects relating to construction of the Units or the Common Elements or in the installation or operation of any appliances, fixtures, or equipment therein, except that Sponsor is obligated to complete its construction and renovation work at the Building substantially in accordance with the provisions of this Plan, all applicable Legal Requirements (as herein defined), and the Description of Property and Specifications which is in Part II of the Plan. Any conflict between the disclaimer in this Section and Sponsor's obligations described therein shall be resolved in favor of the latter.

Prior to the First Closing, Sponsor will obtain a final Certificate of Occupancy ("FCO") for the Building, or, alternatively, a temporary certificate of occupancy ("TCO") for the Unit to be closed. Certificates of occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCO's and FCO's are issued by the New York City Department of Buildings ("DOB"). Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as condominium projects without a FCO covering the entire building but with only a TCO, and sometimes with several successive TCO's. A FCO is required for permanent residential use of the Building and the Units. TCO is intended to indicate that the property is safe for occupancy, but means that not all of the construction or renovation work and/or inspections have been performed, or that not all of the required documents have been submitted to DOB. Temporary residential use of the Building is permitted upon issuance of a TCO. All TCO's have an expiration date. A TCO typically expires ninety (90) days after the date of issuance. If a TCO, which may be extended up to a total of two years, expires prior to obtaining a FCO, residential occupancy of the Condominium will be in violation of the Multiple Dwelling Law, subjecting the occupants of the Building, the Unit Owners and the Condominium Board to penalties under the Multiple Dwelling Law, including, possibly, the eviction of residential occupants. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units.

Sponsor is advised that a TCO is not required for the sale of use rights with respect to the Accessory Parking Space Lease or the Storage Locker Licenses. Purchasers may be required to consummate their purchase of the Accessory Parking Space Lease or a Storage Locker License simultaneously with their Unit's closing even though a temporary certificate of occupancy has not been issued (and access may not be available) for the areas of the Building designated for the Accessory Parking Space or Storage Lockers. But in the event the TCO for the section of the Building in which the Accessory Parking Space or a Storage Locker is located is not available at the time of closing, Sponsor will direct the Escrow Agent to hold and

maintain the portion of the purchase price paid on account of such Accessory Parking Space Lease or Storage Locker License pursuant to such purchaser's Purchase Agreement in the special escrow account required by GBL Section 352-e(2-b), with such amount to be released to the Sponsor by the Escrow Agent, on demand by the Sponsor, when the TCO for such section of the Building is issued. In addition, the monthly rent or license fee, however, will not be payable to the Condominium Board until such access and use is permitted.

In New York City, it is common for sponsors to commence unit closings when some or all units are covered by a TCO rather than a FCO. Sponsor anticipates this scenario may occur. Prospective Purchasers are advised that FCO's are required for permanent use of the Building, and that a TCO may be renewed only for a total of two (2) years from the first date of issuance. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof, and ultimately for obtaining a FCO covering the entire building within two (2) years from the date of the issuance of the first TCO. Sponsor and its principals project, but cannot assure, that a FCO for the Building will be obtained within two (2) years after the First Closing, and Sponsor and its principals make no representation or guarantee that DOB will issue the FCO within such two (2) year period. NOTWITHSTANDING THE FOREGOING, SPONSOR AND ITS PRINCIPALS ARE OBLIGATED TO PROCURE THE FCO FOR THE ENTIRE BUILDING, AND SHALL EXERCISE BEST EFFORTS TO OBTAIN THE FCO WITHIN SUCH TWO (2) YEARS PERIOD WHILE KEEPING THE TCO CURRENT. Unit Owners and the Condominium Board shall be obligated to cooperate with and refrain from obstructing Sponsor in these undertakings.

The issuance of a final Certificate of Occupancy for the Building shall be deemed presumptive evidence that Sponsor has completed its construction and renovation work at the Building in accordance with the provisions of this Plan, all applicable Legal Requirements (as herein defined), and the Description of Property and Specifications which is in Part II of the Plan.

Purchasers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have a FCO. A Fact Sheet on Certificates of Occupancy is available on the DOB website at: **http://www.nyc.gov/html/dob/downloads/pdf/co_factsheet.pdf**. Furthermore, because Sponsor and the By-Laws of the Condominium may permit Unit Owners to undertake renovations to individual Units prior to the procurement of a FCO, such renovations may cause additional delays in the issuance thereof, including a delay beyond two (2) years from the date of the issuance of the first TCO. Notwithstanding the foregoing, Sponsor is obligated to procure the FCO. Additionally, Purchasers are advised that since open building permits for Units Owners' alterations to their Units may impact the ability to obtain the FCO, Sponsor or the Condominium Board may therefore, in order to obtain a FCO, or for any other reason, implement a moratorium on Unit alterations.

Sponsor will apply for a TCO from DOB prior to the First Closing and will also apply for a FCO after substantial completion of Sponsor's construction and renovation work at the Building, potentially on a phase by phase, floor by floor, or area by area basis as determined acceptable by DOB. Sponsor, however, makes no warranty, representation or guaranty as to the date of the issuance of the temporary Certificate of Occupancy or the date of substantial completion due to Unavoidable Delays or that the Department of Buildings will issue a FCO within two (2) years after issuance of the first temporary Certificate of Occupancy.

If Sponsor fails to obtain a permanent Certificate of Occupancy for the Property prior to the First Closing, Sponsor will be obligated to direct the Escrow Agent to hold and maintain all deposits and funds in the special escrow account required by GBL Section 352-e(2-b) unless the Sponsor's engineer, architect or other qualified expert certifies that a lesser amount will be reasonably necessary to complete the work needed to obtain a permanent certificate of occupancy, in which case the sum exceeding the amount so certified by Sponsor's engineer, architect or other qualified expert may be released from the special escrow

account. Alternatively, Sponsor must deposit with the Escrow Agent an unconditional, irrevocable letter of credit, post a surety bond in the amount so certified, or provide other collateral acceptable to the Office of the Attorney General and previously disclosed in an amendment to the Plan. Any amount held in Escrow, in excess of the amount so certified as reasonably necessary to complete the work needed to obtain the permanent Certificate of Occupancy, can be released from escrow upon the receipt by Escrow Agent of a request by Sponsor.

Following the recording of the Declaration, Sponsor will deliver, assign or otherwise grant to the Condominium Board, on behalf of all Unit Owners the right to proceed under any assignable warranties and other undertakings received by Sponsor from contractors, materialmen or others in connection with the construction and equipping of the Building, except that warranties and undertakings received by Sponsor which relate to appliances, equipment or fixtures located in the Unit of a Purchaser shall be assigned to such Purchaser on the date of closing of title to the Unit. Purchasers should be aware that warranties vary in length, depending partly on when the appliance, equipment and fixtures covered by such warranties are initially delivered or installed. Sponsor makes no representation as to which, if any, of the warranties will continue to remain in force upon the Closing Date of any particular Unit.

Sponsor will bear all costs and expenses to be incurred in connection with the creation of the Condominium and the preparation, filing and distribution of this Plan. In addition, Sponsor will pay all selling expenses and brokerage commissions of the Selling Agent or other broker engaged by Sponsor.

Sponsor will pay for the authorized and proper work involved in the construction and establishment and sale of the condominium that Sponsor is obligated to complete under the Plan and will cause all mechanics liens with respect to such construction to be discharged or bonded promptly after Sponsor receives notice of the filing of the same. Alternatively, Sponsor will cause the Sponsor's Designated Title Company or the title insurance company insuring a Purchaser's title to a Unit, to affirmatively insure against collection of such liens out of, or enforcement of the same against, such Unit by posting a bond or bonds or escrowing a sum of money or entering into an undertaking or other agreement with the Sponsor's Designated Title Company or the Purchaser's title insurance company. However, if a Purchaser's title insurance company refuses to grant such affirmative insurance and the Sponsor's Designated Title Company or any other title or abstract company which is a member of the New York State Land Title Association, Inc. would have been willing to grant the same at its regular rates without additional premium, neither such lack of affirmative insurance nor the existence of the liens in question will constitute a valid objection to title.

Following the issuance of a final Certificate of Occupancy for the Building, or earlier upon the expiration of the Initial Control Period to the extent available, Sponsor will deliver to the Condominium Board:

1. A complete set of "as-built" plans for the entire Building, i.e. structural, mechanical, electrical and plumbing approved shop drawings and other documentation reflecting amendments the plans filed with the Department of Buildings.

2. Operation and Maintenance manuals for mechanical and electronic equipment and major equipment start-up sheets, to the extent provided by the manufacturers.

3. Copies of any original test and balance reports for the HVAC equipment as may be required by Code, if any.

4. Copies of any NYC Department of Environmental Protection Asbestos Control Program (ACP) forms filed in connection with the project certified in accordance with applicable Code provisions by

a NYC DEP Certified Asbestos Investigator, which are filed prior to issuance of a building permit by the NYC Department of Buildings.

Sponsor and its designees shall have the right, until all Unsold Units are sold, to use, without charge, portions of the Building, including the Common Elements and any Amenity Facilities, for exhibitions, events, promotional functions in connection with its sales programs for Unsold Units.

During the period when Sponsor is completing construction of the Building and the Units, the Sponsor will have a right of access to Units and Common Elements to complete such construction. Sponsor shall exercise this rights of access in such manner as will not unreasonably interfere with the use of the Units for their permitted purposes. Such entry shall be permitted on not less than one (1) day's notice, except that no such notice shall be required in the event of any repair or replacements immediately necessary for the preservation or safety of the Building, for the safety of the occupants therein, or to avoid the suspension of necessary service of the Building. The Sponsor shall have the responsibility of repairing any damage resulting therefrom. No fee or charge may be imposed by the Condominium Board or any Unit Owner for any such access.

During such construction period, moves into the Building may be restricted to certain periods when the elevators and other access to the Building are not being utilized by the construction trades, construction workers and related personnel who will be at the Property from time to time completing construction of the Building, making adjustments and corrections and performing various tasks related to the completion of construction. During this period, various building systems, including but not limited to water supply, air conditioning, heating, cooling, ventilating and elevators, may need to be shut down temporarily. Sponsor and its designees will have the right to and may utilize elevators and other building systems and may install and retain scaffolding and other equipment on and in the Building to complete construction of the Building.

Sponsor may not fully complete the decoration of portions of the Building, including, without limitation, the lobbies or corridors in the Building, the installation of light fixtures, the hanging of wall coverings or laying carpeting, or gardens or other exterior amenities, until a particular portion of the Building is complete or a particular floor is fully occupied by Unit Owners. The Condominium Board may refuse to permit a Unit Owner to perform alterations in a Unit until such time as the Building has been completed and a final Certificate of Occupancy has been obtained therefor. Certain services, such as telecommunications, and other similar services may be provided by outside suppliers and delays in providing these services will not be the responsibility of the Sponsor. Such suppliers may not provide these services until occupancy in the Building has reached certain levels.

The first Temporary Certificate of Occupancy may issue for some but not all of the Units and Sponsor may complete construction of certain Units before others. Accordingly, Purchasers should be aware that they may be required to close title to their Units while construction in other Units is continuing, possibly, for extended periods of time, and that noise, dust and other objectionable conditions inherent in a construction site may inconvenience Unit Owners after they have taken occupancy of their Units. Please refer to the Section of the Plan entitled "Description of Property" in Part I of the Plan for further details.

Sponsor has made no representation with respect to any obligation to sell, or to endeavor to sell, any Units to purchasers for personal occupancy other than those necessary to declare this Plan effective, and Sponsor has reserved the unconditional right to hold and/or rent unsold Units rather than sell units as they become available. Sponsor does not represent that it will endeavor in good faith to sell units rather than rent units that may be or may become vacant. Prospective Purchasers should be aware that they potentially may be living with transient tenants in Units for an indefinite period, while Sponsor determines, in its sole discretion, whether to rent or sell Units. In addition, Sponsor will have a significant role in the governance

of the Condominium by reason of its voting control of the Condominium Board during the period provided in the By-Laws. Even thereafter, Sponsor will continue to have a voice in governance due to its right to designate a specified minority of the Condominium Board for so long as Sponsor owns one or more Unsold Units. Moreover, Sponsor and any other nonresident Owners will at all times have the same right as Owner-occupants to vote on issues that require the approval or consent of Unit Owners, such as the exercise of the Boards's right of first refusal or consent of Unit Owners to borrow money under certain circumstances.

CONTROL BY SPONSOR

Prior to the first annual meeting of Unit Owners (the "First Annual Meeting") and thereafter until the end of the Initial Control Period, the affairs of the Condominium will be controlled by individuals designated or elected by Sponsor as described in the "Condominium Board" section of the Plan. The Board shall initially consist of two (2) members designated by Sponsor from time to time until the First Annual Meeting. At such meeting, the incumbent two-member Board will resign and a new five (5) member Board shall be elected by the Unit Owners (including Sponsor or its designees and the Commercial Unit Owner), subject to rights of the Sponsor or its designees and the Commercial Unit Owner to designate members as described below.

The by-laws do not include a provision that a majority of the board of managers must be owner-occupants or members of an owner-occupant's household who are unrelated to the sponsor and its principals after the end of an initial sponsor control period. Rather, as provided in the by-laws, except for members designated or elected by Sponsor or the Commercial Unit Owner or their designees, all members of the Condominium Board shall be either: (i) individual Residential Unit Owners; (ii) individual Permitted Mortgagees; (iii) officers, directors, shareholders, partners, principals, employees, or beneficiaries of corporations, partnerships, fiduciaries, or any other entities that are Unit Owners or Permitted Mortgagees; or (iv) adult Family Members of any of the foregoing.

There is no limit on the length of time that Sponsor may control the Condominium Board. During the Initial Control Period, which is defined in this Plan as the period ending on the later to occur of: (i) the fifth anniversary of the First Closing, or (ii) the closing of title to Units representing more than 90%, both in number and in aggregate Common Interests, of all Residential Units, and from and after the first annual meeting of the Unit Owners held pursuant to the By-Laws if called by the Sponsor, in its sole discretion prior to the end of the Initial Control Period, and assuming a five (5) member Condominium Board, Sponsor or its designees as owner of Residential Units shall have the right to designate three of the five members of the Condominium Board (which is three of the four Residential Members,) and the Commercial Unit Owner (whether the Sponsor or otherwise) shall have the right to designate one (1) Commercial Member, which members may be related to or affiliated with Sponsor or Commercial Unit Owner. The fifth such member, who shall not be related to or affiliated with Sponsor, shall be elected by the Unit Owners. Accordingly, Sponsor could control the Board for at least five (5) years after the First Closing, even if Sponsor no longer owns any Units at such time. After the Initial Control Period, Sponsor shall have the right to designate one (1) Residential Member for so long as Sponsor owns one (1) Residential Unit. In addition, at all times, the Commercial Unit Owner shall be entitled to designate one (1) Commercial Member of the Condominium Board or, in the event the Commercial Unit is subdivided, to elect one (1) Commercial Member of the Condominium Board.

Sponsor or its designees shall not exercise voting control of the Condominium Board, either through its right of designation or through its voting its interests, beyond the Initial Control Period. If at the expiration of the Initial Control Period, a majority of members of the Condominium Board serve by reason of the designations or votes cast by Sponsor or its designees for Managers who are principals, employees

and/or agents of or related to Sponsor, a special meeting of Unit Owners shall be called within thirty (30) days after the expiration of the Initial Control Period for the purpose of electing a new Condominium Board.

At all times, Sponsor shall have the right to vote all of the Common Interests attributable to Units owned by Sponsor on all matters as to which Unit Owners vote other than with respect to the election of the Condominium Board. Neither the exercise of the right of designation or to vote for Condominium Board members under the control of Sponsor or its designees or the Commercial Unit Owner nor any other provision of the By-Laws shall impair the right of Sponsor or its designees or the Commercial Unit Owner to vote for any other candidates for the Condominium Board, including nominees who are not related or affiliated to Sponsor or its designees or the Commercial Unit Owner, provided such votes by the Sponsor or its designees or the Commercial Unit Owner do not constitute an exercise of voting control as provided at law

Notwithstanding the foregoing, because Sponsor reserves the unconditional right to rent or lease the Units, there is no commitment to sell more Units than the fifteen percent (15%) necessary to declare this Plan effective. Even if the Plan is declared effective with a minimum number of sales, it is possible that the Sponsor may be able to close Units with fewer than the minimum number of sales, if Purchasers counted towards effectiveness do not ultimately purchase a Unit. Thus, the First Annual Meeting may never occur (meaning Purchasers may never have an opportunity to express their opinions with respect to the operation of the Condominium) and owner-occupants may never gain effective control and management of the Condominium. As a result of the foregoing, there is no provision in the By-Laws for a majority of the Board to be owner-occupants or members of an owner-occupant's household who are unrelated to Sponsor and its principals within two (2) years after the First Closing. Owner occupants and non-resident owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing, i.e., purchase as a home as opposed to as an investment.

Until Sponsor no longer designates or elects a majority of the members of the Condominium Board who are principals, employees and/or agents of or related to Sponsor, Sponsor will, through its control of the Board, have control of the maintenance and operation of, and the services to be provided by, the Condominium. Sponsor will also be able to control the determination of the Common Charges to be paid by all Unit Owners.

Notwithstanding anything to the contrary contained in the By-Laws, so long as Sponsor or its designees or both shall continue to collectively own Units representing 25% or more in aggregate Common Interest, but not longer than five (5) years from the First Closing, neither the Condominium Board, nor the Unit Owners nor the Managing Agent shall take any of the following actions: (i) make any additions, alterations, or improvement to the Common Elements or to any Unit, except those required by Law; (ii) 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 five (5%) percent in the aggregate of the estimated Common Expenses for any year of operation; (iii) increase the number or change the type of employees from that described in Schedule B; (iv) enter into any service or maintenance contracts for work not required by law or contemplated in Schedule B; (v) borrow money on behalf of the Condominium; or (vi) amend the Declaration or the By-Laws except as specifically permitted by such documents. Notwithstanding the foregoing, Sponsor or its designees may not exercise such veto power over expenses described in Schedule B or over expenses reasonably required: (i) to comply with applicable laws or regulations, or (ii) to remedy any notice of violation, or (iii) to remedy any work order by an insurer.

The number of members of the Condominium Board may not be increased without the consent of the owner of the Unsold Units for so long as there remains one (1) Unsold Unit and the Commercial Unit Owner. If at any time it is determined to increase or decrease the size of the Condominium Board, the

representation of Sponsor or its designees and the Commercial Unit Owner shall be changed proportionally.

Whenever, pursuant to any provision of the By-Laws, the consent, approval, satisfaction or permission of Sponsor or its designees or the Commercial Unit Owner is required, the granting of such consent, approval, permission or acknowledgment of satisfaction shall be solely in the discretion of the party whose consent, approval, satisfaction or permission is required and no standard of reasonableness shall be imposed on such party. If the Condominium Board, any Unit Owner, or other Person that is subject to the terms of the By-Laws fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) days after request therefor, to take any action that the Condominium Board, such Unit Owner, or Person is required to execute, acknowledge and deliver or to take pursuant to the By-Laws at the request of Sponsor or its designees, then Sponsor or its designees is hereby authorized, as attorney in-fact for the Condominium Board, such Unit Owner, or other Person, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of the Condominium Board, such Unit Owner, or other Person, and such document or action shall be binding on the Condominium Board, such Unit Owner or other Person.

CONDOMINIUM BOARD

The affairs of the Condominium shall be governed by the Condominium Board, which shall consist initially of two members designated by Sponsor. The first officers and members of the Condominium Board will be: Raymond Chalmé, President, and Daniel M. Blanco, Vice President, Secretary and Treasurer. The members are principals of the Sponsor and employees of an affiliate of Sponsor.

The by-laws do not include a provision that a majority of the Condominium Board must be owner-occupants or members of an owner-occupant's household who are unrelated to the sponsor and its principals, after the end of an initial sponsor control period. Rather, as provided in Section 2.1 of the By-Laws, except for members designated or elected by Sponsor or its designees or the Commercial Unit Owner, all members of the Condominium Board shall be either: (i) individual Unit Owners; (ii) individual Permitted Mortgagees; (iii) officers, directors, members, managers, shareholders, partners, principals, employees, or beneficiaries of corporations, partnerships, fiduciaries, or any other entities that are Unit Owners or Permitted Mortgagees; or (iv) adult Family Members of any of the foregoing. Four Members of the five member Condominium Board will be designated or elected by Residential Unit Owners and one Member by the Commercial Unit Owner. The Commercial Unit Owner will not otherwise participate, as owner of the Commercial Unit, in the election of other members of the Condominium Board. The Commercial Unit Owner shall have the right to fully participate in all other business and votes of the Unit Owners and the Commercial Member shall have the right to fully participate in all business and votes of the Condominium Board on all matters relating to the General Common Elements, the Residential Common Elements, Residential Limited Common Elements, Residential Units, the Garage Parking Space Units, the Commercial Unit or otherwise to the fullest extent permitted by law. However, no Unit Owner may be elected to serve on the Condominium Board if the Condominium Board has perfected a lien against such Unit Owner's Unit and the amount necessary to release such lien has not been paid at the time of such election. Other than members elected by Sponsor or its designees or the Commercial Member, no member shall continue to serve on the Condominium Board after he ceases to be a Unit Owner or an interested party in a Unit Owner, as specified in this paragraph.

Since the By-Laws permit individuals other than owner-occupants to be nominated or elected to the Condominium Board, owner-occupants may not control the board or operation of the property during such transition or ever. Owner-occupants and non-resident owners, including the Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing, i.e., purchase as a home as opposed to as an investment.

Within 30 days after the end of the Initial Control Period, or at such earlier time as Sponsor deems in the best interest of the parties in its sole discretion, Sponsor shall call the first annual meeting of the Unit Owners. At such meeting, the incumbent two-member Condominium Board shall resign and a new five-member Condominium Board shall be elected by the Unit Owners and/or designated by Sponsor and the Commercial Unit Owner. Thereafter, annual meetings of the Unit Owners shall be held on or about the anniversary of such date each succeeding year. At such meetings the Condominium Board shall be elected by ballot of the Unit Owners and/or designated by Sponsor and the Commercial Unit Owner in accordance with the requirements of Article 2 of these By-Laws. The Unit Owners may also transact such other business of the Condominium as any properly come before them. Prior to the actual meeting at which the Unit Owners elect the Condominium Board as provided in the By-Laws, Sponsor may call, in its discretion, meetings of the Unit Owners so that the Condominium Board designated by Sponsor can report to Unit Owners, or for such other purpose as the Board determines.

Special meetings of Unit Owners may be called by resolution of the Condominium Board or on petition of Unit Owners having in the aggregate not less than 25% of the Common Interest of all Unit Owners. The By-Laws also provide for the calling of a special meeting of Unit Owners for the purpose of electing a new Condominium Board within thirty (30) days after the expiration of the Initial Control Period.

The members of the Condominium Board will have no liability to Unit Owners for errors of judgment, negligence, or otherwise, except that individual members will be liable for their own bad faith or involved intentional misconduct or a knowing violation of law or that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled. The Condominium Board may contract or effect other transactions with any member thereof, with any Unit Owner, with Sponsor, or with any affiliate of any of them at competitive rates without incurring any liability for self-dealing.

The Unit Owners shall severally indemnify each member of the Condominium Board against any liability or claim, contractual or otherwise, except those arising out of the bad faith or intentional misconduct of such member or that are contrary to law or the terms of the Declaration or the By-Laws. However, the liability of any Unit Owner on account of such indemnification will be limited to such proportionate share thereof as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners.

All officers and members of the Condominium Board shall serve without compensation.

A Residential Member of the Condominium Board may be removed with or without cause by an affirmative vote of a majority of Residential Unit Owners who are present at a meeting containing a quorum of Residential Unit Owners, provided, however, that any Residential Member designated by Sponsor or its designee may only be removed by Sponsor or its designee. Any member of the Condominium Board whose proposed removal is to be acted upon at a meeting of the Unit Owners shall be given prior written notice thereof and an opportunity to be present and heard at the meeting. The Commercial Member may only be removed by the Commercial Unit Owner. Notwithstanding the foregoing, the Condominium Board shall have the right to remove, for cause only, any member of the Condominium Board designated by either Sponsor or its designees or the Commercial Unit Owner subject to the rights of the Sponsor or its designees or the Commercial Unit Owner, as applicable, to designate the replacement as provided below. Any member of the Condominium Board may resign his membership at any time by giving written notice thereof to the Condominium Board and, with respect to members of the Condominium Board designated as such or elected by Sponsor or its designees, to Sponsor or such designee. In addition, any member of the Condominium Board who shall cease to be qualified for membership pursuant to the terms of the By-Laws shall be deemed to have resigned his membership effective as of the date upon which such qualification shall cease. Any officer may be removed, without cause, by vote of a majority of the Condominium Board at a meeting called

for such purpose.

Any vacancy on the Condominium Board shall be filled by a vote of a majority of the remaining Managers. Notwithstanding the foregoing, any vacancy on the Condominium Board that is caused by the removal, resignation, or death of a member who was designated as such or elected by Sponsor or its designees shall be filled by an individual designated by Sponsor or such designee, and any vacancy on the Condominium Board that is caused by the removal, resignation, or death of a Commercial Member shall be filled by an individual designated by the Commercial Unit Owner. Each member of the Condominium Board who is elected thereto or designated as such to fill a vacancy shall serve as a member of the Condominium Board for the remainder of the term of the member he replaced and until his successor shall be selected and qualified at the appropriate annual meeting of the Unit Owners.

Each Unit Owner (including Sponsor or its designees, the Commercial Unit Owner or the Condominium Board if any shall then own title to one or more Units) shall be entitled to one vote for each 0.0001% of Common Interest applicable to their Unit(s). The presence, in person or by proxy, of Unit Owners having a majority of the votes of all Unit Owners shall constitute a quorum at all meetings of the Unit Owners, and, unless otherwise provided, the decision of the Unit Owners casting a majority of the votes of the Unit Owners at a meeting at which a quorum shall be present shall be binding upon all of the Unit Owners.

Generally, subject to certain exceptions and provided that any required consent of the Mortgage Representatives is obtained, the Declaration, these By-Laws may be modified or amended by the vote of at least 66 2/3% in number and in Common Interests of all Unit Owners. The Rules and Regulations may be amended by vote of the Condominium Board but only to apply to the Residential Units and use of the Common Elements by Residential Unit Owners. In addition, Sponsor or its designees or the Commercial Unit Owner shall have the right to amend, or to require the Condominium Board to amend, the Declaration and By-Laws (together with such other documents, plans and maps as may be required to effectuate same), at any time, without the requirement of a vote and without the approval or consent of any Unit Owner or Mortgage Representatives, for the purposes of documenting permitted alterations, changes or re-allocations of Unsold Units, or documenting any changes to the Commercial Unit or any Residential Unit permitted pursuant to the Declaration, or making insubstantial changes to the Condominium Documents as to any Unsold Unit or the Commercial Unit. However, the Declaration, the By-Laws and the Rules and Regulations may not be amended or modified so as to adversely affect, change or impair the right reserved to Sponsor or its designees or the Commercial Unit Owner in the Condominium Documents without the prior written consent of Sponsor or said designee and the Commercial Unit Owner as applicable. In addition, the provisions of the Declaration, the By-Laws and the Rules and Regulations relating to the use of a Unit Owner's Unit or the allocation of Common Interest appurtenant to a Unit Owner's Unit may not be amended without the consent of the Unit Owner affected by such amendment.

RIGHTS AND OBLIGATIONS OF THE UNIT OWNERS AND THE CONDOMINIUM BOARD

Sales and Leases of Units

Each owner of a Residential Unit may sell or lease his Residential Unit, but only by complying with the provisions and restrictions contained in the By-Laws. Any Residential Unit Owner other than Sponsor or its designees who receives a bona fide offer for the sale or lease of his Unit which he intends to accept, or who enters into any Contract of Sale or Lease for his Unit shall give notice thereof to the Condominium Board, and shall offer to sell or lease his Residential Unit, on the same terms and conditions as are contained

in such outside offer (subject to certain minor variances as set forth in Article 7 of the By-Laws) the Condominium Board or to its designee or to a purchaser or tenant produced by the Condominium Board.

Within thirty (30) days after receipt of such notice from a Residential Unit Owner, the Condominium Board may elect to purchase or lease or to produce a purchaser or tenant who will purchase or lease such Residential Unit, on behalf of all Residential Unit Owners or to produce a third party purchaser or tenant who will purchase or lease such Residential Unit. In connection with its decision whether to exercise its option, the Residential Unit Owner shall submit to the Condominium Board, in writing, such further information with respect to the outside offeror and the terms of sale or lease as the Condominium Board may reasonably request. In addition, and subject to certain exceptions and limitations, no Residential Unit Owner may lease his Residential Unit for any short-term or transient tenancy. For purposes hereof, the term "short-term" shall mean a term of less than one (1) year.

In the event the Condominium Board shall fail to accept such offer or to produce a purchaser or a tenant within such thirty day period, or fails to act within said thirty-day period, the Residential Unit Owner shall be free to contract to sell or lease such Residential Unit within sixty days after the expiration of the period in which the Condominium Board might have accepted such offer on the terms and conditions and to the person as provided in the Residential Unit Owner's notice to the Condominium Board. If the Residential Unit Owner does not enter into a contract or lease on such terms within that period, or if such sale or lease shall not be consummated as so provided, then should such Residential Unit Owner thereafter elect to sell or lease his Residential Unit, whether to the same or another person on the same or other terms and conditions, the Residential Unit Owner shall be required to again comply with all of the terms and provisions of the By-Laws.

The Condominium Board shall not exercise any option to purchase any Residential Unit, whether directly or by a designee on behalf of all Residential Unit Owners, without the prior approval of a majority in Common Interests of the Residential Unit Owners. Acquisitions of Units by the Condominium Board, or its designee, on behalf of all Residential Unit Owners, may be made from the working capital and Common Charges in the hands of the Condominium Board, or if such are insufficient, the Condominium Board may levy an assessment againsteach Residential Unit Owner and Garage Parking Space Unit Owner in proportion to his Percentage of Residential Interest, as a Residential Common Expense, which assessment shall be enforceable in the same manner as provided in the By-Laws, or the Condominium Board, in its discretion, may borrow money to finance the acquisition of such Unit, provided, however, that no financing may be secured by an encumbrance on or a hypothecation of any property other than the Residential Unit to be purchased together with its Appurtenant Interests so to be acquired by the Condominium Board and provided further that all principal repayment, interest and other costs and expenses in connection with any such borrowing shall be a Residential Common Expense. This restriction shall not apply to an election by the Condominium Board to produce a third party purchaser or to lease or produce a tenant to lease a Unit, which elections may be made by the Condominium Board without action by the Unit Owners.

The foregoing restrictions on sales or leases shall not apply with respect to any lease, sale or conveyance of a Residential Unit by: (i) a Unit Owner to any of his adult Family Members, to any combination of the same, or to a trust for the benefit of any of them; (ii) Sponsor or its designees; (iii) the Condominium Board or a Board Designated Purchaser; (iv) a party conveying a Unit in connection with the foreclosure of a mortgage or other lien covering such Unit or delivering a deed in lieu of such foreclosure; or (v) any Permitted Mortgagee or his nominee, who has acquired title to any Residential Unit at any foreclosure sale of his Permitted Mortgage or by deed in lieu thereof delivered in a bona fide transaction, provided, however, that each succeeding Residential Unit Owner shall be bound by, and his Unit shall continue to be subject to, all of the terms and conditions of the By-Laws.

Any Unit Owner shall be free to convey or transfer his Unit by gift, or to devise the same by will or to have the same pass by intestacy, without restriction, provided, however, that each succeeding Unit Owner shall be bound by, and his Unit shall be subject to, the provisions of the By-Laws. The Condominium Board shall be entitled to fix by resolution and collect before any sale or lease of a Residential Unit is consummated, a reasonable charge to cover its expenses, and any fees due the Managing Agent or any attorney retained by the Condominium Board, in connection with the sale or lease. In addition, the By-Laws provide that at the closing of title to each Unit, the Purchaser of the Unit will be required to contribute a sum equal to an aggregate total of two (2) months' Common Charges then in effect: one (1) month's Common Charges to the Condominium to its Reserve Fund for capital expenditures and one (1) month's Common Charges to the Condominium to its Working Capital. The By-Laws further provide that the Condominium Board may, by resolution (and without any further action by Unit Owners) increase either of those contribution requirements to an aggregate amount of up to three (3) months of the Common Charges in effect at the time of transfer, or reduce or eliminate such charges on future sales. Any increase in such contributions above an aggregate of three (3) months of the Common Charges in effect at the time of transfer will require an amendment to the By-Laws. No increase in the aforementioned charges from the original aggregate total of two (2) months' Common Charges then in effect shall apply to the sale or lease of any Unit by Sponsor or its designees. None of the aforementioned charges shall apply to the sale or lease of a Unit by Sponsor to any designee of Sponsor or to any Permitted Mortgagee of Sponsor or its nominee, who has acquired title to any Unit at any foreclosure sale of its Permitted Mortgage to Sponsor or by deed in lieu thereof delivered in a bona fide transaction; provided, however, that each succeeding sale by such Unit Owner shall be subject to the obligation that such charges be paid as and to the extent provided in the By-Laws.

In addition, the foregoing restrictions shall in no event apply to a sale, lease or conveyance of all or a portion of the Commercial Unit. Sponsor and its designees and the Commercial Unit Owner from time to time shall have the right to freely sell their Units or freely lease all or any of them without having to offer the same for sale or lease to the Condominium Board or otherwise subject to the restrictions set forth in the foregoing provisions of the By-Laws. Such provisions may not be amended without the consent of Sponsor or its designees as to the Unsold Residential Units or the Commercial Unit Owner as to the Commercial Unit.

A Residential Unit which is acquired by purchase or lease by the Condominium Board may be used only in accordance with the Condominium Documents. The Condominium Documents provide that a Residential Unit may be used for residential purposes or, if permitted by applicable law, as a professional or business office or other purpose. The rent from the leasing or subleasing of a Residential Unit or proceeds from the sale of a Residential Unit after deduction of all expenses incurred in connection with generating the same shall constitute income of the Residential Unit Owners, and shall be collected on behalf of the Residential Unit Owners by the Condominium Board and applied against the Residential Common Expenses for the year in which collected. The excess of such amounts over Residential Common Expenses shall be applied by the Condominium Board against the Residential Common Expenses for the next succeeding year(s) of operation, and debt service, if any, and no Unit Owner shall be entitled to a distribution of any portion of such excess unless the Condominium Board shall determine to distribute all or part of such excess to all Residential Unit Owners pro rata in proportion to their respective Percentage of Residential Interest.

The leasing of Residential Units after the First Closing is not subject to government controls as to rents and continued occupancy. In addition to the terms described above, however, no Residential Unit Owner (other than Sponsor or its designees) may lease his Residential Unit for any short-term or transient tenancy. For purposes hereof, the term "short-term" shall mean a term of less than one (1) year.

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

No Unit Owner shall execute any deed or any other instrument conveying title to his Unit without including therein his Appurtenant Interests, it being the intention to prevent any severance of such combined ownership. No part of the Appurtenant Interests of 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 interests are appurtenant or as part of a sale, conveyance or other disposition of such part of the Appurtenant Interests of all Units. No Residential Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his Unit unless he shall have paid in full to the Condominium Board all unpaid Common Charges and Assessments theretofore assessed against such Unit and shall have satisfied all unpaid liens, other than that of Permitted Mortgages, levied against such Unit.

The description above with respect to the sale or lease of a Residential Unit shall apply as well to the sale or lease of a Garage Parking Space Unit, except as may be specifically provided or more particularly described in the "Garage Parking Spaces and Storage Lockers" section of the Plan.

Mortgages of Units

Each Owner of a Residential Unit, a Garage Parking Space Unit or a Commercial Unit may mortgage his Unit, provided that, with respect to Units other than the Commercial Unit and Unsold Units, the conditions with respect thereto set forth in the By-Laws are first complied with by such Unit Owner. As more fully set forth in the By-Laws, these conditions include the requirements that: (a) the mortgage be substantially in the form of the New York statutory form of mortgage, except for such changes or additions as may be required to permit a lender to make the loan; (b) the Condominium Board is notified in writing of the making of such mortgage and is given a copy thereof and (c) the Unit Owner making such mortgage is not in arrears for Common Charges and Assessments. Sponsor or its designees, as the owner of Unsold Units, and the Commercial Unit Owner shall have the right to mortgage the Unsold Units and the Commercial Unit, respectively, without any restriction or limitation with respect to the form of mortgage or otherwise; and any mortgagee of a Residential Unsold Unit owned by Sponsor or its designees or of the Commercial Unit shall be deemed for all purposes to be a "permitted mortgagee".

Common Charges: Assessment, Collection and Lien for Non-Payment

The Condominium Board shall from time to time, and at least annually, prepare a Budget for the Condominium and determine the amount of the Common Charges payable by the Unit Owners to meet the Common Expenses of the Condominium. In preparing such Budgets from time to time, the Condominium Board shall allocate and assess such Common Charges and expenses among the Unit Owners according to their respective Common Interests, but subject to such different method of allocation as is set forth in the "Budget for the First Year of Condominium Operation", Schedule B to the Plan (the "Condominium Budget") or as may be determined by the Condominium Board to reflect exclusive use or the availability or control of particular Common Elements or services provided by the Condominium. The Condominium Board is authorized to specifically allocate expenses or specific expense items and apportion Common Charges of the Units resulting from changes in use or from changed circumstances. The Common Expenses shall include, without limitation, such amounts as the Condominium Board may deem proper for the operation and maintenance of the Property, including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the Common Expenses for any prior year. In addition, the Common Expenses may also include such amounts as may be required for the purchase or lease by the Condominium Board or its designee, on behalf of all Residential Unit Owners, of any Unit whose owner had elected to sell or lease such Unit or of any Unit which is to be sold at foreclosure or other judicial sale. The Condominium Board shall advise all Unit Owners promptly, in writing, of the amount of Common Charges payable by each of them as determined by the Condominium Board as aforesaid and shall furnish copies of such budget on which such common

charges are based, to all Unit Owners. All costs and expenses which are allocable solely to the repair, maintenance and operation of a particular Unit or Units, as the case may be, shall be borne solely by the Owner(s) of such Unit(s). Notwithstanding this section, the power of the Board is subject to the restrictions contained in the By-Laws relating to repairs and maintenance of General Common Elements, Residential Limited Common Elements and Residential Common Elements. In no event shall common charges or assessments or other funds received by the Condominium Board in connection with the General Common Elements be utilized to defray any Residential Common Expenses and in no event shall Common Charges or Special Assessments or other funds received by the Condominium Board in connection with the Residential Common Elements be utilized to defray any General Common Expenses.

All Unit Owners shall be obligated to pay Common Charges assessed by the Condominium Board at such time or times as the Condominium Board shall determine. The Condominium Board may also impose a reasonable late charge for late payment of Common Charges, which shall be added to the Unit Owner's Common Charges, and which shall be a lien upon the Unit Owner's Unit if not paid. Assessments for Common Charges are the personal obligation of the person owning the Unit at the time the assessment becomes due.

No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against his Unit subsequent to a sale, transfer, or other conveyance (made in accordance with the provisions of the By-Laws) of such Unit. A purchaser of a Unit shall be liable for the payment of Common Charges assessed and unpaid against such Unit prior to the acquisition of such Unit, except that, to the extent permitted by law, a mortgagee or other purchaser of a Unit at a foreclosure sale of such Unit shall not be liable for, and such Unit shall not be subject to a lien for, the payment of Common Charges assessed prior to the foreclosure sale. In the event of a foreclosure sale of a Unit by a mortgagee, the owner of such Unit prior to the foreclosure sale shall remain liable for the payment of all unpaid Common Charges thereafter accrued prior to such sale. In addition, any Unit Owner may, subject to the terms and conditions specified in the By-Laws, provided that is Unit is free and clear of liens and encumbrances other than a permissible mortgage and the statutory lien for the unpaid Common Charges, convey his Unit, together with the Appurtenant Interests, to the Condominium Board, or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, and in such event be exempt from Common Charges thereafter accruing.

The Condominium Board shall take prompt action to collect any Common Charge due from any Unit Owner which remains unpaid for more than thirty (30) days after the due date for payment thereof. In the event any Unit Owner shall fail to make prompt payment of its Common Charges or any assessment as determined by the Condominium Board, such Unit Owner shall be obligated to pay interest at the highest legal rate on such unpaid Common Charges computed from the due date thereof, in addition to any late charge which may have been imposed, together with all expenses, including attorneys' fees, paid or incurred by the Condominium Board or the Managing Agent in connection with collecting such unpaid amounts, including but not limited to those paid or incurred in any proceeding brought to collect such unpaid Common Charges or assessments or in an action to foreclose the lien on such Unit arising from said unpaid Common Charges or assessments. The Condominium Board shall have the right and obligation to attempt to recover such Common Charges or assessments, together with interest thereon, and the expenses of the proceeding, including attorneys' fees, in an action to recover the same brought against such Unit Owner, or (in the event of Common Charges) by foreclosure of the lien on such Unit granted by Section 339-z of the Condominium Act, in the manner provided in Section 339-aa thereof. While Sponsor or its designees is in control of the Condominium Board, it will cause the Board to file a lien as provided for in Section 339-aa of the Condominium Act against Units with respect to which Sponsor or such designees is in arrears of Common Charges by more than thirty (30) days.

Under the provision of Section 339-z of the Condominium Act and Section 5.4 of the By-Laws, the

Condominium Board will have a lien, on behalf of all Unit Owners, on each Unit for unpaid Common Charges assessed against such Unit together with interest thereon. A lien for non-payment of Common Charges granted pursuant to Section 339-z of the Condominium Act has priority over all other liens except (i) liens for taxes on the Unit in favor of the assessing unit, school district, special district, county or other taxing unit, and (ii) sums paid on a first mortgage of record.

In any action brought by the Condominium Board to foreclose a lien on a Unit because of unpaid Common Charges, the Unit Owner shall be required to pay a reasonable rental for the use of his Unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Condominium Board, acting on behalf of all Residential Unit Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, cast the votes appurtenant to (other than for the election of Members to the Condominium Board), convey or otherwise deal with the same. A suit to recover a money judgment for unpaid Common Charges shall be maintainable without foreclosing or waiving the lien securing the same. In the event that the net proceeds received on such foreclosure (after deduction of all legal fees and disbursements, advertising costs, brokerage commissions, court costs and other costs and expenses paid or incurred in connection therewith) shall be insufficient to satisfy the defaulting Unit Owner's obligations to the Condominium, such Unit Owner shall remain liable for the deficit.

Section 339-kk of the Condominium Act provides certain rights to the Condominium Association with respect to rents payable by a subtenant in an apartment owned by a "non-occupying owner" (as defined in §339-kk) who defaults in the payments of common charges, assessments or late fees. Prospective purchasers should review the full text of §339-kk, set forth in Part II of the Plan.

Repairs

Generally, all Maintenance, whether structural or non-structural, ordinary or extraordinary in or to any Unit, including the interior side of entrance doors thereto and all window frames and entrance and Private Terrace door frames within any Unit (excluding Common Elements included therein except as otherwise provided in the By-Laws) shall be made by the owner of such Unit at such Unit Owner's sole cost and expense.

Generally, all Maintenance, whether structural or non-structural, ordinary or extraordinary, in or to the General Common Elements (whether such Common Elements are located outside a Unit or within a Unit) shall be made by the Condominium Board and the cost and expense thereof shall be charged to the Unit Owners as a Common Expense.

Generally, all Maintenance, whether structural or non-structural, ordinary or extraordinary in or to the Residential Common Elements (whether such Residential Common Elements are located outside a Unit or within a Unit) shall be made by the Condominium Board and the cost and expense thereof shall be charged to the Residential Unit Owners as a Residential Common Expense. Notwithstanding the foregoing and the definition of Residential Units as set forth in the Declaration, solely for purposes of the obligation of the Condominium Board to perform Maintenance, whether structural or non-structural, ordinary or extraordinary, in or to the portion of the Residential Units consisting of the entire exterior envelope of the building of the building including but not limited to face brick, parapets and roof systems, other than those portions that are specifically part of the Commercial Unit, such portion shall be considered Residential Common Elements and charged as a Residential Common Expense. Notwithstanding the foregoing and the definition of Garage Parking Space Units as set forth in the Declaration, solely for purposes of the obligation of the Condominium Board to perform Maintenance, whether structural or non-structural, ordinary or extraordinary, in or to the Garage Parking Space Units, the entire garage area in which the Garage Parking Spaces are located shall be considered Residential Common Elements and charged as a Residential Common Expense.

The interior and exterior glass surfaces of all windows, and all Private Terrace doors located within any Unit must be washed and cleaned by the Unit Owner thereof at such Unit Owner's sole cost and expense. Unit Owners shall be responsible for replacing broken window glass in their Units. The exterior of all front doors to Units shall not be painted or decorated other than with the prior written consent of the Condominium Board. The Condominium Board may from time to time enforce the responsibility of Unit Owners to wash and clean the interior and exterior surfaces of windows and glass doors located in their respective Units and charge the defaulting Unit Owner therefor. Unit Owners are prohibited from cleaning or allowing to be cleaned any window or glass doors from the outside in violation of Section 202 of the New York State Labor Law, any other applicable Legal Requirements, any insurance policy or requirement or otherwise. Unit Owners are also prohibited from making any repair or alteration which would void any warranty covering the building's windows and doors.

Generally, all normal Maintenance of all Residential Limited Common Elements, including the Private Terraces appurtenant to and for the exclusive use of particular Units, including all Maintenance to the pavers or other flooring or surfaces of same, whether installed pursuant to the Plans and Specifications or by the Unit Owner, and including all Maintenance necessary to provide access to the Condominium Board to perform structural or extraordinary Maintenance beneath such pavers or other surfaces, shall be made by the Unit Owner owning such Unit at his own cost and expense.

Generally, all structural or extraordinary Maintenance of all Residential Limited Common Elements, including Private Terraces, including, but not limited to, any leaks in the Private Terraces which are not related to the pavers or other flooring or surfaces of same, or caused by the acts or negligence of the Unit Owners which have the exclusive right to use such Private Terraces or other such areas, and cleaning and painting the sides of the terraces facing away from the usable portions of the Private Terraces, shall be made by the Condominium Board and the cost and expense thereof shall be charged to all Residential Unit Owners as a Residential Common Expense.

All landscaping and maintenance for the planted areas of all Private Terraces shall be made by the Unit Owner owning such Unit at his own cost and expense. All plantings, and all removals or new plantings and any other construction, alterations, additions or improvements in or to the Private Terraces are subject to the approval of the Condominium Board from time to time pursuant to the applicable provisions of the Condominium Documents. The Unit Owner must: (i) advise the Condominium Board in advance of the identity of his landscape contractor, and (ii) obtain and maintain, and cause his contractor to obtain and maintain during the course of such work such insurance as the Condominium Board may reasonably prescribe. The Unit Owner's choice of landscape contractor shall be subject to the reasonable approval by the Condominium Board from time to time.

In the event that any Maintenance to the Property or any part thereof, whether part of a Unit or Common Elements, is necessitated by the negligence, misuse or neglect of (a) any Unit Owner or any guest, agent licensee, tenant or invitee of a Unit Owner, the entire cost thereof shall be borne by such Unit Owner, or (b) the Board, the entire cost thereof shall be charged to the Unit Owners as a Common Expense, or the Residential Unit Owners as a Residential Common Expense, as applicable. In addition, each Unit Owner shall be responsible for all damages to any and all other Units and/or to the Common Elements by reason of his failure to perform any Maintenance to his Unit or any Common Elements or otherwise satisfy the Unit Owner's obligations as provided in the By-Laws.

The Commercial Unit Owner shall not pay any costs or expenses relating to the Maintenance, whether structural or non-structural, ordinary or extraordinary in or to any Residential Unit, Residential Common Elements or Residential Limited Common Elements, and all such costs and expenses shall be charged as a Residential Common Expense. To the extent that any costs and expenses of the Condominium,

whether characterized as ordinary operating expenses or capital expenditures, are required to be specially allocated between the Commercial Unit and the Residential Units pursuant to the Declaration and/or the By-Laws, any payment of same from any reserve fund or working capital fund shall be similarly specially allocated between the Commercial Unit and the Residential Units on the Books and Records of the Condominium. To the extent any subsequent determination of Common Expenses or Assessments by the Condominium Board, however characterized, includes or results in a replenishment of any reserve fund or working capital fund, the full amount of such replenishment, and the payments due from the Commercial Unit Owner and Residential Unit Owners, shall be specially allocated between the Commercial Unit and the Residential Units until full amount of the use of the reserve fund or working capital fund for specially allocated items has been replenished in the same proportion.

At the present time, the Condominium Documents do not provide for any Commercial Limited Common Elements. If in the future any Commercial Limited Common Elements are created, the allocation of normal Maintenance and structural or extraordinary Maintenance of any Commercial Limited Common Elements shall be the same as for Residential Limited Common Elements, and the Residential Unit Owners shall not pay any costs or expenses relating to the Maintenance of Commercial Limited Common Elements.

Each Unit Owner shall grant a right of access to his Unit to the Condominium Board, the Managing Agent and/or any other person authorized by the Condominium Board, for the purpose of making inspections to determine if there exist conditions threatening another Unit or Common Elements, or violations of the By-Laws or Rules and Regulations of the Condominium or any State or Municipal ordinances, or for the purpose of correcting any conditions originating in the Unit and threatening another Unit or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in his Unit or elsewhere in the Building, or to correct any condition which violates the provisions of any mortgage covering another Unit, provided that requests for such entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner, and further provided that such right shall be exercised in such manner as will not unreasonable interfere with the normal use of the Units. In case of an emergency where action is immediately necessary for the preservation or safety of the Building or residents or required to avoid the suspension of any necessary service to the Condominium, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. In exercising any such emergency right of access to or entry to any Unit pursuant to the preceding sentence, the Condominium Board or its Managing Agent shall prior to entry upon such Unit, make reasonable effort to give the Unit Owner notice thereof.

Each Unit Owner shall be responsible for all damages to any and all other Units and/or to the Common Elements by reason of his failure to do the foregoing.

Window Treatment

In order to promote a consistent appearance of the Building from the outside, each Unit Owner will be required to install and maintain window treatments having a neutral-colored backing on windows and Private Terraces in its Unit which face Bleecker Street or Mulberry Street, which window treatments and backings must conform to any specifications (including a new color) established from time to time by the Condominium Board. The window treatment color specification included in the Description of Property and Specifications meet this requirement.

Additions Alterations and Improvements

All alterations, additions or improvements in or to any Common Elements shall be made either by the Condominium Board or Unit Owner required to maintain such Common Elements and the cost and

expense thereof shall be charged either to all Unit Owners as a Common Expense or to all Residential Unit Owners as a Residential Common Expense, or to the Unit Owner responsible therefor, as the case may be. Whenever in the judgment of the Condominium Board the Common Element shall require additions, alterations or improvements costing in excess of $250,000 in the aggregate in any calendar year, the making of such additions, alterations or improvements shall require approval by a majority of the Unit Owners or Residential Units Owners, as applicable, present and voting at a meeting at which a quorum is present (including Sponsor or its designees or other Unsold Unit Owners), and if so approved, the Condominium Board shall proceed with such additions, alterations or improvements and shall assess the appropriate Unit Owners for the cost thereof as a common charge. Any additions, alterations or improvements costing in the aggregate $250,000 or less in any calendar year may be made by the Condominium Board without approval of the Unit Owners, and the cost thereof shall constitute part of the Common Expenses. Notwithstanding the foregoing, for so long as Sponsor or its designees shall own Units representing at least 25% of the Common Interests, but not more than five (5) years from the First Closing, no additions, alterations or improvements shall be made to the Common Elements, regardless of the cost thereof, unless the consent of Sponsor or its designees is first obtained, or such action is required by law.

No Residential Unit Owner shall make any structural addition, alteration or improvement in or to his Unit or any Residential Limited Common Elements appurtenant thereto, without the prior written approval of the Condominium Board. The Condominium Board is required to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit within thirty (30) days after receipt of a complete set of documents and information as to the proposed addition, alteration or improvement, and independent architectural review, if necessary, and failure to do so within the stipulated time shall constitute a denial by the Condominium Board to the proposed addition, alteration or improvement. The Unit Owner can make any non-structural alterations or improvements to the Unit he desires without obtaining the consent of the Board of Managers, but with not less than ten (10) days prior written notice to the Condominium Board and compliance with the provisions of described in the following paragraph, so long as the alterations or improvements do not affect the Building or any Common Element, jeopardize the soundness or safety of the Property, reduce the value thereof or impair any easement therein.

No Residential Unit Owner shall make any structural addition, alteration or improvement in or to a Unit or Residential Limited Common Element nor any non-structural addition, alteration or improvement, without first (i) obtaining and maintaining during the course of such work such insurance as the Condominium Board may reasonably prescribe, and (ii) executing and delivering to the Condominium Board an agreement, in form and substance reasonably satisfactory to the Board, setting forth the reasonable terms and conditions under which such alteration, addition or improvement may be made, including, without limitation, the days and hours during which any such work may be done, and (iii) executing and delivering to the Condominium Board an agreement indemnifying and holding harmless the Board, its members and officers, and all Unit Owners from and against any liability, cost or expense arising out of or connected to such work. The Unit Owner shall also bear the cost of any increased taxes or insurance premiums resulting from his alterations, additions or improvements. Unit Owners shall be responsible for paying to the Managing Agent a reasonable fee, as established by the Condominium Board, for the processing of applications for consent to alterations. These provisions apply to Residential Units even if the alteration, addition or improvement to be made by the Residential Unit Owner is made pursuant to any provision of the Condominium Documents which requires or provides that the Condominium Board may require that Maintenance work be made or performed by a Residential Unit Owner. In connection with any addition, alteration or improvement in or to a Unit, and also any Maintenance of a Unit, the Unit Owner must: (i) advise the Condominium Board in advance of the identity of the contractor, and (ii) obtain and maintain, and cause his contractor to obtain and maintain during the course of such work such insurance as the Condominium Board may reasonably prescribe. The Unit Owner's choice of contractor shall be subject to

the reasonable approval by the Condominium Board from time to time.

No Garage Parking Space Unit Owner shall make any addition, alteration or improvement, structural or non-structural in or to any Garage Parking Space Unit.

Any application to any department of the City of New York or to any other governmental authority for a permit to make an addition, alteration or improvement to any Unit or Residential Limited Common Element will be executed by the Condominium Board without, however, incurring any liability on the part of the Condominium Board or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. All responsibility with respect to any such addition, alteration or improvement shall remain with the Unit Owner until conveyance of the Unit, at which time such responsibility shall pass to and be assumed by the transferee and the successors and assigns of such transferee.

The provisions of the By-Laws described above shall not apply to Units owned by Sponsor or its designees and every subsequent owner of the Commercial Unit, and any additions, alterations and improvements by Sponsor or its designees or the Commercial Unit Owner shall be governed solely by the applicable provisions of Article 12 of the Declaration.

Insurance

The Condominium Board shall be required to obtain and maintain to the extent obtainable, the following insurance: (a) fire insurance with extended coverage normal for a condominium of this type, vandalism and mischief endorsements insuring the Building, including each Unit and the equipment installed therein on the date of recordation of the Declaration or installed thereafter by Sponsor, or replacements thereof, partitions, floors, and ceilings within the Units, together with all service and other machinery contained therein (but not including wall, ceiling or floor decorations or coverings or fixtures, appliances, furniture, furnishings or other personal property supplied or installed by or conveyed to Unit Owners or tenants of Unit Owners) covering the interests of the Condominium, the Condominium Board and all Unit Owners and their mortgagees, as their respective interests may appear, in an amount equal to the agreed upon replacement value of the Building or such other amount as shall be adequate to prevent the Condominium from becoming a coinsurer in the event of casualty loss (exclusive of the costs of excavation and foundations) without deduction for depreciation, as determined by the Condominium Board. Each of said policies shall contain a Condominium Property Endorsement and a New York standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject however, to the loss payment provisions in favor of the Condominium Board or the Insurance Trustee, if any, as herein provided; (b) boiler and machinery insurance; (c) a fidelity bond or bonds in sufficient amounts to fully protect the interest of the Condominium, to be carried on each member of the Condominium Board, officers of the Condominium, managing agent, and any other employees who handle or are responsible for funds of the Condominium; (d) Officers and Directors liability insurance covering officers and members of the Condominium Board; (e) comprehensive general liability insurance covering all claims for bodily injury or property damage arising out of an occurrence in the Common Elements and covering cross liability claims of one insured against another (but not covering the liability of a Unit Owner arising from occurrences within his own Unit); (f) workers' compensation insurance; (g) water damage legal liability; (h) rent insurance in an amount equal to the aggregate of the Common Charges payable to the Condominium Board; (i) elevator collision insurance; and (j) such other insurance as the Condominium Board may determine.

The initial projected limits of liability for all such policies and the cost thereof are described in Note 9 to Schedule B. The cost of all such insurance shall be paid by the Condominium Board and shall be borne

by all Unit Owners as part of the Common Charges.

All such policies shall provide that adjustments shall be made by the Condominium Board and that the net proceeds, if $250,000 or less shall be payable to the Condominium Board, and if more than $250,000 shall be payable to the Insurance Trustee, to be applied for the purposes of the repairing, restoring or rebuilding the Building unless otherwise determined by the Unit Owners. The Insurance Trustee shall be a bank or trust company, having an office in the City and State of New York, designated by the Condominium Board in accordance with the By-Laws.

All policies of physical damage insurance shall contain waivers of (a) subrogation, (b) any defense based on coinsurance, (c) any reduction of pro-rata liability of the insurer as a result of any insurance carried by Unit Owners, and (d) invalidity arising from any acts of the insured or any Unit Owners, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including all mortgagees of Units. The standard mortgagee loss payable clause shall be attached to all policies. Duplicate originals or certificates of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of Units who have requested same in writing, at least then (10) days prior to expiration of the then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Condominium Board may obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the Building (exclusive of the cost of excavation and foundations) including all of the Units and all of the Common Elements therein, without deduction from depreciation, for the purpose of determining the amount of fire insurance to be effected pursuant to this Section.

Unit Owners shall not be prohibited from carrying other insurance for their own benefit, and are advised and shall be required (as described below) to carry other insurance for their own benefit. Each Unit Owner shall be required to maintain, at his own expense: (a) separate insurance on the contents (i.e., all contents which are not Common Elements, including but not limited to cabinets, furniture and other personal property and belongings) of his Unit, in such amount 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 his Unit or its appurtenant Residential Limited Common Elements. All such policies shall contain waivers or subrogation against the Condominium and the Condominium Board and further provide that the liability of the carriers issuing insurance obtained by the Condominium Board shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. Such policies shall be so endorsed as to state that they will in no way conflict with any insurance carried by the Condominium Board. A Purchaser shall be required to provide evidence to the Sponsor and the Condominium Board of such insurance at the time of closing, and thereafter a Unit Owner shall be required to provide evidence to the Condominium Board of such insurance at the time of any transfer of a Unit and from time to time as requested by the Condominium Board.

Repair or Restoration After Fire or Other Casualty

In the event of damage to or destruction of the Building as a result of fire or other casualty, if (a) 75% or more of the Building is destroyed or substantially damaged and 75% or more in Common Interest of the Unit Owners duly and promptly resolve to proceed with repair or restoration, or (b) less than 75% or more of the Building is destroyed or substantially damaged, then in either of such events, the Condominium Board shall arrange for the prompt repair and restoration of the Building (including any damaged Units, but not including any wall, ceiling or floor decorations or coverings or other furniture, furnishings, fixtures or other personal property or equipment of the Unit Owners or a tenant of a Unit Owner), and the Condominium Board shall disburse the proceeds of all insurance policies in appropriate progress payments to the contractors engaged in such repairs and restoration. Any cost of such repair and restoration in excess of the

net insurance proceeds shall constitute a Common Expense and the Condominium Board shall assess all the Unit Owners for such deficit as part of the Common Charges.

In the event of a repair or restoration pursuant to the foregoing and in the event that the net proceeds of insurance received by or payable to the Condominium Board shall exceed the cost of such repair or restoration, then, at the option of the Condominium Board, the excess of such insurance proceeds shall be paid by the Condominium Board or the Insurance Trustee, as the case may be, either (a) in an amount not to exceed $100,000 to the Condominium Board to be placed in the operating or working capital reserves of the Condominium, and/or (b) to all Unit Owners in proportion to their respective interests in the Common Elements after first paying out of the share due each Unit Owner such amounts as may be required to reduce unpaid liens on any Unit in the order of priority of such liens.

If 75% or more of the Building is destroyed or substantially damaged and 75% or more in Common Interest of the Unit Owners do not duly and promptly resolve to proceed with repair or restoration, the Property will not be repaired and shall be subject to an action for partition at the suit of any Unit Owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies shall be divided by the Condominium Board or the Insurance Trustee, as the case may be, among all Unit Owners in proportion to their respective Common Interests, after first paying out of the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of priority of such liens.

Whenever in this Section the words "promptly repair" are used it shall mean repairs are to begin not more than sixty (60) days from the date the Condominium Board notifies the Unit Owner or Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated costs of such work, or not more than ninety (90) days from the date the Condominium Board notifies the Unit Owner or Owners that such proceeds of insurance are insufficient to pay said estimated costs of such work or, in the event the proceeds of insurance are insufficient to pay said estimated costs or such work or, in the event the proceeds of insurance are payable to the Condominium Board or the Insurance Trustee, no more than sixth (60) days from the date of receipt by the Condominium Board of proceeds of insurance on account of such damage or destruction, whether or not sufficient to pay the estimated costs of such work. Whenever the word "promptly resolve" are used it shall also mean not more than sixty (60) days from the date the Condominium Board notifies the Unit Owners that it holds proceeds of insurance on account of such damage or destruction and that such proceeds are or are not sufficient to pay the estimated costs of the work (as the case may be).

Restrictions on the Use of Residential Units and Commercial Unit

As more fully set forth in the Declaration and in the By-Laws, in order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

Each Residential Unit shall be used only as a residence and, subject to compliance with these By-Laws, professional and ancillary business or home occupation use as permitted by law. A Residential Unit may only be occupied by: (i) any individual who is a Residential Unit Owner (or if the Residential Unit Owner is not the occupant of the Residential Unit, another primary occupant designated and approved in writing by the Sponsor at the time the Residential Unit is purchased if purchased from the Sponsor or approved in writing by the Condominium Board) or permitted lessee; (ii) any officer, director, shareholder or employee of any corporation which is a Residential Unit Owner or permitted lessee; (iii) any partner or employee of any partnership which is a Residential Unit Owner or permitted lessee; (iv) any member or employee of any limited liability company which is a Residential Unit Owner or permitted lessee; (v) the fiduciary or beneficiary or employee of any fiduciary which is a Unit Owner or permitted lessee; or (vi) any

principal or employee of any other entity (including, but not limited to, embassies and consulates of foreign governments) which is a Residential Unit Owner or permitted lessee; provided that in each instance in clauses (ii) through (vi) above: (A) the designated officer, director, shareholder, partner, member, fiduciary, beneficiary, principal or employee is designated at the time the Residential Unit is purchased or thereafter by prior written notice to the Condominium Board as the primary occupant of the Residential Unit and is not being designated to use the Unit on a transient basis or as other than the primary occupant; and (B) such use is not, in fact or in effect, part of in furtherance of a program, plan, entity, agreement or other arrangement providing for the leasing of the Residential Unit without compliance with the provisions of these By-Laws relating to leasing or any other short-term, fractional or shared use and/or ownership of such Residential Unit; and (vii) Family Members, domestic employees and/or non-paying guests of any of the foregoing who co-reside in the Residential Unit with such permitted occupant as provided in clauses (i) through (vi) above. Any other occupancy shall be considered a leasing subject to the requirements of Article 7 of the Declaration. Additionally, in no event shall a portion of the Residential Unit (as opposed to the entire Residential Unit) be sold, conveyed, leased, or subleased, and no transient occupant (other than a guest permitted under the applicable provision of the By-Laws may be accommodated therein.

The Commercial Unit and any Units resulting from the subdivision thereof may be used for retail business, commercial and professional purposes or for any other lawful purpose in the sole discretion of Sponsor or other owner of the Commercial Unit.

The Garage Parking Space Units and the Accessible Parking Space may be used for accessory parking for the Unit Owner's automobile or motorcycle as permitted by law, including New York State Multiple Dwelling Law §60, and subject to the Rules and Regulations established by the Condominium Board from time to time. As to the Accessible Parking Space, if no person with physical disabilities resides in the unit as to which the Accessible Parking Space Lease is appurtenant, in order to comply with DOB 2008 Code BC1106.2.1, or any other applicable laws mandating the use or availability of the Accessible Parking Space by persons with disabilities, the Unit Owner who is the tenant under the Accessible Parking Space Lease (the "Accessible Parking Space Tenant") must make the Accessible Parking Space available for use by a resident who is a person with physical disabilities no later than the end of the month following the month in which a request for use of the Accessible Parking Space is made, subject to whatever rights the Accessible Parking Space Tenant may have under applicable law to require compensation from the requesting Unit Owner.

The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units. Any recreational use of Amenity Facilities, including any common terraces that are not Residential Limited Common Elements, shall be subject to rules and restrictions as may be adopted by the Condominium Board from time to time in its sole discretion to modify, limit, condition or eliminate such use.

Notwithstanding the foregoing or anything else contained in the Offering Plan, Sponsor or its designees may, without the consent of either the Condominium Board or the Unit Owners, use any one or more Unsold Units as model apartments and offices for selling, renting, management, operation and promotion of the Units owned by Sponsor or its designees or for any lawful purpose, and as described in the "Easements" subsection below, may also use the Common Elements, including Amenity Facilities, in connection with its marketing and sales programs for Unsold Residential Units.

No nuisances shall be allowed on the Property nor shall any use or practice be allowed that either is a source of unreasonable annoyance to its residents or interferes with the peaceful possession or proper use of the property by its residents or occupants. No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all

governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the Unit Owners, or the Condominium Board, whichever shall have the obligation to maintain or repair such portion of the Property.

No portion of a Residential Unit (other than the entire Unit) may be rented, and no transient tenants may be accommodated therein.

Dogs, cats, birds, reptiles or other animals or common household pets which do not cause a nuisance, health hazard or unsanitary condition may be kept in Residential Units, but only with the prior written consent of the Condominium Board, or as to purchasers from Sponsor, with the prior written consent of Sponsor delivered at the time of closing of title, and subject to the rules and regulations adopted by the Condominium Board from time to time, including those pertaining to the size of a pet and the permitted level of noise. In consents delivered by or at the request of Sponsor to its purchasers at the time of closing, Sponsor may, in its sole discretion, include consent to a post-closing replacement for the pet to which the original consent referred which either dies or is permanently removed from the Unit subject to the following: (a) no replacement pet may be added if the total number of pets in the Unit will be greater than those previously consented to by the Condominium Board or Sponsor, (b) the replacement pet must not be a larger breed than, and must be a comparable breed in terms of apartment building suitability to, the pet being replaced, (c) notice must be given to the Managing Agent when the original pet dies or is removed, and (d) the Unit Owner must notify the Managing Agent of the replacement pet, and confirm in writing that the terms and conditions of any agreement with or indemnification to the Condominium Board previously entered into by the Unit Owner with respect to the pet being replaced, shall continue in full force and effect as to the replacement pet, in accordance with the Condominium's then-applicable rules, and in any event within seven (7) days after the replacement pet is brought to the Property. In no event will any animal be permitted in any portion of the Common Elements unless carried or on a leash. Each Residential Unit Owner who keeps any type of pet in such Unit Owner's Unit may be required to enter into an agreement with the Condominium Board setting forth such other rules regarding pets as the Condominium Board shall deem suitable and indemnifying and holding harmless the Condominium, all Unit Owners and the Managing Agent from all claims and expenses resulting from acts of such pets. No pigeons or other birds or animals shall be fed from the window sills or other public portions of the Building or on the sidewalk or street adjacent to the Building.

Abatement and Enjoinment of Violations by Unit Owners

The violation of any rule or regulation adopted by the Condominium Board, or the breach of any By-Law contained herein, 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 By-Laws (a) upon reasonable notice to the Unit Owner, to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provision hereof (provided, however, that no prior notice shall be required in the event that the Condominium Board shall determine that action is immediately necessary for the preservation or safety of the Property or for the safety of the residents of the Condominium or other persons or required to avoid the suspension of any necessary service to the Condominium); or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Easements

The following easements, among others, are described or created in the Declaration as more particularly set forth therein:

Each Unit Owner (including Sponsor, as long as Sponsor owns any Unit, and Sponsor's designees and the Commercial Unit Owner) shall have an easement, in common with all the other Unit Owners, for ingress and egress through, and for the reasonable use and enjoyment of, all the Common Elements, except the Residential Common Elements and Residential Limited Common Elements appurtenant to the other Units. Notwithstanding the foregoing restriction as to Residential Common Elements and Residential Limited Common Elements: the Commercial Unit Owner shall have an easement for emergency/fire egress through the Residential Common Elements on the Cellar and Ground Floor levels. The Common Elements shall be subject to such easement, for the reasonable purposes for which they are intended but without encroaching upon the rights of other persons to do so.

Each Residential Unit Owner (including Sponsor, as long as Sponsor owns any Residential Unit, and Sponsor's designees) shall have an easement, in common with all the other Residential Unit Owners, for ingress and egress through, and for the reasonable use and enjoyment of, all the Residential Common Elements, and such Residential Common Elements shall be subject to such easement, for the reasonable purposes for which they are intended but without encroaching upon the rights of other persons to do so.

Each Unit Owner shall have, in common with all other Unit Owners, an easement to use any of the Common Elements and all Facilities, whether or not Common Elements, located in, over, under, through, adjacent to, or upon any other Unit or the Common Elements to the extent that such Common Element and Facilities serves, or is necessary to the service of, his Unit, and each Unit and all of the Common Elements shall be subject to such easement.

The Condominium Board shall have an easement and a right of access to each Unit and to the Common Elements and all Facilities therein to inspect the same, to remove violations therefrom and to install, operate, maintain, repair, alter, rebuild, restore and replace any of the Common Elements and Facilities located in, over, under, through, adjacent to, or upon the same, and each Unit and the Common Elements shall be subject to such easement and right of access.

Each Unit shall have an easement of subjacent support and necessity and such easements shall be subject to the same easements in favor of all of the other Units and the Common Elements.

Each Unit Owner whose Unit has one or more of the appurtenant Residential Limited Common Elements shall have an exclusive easement for the use thereof.

The Sponsor or its designees shall have an easement, without the permission of the Condominium Board, to erect upon the Common Elements and maintain Facilities from any Unsold Unit which may be necessary or desirable in connection with any lawful use of such Unsold Unit, and any replacement thereof, provided that such Facilities comply with all applicable laws and municipal regulations. All costs for such Facilities and any necessary permits therefore shall be the responsibility of such Unit Owner.

The Commercial Unit Owner shall have an easement, without the permission of the Condominium Board, to erect upon the Common Elements including the Residential Common Elements and Maintain such Facilities, including but not limited to HVAC equipment, including cooling towers, and chimneys or exhaust flues from any store within the Commercial Unit which may be necessary or desirable in connection with any lawful use of the Commercial Unit, and any replacement thereof, provided that such Facilities, including such HVAC equipment, chimney or exhaust flue, complies with all applicable laws and municipal regulations. All costs for such Facilities, including such chimney or exhaust flue, and any necessary permits therefore shall be the responsibility of the Commercial Unit Owner.

The Owner of the Commercial Unit shall have an easement, without the permission of the

Condominium Board, to use the sidewalks adjacent to the Building on Mulberry Street and Bleecker Street for purposes permitted by law, provided that such use of the sidewalk complies with all applicable laws and municipal regulations, and neither the Condominium Board nor any other Unit Owner shall have any interest in any rent or other compensation that the Commercial Unit Owner may receive in connection therewith. All costs for such use of the sidewalk shall be the responsibility of such Commercial Unit Owner.

The Owner of the Commercial Unit shall have the right to maintain, erect, alter, repair or replace from time to time, at its sole discretion and without the permission of the Condominium Board, exterior signage in the customary form used for such commercial establishments provided that such signs comply with all applicable laws and municipal regulations. All costs for such signs and any necessary permits therefore shall be the responsibility of such Commercial Unit Owner.

Sponsor or its designees and the Commercial Unit Owner shall have an easement, without being subject to any fee or charge (i) to maintain a sales office and/or model Units, (ii) to erect and Maintain from time to time, including but not limited to the right, to the extent not prohibited by law, to use one or more portions of the Common Elements, as designated by Sponsor, in its discretion, one or more freestanding and other selling, directional and informational signs on the Property as it deems necessary for the purposes of advertising the sale or lease of Units of such size and content as Sponsor shall determine, in, on about and adjacent to the Building (including on the exterior walls thereof) and the Property, (iii) to use any Amenity Facilities for exhibitions, events, promotional functions in connection with its sales programs for Unsold Units, and (iv) for access to Units and Common Elements consistent with the purposes of the Plan, as same may be amended, and Sponsor's rights and obligations thereunder, including, without limitation, the right to develop, Maintain, offer, sell and lease Units, together with their interest in the Common Elements, and such easement shall continue until such time as there are no Unsold Units as to the Sponsor or its designees, and at all times as to the Commercial Unit Owner.

Sponsor or its designees, assignees and licensees shall have, and the Units and Common Elements shall be subject to, an easement, (a) to install, utilize, operate and Maintain communications antennas, satellite dishes, switchgear and similar equipment on the roofs, facade and cellar of the Building and elsewhere on the Common Elements and the conduit and other Facilities relating thereto, other than those portions of the roof which constitute Residential Limited Common Elements and to retain any and all income derived therefrom, and (b) to maintain any encroachment on any Unit, or any Common Elements or elsewhere on the Property resulting from the installation, operation, Maintenance thereof. Sponsor shall be entitled to assign, lease, license or otherwise transfer its rights with respect to the foregoing easements and neither the Condominium nor any other Unit Owner shall be entitled to any portion of fees, compensation or other profits received by Sponsor, its designees, assignees, tenants, licensees or transferees for the use of the aforesaid easements or equipment. Any communications antennas, satellite dishes, switchgear, equipment or other facilities placed upon the roof, facade and cellar of the Building and elsewhere on the Common Elements by Sponsor, its designees, assignees, tenants, licensees or transferees shall be the exclusive property of Sponsor, its designees, assignees, tenants, licensees or transferees and neither the Condominium nor any other Unit Owners shall have any rights with respect thereto.

The easements and rights of access granted in this Section 11 shall be exercised in such manner as will not unreasonably interfere with the use of the Units for their permitted purposes. Such entry shall be permitted on not less than one (1) day's notice, except that no such notice shall be required in the event of any repair or replacements immediately necessary for the preservation or safety of the Building, for the safety of the occupants therein, or to avoid the suspension of necessary service of the Building. The user of any easement granted in this Section 11 shall have the responsibility of repairing any damage resulting therefrom. No fee or charge may be imposed by the Condominium Board for any easement granted herein.

The Condominium Board shall have the right to grant such additional electric, gas, steam and other utility easements or relocate any existing utility easements as it shall deem necessary or desirable for the proper operation and maintenance of the Building or any portion thereof; provided that such additional utilities or the relocation of existing utilities will not unreasonably interfere with the permitted uses of the Units.

Real Property Law §339-kk

Section 339-kk of the Real Property Law ("RPL"), a copy of which is set forth in Part II of the Plan, applies to all condominiums in the State of New York, and provides additional financial protection for a condominium association if the sponsor or other non-occupant unit Owner of a Unit fails to make monthly payments for common charges, assessments and late fees due in connection with such owner's Units.

With respect to unsold Units of a condominium owned by a sponsor or by any other non-occupant Unit Owner and occupied by a tenant, RPL §339-kk provides as follows:

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

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

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

(d) A non-occupant Unit Owner who disputes a condominium's claim to rental payments is entitled to present facts supporting such owner's position at the next scheduled meeting of the Condominium Board, which must be held within thirty (30) days after receipt of notice that the Unit Owner seeks to dispute the Condominium's claim.

Sponsor makes no representation or guarantee that any Unit Owner (other than Sponsor), any tenant, or the Condominium, will in fact comply with RPL §339-kk, and Sponsor shall have no liability for their failure to do so.

In addition, Sponsor makes no representation as to (i) RPL §339-kk's effect on the lien priority of a loan heretofore or hereafter made to a non-occupant Unit Owner and secured by a Unit, or whether RPL §339-kk's enactment or compliance therewith by a tenant constitutes a default by the Unit Owner under said loan; (ii) RPL 339-kk's effect on assignments of leases and rents given by a non-occupant Unit Owner to mortgagee in connection with purchase-money financing or otherwise; (iii) the Condominium's remedies if a tenant fails or refuses to make rental payments to the Board after notice from the Board (in accordance with RPL §339-kk) to do so; (iv) the consequence of the Board's failure to give notice to a tenant; or (v) who is responsible for designating an agent to whom rental payments are to be made after the non-occupant Unit Owner is brought current in payment of Common Charges, assessments and late fees.

No representation is made about the tax effects of RPL §339-kk.

Prospective Purchasers should review RPL §339-kk to determine its effect on their own situation.

REAL ESTATE TAXES

In the event that the Units have not been separately assessed for real estate tax purposes prior to the First Closing, then as provided in Section 5.18(A) of the By-Laws and until such time as the Units are separately assessed, real estate taxes on the Property shall be included as part of the Common Expenses of the Condominium. Accordingly, the Condominium Board will pay all real estate taxes with respect to the Condominium and will allocate the entire cost thereof among all Unit Owners in the proportion of each Unit's Common Interest and the Board will have a lien on each Unit for non-payment thereof, as if such charges were Common Charges. After the Units have been separately assessed: (i) each Unit will be taxed as a separate tax lot for real estate tax purposes and the Unit Owner will not be responsible for the payment, nor will his Unit be subjected to any lien arising from the non-payment, of taxes on other Units, and (ii) Unit Owners will be reimbursed for any overpayment of taxes which they may have made to the Condominium Board or assessed for any underpayment of taxes, as the case may be.

Section 581 of the Real Property Tax Law provides that the aggregate assessment of all Units in the Condominium may not exceed the assessment which would be made had the property not been divided into condominium units. The estimated real estate taxes for each Unit for the first year of condominium operation assumes that the amount of real estate taxes payable with respect to each Unit will be levied in the proportion that its Common Interest bears to the Common Interest of all Units. There is no assurance that the New York City taxing authority will allocate taxes between Units in proportion to their respective Common Interests. If it does not, owners of Units having the same Common Interest will pay different amounts of real estate taxes.

It is estimated that the aggregate real estate taxes attributable to all Residential and Garage Parking Space Unit Owners for the first year of Condominium Operation will total approximately **$1,946,011** based on an opinion prepared by Marcus & Pollack LLP dated January 25, 2017 included as the "Real Estate Tax Opinion of Sponsor's Counsel" section of this Plan. Such real estate tax opinion projects that the real estate taxes for the entire Property will total $2,141,605 for the period from December 1, 2019 - November 30, 2020, based on projected annual July 1, 2019 - June 30, 2020 and July 1, 2020 - June 30, 2021 real estate taxes for the entire Property of $1,956,649 and $2,400,543 respectively. Such real estate tax opinion assumes (a) a taxable assessed valuation and transitional (taxable) assessed valuation for the entire Property for the tax year July 1, 2019 - June 30, 2020 $15,177,232 and with a projected tax rate for the entire Property of 12.892%; (b) a taxable assessed valuation and transitional (taxable) assessed valuation for all of the Residential Units and Garage Parking Space Units for the tax year July 1, 2020 - June 30, 2021 totaling of $17,094,819 and with a projected tax rate of 12.892% for the Residential Units and 10.574% for the Garage Parking Space Units and the Commercial Unit. It is noted in that tax opinion letter, however, that the portion of the projected assessed valuation for the first year of condominium ownership from December 1, 2019 - June 30, 2020 is based on the assumption that the project will be 80% completed on the January 5, 2019 taxable status date governing the City's 2019 - 2020 assessment roll. As set forth in that tax opinion letter, estimated aggregate full real estate taxes attributable to all Residential and Garage Parking Space Unit Owners for the projected July 1, 2019 - June 30, 2020 fiscal year are estimated to total approximately **$2,202,098** assuming (a) an assessed valuation for all Residential Units for the tax year July 1, 2020 - June 30, 2021 of $17,018,648 and with a projected tax rate of 12.892%, and (b) an assessed valuation for all Garage Parking Space Units for the tax year July 1, 2020 - June 30, 2021 of $76,171and with a projected tax rate of 10.574%. The estimated taxes for each Unit in the Building were then multiplied by each Unit's

percentage interest in Common Elements.

Accordingly, the estimated real estate taxes payable for the Residential Units for the first year of Condominium operations are projected to be approximately 88% of what the real estate taxes will be for the City's 2020-2021 tax year.

SPONSOR MAKES NO REPRESENTATION THAT THE ASSESSED VALUE OF THE PROPERTY, THE ESTIMATED ALLOCATIONS OR THE TAX RATE WILL NOT BE CHANGED. SPONSOR MAKES NO REPRESENTATIONS REGARDING THE METHODOLOGY WHICH THE TAXING AUTHORITIES WILL USE IN FUTURE TAX YEARS.

The real estate tax estimates for each Unit were calculated on the assumption that the real estate taxes payable with respect to each Unit for the first year of Condominium Operation will be allocated in proportion to each Unit's Common Interest rather than in proportion to each Unit's initially offered purchase price. Upon determination of individual tax lots and individual Unit assessments, the New York City tax authorities may allocate taxes between the Units in proportion to each Unit's Common Interest rather than its purchase price and, if so, Units having the same percentage interest may pay different real estate taxes.

PURCHASERS ARE ADVISED THAT THE FOREGOING INFORMATION IS NOT A GUARANTEE OR WARRANTY (i) regarding the method of allocating real estate taxes which will be employed by the New York City tax assessor; (ii) of the assessed value of the Units during the first year of Condominium Operation or thereafter; or (iii) of the tax rates in effect during the first year of Condominium Operation..

The By-Laws provide that the Condominium Board is entitled to execute and deliver documents necessary in connection with proceedings to obtain reduced real estate tax assessments with respect to Unit Owners, for the benefit and on behalf of (i) all Unit Owners, or (ii) for individual Unit Owners, provided that each such Unit Owner indemnifies the Condominium Board from and against all claims, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from such proceedings. There are currently no tax certiorari proceedings pending with respect to the Property.

Starting with the tax year for which assessments are fixed after the recording of the Declaration, each Unit will be taxed as a separate tax lot for real estate purposes. A Unit Owner will not be responsible for the payment of real estate taxes assessed against other Units, nor will a Unit be subject to a lien arising out of the non-payment of real estate taxes assessed against other Units.

The full amount of real estate taxes payable by Unit Owners with respect to their Units is deductible for income tax purposes but may vary due to changes in the assessed value, the tax rate or the method of assessing real property. In addition, and subject to certain exceptions and limitations, a Unit Owner who itemizes deductions is entitled under present law to deduct for Federal and New York State income tax purposes the amount paid by the Unit Owner on account of interest on any mortgage indebtedness covering the Unit, if the Unit is his primary or secondary residence. Any such tax deductions may vary in future years due to changes in the interest rate on the unit owner's mortgage (if any) or from changes in the allocation of constant debt service payments to interest and principal.

Please refer to the opinion of Marcus & Pollack LLP dated January 25, 2017 included as the "Real Estate Tax Opinion of Sponsor's Counsel" section of this Plan for further discussion regarding real estate taxes for the Property.

Condominium Board as Agent of Unit Owners with Respect to Real Estate Taxes

Each Unit Owner shall, in the Power of Attorney delivered to the Condominium Board at closing, designate the Condominium Board as his attorney-in-fact, which power shall be deemed coupled with an interest, to act as agent for such Unit Owner in accordance with Section 339-y of the Condominium Act to complain or apply to the board of assessment review of the assessing agency by filing a single complaint on behalf of all such Unit Owners, to commence and prosecute a special proceeding for the review of assessments of real property as an aggrieved person, and to seek administrative and judicial review of assessments. The Condominium Board may retain legal counsel on behalf of all Unit Owners for which it is acting as agent and to charge all such Unit Owners a pro rata share of expenses, disbursements and legal fees for which charges the Condominium Board shall have a lien pursuant to Section 339-z of the Condominium Act. Each Unit Owner shall, at the closing of title to his Unit, execute an instrument substantially in the form included in Part II, authorizing the Condominium Board and Sponsor to act on such Unit Owner's behalf.

INCOME TAX DEDUCTIONS TO UNIT OWNERS AND TAX STATUS OF THE CONDOMINIUM

The following discussion of certain income tax consequences of the ownership of Residential Units was prepared by Sponsor based, in part, upon the income tax opinion of Cutler Minikes & Adelman LLP, a copy of which is set forth in the following section of this Plan.

CUTLER MINIKES & ADELMAN LLP IS COUNSEL TO SPONSOR AND NOT TO THE RESIDENTIAL UNIT OWNERS. EACH PURCHASER SHOULD CONSULT THEIR OWN TAX COUNSEL AS TO THE TAX CONSEQUENCES OF RESIDENTIAL UNIT OWNERSHIP.

Deductibility of Mortgage Interest and Real Estate Taxes

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

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

Schedule A contains estimates of the amount of real estate taxes that may be assessed against a Unit. A Unit Owner may be entitled to deduct some or all of such taxes actually paid for Federal and New York State income tax purposes under present law. In calculating individual tax deductions, each Purchaser should add, if applicable, the interest portion of his monthly mortgage payment (subject to exceptions and limitations.)

Taxation of the Condominium

With respect to the taxability of the Condominium, Section 528 of the Internal Revenue Code provides that condominiums are taxable in a manner similar to corporations except to the extent that their

income is received as membership dues, fees or assessments from the Owners of the Units and provided that substantially all of the expenditures are for management, maintenance and care of the condominium property. If the Condominium meets the requirements for qualification as a "homeowners association" under Section 528 of the Internal Revenue Code, which requirements are discussed in the Income Tax Opinion of Sponsor's Counsel, it may elect not to be subject to Federal income tax on amounts received as membership dues, fees or assessments from Residential Unit Owners. If such an election is made, the Condominium will remain liable for Federal income tax on any taxable income it may have from other sources, such as income from assessments from Commercial Unit Owner(s), income from the sale or lease of Units owned by the Condominium or its designee on behalf of all Unit Owners, interest earned on any reserve funds (less expenses directly connected with the production of such income) and other income from sources which do not qualify as membership dues, fees or assessments will be subject to tax.

As discussed in the "Income Tax Opinion of Sponsor's Counsel, based on the information contained in the Plan, including Schedule A to the Plan, and assuming (i) that all the Residential Units constitute at least 85% of the total square footage of all Units of the Condominium, (ii) that all such Residential Units are used by individuals for residential purposes within the meaning of Treasury Regulation § 1.528-4, (iii) that at least 85% of the total square footage of the Common Elements of the Condominium will be used by individuals for residential purposes, and that the uses of storage areas licensed to Residential Unit Owners and parking spaces leased to Residential Unit Owners are considered uses auxiliary to residential use within the meaning of said Treasury Regulation (even though parking use is not specifically listed in said Treasury Regulation), iv) that the Condominium otherwise operates in accordance with the terms of the Plan and the Condominium Documents, and (v) that there are no changes in the facts and/or the relevant provisions of current law, it is the opinion of Sponsor's Counsel that it is likely that the Condominium will be eligible to elect to be treated as a homeowners association under Section 528 of the Code for its first taxable year. If the Condominium Board is eligible, and if it elects to be taxed under Code Section 528, it will be exempt from Federal income tax on all amounts that it receives that qualify as "exempt function income."

If the Condominium does not qualify as a homeowners association, or if it does but chooses not to make the election noted above, the present state of the law is uncertain as to the tax treatment of any income of the Condominium in excess of appropriate deductions and credits. The tax authorities may take the position that the Condominium is a separate taxable entity and that some or all of such income (including the nonmembership, and possibly membership, income described above less expenses related to such income) is subject to Federal corporate income tax, New York State Corporation Franchise Tax and New York City Corporate Franchise or Unincorporated Business Tax. Alternatively, it is possible that some or all of such income might be reportable directly by the Unit Owners or otherwise treated. The tax treatment of the Condominium may be affected by certain United States Treasury Department regulations relating to entity classification. If the Condominium is required to pay taxes, the amount thereof will be additional Common Expenses, assessed to all Unit Owners as part of the Common Charges. Schedule B, First Years Budget for Condominium Operation, does not contemplate any substantial income which might be taxable and accordingly does not budget any amounts for taxes for nonmembership or membership.

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

No warranties are made that the Internal Revenue Service, the New York State Department of Taxation and Finance, or the Finance Administration of The City of New York will continue to 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 Cutler Minikes & Adelman LLP has based its income tax opinion will not change. In no event will Sponsor, Cutler Minikes & Adelman LLP, the Selling Agent, the Managing

Agent, or any other person connected with this offering be liable if it is held that the Residential Unit Owners, or any of them, are not entitled to such income tax deductions. In addition, none of the aforesaid make any warranties with respect to the tax consequences of this Plan or the tax consequences of ownership of any Residential Units offered under the Plan, and no one has been authorized to make such warranties. The opinion of Cutler Minikes & Adelman LLP is limited to the state of the law on the date this Plan was filed with the Department of Law.

CUTLER MINIKES & ADELMAN LLP HAS EXPRESSED NO OPINION WITH RESPECT TO THE INCOME TAX CONSEQUENCES OF OWNING A COMMERCIAL UNIT OR ANY UNITS RESULTING FROM THE SUBDIVISION THEREOF.

CUTLER MINIKES & ADELMAN LLP
ATTORNEYS AT LAW

150 WHITE PLAINS ROAD
SUITE 106
TARRYTOWN, NEW YORK 10591

ANDREW N. CUTLER
JONATHAN Z. MINIKES
RICHARD B. ADELMAN

DIRECT TEL: (212) 983-0072
FACSIMILE: (212) 983-2443
E-MAIL: R.ADELMAN@CMALAWFIRM.COM

NYC OFFICE:
708 THIRD AVENUE
5TH FLOOR
NEW YORK, NY 10017

INCOME TAX OPINION OF SPONSOR'S COUNSEL

April 4, 2017

304 Mulberry Street Operating Company, L.L.C.
80 Broad Street, 2nd Floor
New York, NY 10004

Re: Condominium Offering Plan for
40 Bleecker Street Condominium (the "Condominium")

To Whom It May Concern:

You have requested our opinion concerning (i) the deductibility, for Federal, New York State and New York City income tax purposes, of mortgage interest and real estate taxes paid by individual residents of New York who purchase Residential Units ("Residential Units") for their own residential use pursuant to the above-referenced Offering Plan (the "Plan"), and (ii) the income tax treatment to the of the Condominium (the "Condominium Board") of the assessments payable by Residential Unit owners to meet common expenses of the Condominium ("Common Charges").

In connection with rendering this opinion, we have reviewed the Plan (including the exhibits thereto), relevant sections of the Internal Revenue Code of 1986, as amended (the "Code"), the New York State Tax Law, the New York City Administrative Code, the Regulations promulgated thereunder and such other material as we deemed relevant. The opinions expressed herein are based upon the assumptions that (1) the Plan becomes effective and is consummated in accordance with its terms, (2) condominium ownership of Residential Units located in the premises known as 40 Bleecker Street, New York, NY is established under applicable law, and (3) the legal consequences of the Plan are as described therein. Except where otherwise indicated, the terms used in this opinion have the same meaning as in the Plan.

The Plan provides for the establishment of condominium ownership of the land and building, and appurtenances thereto, comprising 40 Bleecker Street Condominium, situated at 40 Bleecker Street, New York, NY. The Condominium will be comprised of Residential Units, a Commercial Unit and Common Elements. This opinion addresses certain of the Federal, New York State and New York City income tax consequences that would result from the ownership of a Residential Unit by an individual resident of New York for use as his or her own primary or secondary residence. It does not address, among other matters, the tax consequences (i) of the ownership of the Commercial Unit by any person or entity, (ii) of the ownership of Residential Units by corporations, other entities or foreign persons or (iii) of ownership of the Unit conveyed and owned by the Board of Managers of the Condominium for use by the superintendent.

304 Mulberry Street Operating Company, L.L.C.
April 4, 2017

Deductibility of Mortgage Interest and Real Estate Taxes

Each Residential Unit Owner will own his or her Residential Unit and an undivided interest in the Common Elements in fee simple and, under New York State Law, each Residential Unit (including its undivided interest in the Common Elements) will be taxed as a separate parcel for real estate tax purposes. Each Residential Unit Owner may mortgage his or her Residential Unit and become individually liable for the payment of the principal and any finance charges or interest on such mortgage indebtedness, and will be liable to the local tax authority for the tax assessment with respect to his or her interest in the Residential Unit. Under these circumstances, the Internal Revenue Service has ruled that the owner of a residential condominium Unit who itemizes deductions in filing his or her Federal income tax returns may deduct interest paid on his or her mortgage indebtedness and the real estate taxes assessed and paid on his or her interest in the property. Rev. Rul. 64-31, 1964-1 (Part I) C.B. 300.

Based on the foregoing, and subject to the limitations expressed herein, it is our opinion that each individual Residential Unit Owner who itemizes deductions will be entitled under current law to deduct from his or her gross income, for Federal, New York State and New York City income tax purposes, real estate taxes assessed against his or her Residential Unit and paid to the local authority, subject to an overall limitation on itemized deductions as set forth in Section 68 of the Code and applicable New York State and New York City limitations. However, no deduction for real estate taxes is permitted for purposes of the Federal alternative minimum tax. Residential Unit Owners should consult their tax advisers regarding the applicability of the overall limitation on itemized deductions to the deductibility of real estate taxes, and the effect of the alternative minimum tax.

A taxpayer generally is entitled to a deduction for Federal income tax purposes for interest paid during the taxable year on "acquisition indebtedness" or "home equity indebtedness" with respect to a "qualified residence" of the taxpayer. A "qualified residence" means the principal residence of the taxpayer and one other residence of the taxpayer selected by the taxpayer for the taxable year. "Acquisition indebtedness" means any indebtedness which is secured by any qualified residence of the taxpayer and which is incurred in acquiring, constructing or substantially improving the qualified residence (or which constitutes a refinancing thereof, to the extent that such indebtedness does not exceed the amount of the refinanced debt). The aggregate amount treated as acquisition indebtedness for any period cannot exceed $1,000,000 ($500,000 in the case of a married individual filing a separate return). "Home equity indebtedness" means any indebtedness (other than acquisition indebtedness) secured by a qualified residence, up to the excess of the fair market value of such qualified residence over the amount of acquisition indebtedness with respect to such residence. The aggregate amount treated as home equity indebtedness for any period cannot exceed $100,000 ($50,000 in the case of a married individual filing a separate return). Accordingly, an owner of a Residential Unit who itemizes deductions and who uses such Residential Unit as a qualified residence will be entitled, under current law, to deduct from his or her gross income, subject to an overall limitation on itemized deductions as set forth in Section 68 of the Code, for Federal income tax purposes, interest paid by him or her on (i) acquisition indebtedness incurred with respect to such Residential Unit to the extent that such indebtedness, when added to the amount of acquisition indebtedness incurred with respect to a second qualified residence (if any), does not exceed $1,000,000 ($500,000 in the case of a married individual filing a separate return) and (ii) home equity indebtedness with respect to such Residential Unit to the extent that

such indebtedness, when added to the amount of home equity indebtedness incurred with respect to a second qualified residence (if any), does not exceed $100,000 ($50,000 in the case of a married individual filing a separate return). Since the rules and limitations regarding the deductibility of home mortgage interest are complex, purchasers are urged to consult their tax advisers regarding the application of such rules to them, as well as regarding the deductibility of interest with respect to their Residential Units for alternative minimum tax purposes (which at present is subject to rules different from those described above for regular tax purposes). In addition, owners of Residential Units should consult their tax advisers regarding potential limitations on the deductibility of points and prepaid interest, if any, on their mortgage loans and on the overall limitation on the allowance of itemized deductions.

Each owner of a Residential Unit who uses such Residential Unit as a residence will generally be entitled to the same deduction for interest and real estate taxes paid or accrued with respect to such Residential Unit for New York State and New York City income tax purposes as is allowed for Federal (regular) income tax purposes. However, although the overall limitation set forth in Section 68 of the Code does not apply, under New York State and New York City income tax law, itemized deductions, such as interest and real estate tax deductions, are subject to reduction by as much as 50% in the case of individuals having income exceeding certain prescribed levels. Furthermore, purchasers should consult their tax advisers to determine the application, if any, of the New York State and New York City minimum tax to the deduction for interest and real estate taxes with respect to their Residential Units.

Common Charges

Under the Plan, the Condominium Board will, from time to time, assess Common Charges against the Residential Unit Owners generally in proportion to their respective percentage interests in the Common Elements in order to pay the costs and expenses of operating, repairing, and maintaining the Common Elements. In certain circumstances, a condominium management association may elect to be treated as a "homeowners association" within the meaning Code section 528(c) and, therefore, could elect to be exempt from Federal income tax on its exempt function income. In order for the Condominium Board to qualify to make such election, section 528 requires, among other things, that, a condominium management association must meet six conditions: (i) the association must be organized and operated to provide for the acquisition, construction, management, maintenance and care of association' property; (ii) 60% or more of the Association's gross income for the taxable year must consist of solely of amounts received as membership dues, fees or assessments from owners of Units; (iii) 90% of the association's expenditures for the taxable year must be expenditures for the acquisition, construction, management, maintenance and care of the association's property; (iv) no part of the net earnings of the association may inure to the benefit of private individuals, other than by acquiring, constructing or providing management, maintenance and care of the association's property and other than by a rebate of excess maintenance dues, fees or assessments; (v) the association must qualify as a "condominium management association," which is an organization meeting the requirements of condition (i) above with respect to a condominium project in which substantially all of the units in the Condominium be are used by individuals for residences; and (vi) the association must properly elect to have Code Section 528 apply. Treasury Regulations promulgated under section 528 state that substantially all of the condominium units will be considered as used by individuals for residences if at least 85 percent of the total square footage of all the units within the project is used by individuals for residential

purposes. Units which are used for purposes auxiliary to residential use (such as laundry areas, swimming pools, tennis courts, storage rooms and areas used by maintenance personnel) shall be considered used for residential purposes.

You have advised us that the Condominium will consist of one (1) Commercial Unit consisting of approximately 9.97% of the square footage of all Units and sixty-one (61) Residential Units and eleven (11) Garage Parking Space Units (with use ancillary to the residential use) together consisting of approximately 90.03% of the square footage of all Units. Licenses for storage lockers in the Building's cellar and a lease for one (1) ADA-accessible parking space in the Building's cellar will be appurtenant to the Residential Unit of the unit owner who purchases a Unit with a storage locker license or a parking space lease, and the storage lockers and parking spaces will not be offered for sale to any person other than a unit owner of a Residential Unit. Therefore, you have advised us that more than 85% of the square footage of the Units of the Condominium are expected to be used as residences, including areas used for auxiliary purposes such as storage and areas used for accessory use parking. Based on the information contained in the Plan, including Schedule A to the Plan, and assuming (i) that all the Residential Units constitute at least 85% of the total square footage of all Units of the Condominium, (ii) that all such Residential Units are used by individuals for residential purposes within the meaning of Treasury Regulation § 1.528-4, (iii) that at least 85% of the total square footage of the Common Elements of the Condominium will be used by individuals for residential purposes, and that the uses of storage areas licensed to Residential Unit Owners and parking spaces leased to Residential Unit Owners are considered uses auxiliary to residential use within the meaning of said Treasury Regulation (even though parking use is not specifically listed in said Treasury Regulation), (iv) that the Condominium otherwise operates in accordance with the terms of the Plan and the Condominium Documents, and (v) that there are no changes in the facts and/or the relevant provisions of current law, it is likely that the Condominium will be eligible to elect to be treated as a homeowners association under Section 528 of the Code for its first taxable year. If the Condominium Board is eligible, and if it elects to be taxed under Code Section 528, it will be exempt from Federal income tax on all amounts that it receives that qualify as "exempt function income." This consists of amounts received as membership dues, fees or assessments from owners of Units. However, the Condominium Board will be subject to tax on income that is not exempt function income to the extent such income exceeds expenses properly allocable to such income. Continually meeting the qualification for Code Section 528 will require careful periodic planning and monitoring.

Absent the application of section 528, or if the Condominium Board does not make the necessary election, the present state of the law is uncertain as to the proper reporting and tax treatment of the income of the Condominium Board derived from Unit Owners ("membership income") and others ("nonmembership income") in excess of appropriate deductions and credits. It is possible that the Condominium Board could be viewed as an agent or conduit for Unit Owners, in which case each Unit Owner would be required to report his or her proportionate share of nonmembership and possibly membership income (and the deductions attributable thereto) directly on his or her own tax return. Alternatively, the Internal Revenue Service may take the position that the Condominium Board should be treated as a separate entity. In that case, it is unclear whether the Condominium Board would be taxable as a corporation or treated as a partnership. If the Condominium Board is taxable as a corporation, it would be considered a separate taxpayer with respect to income and deductions and return filing requirements and would be subject to Federal corporate income tax,

the New York State Corporation Franchise Tax and the New York City General Corporation Tax. If the Condominium Board is treated as a partnership, the Unit Owners (but not the Condominium Board) would be subject to Federal and New York State income tax on the taxable income of the Condominium Board. In addition, in that instance the Condominium Board may be subject to the New York City Unincorporated Business Tax. In determining the taxable income of the Condominium Board, the Condominium Boards deductions attributable to furnishing services to Unit Owners may be limited to its membership income. Certain amounts expended for the benefit of Residential Unit Owners, and possibly rebates, if any, to Residential Unit Owners of excess membership dues, fees or assessments, may be treated as distributions to them.

The qualification of an organization under Code Section 528 is determined annually at the close of each taxable year, and it is possible that if the Condominium Board does not qualify in one year, it may nevertheless qualify in one or more future years.

We express no opinion concerning (a) any Federal, New York State or New York City tax consequences not explicitly discussed in this opinion, (b) any other aspects of the Plan other than those consequences and aspects explicitly discussed in this opinion, or (c) the tax status and tax consequences of the Plan under the laws of any other state, local or foreign jurisdiction. Except as explicitly provided, this opinion does not address (i) tax consequences which may result with respect to any Residential Units held in connection with a trade or business, or any Residential Units held for purposes of investment or for the production of income, or (ii) tax consequences which may result to a foreign Residential Unit Owner by reason of his or her foreign status, or (iii) tax consequences which may result from the purchase of a Commercial Unit. This opinion also does not discuss the tax consequences which may arise if Residential Units or Common Elements are acquired and/or leased by the Board or the issue of whether a Residential Unit Owner may be deemed to be a resident of the United States, New York State, or New York City as a result of the ownership of a Residential Unit and the attendant income, estate or other tax consequences. We advise, therefore, that each person contemplating the purchase of a Residential Unit consult his or her own tax adviser concerning all such tax matters, as well as with respect to the matters discussed in this opinion.

It should be noted that this opinion is based solely on the facts and documents referred to above and is not binding on the Internal Revenue Service, the New York State Department of Taxation and Finance, or the New York City Department of Finance. Moreover, the Federal, New York State and New York City tax laws and regulations and the rulings and decisions thereunder may change and thereby affect the opinions stated above in whole or in part. We undertake no obligation to update, modify or supplement this opinion in the event of any such change in applicable law, although we have advised Sponsor that it is obligated to do so.

This Opinion is not a guarantee; it is based on existing rules of law applied to the facts and documents referred to above. No assurances can be given that the tax laws upon which we base this opinion will not change. In no event will Cutler Minikes & Adelman LLP, Sponsor, we, the Condominium Board, the Selling Agent, the Managing Agent or any other person be liable if there are changes in the facts on which we relied in issuing this opinion or if there are changes in the applicable statutes, regulations, rulings or decisions on which we relied which cause the Residential Unit Owners not to be entitled to the income

304 Mulberry Street Operating Company, L.L.C.
April 4, 2017

tax deductions described above or which affect the tax treatment of the Condominium Board as described herein.

IRS Circular 230 Disclosure: To ensure compliance with requirements imposed by the U.S. Internal Revenue Service, we inform you that any tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, by any taxpayer for the purpose of (1) avoiding tax-related penalties under the U.S. Internal Revenue Code or (2) promoting, marketing or recommending to another party any tax-related matters addressed herein. Each taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

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

Very truly yours,

Cutler Minikes & Adelman LLP

Cutler Minikes & Adelman LLP

CUTLER MINIKES & ADELMAN LLP
ATTORNEYS AT LAW

150 WHITE PLAINS ROAD
SUITE 106
TARRYTOWN, NEW YORK 10591

ANDREW N. CUTLER
JONATHAN Z. MINIKES
RICHARD B. ADELMAN

DIRECT TEL: (212) 983-0072
FACSIMILE: (212) 983-2443
E-MAIL: R.ADELMAN@CMALAWFIRM.COM

NYC OFFICE:
708 THIRD AVENUE
5TH FLOOR
NEW YORK, NY 10017

OPINION REGARDING ALLOCATION OF COMMON INTERESTS

April 4, 2017

304 Mulberry Street Operating Company, L.L.C.
80 Broad Street, 2nd Floor
New York, NY 10004

Re: Condominium Offering Plan for
40 Bleecker Street Condominium (the "Condominium")

To Whom It May Concern:

You have requested our opinion regarding the allocation of common interests to the Units at the Condominium as required in Title 13 NYCRR Section 20.3(y)(5). Except where otherwise indicated, the terms used in this opinion have the same meaning as in the Offering Plan (the "Plan").

In connection with rendering this opinion, we have reviewed the allocation of Common Interests as shown on Schedule A of the Plan. We have also considered the relevant sections of the New York State Condominium Act and such other materials as we deemed relevant. Our opinion is based upon the factual determinations made by Douglas Elliman, LLC, as set forth in its opinion contained in the Plan as required by 13 NYCRR Section 20.3(i). We have made no independent investigation of the truth or accuracy of the factual determinations of Douglas Elliman, LLC.

Based on our review of the foregoing, we have determined that Common Interests were allocated pursuant to the method set forth in the New York Condominium Act, Section 339-(i)(1)(iv). Accordingly, based on the foregoing it is our opinion that Section 339-(i) has been complied with in assiging Common Interests to the Units. This Opinion is not a guarantee; it is based on existing rules of law applied to the facts and documents referred to above. No assurances can be given that the laws and rules upon which we base this opinion will not change. In no event will Cutler Minikes & Adelman LLP, Sponsor, the Condominium Board, the Selling Agent, the Managing Agent or any other person be liable if there are changes in the facts on which we relied in issuing this opinion or if there are changes in RPL Section 339 or other applicable law.

Very truly yours,

Cutler Minikes & Adelman LLP

Cutler Minikes & Adelman LLP

MARCUS & POLLACK LLP

ATTORNEYS AT LAW

INCLUDING PROFESSIONAL CORPORATIONS

633 THIRD AVENUE

9TH FLOOR

NEW YORK, NY 10017-6796

(212) 490-2900

FAX: (212) 599-3167

www.marcuspollack.com

taxappeal@marcuspollack.com

JOEL R. MARCUS
ROBERT M. POLLACK

GLENN BORIN
PHILIP H. AZARIAN
BRUCE A. BRASKY
STEVEN TISHCO

JESSICA L. GOLDSTEIN
EMILY N. BLATT
ZACHARY L. NATHANSON

January 25, 2017

304 Mulberry Street Operating Company LLC
80 Broad Street, 2nd Floor
New York, New York 10004

Re: 40 Bleecker Street aka 304 Mulberry Street
Manhattan Block 521 Lot 9

Dear Sir/Madam:

You have requested that we project the real estate taxes for the mixed-use residential and commercial condominium building to be constructed at 40 Bleecker Street aka 304 Mulberry Street for which you are the Sponsor under the Offering Plan.

The Aggregate Total Actual (target) and Transitional Assessed Valuations for the existing tax lot that makes up the existing property for the most recent tax years are set forth as follows:

Tax Years	Actual Assessment	Transitional Assessment
2015/16	$9,565,200	$8,303,890
2016/17	$10,408,500	$8,865,716
2017/18	$10,476,450	$9,166,999

You have advised us of the following facts regarding this project:

1. 40 Bleecker Street will be new construction held in the condominium form of ownership. Upon completion there will be sixty-one (61) separately assessed residential condominium dwelling units and one (1) commercial unit and eleven (11) parking space units. The residential condominium component will contain a total of 92,646 sellable square feet. The commercial condominium component will contain 10,375 sellable square feet. The total gross square footage of the whole condominium building including the accessory, amenity, and mechanical areas is approximately 135,511 square feet.

2. Additionally, there will be one (1) parking space designed to meet the requirement for an ADA van accessible space that will be part of the residential common elements. Also, forty (40) storage lockers will be available to residents through license agreements. The storage lockers will not become a condominium unit or separate tax lots, but instead will be part of the residential common elements.

3. You have advised us that the common interest percentage factor for each condominium component as it appears on Schedule A of the Condominium Offering Plan is as follows: Residential Condominium Apartments 89.7062%; Commercial Unit 9.8923%; and Parking Spaces 0.4015%. This letter covers these three components of the condominium. The estimated assessed value for each component is allocated based upon their respective interest in the common elements percentage factor as set forth in the declaration.

4. The site which comprises the subject property currently consists of the tax lot identified on the New York City Department of Finance ("DOF") records as Block 521 Lot 9 in Manhattan.

5. The construction is projected to commence in January 2017 after the demolition of the existing structure. Construction is projected to be completed by November 30, 2019. For purposes of this analysis, we estimate that the property will be assessed as complete on January 5, 2020, the tax status date for tax year 2020/21. We estimate the 2020/21 tax year to be the first tax year in which the City's assessment roll fully reflects the value of the newly constructed building.

6. Once construction has been completed, the property will consist of a single condominium building with separately assessed condominium tax lots for each residential apartment, commercial unit and the eleven (11) parking spaces.

7. The first year of condominium operation is scheduled to extend from December 1, 2019 through November 30, 2020. As this period corresponds with the City's 2019/20 and 2020/21 fiscal tax assessment years, real estate taxes due for the first year of condominium operation will therefore be based on the assessed value of the tax lot for seven (7) months of tax year 2019/20 and five (5) months of tax year 2020/21. We project that the 2019/20 assessment will be based on a building still under construction and the 2020/21 assessed valuation will be based upon the assessment for a completed building.

There are three recognized appraisal methods which are employed by the DOF to determine the full market value of real property. These methods are the original cost method, capitalization of income approach and the sales price comparison method.

The original cost method is based on the theory that the value of a given property is reflected by its cost of construction plus the acquisition cost of the underlying land. This method of valuation is considered a significant indicator of value with respect to new buildings. Relevant data used in the cost method includes material and labor ("hard") costs, and financing, engineering, architectural, testing and professional fees and construction period taxes ("soft") costs.

The capitalization of income method is based upon the proposition that the annual net income generated by a property, when divided by the rate of return an investor at a given time would accept for his money in a competing investment, yields an estimate of the market value of the property. In the past the DOF has also utilized gross income multipliers to value residential property.

The sales price comparison method is founded upon the belief that value can be ascertained by surveying market prices. Market value has been defined as that price which a property would bring in a competitive and open market, wherein both buyer and seller are acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. However, the addition of sale prices of individual units may not be the basis for arriving at the assessed valuation of a residential condominium or cooperative housing corporation.

Real Property Tax Law §581 requires that the DOF assess residential condominiums without regard to their form of ownership. This requirement has been interpreted to mean that cooperatives and condominiums are to be assessed as if they are rental properties, thus requiring a valuation based upon the capitalization of income utilizing rents imputed from comparable rental properties.

In arriving at the assessed valuation for each unit in the Condominium, the building is first assessed in its entirety. This 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 of the projected selling price presented in the Offering Plans for each residential unit bears to the gross sellout price for all residential units available for purchase in the project (hereinafter, "Proportionate Valuation"), 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, the DOF had enunciated a policy which provides for an allocation of 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 the 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.

Reconciliation of the three approaches to valuation discussed above, for recently constructed residential apartment building throughout Manhattan, justifies an estimated overall Actual Assessed Valuation for the entire condominium building (including "land" and "building") upon completion of construction of $18,971,540 or approximately $140 per square foot based on the total building area of 135,511 gross square feet and we estimate the Taxable Assessed Value to be $18,971,540. We project that the assessed value of the completed condominium building would first be reflected on the City's 2020/21 tax assessment roll.

For our projections, we have placed greatest weight on the Comparable Assessment Study. The comparable assessment studies generally indicate that the City's assessment of newly constructed condominiums is often lower than what would normally be indicated by the capitalization of income method. 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 unchanged, or that the indicators of market value will not be adjusted prior to the completion of the referenced project, resulting in an assessment differing from the estimates contained herein.

The most recent and currently available tax rate for residential real property is 12.892% and for commercial property it is 10.574%. For purposes of the following projections, we have assumed that these overall rates will remain in effect for the 2019/20 and 2020/21 tax years. The estimated taxes payable during tax years 2019/20 and 2020/21 for the residential apartments and non-residential condominium unit as defined above are projected as follows:

Estimated Taxes Payable During Tax Year 2019/20 – Building Under Construction:

For purposes of this analysis, we have estimated that as of the January 5, 2019 taxable status date governing the 2019/20 tax year, the property will be assessed as a building still under construction and approximately 80% complete based on the estimated completion date of November 30, 2019.

The estimated Actual assessed valuation for the 2019/20 assessment roll is estimated at $15,177,232. We have estimated the taxable assessment of $15,177,232 for 2019/20. The assessed valuation will be multiplied by the estimated Tax Class 2 tax rate for 2019/20 of 12.892% for residential property to arrive at the estimated 2019/20 real estate taxes.

Estimated Taxes Payable During Tax Year 2020/21 – Upon Completion:

For purposes of this analysis, we have estimated that the property will be assessed as complete on January 5, 2020, the taxable status date governing the 2020/21 assessment roll. The building is estimated to be assessed as a complete building and the total Actual assessed value, inclusive of the 61 residential condominium units, 1 commercial unit and 11 parking spaces, is estimated to be $18,971,540 and the estimated total billable assessed value is $18,971,540.

Allocation of Assessed Value

We estimate that the estimated Assessed Values will be allocated among the residential, commercial, and parking spaces components based upon the common element percentage. For purposes of this analysis, we estimate that in tax year 2020/21 the property is assessed with separately assessed condominium tax lots for each residential apartment, commercial unit, and parking spaces unit.

The estimated allocated assessed values and fiscal year taxes are as follows:

Compact	Estimated Percentage	Tax Year	Taxable Total Assessment	Estimated Tax Rate	Estimated Fiscal Year Taxes	Estimated Taxes for First Year of Condo Operation
Residential	89.7062%	2019/20	$13,614,918	12.892%	$1,755,235	$1,023,887
Residential	89.7062%	2020/21	$17,018,648	12.892%	$2,194,044	$ 914,185
						$1,938,072
Commercial	9.8923%	2019/20	$ 1,501,377	12.892%	$ 193,558	$ 112,909
Commercial	9.8923%	2020/21	$ 1,876,722	10.574%	$ 198,445	$ 82,685
						$ 195,594
Parking	0.4015%	2019/20	$ 60,937	12.892%	$ 7,856	$ 4,583
Parking	0.4015%	2020/21	$ 76,171	10.574%	$ 8,054	$ 3,356
						$ 7,939

For tax year 2019/20, the residential component estimated annual real estate taxes is estimated at $1,755,235 of which seven (7) months or $1,023,887 will fall within the first year of the condominium operation.

For tax year 2019/20, when we estimate that the property is assessed as a single residential tax lot and not yet subdivided into separate condominium tax lots, the commercial component estimated annual real estate taxes is estimated at $193,558 of which seven (7) months or $112,909 will fall within the first year of the condominium operation.

For tax year 2019/20, when we estimate that the property is assessed as a single residential tax lot and not yet subdivided into separate condominium tax lots, the parking spaces component estimated annual real estate taxes is estimated at $7,856 of which seven (7) months or $4,583 will fall within the first year of the condominium operation.

For the tax year 2020/21, when the building is assessed as complete, the residential component real estate taxes is estimated at $2,194,044 of which five (5) months or $914,185 will fall within the first year of the condominium operation.

For the tax year 2020/21, when the building is assessed as complete, the commercial component real estate taxes is estimated at $198,445 of which five (5) months or $82,685 will fall within the first year of the condominium operation.

For the tax year 2020/21, when the building is assessed as complete, the parking spaces component real estate taxes is estimated at $8,054 of which five (5) months or $3,356 will fall within the first year of the condominium operation.

Estimated Real Estate Taxes for the First Year of Condominium Operation – December 1, 2019 through November 30, 2020:

For the first year of condominium operation covering the period of December 1, 2019 through November 30, 2020, we project that the real estate taxes will be based on seven (7) months of tax year 2019/20 and five (5) month of tax year 2020/21. Thus, for the first year of condominium operation, the estimated real estate taxes for the condominium will be as follows:

Residential Condominium Component

For the first year of condominium operation covering the period of December 1, 2019 through November 30, 2020 the estimated real estate taxes for the residential condominium component would be as follows:

December 1, 2019 to June 30, 2020

(7 months of tax year 2019/20 when it is estimated that as of the taxable status date January 5, 2019 the property is still under construction and the residential component is assessed as tax Class 2 for residential condominium use.)

$13,614,918 x 12.892% / 12 x 7 = $1,023,887

and

July 1, 2020 to November 30, 2020

(5 months of tax year 2020/21 when it is estimated that as of the taxable status date January 5, 2020 the property is complete and the residential component is assessed as tax Class 2 for residential condominium use.)

$17,018,648 x 12.892% / 12 x 5 = $914,185

Residential component first year condo operation estimated real estate taxes = $1,938,072

Commercial Condominium Component

For the first year of condominium operation covering the period of December 1, 2019 through November 30, 2020 the estimated real estate taxes for the commercial condominium component would be as follows:

December 1, 2019 to June 30, 2020

(7 months of tax year 2019/20 when it is estimated that as of the taxable status date January 5, 2019, the property is still under construction and the commercial component is assessed as tax Class 2 for residential condominium use.)

$1,501,377 x 12.892% / 12 x 7 = $112,909

and

July 1, 2020 to November 30, 2020

(5 months of tax year 2020/21 when it is estimated that as of the taxable status date January 5, 2020 the property is complete and the commercial component is assessed as tax Class 4 for commercial condominium use.)

$1,876,722 x 10.574% / 12 x 5 = $82,685

Commercial component first year condo operation estimated real estate taxes = $195,594

Parking Spaces Condominium Component

For the first year of condominium operation covering the period of December 1, 2019 through November 30, 2020 the estimated real estate taxes for the parking spaces condominium component would be as follows:

December 1, 2019 to June 30, 2020

(7 months of tax year 2019/20 when it is estimated that as of the taxable status date January 5, 2019, the property is still under construction and the parking spaces component is assessed as tax Class 2 for residential condominium use.)

$60,937 x 12.892% / 12 x 7 = $4,583

and

July 1, 2020 to November 30, 2020

(5 months of tax year 2020/21 when it is estimated that as of the taxable status date January 5, 2020 the property is complete and the parking spaces component is assessed as tax Class 4 for commercial condominium use.)

$76,171 x 10.574% / 12 x 5 = $3,356

Parking spaces component first year condo operation estimated real estate taxes = $7,939

We note that the first year of condominium operation is projected to fall within tax year 2019/20 when we estimate that the building will still be under construction and tax year 2020/21 when we estimate the building will be complete. Real estate taxes in the second year of condominium operation will be significantly higher reflecting 12 months of taxes to be assessed on a fully completed building in operation for tax years 2020/21 and 2021/22 based upon the completion date in November 30, 2019.

The above estimates do not take into account any uptrends in value and/or future increases in the level of assessed valuation applied to the property or any increases in the real estate tax rate.

This letter was prepared at the Sponsor's request. Certain figures set forth herein are approximations derived from material submitted by the Sponsor and are subject to variation. We have not passed upon the accuracy of any figures or estimates contained in the Plan, and offer no warranties of the amount of any real estate taxes for any period. No government agency has passed upon the figures or estimates contained herein.

Prospective purchasers are advised that while there is a formula which has been utilized by the DOF in assessing such properties in the past, it has not been employed consistently, and it is therefore not possible to estimate or determine the post-construction assessed valuation of this property with any degree of certainty. However, the estimates presented below are based upon our interpretation of the current policies and practices of that department. All prospective purchasers are 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.

The projections expressed above are based on our interpretation of the Real Property Tax Law, Administrative Code of the City of New York, and the applicable rules and regulations, policies and practices of the DOF in effect as of the date hereof. While we believe our projections are well founded, they are not intended, and should not be construed as representations or warranties.

You should be aware that the laws, regulations and practices of the DOF upon which this projection 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.

The foregoing analysis is based upon our experience with the DOF and the Tax Commission of the City of New York, and their assessment policies regarding newly constructed properties held in the condominium form of ownership. Application of a particular approach to valuation when actually made may result in assessed valuations significantly more or less than as estimated herein.

We hereby consent to the inclusion of this letter in the Offering Plan.

Very truly yours,

Marcus & Pollack LLP

Marcus & Pollack LLP

MP:md

RESERVE FUND AND WORKING CAPITAL FUND

At the closing of title to each Residential Unit, the Purchaser of the Unit from the Sponsor will be required to contribute a sum equal to a total of two (2) months' Common Charges then in effect: one (1) month's Common Charges (the "Reserve Fund Contribution") to the Condominium as a Reserve Fund for capital expenditures and one (1) month's Common Charges (the "Working Capital Fund") to the Condominium for its Working Capital.

The By-Laws provide that at the closing of title to each Residential Unit for future re-sales of the Units, the Purchaser of the Unit will also be required to contribute a sum equal to a total of two (2) months' Common Charges then in effect: one (1) month's Common Charges to the Condominium to its Reserve Fund for capital expenditures and one (1) month's Common Charges to the Condominium to its Working Capital. The By-Laws further provide that the Condominium Board may, by resolution (and without any further action by Unit Owners) increase either of those contribution requirements to an aggregate amount of up to three (3) months of the Common Charges in effect at the time of transfer, or reduce or eliminate such charges on future sales. But as more fully discussed in the "Rights and Obligations of the Unit Owners and the Condominium Board section of the Plan, such increases shall not apply to transactions involving Sponsor or its designees and such other changes to not apply, in many instances, to sales or transfers to designees of Sponsor or to the Permitted Mortgagee of Sponsor or its nominee. In addition, no reserve fund or working capital fund contributions shall be payable in connection with the Commercial Unit.

No other reserve fund for capital expenditures has been or will be established for the Condominium by the Sponsor. The contingency fund reflected in Schedule B is not intended and may not be sufficient to meet the cost of any major capital repairs or replacements which may be required. If funds are required to meet such costs, it may be necessary to increase monthly Common Charges or impose a special assessment.

The Working Capital Fund will be used for the payment of any net closing adjustments in favor of Sponsor. However, Sponsor will defer any such net closing adjustments with the Condominium Board in its favor which would reduce the Working Capital Fund below zero, with such deferred amounts being due and payable only from amounts collected from Purchasers for Working Capital Fund with the future sale of Units. If the net closing adjustments are in favor of the Condominium Board, the amount thereof will be paid or credited to the Working Capital Fund at the First Closing by Sponsor.

The amounts in the Working Capital Fund remaining after closing adjustments are paid may be held or used for working capital, to make repairs and/or for such other appropriate purposes permitted under the Declaration and the By-Laws as determined by the Condominium Board in its sole discretion.

To the extent that any costs and expenses of the Condominium, whether characterized as ordinary operating expenses or capital expenditures, are required to be specially allocated between the Commercial Unit and the Residential Units pursuant to the Declaration and/or the By-Laws, any payment of same from any reserve fund or working capital fund shall be similarly specially allocated between the Commercial Unit and the Residential Units on the Books and Records of the Condominium. To the extent any subsequent determination of Common Expenses or Assessments by the Condominium Board, however characterized, includes or results in a replenishment of any reserve fund or working capital fund, the full amount of such replenishment, and the payments due from the Commercial Unit Owner and Residential Unit Owners, shall be specially allocated between the Commercial Unit and the Residential Units until full amount of the use of the reserve fund or working capital fund for specially allocated items has been replenished in the same proportion.

No representation is made that the Reserve Fund or Working Capital Fund will be, or is intended to

be, adequate to cover capital or operating 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 Reserve Fund and Working Capital Fund, it may be necessary to increase the Common Charges.

THE PROPERTY IS OFFERED IN ITS CURRENT CONDITION AS SET FORTH IN THIS PLAN, WITHOUT ANY OBLIGATION ON THE PART OF SPONSOR OR THE SELLING AGENT TO MAKE ANY REPAIRS OR IMPROVEMENTS EXCEPT AS SET FORTH IN THE PLAN. NEITHER THE DEPARTMENT OF LAW NOR ANY OTHER GOVERNMENTAL AGENCY HAS PASSED UPON THE ADEQUACY OF THE RESERVE FUND OR WORKING CAPITAL FUND OR UPON THE PHYSICAL CONDITION OF THE BUILDING.

So long as Sponsor controls the Condominium Board, the Reserve Fund and Working Capital Fund shall not be used to reduce projected Common Charges.

Closing Adjustments

Immediately prior to the First Closing, Sponsor shall apportion the following items with the Condominium Board as of the day immediately preceding such closing:

(a) Rents for common elements, if any, as and when collected;

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

(c) fees for assignable permits and licenses, if any;

(d) cost of fuel;

(e) charges for electricity and gas for the Common Elements;

(f) payments under service and maintenance contracts and concession agreements;

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

(h) cost of supplies on hand at Sponsor's cost;

(i) premiums for transferable insurance policies; and

(j) other customary adjustments.

MANAGEMENT AGREEMENT, CONTRACTS AND LEASES

Management Agreement

It is presently contemplated that at or prior to the First Closing, the Condominium Board will enter into a written management agreement with Douglas Elliman Property Management, (the "Managing Agent"), having an office located at 675 Third Avenue, New York, NY 10017 to act as Managing Agent with respect

to the Condominium.

It is contemplated that the term of the Management Agreement will commence on the date of the First Closing, and will continue in force until two (2) years from such date, and thereafter, if not sooner terminated, will be deemed automatically renewed for intervals of thirty (30) days until canceled by either party on thirty (30) days' prior notice. If either the Condominium or the Managing Agent shall fail to perform or abide by any of its material obligations under the Management Agreement, the other party shall have the right to terminate this Agreement on thirty (30) days' prior notice, unless such default is cured within said thirty day period.

The Managing Agent will receive an annual fee of $50,000.00, payable in equal monthly installments. The Managing Agent's fees for the First Year of Condominium Operation are comparable to the "prevailing rate" for such services by professional real estate management firms for similar services in comparable buildings. The Managing Agent will be entitled to additional fees for certain special services performed by it, including, among others, fees for real estate tax rebate program filings, window guard and lead-based paint compliance filings, payroll fees and fire safety compliance. All such fees will be paid by the Condominium Board and will be charged to all Unit Owners as a Common Expense. In addition, for services in connection with the processing of certain applications by unit owners for the sale or lease of a Unit among other things, the Managing Agent may charge a fee which it is authorized to collect directly from the Unit Owner requesting the service.

The duties and services to be rendered by the Managing Agent, which are subject to the instructions and approvals of the Condominium Board, include, among others:

(a) Routine supervision of the Condominium's building service employees who are charged with properly maintaining and operating the Property, provided that, in all cases, such persons employed at the Property shall be the Condominium's and not the Managing Agent's employees and any and all decisions as to hiring, firing, disciplinary actions and terms and conditions of employment shall be made by the Condominium and implemented by the Managing Agent.

(b) Through the use of Owner's building service employees and/or independent contractors, cause the Common Elements to be maintained in such condition as may be deemed advisable by the Condominium Board, including interior and exterior cleaning, and routine repairs and incidental alterations as may be required or appropriate in the course of ordinary maintenance.

(c) Take such action as shall be necessary or desirable to comply with any and all orders or violations affecting the Common Elements.

(d) Enter into contracts in the name of and at the sole expense of the Condominium as the Managing Agent may deem appropriate for services such as electricity, gas, fuel, elevator, utilities and the like.

(e) Purchase on behalf of the Condominium all supplies which shall be necessary to properly maintain and operate the Property.

(f) Upon request by the Condominium, cause liability and property insurance to be effected and/or maintained .

(g) Review and pay or cause to be paid bills for payroll, services, work, supplies, recurring utility bills, fuel oil and sewer rents in connection with maintaining and operating the Property as and when

the same shall become due and payable or at the Condominium Board's direction.

(h) Compile and process applications from prospective unit owners and tenants in connection with proposed sales or leases of units;

(i) Schedule the moving in and out of unit owners and tenants.

(j) Bill and collect Common Charges and rents, including engaging attorneys, at the Condominium's expense, in connection with such efforts;

(k) Consider, when reasonable, attend to the complaints of unit owners and tenants, and advise the Condominium Board of the existence and status of such complaints.

(l) Causing to be prepared and filed all necessary forms for unemployment insurance, withholding and social security taxes and all other tax and other forms relating to the Condominium's employees.

(m) Render monthly statements of receipts and disbursements to the Condominium Board.

(n) Maintain accurate sets of books of account for the Condominium (other than books of account to be maintained by the Condominium's accountants) and orderly files of rent records, insurance policies, leases, receipted bills, and the like;

(o) Cooperate with the Condominium's independent certified public accountants in the preparation of the annual audit of the books and of federal, state, city and any other income and other tax returns of the Condominium;

(p) Prepare for review and approval by the Condominium Board an operating budget of the Condominium's anticipated income and expenses for the Condominium for the ensuing year;

(q) Send notices of, prepare agendas for, and cause a representative of its organization to attend, meetings of the unit owners and meetings of the Condominium Board of the Condominium

(r) Prepare and send out to all unit owners all letters, notices, and reports that the Condominium Board of the Condominium may reasonably request.

(s) If requested by the Condominium Board, cooperate with the Condominium's attorneys (engaged at Condominium's cost and expense) in the preparation of an application for correction of the assessed valuations for real estate taxes for the Units and in instituting tax certiorari proceedings;

(t) Compile and process applications from unit owners seeking permission from the Condominium Board to alter their apartments, including communications with the architects or engineers of the Condominium and the unit owners; coordinate with the Condominium's staff and the unit owner the use of the Property's services and equipment, if necessary; if requested by the Condominium Board, retain an architect or engineer for the Condominium to supervise and verify that the unit owner's alterations are performed in accordance with the proposed plans submitted to the Condominium and in accordance with applicable New York City laws and codes relating to construction or alterations; all subject to the applicable special fees payable by the Condominium Board and unit owners with respect to such services.

(u) Generally, do all things reasonably deemed necessary or desirable by the Condominium

Board for the proper management of the operations of the Common Elements.

The Condominium shall reimburse the Managing Agent for all reasonable out-of-pocket expenses incurred by the Managing Agent in the performance of its duties including, but not limited to, messenger expenses, storage charges for Owner's documents and filing fees. The Board will indemnify the Managing Agent against liability for all claims for injury to any person or property in or about the Property and for all acts properly performed by the Managing Agent pursuant to the Management Agreement or at the instructions of the Condominium, provided, however, any such indemnification shall not cover any claims resulting from the Managing Agent's gross negligence or willful misconduct, and provided that nothing contained in the indemnification shall relieve Managing Agent of its obligations to Condominium for it breach of the terms of the Management Agreement.

The Managing Agent shall have the right to assign the Management Agreement without the Condominium's consent to any affiliate or to a corporation that acquires all the issued and outstanding shares of the Managing Agent, provided, however, that such assignee agrees to assume and perform all of the terms and conditions of the Managing Agent under the Management Agreement from and after the effective date of such assignment. In the event of such an assignment, however, the Condominium may terminate the Management Agreement within sixty (60) days' of receipt of the Managing Agent's notice of assignment.

Sponsor reserves the right during the Initial Control Period to designate any other reputable managing agent to perform all of the duties and services to be performed by the Managing Agent under the Plan and if Sponsor does so, Sponsor will cause such other managing agent to accept employment on terms substantially similar to the terms specified above. After the Initial Control Period, upon the expiration or sooner termination of the then current agreement with the Managing Agent, the Board may designate any other managing agent to perform the duties and services to be performed by the Managing Agent under the Plan. The term "Managing Agent" when used in the Plan with respect to any time after Sponsor or the Board has designated another managing agent shall mean such other agent. The Management Agreement may not be assigned by the Managing Agent without the prior written consent of the Board. Sponsor will amend the Plan to disclose having entered into the Management Agreement promptly after execution thereof.

Other Agreements

Sponsor reserves the right to enter into new agreements that will be binding on the Condominium Board provided Sponsor may not enter into any binding service, maintenance or concession agreement for longer than five (5) years, unless it is customary to enter into a long-term contract for the service rendered, e.g., a cable television contract.

IDENTITY OF PARTIES

Sponsor

Sponsor is 304 Mulberry Street Operating Company, L.L.C., a Delaware limited liability company qualified to do business in the State of New York with an office at c/o Broad Street Development LLC, 80 Broad Street, 2nd Floor, New York, NY 10004. Various members and submembers own equity interests in the Sponsor. But such members, in their capacity as members, are not actively involved in the planning or consummation of this offering. The sole principals of the Sponsor (that is, the sole officers, directors, shareholders or owners of Sponsor who are actively involved in the planning or consummation of the offering) are Raymond E. Chalmé and Daniel M. Blanco who oversee the operations and management of the Sponsor and Sponsor's property on a day-to-day basis, including the marketing and sales of condominium

units pursuant to this Plan. The principals of the Sponsor have the same address as the Sponsor.

The Sponsor has not taken part in public offerings of cooperative interests in realty, including condominiums, in or from New York. Messrs. Chalmé and Blanco have been involved as principals in all aspects of the real estate business, including the acquisition and operation of residential, retail and office properties in New York City, for more than 25 years. Mr. Chalmé and an entity in which he is a principal, own 10% or more of the unsold shares or unsold units in the following condominium: 184 Thompson Street, New York, NY. Messrs. Chalmé and Blanco, and an entity in which they are principals, own 10% or more of the unsold shares or unsold units in the following condominium: 215 Sullivan Street, New York, NY. Both of those offering plans have been accepted for filing by the New York State Department of Law and units in both have closed. The sponsors of the above Offerings are current in their obligations under those offering plans. It is noted that the Board of Managers in the 184 Thompson Street Condominium has commenced actions against the sponsor of that offering plan and its principals in lawsuits entitled Board of Managers of the 184 Thompson Street Condominium v. 184 Thompson Street Owner, LLC, et al, Supreme Court of the State of New York, County of New York, Index No.152413/2015, and Board of Managers of the 184 Thompson Street Condominium v. BSD 184 Thompson, LLC, et al, Supreme Court of the State of New York, County of New York, Index No.152416/2015 (collectively, the "184 Litigations".) That Board of Managers in that condominium has, unsuccessfully to date, asserted, *inter alia*, that the sponsor of that offering plan did not properly calculate or fund the Capital Reserve Fund pursuant to the Reserve Fund Law section of the NYC Administrative Code which applies to buildings like 184 Thompson Street which are converted from rental apartments to condominium ownership. The Board of Managers has asserted several causes of action in the 184 Litigations based on alternative theories and claims relating to how that sponsor calculated the full Capital Reserve Fund contribution which it made and whether that sponsor was entitled to receive the credits it disclosed and took against its Capital Reserve Fund contributions under the Reserve Fund Law for its capital replacement work. The court has dismissed all of the Board of Managers' causes of action against the principals of that sponsor in their entirety, and has dismissed some of the Board of Managers' claims against the Sponsor. That sponsor has disputed the remaining claims and allegations made by that Board of Managers in the 184 Litigations, believes that the allegations and remaining claims not yet dismissed in the lawsuit are without merit and will oppose and seek judgment on such remaining claims in due course of the 184 Litigations. The offering plans for the above Offerings are available for inspection in the Office of the Attorney General located at 120 Broadway, 23rd Floor, New York, NY 10271.

Neither Sponsor nor any of the aforesaid principals has been convicted of a felony nor are there any prior bankruptcies, convictions, injunctions and judgments against the sponsor, any principals of the sponsor, and/or entities in which principals of the sponsor were principals, that may be material to the offering plan or to an offering of securities generally and that occurred within the fifteen (15) years prior to the submission of the proposed offering plan.

Attorneys for Sponsor

Cutler Minikes & Adelman LLP, 150 White Plains Road, Suite 106,Tarrytown, NY 10591 represents Sponsor in connection with the preparation and consummation of this Offering Plan. The principal attorney who is responsible for this matter is Richard B. Adelman, Esq. The interests of Sponsor and the Condominium Board are not identical and they may, at time, conflict. In view of the foregoing, and because of the conflicting and diverse interests of the Condominium Board and Sponsor, it is recommended that each Purchaser consult with his own attorney, prior to executing a Purchase Agreement.

Wachtel Missry LLP, with an address at One Dag Hammarskjold Plaza, 885 Second Avenue, 47th Floor, New York, NY 10017 shall represent the Sponsor in connection with the preparation of Purchase Agreements and the closing of Units, and shall act as the Escrow Agent.

The Managing Agent

Douglas Elliman Property Management, the Managing Agent, which has an office located at 675 Third Avenue, New York, NY 10017, will be the Managing Agent of the Property after the conversion. The Managing Agent also prepared the certifications of the adequacy of the Budget. The Managing Agent has over forty (40) years of real estate management experience managing both residential and commercial properties. The following is a list of the buildings they are presently managing in the New York metropolitan area: 150 Charles Street, 10 Madison Square West, CitySpire Condominium (150 Wets 56th Street), Olympic Tower Condominium (641 Fifth Avenue), 33 East 74th Street and 15 East 69th Street. The Managing Agent has never been convicted of a felony nor are there any injunctions, judgments and/or convictions material to the Plan, or otherwise against the Managing Agent.

The Selling Agent

Douglas Elliman, LLC d/b/a Douglas Elliman Real Estate, having a business office at 575 Madison Avenue, New York, NY 10022 is a licensed real estate broker in the State of New York and is the Selling Agent retained by Sponsor in connection with the offering of the Units. Douglas Elliman Real Estate and its predecessors have been engaged in the sale of condominium and cooperative apartments in New York City for over 40 years. Some of those properties include: 432 Park Avenue, New York, New York; 150 Charles Street, New York, NY; 10 Madison Square West, New York, NY; 71 Laight Street, New York, NY; 36 Bleecker Street, New York, NY; 100 Eleventh Avenue, New York, NY; 333 East 91st Street, New York, NY; 365 Bridge Street, Brooklyn, NY and 11-24 31st Avenue, Long Island City, NY. Douglas Elliman Real Estate and its principals have no prior felony convictions. During the past fifteen (15) years, there were no prior convictions, injunctions or judgments against Douglas Elliman Real Estate or any of its principals that may be material to this Plan or to an offering of securities generally. Douglas Elliman Real Estate has no financial relationship, past or present, to the Sponsor.

Architects/Engineers

Rawlings Architects, P.C., 337 Broome Street, 2nd Floor, New York, NY 10002, has examined the physical condition of the premises and has rendered the reports thereof which are set forth in Part II of the Plan and has prepared the construction plans, the specifications, and the floor plans for the future condominium. The architect and consultants have no financial interests in the Property.

Sponsor's Real Estate Tax Consultant

Marcus & Pollack LLP, 633 Third Avenue, 9th Floor, New York, NY 10017-6796 prepared the estimates of real estate taxes for the first year of condominium operation.

The principals of Sponsor do not have any ownership interest in the selling agent, managing agent, the preparer of the Budget, the architects, or any other professional that provided services in connection with the Plan.

REPORTS TO UNIT OWNERS

Each Unit Owner will be entitled to receive, annually, from the Condominium Board copies of the following:

(1) A financial statement of the Condominium prepared by a certified public accountant within

approximately four and one half (4-1/2) months of the end of each fiscal year of the Condominium. Such statement shall be certified while Sponsor is in control of the Condominium Board.

(2) Prior notice of each annual meeting of Unit Owners.

(3) A copy of the proposed annual budget of the Condominium ten (10) days prior to the date set for implementation of the budget by the Condominium Board.

DOCUMENTS ON FILE

In accordance with Section 352-e(9) of the General Business Law, copies of the Plan and all documents referred to herein and all exhibits submitted to the Department of Law in connection with the filing of the Plan shall be available for inspection and copying by prospective purchasers and by any person who shall have purchased securities offered by this Plan or shall have participated in the offering of such securities at the office of Cutler Minikes & Adelman LLP, 150 White Plains Road, Suite 106, Tarrytown, NY 10591, and shall remain available for such inspection without charge and copying at a reasonable charge for a period of six years after the First Closing.

Sponsor shall deliver to the Condominium Board a copy of all documents filed with the appropriate recording office at the time of the First Closing.

GENERAL

The Plan does not knowingly omit any material fact or contain any untrue statement of any material fact.

There are no outstanding judgments nor are there any lawsuits, administrative proceedings or other proceedings now pending, the outcome of which may materially affect this Offering, the property, Sponsor's capacity to perform all of its obligations under the Plan, the Condominium or the operation of the Condominium.

In accordance with the law of the State and City of New York, Sponsor represents that Sponsor, and the Selling Agent will not discriminate against any person because of his race, creed, color, sex, sexual orientation, disability, marital status, age, ancestry, national origin or any other reason prohibited by applicable civil rights laws in the sale or lease of any Unit.

As of the date of presentation of this Plan, neither Sponsor nor the Selling Agent nor any of their representatives or agents has entered into any preliminary binding agreements or collected any money from prospective purchasers with respect to the purchase of Units other than an Application to Test the Market under Cooperative Policy Statement No. 1, if any.

Sponsor reserves the right, from time to time prior to the First Closing, without obtaining the consent of Purchasers or others, to revise the terms and conditions on which the Units offered hereby are to be sold, including changes affecting the rights, obligations and liabilities of Purchasers and Sponsor. All substantive or material revisions will be contained in a duly filed amendment to this Plan. If a material revision adversely affects the rights, obligations or liabilities of then existing Purchasers, Purchasers will be given the right to rescind their Purchase Agreements within fifteen (15) days of the presentation date of the amendment and to receive a refund of their Down Payment (with interest, if any, earned thereon) within

thirty (30) days after the presentation of the amendment.

No person has been authorized to make any representation which is not expressly contained herein. This Plan may not be changed or modified orally, and no notice need be given prior to the filing of an amendment to this Plan.

Neither the Property nor the Building has been the subject of any prior public offerings.

SPONSOR'S STATEMENT OF SPECIFICATIONS AND BUILDING CONDITION

Sponsor hereby adopts the Description of Property and Specifications set forth in Part II of the Plan. Sponsor represents that it has no knowledge of any material defects or need for major repairs to the Property except as set forth in the Description of Property and Specifications. The rehabilitation to be completed by Sponsor is described in the Description of Property and Specifications. As described and subject to the conditions set forth in the "Description of Property and Specifications" section of the Plan, Sponsor contemplates that construction of the Building will be sufficiently completed to permit closings of Units to begin on or about December 1, 2019. Purchasers should note however that Units will be completed at different times over a period that may begin prior to and/or extend significantly beyond such projected date.

The Description of Property and Specifications states that the provisions of Local Law 11/1998 applies to periodic inspection of the exterior walls and appurtenances of the Building and will require that an inspection be made five years after the exterior walls have been completed and periodically inspected a minimum of every five years thereafter. Based on the presently projected completion date for the work, the Description of Property and Specifications projects that the first Local law Report for Façade Inspection will be due in November 2024.

The Description of Property and Specifications states that no asbestos will be used in the building, no lead based paint will be used in the building, and that any such existing materials will be removed or encapsulated as part of the Sponsor's work.

As set forth in the "Rights and Obligations of Sponsor" section of the Plan, each Unit offered hereby and the fixtures and personal property contained therein, are being sold and delivered "as is", subject to Sponsor's obligation to deliver the Unit in the condition set forth in the Description of Property and Specifications, as described in the Plan at the time of the transfer of title to such Unit, unless Sponsor and the Purchaser of such Unit otherwise agree in writing. Sponsor will not warrant the materials or workmanship of any Unit or any of the Common Elements. The Housing Merchant Implied Warranty Law (General Business Law Article 36-B) is not applicable to this offering, and Sponsor shall not be obligated to correct, repair or replace any defects relating to construction of the Units or the Common Elements or in the installation or operation of any appliances, fixtures, or equipment therein. Notwithstanding the foregoing, Sponsor is obligated to complete its construction and renovation work at the Building substantially in accordance with the provisions of this Plan, all applicable Legal Requirements (as herein defined), and the Description of Property and Specifications which is in Part II of the Plan. Any conflict between the disclaimer in this paragraph and Sponsor's obligations described therein shall be resolved in favor of the latter.

NOTE: Following the recording of the Declaration, Sponsor will deliver, assign or otherwise grant to the Condominium Board, on behalf of all Unit Owners any assignable warranties and other undertakings

received by Sponsor from contractors, materialmen or others in connection with the construction and equipping of the Building, and will assign to the Condominium Board the right to proceed under any such warranties and undertakings, except that warranties and undertakings received by Sponsor which relate to appliances, equipment or fixtures located in the Unit of a Purchaser shall be assigned to such Purchaser on the date of closing of title to the Unit. Purchasers should be aware that warranties vary in length, depending partly on when the appliance, equipment and fixtures covered by such warranties are initially delivered or installed. Sponsor makes no representation as to which, if any, of the warranties will continue to remain in force upon the Closing Date of any particular Unit.

40

BLEECKER

Noho

40 BLEECKER STREET
NEW YORK, NY 10012

PLAN OF CONDOMINIUM OWNERSHIP

PART II

[This page intentionally left blank]

Unit: _____

Parking Space: _____ (or None)

Storage Locker: _____ (or None)

Purchaser(s): _____

_____

---

40 BLEECKER

Noho

PURCHASE AGREEMENT

[This page intentionally left blank]

PURCHASE AGREEMENT
FOR
UNIT NUMBER _____
AT

40 BLEECKER STREET CONDOMINIUM

40 Bleecker Street
New York, NY 10012

(To be executed by Purchaser in triplicate)

AGREEMENT made as of _____, 201__ (this "Agreement"), by and between 304 Mulberry Street Operating Company, L.L.C., a Delaware limited liability company having an office at c/o Broad Street Development, 80 Broad Street, 2nd Floor, New York, NY 10004 ("Seller" or "Sponsor") and _____ having an address at _____ ("Purchaser")

W I T N E S S E T H:

1. Plan. Purchaser acknowledges having received, at least three (3) days prior to the date hereof, and read or waived the reading of, a copy of the Plan for 40 Bleecker Street Condominium and amendments thereto filed with the Department of Law of the State of New York prior to the date hereof (hereinafter collectively referred to as the "Plan"). Purchaser understands that if Purchaser has not been afforded at least three (3) business days prior to Purchaser's signing this Agreement to receive and read the Plan and all filed amendments, then in such event, Purchaser shall have seven (7) days after delivering this Agreement together with the Down Payment to rescind this Agreement and have the Down Payment refunded promptly by either personally delivering a written notice of rescission to Seller or the Selling Agent within the seven (7) day period or mailing the notice of rescission to Seller or the Selling Agent and having the mailing postmarked within the seven (7) day period. Purchaser hereby accepts and approves the Plan including without limitation, the proposed Declaration of Condominium, By-Laws and other documents contained in Part II of the Plan (the "Condominium Documents") and agrees to abide by and be bound by the terms and conditions thereof, as well as all amendments to the Plan duly filed by Seller (including, without limitation, amendments involving any changes, modifications, or updating of the projected Common Charges, the projected real estate taxes to be paid by Purchaser, or Schedule B-"Projected Budget for the First Year of Operation of the Condominium"). Amendments to the Plan shall neither excuse Purchaser from performing Purchaser's obligations hereunder nor entitle Purchaser to any offset or credit against the Purchaser Price and may be made by Seller without Purchaser's consent or approval. In the event of a material adverse amendment, Purchaser shall be given the right to rescind this Agreement. The Plan is incorporated into this Agreement by reference and made a part hereof with the same force and effect as if set forth herein at length. In the event of any inconsistency or conflict between the provisions of this Agreement and those contained in the Plan, the provisions of the Plan shall govern. Purchaser acknowledges having had full opportunity to examine all relevant documents, and to investigate all statements made herein and in the Plan. Terms used in this Agreement and not defined herein will have the meanings ascribed to them in the Plan unless the context thereof otherwise requires.

2. The Unit. Purchaser agrees to purchase from Seller, and Seller agrees to sell to Purchaser, the following Unit(s) and other rights and interests as designated in the Declaration, together with the undivided interest in the Common Elements appurtenant thereto (the "Common Interest"), located in the building on the land more particularly described on Exhibit A annexed hereto and made a part of hereof, upon and subject to the terms and conditions set forth herein:

Unit/Interest	Unit/ Space	Purchase Price	Interest in Common Elements
Residential Unit (the "Unit")		$	%
Garage Parking Space Unit		$	%
Accessible Parking Space Lease		$	n/a
Storage Locker License		$	n/a
Total		$	%

3. Purchase Price.

A. The total Purchase Price (the "Purchase Price") as set forth above is $_____, payable as follows:

(i) $_____ (the "Initial Down Payment") on the signing of this Agreement by check, (subject to collection) receipt of which is hereby acknowledged; and

(ii) $_____ (the "Additional Down Payment") due upon the earlier to occur of (i) six (6) months after Purchaser executes this Agreement or (ii) within fifteen (15) days of the Presentation Date of the amendment declaring the Plan effective (the term "Down Payment", as used herein, refers to both the Initial Down Payment and, if the same has been paid at the time in question, the Additional Down Payment); and

(iii) $_____ (the "Balance"), constituting the balance of the Purchase Price, the balance of the Parking Space Purchase Price and the balance of the Storage Locker License Purchase Price, at the closing, by Purchaser's unendorsed certified check, or an official bank check, drawn on or issued by a bank or trust company that is a member of the New York Clearing House Association.

(iv) If Purchaser is signing this Agreement after the Plan is declared effective, the Initial Down Payment and the Additional Down Payment shall be due upon Purchaser's signing this Agreement.

All checks for the Down Payment due under this agreement shall be unendorsed and made payable to the direct order of **"Wachtel Missry LLP, as Escrow Agent."** All checks for the Balance and all sums due under this agreement shall be unendorsed and made payable to the direct order of Seller or as otherwise directed by Seller. If any check is returned for insufficient funds or any other reason, said return shall be deemed to be a default by Purchaser under this Agreement and shall entitle the Seller to exercise any of the remedies set forth in Article 13 hereof.

B. Purchaser's payment of the Balance and acceptance of a deed to the Unit shall constitute Purchaser's acknowledgment that Seller has satisfactorily performed all of the obligations stated in the Plan and this Agreement to be performed by Seller prior to closing. However, nothing herein contained shall excuse Seller from performing obligations (if any) expressly stated herein or in the Plan to be performed subsequent to the closing, and nothing herein shall be in derogation of the rights of Purchasers under Article 23A of the General Business Law, the Plan or Part 20 of Regulations issued by the Department of Law of the State of New York.

C. Purchaser shall not be obligated to pay the Balance of the Purchase Price or accept title to the Unit unless all of the events set forth under "Closing and Terms of Sale" in Part I of the Plan are met simultaneously with the closing or prior thereto.

4. Funds to be Held in Trust.

A. Seller will hold in trust any and all funds received by it directly or through its agents or employees until the Unit is transferred to Purchaser or the Purchase Agreement is cancelled in accordance with its terms, including the terms of the Tri-Party Escrow Account Rider, entered into among Seller, Purchaser and the Escrow Agent attached hereto and made a part hereof. The deposit by the escrow agent of the Purchaser's Down Payment into the escrow account shall not be deemed acceptance of the Purchase Agreement. The Purchase Agreement shall only be deemed accepted when countersigned by Seller or its authorized agent and delivered to Purchaser or Purchaser's attorney.

B. In the event the Plan is abandoned or withdrawn, or if this Agreement is canceled pursuant to its terms through no fault of the Purchaser, all funds held in trust will be returned to Purchaser with interest, if any, earned and collected thereon, within thirty (30) days after the date of the abandonment or withdrawal except as otherwise provided herein. If at the time the Plan is abandoned or withdrawn the Purchaser shall be in default hereunder and shall have failed to cure said default within the applicable grace period, if any, or if this Agreement had been previously canceled due to Purchaser's uncured default, then Seller shall retain as and for liquidated damages, the Down Payment plus any additional cost or expenses incurred by Seller on account of any special work in the Unit ordered by Purchaser, together with any interest earned and collected thereon (herein collectively called the "Liquidated Sum"), and any sums in excess thereof, together with any interest earned and collected thereon, shall be returned to Purchaser within thirty (30) days after the date of the abandonment or withdrawal. Upon the return or retention of the Down Payment, together with interest earned thereon, this Purchase Agreement pursuant to which the Down Payment was given will be null and void and Seller will have no further obligation or liability to the Purchaser under the Plan or this Purchase Agreement.

C. Upon the payment of the Balance and performance by Purchaser of all of Purchaser's obligations hereunder and the transfer to Purchaser of title to the Unit, Seller will instruct the depository to pay to Purchaser any and all interest earned and collected on the funds deposited hereunder or, at Seller's option, the amount of interest earned may be credited to Purchaser against the Balance, in which event the interest earned in the Deposit escrow account shall be paid to Seller. The Seller, Selling Agent and Escrow Agent will not be liable to Purchaser for the amount of said interest or the payment thereof, except to the extent of any amount received from the depository. All funds due to Seller and received under this Agreement will be handled in accordance with Sections 352-e(2-B) and 352-h of the New York General Business Law. In lieu of depositing the Down Payment into an Attorney Escrow Account, Seller reserves the right to a post a bond issued by a licensed bonding company securing repayment of the aforementioned funds together with interest earned and collected thereon, in the event a Purchaser is entitled to repayment of same. If Seller elects to post a bond, it will submit the form of the bond to the Department of Law for its approval and will notify all affected purchasers by filing an amendment to the Plan.

5. Closing of Title.

A. The closing of title shall be held on the date and at the time and place in the City and State of New York as Seller may designate to Purchaser upon not less than thirty (30) days prior written notice. Seller shall have the right, from time to time, to adjourn the date and time for closing on written notice to Purchaser. If adjourned, Seller shall fix a new date and time for title closing and shall give Purchaser not less than ten (10) days prior written notice of the new scheduled date and time for closing. The date fixed

by Seller, as same may be adjourned by Seller as provided in this Paragraph 5A, is referred to as the "Scheduled Closing Date".

B. If a Purchaser fails for any reason to close title on the Scheduled Closing Date other than due to Seller's failure or inability to close, and Seller elects not to cancel the Purchase Agreement as a result of the same, (i) the apportionments to be made at the closing will be made as of midnight of the day preceding the Scheduled Closing Date, and not as of midnight of the day preceding the Actual Closing Date, and (b) Purchaser shall be required to pay to Sponsor an amount equal to 0.033% of the Purchase Price for each day (which is equivalent to a rate of 12.045% per annum) commencing with the Scheduled Closing Date through the day before the Actual Closing Date. Nothing contained in this Agreement shall require Seller to grant any adjournment.

C. The closing of title shall occur only after or upon compliance with all of the events set forth under "Closing and Terms of Sale" in Part I of the Plan.

6. Deed. At the closing of title, Seller shall deliver to Purchaser a Bargain and Sale Deed with covenants against grantor's acts conveying title to the Unit to Purchaser free and clear of all encumbrances other than those set forth on Exhibits B annexed hereto and made a part hereof (the "Permitted Exceptions"). The deed shall be prepared by Seller and shall be substantially in the form provided in Part II of the Plan and shall be executed and acknowledged by Seller and Purchaser in form for recording. The deed shall be delivered to the representative of the title company insuring Purchaser's title (or, if no title company representative is present then Purchaser's attorney) for recording in the Office of the City Register of New York County. After being recorded, the deed shall be returned to Purchaser.

7. Marketable Title. At the closing of title, except as otherwise set forth in this Agreement, Seller shall convey to Purchaser good and marketable title in fee simple to the Unit subject only to the Permitted Exceptions. Any lien, encumbrance or condition to which title is not to be subject shall not be objections to title if: (a) the instrument required to remove it of record is delivered at or prior to the closing of title, to (at Seller's election) the proper party or to First American Title Insurance Company (or such other title or abstract company designated by Sponsor; the "Seller's Designated Title Company") or to Purchaser's title insurance company at or prior to closing together with the requisite recording or filing fees; or (b) Purchaser's title insurance company will insure Purchaser against its collection or enforcement out of the unit; or (c) Purchaser's title insurance company is unwilling to issue the affirmative insurance described in subsection (b) at its regular rates and without additional premium, and the Seller's Designated Title Company would be willing to do so at its regular rates and without additional premium (as evidenced by the issuance of the same by the Seller's Designated Title Company in connection with the closing of any other Units in the Condominium.) Notwithstanding anything in the Plan or this Purchase Agreement to the contrary, Purchaser is required to accept such title as Seller' Designated Title Company will provide, approve and insure and without additional premium, provided that the only liens, encumbrances and conditions affecting title shall be the Permitted Exceptions. Purchaser may elect to obtain title insurance and/or a title report from any other title insurance company and/or abstract company or not obtain any title insurance at all, at Purchaser's sole discretion. However, Seller is not obligated to cause Purchaser's title company to omit any exception to title if Seller's Designated Title Company is willing to insure Purchaser's title without such exception to title at its regular rates and without additional premium, by either (i) omitting same from Purchaser's title insurance policy or (ii) insuring against collection from the Unit. Purchaser will be responsible to pay to the title company the entire premium for Purchaser's title insurance. In the event there is a delay in the closing of title to a Unit due to clearance of title issues or otherwise as a result of Purchaser utilizing a title company other than Seller's Designated Title Company, Purchaser will be responsible for the additional closing costs.

8. Seller's Inability to Convey Title. In the event that Seller is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Agreement and the Plan, Seller will 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 said inability. If Seller notifies Purchaser of its inability or refusal to cure the defect in title and if Purchaser is not then in default hereunder, Purchaser shall have the option to either: (a) take title to the Unit subject to the title defect (without abatement in or credit to the Purchase Price, or claim or right of action against Seller for damages or otherwise); or (b) cancel this Agreement by notifying the Seller in writing of Purchaser's election to cancel within fifteen (15) days after Seller notified Purchaser of Seller's inability or refusal to cure the title defect. If Purchaser elects to cancel this Agreement, Seller shall refund to Purchaser, within thirty (30) days after receipt of Purchaser's cancellation notice, all sums deposited hereunder, with the interest (if any) earned and collected thereon including a refund of any funds applied for upgrades, extras or custom work. Upon making said refund, this Agreement shall be null and void and neither party shall have any further rights, obligations, or liabilities with respect to the other hereunder or under the Plan. The foregoing option must be exercised by notice of Purchaser in writing sent to Seller within fifteen (15) days after the giving of the Seller's notice of refusal to cure the title defect, failing which, it shall be conclusively deemed that Purchaser elected the first option above (i.e., to acquire title subject to the title defect without abatement in or credit to the Purchase Price, or right of action against Seller for damages or otherwise). Purchaser waives any right to pursue any other remedy at law or equity in such event, including, without limitation, any right to seek, claim or obtain damages (other than for costs as specifically provided in this agreement), punitive damages or consequential damages.

9. Power of Attorney to Condominium Board and Seller. At the closing title, Purchaser shall execute, acknowledge and deliver to the title insurance company insuring Purchaser's title to the Unit or to Seller's attorney for recording in the Office of the City Register New York County, a Power of Attorney in favor of the Board of Managers relative to purchasing or leasing of Units and in favor of Seller relative to amending the Condominium Documents to the extent permitted in the Power of Attorney. The Power of Attorney shall be substantially in the form provided in Part II of the Plan. After being recorded the Power of Attorney shall be sent to the Board of Managers.

10. Closing Adjustments.

A. At the closing of title, Seller and Purchaser shall apportion, as of midnight of the day preceding the closing:

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

(ii) the Unit's share of the insurance premium for the Condominium policy (if said premium is not apportioned at the First Closing between the Seller and the Condominium);

(iii) Utility Charges;

(iv) Any mortgage tax credit received pursuant to Section 339-ee of the Real Property Law which will inure to the benefit of Seller;

(v) Common Charges for the month in which title closes;

(vi) rent and other charges, if any, pursuant to an interim lease or tenancy of the Unit; and

(vii) at Seller's option, the amount of interest earned on the Down Payment as a credit to Purchaser against the Balance, in which event the interest earned in the Deposit escrow account shall be paid to Seller.

B. The "Customs in Respect to Title Closings" recommended by The Real Estate Board of New York, Inc., as amended to date, shall apply to the adjustments and other matters therein mentioned, except as expressly provided to the contrary herein.

C. Any errors or omissions in computing apportionments at the closing shall be corrected and payment made to the proper party promptly after discovery. This provision shall survive the closing for a period of one (1) year.

D. Installments for 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.

11. Purchaser's Closing Costs. At the closing of title, Purchaser shall be required to pay those costs more particularly described below:

A. The premium for fee title insurance and (if Purchaser obtains a mortgage) mortgage title insurance;

B. Recording fee for recording the deed, power of attorney and other documents including (without limitation) the mortgage recording tax and filing fees if Purchaser obtains a mortgage;

C. New York State Transfer Tax;

D. New York City Real Property Transfer Tax;

E. New York City Equalization and Assessment Form, plus a filing fee to the City of New York of $125.00;

F. New York State Mansion Tax, if applicable;

G. In the event a Purchaser obtains a mortgage, the Purchaser shall pay all costs in connection with the mortgage;

H. The following closing fees Wachtel Missry LLP, attorneys for Seller:

(i) Basic fee for closing of sale without bank financing.. . . . . $3,500.00

(ii) Additional fee if Purchaser fails to close on the date set forth in the notice of Closing.. . . . . $500.00

(iii) Additional attendance fee in the event that closing does not occur at the offices of the Wachtel Missry LLP.. . . . . $500.00

(iv) Additional fee for the assignment of the Purchase Agreement or to add, delete or substitute any names on the Purchase Agreement.. . . . . $1,000.00

(iii) Additional fee for closing of sale with bank financing. $500.00

(vi) Additional fee for the preparation of New York City and New York State Transfer Tax Returns on ACRIS. $150.00

I. The premium for the Unit contents insurance and liability insurance which Unit Owners are required to maintain pursuant to the By-Laws. Purchaser shall deliver evidence of such insurance in advance of the closing;

J. To the Seller, a sum equal to one (1) month's Common Charges in effect as of the date of the First Closing as Purchaser's share of the purchase price for the Superintendent's Unit.

K. To the Board of Managers a sum equal to one (1) month's Common Charges as an initial, non-reimbursable contribution to the Reserve Fund of the Condominium (said payment shall be in addition to and not in lieu of monthly payments of Common Charges required to be made by Purchaser on the Closing Date);

L. To the Board of Managers a sum equal to one (1) month's Common Charges as an initial, non-reimbursable contribution to the Working Capital Fund of the Condominium (said payment shall be in addition to and not in lieu of monthly payments of Common Charges required to be made by Purchaser on the Closing Date);

M. To the Condominium or its Managing Agent, payment in advance of the Common Charges for the month following the month in which the closing occurs; and

N. To the Condominium or its Managing Agent, a refundable move-in deposit if required as the Condominium's standard policy at such time (and anticipated to be in the amount of $1,000.00.

12. Agreement Not Contingent Upon Financing. The terms and provisions of this Agreement and Purchaser's obligations hereunder are not contingent upon Purchaser securing financing of the Purchase Price (or any portion thereof) stated in Section 3 of this Agreement, and Purchaser understands and agrees that his failure to obtain such financing will not relieve him of his obligations hereunder. Purchaser further understands and agrees that even if this Agreement were contingent upon financing and Purchaser chooses to finance his purchase of the Unit through a lending institution and obtains a commitment therefrom, neither a subsequent change in the terms of such commitment, the expiration or other termination of such commitment, nor the failure of the mortgagee to fund the commitment nor any change in his financial status or condition shall release or relieve him of his obligations pursuant to this Agreement.

13. Events of Default.

A. The following shall constitute "Events of Default" hereunder:

(i) If any check delivered to Seller of Escrow Agent hereunder is returned for insufficient funds or for any other reason;

(ii) Purchaser's failure to pay the Additional Down Payment when due;

(iii) Purchaser's failure to pay the Balance on the Closing Date designated by the Seller;

(iv) Purchaser's failure to duly sign, notarize and deliver at the times specified the Power of Attorney pursuant to Article 9 herein;

(v) The failure to pay, perform, or observe any of Purchaser's other obligations hereunder.

B. Upon the occurrence of an Event of Default, Seller may, at its option, either: (i) elect to cancel this Agreement by sending Purchaser thirty (30) days prior written notice of its intention to do so; or (ii) if the default is pursuant to Paragraphs 13(A)(i) or (ii) above, bring an action against Purchaser for payment of the amount of the returned check or the Additional Down Payment; or (iii) if Purchaser has taken occupancy of the Unit pursuant to an interim lease, bring an action against the Purchaser for specific performance in which event the Purchaser could be compelled to complete the transaction and pay the Balance of the Purchase Price from Purchaser's own funds. If Seller elects to seek specific performance pursuant to Paragraph 13(B)(ii), Seller may nevertheless, at any time thereafter, exercise the right to instead cancel this Agreement as provided herein. If Seller elects to cancel, Purchaser shall have thirty (30) days from the date of mailing of the cancellation notice within which Purchaser must cure the specified default. **TIME IS OF THE ESSENCE TO CURE THE DEFAULT WITHIN SAID THIRTY (30) DAY PERIOD.** If the default is not timely cured, then the Agreement shall be deemed cancelled and Seller shall have the right to retain, as and for liquidated damages, the Down Payment plus the cost incurred by Seller on account of any special work in the Unit ordered by Purchaser, together with any interest earned and collected thereon (the "Liquidated Sum"), and any sums in excess thereof together with any interest earned and collected thereon shall be returned to Purchaser within thirty (30) days after cancellation of the Agreement. Upon cancellation of this Agreement and making any refund to Purchaser, Purchaser, Seller and Selling Agent will be released and discharged of all further liability and obligations hereunder and under the Plan. Thereafter, the Unit may be sold as though this Agreement had never been made, and without accounting to Purchaser for any portion of the proceeds of any sale. In addition, if Purchaser has not paid the Additional Down Payment after same is due for any reason, Seller shall keep the Initial Down Payment pursuant to a cancellation of this Agreement and may also bring an action against Purchaser for the Additional Down Payment that had not been paid. If Seller elects to demand payment pursuant to Paragraph 13B(ii) or seek specific performance pursuant to Paragraph 13(B)(iii), Seller may nevertheless, at any time thereafter, exercise the right to instead cancel this Agreement as provided herein. If Seller elects to cancel, Purchaser shall have thirty (30) days from the date of mailing of the cancellation notice within which Purchaser must cure the specified default. **TIME IS OF THE ESSENCE TO CURE THE DEFAULT WITHIN SAID THIRTY (30) DAY PERIOD.** If the default is not timely cured, then the Agreement shall be deemed cancelled and Seller shall have the right to retain, as and for liquidated damages, the amount equal to 20% of the Purchase Price plus any additional cost or expenses incurred by Seller on account of any special work in the Unit ordered by Purchaser, together with any interest earned and collected thereon (herein collectively called the "Liquidated Sum"), and any sums in excess thereof together with any interest earned and collected thereon shall be returned to Purchaser within thirty (30) days after cancellation of the Agreement. Upon cancellation of this Agreement and making any refund to Purchaser, Purchaser, Seller and Selling Agent will be released and discharged of all further liability and obligations hereunder and under the Plan. Thereafter, the Unit may be sold as though this Agreement had never been made, and without accounting to Purchaser for any portion of the proceeds of any sale.

C. Notwithstanding the occurrence of an Event of Default, Seller may, in its sole discretion, keep this Agreement in effect and proceed to close title without prejudice to Seller's right to recover from Purchaser damages, losses, costs, expenses and any and all other lawful sums to which Seller is entitled, including, but not limited to, reasonable legal and costs of collection.

D. If Purchaser now is or hereafter becomes a tenant or occupant of a Unit and Purchaser fails to pay rent or additional rent or to otherwise comply with Purchaser's lease or tenancy or occupancy obligations, or if Purchaser shall have vacated or abandoned the Unit, then said default, vacating or abandonment shall constitute a default hereunder entitling Seller, at its sole option, to cancel this Agreement and retain the Liquidated Sum, or bring an action for specific performance as provided in Paragraph 13B.

Upon any cancellation, Seller shall refund to Purchaser any sums deposited hereunder in excess of the Liquidated Sum together with any interest earned and collected thereon. Upon the refund being made, Seller and Purchaser will be released and discharged of all further liability and obligations under this Agreement and the Plan. However, in no event shall Purchaser be released or executed from paying and performing Purchaser's tenancy or occupancy obligations.

14. Condition of Unit; Inspection of the Unit; Possession.

A. Only those fixtures, appliances and items of personal property which are described in the Plan as being included in the Unit are included in this sale. No portion of the Purchase Price shall be attributable to such items. In addition, 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. The Unit is being sold unfurnished.

B. The Unit, and the fixtures and personal property contained therein, are being sold and will be delivered "as is", subject to Seller's obligation to deliver the Unit in the condition set forth in the Plan and the Description of Property and Specifications contained therein. Seller reserves the right to amend or modify, in any way, the Description of Property and Specifications (including, without limitation, changing materials, appliances, equipment, fixtures and other construction details), provided, however, that any materials, appliances, equipment and fixtures which Seller may substitute shall be similar products of substantially equivalent or better quality or design. Any floor plans or sketches shown to Purchaser are only approximations of the Unit's dimensions and arrangement, and Purchaser should not rely thereon. Seller shall not be obligated to correct and will not be liable to any Purchaser as a result of any insubstantial variations from the Description of Property and Specifications or the description of the Building or a Unit set forth in the Plan. There will be no modifications or extras unless agreed to in writing by the parties. All modifications, alterations and additions to the Unit must be approved by Seller in writing and, if approved, shall be performed by Seller at Purchaser's expense (payable in the manner to be set forth in an addendum to this Purchase Agreement or in a separate agreement.) The issuance of a final Certificate of Occupancy for the Building shall be deemed presumptive evidence that Seller has completed its construction and renovation work at the Building and of the Unit in accordance with the provisions of the Plan, all applicable Legal Requirements, and the Description of Property and Specifications which is in Part II of the Plan. At the closing, the Unit shall be broom clean, empty of all contents not included in the sale, and free of occupancies.

C. At least one (1) week before the Balance is to be paid, Seller or the selling agent shall notify Purchaser that the Unit is ready for inspection, which inspection shall be solely to verify that the Unit is in the condition set forth in Paragraph 14A above. Upon receipt of the notice to Purchaser that the Unit is ready for inspection, Purchaser shall promptly arrange an appointment with Seller or Selling Agent to inspect the Unit. Purchaser or an agent authorized by Purchaser in writing shall attend the inspection and shall complete, date and sign an inspection report and deliver same to Seller at the conclusion of the inspection. Failure of Purchaser either to arrange an appointment or to inspect the Unit as provided herein prior to the Closing Date or to sign and deliver the completed inspection report, shall not excuse Purchaser from paying the Balance when due and shall constitute Purchaser's full acceptance of the Unit. However, nothing herein shall relieve Seller of its obligations as set forth in the section of the Plan entitled "Rights and Obligations of Sponsor."

D. Prior to the closing of title, Purchaser may be permitted to inspect the Unit for purpose of taking measurements for post-closing decorations or improvements contemplated by Purchaser, but such access for Purchaser or his architect, designer or contractor is subject to the following: (i) any such access shall only be permitted on reasonable advance notice to Seller; (ii) such access shall always be in the company of, and subject to the scheduling availability of, Seller's agents or representatives; (iii) Purchaser

understands that such access may not be provided until after the major portions of the Seller's construction is completed and only finish work remains and upon Seller's determination in its reasonable discretion that such visit will not adversely impact the Seller's work or the timing of completion of the work and that the timing of the visit is appropriate given the status of the construction; and (iv) such visits shall not exceed three (3) times during the pendency of the Purchase Agreement, excluding the final inspection of the Unit.

E. Other than as provided in Paragraph 14D, Purchaser shall not have any right of access to or inspection of the Unit prior to the Closing. Any access that may be provided to Purchaser or Purchaser's architect, designer or contractor prior to the Closing shall only be permitted with Seller's prior consent in Seller's sole discretion, which may be granted or withheld for any reason, on advance reasonable request, subject to the convenience of Seller and in the company of Seller's agents or representatives, for the purpose of taking measurements for post-closing decorations or improvements contemplated by Purchaser, and only after the major portions of the Seller's construction is completed and only minor finish work remains and upon Seller's determination in its sole discretion that such visit will not adversely impact the Seller's work or the timing of completion of the work and that the timing of the visit is appropriate given the status of the construction.

F. Purchaser shall not be entitled to possession of the Unit until the Deed is delivered to Purchaser at closing; however, Seller may in its sole discretion, grant Purchaser possession of the Unit prior to the closing under an interim lease or other written agreement.

15. Damage to the Unit. If between the date of this Agreement and the closing of title, the Unit is damaged by fire or other casualty, the following shall apply:

A. The risk of loss to the Unit by fire or other casualty, until the earlier of closing of title or possession of the Unit by Purchaser, is assumed by Sponsor; provided that Sponsor shall have no obligation or liability to repair or restore the Unit. In the event of damage or destruction of the Unit due to fire or other casualty prior to the closing of title and the election by Sponsor to repair or restore the Unit, this Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price. Sponsor shall notify the Purchaser of its election whether or not to repair or restore the Unit no later than two (2) months after the date of the occurrence of the fire or other casualty. Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration if it so elects. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Board and other Unit Owners if the Declaration has theretofore been recorded, belong entirely to Sponsor and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor. The provisions of the preceding sentence shall survive the closing of title or the termination of the Agreement.

B. In the event of damage to or destruction of the Unit by fire or other casualty prior to the closing of title and the election by Sponsor, with notice thereof to Purchaser, that it does not elect to repair or restore the Unit, or, if the Declaration has been recorded prior thereto, then if the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-Laws, this Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited by Purchaser hereunder, together with interest, if any, earned thereon, and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability hereunder and under the Plan, except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor shall retain all such sums deposited by Purchaser hereunder and any interest earned thereon, as and for liquidated damages.

C. Seller and/or the Condominium will in no event be liable to Purchaser, and Seller will not

be liable to the Condominium, in the event of any delay in repairing the damage.

16. No Representations by Seller. Purchaser acknowledges that Purchaser has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Seller, Selling Agent or other, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size of the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof the services to be provided to Unit Owners or the projected Common Charges and projected real estate taxes allocable to the Unit, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or any other data, except as may be specifically represented herein or in the Plan; Purchaser having relied on Purchaser's own examination and investigation thereof. No person has been authorized to make any representations on behalf of Seller except as specifically set forth herein or in the Plan. No oral representations or statements shall be considered a part of this Agreement. Purchaser agrees: (a) to purchase the Unit, without offset or any claim against, or liability of Seller, whether or not any layout or dimension of the Unit or any part thereof, or of the Common Elements, as shown on the Floor Plans is accurate or correct, provided the layouts and dimension conform substantially to the Floor Plans and (b) that Purchaser shall not be relieved of any of Purchaser's obligations hereunder by reason of any minor inaccuracy or error. The provisions of this Article shall survive the closing of title.

17. Notices. All notices, election, consents, demands and communications (collectively called "notices" or individually called "notice" shall be delivered personally or given in writing by recognized overnight courier or by certified mail, return receipt requested, postage prepaid and, if sent to Purchaser, addressed to Purchaser at Purchaser's address given in the preamble to this Agreement and, if sent to Seller, addressed to Seller at c/o Broad Street Development, 61 Broadway, Suite 1407, New York, NY 10006 (with a copy sent simultaneously in like manner to Wachtel Missry LLP), and if sent to Selling Agent addressed to Selling Agent at 575 Madison Avenue, New York, NY 10022, Attn: General Counsel. Either party may, by written notice to the other, change the address to which notices are to be sent. Unless otherwise provided herein, all notices shall be deemed given when personal delivery is effected or when delivered to the a recognized overnight courier or deposited in any branch, station or depository maintained by the U.S. Postal Service in the State of New York, in a certified, prepaid wrapper, addressed as aforesaid, except that a notice of a change of address shall be deemed given when actually received.

18. Brokerage. Purchaser represents to Seller that **DOUGLAS ELLIMAN, LLC d/b/a DOUGLAS ELLIMAN REAL ESTATE** and _____ is/are the only broker or sales agent with whom Purchaser has dealt in connection with this transaction. Seller agrees to pay the commission earned by said broker pursuant to separate agreement. Purchaser agrees that should any claim be made against Seller for commissions by any broker, other than the aforesaid broker or sales agent on account of any acts of Purchaser or of Purchaser's representatives, Purchaser will indemnify and hold Seller free and harmless from and against any and all liabilities and expenses in connection therewith, including without limitation reasonable legal fees and disbursements. The provisions of this Paragraph shall survive the closing of title.

19. No Lien, Agreement Subordinate to Mortgage.

A. No lien or encumbrance shall arise against the Property or the Unit as a result of this Agreement or any sums deposited hereunder. Neither this Agreement nor a memorandum thereof shall be recorded and any purported recordation by Purchaser shall constitute an uncureable Event of Default, subject to the remedies set forth in Paragraph 13 hereof.

B. In furtherance, and not in limitation, of the provisions of the preceding subparagraph A,

Purchaser agrees that the provisions of this Agreement are, and shall continue to be, subject and subordinate to the lien of any mortgages heretofore or hereafter made and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof, or incidental thereto, without the execution of any further legal documents by Purchaser. Seller shall, at its option, either satisfy said mortgages or obtain a release of the Unit and its undivided interest in the Common Elements from the lien of said mortgage (s) on or prior to the closing of title unless Purchaser assumes such mortgage with consent of the mortgage lien encumbering the Unit. The existence of any mortgage or mortgages encumbering the Property, or portions thereof, other than the Unit and its undivided interest in the Common Elements, shall not constitute an objection to title or excuse Purchaser from completing payment of the Purchase Price or performing all of Purchaser's other obligations hereunder or be the basis of any claim against, or liability of, Seller, provided that said mortgage (s) are subordinated to the Declaration or the Unit is released from, or not subject to the lien of said mortgage(s) at the closing or if Purchaser assumes or consents to the continuation of a mortgage(s) at the closing or if Purchaser assumes or consents to the continuation of a mortgage lien encumbering the Unit.

20. Entire Agreement. This Agreement, together with Plan, as the Plan may be amended from time to time, constitutes the entire agreement between the parties to the subject matter hereof and supersedes all prior understandings and agreements.

21. Advertising. Prior to the closing of title, Purchaser shall not advertise or otherwise offer, promote or publicize the availability of the Unit for sale or lease.

22. Prohibition Against Assignment. Purchaser does not have the right to assign this Agreement without the prior written consent of Seller which may be granted or withheld in Seller's sole discretion for any reason or no reason. Any purported assignment by Purchaser in violation of this Agreement shall be voidable at the option of Seller and shall constitute an Event of Default by Purchaser subject to the remedies set forth in Paragraph 13 hereof, Seller refusal to consent to an assignment shall not entitle Purchaser to cancel this agreement or give rise to any claim for damages against Seller. Seller may assign this Agreement in accordance with the Plan without the consent of Purchaser.

23. Joint Purchasers. The term "Purchaser" shall be read as "Purchasers" if the Unit is being purchased by more that one person or entity, in which case their obligations shall be joint and several.

24. Liability of Seller.

A. Seller shall not have any liability to Purchaser or others with respect to any of Seller's obligations under this Agreement, or the Plan, or otherwise in excess of the net proceeds paid to Seller from the sale of all Unsold Units after payments of, or reserve for, any liabilities, costs, or expenses of Seller arising out of the promulgation of the Plan, the offering of the Units for sale and the consummation of the of the transactions contemplated in the Plan, except as specifically set forth in the Plan. Nothing contained herein shall be construed to violate existing statutes or regulations.

B. Seller shall be excused from performing any obligation or undertaking provided for in this Agreement for so long as its 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, lock-out, 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 an obligation or undertaking shall be tolled for the length of the period during which said performance was excused.

C. No provision of this Agreement shall survive the delivery of the deed except those obligations expressly stated herein or in the Plan to so survive or to be performed subsequent to the closing. Acceptance by the Purchaser of the deed will constitute the Purchaser's acceptance and acknowledgment of the full performance by Seller of, and the discharge of Seller from all obligations under this Agreement, except those obligations expressly stated to survive or to be performed subsequent to delivery of the deed. Nothing contained herein will be in derogation of the rights of Purchasers under Article 23-A of the General Business Law, the Plan or Part 20 of the Regulations issued by the Department of Law, and nothing herein will relieve Seller of liability for misrepresentations (if any) under the a Plan.

25. Costs of Enforcement and Defending Agreement. In additional to the Down Payment, Purchaser shall be obligated to reimburse Seller for any legal fees and disbursements incurred by Seller, whether or not legal proceedings are commenced: (a) in defending Seller's rights under this Agreement or, (b) if there shall be an Event of Default by Purchaser, in cancelling this Agreement or otherwise enforcing Purchaser's obligations hereunder.

26. Further Assurances. Either party shall execute, acknowledge and deliver to the other party any instruments and take any other actions, in addition to the instruments and actions specifically provided for herein, as the 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 transaction hereunder.

27. Severability. If any provision of this Agreement or the Plan is held to be invalid or unenforceable as against any person or under certain circumstances, the remainder of this Agreement or the Plan and the applicability of the provision to other persons or circumstances shall not be affected thereby. Each provision of this Agreement or the Plan, except as otherwise expressly provided, shall be valid and enforced to the fullest extent permitted by law.

28. Strict Compliance. Any failure by Seller to insist upon strict performance by Purchaser of any of the provisions of this Agreement shall not be deemed a waiver of said provisions, regardless of the number of violations or breaches that may occur, and Seller, notwithstanding any failure, shall have the right thereafter to insist upon strict performance by Purchaser of any and all of the provisions of this Agreement to be performed by Purchaser.

29. Governing Law. The provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state of New York.

30. Waiver of Jury Trial. Except as prohibited by law, the parties shall, and they hereby do, expressly waive trial by Jury in any litigation arising out of, connected with, or relating to this Agreement or the relationship created hereby. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any claim as a counterclaim in, nor move to consolidate said claim with, any action or proceeding in which a jury trial is waived. The provisions of this Article 30 shall survive the closing of title or earlier expiration of termination of this Agreement.

31. Waiver of Diplomatic or Sovereign Immunity.

A. Purchaser hereby waives any and all immunity from suit or other actions or proceedings and agrees that, should Sponsor or any of its successors or assigns bring any suit, action or proceeding in New York or any other jurisdiction to enforce any obligation or liability of Purchaser arising, directly or indirectly, out of or relating to this Agreement, no immunity from such suit, action or proceeding will be claimed by or on behalf of Purchaser.

B. As of the execution of this Agreement, Purchaser acknowledges and agrees that all disputes arising, directly or indirectly, out of or relating to this Agreement may be dealt with and adjudicated in the state courts of New York or the federal courts sitting in New York, and hereby expressly and irrevocably submits the person of Purchaser to the jurisdiction of such courts in any suit, action or proceeding arising, directly or indirectly, out of or relating to this Agreement. So far as is permitted under the applicable law, this consent to personal jurisdiction shall be self-operative and no further instrument or action shall be necessary in order to confer jurisdiction upon the person of Purchaser in any such court.

C. Purchaser irrevocably waives, to the fullest extent permitted by law, and agrees not to assert, by way of motion, as a defense or otherwise in any suit, action or proceeding arising, directly or indirectly, out of or relating to this Agreement, brought in the state courts in New York or the federal courts sitting in New York: (i) any objection which it may have or may hereafter have to the laying of the venue of any such suit, action or proceeding in any such court; (ii) any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; or (iii) any claim that it is not personally subject to the jurisdiction of such courts. Purchaser agrees that final judgment from which Purchaser has not or may not appeal or further appeal in any such action or proceeding brought in such a court shall be conclusive and binding upon Purchaser and may, so far as is permitted under the applicable law, be enforced in the courts of any state or any federal court and in any other courts to the jurisdiction of which Purchaser is subject, by a suit upon such judgment and that Purchaser will not assert any defense, counterclaim, or set off in any such suit upon such judgment.

D. Purchaser agrees to execute, deliver and file all such further instruments as may be necessary under the laws of the State of New York, in order to make effective the consent of Purchaser to jurisdiction of the state courts of New York and the federal courts sitting in New York and any other provisions of this Article. Nothing in this Article shall affect the right of Sponsor to bring proceedings against Purchaser in the courts of any jurisdiction or jurisdictions.

F. The provisions of this Article shall survive the closing of title or the termination of this Agreement for the purpose of any suit, action or proceeding arising, directly or indirectly, out of or relating to this Agreement.

G. In the event Purchaser is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity), such Purchaser shall hereby be deemed to have designated and hereby designates National Corporate Research, Ltd., having its office, at the date hereof, at 225 West 34th Street, Suite 910, New York, NY 10122, as its duly authorized and lawful agent to receive process for and on behalf of Purchaser in any state or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with this Agreement.

H. If Purchaser is a foreign mission, as such term is defined under the Foreign Missions Act, 22 U.S.C. 4305, Purchaser shall notify the United States Department of State prior to purchasing a Unit and provide a copy of such notice to 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 Purchaser's notice is received by the Department of State.

32. Gender. 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.

33. 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.

34. Successors and Assigns. Subject to the provisions of Paragraph 22 hereof, the provisions of this Agreement shall bind and inure to the benefit of Purchaser and Purchaser's heirs, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of Seller and its successors and assigns.

35. Acceptance of Agreement. Upon signing this Agreement, Purchaser agrees, if requested, to provide Seller with written information concerning Purchaser's employment, financial condition and history of rental/ownership of any real personal property. Purchaser hereby expressly authorizes Seller or any Sales Agent to perform a credit search. Said information shall be used to determine Purchaser's qualification to purchase and own the Unit. The submission of: (i) written information, if requested; or (ii) this Agreement to Seller does not constitute a reservation or binding obligation on either Purchaser or Seller. No binding obligation shall arise until this Agreement is executed by, and delivered to, both Purchaser and Seller (or Seller's duly authorized agent). In the event Seller takes no action within the fifteen (15) days following submission of this Agreement to Seller duly signed by Purchaser, this Agreement shall be deemed cancelled. If the Agreement is not accepted, all sums paid by Purchaser shall be promptly refunded, without interest. Upon said refund being made, neither party shall have any further rights, obligations or liabilities hereunder with respect to the other. Seller has right without incurring any liability, to reject this Agreement without cause or explanation to Purchaser. This Agreement may not be rejected due to Purchaser's race, color religion, age, sex disability, marital status, national origin, ancestry, sexual preference or other ground proscribed by law.

36. No Oral Changes. This Agreement cannot be modified or any provision herein waived or modified orally. ANY CHANGES OR ADDITIONAL PROVISION OR WAIVERS MUST BE SET FORTH IN A RIDER ATTACHED HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES.

37. No Recordation. Seller and Purchaser hereby acknowledge that neither this Agreement nor any memorandum or affidavit thereof shall be recorded. Should Purchaser ever record or attempt to record this Agreement, or a memorandum or affidavit thereof, or any other similar document, then, notwithstanding anything herein to the contrary, said recordation or attempt at recordation shall constitute a default by Purchaser hereunder, and, in addition to the other remedies provided for herein, Seller shall have the express right to terminate this Agreement by filing a notice of said termination in the county in which the Land is located.

38. Rule of Construction. There shall be no presumption against the draftsman of this Agreement or the Plan.

39. Lead Paint.

A. Purchaser acknowledges having been advised that pursuant to regulations promulgated by the U.S. Department of Housing and Urban Development (24 CFR Part 35) and the Environmental Protection Agency (40 CFR Part 745) in accordance with Section 1018 of the Residential Lead Paint Hazard Reduction Act of 1992, Purchaser has the right to make Purchaser's obligations under this Contract contingent on a ten day period to perform a risk assessment or inspection in the Unit and the Premises for lead-based paint and/or lead-based paint hazards ("Risk Assessment").

B. Pursuant to the aforementioned laws and regulations, Purchaser acknowledges having been advised that: (i) exposure to lead from lead-based paint may place young children at risk of developing lead

poisoning; (ii) lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory; and (iii) lead poisoning also poses a particular risk to pregnant women.

C. Seller does not have any actual knowledge of any lead-based paint or lead-based paint hazards in the Unit or in the Premises, and does not have any actual knowledge of any records or reports regarding any lead-based paint (or absence thereof) in the Unit or in the Premises. However, if the premises were constructed prior to 1978, it is possible that ether the Premises or the Unit may contain lead-based paint and/or lead-based paint hazards. Purchaser understands that the Seller has not undertaken and will not undertake any separate investigation or Risk Assessment as to the presence of lead-based paint and/or lead-based paint hazards in the Premises and/or in the Unit.

D. Purchaser hereby represents that it has either (a) performed a Risk Assessment or inspection prior to the execution of this Contract, or (b) waives its right to do so and any attendant rights of Purchaser to cancel this Contract for reasons related to the presence, if any, of lead-based paint and/or lead-based paint hazards. Purchaser understand that by virtue of such waiver, Purchaser assumes all risks, if any, arising from or relating to lead-based paint and/or lead-based paint hazards in the Unit or in the premises.

E. Purchaser acknowledges receipt of the pamphlet entitled "Protect Your Family from Lead in Your Home."

F. Purchaser acknowledges receipt of an executed Disclosure Form with respect to lead-based paint and/or lead-based paint hazards.

40. Offering Exempt from ILSA Registration/Requirements. The provisions of the Interstate Land Sales Full Disclosure Act ("ILSA") 15 U.S.C.A. §1701 et seq. are not applicable to this offering, both because the Act, as amended, does not apply to residential condominium unit sales occurring after March 25, 2015, and due to the fact that the offering contains less than one hundred (100) lots.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties have executed thy Agreement as of the date first above written.

SELLER:
304 MULBERRY STREET OPERATING COMPANY, L.L.C.

By:_____
Name:
Title:

PURCHASER:

_____
Print Name:
Social Security No.: _____

_____
Print Name:
Social Security No.: _____

TRI-PARTY ESCROW ACCOUNT RIDER TO PURCHASE AGREEMENT

UNIT ____ AT
40 BLEECKER STREET CONDOMINIUM

The following provisions of this Rider are attached to the Contract of Sale and made a part thereof.

1. In the event of any inconsistency between the provisions of this Rider and those contained in the Contract to which this Rider is annexed, the provisions of this Rider shall govern and be binding.

2. The Escrow Agent. The law firm of Wachtel Missry LLP, with an address One Dag Hammarskjold Plaza, 885 Second Avenue, 47th Floor, New York, NY 10017, telephone number (212) 909-9500 shall serve as escrow agent ("Escrow Agent") for Seller and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: William Wachtel, Morris Missry and Steven Cohen. William Wachtel, Morris Missry and Steven Cohen are signatories admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Seller, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

3. Submit to Jurisdiction. Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of the Purchase Agreement or otherwise concerning the maintenance of release of the Deposit from escrow.

4. The Escrow Account. The Escrow Agent has established a master escrow account at Citibank, N.A., located at 666 Fifth Avenue, New York, NY 10022 in the State of New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled Wachtel Missry LLP Attorney Trust Account or similar name. The Deposit shall be placed in a separate sub-account of the master escrow account. If Purchaser does not provide a completed and signed Form W-9 (Request for Taxpayer Identification Number) or a Form W-8 (Certificate of Foreign Status), as applicable, the Deposit may be deposited in the master escrow account or an IOLA sub-account, at the Escrow Agent's option, unless and until the form is provided. In addition, shortly prior to the time the Deposit is scheduled to be released, the Deposit will be transferred from the sub-account into the master escrow account so that escrow checks may be drawn thereon. (The account in which the Deposit is deposited from time to time is referred to herein as the "Escrow Account".) The master escrow account and sub-accounts are federally insured by the FDIC to the maximum amount of $250,000 per deposit (the FDIC limit in effect as of the filing date hereof). Any Deposit in excess of $250,000 (or the FDIC limit in effect from time to time) will not be insured. If Purchaser has any additional accounts at the bank, the funds in said accounts will be added together with the deposit held in escrow and the aggregate of all the funds held by the bank will only be insured up to the $250,000 FDIC maximum coverage. No fees of any kind may be deducted from the Escrow Account, and the Seller shall bear all costs associated with the maintenance of the Escrow Account.

5. The master escrow account is an Interest-On-Lawyer's-Account ("IOLA") established pursuant Judiciary Law Section 497. Under the IOLA program, interest on the account accrues to the benefit of the Client Security Fund administered by the State of New York. The sub-account into which the Deposit shall be placed shall be an interest-bearing sub-account of the master escrow account. The interest rate for all Deposits made into sub-accounts of the master escrow account shall be the prevailing rate for such accounts, which is currently approximately 0.10% per annum. Interest shall begin to accrue upon placing the Deposit into the sub-account. Under the IOLA program, interest on an IOLA account accrues to the benefit of the Client Security Fund administered by the State of New York. Since all interest earned on an

IOLA account is payable to the IOLA Fund of the State of New York, for the periods of time the Deposit is in the IOLA master escrow account, no interest will be earned for or payable to either the Seller or Purchaser. All interest earned on the Deposit shall be paid to or credited to the Purchaser at closing, but in the event Seller, at its option, credits the amount of interest earned to Purchaser against the Balance due to Seller, the interest earned shall be paid to Seller, and in the event Seller is entitled to retain the Deposit as liquidated damages on account of Purchaser's default as provided in the Purchase Agreement, Seller shall also be entitled to retain all interest earned thereon.

6. All Deposits paid by Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Wachtel Missry LLP, as Escrow Agent.

7. Notification to Purchaser.

A. Within five (5) business days after the Purchase Agreement, including this Escrow Account Rider to Purchase Agreement, has been signed by all necessary parties and tendered to Escrow Agent along with the Initial Down Payment, the Escrow Agent shall sign the Escrow Account Rider to Purchase Agreement and place the Initial Down Payment into the Escrow Account. The deposit by the Escrow Agent of the Purchaser's Initial Down Payment into the Escrow Account shall not be deemed acceptance of the Purchase Agreement by Seller. With ten (10) business days of the placing the Initial Down Payment in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Seller, confirming the Initial Down Payment. The notice shall provide the account number. Any payments made for upgrades, extras, or custom work ordered by Purchaser and agreed to in writing by Seller shall be initially deposited into the Master Escrow Account. Such funds may be released from the Master Escrow Account by Escrow Agent to Seller to pay, or reimburse Seller, for such upgrades, extras or custom work, and when so released shall no longer be part of the Down Payment.

B. The Escrow Agent is obligated to send notice to the Purchaser once the Initial Down Payment 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 Initial Down Payment together with the Purchase Agreement and all riders thereto fully signed by the Purchaser, he or she may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and Initial Down Payment 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, NY 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, or if such Deposit was placed in the Escrow Account and notice was received by Purchaser (even if later than such time periods) prior to the time Purchaser mailed or delivered his or notice purporting to exercise such right of rescission.

C. The Escrow Agent shall send notice to the Purchaser within fifteen (15) business days after any Additional Down Payment is placed in the Escrow Account. But failure of the Escrow Agent to send such notice with respect to the Additional Down Payment shall not result in any rescission rights.

8. No Commingling. All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement, are and shall continue to be the Purchaser's money, and may not be commingled with any other money (other than other Deposits while the Deposit is in the master escrow account) or pledged or hypothecated by Seller, as per GBL § 352-h.

9. Release of Funds. The Escrow Agent shall release the Deposit if so directed:

A. pursuant to the terms and conditions set forth in the Escrow Account Rider to Purchase Agreement upon closing of title to the Unit; or

B. in a subsequent writing signed by both Seller and Purchaser; or

C. by a final, non-appealable order or judgment of a court.

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Purchaser and Seller 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 premises is located and shall give written notice to both parties of such deposit.

10. Release on Rescission. The Seller shall not object to the release of the Deposit to a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan.

11. Reviews and Audits. 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.

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

13. Supervision. Escrow Agent shall maintain the Escrow Account under its direct supervision and control.

14. Fiducuary Relationship. A fiduciary relationship shall exist between Escrow Agent, and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352(e)(2-b) and 352(h).

15. Reliance. Escrow Agent may rely upon any paper or document which may be submitted to it in connection with its duties under this Purchase Agreement and which is believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof.

16. Delivery of Deposit by Seller. Seller agrees that Seller and its agents, including any selling agents, shall deliver the Deposit received by them prior to closing of the unit to a designated attorney who is a member of or employed by Escrow Agent, within two (2) business days of tender of the Deposit by

Purchaser.

17. No Interference. Seller agrees that it shall not interfere with Escrow Agent's performance of its fiduciary duties and statutory obligations as set forth in GBL §§ 352-(e)(2-b) and 352-(h) and the New York State Department of Law's regulations.

18. IRS Forms. Seller shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from Purchaser and deliver such form to Escrow Agent together with the Deposit and this Purchase Agreement.

19. No Payment of Fees From Deposit Prior to Release. Prior to release of the Deposit, Escrow Agent's fees and disbursements shall neither be paid by Seller from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

20. Indemnification. Seller agrees to defend, indemnify and hold Escrow Agent harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of Escrow Agent's responsibilities arising in connection with this Purchase Agreement or the performance or non-performance of Escrow Agent's duties under this Purchase Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the obligations set forth in this Purchase Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself.

21. Counterparts and Facsimile. This Rider may be executed in any number of counterparts, each such counterpart shall be an original and all of which shall constitute one and the same Rider. This Rider may be executed by facsimile signatures of one or more of the parties hereto, which signatures shall be binding on such parties as if original signatures were obtained.

SELLER:
304 MULBERRY STREET OPERATING COMPANY, L.L.C.

By:_____

PURCHASER:

_____

ESCROW AGENT:

WACHTEL MISSRY LLP

By:_____

_____

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Employer identification number
☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Form **W-8BEN**
(Rev. February 2006)
Department of the Treasury
Internal Revenue Service

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding

► Section references are to the Internal Revenue Code. ► See separate instructions.
► Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do not use this form for:	Instead, use Form:
• A U.S. citizen or other U.S. person, including a resident alien individual	W-9
• A person claiming that income is effectively connected with the conduct of a trade or business in the United States	W-8ECI
• A foreign partnership, a foreign simple trust, or a foreign grantor trust (see instructions for exceptions)	W-8ECI or W-8IMY
• A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession that received effectively connected income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (see instructions)	W-8ECI or W-8EXP
Note: *These entities should use Form W-8BEN if they are claiming treaty benefits or are providing the form only to claim they are a foreign person exempt from backup withholding.*	
• A person acting as an intermediary	W-8IMY

Note: *See instructions for additional exceptions.*

Part I Identification of Beneficial Owner (See instructions.)

1 Name of individual or organization that is the beneficial owner

2 Country of incorporation or organization

3 Type of beneficial owner: ☐ Individual ☐ Corporation ☐ Disregarded entity ☐ Partnership ☐ Simple trust ☐ Grantor trust ☐ Complex trust ☐ Estate ☐ Government ☐ International organization ☐ Central bank of issue ☐ Tax-exempt organization ☐ Private foundation

4 Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address.**

City or town, state or province. Include postal code where appropriate.

Country (do not abbreviate)

5 Mailing address (if different from above)

City or town, state or province. Include postal code where appropriate.

Country (do not abbreviate)

6 U.S. taxpayer identification number, if required (see instructions) ☐ SSN or ITIN ☐ EIN

7 Foreign tax identifying number, if any (optional)

8 Reference number(s) (see instructions)

Part II Claim of Tax Treaty Benefits (if applicable)

9 **I certify that (check all that apply):**

a ☐ The beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.

b ☐ If required, the U.S. taxpayer identification number is stated on line 6 (see instructions).

c ☐ The beneficial owner is not an individual, derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).

d ☐ The beneficial owner is not an individual, is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation, and meets qualified resident status (see instructions).

e ☐ The beneficial owner is related to the person obligated to pay the income within the meaning of section 267(b) or 707(b), and will file Form 8833 if the amount subject to withholding received during a calendar year exceeds, in the aggregate, $500,000.

10 **Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article _____ of the treaty identified on line 9a above to claim a _____ % rate of withholding on (specify type of income): _____

Explain the reasons the beneficial owner meets the terms of the treaty article: _____

Part III Notional Principal Contracts

11 ☐ I have provided or will provide a statement that identifies those notional principal contracts from which the income is **not** effectively connected with the conduct of a trade or business in the United States. I agree to update this statement as required.

Part IV Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

1 I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates,

2 The beneficial owner is not a U.S. person,

3 The income to which this form relates is (a) not effectively connected with the conduct of a trade or business in the United States, (b) effectively connected but is not subject to tax under an income tax treaty, or (c) the partner's share of a partnership's effectively connected income, **and**

4 For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

Sign Here ► _____ Signature of beneficial owner (or individual authorized to sign for beneficial owner) _____ Date (MM-DD-YYYY) _____ Capacity in which acting

For Paperwork Reduction Act Notice, see separate instructions. Cat. No. 25047Z Form **W-8BEN** (Rev. 2-2006)

EXHIBIT A

Legal Description
40 Bleecker Streeet, aka 304 Mulberry Street
New York, NY 10012

PARCEL A

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH OF MANHATTAN, CITY, COUNTY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE SOUTHERLY LINE OF BLEECKER STREET WITH THE EASTERLY LINE OF MULBERRY STREET;

RUNNING THENCE SOUTHERLY, ALONG THE EASTERLY LINE OF MULBERRY STREET, 120 FEET 6 INCHES TO AN ANGLE POINT THEREIN;

THENCE STILL SOUTHERLY, ALONG THE EASTERLY LINE OF MULBERRY STREET 47 FEET 11-¾ INCHES;

THENCE EASTERLY, ALONG A LINE FORMING AN ANGLE OF 89° 35' 40" ON ITS NORTHERLY SIDE WITH THE EASTERLY SIDE OF MULBERRY STREET, 83 FEET 0-¾ INCHES;

THENCE NORTHERLY, ALONG A LINE FORMING AN ANGLE OF 89° 15' 10" ON ITS WESTERLY SIDE WITH THE PRECEDING COURSE, 169 FEET 8-½ INCHES TO A POINT IN THE SOUTHERLY LINE OF BLEECKER STREET;

THENCE WESTERLY, ALONG THE SOUTHERLY LINE OF BLEECKER STREET, 80 FEET 2 INCHES TO THE POINT OR PLACE OF BEGINNING.

PARCEL B

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH OF MANHATTAN, CITY, COUNTY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY LINE OF MULBERRY STREET DISTANT 88 FEET 11-¼ INCHES NORTHERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE EASTERLY LINE OF MULBERRY STREET WITH THE NORTHERLY LINE OF EAST HOUSTON STREET;

RUNNING THENCE EASTERLY, ALONG A LINE FORMING AN ANGLE OF 89° 35' 40" ON ITS NORTHERLY SIDE WITH THE EASTERLY LINE OF MULBERRY STREET, 83 FEET 0-¾ INCHES;

THENCE NORTHERLY, ALONG A LINE FORMING AN ANGLE OF 89° 15' 10" SECONDS ON ITS WESTERLY SIDE WITH THE PRECEDING COURSE, 0 FEET 0-½ INCHES;

THENCE WESTERLY, ALONG A LINE FORMING AN ANGLE OF 90° 44' 50" SECONDS ON

ITS SOUTHERLY SIDE WITH THE PRECEDING COURSE, 83 FEET 0-¾ INCHES TO A POINT IN THE EASTERLY LINE OF MULBERRY STREET;

THENCE SOUTHERLY, ALONG THE EASTERLY LINE OF MULBERRY STREET, 0 FEET 0-½ INCHES TO THE POINT OR PLACE OF BEGINNING.

PREMISES KNOWN AS 40 BLEECKER STREET, NEW YORK, NY 10012
AND ALSO KNOWN AS 304-309 MULBERRY STREET, NEW YORK, NY 10012.

EXHIBIT B

Permitted Exceptions

1. Rights of tenants or persons in possession, if any.

2. Taxes, tax liens, tax sales, water rates, sewer rents and assessments, provided the same are adjusted at the Closing.

3. As to the Building, any state of facts which a guaranteed survey of current date would disclose. As to the Unit, the title to which is to be insured, policy will except any state of facts which an accurate survey would disclose; but the Policy will insure that any encroachment of the Unit onto other Units or onto any part of the common elements may remain undisturbed as long as the Unit insured exists.

4. Terms, Restrictions, Conditions and Easements set forth in the Declaration of Condominium, By-Laws, Tax Maps and Floor Plans to be recorded in the office of the Register, New York County, as the same may be amended from time to time; but the Policy will insure against loss or damage occasioned by the premises not being a part of a Condominium validly created pursuant to Article 9-B of the Real Property Law, as amended.

5. Power of Attorney to the Condominium Board and their successors in office to be recorded in the office of the Register, New York County, as provided in the Declaration and By-Laws of the Condominium.

6. Revocability of licenses for vault space, if any, under the sidewalks and streets and the lien of any unpaid vault tax.

7. Order In the Matter of the Application of the City of New York relative to acquiring permanent underground easements to a volume of real property located between 325 feet and 615 feet below main sea level at Sandy Hook, New Jersey, usually 50 feet wide, where not heretofore acquired for the same purpose for the construction of City Tunnel No. 3, State 2, Phase 3, and appurtenances, in the Borough of New York from Hudson Street and Laight Street to East Fourth Street and Bowery, and from 10th Avenue and West 31st Street to 2nd Avenue and East 54th Street filed 03/11/2005, Index No. 403782/04 in Supreme Court, New York County, and recorded 05/10/2005 in CRFN 2005000270831 and Maps recorded 05/10/2005 in CRFN 2005000270832.

8. Covenants and agreements contained in Zoning Lot and Development Agreement dated as of 12/19/2014 by and between 298 Mulberry Street Operating Company, L.L.C. and 304 Mulberry Street Operating Company, L.L.C. recorded on 12/31/2014 in (as) CRFN 2014000432158. (Benefits subject premises, Block 521, Lot 9, burdens other premises, Block 521, Lot 1).

9. Covenants and agreements contained in an amended Zoning Lot Development Agreement and related zoning documents (the "Amended ZLDA Documents") as described in the Offering Plan to be entered into between 298 Mulberry Street Operating Company, L.L.C. and 304 Mulberry Street Operating Company, L.L.C. and recorded.

10. Zoning and building ordinances, resolutions, restrictions and regulations of municipal authorities having jurisdiction and any amendments thereto, now or hereafter adopted, providing same will not be violated by the Building. The following Zoning Lot documentation is noted for information only:

(a) Zoning Lot Description and Ownership Statement dated 07/12/1985 recorded 08/05/1985 in Reel 945 Page 1283, as amended by Reel 957 Page 1787. (Affects Lot: 1)

(b) Zoning Lot Description and Ownership Statement dated 08/28/1985 recorded 09/06/1985 in Reel 957 Page 1781. (Affects Lot: 6)

(c) Declaration of Zoning Lot Restrictions dated 09/19/1985 recorded 09/19/1985 in Reel 962 Page 1950. (Affects Lots: 1 and 3)

(d) Zoning Lot Description and Ownership Statement dated 09/19/1985 recorded 09/19/1985 in Reel 962 Page 1943. (Affects Lots: 1 and 3)

(e) Zoning Lot Description and Ownership Statement dated 10/15/1985 recorded 10/17/1985 in Reel 973 Page 926. (Affects Lot: 6)

(f) Zoning Lot Description and Ownership Statement dated 11/08/1985 recorded 11/13/1985 in Reel 983 Page 1318. (Affects Lots: 1 and 6)

(g) Zoning Lot Description and Ownership Statement dated 11/14/1985 recorded 11/15/1985 in Reel 986 Page 125. (Affects Lots: 1 and 6)

(h) Certification pursuant to Zoning Lot Subdivision C dated 01/31/1991 recorded 03/08/1991 in Reel 1767 Page 1266. (Affects Lot: 1)

(i) Zoning Lot Description and Ownership Statement dated 03/06/1991 recorded 03/08/1991 in Reel 1767 Page 1271. (Affects Lot: 1)

(j) Zoning Lot Certification dated as of 11/18/2014 recorded 12/31/2014 in CRFN 2014000432156. (Affects Lots: 1, 3 and 9)

(k) Declaration of Single Zoning Lot Restrictions dated as of 12/19/2014 and recorded 12/31/2014 in CRFN 2014000432157. (Affects Lots: 1, 3 and 9)

(l) Waiver of Declaration of Zoning Lot Restrictions and Consent and Subordination to Zoning Lot Development Agreement dated as of 12/19/2014 and recorded 12/31/2014 in CRFN 2014000432159. (Affects Lots: 1, 3 and 9)

(m) Waiver of Declaration of Zoning Lot Restrictions and Consent and Subordination to Zoning Lot Development Agreement dated as of 12/19/2014 and recorded 12/31/2014 in CRFN 2014000432160. (Affects Lots: 1, 3 and 9)

(n) Zoning Lot Description and Ownership Statement dated 10/09/2015 and recorded 10/16/2015 in CRFN 2015000370286. (Affects Lots: 1 and 9)

11. Any violations against the Property (other than the Unit) that are the obligation of the Board or another Unit Owner to correct.

12. Real Estate Taxes to be allocated to each condominium unit.

13. Franchise taxes and New York City Business Corporation taxes of any corporation or other

entity in the chain of title, provided that the Title Company would be willing in a fee policy issued by it to Purchaser, to insure that such taxes will not be collected out of the Unit.

14. All other covenants, restrictions and matters of record.

15. Standard printed exceptions contained in the form of fee title insurance policy then issued by the Title Company (or the title insurance company insuring Purchaser's title to the Unit).

UNIT OWNER'S POWER OF ATTORNEY

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 both as 40 Bleecker Street Condominium and by the street number 40 Bleecker Street, New York, NY 10012, under Article 9-B of the Real Property Law of the State of New York, dated _____, 201___, and recorded in the New York County office of the Register of the City of New York on _____, 201___ under CRFN No. 201_____, (hereinafter referred to as the "Declaration"), or (b) in the By-Laws of 40 Bleecker Street Condominium (hereinafter referred to as the "By-Laws") attached to, and recorded together with, the Declaration, shall have the same meanings in this Unit Owner's Power of Attorney as in the Declaration or the By-Laws.

The undersigned _____, (having an office) (residing)* at _____ _____, the owner of the Condominium Unit (hereinafter referred to the "Undersigned's Unit") known as Unit No._____ at 40 Bleecker Street Condominium, said Unit being designated and described as Unit No. _____ in the Declaration and also designated as Tax Lot _____ in Block 521 of Section __ of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plans, (does) (do)* hereby irrevocably nominate, constitute and appoint the persons who may from time to time constitute the Condominium Board, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as members of the Condominium Board or in the name of their designee (corporate or otherwise), on behalf of all Unit Owners, in accordance with the Unit Owners' respective Common Interests, subject to the provisions of the By-Laws then in effect (1) (a) to acquire or lease any Unit, together with its Appurtenant Interests, from any Unit Owner desiring to sell, convey, transfer, assign, or lease the same, (b) to acquire any Unit, together with its Appurtenant Interests, whose owner elects to surrender the same pursuant to the term of Section 5.4 of the By-Laws, (c) to acquire any Unit, together with its Appurtenant Interests, that becomes the subject of a foreclosure or other similar sale, (d) to acquire a Unit, together with its Appurtenant Interests, for the use and occupancy of a superintendent or otherwise, on such terms and (with respect to any transfer pursuant to the terms of subdivision (a), (c) or (d) of this paragraph) at such price or at such rental, as the case may be, as said attorneys-in-fact shall deem proper, and thereafter to convey, sell, lease, mortgage, or otherwise deal with (but not vote the interest appurtenant to) any such Unit so acquired by them, or to sublease any Unit so leased by them, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in said premises that the undersigned could do if the undersigned were personally present; (2) to act as agent for the undersigned in accordance with Section 339-y of the Condominium Act to complain or apply to the board of assessment review of the assessing agency by filing a single complaint on behalf of all Unit Owners, to commence and prosecute a special proceeding for the review of assessments of real property as an aggrieved person, and to seek administrative and judicial review of assessments, and to retain legal counsel on behalf of all Unit Owners for which it is acting as agent and to charge all such Unit Owners a pro rata share of expenses, disbursements and legal fees for which charges the Condominium Board shall have a lien pursuant to Section 339-z of the Condominium Act; and (3) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Condominium that 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 or the Common Elements, that the Condominium Board deems necessary or appropriate.

The acts of a majority of such persons constituting the Condominium Board shall constitute the acts of said attorneys-in-fact.

The undersigned (does) (do)* hereby irrevocably nominate, constitute and appoint **304 MULBERRY STREET OPERATING COMPANY, L.L.C.** (hereinafter referred to as "Declarant") as attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, to amend from time to time said declaration, By-Laws and the Rules and Regulations of the said Condominium, or any of said documents, when such amendment (1) shall be required to reflect any changes in Unsold Units or the Commercial Unit and/or the reapportionment of the Common Interests of the affected Unsold Units or the Commercial Unit resulting therefrom made by Declarant or its designees in accordance with Article 12 of the Declaration or (2) shall be required by (a) an Institutional Lender designated by Declarant to make a mortgage loan secured by a mortgage on any Unit, (b) any governmental agency having regulatory jurisdiction over the Condominium, or (c) any title insurance company selected by Declarant to insure title to any Unit, provided, however, that any amendment made pursuant to the terms of subdivision (1) or (2) of this paragraph shall not (i) change the Common Interest of the Undersigned's Unit, (ii) require a material, physical modification to the Undersigned's Unit, or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an Institutional Lender covering the Undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) or the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto including by joining in the execution of such amendment if requested by the Declarant or its designees or the Commercial Unit Owner. The terms, covenants and conditions contained in, and the powers granted pursuant to, this paragraph shall remain in full force and effect until such time as the Declarant or its designees shall cease to own any of the Units in 40 Bleecker Street Condominium.

IN WITNESS WHEREOF, the undersigned (has) (have)* executed this Unit Owner's Power of Attorney as of the _____ day of _____, 201___.

_____
(SEAL)

_____
(SEAL)

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On _____, 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 individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
) SS.:
COUNTY OF)

On _____, 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 individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

UNIT OWNER'S POWER OF ATTORNEY

- to -

THE BOARD OF MANAGERS OF
40 BLEECKER STREET CONDOMINIUM

and

304 MULBERRY STREET OPERATING COMPANY, L.L.C.

The Premises affected by the within instrument lies in
Section:
Block 521
Lot:
On the Land Map of the County of New York

Street Address: 40 Bleecker Street
New York, NY 10012

Title Co.:
Title No.:

Record and Return to:
Douglas Elliman Property Management
675 Third Avenue
New York, NY 10017

Dated: _____, 201___

FORM OF UNIT DEED

THIS INDENTURE, made the _____ day of _____ 201__, by and between **304 MULBERRY STREET OPERATING COMPANY, L.L.C.**, a Delaware limited liability company having an office at c/o Broad Street Development, 80 Broad Street, 2nd Floor, New York, NY 10004 (hereinafter referred to as the "Grantor") and _____ (having an office) (residing) at _____ hereinafter referred to as the "Grantee".

W I T N E S S E T H

That the Grantor, in consideration of Ten ($10.00) Dollars and other valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, and the heirs or successors and assigns of the Grantee, forever:

The Condominium Unit (hereinafter referred to as the "Unit") known as Unit No. _____ together with Garage Parking Space Unit No. ____ *[if applicable]* in the building (hereinafter referred to as the "Building") known as 40 Bleecker Street Condominium and by the street number 40 Bleecker Street, Borough of Manhattan and State of New York, said Unit being designated and described as Unit No. _____ in a certain declaration dated _____, 201___, made by Grantor pursuant to Article 9-B of the Real Property Law of the State of New York (hereinafter referred to as the "Condominium Act"), establishing a plan for condominium ownership of the Building and the land (hereinafter referred to as the "Land") upon which the Building is situate (which Land is more particularly described in Exhibit A of said declaration), which declaration was recorded in the New York City Land Records Office, New York County and State of New York on _____, 201___, under CRFN No.201_____. The Unit is designated as Tax Lot ____ in Block 521 of Section __ of the Borough of Manhattan on the Tax Map of the New York City Land Records Office, Tax Map Unit on the floor plans of the Building certified by Rawlings Architects, P.C. on _____, 201__ and filed with the New York City Land Records Division as Condominium Plan No. ____ and also filed in the New York City Land Records Division, New York County on _____, 201__ under CRFN No. 201_____;

Together with an undivided _____% (combined Residential Unit and Garage Parking Space Unit, if applicable) interest in the Common Elements (as such term is defined in the Declaration);

Together with the appurtenances and all the estate and rights of the Grantor in and to the Unit;

Together with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and the By-Laws of 40 Bleecker Street Condominium, as the same may be amended from time to time (hereinafter referred to as the "By-Laws"), all of which shall constitute covenants running with the Land and shall bind any person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein;

Subject also to such other liens, agreements, covenants, easements, restrictions, consents and other matters of record as pertain to the Unit, to the Land and/or to the Building (which Land and Building are hereinafter collectively referred to as the "Property").

TO HAVE AND TO HOLD the same unto the Grantee, and the heirs or successors and assigns of the Grantee, forever.

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration

or the By-Laws to be insufficient to submit the Property to the provisions of the Condominium Act, or if any provision that is necessary to cause the Declaration or the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration or the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of Article 17 of the Declaration shall control.

Except as otherwise specifically permitted by the Condominium Board (as such term is defined in the Declaration) or provided in the Declaration or in the By-Laws, the Residential Unit is intended for residential use only, and the Garage Parking Space Unit, if applicable, is intended for accessory parking for the automobiles or motorcycles of Grantee or permitted occupants of the Residential Unit.

The Grantor covenants that the Grantor has not done or suffered anything whereby the Unit has been encumbered in any way whatever, except as set forth in the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws).

The Grantor, in compliance with Section 13 of the Lien law of the State of New York, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvements at the Property and will apply the same first to the payment of the cost of such improvements before using any part of the same for any other purposes.

The Grantee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof.

If the Grantor is a corporation, 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.

304 MULBERRY STREET OPERATING COMPANY, L.L.C.

By:_____

_____
Grantee

_____
Grantee

STATE OF NEW YORK)
) SS.:
COUNTY OF)

On _____, 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 individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
) SS.:
COUNTY OF)

On _____, 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 individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK)
) SS.:
COUNTY OF)

On _____, 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 individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

EXHIBIT A
DESCRIPTION

Unit No.___ Section , Block 521, Lot ____

The Condominium Unit (the "Unit") known as Unit No. _____ in the building (hereinafter referred to as the "Building") known as 40 Bleecker Street Condominium, said Unit being designated and described as Unit No. ____ in a certain Declaration dated _____, 201_ (which declaration and amendments thereto are hereinafter collectively referred to as the "Declaration") establishing a plan for condominium ownership of said premises and the land (hereinafter referred to as the "Land") upon which the Building is situate, which Land is more particularly described below, under Article 9-B of the Real Property Law of the State of New York (the "Condominium Act"), dated ____, 201_ and recorded in the New York County Office of the Register of the City of New York (the "City Register's Office") on _____, 201_, as CRFN No. _____, and also designated as Tax Lot ____ in Block 539 of the Borough of Manhattan on the Tax Map of the City of New York and on the Floor Plans of said Building certified by Rawlings Architects, P.C. on _____, 201_ and filed with the New York City Land Records Division on _____, 201__ as Condominium Plan No. ____ and also filed in the New York City Land Records Division, New York County on _____, 201__ under CRFN No. 201_____.

TOGETHER WITH an undivided _____% Percent interest in the Common Elements (as such term is defined in the Declaration).

The Land upon which the Building containing the Unit is situate is bounded and described as follows:

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, being more particularly bounded and described as follows:

PARCEL A

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH OF MANHATTAN, CITY, COUNTY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE SOUTHERLY LINE OF BLEECKER STREET WITH THE EASTERLY LINE OF MULBERRY STREET;

RUNNING THENCE SOUTHERLY, ALONG THE EASTERLY LINE OF MULBERRY STREET, 120 FEET 6 INCHES TO AN ANGLE POINT THEREIN;

THENCE STILL SOUTHERLY, ALONG THE EASTERLY LINE OF MULBERRY STREET 47 FEET 11-¾ INCHES;

THENCE EASTERLY, ALONG A LINE FORMING AN ANGLE OF 89° 35' 40" ON ITS NORTHERLY SIDE WITH THE EASTERLY SIDE OF MULBERRY STREET, 83 FEET 0-¾ INCHES;

THENCE NORTHERLY, ALONG A LINE FORMING AN ANGLE OF 89° 15' 10" ON ITS WESTERLY SIDE WITH THE PRECEDING COURSE, 169 FEET 8-½ INCHES TO A POINT IN THE SOUTHERLY LINE OF BLEECKER STREET;

THENCE WESTERLY, ALONG THE SOUTHERLY LINE OF BLEECKER STREET, 80 FEET

2 INCHES TO THE POINT OR PLACE OF BEGINNING.

PARCEL B

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH OF MANHATTAN, CITY, COUNTY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY LINE OF MULBERRY STREET DISTANT 88 FEET 11-¼ INCHES NORTHERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE EASTERLY LINE OF MULBERRY STREET WITH THE NORTHERLY LINE OF EAST HOUSTON STREET;

RUNNING THENCE EASTERLY, ALONG A LINE FORMING AN ANGLE OF 89° 35' 40" ON ITS NORTHERLY SIDE WITH THE EASTERLY LINE OF MULBERRY STREET, 83 FEET 0-¾ INCHES;

THENCE NORTHERLY, ALONG A LINE FORMING AN ANGLE OF 89° 15' 10" SECONDS ON ITS WESTERLY SIDE WITH THE PRECEDING COURSE, 0 FEET 0-½ INCHES;

THENCE WESTERLY, ALONG A LINE FORMING AN ANGLE OF 90° 44' 50" SECONDS ON ITS SOUTHERLY SIDE WITH THE PRECEDING COURSE, 83 FEET 0-¾ INCHES TO A POINT IN THE EASTERLY LINE OF MULBERRY STREET;

THENCE SOUTHERLY, ALONG THE EASTERLY LINE OF MULBERRY STREET, 0 FEET 0-½ INCHES TO THE POINT OR PLACE OF BEGINNING.

PREMISES KNOWN AS 40 BLEECKER STREET, NEW YORK, NY 10012
AND ALSO KNOWN AS 304-309 MULBERRY STREET, NEW YORK, NY 10012.

UNIT DEED

304MULBERRY STREET L.L.C.

- to -

The Premises affected by the within instrument lies in
Section: 5
Block 539
Lot:
On the Land Map of the County of New York

Street Address: 40 Bleecker Street
New York, NY 10012

Title Co.:
Title No.:

Record and Return to:

Dated: _____, 201__

DESCRIPTION OF PROPERTY AND BUILDING CONDITION

[This page intentionally left blank]

Introduction

The purpose of this report is to provide the information required for an offering plan for a new condominium building comprised of a renovation and addition to an existing structure. The format utilized is based on the legal requirements which govern this type of project.

Exclusions and Limitations:

- The contents of this report reflect the Architect's professional opinion based on experience and training. Building Codes are subject to interpretation by the person, firm, or agency using the Code; differences of interpretation may occur. The Architect does not represent or guarantee that the Architect's interpretation will be the same as the relevant agency's interpretation.
- This report is not intended as an instrument to determine the value of the property nor is it intended to make any representation with regard to the advisability of a purchase.
- The report is not intended as a guarantee or warranty of the property and/or contained equipment or its fitness for use.

Relevant codes governing this project include the New York City Zoning Resolution, the 2014 New York City Building Code, and the New York State Multiple Dwelling Law.

A Location and Use of Property

(1) Address:	40 Bleecker Street, aka 304-308 Mulberry Street New York, New York 10012 *With Frontage on Mulberry Street and Bleecker Street*
(2) Block/Lot Number:	Block 521, Lot 9 (formerly 3 and 9) Lot 1 is included in the merged zoning lot (298 Mulberry) 298 Mulberry is not part of the Condominium except for easements for parking access and light and air as described in the offering plan
(3) Zoning District:	C6-2 and C6-3 districts in Special Little Italy district Area B as indicated on Map 12c of the Zoning Resolution of the City of New York
Community District:	6, Inside the Manhattan Core
(4) Use Groups:	Use Group 2, Residential Use Group 6, Commercial -Floors 2- 12 will be Use Group 2, Residential -Floor 1 will be Use Group 6, Commercial and Use Group 2, Residential Lobby -Cellar will be accessory to Use Group 2.
Landmark Status:	The building is not a landmark and is not located in a landmark district. A Historic District lies to the east of the property (NOHO East Historic District) and on the North side of Bleecker Street as does an extension (NOHO Historic District Extension).

Handicapped Accessibility: The building will comply with Local Law 58 and the Americans with Disabilities Act Accessibility Guidelines, and the 2014 NYC Building Code.

The zoning lot is merged and will contain 2 buildings: 298 Mulberry Street (not part of the condominium except for easements) and 40 Bleecker Street (the condominium). Since the greater amount of frontage of the split zoning lot lies in Area B of the Special Little Italy district, the district regulations allow the entire zoning lot to be considered to be located in Area B. The building is designed to comply with the New York City Zoning Resolution. The underlying district (C6-2 and C6-3) requirements of bulk height and lot coverage are superseded by the Special Little Italy District requirements. The building is compliant with all of these Special Little Italy requirements. All of these requirements along with other code compliances are demonstrated on the approved architectural drawings as filed with the New York City Department of Buildings indicated below. The required open recreation space is located in the rear court at the 2nd floor. The open recreation space shall be usable by and accessible to all unit owners.

B **Construction Status**

(1) Year Built

An existing 7 story multifamily residential building on Lot 9 will be demolished commencing in or about January 2017 and be complete in or about April 2017. Construction of the new building will begin in or about May 2017 and it is anticipated that the building will be sufficiently complete for issuance of a Temporary Certificate of Occupancy in or about November 2019, unless delayed by weather, strikes, lockouts, acts of God, shortage of, or inability to obtain materials, equipment or labor, government restrictions or preemption, damage by fire or the elements, or any other cause over which the Sponsor has no control.

(2) Class of Construction: Non-Combustible Class 1-B, fully sprinklered throughout, Class A Multiple Dwelling.

According to Table 601 and 602 Construction Classes in B.C. 602.2, Construction Group Class 1-B is a 2 hour protected classification. The building complies with B.C. 602 & 602.2 where the classification is a noncombustible construction group in which the walls, exit ways, shafts, structural members, floors, and roofs, are constructed of non combustible materials and assemblies.

(3) Certificate of Occupancy A Temporary Certificate of Occupancy will be secured for those units to be closed. The Sponsor will obtain a permanent Certificate of Occupancy for the building as provided in the offering plan.

(4) Permit Numbers: The New Building Application was filed with the New York City Department of Buildings 29 October 2015, Application #121190040 and was approved on 29 August 2016. A post approval amendment was filed on 10 November 2016. Demolition of the existing 7 story multifamily residential building at 306 Mulberry Street was filed with the New York City Department of Buildings, Application #122789143. The work was filed under the 2014 Building Code.

Where materials, appliances, equipment, fixtures and other construction and design details are specified in this report, the Sponsor has reserved the right to substitute in their place similar materials, appliances, equipment and/or fixtures of substantially equal or better in quality and design. All dimensions and areas are approximate, within reasonable tolerances.

C General Description of Building and Site

(1) Site Size:
Block 521, Lots 1 and 9 is L-shaped composed of 2 approximately rectangular irregular portions, one with frontage on Mulberry and Bleecker Streets (Lot 9), and one with frontage on Mulberry Street, East Houston Street and Mott Street (Lot 1). The Lot 9 Rectangle is approximately 170.5' on Mulberry Street by 80.17' on Bleecker Street and this portion of the lot will contain the new building 40 Bleecker Street. The Lot 1 rectangle is irregular in shape with 88.98' of frontage on Mulberry Street, 170.57' of frontage on East Houston Street, and 92.98' of frontage on Mott Street. The Lot 1 irregular rectangle will contain the existing mixed use commercial and multifamily residential building 298 Mulberry Street.

The merged zoning lot area is approximately 29,018 square feet. The Lot 9 area is approximately 13,791 square feet.

Frontage lengths are listed above. The street lighting is provided by the City of New York.

Lots 1 and 9 of Block 521 is composed of corner lot portions at the north and south portions within 100' of a street intersection, and an interior lot portion in between. The property is located on the east side of Mulberry Street and the south side of Bleecker Street in the NoHo neighborhood in Manhattan. Mulberry and Bleecker Streets are narrow public asphalt roadways. The sidewalk will be concrete with a steel faced concrete curb on the Mulberry and Bleecker Street frontages.

There is an MTA structure (subway station entrance stairway) on the Bleecker Street frontage near the southeast intersection of Bleecker and Mulberry Streets.

(2) Number of Buildings and Use:
The facility will consist of a new 12 story building located at 40 Bleecker Street on Lot 9. The existing 8 story mixed use commercial and multifamily residential building 298 Mulberry Street (Lot 1) will remain and is not part of the condominium except for easements. The existing 7 story multifamily residential building at 306 Mulberry Street on Lot 9 will be demolished to make way for the 12 story new mixed use building (the New Building) which will be known as 40 Bleecker Street. The New Building will have a new reinforced concrete mat slab and foundation walls and provide a cellar which will occupy the entire area of Lot 9. The overall height of the structure will be approximately 148'-0" to the tallest roof, and 156'-0" to the top of the tallest piece of mechanical equipment, measured from curb level base plane. Elevations refer to NAVD88. The roof of the New Building will be a flat roof with pavers. The New Building will have a combination of brick cavity wall construction, metal panel rainscreen construction, stone cladding, and window wall construction, including punched windows.

The 1st Floor will contain accessory spaces to the residential use including the Lobby accessed from the Bleecker Street Frontage. The balance of the area on the ground floor will contain commercial use accessed from the Mulberry Street frontage. This level will be at approximately the same level as the adjacent sidewalk. The cellar will contain recreational and storage spaces

accessory to the residential use as well as support and mechanical spaces. An existing curb cut and ramp provide access to automobile parking at the north end of 298 Mulberry Street (Lot 1). The ramp will be modified and an opening provided in the exterior wall of 298 Mulberry Street (Lot 1) to allow access to accessory residential parking for the New Building. An easement has been recorded against both Lots to allow for this access, as described in the offering plan. There will be 12 parking spaces, 11 of which will be Garage Parking Space Units and 1 of which will be an ADA van accessible parking space. Common space in the garage is a Residential Common Element. There will be a total of 61 Condominium Residential Units, 11 Condominium Garage Parking Space Units and 1 Commercial Unit. The ADA van accessible parking space will be leased by the Condominium and 40 storage lockers will be licensed by the Condominium as described in the offering plan.

All components of and systems in the building will be new and are described below.

(3) Streets owned and maintained by the project:
None.

(4) Drives, Sidewalks, Ramps:
Mulberry Street and Bleecker Street are asphaltic roadways and the sidewalk will be concrete with a steel faced concrete curb. The sidewalk west and north of 306 Mulberry (Lot 9), bordering the property, will be new, replacing the existing sidewalk. The new sidewalk will be constructed to NYC Department of Transportation standards and will be free of tripping hazards and excessive surface ponding. The NYC DOT standards govern compliance with ADA. An existing curb cut will remain at the northern edge of the Mulberry Street frontage of 298 Mulberry (Lot 9) as described above. A new DOT compliant steel faced concrete curb will be provide along the full length of the frontage of the New Building. The condominium will be responsible for maintaining the sidewalk, as required by DOT. All sidewalks curb cuts / aprons will be ADA compliant.

The streets are presently pitched to drain through existing cast iron catch basins into the New York City Storm drainage system.

Yards and Courts:
There will be 1 inner court and 1 rear yard which will be located at the 2nd floor level adjoining each other along eastern property line of Lot 9. The combination inner court / rear yard will be 109'-9" and vary in width from 30'-0" at the inner court to 26'-6" at the rear yard. 2,774 sf of the space will serve as require Open Recreation Space required by the Special Little Italy district with required minimum length of bench seating and minimum amounts of landscaped area. The space meets or exceeds minimum requirements. This space will be usable by and accessible to all Residential Unit owners and their guest only. Plans presently include stone paving, small trees, shrubs, perennials, but the Sponsor reserves the right, in its sole discretion, to modify elements of this aesthetic design. It will be entered from the 2nd floor corridor, with a 2nd means of egress for emergency use only through elevator lobby. The areas not included in the required Open Recreation Space adjacent to the Residential Units (Units 2A, 2F, 2G) will be private outdoor paved terrace areas. The private outdoor paved terrace areas will be separated from each other and the open recreation space by masonry knee wall with Ipe wood fencing above, the combined height will not exceed a height of 48" above top of paver.

See Balconies and Terraces under Section F below.

For landscaping species and quantities, see Section W below.

D **Utilities**

See also sections J and later.

Water Supply:
Water for domestic use will be provided by New York City Department of Environmental Protection (NYC DEP). The domestic water service will be one new 4" domestic water main from Mulberry Street. A new backflow preventer and a new pressure booster pump will be provided.

Water for fire protection use will be provided by NYCDEP. It will consist of one new 6" fire service from Mulberry Street. A new backflow preventer will be provided for fire service. A new fire pump and jockey pump will be provided. A new standpipe system will be provided.

Domestic and fire service water usage will be metered in accordance NYC DEP requirements. Domestic water for the Commercial Unit will be sub-metered.

Sewer:
Sanitary and Storm Sewer discharged from the building will connect to the public combined sanitary and storm sewer system of NYC DEP (an un-metered Public Utility). The Sponsor will make connections from the building storm water system and the Residential and Commercial Units to the combined sewer, which is located on Mulberry Street.

The cost of water and sewer will be allocated to all Residential and Commercial Units.

Electricity:
A new electric service will enter the building on Mulberry Street. This service will supply all base building mechanical loads, lighting, general receptacles, and Residential and Commercial Units. The electricity to each Residential and Commercial Unit will be metered via digital meters approved by the Public Service Commission. The digital metering allows electricity to be purchased by the condominium management at bulk rates from the utility company. The meter reading and electricity bills can be generated either by condominium management or by a billing management company for a service fee. The condominium management is responsible for collection and payment to the utility company.

Natural Gas:
Gas will be supplied via two new street gas mains which will enter the building below grade from Mulberry Street. One gas service will be used to supply gas to domestic water heating equipment, cooking, gas dryers and gas fireplaces. Second service will be used to supply gas to an emergency generator. There will be 3 meter rigs: a meter rig for residential cooking, fire places and dryers; a meter rig for rooftop units and domestic water heating; and a separate service and meter rig for the emergency generator.

Telecommunications:
The telecommunications service will enter the building below grade from Mulberry Street to a demarcation panel in the cellar Telecom Room. Conduit, wires and outlet boxes will be installed for distribution to each Residential Unit. Individual Residential Unit Owners will arrange for service directly with the telecommunications provider.

Refuse Disposal:
Residential trash will be collected at the bottom of the trash chute in the cellar and compressed in a compactor. The building staff will bring the compacted trash from compactor to curb side for municipal collection on the given day of collection by the municipal authority. Further information regarding the compactor is noted in Auxiliary Facilities.

Commercial trash will be collected within the Commercial Unit and placed on the sidewalk for private collection.

E Sub-Soil Conditions

The foundation for the New Building will be a cast in place reinforced concrete mat slab under the entire foot print of the New Building.

Subsurface Conditions
The subsurface condition at the site generally consists of uncontrolled fill underlain by medium to medium dense sand followed by decomposed bedrock. The decomposed bedrock was encountered at depths of about 88.5 to 91 feet below existing ground surface (el -46.5± to -48.5.±0).

The layer of uncontrolled fill generally consisting of brown, medium to fine grain, sand with trace silt, was encountered immediately below ground surface in all the borings. Variable amounts of gravel, brick, concrete, and rock fragments were observed in the fill. The fill ranged between about 8.5 and 22 feet thick. The Standard Penetration Test (SPT) N-values in the fill ranged between 2 bpf and spoon refusal, with an average of about 14 bpf. The fill ranges between loose and dense and is classified as Class 7 "Uncontrolled Fill" in accordance with the NYC Building Code.

Immediately below the fill layer in all borings was a layer of brown, medium- to fine-grain sand with various amounts of silt and fine gravel. The sand was encountered at el 30± to el 23.5±. Borings LB-02, LB-04, and LB-06(OW) were terminated before the bottom of the sand layer was encountered. For the remaining borings, the layer ranged between about 66.5 and 76.5 feet thick and extended to depths of about 88.5 to 91 feet below the ground surface, corresponding to el -46.5± to -48.5±. SPT N-values in this stratum ranged between 7 and 81 bpf, with an average of about 25 bpf. The sand is generally classified as poorly graded sand (SP) in accordance with the Unified Soil Classification System (USCS) and is classified as Building Code Class 3a "Dense Granular Soils," 3b "Medium-Dense Granular Soils," and 6 "Loose Granular Soils" in accordance with the Building Code.

A layer of decomposed gneiss, and schist was encountered immediately after the sand in borings LB-1, LB-3, and LB-5 at depths of about 88.5 to 91 feet below the ground surface, corresponding to el -46.5± to -48.5±. A single core was obtained from boring LB-3. Rock core recovery was about 23 percent and RQD was about 7 percent. The decomposed rock is classified as Class 1d "Soft Rock" in accordance with the Building Code.
During the field investigation, groundwater was encountered at about 38 feet below existing grade, corresponding to about el 3±.

Foundations
The foundation system is a mat foundation constructed on engineered structural fill and the natural sand layer (Building Code Class 3 material). The proposed bottom of mat foundation is

about 4 to 8.5 feet above Building Code Class 3 (suitable bearing sand) material at portions of the site. Over-excavation will be needed to remove all unsuitable fill. Additionally, the current cellar level at the western part of the site is at a deeper elevation than the proposed cell level. Both the over-excavated areas and the existing cellar level should be replaced with compacted sand or gravel conforming to the Building Code requirements for controlled fill or a low-strength cementitious flowable fill. The recommended allowable bearing pressure is 3 tons per square foot (tsf) for the native sand, structural fill and flowable fill.

F **Landscaping and Enclosures**

Ground Floor
(See description under Yards & Courts – Section C).

Under the Special Little Italy and underlying district, 24 trees are required to satisfy the requirement for street trees. 13 trees exist and will remain. No trees will be added, due to sidewalk obstructions. These 13 trees, are small, of unknown species and are in fair condition. Therefore 11 trees will be relocated in close proximity to the site through a New York Tree Trust donation. New tree pits will comply with NYC DOT requirements, will be 5' x 10' with tree pit guard (NYC Parks Department Street Tree Planting Guard Detail Type A).

Second Floor
The Open Recreation Space at the 2nd floor inner court / rear yard will be usable by and accessible to all Residential Unit owners and their guests as provided in the Condominium Documents. Plans presently include stone paving, small trees, shrubs, perennials, but the Sponsor reserves the right, in its sole discretion, to modify elements of this aesthetic design. It will be entered from the 2nd floor corridor, with a 2nd means of egress for emergency use only through elevator lobby. The areas not included in the required Open Recreation Space adjacent to the Residential Units (Units 2A, 2F, 2G) will be private outdoor paved terrace areas. The private outdoor paved terrace areas will be separated from each other and the open recreation space by a masonry knee wall, and the height will not exceed a height of 48" above top of paver.

Tenth Floor
Setback terrace with stone paving and modular ipe decking on pedestals will be private. Penthouse A, Penthouse B, and Penthouse C all have access to private terraces adjacent to the Residential Unit. The private outdoor paved terrace areas will be separated from each other by ipe wood fencing not exceeding a height of 48" above top of paver. Metal planters with evergreen shrubs and perennials will be provided.

Eleventh Floor
Setback terrace with stone paving and modular Ipe decking on pedestals will be private. Penthouse D, Penthouse E both have access to private terraces adjacent to the Residential Unit. The private outdoor paved terrace areas will be separated from each other by ipe wood fencing not exceeding a height of 48" above top of paver. Metal planters with evergreen shrubs and perennials will be provided.

Twelfth Floor
Setback terrace with stone paving and modular Ipe decking on pedestals will be private. Penthouse D, Penthouse F both have access to private terraces adjacent to the Residential Unit. The private outdoor paved terrace areas will be separated from each other by ipe wood fencing

not exceeding a height of 48" above top of paver. Metal planters with evergreen shrubs and perennials will be provided.

G Building Size

(1) Total Height:
Overall height of the structure will be approximately 148'-0" to the tallest roof, and 156'-0" to the top of the tallest piece of mechanical equipment, measured from curb level base plane. The Residential Lobby on Bleecker Street is at elevation 41'-10". Elevations refer to NAVD88.

(2) Crawl Spaces:
None

(3 & 4) Floors:
12 stories above grade with a full cellar. Floor levels align on a given floor.

Ceiling Heights:

Except in areas with dropped beams, ceilings, and soffits, coves, the floor to ceiling heights of the upper ceiling of the Residential Units are approximately as follows:

2nd Floor	10'-0"
3rd Floor	10'-0"
4th Floor	10'-0"
5th Floor	10'-0"
6th Floor	10'-0"
7th Floor	10'-0"
8th Floor	10'-0"
9th Floor	10'-0"
10th Floor	10'-0"
11th Floor	10'-6"
12th Floor	10'-6"

Note measurements are from top of concrete slab to underside of slab or underside of upper dropped ceiling per Sections X.

(5) Equipment Room Locations:
Equipment rooms are located in the cellar (Electrical Room, Tel/data Closet, ATS Room, Trash Compactor Room, Plumbing Room, Fire Pump Room, Pool Equipment Room), at the first floor (Gas Meter Room) and on the roof (Boiler Room, Elevator Control Room, Electrical Room).

(6) Parapet:
Height from top of roof finish to top of parapet, handrail or coping will be 3'-6" (42") minimum and 4'-0" (48") maximum.

H Structural System

The Structural design of the New Building in accordance with the New York City Building Code, 2104 edition.

The 12-story plus cellar New Building will be standard cast-in-place flat plate concrete construction with concrete columns and two-way slabs. The lateral system will be comprised of concrete shear walls located along stairs, elevators, and exterior walls. Framing bay sizes vary, with maximum of 23'-0" by 21'-0". Floor slabs are typically 8" thick to maximize floor to floor heights. Columns are typically square or rectangular with a few rounds at select locations. Stud rails will be used at various column locations for punching shear on an as needed basis. Isolated concrete transfer beams and/or thickened slabs will be used on the tenth, eleventh and twelfth floors to transfer columns as needed. Concrete encased steel transfer beams will be used at the 1st floor slab over the garage to allow for longer spans and shallower transfer beams within that space.

The building will bear on an average 2ft thick foundation mat with localized thickened zones under the shear walls.

Parapets, copings, railings and balconies will be built to meet current code requirements. Foundation, cellar slab and plaza waterproofing are described in below.

Acoustic separation between Residential Units is described in Section W below.

(1) Building Exterior

(i) Walls and Envelope
All exterior metals and fasteners will be corrosion resistant.

The roof of the New Building will be a built-up flat roof system with pavers on pedestals. The New Building will have a combination of brick cavity wall construction, metal panel rainscreen construction, stone cladding, and window wall construction, including punched windows. The brick will be laid in a 1/3 running bond, "norman" units (12" long x 2-2/3" tall x 4" deep nominally). The cavity wall construction will consist of the face brick, an air space with 3" rigid insulation, a liquid applied air/water barrier applied to a 6" nominal concrete masonry backup wall with hollow cells filled with perlite insulation. The inside finish will consist of metal stud furring with a drywall finish. The entire assembly will have an R 15 or greater thermal rating. Weep holes will be 24" maximum on center above shelf angles, 3/8" x 2-2/3" mortar net type or bronze tubes at grade locations. Cavity wall flashing will be stainless steel at the bottom of the cavity atop the steel shelf angles. The air water barrier will lap over the stainless steel flashing. The stainless steel flashing will be turned up at the ends with end dams. Continuous hot dipped galvanized steel shelf angles shelf angles at each floor will support and relieve the brick veneer and create the head of window openings. This will be painted where exposed to view.

The metal rainscreen construction will consist of powder coated aluminum metal panels mounted on an aluminum rainscreen substructure, 4" mineral wool insulation, a liquid applied air/water barrier applied to a 6" nominal concrete masonry backup wall with hollow cells filled with perlite insulation. The inside finish will consist of metal stud furring with a drywall finish. The entire assembly will have an R 15 or greater thermal rating.

The Stone cladding construction will consist of 2" minimum thick stone panels, air space with 3" rigid insulation, a liquid applied air/water barrier applied to a 6" nominal concrete masonry backup wall with hollow cells filled with perlite insulation. The inside finish will consist of metal stud furring with a drywall finish as residential areas, no finish at commercial areas. The entire assembly will have an R 15 or greater thermal rating.

Insulation:
The average R-value of the opaque sections of the exterior wall will be R 15 or greater, and R 2.2 or greater for the vision sections for all window types. The exterior wall will have insulation values in compliance with the New York State Energy Code and fire resistance ratings in compliance with the New York City Building Code. Insulation materials will consist of rigid insulation in the air space in the brick cavity wall construction and the stone cladding construction; semi rigid insulation in the airspace behind the metal panel rainscreen; sprayed closed cell insulation on the inside face of the concrete masonry unit backup of exterior blind property line walls; the roof will be insulated with rigid insulation above the roofing membrane with an R-value of R20.

(ii) Windows:
There will be four types of windows: Aluminum Windows at Punched Openings, Aluminum Windows at Floor to Ceiling Openings, Fire Rated Windows, and Aluminum Storefront. Window screens will not be provided at any of the types.

Aluminum Windows at Punched Openings will be Series ADS 65 by Schuco, both fixed and operable, with 1" insulated glass. Operable windows will be in-swinging casement type with New York City approved limiting arms to prevent the window from opening more than 4 inches. Limiting arms can be disabled for cleaning of the outer surface of the windows. The exterior finish will be exterior architectural grade powdercoat. Interior finish will be an interior grade powdercoat finish of different color. There will be a 5 year manufacturer's warranty on the window units as a whole, with a 5 year manufacturer's warranty on glass, and a 10 year warranty on metal finishes. Warranty will commence on date of initial shipment of windows. Window frames will be thermally broken by a polyamide thermal break.

Aluminum Windows at Floor to Ceiling Openings will be Series FW 50+ by Schuco with operable casements matching the Aluminum Windows at Punched Openings. These windows will have lift and slide sliding doors by Schuco and terrace doors by Schuco for access to private terraces.

Fire Rated Windows will be Fireframes by TGP. There will be no operable sections in the Fire Rated Windows.

The Offering Plan provides that in order to promote a consistent appearance of the Building from the outside, each Unit Owner will be required to install and maintain window treatments having a neutral-colored backing on windows which face Mulberry Street or Bleecker Street. Such window treatments and backings must conform to specifications, including as to color, established from time to time by the Condominium Board. The Sponsor has established, as an approved specification, window treatments and backings with "Equinox" Blackout 0100 shade fabric by MechoShade Systems.

Aluminum storefront will be 1600 series storefront/ stick curtainwall by Kawneer, fixed units, with 1" insulated glass. The finish will be fluoropolymer 3-coat paint finish. There will be a 1 year manufacturer's warranty on the window units as a whole, with a 5 year manufacturer's warranty on glass, and a 5 year warranty on metal finishes. Storefront frames will be thermally broken with a polyurethane thermal break.

There will be lot-line windows in some locations. None are required for light or ventilation. All lot line windows will be Fire Rated Windows.

Lot-line windows at the south facade on the tenth, eleventh, and twelfth floors will benefit from a light and air easement as described in the offering plan. There are two such lot-line windows at the south facade in the living room of Residential Unit Penthouse C, two such lot-line windows at the south facade in the living room of Residential Unit Penthouse E, and two such lot-line windows at the south facade in the living room of Residential Unit Penthouse F.

Lot line windows without a light and air easement occur at the east façade on the tenth, eleventh and twelfth floors. There is one such lot-line windows at the east facade in a bedroom of Residential Unit Penthouse A. There are two such lot-line windows at the east facade in bedrooms of Residential Unit Penthouse D.

In the event that the building to the east is enlarged, the Board of Managers of the Condominium will be responsible to seal the window openings in the façade blocked by the enlargement with construction in compliance with the Building Code. The Condominium shall also insulate and seal the openings inside any affected Units. It will be the responsibility of any affected Unit Owners to refinish the interiors of their Unit, as further described in the offering plan.

(iii) Landmark Status:
See above.

(2) Parapets, Copings, Lintels, Sills, and Railings:
Parapets will be extensions of the wall type below (brick cavity wall construction or metal panel rainscreen construction). Brick cavity wall parapets will have brick finish on the inside and outside faces and a cast stone coping, lead coated copper flashing and stainless steel pin anchors. Metal panel rainscreen parapets will have metal panel finish on the inside and the outside face and a metal panel coping. Edge protection at the tenth floor terraces will be provided by both parapets and laminated glass railings which will extend a minimum of 3'-6" and a maximum of 4'-0" above roof paving. Edge protection at the eleventh, twelfth and main roof will be provided by laminated glass railings which will extend a minimum of 3'-6" and a maximum of 4'-0" above roof paving. Metal guard railings will be provided at the roof bulkhead, a minimum of 3'-6" and a maximum of 4'-0" above the roof level. There are no horizontal railings without protection or ladder effect. Rooftop mechanical equipment will be screened.

Local Law 11:
Local Law 11/1998 applies to periodic inspection of the exterior walls and appurtenances of buildings greater than six stories in height. The property at 40 Bleecker Street will be 12 stories, and therefore shall comply with B.C. 28-302 in that an inspection will be required under the direct supervision of an architect 5 years after the applicable exterior walls have been completed and periodically inspected a minimum of every 5 years after. As per B.C. 28-302.4, a report shall be made by the architect or engineer supervising the inspection and submit as appropriate to the Department of Buildings. The 1st Local Law 11 Report for Façade Inspection will be due in November 2024, assuming completion at the above mentioned date.

(3) Chimneys and Caps:
There will be two double wall insulated metal flues extending from the roof boiler room to the top of the boiler room roof which will comply with New York Building Code. The double wall flue is factory fabricated of AL29-4C inner liner and aluminized steel outer liner. The outer liner exposed to weather will be stainless steel. The trash chute will extend above bulkhead and will comply with New York Building Code.

Units Penthouse A, Penthouse B, Penthouse C, Penthouse D and Penthouse E are each provided with a gas fired fireplace. The fireplaces will have a coaxial (concentric) venting system designed for use with direct vent gas fireplaces. All terminations for the above fireplaces vents are located at the main roof.

All terminations will be as required by the manufacturer and in compliance with NYC Mechanical and Fuel Gas Code.

(4) Balconies and Terraces:
There will be terraces at the second floor at the inner court / rear yard and setback terraces at the tenth floor, eleventh floor, and twelfth floor on the Mulberry and Bleecker Street frontages which will be private outdoor terrace areas dedicated to the Residential Units located directly adjacent. (Residential Units 2A, 2G, 2F, Penthouse A, Penthouse B, Penthouse C, Penthouse D, Penthouse E, Penthouse F). See section F above.

The main roof level and bulkheads will be used for mechanical equipment including fans, a rooftop air handlers, condensers, fluid cooler for the pool, cooling tower for the Commercial Units and an emergency generator. Mechanical equipment areas will be paved with precast concrete pavers. No elevators will stop at the roof level. All roof terraces will have pavers on pedestals above the roof assembly and drains as described below.

(5) Exterior Entrances:
There will be a glass entryway vestibule, accessed from the sidewalk on Bleecker Street. The door will be recessed from the property line by 18". The entrance will have a vestibule with double-stage security through an intercom system (intercom and electrified lockset at each vestibule door). The doors will be aluminum stile and rail with tempered glass panels and sidelights. Exterior entrances will be ADA compliant and free of tripping hazards, with appropriate sloping and door approach, door clearances and operation requirements. The entry doors will be protected by an overhead noncombustible canopy projecting less than 5'-0" over the property line with the underside greater than 9'-0" above sidewalk level. The doors are not thermally broken, which is typical for active entry doors. The entry area will be adequately lighted.

Stair Exit Doors:
There will be a 2 stair exit doors serving 2 exit stairs. Stair A will discharge into the residential lobby, which discharges on to Bleecker Street. Stair B discharges via an exit passageway directly to Mulberry Street. The exit door and frame on Mulberry Street will be an aluminum opaque door matching the storefront system. Stair B exit door to the exit passageway will be painted hollow metal.

(6) Service Entrances
There will be 2 exit passageways discharging to Mulberry Street on the 1st floor. The northern exit passageway described above under Stair Exit Doors serves Stair B and the Commercial Unit. The southern exit passageway serves the Commercial Unit.

An existing curb cut and ramp provide access to automobile parking at the north end of 298 Mulberry Street (Lot 1). The ramp will be modified and an opening provided in the exterior wall of 298 Mulberry Street (Lot 1) to allow access to accessory residential parking for the New Building. An easement has been recorded against both Lots to allow for this access as indicated above. There will be 12 parking spaces, 1 of which will be ADA van-accessible. The ramp and access to cellar level will be used for service and deliveries.

The opening between 298 Mulberry Street (Lot 1) and 40 Bleecker Street (Lot 9) will be protected with a 3 hour rated coiling overhead opening protective.

(7) Roof and Roof Structures, Bulkhead (Stairs, Elevator Roof Lobby, & Elevator Machine Room):
The bulkhead will house Egress Stair A and B, the Elevator Control Room, the elevator overruns, and the Boiler Room. This bulkhead will be clad in Metal Panel Rainscreen Construction.

Mechanical equipment will be located on the main roof and the bulkhead roof. The bulkhead portion housing egress stairs will have smoke vent louvers with a reversible post-fire smoke purge fan connected to the fire alarm system. The bulkhead will be supported by cast in place concrete columns and walls will cast in place concrete roof slabs. Cladding, roofing and railings will be as indicated above and below. Windows, louvers and smoke vent louvers will serve the stairways and elevator shafts and large mechanical shafts as per NYC Building Code.

No lightning protection system will be provided.

Roof Assemblies and Waterproofing:
All exterior metal and fasteners will be corrosion resistant.

Membrane Roofing:
This roof membrane and all associated base flashings and accessories will be Siplast Parapro Liquid Applied Roofing Membrane. Siplast, Inc., the manufacturer of the roofing membrane will issue its Guarantee, subject to industry standard terms, conditions and exclusions such as damage from natural causes, mistreatment, faulty installation or faulty or unauthorized maintenance, that the Parapro Membrane shall remain in a water-tight condition for a term of twenty (20) years or Siplast, Inc. shall repair the Parapro Membrane at its own expense. There is no dollar limit in such Guarantee, but Siplast, Inc. shall only be liable for the cost of repair of the membrane or installation of a replacement membrane and not damages to other components of the roof or building or consequential damages.

Rigid insulation 4" thick will be placed above the membrane and held in place by stone and ipe wood pavers on pedestals which will form the wearing surface. The roof assembly will meet requirements of Class A roof assembly as defined in the NYC Building Code and UL Listing in accordance with ASTM E108. A windstorm classification of 1A-90 will be provided for the entire roofing system, including but not limited to copings and terminations. Roof insulation will be manufactured by Styrofoam High Load 60 by Dow Chemical Corp, which satisfies ASTM C578 type VII and ASTM D1621 procedure A with a minimum thickness of 4", yielding an R-value of 20 (5R per inch). This roof will have a 5-year installer's warranty and 20 year manufacturer's warranty.

Membrane Planter Roof:
This roof type will occur at portions of the second floor level plaza roofing at the inner court / rear yard landscaped area. This roof membrane will be the same system as Membrane Roofing above. In lieu of pavers on pedestals, this type will have root barrier, drainage mat, moisture retention mat, drainage panels, filter fabric, soil substrate, and intensive vegetation.

Foundation and Underslab Waterproofing:
This waterproofing type will occur at the outside face of the foundation wall and the underside of the cellar slab. This membrane and all associated flashings and accessories will be Preprufe and Bituthene by GCP Applied technologies. This system will have a 5-year installer's warranty.

A noncombustible metal canopy will protect the entrance from the sidewalk property line to the Residential Lobby entrance. It will project not more than 5' over the property line, the underside will be not lower than 9' above the sidewalk level.

Drains, Gutters, and Leaders:
All roofs will have new cast iron type roof drains with new internal piping for storm water.

Metal Work at Roof Levels:
All miscellaneous metal at roof areas such as ladders, pipe railings access stairs and equipment support dunnage will be hot dip galvanized steel.

Hatches to Roof:
All roof access will be through doors from the bulkhead or adjacent interior space or access ladders from the main roof.

Rooftop Mounted Mechanical Equipment:
Rooftop equipment to include heat pump condensing units, emergency generator, gas booster pump, cooling tower (for the commercial units), fluid cooler (for the swimming pool) will all be mounted on steel dunnage. Exhaust fans and outside air units will mounted on steel dunnage. Each piece of equipment is specified to be mounted with vibration isolators to prevent vibration and noise transmission through structure.

Stair Exit Doors:
See Section H(5) above

(8) Fire Escapes
None.

(9) Yards and Courts:
See Yards and Courts under section C above, Landscaping under section F above, waterproofing (roofing) under section H above. See Balconies and Terraces under Section H above.

Building Interior

(10) Interior Stairs:
There will be 2 new interior egress stairs:

Stair A will serve floors cellar through roof and will discharge into the residential lobby, which discharges on to Bleecker Street. This stair will be located at the northern portion of the building directly north of the elevators.

Stair B will serve floors cellar through roof and will discharge via an exit passageway directly to Mulberry Street. This stair will be located in the middle portion of the building, south of the elevator lobby.

There is 1 private stair in the building, connecting within Residential Unit as indicated:
Residential Unit Penthouse D connecting eleventh floor to twelfth floor

Stair Construction:
The egress stairs will be cast in place stairs with painted steel guards and handrails where required. Handrails will be anchored to the concrete block walls or concrete shear walls as applicable.

Egress stairs will have smoke vent louvers with a reversible post-fire smoke purge fan connected to the fire alarm system.

(11) Interior Doors and Frames:
All stairwell doors and frames will be painted hollow metal. Doors and frames within the Residential Units will be painted wood frames with painted stile and rail wood doors. The elevator doors and frames will be welded steel with a painted finish except for the lobby which will be oil rubbed bronze. The corridor doors from the Residential Units will be rated wood doors in painted hollow metal frames with wood cladding. Refuse disposal room doors, and all cellar doors will be painted hollow metal doors and welded frames. Doors will meet fire ratings as required by code.

(12) Elevators:
There will be two Passenger Elevators in the building:

Passenger Elevators
There will be two Passenger Elevators in the Enlargement located in new elevator shafts. They will be Overhead Gearless Machine-Room-Less Elevators (MRLs) serving all Residential Units and other spaces from the cellar floor through twelfth floor.

Passenger Elevators (PE1 and PE2) will have a tall cab height of 9"-0". Both elevators will have one set of doors. Accessibility for the disabled will be provided in full compliance with all applicable codes. The Eastern Passenger Elevator (PE1) will be larger and will be stretcher accessible as required by code.

The Western Passenger Elevator (PE2) will be an Overhead Gearless MRL Traction Machine, 2,100 lb capacity (13 persons) running at 350 fpm with one 36" single speed side opening door and a self-resetting governor as the safety system. This elevator has battery emergency lowering in the event of a power failure.

The Eastern Passenger Elevator (PE1) will be an Overhead Gearless MRL Traction Machine, 3,500 lb capacity (23 persons) running at 350 fpm with one 42" single speed side opening door and a self-resetting governor as the safety system. Emergency power will be provided to this elevator via a natural gas fired emergency generator. This elevator will operate at 50% speed in emergency power mode.

Duplex selective collective operation will be provided for both elevators from cellar to twelfth floor of the New Building. A microprocessor based controller will be provided.

Passenger elevator cabs will be manufactured by a company specializing in the manufacturing of elevator cabs. The floor material will be stone tiles. The walls will be covered with stone panels,

oil rubbed bronze control panel wall. The ceiling will be clad with polished stainless steel panels with recessed lighting.

Both elevators will have 12 months of maintenance included from the date of Temporary Certificate of Occupancy.

Auxiliary Facilities

Refuse Disposal:
A refuse storage room will be provided in an enclosed area within the zoning lot for residential use at 2.9 cubic feet per dwelling unit x 61 DU = 176.9 cubic feet. The refuse room storage area provided is greater than 63 sf x 3'-0" = 189 cubic feet > 168.2 cubic feet, therefore complies.

Trash will be collected at the bottom of the trash chute in the cellar and condensed in a compactor. Model 45KSR by Wilkinson Highrise. The compactor will have a 5 year warranty for parts and labor commencing upon substantial completion. The building staff will bring the compacted trash from compactor to curb side for municipal collection on the given day of collection by the municipal authority. There will be no refuse incineration on the property. The refuse room has exhaust for odor control, it must be kept as clean as possible to prevent foul odors in the common corridor.

Laundry Rooms:
Each Residential Unit will be equipped with a closet for a washer and dryer for laundry. There will also be a small central laundry room in the cellar with 1 commercial grade washer and dryer for convenience of oversized loads of laundry for the Residential Units. Washer / dryer equipment will be provided for each Residential Unit as indicated in section X below.

The laundry exhaust ventilation system is described in section L(2) below.

Storage Room:
A storage room will be provided in the cellar with 40 half-height separate Storage Locker cubicles, available to Residential Unit Owners only, as described in the offering plan. Each will be enclosed with a wire cage. Each locker is 3'-0" wide x 4'-0" deep x 4'-0" tall to centerline of wire frame.

Exercise Room:
An exercise room for use by all unit owners will be provided in the cellar level. The exercise room will be finished, but no exercise equipment will be provided. The Exercise Room will be approximately 47'-3" x 18'-10".

Swimming Pool
A swimming pool for use by Residential Unit owners and their guests only will be provided in the cellar level. It will be approximately 58'-0" long x 9'-6" wide x 4'-0" deep sloping to 4'-6" deep. A salt chlorination system will be provided along with filtration and pumps. The entire pool assembly will meet or exceed NYC Health Department requirements. Swimming may only take place with a lifeguard on duty.

Bicycle Storage Room:
A bicycle storage room will be provided at the cellar level, available to all Residential Unit Owners. The bicycle storage room will have racks for the storage of 31 bicycles. The bicycle room is approximately 11'-6" x 19'-0".

Garage
A common garage space will be provided at the cellar level for automobiles for the sole use of Residential Unit Owners who own parking spaces. This garage will be accessed from street level via a ramp as described above. There will be 11 private parking space and 1 ADA van-accessible private parking space for a total of 12 private parking spaces within the common garage. See also Item R below.

The garage ventilation system consist of monitoring the CO2 level and is exhausted by energizing exhaust fan as rising level of CO2 is detected with the operation of the vehicles in the garage. The garage exhausts is discharged outdoors by an exhaust fan located in the roof level fan room.

Storm Water Detention
A storm water detention tank will be located in the cellar. It will be accessible for maintenance from above via a manhole in the hallway leading to Stair B.

J **Heating, Air Conditioning & Plumbing**

(1) Heating: Each Residential Unit will be provided with shared variable refrigerant flow (VRF) type split system heat pump air conditioning unit, which also serves to provide heating. The VRF system is arranged so each apartment unit can be in either heating or cooling mode regardless of mode of operation in other apartment units with shared condenser.

(2) Each penthouse unit will be provided with supplemental hydronic perimeter heating with small electric boiler located within the penthouse unit.

The main entrance lobby will also be provided with local electric heating. Other common areas will be provided with electric type baseboard heating elements and electric unit heaters.

The heating system is designed to maintain an indoor temperature of 72 deg. F. when the outdoor temperature is 11 deg. F.DB within the normal conditions as per ASHRAE standards (99 %).

The operation and maintenance manual of all heating system equipment, combustion air balancing and heating water system balancing report shall be provided by sponsor.

The commercial unit will be provided with temporary electric unit heaters pending tenant build out.

(3) Cooling: Each Residential Unit will be provided with shared variable speed refrigerant type split system heat pump air conditioning unit, which also serves to provide heating. There will be multiple condensing units (CUs) located on the roof. Each of these condensing units serves multiple Residential Units and will be connected to multiple air handling units (AHUs) located within the apartments, typically one per bedroom and one

or two per living/dining/kitchen area. Operation of each AHU will be controlled by a 7-day programmable wall mounted unit controller for air conditioning.

Manufacturer of Cooling System: Specified air conditioning system will be as manufactured by Daikin (basis of design), VRV System, Model REYQ, rated capacities as scheduled below or approved equal.

Residential Unit Type	Units Served	# of Zones	Rated Cooling Efficiency @ 95 def F	Rated Heating Efficiency @ 47 deg F	Cooling Capacity @ 95 deg F Btu/h	Heating Capacity @ 0 deg F Btu/h	Outdoor Model	Indoor Model Series Type
ACC-1	2A	3	10.8 EER	3.30 COP	120,000	84,600	REYQ120TTJU	FXMQ
	2B	4						FXMQ
	2C	3						FXMQ
ACC-2	2D	3	10.8 EER	3.30 COP	120000	84,600	REYQ120TTJU	FXMQ
	2E	2						FXMQ
	2F	3						FXMQ
	2G	3						FXMQ
ACC-3	3A	3	10.8 EER	3.30 COP	120,000	84,600	REYQ120TTJU	FXMQ
	3B	4						FXMQ
	3C	3						FXMQ
ACC-4	3D	3	10.8 EER	3.30 COP	120,000	84,600	REYQ120TTJU	FXMQ
	3E	2						FXMQ
	3F	3						FXMQ
	3G	2						FXMQ
	3H	2						FXMQ
ACC-5	4A	3	10.8 EER	3.30 COP	120,000	84,600	REYQ120TTJU	FXMQ
	4B	4						FXMQ
	4C	3						FXMQ
ACC-6	4D	3	10.8 EER	3.30 COP	120,000	84,600	REYQ120TTJU	FXMQ
	4E	2						FXMQ
	4F	3						FXMQ
	4G	2						FXMQ
	4H	2						FXMQ
ACC-7	5A	3	10.8 EER	3.30 COP	120,000	84,600	REYQ120TTJU	FXMQ
	5B	4						FXMQ
	5C	3						FXMQ
ACC-8	5D	3	10.8 EER	3.30 COP	120,000	84,600	REYQ120TTJU	FXMQ
	5E	2						FXMQ
	5F	3						FXMQ
	5G	2						FXMQ
	5H	2						FXMQ
ACC-9	6A	3	10.8 EER	3.30 COP	120,000	84,600	REYQ120TTJU	FXMQ
	6B	4						FXMQ

Residential Unit Type	Units Served	# of Zones	Rated Cooling Efficiency @ 95 def F	Rated Heating Efficiency @ 47 deg F	Cooling Capacity @ 95 deg F Btu/h	Heating Capacity @ 0 deg F Btu/h	Outdoor Model	Indoor Model Series Type
	6C	3						FXMQ
ACC-10	6D	4	10.8 EER	3.30 COP	120,000	84,600	REYQ120TTJU	FXMQ
	6E	4						FXMQ
	6F	3						FXMQ
ACC-11	7A	3	10.8 EER	3.30 COP	120,000	84,600	REYQ120TTJU	FXMQ
	7B	4						FXMQ
	7C	3						FXMQ
ACC-12	7D	4	10.8 EER	3.30 COP	120,000	84,600	REYQ120TTJU	FXMQ
	7E	4						FXMQ
	7F	3						FXMQ
ACC-13	8A	3	10.8 EER	3.30 COP	120,000	84,600	REYQ120TTJU	FXMQ
	8B	4						FXMQ
	8C	3						FXMQ
ACC-14	8D	4	10.8 EER	3.30 COP	120,000	84,600	REYQ120TTJU	FXMQ
	8E	4						FXMQ
	8F	3						FXMQ
ACC-15	9A	3	10.8 EER	3.30 COP	120,000	84,600	REYQ120TTJU	FXMQ
	9B	4						FXMQ
	9C	3						FXMQ
ACC-16	9D	4	10.8 EER	3.30 COP	120,000	84,600	REYQ120TTJU	FXMQ
	9E	4						FXMQ
	9F	3						FXMQ
ACC-17	PH A	5	13.1 EER	3.72 COP	96,000	79,100	REYQ96TTJU	FXMQ
ACC-18	PH C	5	10.8 EER	3.30 COP	120,000	84,600	REYQ120TTJU	FXMQ
ACC-19	PH B	4	13.1 EER	3.72 COP	96,000	79,100	REYQ96TTJU	FXMQ
ACC-20	PH E	6	10.8 EER	3.30 COP	120,000	84,600	REYQ120TTJU	FXMQ
ACC-21	PH D	6	10.8 EER	3.30 COP	120,000	84,600	REYQ120TTJU	FXMQ
ACC-22	PH F	5	10.8 EER	3.30 COP	120,000	84,600	REYQ120TTJU	FXMQ
ACC-23	COMMON	3	13.1 EER	3.72 COP	96,000	79,100	REYQ96TTJU	FXMQ

The building will be provided with overall 23 condensing units: 16 shared Condensing Unit for Residential Units (ACC-1 through ACC-16) , 3 dedicated units one each for Penthouse Units PH-A (ACC-17) ,PH-B(ACC-19) ,PH-C (ACC-18), PH-D (ACC-21), PH-

E(ACC-20), & PH-F (ACC-22), and there is 1 additional heat pump unit to serve Lobby, Gym and Trash Room (ACC-23).

The heat pump system with shared condensing units will incorporate Power Proportional Distribution (PPD) metering that allows apportioning total outdoor heat pump total energy use proportional to the usage of heating and cooling (H&C) associated with each apartment. The electric energy is metered via digital meter and the apportioned energy use charges is combined with the electricity bill for the apartment. As noted above in section "Electricity" the meter reading of electricity and air-conditioning usage bills can be managed either by condominium management or by a billing management company for a service fee. The condominium management is responsible for collection and payment to the utility company.

Air conditioning and heating in common spaces and the main lobby will be provided with similar split type systems as the apartments, with CU on the roof and AHUs within the spaces provided. Operation of each AHU will be controlled by a 7-day programmable controller with remote sensors.

The Commercial Unit will be provided with condenser water from roof mounted cooling tower for air-conditioning for future fit-out by Commercial Unit owner/ tenant. The condenser water piping connections for Commercial Unit is terminated as valved and capped connection within in Commercial Unit.

The swimming pool area is provided with a dedicated dehumidification unit as well as dedicated exhaust and make-up air. Heat rejection from the dehumidification unit is via a system which circulates glycol to a fluid cooler on the roof.

All systems will be controlled by an automatic temperature control system(s) with capability of controlling heating or air cooling service to each of the CUs and AHUs. Each apartment will be capable of operating all AHUs in cooling, heating, or a combination of cooling and heating.

The heat pump units are designed to maintain inside temperatures of 78 deg. F. D.B. and 60% (max) relative humidity when outside temperatures are 92 deg. F. D.B. and 74 deg. F. within the normal conditions as per ASHRAE standards (1%). Cooling loads assume that Unit Owners will use internal blinds, shades or similar window treatments during the cooling season.

The operation and maintenance manual of all heating system equipment, combustion air balancing and heating water system balancing report shall be provided by sponsor.

(a) Utilities

(i) Natural Gas: Natural gas will be supplied by Con Edison. There will be 3 meter rigs: a meter rig for residential cooking, fire places and dryers; a meter rig for roof top units and domestic water heating; and a meter rig for the emergency generator. The gas meters will be located in the central gas meter room at the first floor level.

(ii) The domestic water and fire protection supply services will be supplied by the NYC DEP. There will be one (1) 4 inch water service to supply water for domestic water use and one (1) 6 inch water service for fire protection. The domestic water service and fire service will be equipped with backflow preventers. The domestic water service will be centrally metered prior to distribution to the domestic water systems. The water service for fire protection will be provided with meter on backflow preventer by-pass; full size meter for fire protection service is not required.

(iii) Drainage: The combined storm and sanitary drainage will be connected to the New York City Public Sewer System in Mulberry Street. There will be one (1) combined 10 inch sewer exiting cellar of the building at Sullivan Street.

(b) Drainage Systems

(i) Storm Drainage: Storm water will be collected by means of a series of roof drains; area drains and cast iron piping system located in the building interior. Storm drainage building drain will be combined with sanitary building drain and discharged to the public sewer system.

(ii) Sanitary Drainage: Sanitary waste from all the buildings fixtures located at the 1st floor and above will be collected through a series of vented stacks and will be conveyed to the street sewer via a gravity drainage system. Sanitary waste from the buildings fixtures located at cellar level will be conveyed to the street sewer via one set of duplex sewage ejector pump systems as manufactured by Slicer or similar; 100 GPM; (2) 5 HP motors. Pumps will be located in concrete pit.

(iii) Interior storm and sanitary drainage piping will be cast iron. No-hub fittings with heavy duty couplings will be used on above ground storm, sanitary and main vent piping. Compression gaskets or similar type approved connections will used on storm drainage piping in cellar and underground sanitary piping.

Storm and sanitary house drains will be provided with house traps. Both sanitary and storm drain pipe will be combined into one pipe and will connect into the city street main. Storm drainage from storm retaining roof drains and area drains will be conveyed to the street sewer via gravity drainage.

(iv) Submersible sump pumps will be provided for elevator pits.

(c) Domestic Water Systems

(i) Domestic Water: Potable water will be supplied via the New York City public water system. Building will be provided with new 4" domestic water service located in the cellar meter room. Domestic water service will be provided with water meter and a RPZ (reduced pressure zone backflow preventer). The water pressure will be maintained by a pressure booster system triplex booster pumps with variable speed controllers. There will be a single house meter, and the Commercial Unit will be sub-metered. Domestic cold water system will be distributed horizontally at the ceiling of the 1st Floor to supply risers. Branch piping will be provided to all plumbing fixtures, appliances and mechanical

equipment within the building, including Residential, Commercial, and Common Spaces.

(ii) Hot Water: A central boiler plant located in the roof mechanical room with two new condensing boilers Hydrotherm Model KN-10 input capacity 1,000 Mbh each and output capacity 927 Mbh each serves as source for domestic water heating. The boilers utilize natural gas as the energy source and rated for 92.7% efficiency. Domestic hot water will be connected to storage tank via plate and frame heat exchanger to the boilers. The domestic hot water is stored in six 175 gallon storage tanks also located in the boiler room at the roof. Domestic hot water will be distributed to all plumbing fixtures and appliances within the Residential Units and common spaces. Electric hot water heaters will provide Domestic hot water for the Commercial Unit.

(iii) All domestic hot and cold water piping will be distributed by means of type "L" copper pipe distribution system. Re-circulating piping and pumps will be provided. All hot and cold domestic water piping will be insulated with a thickness in compliance with the New York State Energy Conservation Code.

(d) Gas System

(i) Gas will be distributed to each Residential Unit from dedicated common gas meters located in the first floor gas meter room. All gas piping will be schedule 40 black steel with malleable iron fittings.

(e) Fire Protection Systems

(i) The building will be provided with combined fire standpipe and sprinkler system. in accordance with the New York City Building Code. The building will be protected by automatic wet-pipe sprinkler system. Fire Standpipe and sprinkler risers will be located in the egress stair enclosures. Drain risers will be provided as required by code. Siamese connections will be provided on Mulberry Street. Water for the system will be provided through one (1) 6" dedicated fire water service. The fire water service will be equipped with double deflector check valve with bypass meter.

(ii) Fire service will be equipped with new automatic fire pump providing 750 gpm at 120 psi of head with a 75 HP motor. There will be a jockey pump to maintain pressure in fire protection system.

(iii) Sprinkler system will be black steel schedule 40 with cast iron or malleable iron fittings. Sprinkler heads will be Reliable Sprinkler Company Model 'F' or equivalent in concealed, pendant, sidewall or upright configuration as required meeting space conditions. Siamese connection will be 3" x 3" x 6" flush mount type installed in compliance with the Code.

(iv) Hard-wired interconnected smoke/CO combination detectors will be provided within each bedroom and within 15'-0" of all bedrooms within the Residential Units.

K **Heating**
See Section J above

L **Gas Supply**

(1) Type: Natural

(2) Meters: There will be 3 meter rigs: a meter rig for residential cooking, dryers, fire places; a meter rig for rooftop units and domestic water heating; and a meter rig for emergency generator.

(3) Piping: Standard weight black steel with malleable iron fittings

M **Air Conditioning**
See Section J above

N **Ventilation**

Exhaust Systems

(1) All bathrooms within the Residential Units will be provided with dual technology bathroom exhaust fans automatically activated by occupancy sensor and humidity sensor. The toilet exhaust from the Residential Units will be connected to central exhaust fan located in fan room and exhausted directly outdoors. The pressure in the toilet exhaust duct system will be monitored and the central toilet exhaust fan speed automatically adjusted to maintain negative pressure in the exhaust duct.

(2) Clothes dryer unit within each Residential Units will be provided with lint filter and dryer booster exhaust fan. The dryer booster exhaust fan will be automatically activated via air pressure sensor mounted in exhaust duct when the dryer is running. The dryer exhausts from the Residential Units will be connected to central exhaust fan located in fan room and exhausted directly outdoors. The pressure in the dryer exhaust duct system will be monitored and the central dryer exhaust fan speed automatically adjusted to maintain negative pressure in the exhaust duct.

(3) Kitchen hood unit within each Residential Units will be provided with hood exhaust fan. The hood exhaust fan will be manually activated by the user. The kitchen hood exhausts from the Residential Units are connected to central exhaust fan located in fan room and exhausted directly outdoors. The pressure in the kitchen exhaust duct system will be monitored and the central kitchen exhaust fan speed automatically adjusted to maintain negative pressure in the exhaust duct.

(4) The cellar level garage will be provided with garage exhaust fan. The garage will be equipped with CO monitoring system. The CO sensors located within the garage will activate the garage exhaust fan.

(5) An exhaust system will also be provided for water closets in common areas and the Commercial Unit.

(6) Two 100% reversible axial fans will function as post-fire smoke purge fans and will be located on top of each stair bulkhead.

Ventilation Systems

(1) All hallway refuse rooms will be mechanically exhausted. An air register in each hallway refuse room will be connected to a duct riser passing through the residential levels. The riser will then be connected to a rooftop curb-mounted exhaust fan. Hallway refuse room exhausts will be discharged directly to the outdoors. Hallway refuse room exhaust will run at all times.

(2) Corridors and individual apartments will be mechanically ventilated via rooftop heating and air conditioning units. The dehumidified and tempered fresh air is supplied by R410A, packaged Unitary Gas/Electric Air Conditioning Units at the roof level. Two units supply air to the apartments and a third unit supplies air to the corridors. The specified rooftop units serving the apartments are AAON RN-007 and RN-008. The specified rooftop unit serving the corridors is AAON RN-011.

(3) Ventilation will also be provided for utility service rooms, boiler room, electric room, and other mechanical spaces.

(4) Mechanical cooling will be provided for compactor room and trash rooms and elevator machine rooms.

(5) Outdoor air ventilation is conditioned and provided via pool dehumidification system described in Section J(3) above.

O **Electrical Systems**

(1) Service from Con Edison: New electric service will be provided from Con Ed. The service will be 208Y/120, 3 phase, 4 wire. The service will be configured with two main service switches. (1) 1600 Amp service to power the residential units and (1) 2000 A service switch for base building load. A service tap will be made to the building's 800 A service switch for fire pump protective requirement.

a) Residential and Commercial Units will be sub-metered.

Residential Unit Panel Makeup

Residential Unit	Entrance
Unit Types A,B,C,D,E,F,G	3- phase, 4 wire, 125A
Units PH-A, PH-B, PH-C, PH-D, PH-E, PH-F	3- phase, 4 wire, 150A

(2) Adequacy of Electric Service:

a) Service: average number of circuits per residential unit and capacity to support modern appliances - such as air conditioners, microwaves, dishwashers, and dryers. Residential Unit service has been designed to accommodate appliances, air conditioners, lighting and miscellaneous household electrical requirements. The design service capacity meets code requirements.

b) Lighting and fixtures: Kitchens, bathrooms, some halls and foyers will have ceiling or wall mounted incandescent and fluorescent fixtures. The lighting shall meet the 2014 NYC Building Code and 2014 NYC Energy Conservation Code requirements.

c) Convenience outlets, appliance outlets: There will be one outlet per appliance and each room having an average of three convenience outlets except bathrooms and kitchens, which have at least one each.

i. All receptacles in dwelling units are provided with listed tamper-resistant type receptacles.
ii. Branch circuits supplying outlets in dwelling unit bedrooms, study rooms, hallways, closets or similar rooms or areas are provided and protected by a listed Arc-Fault Circuit Interrupter (AFCI)
iii. Each appliance outlet in the kitchens above counter and in all bathrooms, laundry outlets and other outlets located within 6 feet of wet sinks will be GFI type.

(3) Emergency Generator: There is an emergency natural gas fired generator rated at 125KW 120/208V 3P4W to provide electricity supply during outages. The generator is connected to the utility gas service and it will be operational for as long as the gas service is available. The generator power will serve the emergency and optional standby loads as described below.

Emergency loads:
Fire alarm system
Emergency lighting
Fire service access elevator

Optional Standby loads:
Domestic water booster pump
Sump pumps
Sewage ejector pump

P **Intercommunication and/or Door Signal Systems, CCTV:**

The Audio and Video Door Entry Systems to be provided is by Siedle with a Video Tenant Panel with Flush Mount Color Video Monitor and Handset. A video entry unit will be provided at the exterior of the building to enter into the vestibule, as well as at the concierge desk and will transmit audio and video to a monitor located near the entry door of the Residential Unit. The intercom will have a 24 month warranty commencing upon date of invoice from Seidle.

Q **Public Area Lighting:**
The Public Area Lighting in the lobby, corridor and outdoor recreation space is as follows:

Fixture Type	Manufacturer	Catalog #
Lobby Downlight	USAI	Bevel LED Mini Trimless
Corridor Linear Fixture	Klus Design	Kozel Extrusion with Acclaim Lighting Flex Pro Interior
Surface Utility	Alcon Lighting	11216-S
Outdoor Down Light	Hevi Lite	HL-374

The emergency lighting for the stair, corridor, and garage is as follows:

Motion Sensor Fluorescent in Stair	Cooper Lighting	STL-2
Exit Sign	Atlite	SW1

R **Garages and Parking Areas**
The cellar level includes 12 private garage spaces, and a maneuverable area for access to the garage and parking spaces accessed by the ramp as described above. Sizes are indicated in the plans. Common space in the cellar is a common element. One parking space in the common area will be ADA van-accessible. As described in the Offering Plan, the one van-accessible parking space shall be subject to a Parking Space Lease entered into between the Board of Managers of the Condominium and a Unit Owner providing for the Unit Owner's use of such Parking Space as provided in the By-Laws. In addition, if no person with physical disabilities resides in the unit as to which the Parking Space Lease is appurtenant, in order to comply with DOB 2008 Code BC1106.2.1 the Parking Space Lease and By-Laws contain provisions requiring that the parking space to be relinquished for use by a resident who is a person with physical disabilities at the end of the month following the month in which a request for use of the parking space is made as well as the obligations of the unit owner in which such requesting resident resides.

S Not Used

T Not Used

U **Permits and Certificates**
In connection with the initial construction and issuance of a final certificate of occupancy for the Building, the Sponsor must obtain signoff on its New Building application from the New York City Department of Buildings (NYC DOB), including but not limited to the NYC DOB's plumbing, electrical and elevator divisions for filings for general and structural construction, sprinkler and standpipe systems, plumbing, heating and mechanical systems, emergency generator, electrical systems and elevators. In addition to NYC DOB signoff, Fire Department of New York (FDNY) sign off is required for the smoke/heat detection and sprinkler fire alarm system.

On an on-going basis as part of regular building maintenance, tests and inspections to building systems are required by code, including but not limited to the following items:

- Fire Alarm: periodic inspections for FDNY records. A certified fire alarm contractor performs the inspection.
- Sprinkler Standpipe System: periodic testing is required for FDNY. A certified sprinkler contractor performs the inspection.
- Emergency Generator: periodic testing and a record log of testing is required to be kept at the building for FDNY inspection. A generator maintenance company performs the inspection.
- Elevator: periodic inspections and certifications are required. A certified elevator inspection agency performs the inspection.
- Local Law 11: periodic inspections of the building exterior are required. Refer to Section H(2) above.

V **Violations**

There are no violations outstanding as of the date of this report.

W **Unit Information**

Facilities Summary

A Residential lobby will be provided on the first floor. The balance of the first floor will house Commercial Units A, B, C and D (Use Group 6). 7 Residential Units will be provided on the second floor. 3 of these residential have private outdoor terraces as indicated above. Outdoor Open Recreation Space is also located on the second floor as indicated above. 8 Residential Units will be provided per floor on the third through the fifth floors. 6 Residential Units will be provided on the sixth through the ninth floor. 3 Residential Units will be provided on the tenth floor. Each will have private outdoor terrace space as indicated above. 1 duplex Residential Unit will be provided spanning the eleventh and twelfth floor. There will be 1 residential Unit on the eleventh and 1 Residential Unit on the twelfth floor in addition the duplex residential unit. Each will have private outdoor terrace space on each floor as indicated above. The cellar will contain spaces accessory to the residential use as well as support, mechanical, garage, and storage spaces. Balconies, terraces and common Open Recreation Space are described above. Fully equipped kitchens and bathrooms will be provided in each Residential Unit. The kitchens/kitchenettes will include gas and electric oven/range units with a ducted hood, refrigerator/freezers, dishwashers, and sinks. Kitchen cabinets will be wood veneer finished millwork. Counters and backsplashes will be stone as indicated in Section X below. Master Bathrooms will be equipped with a large separate stall shower, a wide vanity-mounted sink, and a toilet. Some Residential Units will have exterior space in the form of private roof terraces as indicated above.

Building services will include high-efficiency rooftop mounted condensers for heating and cooling Variable Refrigerant Volume heat pumps in the Residential Units. Each Residential Unit will be provided with a VRV Heat Pump or Pump(s), connected to the VRV condenser system, which will provide heating and cooling via a forced air system. Penthouse Residential Units will also have hotwater recessed trench heating in the larger rooms with floor to ceiling glass. High-speed data connectivity will be accommodated throughout the building. Telecommunication network interfaces occur in each Residential Unit.

Building Public Spaces:

The building lobby will be entered on the first floor from Bleecker Street. The lobby will have stone tile floors, with a walk-off mat in the vestibule, stone walls, suede accent walls, and painted

gypsum wall board walls and ceilings, glass entry doors. Mailboxes will be provided in the lobby. A concierge desk and package room will face the vestibule. A rated wall will separate the lobby from the adjacent Commercial Units.

Corridors on each upper level will give access to the Residential Units, the fire stairs, the refuse disposal room, and the elevators. These will have a carpeted floor, wallpaper, and gypsum wall board ceilings. Emergency lighting will be provided throughout all the public areas to allow for safe egress in accordance with and exceeding applicable codes.

The cellar level will house the Superintendent's Workroom, Staff Locker Room and Toilet, Storage Room housing the Storage Units, Bicycle Storage Room, Exercise Room, Swimming Pool, Garage, as well as mechanical and equipment spaces listed in Section G above.

Acoustic Separation

Acoustic separation between Residential Unit floors is achieved through a sound attenuation underlayment between the finish floor and the concrete slab. Prospective purchasers should be aware of potential noise that may be carried between units through common shafts for ventilation in various rooms or resulting from alterations of other Units. No representation is made that the acoustic separation between residential floors will prevent or sound-proof against noise traveling from one Unit to another Unit. See wood floor assembly below.

Televisions, audio speakers and other noise generating equipment must not be hung on demising walls separating Residential Units as this could transmit noise from one Residential Unit to the next.

Method of Floor Areas Measurement

See the Schedule A and Chart on page D-31 for Floor Area.

The approximate indoor floor area of each Residential Unit has been measured horizontally from the exterior side of the Building Walls enclosing the Unit (but not beyond the property line), or from the midpoint of the interior Demising Walls separating the Unit from another Unit, or from the public side or mechanical space side of the interior Demising Walls separating the Unit from a public corridor or stair, or from mechanical equipment spaces or any other Common Element, or the Residential Unit side of an elevator shaft wall. Columns, pipes and chases, mechanical shafts (whether along the perimeter or within the Unit) are not deducted from the square foot area of the Unit. The floor area occupied by any Common Elements bordering or within a Unit (such as the Building Walls, public corridor walls, public stair walls, elevator shaft walls, vents, chase walls, conduits, ducts or pipes) have been included in the computation of the floor area of the Unit, but such Common Elements are not part of the Unit. The floor area of each Storage Unit has been measured horizontally from the outside of the surface enclosing the Unit to the centerline of the enclosure between 2 Units.

The height of each Residential Unit consists of the space measured vertically from the top of the concrete slab or deck comprising the Base Floor (located under the finished flooring and sub-flooring materials) to the underside of the upper concrete slab of the floor or roof above, comprising the Base Ceiling (located above the paint, skim coat or other ceiling finish material). Ceiling heights do not reflect dropped ceilings, coves in certain areas. The height of each Storage Unit consists of the volume of space measured vertically from the outside of the surface enclosing the Unit, or to the centerline of the enclosure between 2 units.

Residential Unit Areas and Room Counts *In Square feet*

Floor	*Unit*	*Total Rooms*	*Bedrooms*	*Living / Dining Rms*	*Bathrooms*	*Terrace (sf)*	*Interior (sf)*	*Total Unit (sf)*
2	2A	3	2	1	2.5	81	1,506	1,587
	2B	4	3	1	3.5		1,941	1,941
	2C	3	2	1	2		1,093	1,093
	2D	3	2	1	2.5		1,220	1,220
	2E	2	1	1	1		695	695
	2F	3	2	1	2.5	85	1,525	1,610
	2G	3	2	1	2	64	1,232	1,296
					subtotals	**230**	**9,212**	9,442
3	3A	3	2	1	2.5		1,506	1,506
	3B	4	3	1	3.5		1,941	1,941
	3C	3	2	1	2		1,093	1,093
	3D	3	2	1	2.5		1,220	1,220
	3E	2	1	1	1		695	695
	3F	3	2	1	2.5		1,484	1,484
	3G	2	1	1	1		652	652
	3H	2	1	1	1		743	743
					subtotals	**0**	**9,334**	9,334
4	4A	3	2	1	2.5		1,506	1,506
	4B	4	3	1	3.5		1,941	1,941
	4C	3	2	1	2		1,093	1,093
	4D	3	2	1	2.5		1,220	1,220
	4E	2	1	1	1		695	695
	4F	3	2	1	2.5		1,484	1,484
	4G	2	1	1	1		652	652
	4H	2	1	1	1		743	743
					subtotals	**0**	**9,334**	9,334

Floor	*Unit*	*Total Rooms*	*Bedrooms*	*Living / Dining Rms*	*Bathrooms*	*Terrace (sf)*	*Interior (sf)*	*Total Unit (sf)*
5	5A	3	2	1	2.5		1,506	1,506
	5B	4	3	1	3.5		1,941	1,941
	5C	3	2	1	2		1,093	1,093
	5D	3	2	1	2.5		1,220	1,220
	5E	2	1	1	1		695	695
	5F	3	2	1	2.5		1,484	1,484
	5G	2	1	1	1		652	652
	5H	2	1	1	1		743	743
					subtotals	**0**	**9,334**	9,334
6	6A	3	2	1	2.5		1,506	1,506
	6B	4	3	1	3.5		1,941	1,941
	6C	3	2	1	2		1,093	1,093
	6D	4	3	1	3		1,634	1,634
	6E	4	3	1	3.5		1,872	1,872
	6F	3	2	1	2.5		1,324	1,324
					subtotals	**0**	**9,370**	9,370
7	7A	3	2	1	2.5		1,506	1,506
	7B	4	3	1	3.5		1,941	1,941
	7C	3	2	1	2		1,093	1,093
	7D	4	3	1	3		1,634	1,634
	7E	4	3	1	3.5		1,872	1,872
	7F	3	2	1	2.5		1,324	1,324
					subtotals	**0**	**9,370**	9,370

Floor	*Unit*	*Total Rooms*	*Bedrooms*	*Living / Dining Rms*	*Bathrooms*	*Terrace (sf)*	*Interior (sf)*	*Total Unit (sf)*
8	8A	3	2	1	2.5		1,506	1,506
	8B	4	3	1	3.5		1,941	1,941
	8C	3	2	1	2		1,093	1,093
	8D	4	3	1	3		1,634	1,634
	8E	4	3	1	3.5		1,872	1,872
	8F	3	2	1	2.5		1,324	1,324
					subtotals	**0**	**9,370**	9,370
9	9A	3	2	1	2.5		1,506	1,506
	9B	4	3	1	3.5		1,941	1,941
	9C	3	2	1	2		1,093	1,093
	9D	4	3	1	3		1,634	1,634
	9E	4	3	1	3.5		1,872	1,872
	9F	3	2	1	2.5		1,324	1,324
					subtotals	**0**	**9,370**	9,370
10	PH A	5	4	1	4.5	896	2,936	3,832
	PH B	3	2	1	2.5	792	1,885	2,677
	PH C	5	4	1	4.5	234	2,855	3,089
					subtotals	**1,922**	**7,676**	9,598
11	PH E	5	4	1	4.5	830	3,528	4,358
					subtotals	**830**	**3,528**	4,358
12	PH F	4	3	1	3.5	1,016	2,654	3,670
					subtotals	**1,016**	**2,654**	3,670
11 / 12	PH D	7	5	2	5.5	1,755	4,094	5,849
					subtotals	**1,755**	**4,094**	5,849
					TOTAL	**5,753**	**92,646**	98,399

Criteria for Room Count
Each bedroom and living / dining room is counted as one room. A kitchen or kitchenette is not counted as a room. A bathroom with a shower or tub is counted as 1 bathroom and is counted as a half bathroom if it contains neither a shower nor a tub.

Wood Floor Assembly
Wood flooring will be 1/2" prefinished engineered oak. The wood floor will be glued over a 3/8 thick roll out rubberized underlayment.

Home Office and Storage Room
A "home office" or a "storage room" cannot be used as a bedroom, living room or other habitable space under the Building Code of the City of New York.

Square Footage
All square footage is approximate within reasonable tolerances and will exceed the usable floor area. (see "Method of Floor Areas Measurement" above).

Residential Unit Finish Schedule
The following schedule shows the planned typical finishes for the Residential Units:

Room	Floor	Base or other	Walls	Ceilings
Main Living spaces, Bedrooms, Hallways	Prefinished engineered oak flooring	Painted Wood	Painted GWB / Window	Painted GWB/painted skim-coat on slab
Kitchen	Prefinished engineered oak flooring	Wood Veneer Cabinetry, Marble Countertop	Marble Backsplash	Painted GWB
Master Bathroom	Marble Tile	Marble	Marble / Wood Veneer Panel	Painted GWB
Powder Bathroom	Marble Tile	Marble	Marble / Wood Veneer Panel / Painted GWB	Painted GWB
Secondary Bathrooms	Marble Tile	Marble	Marble / Wood Veneer Panel	Painted GWB

Finished floor thickness of approximately 1 1/2" above top of slab. All areas indicated as paint will be latex light colored finish paint.

Where materials, appliances, equipment, fixtures and other construction and design details are specified in this report, the Sponsor has reserved the right to substitute in their place similar materials, appliances, equipment and/or fixtures of substantially equal in quality and design. All tile will be ceramic unless specified to be stone

Residential Unit Appliance / Fixture Schedule
The following schedule shows the planned appliances for the Residential Units:

Units 2-9B; Units 6-9D; Units 2-9A; Units 6-9E; Units 2-5F; Units 6-9F

Room	*Appliance*	*Manufacturer and Model**	
Kitchen	Refrigerator	Miele	KF1903
	Undercounter Wine Refrigerator	Subzero	UW-24/O
	Rangetop	Miele	KMR1134
	Hood	Miele	Hood Liner
	Oven	Miele	H6780BP
	Speed Oven	Miele	H6700BM
	Dishwasher	Miele	G6565
	In-Sink Disposal	Insinkerator	Evolution Excel
Laundry Closet	Washer	LG	WM4070HVA
	Dryer	LG	DLGX4071V

* or substantially equal in quality and design

Units 2-5D

Room	*Appliance*	*Manufacturer and Model**	
Kitchen	Refrigerator	Miele	KF1903
	Undercounter Wine Refrigerator	U-Line	U2218WC
	Rangetop	Miele	KMR1134
	Hood	Miele	Hood Liner
	Oven	Miele	H6780BP
	Speed Oven	Miele	H6700BM
	Dishwasher	Miele	G6565
	In-Sink Disposal	Insinkerator	Evolution Excel
Laundry Closet	Washer	LG	WM4070HVA
	Dryer	LG	DLGX4071V

* or substantially equal in quality and design

Units 2-9C

Room	*Appliance*	*Manufacturer and Model**	
Kitchen	Refrigerator	Miele	KF1803Vi
	Undercounter Wine Refrigerator	U-Line	U1215WC
	Rangetop	Miele	KMR1124
	Hood	Miele	Hood Liner
	Oven	Miele	H6780BP
	Speed Oven	Miele	H6700BM
	Dishwasher	Miele	G6565
	In-Sink Disposal	Insinkerator	Evolution Excel
Laundry Closet	Washer	LG	WM4070HVA
	Dryer	LG	DLGX4071V

* or substantially equal in quality and design

Unit 2G; Units 3-5H

Room	*Appliance*	*Manufacturer and Model**	
Kitchen	Refrigerator	Miele	KF1803Vi
	Undercounter Wine Refrigerator	U-Line	U1215WC
	Cooktop	Miele	KM360
	Hood	Miele	Hood Liner
	Oven	Miele	H6560BP
	Speed Oven	Miele	H6700BM
	Dishwasher	Miele	G4760
	In-Sink Disposal	Insinkerator	Evolution Excel
Laundry Closet	Washer	LG	WM4070HVA
	Dryer	LG	DLGX4071V

* or substantially equal in quality and design

Units 2-5E; Units 3-5G

Room	*Appliance*	*Manufacturer and Model**	
Kitchen	Refrigerator	Subzero	IC-24CI
	Undercounter Wine Refrigerator	U-Line	U1215WC
	Cooktop	Miele	KM360
	Hood	Miele	Hood Liner
	Oven	Miele	H6560BP
	Speed Oven	Miele	H6700BM
	Dishwasher	Miele	G4760
	In-Sink Disposal	Insinkerator	Evolution Excel
Laundry Closet	Washer	LG	WM4070HVA
	Dryer	LG	DLGX4071V

* or substantially equal in quality and design

Penthouse A

Room	*Appliance*	*Manufacturer and Model**	
Kitchen	Refrigerator	Miele	K1803
	Undercounter Freezer	Subzero	ID-24FI
	Wine Refrigerator	Subzero	IW18
	Rangetop	Miele	KMR1355
	Hood	Miele	Hood Liner
	Oven	Miele	H6780BP
	Steam Oven	Miele	DGC6705XL
	Speed Oven	Miele	H6700BM
	Dishwasher	Miele	G6565
	Coffee Machine	Miele	CVA6800
	In-Sink Disposal	Insinkerator	Evolution Excel
Laundry Closet	Washer	LG	WM4070HVA
	Dryer	LG	DLGX4071V

* or substantially equal in quality and design

Penthouse B

Room	*Appliance*	*Manufacturer and Model**	
Kitchen	Refrigerator	Miele	KF1903
	Undercoutner Wine Refrigerator	Subzero	UW-24/O
	Rangetop	Miele	KMR1134
	Hood	Miele	Hood Liner
	Oven	Miele	H6780BP
	Steam Oven	Miele	DGC6705XL
	Speed Oven	Miele	H6700BM
	Dishwasher	Miele	G6565
	Coffee Machine	Miele	CVA6800
	In-Sink Disposal	Insinkerator	Evolution Excel
Laundry Closet	Washer	LG	WM4070HVA
	Dryer	LG	DLGX4071V

* or substantially equal in quality and design

Penthouse C

Room	*Appliance*	*Manufacturer and Model**	
Kitchen	Refrigerator	Miele	K1803
	Freezer	Miele	F1413VI
	Wine Refrigerator	Subzero	IW18
	Rangetop	Miele	KMR1355
	Hood	Miele	Hood Liner
	Oven	Miele	H6780BP
	Steam Oven	Miele	DGC6705XL
	Speed Oven	Miele	H6700BM
	Dishwasher	Miele	G6565
	Coffee Machine	Miele	CVA6800
	In-Sink Disposal	Insinkerator	Evolution Excel
Laundry Closet	Washer	LG	WM4070HVA
	Dryer	LG	DLGX4071V

* or substantially equal in quality and design

Penthouse D

Room	*Appliance*	*Manufacturer and Model**	
Kitchen	Refrigerator	Miele	K1803
	Freezer	Subzero	ID-24FI
	Wine Refrigerator	Miele	KWT1613
	Undercounter wine refrigerator	Subzero	UW-24/O
	Rangetop	Miele	KMR1355
	Hood	Miele	Hood Liner
	Oven	Miele	H6780BP
	Steam Oven	Miele	DGC6705XL
	Speed Oven	Miele	H6700BM
	Dishwasher	Miele	G6565
	Coffee Machine	Miele	CVA6800
	In-Sink Disposal	Insinkerator	Evolution Excel
Laundry Closet	Washer	LG	WM4070HVA
	Dryer	LG	DLGX4071V

* or substantially equal in quality and design

Penthouse E

Room	*Appliance*	*Manufacturer and Model**	
Kitchen	Refrigerator	Miele	K1803
	Freezer	Miele	F1413VI
	Wine Refrigerator	Subzero	IW18
	Rangetop	Miele	KMR1134
	Hood	Miele	Hood Liner
	Oven	Miele	H6780BP
	Steam Oven	Miele	DGC6705XL
	Speed Oven	Miele	H6700BM
	Dishwasher	Miele	G6565
	Coffee Machine	Miele	CVA6800
	In-Sink Disposal	Insinkerator	Evolution Excel
Laundry Closet	Washer	LG	WM4070HVA
	Dryer	LG	DLGX4071V

* or substantially equal in quality and design

Penthouse F

Room	*Appliance*	*Manufacturer and Model**	
Kitchen	Refrigerator	Miele	K1803
	Undercounter Freezer	Subzero	ID-24FI
	Wine Refrigerator	Subzero	IW18
	Rangetop	Miele	KMR1355
	Hood	Miele	Hood Liner
	Oven	Miele	H6780BP
	Steam Oven	Miele	DGC6705XL
	Speed Oven	Miele	H6700BM
	Dishwasher	Miele	G6565
	Coffee Machine	Miele	CVA6800
	In-Sink Disposal	Insinkerator	Evolution Excel
Laundry Closet	Washer	LG	WM4070HVA
	Dryer	LG	DLGX4071V

* or substantially equal in quality and design

Where materials, appliances, equipment, fixtures and other construction and design details are specified in this report, the Sponsor has reserved the right to substitute in their place similar materials, appliances, equipment and/or fixtures substantially equal in quality and design.

The following schedule shows the planned typical plumbing fixtures for the Residential Units:

Room	Fixture	Manufacturer and Make*
Master Bath	Sink	Kohler, K-2214
	Toilet	Duravit, 2530090092
	Shower and Tub Fittings	Lefroy Brooks, 2010 Kafka Series
	Tub	The Bath Works, Bateau bath (penthouses) Signature Plumbing BT2003AC5
Secondary Bathrooms	Sink	Kohler, K-2214
	Toilet	Duravit, 2530090092
	Shower and Tub Fittings	Lefroy Brooks, 2010 Kafka Series
	Tub	Signature Plumbing BT2001AC5
Powder Bathrooms	Sink	Kohler, K-2214
	Toilet	Duravit, 2530090092
	Basin Faucet	Lefroy Brooks, 2010 Kafka Series
Kitchen	Sink	Franke, UDTS30/10
	Faucet	Lefroy Brooks, K1-3601

* or substantially equal in quality and design

Where materials, appliances, equipment, fixtures and other construction and design details are specified in this report, the Sponsor has reserved the right to substitute in their place similar materials, appliances, equipment and/or fixtures of no less equal in quality and design.

X **Finish Schedule of Spaces Other than Residential Units**

The following schedule shows the planned typical finishes for spaces other than the Residential Units:

Room	Floor	Base	Walls	Ceilings
Lobby	Stone, Terrazzo	Painted Wood	Stone Panels, Suede Panels, Painted GWB	Painted GWB
Pool Area	Tile, Terrazzo	Terrazzo	Stone Panels, Paint	Acoustic Fabric
Exercise Room	VCT (Vinyl Composition Tile)	Vinyl Base	Painted GWB	Painted GWB
Apartment level Corridors	Carpet	Wood	Wallpaper	Painted GWB
Refuse Disposal Rooms	Ceramic Tile	Ceramic Tile	Ceramic Tile	Painted GWB
Mechanical Spaces	Painted Concrete	--	Painted Concrete Block, Painted GWB	Exposed structure, Panted GWB
Super's Office, Storage Room, Bicycle Storage Room	Painted Concrete	--	Painted Concrete Block, Painted GWB	Exposed structure
Garage	Traffic Coating	--	Painted Concrete Block	Spray-on Insulation
Staff Toilet	Tile	--	Painted Concrete Block, Painted GWB	Exposed structure

Finished floor thickness of approximately 2" above top of slab or less.

All areas indicated as paint will be latex light colored finish paint.

Where materials, appliances, equipment, fixtures and other construction and design details are specified in this report, the Sponsor has reserved the right to substitute in their place similar materials, appliances, equipment and/or fixtures of no less equal in quality and design. All dimensions and areas are approximate.

Y **Smoke Detectors/CO detectors**

Combination area smoke /carbon monoxide detectors will be provided within each bedroom and within15 feet of entry to all bedrooms as required by NYC Building Code. The smoke/carbon monoxide detectors that will be provided for this property are Model No. SC9120B manufactured by BRK Brands, Inc. This model complies with UL217. The combination smoke/co alarm is 120V AC/DC, 60 Hz Wire-in with 9V Battery Back-up. They will be installed as per the manufacturers' requirements.

Z **Drawings**

Building plans, roof plans elevations, and individual unit plans are attached.

AA Not Used

BB **Excess Development Rights**
The zoning lot is merged and will contain 2 buildings: 298 Mulberry Street (not part of the condominium except for easements) and 40 Bleecker Street (the condominium). Excess development rights exist on the merged zoning lot. The retaining of the excess development rights by 298 Mulberry Street are described in the offering plan.

CC **Asbestos and Lead Paint**
No asbestos will be used in the building. No lead based paint will be used in the building.

DD **Corrosive Drywall Material**
No drywall material containing "sulfide" are scheduled to be incorporated into the building.

EE **Documents for Condominium Management**
The following documents shall be transmitted to the Condominium Management by the sponsor at the time of completion:
-Conformed Drawings: Architectural, Structural, MEPF, Interior Design, Landscape
-Shop drawings of major systems
-Operation & Maintenance manuals for all equipment
-Electronic systems manual
-Equipment warranties
-Manufacturer's roof warranty
-Major equipment start-up sheets & control system as-built
-Original test & balance report for HVAC systems

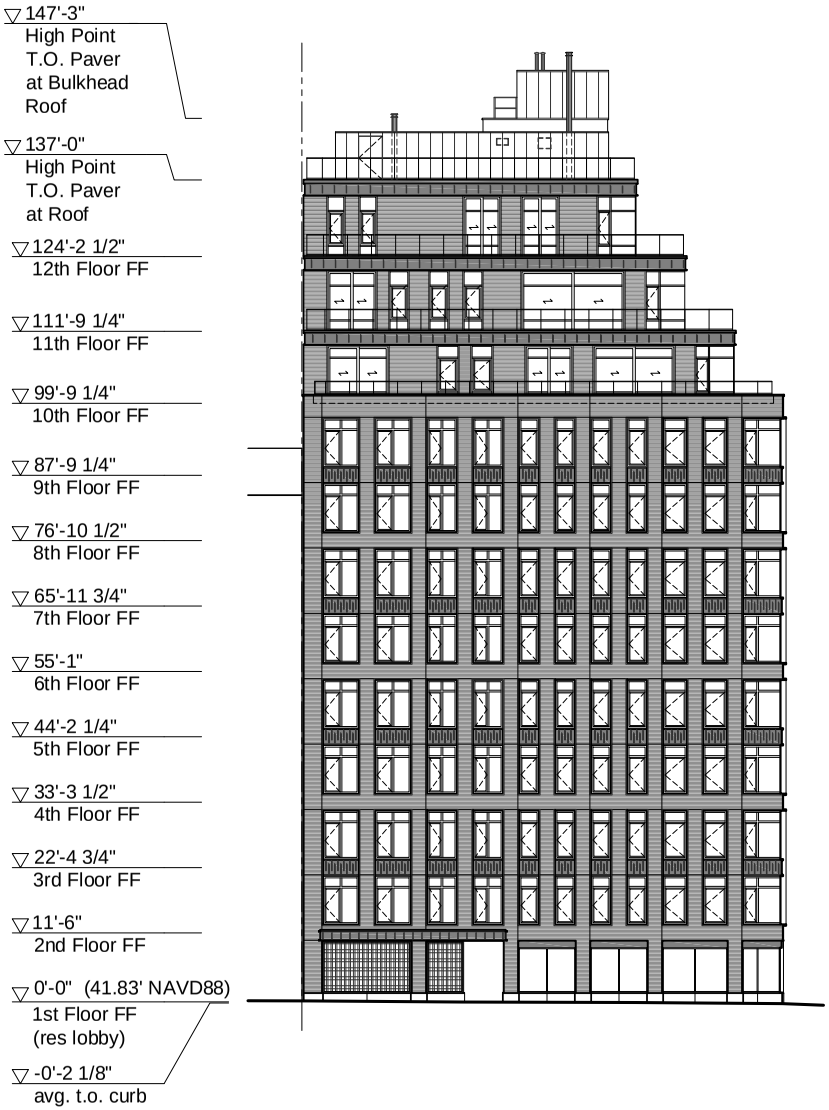


Edgar L. Rawlings IV, RA

[This page intentionally left blank]

FLOOR PLANS

[This page intentionally left blank]



40 Bleecker Street **North Elevation**

0 5' 10' 20' 06Feb17

The dimensions on this drawing are approximate within reasonable tolerances and based on construction drawings. The building when built will be subject to normal construction variances and tolerances. A minor or immaterial inaccuracy in the actual size of the building when built from that shown on this drawing shall not excuse the purchaser from completing the purchase of a unit without abatement in price or recourse against sponsor. Sponsor reserves the right to make changes in accordance with the offering plan.

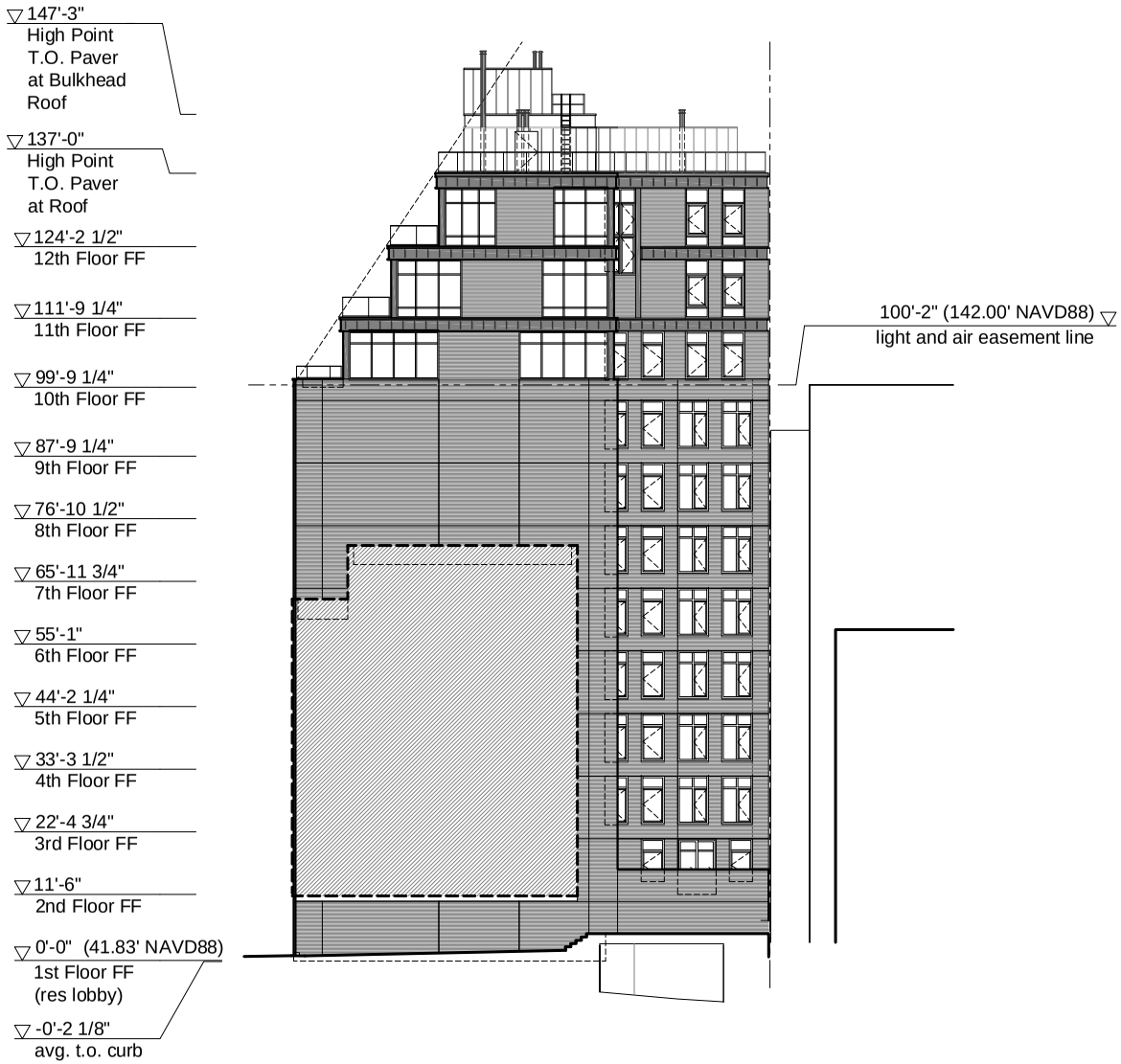


40 Bleecker Street

West Elevation

0 5' 10' 20' 06Feb17

The dimensions on this drawing are approximate within reasonable tolerances and based on construction drawings. The building when built will be subject to normal construction variances and tolerances. A minor or immaterial inaccuracy in the actual size of the building when built from that shown on this drawing shall not excuse the purchaser from completing the purchase of a unit without abatement in price or recourse against sponsor. Sponsor reserves the right to make changes in accordance with the offering plan.



40 Bleecker Street **South Elevation**

0 5' 10' 20' 06Feb17

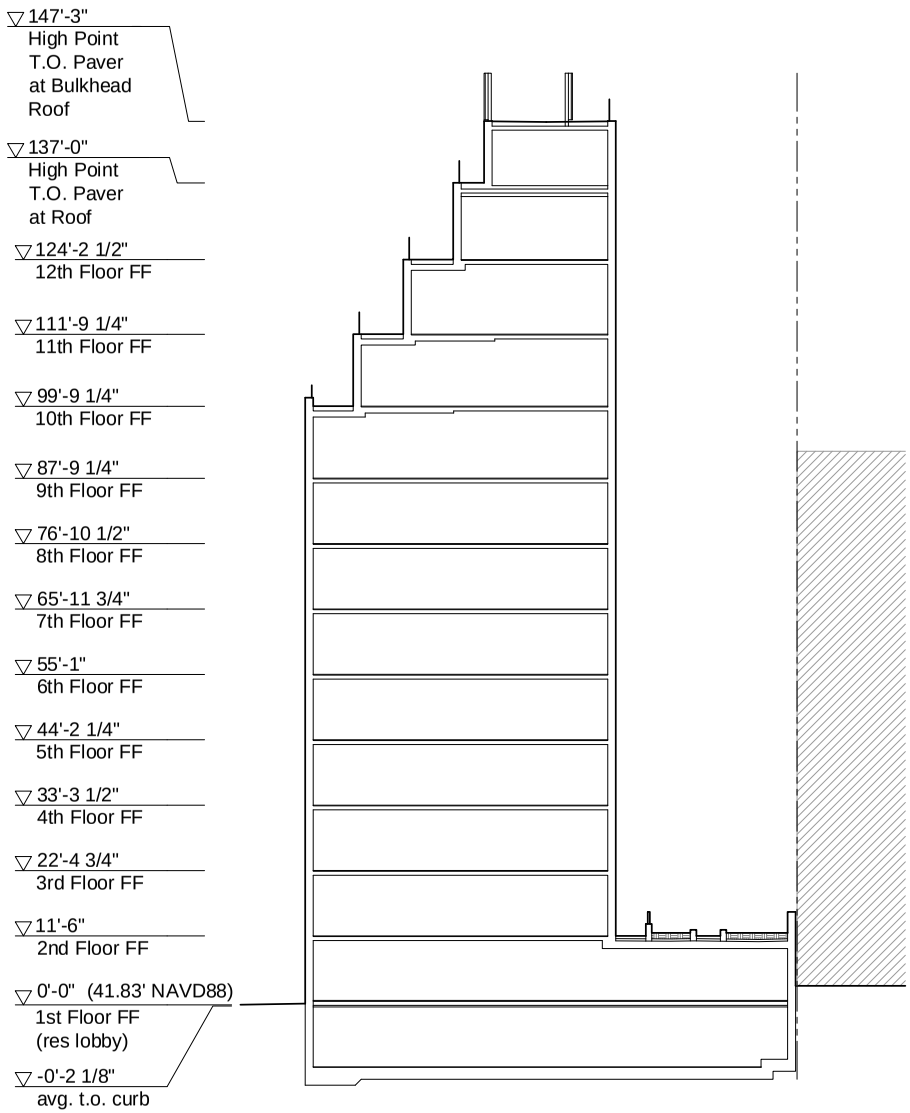
The dimensions on this drawing are approximate within reasonable tolerances and based on construction drawings. The building when built will be subject to normal construction variances and tolerances. A minor or immaterial inaccuracy in the actual size of the building when built from that shown on this drawing shall not excuse the purchaser from completing the purchase of a unit without abatement in price or recourse against sponsor. Sponsor reserves the right to make changes in accordance with the offering plan.



40 Bleecker Street **East Elevation**

0 5' 10' 20' 06Feb17

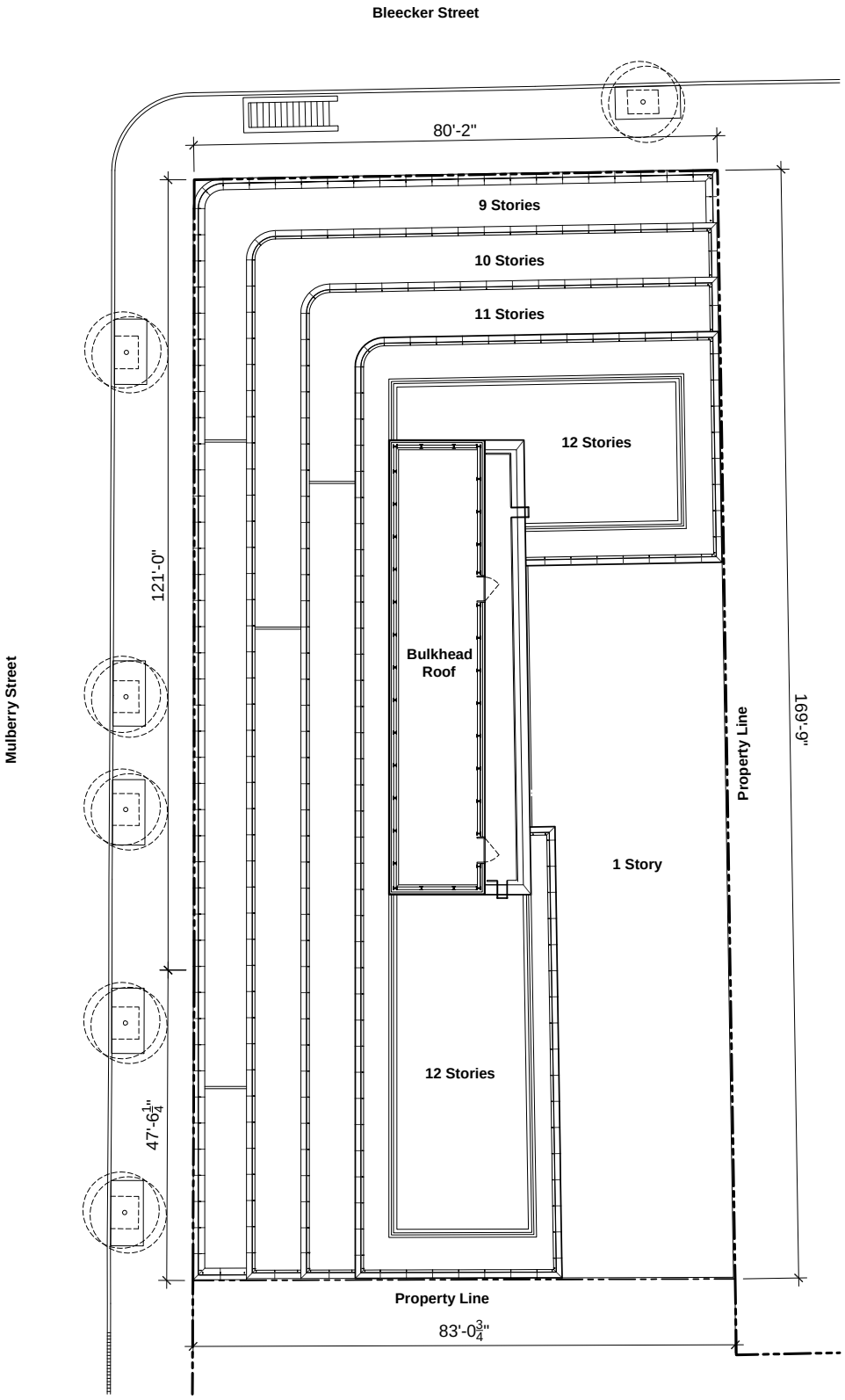
The dimensions on this drawing are approximate within reasonable tolerances and based on construction drawings. The building when built will be subject to normal construction variances and tolerances. A minor or immaterial inaccuracy in the actual size of the building when built from that shown on this drawing shall not excuse the purchaser from completing the purchase of a unit without abatement in price or recourse against sponsor. Sponsor reserves the right to make changes in accordance with the offering plan.



40 Bleecker Street **Building Section**

0 5' 10' 20' 06Feb17

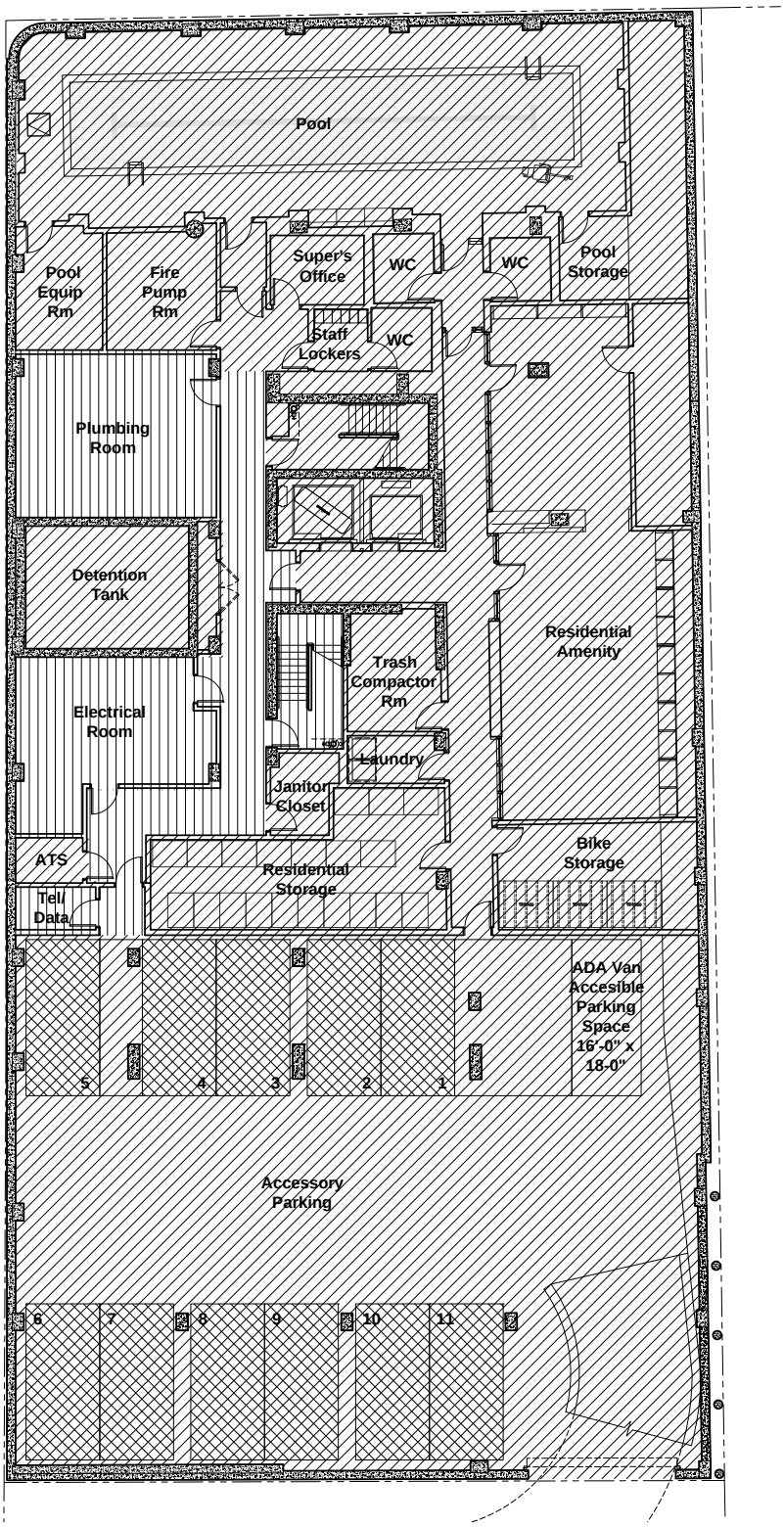
The dimensions on this drawing are approximate within reasonable tolerances and based on construction drawings. The building when built will be subject to normal construction variances and tolerances. A minor or immaterial inaccuracy in the actual size of the building when built from that shown on this drawing shall not excuse the purchaser from completing the purchase of a unit without abatement in price or recourse against sponsor. Sponsor reserves the right to make changes in accordance with the offering plan.



40 Bleecker Street **Site Plan**

0 5' 10' 20' N 06Feb17

The dimensions on this drawing are approximate within reasonable tolerances and based on construction drawings. The building when built will be subject to normal construction variances and tolerances. A minor or immaterial inaccuracy in the actual size of the building when built from that shown on this drawing shall not excuse the purchaser from completing the purchase of a unit without abatement in price or recourse against sponsor. Sponsor reserves the right to make changes in accordance with the offering plan.



General Common Elements

Garage Parking Space Unit

Residential Common Elements

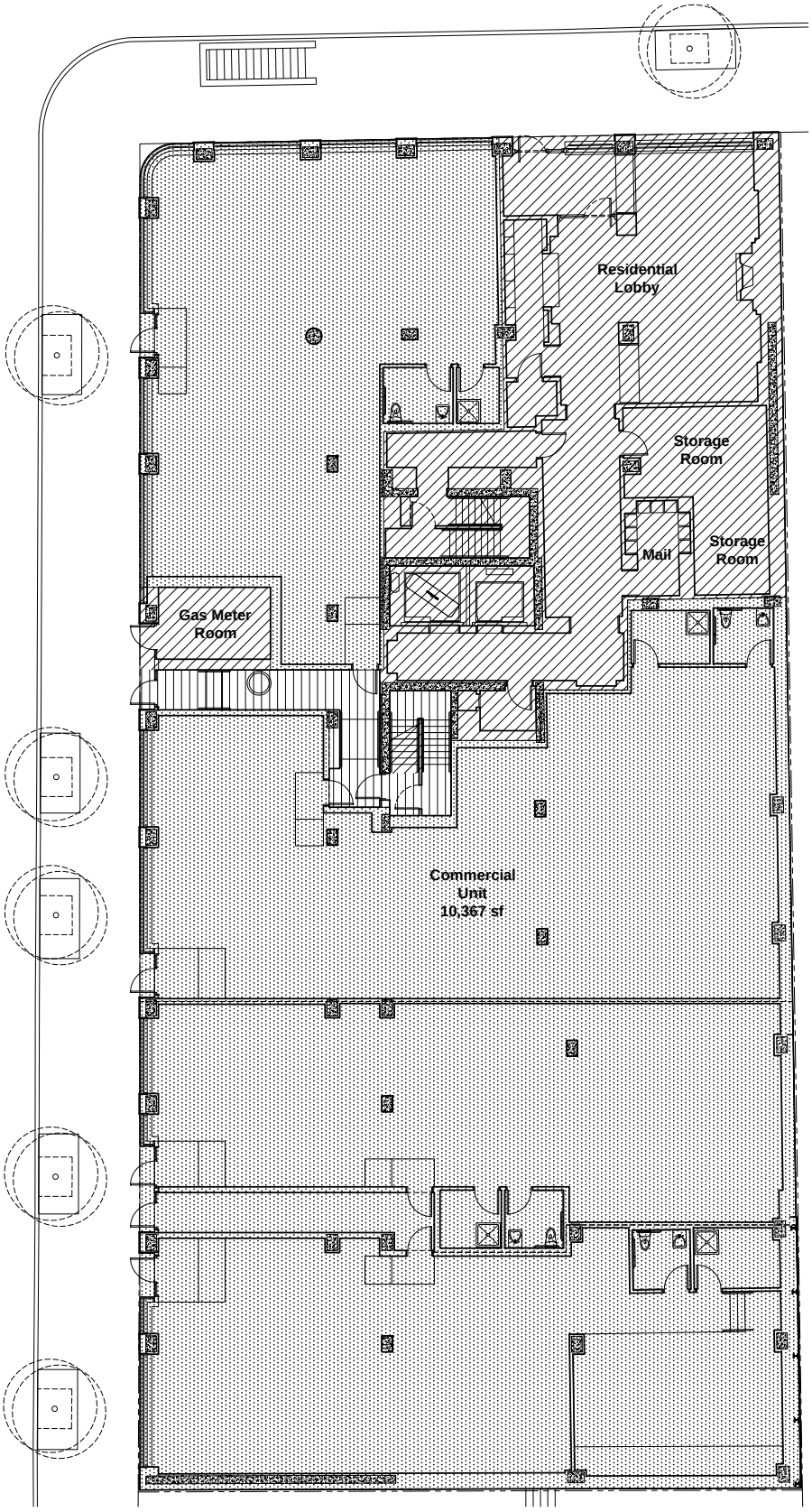
Residential Units

40 Bleecker Street

Cellar Floor

0 5' 10' 20' N 06Feb17

The dimensions on this drawing are approximate within reasonable tolerances and based on construction drawings. The building when built will be subject to normal construction variances and tolerances. A minor or immaterial inaccuracy in the actual size of the building when built from that shown on this drawing shall not excuse the purchaser from completing the purchase of a unit without abatement in price or recourse against sponsor. Sponsor reserves the right to make changes in accordance with the offering plan.



General Common Elements

Commercial Unit

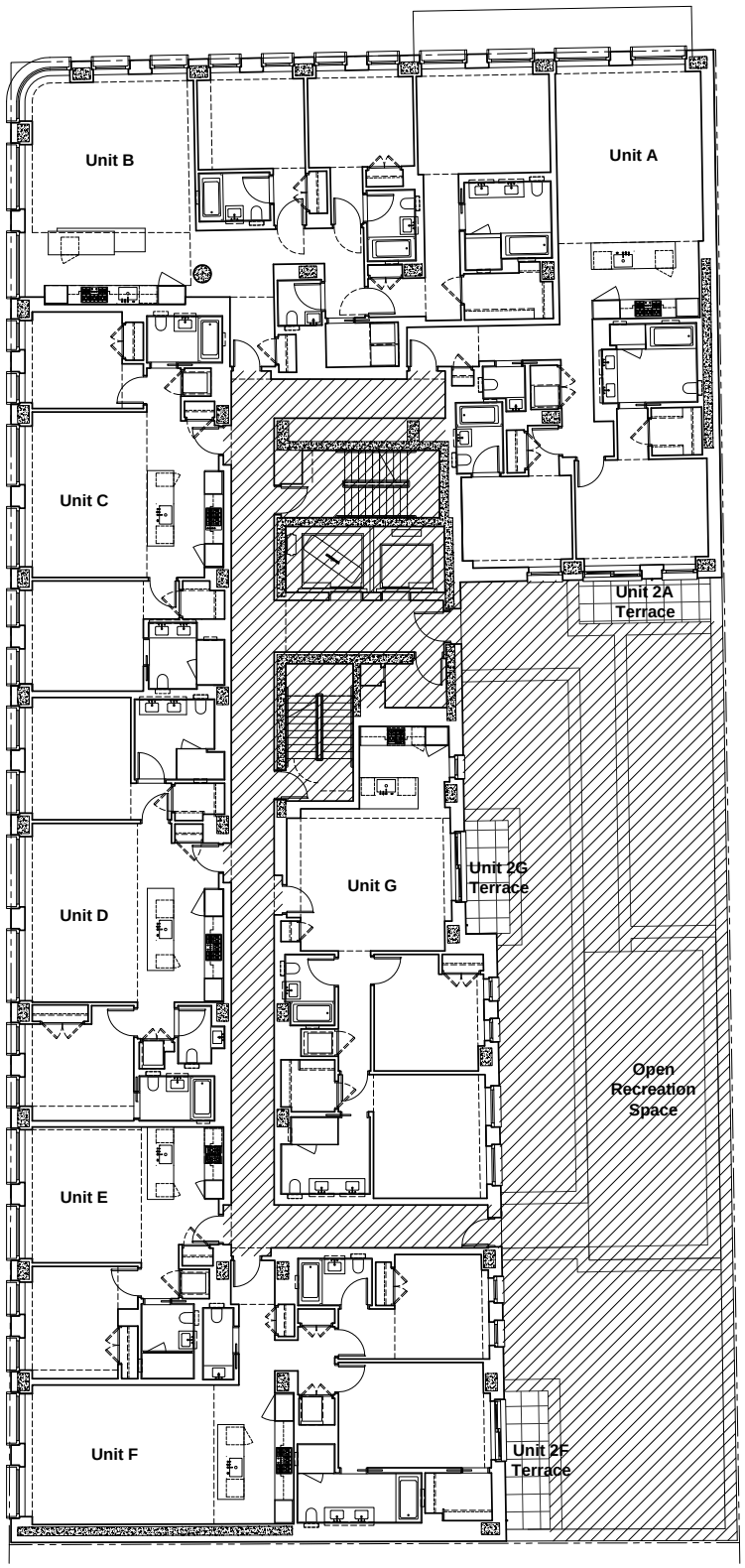
Residential Common Elements

Residential Units

40 Bleecker Street **Floor 1**

0 5' 10' 20' N 06Feb17

The dimensions on this drawing are approximate within reasonable tolerances and based on construction drawings. The building when built will be subject to normal construction variances and tolerances. A minor or immaterial inaccuracy in the actual size of the building when built from that shown on this drawing shall not excuse the purchaser from completing the purchase of a unit without abatement in price or recourse against sponsor. Sponsor reserves the right to make changes in accordance with the offering plan.



Residential Limited Common Elements

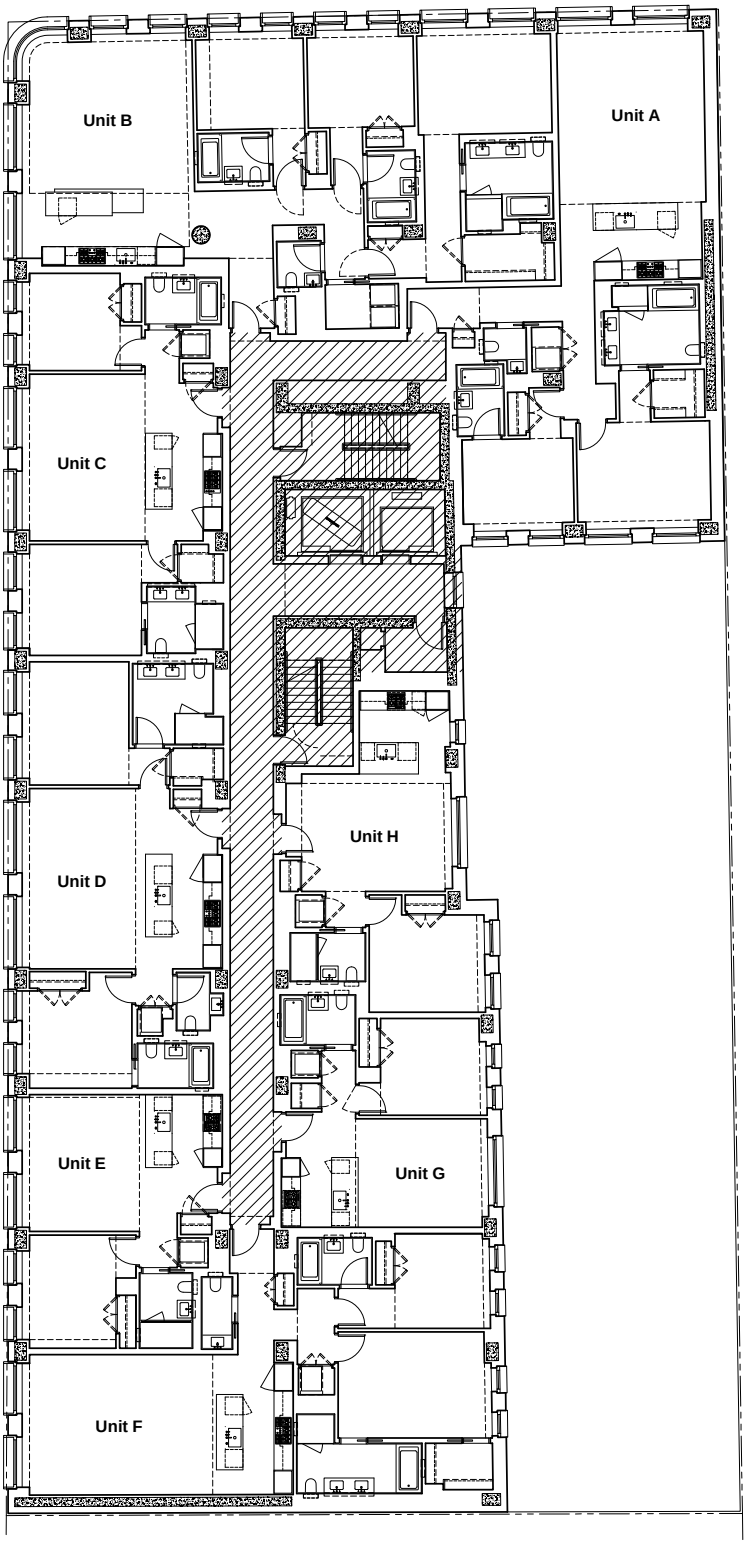
Residential Common Elements

Residential Units

40 Bleecker Street **Floor 2**

0 5' 10' 20' N 06Feb17

The dimensions on this drawing are approximate within reasonable tolerances and based on construction drawings. The building when built will be subject to normal construction variances and tolerances. A minor or immaterial inaccuracy in the actual size of the building when built from that shown on this drawing shall not excuse the purchaser from completing the purchase of a unit without abatement in price or recourse against sponsor. Sponsor reserves the right to make changes in accordance with the offering plan.



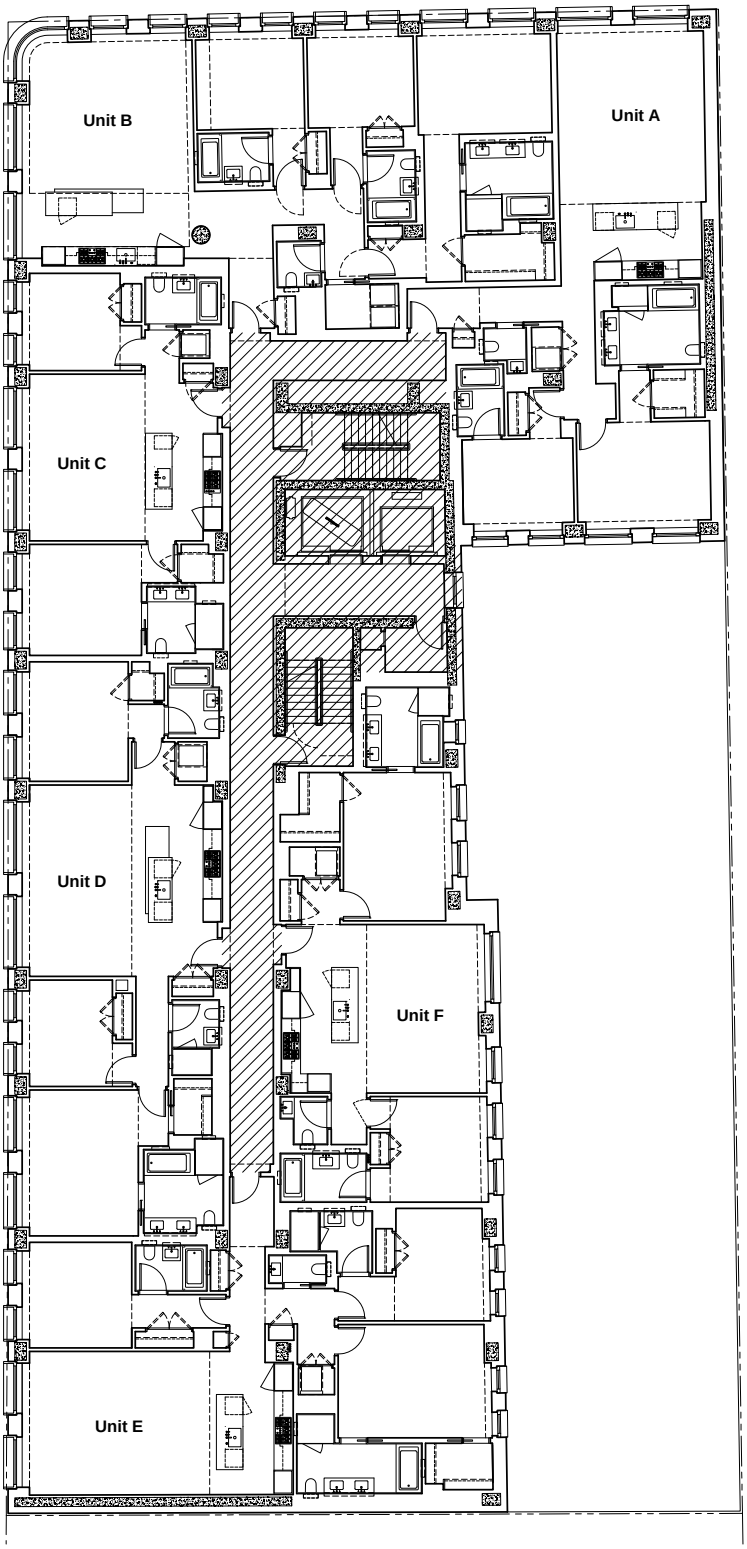
Residential Common Elements

Residential Units

40 Bleecker Street **Floors 3-5**

0 5' 10' 20' N 06Feb17

The dimensions on this drawing are approximate within reasonable tolerances and based on construction drawings. The building when built will be subject to normal construction variances and tolerances. A minor or immaterial inaccuracy in the actual size of the building when built from that shown on this drawing shall not excuse the purchaser from completing the purchase of a unit without abatement in price or recourse against sponsor. Sponsor reserves the right to make changes in accordance with the offering plan.



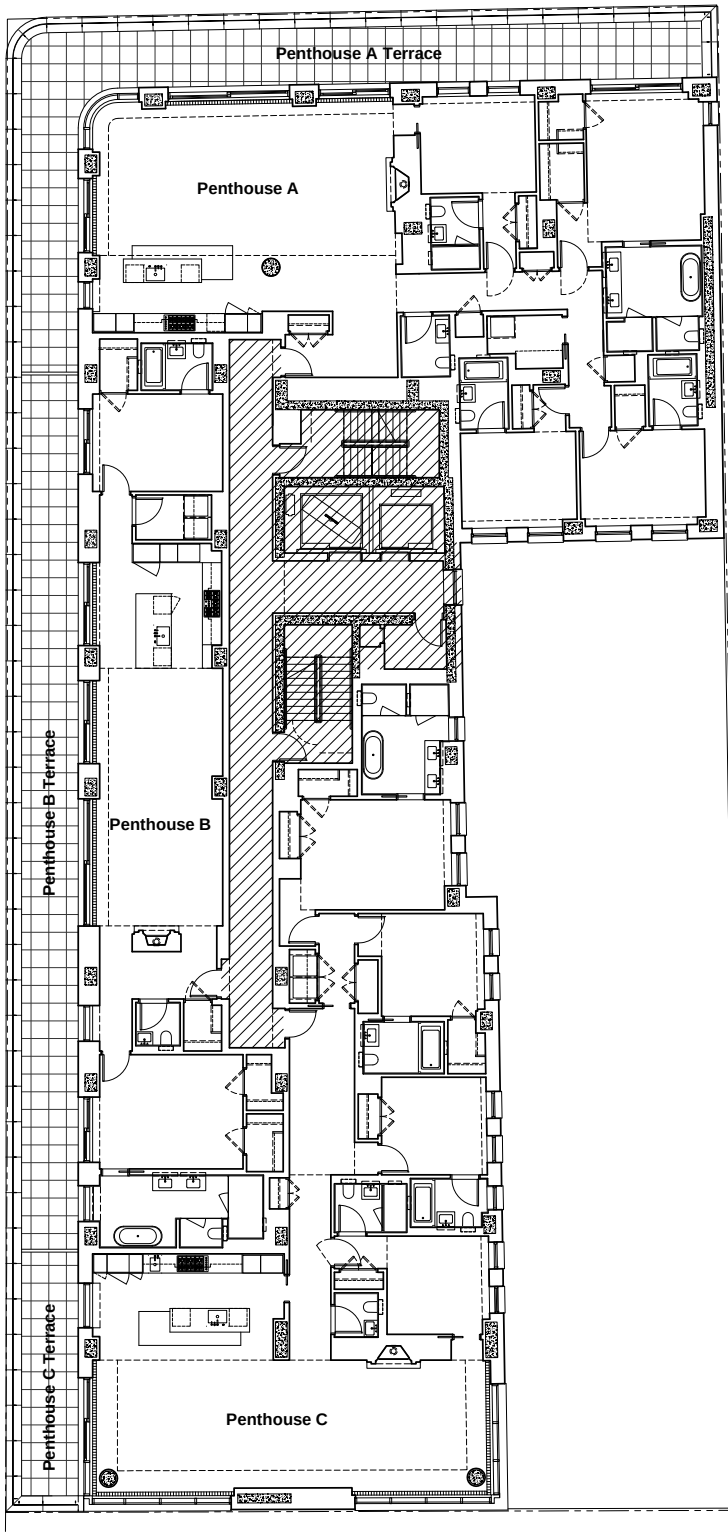
Residential Common Elements

Residential Units

40 Bleecker Street **Floors 6-9**

0 5' 10' 20' N 06Feb17

The dimensions on this drawing are approximate within reasonable tolerances and based on construction drawings. The building when built will be subject to normal construction variances and tolerances. A minor or immaterial inaccuracy in the actual size of the building when built from that shown on this drawing shall not excuse the purchaser from completing the purchase of a unit without abatement in price or recourse against sponsor. Sponsor reserves the right to make changes in accordance with the offering plan.



Residential Limited Common Elements

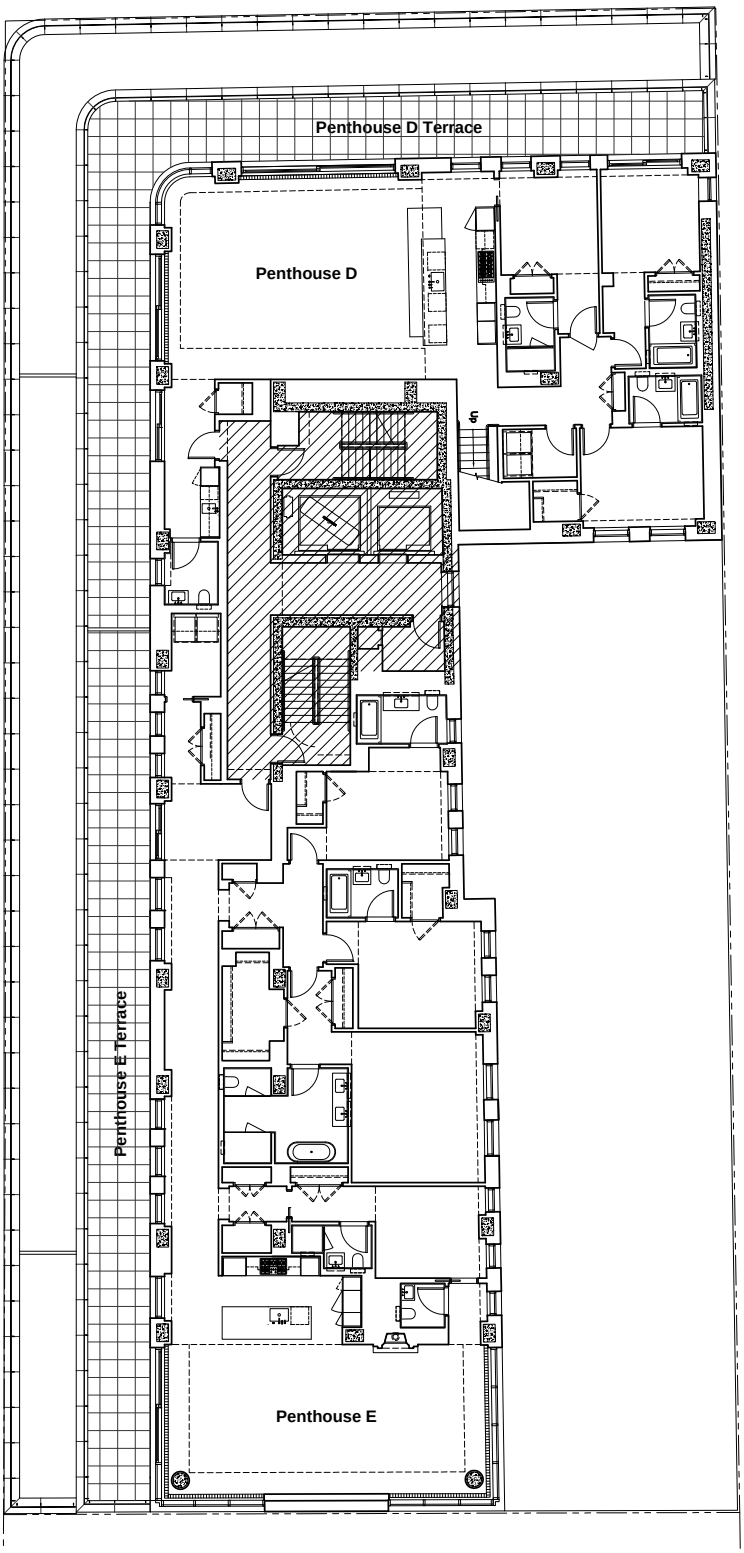
Residential Common Elements

Residential Units

40 Bleecker Street **Floor 10**

0 5' 10' 20' N 06Feb17

The dimensions on this drawing are approximate within reasonable tolerances and based on construction drawings. The building when built will be subject to normal construction variances and tolerances. A minor or immaterial inaccuracy in the actual size of the building when built from that shown on this drawing shall not excuse the purchaser from completing the purchase of a unit without abatement in price or recourse against sponsor. Sponsor reserves the right to make changes in accordance with the offering plan.



Residential Limited Common Elements

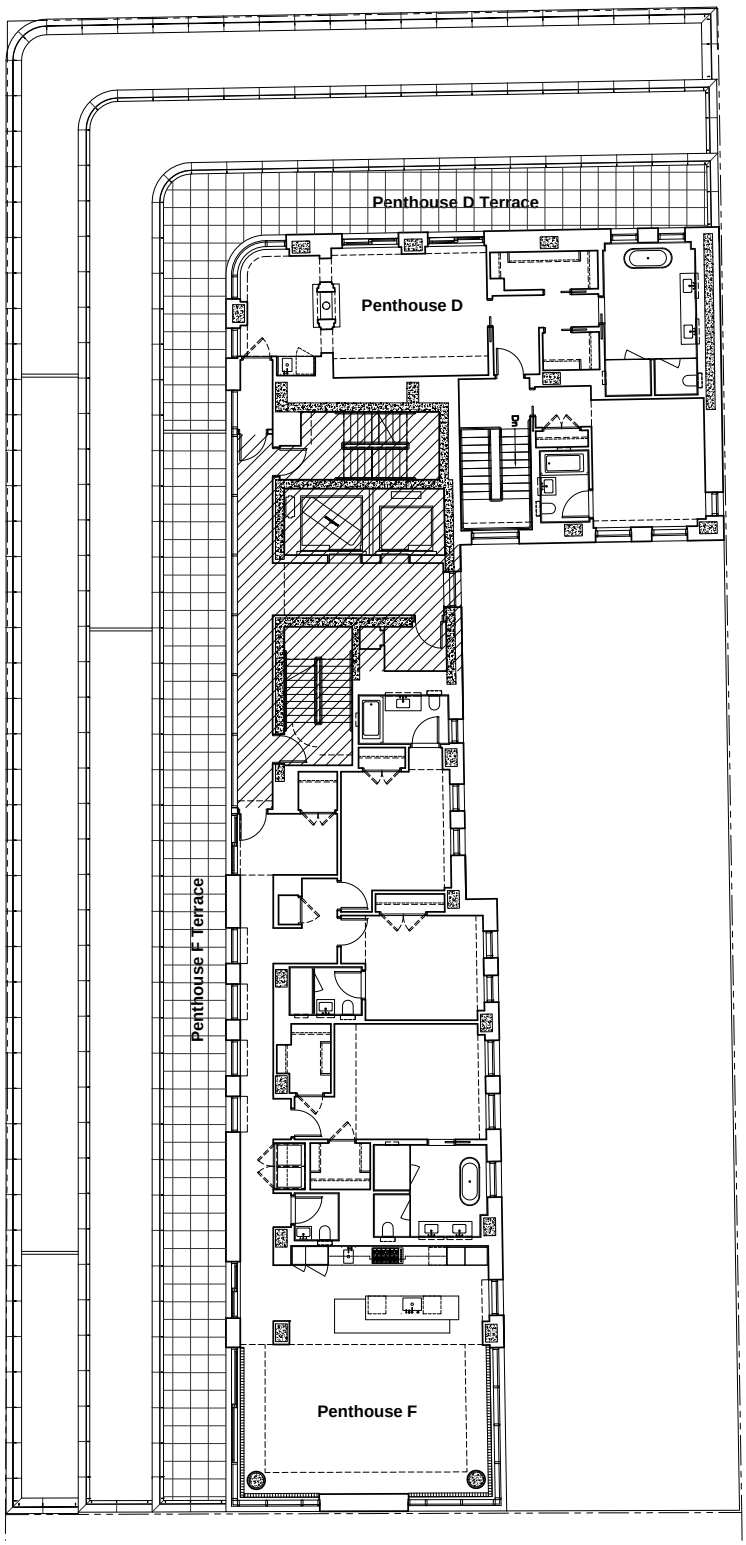
Residential Common Elements

Residential Units

40 Bleecker Street **Floor 11**

0 5' 10' 20' N 06Feb17

The dimensions on this drawing are approximate within reasonable tolerances and based on construction drawings. The building when built will be subject to normal construction variances and tolerances. A minor or immaterial inaccuracy in the actual size of the building when built from that shown on this drawing shall not excuse the purchaser from completing the purchase of a unit without abatement in price or recourse against sponsor. Sponsor reserves the right to make changes in accordance with the offering plan.



Residential Limited Common Elements

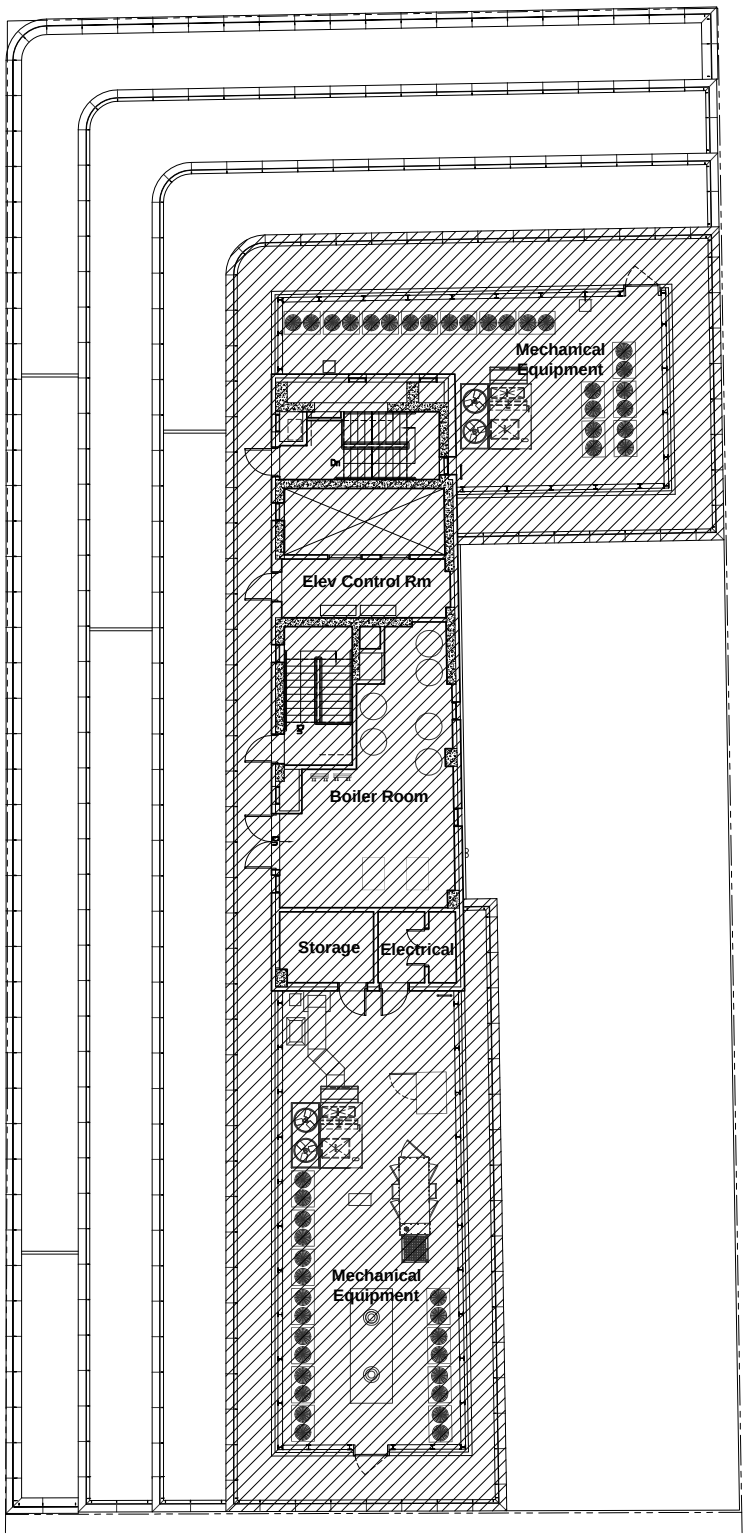
Residential Common Elements

Residential Units

40 Bleecker Street **Floor 12**

0 5' 10' 20' N 06Feb17

The dimensions on this drawing are approximate within reasonable tolerances and based on construction drawings. The building when built will be subject to normal construction variances and tolerances. A minor or immaterial inaccuracy in the actual size of the building when built from that shown on this drawing shall not excuse the purchaser from completing the purchase of a unit without abatement in price or recourse against sponsor. Sponsor reserves the right to make changes in accordance with the offering plan.



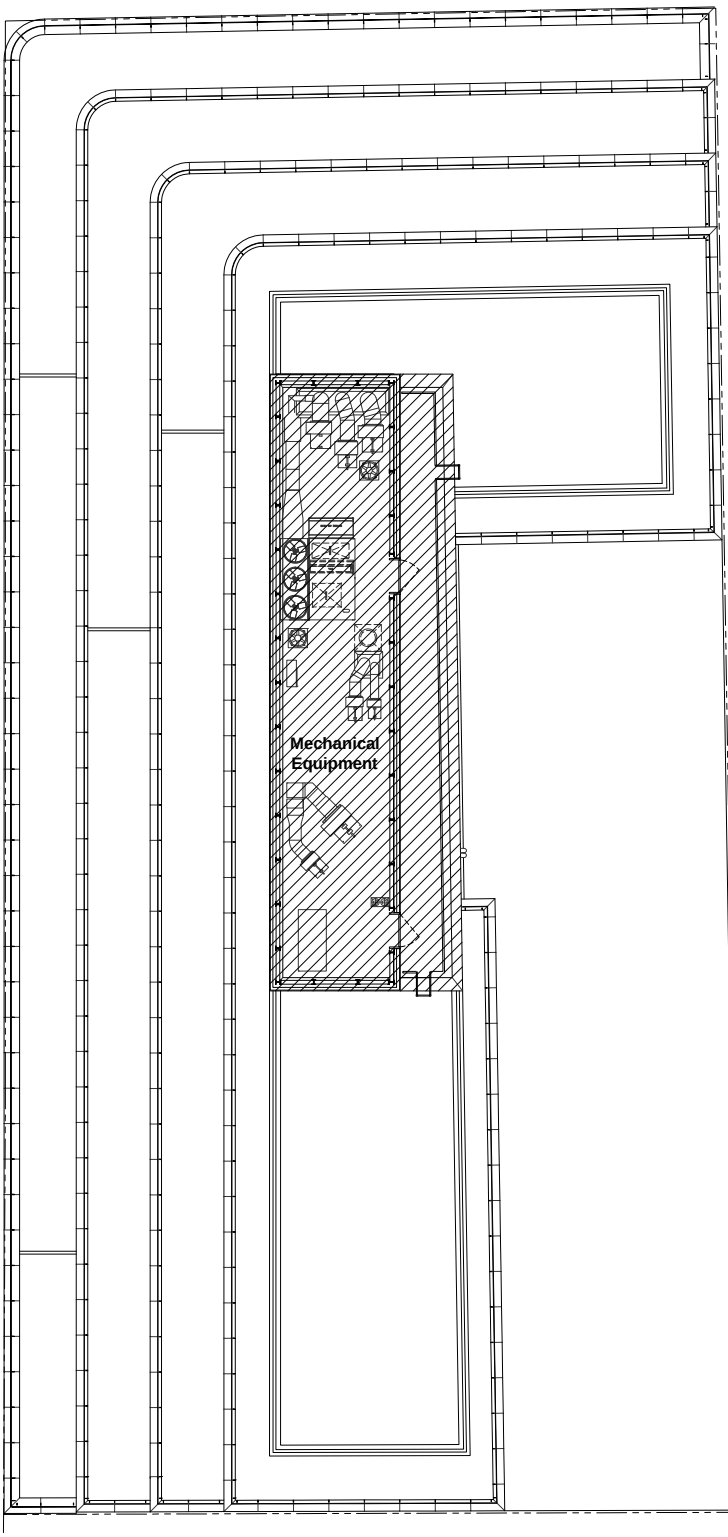
Residential Common Elements

Residential Units

40 Bleecker Street **Roof Plan**

0 5' 10' 20' N 06Feb17

The dimensions on this drawing are approximate within reasonable tolerances and based on construction drawings. The building when built will be subject to normal construction variances and tolerances. A minor or immaterial inaccuracy in the actual size of the building when built from that shown on this drawing shall not excuse the purchaser from completing the purchase of a unit without abatement in price or recourse against sponsor. Sponsor reserves the right to make changes in accordance with the offering plan.



Residential Common Elements

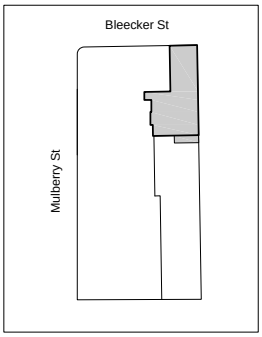
Residential Units

40 Bleecker Street **Upper Roof Plan**

0 5' 10' 20' N 06Feb17

The dimensions on this drawing are approximate within reasonable tolerances and based on construction drawings. The building when built will be subject to normal construction variances and tolerances. A minor or immaterial inaccuracy in the actual size of the building when built from that shown on this drawing shall not excuse the purchaser from completing the purchase of a unit without abatement in price or recourse against sponsor. Sponsor reserves the right to make changes in accordance with the offering plan.

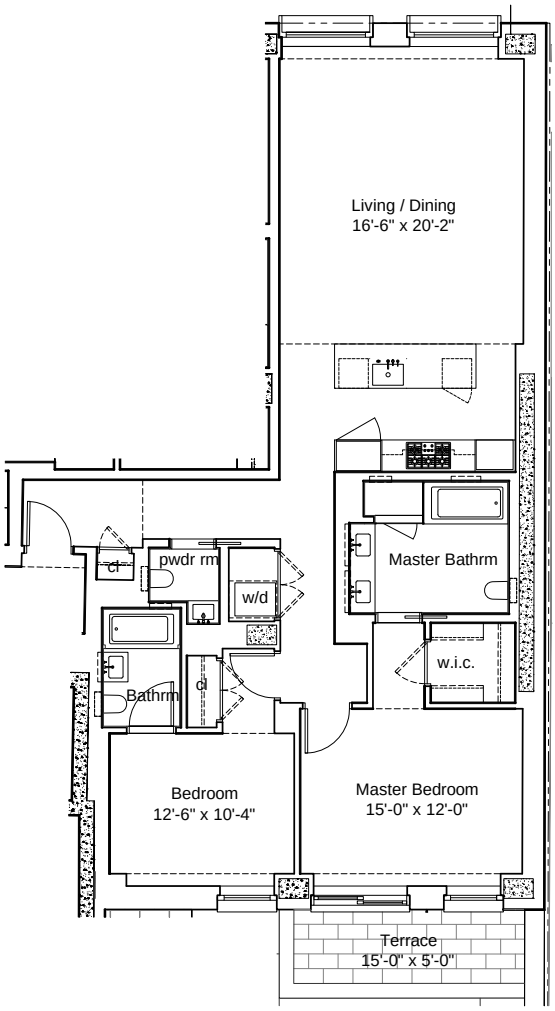
Key Plan



2 Bedrooms
2 Full Baths
1 Half Bath

Total Enclosed	**1,506 sf**
Terrace	81 sf
Unit Total	**1,587 sf**

Flr	Units							
12	PHD			PHF				
11	PHD			PHE				
10	PHA		PHB		PHC			
9	A	B	C	D	E		F	
8	A	B	C	D	E		F	
7	A	B	C	D	E		F	
6	A	B	C	D	E		F	
5	A	B	C	D	E	F	G	H
4	A	B	C	D	E	F	G	H
3	A	B	C	D	E	F	G	H
2	A	B	C	D	E	F	G	

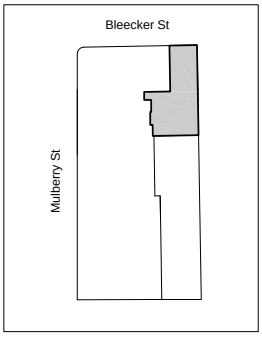


40 Bleecker Street **Unit 2A**

0 5' 10' 20' N 06Feb17

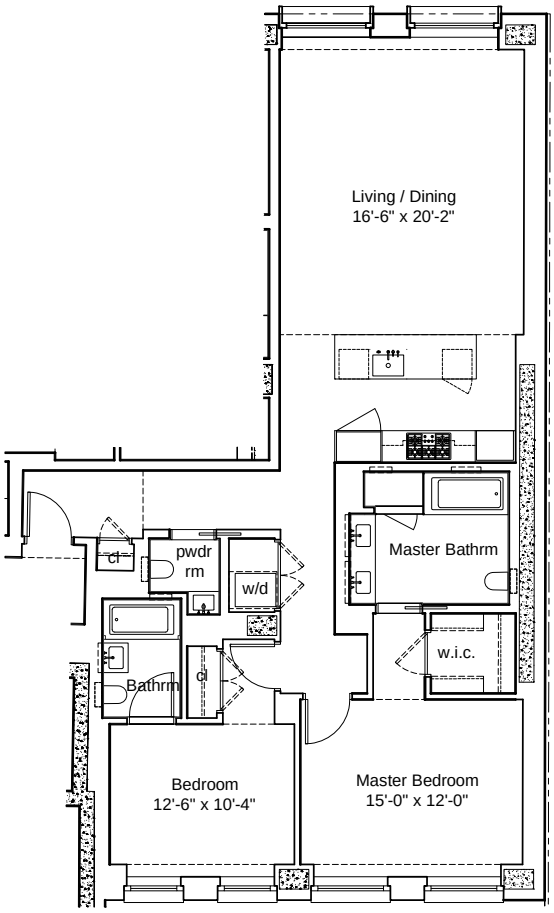
The unit square footage, layout and room or area dimensions on this floor plan are approximate within reasonable tolerances and based on construction drawings. The unit when built will be subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Room and area dimensions are measured from the exposed surfaces of the enclosing walls. Chase walls, shafts, cabinets and the like are not subtracted. A minor or immaterial inaccuracy in the actual square footage (i.e., overall floor area) or the actual size of individual rooms or areas of a unit when built from that shown on this floor plan shall not excuse the purchaser from completing the purchase of a unit without abatement in price or recourse against sponsor. Sponsor reserves the right to make changes to a unit in accordance with the offering plan.

Key Plan



2 Bedrooms
2 Full Baths
1 Half Bath
Total Enclosed **1,506 sf**

Flr	Units							
12	PHD			PHF				
11	PHD			PHE				
10	PHA		PHB		PHC			
9	A	B	C	D	E		F	
8	A	B	C	D	E		F	
7	A	B	C	D	E		F	
6	A	B	C	D	E		F	
5	A	B	C	D	E	F	G	H
4	A	B	C	D	E	F	G	H
3	A	B	C	D	E	F	G	H
2	A	B	C	D	E	F	G	

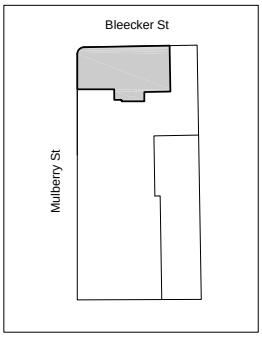


40 Bleecker Street **Units 3-9A**

0 5' 10' 20' N 06Feb17

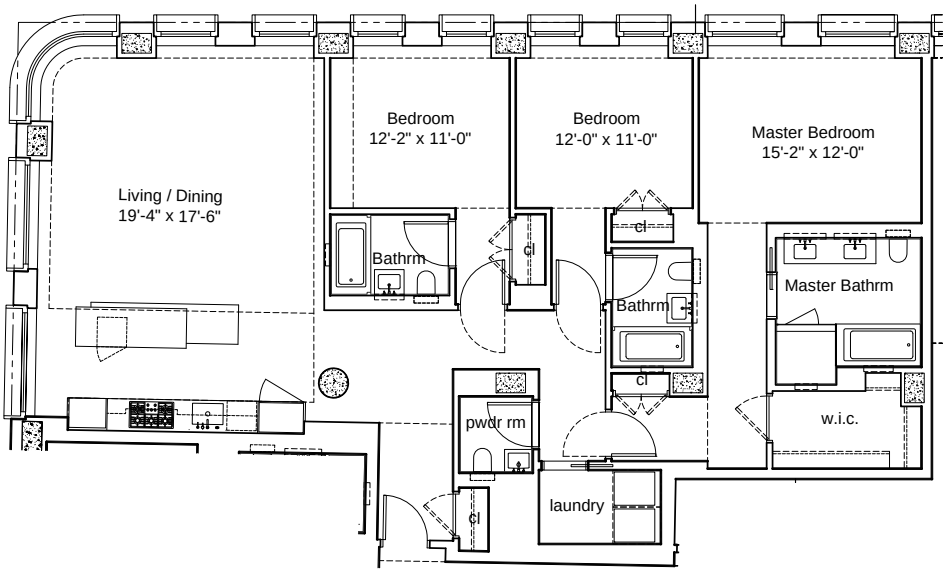
The unit square footage, layout and room or area dimensions on this floor plan are approximate within reasonable tolerances and based on construction drawings. The unit when built will be subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Room and area dimensions are measured from the exposed surfaces of the enclosing walls. Chase walls, shafts, cabinets and the like are not subtracted. A minor or immaterial inaccuracy in the actual square footage (i.e., overall floor area) or the actual size of individual rooms or areas of a unit when built from that shown on this floor plan shall not excuse the purchaser from completing the purchase of a unit without abatement in price or recourse against sponsor. Sponsor reserves the right to make changes to a unit in accordance with the offering plan.

Key Plan



3 Bedrooms
3 Full Baths
1 Half Bath
Total Enclosed **1,941 sf**

Flr	Units							
12	PHD			PHF				
11	PHD			PHE				
10	PHA		PHB	PHC				
9	A	B	C	D	E		F	
8	A	B	C	D	E		F	
7	A	B	C	D	E		F	
6	A	B	C	D	E		F	
5	A	B	C	D	E	F	G	H
4	A	B	C	D	E	F	G	H
3	A	B	C	D	E	F	G	H
2	A	B	C	D	E	F	G	



40 Bleecker Street **Units 2-9B**

0 5' 10' 20' N 06Feb17

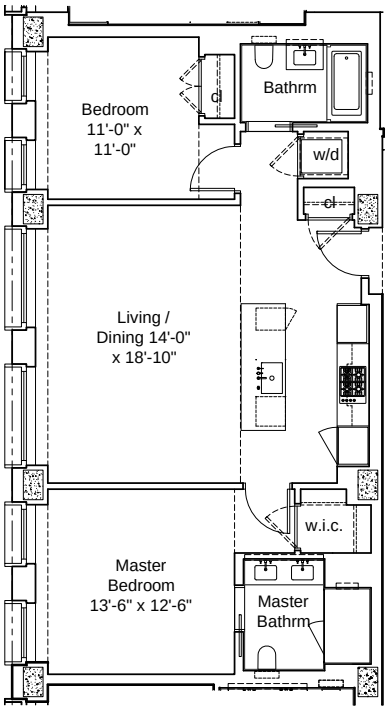
The unit square footage, layout and room or area dimensions on this floor plan are approximate within reasonable tolerances and based on construction drawings. The unit when built will be subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Room and area dimensions are measured from the exposed surfaces of the enclosing walls. Chase walls, shafts, cabinets and the like are not subtracted. A minor or immaterial inaccuracy in the actual square footage (i.e., overall floor area) or the actual size of individual rooms or areas of a unit when built from that shown on this floor plan shall not excuse the purchaser from completing the purchase of a unit without abatement in price or recourse against sponsor. Sponsor reserves the right to make changes to a unit in accordance with the offering plan.

Key Plan



2 Bedrooms
2 Full Baths
Total Enclosed **1,093 sf**

Flr	Units							
12	PHD		PHF					
11	PHD		PHE					
10	PHA		PHB	PHC				
9	A	B	C	D	E	F		
8	A	B	C	D	E	F		
7	A	B	C	D	E	F		
6	A	B	C	D	E	F		
5	A	B	C	D	E	F	G	H
4	A	B	C	D	E	F	G	H
3	A	B	C	D	E	F	G	H
2	A	B	C	D	E	F	G	

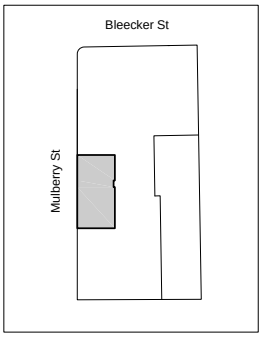


40 Bleecker Street **Units 2-9C**

0 5' 10' 20' N 06Feb17

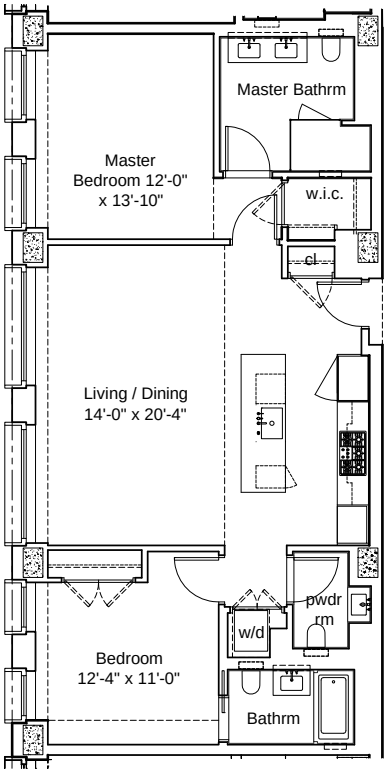
The unit square footage, layout and room or area dimensions on this floor plan are approximate within reasonable tolerances and based on construction drawings. The unit when built will be subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Room and area dimensions are measured from the exposed surfaces of the enclosing walls. Chase walls, shafts, cabinets and the like are not subtracted. A minor or immaterial inaccuracy in the actual square footage (i.e., overall floor area) or the actual size of individual rooms or areas of a unit when built from that shown on this floor plan shall not excuse the purchaser from completing the purchase of a unit without abatement in price or recourse against sponsor. Sponsor reserves the right to make changes to a unit in accordance with the offering plan.

Key Plan



2 Bedrooms
2 Full Baths
1 Half Bath
Total Enclosed **1,220 sf**

Flr	Units							
12	PHD			PHF				
11	PHD			PHE				
10	PHA		PHB		PHC			
9	A	B	C	D	E	F		
8	A	B	C	D	E	F		
7	A	B	C	D	E	F		
6	A	B	C	D	E	F		
5	A	B	C	D	E	F	G	H
4	A	B	C	D	E	F	G	H
3	A	B	C	D	E	F	G	H
2	A	B	C	D	E	F	G	

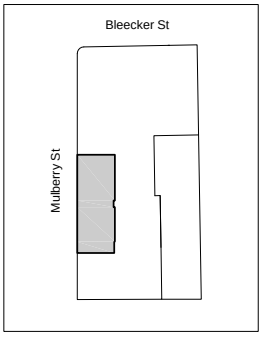


40 Bleecker Street **Units 2-5D**

0 5' 10' 20' N 06Feb17

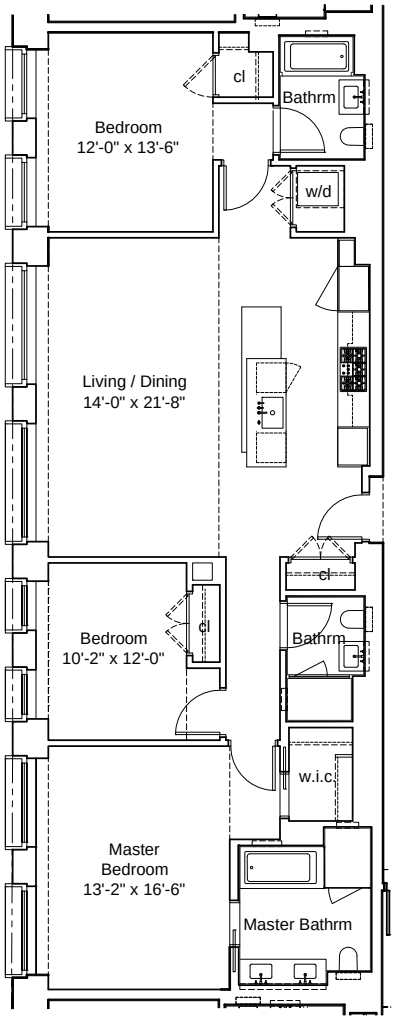
The unit square footage, layout and room or area dimensions on this floor plan are approximate within reasonable tolerances and based on construction drawings. The unit when built will be subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Room and area dimensions are measured from the exposed surfaces of the enclosing walls. Chase walls, shafts, cabinets and the like are not subtracted. A minor or immaterial inaccuracy in the actual square footage (i.e., overall floor area) or the actual size of individual rooms or areas of a unit when built from that shown on this floor plan shall not excuse the purchaser from completing the purchase of a unit without abatement in price or recourse against sponsor. Sponsor reserves the right to make changes to a unit in accordance with the offering plan.

Key Plan



3 Bedrooms
3 Full Baths
Total Enclosed **1,634 sf**

Flr	Units							
12	PHD			PHF				
11	PHD			PHE				
10	PHA		PHB	PHC				
9	A	B	C	D	E	F		
8	A	B	C	D	E	F		
7	A	B	C	D	E	F		
6	A	B	C	D	E	F		
5	A	B	C	D	E	F	G	H
4	A	B	C	D	E	F	G	H
3	A	B	C	D	E	F	G	H
2	A	B	C	D	E	F	G	

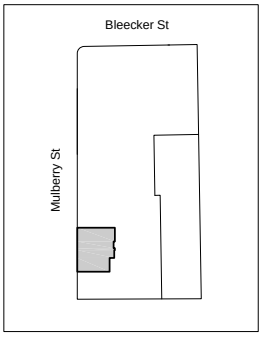


40 Bleecker Street **Units 6-9D**

0 5' 10' 20' N 06Feb17

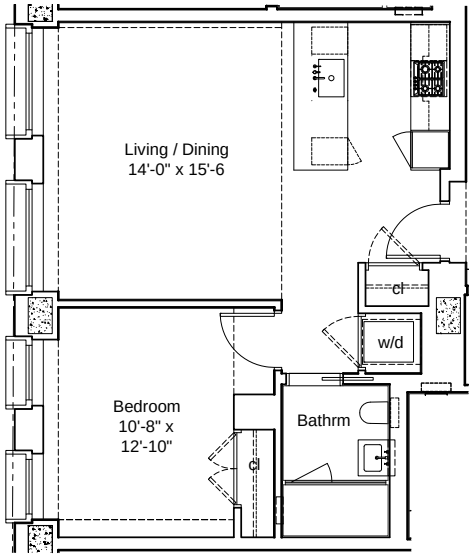
The unit square footage, layout and room or area dimensions on this floor plan are approximate within reasonable tolerances and based on construction drawings. The unit when built will be subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Room and area dimensions are measured from the exposed surfaces of the enclosing walls. Chase walls, shafts, cabinets and the like are not subtracted. A minor or immaterial inaccuracy in the actual square footage (i.e., overall floor area) or the actual size of individual rooms or areas of a unit when built from that shown on this floor plan shall not excuse the purchaser from completing the purchase of a unit without abatement in price or recourse against sponsor. Sponsor reserves the right to make changes to a unit in accordance with the offering plan.

Key Plan



1 Bedroom
1 Full Bath
Total Enclosed **695 sf**

Flr	Units							
12	PHD		PHF					
11	PHD		PHE					
10	PHA		PHB		PHC			
9	A	B	C	D	E	F		
8	A	B	C	D	E	F		
7	A	B	C	D	E	F		
6	A	B	C	D	E	F		
5	A	B	C	D	E	F	G	H
4	A	B	C	D	E	F	G	H
3	A	B	C	D	E	F	G	H
2	A	B	C	D	E	F	G	

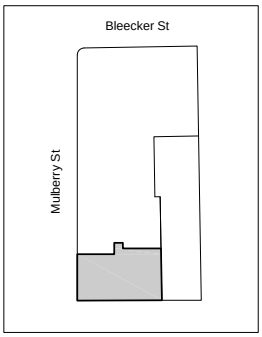


40 Bleecker Street **Units 2-5E**

0 5' 10' 20' N 06Feb17

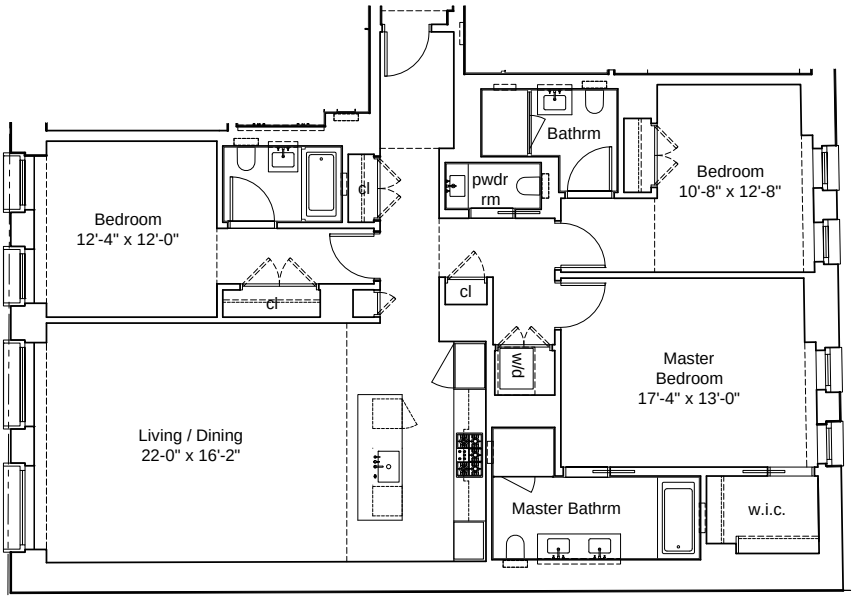
The unit square footage, layout and room or area dimensions on this floor plan are approximate within reasonable tolerances and based on construction drawings. The unit when built will be subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Room and area dimensions are measured from the exposed surfaces of the enclosing walls. Chase walls, shafts, cabinets and the like are not subtracted. A minor or immaterial inaccuracy in the actual square footage (i.e., overall floor area) or the actual size of individual rooms or areas of a unit when built from that shown on this floor plan shall not excuse the purchaser from completing the purchase of a unit without abatement in price or recourse against sponsor. Sponsor reserves the right to make changes to a unit in accordance with the offering plan.

Key Plan



3 Bedrooms
3 Full Baths
1 Half Bath
Total Enclosed **1,872 sf**

Flr	Units							
12	PHD				PHF			
11	PHD				PHE			
10	PHA		PHB		PHC			
9	A	B	C	D	E		F	
8	A	B	C	D	E		F	
7	A	B	C	D	E		F	
6	A	B	C	D	E		F	
5	A	B	C	D	E	F	G	H
4	A	B	C	D	E	F	G	H
3	A	B	C	D	E	F	G	H
2	A	B	C	D	E	F	G	



40 Bleecker Street **Units 6-9E**

0 5' 10' 20' N 06Feb17

The unit square footage, layout and room or area dimensions on this floor plan are approximate within reasonable tolerances and based on construction drawings. The unit when built will be subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Room and area dimensions are measured from the exposed surfaces of the enclosing walls. Chase walls, shafts, cabinets and the like are not subtracted. A minor or immaterial inaccuracy in the actual square footage (i.e., overall floor area) or the actual size of individual rooms or areas of a unit when built from that shown on this floor plan shall not excuse the purchaser from completing the purchase of a unit without abatement in price or recourse against sponsor. Sponsor reserves the right to make changes to a unit in accordance with the offering plan.

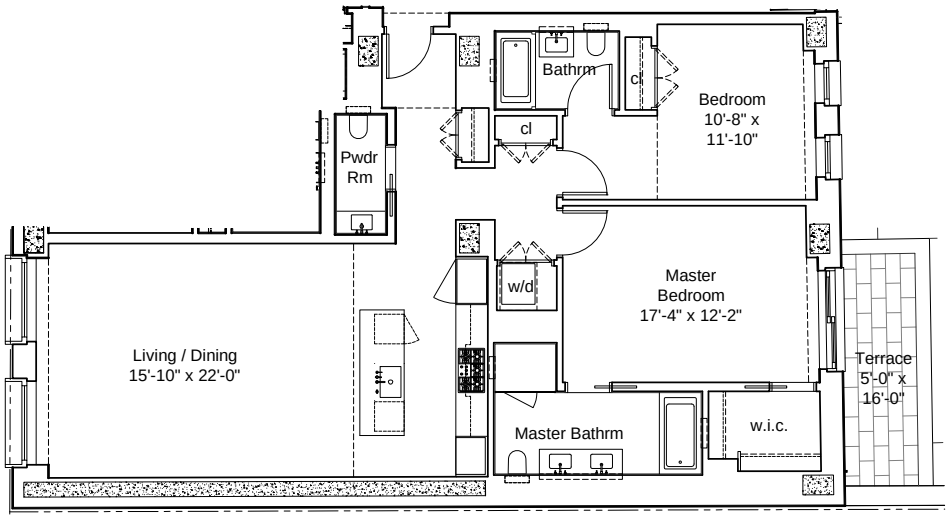
Key Plan



2 Bedrooms
2 Full Baths
1 Half Bath

Total Enclosed	**1,525 sf**
Terrace	85 sf
Unit Total	**1,610 sf**

Flr	Units							
12	PHD			PHF				
11	PHD			PHE				
10	PHA		PHB		PHC			
9	A	B	C	D	E		F	
8	A	B	C	D	E		F	
7	A	B	C	D	E		F	
6	A	B	C	D	E		F	
5	A	B	C	D	E	F	G	H
4	A	B	C	D	E	F	G	H
3	A	B	C	D	E	F	G	H
2	A	B	C	D	E	F	G	



40 Bleecker Street **Unit 2F**

0 5' 10' 20' N 06Feb17

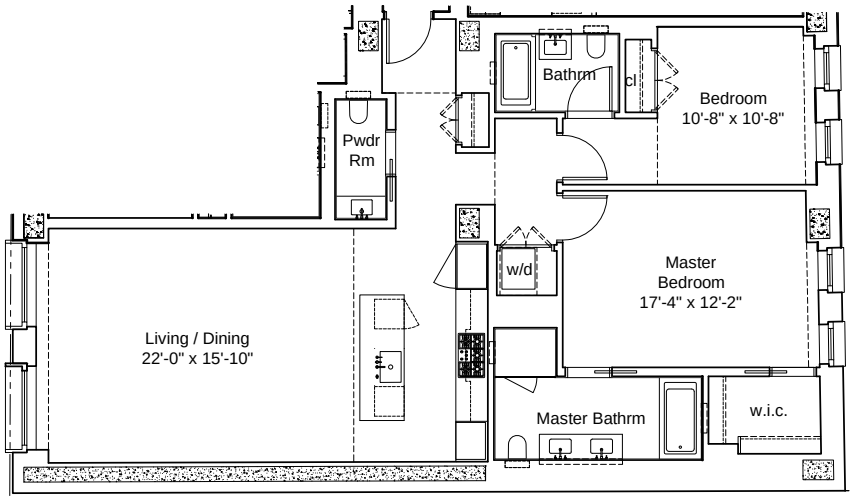
The unit square footage, layout and room or area dimensions on this floor plan are approximate within reasonable tolerances and based on construction drawings. The unit when built will be subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Room and area dimensions are measured from the exposed surfaces of the enclosing walls. Chase walls, shafts, cabinets and the like are not subtracted. A minor or immaterial inaccuracy in the actual square footage (i.e., overall floor area) or the actual size of individual rooms or areas of a unit when built from that shown on this floor plan shall not excuse the purchaser from completing the purchase of a unit without abatement in price or recourse against sponsor. Sponsor reserves the right to make changes to a unit in accordance with the offering plan.

Key Plan



2 Bedrooms
2 Full Baths
1 Half Bath
Total Enclosed **1,484 sf**

Flr	Units							
12	PHD			PHF				
11	PHD			PHE				
10	PHA		PHB		PHC			
9	A	B	C	D	E		F	
8	A	B	C	D	E		F	
7	A	B	C	D	E		F	
6	A	B	C	D	E		F	
5	A	B	C	D	E	F	G	H
4	A	B	C	D	E	F	G	H
3	A	B	C	D	E	F	G	H
2	A	B	C	D	E	F	G	



40 Bleecker Street **Units 3-5F**

0 5' 10' 20' N 06Feb17

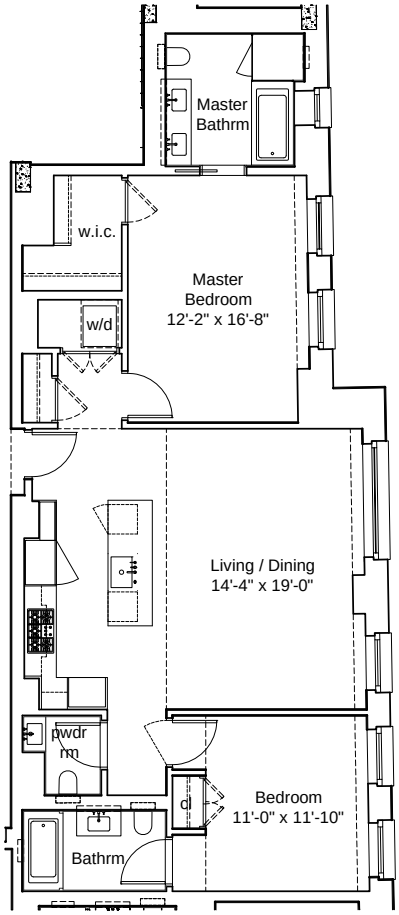
The unit square footage, layout and room or area dimensions on this floor plan are approximate within reasonable tolerances and based on construction drawings. The unit when built will be subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Room and area dimensions are measured from the exposed surfaces of the enclosing walls. Chase walls, shafts, cabinets and the like are not subtracted. A minor or immaterial inaccuracy in the actual square footage (i.e., overall floor area) or the actual size of individual rooms or areas of a unit when built from that shown on this floor plan shall not excuse the purchaser from completing the purchase of a unit without abatement in price or recourse against sponsor. Sponsor reserves the right to make changes to a unit in accordance with the offering plan.

Key Plan



2 Bedrooms
2 Full Baths
1 Half Bath
Total Enclosed **1,324 sf**

Flr	Units							
12	PHD			PHF				
11	PHD			PHE				
10	PHA		PHB		PHC			
9	A	B	C	D	E		F	
8	A	B	C	D	E		F	
7	A	B	C	D	E		F	
6	A	B	C	D	E		F	
5	A	B	C	D	E	F	G	H
4	A	B	C	D	E	F	G	H
3	A	B	C	D	E	F	G	H
2	A	B	C	D	E	F	G	

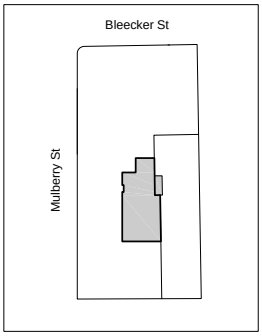


40 Bleecker Street **Units 6-9F**

0 5' 10' 20' N 06Feb17

The unit square footage, layout and room or area dimensions on this floor plan are approximate within reasonable tolerances and based on construction drawings. The unit when built will be subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Room and area dimensions are measured from the exposed surfaces of the enclosing walls. Chase walls, shafts, cabinets and the like are not subtracted. A minor or immaterial inaccuracy in the actual square footage (i.e., overall floor area) or the actual size of individual rooms or areas of a unit when built from that shown on this floor plan shall not excuse the purchaser from completing the purchase of a unit without abatement in price or recourse against sponsor. Sponsor reserves the right to make changes to a unit in accordance with the offering plan.

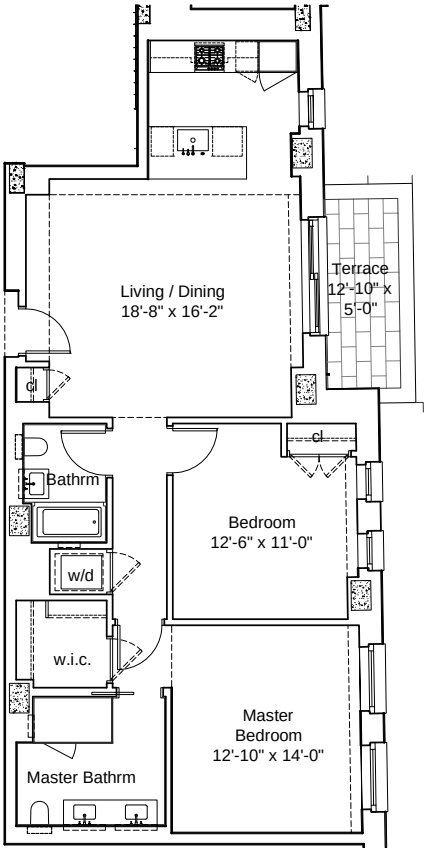
Key Plan



2 Bedrooms
2 Full Baths

Total Enclosed	**1,232 sf**
Terrace	64 sf
Unit Total	**1,296 sf**

Flr	Units							
12	PHD		PHF					
11	PHD		PHE					
10	PHA		PHB		PHC			
9	A	B	C	D	E		F	
8	A	B	C	D	E		F	
7	A	B	C	D	E		F	
6	A	B	C	D	E		F	
5	A	B	C	D	E	F	G	H
4	A	B	C	D	E	F	G	H
3	A	B	C	D	E	F	G	H
2	A	B	C	D	E	F	G	

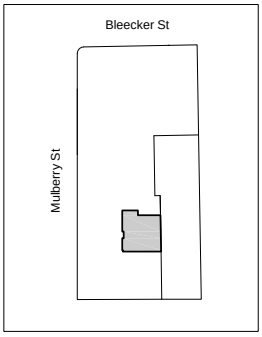


40 Bleecker Street **Unit 2G**

0 5' 10' 20' N 06Feb17

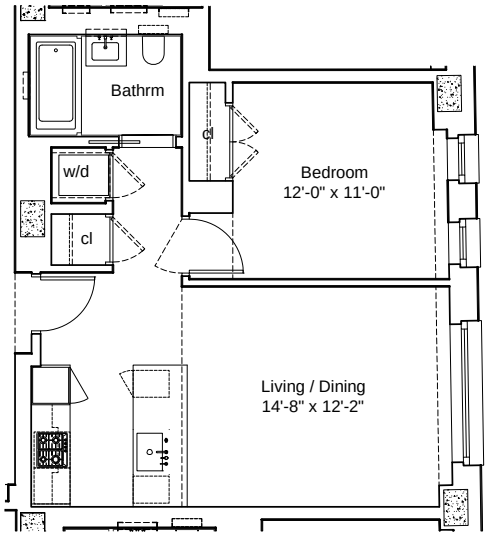
The unit square footage, layout and room or area dimensions on this floor plan are approximate within reasonable tolerances and based on construction drawings. The unit when built will be subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Room and area dimensions are measured from the exposed surfaces of the enclosing walls. Chase walls, shafts, cabinets and the like are not subtracted. A minor or immaterial inaccuracy in the actual square footage (i.e., overall floor area) or the actual size of individual rooms or areas of a unit when built from that shown on this floor plan shall not excuse the purchaser from completing the purchase of a unit without abatement in price or recourse against sponsor. Sponsor reserves the right to make changes to a unit in accordance with the offering plan.

Key Plan



1 Bedroom
1 Full Bath
Total Enclosed **652 sf**

Flr	Units							
12	PHD		PHF					
11	PHD		PHE					
10	PHA		PHB		PHC			
9	A	B	C	D	E		F	
8	A	B	C	D	E		F	
7	A	B	C	D	E		F	
6	A	B	C	D	E		F	
5	A	B	C	D	E	F	G	H
4	A	B	C	D	E	F	G	H
3	A	B	C	D	E	F	G	H
2	A	B	C	D	E	F	G	

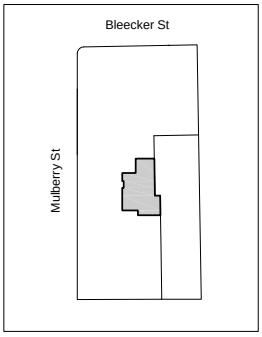


40 Bleecker Street **Units 3-5G**

0 5' 10' 20' N 06Feb17

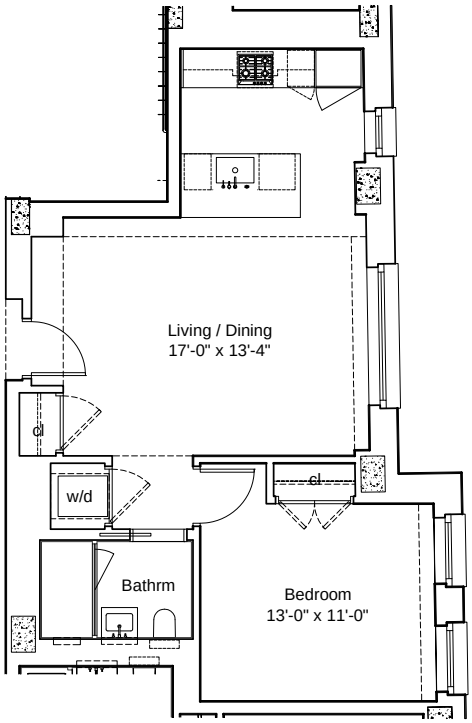
The unit square footage, layout and room or area dimensions on this floor plan are approximate within reasonable tolerances and based on construction drawings. The unit when built will be subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Room and area dimensions are measured from the exposed surfaces of the enclosing walls. Chase walls, shafts, cabinets and the like are not subtracted. A minor or immaterial inaccuracy in the actual square footage (i.e., overall floor area) or the actual size of individual rooms or areas of a unit when built from that shown on this floor plan shall not excuse the purchaser from completing the purchase of a unit without abatement in price or recourse against sponsor. Sponsor reserves the right to make changes to a unit in accordance with the offering plan.

Key Plan



1 Bedroom
1 Full Bath
Total Enclosed **743 sf**

Flr	Units							
12	PHD		PHF					
11	PHD		PHE					
10	PHA		PHB		PHC			
9	A	B	C	D	E		F	
8	A	B	C	D	E		F	
7	A	B	C	D	E		F	
6	A	B	C	D	E		F	
5	A	B	C	D	E	F	G	H
4	A	B	C	D	E	F	G	H
3	A	B	C	D	E	F	G	H
2	A	B	C	D	E	F	G	

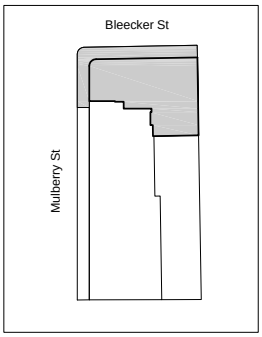


40 Bleecker Street **Units 3-5H**

0 5' 10' 20' N 06Feb17

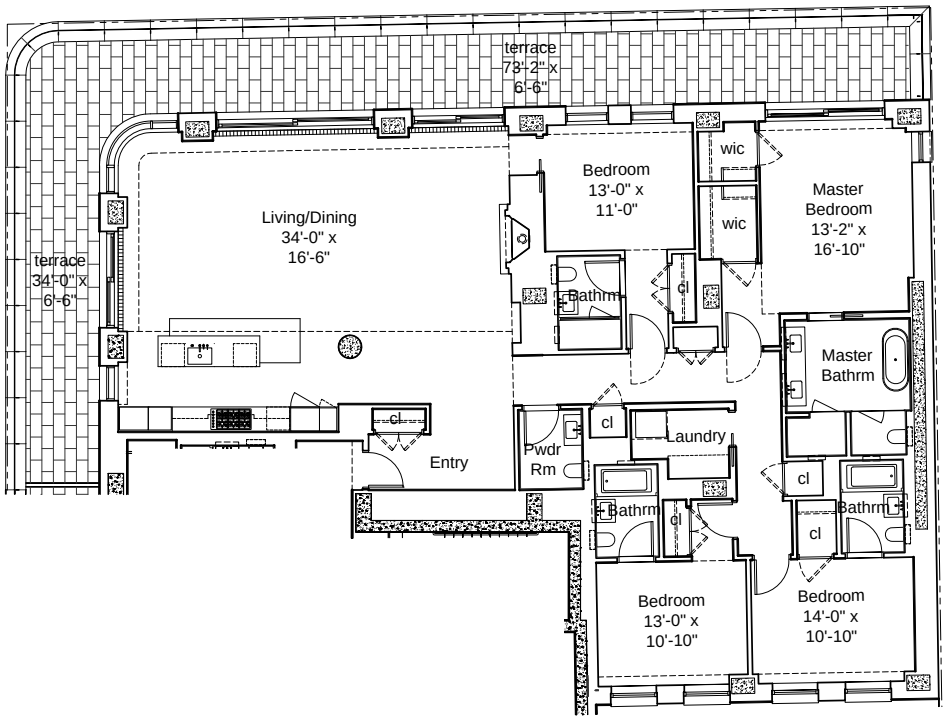
The unit square footage, layout and room or area dimensions on this floor plan are approximate within reasonable tolerances and based on construction drawings. The unit when built will be subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Room and area dimensions are measured from the exposed surfaces of the enclosing walls. Chase walls, shafts, cabinets and the like are not subtracted. A minor or immaterial inaccuracy in the actual square footage (i.e., overall floor area) or the actual size of individual rooms or areas of a unit when built from that shown on this floor plan shall not excuse the purchaser from completing the purchase of a unit without abatement in price or recourse against sponsor. Sponsor reserves the right to make changes to a unit in accordance with the offering plan.

Key Plan



4 Bedrooms
4 Full Baths
1 Half Bath
Total Enclosed **2,936 sf**
Terrace 896 sf
Unit Total **3,832 sf**

Flr	Units							
12	PHD		PHF					
11	PHD		PHE					
10	PHA		PHB		PHC			
9	A	B	C	D	E		F	
8	A	B	C	D	E		F	
7	A	B	C	D	E		F	
6	A	B	C	D	E		F	
5	A	B	C	D	E	F	G	H
4	A	B	C	D	E	F	G	H
3	A	B	C	D	E	F	G	H
2	A	B	C	D	E	F	G	

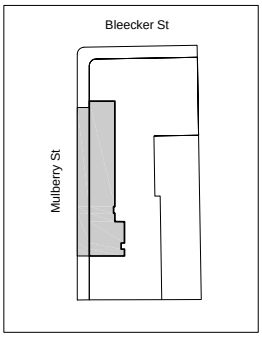


40 Bleecker Street **Penthouse A**

0 5' 10' 20' N 06Feb17

The unit square footage, layout and room or area dimensions on this floor plan are approximate within reasonable tolerances and based on construction drawings. The unit when built will be subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Room and area dimensions are measured from the exposed surfaces of the enclosing walls. Chase walls, shafts, cabinets and the like are not subtracted. A minor or immaterial inaccuracy in the actual square footage (i.e., overall floor area) or the actual size of individual rooms or areas of a unit when built from that shown on this floor plan shall not excuse the purchaser from completing the purchase of a unit without abatement in price or recourse against sponsor. Sponsor reserves the right to make changes to a unit in accordance with the offering plan.

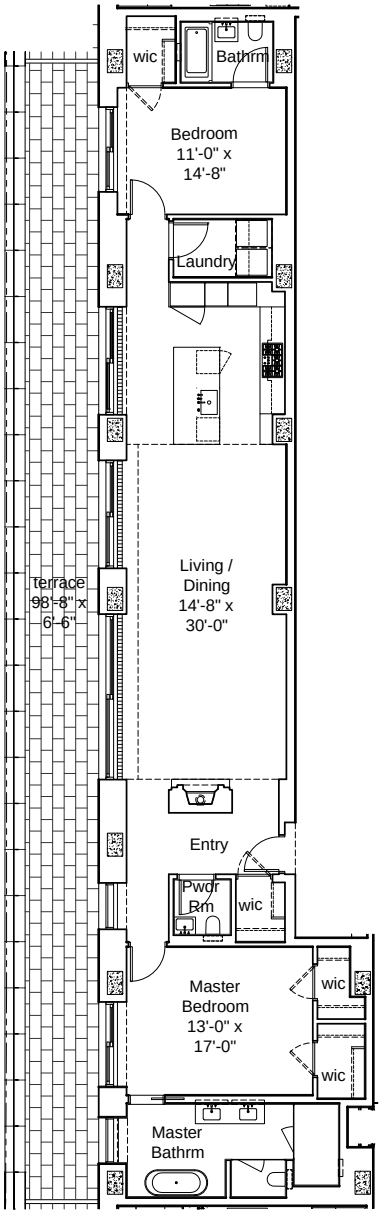
Key Plan



2 Bedrooms
2 Full Baths
1 Half Bath

Total Enclosed	**1,885 sf**
Terrace	792 sf
Unit Total	**2,677 sf**

Flr	Units							
12	PHD		PHF					
11	PHD		PHE					
10	PHA		PHB		PHC			
9	A	B	C	D	E		F	
8	A	B	C	D	E		F	
7	A	B	C	D	E		F	
6	A	B	C	D	E		F	
5	A	B	C	D	E	F	G	H
4	A	B	C	D	E	F	G	H
3	A	B	C	D	E	F	G	H
2	A	B	C	D	E	F	G	

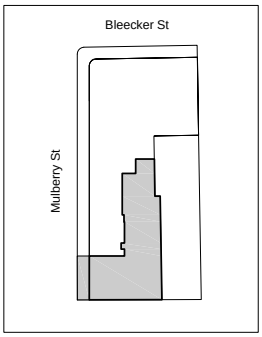


40 Bleecker Street **Penthouse B**

0 5' 10' 20' N 06Feb17

The unit square footage, layout and room or area dimensions on this floor plan are approximate within reasonable tolerances and based on construction drawings. The unit when built will be subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Room and area dimensions are measured from the exposed surfaces of the enclosing walls. Chase walls, shafts, cabinets and the like are not subtracted. A minor or immaterial inaccuracy in the actual square footage (i.e., overall floor area) or the actual size of individual rooms or areas of a unit when built from that shown on this floor plan shall not excuse the purchaser from completing the purchase of a unit without abatement in price or recourse against sponsor. Sponsor reserves the right to make changes to a unit in accordance with the offering plan.

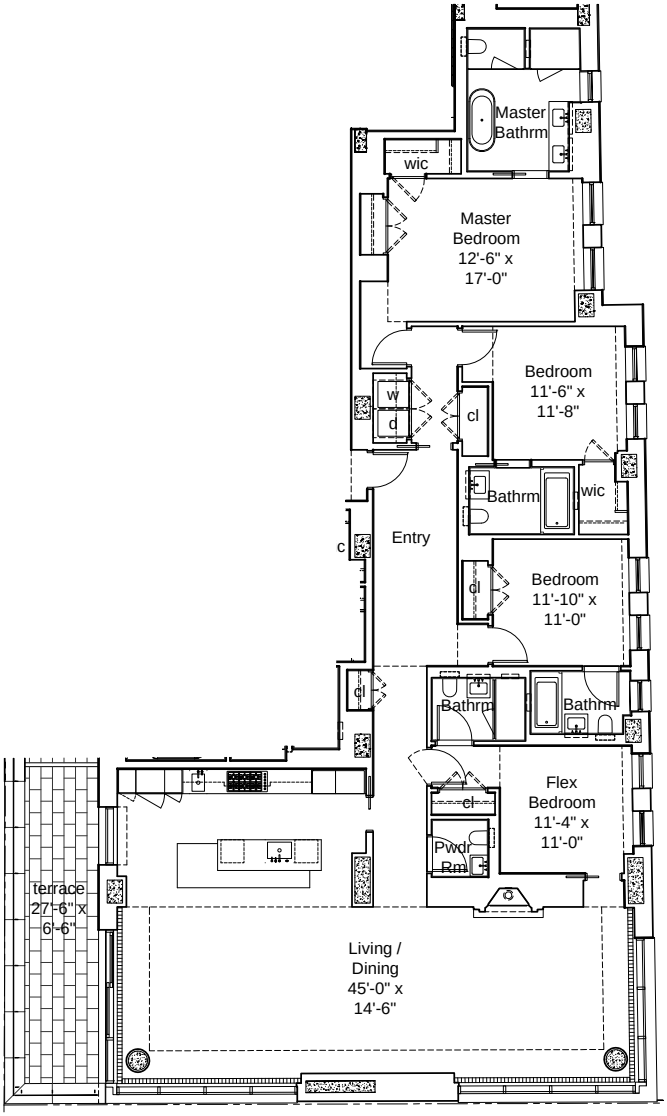
Key Plan



4 Bedrooms
4 Full Baths
1 Half Bath

Total Enclosed	**2,855 sf**
Terrace	234 sf
Unit Total	**3,089 sf**

Flr	Units							
12	PHD			PHF				
11	PHD			PHE				
10	PHA		PHB	PHC				
9	A	B	C	D	E		F	
8	A	B	C	D	E		F	
7	A	B	C	D	E		F	
6	A	B	C	D	E		F	
5	A	B	C	D	E	F	G	H
4	A	B	C	D	E	F	G	H
3	A	B	C	D	E	F	G	H
2	A	B	C	D	E	F	G	

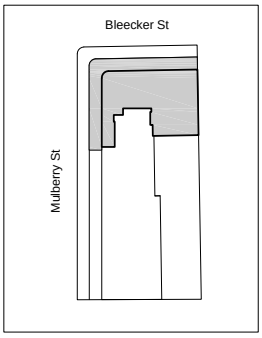


40 Bleecker Street **Penthouse C**

0 5' 10' 20' N 06Feb17

The unit square footage, layout and room or area dimensions on this floor plan are approximate within reasonable tolerances and based on construction drawings. The unit when built will be subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Room and area dimensions are measured from the exposed surfaces of the enclosing walls. Chase walls, shafts, cabinets and the like are not subtracted. A minor or immaterial inaccuracy in the actual square footage (i.e., overall floor area) or the actual size of individual rooms or areas of a unit when built from that shown on this floor plan shall not excuse the purchaser from completing the purchase of a unit without abatement in price or recourse against sponsor. Sponsor reserves the right to make changes to a unit in accordance with the offering plan.

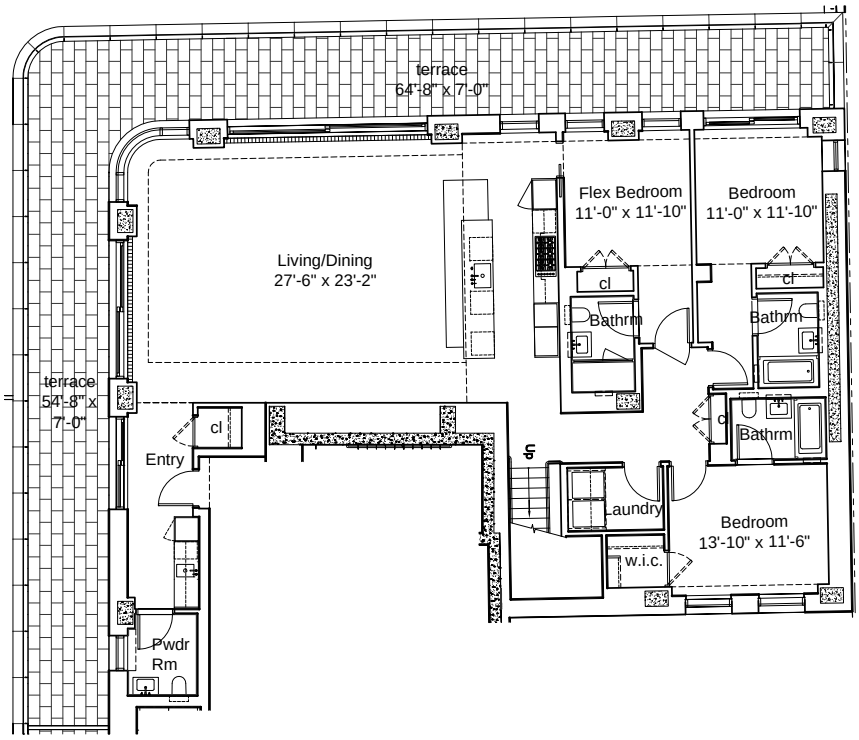
Key Plan



5 Bedrooms
5 Full Baths
1 Half Bath

Lower Level Enclosed	2,486 sf
Upper Level Enclosed	1,608 sf
Total Enclosed	**4,094 sf**
Lower Level Terrace	1,039 sf
Upper Level Terrace	716 sf
Total Terrace	**1,755 sf**
Unit Total	**5,849 sf**

Flr	Units							
12	PHD		PHF					
11	PHD		PHE					
10	PHA		PHB		PHC			
9	A	B	C	D	E		F	
8	A	B	C	D	E		F	
7	A	B	C	D	E		F	
6	A	B	C	D	E		F	
5	A	B	C	D	E	F	G	H
4	A	B	C	D	E	F	G	H
3	A	B	C	D	E	F	G	H
2	A	B	C	D	E	F	G	

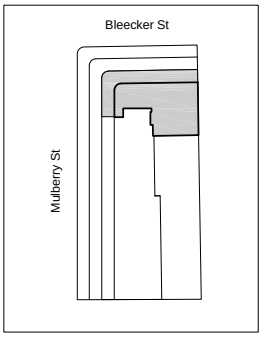


40 Bleecker Street **Penthouse D (Lower Level)**

0 5' 10' 20' N 06Feb17

The unit square footage, layout and room or area dimensions on this floor plan are approximate within reasonable tolerances and based on construction drawings. The unit when built will be subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Room and area dimensions are measured from the exposed surfaces of the enclosing walls. Chase walls, shafts, cabinets and the like are not subtracted. A minor or immaterial inaccuracy in the actual square footage (i.e., overall floor area) or the actual size of individual rooms or areas of a unit when built from that shown on this floor plan shall not excuse the purchaser from completing the purchase of a unit without abatement in price or recourse against sponsor. Sponsor reserves the right to make changes to a unit in accordance with the offering plan.

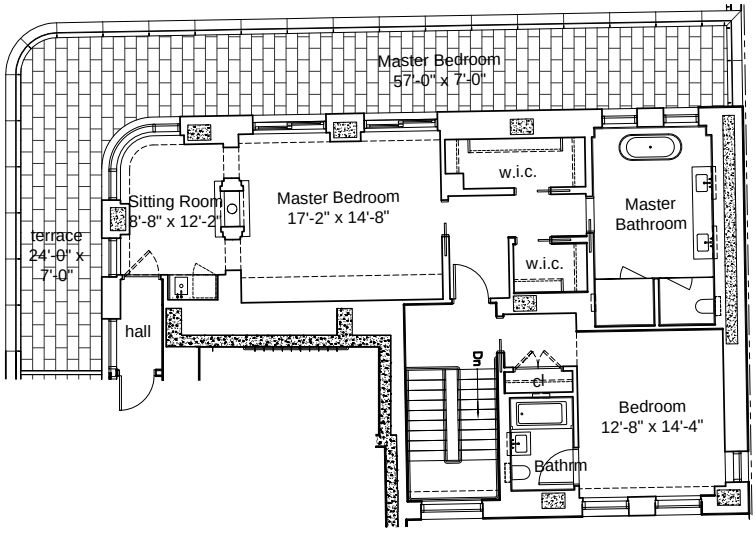
Key Plan



5 Bedrooms
5 Full Baths
1 Half Bath

Lower Level Enclosed	2,486 sf
Upper Level Enclosed	1,608 sf
Total Enclosed	**4,094 sf**
Lower Level Terrace	1,039 sf
Upper Level Terrace	716 sf
Total Terrace	**1,755 sf**
Unit Total	**5,849 sf**

Flr	Units							
12	PHD		PHF					
11	PHD		PHE					
10	PHA		PHB		PHC			
9	A	B	C	D	E		F	
8	A	B	C	D	E		F	
7	A	B	C	D	E		F	
6	A	B	C	D	E		F	
5	A	B	C	D	E	F	G	H
4	A	B	C	D	E	F	G	H
3	A	B	C	D	E	F	G	H
2	A	B	C	D	E	F	G	

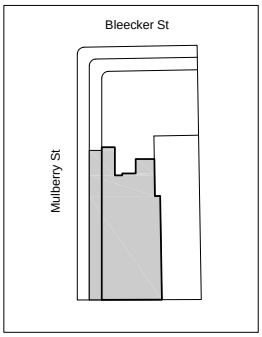


40 Bleecker Street **Penthouse D (Upper Level)**

0 5' 10' 20' N 06Feb17

The unit square footage, layout and room or area dimensions on this floor plan are approximate within reasonable tolerances and based on construction drawings. The unit when built will be subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Room and area dimensions are measured from the exposed surfaces of the enclosing walls. Chase walls, shafts, cabinets and the like are not subtracted. A minor or immaterial inaccuracy in the actual square footage (i.e., overall floor area) or the actual size of individual rooms or areas of a unit when built from that shown on this floor plan shall not excuse the purchaser from completing the purchase of a unit without abatement in price or recourse against sponsor. Sponsor reserves the right to make changes to a unit in accordance with the offering plan.

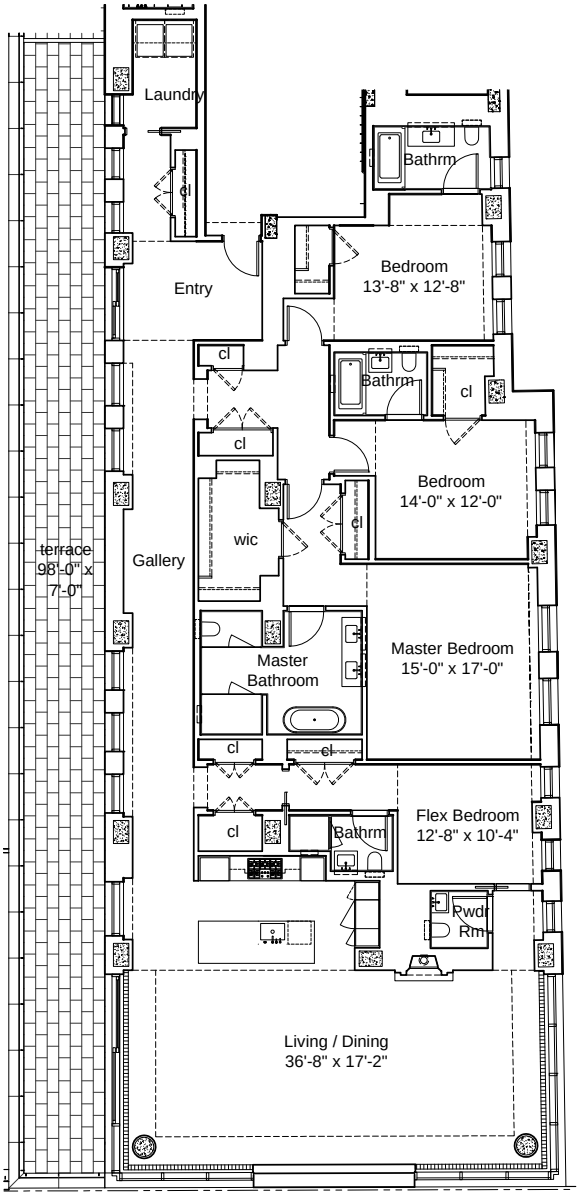
Key Plan



4 Bedroom
4 Full Baths
1 Half Bath

Total Enclosed	**3,528 sf**
Terrace	830 sf
Unit Total	**4,358 sf**

Flr	Units							
12	PHD			PHF				
11	PHD			PHE				
10	PHA		PHB		PHC			
9	A	B	C	D	E		F	
8	A	B	C	D	E		F	
7	A	B	C	D	E		F	
6	A	B	C	D	E		F	
5	A	B	C	D	E	F	G	H
4	A	B	C	D	E	F	G	H
3	A	B	C	D	E	F	G	H
2	A	B	C	D	E	F	G	

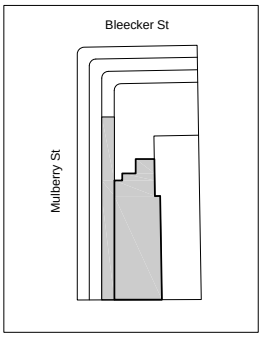


40 Bleecker Street **Penthouse E**

0 5' 10' 20' N 06Feb17

The unit square footage, layout and room or area dimensions on this floor plan are approximate within reasonable tolerances and based on construction drawings. The unit when built will be subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Room and area dimensions are measured from the exposed surfaces of the enclosing walls. Chase walls, shafts, cabinets and the like are not subtracted. A minor or immaterial inaccuracy in the actual square footage (i.e., overall floor area) or the actual size of individual rooms or areas of a unit when built from that shown on this floor plan shall not excuse the purchaser from completing the purchase of a unit without abatement in price or recourse against sponsor. Sponsor reserves the right to make changes to a unit in accordance with the offering plan.

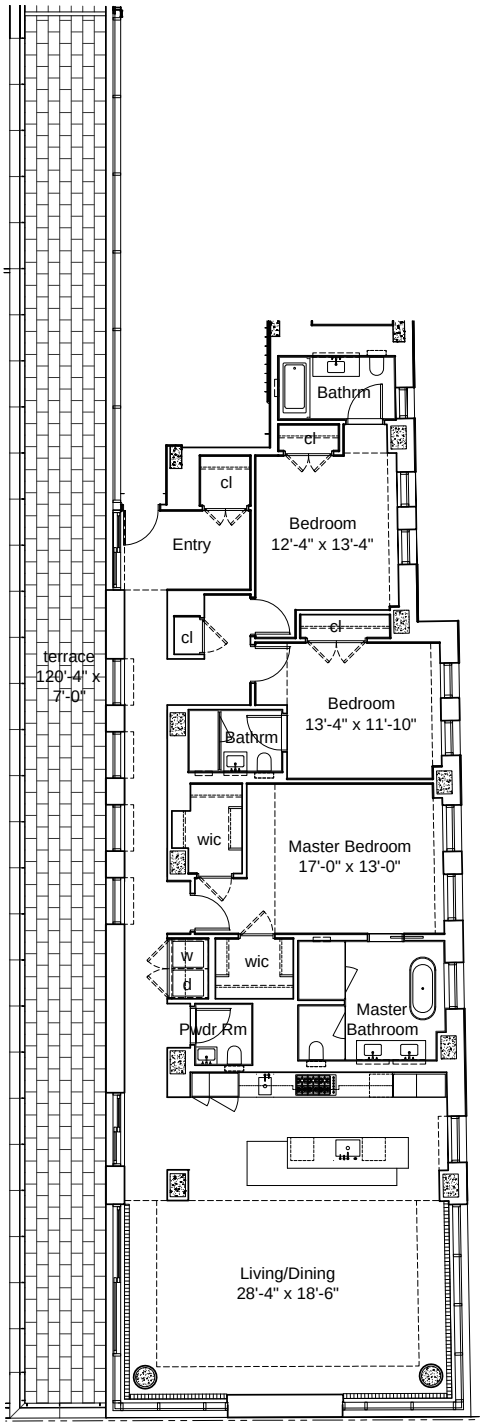
Key Plan



3 Bedrooms
3 Full Baths
1 Half Bath

Total Enclosed	**2,654 sf**
Terrace	1,016 sf
Unit Total	**3,670 sf**

Flr	Units							
12	PHD		PHF					
11	PHD		PHE					
10	PHA		PHB		PHC			
9	A	B	C	D	E		F	
8	A	B	C	D	E		F	
7	A	B	C	D	E		F	
6	A	B	C	D	E		F	
5	A	B	C	D	E	F	G	H
4	A	B	C	D	E	F	G	H
3	A	B	C	D	E	F	G	H
2	A	B	C	D	E	F	G	

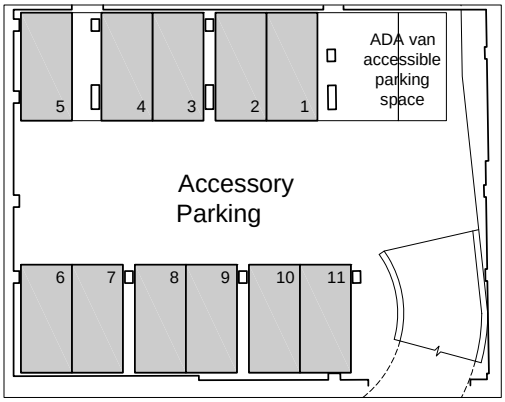


40 Bleecker Street **Penthouse F**

0 5' 10' 20' N 06Feb17

The unit square footage, layout and room or area dimensions on this floor plan are approximate within reasonable tolerances and based on construction drawings. The unit when built will be subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Room and area dimensions are measured from the exposed surfaces of the enclosing walls. Chase walls, shafts, cabinets and the like are not subtracted. A minor or immaterial inaccuracy in the actual square footage (i.e., overall floor area) or the actual size of individual rooms or areas of a unit when built from that shown on this floor plan shall not excuse the purchaser from completing the purchase of a unit without abatement in price or recourse against sponsor. Sponsor reserves the right to make changes to a unit in accordance with the offering plan.

Key Plan





Total Parking Space Area **153 sf**

40 Bleecker Street **Garage Parking Space Unit**

0 1' 3' 5' N 06Feb17

The unit square footage, layout and room or area dimensions on this floor plan are approximate within reasonable tolerances and based on construction drawings. The unit when built will be subject to normal construction variances and tolerances. The square footage exceeds the usable floor area. Room and area dimensions are measured from the exposed surfaces of the enclosing walls. Chase walls, shafts, cabinets and the like are not subtracted. A minor or immaterial inaccuracy in the actual square footage (i.e., overall floor area) or the actual size of individual rooms or areas of a unit when built from that shown on this floor plan shall not excuse the purchaser from completing the purchase of a unit without abatement in price or recourse against sponsor. Sponsor reserves the right to make changes to a unit in accordance with the offering plan.

CONDOMINIUM NO. _____

DECLARATION

Establishing a Plan for Condominium Ownership
of Premises known as

40 Bleecker Street Condominium

40 Bleecker Street
New York, NY 10012

Pursuant to Article 9-B of the Real Property Law
of the State of New York

Name: **40 BLEECKER STREET CONDOMINIUM**

Sponsor: **304 MULBERRY STREET OPERATING COMPANY, L.L.C.**

The land affected by the within instrument
lies in Section __, Block 521, FKA Lot 9

NKA Lots ____ - ____
on the tax map of the Borough of Manhattan
County of New York, City and State of New York

Date: _____, 201__

Record and return to:

CUTLER MINIKES & ADELMAN LLP
150 White Plains Road, Suite 106
Tarrytown, NY 10591
Attn: Richard B. Adelman, Esq.

TABLE OF CONTENTS

		Page
1.	Submission of Property.	F-3
2.	Location of Land.	F-3
3.	Description of Building.	F-3
4.	Name of the Condominium.	F-3
5.	The Units.	F-3
6.	Dimensions of the Units.	F-4
7.	Common Elements.	F-4
	A. General Common Elements.	F-4
	B. Residential Common Elements.	F-5
	C. Residential Limited Common Elements.	F-7
	D. Costs of Maintenance of Common Elements.	F-7
	E. Limits on Use of the Common Elements.	F-7
	F. Accessible Parking Space Lease; Storage Locker License Agreements.	F-7
8.	Determination of Common Interest.	F-8
9.	Use of the Units.	F-8
10.	Encroachments.	F-8
11.	Easements for the Enjoyment of the Common Elements.	F-8
12.	Alterations, Additions, Improvements and Changes to the Units.	F-10
13.	Acquisition of Units by the Condominium Board.	F-11
14.	Power of Attorney to the Condominium Board and Sponsor.	F-12
15.	Termination of the Condominium.	F-12
16.	Covenant of Further Assurances.	F-13
17.	Covenants to Run with the Land.	F-13
18.	Amendments to this Declaration.	F-14
19.	Consents of Sponsor and the Condominium Board.	F-15
20.	Persons to Receive Service.	F-15
21.	Incorporation by Reference.	F-15
22.	Waiver.	F-15
23.	Severability.	F-15
24.	Successors and Assigns.	F-16
25.	Definitions; Certain References.	F-16
26.	Captions.	F-16

Exhibit A - Property Description.	F-18
Exhibit B - Description of the Units.	F-20
Exhibit C - Definitions.	F-21
Exhibit D - By-Laws.	G-1
Exhibit E - Form of Unit Owner’s Power of Attorney.	

DECLARATION OF CONDOMINIUM

of

40 BLEECKER STREET CONDOMINIUM

(Pursuant to Article 9-B of the Real Property Law of the State of New York)

304 MULBERRY STREET OPERATING COMPANY, L.L.C., a Delaware limited liability company maintaining an office at c/o Broad Street Development, 80 Broad Street, 2nd Floor, New York, NY 10004 (hereinafter referred to as "Sponsor"), does hereby declare as follows:

1. Submission of Property. Sponsor hereby submits the Land, more particularly described in Exhibit A annexed hereto, together with the Building and improvements thereon erected owned by Sponsor in fee simple absolute, (the "Property") to the provision of Article 9-B of the Real Property Law of the State of New York (the "Condominium Act") in order to establish a regime of condominium ownership as more particularly set forth herein and in the By-Laws of the Condominium annexed hereto and made a part hereof.

2. Location of Land. The Land on which the Building is situated on the south side Bleecker Street and the east side of Mulberry Street in the Borough of Manhattan in the County of New York in the City and State of New York. See attached Exhibit A for property description.

3. Description of Building. The site contains one building consisting of twelve (12) stories. The 1st Floor will contain accessory spaces to the residential use including the Lobby accessed from the Bleecker Street. The balance of the area on the ground floor consists of the Commercial Unit. The second through twelfth floors consists of sixty-one (61) Residential Units. The cellar contains a garage parking area with eleven (11) Garage Parking Space Units and one (1) ADA van-accessible parking space, a storage room containing forty (40) storage lockers, and various recreational amenity, additional storage, mechanical and utility spaces.

4. Name of the Condominium. The Condominium shall be know as the **"40 BLEECKER STREET CONDOMINIUM."**

5. The Units.

A. Annexed hereto and made a part hereof as Exhibit B is a list of the Units in the Building, the Unit designations, tax lot numbers, locations (on the building facade), approximate area of the Units and Limited Common Elements, number of bedrooms and bathrooms, Common Elements to which each Unit has immediate access and percentage of interest in the Common Elements, all as shown on the floor plans of the Building certified by Rawlings Architects, P.C. (the "Floor Plans") filed in the office of the City Register, New York County, simultaneously with the recording of this Declaration as Condominium Plan No. _____.

B. Each Unit includes, and each Unit Owner shall be responsible for: (i) non-bearing interior walls and partitions (including sheet rock and plaster wall covering), flooring and wall coverings as may be affixed, attached or appurtenant to such Unit, (ii) smoke detectors and carbon monoxide detectors, (iii) all equipment, fixtures and appliances, including without limitation, plumbing, gas and heating fixtures and equipment such as heating, ventilating and air conditioning ("HVAC") units, including the fans inside the units and Facilities including but not limited to cooling towers located on General Common Elements that are dedicated to serving such Unit exclusively, (iv) all lighting and electrical fixtures or Facilities affixed, attached or appurtenant to a Unit and benefitting only such Unit exclusively, (v) any special equipment, fixtures or Facilities affixed, attached or appurtenant to the Unit, or betterments and improvements installed

by a Unit Owner other than Sponsor, to the extent located within a Unit and serving or benefitting only that Unit, and (vi) all other Facilities in the Building which exclusively serve or benefit or are exclusively necessary for the existence, maintenance, operation or safety of such Unit exclusively. Plumbing, gas and heating fixtures and equipment as used in the preceding sentence shall include exposed gas and water pipes from branch or fixture shut-off valves attached to fixtures, appliances and equipment and the fixtures, appliances and equipment to which they are attached, and any special pipes or equipment which a Unit Owner may install within a wall or ceiling, or under the floor, but shall not include gas, water or other pipes, conduits, wiring or ductwork within the walls, ceilings or floors.

C. Each Residential Unit also includes, and each Residential Unit Owner shall be responsible for: (a) the front entrance door and any other entrance doors to such Unit, (b) skylights and green house additions, if any, and the related installations with respect thereto, and (c) all cabinets, including, without limitation kitchen and bathroom cabinetry, and countertops within the Unit.

D. The Commercial Unit also includes, and the Commercial Unit Owner shall be responsible for: (a) doors, windows and storefronts appurtenant to the exterior of the Unit, including panes, casements and frames, and (b) the doors leading to such Unit from the vestibule or hallway and all other interior doors appurtenant to the Unit.

6. Dimensions of the Units. The approximate indoor floor area of each Unit has been measured horizontally from the exterior side of the Building Walls enclosing the Unit (but not beyond the property line), or from the midpoint of the interior Party Walls, separating the Unit from another Unit, or from the public side or mechanical space side of the interior Party Walls separating the Unit from a public corridor or stair, or a public elevator shaft, mechanical equipment spaces or any other Common Element. Columns, pipes and chases, mechanical shafts (whether along the perimeter or within the Unit) are not deducted from the square foot area of the Unit. The Garage Parking Space Units consist of the area contained within the painted lines of each Garage Parking Space Unit. The floor area of any Common Elements bordering or within a Unit (such as the Building Walls, public corridor walls, public stair walls, elevator shaft walls, vents, chase walls, conduits, ducts or pipes) have been included in the computation of the floor area of the Unit, but such Common Elements are not part of the Unit. The height of each Unit consists of the space measured vertically from the top of the concrete slab or deck comprising the Base Floor (located under the finished flooring and sub-flooring materials) to the underside of the upper drywall ceiling or concrete slab of the floor or roof above, comprising the Base Ceiling (located above the paint, skim coat or other ceiling finish material). Ceiling heights do not reflect dropped ceilings or coves in certain areas.

7. Common Elements. The Common Elements of the Condominium consist of the entire Property, including the Land and all parts of the Building, other than the Units. The Common Elements include General Common Elements, Residential Common Elements and Residential Limited Common Elements.

A. General Common Elements. Unless they are expressly included as part of a Unit, or as Residential Common Elements or Residential Limited Common Elements, the following will be included in the General Common Elements:

i. the Land on which the Building is erected and all other Land within the boundaries of the Property, including but not limited to the sidewalks contiguous to the Building, all other improved and unimproved areas not within the Units together with all easements, rights and privileges appurtenant thereto;

ii. all foundations, footings, columns, girders, floor joists, concrete slabs and ceilings, beams

and supports and interior load bearing walls, whether or not shown as cross-hatched on the Floor Plans except to the extent same are Residential Common Elements or Residential Limited Common Elements;

iii. all exterior walls of the Building, including any columns or other structural elements embedded therein, but excluding any sheet rock surface or other material facing on the Unit side of such walls, except to the extent same are Residential Common Elements or Residential Limited Common Elements;

iv. all walls and partitions separating the Commercial Unit from corridors, elevator shafts, stairs and other mechanical equipment spaces, except the sheet rock or other facing material on the Unit side thereof; the block work or studs (as the case may be) of all walls and partitions separating the Commercial Unit from any Residential Unit and the sheet rock or other facing material on the face of such wall within any corridor, elevator shaft, stair or mechanical equipment space, as the case may be;

v. all floor slabs and metal form floor deck or concrete floor slabs and all concrete or sheet rock ceilings but excluding any sheet rock or other facing materials on the Unit side thereof;

vi. the plumbing room, electrical room, tel/data room, portion of the hallway and southerly stairwell at the cellar level;

vii. the southerly stairwell and corridor to the common egress onto Mulberry Street at the Floor 1 level;

viii. all sewer pipes;

ix. all central and appurtenant installations for services such as power, light, gas, hot and cold water, heat, ventilation and air conditioning, compacting, chimneys and exhaust flues (including all pipes, ducts, chutes, wires, cables and conduits used in connection therewith, whether located in common areas or Units) and all other mechanical equipment and other utility distribution systems;

x. all central and appurtenant installations for communications and multimedia services such as telephone, television and internet access (including all pipes, ducts, chutes, wires, cables and conduits. Lines, telecommunications switchgear and public utility lines used in connection therewith, whether located in common areas or Units);

xi. all other parts of the Property and all apparatus and installations existing in the Building or on the Property for common use of the Commercial Unit and one or more Residential Units or necessary or convenient to the existence, maintenance or safety of the Property.

B. Residential Common Elements. Certain portions of the Common Elements are limited and restricted in use and benefit to the Residential Unit Owners, including as Garage Parking Space Unit Owners, subject to the right of the Board of Managers to enter upon any Residential Common Element to make structural repairs, improvements or replacements to said Residential Common Elements and subject to the By-Laws and Rules and Regulations of the Condominium. The Residential Common Elements include, without limitation, the following:

i. all cement block walls and partitions separating Residential Units from corridors, elevator

shafts, stairs and other mechanical equipment spaces, except the lath and/or plaster or sheet rock or other facing material on the Unit side thereof; the block work or studs (as the case may be) of all walls and partitions separating Residential Units and the plaster and lath or sheet rock on the face of such wall within any corridor, elevator shaft, stair or mechanical equipment space, as the case may be;

ii. the two passenger elevators (including elevator component parts, shafts, pits, equipment and machine rooms and equipment);

iii. all central and appurtenant installations for services such as power, light, telephone, television, gas, hot and cold water, heat and compacting (including all pipes, ducts, chutes, wires, cables and conduits used in connection therewith, whether located in common areas or in Units but excluding installations made by the owner or tenant of the Commercial Unit for their exclusive use) and all other mechanical equipment which exclusively service the Residential Units;

iv. all windows except windows that are part of the Commercial Unit;

v. the Residential Storage Room located at the cellar level, but the Storage Lockers within such Residential Storage Room shall be subject to Storage Locker License Agreements entered into between the Board of Managers and Unit Owners of the Condominium from time to time providing for the Unit Owners' use of such Storage Lockers as provided in the By-Laws;

vi. the ADA van-accessible parking space located in the garage at the cellar level, but such Accessible Parking Space shall be subject to an Accessible Parking Space Lease entered into between the Board of Managers and a Unit Owner of the Condominium from time to time providing for the Unit Owner's use of such Accessible Parking Space as provided in the By-Laws;

vii. all other portions of the cellar level that are not Garage Parking Space Units or General Common Elements including but not limited to the swimming pool, pool area, pool equipment room, pool storage room, fire pump room, superintendent's office, water closets, staff locker room, detention tank room, trash compactor room, residential amenity space, bicycle storage room, laundry room and accessory parking area including the area of the ADA van-accessible parking space;

viii. the residential section entrance on Bleecker Street, the exterior canopy, residential lobby, package rooms, vestibules, passages, corridors, stairs and stairways, including all fire stairs located on the cellar and first floor and above of the Building;

ix. the open recreational space consisting of the inner court/rear yard located on the eastern portion of the 2nd Floor level;

x. all fences that separate any Private Terrace appurtenant to one Unit from the Private Terrace appurtenant to another Unit;

xi. all roof, terrace and yard areas, except those that are Residential Limited Common Elements;

xii. all bulkheads, leaders and roof drains; and

xiii. all Facilities and all other parts of the Property and all apparatus, installations, systems, equipment and facilities in the Building which serve or benefit all or a combination of the Residential Units or Garage Parking Space Units solely.

C. Residential Limited Common Elements. Certain portions of the Common Elements are limited and restricted in use to specific Unit Owners, or may be made limited and restricted in use to specific Unit Owners as may be provided in amendments to this Declaration, subject to the right of the Board of Managers to enter upon any Residential Limited Common Element to make structural repairs, improvements or replacements to said Residential Limited Common Elements and subject to the By-Laws and Rules and Regulations of the Condominium. The Residential Limited Common Elements include, without limitation, the following, which shall be for the exclusive use of such Unit Owner, and such Owners' tenants, guests and invitees: any private terrace to which a Unit has sole access. To the extent permitted by law, if the size or configuration of a Unit is changed in compliance with this Declaration and the By-Laws and, in connection therewith, a wall, space, or other area forming a part of the Common Elements servicing and benefitting only such Unit is razed or incorporated in the Unit, then such Common Element shall be deemed for the exclusive use and benefit of the owner of such Unit and the Unit's Common Interest will remain unchanged.

D. Costs of Maintenance of Common Elements. The cost of maintenance, repair and replacement of Common Elements, including, but not limited to Residential Common Elements and Residential Limited Common Elements, shall be borne by all Unit Owners as a Common Expense of the Condominium, in proportion to their respective interest in the Common Elements and will be included in the Common Charges. Notwithstanding the foregoing, pursuant to Section 339-m of the Condominium Act, certain costs and expenses, including costs and expenses relating to Residential Common Elements and Residential Limited Common Elements, have been specially allocated and apportioned based on special or exclusive use or availability or exclusive control of common areas by particular Unit Owners, as set forth in Article V of the By-Laws.

E. Limits on Use of the Common Elements. The Common Elements may not be divided. There shall be no partition or division of any Common Element, except as provided in this Declaration and the By-Laws, nor shall there be any alteration of the Common Interest appurtenant to each Unit without the unanimous consent of all affected Unit Owners except as permitted, as provided in this Declaration, in connection with the addition or expansion of Units by Sponsor or its designees or the Commercial Unit Owner. The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units. Any recreational use of Amenity Facilities, including any roof terraces that are not Residential Limited Common Elements, shall be subject to rules and restrictions as may be adopted by the Condominium Board from time to time in its sole discretion to modify, limit, condition or eliminate such use.

F. Accessible Parking Space Lease; Storage Locker License Agreements. The Board of Managers shall be obligated to enter into an Accessible Parking Space Lease or Storage Locker License Agreement with any Unit Owner designated by the Sponsor as provided and on the terms and conditions set forth in the Plan and thereafter with the permitted assignee of the Accessible Parking Space Lease or Storage Locker License Agreement from a Unit Owner as provided in the Accessible Parking Space Lease or Storage Locker License Agreement and the By-Laws. Upon the expiration or sooner termination of the Accessible Parking Space Lease or a Storage Locker License Agreement, whether by expiration, termination by reason of the sale or other transfer of a Unit, termination by reason of the default of the tenant- or licensee-Unit Owner as provided in the Accessible Parking Space Lease or Storage Locker License Agreement, or

surrender of the space, the Condominium Board will have the right to determine the future use of the Accessible Parking Space or such Storage Locker, including without limitation the right to issue a new Accessible Parking Space Lease or Storage Locker License Agreement for such consideration and under such terms as the Condominium Board may determine, to leave the Accessible Parking Space or Storage Locker unassigned and available to residents, or for any other use and purpose in the Condominium Board's sole discretion.

8. Determination of Common Interest. The respective percentage interest of each Unit in the Common Elements has been determined based upon floor space subject to location of such space and additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for the exclusive or shared use and the overall dimensions of the particular Unit. The aggregate common interest for all Units is 100%.

9. Use of the Units. As more particularly set forth in the By-Laws, the Residential Units may be used only as residences and professional and ancillary business uses as permitted by law, except that Sponsor or its designees may, without the permission of the Board of Managers, use one or more Units as model apartments and offices for selling, renting, management, operation and promotion of the Units owned by Sponsor or its designees or for any lawful purpose. The Commercial Unit and any Units resulting from the subdivision thereof may be used for retail business, commercial and professional purposes or any other lawful purpose in the sole discretion of Sponsor or other owner of the Commercial Unit.

10. Encroachments. If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements as a result of construction of the Building, or if any encroachment shall occur hereafter as a result of (a) settling or shifting of the Building, or (b) alteration or repair to the Common Elements made by or with the consent (when required by the By-Laws) of the Board of Managers or made by a Unit Owner in accordance with this Declaration or the By-Laws, or (c) repair or restoration of the Building (or any portion thereof) of a Unit or of the Common Elements after damage or destruction by fire or other casualty, or (d) condemnation or eminent domain proceedings of all or any portion of the Building or a Unit or the Common Elements, then in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building shall stand, provided that the creation of such encroachment was not intentional and that it does not materially impair the utilization of the portion of the Building encroached upon for its intended and assigned purpose.

11. Easements for the Enjoyment of the Common Elements. Subject to the terms of the By-Laws and the Rules and Regulations:

A. Each Unit Owner (including Sponsor, as long as Sponsor owns any Unit, and Sponsor's designees and the Commercial Unit Owner) shall have an easement, in common with all the other Unit Owners, for ingress and egress through, and for the reasonable use and enjoyment of, all the Common Elements, except the Residential Common Elements and Residential Limited Common Elements appurtenant to the other Units. Notwithstanding the foregoing restriction as to Residential Common Elements and Residential Limited Common Elements: the Commercial Unit Owner shall have an easement for emergency/fire egress through the Residential Common Elements on the Cellar and Ground Floor levels. The Common Elements shall be subject to such easement, for the reasonable purposes for which they are intended but without encroaching upon the rights of other persons to do so.

B. Each Residential Unit Owner (including Sponsor, as long as Sponsor owns any Residential Unit, and Sponsor's designees) shall have an easement, in common with all the other Residential Unit Owners, for ingress and egress through, and for the reasonable use and enjoyment of, all the Residential

Common Elements, and such Residential Common Elements shall be subject to such easement, for the reasonable purposes for which they are intended but without encroaching upon the rights of other persons to do so.

C. Each Unit Owner shall have, in common with all other Unit Owners, an easement to use any of the Common Elements and all Facilities, whether or not Common Elements, located in, over, under, through, adjacent to, or upon any other Unit or the Common Elements to the extent that such Common Element and Facilities serves, or is necessary to the service of, his Unit, and each Unit and all of the Common Elements shall be subject to such easement.

D. The Condominium Board shall have an easement and a right of access to each Unit and to the Common Elements and all Facilities therein to inspect the same, to remove violations therefrom and to install, operate, maintain, repair, alter, rebuild, restore and replace any of the Common Elements and Facilities located in, over, under, through, adjacent to, or upon the same, and each Unit and the Common Elements shall be subject to such easement and right of access.

E. Each Unit shall have an easement of subjacent support and necessity and such easements shall be subject to the same easements in favor of all of the other Units and the Common Elements.

F. Each Unit Owner whose Unit has one or more of the appurtenant Residential Limited Common Elements shall have an exclusive easement for the use thereof.

G. The Sponsor or its designees shall have an easement, without the permission of the Board of Managers, to erect upon the Common Elements and maintain Facilities from any Unsold Unit which may be necessary or desirable in connection with any lawful use of such Unsold Unit, and any replacement thereof, provided that such Facilities comply with all applicable laws and municipal regulations. All costs for such Facilities and any necessary permits therefore shall be the responsibility of such Unit Owner.

H. The Commercial Unit Owner shall have an easement, without the permission of the Board of Managers, to erect upon the Common Elements including the Residential Common Elements and Maintain such Facilities, including but not limited to HVAC equipment, including cooling towers, and chimneys or exhaust flues from any store within the Commercial Unit which may be necessary or desirable in connection with any lawful use of the Commercial Unit, and any replacement thereof, provided that such Facilities, including such HVAC equipment, chimney or exhaust flue, complies with all applicable laws and municipal regulations. All costs for such Facilities, including such chimney or exhaust flue, and any necessary permits therefore shall be the responsibility of the Commercial Unit Owner.

I. The Commercial Unit Owner shall have an easement, without the permission of the Board of Managers, to use the sidewalks adjacent to the Building on Mulberry Street and Bleecker Street for purposes permitted by law, provided that such use of the sidewalk complies with all applicable laws and municipal regulations, and neither the Board of Managers nor any other Unit Owner shall have any interest in any rent or other compensation that the Commercial Unit Owner may receive in connection therewith. All costs for such use of the sidewalk shall be the responsibility of such Commercial Unit Owner.

J. The Commercial Unit Owner shall have the right to maintain, erect, alter, repair or replace from time to time, at its sole discretion and without the permission of the Board of Managers, exterior signage in the customary form used for such commercial establishments provided that such signs comply with all applicable laws and municipal regulations. All costs for such signs and any necessary permits therefore shall be the responsibility of such Commercial Unit Owner.

K. Sponsor or its designees and the Commercial Unit Owner shall have an easement, without being subject to any fee or charge (i) to maintain a sales office and/or model Units, (ii) to erect and Maintain from time to time, including but not limited to the right, to the extent not prohibited by law, to use one or more portions of the Common Elements, as designated by Sponsor, in its discretion, one or more freestanding and other selling, directional and informational signs on the Property as it deems necessary for the purposes of advertising the sale or lease of Units of such size and content as Sponsor shall determine, in, on about and adjacent to the Building (including on the exterior walls thereof) and the Property, (iii) to use any Amenity Facilities for exhibitions, events, promotional functions in connection with its sales programs for Unsold Units, and (iv) for access to Units and Common Elements consistent with the purposes of the Plan, as same may be amended, and Sponsor's rights and obligations thereunder, including, without limitation, the right to develop, Maintain, offer, sell and lease Units, together with their interest in the Common Elements, and such easement shall continue until such time as there are no Unsold Units as to the Sponsor or its designees, and at all times as to the Commercial Unit Owner.

L. Sponsor or its designees, assignees and licensees shall have, and the Units and Common Elements shall be subject to, an easement, (a) to install, utilize, operate and Maintain communications antennas, satellite dishes, switchgear and similar equipment on the roofs, facade and cellar of the Building and elsewhere on the Common Elements and the conduit and other Facilities relating thereto, other than those portions of the roof which constitute Residential Limited Common Elements and to retain any and all income derived therefrom, and (b) to maintain any encroachment on any Unit, or any Common Elements or elsewhere on the Property resulting from the installation, operation, Maintenance thereof. Sponsor shall be entitled to assign, lease, license or otherwise transfer its rights with respect to the foregoing easements and neither the Condominium nor any other Unit Owner shall be entitled to any portion of fees, compensation or other profits received by Sponsor, its designees, assignees, tenants, licensees or transferees for the use of the aforesaid easements or equipment. Any communications antennas, satellite dishes, switchgear, equipment or other facilities placed upon the roof, facade and cellar of the Building and elsewhere on the Common Elements by Sponsor, its designees, assignees, tenants, licensees or transferees shall be the exclusive property of Sponsor, its designees, assignees, tenants, licensees or transferees and neither the Condominium nor any other Unit Owners shall have any rights with respect thereto.

M. The easements and rights of access granted in this Section 11 shall be exercised in such manner as will not unreasonably interfere with the use of the Units for their permitted purposes. Such entry shall be permitted on not less than one (1) day's notice, except that no such notice shall be required in the event of any repair or replacements immediately necessary for the preservation or safety of the Building, for the safety of the occupants therein, or to avoid the suspension of necessary service of the Building. The user of any easement granted in this Section 11 shall have the responsibility of repairing any damage resulting therefrom. No fee or charge may be imposed by the Board of Managers for any easement granted herein.

N. The Board of Managers shall have the right to grant such additional electric, gas, steam and other utility easements or relocate any existing utility easements as it shall deem necessary or desirable for the proper operation and maintenance of the Building or any portion thereof; provided that such additional utilities or the relocation of existing utilities will not unreasonably interfere with the permitted uses of the Units.

12. Alterations, Additions, Improvements and Changes to the Units.

A. Each Unit Owner will be responsible at his sole cost and expense for maintaining and repairing his Unit. Except as set forth in Section 12B and 12C below, no Unit Owner shall make any structural alteration, addition or improvement in or to his Unit or its appurtenant Residential Limited Common Elements, whether structural or nonstructural, including subdividing the Unit and altering the

boundary walls between any two Units, and if appropriate, reapportioning among the subdivided Unit affected by such subdivision their percentage interests in the Common Elements without the prior written approval of the Condominium Board and further provided that (a) the Unit Owner shall comply with all applicable laws, ordinances and regulations, and the By-Laws, (b) the percentage interest in the Common Elements of any other Unit is not affected unless Sponsor or the owner of such affected Unit shall consent thereto and (c) the Unit Owner shall agree to hold the Condominium Board and all other Unit Owners harmless from any liability arising therefrom. All responsibility with respect to any such alteration, addition or improvement shall remain with the Unit Owner until conveyance of the Unit, at which time such responsibility shall pass to and be assumed by the transferee and the successors and assignees of such transferee.

B. Sponsor or its designees and every subsequent owner of the Commercial Unit shall have the right, without the consent of the Board of Managers or other Unit Owners or the holders of Unit mortgages to: (i) make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon the Commercial Unit; (ii) subdivide the Commercial Unit into separate Units and combine Units resulting from the subdivision of the Commercial Unit into single Units; (iii) alter boundary walls between one or more of the subdivided Commercial Units; and (iv) apportion among the subdivided or combined Commercial Unit their appurtenant interest in the Common Elements; provided, however, that in each instance the Commercial Unit Owner(s) shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom. The provisions of this subparagraph (B) may not be amended, added to or deleted, without the consent of the Owner of the Commercial Unit and, if applicable, the Owners of the Units arising from the subdivision of the Commercial Units. All responsibility with respect to any such alteration, addition or improvement shall remain with the Commercial Unit Owner until conveyance of the Unit, but shall not pass to or be assumed by the transferee and the successors and assignees of such transferee.

C. Sponsor or its designees shall have the right, without the consent of the Board of Managers, other Unit Owners or holders of Unit mortgages, to: (i) make alterations, additions or improvements, structural and non-structural, ordinary and extraordinary, interior and exterior, in, to and upon any Residential Unit owned by it; (ii) change the layout and/or number of rooms in such Units (iii) change the size and/or number of such Residential Units by subdividing a Unit, combining separate Units (including those resulting from such subdivision or otherwise) into one or more Residential Units, altering the boundary walls between Units or otherwise; and (iv) reapportion among such Residential Units affected by such change their appurtenant interests in the Common Elements; provided however, that in each instance Sponsor or its designees shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Board of Managers and all other Units Owners harmless from any liability arising therefrom. The provisions of this subparagraph (C) may not be amended, added to or deleted, without the consent of the Sponsor or its designees as owners of all Residential Units. All responsibility with respect to any such alteration, addition or improvement shall remain with Sponsor until conveyance of the Unit, but shall not pass to or be assumed by the transferee and the successors and assignees of such transferee.

13. Acquisition of Units by the Condominium Board. If (a) any Unit Owner surrenders his Unit, together with its Appurtenant Interests, to the Condominium Board pursuant to the terms of the By-Laws or of section 339-x of the Condominium Act; or (b) the Condominium Board, pursuant to the terms of the By-Laws or otherwise, either (i) acquires or leases a Unit, together with its Appurtenant Interests, or (ii) purchases a Unit, together with its Appurtenant Interests, at a foreclosure or other similar sale, then, in any such event, title or the leasehold estate, as the case may be, in and to any such Unit and its Appurtenant Interests shall be held by the Condominium Board or its designee, corporate or otherwise, on behalf of all

Residential Unit Owners, in proportion to their respective Percentage of Residential Interest. The lease covering any Unit leased by the Board of Managers, or its designee, corporate or otherwise, shall be held by the Board of Mangers or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, in proportion to their respective Percentage of Residential Interest.

14. Power of Attorney to the Condominium Board and Sponsor.

A. Each Unit Owner, by acceptance of a deed or otherwise, succeeding to title to a Unit shall be deemed to have nominated, constituted and appointed the Condominium Board as such Unit Owner's attorney-in-fact, which power is irrevocable and coupled with an interest and with power of substitution, (a) to acquire any Unit, together with its Appurtenant Interest, whose Owner desires to sell, convey, transfer, assign, or surrender the same or which becomes the subject of a foreclosure or other similar sale, in the name of the Board or its designees on behalf of all Unit Owners; (b) to convey, sell, lease, mortgage or otherwise deal with any such Unit so acquired; and (c) to execute, acknowledge and deliver (i) any declaration or other instrument affecting the Condominium which the Condominium Board deems necessary or appropriate to comply with any law or regulation applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Condominium or (ii) any consent, covenant, restriction, easement, or declaration, or any amendment thereto, affecting the Condominium or the Common Elements that the Condominium Board deems necessary or appropriate or as may be required under this Declaration or the By-Laws, or (iii) any tax protests or tax certiorari proceedings affecting the Units.

B. Each Unit Owner, by acceptance of a deed or otherwise, succeeding to title to a Unit shall be deemed to have nominated, constituted and appointed the Sponsor as such Unit Owner's attorney-in-fact, which power is irrevocable and coupled with an interest and with power of substitution, to amend from time to time the Declaration, By-Laws and the Rules and Regulations of the Condominium, or any of said documents, when such amendment shall be required to reflect any changes in Unsold Units or the Commercial Unit and/or the reapportionment of the Common Interests of the affected Unsold Units or the Commercial Unit resulting therefrom made by Sponsor or its designees in accordance with Article 12 of the Declaration or (2) shall be required by (a) an Institutional Lender designated by Sponsor to make a mortgage loan secured by a mortgage on any Unit, (b) any governmental agency having regulatory jurisdiction over the Condominium, or (iii) any title insurance company selected by Sponsor to insure title to any Unit; provided, however, that any amendment made pursuant to the terms of subdivision (a) or (b) of this paragraph shall not (i) change the Common Interest of any other Unit Owner's Unit, (ii) require a material, physical modification to any other Unit Owner's Unit, or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an Institutional Lender covering any Unit Owner's Unit unless such Unit Owner (in the event described in subdivision (i) or (ii) of this paragraph) or the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto, including by joining in the execution of such amendment if requested by the Sponsor or its designee.

C. In confirmation of the foregoing power of attorney, each Unit Owner, upon the request of the Condominium Board or the Sponsor or its designees or Commercial Unit Owner as applicable, shall duly execute, acknowledge and deliver to the requesting party, for recording in the Register's Office, a Unit Owner's Power of Attorney in the form set forth as Exhibit E to this Declaration.

15. Termination of the Condominium. The Condominium shall continue until (a) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in the By-Laws or (b) such time as withdrawal of the Property from the provisions of the Condominium Act if authorized by a vote of eighty (80%) percent or more in aggregate Common Interest of all Unit Owners. No such vote under clause (b) in the preceding sentence shall be effective without the written consent (which consent shall be not unreasonably withheld or delayed) of the Mortgage Representatives, if any. In the event said withdrawal is

authorized as aforesaid, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective Common Interest, provided, however, that 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 net proceeds all liens of his Unit, in the order of priority of such liens.

16. Covenant of Further Assurances.

A. 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, 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, including to effectuate rights or easements reserved to Sponsor or its designees or the Commercial Unit Owner, whether with or without consent of the Board of Managers.

B. If any Unit Owner or any other party subject to the terms of this Declaration fails or refuses to execute, acknowledge or deliver any instrument, or fails or refuses, within 10 days after request therefor, to take any action which such Unit Owner or party is required to take pursuant to this Declaration, then the Condominium Board is hereby authorized as attorney-in-fact for such Unit Owner or other party, which power shall be deemed to be coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner or other party, and such document or action shall be binding on such Unit Owner or other party.

17. Covenants to Run with the Land.

A. All provisions of this Declaration and By-Laws including, without limitation, the provisions of this Section 17 shall, to the extent applicable and unless otherwise expressly herein or herein 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 or any part thereof, or interest therein, and his or her heirs, executors, administrators, legal representatives, successor and assigns, but the same are not intended to create, nor shall they be construed as creating, any rights in or for the benefit of the general public. All present and future Owners and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and the By-Laws, as they may be amended from time to time. The acceptance of title or conveyance or the entering into a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration and By-Laws, as they may be amended from time to time, are accepted and ratified by such Owners or occupants, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

B. 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 provisions 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 laws to the extent permitted under such

applicable laws with the same force and effect as if immediately after the recording of this Declaration and the By-Laws, 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.

18. Amendments to this Declaration.

A. Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions or deletions affecting Sponsor or its designees or the Commercial Unit Owner, any provision of this Declaration may be added to, amended, modified or deleted by the vote of at least sixty-six and two-thirds percent (66-2/3%) in number and in Common Interest of all Unit Owners taken in accordance with the provisions of the By-Laws.

B. Notwithstanding anything herein to the contrary, in the event that the interest of Sponsor or its designees or the Commercial Unit Owner is adversely affected by any such proposed amendment, modification, addition or deletion, or any of the rights, powers, easements, privileges or benefits reserved to Sponsor or its designees or the Commercial Unit Owner are eliminated, changed or impaired thereby, then this Declaration shall not be amended without the written consent of Sponsor or its designees or the Commercial Unit Owner. In the event the allocation of Common Interest appurtenant to a Unit Owner's Unit is altered, then this Declaration shall not be amended without the consent of the affected Unit Owner.

C. Except as provided in this Section 18 with regard to the right of Sponsor or its designees or the Commercial Unit Owner to amend this Declaration: (i) in the event that the interest any Unit Owner is otherwise adversely affected by any such proposed amendment, modification, addition or deletion, or any of the rights, powers, easements, privileges or benefits reserved to a Unit Owner are eliminated, changed or impaired thereby, then this Declaration shall not be amended without the written consent of the affected Unit Owner, and (ii) no amendment, modification, addition, or deletion pursuant to Section 18A which adversely affects the lien of any mortgage on a Unit shall be effective without the written consent of the affected Permitted Mortgagees, if any, which consent shall not be unreasonably withheld or delayed.

D. No amendment, modification, addition, or deletion shall be effective until recorded in the Register's Office. Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions or deletions affecting Sponsor or its designee or the Commercial Unit Owner, any such amendment, modification, addition or deletion shall be executed by the Condominium Board as attorney-in-fact for the Unit Owners, which power shall be deemed to be coupled with an interest, and the Condominium Board is hereby authorized by such Unit Owners so to act as their attorney-in-fact. Notwithstanding anything to the contrary set forth above, to the extent that Sponsor or its designee or the Commercial Unit Owner has the right under this Declaration or the By-Laws to amend the Declaration without the consent of any other Unit Owner or the Condominium Board, then such Unit Owner is authorized as attorney-in-fact for the Unit Owners, coupled with an interest and with power of substitution, to execute such amendment. Any amendment to this Declaration, whether on behalf of the Unit Owners or by the Condominium Board, may be executed by any President, Vice President and the Secretary or an Assistant Secretary of the Condominium, or where a Unit Owner is authorized herein to act as attorney-in-fact, by such Unit Owner. If the Amendment requires the approval of a specific percentage of Unit Owners pursuant to the terms of this Declaration or the By-Laws, then there shall be attached to such amendment an original executed Secretary's Certificate, certifying that the requisite number and percentage of Unit Owners approved the amendment at a duly constituted meeting or (when permitted in this Declaration or the By-Laws) in writing without a meeting, in which Certificate shall be described the number and percentage of Unit Owners so consenting and (if voted upon at a meeting) the date and time of the meeting.

E. Sponsor or its designees or the Commercial Unit Owner hereby reserves the right to amend

or, on request of Sponsor or its designees or the Commercial Unit Owner to require the Board of Managers to duly execute and record, in the City Register's Office, and elsewhere if required by law, an amendment or amendments to this Declaration (together with such other documents, plans and maps as may be required to effectuate same), at any time, without the requirement of a vote and without the approval or consent of any Unit Owner, mortgagee or Mortgage Representatives, for the purposes of: (i) changing the designation, the approximate square foot area and the number of rooms in an unsold Unit, (ii) documenting any changes to the Commercial Unit or any Residential Unit permitted pursuant to Sections 12B or 12C of this Declaration, or (iii) making insubstantial changes to this Declaration or changes that would eliminate, change or impair any of the rights, powers, easements, privileges or benefits reserved to a Unit Owner but in a manner that is not adverse to such Unit Owner or to a degree that is not material. Sponsor or its designees or the Commercial Unit Owner may amend this Declaration to correct or supplement any mathematical mistakes, inconsistencies or scrivener errors. All expenses in connection with the preparation, recording and filing of any such amendment shall be paid by Sponsor or its designees or the Commercial Unit Owner, as applicable.

F. Amendments, modifications, additions or deletions of or to this Declaration are subject in all respects to Article 11 of the By-Laws, which is incorporated herein by reference.

G. The provisions of this Sections 12B or 12C or this Article 18 of the Declaration may not be amended or deleted in whole or in part without the consent of Sponsor or its designees or the Commercial Unit Owner so long as Sponsor or its designees or the Commercial Unit Owner owns any Unit.

19. Consents of Sponsor, Commercial Unit Owner and the Condominium Board. Wherever the consent, approval, satisfaction, or permission of Sponsor or its designees or the Commercial Unit Owner is required under this Declaration or the By-Laws, such consent, approval, satisfaction, or permission shall not be required when Sponsor or such designee no longer owns any Units. All consents required to be given by Sponsor or the Condominium Board shall be given in writing. Wherever the consent, approval, satisfaction or permission of Sponsor or its designees is required, the granting of such consent, approval, permission or acknowledgment of satisfaction shall be solely in the discretion of the party whose consent, approval, satisfaction or permission is required and no standard of reasonableness shall be imposed on such party.

20. Persons to Receive Service. The Secretary of State of the State of New York is hereby designated as agent to receive service of process in any action which may be brought against the Condominium.

21. 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 table of definitions annexed hereto as Exhibit C; (iv) the By-Laws annexed hereto as Exhibit D; (v) the Unit Owner's Power of Attorney annexed hereto as Exhibit E; and (vi) the Floor Plans are, by this reference, each incorporated herein and made a part of this Declaration as if the same were set forth at length in the text hereof.

22. 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.

23. Severability. Subject to the provisions of Section 17B, if any provision of this Declaration is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Declaration and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Declaration shall, except as otherwise herein provided, be valid and enforced

to the fullest extent permitted by law.

24. Successors and Assigns. The rights and/or obligations of Sponsor as set forth herein shall inure to the benefit of, and shall be binding upon, any successor or assignee of Sponsor or, with consent of Sponsor, any transferee of any or all of the then Unsold Units. Subject to the foregoing, Sponsor shall have the right, at any time, in its sole discretion, to assign or otherwise transfer its interest herein, whether by merger, consolidation, lease, assignment, or otherwise.

25. Definitions; Certain References.

A. All terms used in this Declaration and the By-Laws shall have the meanings set forth on Exhibit C annexed hereto.

B. 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.

C. The terms "herein" 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.

D. Unless otherwise stated, all referenced herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Declaration.

26. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof.

[Signature on the following page]

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed as of _____, 201__.

304 MULBERRY STREET OPERATING COMPANY, L.L.C.

By:_____

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the ___ day of _____ in the year 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 individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Exhibit A to
The Declaration of

40 BLEECKER STREET CONDOMINIUM
40 Bleecker Street
New York, NY 10012

PROPERTY DESCRIPTION

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Manhattan, City, County and State of New York, being more particularly bounded and described as follows:

PARCEL A

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH OF MANHATTAN, CITY, COUNTY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE CORNER FORMED BY THE INTERSECTION OF THE SOUTHERLY LINE OF BLEECKER STREET WITH THE EASTERLY LINE OF MULBERRY STREET;

RUNNING THENCE SOUTHERLY, ALONG THE EASTERLY LINE OF MULBERRY STREET, 120 FEET 6 INCHES TO AN ANGLE POINT THEREIN;

THENCE STILL SOUTHERLY, ALONG THE EASTERLY LINE OF MULBERRY STREET 47 FEET 11-¾ INCHES;

THENCE EASTERLY, ALONG A LINE FORMING AN ANGLE OF 89° 35' 40" ON ITS NORTHERLY SIDE WITH THE EASTERLY SIDE OF MULBERRY STREET, 83 FEET 0-¾ INCHES;

THENCE NORTHERLY, ALONG A LINE FORMING AN ANGLE OF 89° 15' 10" ON ITS WESTERLY SIDE WITH THE PRECEDING COURSE, 169 FEET 8-½ INCHES TO A POINT IN THE SOUTHERLY LINE OF BLEECKER STREET;

THENCE WESTERLY, ALONG THE SOUTHERLY LINE OF BLEECKER STREET, 80 FEET 2 INCHES TO THE POINT OR PLACE OF BEGINNING.

PARCEL B

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH OF MANHATTAN, CITY, COUNTY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EASTERLY LINE OF MULBERRY STREET DISTANT 88 FEET 11-¼ INCHES NORTHERLY FROM THE CORNER FORMED BY THE INTERSECTION OF THE EASTERLY LINE OF MULBERRY STREET WITH THE NORTHERLY LINE OF EAST HOUSTON STREET;

RUNNING THENCE EASTERLY, ALONG A LINE FORMING AN ANGLE OF 89° 35' 40" ON ITS NORTHERLY SIDE WITH THE EASTERLY LINE OF MULBERRY STREET, 83 FEET 0-¾

INCHES;

THENCE NORTHERLY, ALONG A LINE FORMING AN ANGLE OF 89° 15' 10" SECONDS ON ITS WESTERLY SIDE WITH THE PRECEDING COURSE, 0 FEET 0-½ INCHES;

THENCE WESTERLY, ALONG A LINE FORMING AN ANGLE OF 90° 44' 50" SECONDS ON ITS SOUTHERLY SIDE WITH THE PRECEDING COURSE, 83 FEET 0-¾ INCHES TO A POINT IN THE EASTERLY LINE OF MULBERRY STREET;

THENCE SOUTHERLY, ALONG THE EASTERLY LINE OF MULBERRY STREET, 0 FEET 0-½ INCHES TO THE POINT OR PLACE OF BEGINNING.

PREMISES KNOWN AS 40 BLEECKER STREET, NEW YORK, NY 10012
AND ALSO KNOWN AS 304-309 MULBERRY STREET, NEW YORK, NY 10012.

Exhibit B to
The Declaration of

40 BLEECKER STREET CONDOMINIUM

DESCRIPTION OF THE UNITS

Unit Desig-nation	Tax Lot No.	No. Bedrooms/ Bathrooms	Location (Building Façade)	Floor	Interior Unit Area	Exterior Area (Limited Common Elements)	Total Unit Area	Percentage of Common Interest	Percentage of Residential Interest
Residential Units									
[To be completed prior to recording Condominium Declaration]									
Residential Units Total									
Garage Parking Space Units									
[To be completed prior to recording Condominium Declaration]									
Garage Parking Space Units Total									
Commercial Unit									
Comm									
GRAND TOTAL									

All Units have access to access to General Common Elements including the sidewalks contiguous to the Building. All Residential Units have access to Residential Common Elements, including the residential lobby and entrance, hallways, fire stairs, elevators, residential storage areas in the cellar and residential common roof terrace on the Floor 2 level. The Commercial Unit shares access to General Common Elements, including the sidewalks and the southerly fire stair at the cellar and Floor 1 level and egress to Mulberry Street on the Floor 1 level.

Exhibit C to
The Declaration of

40 BLEECKER STREET CONDOMINIUM

DEFINITIONS

1. "Amenity Facilities" shall mean portions of the building, including Common Elements and any areas of the building that have been designated to provide services or benefits to Residential Unit Owners and residents.

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

3. "Building" shall mean the structure and improvements including above and below ground segments, known as 40 Bleecker Street, New York, NY 10012 in which the Units and the Condominium are located.

4. "By-Laws"shall mean the By-Laws of the Condominium, which are annexed to the Declaration, as the same may be amended from time to time pursuant to the terms thereof.

5. "Closing of Title" shall mean the date upon which a deed for a Unit is first issued and/or the date a Unit and its appurtenant Common Interest are conveyed pursuant to a Purchase Agreement.

6. "Commercial Limited Common Elements" shall mean those certain portions of the Land and the Building (other than the Units) that are to be used by the Commercial Unit Owner to the exclusion of all other Unit Owner, as may be so designated by the Board of Managers with the consent of Unit Owners as provided in Section 2.2(U) of the By-Laws.

7. "Commercial Member" shall mean the member of the Board of Managers designated or elected from time to time as provided in the By-Laws by the Commercial Unit Owner.

8. "Commercial Unit" means the Unit designated as the Commercial Unit in the Declaration and the Floor Plans, together with its appurtenant Common Interest, and any Unit resulting from the subdivision thereof.

9. "Commercial Unit Owner" shall mean the Person who holds fee title, of record, to a Commercial Unit at the time in question.

10. "Common Elements" shall mean, collectively, the General Common Elements, the Residential Limited Common Elements and the Residential Common Elements, and shall consist of all parts of the Property other than the Units.

11. "Common Charges" or "Assessments" shall mean the charges allocated and assessed by the Condominium Board to all the Unit Owners, pro-rata in accordance with their respective Common Interest or Percentage of Residential Interest, as applicable (except as otherwise provided in the Declaration or in the By-Laws), to meet the Common Expenses.

12. "Common Expenses" shall mean all costs and expenses to be incurred generally by the Unit Owners pursuant to the Declaration and/or the By-Laws in connection with: (i) the Maintenance or operation of the Common Elements; (ii) the provision of services and Facilities for all or a combination of Units or Unit Owners; (iii) the establishment and/or maintenance of a general operating reserve, or a reserve fund or working capital fund for working capital, for replacements with respect to the Common Elements, or to make up any deficit in the Common Charges for any prior year(s); (iv) the purchase, lease, or sublease by the Condominium Board or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, of any Unit whose owner has elected to sell, lease, transfer, or convey the same or that is to be sold at a foreclosure or other sale; and (v) generally, the conduct of the affairs of the Condominium. Common Expenses shall be either General Common Expenses attributable to all Unit Owners or Residential Common Expenses attributable to Residential Unit Owners only and are subject to special allocation between the Commercial Unit and the Residential Units or among the Residential Units as provided in the Declaration and/or By-Laws.

13. "Common Interest" shall mean the proportionate undivided interest, expressed as a numerical percentage, in the Common Elements, appertaining to each Unit, as determined in accordance with the Declaration. The Common Interest attributable to each Unit is set forth on Exhibit B to this Declaration.

14. "Condominium" shall mean 40 Bleecker Street Condominium, which was established pursuant to the terms of the Declaration and is to be governed pursuant to the terms of the By-Laws.

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

16. "Condominium Board" or "Board of Managers" or "Board" shall mean the governing body of the Condominium, whose members shall be selected pursuant to the terms of Articles 2 and 3 of the By-Laws.

17. "Condominium Documents" shall mean the Declaration, together with the By-Laws and the Floor Plans, each of which will be recorded or filed simultaneously with the recording of the Declaration, and the Rules and Regulations.

18. "Declaration" shall mean the declaration executed by Sponsor for the purposes of submitting the Property to the provisions of the Condominium Act and establishing a regime for the condominium ownership thereof, as the same may be amended from time to time.

19. "Facilities" shall mean central and appurtenant installations for services such as power, light, gas, hot and cold water, heat, ventilation and air conditioning, compacting, chimneys and exhaust flues, communications and multimedia services such as telephone, television, internet access and other means of communications (including all pipes, ducts, chutes, wires, cables, conduits, lines, telecommunications switchgear and public utility lines used in connection therewith whether located in common areas or Units), and all other utility distribution systems.

20. "Family Members" shall mean the spouse, children (natural and adopted), stepchildren, grandchildren, siblings, parents, parents-in-law, grandparents, sons-in-law or daughters-in-law of a Person.

21. "First Closing" shall mean the first date upon which title to a Unit is conveyed to a purchaser pursuant to the terms of the Plan.

22. "Floor Plans" shall mean the floor plans of the Units certified by Rawlings Architects, P.C.

and filed in the Register's Office simultaneously with the recording of the Declaration, together with any supplemental floor plans thereto.

23. "Garage Parking Space Unit" means any Unit designated as a Garage Parking Space Unit in the Declaration and the Floor Plans, together with its appurtenant Common Interest, and all such Garage Parking Space Units are collectively referred to as the "Garage Parking Space Units."

24. "General Common Elements" shall mean those portions of the Land and the Building designated for the common use or benefit of all or a combination of the Units or the Unit Owners, as more particularly defined in the Declaration.

25. "General Common Expenses" shall mean all costs and expenses to be incurred generally by the Unit Owners pursuant to the Declaration and/or By-Laws in connection with (i) the Maintenance and operation of the General Common Elements; or (ii) the establishment and/or maintenance of a general operating reserve fund for working capital, for replacements with respect to the General Common Elements.

26. "Initial Control Period" shall mean the period ending on the later to occur of: (i) the fifth anniversary of the First Closing, or (ii) the closing of title to Units representing more than 90%, both in number and in aggregate Common Interests, of all Residential Units.

27. "Institutional Lender"shall mean (i) a savings bank, savings and loan association, bank or trust company, insurance company, real estate investment trust, mortgage trust, or a group of lenders which shall include one of the foregoing, or (ii) a federal, state, municipal, teacher's or union employee, welfare, pension or retirement fund or system or (iii) any lender that holds a mortgage of any Unsold Unit.

28. "Institutional Mortgage" shall mean any first mortgage covering one or more Units that is a Permitted Mortgage and the initial holder of which is either Sponsor or its designees or an Institutional Lender.

29. "Insurance Trustee" shall mean a bank or a trust company, in either event having both an office in the City of New York and a capital surplus or undivided profits of $250,000,000 or more, from time to time appointed to serve as such by the Condominium Board.

30. "Land" shall mean all that certain tract, plot, piece and parcel of land situate, lying and being in the County, City and State of New York, as more particularly described in Exhibit A to the Declaration.

31. "Law" shall mean the laws and ordinances of any or all of the federal, state or municipal governments, the rules, regulations, orders and directives of any or all departments, subdivisions, bureaus, agencies, or offices thereof or of any other governmental, public, or quasi-public authorities having jurisdiction over the Property and/or the Condominium, and/or the direction of any public officer pursuant to law.

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

33. "Limited Common Elements" shall mean those certain portions of the Land and the Building

(other than the Units) that are to be used by the owners of one or more specified Units to the exclusion of all other Unit Owner, as more particularly described in Section 7C of the Declaration.

34. "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 of any portion of the Building.

35. "Majority of Unit Owners" shall mean those Unit Owners having more than fifty (50%) percent of the total authorized votes of all Unit Owners (determined in accordance with the terms of Section 3.8 of the By-Laws) who are present, in person or by proxy, and voting at any duly constituted meeting of the Unit Owners at which a quorum is present.

36. "Managing Agent" shall mean a Person employed by the Condominium Board pursuant to Section 2.3 of the By-Laws, who shall undertake to perform the duties and services that the Condominium Board shall direct and who shall have whatever powers the Condominium shall delegate, subject to the limitations contained in Section 2.3 of the By-Laws.

37. "Mortgage Representatives" shall mean the representatives of the holders of all mortgages encumbering Units, designated by the holders of Institutional Mortgages in accordance with the terms of Section 6.6 of the By-Laws.

38. "Percentage of Residential Interest" shall mean the percentage interest in the Residential Common Elements attributable to each Residential Unit and Garage Parking Space Unit apportioned in the same proportion that each Residential Unit and Garage Parking Space Unit bears to the then aggregate Common Interests of all of the Residential Units and Garage Parking Space Unit in the Condominium.

39. "Permitted Mortgage" shall mean any mortgage covering one or more Units that is placed thereon in compliance with the terms contained in Sections 6 and 7 of the By-Laws.

40. "Permitted Mortgagee" shall mean any holder of a Permitted Mortgage at the time in question.

41. "Person" shall mean any natural person, partnership, corporation, limited liability company, trust, estate, fiduciary, unincorporated association, syndicate, joint venture, organization, government or any department or agency thereof, or any other entity.

42. "Plan" shall mean that certain plan pursuant to which the Property is converted to condominium ownership and which was accepted for filing by the Department of Law of the State of New York pursuant to Section 352-e of the General Business Law of the State of New York.

43. "Property" shall mean the Land, the Building (and any structures attached thereto), 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.

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

45. "Residential Common Elements" means those Common Elements which serve or benefit exclusively all or a combination of the Residential Units and Garage Parking Space Units and/or the Residential Unit Owners and Garage Parking Space Unit Owners, including the entire garage area at the cellar

level, as more particularly described in the Declaration and designated on the Floor Plans.

46. "Residential Common Expenses" shall mean all costs and expenses to be incurred generally by the Residential Unit Owners and Garage Parking Space Unit Owners pursuant to the Declaration and/or By-Laws in connection with (i) the Maintenance and operation of the Residential Common Elements and/or the Residential Limited Common Elements; (ii) the establishment and/or maintenance of a operating reserve fund for working capital, for replacements with respect to the Residential Common Elements and/or Residential Limited Common Elements; or (iii) otherwise specifically allocated pursuant to the Declaration and/or the By-Laws to be shared by Residential Unit Owners and Garage Parking Space Unit Owners.

47. "Residential Limited Common Elements" shall mean those certain portions of the Land and the Building (other than the Units) that are to be used by the owners of one or more specified Residential Units to the exclusion of all other Unit Owner, as more particularly described in the Declaration and designated on the Floor Plans.

48. "Residential Member" shall mean the members of the Board of Managers, other than the Commercial Member, designated or elected from time to time from and after the first meeting of Unit Owners as provided in the By-Laws.

49. "Residential Unit" shall mean any Unit designated as a Residential Unit in the Declaration and the Floor Plans, together with its appurtenant Common Interest, and all such Residential Units, are collectively, referred to as the "Residential Units."

50. "Residential Unit Owner" shall mean any Person who holds fee title, of record, to one or more Residential Units at the time in question.

51. "Rules and Regulations" shall mean the rules and regulations of the Condominium which are applicable to the Residential Units and which are annexed as an addendum to the By-Laws, as any of the same may be amended, modified, added to, or deleted from time to time pursuant to the terms of the By-Laws, provided that they are not in conflict with the terms of the Condominium Act, the Declaration, or the By-Laws.

52. "Selling Agent" shall mean any Person employed by Sponsor or its designees in connection with the sale or leasing of the Unsold Units or the Commercial Unit.

53. "Sponsor" shall mean 304 Mulberry Street Operating Company, L.L.C. , a Delaware limited liability company or any of Sponsor's successors or assigns. As used in this Plan, all references of rights of Sponsor shall apply equally to Sponsor or its designees.

54. "Sponsor-designee" (alternatively referred to as "designee of Sponsor") shall mean any person or entity designated by Sponsor to acquire title to a Unit. A "Sponsor-designee" shall have the right to designate a person or entity to succeed to its rights and any such designee shall also be deemed a "Sponsor-designee."

55. "Unit" or "Condominium Unit" shall mean any of the seventy-three (73) "Units", as such term is defined in the Condominium Act (or Units resulting from the subdivision or combination thereof) located in the Building, which Units are more particularly described in Article 5 of, and Exhibit B to, the Declaration and in the Floor Plans.

56. "Unit Owner" shall mean any Person who holds fee title, of record, to one or more Units at

the time in question.

57. "Unsold Unit" shall mean any Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by Sponsor or its designees at the time in question, including any Units which may be re-acquired by Sponsor or its designee from time to time. Unsold Units retain their character as such (regardless of transfer) until (i) such Unit become the property of a purchaser for bona fide occupancy (by himself or a person related to him by blood, marriage or adoption) of the Unit, or (ii) the holder of such Unit (or a member of his family) becomes a bona fide occupant of the Unit, and regain their character as such (regardless of previous sale or occupancy) to the extent re-acquired by Sponsor or its designees from time to time.

BY-LAWS

OF

40 Bleecker Street Condominium

(Exhibit D to the Declaration)

[Date]

Prepared by:
CUTLER MINIKES & ADELMAN LLP
150 White Plains Road, Suite 106
Tarrytown, NY 10591
Attn: Richard B. Adelman, Esq.

INDEX TO BY-LAWS

		Page
ARTICLE I	GENERAL	G-5
Section 1.1	Unit Ownership	G-5
Section 1.2	Applicability of By-Laws	G-5
Section 1.3	Application	G-5
Section 1.4	Office	G-5
ARTICLE 2	BOARD OF MANAGERS	G-5
Section 2.1	Number and Qualification	G-5
Section 2.2	Powers and Duties	G-6
Section 2.3	Managing Agent	G-8
Section 2.4	Limitations on the Powers of the Board of Managers or Unit Owners	G-9
Section 2.5	Election and Term of Office; Special Representation	G-9
Section 2.6	Removal or Resignation of Members of the Board of Managers	G-10
Section 2.7	Vacancies	G-10
Section 2.8	Organization Meeting	G-11
Section 2.9	Regular Meetings	G-11
Section 2.10	Special Meetings	G-11
Section 2.11	Waiver of Notice	G-11
Section 2.12	Quorum of Board of Managers	G-11
Section 2.13	Fidelity Bonds	G-11
Section 2.14	Compensation	G-11
Section 2.15	Liability of the Board of Managers	G-11
Section 2.16	Executive Committee and Other Committees	G-12
ARTICLE 3	UNIT OWNERS	G-13
Section 3.1	Annual Meetings	G-13
Section 3.2	Place of Meetings	G-13
Section 3.3	Special Meetings	G-13
Section 3.4	Notice of Meetings	G-13
Section 3.5	Adjournment of Meetings	G-13
Section 3.6	Order of Business	G-14
Section 3.7	Title to Units	G-14
Section 3.8	Voting	G-14
Section 3.9	Majority of Unit Owners	G-14
Section 3.10	Quorum of the Unit Owners	G-15
Section 3.11	Majority Vote	G-15
Section 3.12	Action Without Meeting	G-15
ARTICLE 4	OFFICERS	G-15
Section 4.1	Designation	G-15
Section 4.2	Election of Officers	G-15
Section 4.3	Removal of Officers	G-15
Section 4.4	President	G-15
Section 4.5	Vice President	G-15
Section 4.6	Secretary	G-16
Section 4.7	Treasurer	G-16

Section 4.8 Execution of Documents.. G-16
Section 4.9 Compensation of Officers.. G-16

ARTICLE 5 OPERATION OF THE PROPERTY.. G-16
Section 5.1 Determination of Common Expenses and Fixing of Common Charges.. G-16
Section 5.2 Insurance.. G-17
Section 5.3 Repair or Reconstruction After Fire or Other Casualty. G-18
Section 5.4 Payment of Common Charges. G-19
Section 5.5 Collection of Assessments. G-19
Section 5.6 Default in Payment of Common Charges. G-20
Section 5.7 Foreclosure of Liens for Unpaid Common Charges.. G-20
Section 5.8 Statement of Common Charges. G-20
Section 5.9 Abatement and Enjoinment of Violations by Unit Owners. G-21
Section 5.10 Maintenance and Repairs. G-21
Section 5.11 Specially Allocated Expenses.. G-22
Section 5.12 Restrictions on Use of Units and the Property. G-23
Section 5.13 Additions, Improvements or Alterations by the Board of Managers. G-25
Section 5.14 Additions, Alterations, or Improvements by Unit Owners.. G-25
Section 5.15 Use of Common Elements and Facilities. G-27
Section 5.16 Right of Access.. G-28
Section 5.17 Rules and Regulations. G-28
Section 5.18 Real Estate Taxes, Water and Charges. G-28
Section 5.19 Heating; Gas and Electricity.. G-29

ARTICLE 6 MORTGAGES.. G-29
Section 6.1 Notice to Board of Managers. G-29
Section 6.2 Notice of Unpaid Common Charges or Other Default. G-29
Section 6.3 Notice of Default. G-29
Section 6.4 Examination of Books. G-30
Section 6.5 Consents by Mortgagees.. G-30
Section 6.6 Mortgage Representatives. G-30
Section 6.7 Mezzanine Financing. G-30

ARTICLE 7 SALES, LEASES AND MORTGAGES OF UNITS. G-30
Section 7.1 Sales and Leases. G-30
Section 7.2 Consent of Unit Owners to Purchase of Units by Board of Managers. G-32
Section 7.3 Sovereign Immunity. G-32
Section 7.4 No Severance of Ownership. G-32
Section 7.5 Release by Board of Managers of Right of First Refusal.. G-33
Section 7.6 Certificate of Termination of Right of First Refusal. G-33
Section 7.7 Financing of Purchase of Units by Board of Managers. G-33
Section 7.8 Gifts and Devises, etc. G-33
Section 7.9 Accessible Parking Space Lease; Storage Locker License Agreements. G-33
Section 7.10 Leases. G-34
Section 7.11 Exceptions.. G-34
Section 7.12 Voidable Transactions. G-34
Section 7.13 Charges Imposed on Sale or Lease of Units. G-34
Section 7.14 Payment of Assessments.. G-35
Section 7.15 Mortgage of Units.. G-35

Section 7.16 Garage Parking Space Units. G-35

ARTICLE 8 CONDEMNATION. G-35

ARTICLE 9 RECORDS AND AUDITS. G-35

ARTICLE 10 MISCELLANEOUS. G-36
Section 10.1 Notices. G-36
Section 10.2 Waiver of Service of Notice. G-36
Section 10.3 Invalidity. G-36
Section 10.4 Captions. G-36
Section 10.5 Gender. G-36
Section 10.6 Waiver. G-36
Section 10.7 Insurance Trustee. G-37
Section 10.8 Sponsor and Commercial Unit Owner Rights and Remedies. G-37

ARTICLE 11 AMENDMENTS TO BY-LAWS. G-37
Section 11.1 Generally. G-37
Section 11.2 Commercial Unit Owner Amendments. G-37
Section 11.3 Sponsor Amendments. G-38
Section 11.4 Restrictions on Amendments. G-38

ARTICLE 12 CONFLICTS. G-39

SCHEDULE A RESIDENTIAL RULES AND REGULATIONS OF
40 BLEECKER STREET CONDOMINIUM. G-40

BY-LAWS
OF
40 BLEECKER STREET CONDOMINIUM

ARTICLE I
GENERAL

Section 1.1 Unit Ownership. The Land situated at 40 Bleecker Street, Borough of Manhattan, City of New York, State of New York more particularly described on Exhibit A of the Declaration recorded in the Office of the Register of the City of New York, New York County simultaneously herewith and the Building constructed on said land (the Land and Building hereinafter collectively called the "Property") have been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York by the recording of the Declaration simultaneously herewith. The Condominium thereby created shall hereafter be known as 40 Bleecker Street Condominium. The sixty-one (61) Residential Units, eleven (11) Garage Parking Space Units and one (1) Commercial Unit are more fully described in the Declaration and are hereinafter referred to as the "Unit(s)." Unless otherwise provided herein, all terms used in these By-Laws shall have the same meaning as ascribed thereto in the Declaration.

Section 1.2 Applicability of By-Laws. These By-Laws are applicable to the Property and to the use and occupancy thereof. The term "Property" as used herein shall include the Land, the Building and all other improvements thereon (including the Units and the Common Elements), owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of said Article 9-B of the Real Property Law of the State of New York.

Section 1.3 Application. All present and future Unit Owners, mortgagees, lessees, sublessees and occupants of Units, and their employees and guests, as well as all other Persons who may use the Property in any manner, are and shall be subject to the Declaration, these By-Laws and the Rules and Regulations, as each of the same may be amended from time to time. The acceptance of a deed or other instrument of conveyance, or the succeeding to title to, or the execution of a lease or sublease for, or the act of occupancy of, a Unit shall constitute an agreement that the provisions of the Declaration, these By-Laws and the Rules and Regulations, as each of the same may be amended from time to time, are accepted, ratified and will be complied with.

Section 1.4 Office. The office of the Condominium and of the Board of Managers shall be located at 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 Board of Managers.

ARTICLE 2
BOARD OF MANAGERS

Section 2.1 Number and Qualification. The affairs of the Condominium shall be governed by the Board of Managers. The initial Board of Managers shall consist of two individuals to be designated from time to time by Sponsor until their successors shall have been elected by the Unit Owners at the first meeting of Unit Owners held pursuant to Section 3.1 of these By-Laws, at which time the Board shall be comprised of five (5) members. The number of members of the Board of Managers may not be increased without the consent of the owner of the Unsold Units for so long as there remains one (1) Unsold Unit and the Commercial Unit Owner. Except for members designated or elected by Sponsor or its designees or the Commercial Unit Owner, all members of the Board of Managers shall be either: (i) individual Unit Owners; (ii) individual Permitted Mortgagees; (iii) officers, directors, members, managers, shareholders, partners,

principals, employees, or beneficiaries of corporations, partnerships, fiduciaries, or any other entities that are Unit Owners or Permitted Mortgagees; or (iv) adult Family Members of any of the foregoing. Four Members of the five member Board of Managers will be designated or elected by Residential Unit Owners and one Member by the Commercial Unit Owner. The Commercial Unit Owner will not otherwise participate, as owner of the Commercial Unit, in the election of other members of the Board of Managers. The Commercial Unit Owner shall have the right to fully participate in all other business and votes of the Unit Owners and the Commercial Member shall have the right to fully participate in all business and votes of the Board of Managers on all matters relating to the General Common Elements, the Residential Common Elements, Residential Limited Common Elements, Residential Units, the Commercial Unit or otherwise to the fullest extent permitted by law. However, no Unit Owner may be elected to serve on the Board of Managers if the Board of Managers has perfected a lien against such Unit Owner's Unit and the amount necessary to release such lien has not been paid at the time of such election. Other than members elected by Sponsor or its designees or the Commercial Member, no member shall continue to serve on the Condominium Board after he ceases to be a Unit Owner or an interested party in a Unit Owner, as specified in this Section.

Section 2.2 Powers and Duties. The Board of Managers shall have all of the powers and duties necessary for, or incidental to, the administration of the affairs of the Condominium and may do all such acts and things on behalf of the Condominium except those which by law or by the Declaration or by these By-Laws may not be delegated to the Board of Managers by the Unit Owners. The powers and duties of the Board of Managers include, but shall not be limited to:

(A) Operation, care, upkeep and maintenance of the Common Elements, including but not limited to (i) entering Units, when necessary, provided that an effort is made to minimize inconvenience to the Unit Owner, in connection therewith, and (ii) purchasing supplies and equipment, entering into contracts and generally having the powers of a manager in connection with the operation of the Property.

(B) Determination of the common expenses required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Property.

(C) Collection of common charges and assessments from the Unit Owners and imposition and collection of reasonable late charges for late payment thereof, provided, however, that in no event shall common charges or assessments or other funds received by the Board of Managers in connection with the General Common Elements be utilized to defray any Residential Common Expenses and in no event shall Common Charges or Special Assessments or other funds received by the Board of Managers in connection with the Residential Common Elements be utilized to defray any General Common Expenses.

(D) Employment and dismissal of the personnel necessary for the maintenance and operation of the Property.

(E) Adoption and amendment of Rules and Regulations covering the details of the operation and use of the Residential Units and the Common Elements by Residential Unit Owners.

(F) Levying fines against Residential Unit Owners for violations of the Rules and Regulations governing the operation and use of the Property and these By-Laws. Such fines may be collected as if they were additional Common Charges owed by the Residential Unit Owner against whom such fines were levied.

(G) Opening and maintaining bank accounts on behalf of the Condominium and designating the signatories required therefor. The Condominium may authorize a manager or Managing Agent to be the signatory on such accounts.

(H) Purchasing, leasing or otherwise acquiring in the name of the Board of Managers or its designee, corporate or otherwise, and on behalf of all Residential Unit Owners, or producing purchasers to acquire or tenants to lease, for such party's own account, Residential Units offered for sale or lease or Units surrendered by their owners to the Board of Managers.

(I) Purchasing Units at foreclosure or other judicial sale in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Residential Unit Owners.

(J) Acquiring, in the name of the Board of Managers or its designee, corporate or otherwise, on behalf of the Unit Owners, rights and interests in real and personal property for use in connection with the ownership and operation of the Property.

(K) Selling, leasing, mortgaging, voting the votes appurtenant to (other than for the election of members of the Board of Managers) or otherwise dealing with Units acquired by, and subleasing Units leased by the Board of Mangers or its designee, corporate or otherwise, on behalf of all Unit Owners.

(L) Organizing corporations to act as the designees of the Board of Managers in acquiring title to, or leasing of, Units and in acquiring rights, title and interest in real and personal property for use in connection with the ownership and operation of the Property, on behalf of all Unit Owners.

(M) Leasing or licensing portions of the Common Elements, including entering into Accessible Parking Space Leases for the Accessible Parking Space and Storage Locker License Agreements for the Storage Lockers as provided in the Declaration, leasing, setting rules, regulations and fees for access to and use of Amenity Facilities and granting licenses for vending machines.

(N) Obtaining and reviewing insurance for the Property, including the Units, pursuant to the terms of Section 5.2 hereof;

(O) Adjusting and settling claims under insurance policies obtained pursuant to the terms of Section 5.2 hereof, and executing and delivering releases on such adjustment and settlement on behalf of all Unit Owners, all holders of mortgages and other liens on Units and all holders of any other interest in the Property;

(P) Representing the Unit Owners in any proceedings, negotiations, settlements or agreements relating to losses or proceeds from condemnation, destruction or liquidation of all or part of the Condominium or from termination of the Condominium.

(Q) Making repairs, additions and improvements to, or alterations of, the Property, including but not limited to repairs to and restoration of the Property in accordance with the other provisions of these By-Laws after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings, and applying, as necessary, for construction, alteration or other approvals, to any and all municipal authorities having jurisdiction over the Condominium.

(R) Borrowing money on behalf of the Condominium in accordance with Section 339-jj of the Real Property Law when required in connection with the operation and Maintenance of the Common Elements, provided, however, that (i) any borrowing of any sum in excess of $25,000 for any one purpose with respect to the operation and Maintenance of the General Common Elements must be approved by a vote of at least 66-2/3%) in aggregate Common Interests of all Unit Owners; (ii) any borrowing of any sum in excess of $25,000 for any one purpose with respect to the operation and Maintenance of the Residential Common Elements or the Residential Limited Common Elements must be approved by a vote of at least 66-2/3%) in

aggregate Percentage in Residential Interest of all Residential Unit Owners, and the Commercial Unit Owner will not be liable for the repayment of any portion of such loan; and (iii) no lien to secure repayment of any sum borrowed may be created on any Unit or its Appurtenant Interests without the consent of the owner of such Unit. Any such borrowing, and the repayment of same, shall be subject to the special allocation provisions of Section 5.11. If any sum borrowed by the Board of Managers pursuant to this Section is not repaid by the Board of Managers, a Unit Owner who pays to the creditor thereunder such proportion of the then outstanding indebtedness represented or secured thereby as such Unit Owner's Common Interest or Percentage of Residential Interest, as applicable, shall be entitled to obtain from the creditor a release of any judgment or other lien that the said creditor shall have filed, or shall have the right to file against such Unit Owner's Unit, and the documentation executed in connection with any such borrowing shall so provide. The other Unit Owners shall cooperate in all ways necessary in order to obtain such release.

(S) Provided the prior consent of at least 66-2/3% in Common Interest of all Unit Owners is obtained at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws, and with the consent of the Unit Owner of the Unit as to which Residential Limited Common Elements are being designated or removed, the Board of Managers shall have the power to convert General Common Elements to Residential Limited Common Elements or to convert Residential Limited Common Elements to General Common Elements.

(T) Provided the prior consent of at least 66-2/3% in Common Interest of all Unit Owners is obtained at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws, and with the consent of the Commercial Unit Owner, the Board of Managers shall have the power to convert General Common Elements to Commercial Limited Common Elements or to convert Commercial Limited Common Elements to General Common Elements.

(U) Enforcing by legal means the terms, covenants and conditions contained in the Condominium Documents and bringing and defending actions pertinent to the operation of the Property.

(V) Applying to the Tax Commission of the City of New York for a reduction in the assessed valuation of Units, prosecuting and settling as it may deem advisable any such action, including payment of any costs which may be incurred in such proceedings, on behalf of all Unit Owners as part of a single application. To the extent permitted by law, the Commercial Unit Owner shall have the right from time to time in the Commercial Unit Owner's sole discretion to have the Commercial Unit excluded from any such single application and to apply separately as to the Commercial Unit.

(W) Establishing a reserve fund to be used only for capital expenditures and establishing such other working capital funds for such uses as the Board of Managers, in its discretion, may establish, subject however to the special allocation provisions of Section 5.11.

(X) Establishing reasonable fees for the processing of sale, lease or lease renewal applications, license agreements, applications for consent to alterations by Residential Unit Owners, Certificates of Termination of the Right of First Refusal and for other services agreed to by the Board of Managers.

(Y) Enforcing obligations of the Unit Owners, allocating profits and expenses, carrying out any other duties imposed upon the Board of Managers pursuant to the Declaration and these By-Laws, and doing anything and everything else necessary and proper for the sound management of the Condominium.

Section 2.3 Managing Agent. The Board of Managers may employ a Managing Agent to serve at a compensation established by the Board of Managers and to perform such duties and services as the Board of Managers shall authorize or direct, including, but not limited to, the duties listed in Sections 2.2(A), (C),

(D) and (Q) hereof. The Board of Managers may delegate to the Managing Agent all of the powers granted to the Board of Mangers by these By-Laws other than the powers set forth in Sections 2.2(B), (E), (G), (H), (I) (J), (K), (L), (M), (O), (P), (R), (S) (X) and (Y) hereof.

Section 2.4 Limitations on the Powers of the Board of Managers or Unit Owners.

(A) Notwithstanding anything to the contrary contained in these By-Laws, so long as Sponsor or its designees or both shall continue to collectively own Units representing 25% or more in aggregate Common Interest, but not longer than five (5) years from the First Closing, neither the Board of Managers, nor the Unit Owners nor the Managing Agent shall take any of the following actions: (i) make any additions, alterations, or improvement to the Common Elements or to any Unit, except those required by Law; (ii) 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 five (5%) percent in the aggregate of the estimated Common Expenses for any year of operation; (iii) increase the number or change the type of employees from that described in the "Budget for the First Year of Condominium Operation," Schedule B to the Plan (the "Offering Plan Budget"); (iv) enter into any service or maintenance contracts for work not required by law or contemplated in the Offering Plan Budget set forth in the Plan; (v) borrow money on behalf of the Condominium; or (vi) amend the Declaration or these By-Laws except as specifically permitted by such document.

(B) Notwithstanding the foregoing, Sponsor or its designees may not exercise such veto power over expenses described in the Offering Plan Budget or over expenses reasonably required: (i) to comply with applicable laws or regulations, or (ii) to remedy any notice of violation, or (iii) to remedy any work order by an insurer.

Section 2.5 Election and Term of Office; Special Representation.

(A) The terms of office of two members of the Board of Managers designated by Sponsor prior to the first annual meeting of the Unit Owners held pursuant to Section 3.1 of these By-Laws shall expire when the five individuals to be designated or elected at such meeting are so designated or elected and qualified. The term of office or each of the five individuals designated or elected and qualified at the first annual meeting of the Unit Owners and at all subsequent annual meetings of Unit Owners shall be for one year or until their successors are elected and qualified.

(B) If the first annual meeting of the Unit Owners is held pursuant to Section 3.1 of these By-Laws prior to the end of the Initial Control Period, then during the Initial Control Period and from and after the first annual meeting of the Unit Owners, assuming a five (5) member Board of Managers, Sponsor or its designees as owner of Residential Units shall have the right to designate three of the five members of the Condominium Board (which is three of the four Residential Members,) and the Commercial Unit Owner (whether the Sponsor or otherwise) shall have the right to designate one (1) member of the Board of Managers.

(C) After the Initial Control Period, Sponsor or its designees, as Residential Unit Owner, shall have the right to designate one (1) Residential Member for so long as Sponsor owns one (1) Residential Unit.

(D) At all times, the Commercial Unit Owner shall be entitled to designate one (1) Commercial Member of the Board of Managers or, in the event the Commercial Unit is subdivided, to elect one (1) Commercial Member of the Board of Managers as provided in Section 3.8 hereof.

(E) Sponsor or its designees shall not exercise voting control of the Board of Managers, either

through its right of designation or through its voting its interests, beyond the Initial Control Period. Neither the exercise of the right of designation or to vote for Board of Managers members under the control of Sponsor or its designees or the Commercial Unit Owner nor any other provision of these By-Laws shall impair the right of Sponsor or its designees or the Commercial Unit Owner to vote for any other candidates for the Board of Managers provided such votes by the Sponsor or its designees or the Commercial Unit Owner do not constitute an exercise of voting control as provided at law. If at any time it is determined to increase or decrease the size of the Board of Managers, the representation of Sponsor or its designees and the Commercial Unit Owner shall be changed proportionally. The right of the Sponsor or its designees or the Commercial Unit Owner to designate members of the Board of Managers as provided in Sections 2.5 (B), (C) and (D) above are in addition to the right of the Sponsor or its designees or the Commercial Unit Owner to elect a member of the Board of Managers as provided in these By-Laws.

(F) If at the expiration of the Initial Control Period, a majority of members of the Board of Managers serve by reason of the designations or votes cast by Sponsor or its designees for Managers who are related to Sponsor, a special meeting of Unit Owners shall be called within thirty (30) days after the expiration of the Initial Control Period for the purpose of electing a new Board of Managers.

(G) In addition to its right to designate members of the Board of Managers as provided herein, Sponsor and its designees and the Commercial Unit Owner also have the right to vote for all candidates for the Board of Managers, including nominees who are not related to Sponsor or its designees or the Commercial Unit Owner.

Section 2.6 Removal or Resignation of Members of the Board of Managers. A Residential Member of the Board of Managers may be removed with or without cause by an affirmative vote of a majority of Residential Unit Owners who are present at a meeting containing a quorum of Residential Unit Owners, provided, however, that any Residential Member designated by Sponsor or its designee may only be removed by Sponsor or its designee. Any member of the Board of Managers whose proposed removal is to be acted upon at a meeting of the Unit Owners shall be given prior written notice thereof and an opportunity to be present and heard at the meeting. The Commercial Member may only be removed by the Commercial Unit Owner. Notwithstanding the foregoing, the Board of Managers shall have the right to remove, for cause only, any member of the Board of Managers designated by either Sponsor or its designees or the Commercial Unit Owner subject to the rights of the Sponsor or its designees or the Commercial Unit Owner, as applicable, to designate the replacement as provided below. Any member of the Board of Managers may resign his membership at any time by giving written notice thereof to the Board of Managers and, with respect to members of the Board of Managers designated as such or elected by Sponsor or its designees, to Sponsor or such designee. In addition, any member of the Board of Managers who shall cease to be qualified for membership pursuant to the terms of Section 2.1 hereof shall be deemed to have resigned his membership effective as of the date upon which such qualification shall cease.

Section 2.7 Vacancies. Any vacancy on the Board of Managers that is caused by removal, whether with or without cause, or as a result of resignation, shall be filled by an individual who is qualified to be a Manager pursuant to the terms of Section 2.1 hereof by a vote of a majority of the remaining Managers at a special meeting of the Board of Managers held for that purpose promptly after the occurrence of any such vacancy, even though the Managers present at such meeting may constitute less than a quorum. Notwithstanding the foregoing, any vacancy on the Board of Managers that is caused by the removal, resignation, or death of a member who was designated as such or elected by Sponsor or its designees shall be filled by an individual designated by Sponsor or such designee, and any vacancy on the Board of Managers that is caused by the removal, resignation, or death of a Commercial Member shall be filled by an individual designated by the Commercial Unit Owner. Each member of the Board of Managers who is elected thereto or designated as such to fill a vacancy pursuant to the terms of this Section 2.7 shall serve as a member of the

Board of Managers for the remainder of the term of the member he replaced and until his successor shall be selected and qualified at the appropriate annual meeting of the Unit Owners.

Section 2.8 Organization Meeting. The first meeting of the Board of Managers following each annual meeting of the Unit Owners shall be held within ten (10) days thereafter, at such time and place as shall be fixed by a majority of the members of the Board of Managers and no notice shall be necessary to the newly elected members of the Board of Managers in order legally to constitute such meeting, providing a majority of the whole Board of Managers shall be present thereat.

Section 2.9 Regular Meetings. Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of the Managers, but at least four (4) such meetings shall be held during each fiscal year. Notice of all regular meetings of the Board of Managers shall be given to each Manager by personal delivery, mail, facsimile, e-mail or overnight delivery service, at least three (3) business days prior to the day named for such meeting.

Section 2.10 Special Meetings. Special meetings of the Board of Managers may be called by the President or Secretary on written request of any of the Managers on three (3) business days' notice to each Manager, given by personal delivery, mail, facsimile, e-mail or overnight delivery service, which notice shall state the time, place and purpose of the meeting.

Section 2.11 Waiver of Notice. Any Manager may at any time, waive notice of any meeting of the Board of Managers in writing, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Manager at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. Any one or more of the Board of Managers or any committee thereof may participate in a meeting of the Board or committee by means of a conference telephone or similar communications equipment allowing all person participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting. If all of the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 2.12 Quorum of Board of Managers. At all meetings of the Board of Managers, a majority of the Managers shall constitute a quorum for the transaction of business, and subject to the provisions of Section 2.2, the votes of a majority of Managers shall constitute the decision of the Board of Managers. If at any meeting of the Board of Managers there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice. Any action required or permitted to be taken by the Board of Managers may be taken without a meeting if all Managers consent in writing to the adoption of a resolution authorizing such action, and the writing or writings are filed with the proceedings of the Board.

Section 2.13 Fidelity Bonds. The Board of Managers shall obtain adequate fidelity bonds for all officers and employees of the Condominium and of the Managing Agent handling or responsible for Condominium funds. The premium on such bonds shall constitute a Common Expense.

Section 2.14 Compensation. No member of the Board of Managers shall receive any compensation from the Condominium for acting as such.

Section 2.15 Liability of the Board of Managers.

(A) No member of the Board of Managers or officer of the Condominium shall have any personal liability to the Condominium or to any Unit Owner for damages for any breach of duty in his capacity as

Manager or officer provided that this provision does not eliminate or limit the liability of a Manager or officer if a judgment or other final adjudication adverse to him or her establishes (i) that his acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law, or (ii) that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled.

(B) The Condominium, through the Unit Owners, shall indemnify to the fullest extent permitted by law any person made, or threatened to be made, a party to an action or proceeding, whether civil or criminal, including an action by or in the right of any corporation of any type of kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise, which any Manager or officer of the Condominium served in any capacity at the request of the Condominium, by reason of the fact that he, his testator or intestate, was a Manager or officer of the Condominium or served such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity; provided that no indemnification may be made to or on behalf of any Manager of officer if a judgment establishes that his acts were material to the cause of action so adjudicated, or that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled.

(C) The Unit Owners shall indemnify and hold harmless each of the Managers against all contractual liability to others arising out of contracts made by the Board of Managers on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the Managers shall have no personal liability with respect to any contract made by them on behalf of the Condominium (except as Unit Owners). It is understood and permissible for the original Board of Managers, who may be members of or be employed by Sponsor, to contract with Sponsor and affiliated corporations and entities without incurring any liability for self-dealing, provided that (i) the connection is disclosed in the Offering Plan, or is disclosed to, or known by, the Board or a majority of members thereof or noted in the minutes thereof and the Board shall authorize, approve or ratify such contract or transaction in good faith by a vote of a majority of the Board, excluding such Manager, and (ii) the contract or transaction is upon commercially reasonable terms and condition at the time that the same is authorized, approved, ratified, executed or otherwise consummated. It is also intended that the liability of any Unit Owner arising out of any contact made by the Board of Managers or out of the aforesaid indemnity in favor of the Manager shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interests of all the Unit Owners in the Common Elements. Every agreement made by the Board of Managers or by the Managing Agent on behalf of the Condominium shall provide that the Manager or the Managing Agent, as the case may be, are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners.)

(D) Each Unit Owner's liability pursuant to this Section 2.15 shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.

Section 2.16 Executive Committee and Other Committees. The Board of Managers may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Managers. Such Executive Committee shall have, and may exercise, all of the powers of the Board of Managers subject to both the exceptions and limitations contained in this Section 2.16 and such additional exceptions and limitations as the Board of Managers may from time to time deem appropriate, during the intervals between the meetings of the Board of Managers insofar as may be permitted by law, except that the Executive Committee shall not have the power to (i) to determine the common charges and expenses required or payable by the Unit Owners for the affairs of the Condominium, (ii) to adopt or amend the rules and regulations covering the details of the operation and use of the Property, or (iii) to exercise any of the powers set forth in subdivisions (E), (G), (H), (I), (J), (K), (L), (R), (S) and (T) of Section 2.2; or (iv) to take any action which requires the consent, approval, satisfaction or permission of Sponsor or its designees or the

Commercial Unit Owner or which would adversely affect or impair the rights, powers, easements, privileges or benefits reserved to Sponsor or its designees or the Commercial Unit Owner. In addition, the Board of Managers may by duly adopted resolutions create such other committees as it shall deem appropriate and such committees shall have such powers and authority as the Board of Managers shall vest therein. The members of any such committee shall be appointed by the President. Such committee shall not have the power to do any act which the Executive Committee may not do. The Executive Committee and each other committee shall consist of three or more members of the Board of Managers, at least one of whom shall be a member designated by Sponsor for so long as Sponsor shall have the right to designate or elect one or more members of the Board of Managers and the Commercial Member.

ARTICLE 3
UNIT OWNERS

Section 3.1 Annual Meetings. Within 30 days after the end of the Initial Control Period, or at such earlier time as Sponsor deems in the best interest of the parties in its sole discretion, Sponsor shall call the first annual meeting of the Unit Owners. At such meeting, the incumbent two-member Board of Managers shall resign and a new five-member Board of Managers shall be elected by the Unit Owners and/or designated by Sponsor and the Commercial Unit Owner. Thereafter, annual meetings of the Unit Owners shall be held on or about the anniversary of such date each succeeding year. At such meetings the Board of Managers shall be elected by ballot of the Unit Owners and/or designated by Sponsor and the Commercial Unit Owner in accordance with the requirements of Article 2 of these By-Laws. The Unit Owners may also transact such other business of the Condominium as any properly come before them. Prior to the actual meeting at which the Unit Owners elect the Board of Managers as herein provided, Sponsor may call, in its discretion, meetings of the Unit Owners so that the Board of Managers designated by Sponsor can report to Unit Owners, or for such other purpose as the Board determines.

Section 3.2 Place of Meetings. Meetings of the Unit Owners shall be held at the principal office of the Condominium or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Managers.

Section 3.3 Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners if so directed by resolution of the Board of Managers or upon a petition signed by Unit Owners and presented representing, in the aggregate, not less than 25% of the Common Interests of all Unit Owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 3.4 Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting of the Unit Owners to each Unit Owner of record, at the Property or at such other address as such Unit Owner shall have designated by notice in writing to the Secretary, at least ten (10) but not more than forty (40) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held. If the purpose of any meeting shall be to act upon a proposed amendment to the Declaration or to these By-Laws, the notice of such meeting shall be mailed to all Unit Owners at least twenty (20) days prior to the day fixed for such meeting and shall be accompanied by a copy of the text of such proposed amendment. The mailing of a notice in the manner provided in these By-Laws shall be considered notice served.

Section 3.5 Adjournment of Meetings. If any meeting of the Unit Owners cannot be held because a quorum has not attended, a majority in Common Interest of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time

the original meeting was called. Proxies remain in effect fo any such adjourned meeting.

Section 3.6 Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

(a) Roll call;
(b) Proof of notice of meeting;
(c) Reading of the minutes of the preceding meeting (unless waived);
(d) Reports of officers;
(e) Reports of the Board of Managers;
(f) Reports of committees;
(g) Election of inspectors of election (when so required);
(h) Election of members of the Board of Managers (when so required);
(i) Unfinished business; and
(j) New business.

Section 3.7 Title to Units. Title to any Unit may be taken by an individual, in the names of two (2) or more persons as joint tenants, tenants in common, or tenants by the entirety, or in the name of a corporation, partnership, limited liability company or in the name of a fiduciary.

Section 3.8 Voting.

(A) The owner or owners of each Unit (including Sponsor or its designees), or some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner, shall be entitled to cast the votes appurtenant to such Unit at all meetings of the Unit Owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the owner or owners so designating. In addition, if two or more Persons own a Unit, they shall designate one Person amongst them to vote the Common Interest appurtenant to their Unit in a writing given to the Secretary of the Condominium, and the vote of such designee shall be binding upon all of such Persons. Failing such a designation, all of such Persons shall mutually vote such Common Interest under one ballot without division, and the concurrence of all such Persons shall be conclusively presumed if any one of them purports to vote such Common Interest without protest being contemporaneously made to the individual presiding over the meeting at which such vote is taken. If protest is made, the Common Interest appurtenant to such Unit shall be counted solely for the purpose of determining whether a quorum is present for such voting. A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity. Each Unit Owner, including Sponsor or its designees or the Commercial Unit Owner or the Board of Managers if any shall then own title to one or more Units shall be entitled to one vote for each 0.0001% of Common Interest applicable to their Unit(s).

(B) Notwithstanding the terms contained in paragraph (A) hereof, no Unit Owner may vote at any meeting of the Unit Owners if the Board of Managers has perfected a lien against such Unit Owner's Unit and the amount necessary to release such lien has not been paid at the time of such meeting. The Common Interests of all Units whose owners are precluded from voting pursuant to the terms of this paragraph (b) will be excluded when computing the aggregate Common Interests of all Unit Owners for voting purposes.

Section 3.9 Majority of Unit Owners. As used in these By-Laws the term "majority of Unit Owners" shall mean those Unit Owners having more than 50% of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners, determined in accordance with the provisions of Section 3.8 herein.

Section 3.10 Quorum of the Unit Owners. Except as otherwise provided in these By-Laws, the presence, in person or by proxy, of a Majority of Unit Owners shall constitute a quorum at all meetings of the Unit Owners.

Section 3.11 Majority Vote. Except when otherwise required by law or otherwise provided in the Declaration or in these By-Laws, whether as to the requirement for a higher percentage or as to the requirement for consent by Sponsor or its designees or the Commercial Unit Owner, the vote of a Majority of Unit Owners shall be binding upon all Unit Owners for all purposes.

Section 3.12 Action Without Meeting. Any action required or permitted to be taken by the Unit Owners may be taken without a meeting if Unit Owners sufficient in Common Interest, as applicable, to approve such an action at a duly constituted meeting of the Unit Owners pursuant to the Declaration or these By-Laws consent in writing to the adoption of a resolution authorizing such action and the writing is filed with the records of the Condominium.

ARTICLE 4
OFFICERS

Section 4.1 Designation. The principal officers of the Condominium shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Managers. The Board of Managers may appoint an Assistant Treasurer, an Assistant Secretary and such other officers as in its judgment may be necessary. The President and the Vice President, but no other offers, must be members of the Board of Managers. Except for Managers appointed by Sponsor or its designees or the Commercial Unit Owner, or Assistant Secretaries or Assistant Treasurers who are employees of the Managing Agent, all officers must be Unit Owners, or spouses of Unit Owners, or officers, directors or principals of Unit Owners which are not natural persons.

Section 4.2 Election of Officers. Each of the officers of the Board of Managers shall be elected annually by vote of the Board of Managers taken at the organizational meeting of each new Board of Managers, and shall hold office at the pleasure of the Board of Managers.

Section 4.3 Removal of Officers. Upon the affirmative vote of the Board of Managers, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Managers, or at any special meeting of the Board of Managers called for such purpose, provided notice of the proposed removal was given to the officer and in the notice of the meeting. Any officer whose removal has been proposed shall be given an opportunity to be heard at the meeting. If the President or the Vice President of the Condominium shall cease to be a member of the Board of Managers during his term of office, such officer shall be deemed to have resigned his office effective upon the date upon which his membership shall cease.

Section 4.4 President. The President shall be chief executive officer of the Condominium. He shall preside at all meetings of the Unit Owners and of the Board of Managers. He shall have all of the general powers and duties that are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York (hereinafter referred to as the "BCL"), including, but not limited to, the power to appoint committees from among the Unit Owners from time to time as he may in his discretion decide are appropriate to assist in the conduct of the affairs of the Condominium. The President shall be an ex-officio member of all committees of the Board of Managers.

Section 4.5 Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice

President is able to act, the Board of Managers shall appoint some other member of the Board of Managers to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Managers or by the President and shall have such other powers and duties as are usually vested in the office of vice president of a stock corporation organized under the BCL.

Section 4.6 Secretary. The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Board of Managers; he shall have charge of such books and papers as the Board of Managers shall direct; and he shall, in general, perform all of the duties that are incident to the office of secretary of a stock corporation organized under the BCL.

Section 4.7 Treasurer. The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping or supervising the keeping of full and accurate financial records and books of account showing all receipts and disbursements necessary for the preparation of all required financial data. He shall be responsible for the deposit of all funds and other securities in the name of the Board of Managers, or the Managing Agent, in such depositories as may from time to time be designated by the Board of Managers, and he shall, in general, perform all of the duties incident to the office of treasurer of a stock corporation organized under the BCL. He shall disburse Condominium funds in the manner directed by the Board of Managers, making proper vouchers for all disbursements. He shall submit to the President and Board of Managers, at regular meetings of the Board of Managers or whenever they may require it, an account of all his transactions as Treasurer, as well as the financial condition of the Condominium.

Section 4.8 Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by the President or Vice-President, acting alone, or by any other two officers thereof or by such other person or persons as may be designated by the Board of Managers. In addition to the foregoing, the Board of Managers may authorize the Managing Agent serving on its behalf to execute checks, provided that the expenditures, and the Managing Agent's paying for same, have been approved in advance by resolution of the Board of Managers or have been authorized by two (2) officers of the Condominium.

Section 4.9 Compensation of Officers. No officer of the Condominium shall receive any compensation from the Condominium for acting as such.

ARTICLE 5
OPERATION OF THE PROPERTY

Section 5.1 Determination of Common Expenses and Fixing of Common Charges. The Board of Managers shall from time to time, and at least annually, prepare a Budget for the Condominium and determine the amount of the common charges payable by the Unit Owners to meet the Common Expenses of the Condominium. In preparing such Budgets from time to time, the Board of Managers shall allocate and assess such Common Charges and expenses among the Unit Owners according to their respective Common Interests, but subject to such different method of allocation as is set forth in the Offering Plan Budget (As defined in Section 2.4(A)) or as may be determined by the Board of Managers to reflect exclusive use or the availability or control of particular Common Elements or services provided by the Condominium. The Board of Managers is authorized to specifically allocate expenses or specific expense items and apportion Common Charges of the Units resulting from changes in use or from changed circumstances. The Common Expenses shall include, without limitation the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Managers pursuant to the provisions of Section 5.2, and the fees and disbursements of the Insurance Trustee, if any. The Common Expenses may also include such amounts as the Board of Managers may deem proper for the operation and maintenance of the Property,

including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the Common Expenses for any prior year. In addition, the Residential Common Expenses may also include such amounts as may be required for the purchase or lease by the Board of Managers or its designee, on behalf of all Residential Unit Owners, of any Residential Unit whose owner had elected to sell or lease such Unit or of any Unit which is to be sold at foreclosure or other judicial sale. The Board of Managers shall advise all Unit Owners promptly, in writing, of the amount of Common Charges payable by each of them as determined by the Board of Managers as aforesaid and shall furnish copies of such budget on which such common charges are based, to all Unit Owners. All costs and expenses which are allocable solely to the repair, maintenance and operation of a particular Unit or Units, as the case may be, shall be borne solely by the owner(s) of such Unit(s). Notwithstanding this section, the power of the Board is subject to the provisions and restrictions contained in Sections 2.2, 5.10 and 5.11 hereof.

Section 5.2 Insurance. The Board of Managers shall be required to obtain and maintain to the extent obtainable, the following insurance: (a) fire insurance with extended coverage normal for a condominium of this type, vandalism and mischief endorsements insuring the Building, including each Unit and the equipment installed therein on the date of recordation of the Declaration or installed thereafter by Sponsor, or replacements thereof, partitions, floors, and ceilings within the Units, together with all service and other machinery contained therein (but not including wall, ceiling or floor decorations or coverings or fixtures, appliances, furniture, furnishings or other personal property supplied or installed by Unit Owners or tenants of Unit Owners) covering the interests of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their respective interests may appear, in an amount equal to the agreed upon replacement value of the Building or such other amount as shall be adequate to prevent the Condominium from becoming a coinsurer in the event of casualty loss (exclusive of the costs of excavation and foundations) without deduction for depreciation, as determined by the Board of Managers. Each of said policies shall contain a Condominium Property Endorsement and a New York standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject however, to the loss payment provisions in favor of the Board of Managers or the Insurance Trustee, if any, as herein provided; (b) boiler and machinery insurance; (c) a fidelity bond or bonds in sufficient amounts to fully protect the interest of the Condominium, to be carried on each member of the Board of Managers, officers of the Condominium, managing agent, and any other employees who handle or are responsible for funds of the Condominium; (d) Officers and Directors liability insurance covering officers and members of the Board of Managers; (e) comprehensive general liability insurance covering all claims for bodily injury or property damage arising out of an occurrence in the Common Elements and covering cross liability claims of one insured against another (but not covering the liability of a Unit Owner arising from occurrences within his own Unit); (f) workers, compensation insurance; (g) water damage legal liability; (h) rent insurance in an amount equal to the aggregate of the Common Charge payable to the Board of Managers; (i) elevator collision insurance; and (j) such other insurance as the Board of Managers may determine. The premium for such insurance shall be a Common Expense.

All such policies shall provide that adjustments shall be made by the Board of Managers and that the net proceeds, if $250,000 or less shall be payable to the Board of Managers, and if more than $250,000 shall be payable to the Insurance Trustee, to be applied for the purposes of the repairing, restoring or rebuilding the Building unless otherwise determined by the Unit Owners.

All policies of physical damage insurance shall contain waivers (a) of subrogation, (b) of any defense based on coinsurance, (c) of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Unit Owners, and (d) of invalidity arising from any acts of the insured or any Unit Owners, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including all mortgagees of Units. The standard mortgagee loss

payable clause shall be attached to all policies. Duplicate originals or certificates of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of Units who have requested same in writing, at least then (10) days prior to expiration of the then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Managers may obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the Building (exclusive of the cost of excavation and foundations) including all of the Units and all of the Common Elements therein, without deduction from depreciation, for the purpose of determining the amount of fire insurance to be effected pursuant to this Section.

Each Unit Owner shall be required to maintain, at his own expense: (a) separate insurance on the contents (i.e., all contents which are not Common Elements, including but not limited to cabinets, furniture and other personal property and belongings) of his Unit, in such amount 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 his Unit or its appurtenant Residential Limited Common Elements. All such policies shall contain waivers or subrogation against the Condominium and the Board of Managers and further provide that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. Such policies shall be so endorsed as to state that they will in no way conflict with any insurance carried by the Board of Managers. A Unit Owner shall be required to provide evidence to the Board of Managers of such insurance at the time of any transfer of a Unit and from time to time as requested by the Board of Managers.

Section 5.3 Repair or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of the Building as a result of fire or other casualty, if (a) 75% or more of the Building is destroyed or substantially damaged and 75% or more in Common Interest of the Unit Owners duly and promptly resolve to proceed with repair or restoration, or (b) less than 75% or more of the Building is destroyed or substantially damaged, then in either of such events, the Board of Managers shall arrange for the prompt repair and restoration of the Building (including any damaged Units, but not including any wall, ceiling or floor decorations or coverings or other furniture, furnishings, fixtures or other personal property or equipment of the Unit Owners or a tenant of a Unit Owner), and the Board of Managers shall disburse the proceeds of all insurance policies in appropriate progress payments to the contractors engaged in such repairs and restoration. Any cost of such repair and restoration in excess of the net insurance proceeds shall constitute a Common Expense and the Board of Managers shall assess all the Unit Owners for such deficit as part of the Common Charges.

In the event of a repair or restoration pursuant to the first paragraph of this Section 5.3 and in the event that the net proceeds of insurance received by or payable to the Board of Managers shall exceed the cost of such repair or restoration, then, at the option of the Board of Managers, the excess of such insurance proceeds shall be paid by the Board of Managers or the Insurance Trustee, as the case may be, either (a) in an amount not to exceed $100,000 to the Board of Managers to be placed in the operating or working capital reserves of the Condominium, and/or (b) to all Unit Owners in proportion to their respective interests in the Common Elements after first paying out of the share due each Unit Owner such amounts as may be required to reduce unpaid liens on any Unit in the order of priority of such liens.

If 75% or more of the Building is destroyed or substantially damaged and 75% or more in Common Interest of the Unit Owners do not duly and promptly resolve to proceed with repair or restoration, the Property will not be repaired and shall be subject to an action for partition at the suit of any Unit Owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among all Unit Owners in proportion to their respective Common Interests, after first paying out of the share

of each Unit Owner the amount of any unpaid liens on his Unit, in the order of priority of such liens.

Whenever in this Section the words "promptly repair" are used it shall mean repairs are to begin not more than sixty (60) days from the date the Board of Managers notifies the Unit Owner or Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated costs of such work, or not more than ninety (90) days from the date the Board of Managers notifies the Unit Owner or Owners that such proceeds of insurance are insufficient to pay said estimated costs of such work or, in the event the proceeds of insurance are insufficient to pay said estimated costs or such work or, in the event the proceeds of insurance are payable to the Board of Managers or the Insurance Trustee, no more than sixth (60) days from the date of receipt by the Board of Managers of proceeds of insurance on account of such damage or destruction, whether or not sufficient to pay the estimated costs of such work. Whenever the word "promptly resolve" are used it shall also mean not more than sixty (60) days from the date the Board of Managers notifies the Unit Owners that it holds proceeds of insurance on account of such damage or destruction and that such proceeds are or are not sufficient to pay the estimated costs of the work (as the case may be).

Section 5.4 Payment of Common Charges.

All Unit Owners shall be obligated to pay Common Charges assessed by the Board of Managers pursuant to the provisions of Section 5.1 hereof at such time or times as the Board of Managers shall determine. The Board of Managers may also impose a reasonable late charge for late payment of Common Charges, which shall be added to the Unit Owner's Common Charges due on the first day of the following month, and which shall be a lien upon the Unit Owner's Unit if not paid. Assessments for Common Charges are the personal obligation of the person owning the Unit at the time the assessment becomes due.

No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against his Unit subsequent to a sale, transfer, or other conveyance (made in accordance with the provisions of Section 7.1 hereof) of such Unit, together with the Appurtenant Interests. A purchaser of a Unit shall be liable for the payment of Common Charges assessed and unpaid against such Unit prior to the acquisition of such Unit, except that, to the extent permitted by law, a mortgagee or other purchaser of a Unit at a foreclosure sale of such Unit shall not be liable for, and such Unit shall not be subject to a lien for, the payment of Common Charges assessed prior to the foreclosure sale. In the event of a foreclosure sale of a Unit by a mortgagee, the owner of such Unit prior to the foreclosure sale shall remain liable for the payment of all unpaid Common Charges thereafter accrued prior to such sale.

In addition, any Unit Owner may, subject to the terms and conditions specified in the By-Laws, provided that is Unit is free and clear of liens and encumbrances other than a permissible mortgage and the statutory lien for the unpaid Common Charges, convey his Unit, together with the Appurtenant Interests, to the Board of Managers, or its designee, corporate or otherwise, on behalf of all Residential Unit Owners, and in such event be exempt from Common Charges thereafter accruing.

Section 5.5 Collection of Assessments. The Board of Managers shall assess Common Charges against all Unit Owners from time to time and at least annually. An assessment roll relating to Common Charges and other assessments shall be maintained in a set of accounting books duly approved by a certified public accountant in which there shall be an account for each Unit. The Board of Managers shall take prompt action to collect any Common Charge due from any Unit Owner which remains unpaid for more than thirty (30) days after the due date for payment thereof. Sponsor reserves the right, in its sole and absolute discretion, to waive the collection of Common Charges from Purchasers under the Plan for a period of time beginning from the date of the First Closing until Sponsor, in its sole discretion determines (the "Waiver Period"), provided, however, that Sponsor shall be solely responsible for the timely payment of all expenses to operate

the Building during the Waiver Period including but not limited to insurance premiums (the "Waiver Period Operating Expenses"). Notwithstanding anything to the contrary set forth above, the Waiver Period Operating Expenses shall not include (a) real estate taxes regardless of whether the Unit has been separately assessed, (b) the cost of alterations, additions or improvements to the Common Elements, or (c) charges that are specially allocated and assessed to specific Units because of their exclusive use, availability or control of certain Residential Limited Common Elements or because of such Unit Owner's responsibility in connection with any expense being incurred. In all instances the Unit Owners will remain responsible for the payment of the real estate taxes, including through payments to the Board of Managers before the Units are separately assessed, and to pay as Common Charges assessed by the Board of Managers pursuant to the provisions of Section 5.1 hereof at such time or times as the Board of Managers shall determine all such amounts and specially allocated charges that are not Waiver Period Operating Expenses.

Section 5.6 Default in Payment of Common Charges. In the event any Unit Owner shall fail to make prompt payment of its Common Charges or any assessment as determined by the Board of Managers, such Unit Owner shall be obligated to pay interest at the highest legal rate on such unpaid Common Charges computed from the due date thereof, in addition to any late charge which may have been imposed pursuant to Section 5.4 hereof, together with all expenses, including attorneys' fees, paid or incurred by the Board of Managers or the Managing Agent in connection with collecting such unpaid amounts, including but not limited to those paid or incurred in any proceeding brought to collect such unpaid Common Charges or assessments or in an action to foreclose the lien on such Unit arising from said unpaid Common Charges or assessments. The Board of Managers shall have the right and obligation to attempt to recover such Common Charges or assessments, together with interest thereon, and the expenses of the proceeding, including attorneys' fees, in an action to recover the same brought against such Unit Owner, or (in the event of Common Charges) by foreclosure of the lien on such Unit granted by Section 339-z of the Condominium Act, in the manner provided in Section 339-aa thereof. While Sponsor or its designees is in control of the Board of Managers, it will cause the Board to file a lien as provided for in Section 339-aa of the Condominium Act against Units with respect to which Sponsor or such designees is in arrears of Common Charges by more than thirty (30) days. A lien for non-payment of Common Charges granted pursuant to Section 339-z of the Condominium Act has priority over all other liens except (i) liens for taxes on the Unit in favor of the assessing unit, school district, special district, county or other taxing unit, and (ii) sums unpaid on a first mortgage of record.

Section 5.7 Foreclosure of Liens for Unpaid Common Charges. In any action brought by the Board of Managers to foreclose a lien on a Unit because of unpaid Common Charges, the Unit Owner shall be required to pay a reasonable rental for the use of his Unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Managers, acting on behalf of all Residential Unit Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, cast the votes appurtenant to (other than for the election of Members to the Board of Managers), convey or otherwise deal with the same. A suit to recover a money judgment for unpaid Common Charges shall be maintainable without foreclosing or waiving the lien securing the same. In the event that the net proceeds received on such foreclosure (after deduction of all legal fees and disbursements, advertising costs, brokerage commissions, court costs and other costs and expenses paid or incurred in connection therewith) shall be insufficient to satisfy the defaulting Unit Owner's obligations to the Condominium, such Unit Owner shall remain liable for the deficit.

Section 5.8 Statement of Common Charges. The Board of Managers (or Managing Agent on its behalf) shall promptly provide a written statement of all unpaid Common Charges due from any Unit Owner upon its receipt of a written request therefore from such Unit Owner. In addition, each Unit Owner shall be permitted to examine the books of account of the Condominium at reasonable times on business days, but not more frequently than once a month.

Section 5.9 Abatement and Enjoinment of Violations by Unit Owners. The violation of any rule or regulation adopted by the Board of Managers, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board of Managers the right, in addition to any other rights set forth in these By-Laws (a) upon reasonable notice to the Unit Owner, to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provision hereof (provided, however, that no prior notice shall be required in the event that the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Property or for the safety of the residents of the Condominium or other persons or required to avoid the suspension of any necessary service to the Condominium); or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 5.10 Maintenance and Repairs.

(A) Except as otherwise provided in the Declaration or in these By-Laws and subject to the provisions of Section 5.10(D) and 5.11 herein, all Maintenance, whether structural or non-structural, ordinary or extraordinary (i) in or to any Unit, including the interior side of entrance doors thereto and all window frames and entrance and Private Terrace door frames within any Unit (excluding Common Elements included therein except as otherwise provided in these By-Laws) shall be made by the owner of such Unit at such Unit Owner's sole cost and expense; and (ii) in or to the General Common Elements (whether such Common Elements are located outside a Unit or within a Unit) shall be made by the Board of Managers and the cost and expense thereof shall be charged to the Unit Owners as a Common Expense.

(B) Notwithstanding the provisions of Section 5.10(A) and subject to the provisions of Section 5.10(D) and 5.11 herein (i) the interior and exterior glass surfaces of all windows, and all Private Terrace doors located within any Unit must be washed and cleaned by the Unit Owner thereof at such Unit Owner's sole cost and expense; (ii) Unit Owners shall be responsible for replacing broken window glass in their Units; and (iii) the exterior of all front doors to Units shall not be painted or decorated other than with the prior written consent of the Board of Managers. The Board of Managers may from time to time enforce the responsibility of Unit Owners to wash and clean the interior and exterior surfaces of windows and glass doors located in their respective Units and charge the defaulting Unit Owner therefor. Unit Owners are prohibited from cleaning or allowing to be cleaned any window or glass doors from the outside in violation of Section 202 of the New York State Labor Law, any other applicable Legal Requirements, any insurance policy or requirement or otherwise. Unit Owners are also prohibited from making any repair or alteration which would void any warranty covering the building's windows and doors.

(C) In order to promote a consistent appearance of the Building from the outside, each Unit Owner will be required to install and maintain window treatments having a neutral-colored backing on windows and Private Terraces in its Unit which face Bleecker Street or Mulberry Street, which window treatments and backings must conform to any specifications (including a new color) established from time to time by the Board of Managers.

(D) Notwithstanding the provisions of Section 5.10(A), (B) or (C) or Section 5.11 hereof, in the event that any Maintenance to the Property or any part thereof, whether part of a Unit or Common Elements, is necessitated by the negligence, misuse or neglect of (i) 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 (ii) the Board, the entire cost thereof shall be charged to the Unit Owners as a Common Expense, or the Residential Unit Owners as a Residential Common Expense, as applicable. In addition, each Unit Owner shall be responsible for all damages to any and all other Units and/or to the Common Elements by reason of his failure to perform any Maintenance to his Unit or any Common Elements or otherwise satisfy the Unit Owner's obligations as

provided in this Section 5.10 or Section 5.11 hereof.

Section 5.11 Specially Allocated Expenses. The following provisions shall apply with respect to costs and expenses, including but not limited to costs and expenses relating to Residential Common Elements and Residential Limited Common Elements, to reflect special allocations to the Commercial Unit as a non-residential Unit and to reflect the special or exclusive use or availability or exclusive control of such areas by particular Unit Owners as authorized by § 339-m of the Condominium Act:

(A) Except as otherwise provided in the Declaration or in these By-Laws and subject to the provisions of Section 5.10(D) herein, all Maintenance, whether structural or non-structural, ordinary or extraordinary in or to the Residential Common Elements (whether such Residential Common Elements are located outside a Unit or within a Unit) shall be made by the Board of Managers and the cost and expense thereof shall be charged to the Residential Unit Owners as a Residential Common Expense. Notwithstanding the foregoing and the definition of Residential Units as set forth in the Declaration, solely for purposes of the obligation of the Board of Managers to perform Maintenance, whether structural or non-structural, ordinary or extraordinary, in or to the portion of the Residential Units consisting of the entire exterior envelope of the building of the building including but not limited to face brick, parapets and roof systems, other than those portions that are specifically part of the Commercial Unit, such portion shall be considered Residential Common Elements and charged as a Residential Common Expense. Notwithstanding the foregoing and the definition of Garage Parking Space Units as set forth in the Declaration, solely for purposes of the obligation of the Board of Managers to perform Maintenance, whether structural or non-structural, ordinary or extraordinary, in or to the Garage Parking Space Units, the entire garage area in which the Garage Parking Spaces are located shall be considered Residential Common Elements and charged as a Residential Common Expense.

(B) All normal Maintenance of all Residential Limited Common Elements, including the Private Terraces appurtenant to and for the exclusive use of particular Units, including all Maintenance to the pavers or other flooring or surfaces of same, whether installed prior to the Unit Owner's acquisition or by the Unit Owner, and including all Maintenance necessary to provide access to the Board of Managers to perform structural or extraordinary Maintenance beneath such pavers or other surfaces, shall be made by the Unit Owner owning such Unit at his own cost and expense. All landscaping and maintenance for the planted areas of all Private Terraces shall be made by the Unit Owner owning such Unit at his own cost and expense. All plantings, and all removals or new plantings and any other construction, alterations, additions or improvements in or to the Private Terraces are subject to the approval of the Board of Managers from time to time pursuant to the applicable provisions of the Condominium Documents. The Unit Owner must: (i) advise the Board of Managers in advance of the identity of his landscape contractor, and (ii) obtain and maintain, and cause his contractor to obtain and maintain during the course of such work such insurance as the Board of Managers may reasonably prescribe. The Unit Owner's choice of landscape contractor shall be subject to the reasonable approval by the Board of Managers from time to time.

(C) All structural or extraordinary Maintenance of all Residential Limited Common Elements, including Private Terraces, including, but not limited to, any leaks in the Private Terraces which are not related to the pavers or other flooring or surfaces of same, or caused by the acts or negligence of the Unit Owners which have the exclusive right to use such Private Terraces or other such areas, and cleaning and painting the sides of the terraces facing away from the usable portions of the Private Terraces, shall be made by the Board of Managers and the cost and expense thereof shall be charged to all Residential Unit Owners as a Residential Common Expense.

(D) All normal Maintenance of all Commercial Limited Common Elements, if any, including all Maintenance necessary to provide access to the Board of Managers to perform structural or extraordinary

Maintenance beneath any surface of such Commercial Limited Common Elements, shall be made by the Commercial Unit Owner owning such Unit at its own cost and expense. All structural or extraordinary Maintenance of all Commercial Limited Common Elements, if any, including, but not limited to, any leaks caused by the acts or negligence of the Commercial Unit Owners which have the exclusive right to use areas shall be made by the Board of Managers and the cost and expense thereof shall be charged to all respective Commercial Unit Owner(s) with such Commercial Limited Common Element.

(E) The Commercial Unit Owner shall not pay any costs or expenses relating to the Maintenance, whether structural or non-structural, ordinary or extraordinary in or to any Residential Unit, Residential Common Elements or Residential Limited Common Elements, and all such costs and expenses shall be charged as a Residential Common Expense.

(F) The Residential Unit Owners shall not pay any costs or expenses relating to the Maintenance of Commercial Limited Common Elements, if any.

(G) To the extent that any costs and expenses of the Condominium, whether characterized as ordinary operating expenses or capital expenditures, are required to be specially allocated between the Commercial Unit and the Residential Units pursuant to the Declaration and/or the By-Laws, any payment of same from any reserve fund or working capital fund shall be similarly specially allocated between the Commercial Unit and the Residential Units on the Books and Records of the Condominium. To the extent any subsequent determination of Common Expenses or Assessments by the Board of Managers, however characterized, includes or results in a replenishment of any reserve fund or working capital fund, the full amount of such replenishment, and the payments due from the Commercial Unit Owner and Residential Unit Owners, shall be specially allocated between the Commercial Unit and the Residential Units until full amount of the use of the reserve fund or working capital fund for specially allocated items has been replenished in the same proportion.

(H) Each Unit Owner shall be responsible for all damages to any and all other Units and/or to the Common Elements by reason of his failure to do the foregoing.

Section 5.12 Restrictions on Use of Units and the Property. In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

(A) Each Residential Unit shall be used only as a residence and, subject to compliance with these By-Laws, professional and ancillary business or home occupation use as permitted by law. A Residential Unit may only be occupied by: (i) any individual who is a Residential Unit Owner (or if the Residential Unit Owner is not the occupant of the Residential Unit, another primary occupant designated and approved in writing by the Sponsor at the time the Residential Unit is purchased if purchased from the Sponsor or approved in writing by the Board of Managers) or permitted lessee; (ii) any officer, director, shareholder or employee of any corporation which is a Residential Unit Owner or permitted lessee; (iii) any partner or employee of any partnership which is a Residential Unit Owner or permitted lessee; (iv) any member or employee of any limited liability company which is a Residential Unit Owner or permitted lessee; (v) the fiduciary or beneficiary or employee of any fiduciary which is a Unit Owner or permitted lessee; or (vi) any principal or employee of any other entity (including, but not limited to, embassies and consulates of foreign governments) which is a Residential Unit Owner or permitted lessee; provided that in each instance in clauses (ii) through (vi) above: (A) the designated officer, director, shareholder, partner, member, fiduciary, beneficiary, principal or employee is designated at the time the Residential Unit is purchased or thereafter by prior written notice to the Board of Managers as the primary occupant of the Residential Unit and is not being designated to use the Unit on a transient basis or as other than the primary occupant; and (B) such use is not, in fact or in effect,

part of in furtherance of a program, plan, entity, agreement or other arrangement providing for the leasing of the Residential Unit without compliance with the provisions of these By-Laws relating to leasing or any other short-term, fractional or shared use and/or ownership of such Residential Unit; and (vii) Family Members, domestic employees and/or non-paying guests of any of the foregoing who co-reside in the Residential Unit with such permitted occupant as provided in clauses (i) through (vi) above. Any other occupancy shall be considered a leasing subject to the requirements of Article 7 of the Declaration. Additionally, in no event shall a portion of the Residential Unit (as opposed to the entire Residential Unit) be sold, conveyed, leased, or subleased, and no transient occupant (other than a guest permitted under this Section 5.12(A) may be accommodated therein.

Notwithstanding the foregoing or anything else contained in the Offering Plan, Sponsor or its designees may, without the consent of either the Board of Managers or the Unit Owners use any one or more Unsold Units as model apartments and offices for selling, renting, management, operation and promotion of the Units owned by Sponsor or its designees or for any lawful purpose.

(B) The Commercial Unit and any Units resulting from the subdivision thereof may be used for retail business, commercial and professional purposes or for any other lawful purpose in the sole discretion of Sponsor or other owner of the Commercial Unit.

(C) The Garage Parking Space Units and the Accessible Parking Space may be used for accessory parking for the Unit Owner's automobile or motorcycle as permitted by law subject to the Rules and Regulations established by the Board of Managers from time to time. As to the Accessible Parking Space, if no person with physical disabilities resides in the unit as to which the Accessible Parking Space Lease is appurtenant, in order to comply with DOB 2008 Code BC1106.2.1, or any other applicable laws mandating the use or availability of the Accessible Parking Space by persons with disabilities, the Unit Owner who is the tenant under the Accessible Parking Space Lease (the "Accessible Parking Space Tenant") must make the Accessible Parking Space available for use by a resident who is a person with physical disabilities no later than the end of the month following the month in which a request for use of the Accessible Parking Space is made, subject to whatever rights the Accessible Parking Space Tenant may have under applicable law to require compensation from the requesting Unit Owner.

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

(E) No nuisances shall be allowed on the Property nor shall any use or practice be allowed that either is a source of unreasonable annoyance to its residents or interferes with the peaceful possession or proper use of the property by its residents or occupants.

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

(G) No portion of a Residential Unit (other than the entire Unit) may be rented, and no transient tenants may be accommodated therein.

(H) Dogs, cats, birds, reptiles or other animals or common household pets which do not cause a nuisance, health hazard or unsanitary condition may be kept in Residential Units, but only with the prior

written consent of the Board of Managers, or as to purchasers from Sponsor, with the prior written consent of Sponsor delivered at the time of closing of title, and subject to the rules and regulations adopted by the Board of Managers from time to time, including those pertaining to the size of a pet and the permitted level of noise. In no event will any animal be permitted in any portion of the Common Elements unless carried or on a leash. Each Residential Unit Owner who keeps any type of pet in such Residential Unit may be required to enter into an agreement with the Board of Managers setting forth such other rules regarding pets as the Board of Managers shall deem suitable and indemnifying and holding harmless the Condominium, all Unit Owners and the Managing Agent from all claims and expenses resulting from acts of such pets. No pigeons or other birds or animals shall be fed from the window sills or other public portions of the Building or on the sidewalk or street adjacent to the Building.

Section 5.13 Additions, Improvements or Alterations by the Board of Managers. All alterations, additions or improvements in or to any Common Elements shall be made either by the Board of Managers or Unit Owner required to maintain such Common Elements and the cost and expense thereof shall be charged either to all Unit Owners as a Common Expense, or to all Residential Unit Owners as a Residential Common Expense, or to the Unit Owner responsible therefor, as the case may be. Whenever in the judgment of the Board of Managers the Common Element shall require additions, alterations or improvements costing in excess of $250,000 in the aggregate in any calendar year, the making of such additions, alterations or improvements shall require approval by a majority of the Unit Owners or Residential Unit Owners, as applicable, present and voting at a meeting at which a quorum is present (including Sponsor as owner of Unsold Units), and if so approved, the Board of Managers shall proceed with such additions, alterations or improvements and shall assess the appropriate Unit Owners for the cost thereof as a common charge. Any additions, alterations or improvements costing in the aggregate $250,000 or less in any calendar year may be made by the Board of Managers without approval of the Unit Owners, and the cost thereof shall constitute part of the Common Expenses. Notwithstanding the foregoing, for so long as Sponsor or its designee shall own Units representing at least 25% of the Common Interests, but not more than five (5) years from the First Closing, no additions, alterations or improvements shall be made to the Common Elements, regardless of the cost thereof, unless the consent of Sponsor or its designees is first obtained pursuant to Section 2.4 hereof, or such action is required by law.

Section 5.14 Additions, Alterations, or Improvements by Unit Owners. Subject to the terms of Article 12 of the Declaration:

(A) No Residential Unit Owner shall make any structural addition, alteration or improvement in or to his Unit or any Residential Limited Common Elements appurtenant thereto, without the prior written approval of the Board of Managers. The Board of Managers is required to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit within thirty (30) days after receipt of a complete set of documents and information as to the proposed addition, alteration or improvement, and independent architectural review, if necessary, and failure to do so within the stipulated time shall constitute a denial by the Board of Managers to the proposed addition, alteration or improvement. The Unit Owner can make any non-structural alterations or improvements to the Unit he desires without obtaining the consent of the Board of Managers, but with not less than ten (10) days prior written notice to the Board of Managers and compliance with the provisions of Section 5.14(B) below, so long as the alterations or improvements do not affect the Building or any Common Element, jeopardize the soundness or safety of the Property, reduce the value thereof or impair any easement therein.

(B) No Residential Unit Owner shall make any structural addition, alteration or improvement in or to a Unit or Residential Limited Common Element nor any non-structural addition, alteration or improvement, without first (i) obtaining and maintaining during the course of such work such insurance as the Board of Managers may reasonably prescribe, and (ii) executing and delivering to the Board of Managers

an agreement, in form and substance reasonably satisfactory to the Board, setting forth the reasonable terms and conditions under which such alteration, addition or improvement may be made, including, without limitation, the days and hours during which any such work may be done, and (iii) executing and delivering to the Board of Managers an agreement indemnifying and holding harmless the Board, its members and officers, and all Unit Owners from and against any liability, cost or expense arising out of or connected to such work. The Unit Owner shall also bear the cost of any increased taxes or insurance premiums resulting from his alterations, additions or improvements. Unit Owners shall be responsible for paying to the Managing Agent a reasonable fee, as established by the Board of Managers, for the processing of applications for consent to alterations.

(C) Any application to any department of the City of New York or to any other governmental authority for a permit to make an addition, alteration or improvement to any Unit or Limited Common Element will be executed by the Board of Managers without, however, incurring any liability on the part of the Board of Managers or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. All responsibility with respect to any such addition, alteration or improvement shall remain with the Unit Owner until conveyance of the Unit, at which time such responsibility shall pass to and be assumed by the transferee and the successors and assigns of such transferee.

(D) The provisions of this Section 5.14 shall apply to Residential Units even if the alteration, addition or improvement to be made by the Residential Unit Owner is made pursuant to any provision of the Condominium Documents which requires or provides that the Board of Managers may require that Maintenance work be made or performed by a Residential Unit Owner. In connection with any addition, alteration or improvement in or to a Unit, and also any Maintenance of a Unit, the Unit Owner must: (i) advise the Board of Managers in advance of the identity of the contractor, and (ii) obtain and maintain, and cause his contractor to obtain and maintain during the course of such work such insurance as the Board of Managers may reasonably prescribe. The Unit Owner's choice of contractor shall be subject to the reasonable approval by the Board of Managers from time to time.

(E) The provisions of this Section 5.14 shall not apply to Sponsor or its designees and every subsequent owner of the Commercial Unit, including as to Units which are re-acquired by Sponsor or its designees as Unsold Units, and any additions, alterations and improvements by Sponsor or its designees and every subsequent owner of the Commercial Unit shall be governed solely by the applicable provisions of Article 12 of the Declaration except that the obligations of the Board of Managers, including the obligations to execute applications as set forth in Section 5.14(C) shall apply.

(F) In addition to the requirements set forth above in this Section 5.14, until a final Certificate of Occupancy is obtained for the Building, no Unit Owner shall make any alterations in or to its Unit without first notifying Sponsor of the same in writing and complying with Sponsor's requirements with respect to the same. Such requirements may include, without limitation, the following:

(i) such work shall not include any change that would result in a delay in obtaining a temporary or final Certificate of Occupancy for the Building, or any amendment thereto, or extension of the same if theretofore issued;

(ii) such Unit Owner shall post a bond or similar security that is reasonably acceptable to Sponsor in an amount sufficient (in Sponsor's reasonable judgment) to insure the diligent completion of the work and the filing of any required notices or certificates with respect to such work and the completion of the same with all governmental authorities having jurisdiction;

(iii) such work shall not be commenced until such Unit Owner causes all required plans, specifications, notices and/or certifications to be filed all governmental authorities having jurisdiction, processes all required permits and licenses with respect to the same, and delivers copies of all such plans, specifications, notices certifications, permits and licenses to Sponsor;

(iv) such work shall be diligently prosecuted to completion in compliance with all plans, specifications, notices and/or certifications and in conformity with all permits and licenses;

(v) Sponsor and its representatives shall be given reasonable opportunity from time to time, to inspect such work as it progresses;

(vi) promptly after the completion of such work, all necessary inspections and approvals of the same shall be obtained, all necessary notices and/or certifications shall be filed with the appropriate governmental authorities and Sponsor shall be given a copy of all such inspections, approvals, notices and certification;

(vii) such Unit Owner shall indemnify, defend and hold Sponsor harmless from any cost, expense, claim or liability arising, directly or indirectly, from such work, including, without limitation, any cost, expense, claim or liability incurred or suffered by Sponsor due to any violation of a legal requirement or due to any delay in obtaining a temporary or final Certificate of Occupancy for the Building (or any amendment to, or extension of, the same if theretofore issued) as a result of such work or the failure to timely make all appropriate governmental filings in connection with the same; and

(viii) all contractors shall be duly licensed to the extent required by applicable legal requirements and, if required under any contract with any union whose members are performing services at the Building (including, without limitation, services directly or indirectly at the behest, for the benefit, or for the account of Sponsor, any other Unit Owner, or the Board), such work shall be performed solely by union member.

If any Unit Owner commences any such Alternations in violation of the foregoing terms and conditions, or fails to comply with the requirements set forth above or other reasonable requirements of Sponsor in connection with the same, Sponsor shall be entitled to cause such work by such Unit Owner to be halted , including, without limitation, causing the Managing Agent to deny access to the Building to the Unit Owner's workers and suppliers, until such Unit Owner so complies. During the period until such Unit Owner is permitted hereunder to resume its work, Sponsor shall have the right to cause to be performed (whether by Sponsor, its designee or otherwise) any and all work in and to such Unit Owner's Unit as shall be necessary, in Sponsor's or its designee's sole judgment, in order to avoid any delay in obtaining a temporary or final Certificate of Occupancy for the Building (or any amendment to, or extension of, the same if theretofore issued), whether or not such work shall be in compliance with the plans and specifications for the work theretofore performed by, or on behalf of, such Unit Owner. The cost and expense of any such work so performed shall be borne by such Unit Owner and shall be paid to Sponsor within 15 days of Sponsor's written demand therefor.

(G) No Garage Parking Space Unit Owner shall make any addition, alteration or improvement, structural or non-structural in or to any Garage Parking Space Unit.

Section 5.15 Use of Common Elements and Facilities. No furniture, packages or objects of any kind shall be placed on the grounds, walks, common entrances, common terrace, lobbies, public halls, service corridors or other public areas, or any other part of the Common Elements, other than areas which may be

designated as storage areas. The lobbies, public halls, driveways, service corridors and other public areas shall be used only for the purposes established by the Board of Managers from time to time. Unit Owners shall require their tradesmen to utilize exclusively the elevator(s) designated by the Board of Managers for transporting packages, merchandise or any other objects which may affect the comfort or well being of the passengers of the elevators used for transportation of Unit Owners, residents and guests. The provisions of this Section 5.15 shall not apply to Sponsor or its designees until such time as all Units have been initially sold and conveyed by Sponsor or its designees. However, Sponsor or its designees shall not use the Common Elements in such a manner as will unreasonably interfere with the use of the other Units for their permitted purposes.

Section 5.16 Right of Access. Each Unit Owner shall grant a right of access to his Unit to the Board of Managers, the Managing Agent and/or any other person authorized by the Board of Managers, for the purpose of making inspections to determine if there exist conditions threatening another Unit or a Common Elements, or violations of the By-Laws or Rules and Regulations of the Condominium or any State or Municipal ordinances, or for the purpose of correcting any conditions originating in the Unit and threatening another Unit or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in his Unit or elsewhere in the Building, or to correct any condition which violates the provisions of any mortgage covering another Unit, provided that requests for such entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner, and further provided that such right shall be exercised in such manner as will not unreasonable interfere with the normal use of the Units. In case of an emergency where action is immediately necessary for the preservation or safety of the Building or residents or required to avoid the suspension of any necessary service to the Condominium, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. In exercising any such emergency right of access to or entry to any Unit pursuant to the preceding sentence, the Board of Managers or its Managing Agent shall prior to entry upon such Unit the demised premises, except in case of emergency, make reasonable effort to give the Unit Owner notice thereof, which notice may be by telephone, e-mail or other means other than as provided in Section 10.1 hereof. In the exercise of the right of access provided in this Section 5.16, any costs for repairs shall be borne in accordance with the provisions of Section 5.10 hereof.

Section 5.17 Rules and Regulations. Rules and Regulations concerning the use of the Units and the Common Elements may be promulgated and amended by the Board of Managers. Copies of such rules and regulations shall be furnished by the Board of Managers to each Unit Owner prior to time when the same shall become effective. Initial rules and regulations, which shall be effective until amended by the Board of Managers, are annexed hereto and made a part hereof as Schedule A.

Section 5.18 Real Estate Taxes, Water and Sewer Charges.

(A) In the event that the Units have not been separately assessed for real estate tax purposes prior to the First Closing, real estate taxes on the Property, until such time as the Units are separately assessed, shall be included as part of the Common Expenses of the Condominium. Accordingly, the Board of Managers will pay all real estate taxes with respect to the Condominium and will allocate the entire cost thereof among all Unit Owners in the proportion of each Unit's Common Interest and the Board will have a lien on each Unit for non-payment thereof, as if such charges were Common Charges. After the Units have been separately assessed: (i) each Unit will be taxed as a separate tax lot for real estate tax purposes and the Unit Owner will not be responsible for the payment, nor will his Unit be subjected to any lien arising from the non-payment, of taxes on other Units, and (ii) Unit Owners will be reimbursed for any overpayment of taxes which they may have made to the Board of Managers or assessed for any underpayment of taxes, as the case may be.

(B) Water shall be supplied to all of the Units and the Common Elements through one or more

Building meters. Unless Unit Owners are billed directly by the City Collector, the Board of Managers shall pay all water and sewer charges arising therefrom as a Common Expense; provided that this charge shall be specially allocated and apportioned based on separate meters for the Commercial Unit and the Residential Units, if any.

(C) In the event of a proposed sale of any Unit, for so long as the Board of Managers is still paying such real estate taxes, water and sewer charges, the Board of Managers, or the Managing Agent on its behalf, shall, upon the written request of the selling Unit Owner, execute and deliver to the purchaser of such Unit or to such purchaser's title company, a letter agreeing promptly to pay all such taxes, charges and rents affecting such owner's Unit to the date of the closing of title to such Unit.

Section 5.19 Heating; Gas and Electricity. Gas for hot water, residential cooking, gas fireplaces and gas dryers for shall be supplied to all of the Units by the Condominium. Gas for common area heating, air conditioning and ventilation, hot water for the swimming pool and cellar lavatories, gas dryers in the basement laundry room and the emergency generator shall be supplied for the Common Elements by the Condominium. The Board of Managers shall pay for such costs as a Common Expense, provided that these charges shall be specially allocated and apportioned as provided in the Section 5.1 hereof to the Residential Unit Owners only. Electricity to the Residential Units, including electricity for the heating and air conditioning equipment controlling heat and air conditioning to the Units, shall be supplied by the utility company servicing the Residential Units and separately metered for each Unit by separate direct meters provided by the local utility or via digital meters approved by the Public Service Commission or other manner in which electrical consumption to the Residential Units is measured. If electricity is provided to the Residential Units directly from the utility company, the cost for such electricity with be billed directly to the Residential Unit Owners by the utility company. If electricity is provided to the Residential Units by separate digital meters or other measurement manner, the Board of Managers shall pay the electrical charges to the utility as a Residential Common Expense, but will specially allocate the cost of electricity to Residential Unit Owners based on such method of measuring consumption or require Residential Unit Owners to pay electricity charges so measured directly, in which events electricity charges shall no longer be a Residential Common Expense. The Commercial Unit shall be separately metered and billed directly for all such charges. Electricity for the Common Elements shall be supplied through one or more separate meters therefor and the cost thereof will be paid by the Board of Managers as a Common Expense, provided that these charges shall be specially allocated and apportioned as provided in the Section 5.1 to the Residential Unit Owners.

ARTICLE 6
MORTGAGES

Section 6.1 Notice to Board of Managers. A Unit Owner who mortgages his Unit shall notify the Board of Managers of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Managers. The Board of Managers shall maintain such information in a book entitled "Mortgages of Units".

Section 6.2 Notice of Unpaid Common Charges or Other Default. The Board of Managers, whenever requested in writing by a Permitted Mortgagee, shall promptly report to such Permitted Mortgagee any default by his mortgagor(s) in the payment of Common Charges or Special Assessments or in the observance or performance of any of the provisions of the Condominium Documents as to which the Board of Managers has knowledge then exists.

Section 6.3 Notice of Default. When giving notice to a Unit Owner of any default in paying Common Charges or other default, the Board of Managers shall send a copy of such notice to each Permitted Mortgagee whose name and address has theretofore been furnished to the Board of Managers.

Section 6.4 Examination of Books. Each Unit Owner and each Permitted Mortgagee shall be permitted to examine the books of account of the Condominium at reasonable times, on business days, on not less than three (3) business days' prior written notice, but not more frequently than once a month.

Section 6.5 Consents by 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 of Managers or any Unit Owner, provided, however, that nothing contained herein shall be deemed to limit or affect the rights of any mortgagee against his mortgagor. In the event that any such consent or approval shall be expressly required pursuant to the terms of the Declaration or these By-Laws, the decision of a majority of the Mortgage Representatives, if any are designated pursuant to the terms of Section 6.6, shall be deemed binding upon the holders of all mortgages encumbering Units.

Section 6.6 Mortgage Representatives. The holders of Institutional Mortgages constituting a majority in principal amount of all Institutional Mortgages may, if they so elect, designate not more than three (3) Mortgage Representatives by giving written notice thereof to the Board of Managers, which Mortgage Representatives shall thereby be empowered to act as the representatives of the holders of all mortgages encumbering Units with respect to any matter requiring the consent or approval of mortgagees under the Declaration or these By-Laws. Any designation of a Mortgage Representative pursuant to the terms of this paragraph 6.6 shall be effective until any successor Mortgage Representative is designated pursuant to the terms hereof and written notice thereof is given to the Board of Managers. Unless otherwise required by law, no holders of mortgages encumbering Units other than Institutional Lenders who hold Permitted Mortgages shall be entitled to participate in the designation of Mortgage Representatives, but all holders of mortgages encumbering Units shall be subject to all determinations made by the Mortgage Representatives pursuant to the terms of the Declaration or these By-Laws.

Section 6.7 Mezzanine Financing. In the event that Declarant obtains a loan secured by a pledge of membership interests in Declarant (a "Mezzanine Lender"), such Mezzanine Lender shall be considered an Institutional Lender and a Permitted Mortgagee as to the Unsold Units, and as such, the Mezzanine Lender shall be entitled to receive all notices and to have its performance accepted by the Board, and otherwise to be entitled to all rights, benefits and privileges of an Institutional Lender and a Permitted Mortgagee as to the Unsold Units pursuant to this Article 6.

ARTICLE 7
SALES, LEASES AND MORTGAGES OF UNITS

Section 7.1 Sales and Leases. Subject to the terms of Sections 7.8, 7.10 and 7.11 hereof, no Unit Owner may sell or lease his Unit or any interest therein except by complying with the following provisions:

(A) Subject to By-Laws. Any contract to sell a Residential Unit together with its Appurtenant Interests and any lease of a Residential Unit shall contain the following language: "THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE HEREBY MADE EXPRESSLY SUBJECT TO THE RIGHTS, IF ANY, OF THE BOARD OF MANAGERS OF 40 BLEECKER STREET CONDOMINIUM WITH RESPECT TO THE TRANSACTION EMBODIED HEREIN PURSUANT TO THE TERMS OF ARTICLE 7 OF THE BY-LAWS OF THE SAID CONDOMINIUM, AS THE SAME MAY HAVE BEEN AMENDED". The time limits contained in this Section 7.1 with respect to Board action may be extended in the sole discretion of the Board of Managers.

(B) Notice of Outside Offer. Any Residential Unit Owner (an "Offeree Unit Owner") who (i) receives a bona fide offer for the sale of his Unit together with its Appurtenant Interest, which he intends to accept, or who enters into any Contract of Sale for the sale of his Unit; or (ii) receives a bona fide offer to

lease his Unit, which he intends to accept, or who enters into any Lease for his Unit (each instance of (i) or (ii) above hereinafter called an "Outside Offer") shall give notice thereof to the Board of Managers within thirty (30) days from receipt of written notice thereof of such offer and of such intention, or within ten (days) from when such Contract of Sale or Lease shall be fully executed, which notice shall be accompanied by a fully executed, original counterpart of the Contract of Sale or Lease if one has been executed, the name and address of the proposed purchaser or tenant (the "Outside Offeror"), the terms of the proposed transaction and such other information as the Board of Managers may reasonably require.

(C) Offer to Board of Managers. The sending of the notice referred to in Section 7.1(B) shall constitute an offer by such Offeree Unit Owner to sell his Residential Unit, together with its Appurtenant Interests, or to lease his Unit on the same terms and conditions as are contained in the Outside Offer, subject, however, to any variance therefrom provided in Section 7.1(D), to: (i) the Board of Managers or to its designee, corporate or otherwise, on behalf of all Residential Unit Owners (a "Board Designated Purchaser"), or (ii) to a purchaser produced by the Board of Managers who will purchase such Residential Unit together with its Appurtenant Interests for his or its own account (a "Produced Purchaser"), or in the case of a Lease, (iii) to a tenant produced by the Board of Managers. The giving of such notice shall further constitute a representation and warranty by the Offeree Unit Owner to the Board of Managers, on behalf of all Residential Unit Owners, that such Offeree Unit Owner believes the Outside Offer, including any Contract of Sale or Lease, to be bona fide in all respects. Thereafter, upon the written demand of the Board of Managers, the Offeree Unit Owner shall submit to the Board of Managers, in writing, such further information with respect to the Outside Offeror and the Contract of Sale as the Board of Managers may reasonably request.

(D) Election by Board of Managers. Within thirty (30) days after receipt of a notice from an Offeree Unit Owner as set forth in Section 7.1(B), the Board of Managers may elect, by notice to such Offeree Unit Owner, (i) to purchase or lease such Residential Unit, together with the Appurtenant Interests (or to cause the same to be purchased or leased by a Board Designated Purchaser), on behalf of all Residential Unit Owners, or (ii) to produce a Produced Purchaser or tenant who will purchase or lease such Residential Unit together with its Appurtenant Interests, and in either event on the same terms and conditions as are contained in the Outside Offer and as stated in the notice from the Unit Owner and modified by this Section 7.1(D). In the event the Board of Managers shall elect to purchase the Residential Unit or to have the Residential Unit purchased by a Board Designated Purchaser or a Produced Purchaser, title shall close at the office of the attorneys for the purchaser in accordance with the terms of the Outside Offer but not less than forty-five (45) days after the giving of notice by the Board of Managers of its election to purchase or have the Residential Unit so purchased. At the closing, the Offeree Unit Owner shall convey the Residential Unit and Appurtenant Interests to the Board of Managers, the Board Designated Purchaser or the Produced Purchaser, as applicable, by deed in the form required by Section 399-o of the Condominium Act with all tax and/or documentary stamps affixed at the expense of the Offeree Unit Owner, who shall also pay all other transfer taxes arising out of such sale notwithstanding any terms of the Outside Offer or Contract of Sale to the contrary. Real estate taxes (including water and sewer charges, if separately assessed), mortgage interest (if applicable) and Common Charges shall be apportioned between the Offeree Unit Owner and the Board of Managers, the Board Designated Purchaser or the Produced Purchaser as of the closing date, notwithstanding any terms of the Outside Offer or Contract of Sale to the contrary.

(E) Failure of Board of Managers to Accept Offer. In the event the Board of Managers shall fail to accept such offer or to produce a Board Designated Purchaser or a Produced Purchaser or a tenant within thirty days as aforesaid, or fails to act within said thirty-day period, the Offeree Unit Owner shall be free to contract to sell or lease such Residential Unit, together with the Appurtenant Interest, within sixty days after the expiration of the period in which the Board of Managers might have accepted such offer, to the Outside Offeror, on the terms and conditions set forth in the notice from the Offeree Unit Owner to the Board of Managers of such Outside Offer. In the event the Offeree Unit Owner shall not, within such sixty day period,

contract to sell or lease such Residential Unit, together with the Appurtenant Interests to the Outside Offeror on the terms and conditions contained in the Outside Offer, or if the Offeree Unit Owner has contracted or shall so contract to sell or lease his Residential Unit and the Appurtenant Interests with such sixty-day period, but such sale shall not be consummated or such lease commence pursuant to the terms of such contract, then should such Offeree Unit Owner thereafter elect to sell or lease such Residential Unit, together with the Appurtenant Interest, to the same or another Outside Offeror on the same or other terms and conditions, the Offeree Unit Owner shall be required to again comply with all of the terms and provisions of this Section 7.1.

(F) Transferee's Assumption; Power of Attorney. Any deed or lease of a Unit and its Appurtenant Interests to a transferee shall expressly provide that the acceptance thereof by the grantee shall constitute an assumption of all of the terms of the Condominium Documents, and, in the absence of such express language, the same shall be conclusively deemed to have been included therein. At the time of acquiring title to a Unit and as a condition thereof, the new Unit Owner, upon the request of the Board of Managers, shall duly execute, acknowledge and deliver to the requesting party, for recording in the Register's Office, a Unit Owner's Power of Attorney required in Article 14 of the Declaration in the form set forth as Exhibit E to the Declaration.

Section 7.2 Consent of Unit Owners to Purchase of Residential Units by Board of Managers. The Board of Managers shall not exercise any option set forth in Section 7.1 to purchase any Residential Unit or to produce a Board Designated Purchaser without the prior approval of a majority in Common Interests of the Residential Unit Owners, but this restriction shall not apply to an election by the Board of Managers to produce a Produced Purchaser or to lease or produce a tenant to lease a Unit, which elections may be made by the Board of Managers.

Section 7.3 Sovereign Immunity. Notwithstanding anything to the contrary set forth above, before any Unit is conveyed to a government or governmental mission, or to a department, agency or consulate of a government, or to any other party who or which may be entitled under applicable laws, conventions or treaties (including, without limitation, the United States Foreign Sovereign Immunities Act as same may be amended) to any present or future claim to any immunity, whether characterized as sovereign immunity or otherwise (or diplomatic or consular immunity, if applicable) (such grantee hereinafter referred to as a "Governmental Entity"), from any legal or equitable proceedings in the United States of America or elsewhere, the Board of Managers may require that the potential grantee enter into an agreement with the Board of Managers, on terms acceptable to the Board of Managers and its counsel, in which the potential grantee (i) agrees to a specified arrangement for service of process, (ii) expressly and irrevocably waives, to the full extent permitted by law (including, without limitation, the United States Foreign Sovereign Immunities Act, as same may be amended), with respect to the potential grantee, and with respect to any and all other intended occupants of the Unit, any present or future claim to any immunity, whether characterized as sovereign immunity or otherwise, (and diplomatic and consular immunity, if applicable) from any legal or equitable proceedings in the United States of America or elsewhere, brought by the Board of Managers or my other party claiming with respect to the Unit (including without limitation, immunity from service of process, immunity from jurisdiction of any court or tribunal and immunity of any of that party's property from attachment prior to entry of judgment and from attachment in aid of execution, and from execution itself, upon a judgment), (iii) agrees that any legal action or proceeding with respect to the Unit may be brought in the courts of the State of New York, and in the City of New York, or in the United States District Court for the Southern District of New York, as the Board of Managers shall elect, and (iv) permits execution and enforcement of any judgment obtained by the Board of Managers. The foregoing provisions do not apply to sales of Unsold Units.

Section 7.4 No Severance of Ownership. No Unit Owner shall execute any deed or any other instrument conveying title to his Unit without including therein its Appurtenant Interests, it being the intention

to prevent any severance of such combined ownership. Any deed or other instrument purporting to affect one or more such interests shall be taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, conveyed or otherwise disposed of, except as part of a sale, conveyance or other disposition of the Unit to which such interests are appurtenant or as part of a sale, conveyance or other disposition of such part of the Appurtenant Interests of all Units. Nothing contained in this Section 7.4, however, shall prohibit the lease of any Unit without the simultaneous lease of its Appurtenant Interests.

Section 7.5 Release by Board of Managers of Right of First Refusal. The right of first refusal contained in Section 7.1 hereof may be released or waived by the Board of Managers, in which event the Unit, together with the Appurtenant Interests, may be sold or conveyed, free and clear of such Section 7.1.

Section 7.6 Certificate of Termination of Right of First Refusal. A certificate executed and acknowledged by the Secretary or other officer of the Condominium or the Managing Agent, stating that the provisions of Section 7.1 hereof have been met by a Residential Unit Owner or that the right of first refusal provided for therein has been duly released or waived by the Board of Managers and that, as a result thereof, the rights of the Board of Managers thereunder have terminated, shall be conclusive upon the Board of Managers and all Unit Owners in favor of all persons who rely upon such certificate in good faith. Such certificate shall be furnished to any Unit Owner who has in fact complied with the provisions of Section 7.1 hereof or in respect to whom the provisions of such section have been waived or do not apply upon request, at a reasonable fee payable to the Managing Agent.

Section 7.7 Financing of Purchase of Units by Board of Managers. Acquisition of Residential Units by the Board of Managers, or its designee, on behalf of all Residential Unit Owners, may be made from the working capital and Common Charges in the hands of the Board of Managers, or if such are insufficient, the Board of Managers may levy an assessment againsteach Residential Unit Owner and Garage Parking Space Unit Owner in proportion to his Percentage of Residential Interest, as a Residential Common Expense, which assessment shall be enforceable in the same manner as provided in Sections 5.6 and 5.7, and/or the Board of Managers, in its discretion, may borrow money to finance the acquisition of such Unit, provided, however, that no financing may be secured by an encumbrance on or a hypothecation of any property other than the Unit to be purchased together with its Appurtenant Interests so to be acquired by the Board of Managers and provided further that all principal repayment, interest and other costs and expenses in connection with any such borrowing shall be a Residential Common Expense.

Section 7.8 Gifts and Devises, etc. Any Unit Owner shall be free to convey or transfer his Unit, together with its Appurtenant Interests, by gift, or to devise the same by will or to have the same pass by intestacy, without restriction, provided, however, that each succeeding Unit Owner shall be bound by, and his Unit shall be subject to, the provisions of this Article 7.

Section 7.9. Accessible Parking Space Lease; Storage Locker License Agreements. A Unit Owner may assign his Accessible Parking Space Lease or Storage Locker License Agreement but only to another Unit Owner or the Board of Managers. Upon conveyance of a Unit, the Board of Managers will enter into a new Accessible Parking Space Lease or Storage Locker License Agreement with the purchaser of such Unit or another Unit Owner to whom the Unit Owner assigns the Accessible Parking Space Lease or Storage Locker License. In no event may a Unit Owner retain use or rights to the Accessible Parking Space or to a Storage Locker after conveyance or transfer of such Unit Owner's Unit. In the event a Unit Owner conveys his Unit and does not assign the Accessible Parking Space Lease or Storage Locker License Agreement either to the purchaser of his Unit or to another Unit Owner on or prior to the date of conveyance of the Unit, the rights to the Accessible Parking Space or to the Storage Locker in question will devolve to the Board of Managers. In such event, or upon the expiration or sooner termination of the Accessible Parking Space Lease or a Storage

Locker License Agreement, whether by expiration, termination by reason of the sale or other transfer of a Unit, termination by reason of the default of the tenant- or licensee-Unit Owner as provided in the Accessible Parking Space Lease or Storage Locker License Agreement, or surrender of the space, the Board of Managers will have the right to determine the future use of the Accessible Parking Space or such Storage Locker, including without limitation the right to issue a new Accessible Parking Space Lease or Storage Locker License Agreement to another Unit Owner in its sole discretion. A Unit Owner may sublease the Accessible Parking Space or sub-license a Storage Locker but only to another Unit Owner, the Board of Managers or the Sponsor or its designee, as the case may be and only with prior written notice to the Board of Managers and under such terms as are consistent with the Condominium Documents and the Accessible Parking Space Lease or Storage Locker License Agreement. The Accessible Parking Space or a Storage Locker may not be subleased or sub-licensed for short-term or transient tenancy, which shall mean a term of less than one (1) month.

Section 7.10 Leases. In addition to the terms of Section 7.1 hereof and subject to the terms of Section 7.11 hereof, no Residential Unit Owner may lease his Residential Unit for any short-term or transient tenancy. For purposes hereof, the term "short-term" as to Residential Units shall mean a term of less than one (1) year.

Section 7.11 Exceptions. The restrictions set forth in Sections 7.1 and 7.10 hereof shall not apply with respect to any lease, sale or conveyance of a Residential Unit, together with its Appurtenant Interests, by: (i) a Unit Owner to any of his adult Family Members, to any combination of the same, or to a fiduciary of a trust for the benefit of any of them; (ii) Sponsor or its designees; (iii) the Board of Managers or a Board Designated Purchaser; (iv) a party conveying a Residential Unit in connection with the foreclosure of a mortgage or other lien covering such Unit or delivering a deed in lieu of such foreclosure; or (v) any Permitted Mortgagee or his nominee, who has acquired title to any Residential Unit at any foreclosure sale of his Permitted Mortgage or by deed in lieu thereof delivered in a bona fide transaction, provided, however, that each succeeding Residential Unit Owner shall be bound by, and his Unit shall continue to be subject to, all of the terms and conditions of this Article 7. In addition, the terms and conditions contained in Sections 7.1 and 7.10 (other than 7.1(F) which shall apply) hereof shall in no event apply to a sale, lease or conveyance of all or a portion of the Commercial Unit, together with its Appurtenant Interest. Sponsor and its designees and the Commercial Unit Owner from time to time shall have the right to freely sell their Units or to freely lease all or any of them without having to offer the same for sale or lease to the Board of Managers or otherwise subject to the restrictions set forth in Sections 7.1 and 7.10 hereof. The provisions of this Section 7.11 may not be amended without the consent of Sponsor or its designees as to Unsold Units or the Commercial Unit Owner as to the Commercial Unit.

Section 7.12 Voidable Transactions. Any purported sale or lease of a Unit consummated in violation of this Article 7 shall be voidable in the sole discretion of the Board of Managers.

Section 7.13 Charges Imposed on Sale or Lease of Residential Units. The Board of Managers shall be entitled to fix by resolution and collect before any sale or lease of a Residential Unit is consummated, a reasonable charge to cover its expenses, and any fees due the Managing Agent or any attorney retained by the Board of Managers, in connection with the sale or lease. In addition, at the closing of title to each Residential Unit, the Purchaser of the Residential Unit will be required to contribute a sum equal to an aggregate total of two (2) months' Common Charges then in effect: one (1) month's Common Charges to the Condominium to its Reserve Fund for capital expenditures and one (1) month's Common Charges to the Condominium to its Working Capital. The Board of Managers may, by resolution (and without any further action by Unit Owners) increase either of those contribution requirements to an aggregate amount of up to three (3) months of the Common Charges in effect at the time of transfer, or reduce or eliminate such charges on future sales. None of the aforementioned charges shall apply to the lease of a Unit to Sponsor or its designees, to the sale or lease

of Unsold Units by Sponsor or its designees or of the Commercial Unit, or to the sale or lease of Residential Units or the Commercial Unit by a Permitted Mortgagee of Sponsor or its designees or the Commercial Unit Owner that acquires title to any Residential Units or the Commercial Unit at any foreclosure sale of its Permitted Mortgage to Sponsor or its designee or the Commercial Unit Owner or by deed in lieu thereof delivered in a bona fide transaction; provided, however, that each succeeding sale by such Unit Owner shall be subject to the obligation that such charges be paid as and to the extent provided herein.

Section 7.14 Payment of Assessments. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his Unit unless he shall have paid in full to the Board of Managers all unpaid Common Charges and Assessments theretofore assessed against such Unit and shall have satisfied all unpaid liens, other than that of Permitted Mortgages, levied against such Unit.

Section 7.15 Mortgage of Units. Subject to the Sections 6 and 7.14, each Unit Owner shall have the right to mortgage his Unit without restriction, provided that any such mortgage shall be substantially in the form of the New York statutory form of mortgage, except for such changes or additions as may be required in order to permit a particular bank, trust company, insurance company, savings and loan association or other institutional lender to make the mortgage loan.

Section 7.16 Garage Parking Space Units. Except as expressly provided in the Condominium Documents to the contrary, all provisions in the Condominium Documents with respect to the sale or leasing of a Residential Unit, without limitation all provisions of this Article 7 and including the exceptions with respect to the Sponsor, shall apply to the sale or leasing of a Garage Parking Space Unit. In addition, a Garage Parking Space Unit may only be sold to the owner of a Residential Unit and may only be leased for use by occupants of the building.

ARTICLE 8
CONDEMNATION

Section 8.1 In the event of a taking in condemnation or by eminent domain of part or all of the Common Elements (including but not limited to any Residential Common Elements or Residential Limited Common Elements), the award made for such taking shall be payable to the Board of Managers if such award amounts to $250,000 or less, and to the Insurance Trustee, if such award amounts to more than $250,000. If 75% or more of the Unit Owners duly and promptly approve the repair and restoration of such Common Elements, the Board of Managers shall arrange for the repair and restoration of such Common Elements, and the Board of Managers or Insurance Trustee, as the case may be, shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that 75% or more of Unit Owners do not duly and promptly approve the repair and restoration of such Common Elements, the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Section 5.3 of these By-Laws.

ARTICLE 9
RECORDS AND AUDITS

Section 9.1 The Board of Managers or the Managing Agent shall keep detailed records of the actions of the Board of Managers and the Managing Agent, minutes of the meetings of the Board of Managers, minutes of the meetings of the Unit Owners, and financial records and books of account of the Condominium, including a chronological listing of receipts and expenditures, as well as a separate account for each Unit which, among other things shall contain the amount of each assessment of Common Charges against such Unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A copy of a proposed

annual budget of the Condominium shall be submitted by the Board of Managers to all Unit Owners, to be received not less than ten (10) days prior to the date set for adoption thereof by the Board of Managers. An annual report of the receipts and expenditures of the Condominium, certified by an independent certified public accountant, shall be by submitted by the Board of Managers to all Unit Owners within approximately four and one-half (4-1/2) months after the end of each fiscal year. During any period in which Sponsor controls the Board of Managers, such report shall be certified by a certified public accountant. The cost of such report shall be paid by the Board of Managers as a Common Expense. The books and records of the Condominium, including copies of the Declaration and these By-Laws, shall be subject to inspection by Unit Owners and by mortgagees of Units at reasonable times, during reasonable business hours, on not less than three (3) business days' prior written notice.

ARTICLE 10
MISCELLANEOUS

Section 10.1 Notices. All notices required or desired to be given hereunder (except notices of regular annual or special meetings of Unit Owners and except notices of all meetings of the Board of Managers) shall be sent by registered or certified mail, return receipt requested, postage prepaid addressed: (a) if to the Board of Managers, to the Board of Managers at its principal office as set forth in Section 1.4 hereof, with a photocopy sent to the Managing Agent (if any) at its principal office address; (b) if to a Unit Owner other than Sponsor or its designees or the Commercial Unit Owner, to such Unit Owner at his address at the Property or to such other address as may have been designated by him from time to time, in writing, to the Board of Managers; (c) if to Sponsor or its designees or to the Commercial Unit Owner, to Sponsor or such designee or the Commercial Unit Owner at c/o Broad Street Development, 80 Broad Street, 2nd Floor, New York, NY 10004; and (iv) to Permitted Mortgagees at their respective addresses as designated by them from time to time in writing to the Board of Managers. Any of the foregoing parties may change the address to which notices and/or copies of notices are to be sent, or may designate additional addresses for the giving of notice, by sending written notice to the other parties as aforesaid. All notices sent pursuant to the terms of this Section 10.1 shall be deemed given when deposited in a United States Postal Service depository located in the State of New York enclosed a sealed, postage prepaid wrapper, provided, however, that notices of change of address, notices designating additional addresses and notices deposited in a United States Postal Service depository located outside of the State of New York shall be deemed to have been given when received.

Section 10.2 Waiver of Service of Notice. Whenever any notice is required to be given by law pursuant to the terms of 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 the equivalent thereof.

Section 10.3 Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 10.4 Captions. The index hereof and the captions herein inserted are included only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws or the intent of any provision hereof.

Section 10.5 Gender. A reference in these By-Laws to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice-versa, unless the context otherwise requires.

Section 10.6 Waiver. No provision contained in these By-Laws shall be deemed to have been

abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches that may occur.

Section 10.7 Insurance Trustee. The Insurance Trustee shall be a bank or trust company in either event having both an office in the City of New York and a capital surplus or undivided profits of $250,000,000 or more from time to time appointed to serve as such by the Board of Mangers. In the event that the Insurance Trustee shall resign, the new Insurance Trustee shall also be a bank or trust company having the same qualifications shall be designated by the Board of Mangers. The Board of Managers shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a Common Expense of the Condominium.

Section 10.8 Sponsor and Commercial Unit Owner Rights and Remedies. Whenever, pursuant to any provision of these By-Laws, the consent, approval, satisfaction or permission of Sponsor or its designees or the Commercial Unit Owner is required, the granting of such consent, approval, permission or acknowledgment of satisfaction shall be solely in the discretion of the party whose consent, approval, satisfaction or permission is required and no standard of reasonableness shall be imposed on such party. If the Board of Managers, any Unit Owner, or other Person that is subject to the terms of these By-Laws fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) days after request therefor, to take any action that the Board of Managers, such Unit Owner, or Person is required to execute, acknowledge and deliver or to take pursuant to these By-Laws at the request of Sponsor or its designees or the Commercial Unit Owner, then Sponsor or its designees or the Commercial Unit Owner is hereby authorized, as attorney in-fact for the Board of Managers, such Unit Owner, or other Person, coupled with an interest and with power of substitution, to execute, acknowledge and deliver such instrument, or to take such action, in the name of the Board of Managers, such Unit Owner, or other Person, and such document or action shall be binding on the Board of Managers, such Unit Owner or other Person.

ARTICLE 11
AMENDMENTS TO BY-LAWS

Section 11.1 Generally. Except as otherwise provided herein and in the Declaration, these By-Laws may be modified or amended by the vote of at least 66 2/3% in number and in Common Interests of all Unit Owners cast in person or by proxy at a meeting duly held in accordance with the provisions of these By-Laws, or, in lieu of a meeting, by written amendment as provided in these By-Laws. Notwithstanding anything herein to the contrary: (a) no provision of these By-Laws, the Rules and Regulations or the Declaration relating thereto which adversely affects the lien of any mortgage on a Unit shall be effective without the written consent of the affected Mortgage Representatives, if any, which consent shall not be unreasonably withheld or delayed, and (b) no provision of these By-Laws, the Rules and Regulations or the Declaration relating to the use of a Unit Owner's Unit or the allocation of Common Interest appurtenant to a Unit Owner's Unit may be amended without the consent of the Unit Owner affected by such amendment.

Section 11.2 Commercial Unit Owner Amendments. Sponsor or its designees and every subsequent owner of the Commercial Unit shall have the right, to execute or, on request of the Commercial Unit Owner, to require the Board of Managers to duly execute and record, in the City Register's Office, and elsewhere if required by law, an amendment or amendments to these By-Laws (together with such other documents, plans and maps as may be required to effectuate same), at any time, without the requirement of a vote and without the approval or consent of any Unit Owner or Mortgage Representatives, for the purposes of (i) documenting any changes to the Commercial Unit permitted pursuant to Section 12B of the Declaration, or (ii) making insubstantial changes to these By-Laws as to the Commercial Unit. All expenses in connection with the preparation, recording and filing of any such amendment shall be paid by the Commercial Unit Owner.

Section 11.3 Sponsor Amendments. Sponsor or its designees shall have the right, to execute or, on request of Sponsor or its designees, to require the Board of Managers to duly execute and record, in the City Register's Office, and elsewhere if required by law, an amendment or amendments to these By-Laws (together with such other documents, plans and maps as may be required to effectuate same), at any time, without the requirement of a vote and without the approval or consent of any Unit Owner or Mortgage Representatives, for the purposes of (i) documenting any changes to any Residential Unit permitted pursuant to Section 12C of the Declaration, or (iii) making insubstantial changes to these By-Laws as to any Unsold Unit. All expenses in connection with the preparation, recording and filing of any such amendment shall be paid by Sponsor or its designees.

Section 11.4 Restrictions on Amendments. Notwithstanding anything herein to the contrary in these By-Laws, the following provisions of these By-Laws may not be amended, without the consent in writing of Sponsor or its designees so long as Sponsor or its designees owns any Unit, and without the consent in writing of Sponsor or its designees and the Commercial Unit as applicable:

(A) Section 2.4 insofar as it provides that the Board of Managers may not exercise certain powers without Sponsor's prior written consent, so long as Sponsor or its designees shall continue to own 25% or more of the Common Elements for a period of five years from the First Closing;

(B) Section 2.16 insofar as it provides for representation of Sponsor or its designees on the Executive Committee or any other committee created by the Board of Managers so long as Sponsor may designate a member of the Board;

(C) Sections 2.2(R) (borrow money), 2.2(W) (establish a reserve fund) and 5.1 (common expenses; common charges) insofar as they provide that certain expenses shall be specially allocated and apportioned based on special or exclusive use or availability or exclusive control of the common areas by particular Units to the Unit Owners thereof and Sections 5.10 and 5.11 insofar as they provide which expenses have been specially allocated apportioned to Unit Owners of Units having special or exclusive use or availability or exclusive control of common areas and otherwise provide rights or limit responsibilities of the Commercial Unit Owner with respect to the use, funding, accounting and replenishment of any reserve funds and borrowing by the Condominium;

(D) Section 5.14 insofar as it provides that the provisions of such Section shall not apply to any Units owned by Sponsor or its designees or the Commercial Unit Owner which shall have, *inter alia*, the right to make alterations, additions and improvements thereto and to subdivide and combine Units and later the boundary walls thereof;

(E) Section 7.11 insofar as it provides that the provisions of Section 7.1 shall not apply with respect to a sale or lease of any Residential Unit owned by Sponsor or its designees or of the Commercial Unit;

(F) Section 7.13 insofar as it provides that certain sales or leases involving Sponsor or its designees or the Commercial Unit Owner or their Permitted Mortgagees shall not be subject to the charges imposed by such Section.

(F) Section 10.8 and any other provision of these By-Laws, the Rules and Regulations or the Declaration relating thereto in the event if the interest of Sponsor or its designees or the Commercial Unit Owner is adversely affected by any such proposed amendment, modification, addition or deletion, or any of the rights, powers, easements, privileges or benefits reserved to Sponsor or its designees or the Commercial Unit Owner are eliminated, changed or impaired thereby; and

(H) This Article 11.

ARTICLE 12
CONFLICTS

Section 12.1 The By-Laws and the Rules and Regulations are intended to comply with the requirements of the Condominium Act and all other applicable laws. In case any of these By-Laws or any provision of the Rules and Regulations conflict with the provisions of said statue, the Declaration or any other applicable law, the provisions of said statute, the Declaration or such other applicable law, as the case may be, shall control.

SCHEDULE A

RESIDENTIAL RULES AND REGULATIONS OF 40 BLEECKER STREET CONDOMINIUM

1. Except for the Commercial Unit Owner, the sidewalks, entrances, driveways, passages, public halls, elevators, vestibules, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Units. No vehicle belonging to a Unit Owner, to a Family Member of a Unit Owner, or to a guest, tenant, subtenant, licensee, invitee, employee or agent of a Unit Owner shall be parked in such a manner as to impede or prevent ready access to any entrance to, or exit from, the building by another vehicle.

2. No tricycles, bicycles, rollerblades, scooters, skateboards or similar vehicles shall be taken into or from the Building through the main entrance or shall be allowed in any of the elevators of the Building other than the elevator designated by the Board of Managers or the Managing Agent for such purpose or ridden in the Building or in any entrance, courtyard or other public area. No baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the public halls, passageways or other public areas of the Building.

3. All service and delivery persons will be required to use the service entrance, driveway to the parking garage area or such other entrance of the Building designated by the Board of Managers. In addition, all messengers and tradespeople visiting the Building shall use the elevator designated by the Board of Managers or the Managing Agent for the purposes of ingress and egress, and shall not use any of the other elevators for any purpose.

4. Trunks and heavy baggage shall be taken in or out of the Building only by the elevator designated by the Board of Managers or the Managing Agent for that purpose and only through the service entrance, driveway to the parking garage area or such other entrance of the Building designated by the Board of Managers.

5. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed or stored in any of the halls or on any of the staircases or fire tower landings of the Building, nor shall any fire exit thereof be obstructed in any manner.

6. The storage rooms of the Building, if any, shall be used by Residential Unit Owners only for the storage of trunks, bags, suitcases and packing cases, all of which shall be empty, and for the storage of such other articles as the Board of Managers, in its sole discretion, may determine. Use of storage lockers within the storage room by Unit Owners shall be pursuant to and in accordance with the terms of the Storage Locker License Agreements referred to in the Condominium Declaration and By-Laws and otherwise the supervision, management and control of the storing in and removal of a Unit Owner's property from the storage rooms is vested in the Board of Managers. The use of the storage rooms shall be at the sole risk of the Unit Owner or other person using the same, and the Board of Managers, its agents or the Managing Agent shall not be liable for any injury to person, loss by theft or otherwise, or damage to property, whether due to the negligence of the Board of Managers, its agents, the Managing Agent or otherwise.

7. No refuse from the Units shall be sent to the cellar of the Building, except at such times and in such manner as the Board of Managers or the Managing Agent may direct. Nothing shall be hung or shaken from any doors, windows or open terraces, or placed upon the window sills of the Building, and no Unit Owner shall sweep or throw, or permit to be swept or thrown, any dirt, debris or other substance therefrom.

8. There shall be no playing or lounging in the entrances, driveways, passages, public halls, elevators, vestibules, corridors, stairways or fire towers of the Building, except in recreational areas or other areas designated as such in the Declaration or by the Board of Managers.

9. The Board of Managers or the Managing Agent may, from time to time, curtail or relocate any portion of the Common Elements devoted to storage, recreation, or service purposes in the Building.

10. Nothing shall be done or be kept in any Unit or in the Common Elements that will increase the rate of insurance of the Building, or the contents thereof, without the prior written consent of the Board of Managers. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements that will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any Law. No Unit Owner or any of his Family Members, agents, servants, employees, licensees or visitors shall, at any time, bring into or keep in his Unit or any Common Elements any inflammable , combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Unit or the Common Elements.

11. There shall be no outdoor cooking or barbecuing in the General or Residential Common Elements, or in the Units or on their appurtenant Residential Limited Common Elements, except for those areas of Residential Limited Common Elements for the Penthouse level Units only as to which installation and use of outdoor cooking or barbecuing equipment is (a) performed or approved by the Sponsor or its designee in connection with the sale of a Penthouse Unit which approval shall be binding on the Board of Managers, or (b) performed by a Penthouse Unit Owner, but only with the consent and approval of the Board of Managers including pursuant to the provisions of Section 5.14(A) of the By-Laws; and in all events subject to the Rules and Regulations adopted by the Board of Managers from time to time.

12. No Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from his Unit or its appurtenant Residential Limited Common Elements or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated a phonograph, radio, television set, or other loudspeaker in such Unit Owner's Unit between midnight and the following 8:00 a.m., if the same shall disturb or annoy other occupants of the Building, and in no event shall any Unit Owner practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 p.m. and the following 9:00 a.m. No construction, repair work, or other installation involving noise shall be conducted in any Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 a.m. and 5:00 p.m., unless such construction or repair work is necessitated by an emergency.

13. No Residential Unit Owner shall install any plantings, fences or other structures, permanent or temporary, on any terrace or roof area without the prior written approval of the Board of Managers. Plantings shall be contained in boxes of wood, lined with metal or other materials impervious to dampness and standing on supports at least two inches from the terrace surface, and, if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow walls which shall be at least three inches from the parapet and flashing, with a floor of drainage tiles and suitable weep holes at the sides to draw off water. Such masonry planting beds shall not, however, rest directly upon the surface of such terrace, but shall stand, on supports at least two inches above such surface. It shall be the responsibility of the Residential Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. Such Residential Unit Owner shall pay the cost of any repairs rendered necessary, or damage caused, by such plantings, fencing or other structures. No plantings, fencing or other structures shall obstruct any means of egress through such terrace required by any Law.

14. No group tour or exhibition of any Residential Unit or its contents shall be conducted, nor shall any auction sale be held in any Residential Unit, without the consent of the Board of Managers or the Managing Agent in each instance. In the event that any Residential Unit shall be used for home occupation or professional purposes in conformance with the Declaration and the By-Laws, no patients, clients, or other invitees shall be permitted to wait in any lobby, public hallway, or vestibule.

15. No ventilator or air-conditioning device shall be installed in any Residential Unit without the prior written approval of the Board of Managers, which approval may be granted or refused in the sole discretion of the Board of Managers.

16. No radio or television aerial, satellite dish, wires, cables or related equipment shall be attached to or hung from the exterior of the Building, and no sign, notice, advertisement, or illumination (including, without limit "For Sale", "For Lease" or "For Rent" signs) shall be inscribed or exposed on or at any window or other part of the Building, except such as are permitted pursuant to the terms of the Declaration and/or the By-Laws or shall have been approved in writing by the Board of Managers or the Managing Agent. Nothing shall be projected from any window of a Residential Unit without similar approval.

17. All radio, television, computer, communications or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, computer, communications or other electrical equipment.

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

19. Each Unit Owner shall keep his Unit and its appurtenant Limited Common Elements in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.

20. If required by the Board of Managers in response to an issue or complaint of unreasonable noise or vibrations from a Unit, the Board of Managers shall have the right, in its reasonable discretion, to require that at least 80% of the floor area of a Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting or equally effective noise-reducing material.

21. The agents of the Board of Managers or the Managing Agent, and any contractor or workers authorized by the Board of Managers or the Managing Agent, may enter any room or Unit at any reasonable hour of the day, on at least one day's prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

22. The Board of Managers or the Managing Agent may retain a pass-key to each Residential Unit. If any lock is altered or a new lock is installed, the Board of Managers or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If the Unit Owner is not personally present to open and permit entry to his Unit at any time when entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Board

of Managers or the Managing Agent, then the Board of Managers or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Unit Owner's property).

23. If a Unit Owner requests a replacement or additional key fob for access to the public portions of the Building, such additional or replacement key fobs will be available on request to Board of Managers or Managing Agent subject to such reasonable rules of the Board of Managers from time to time for the control of key fobs providing access to the Building, and with payment by the Unit Owner of a reasonable fee to cover the cost and administrative expense of providing such additional or replacement key fobs.

24. If any key or keys are entrusted by a Unit Owner, by any Family Member thereof, or by his agent, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for such Unit Owner's Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Board of Managers nor the Managing Agent shall (except as provided in Rule 22 above regarding retention of pass-keys) be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

25. Unit Owners and their respective Family Members, guests, servants, employees, agents, visitors, or licensees shall not at any time or for any reason whatsoever enter upon, or attempt to enter upon, the roof of the Building.

26. No occupant of the Building shall send any employee of the Condominium or of the Managing Agent out of the Building on any private business.

27. The use and operation of all Amenity Facilities, including but not limited to the swimming pool, fitness center and otherwise, will be subject to such Rules and Regulations as may be adopted or revised from time to time by the Board of Managers relating to the hours of operation, use, guests, charges and otherwise.

28. Any consent or approval given under these Rules and Regulations may be amended, modified, added to, or repealed at any time by resolution of the Board of Managers. Further, any such consent or approval may, in the discretion of the Board of Managers or the Managing Agent, be conditional in nature.

29. Complaints regarding the service of the Condominium shall be made in writing to the Board of Managers or to the Managing Agent.

[This page intentionally left blank]

STORAGE LOCKER LICENSE AGREEMENT

AGREEMENT MADE THIS ____ day of , 201__ (this "Agreement") by and between **THE BOARD OF MANAGERS OF 40 BLEECKER STREET CONDOMINIUM** ("Licensor"), having an office at 40 Bleecker Street, New York, NY 10012 and_____, having an address at 40 Bleecker Street, Unit ____, New York, NY 10012 (the "Licensee");

WHEREAS, pursuant to that certain condominium declaration and by-laws for the condominium known as 40 Bleecker Street Condominium (the "Condominium") dated_____, 201__, recorded in the New York County Office of the Register of the City of New York on , 201_ as CRFN No. _____, (collectively the "Declaration") for the property having the street address 40 Bleecker Street, New York, NY 10012 (the "Property"), the Property was submitted to a condominium regime;

WHEREAS, in accordance with the terms of the Condominium Documents (as such term is defined in the Declaration), Licensor is responsible for the administration of the Condominium, including, without limitation the "Storage Lockers" located in the Building as such terms are more particularly defined and described in the Condominium Documents;

WHEREAS, Licensee owns, or simultaneously herewith Licensee is acquiring Unit ___ (the "Unit",) a Residential Unit in the Condominium and;

WHEREAS, Licensee desires the right to the exclusive use of the Storage Locker No. ____ (the "Storage Locker") for so long as Licensee owns a Unit in the Condominium.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties hereto agree as follows:

1. License of Storage Locker. Subject to and in accordance with the terms and conditions of this Agreement, Licensor hereby grants to Licensee, its successors and assigns and Licensee hereby accepts from Licensor, a license (the "License.") The Storage Locker may be used only by occupants of the Unit or of the unit owner to which the Storage Locker is sub-licensed as provided herein and only for storage of personal effects of the owners or tenants thereof (the "Permitted Users") and for no other purpose, and it shall be a default under this Agreement if Licensee allows the Storage Locker to be used by anyone other than a Permitted User, whether for consideration or otherwise. Licensee shall not store anything which would constitute a threat to the heath or safety of the Unit Owners or other occupants of the Building or otherwise constitute a nuisance in the Building, including but not limited to the following restrictions: (i) no animals or food, (ii) no inflammable, combustible, explosive or other dangerous items, (iii) no items which have an objectionable odor or which may spoil or decay and (iv) no valuable items. Licensee shall not (a) interfere with another licensee of Licensor, (b) store any property in the Building outside of the Storage Locker, (c) allow any other person to use the Storage Locker except in accordance with the terms hereof, or (d) deface, damage or alter the Storage Locker, the Building or Licensor's equipment. Licensee shall keep the Storage Locker locked and shall provide Licensor with a duplicate key. Licensee acknowledges that it is Licensee's responsibility to safeguard the keys and Licensee is fully responsible for whoever has possession of the keys.

2. Storage Locker Charge. Licensee agrees to pay a monthly license fee of $_____ provided that such amount will be changed from time to time during the term of this License in the same proportion to any changes adopted by the Board of Managers in the common charges, but the license fee due will not change and will not be affected by any special assessments adopted by Licensor. The License fee hereunder shall be due and payable at the same time and in the same manner as condominium unit common charges.

3. Term. The term of this License shall commence on date first set forth above, and shall continue on a month to month basis thereafter until Licensee gives written notice of termination, or unless otherwise terminated, as provided herein. This License shall automatically terminate in the event that Licensee no longer owns a Unit in the Condominium. In the event this Agreement is terminated, Licensee shall vacate and surrender possession of the Storage Locker, broom clean, in the condition as existed prior to the commencement of this Agreement. Any property not removed from the Storage Locker at the expiration or other termination of this Agreement shall be considered abandoned and may, at Licensor's option, be retained as Licensor's property or disposed of at Licensee's cost and without any liability to Licensee. Licensee's obligation to observe or perform this covenant shall survive the expiration or other termination of this Agreement.

4. Indemnification; Risk of Loss; No Bailment. Licensee shall indemnify and save harmless Licensor and Licensor's agents against and from any and all liability, loss, damage and expense (including, without limitation, attorney fees and expenses) arising from injury to person or property occasioned by the failure of the Licensee to comply with any provision in this Agreement, or due wholly or in part to any act, default or omission of the Licensee or of any person using the Storage Locker, or by the Licensor, its agents, servants or contractors when acting as agent for the Licensee as herein provided. Neither Licensor nor its agents or employees shall be liable for any theft or damage to any property stored in the Storage Locker unless due to the gross negligence of the Licensor. Licensee understands that Licensor intends to leave the Storage Locker unattended and that Licensee stores property in the Storage Locker at Licensee's own risk, including, without limitation, the possibility that the Storage Locker may be damp or have water infiltration. Licensor undertakes only to act as a licensor, and under no circumstances shall the licensor or its agents be deemed to act as Licensee's bailee.

5. Condition of Storage Locker. Licensee represents that it has made a thorough inspection of the Storage Locker and agrees to take same in its condition "as is" as of the commencement of this Agreement. Licensee shall, throughout the term of this Agreement, take good care of the Storage Locker, and shall repair all damage to the Building and the Storage Locker by the moving of its property, furniture or equipment.

6. No Services. Licensor shall not provide any services to the Storage Locker, except lighting on the floor in which the Storage Locker is located and elevator service. Licensee shall keep the Storage Locker clean. Licensee shall have access to the Storage Locker only from 9:00 A.M. to 10:00 PM, seven days a week, or such other hours as may be determined by Licensor from time to time in its discretion

7. Default; Termination. If Licensee shall default in fulfilling any of its covenants or obligations hereunder, including without limitation the happening of any of the events mentioned in subsections A to F inclusive of this Paragraph, in addition to any other rights and remedies available to Licensor, Licensor may (i) deny access to the Storage Locker until Licensee cures such default, or (ii) terminate this Agreement by the giving of written notice to Licensee, whereupon this Agreement shall terminate on the date set forth in such notice:

A. If the Licensee shall be in default for a period of one month in the payment of any license fee or additional license fee or of any installment thereof and shall fail to cure such default within ten days after written notice from the Licensor;

B. If the Licensee shall be in default in the performance of any covenant or provision hereof, other than the covenant to pay license fee, and such default shall continue for thirty days after written notice from the Licensor;

C. If Licensee, as a Unit Owner in the Condominium shall have received a notice that he is in

default in any obligation to the Condominium pursuant to the Condominium Documents;

D. If at any time during the term of this license agreement (i) Licensee shall be adjudicated a bankrupt under the laws of the United States; or (ii) a receiver of all of the Licensee's property or of this license agreement shall be appointed under any provision of the laws of the State of New York, or under any statute of the United States, or any statute of any state of the United States and the order appointing such receiver shall not be vacated within thirty days; or (iii) Licensee shall make a general assignment for the benefit of creditors; or (iv) this license agreement shall pass by operation of law or otherwise to anyone other than the Licensee herein named or a person to whom such Licensee has assigned this license agreement in the manner herein permitted;

E. If there be an assignment of this license agreement, or any granting of use by Licensee to the storage locker to anyone other than a member of his household residing in the Unit or the Unit of a permitted sub-licensee, or if the Storage Locker is used, without full compliance with the requirements of the applicable provisions of this license agreement, and the Licensee shall fail to cause such unauthorized user to cease such use and remove all property from the Storage Locker within ten days after written notice from the Licensor;

F. If (i) the Building shall be destroyed or damaged and the shareholders shall decide not to repair or rebuild as provided in the Condominium Documents, or (ii) the Condominium terminates because of a casualty loss or condemnation or by a withdrawal of the Property from the provisions of the Condominium Act, as provided in the Condominium Documents.

8. Remedies of Licensor. In case of any such default, termination, expiration or other end to this license agreement, Licensor shall have the right of injunction and the right to invoke any remedy allowed at law or in equity. Upon the expiration or sooner termination of this Storage Locker License Agreement, whether by expiration, termination by reason of the sale or other transfer of a Unit, termination by reason of the default of Licensee as provided herein, or surrender of the Storage Locker, all rights of Licensee pursuant to this License will devolve to the Licensor which shall have the right to determine the future use of the Storage Locker, including without limitation the right to issue a new Storage Locker License Agreement to another Unit Owner in its sole discretion, in which event any consideration therefor shall be the sole property of the Licensor and the Unit Owner shall have no interest therein, or to leave the Storage Locker unassigned and available to residents, or for any other use and purpose in the Licensor's sole discretion.

9. Costs and Expenses. Licensee shall be obligated to reimburse Licensor for any legal fees and disbursements incurred by Licensor, whether or not legal proceedings are commenced: (a) in defending Licensor's rights under this license agreement or, (b) arising out of any violation by Licensee of any of the provisions of this license agreement or any default by Licensee hereunder or otherwise enforcing Licensee's obligations hereunder, which may, at Licensor's option, be added to the next installment of license fee due hereunder and shall be treated in all respects as license fee. Any default by Licensee in the payment of such damages, costs or expenses shall be treated in all respects as a default in payment of license fee, and Licensor shall have the same remedies with respect thereto as it has hereunder with respect to such default in payment of license fee.

10. No Waiver by Licensor. The failure of Licensor to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this license agreement or of any of the rules or regulations adopted by Licensor, shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation.

11. Use; Contents. Licensee shall, at all times, use the Storage Locker only in a manner which is in full compliance with all present and future laws, orders, rules and regulations of all state, federal,

municipal and local governments, departments, commissions and boards (including the New York Board of Fire Underwriters or any similar body) asserting jurisdiction therefor, or any direction of any public officer pursuant to law, including, without limitation, the police and fire departments of the City of New York, which may require the removal or destruction of items stored in the Storage Locker. Licensee, its servants, employees, agents, visitors and licensees shall observe faithfully, and comply strictly with the Declaration and any and all rules and regulations for the Building as Licensor or its agents may from time to time adopt.

12. Access to Storage Locker. Licensor or its agents shall have the right (but not the obligation) to open the Storage Locker in an Emergency at any time, and, at other reasonable times, to inspect and examine the same and to make such repairs, replacements and improvements as Licensor shall deem necessary or desirable to the Storage Locker or any portion of the Building, all without any liability to Licensee whatsoever as a result thereof.

13. No Waiver. The failure of Licensor to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Agreement or of any of the rules or regulations adopted by Licensor, shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation.

14. Assignment; Sub-licensing. To the extent, and as provided herein and in the Condominium Documents, Licensee may assign this Storage Locker License Agreement but only to a Residential Unit Owner. Upon conveyance of Licensee's Unit, Licensor will enter into a new Storage Locker License Agreement at the same monthly license fee then due and substantially on the same terms as this Storage Locker License Agreement with the transferee of such Unit or another Unit Owner to whom Licensee assigns this Storage Locker License Agreement. In no event may Licensee retain use or rights to the Storage Locker after conveyance or transfer of Licensee's Unit. In the event Licensee conveys his Unit and does not assign this Storage Locker License Agreement either to the purchaser of his Unit or to another Unit Owner on or prior to the date of conveyance of the Unit, the rights to the Storage Locker will devolve to the Licensor which shall have all rights and remedies, including those set forth in Section 8 above. Licensor may sub-license the right to use the Storage Locker but only to a Residential Unit Owner, Licensor or the Sponsor of the Offering Plan or its designee as the case may be and only with prior written notice to Licensor and under such terms as are consistent with the Condominium Documents and this Agreement. The Storage Locker may not be sub-licensed for short-term or transient use, which shall mean a term of less than one (1) month.

15. Capitalized Terms. All capitalized terms used in this Agreement not defined herein shall have the same meanings ascribed to them in the Declaration.

16. Benefit; No Modification. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, successors and permitted assigns of the Licensor and Licensee and may not be modified except by a writing signed by the party to be charged.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

LICENSOR: **BOARD OF MANAGERS OF 40 BLEECKER STREET CONDOMINIUM**

By: _____

LICENSEE:

_____

_____

ACCESSIBLE PARKING SPACE LEASE

LEASE MADE THIS ____ day of , 201__ (this "Accessible Parking Space Lease") by and between **THE BOARD OF MANAGERS OF 40 BLEECKER STREET CONDOMINIUM** ("Landlord"), having an office at 40 Bleecker Street, New York, NY 10012 and_____, having an address at 40 Bleecker Street, Unit ____, New York, New York 10012 (the "Tenant");

WHEREAS, pursuant to that certain condominium declaration and by-laws for the condominium known as 40 Bleecker Street Condominium (the "Condominium") dated_____, 201__, recorded in the New York County Office of the Register of the City of New York on _____, 201_ as CRFN No. _____, (collectively the "Declaration") for the property having the street address 40 Bleecker Street, New York, NY 10012 (the "Property"), the Property was submitted to a condominium regime;

WHEREAS, in accordance with the terms of the Condominium Documents (as such term is defined in the Declaration), Landlord is responsible for the administration of the Condominium, including, without limitation the cellar of the Building and the open "Accessible Parking Space" located therein, as such terms are more particularly defined and described in the Condominium Documents; and

WHEREAS, Tenant owns, or simultaneously herewith Tenant is acquiring, Unit _____ in the Condominium (the "Unit") and Tenant desires to lease the Accessible Parking Space of so long as Tenant owns a Unit in the Condominium.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties hereto agree as follows:

1. Lease of Accessible Parking Space Landlord hereby grants to Tenant and Tenant hereby hires from Landlord the Accessible Parking Space for the period beginning on the date and for the term hereof.

2. Term. The term of this Lease shall commence on date first set forth above, and shall continue on a month to month basis thereafter until Tenant gives sixty (60) days' written notice of termination, or unless otherwise terminated, as provided herein. This Lease shall automatically terminate in the event that Tenant no longer owns a Unit in the Condominium. In the event this Accessible Parking Space Lease is terminated, Tenant shall vacate and surrender possession of the Accessible Parking Space, broom clean, in the condition as existed prior to the commencement of this Accessible Parking Space Lease. Any property not removed from the Accessible Parking Space at the expiration or other termination of this Accessible Parking Space Lease shall be considered abandoned and may, at Landlord's option, be retained as Landlord's property or disposed of at Tenant's cost and without any liability to Tenant. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this Accessible Parking Space Lease.

3. Condominium Documents. Tenant acknowledges (a) that this Lease and the Tenant's rights hereunder are subject and subordinate to all of the terms, covenants, conditions, agreements and provisions in the Condominium Documents, as same may be amended from time to time; and (b) that the Accessible Parking Space demised under this Accessible Parking Space Lease is not a parking space that is part of Tenant's Unit or allocated to the Tenant's Unit as a limited common element and that the Tenant's interest in the Accessible Parking Space demised under this Accessible Parking Space Lease does not constitute a condominium ownership property interest appurtenant to his Unit.

4. Rent. Tenant agrees to pay as rent here a monthly rent of $_____, such amount being the same amount as the common charges presently payable by owners of Garage Parking Space Units in the Condominium. The amount of such monthly rent will changed from time to time during the term of this lease

in the same proportion to any changes adopted by the Board of Managers in the common charges. Tenant also agrees to pay as additional rent an amount equal to any Assessment payable from time by an owner of a Garage Parking Space Unit. The rent will be changed from time to time in the same proportion to any changes adopted by the Board of Managers in the common charges and assessments payable by with respect to a Garage Parking Space Unit.

5. Use and Legal Requirements. The Accessible Parking Space may be used for accessory parking for the Unit Owner's automobile or motorcycle and otherwise for cellar accessory space use as permitted by law, but in all events only by Tenant or his permitted occupants of the Unit or permitted subtenant subject to Condominium Documents and the Rules and Regulations established by the Board of Managers from time to time. If no person with physical disabilities resides in the Tenant's Unit, in order to comply with DOB 2008 Code BC1106.2.1, or any other applicable laws mandating the use or availability of the Accessible Parking Space by persons with disabilities, Tenant may be required to make the Accessible Parking Space available for use by a resident who is a person with physical disabilities no later than the end of the month following the month in which a request for use of the Accessible Parking Space is made, subject to whatever rights the Tenant may have under applicable law to require compensation from the requesting Unit Owner.

6. Indemnification; Risk of Loss; No Bailment. Tenant understands that Landlord intends to leave the Accessible Parking Space unattended and that Tenant stores his motor vehicle or other property in the Accessible Parking Space at Tenant's own risk, including, without limitation, the possibility that the Accessible Parking Space may be damp or have water infiltration. If there is any personal injury or loss or damage to the automobile or anything in the automobile or any other personal property as a result of any crime (including vandalism and the like), anyone's negligence, the elements or otherwise, the Tenant will be completely responsible for the damage, loss and expenses incurred. Tenant shall indemnify and save harmless Landlord and Landlord's agents against and from any and all liability, loss, damage and expense (including, without limitation, attorney fees and expenses) arising from injury to person or property occasioned by the failure of the Tenant to comply with any provision in this Accessible Parking Space Lease, or due wholly or in part to any act, default or omission of the Tenant or of any person using the Accessible Parking Space, or by the Landlord, its agents, servants or contractors when acting as agent for the Tenant as herein provided. Neither Landlord nor its agents or employees shall be liable for any theft or damage to any motor vehicle or other property stored in the Accessible Parking Space unless due to the gross negligence of the Landlord. Tenant agrees that this is not a bailment, that the Landlord does not park the automobile or have control of the automobile or the keys for the automobile and is providing no service to the Tenant of any type, and further, the cellar in which the Accessible Parking Space is located is completely unattended, without any supervision or guard, and access is open to residents of the Building or others who may gain access with the consent of residents or otherwise.

7. Condition of Accessible Parking Space. Tenant represents that it has made a thorough inspection of the Accessible Parking Space and agrees to take same in its condition "as is" as of the commencement of this Accessible Parking Space Lease. Tenant shall, throughout the term of this Accessible Parking Space Lease, take good care of the Accessible Parking Space and keep it and the area around it clean. Tenant shall repair all damage to the Building and the Accessible Parking Space caused by its motor vehicle or by the moving of its property, furniture or equipment.

8. No Services. Landlord shall not provide any services to the Accessible Parking Space, except lighting on the floor in which the Accessible Parking Space is located and access to and use of the automobile lift and driveway to the cellar level. Tenant shall have access to the Accessible Parking Space for the same hours and days of the week as access is provided to unit owners with garage spaces on the cellar level.

9. Default; Termination. If upon, or at any time after, the happening of any of the events mentioned in subsections A to F inclusive of this Paragraph, the Landlord shall give to the Tenant a notice stating that the term hereof will expire on a date at least five days thereafter, the term of this lease shall expire on the date so fixed in such notice as fully and completely as if it were the date herein definitely fixed for the expiration of the term, and all right, title and interest of the Tenant hereunder shall thereupon wholly cease and expire, and the Tenant shall thereupon quit and surrender the Accessible Parking Space to the Landlord, it being the intention of the parties hereto to create hereby a conditional limitation, and thereupon the Landlord shall have the right to re-enter the Accessible Parking Space and to remove all personal property therefrom, either by summary dispossess proceedings, or by any suitable action or proceeding at law or in equity, or by force or otherwise, and to re-possess the Accessible Parking Space in its former estate as if this lease had not been made, and no liability whatsoever shall attach to the Landlord by reason of the exercise of the right of re-entry, re-possession and removal herein granted and reserved:

A. If the Tenant shall be in default for a period of one month in the payment of any rent or additional rent or of any installment thereof and shall fail to cure such default within ten days after written notice from the Landlord;

B. If the Tenant shall be in default in the performance of any covenant or provision hereof, other than the covenant to pay rent, and such default shall continue for thirty days after written notice from the Landlord;

C. If Tenant, as a Unit Owner in the Condominium shall have received a notice that he is in default in any obligation to the Condominium pursuant to the Condominium Documents;

D. If at any time during the term of this Accessible Parking Space Lease (i) Tenant shall be adjudicated a bankrupt under the laws of the United States; or (ii) a receiver of all of the Tenant's property or of this lease shall be appointed under any provision of the laws of the State of New York, or under any statute of the United States, or any statute of any state of the United States and the order appointing such receiver shall not be vacated within thirty days; or (iii) Tenant shall make a general assignment for the benefit of creditors; or (iv) this lease shall pass by operation of law or otherwise to anyone other than the Tenant herein named or a person to whom such Tenant has assigned this lease in the manner herein permitted;

E. If there be an assignment of this Accessible Parking Space Lease, or any subletting hereunder, or if the Accessible Parking Space is used, without full compliance with the requirements of the applicable provisions of this Accessible Parking Space Lease, and the Tenant shall fail to cause such unauthorized occupant to vacate the Accessible Parking Space within ten days after written notice from the Landlord;

F. If (i) the Building shall be destroyed or damaged and the shareholders shall decide not to repair or rebuild as provided in the Condominium Documents, or (ii) the Condominium terminates because of a casualty loss or condemnation or by a withdrawal of the Property from the provisions of the Condominium Act, as provided in the Condominium Documents.

10. Remedies of Landlord and Waiver of Redemption. In case of any such default, re-entry, expiration and/or dispossess by summary proceedings, action of ejectment or otherwise, (a) the rent, and additional rent, shall become due thereupon and be paid up to the time of such re-entry, dispossess, and/or expiration, and (b) Landlord may re-let the Accessible Parking Space to another Unit Owner in its sole discretion, and any consideration therefor shall be the sole property of Landlord and Tenant shall have no interest therein. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Mention in this

lease of any particular remedy, shall not preclude Landlord from any other remedy, in law or in equity. If the Tenant shall at any time sublet the Accessible Parking Space and shall default in the payment of any rent or additional rent, the Landlord may, at its option, so long as such default shall continue, demand and receive from the subtenant the rent due or becoming due from such subtenant to the Tenant, and apply the amount to pay sums due and to become due from the Tenant to the Landlord. Any payment by a subtenant to the Landlord shall constitute a discharge of the obligation of such subtenant to the Tenant, to the extent of the amount so paid. The acceptance of rent from any subtenant shall not be deemed a consent to or approval of any subletting or assignment by the Tenant, or a release or discharge of any of the obligations of the Tenant hereunder. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws.

11. Costs and Expenses. Tenant shall be obligated to reimburse Landlord for any legal fees and disbursements incurred by Landlord, whether or not legal proceedings are commenced: (a) in defending Landlord's rights under this Accessible Parking Space Lease or, (b) arising out of any violation by Tenant of any of the provisions of this lease or any default by Tenant hereunder or otherwise enforcing Tenant's obligations hereunder, which may, at Landlord's option, be added to the next installment of rent due hereunder and shall be treated in all respects as rent. Any default by Tenant in the payment of such damages, costs or expenses shall be treated in all respects as a default in payment of rent, and Landlord shall have the same remedies with respect thereto as it has hereunder with respect to such default in payment of rent.

12. No Waiver by Landlord. The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of any covenant or condition of this Accessible Parking Space Lease or of any of the rules or regulations adopted by Landlord, shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation.

13. Assignment; Sublease. To the extent, and as provided herein and in the Condominium Documents, Tenant may assign his Accessible Parking Space Lease but only to another Unit Owner or Landlord. Upon conveyance of Tenant's Unit, Landlord will enter into a new Accessible Parking Space Lease at the same monthly rent then due and substantially on the same terms as this Accessible Parking Space Lease with the transferee of such Unit or another Unit Owner to whom Tenant assigns this Accessible Parking Space Lease. In no event may Tenant retain use or rights to the Accessible Parking Space after conveyance or transfer of Tenant's Unit. In the event Tenant conveys his Unit and does not assign this Accessible Parking Space Lease either to the purchaser of his Unit or to another Unit Owner on or prior to the date of conveyance of the Unit, the rights to the Accessible Parking Space will devolve to Landlord which shall have all rights and remedies, including those set forth in Section 10 above. Tenant may sublease the Accessible Parking Space, but only to another Unit Owner, Landlord or the Sponsor of the Offering Plan or its designee, as the case may be and only with prior written notice to Landlord and under such terms as are consistent with the Condominium Documents and this Accessible Parking Space Lease. The Accessible Parking Space may not be leased for short-term or transient tenancy, which shall mean a term of less than one (1) month.

14. Capitalized Terms. All capitalized terms used in this Accessible Parking Space Lease not defined herein shall have the same meanings ascribed to them in the Declaration.

15. Benefit; No Modification. This Accessible Parking Space Lease shall inure to the benefit of and be binding upon the heirs, executors, successors and permitted assigns of the Landlord and Tenant and may not be modified except by a writing signed by the party to be charged.

[Signatures on the following page]

IN WITNESS WHEREOF, the undersigned have executed this Accessible Parking Space Lease as of the day and year first above written.

LANDLORD:
BOARD OF MANAGERS OF
40 BLEECKER STREET CONDOMINIUM

By: _____

TENANT(S):

_____

_____

[This page intentionally left blank]

NEW YORK STATE
REAL PROPERTY LAW SECTION 339-KK

RENTS

(a) For the purposes of this section, "non-occupying owner" shall mean a unit owner in a condominium association who does not occupy the dwelling unit.

(b) If a non-occupying owner rents any dwelling unit to a rental tenant and then fails to make payments due for common charges, assessments or late fees for such unit within sixty days of the expiration of any grace period after they are due, upon notice in accordance with subdivision (c) of this section, all rental payments from the tenant shall be directly payable to the condominium association.

(c) If the common charges, assessments or late fees due for any unit have not been paid in full, within sixty days after the expiration of any grace period of the earliest due date, the board of managers shall provide written notice to the tenant and the non-occupying owner providing that, commencing immediately and until such time as all payments for common charges, assessments or late fees are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the condominium association at the address listed on the notice. Where a majority of the board of managers has been elected by and from among the unit owners who are in occupancy, the board may elect not to require that rental payments be made payable to the condominium association. At such time as payments for common charges, assessments and late fees from the non-occupying owner are once again current, notice of such fact shall be given within three business days to the rental tenant and non-occupying owner. Thereafter all rental payments shall be made payable to the non-occupying owner or a designated agent. A non-occupying owner who disputes the association's claim to rental payments pursuant to this section shall be entitled to present facts supporting such owner's position at the next scheduled meeting of the board of managers, which must be held within thirty days of the date that such board receives notice that such owner seeks to dispute such claim.

(d) Nothing in this section shall limit any rights of unit owners or of the board of managers existing under any other law or agreement.

(e) Payment by a rental tenant to the condominium association made in connection with this section shall relieve that rental tenant from the obligation to pay such rent to the non-occupying owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying owner against such tenant for such rent.

[This page intentionally left blank]

SPONSOR-ESCROW AGENT ESCROW AGREEMENT

AGREEMENT made this 3rd day of April, 2017, by and between **304 MULBERRY STREET OPERATING COMPANY, L.L.C.** having an address at c/o Broad Street Development, 80 Broadway, 2nd Floor, New York, NY 10004 ("SPONSOR"), as sponsor of the Condominium offering plan ("Plan") and **WACHTEL MISSRY LLP** ("Escrow Agent").

WHEREAS, SPONSOR has filed the Offering Plan with the Attorney General to offer for sale cooperative or condominium interests at the premises located at 40 Bleecker Street, New York, NY 10012, subject to the terms and conditions set forth in the Plan; and

WHEREAS, ESCROW AGENT is authorized to act as an escrow agent hereunder in accordance with New York General Business Law ("GBL") Sections 352-e(2-b), 352-(h) and the New York Department of Law's regulations promulgated thereunder; and

WHEREAS, SPONSOR desires that ESCROW AGENT act as escrow agent for deposits, down payments, and advances (referred to herein as "Deposit") pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, the parties hereby agree as follows:

1. ESTABLISHMENT OF THE ESCROW ACCOUNT.

1.1. ESCROW AGENT shall establish an escrow account for the purpose of holding the Deposit made by purchasers pursuant to that certain Purchase Agreement for the purchase and sale of shares or units (a "Purchase Agreement") at Citibank, N.A., located at 666 Fifth Avenue, New York, NY 10022, in the State of New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled Wachtel Missry LLP Attorney Account or similar name ("Escrow Account").

1.2 ESCROW AGENT has designated the following attorneys to serve as signatories: William Wachtel, Morris Missry and Steven Cohen. All designated signatories are admitted to practice law in the State of New York. All of Signatories on the Escrow Account have an address of One Dag Hammarskjold Plaza, 855 Second Avenue, 47th Floor, New York, NY 10017 and a telephone number of (212) 909-9500.

1.3 ESCROW AGENT and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of this Agreement or otherwise concerning the maintenance of or release of the Deposit from escrow.

1.4 Neither ESCROW AGENT nor any authorized signatories on the Escrow Account are the Sponsor, Selling Agent, Managing Agent (as those terms are defined in the Plan), or any principal thereof, or have any beneficial interest in any of the foregoing.

1.5 The Escrow Account is an IOLA account established pursuant to Judiciary Law Section 497. The sub-accounts into which the deposit from purchasers shall be placed may be either an interest-bearing sub-account of the Escrow Account or an IOLA sub-account of the Escrow Account.

2. DEPOSITS INTO THE ESCROW ACCOUNT.

2.1 All Deposits received from purchasers prior to closing, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be placed into the Escrow

Account. All instruments to be placed into the Escrow Account shall be made payable directly to the order of Wachtel Missry LLP, as Escrow Agent, pursuant to the terms set forth in the Plan. Any instrument payable to, or endorsed other than as required hereby, and which cannot be deposited into such Escrow Account, shall be returned to the purchaser promptly, but in no event more than five (5) business days following receipt of such instrument by ESCROW AGENT. In the event of such return of the Deposit, the instrument shall be deemed not to have been delivered to ESCROW AGENT pursuant to the terms of this Agreement.

2.2 ESCROW AGENT is hereby obligated to send a notice of all Deposits received by ESCROW AGENT to the purchaser within ten (10) business days of receipt and deposit of same into the escrow account (following receipt by ESCROW AGENT of the Deposit together with the Purchase Agreement and all riders thereto fully signed by all necessary parties. Such notice shall set forth the Bank and the account number. If the purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit together with the Purchase Agreement and all riders thereto fully signed by the Purchaser, the purchaser 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, NY 10271. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning the Deposit and requisite notice was timely mailed to the purchaser, or if such Deposit was placed in the Escrow Account and notice was received by Purchaser (even if later than such time periods) prior to the time Purchaser mailed or delivered his or notice purporting to exercise such right of rescission.

3. RELEASE OF FUNDS

3.1 Under no circumstances shall SPONSOR seek or accept release of the Deposit of the purchaser to SPONSOR until after consummation of the Plan, as evidenced by the acceptance of an effectiveness amendment by the New York State Department of Law. Consummation of the Plan shall not relieve SPONSOR or ESCROW AGENT of any obligation to the purchaser as set forth in GBL §§ 352-3(2-b) and 352-h.

3.2 ESCROW AGENT shall release the Deposit to the purchaser or SPONSOR as directed:

3.2.1 pursuant to terms and conditions set forth in the Purchase Agreement and this Agreement, upon closing of title to the shares/unit;

3.2.2 in a subsequent writing signed by both SPONSOR and the purchaser; or

3.2.3 by a final, non-appealable order or judgment of a court.

3.3 If Escrow Agent is not directed to release the Deposit pursuant to paragraph 3.2 above, and Escrow Agent receives a request by either SPONSOR or the purchaser to release the Deposit, then Escrow Agent must give both the purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and Escrow Agent shall provide further written notice to both the purchaser and SPONSOR informing them of said release. If Escrow Agent receives a written notice from either the purchaser or SPONSOR objecting to the release of the Deposit within said thirty (30) day period, Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraph 3.2 above. Notwithstanding the foregoing, Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the Clerk of the county where the premises is

located and shall give written notice to both SPONSOR and the purchaser of such deposit.

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

3.4.1 the purchaser, if the purchaser timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or

3.4.2 the purchaser after an Amendment abandoning the Plan is accepted for filing by the New York State Department of Law.

4. RECORDKEEPING.

4.1 ESCROW AGENT shall maintain all records concerning the Escrow Account for seven years after release of the Deposit.

4.2 Upon the dissolution of the law firm which was ESCROW AGENT, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of the partners or members of the firm or by the successor firm and shall notify the New York State Department of Law of such transfer.

4.3 ESCROW AGENT shall make available to the Attorney General, upon request, all books and records of ESCROW AGENT relating to the funds deposited and disbursed hereunder.

5. GENERAL OBLIGATIONS OF ESCROW AGENT.

5.1 ESCROW AGENT shall maintain the Escrow Account under its direct supervision and control.

5.2 A fiduciary relationship shall exist between ESCROW AGENT, and the purchaser, and ESCROW AGENT acknowledges its fiduciary and statutory obligations pursuant to GBL§§ 352(e)(2-b) and 352(h).

5.3 ESCROW AGENT may rely upon any paper or document which may be submitted to it in connection with its duties under this Agreement and which is believed by ESCROW AGENT to be genuine and to have been signed or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof.

6. RESPONSIBILITIES OF SPONSOR.

6.1 SPONSOR agrees that SPONSOR and its agents, including any selling agents, shall deliver the Deposit received by them prior to closing of the unit to a designated attorney who is a member of or employed by ESCROW AGENT, within two (2) business days of tender of the Deposit by the purchaser, using such transmittal forms as required by ESCROW AGENT.

6.2 SPONSOR agrees that it shall not interfere with ESCROW AGENT'S performance of its fiduciary duties and statutory obligations as set forth in GBL §§ 352-(e)(2-b) and 352-(h) and the New York State Department of Law's regulations.

6.3 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 the purchaser and deliver such form to ESCROW AGENT

together with the Deposit and Purchase Agreement.

7. TERMINATION OF AGREEMENT.

7.1 This Agreement shall remain in effect unless and until it is canceled by either:

7.1.1 Written notice given by SPONSOR to ESCROW AGENT of cancellation of designation of ESCROW AGENT to act in said capacity, which cancellation shall take effect only upon the filing of an amendment to the Plan with the Department of Law providing for a successor escrow agent that meets the requirements set forth in applicable regulations of the New York State Department of Law. the purchaser shall be deemed to have consented to such cancellation;

7.1.2 The resignation of ESCROW AGENT, which shall not take effect until ESCROW AGENT is replaced by a successor escrow agent that meets the requirements set forth in applicable regulations of the New York State Department of Law, and notice is given to the purchaser of the identity of the successor escrow agent, the Bank in the State of New York where the Deposit is being held, and the account number therefor.

7.2 Upon termination of the duties of ESCROW AGENT as described in paragraph 7.1.1 or 7.1.2 above, ESCROW AGENT shall deliver the Deposit held by ESCROW AGENT and the Purchase Agreement and any other documents maintained by ESCROW AGENT relating to the Deposit to the successor escrow agent.

8. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon SPONSOR, the purchaser, and ESCROW AGENT and their respective successors and assigns.

9. GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

10. ESCROW AGENT'S COMPENSATION. Prior to release of the Deposit, ESCROW AGENT'S fees and disbursements shall neither be paid by SPONSOR from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

11. SEVERABILITY. If any provision of this Agreement or the application thereof to any person or circumstance is determined to be invalid or unenforceable, the remaining provisions of this Agreement or the application of such provision to other persons or to other circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

12. INDEMNIFICATION. SPONSOR agrees to defend, indemnify and hold ESCROW AGENT harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of this Agreement or the performance or non-performance of ESCROW AGENT'S duties under this Agreement, except with respect to actions or omissions taken or suffered by ESCROW AGENT in bad faith or in willful disregard of this Agreement or involving gross negligence of ESCROW AGENT. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by ESCROW AGENT to itself.

13. ENTIRE AGREEMENT. This Agreement, read together with GBL §§ 352-e(2-b) and 352-(h)and the New York State Department of Law's regulations, constitutes the entire agreement between

the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

ESCROW AGENT: **WACHTEL MISSRY LLP**

By:_____

SPONSOR: **304 MULBERRY STREET OPERATING COMPANY, L.L.C.**

By:_____

[This page intentionally left blank]

TENANT PROTECTION PLAN

Pursuant to Section 28-104.8.4 of the New York City Building Code

In the event, as anticipated, that the Sponsor permits dwelling units to be occupied during construction at the Property, as and to the extent required by Section 28-104.8.4 of the New York City Building Code ("New Code"), this Tenant Protection Plan will be in effect during such period of construction and will be distributed to each occupant who will be occupying any dwelling units of the Building during construction.

The following items shall be duly implemented as required by the New Code or as determined by the Sponsor and its contractors and professionals in their professional judgment: [The Plan as adopted at the time of occupancy of Units will detail items such as temporary fire-rated assemblies, opening protectives, or dust containment procedures, which will be determined at the time of occupancy and which, along with the items listed below, may vary depending on the nature and scope of the work.]

1. The following specific units are or may be occupied during construction:
[to be inserted at the time of occupancy]

2. The following means and methods will be employed to safeguard the safety and health of the occupants, including, where applicable:

A. Egress. At all times in the course of construction provision shall be made for adequate egress as required by the New Code and this Tenant Protection Plan as follows: [to be inserted at the time of occupancy.]

Required egress shall not be obstructed at any time except where approved as provided in the New Code.

B. Fire safety. All necessary laws and controls, including those with respect to occupied dwellings, as well as additional safety measures necessitated by the construction shall be strictly observed.

C. Health requirements. The following methods shall be used for control of dust, disposal of construction debris, pest control and maintenance of sanitary facilities, and limitation of noise to acceptable levels: [to be inserted at the time of occupancy.]

D. Applicable provisions of law relating to lead paint and asbestos containing materials will be complied with.

E. Compliance with housing standards. The requirements of the New York city housing maintenance code, and, where applicable, the New York state multiple dwelling law shall be strictly observed.

F. Structural safety. No structural work shall be done that may endanger the occupants.

G. Noise restrictions. To the extent required to comply with the limitations pursuant to the New York city noise control code, the Sponsor shall endeavor to limit construction work to weekdays beginning at 8:00 am and ending at 6:00 pm.

Each plan will be posted on the appropriate floor along with individual tenant handouts.

[This page intentionally left blank]

CERTIFICATION OF SPONSOR AND PRINCIPALS

Re: **40 BLEECKER STREET CONDOMINIUM**
40 Bleecker Street
New York, NY 10012

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

We are the sponsor and the principals of sponsor of the condominium 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 plan. We have investigated the facts set forth in the plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the plan does, and that documents submitted hereafter by us which amend or supplement the 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 I/we:

(a) knew the truth;
(b) with reasonable effort could have known the truth;
(c) made no reasonable effort to ascertain the truth; or
(d) did not have knowledge concerning the representation or statement made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

SPONSOR:

304 MULBERRY STREET OPERATING COMPANY, L.L.C.

By: _____

Raymond E. Chalmé
Authorized Signatory

PRINCIPALS:

_____

Raymond E. Chalmé

_____

Daniel M. Blanco

Sworn to before me this 9th
day of June, 2017

_____

Notary Public

CHRISTINA S LEE
Notary Public - State of New York
NO. 01LE6318222
Qualified in New York County
My Commission Expires Jan 20, 2019

CERTIFICATION OF SPONSOR'S ARCHITECT

Re: **40 BLEECKER STREET CONDOMINIUM**
40 Bleecker Street
New York, NY 10012

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

The sponsor of the offering plan to convert the captioned property to condominium ownership retained me/our firm to prepare a report describing the construction and renovation of the property (the "Report"). I/We visually inspected the existing property on May 5, 2015, and I/we examined the building plans and specifications that were prepared by this firm dated October 23, 2015 and filed with the New York City Department of Buildings on October 29, 2015 and November 10, 2016 and prepared the Report dated December 2, 2016 and updated on February 16, 2017, a copy of which is intended to be incorporated into the plan so that prospective purchasers may rely on the Report.

The undersigned is a registered architect in the state in which the property is located.

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 this Report.

I/We have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made.

I/We certify that the Report:

(i) sets forth in narrative form the description and/or physical condition of the entire property as it will exist upon completion of renovation and/or construction, provided that renovation and construction is in accordance with the plans and specifications that I/we examined;

(ii) in my/our professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description and physical condition of the property as it will exist upon completion of renovation and/or construction, provided that renovation and/or construction is in accordance with the plans and specifications that I/we examined;

(iii) does not omit any material fact;

(iv) does not contain any untrue statement of a material fact;

(v) does not contain any fraud, deception, concealment, or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) does not contain any representation or statement which is false, where I/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.

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 this Report is not contingent on the conversion of the property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

RAWLINGS ARCHITECTS PC

By: _____
Ed L Rawlings IV, Principal

Sworn to before me this 21
day of February, 2017.

_____
Notary Public

GINA VIGNA
Notary Public, State of New York
No. 01VI6138923
Qualified in Kings County
Commission Expires 12/27/2017

DOUGLAS ELLIMAN PROPERTY MANAGEMENT
675 Third Avenue
New York, NY 10017
(212) 692-8255 Fax: (212) 843-2534

CERTIFICATION OF SPONSOR'S EXPERT CONCERNING ADEQUACY OF BUDGET

Re: **40 BLEECKER STREET CONDOMINIUM**
40 Bleecker Street
New York, NY 10012

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

The sponsor of the condominium plan for the captioned property retained our firm to prepare Schedules B and B-1 and the footnotes thereto containing projections of income and expenses of the Condominium for the first year of operation. Our experience in this field includes managing and maintaining over the past 40 years over 300 apartment buildings, including rental, cooperative and condominium units, throughout the New York metropolitan area.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to Schedules B and B-1.

We have reviewed the Schedule and investigated the facts underlying them with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

We certify that the projections in Schedules B and B-1 appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

We certify that the Schedules:

(i) sets forth in detail the projected income and expenses for the first year of condominium operation;
(ii) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;
(iii) does not omit any material fact;
(iv) does not contain any untrue statement of a material fact;
(v) does not contain any fraud, deception, concealment, or suppression;
(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
(vii) does not contain any representation or statement which is false, where we:
  (a) knew the truth;
  (b) with reasonable effort could have known the truth;
  (c) made no reasonable effort to ascertain the truth; or
  (d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the sponsor. We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the income and expenses for the 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.

DOUGLAS ELLIMAN PROPERTY MANAGEMENT

By: _____
John Janangelo
Vice President - Management

Sworn to before me this 3
day of April, 2017

_____
Notary Public

MELISSA ANN BASS
Notary Public, State of New York
No. 01BA6231808
Qualified in Kings County
Commission Expires 11-29-2014

2018

DOUGLAS ELLIMAN PROPERTY MANAGEMENT
675 Third Avenue
New York, NY 10017
(212) 692-8255 Fax: (212) 843-2534

CERTIFICATION OF SPONSOR'S EXPERT CONCERNING ADEQUACY OF COMMON CHARGES PAYABLE BY THE COMMERCIAL UNIT OWNER(S)

Re: **40 BLEECKER STREET CONDOMINIUM**
40 Bleecker Street
New York, NY 10012

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

The sponsor of the condominium plan for the captioned property retained our firm to prepare Schedules B and the footnotes thereto containing projections of common charges payable by the owners of commercial unit(s) of the Condominium for the first year of operation. Our experience in this field includes managing and maintaining over the past 40 years over 300 apartment buildings, including rental, cooperative and condominium units, throughout the New York metropolitan area.

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 Schedule B.

We have reviewed the Schedule as it impacts upon the commercial unit(s) and investigated the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

We certify that the projections in Schedule B for common charges payable by the owners of commercial unit(s) appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to such commercial unit(s) for the projected first year of condominium operation, and that the allocation of common charges attributable to commercial unit(s) also reflects special or exclusive use or availability or exclusive control of particular common areas.

We certify that the estimates in Schedule B for the common charges payable by the owners of the commercial unit(s):

(i) set forth in detail the projected common charges for the commercial unit(s) for the first year of condominium operation;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the common charges payable by the owners of the commercial unit(s);

(iii) do not omit any material fact;

(iv) do not contain any untrue statement of a material fact;

(v) do not contain any fraud, deception, concealment, or suppression;

(vi) do not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) do not contain any representation or statement which is false, where we:

(a) knew the truth;
(b) with reasonable effort could have known the truth;
(c) made no reasonable effort to ascertain the truth; or
(d) did not have knowledge concerning the representation or statement made.

We further certify that we are not owned or controlled by the sponsor. We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the common charges attributable to the commercial unit(s) 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.

DOUGLAS ELLIMAN PROPERTY MANAGEMENT

By: _____
John Janangelo
Vice President - Management

Sworn to before me this 3
day of April, 2017

_____
Notary Public

MELISSA ANN BASS
Notary Public, State of New York
No. 01BA6231808
Qualified in Kings County
Commission Expires 11-29-2018